



Randy Leonard, Commissioner
David G. Shaff, Administrator

1120 SW 5th Avenue, Room 600
Portland, Oregon 97204-1926
Information: 503-823-7404
www.portlandonline.com/water



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AMENDMENT NO. 1 to
INTERGOVERNMENTAL AGREEMENT FOR SERVICES

CITY CONTRACT NUMBER 38116
COUNTY CONTRACT NUMBER 0709032

This amends Intergovernmental Agreement Number **38116** that was entered into on **July 1, 2008**, by and between the City of Portland, acting by and through its Water Bureau, hereafter called CITY and Multnomah County Department of Human Services, hereafter called County.

The Intergovernmental Agreement is amended as follows:

1. Section 3.A.a) replace the word medium with median.
2. Delete the following sentence in Section 3. SCOPE OF COUNTY SERVICES, A. e):

“Provide quarterly progress reports to the CITY for the program’s duration;”

And replace with the following in Section 3. SCOPE OF COUNTY SERVICES, A.:

“Replace rather than repair leaking or broken toilet fixtures. If there is repair work on the floor or walls of the structure as a result of the toilet replacement, the City will pay up to \$500.00 of the repair costs.”

3. Section 3.A.j) replace the words “quarterly progress reports” with “final report”.
4. Add to Section 3.A. the following article:

k) Perform Water Audits to qualified customers. Each audit shall include the following:

- Complete Water Audit form as provided by the CITY for each customer.
- Identify and catalogue the location and severity of leaks in the water systems and fixtures (including faucets, toilets, pipes, etc.).
- Place dye tablets in toilets to determine water leaks from the tank to the bowl due to a faulty toilet flapper.
- Identify and catalogue inefficient fixtures (toilets, showerheads, faucet fixtures).
- Measure flow at all showerheads and faucets.
- Catalogue washing machine (front loading or standard) and dishwasher (present or not) information.

- Demonstrate to customers how to read water meter and check for leaks by utilizing the meter leak detection dial. If feasible, at the meter or through a diagram provided in the education material in the packet provided by the utility.
- 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 with temporary shut off high performance kitchen swivel faucet aerators,
 - * toilet displacement bags,
 - * toilet fill-cycle diverters,
- Distribute water conservation information packet as prepared by the water providers to each participant.
- Provide field data in an Excel worksheet for CITY.
- Provide hard copies of assessment forms to CITY.
- The City will pay the County \$35 per audit completed and documented.

5. Delete the following sentence in Section 4. BILLING PROCEDURES AND COMPENSATION, A.:

“Each month after the effective date, the COUNTY shall submit to the CITY a bill for work performed during the previous month. Each bill shall itemize number of homes repaired/worked on, all work performed, services rendered and all labor, materials, supplies, equipment and incidentals, necessary to perform the work. - modify to explain monthly billing requirements.”

And replace with the following in Section 4. BILLING PROCEDURES AND COMPENSATION, A.:

“By the 15th of each month after the effective date, the COUNTY shall submit to the CITY a bill for work performed during the previous month. Each bill must include a copy of the Work Order Funding Snapshot, the County Weatherization Work Order, and the invoice from the plumber for all work included in the bill. If the invoice included Water Audit charges, the hard copy of the Audit results must be included with the bill.

6. Revise the per year compensation article for all services performed under Section 4. BILLING PROCEDURES AND COMPENSATION, C. to read as follows:


“The CITY shall pay the COUNTY an estimated \$62,500 per year compensation for all services performed in carrying out the repairs including work, services, supplies, materials, equipment, incidentals, and COUNTY administration fee which shall be (9.96%) of each billing. The COUNTY shall coordinate with the CITY’S Project Manager 30 days prior to should compensation exceed the estimated annual total identified in this amendment.”

7. Delete the words “Portland Water Bureau” in Section 5. PROGRESS REPORTING REQUIREMENTS, A. and replace with “CITY’S Project Manager”.
8. Delete Section 5.A a) and b) in its entirety and replace with the following:

- a) A monthly report in the form on an excel spreadsheet which includes summary data for all work orders completed that month, results of water audits, and income data. These reports are due by the 15th of each month and should match the billing reports. The format of the excel report will be mutually agreed upon by the City and County project managers.
- b) A final report, due July 30, 2009, which summarizes the year's program and includes the following:
 - 1. A narrative of program progress and results.
 - 2. Client Evaluations of the program
- 9. Delete "Thomas Brodbeck" in Section 8. B. and Section 10. D. and replace with "Christina L. Kenney".
- 10. Delete "Community Programs and" in Section 8.B. and replace with School & Community.

All other terms and conditions shall remain unchanged and in full force and effect. NOW, THEREFORE, in consideration of the recitals set forth above, the parties agree to all conditions of Intergovernmental Agreement No. **38116** as amended. All other terms and conditions shall remain unchanged and in full force and effect.

CITY OF PORTLAND SIGNATURES:


Approved:
 By: 
 David G. Shaff, Administrator
 Portland Water Bureau

Date: 04.01.2010

Approved:
 By: _____
 Office of City Auditor

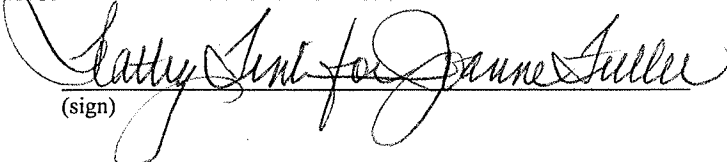
Date: _____

APPROVED AS TO FORM

Approved as to Form:
 By: 
 Office of City Attorney
CITY ATTORNEY

Date: 3/12/10

MULTNOMAH COUNTY SIGNATURES:

By: 
 (sign)

 Name/Title

Date: 2/25/10

Reviewed:
 By: APPROVED BY PATRICK HENRY
 County Attorney

Date: 2-25-10