

EXHIBIT A



CITY OF
PORTLAND, OREGON

BUREAU OF WATER WORKS

Randy Leonard, Commissioner
David G. Shaff, Administrator
1120 SW 5th Avenue
Portland, Oregon 97204
Information (503) 823-7404
Fax (503) 823-6133
TDD (503) 823-6868

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement (IGA) is entered into by and between the City of Portland, acting by and through its Water Bureau, hereafter called City and the State of Oregon acting by and through the Board of Higher Education on behalf of Portland State University, hereafter called PSU.

This IGA is authorized pursuant to ORS 190.110 and becomes effective upon full execution of this document.

PURPOSE

PSU will examine the safety climate and work-family stress-related causes of accidents among water bureau employees.

GENERAL PROVISIONS

1. Effective Date and Duration. This IGA is effective from the date of execution by both parties. Unless earlier terminated or extended, this IGA shall expire no later than December 31, 2006.
2. Statement of Work. The statement of work (the "Work") including the delivery schedule for such Work is contained in Exhibit A.
3. Consideration. City agrees to pay PSU a Cost-Reimbursable sum not to exceed \$5,000 for accomplishment of the work.
4. Project Representatives. Each party has designated a project manager to be the formal representative for this agreement. All reports, notes, and other communications required under or relating to the technical aspects this IGA shall be directed to the appropriate individual. PSU has also designated an administrative contact, to whom all administrative matters regarding this Agreement shall be directed. Payments shall be directed to PSU's Research Accounting, as outlined in Article 8, D.

CITY

Project Manager: Eric Fullan
Organization: City of Portland
Bureau of Water Works

Address: 1900 N Interstate Avenue
Portland, OR 97227
Phone: 503-823- 1520
Fax: 503-823-4500
Email: efullan@water.ci.portland,.or.us

PSU

Project Manager: Leslie B. Hammer, Ph.D.
Organization: Portland State University

Address: : P.O. Box 751
Portland, OR 97201
Phone: 503-725-3971
Fax: 503-725-3904
Email: hammerl@pdx.edu

Administrative Contact: Martha Kierstead

PO Box 751 (ORSP)
Portland, OR 97207-0741
Phone: (503) 725-8434
Fax: (503) 725-3416
Email: kierstmj@pdx.edu

5. Subcontracts. PSU may enter into any subcontracts for the work scheduled under this IGA provided subcontractors are selected pursuant to City's established procurement policies.
6. IGA Documents. This IGA consists of the following documents, which are listed in descending order of precedence: This IGA, Exhibit A, Work Statement and Budget. All attached Exhibits are hereby incorporated for reference.
7. Amendments. The terms of this IGA shall not be waived, altered, modified, supplemented, or amended in any manner whatsoever, except by written instrument signed by both parties.

8. Reimbursement:

- A. PSU shall submit itemized invoices to City for reimbursement of services performed, noting this IGA number.
- B. The invoice shall be submitted in duplicate, identifying the City's IGA number to:

Eric Fullan
City of Portland, Bureau of Water Works
1900 N Interstate Avenue
Portland, OR 97227

The City shall pay all approved invoices within 30 days.

- C. In the event this IGA is terminated pursuant to Paragraph 9, all unexpended funds shall be returned to the City within 60 days of said termination.
- D. Payment shall be sent to Portland State University, Research Accounting, PO Box 751 (BO/RA), Portland, OR 97207-0751

9. Termination.

- A. The parties may agree to an immediate termination of this IGA or at a time certain upon mutual written consent.
- B. Either party may terminate this IGA effective no less than 30 days from delivery of written notice.
- C. Either party may terminate this IGA effective not less than 30 days from written notice or at such other date as may be established by both parties under any of the following conditions:
 - i. If funding is not obtained and continued at levels sufficient to allow for purchase of the specified services. When possible, and when agreed upon, the IGA may be modified to accommodate a reduction in funds.
 - ii. If federal or state regulations or guidelines are modified, changed or interpreted in such a way that the services are not longer allowable or appropriate for purchase under this IGA, or are no longer eligible for the funding proposed for payments authorized under this IGA.
- D. Either party may terminate this IGA in the event of a breach by the other party. Prior to such termination, however, the party seeking termination shall give the other party written notice of the party's intent to terminate. If the party has not cured the breach

within 10 days or a longer period as granted in the cure notice, the party seeking compliance may terminate the IGA.

10. Funds Available and Authorized. The City certifies that at the time the IGA is written that sufficient funds are available and authorized for expenditure to finance costs of this IGA within current appropriation and limitation. Both parties understand and agree that payment of amounts under this IGA attributable to work performed after the last date of the current budget period is contingent on either party receiving appropriations, limitations or other expenditure authority.
11. Captions. The captions or headings in this IGA are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this IGA.
12. Choice of Venue. Oregon law shall govern this IGA and all rights, obligations and disputes arising out of the IGA. Venue for all disputes and litigation shall be in Multnomah County, Oregon.
13. Severability/Survival. If any of the provisions contained in this IGA 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 IGA for any cause.
14. 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 IGA for the purpose of making audit, examination, excerpts and transcript.
15. 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 659.425; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statues, rules and regulations. Both party's performance under this IGA is conditioned upon either parties compliance with the provisions of ORS 279.312, 279.314, 279.320 and 279.555, which are incorporated by reference herein.
16. Portland State University (UNIVERSITY), 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 UNIVERSITY personnel, officers and employees, acting within the scope of their employment are covered for claims arising out of a single accident or occurrence, limited by ORS 30.270. UNIVERSITY is a subject employer under the Oregon Workers' Compensation law in compliance with ORSS 656.017, and will maintain workers' compensation insurance throughout the duration of this Agreement.
17. No Third Party Beneficiary. The City and PSU are the only parties to this IGA and as such, are the only parties entitled to enforce its terms. Nothing contained in this IGA 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. Indemnification. Within the limits of the Oregon Tort Claims Act, codified at ORS 30.260 through 30.300, each party agrees to indemnify and defend the other and its officers, employees, agents and representatives from and against all claims, demands, penalties and causes of action of any kind or character relating to or arising from this IGA, including the

Exhibit A, Statement of Work
Study Safety Climate at the City of Portland Water Bureau

Background

Safety climate refers to perceptions of the policies, procedures and practices relating to safety (Neal & Griffin, 2004). It can be seen as a shared perception of safety's value in the work environment. Further, safety climate serves as one of many causes that could influence safety behavior (Neal & Griffin, 2004). Work-family conflict can be defined as "a form of inter-role conflict in which the role pressures from work and family domains are mutually incompatible in some respect" (Greenhaus & Beutell, 1985, p. 77).

A study by Cullen and Hammer (2005) found that increased family-to-work conflict was associated with decreased compliance with safety rules and less willingness to participate in discretionary safety meetings, primarily through decreased safety motivation. In addition, Chen, Rosencrance, and Hammer (2006) found that work-to-family conflict was related to reports of injuries among construction workers. *The purpose of this project would be to examine the safety climate and work-family stress-related causes of accidents among water bureau employees.* Below we discuss the timeline and specific logistics of the project.

Portland State University's Deliverables:

1. Portland State University will review literature, conduct several focus groups with employees, develop survey instrument.
2. **September 1-October 31:** Portland State University shall administer paper-and-pencil survey to field crews during safety/staff meetings. Administer web survey to office personnel. Specifically, the data will be collected from the following locations: Downtown Office, which includes finance, administration, engineering and other construction inspectors (N=150); Interstate Office, which includes 250 workers, 120 of whom are field workers; Sandy River Station, which includes 20 workers; , and the 15 workers in the water treatment plant. We anticipate about a 70% participation rate, consistent with the SHARP survey.

Portland State University shall link workers surveys with their managers/supervisors/crew leaders, depending on their positions. Data shall also be linked to objective injury data such as Occupational Safety and Health Administration (OSHA) recordable and non-recordable. The Water Bureau shall also request respondents to report on near misses.
3. **November 1-November 30:** Portland State University shall complete data analysis.
4. **December 1-December 31:** Portland State University shall prepare report and provide formal presentation of report to the Water Bureau.
5. **Budget:** The project will be directed by Drs. Leslie Hammer and Donald Truxillo. Rachel Daniels, a graduate student in the Industrial/Organizational-Occupational Health Psychology program at Portland State University will carry out most project related activities and will use the project to form the basis for her Masters thesis.

Total funds shall to be reimbursed under this agreement shall not exceed **\$5,000**. Funds shall be used to compensate Portland State University for approximately 20 hours/week beginning on the date at which every party has signed this agreement through December 31, 2006.

Other incidental costs negotiated between the Water Bureau and Portland State University, for survey duplication, etc. shall be covered by the Water Bureau. All Work outlined under the Intergovernmental Agreement (IGA) shall be completed no later than December 31, 2006.

Water Bureau Project Budget
Leslie Hammer, Ph.D.
8/21/06

Budget--\$5,000

The project will be directed by Drs. Leslie Hammer and Donald Truxillo. Rachel Daniels, a graduate student in the Industrial/Organizational-Occupational Health Psychology program at Portland State University will carry out most project related activities and will use the project to form the basis for her Masters thesis.

\$5,000 will be used to compensate Rachel Daniels for approximately 20 hours/week between July 1-December 31. These funds will be used for summer compensation, as well as for one quarter tuition and a .49 FTE stipend based on a annual rate of \$19,500.

Other incidental costs for survey duplication, etc. will be covered by the Water Bureau.

Summer wages =	\$383
Tuition =	\$2,100
Stipend=	\$2,121
OPE @ .05 =	\$106
IndirectCost @ 10%	290
TOTAL	\$ 5,000