

RESOLUTION NO. 2195

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH METEREADERS LLC TO READ CITY OF TROUTDALE WATER METERS.

THE TROUTDALE CITY COUNCIL FINDS AS FOLLOWS:

1. Metereaders last agreement began October 7, 2007.
2. Metereaders LLC has submitted a proposed agreement for continuation of services from January 1, 2013 – December 31, 2017.
3. Metereaders has been performing work in a professional, timely and dependable fashion.
4. The continued use of Metereaders for the reading of water meters allows the use of city staff for maintenance of the water system in an efficient manner.

NOW THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF TROUTDALE

Section 1. The City Manager is authorized to execute the Agreement substantially in accordance with Agreement attached as an Exhibit to the staff report.

Section 2. This resolution shall take effect upon adoption.

YEAS: 7

NAYS: 0

ABSTAINED: 0



Doug Daoust, Mayor

Date 3/14/13



Sarah Skroch, Deputy City Recorder

Adopted: March 12, 2013

METER READING AGREEMENT

This Meter Reading Agreement ("Agreement") is between the City of Troutdale ("City"), a municipal corporation duly chartered under the laws of the State of Oregon, and Metereaders, LLC ("Contractor").

SCOPE OF WORK

The City desires and Contractor is qualified and willing to perform, monthly meter reading services under the terms and conditions provided herein.

A. CONTRACTOR AGREES AS FOLLOWS:

1. Contractor will provide all necessary labor, materials, and equipment to perform meter reading services for each reading period (monthly) and will read all water meters designated by the City to be read. These meters are those located within the municipal limits of the City or otherwise served by the City. Contractor also agrees to make a note of all meters and/or meter boxes observed requiring maintenance and of all citizen concerns brought to his attention and submit that information to the City monthly.
2. Contractor is not responsible for: 1) rendering readings for the opening or closing of customer accounts; 2) re-reading meters; (3) determining whether meters are on or off; 4) notifying customers of leaks in the water system; 5) reading meters inside buildings; or, 6) pumping flooded meter vaults.
3. Contractor is not required to read meters where the access is obstructed in such a manner that the meter cannot be read by the exercise of reasonable diligence. Contractor shall notify the City if conditions make it impossible for the Contractor to perform a meter reading during a specific contracted period. Both parties shall decide when or if the meter readings are to be done for that particular period by the Contractor.
4. Contractor will commence reading meters on or near the twenty-fifth (25th) day of the month. The results of the meter readings shall be submitted to the City on a digital media on the first working day of the following month, along with a list of meters and/or meter boxes requiring maintenance.
5. Contractor agrees to provide liability insurance for the acts or omissions of Contractor and Contractor's agents in an amount not less than \$1,133,300.00 per incident for personal injuries and \$506,900 per incident for property damage. If the limits of liability provided under the Oregon Tort Claims Act, ORS 30.270, or other applicable law should be raised to an amount exceeding those dollar amounts, then Contractor shall provide a policy of insurance that covers such increased amount of liability. The liability insurance coverage's required by this Agreement shall include the City and its officers, agents and employees as Additional Insured's with respect to the activities to be performed by the Contractor under this Agreement. There shall be no cancellation, material change, potential exhaustion of aggregate limits, or intent not to renew insurance coverage without 30 days written notice from the

Contractor or its insurer to the City.

6. Contractor shall furnish an Additional Insured endorsement on ISO CG 20 10 (11 85) form listing as additional insured the "City of Troutdale and its officers, agents, and employees" before beginning work under the Agreement.
7. Contractor will personally indemnify his agents and assigns for all losses not covered by or exceeding the terms of his liability insurance policies. Contractor will make copies of such liability insurance available to the City.
8. Meter reading records will remain the property of City and will be immediately returned by the Contractor to the City upon termination of this Agreement.
9. All information provided by City or obtained by Contractor through performance of this Agreement shall be confidential and shall not be disclosed to any other person.
10. Contractor shall obtain a City business license and shall keep such license in full force and effect during the term of this Agreement.
11. The Contractor shall:
 - a. Make payment promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided in this Agreement.
 - b. Pay all contributions or amounts due the State Industrial Accident Fund from such Contractor and any and all subcontractors incurred in the performance of the Agreement.
 - c. Not permit any lien or claim to be filed or prosecuted against the City on account of any labor or material furnished.
 - d. Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
12. If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with the work as such claim becomes due, the City may pay the claim and charge the amount of the payment against funds due or to become due Contractor under this Agreement.
13. All employers working under this Agreement are subject employers which must comply with ORS 656.017 or employers exempt under ORS 656.126.
14. Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical, and hospital care or other needed care and attention, incident to sickness or injury, to the employees of such Contractor all sums of which the Contractor agrees to pay for such services and all moneys and sums which the Contractor has collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.

15. No person shall be employed to perform work under this Agreement for more than ten (10) hours in any one day or forty (40) hours in any one week, except in cases of necessity, emergency or where public policy absolutely requires it. In such instances, Contractor shall pay the employee at least time and a half pay for all time in excess of eight hours a day or forty hours a week when the work week is five consecutive days Monday through Friday or for all time in excess of ten hours a day or forty hours a week when the work week is four consecutive days Monday through Friday and for work performed on Saturday and on any legal holiday specified in ORS 279B.020, unless the employee is excluded under ORS 653.010 - .261 or 29 USC §201 from receiving overtime.

B. THE CITY AGREES AS FOLLOWS:

1. The City grants to Contractor the exclusive right to read all water meters located in or served by the City, whether now existing or installed during the duration of this Agreement, except that City reserves the right to make special readings for emergency situations, for meters on construction projects and for agricultural meters at such times as the City deems it to be necessary.
2. City will maintain all such meters and meter enclosures in reasonable repair and order at all times so as to facilitate the reading of meters by Contractor.
3. Prior to the commencement of this Agreement, City shall furnish to Contractor a list of meter numbers, initial meter readings, and the account holders' address. City shall update this list monthly.
4. All payments to Contractor shall be made in accordance with the payment terms below.

I. PAYMENTS

- A. Payments to be made from City to Contractor shall be based exclusively on the number of meters read per month. That figure shall be multiplied by the meter reading cost per meter as indicated below:

Period		Meter Reading Cost per Meter
January 1, 2013	December 31, 2013	\$0.56
January 1, 2014	December 31, 2014	\$0.57
January 1, 2015	December 31, 2015	\$0.59
January 1, 2016	December 31, 2016	\$0.60
January 1, 2017	December 31, 2017	\$0.62

These payments are for the work of reading meters, using Contractor's equipment to record the results, and for providing one computer diskette with current readings to the City each month along with a list of meters and/or meter boxes requiring maintenance.

II. COMMENCEMENT DATE AND DURATION

The commencement date of this Agreement is January 1, 2013, and the Agreement shall continue in full force and effect for five (5) years, except as it is otherwise amended consistent with the provisions of IV.B. The first meter readings will commence on or about January 25, 2013, and the results must be submitted to the City on February 1, 2013. The last meter readings will commence on or about December 25, 2017, and the results must be submitted to the City on January 2, 2018.

IV. MISCELLANEOUS PROVISIONS


- A. Indemnification: Consultant shall indemnify and hold harmless the City, its officers, agents and employees from any and all expenses and liability resulting from or arising out of any negligence or misconduct on Consultant's part to the extent that the amount of loss exceeds the applicable insurance carried by the Consultant.
- B. Subject to the provisions of the Oregon Tort Claims Act and the Oregon Constitution, City shall indemnify and hold harmless the Consultant from any and all expenses and liability resulting from or arising out of any negligence or misconduct on City's part to the extent that the amount of loss exceeds the applicable insurance carried by the City.
- C. Amendments: This Agreement may be amended at any time provided that any amendments are in writing and signed by each party.
- D. Governing Law: The Agreement is executed and intended to be performed in the State of Oregon, and the laws of that state shall govern its interpretation and effect.
- E. Assignment: The Contractor shall not assign, sell, or transfer any rights, or delegate any responsibilities under this Agreement without the prior written consent of the City. Any approved assignment does not relieve the Contractor of any obligations of this Agreement, and any transferee shall be considered the agent of the Contractor and bound to perform in accordance with this Agreement. The Contractor shall remain liable as between the original parties to the Agreement as if no assignment had occurred.
- F. Termination. The City may terminate this Agreement whenever it determines that termination of the Agreement is in the best interest of the public. The City will give the Contractor written notice 7 days prior to terminating the Agreement. The Contractor is not entitled to lost profits if the contract is terminated.
- G. Severability. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the rest of the Agreement shall remain in full force and effect and shall in no way be affected,

impaired or invalidated.


- H. Entire Agreement: This instrument contains the entire agreement of the parties relating to the rights granted and obligations assumed by this instrument. Any oral representations or modifications concerning this instrument shall be of no force or effect unless contained in a subsequent written modification signed by both parties.
- I. Attorney's Fees. In the event suit or action is instituted to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover from the other party such sum as the Court may adjudge reasonable as attorney's fees incurred at trial or on appeal of such suit or action, in addition to all other sums provided by law.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate.

CITY OF TROUTDALE

By: (Signature) 
 Name: (Type or Print) Craig Richard
 Title or Position: City Manager
 Date: 3/15/13

CONTRACTOR

By: (Signature) 
 Name: (Type or Print) John Goodwin
 Title or Position: Manager Owner
 Date: 3/25/13