

INTERGOVERNMENTAL AGREEMENT FOR SERVICES

WATER/SEWER FIXTURE REPAIR PROGRAM

This two-year Intergovernmental Agreement (AGREEMENT) is between the City of Portland (CITY) and Multnomah County, Department of County Human Services, Community Services Division (COUNTY).

RECITALS

1. Whereas, the CITY has established a Water/Sewer Fixture Repair Program to provide financial assistance to low income residence-occupied homeowners to repair malfunctioning plumbing fixtures;
2. Whereas, the CITY desires to continue a fixture repair program that includes repairs for behind the wall or underground plumbing repairs which will support the CITY'S conservation efforts and potentially reduce these home owner's water and sewer costs;
3. Whereas, the CITY has authorized \$125,000 to fund a two-year program;
4. Whereas, the CITY desires to employ an organization with the specific needed information and expertise to verify participant eligibility and provide participants licensed plumbing contractor referrals;
5. Whereas, the CITY has determined that the COUNTY is best qualified to administer this Enhanced Water/Sewer Fixture Repair Program.

NOW, THEREFORE, THE PARTICIPANTS AGREE AS FOLLOWS

1. EFFECTIVENESS OF AGREEMENT

This AGREEMENT shall be effective **July 1, 2008** and terminate **June 30, 2010**; unless otherwise agreed to by both parties under the provisions of this Agreement.

2. SCOPE OF CITY SERVICES

- A. The CITY shall provide funding for this program, public notification, and general support in accordance with the policies and procedures to be developed and mutually agreed upon, in writing, by the CITY and COUNTY.

3. SCOPE OF COUNTY SERVICES

- A. The COUNTY shall perform the services described below:
 - a) Provide income eligibility and home owner verification for the Fixture Repair Program with customers meeting 60% of the State of Oregon medium income guidelines;
 - b) Provide qualified low-income homeowners referrals to a licensed plumbing contractor;
 - c) Limit the materials and services cost per client to \$2,600.00 annually unless approved by the CITY Project Manager prior to beginning work;
 - d) Limit assistance under this program to one time each year and only to owner occupied homes where the owner is responsible for paying the water/sewer bill;

Exhibit 1

- e) Provide quarterly program progress reports to the CITY for the program's duration;
- f) Verify that all repairs made conform with CITY/COUNTY codes;
- g) Verify the quality and completeness of all work performed;
- h) Verify the subcontractors secure required permits from the CITY, when applicable;
- i) Pay subcontractor invoices for material, permits and labor in a timely manner; and
- j) Evaluate client satisfaction after work is completed and include evaluation in quarterly progress reports to CITY.

4. BILLING PROCEDURES AND COMPENSATION

- A. Each month after the effective date, the COUNTY shall submit to the CITY a bill for work performed during the previous month. Each bill shall itemize number of homes repaired/worked on, all work performed, services rendered and all labor, materials, supplies, equipment and incidentals, necessary to perform the work.
- B. The CITY shall pay the COUNTY for each submitted monthly bill within thirty (30) days of approval by the CITY'S Project Manager.
- C. The CITY shall pay the COUNTY an estimated \$67,500 per year compensation for all services performed in carrying out the repairs including work, services, supplies, materials, equipment, incidentals, and COUNTY administration fee which shall be (9.96%) of each billing.

5. PROGRESS REPORTING REQUIREMENTS

- A. The COUNTY will prepare and submit to the CITY (Attention: Portland Water Bureau) the following reports, which will be in addition to the reports submitted with each monthly billing:
 - a) A quarterly report summarizing the information on completed jobs. Quarterly reports are due within thirty (30) days after the end of each quarter: October 30, January 30, and April 30.
 - b) A final report, due July 30, 2009, which summarizes the year's program and includes the following:
 - 1. Number of households served, including racial and female head-of- household information and income data; and
 - 2. A narrative of program progress and results.

6. SUBSEQUENT WORK AND FINANCIAL COMMITMENTS

- A. The CITY on thirty (30) days written notice, may terminate this Agreement.
- B. The COUNTY on ninety (90) days written notice may terminate this Agreement.
- C. At the end of the first contract year, the CITY will review that year's final report before continuing into a second and any subsequent year(s) program.

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7. AMENDMENTS

- A. The CITY and COUNTY may amend this Agreement at any time only by written amendment executed by the CITY and COUNTY. The CITY Project manager shall be authorized to approve amendments for the City to this Agreement that do not increase the total contract amount.

8. CITY AND COUNTY PROJECT MANAGERS

- A. The CITY Project Manager shall be Brad Blake or such other person as shall be designated in writing by the Bureau of Environmental Services and Water Bureau Managers.
- B. The COUNTY Project Manager shall be Thomas Brodbeck or such other person designated in writing by the Department of County Human Services, Community Services Division's Program Manager.

9. SUBCONTRACTING

The COUNTY shall not subcontract its work under this Agreement, with the exception of work identified in Section 3a. The COUNTY shall assure that all contractors used to perform the home plumbing services under this Agreement, meet the CITY'S Codes pertaining to permits, workmen's compensation, licensing, and all other requirements.

10. ADMINISTRATIVE PROVISIONS

- A. This Agreement shall be construed according to the laws of the State of Oregon.
- B. To the extent permitted by the Oregon Tort Claims Act, the City agrees to indemnify, defend, and hold harmless the COUNTY from any and all claims, demands, suits, and actions (including attorney fees and costs) resulting from or arising out of the act of the CITY and its officers, employees and agents in performance of this Interagency Agreement. To the extent permitted by the Oregon Tort Claims Act, the COUNTY agrees to indemnify, defend, and hold harmless the City from any and all claims, demands, suits and actions (including attorney fees and costs) resulting from or arising out of the acts of the COUNTY and its officers, employees, and agents in performance of this Interagency Agreement.
- C. COUNTY is responsible for paying all invoices and statements related to performing the services required under this contract, and with supporting documentation shall bill the CITY on a monthly basis for all work performed, including a 9.96 percent COUNTY administration fee.
- D. Invoices to CITY and all notices to CITY shall be directed to:
- Brad Blake, Project Manager
City of Portland
1120 SW 5th Ave - 6th floor
Portland, OR 97204

Payments to COUNTY and all notices to COUNTY shall be directed to:

Thomas Brodbeck, Project Manager
Multnomah County-Department of County Human Services
Community Services Division
421 S W Oak Street - Suite 200
Portland, OR 97204.

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11. OWNERSHIP OF DOCUMENTS

- A. The CITY and COUNTY shall jointly own any and all data, documents, plans copyrights, specifications, working papers, and any other materials the COUNTY produces in connection with this Agreement.
- B. The COUNTY upon request by the CITY shall provide the CITY copies of the materials referred to in Subsection A of this section including any electronic files containing the materials.

CITY OF PORTLAND

MULTNOMAH COUNTY, OREGON

Randy Leonard, Commissioner

Ted Wheeler, County Chair

Date

Date

David G. Shaff

Joanne Fuller
for Joanne Fuller, Director
Department of County Human Services

David Shaff, Administrator
Portland Water Bureau

Date

6.11.2008

5/27/08

Date

Date

APPROVED AS TO FORM

REVIEWED:

APPROVED AS TO FORM

APPROVED BY PATRICK HENRY

City Attorney

Patrick Henry, Assistant County Attorney

Anda Nguyen
CITY ATTORNEY

5-22-08

Date

Date

6/11/08

Gary Blackmer
Auditor of the City of Portland

Date