



EXHIBIT A

Nick Fish, Commissioner
Michael Stuhr, P.E., Administrator

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

187978



INTERGOVERNMENTAL AGREEMENT

CITY OF PORTLAND AGREEMENT NO.: 30005194

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 Multnomah County Health Department, hereafter called "MCHD." This IGA is authorized pursuant to ORS 190.110 and becomes effective upon full execution of this document.

RECITALS

- A. For purposes of complying with the Lead and Copper Rule for drinking water, the City through the Lead Hazard Reduction Program (LHRP) funds lead poisoning prevention programs.
- B. MCHD operates the Program Development and Evaluation Services (PDES) program, which provides professional evaluation services for public health programs.
- C. PDES is capable and willing to implement a program evaluation of the City's LHRP.
- D. The City Council now desires to enter into a formal agreement with MCHD not-to-exceed FIFTY SIX THOUSAND TWO HUNDRED FIFTY DOLLARS (\$56,250).
- E. 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.

NOW, THEREFORE, THE PARTICIPANTS AGREE AS FOLLOWS:

1. TERM

Work shall commence on the effective date of this Agreement. The effective date of this Agreement shall be the earlier date of September 1, 2016 or the date of the last signature by the parties. The expiration date of this agreement shall be December 31, 2017. This Agreement is subject to renewal only by mutual written agreement of the parties via an amendment.

2. STATEMENT OF WORK

The objective of the outcome evaluation is to answer questions regarding the efficacy of the LHRP community partners in reaching targeted subgroups, and raising awareness and knowledge around community lead hazards and resources for reducing exposure to lead. The priority of this evaluation is move beyond the current strategy of process evaluation (what is currently captured in the quarterly reporting) and assess client feedback and perceptions about the programs and their impact on client knowledge, attitudes and behaviors.

MCHD shall provide the City the services set out below:

A. Technical Assistance to Grantees

The MCHD evaluator shall work one-one-one with grantees to finalize strategies and methods for implementing surveys or other information collection methods with clients. The MCHD evaluator shall also provide technical assistance to help upgrade or change ongoing program data collection and management.

B. Data Collection

The MCHD evaluator shall be responsible for overseeing the collection of any needed data from the Water Bureau, LHRP community partners, or participants in the community partners' programs. Data collection shall be standardized to the extent possible, given varying program goals and client types. Data collection may include, but not be limited to: requesting program reports and documents; conducting interviews; or implementing surveys.

C. Data Analysis

The MCHD evaluator shall develop a centralized, de-identified dataset and oversee data entry from the various data gathering strategies across all grantees. The MCHD evaluator shall conduct analysis to summarize results by grantee, and across all grantees, where appropriate.

D. Evaluation questions that may be answered by the evaluation:

- a) Are the LHRP partner organizations raising awareness and knowledge about lead hazard risks in the community?
- b) Do partner organizations improve knowledge about and use of resources for reducing lead exposure?
- c) Are clients satisfied with the services? What suggestions do clients make for improving services?
- d) Are the LHRP partner organizations reaching the most at-risk populations in the Portland community, as targeted?

E. Deliverables

MCHD shall furnish the CITY Project Manager with quarterly progress reports describing any preliminary findings of the program evaluation. Cumulative findings (including any tables, graphs, and a narrative) shall be summarized in a final evaluation report within three months of the end of the grant period, which is understood as of the date of this Agreement to be December 31, 2017. MCHD shall also provide the CITY Project Manager a presentation of the summary of evaluation findings.

F. Program Operations

If a policy issue arises that is not covered by this Agreement, and/or if disagreements in interpretation arise that cannot be settled by the project managers, then the issue shall be referred for resolution in writing simultaneously to the Administrator of the Portland Water Bureau and the Director of Public Health, Multnomah County Health Department. The Administrator and Director shall collaborate to settle the stated disagreement.

3. BILLING PROCEDURES AND COMPENSATION

A. The CITY has authorized a total not to exceed amount of \$56,250 to fund the services required under this Agreement. Funding of \$56,250 has been requested in the Fiscal Year 2016-17 Budget and will be requested in the Fiscal Year 2017-18 Budget. The CITY's Fiscal Year is defined as July 1 through June 30 of each year.

B. In the event this Agreement is terminated pursuant to all unexpended funds shall be returned to the CITY within 60 days of said termination

- C. The City's policy to pay its invoices via electronic funds transfers through the automated clearing house (ACH) network. To initiate payment of invoices, MCHD shall execute the City's standard ACH Vendor Payment Authorization Agreement which is available on the City's website at <http://www.portlandoregon.gov/bfs/article/409834?>.

Upon verification of the data provided, the Payment Authorization Agreement shall authorize the City to deposit payment for services rendered directly into MCHD accounts with financial institutions. All payments shall be in United States currency. Payment of any invoice, however, does not preclude the Collaborator from later determining that an error in payment was made and from withholding the disputed sum from the next monthly payment until the dispute is resolved.

- D. By the 15th of the month following the end of the previous month after the effective date, shall submit to the CITY an invoice for work performed during the previous month. Each invoice shall identify the tasks that have been completed per the terms of this Agreement.
- E. Invoices shall only be submitted to the Portland Water Bureau Finance Office electronically. Email address is as follows: wbaps@portlandoregon.gov
- F. The payments made under this Agreement shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment and incidentals necessary to perform the work and services. MCHD shall be compensated per the attached Attachment A – Budget Table.

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 CITY shall make full payment to its subcontractors within 10 business days following receipt of any payment made by the CITY to MCHD.

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

4. NOTICES

Unless otherwise stated in this Agreement, the designees named below shall be the contract for all activities relating to the Work/Services to be performed under this Agreement.

Agency (Technical Contact):

David Dowler
Program Design & Evaluation Services
827 NE Oregon Street, Suite 250
Portland, Oregon 97232
971-673-0598
David.dowler@state.or.us

Agency (Administrative):

Haiou He
Program Design & Evaluation Services
827 NE Oregon Street, Suite 250
Portland, Oregon 97232
971-673-0600
Haiou.he@state.or.us

City (Technical Contact/Project Manager):

Sarah Messier, Project Manager
City of Portland Water Bureau
1900 N Interstate Avenue, B320
Portland, Oregon 97227
503-823-1547
sarah.messier@portlandoregon.gov

City (Administrative)

Andrew Urdahl
City of Portland Water Bureau
1120 SW 5th Avenue, Room 600
Portland, OR 97204
503-823-7490
andrew.urdahl@portlandoregon.gov

5. TERMINATION

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

6. 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.

7. 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 Agreement for the purpose of making audit, examination, excerpts and transcript.

8. INDEMNIFICATION

Subject to the conditions and limitations of the Oregon Constitution, Article XI, Section 7, and Oregon Tort Claims Act, ORS 30.260 through 30.300, MCHD shall indemnify, defend and hold harmless the CITY from and against all liability, loss and costs arising out of or resulting from the negligent or intentionally wrongful acts of MCHD, its officers, employees and agents in the performance of this agreement.

Subject to the conditions and limitations of the Oregon Constitution, Article XI, Section 9, and the Oregon Tort Claims Act (ORS 30.260 to 30.300) CITY shall indemnify, defend and hold harmless MCHD from and against all liability, loss and costs arising out of or resulting from the negligent or intentionally wrongful acts of CITY, its officers, employees and agents in the performance of this Agreement.

9. INSURANCE

MCHD is self insured. All MCHD personnel, officers and employees, acting within the scope of their employment are covered by ORS 30.270. MCHD 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.

10. SUBCONTRACTING AND ASSIGNMENT

MCHD shall not subcontract its work under this Agreement, with the exception of work identified in this Agreement or attached Statement of Work, without the written consent of the other party. MCHD 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.

11. DISPUTES

The signatories to this Agreement shall expend their best efforts to amicably resolve any dispute that may arise under this Agreement. Any dispute that the signatories are unable to resolve shall be submitted to the Director of the MCHD or his/her designee and the City of Portland Water Bureau Administrator or his/her designee for resolution.

12. OREGON LAWS AND FORUM

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

13. 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 MCHD its intent to terminate this Agreement.

14. 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.

15. 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.

16. FORCE MAJEURE

Neither Party shall be held responsible for delay or default caused by fire, riot, acts of God and war which are beyond its 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.

17. NO THIRD PARTY BENEFICIARY

The CITY and MCHD 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.

18. 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.

19. AMENDMENTS

The CITY and MCHD may amend this Agreement at any time only by written amendment executed by the CITY and MCHD. The CITY's Water Bureau Administrator, upon approval by City Council, is 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. The MCHD shall submit a written request to the City's Technical Contact/Project Manager prior to any amendments to the Agreement. Any amendment to the Agreement shall require the signature of both parties approving authorities.

20. OWNERSHIP OF DOCUMENTS

- A. The CITY and MCHD shall jointly own any and all data, documents, plans copyrights, specifications, working papers, and any other materials produced in connection with this Agreement.
- B. MCHD upon request by the CITY shall provide the CITY copies of the materials referred to above, including any electronic files containing the materials.
- C. Each Party is free to publish the information and data developed by the study. No intellectual property is expected to be developed under the research effort. A copy of the data and the reports provided for in the Statement of Work section of this Agreement shall be delivered to City at the end of the project.

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 Agreement or the proceeds thereof. No board of director member or employee of MCHD, during his or her tenure or for one year thereafter, shall have any direct financial interest in the Agreement or the proceeds thereof. No City Officer or employees who participated in the award of this agreement shall be employed by MCHD Program Development and Evaluation Services during this Agreement.

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 MCHD, is jointly liable with the City (or would be if joined in the Third Party Claim), MCHD 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 the City on one hand and of the MCHD 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 MCHD 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. MCHD contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if MCHD had sole liability in the proceeding.

24. COUNTERPARTS

This Agreement may be signed in two (2) or more counterparts, each of which shall be deemed an original, and which, when taken together, shall constitute one and the same Agreement.

25. EFFECTIVE DATE AND DURATION

This Agreement shall be effective upon final date of execution and terminate on December 31, 2017, unless otherwise agreed to by both parties under the provisions of this Agreement.

Dated this _____ day of _____, 2016.

CITY OF PORTLAND

Michael Stuhr, P.E.
Portland Water Bureau Administrator

Date

~~APPROVED AS TO FORM~~
~~APPROVED AS TO FORM~~

City of Portland
City Attorney

CITY ATTORNEY

Date

MULTNOMAH COUNTY

Joanne Fuller /WJ

Joanne Fuller
Director
Multnomah County Health Department

Date

/s/ Bernadette Nunley
Multnomah County
County Attorney

Via email 7/12/2016
Date

ATTACHMENT A

Multnomah County

Program Design and Evaluation Services

September 1, 2016 – December 31, 2017

Program Design and Evaluation Services Budget	
Expenditure	Cost
Personnel Services	\$41,473.74
Direct Costs	\$10,127.05
Indirect Costs (11.21%)	\$4,649.21
TOTAL REQUESTED BUDGET	\$56,250.00