



Amanda Fritz, Commissioner  
Michael Stuhr, P.E., Administrator

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



## AMENDMENT NO. 2

### INTERGOVERNMENTAL AGREEMENT

CITY OF PORTLAND AGREEMENT NO.: 330004057

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 Department of County Human Services, Community Services Division, hereafter called "**County**". This IGA was authorized pursuant to ORS 190.110.

This Agreement is hereby amended as follows:

#### 1. RECITALS

- *Number 1 shall be deleted and replaced with the following:*

The City has established a Leak and Fixture Repair Program to provide financial assistance to low income residence-occupied home owners to repair malfunctioning plumbing fixtures.

- *Number 4 shall be deleted and replaced with the following:*

The City has determined that the County is best qualified to administer the Leak and Fixture Program.

- *Number 5 shall be deleted.*

#### 2. COMPENSATION

*Ordinance No. 186573* authorized an Agreement in the amount of \$300,000. Amendment 1 increased the original amount of the Agreement by \$45,000 bringing the new total to \$345,000. This Amendment 2 shall include and additional increase to the Agreement in the amount of \$130,000. The new Agreement amount shall not exceed \$475,000. Funding is available in FY 2018-19 and additional funding shall be requested in FY 2019-20.

#### 3. STATEMENT OF WORK

The statement of work section shall be deleted and replaced with the following revised Statement of work attached as Exhibit A1.

#### 4. TERM

This Agreement shall be extended to June 30, 2020.

#### 5. PROGRESS REPORTING REQUIREMENTS

*The Progress Reporting Requirement section shall be deleted and replaced with the following:*

The County shall prepare and submit a monthly report for services. With the monthly invoice the County shall include a detailed summary of work completed including costs paid for each customer repair, and a completed water audit form when a water audit was completed.

The City and County shall meet quarterly to discuss the program issues and needs.

**6. BILLING PROCEDURES AND COMPENASATION**

- *Section D shall be deleted and replaced with the following:*

The County's compensation for all services performed in carrying out the work requirements of identified in this Agreement for this Program shall be identified in each invoice submitted by the County. Work requirements include service work; supplies; equipment and material; County's administration fee of 9.96%, and the County's audit service fee amount of \$35 per audit. All service costs and audit fees shall be included and identified by line item on invoices submitted to the City by the County for reimbursement.

- *Section F shall be deleted and replaced with the following:*

The City has the authority to audit the County's records associated with the Leak and Fixture Repair Program upon notice. The County shall fully cooperate with a City Audit of the records at any time. The County shall also fully cooperate with an audit to account for all expenses if necessary.

**7. NOTICES**

The City Project Manager shall be changed from Brad Blake to Sarah Santner. Contact information is as follows:

**City Project Manager:**

Name: **Sarah Santner**  
 Address: 1120 SW 5<sup>th</sup> Avenue  
 Portland, OR 97204  
 Phone: (503) 823-7444  
 Email: sarah.santner@portlandoregon.gov

**SIGNATURES**

All other terms and conditions shall remain unchanged and in full force and effect. This Intergovernmental Agreement Amendment shall 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 amendment.

The parties agree the City and County may conduct this transaction by electronic means, including the use of electronic signatures.

**CITY OF PORTLAND****APPROVED AS TO FORM:**

\_\_\_\_\_  
 Michael Stuhr, P.E., Administrator  
 Portland Water Bureau Administrator

\_\_\_\_\_  
 City of Portland  
 City Attorney

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Date

**MULTNOMAH COUNTY**  
**DEPARTMENT OF COUNTY HUMAN SERVICES**  
**COMMUNITY SERVICES DIVISION**

\_\_\_\_\_  
 Authorizing Signature

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Printed Name

**AMENDMENT NO. 2  
EXHIBIT A1**

**AGREEMENT NO.: 330004057**

**STATEMENT OF WORK**

The County shall provide services for implementing the City's Fixture Repair and Replacement Program. The County will provide administrative oversight, customer contact and screening, appointment scheduling, plumbing coordination, and water efficiency services. The County shall limit service to owner occupied homes where the owner is responsible for paying the sewer/stormwater/water bill and limit program to customers enrolled in the City's Financial Assistance Program or who meet established income eligibility guidelines.

The City shall provide funding for this program, public notification, and general support in accordance with the terms and conditions of this Agreement. City Funded Fixture Repair Services are limited to:

1. Repair and replacement of leaking faucets, showers, and baths;
2. Repair and replacement of water service lines;
3. Replacement of inefficient or broken toilets with WaterSense-labeled high-efficiency toilets; and,
4. Replacement of inefficient or broken washing machines with EnergyStar-labeled washing machines.

**The County shall provide the City with the following services:**

**A. ADMINISTRATIVE OVERSIGHT**

- 1) Coordinate quarterly meetings with County and the City's Project Manager and/ or designated City staff to review program implementation processes.
- 2) Work with the City Project Manager and/or designated staff to develop and maintain applications for services.
- 3) Provide data on customers served and leaks repaired as outlined in the Agreement.

**B. CUSTOMER CONTACT AND SCHEDULING**

- 1) Coordinate customer eligibility screening with the City Project Manager or designated City staff.
- 2) Schedule County weatherization inspector or licensed contract plumber to visit the property to assess the scope of fixture repair work needed.

**C. PLUMBING COORDINATION AND INSPECTION**

- 1) Coordinate response to plumbing repairs needed and issue Work Orders to the licensed plumbing contractor, under a separate Contract managed by Multnomah County for weatherization. The following limits shall apply:
  - Limit the materials and services cost per client to \$5,000 annually unless approved by the City Project Manager in writing (email is acceptable); and,
  - Limit the cost per replacing washing machines to \$800 per customer; and
  - Limit the costs for repair work on the floor or walls of the structure because of the fixture replacement to \$1,000 unless approved by the City Project Manager in writing. (email is acceptable)
- 2) Verify that all repairs made conform with City and County codes and that the County's contractors secure required insurance, permits, and complete required inspections when applicable;
- 3) Pay invoices for material, permits and labor in a timely manner submitted by the County's contractors.

**D. WATER EFFICIENCY SERVICES**

The County shall perform a water audit for full weatherization qualified customers as required. Each audit shall include the following:

- a) Identify and catalogue the location and severity of leaks in the water systems and fixtures including but not limited to faucets, toilets, and pipes.
- b) Place dye tablets in toilets to determine water leaks from the tank to the bowl due to a faulty toilet flapper.
- c) Identify and catalogue inefficient fixtures such as toilets, showerheads, and faucet fixtures. Measure flow at all showerheads and faucets. Catalogue front loading or standard washing machines and dishwasher information present or not.
- d) Demonstrate to customers how to read water meter and check for leaks by utilizing the meter leak detection dial. This shall be completed either at the meter or through a diagram provided in the education material in the packet provided by the utility.
- e) Complete a Portland Water Bureau Water Audit form for each customer. The Water Audit form will be provided by the City Project Manager and shall be the standard form used for each audit.
- f) Install or leave behind the following devices as needed:
  - 1.5 gpm high performance showerheads;
  - 1.0 gpm bubble spray high performance bathroom faucet aerators;
  - 1.5 gpm kitchen swivel faucet aerators; and,
  - Toilet fill-cycle diverters.