

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE HOUSING AUTHORITY OF PORTLAND AND THE CITY OF PORTLAND'S
BUREAU OF PURCHASES

This Intergovernmental Agreement (Agreement) by and between the Housing Authority of Portland, a public corporation organized under Oregon law, hereinafter called HAP, and the City of Portland, a municipal corporation organized under Oregon law, hereinafter called City, acting by and through its Bureau of Purchases, hereinafter called BOP. The Agreement begins January 1, 2008.

RECITALS

WHEREAS, HAP desires to pursue its policy of providing employment opportunities to HAP residents and low income community members, and

WHEREAS, the City administers a Workforce Training and Hiring Program to promote diversity in purchasing and construction activities, and

WHEREAS, HAP and the City have authority under ORS Chapter 190 to enter into a cooperative intergovernmental agreement, and

WHEREAS, HAP desires that the City of Portland continue to monitor the Workforce Training & Hiring Program requirements on Humboldt Gardens Hope VI project and other Housing Authority of Portland construction projects for the January 1, 2008 through December 31, 2008 calendar year.

NOW THEREFORE, in recognition of the foregoing Recitals, HAP and the City agree as follows:

AGREEMENTS

I. PURPOSE OF THE AGREEMENT

HAP recognizes BOP'S experience and expertise in administering several programs to promote diversity in purchasing and construction activities. :

By using some pre-existing City programs and City employees who have experience administering these programs, HAP will be able to collaborate and avoid unnecessary expenses, duplication and effort. Therefore, HAP and BOP have agreed to work together so that the Workforce Training and Hiring program can be implemented for the HAP projects.

1. **TERM** - The term of the Agreement will begin January 1, 2008 and continue until December 31, 2008, unless terminated sooner under a provision of this Agreement.
2. **HAP AND BOP OBLIGATIONS** – Each parties' obligations under the Workforce Training and Hiring Program are as follows:

Workforce Training and Hiring Program Responsibilities:

a. BOP will:

- 1) Provide outreach and compliance activities to implement the Workforce Training and Hiring Program at a level equal to that provided on City of Portland projects. These activities include, but are not limited to, attendance at HAP pre-proposal and pre-construction meetings to discuss program requirements, monthly data collection and compliance reviews, late submittal notices to contractors, site visits, and timely notification to HAP staff of compliance issues for the Humboldt Gardens project and other HAP projects.
- 2) Provide to HAP a monthly monitoring report on the Humboldt Gardens project, and other HAP projects in the format used by the City, listing hours for apprentices and all race and gender groups, for the Humboldt and other HAP projects and all subcontractors with subcontracts of \$100,000 or more, and
- 3) Ensure that the prime and all subcontractors with subcontracts of \$100,000 or more provide 20% of the labor hours in each apprenticeable trade to state-registered apprentices.
- 4) Provide assistance to HAP employees, contractors, and vendors by telephone who desire information about the program;
- 5) Attend monthly or quarterly meetings as scheduled by the CM/GC or the Housing Authority of Portland.
- 6) Assure that any funds received from liquidated damages collected for failure to comply with the Workforce Training & Hiring Program are returned to the Evening Trades Apprentice Program.

b. HAP will:

- 1) Require the CM/GC to mandate subcontractors, at all tiers, with subcontracts of \$100,000 or more to comply with the Workforce Training & Hiring Program by including these requirements in contract specifications, Requests for Qualifications, Requests for Proposals, local documents, development agreements and similar documents, related to the HOPE VI projects.
- 2) Cooperate with the BOP to implement the program for HAP projects by instructing its project managers and CM/GC staff to coordinate their efforts with the BOP staff, reviewing project proposals and documents for inclusion of program requirements, forwarding appropriate documents to BOP, and taking enforcement action against contractors, as needed.
- 3) Provide a contact(s) to coordinate Workforce Training & Hiring Program efforts with City staff.
- 4) The BOP will provide training to project managers and appropriate CM/GC and other primes designated by staff regarding the Workforce Program, if needed.

3. **COMPENSATION** – HAP agrees to pay BOP a total \$40,000 for Workforce Training & Hiring Program. HAP shall reimburse BOP for services performed in one lump sum payable 30 days after the invoice is received.
4. **EARLY TERMINATION** – Either party may terminate this agreement by giving thirty (30) days written notice. In the event of termination, BOP shall be entitled to work performed prior to the termination date if such work was performed in accordance with the Agreement. In the event of a termination, BOP shall submit to HAP a final billing in a manner consistent with Section 5 of the Agreement. HAP shall not be liable for indirect or consequential damages.
5. **ADHERENCE TO LAW** – The parties shall comply with all federal, state and local laws and ordinances applicable to their own employees, including all applicable employment laws, regulations and administrative rules established pursuant to those laws.
6. **INDEMNIFICATION** - To the extent permitted by Oregon law, and in accordance with the provisions of the Oregon Tort Claims Act, ORS 30.260 through 30.300, including the limits of liability for public bodies set forth therein, HAP shall defend, save, and hold harmless the City, its officers, agents, and employees, from all claims, suits, or actions arising out of their negligent acts, errors, or omissions of HAP and its subcontractors and sub-consultants, agents or employees in performance of their duties under this agreement and the City shall defend, save and hold harmless HAP, its officers, agents and employees, from all claims, suits or actions arising out of the negligent acts, errors or omissions of the City and its agents and employee in performance of its duties under this agreement.
7. **CONTACTS** – Individuals identified below are the designated contacts for the coordination of this Agreement, unless another individual is designated by written notice to the other party. Notice and communications provided for under this Agreement shall be addressed to the following individuals:

If to HAP then: Jerry Walker, Purchasing Manager
135 SW Ash Street, 4th Floor
Portland, Oregon 97204
503-802-8509
Jerryw2@hapdx.org

If to BOP then: Loretta Young, Contractor Development Supervisor
City of Portland- Bureau of Purchases
1120 SW Fifth Avenue, Room 750
Portland, Oregon 97204
503-823-6850
loryoung@ci.portland.or.us

8. **GOVERNING LAW** - This Agreement is entered into within the State of Oregon and governed by Oregon law, and shall be deemed to incorporate by reference all requirements for public contracts as may be required by law.
9. **SEVERABILITY** – If any provision of this Agreement is found to be illegal or unenforceable, this Contract nevertheless shall remain in full force and the provision shall be stricken.

10. **ENTIRE AGREEMENT** – This Agreement sets forth the entire agreement between the parties hereto and replaces or supercedes all prior discussions or agreements between the parties related to the same subject matter. The parties agree that any modification to this Agreement must be mutual and in writing.

IN WITNESS WHEREOF, HAP and the City have executed this Agreement as of the date and year first above written.

CITY OF PORTLAND

By: _____
Tom Potter, Mayor

~~HOUSING AUTHORITY OF PORTLAND~~

By: _____
Steve Rudman, Executive Director

January, 2008

APPROVED AS TO FORM ^{FD}
Amela Mery
CITY ATTORNEY