

INTERGOVERNMENTAL AGREEMENT FOR SERVICES**WATER/SEWER BILL DISCOUNT AND CRISIS ASSISTANCE PROGRAM AGREEMENT**

This agreement (AGREEMENT) between the City of Portland (CITY) and Multnomah County, Department of County Human Services, Community Services Division (COUNTY) to provide administration of the eligibility verification for the Water/Sewer Bill Discount Program and Water/Sewer Crisis Assistance program.

RECITALS

1. Whereas, the City has established a Water/Sewer Bill Discount and Crisis Assistance Program to provide financial assistance to low-income households, so as to lessen the impact of rising water/sewer utility costs.
2. Whereas, the City desires to continue to provide Water/Sewer Bill Discounts and Crisis Assistance for low-income households effective on July 1, 2008.
3. Whereas, the City has authorized \$180,000 to fund a two-year program.
4. Whereas, the City desires to employ an organization to provide program administration services for the eligibility verification of the Water/Sewer Bill Discount Program and Crisis Assistance.
5. Whereas, the CITY has determined that the COUNTY is best qualified to administer eligibility verification for the Bill Discount Program.

NOW, THEREFORE, THE PARTICIPANTS AGREE AS FOLLOWS**1. EFFECTIVENESS OF AGREEMENT**

This AGREEMENT shall be effective **July 1, 2008** and terminate **June 30, 2010**, unless otherwise agreed to by both parties under the provisions of this Agreement.

2. SCOPE OF CITY SERVICES

The CITY will provide funding for the program, public notification, and general support in accordance with the policies and procedures to be developed and mutually agreed upon.

3. SCOPE OF COUNTY SERVICES

The COUNTY will provide eligibility verification of the City's Water/Sewer Bill Discount and Crisis Assistance Program in accordance with the policies and procedures to be mutually developed and agreed upon including:

- a. Application intake and review;
- b. Eligibility determination; and
- c. Regular reporting to the City

4. CITY AND COUNTY PROJECT MANAGERS

The City Project Manager will be Brad Blake or such other person as will be designated in writing by the heads of the Portland Water Bureau and Bureau of Environmental Services.

The County Project Manager will be Gary Walsworth or such other person as will be designated in writing by the head of the Community Services Division.

The Project Managers are authorized to approve work and give notices referred to herein, to terminate this agreement as provided herein and to carry out any other City or County actions referred to herein.

5. COMPENSATION

The CITY will compensate the COUNTY based on actual costs, for each applicant that is successfully processed through the eligibility verification process for the Bill Discount or Crisis Assistance Program. The City will pay the County quarterly after receipt of the documentation and approval by the project managers as to the applicants processed. The annual cost for eligibility verification shall not exceed \$90,000, at \$18.00 for each successfully processed applicant, plus 9.96 percent for administration costs. At the beginning of each year thereafter, the intake fee of \$18.00 shall automatically be adjusted in the proportion to the change in the "All Items" category of the Consumer Price Index for Urban Wage Earners and Clerical Workers, published by the Bureau of Labor Statistics of the US Department of Labor for the Portland Metropolitan Statistical Area (1982-84 + 100) (the "Index"). The last quarter of the fiscal year will be the time to adjust the final billing to meet this requirement.

6. AMENDMENTS

By mutual agreement this Agreement may be amended by a written document signed by the authorized representatives of each party. Any increase in compensation to the County must be approved by Council.

7. SUBSEQUENT WORK AND FINANCIAL COMMITMENTS

The CITY on thirty (30) days written notice, may terminate this Agreement. The COUNTY on ninety (90) days written notice, may terminate this agreement. At the end of the first contract year, the CITY will review that year's final report before continuing into the second and any subsequent year(s) program

8. COMPLIANCE WITH LAW

In connection with their activities under the Agreement, the City, and County will comply with all applicable Federal, State, and Local laws and regulations.

9. OREGON LAW AND FORUM

This Agreement shall be considered according to the law of the State of Oregon. Any litigation between the City and the County under this Agreement shall occur, if 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 District of Oregon.

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10. INDEMNIFICATION

To the extent permitted by the Oregon Tort Claims Act, the CITY agrees to indemnify, defend, and hold harmless the COUNTY from any and all claims, demands, suits, and actions (including attorney fees and costs) resulting from or arising out of the act of the CITY and its officers, employees and agents in performance of this Interagency Agreement. To the extent permitted by the Oregon Tort Claims Act, the COUNTY agrees to indemnify, defend, and hold harmless the CITY from any and all claims, demands, suits, and actions (including attorney fees and costs) resulting from or arising out of the acts of the COUNTY and its officers, employees, and agents in performance of this Interagency Agreement.

CITY OF PORTLAND

MULTNOMAH COUNTY, OREGON

Randy Leonard, Commissioner

Ted Wheeler / MAW
Ted Wheeler, County Chair

Date

Date

David Shaff, Administrator
Portland Water Bureau

Joanne Fuller, Director
Department of County Human Services

Date

Date

APPROVED AS TO FORM

REVIEWED:

APPROVED AS TO FORM
City Attorney

APPROVED BY PATRICK HENRY
Patrick Henry, Assistant County Attorney

Date

Date

Gary Blackmer
Auditor of the City of Portland

Date