

## INTERGOVERNMENTAL AGREEMENT

City Agreement No. \_\_\_\_\_

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

This IGA is authorized pursuant to ORS 190.110.

## PURPOSE

CITY and PSU desire to work together to plan and implement stewardship activities including: community grants, technical assistance for community-based stewardship projects, community partnership, education and planning.

By this IGA, PSU agrees to plan and implement stewardship projects that: improve the health of Portland rivers and watersheds, involve students and other community members in the care and stewardship of Portland rivers and watersheds, efficiently use resources to address these mutual concerns, and build partnerships with other public and private agencies in addressing the needs confronting the health of Portland rivers and watersheds. CITY agrees to reimburse PSU for costs associated with the provision of these services as described in this IGA.

## GENERAL PROVISIONS

1. Effective Date and Duration. This IGA is effective from the last date of execution below. Unless earlier terminated or extended as provided herein, this IGA shall expire on June 30, 2014.
2. Statement of Work. The statement of work (the "Work") for FY 2012/13, including the delivery schedule for such Work, is contained in Attachment A. Work for FY 2013/14 will be negotiated and added to this IGA by written amendment. PSU agrees to perform the work in accordance with the terms and conditions of this IGA.
3. Consideration. CITY will pay PSU a maximum total amount of \$119,846 as follows (see also the budget in Attachment B to this IGA):
  - For work performed by PSU during the period of September 16, 2012 through June 30, 2013: A maximum of \$53,846
  - For work performed by PSU the period of July 1, 2013 through June 30, 2014: A maximum of \$66,000
4. Project Representatives. Each party has designated project managers to be the formal representatives for this project. All reports, notices, and other communications required under or relating to this IGA shall be directed to the appropriate individual.

BESPortland State University

Project Manager: Jennifer Devlin/Anne Nelson  
Organization: City of Portland

Project Manager: Thad Miller  
Organization: Portland State University

Address: Environmental Services  
Affairs  
1120 SW Fifth Ave., Suite 1000  
Portland, OR 97204  
Phone: 503-823-6182 / 823-2584  
Fax: 503-823-5344  
Email: jennifer.devlin@portland.oregon.gov  
anne.nelson@portland.oregon.gov

Address: College of Urban and Public  
PO Box 751  
Portland, Oregon 97202-0751  
Phone: 503-503.725.4016  
Fax: 503-725-5572  
Email: trm2@pdx.edu

Contract Officer: Christina E. (Tina) Frost  
Portland State University  
Research and Strategic Projects  
PO Box 751 (RSP)  
Portland, OR 97207-0751  
Phone: 503-725-3418  
Fax: 503-725-8170  
Email: frost@pdx.edu

5. Subcontracts. PSU shall not enter into any subcontracts for any of the work scheduled under this IGA without obtaining prior written consent from the BES Project Manager.
6. IGA Documents. This IGA consists of the following documents, which are listed in descending order of precedence: This IGA less all Attachments, Attachment A (Scope of Work), and Attachment B (Budget). All Attachments are hereby incorporated herein and made a part hereof.
7. Amendments. The terms of this IGA may not be waived, altered, modified, supplemented, or amended in any manner whatsoever except by written instrument signed by authorized representatives of both parties.
8. Reimbursement.
  - A. PSU shall submit itemized invoices to CITY for reimbursement of services performed, noting the project and CITY IGA number and the allocation of costs in accordance with line items identified in Attachment B.
  - B. Costs incurred for travel, lodging and meals shall be reimbursed to the extent that (1) 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 (41 Code of Federal Regulations, Chapters 300 through 304), and (2) all travel has been approved by the BES Project Manager and identified in Attachment A.
  - C. Non-itemized or incomplete billings shall be detained for payment processing until PSU has supplied correct information to the BES Project Manager.

- D. PSU shall submit to CITY a quarterly invoice for costs incurred during the preceding quarter period no later than 45 days following the end of that performance period. The final invoice is due 60 days after this IGA terminates.
- E. Invoices shall be submitted in duplicate, identifying the CITY IGA number, to:
- Jennifer Devlin  
City of Portland, BES  
1120 SW Fifth Avenue, Room 1000  
Portland, OR 97204
- F. BES shall pay all approved invoices within 30 days.
- G. All non-expendable property, including computer hardware and related software, acquired in the provision of these services are the sole property of PSU.
- H. 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.


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 not less than 30 days from delivery of written notice to the other party. In the event of such termination by CITY, CITY shall remain liable for payment for costs incurred by PSU prior to the date of PSU's receipt of termination notice from CITY.
- 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, this 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.

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10. Funds Available and Authorized. CITY certifies that at the time the IGA is executed sufficient funds are available and authorized for expenditure to finance costs of this IGA within the CITY's 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 the CITY 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 this 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. Ownership of Work Product.
    - A. Work product jointly authored or prepared by PSU and the CITY, including reports and research data, in any form shall be jointly owned by the parties. Work product solely authored or prepared by a party shall be owned by that party.
    - B. PSU will provide to CITY certain survey research products (Deliverables) as described in Attachment A. CITY shall have the right to use all Deliverables for its own purposes, to allow third parties to access and use the Deliverables, and to modify the Deliverables at its option. CITY will make appropriate acknowledgment and attribution to PSU in its use or distribution of unmodified Deliverables. If CITY modifies the Deliverables in any meaningful manner, PSU may request that CITY include a notice of such modifications in the Deliverables. Such request shall be made in writing by PSU to CITY.
    - C. PSU may assert copyright on materials that it produces in the performance of this IGA. All rights to inventions or discoveries arising from work performed solely by PSU under this IGA belong to PSU. All such inventions and discoveries shall be disposed of in accordance with PSU's policy.
    - D. PSU retains the right to publish or present at meetings the results of research conducted by PSU. In addition, PSU may use, reuse, and analyze the data that were developed by PSU during the course of research performed under this IGA for teaching or research purposes.
  15. Access to Records. Each party and its duly authorized representatives shall have access to the books, documents, papers, and records of the other party which are directly pertinent to this IGA for the purpose of making audit, examination, excerpts, and transcript.
  16. 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.

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 To the extent permitted by Oregon law (ORS 30.260 through 30.300) and the Oregon Constitution, Article XI, Section 7, PSU shall indemnify CITY against any liability for damage to life or property arising from PSU's actions under this IGA. Provided, however, that PSU shall not be required to indemnify CITY for any such liability arising out of the wrongful or negligent acts of employees or agents of CITY. To the extent permitted by Oregon law (ORS 30.260 through 30.300) and the Oregon Constitution, Article XI, Section 7, CITY shall indemnify PSU against any liability for damage to life or property arising from CITY's actions under this IGA. Provided, however, that CITY shall not be required to indemnify PSU for any such liability arising out of the wrongful or negligent acts of employees or agents of PSU.
19. 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.
20. 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.
21. The parties agree that CITY and PSU may conduct this transaction, including any contract amendments, by electronic means, including the use of electronic signatures.

THE STATE BOARD OF HIGHER EDUCATION  
 ACTING BY AND THROUGH  
**PORTLAND STATE UNIVERSITY**

BY:   
 Authorized Signature

Date: 9/16/12

Name: Christina E. Frost  
Contract Officer

Title: \_\_\_\_\_

IGA No. \_\_\_\_\_

IGA Title: Plan and Implement Stewardship Activities**CITY OF PORTLAND SIGNATURES:**By: n/a Date: \_\_\_\_\_  
Bureau DirectorBy: n/a Date: \_\_\_\_\_  
Purchasing AgentBy: --- Date: \_\_\_\_\_  
Elected Official

Approved:

By: n/a Date: \_\_\_\_\_  
Office of City Auditor

Approved as to Form:

By: Luc V. Shaffer Date: 9/19/12  
Office of City Attorney

## Attachment A Scope of Work

### Grant Coordinators

Two Portland State University Graduate Research Assistants (GRAs) will work at the City of Portland, Bureau of Environmental Services in the Community Watershed Stewardship Program (CWSP) to perform the following Academic Year Activities 2012/13 and 2013/14:

Education: Assist with the development community-based learning courses for student involvement in community watershed stewardship activities.

- Provide opportunities for PSU students to work with CWSP and with CWSP grantees.
- Assist in the implementation of public involvement activities and outreach activities.
- Maintain CWSP presence at community events.
- Attend relevant conferences as PSU / BES representative.

### Research and Service:

- Coordinate with and support PSU faculty conducting research related to CWSP activities.
- Provide research and community service opportunities for PSU students.
- Coordinate with faculty and teaching assistant of the Community Watersheds Capstone at PSU.

### Technical Support:

- Identify resources and secure additional financial and programmatic resources for watershed stewardship.
- Develop technical resources and identify additional support for CWSP grantees.

### Partnership Implementation and Coordination: Coordinate the Community Watershed Stewardship Grant Program

- Produce annual report for 2012-2013 and 2013-2014 grants by October 31st, 2013 and 2014, respectively.
- Update maps, presentation, and summary report on all past grants by November 28th, 2013/14.
- Survey agency and community members to generate new grant criteria by December 30th, 2013/14
- Produce grant application form, post on website, and mail to interested parties by January 30, 2013/14
- Conduct grant workshops and information sessions in the community during January/ February/ March 2013/14
- Coordinate, review, and award grants for FY 2012-2013 and 2013-2014.
- Provide assistance to Community Watershed Stewardship Program Grantees.

- Meet weekly with BES staff and Americorps volunteer to coordinate partnership activities.
- Meet regularly with BES and community partners.
- Provide documentation on program activities completed by faculty, graduate research assistants, and student workers.
- Assist in partnership evaluation and report of activities.

#### Summer 2013:

- Meet with FY 2012-2013 grantees and develop an individualized action plan for each including identifying technical support needed and staff to provide that support.
- Provide outreach through event tabling about CWSP grants, Gray to Green Initiative and the Tabor to the River project
- Provide opportunities for PSU undergraduate and graduate level students to work with CWSP and with CWSP grantees.
- Compile information for annual report for fiscal year 2012-13.

#### **Willamette Watershed Outreach**

Portland State University Graduate Research Assistant (GRA) will work at the City of Portland, Bureau of Environmental Services to perform the following ongoing Activities 2012-2014 (beginning summer 2012):

#### Education: Assist in the implementation of public involvement activities and outreach activities:

- Plan and coordinate community outreach events.
- Support focused outreach activities such as all-day workshops, tours and special events focusing on Tabor to the River Program areas and new green infrastructure and watershed projects in eastside Willamette Watershed .
- Maintain and update program website and citizen database
- Manage outreach evaluation and follow-up with participants
- Outreach materials content development and updating
- Coordinate outreach and educational opportunities at Tabor to River area businesses and organizations and new green infrastructure and watershed projects in east Willamette watershed
- Manage Art of Storm water exhibit
- Assist with planning outreach strategy for 2013/14
- Co-produce annual report for fiscal year 2012-13 and 2013-14 activities
- Update training materials for incoming GRA

Research

- Research historical community's watershed characteristics of project areas.
- Coordinate with and support PSU faculty conducting research related to Tabor to the River Program area
- Provide research and community service opportunities for PSU students.

Technical Support

- Identify resources and secure additional financial and programmatic resources for watershed stewardship
- Provide documentation on program activities completed by faculty, graduate research assistants, and student workers.

Partnership Implementation and Coordination

- Meet weekly with BES stewardship staff to coordinate partnership activities.
- Meet regularly with BES and community partners.
- Instigate and support development of new strategic community partnerships
- Research community goals and cross-walk with BES and other City projects for potential partnering opportunities

**PSU Principal Investigator**GRA supervision and support

- Recruit, screen and recommend to BES graduate students (usually MURP but not limited to MURP) for the GRA 's that are funded and appointed for CWSP in 2-year rotation.
- Develop additional support for the students, provide initial orientation to the GRA position responsibilities and assure employment letters of offer, budget and tuition vouchers are in place.
- Consult with BES program managers throughout the year on GRA performance.
- Meet with GRA's 2 or 3 times a year with BES program manager to review work.
- Based on budget availability, develop summer work program for GRA's based on BES program needs

IGA management

- Meet with BES program managers on program contract renewals, develop scope of work for annual budget, review quarterly expenditures and resolve any issues.

Course support

- Guide content of spring 2013 Neighborhood and Watersheds Capstone to support Cully neighborhood improvement studies and projects (including but not limited to Let Us Build Cully Park, City of Portland NE 72nd ROW improvements) and/or other emerging community project such as the Siskiyou Zen Center

- Include ecosystem services and community benefits (including Lents floodplain project, green infrastructure, etc.) in Urban Environmental Issues coursework and/or coordinate with IGERT students.

#### Strategic Projects

- Support CWSP and BES work in new areas and strengthen BES-PSU partnership through coordination of research and teaching activities, and fostering of new organizational partnerships in Portland and more broadly.
- Support project annually to augment or enhance the CWSP. The topic will be determined in coordination with BES. This can be a collaborative project with student (support by a student wages in the budget), faculty and potentially BES employees.
- Annual presentation of research that highlights BES/PSU for city staff and community members (ex. CWSP grant equity, Baltimore Woods, Willamette Park Crystal Springs)
- Develop compendium of past and current PSU research and projects that support City initiatives, either as capstone or Ph.D. project

Community Watershed Budget 9/16/12 - 6/30/14

						Year 1	Year 2	Total
<b>Student Personnel</b>								
Rebecca Hamilton, CWSP GRA								
9/16/12 - 6/15/13 @ 0.30 FTE	<\$21,843 9/mos>	2427	0.3	9		\$ 6,553		\$ 6,553
6/16/13 - 6/30/13 @ 0.30 FTE	<\$21,843 9/mos>	2427	0.3	0.5		\$ 364		\$ 364
7/1/13 - 9/15/13 @ 0.30 FTE	<\$21,843 9/mos>	2427	0.3	2.5			\$ 1,820	\$ 1,820
TBN CWSP								
9/16/13 - 6/15/13 @ 0.30 FTE	<\$20,277 9/mos>	2253	0.3	9			\$ 6,083	\$ 6,083
6/16/14 - 6/30/14 @ 0.30 FTE	<\$20,277 9/mos>	2253	0.3	0.5			\$ 338	\$ 338
TBN CWSP GRA								
9/16/12 - 6/15/13 @ 0.30 FTE	<\$20,277 9/mos>	2253	0.3	9		\$ 6,083		\$ 6,083
6/16/13 - 6/30/13 @ 0.30 FTE	<\$20,277 9/mos>	2253	0.3	0.5		\$ 338		\$ 338
7/1/13 - 9/15/13 @ 0.30 FTE	<\$20,277 9/mos>	2253	0.3	2.5			\$ 1,690	\$ 1,690
9/16/13 - 6/15/14 @ 0.30 FTE	<\$20,277 9/mos>	2253	0.3	9			\$ 6,083	\$ 6,083
6/16/14 - 6/30/14 @ 0.30 FTE	<\$20,277 9/mos>	2253	0.3	0.5			\$ 338	\$ 338
Katie Hughes, GRA								
9/16/12 - 6/15/13 @ 0.45 FTE	<\$20,277 9/mos>	2253	0.45	9		\$ 9,125		\$ 9,125
6/16/13 - 6/30/13 @ 0.45 FTE	<\$20,277 9/mos>	2253	0.45	0.5		\$ 507		\$ 507
7/1/13 - 9/15/13 @ 0.45 FTE	<\$20,277 9/mos>	2253	0.45	2.5			\$ 2,535	\$ 2,535
9/16/13 - 6/15/13 @ 0.45 FTE	<\$20,277 9/mos>	2253	0.45	9			\$ 9,125	\$ 9,125
6/16/14 - 6/30/14 @ 0.45 FTE	<\$20,277 9/mos>	2253	0.45	0.5			\$ 507	\$ 507
	Rate				Yr 1	Yr 2		
Student Hourly, AY 9/16/12 - 6/15/14	\$13				823	792	\$ 10,699	\$ 10,296
Student Hourly, Summer 2013	\$13					280	\$ 3,640	\$ 3,640
<b>Total Labor</b>							<b>\$33,669</b>	<b>\$ 42,454</b>
<b>Fringe Benefits</b>								
GRA AY @ 2%							\$ 392	\$ 426
GRA SU @ 9%							\$ 111	\$ 626
Student Hourly AY @ 2%							\$ 214	\$ 206
Student Hourly SU @ 9%								\$ 320
<b>Total Fringe Benefits</b>							<b>\$ 717</b>	<b>\$ 1,578</b>
<b>Total Personnel Costs</b>							<b>\$34,386</b>	<b>\$ 44,032</b>
<b>Total Travel</b>							<b>\$ 1,000</b>	<b>\$ 1,000</b>
<b>Total Services &amp; Supplies</b>							<b>\$ 1,000</b>	<b>\$ 1,000</b>
<b>Other</b>								
Tuition Remission - 2 supplied by RSP/GS; 1 supplied by USP							n/c	n/c
<b>Total Direct Costs</b>							<b>\$36,386</b>	<b>\$ 46,032</b>
<b>Total Indirect Costs @ 26% of TDC</b>							<b>\$ 9,460</b>	<b>\$ 11,968</b>
<b>Total Project Costs</b>							<b>\$45,846</b>	<b>\$ 58,000</b>
								<b>\$ 103,846</b>

**PI SUPPORT****Salary**

Thad Miller, PI

**Fringe Benefits****Total Direct Costs****Total Indirect Costs @ 26% of TDC****Total Project Costs**

\$ 4,688 \$ 4,624 \$ 9,312

\$ 1,661 \$ 1,725 \$ 3,386

\$ 6,349 \$ 6,349 \$ 12,698

\$ 1,651 \$ 1,651 \$ 3,302

\$ 8,000 \$ 8,000 \$ 16,000**GRAND TOTAL****Total Direct Costs****Total Indirect Costs @ 26% of TDC****Total Project Costs**

\$42,735 \$ 52,381 \$ 95,116

\$ 11,111 \$ 13,619 \$ 24,730

\$53,846 \$ 66,000 \$119,846