



Mingus Mapps, Commissioner
Gabriel Solmer, Director

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EXHIBIT A TO ORDINANCE

INTERGOVERNMENTAL AGREEMENT

CITY OF PORTLAND INTERGOVERNMENTAL AGREEMENT NO.: _____

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

Pursuant to Ordinance Number **Reference ordinance authorizing this amendment, if applicable**

This Intergovernmental Agreement (IGA or Agreement) is entered into by and between the City of Portland, Oregon, acting by and through its Portland Water Bureau, hereafter called "CITY" and Portland State University and its Population Research Center called "(PRC)". This IGA is authorized pursuant to ORS 190.010 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. 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 and again in 2019, the study also included annual forecasts for each year for a 30 year horizon. In fiscal year (FY) 2018-19 PRC utilized and compiled the data using updated service area boundaries. The Consortium would like to continue this work for the next five years.
- C. 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.
- D. The CITY Council has authorized this Agreement for the Population, Housing Unit, and Household Estimates and Forecasts under Ordinance No. *(CAB will Insert Ordinance No. authorizing agreement)*.
- E. 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 with PRC 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.

- F. The CITY desires to enter into a formal agreement with PRC in the not to exceed amount of \$90,000 for a period of five (5) 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 \$19,484 is available in the Fiscal Year 2021-22 pending City Council approval of the final budget

NOW, THEREFORE, THE PARTICIPANTS AGREE AS FOLLOWS:

1. SUMMARY STATEMENT OF WORK

The following is a summary of required tasks and services that shall be completed by the PRC through this Agreement. Attached as Exhibit A is the Statement of Work which details the required tasks and services that shall be completed by PRC. Attached as Exhibit A1 is the Budget Detail that shall be used and followed by the PRC throughout the term of the Agreement.

- A. Prepare 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 July 1, 2021. The expiration date of this Agreement shall be June 30, 2026.

3. BILLING PROCEDURES AND COMPENSATION

- A. The CITY has authorized a total not to exceed amount of \$90,000 to fund the services required under this Agreement. Funding of \$19,484 is available in the Fiscal Year 2021-22. The CITY's Fiscal Year is defined as July 1 through June 30 of the following year.
- B. Funding for this Agreement shall 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 <https://www.portlandoregon.gov/brfs/article/658568>.

Upon verification of the data provided, the Payment Authorization Agreement shall 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 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, the PRC 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. *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. The *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 Ryerson
Phone: (503) 725-5157
Email: ryerson@pdx.edu

CITY (Technical Contact/Project Manager):

Name: Rebecca Geisen
Phone: (503) 823-7493
Email: Rebecca.geisen@portlandoregon.gov

Agency (Administrative):

Name: Ahrea Summers
Phone: (503) 725-5244
Email: ahrea@pdx.edu

CITY (Administrative):

Name: Corrina Rodriguez
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 Agreement, 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 ensure 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

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, *PRC* 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 *PRC*, 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) the City shall indemnify, defend, and hold harmless the *PRC* 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

PRC as an agency of the State of Oregon is self-insured through the State Insurance Fund, administered by Risk Management Division, Department of Administrative Services. All *PRC* personnel, officers, and employees, acting within the scope of their employment are covered by ORS 30.270. *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.

10. SUBCONTRACTING AND ASSIGNMENT

PRC shall not subcontract its work under this Agreement, except for 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.

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 *PRC* or their designee and the CITY of Portland Water Bureau Administrator or their 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 *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.

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 *PRC* 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.

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) Oregon's Public Records Act; (iv) the Americans with Disabilities Act of 1990 and ORS 659A.142; (v) all regulations and administrative rules established pursuant to the foregoing laws; (vi) Any applicable sections of ORS Chapter 279, and (vii) all other applicable requirements of Federal and State civil rights and rehabilitation statues, 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 *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.

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 *PRC* may amend this Agreement at any time only by written amendment executed by the CITY and *PRC*. The CITY of Portland Water Bureau Director, 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.

20. 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; and 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.

21. 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.

22. CONFLICTS OF INTEREST

No CITY Officer or employee, during their 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 their 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.

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 *PRC*, is jointly liable with the 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 the CITY in such proportion as is appropriate to reflect the relative fault of on the one hand and of the *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 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. *PRC* contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State 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.

This Intergovernmental 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.

The parties agree the CITY and Agency may conduct this transaction, including any Agreement amendments, by electronic means, including the use of electronic signatures.

I, the undersigned, agree to perform work outlined in this Agreement in accordance to the STANDARD GRANT AGREEMENT PROVISIONS, the terms and conditions, made part of this Agreement by reference, and Exhibit A: Scope of Work, Exhibit B: Budget and Attachment A, GRANTEE'S APPLICATION made part of this Agreement by reference.

PORTLAND STATE UNIVERSITY AND ITS POPULATION RESEARCH CENTER

BY: _____ Date: _____

Name: _____

Title: _____

INTERGOVERNMENTAL AGREEMENT NUMBER: _____

PROJECT TITLE: _____

CITY OF PORTLAND SIGNATURES:

By: _____

Date: _____

By: _____
Chief Procurement Officer

Date: _____

Approved as to Form:

By: _____
Office of City Attorney

Date: _____

Exhibit A of

INTERGOVERNMENTAL AGREEMENT NO. _____

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 24 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 list below identifies the Consortium Members and the Portland Water Bureau (Water Bureau) Wholesalers:

CONSORTIUM MEMBERS	Water Bureau WHOLESALERS
CITIES	
Beaverton	Burlington Water District
Cornelius	GNR Water Company
Forest Grove	Green Valley Water Co.
Gladstone	Hideaway Hills Water Co.
Gresham	Lake Grove Water District
Hillsboro	Lorna Water Co.
Lake Oswego	Lusted Water District
Milwaukie	Palatine Hill WD
Portland	Pleasant Home WD
Sandy	Skyview Acres Water Co.
Sherwood	Two Rivers Water Assn.
Tigard	Valley View WD
Tualatin	
Troutdale	
Wilsonville	
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	

The City of Portland (City) Water Bureau has an Intergovernmental Agreement (Agreement) with the Consortium to provide administrative, 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.

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. 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 Consortium and Water Bureau wholesalers has been prepared by PRC each year since 2014. In 2014 and in 2019, the study also included annual forecasts for each year for a 30-year horizon. In the City's Fiscal Year (FY) 2018-19 PRC utilized and compiled the data using updated service area boundaries.

This scope of work specifies that forecasts and initial estimates for water providers using the updated boundaries shall begin in City FY 2021-22. 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. PRC shall work closely with the Consortium to ensure that updated 2021 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 Consortium shall provide PRC with updated boundaries for individual water providers at the commencement of the Project. PRC shall prepare estimates annually beginning with 2021 estimates in City FY2021-22. This work will occur annually through City FY 2025-26. PRC shall also prepare forecasts in City FY 2022-23 for calendar year 2023 to calendar year 2060 utilizing new 2020 census data.

TASKS

The tasks identified below 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, 38 year) forecasts, for Consortium members and Water Bureau 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 wholesale customers of the Water Bureau that are not Consortium members:

- a) Prepare historic and current population, housing unit, and household estimates for each year starting in City FY 2020-2021, to be completed in City FY 2021-22.
- b) Prepare population, housing unit, and household estimates for 2022, to be completed in City FY 2022-23.
- c) Prepare population, housing unit, and household forecasts for each calendar year from 2023 through 2060, to be completed in City FY 2022-23.
- d) Prepare population, housing unit, and household estimates for 2023, to be completed in City FY 2023-24.
- e) Prepare population, housing unit, and household estimates for 2024, to be completed in City FY 2024-25.
- f) Prepare population, housing unit, and household estimates for 2025, to be completed in City FY 2025-26.

DATA SOURCES

Consortium members and the Water Bureau 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 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, 2020 Census.
- PRC, annual city, and county population estimates.
- Construction Monitor, Inc., residential building permits.
- City of Portland, residential building permits.

- City of Portland, residential capacity based on buildable lands inventory.
- Metro, most recent transportation analysis zone (TAZ) household forecasts; and,
- Metro, residential capacity based on buildable land inventory.

190434

DESCRIPTION OF METHODOLOGY

PRC shall prepare baseline estimates for current service areas for the census year 2020, using block level census data, and where census blocks are split by service area boundaries, parcel data. Postcensal (2021 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 calendar year from 2022 to 2060, using a Housing Unit Method that models changes in housing stock, housing vacancy rates, and average household sizes. Census 2020 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 July 1, 2021 and terminate in five (5) years. Updated water system boundaries will be provided to the PRC by December 2021 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 2022, PRC shall provide the Water Bureau and Consortium current and historic population, housing unit, and household estimates in Excel spreadsheets and a report describing the methodology for producing the estimates.

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

By the end of June 2023, PRC shall provide the Water Bureau and Consortium population, housing unit, and household forecasts in Excel spreadsheets and a report describing the methodology for producing the forecasts.

Exhibit A1
COSTS/BUDGET FOR SERVICES

190434

City Fiscal Year	Tasks	Total Costs
FY 2021-22	Compile data for updated service area boundaries; prepare 2021 estimates for Consortium members.	\$17,706
	Prepare 2021 estimates for Water Bureau Wholesalers.	\$889
	Prepare 2021 estimates by structure type for Water Bureau service area.	\$889
FY 2022-23	Prepare 2022 estimates and 2023-2060 forecasts for Consortium members.	\$19,385
	Prepare 2022 estimates and 2023-2060 forecasts for Water Bureau Wholesalers.	\$2,146
	Prepare 2022 estimates and 2023-2060 forecasts by structure type for Water Bureau service area.	\$1,839
	Prepare 2022 population, housing unit and household estimates and 2023-2060 forecasts by structure type, and 2022 wage and salary employment estimates for up to 15 Water Bureau subareas as needed	\$3,066
FY 2023-24	Prepare 2023 estimates for Consortium members.	\$9,897
	Prepare 2023 estimates for Water Bureau Wholesalers.	\$952
	Prepare 2023 estimates by structure type for Water Bureau service area.	\$952
FY 2024-25	Prepare 2024 estimates for Consortium members.	\$10,230
	Prepare 2024 estimates for Water Bureau Wholesalers.	\$985
	Prepare 2024 estimates by structure type for Water Bureau service area.	\$985
FY 2025-26	Prepare 2025 estimates for Consortium members.	\$10,575
	Prepare 2025 estimates for Water Bureau Wholesalers.	\$1,020
	Prepare 2025 estimates by structure type for Water Bureau service area.	\$1,020
	Contingency: Additional requests related to the estimates and forecasts — must be pre-approved by Water Bureau Project Manager.	\$7,464
	Total	\$90,000

COSTS FOR POTENTIAL ADDITIONAL REQUESTS

Should the Consortium add new members, they will be incorporated into the study during the next estimate and forecast cycle. New members shall incur an additional \$850 in costs in the year in which they are added. GIS shapefiles containing service area boundaries must be submitted to PRC at the time of the request. **190434**

Some Consortium members may request estimates and forecasts described in Tasks A through F for more than one (1) 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 cost of \$850 per area for estimates and \$850 per area for forecasts. 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 cost of \$850 per area for estimates and \$850 per area for forecasts.

CITY FISCAL YEAR 2022-23 TO FISCAL YEAR 2025-26

The work plans and associated costs for City FY 2022-23 to FY 2025-26 may change due to the needs of the project. These additional tasks and their specific cost and timelines shall be identified by the Water Bureau 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 Water Bureau's authorized signature authority and PRC's authorized agent.