

INTERGOVERNMENTAL AGREEMENT

EXHIBIT 1

Contract Number 4600006894

This is an Agreement between the City of Portland (City) and Multnomah County (County).

PURPOSE:

The purpose of this agreement is to formally define the performance expectations and obligations by and between the City and the County as it relates to the Technical Assistance program for small, MWESB-certified firms in support of construction projects. The County recognizes the experience and expertise of the City Bureau of Purchases in administering several programs to promote diversity in purchasing and construction activities. The Technical Assistance Program provides specialized assistance for contractors on specific projects.

The City of Portland will provide program management services through the Bureau of Purchase's Outside Services Group. A consortium of agencies that include staff from the City, County, the Housing Authority of Portland, and the Portland Development Commission will be involved in all stages of program evaluation and monitoring.

The goal of the collective funded efforts of the consortium is to provide project specific technical assistance to state-certified D/MWESB firms.

The parties agree as follows:

1. **TERM** The term of this agreement shall be from July 1, 2007 to June 30, 2008. This agreement may be renewed annually at the County's unilateral discretion through June 30, 2012.
2. **RESPONSIBILITIES OF City.** The City agrees to perform the services described in the Scope of Work specified in the attached Exhibit 1.
3. **RESPONSIBILITIES OF COUNTY.** The County agrees to compensate the City in accordance with the payment terms of this agreement.
4. **TERMINATION** This agreement may be terminated by either party upon 30 day's written notice.
5. **INDEMNIFICATION** Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, County shall indemnify, defend and hold harmless City from and against all liability, loss and costs arising out of or resulting from the acts of County, its officers, employees and agents in the performance of this agreement. Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300 City shall indemnify, defend and hold harmless County from and against all liability, loss and costs arising out of or resulting from the acts of City, its officers, employees and agents in the performance of this agreement.
6. **INSURANCE** Each party shall each be responsible for providing worker's compensation insurance as required by law. Neither party shall be required to provide or show proof of any other insurance coverage.
7. **ADHERENCE TO LAW** Each party shall comply with all federal, state and local laws and ordinances applicable to this agreement.

8. **NON-DISCRIMINATION** Each party shall comply with all requirements of federal and state civil rights and rehabilitation statutes and local non-discrimination ordinances.

9. **ACCESS TO RECORDS** Each party shall have access to the books, documents and other records of the other which are related to this agreement for the purpose of examination, copying and audit, unless otherwise limited by law.

10. **SUBCONTRACTS AND ASSIGNMENT** Neither party will subcontract or assign any part of this agreement without the written consent of the other party.

11. **THIS IS THE ENTIRE AGREEMENT** This Agreement constitutes the entire Agreement between the parties. This Agreement may be modified or amended only by the written agreement of the parties.

MULTNOMAH COUNTY, OREGON:

CITY OF PORTLAND

Ted Wheeler
County Chair or Designee

Signature: _____

Date: 2/26/08

Name: _____

Please Print

Approved: Mindy Harris
Department Director or Designee

Title: _____

Date: 2/19/08

Date: _____

**AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY**

Approved as to form:

APPROVED AS TO FORM

By: [Signature] 4/3/2008
Assistant County Attorney Date

By: [Signature] 4/17/08
CITY ATTORNEY Date

Auditor: _____
Date

EXHIBIT 1

IGA No. 4600006894

SCOPE OF WORK

- A. The City will manage the overall Technical Assistance program to assure successful performance of services. The City shall be responsible for administering the contract with the Technical Assistance provider(s). The County shall participate in the selection of the consultant(s), on efforts over \$5,000, procured by the City to perform bidding and estimating services, assessments and other related services.
- B. The City shall maintain accurate program data and reporting.
- C. The City shall conduct quarterly meetings with the County and other consortium partners in order to review and discuss progress and activities related to the Technical Assistance. In addition, the City will report on Technical Assistance budget expenditures.
- D. The City shall organize an annual meeting with the County and the consortium partners to review accomplishments, challenges, and issues, and identify future plans related to continuously improving the Technical Assistance Program. The annual meeting shall present statistics to compare performance with prior periods and analysis of areas that need improvement. The annual meeting shall be conducted on or before August 1 for the previous fiscal year.
- E. The City shall work with the County to increase the number of Sheltered Market Program (SMP) participants who are eligible to bid on County projects. The City will coordinate with County staff to expand the SMP in areas and for periods of time to address the County's contacting needs. County staff shall participate on the review panel for new SMP applicants entering the program.
- F. The City shall submit quarterly Technical Assistance progress reports to Multnomah County indicating the names and number of firms that received services, types of services received, cost of services, status of services and TA budget expenditures to date. In addition, the City shall submit quarterly progress reports on SMP class participation.
- G. The City shall share all SMP contract assessment reports with the County.