

ORDINANCE EXHIBIT-A

INTERGOVERNMENTAL AGREEMENT BETWEEN THE HOUSING AUTHORITY OF PORTLAND AND THE CITY OF PORTLAND

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 Internal Business Services, Procurement Services Division, hereinafter called COP. The Agreement begins January 1, 2010.

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 Housing Authority of Portland construction projects for the January 1, 2010 through December 31, 2010 calendar year.

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

AGREEMENTS

PURPOSE OF THE AGREEMENT

1. HAP recognizes COP'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 COP have agreed to work together so that the Workforce Training and Hiring program and Good Faith Effort program can be implemented on HAP construction projects.
2. **TERM** - The term of the Agreement will begin **January 1, 2010 and continue until December 31, 2010**, unless terminated sooner under a provision of this Agreement.
3. **HAP AND COP OBLIGATIONS** – Each parties' obligations under the Workforce Training and Hiring Program are as follows:

Workforce Training and Hiring Program Responsibilities:

- a. COP will:

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- 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 HAP projects.
 - 2) Provide to HAP a monthly monitoring report on HAP projects in the format used by Elations(a software program, licenses provided by HAP) listing hours for apprentices and all race and gender groups, for HAP projects and all subcontractors with subcontracts of \$100,000 or more.
 - 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 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 HAP.
 - 7) The City will work with HAP and Elations in order to design forms necessary to receive and report information from contractors using the Elations System.
 - 8) COP will provide training to HAP project managers and appropriate CM/GC and other primes designated by HAP staff regarding the Workforce Program, if needed.
- 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.
 - 2) Cooperate with the COP to implement the program for HAP projects by instructing its project managers and CM/GC staff to coordinate their efforts with the COP staff, reviewing project proposals and documents for inclusion of program requirements, forwarding appropriate documents to COP, and taking enforcement action against contractors, as needed.
 - 3) Provide a contact(s) to coordinate Workforce Training & Hiring Program efforts with City staff.

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4. **COMPENSATION** – HAP agrees to pay COP a total \$40,000 for Workforce Training & Hiring Program. HAP shall reimburse COP for services performed in one lump sum payable 30 days after the invoice is received.

5. **EARLY TERMINATION** – Either party may terminate this agreement by giving thirty (30) days written notice. In the event of termination, COP 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, COP 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.

6. **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.

7. **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.

8. **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: Cinnamon Williams
 Purchasing Supervisor
 Housing Authority of Portland
 135 SW Ash Street, 4th Floor
 Portland, Oregon 97204
 503-802-8533
 cinnamonw@hapdx.org

If to BOP then: Loretta Young, Contractor Development Supervisor
 City of Portland- Procurement Services
 1120 SW Fifth Avenue, Room 750
 Portland, Oregon 97204
 503-823-6850
 loretta.young@portlandoregon.gov

9. **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.

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10. **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.
11. **ENTIRE AGREEMENT** – This Agreement sets forth the entire agreement between the parties hereto and replaces or supersedes 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: _____
Christine Moody, Chief Procurement Officer

Date: _____

APPROVED AS TO FORM
City Attorney: _____
CITY ATTORNEY

HOUSING AUTHORITY OF PORTLAND:

By: _____
Steve Rudman, Executive Director

Date: _____