

## INTERGOVERNMENTAL AGREEMENT

This agreement is between the **STATE of OREGON**, acting by and through its **EMPLOYMENT DEPARTMENT**, hereafter called **Agency**, and **City of Portland, Bureau of Planning and Sustainability**, hereafter called **City**.

### Administrators of this agreement are:

City		Agency	
Administrator:	Jill Kolek	Administrator:	Graham Slater
Title:	Education & Outreach Manager	Title:	Workforce & Econ Research Manager
Organization:	City of Portland, Bureau of Planning and Sustainability	State of Oregon:	Employment Department
Address:	721 NW 9 <sup>th</sup> Avenue, Ste 350 Portland, OR 97209	Address:	875 Union Street NE Salem, OR 97311
Phone:	503-823-7590	Phone:	503-947-1212
Email:	Jill.Kolek@portlandoregon.gov	Fax:	503-947-1210
		Email:	Graham.J.Slater@state.or.us

### 1. Effective Date and Duration

This agreement shall become effective on **July 1, 2010** or when all parties have signed this agreement, whichever is sooner and, when required, approved by the Department of Justice. Unless earlier terminated, amended or extended, this agreement shall expire when City's completed performance has been accepted by Agency or **June 30, 2011**, whichever is sooner.

### 2. Statement of Work

The Statement of Work, including the delivery schedule for the work, is contained in **Exhibit A** attached hereto and by this reference made a part hereof.

### 3. Consideration

(a) Agency agrees to pay City, from available and authorized funds as provided in paragraph 7, the sum of up to **\$0.00** for accomplishing the work required by this agreement. The maximum, not-to-exceed compensation payable to City under this agreement, which includes any allowable expenses, is **\$0.00**. (b) Any interim payments to City shall be made only in accordance with the schedule and requirements in **Exhibit A**.

### 4. Sub agreements

City shall not enter into any sub agreements for any of the Work required by this Agreement, or assign or transfer any of its interest in this Agreement, without Agency's prior written consent. Agency's consent to any sub agreement shall not relieve City of any of its duties or obligations under this Agreement. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns, if any.

### 5. AMENDMENTS

All amendments to this Agreement shall comply with applicable statutes and administrative rules.

### 6. Termination

A. This agreement may be terminated by mutual consent of both parties, or by either party upon two weeks' notice, in writing and delivered by certified mail or in person (14 consecutive calendar days).

B. The Agency may terminate this agreement effective upon delivery of written notice to the City, or at such other date as may be established by the Agency under any of the following conditions:

1. If Agency funding is not obtained and continued at levels sufficient to allow for purchase of the specified services. When possible, and when agreed upon, the agreement may be modified to accommodate a reduction in funds.
2. If federal or state regulations or guidelines are modified, changed or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this agreement, or are no longer eligible for the funding proposed for payments authorized by this agreement.
3. If the City fails to perform the work specified herein, or so fails to pursue the work as to endanger performance of this agreement in accordance with its terms, and after receipt of written notice from the Agency, fails to correct such failures within ten (10) days or such longer period as the Agency may authorize.

## **7. Captions**

The captions or headings in this agreement are for convenience only and in no way define, limit or describe the scope of intent of any provisions of this agreement.

## **8. Access to Records**

The Agency and its duly authorized representatives shall have access to the books, documents, papers and records otherwise privileged under law of the City which are directly pertinent to the specific agreement for the purpose of making audit, examination, excerpts and transcript.

## **9. Compliance with Applicable Law**

City will comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Work under this Agreement. Without limiting the generality of the foregoing, City expressly agrees to comply with (i) Title VI of the Civil Rights Act of 1964; (ii) Section V or the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

## **10. Sensitive Information**

Except for information that is already a matter of public record, City shall not publish or otherwise disclose, except to Agency or as otherwise required by law, any information or data obtained hereunder from private individuals, organizations, or public agencies in a publication wherein the information or data furnished by or about any particular person or establishment can be identified, except with the written consent of such person or establishment. Information concerning the business of the Agency, its financial affairs, and its relations with its clients and employees, as well as any other information that may be specifically classified as confidential by the Agency, shall be kept confidential. City shall instruct its employees to keep such information confidential by using the same care and discretion that they use with similar information that the city designates as confidential.

A. City and Agency are both subject to the Oregon Public Records Law, ORS 192.410 through 192.505 (2010). City will strive to keep the information provided by Agency confidential to the fullest extent allowed under Oregon law. However, information in the records of the Agency pertaining to the administration of the unemployment insurance, employment service and labor market information programs is confidential and exempt from disclosure under ORS 192.410 to 192.505.

B. If City receives any public records request for disclosure of the information provided by

Agency, within five (5) working days of receiving any such request, City shall notify Agency. Upon tendering of such notice, Agency shall participate and respond to the records request as the original custodians of the records as provided under ORS 192.502(10) applying to transferred records.

**11. Merger Clause**

*This agreement constitutes the entire agreement between the parties. No waiver, consent, modification or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements or representations, oral or written, not specified herein regarding this agreement. Both parties, by the signature below of its authorized representative, hereby acknowledges that s/he has read this agreement, understands it and agrees to be bound by its terms and conditions.*

**SIGNATURES****CITY OF PORTLAND, BUREAU OF  
PLANNING AND SUSTAINABILITY****EMPLOYMENT DEPARTMENT**

By: \_\_\_\_\_  
Sam Adams  
Mayor, Portland, OR

Date

By: \_\_\_\_\_  
Graham Slater  
Workforce & Economic Research  
Manager

Date

**APPROVED AS TO FORM**

*Imda Meng*  
CITY ATTORNEY  
6/23/2010

**EXHIBIT A****INTERGOVERNMENTAL AGREEMENT****City of Portland, Bureau of Planning and Sustainability****STATEMENT OF WORK:**

This agreement allows City of Portland to obtain 2008 or most recently available QCEW data (business name, address and average employment) for administering or enforcing laws related to recycling requirements. This includes planning and outreach to assist businesses with implementing recycling requirements. The purpose of the mailings would be to notify businesses of the following:

- Solid waste and recycling requirements
- Programs and resources available to assist commercial entities in complying with the requirements
- Changes to the requirements
- Enforcement of the requirements.

The City of Portland will receive the requested information from Metro, which already has the relevant QCEW data for use in their geographic information system.