

Mayor Charlie Hales  
David G. Shaff, Administrator

1120 SW 5th Avenue, Room 600  
Portland, Oregon 97204-1926  
Information: 503-823-7404  
www.portlandoregon.gov/water



*An Equal Opportunity Employer*

## INTERGOVERNMENTAL AGREEMENT

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### AGREEMENT NO.

This Intergovernmental Agreement (IGA or Agreement) is entered into by and between the City of Portland, Oregon, acting by and through its Water Bureau, hereafter called "CITY" and the State Board of Higher Education Acting By and Through Portland State University and its Population Research Center (PRC), hereafter called "PRC." This IGA is authorized pursuant to ORS 190.110 and becomes effective upon full execution of this document.

### RECITALS

1. The CITY and the Regional Water Providers Consortium, (Consortium) have an ongoing need for population, housing unit and household estimates and forecasts within their respective water provider service areas to assist with forecasting future water demand.
2. PRC is an interdisciplinary public service, research, and training unit for population-related data and research for the State of Oregon.
3. There are multiple benefits to the region and its water providers to have population, housing unit and household estimates and forecasts conducted at the same time using the same data set and methodology that PRC can provide.
4. The CITY desires PRC's services to prepare population, housing unit and household estimates and forecasts for the Consortium and CITY. PRC's performance on this project shall be consistent, compatible and beneficial to the CITY, Consortium and PRC.
5. The CITY desires to enter into a formal agreement with PRC in the amount of \$96,600 through June 30, 2018.

### NOW, THEREFORE, THE PARTICIPANTS AGREE AS FOLLOWS:

#### 1. STATEMENT OF WORK

- A. The statement of work, including the schedule of tasks to be performed, is described within the attached Exhibit A.

#### 2. BILLING PROCEDURES AND COMPENSATION

- A. The CITY has authorized a total not to exceed amount of \$96,600 to fund the program and enter into a formal agreement for a period of five (5) years. Funding of \$10,100 is available in the Fiscal Year 2012-13. Funding of \$46,300 is available in Fiscal Year 2013-14 and future funding will be budgeted in Fiscal Year 2014-15 through Fiscal Year 2017-18. The CITY's Fiscal Year is defined as July 1 through June 30 of each year.

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B. By June 15 of each year, PRC shall submit to the CITY an invoice for work performed during the previous PWB fiscal year. Funding for this project shall only be disbursed upon receipt of PRC's annual invoice and acceptance and approval of the invoice by the City's Project Manager. Each invoice shall identify the tasks that have been completed per fiscal year per the terms of this agreement.

C. Invoices shall be submitted electronically to [wbaps@portlandoregon.gov](mailto:wbaps@portlandoregon.gov) or to:

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

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

E. The CITY shall pay all amounts to which no dispute exists within 30 days of receipt of the invoice. Payment of any invoice, however, does not preclude the CITY from later determining that an error in payment was made and from withholding the disputed sum from the next progress payment until the dispute is resolved. The PRC shall make full payment to its Subcontractors within 10 business days following receipt of any payment made by the CITY to PRC.

### 3. TERMINATION

This agreement may be terminated by either party. The CITY on thirty (30) days written notice may terminate this Agreement. PRC on ninety (90) days written notice may terminate this Agreement.

### 4. 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.

### 5. ACCESS TO RECORDS

Both parties and their duly authorized representatives shall have access to the books, documents, and records which are directly pertinent to the specific IGA for the purpose of making audit, examination, excerpts and transcript.

**6. INDEMNIFICATION**

Subject to the conditions and limitations of the Oregon Constitution and Oregon Tort Claims Act, ORS 30.260 through 30.300, PRC 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 PRC, 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 PRC 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.

**7. INSURANCE**

PRC as an agency of the State of Oregon is insured through the Oregon University System and the Oregon State Board of Higher Education. PRC is a subject employer under the Oregon Workers' Compensation law in compliance with ORS 656.017, and shall maintain workers' compensation insurance through the duration of this Agreement.

**8. SUBCONTRACTING AND ASSIGNMENT**

PRC shall not subcontract its work under this Agreement, with the exception of work identified in Section 1, Statement of Work without the written consent of the other party. PRC shall assure that all subcontractors used to perform the services under this Agreement, meet the CITY'S Codes pertaining to permits, workmen's compensation, licensing, and all other requirements.

**9. OREGON LAWS AND FORUM**

This Agreement shall be construed according to the laws of the State of Oregon. Any litigation between the CITY and PRC 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.

**10. 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 PRC its intent to terminate this Agreement.

**11. CAPTIONS**

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

**12. 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.

**13. 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.

**14. FORCE MAJURE**

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.

**15. NO THIRD PARTY BENEFICIARY**

The CITY and PRC are the only parties to this Agreement and 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.

**16. 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.

**17. AMENDMENTS**

The CITY and PRC may amend this Agreement at any time only by written amendment executed by the CITY and PRC. 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.

**18. AGREEMENT PROJECT MANAGERS**

- A. The CITY Project Manager shall be Hossein Parandvash or such other person as shall be designated in writing by the Portland Water Bureau. All notices to CITY shall be directed to:

Hossein Parandvash, Principal Economist  
City of Portland  
1120 SW 5<sup>th</sup> Ave 6<sup>th</sup> floor  
Portland, OR 97204  
Phone: (503) 823-5350 Email: Hossein.Parandvash@portlandoregon.gov

- B. The PRC Project Manager shall be Charles Rynerson or such other person designated in writing by the PRC. All notices to shall be directed to:

Charles Rynerson  
Portland State University Population Research Center  
P.O. Box 751-PRC, Portland, OR 97207-0751  
Phone: (503) 725-5157 Email: rynerson@pdx.edu

**19. OWNERSHIP**

- A. The CITY and PRC shall jointly own any and all data, documents, plans copyrights, specifications, working papers, and any other materials the produces in connection with this Agreement.
- B. PRC upon request by the CITY shall provide the CITY copies of the materials referred to above in Ownership of Documents, Section 21.A, including any electronic files containing the materials.

**20. REIMBURSEMENT**

Funding for this project shall only be disbursed per CITY Council approval via CITY Ordinance authorizing payment. In the event this IGA is terminated all unexpended funds shall be returned to the CITY within 60 days of said termination.

**21. SEVERABILITY/SURVIVAL**

If any of the provisions contained in this IGA are held unconstitutional or unenforceable, the enforceability of the remaining provisions shall not be impaired. All provisions concerning the limitation of liability, indemnity and conflicts of interest shall survive the termination of this IGA for any cause.

**22. CONFLICTS OF INTEREST**

No City Officer or employee, during his or her tenure or for one year thereafter, shall have any interest, direct, or indirect, in this IGA or the proceeds thereof. No board of director member or employee of PRC, during his or her tenure or for one year thereafter, shall have any direct financial interest in the IGA or the proceeds thereof. No City Officer or employees who participated in the award of this agreement shall be employed by during this IGA.

**23. CONTRIBUTION**

If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which is jointly liable with the City (or would be if joined in the Third Party Claim ), PRC shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the City in such proportion as is appropriate to reflect the relative fault of on the one hand and of the PRC on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of on the one hand and of the City on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. PRC contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

**24. EFFECTIVE DATE AND DURATION**

This Agreement shall be effective upon final date of execution and terminate on June 30, 2018 unless otherwise agreed to by both parties under the provisions of this Agreement.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**CITY OF PORTLAND**

\_\_\_\_\_  
David G. Shaff  
Administrator

\_\_\_\_\_  
Date

**APPROVED AS TO FORM:**

James H. Van Dyke  
James H. Van Dyke  
City Attorney

3/11/14  
Date

**THE STATE BOARD OF HIGHER EDUCATION ACTING BY AND THROUGH  
PORTLAND STATE UNIVERSITY**

William C. Terry 3-6-13  
William C. Terry, Contracts Officer

## EXHIBIT A

## INTERGOVERNMENTAL AGREEMENT

## AGREEMENT NO.

*Population, Housing Unit, and Household Estimates and Forecasts for Portland Water Bureau and Regional Water Providers Consortium*

**BACKGROUND**

Water providers have an ongoing need for estimates and forecasts of total population and number of housing units and households within their service areas. While some of the water providers within Clackamas, Multnomah, and Washington Counties have obtained this information periodically on an individual basis, a complete and systematic set of estimates and forecasts for all members of the Regional Water Providers Consortium (Consortium) has not been prepared since the Regional Water Supply Plan was last updated in 2004.

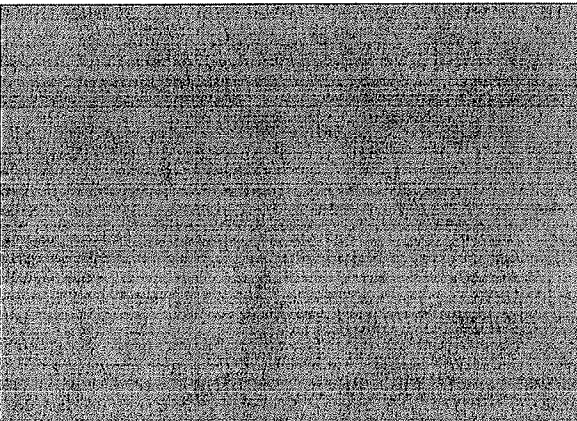
Portland State University's Population Research Center (PRC) is an interdisciplinary public service, research and training unit for population-related data and research for the state of Oregon. The PRC provides population data, information, and research analysis for Oregon and its communities and has access to the data and expertise to conduct this work.

This scope of work specifies that forecasts and initial estimates for water providers shall begin in Fiscal Year 2013-14. Forecasts shall be provided in annual increments. Uniformity in methods and schedule shall be an advantage for water providers working together in the Consortium in addition to the geographic specificity of estimates and forecasts for water providers. All of the water districts and most of the municipal providers have boundaries that do not conform to city or transportation analysis zone (TAZ) boundaries which make their data need unique. Under this scope of work, PRC shall work closely with the Consortium and individual water providers to ensure that the most accurate current service areas boundaries are used; in addition, PRC's estimates and forecasts shall use data from detailed geographic areas including census blocks and tax lots.

The list below provides the current Consortium Members and the Portland Water Bureau (PWB) Wholesalers:

CONSORTIUM MEMBERS	PWB WHOLESALERS
CITIES	
Beaverton	Burlington Water District
	Lake Grove Water District
Forest Grove	Lusted Water District
Gladstone	Palatine Hill WD
Gresham	Pleasant Home WD
Hillsboro	Valley View WD
Lake Oswego	GNR Water Company
Milwaukie	Green Valley Water Co.
Portland	Hideaway Hills Water Co.
Sandy	Lorna Water Co.
Sherwood	Skyview Acres Water Co.
Tualatin	Two Rivers Water Assn.

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Tigard	
Tualatin	
Wilsonville	
<b>DISTRICTS</b>	
Clackamas River Water	
Oak Lodge Water District	
Raleigh Water District	
Rockwood PUD	
South Fork Water Board (Oregon City and West Linn)	
Sunrise Water Authority	
Tualatin Valley Water District	

### SCOPE OF WORK

PRC shall provide updated estimates and long-range (30 year) forecasts for dues paying Consortium members and Portland wholesale customers as outlined above. PRC shall conduct the following tasks for the water service areas of each Consortium member as well as the twelve (12) wholesale customers of the PWB that are not consortium members:

1. Create updated service area boundary maps;
2. Prepare historic and current population, housing unit, and household estimates for each year 1990-2012;
3. Prepare population, housing unit, and household forecasts for each year 2013-2045; and,
4. Extend the estimates one year annually, e.g., 2013 estimates in 2014, until 2016 estimates are produced in 2017.

### DATA SOURCES

Consortium members and PWB shall provide PRC with the following:

- GIS shapefiles containing most recent service area boundaries, as available;
- Paper maps showing most recent service areas, as available;
- Documentation of boundary changes that have occurred, as available;
- Review of initial service area maps prepared by PRC;
- Approval of final service area maps prepared by PRC; and,
- Current counts of residential customers by service area.

PRC shall also use the following information in order to complete the required services:

- GIS shapefiles and data from Metro's RLIS and county GIS departments;
- U.S. Census Bureau, TIGER/Line shapefiles;
- U.S. Census Bureau, 1990, 2000, and 2010 census, Summary File 1 (SF1);
- PRC, annual city and county population estimates;
- Metro, most recent transportation analysis zone (TAZ) household forecasts; and,
- Metro, residential capacity based on buildable land inventory.



### **BRIEF DESCRIPTION OF METHODOLOGY**

PRC shall prepare baseline estimates for current service areas for the census years 1990, 2000, and 2010, using block level census data, and where census blocks are split by service area boundaries, parcel data. Intercensal (1991-1999 and 2001-2009) and postcensal (initially 2011-2012) estimates shall be consistent with the census year estimate, but shall utilize housing development data, county and city estimates, and previous service area estimates prepared by Metro.

Forecasts shall be prepared for each year from 2013 to 2045, using a Housing Unit Method that models changes in housing stock, housing vacancy rates, and average household sizes. Census 2010 block level data, PRC's estimates described above, and Metro's TAZ forecasts and buildable land inventory shall be important inputs in these models.

### **TIMELINE AND PRODUCTS**

The project shall commence upon completion of the agreement and terminate in five (5) years. Initial work shall consist of assembling existing boundary information as described under Data Sources above. PRC shall provide preliminary maps for review within two (2) months of the execution of this agreement. Upon a timely review of the maps by the PWB and Consortium, changes shall be incorporated and final maps shall be prepared by PRC and provided to the PWB at the end of the third month from the start of this agreement. Final maps shall be provided to the PWB in the form of ESRI® GIS shapefiles. This and any other GIS products provided to the City shall be in State Plane/North Zone projection, NAD83/91 datum, and distance units=U.S. survey feet.

At the end of month six, PRC shall provide the PWB and Consortium current and historic population, housing unit, and household estimates in Excel spreadsheets and a written report describing the methodology for establishing the service area boundaries, developing the maps and allocating the demographics. The report shall also include the definition of the demographic statistics and how they were arrived at.

At the end of month 10, PRC shall provide PWB and Consortium population, housing unit, and household forecasts in Excel spreadsheets and a description of forecast methodology in a written report as described above.

PRC shall meet at least once with the PWB and Consortium during FY 2013-14 to review the mapping and forecasting methodology. The meeting will take place during an established Consortium Technical Committee when the mapping and forecasting work is complete. The Consortium will be responsible for coordinating this meeting.

In subsequent years, updated estimates and forecast shall be produced each year on a schedule agreed upon by the Consortium and PRC.

### **COST**

<b>Fiscal Year</b>	<b>Tasks</b>	<b>Total Costs</b>
FY 2012-13	Initiate boundary review, data compilation	\$10,100
FY 2013-14	Continuation of boundary review and data compilation. Initial estimates and forecasts	\$46,300
FY 2014-15	Update estimates	\$9,300
FY 2015-16	Update estimates	\$9,800

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FY 2016-17	Update estimates		\$10,300
FY 2017-18	Update estimates		\$10,800
		<i>Total</i>	<b>\$96,600</b>

**FISCAL YEAR 2014-15 THROUGH FISCAL YEAR 2017-18**

The work plans and associated costs for fiscal years 14-15, 15-16 and 16-17 may change due to the needs of the project. These additional tasks and their specific cost and timelines shall be identified by the PWB Project Manager prior to the start of each of the above stated fiscal years in which they are to be completed. Any changes to this Agreement regarding work plans or cost must be completed via an Amendment signed by the PWB Administrator and PRC's authorized agent.