



Nick Fish, Commissioner
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PSU Contract #: 552595

INTERGOVERNMENTAL AGREEMENT

CITY OF PORTLAND AGREEMENT NO.: 30006240

Project Name: Population, Housing Unit, and Household Estimates and Forecasts for Portland Water Bureau and Regional Water Providers Consortium

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 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

- A. 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 service areas to assist with forecasting future water demand
- B. PRC is an interdisciplinary public service, research, and training unit for population-related data and research for the State of Oregon.
- C. Once an Ordinance is approved by CITY Council, the CITY of Portland Water Bureau Administrator is authorized to execute on behalf of the CITY an Intergovernmental Agreement to provide population, housing unit, and household estimates and forecasts for the Project, in accordance with this Agreements scope of work and as approved by the City Attorney's Office.
- D. The CITY desires to enter into a formal agreement with PRC in the not to exceed amount of \$50,000 for a period of three years for the *Population, Housing Unit, and Household Estimates and Forecasts for Portland Water Bureau and Regional Water Providers Consortium* hereafter identified as "Project." Funding of \$24,775 is available in the Fiscal Year 2018-19 and subsequent funds will be requested in Fiscal Years 2019-20 through 2020-21, pending City Council approval of the final budgets.

NOW, THEREFORE, THE PARTICIPANTS AGREE AS FOLLOWS:

1. SUMMARY STATEMENT OF WORK

The statement of work, including the schedule of tasks to be performed, is described within the attached Exhibit A. The budget that supports the work is attached as A1 Budget Detail.

The following is a summary of services that shall be completed by the PRC: Services include preparing historic and current population, housing unit, and household estimates and forecasts.

2. TERM

Work shall commence on the effective date of this Agreement. The effective date of this Agreement shall be the earlier date of (1) September 1, 2018 or (2) the date of the last signature by the parties. The expiration date of this agreement shall be June 30, 2021.

3. BILLING PROCEDURES AND COMPENSATION

- A. The CITY has authorized a total not to exceed amount of \$50,000 to fund the services required under this Agreement. Funding of \$24,775 is available in the Fiscal Year 2018-19. The additional funding shall be requested in the FY 2019-20 and FY 2020-21 Budgets. The CITY's Fiscal Year is defined as July 1 through June 30 of the following year.
- B. Funding for this IGA may only be disbursed upon the CITY's approval. In the event this Agreement is terminated, 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, PRC 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/658486>.

Upon verification of the data provided, the Payment Authorization Agreement will authorize the CITY to deposit payment for services rendered directly into PRC accounts with financial institutions. All payments shall be in United States currency. 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 monthly payment until the dispute is resolved.

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

4. NOTICES

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.

Agency (Technical Contact):

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

CITY (Technical Contact/Project Manager):

Name: Hossein Parandvash
 Address:
 City of Portland Water Bureau
 1120 SW 5th Avenue
 Room 600
 Portland, OR 97204
 Phone: 503-823-5350
 Email: Hossein.Parandvash@portlandoregon.gov

Agency (Administrative):

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

CITY (Administrative):

Name: Corrina Rodriguez
 Address:
 City of Portland
 1120 SW 5th Avenue
 Room 600
 Portland, OR 97204
 Phone: 503-823-7550
 Email: Corrina.Rodriguez@portlandoregon.gov

5. 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.

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 or 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

- A. PRC shall require its contractors and subcontractors that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save, and hold harmless the CITY and its officers, employees, and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of PRC's contractor or any of the officers, agents, employees, or subcontractors of the contractor ("Claims"). It is the specific intention of the Parties that the CITY shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the CITY, be indemnified by the contractor and subcontractor from and against any and all Claims.
- B. Any such indemnification shall also provide that neither PRC's contractor and subcontractor, nor any attorney engaged by PRC's contractor and subcontractor, shall defend any claim in the name of the CITY, nor purport to act as legal representative of the CITY or any of its agencies, without the prior written consent of the CITY. The CITY may, at any time at its election, assume its own defense and settlement in the event that it determines that PRC's contractor is prohibited from defending the CITY, or that PRC's contractor is not adequately defending the CITY's interests, or that an important governmental principle is at issue or that it is in the best interests of the CITY to represent itself. The CITY reserves all rights to pursue claims it may have against PRC's contractor if the CITY elects to assume its own defense.

9. CONTRIBUTION

- A. 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 PRC or CITY with respect to which the 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. Each 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 a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
- B. With respect to a Third Party Claim for which PRC is jointly liable with 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 CITY in such proportion as is appropriate to reflect the relative fault of PRC on the one hand and of CITY 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 PRC on the one hand and of 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's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if PRC had sole liability in the proceeding.
- C. With respect to a Third Party Claim for which CITY is jointly liable with PRC (or would be if joined in the Third Party Claim), CITY 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 PRC in such proportion as is appropriate to reflect the relative fault of CITY on the one hand and of 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 CITY on the one hand and of PRC 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. CITY's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

10. INSURANCE

Portland State University / PRC is a public university, established pursuant to ORS 352. It is insured under the Public Universities Risk Management and Insurance Trust. All PRC personnel, officers and employees, acting within the scope of their employment are covered by the Oregon Tort Claims Act.

PRC 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.

11. SUBCONTRACTING AND ASSIGNMENT

PRC 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. 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.

12. DISPUTES

The signatories to this Agreement shall use 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 PRC or his/her designee and the City of Portland Water Bureau Administrator or his/her designee for resolution.

13. 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.

14. 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 will notify PRC its intent to terminate this Agreement.

15. 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.

16. 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 659A.142; (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.

17. 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.

18. NO THIRD-PARTY BENEFICIARY

The CITY and PRC 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.

19. 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.

20. AMENDMENTS

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

21. OWNERSHIP OF DOCUMENTS

- A. The CITY and PRC shall jointly own any and all data, documents, plans, copyrights, specifications, working papers, and any other materials produced in connection with this Agreement.
- B. PRC, 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. Intellectual Property: 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 term of this Agreement.

22. SEVERABILITY/SURVIVAL

If any of the provisions contained in this Agreement 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 Agreement for any cause.


23. 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 PRC, 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 PRC Program Development and Evaluation Services during this Agreement.

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. Once approved by City Council and signed by all approving authorities, the City's original will reside in the City's electronic contract system, TRIM. This also applies to any amendments under this Agreement.

CITY OF PORTLAND


Michael Stuh, P.E.
Portland Water Bureau Administrator


7/18/18
Date

PORTLAND STATE UNIVERSITY


Greg Smith, Contracts Officer

06/20/2018
Date

APPROVED AS TO FORM:

APPROVED AS TO FORM

City of Portland
City Attorney CITY ATTORNEY

7/13/18
Date

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

The Regional Water Providers Consortium (Consortium) is a collaborative and coordinating organization that works to improve the planning and management of municipal water supplies in the greater Portland, Oregon metropolitan region. The Consortium was formed in 1997, is currently comprised of 20 members and serves Clackamas, Multnomah, and Washington counties. Participation in the Consortium is voluntary, and funding is derived from dues paid by Consortium members.

The City of Portland (City) Water Bureau (Water Bureau) has an Intergovernmental Agreement (Agreement) with the Consortium to provide staffing and financial services to conduct the work of the Consortium. It is under this Agreement that the City provides staff to conduct the work of the Consortium, bills and receives the Consortium's dues, provides the accounting for these funds, and expends the funds under contracts.

Water providers have an ongoing need for estimates and forecasts of total population, number of housing units, and households within their service areas. A complete set of estimates for all members of the Regional Water Providers Consortium (Consortium) and Portland Water Bureau wholesalers has been prepared by Portland State University's Population Research Center (PRC) each year since 2014. In 2014, the study also included forecasts for each year from 2014 to 2045. The Consortium would like to continue this work for the next three years.

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.

The Consortium requests that PRC continue to prepare estimates annually beginning with 2018 estimates in Fiscal Year 2018-19. The Consortium also requests that PRC prepare forecasts in FY 2018-19 for each year from 2019 to 2050. This work will occur annually through 2020-21. The Consortium shall provide PRC with updated boundaries for individual water providers at the commencement of the project.

This scope of work specifies that forecasts and initial estimates for water providers using the updated boundaries shall begin in FY 2018-19. Estimates 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 many of the municipal providers have boundaries that do not conform to city or transportation analysis zone (TAZ) boundaries, which make their data needs unique. Under this scope of work, PRC shall work closely with the Consortium to ensure that updated 2018 service area 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 identifies the Consortium Members and the Portland Water Bureau (PWB) Wholesalers:

CONSORTIUM MEMBERS	PWB WHOLESALERS
CITIES	
Beaverton	Burlington Water District
Cornelius	GNR Water Company
	Green Valley Water Co.
Forest Grove	Hideaway Hills Water Co.
Gladstone	Lake Grove Water District
Gresham	Lorna Water Co.
Hillsboro	Lusted Water District
Lake Oswego	Palatine Hill WD
Milwaukie	Pleasant Home WD

Portland	Skyview Acres Water Co.
Sandy	Two Rivers Water Assn.
Sherwood	Valley View WD
Tigard	
Tualatin	
Troutdale	
DISTRICTS	
Clackamas River Water	
Oak Lodge Water District	
Raleigh Water District	
Rockwood PUD	
South Fork Water Board (Oregon City)	
South Fork Water Board (West Linn)	
Sunrise Water Authority	
Tualatin Valley Water District	
West Slope Water District	

TASKS

The tasks identified in this Exhibit A shall be performed by PRC and support the Population, Housing Unit, and Household Estimates and Forecasts Project (Project). PRC shall provide updated estimates and long-range (30 year) forecasts for Consortium members and PWB 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. Prepare historic and current population, housing unit, and household estimates for each year 2010-2018, to be completed in FY 2018-19;
2. Prepare population, housing unit, and household forecasts for each year 2019-2050, to be completed in FY 2018-19;
3. Prepare population, housing unit, and household estimates for 2019, to be completed in FY 2019-20; and,
4. Prepare population, housing unit, and household estimates for 2020, to be completed in FY 2020-21.

DATA SOURCES

Consortium members and PWB will provide PRC with the following:

- Geographic Information System (GIS) shapefiles containing most recent service area boundaries; 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, 2010 Census, Summary File 1 (SF1);
- PRC, annual city and county population estimates;
- Construction Monitor, Inc., residential building permits;
- 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 year 2010, using block level census data, and where census blocks are split by service area boundaries, parcel data. Postcensal (2011 to most recent estimate year) estimates shall be consistent with the census year estimate, utilizing housing

development data and county, city, and previous service area estimates prepared by PRC. A more detailed explanation of estimates methodology may be found in the report at https://pdxscholar.library.pdx.edu/prc_pub/28/.

Forecasts shall be prepared for each year from 2019 to 2050, 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. A more detailed explanation of forecasts methodology may be found in the report at https://pdxscholar.library.pdx.edu/prc_pub/29/.

TIMELINE AND PRODUCTS

This Agreement shall commence in FY 2018-19 and terminate in three (3) years. Updated water system boundaries will be provided to the PRC by December 2018 in the form of ESRI® GIS shapefiles. This and any other GIS products provided to PRC will be in State Plane/North Zone projection, NAD83/91 datum, and distance units=U.S. survey feet.

By the end of April 2019, PRC shall provide the PWB and Consortium current and historic population, housing unit, and household estimates in Excel spreadsheets and a report describing the methodology for producing the estimates.

By the end of June 2019, PRC shall provide PWB and Consortium population, housing unit, and household forecasts in Excel spreadsheets and a report describing the methodology for producing the forecasts.

In subsequent years, updated estimates shall be produced each year on a schedule agreed upon by the Consortium and PRC, with work typically conducted following the February release of Metro's RLIS GIS data.

Exhibit A1**COSTS/BUDGET FOR SERVICES ARE AS FOLLOWS:**

Fiscal Year	Tasks	Total Costs
FY 2018-19	Compile data for updated service area boundaries; prepare initial estimates and forecasts for Consortium members.	\$22,000
	Prepare initial estimates and forecasts for PWB Wholesalers.	\$ 2,025
	Prepare initial estimates and forecasts by structure type for PWB service area	\$ 750
FY 2019-20	Prepare 2019 estimates for Consortium members.	\$ 8,500
	Prepare 2019 estimates for PWB Wholesalers.	\$ 600
FY 2020-21	Prepare 2020 estimates for Consortium members.	\$ 8,900
	Prepare 2020 estimates for PWB Wholesalers.	\$ 650
	Additional Requests – must be pre-approved by PWB Project Manager.	\$ 6,575
	Total	\$50,000

COSTS FOR POTENTIAL ADDITIONAL REQUESTS

If the Consortium adds new members, they will be incorporated into the study during the next estimate and forecast cycle. New members added before December 31, 2018 shall incur an additional \$750 in costs and after December 31, 2018 the costs shall be \$1,000. GIS shapefiles containing service area boundaries must be submitted to PRC at the time of the request.

Some Consortium members may request estimates and forecasts described in tasks 1 to 4 for more than one service area, such as sub-areas or a planned future service area. If this additional work is requested, the requesting water provider will be invoiced directly by PRC. There will be a one-time cost of \$750 per area if requested by December 31st, 2018, otherwise \$1,000 per area. GIS shapefiles containing area boundaries must be submitted to PRC at the time of the request.

Some Consortium members may request estimates and forecasts by structure type (single family, multiple family, and other housing units). If this additional work is requested, the requesting water provider will be invoiced directly. There will be a one-time cost of \$750 per area if requested by December 31st, 2018, otherwise \$1,000 per area.

FISCAL YEAR 2019-20 AND FISCAL YEAR 2020-21

The work plans and associated costs for Fiscal Years 2019-20 and 2020-21 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.

Amendments increasing the total compensation to the Intergovernmental Agreement may be agreed to and executed by the Portland Water Bureau Administrator up to twenty-five percent of the total Agreement amount. Any increase exceeding twenty-five percent of the total compensation would need City Council approval.