

INTERGOVERNMENTAL AGREEMENT FOR SERVICES

185410

AGREEMENT NO. 30002581

WATER/SEWER BILL DISCOUNT AND
CRISIS ASSISTANCE PROGRAM AGREEMENT

This agreement (AGREEMENT) between the City of Portland (CITY) and Multnomah County, Department of County Human Services, Community Services Division (COUNTY) to provide administration of the eligibility verification for the Water/Sewer Bill Discount Program and Water/Sewer Crisis Assistance program.

RECITALS

1. The CITY has established a Water/Sewer Bill Discount and Crisis Assistance Program to provide financial assistance to low-income households to lessen the impact of rising water/sewer utility costs.
2. The CITY desires to continue to provide Water/Sewer Bill Discounts and Crisis Assistance for low-income households effective on July 1, 2012.
3. The CITY desires to employ an organization to provide program administration services for the eligibility verification of the Water/Sewer Bill Discount Program and Crisis Assistance.
4. The CITY has determined that the COUNTY is best qualified to administer eligibility verification for the Bill Discount Program.
5. The CITY has authorized a total not to exceed amount of \$180,000 to fund the program and enter into a formal agreement for a period of two (2) years with the COUNTY. Funding of \$90,000 is available in the Fiscal Year 2012-13 Budget and funding of \$90,000 is available in the Fiscal Year 2013-14. The CITY's Fiscal Year is defined as July 1 through June 30 of each year.

NOW, THEREFORE, THE PARTICIPANTS AGREE AS FOLLOWS:

1. EFFECTIVE DATE OF AGREEMENT

This Agreement shall be effective July 1, 2012 and terminate June 30, 2014, unless otherwise agreed to by both parties under the provisions of this Agreement.

2. SCOPE OF CITY SERVICES

The CITY shall provide funding for this program, public notification, and general support in accordance with the terms and conditions of this agreement.

3. SCOPE OF COUNTY SERVICES

The COUNTY shall provide eligibility verification of the City's Water/Sewer Bill Discount and Crisis Assistance Program in accordance with the policies and procedures to be mutually developed and agreed upon including:

- a. Application intake and review
- b. Eligibility determination
- c. Regular reporting to the CITY

4. BILLING PROCEDURES AND COMPENSATION

185410

- A. The CITY has authorized a total not to exceed amount of \$180,000 to fund the program and enter into a formal agreement for a period of two (2) years with the COUNTY. Funding of \$90,000 is available in the Fiscal Year 2012-13 Budget and funding of \$90,000 is available in the Fiscal Year 2013-14. The CITY's Fiscal Year is defined as July 1 through June 30 of each year.
- B. By the 15th of the month following the end of the previous quarter after the effective date, the COUNTY shall submit to the CITY an invoice for work performed during the previous quarter. Each invoice shall be based on the number applicants successfully processed through the eligibility process for the Bill Discount and Crisis Assistance Program.
- C. The CITY shall pay the COUNTY for each submitted quarterly bill within thirty (30) days of approval by the CITY'S Project Manager. Invoices shall be submitted electronically to wbaps@portlandoregon.gov or to:

City of Portland Water Bureau
Attn: Accounts Payable
1120 SW 5th Avenue
Room 609
Portland, OR 97204

- D. The CITY shall compensate the COUNTY based on actual costs, for each applicant that is successfully processed through the eligibility verification process for the Bill Discount or Crisis Assistance Program. The CITY shall pay the COUNTY quarterly after receipt of the documentation and approval by the CITY's Project Manager as to the applicants processed.

The annual cost for eligibility verification shall not exceed \$90,000 at \$20.00 each for successfully processed applicants, plus 9.96% for administration costs. At the beginning of each year thereafter, the intake fee of \$20.00 shall automatically be adjusted in the proportion to the change in the "All Items" category of the Consumer Price Index for Urban Wage Earners and Clerical Workers, published by the Bureau of Labor Statistics of the US Department of Labor for the Portland Metropolitan Statistical Area (1982-84 + 100) (the "Index"). The last quarter of the CITY's Fiscal Year shall be the time to adjust the final billing to meet this requirement.

- E. The COUNTY shall fully cooperate with a CITY Audit of the records at any time. The COUNTY shall also fully cooperate with an audit to account for all expenses if necessary.

5. GENERAL AGREEMENT PROVISIONS

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

- D. NON-DISCRIMINATION.** In carrying out activities under this contract, neither party shall discriminate against any employee or applicant for employment because of race, color, religion, sex, age handicap, familial status or national origin. Either party shall take affirmative actions to insure that applicants for employment are employed and that employees are treated during employment, without regard to their race, color religion, sex, age, handicap, familial status or national origin. Such action shall include but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff of termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- E. 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, copy and audit.
- F. INDEMNIFICATION.** Subject to the conditions and limitations of the Oregon Constitution and Oregon Tort Claims Act, ORS 30.260 through 30.300, the COUNTY shall indemnify, defend and hold harmless the CITY from and against all liability, loss and costs arising out of or resulting from the acts of the COUNTY, its officers, employees and agents in the performance of this agreement. Subject to the conditions and limitations of the Oregon Constitution and Oregon Tort Claims Act, ORS 30.260 through 30.300 the CITY shall indemnify, defend and hold harmless the 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.
- G. INSURANCE.** The COUNTY as an agency of the State of Oregon is self insured through the State Insurance Fund, administered by Risk Management Division, Department of Administrative Services. All COUNTY personnel, officers and employees, acting within the scope of their employment are covered by ORS 30.270. The COUNTY is a subject employer under the Oregon Workers' Compensations law in compliance with ORS 656.017, and shall maintain workers' compensation insurance through the duration of this Agreement.
- H. 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 subcontractors used to perform the work under this Agreement, meet the CITY'S Codes pertaining to permits, workmen's compensation, licensing, and all other requirements.
- I. OREGON LAWS AND FORUM.** This Agreement shall be construed according to the laws of the State of Oregon. Any litigation between the CITY and the COUNTY arising under this contract or out of work performed under this contract shall occur, in the state courts, in the Multnomah County Court having jurisdiction thereof and if in the federal Courts, in the United States District Court for the State of Oregon.
- J. FUNDS AVAILABLE AND AUTHORIZED.** The CITY certifies that at the time the Agreement is written that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within current appropriation and limitation. In the event of any extension or non-appropriation, the CITY shall notify the COUNTY its intent to terminate this Agreement.
- K. CAPTIONS.** The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the cope or intent of any provisions of this Agreement.
- L. SEVERABILITY.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the

remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

- M. COMPLIANCE WITH APPLICABLE LAW.** Both parties shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Work under this IGA. Without limiting the generality of the foregoing, parties expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659.425; (iv) all regulations and administrative rules established pursuant to the foregoing laws; (v) Any applicable sections of ORS Chapter 279, and (vi) all other applicable requirements of Federal and State civil rights and rehabilitation statutes, rules and regulations.
- N. FORCE MAJEURE.** Neither Party shall be held responsible for delay or default caused by fire, riot, acts of God and war which are beyond it reasonable control. The affected party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligation under the Agreement.
- O.** The CITY and the COUNTY are the only parties to this Agreement and such are the only parties entitled to enforce its terms. Nothing contained in this Agreement gives or shall be construed to give or provide any benefit, direct, indirect, or otherwise to third parties unless third persons are expressly described as intended to be beneficiaries of its terms.
- P. 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.

6. AMENDMENTS

The CITY and COUNTY may amend this Agreement at any time only by written amendment executed by the CITY and COUNTY. The CITY's Water Bureau Administrator shall be authorized to approve amendments for the City to this Agreement that do not increase the total contract amount above 25% of the original Agreement amount.

7. 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 Portland Water Bureau. All notices to CITY shall be directed to:

Brad Blake, Project Manager
City of Portland
1120 SW 5th Ave – 6th floor
Portland, OR 97204

- B.** The COUNTY Project Manager shall be Christina L. Kenney or such other person designated in writing by the COUNTY. All notices to COUNTY shall be directed to:

Christina L. Kenney, Project Manager
Multnomah County- Department of County Human Services
421 S W Oak St Ave - Suite 200
Portland, OR 97204

8. 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.

9. PERIOD OF AGREEMENT

The term of this agreement shall be effective as of July 1, 2012 and shall terminate effective June 30, 2014. The obligations and duties of this Agreement shall be binding on the COUNTY during any period of the COUNTY has control of the funds or program income under this agreement.

Dated this _____ day of _____, 2012.

City OF PORTLAND

MULTNOMAH COUNTY:

David Shaff, Administrator
Portland Water Bureau

Susan Myers
Susan Myers, Director, Department of
County/Human Services

Date

8/11/12

APPROVED AS TO FORM
APPROVED AS TO FORM:

Date

James H. Van Dyke

City Attorney CITY ATTORNEY

REVIEWED:

Date

APPROVED BY PATRICK HENRY

Patrick Henry, Assistant County Attorney

5/21/12

Date

5-4-12

Date

LaVonne Griffin-Valade
Auditor of the City of Portland

Date