



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

INTERGOVERNMENTAL AGREEMENT
CITY OF PORTLAND Agreement No.: _____
ENERGY NORTHWEST Agreement No.: X-40613

This Intergovernmental Agreement (IGA or Agreement) is entered into by and between the City of Portland, Oregon, acting by and through its Water Bureau (City) and Energy Northwest (EN), acting by and through its Business Development Fund.

I. EFFECTIVE DATE AND DURATION

This Agreement becomes effective on April 17, 2017. Unless earlier terminated or extended, this Agreement expires (1) on the date when EN's completed performance has been accepted by City in writing or (2) on May 26, 2017, whichever is sooner.

II. AMENDMENTS

The City and EN may amend this Agreement at any time only by written amendment executed by the City and EN. The City's Water Bureau Administrator, upon approval by City Council, is authorized to approve amendments for City to this Agreement that do not increase the total contract amount above 25% of the original Agreement amount. EN shall submit a written request to the City's designee prior to any amendments to the Agreement. Any amendment to the Agreement shall require the signature of both parties' approving authorities. Amendments increasing the total contract amount above 25% of the original Agreement amount shall require approval of City Council for every increase.

III. NOTICE

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

City of Portland Water Bureau	Energy Northwest
Glenn O. Pratt, Project Manager Hydroelectric Project	Leo Quiachon, Manager O&M Professional Services
1120 SW 5 th Avenue, Room 600	Mail Drop 1030 PO Box 968
Portland, OR 97201	Richland, WA 99352-0968
Phone No.: 503.823.6107	Phone No.: 509.377.8610
glenn.pratt@portlandoregon.gov	liquiachon@energy-northwest.com

IV. AUTHORITY

This IGA is authorized pursuant to ORS 190.110 and Chapter 39.34 Revised Code of Washington.

V. STATEMENT OF WORK

Reimbursement not to exceed \$5,000.00 in expenses incurred for training between April 17, 2017 and April 30, 2017.

VI. CONSIDERATION AND INVOICING

The City agrees to reimburse EN the maximum, not to exceed compensation under the Agreement of **\$5,000.00** which includes any allowable expenses incurred in accomplishing the work completed by April 28, 2017 as required by this Agreement. EN shall submit invoices to the City no more than monthly, but no less than

To help ensure equal access to City programs, services, and activities, the City of Portland will provide translation, reasonably modify policies/procedures and provide auxiliary aids/services/alternative formats to persons with disabilities. For accommodations, translations and interpretations, complaints, and additional information, contact 503-823-1058, use City TTY 503-823-6868, use Oregon Relay Service: 711, or visit the City's Civil Rights Title VI & ADA Title II web site.

quarterly. Invoices must include the City's Agreement number, City's designee's name, and line items of expenses detailed by budget category. Invoices shall be submitted electronically to wbaps@portlandoregon.gov.

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.

VII. REPORTING

EN shall submit progress reports to City's designee listed in this Agreement on a quarterly basis in a format determined by the City's designee.

VIII. TERMINATION

This Agreement may be terminated at any time by mutual written consent of both parties. The City may terminate this Agreement effective upon delivery of written notice to EN, or at such later date as may be established by City under any of the following conditions:

- A. If EN fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
- B. If EN fails to perform any of the other provisions of this Agreement 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 City fails to correct such failures within ten (10) days or such longer period as the City may authorize.

IX. 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 Agreement. Without limiting the generality of the foregoing, parties expressly agree 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; and (v) all other applicable requirements of Federal and State civil rights and rehabilitation statutes, rules and regulations.

X. NON-APPROPRIATION

The City's obligations under the Agreement are conditioned upon City receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow the City, in the exercise of its reasonable administrative discretion, to meet its obligations under this Agreement.

XI. INDEMNIFICATION

- A. Subject to the conditions and limitations of the Oregon Constitution Article XI, Section 7, and Oregon Tort Claims Act, (ORS 30.260 to 30.300), EN 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 EN, its officers, employees and agents in the performance of this Agreement.
- B. 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) the City shall indemnify, defend and hold harmless EN from and against all liability, loss and costs arising out of or resulting from the negligent or intentionally wrongful acts of the City, its officers, employees and agents in the performance of this Agreement.

XII. INSURANCE

EN as an agency of the State of Washington is self-insured for industrial insurance purposes. All EN personnel, officers and employees, acting within the scope of their employment are covered by EN's insurance policy.

XIII. 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 EN or his/her designee and the City of Portland Water Bureau Administrator or his/her designee for resolution.

XIV. GOVERNING LAW & VENUE

The provisions of this Agreement shall be construed in accordance with the provisions of the laws of the State of Oregon. Any action or suits involving any question arising under this Agreement must be brought in the appropriate court in Multnomah County, Oregon.

XV. NO THIRD PARTY BENEFICIARY

The City and EN 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.

XVI. OWNERSHIP OF DOCUMENTS

The City and EN shall jointly own any and all data, documents, plans copyrights, specifications, working papers, and any other materials produced in connection with this Agreement.

XVII. 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.

XVIII. ELECTRONIC SIGNATURES

The parties may conduct this transaction, including any amendment, by electronic means including the use of electronic signatures.

AGREED:

ENERGY NORTHWEST

Approved by: <u>Todd Johnson</u>	<u>5/1/17</u>	91-6018049
Signature	Date	Federal ID #
<u>Todd Johnson PR. CONTRACT OFFICER</u>		
Print Name/Title		

CITY OF PORTLAND

Approved as to Form:

Christine Moody
Chief Procurement Officer

City Attorney
City of Portland

Date

Date