

INTERGOVERNMENTAL AGREEMENT

Agreement No. _____

This Intergovernmental Agreement (IGA) is entered into by and between the City of Portland (CITY) acting by and through the Office of Healthy Working Rivers, hereafter called "the Rivers Office" and Oregon Consensus, National Policy Consensus Center, Portland State University, hereafter called "AGENCY".

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

PURPOSE

The Rivers Office and Agency desire to work together to conduct an assessment of issues related to maintenance dredging of sediment in the Willamette Rivers south and central reaches as it flows through Portland. Sediment build up may impact public and private uses of the river including marinas, boat ramps, parks and floating homes. Dredging of sediment is subject to regulatory requirements and management and disposal of dredged materials may be expensive. The Agency will assess the nature and extent of issues related to maintenance dredging and will report back to the Rivers Office.

By this IGA, the Agency agrees to provide the necessary personnel, equipment and expertise to perform the services identified in the Statement of Work, and the Rivers Office agrees to reimburse AGENCY for costs associated with the provision of these services as described in this document.

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 when AGENCY's completed performance has been accepted by The Rivers Office or by July 30, 2011, whichever date occurs first.
2. Statement of Work. The statement of work, (the "Work") including the delivery schedule and budget for such Work, is identified in the Statement of Work below. AGENCY agrees to perform the Work in accordance with the terms and conditions of this IGA.
3. Consideration. The Rivers Office agrees to pay AGENCY a sum not to exceed \$14,000 as allocated in the Statement of Work.
4. Project Representatives. Each party has designated a project manager to be the formal representative for this project. All reports, notices, and other communications required under or relating to this IGA shall be directed to the appropriate individual.

Rivers OfficeAGENCY

Project Manager: Ann Beier
 Organization: City of Portland
 Address: 1120 SW Fifth Ave., Suite 1000
 Portland, OR 97204

Project Manager: John Hummel
 Organization: Oregon Consensus
 Address: 720 Urban Center
 506 SW Mill Street
 Portland, OR
 97207-0751
 Phone: (503) 725-9092
 Fax: (503) 725-9099
 Email: jhummel@pdx.edu

Phone: (503) 823-5463
 Fax: (503)
 Email: ann.beier@portlandoregon.gov

5. Subcontracts. AGENCY shall not enter into any subcontracts for any of the work scheduled under this IGA without obtaining prior written consent from the Rivers Office's Project Manager.
6. 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.
7. Reimbursement.
 - A. AGENCY shall submit itemized invoices to The Rivers Office for reimbursement of services performed; noting the project and CITY contract number and the allocation of costs in accordance with line items identified in the corresponding Work.
 - B. Costs incurred for travel shall be reimbursed to the extent that they do not exceed on a daily basis per diem rates in effect at the time of travel as set forth in the Federal Travel Regulations and all travel has been approved by the Rivers Office Project Manager and identified in the Statement of Work.
 - C. Non-itemized or incomplete billings shall be detained for payment processing until AGENCY has supplied correct information to The Rivers Office.
 - D. AGENCY shall submit to The Rivers Office a quarterly invoice for costs incurred during the preceding quarter period no later than 45 days following the end of that performance period. The Rivers Office shall not be liable for reimbursement of costs after that date.
 - E. Invoices shall be submitted in duplicate, identifying the CITY IGA number to:

Ann Beier
 Office of Healthy Working Rivers
 1120 SW Fifth Avenue, Room 1000
 Portland, OR 97204

The Rivers Office shall pay all approved invoices within 30 days.

- F. All non-expendable property, including computer hardware and related software, acquired in the provision of these services are the sole property of the Rivers Office and shall be surrendered upon completion of services or termination of this IGA.
- G. The parties recognize and agree that some of the activities and obligations for reimbursement addressed in this IGA have or will commence or arise prior to the effective date of this IGA.

8. 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 not less than 30 days from delivery of written notice.
- C. Either party may terminate this IGA effective not less than 10 days from written notice or at such other date as may be established by both parties under any of the following conditions:
 - 1) 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.
 - 2) If federal or state regulations or guidelines are modified, changed or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this IGA, or are no longer eligible for the funding proposed for payments authorized by 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 this IGA.

9. Funds Available and Authorized. Both parties certify that at the time the IGA is executed that funds are identified in corresponding fiscal year budgets and are authorized or will be authorized through the annual budget approval process, for expenditure to finance costs of this IGA within either party's current appropriation or 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.

10. 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.

11. 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.

12. 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.
 13. Ownership of Work Product. All work products, including reports, research data in hard copy or electronic form that result from this IGA, are the exclusive property of The Rivers Office. However, AGENCY reserves the right to retain copies of such items for its records.
 14. Access to Records. Both parties and their duly authorized representatives shall have access to the books, documents, papers, 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.
 16. No Third Party Beneficiary. The Rivers Office and AGENCY 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.
 17. 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 cost of defense, attorney fees arising in favor of any person on account of personal injury, death or damage to property and arising out of or resulting from the negligent or other legally culpable acts or omissions of the indemnitor, its employees, agents, subcontractors or representatives.
 18. Merger Clause. This IGA constitutes the entire agreement between the parties. No waiver, consent, modification or change of terms of this IGA 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 IGA.
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STATEMENT OF WORK

Scope of Work AGENCY will conduct an assessment of issues related to maintenance dredging of sediment in the Willamette River as it relates to watershed health and various public and private uses of the riverfront (such as marinas, boat ramps, parks and floating homes). The study area is defined as the central and southern reaches of the Willamette River (from river mile x to river mile y)

AGENCY will conduct an initial assessment of information and issues relating to maintenance dredging outside the navigation channel. The assessment will involve interviews with key parties and review of existing relevant materials to determine:

- a) The available public information regarding sedimentation and sediment characterization in the Willamette in the central and southern reaches of the river as it flows through Portland.
- b) Identification of major public and private uses, or user groups, affected by sedimentation in the central and south reaches of the river in Portland.
- c) Current requirements, timelines, and issues related to permitting for dredging and sediment management in the river.
- d) Identification of specific issues, and key stakeholders, related to sedimentation and sediment management in the central and south reaches of the river.
- e) A preliminary assessment of the feasibility for, and interest of stakeholders to participate in, a collaborative process to resolve one or more of the significant issues.
- f) Recommendations for next steps, including recommendations regarding any gaps in information regarding the sedimentation issue.

The deliverables for this project are:

1. A written report that summarizes the assessment findings and includes recommendations for next steps;
2. A final meeting with the Rivers Office and/or Rivers Office Advisory Committee to present the project findings.

Schedule

Project Managers' Initial meeting - within two weeks of Council approval

Monthly check in meetings/calls

Draft report

Final Assessment and presentation – within 3 months of Council approval (or by July 30, 2011, whichever is later)

Budget

Attached and incorporated herein is the approved budget for this project. Total cost shall not exceed \$14,000.00 unless approved in writing by The Rivers Office *before* AGENCY performs work in excess of \$14,000.00.

This IGA 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 Rivers Office and AGENCY may conduct this transaction, including any contract amendments, by electronic means, including the use of electronic signatures.

OREGON CONSENSUS SIGNATURES:

BY: _____

Date: _____

Name: _____

Title: _____

IGA No. _____

IGATitle: _____

CITY OF PORTLAND SIGNATURES:By: _____ Date: _____
Office DirectorBy: _____ Date: _____
Purchasing AgentBy: _____ Date: _____
Elected Official

Approved:

By: _____ Date: _____
Office of City Auditor

Approved as to Form:

By: _____ Date: _____
Office of City Attorney