



**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](http://www.portlandonline.com/water)



*An Equal Opportunity Employer*

## Exhibit A

### 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."

#### RECITALS

This IGA is authorized pursuant to ORS 190.110. The purpose of this IGA is for PSU to 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 when the work is complete but in no case later than December 31, 2012, unless the City has granted an extension in writing. Failure by PSU to complete the contract prior to the termination date shall be a breach of contract.

2. Statement of Work.

The statement of work (the "Work") including the delivery schedule for such Work is contained in Exhibit A.

3. 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 7, D. Invoices from PSU shall be directed to the City of Portland Water Bureau's Accounting Department, as outlined in Article 7, B.

#### 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](mailto:efullan@water.ci.portland.or.us)

**City's Administrative Contact:** Annette Dabashinsky  
Address: 1120 SW 5<sup>th</sup> Avenue, Room 600  
Portland, OR 97204-1926  
Phone: (503) 823-7521  
Fax: (503) 823-9407

#### 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](mailto:hammerl@pdx.edu)

**PSU Administrative Contact:** Martha Kierstead  
Address: PO Box 751 (ORSP)  
Portland, OR 97207-0751  
Phone: (503) 725-8434  
Fax: (503) 725-3416

4. Subcontracts.

PSU shall not enter into any subcontracts for the work scheduled under this IGA.

5. IGA Documents.

This IGA consists of the following documents, which are listed in descending order of precedence: This IGA and Exhibit A which is the statement of work. Exhibit A is hereby incorporated for reference.

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. Total reimbursement to PSU under this agreement shall not exceed \$40,000. PSU shall work for approximately 250 hours per year, not to exceed \$8,000 per year. Work shall be consistent with the work tasks reflected in Exhibit A. PSU shall be reimbursed for acceptable work, as determined by the City that has been actually performed. Prior to payment PSU shall submit itemized invoices to City for reimbursement. All invoices shall include the performance date, City's IGA number, and a description of the services performed. The invoice shall set out the number of FTE worked and other allowable expenses directly attributable to the project. These costs shall be presented by task with a separate written description of the efforts completed under each task for the preceding month. A separate section on anticipated work to be completed in the upcoming month will be included with each report.

B. PSU invoices shall be submitted in duplicate to:  
City of Portland Water Bureau  
Accounts Payable Department  
1120 SW First Avenue, Room 600  
Portland, OR 97204

C. Within 30 days after receipt of the invoice, provided the City's Project Manager has certified and approved payment, as invoiced by PSU, the City shall pay the amount certified to PSU.

D. Payment shall be sent to Portland State University, Research Accounting, PO Box 751 (BO/RA), Portland, OR 97207-0751.

8. Termination.

A. Either party may terminate this IGA effective no less than 30 days from delivery of written notice to the other.

B. This IGA may be terminated by the mutual agreement of the parties.

C. 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 allegedly in breach fails to correct the

breached condition within 10 days of the notice of breach or by such other time as the parties agree in writing, the party seeking compliance may terminate the IGA.

9. 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.
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 the Circuit Court of 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. 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.
14. 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; (v) Any applicable sections of ORS Chapter 279, and (vi) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
15. PSU 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 PSU personnel, officers and employees, acting within the scope of their employment are covered. limited by ORS 30.270. PSU is a subject employer under the Oregon Workers' Compensation law in compliance with ORS 656.017, and will maintain workers' compensation insurance throughout the duration of this Agreement.
16. 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.
17. Indemnification.  
Within the limits of the Oregon Constitution and the Tort Claims Act, codified at ORS 30.260 through 30.300, each party agrees to indemnify the other and its officers, employees, agents

and representatives from and against all claims, demands, and causes of action of any kind or character relating to or arising from this IGA, on account of personal injury, death or damage to property and arising out of or resulting from its negligent or other legally culpable acts or omissions.

18. Ownership of Work Product

All work products produced by PSU under this agreement are the exclusive property of PSU. "Work product" shall include but not be limited to research, reports, computer programs, manuals, drawings, recordings, photographs, artwork and any data or information in any form. The PSU shall offer the City right to a license for all work products under this agreement.

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. City of Portland Bureau of Water Works Accounting Data: Center Code 18030138 Account 529000

**CITY OF PORTLAND**

\_\_\_\_\_  
David G. Shaff, Administrator                      Date

\_\_\_\_\_  
City Auditor    Date

\_\_\_\_\_  
Approved as to form by                              Date  
City Attorney

**PORTLAND STATE UNIVERSITY**

\_\_\_\_\_  
Contract Officer                                      Date

\_\_\_\_\_  
Authorized Signature                              Date

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

**Introduction**

Studies have established that when employees experience conflict in their family settings their ability or willingness to follow safety rules at work is diminished.

The last 100 years have seen a substantial reduction in the number of work-related deaths and injuries, at least in industrialized nations. Nevertheless, fatalities and injuries on the job still occur at unacceptably high rates. The Bureau of Labor Statistics estimates that there were 4.9 million reported workplace injuries in the U.S. in 2001. The direct and indirect economic cost of these injuries is staggering.<sup>1</sup>

In 2002, 3.7 million Americans suffered disabling injuries while on the job (National Safety Council, 2002). Workplace injuries often result in loss of income, decreased family involvement, increased strain, and costs not covered by workers' compensation. In addition to the negative effects of workplace injury and illness on employees and their families, there are negative effects for employers, including lost productivity and increased costs associated with employee recruitment and replacement. Despite work-family conflict being recognized as a source of stress for employees, there has been no research to date to consider how it negatively affects workplace safety.

**Purpose**

The purpose of this agreement is for PSU to examine the safety climate and work/family stress-related causes of accidents among Portland Water Bureau employees.

**Primary deliverables of PSU**

PSU shall complete the following:

1. Repeat a Safety Climate study, using the same format that was delivered by PSU to the City of Portland Water Bureau in the previous fiscal year, focusing on Water Bureau employees in the Portland Building and comparing those results with the survey performed in fiscal year 2006-07 with field forces. Provide a written report of this comparison;
2. Include follow-up focus groups to identify and evaluate similarities and differences in the reports. The focus group shall be identified by the City's Project Manager and facilitated by PSU;
3. Discuss findings in scheduled meetings with Bureau Director and appropriate management staff. These meetings shall be facilitated by PSU;
4. Identify and elaborate on next steps which may include the development and delivery of training for managers and supervisors; and
5. Develop self-monitoring and follow-up evaluations to track changes in behaviors relating to work-life stress issues and the impact they have on safety culture.

**Compensation**

Total funds to be reimbursed under this agreement shall not exceed \$40,000. The following is a five year plan which identifies expenditures per year. 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 September 30, 2012. Funding is estimated not to exceed \$8,000 per year.

The project will be directed by Drs. Leslie Hammer and Donald Truxillo of the Industrial/Organizational-Occupational Health Psychology program at Portland State University. All work outlined under the Intergovernmental Agreement (IGA) shall be completed no later than September 30, 2012.

---

<sup>1</sup> Neal, A. & Griffin, M. A. (2004). Safety climate and safety at work. In J. Barling & M. Frone (Eds.), *The Psychology of Workplace Safety*. Washington DC: American Psychological Association

### **Work Phases and Tasks**

#### **Year 1 (Effective Date-September 30, 2008) - Total cost \$8,000**

- Funds will be used to compensate Portland State University for a graduate assistant to work .45FT (9-month salary rate of \$18,500 for a total of 6 months). Cost to the City is \$5,550.
- PSU shall receive for the services of Drs. Leslie Hammer and Donald Truxillo \$1,225 for each-based on summer salary funds for oversight of the project. Total funding is \$2,450.
- The graduate assistant assigned to the project has received a Laurels scholarship tuition for the 2007- 08 academic year and thus, their tuition is covered by the University.

#### **Year 2 (October 1, 2008-September 30, 2009) - Total cost \$8,000**

- Compensate PSU for services of Drs. Hammer and Truxillo for the development of training materials in response to findings from the Year 1 Survey conducted (i.e., \$3,000 each). Total funding is \$6,000.
- \$2,000 shall be used to hire a graduate assistant in the summer to work on the project.

#### **Year 3 (October 1, 2009-September 30, 2010) - Total cost \$8,000**

- Compensate PSU for services of Drs. Hammer and Truxillo for the delivery of training materials in response to findings from the Year 1 Survey conducted (i.e., \$3,000 each). Total funding is \$6,000.
- \$2,000 shall be used to hire a graduate assistant in the summer to work on the project.

#### **Year 4 (October 1, 2010-September 30, 2011) - Total cost \$8,000**

- Compensate PSU for the services of Drs. Hammer and Truxillo for the evaluation of the training provided in Year 3 (i.e., \$3,000 each). Total funding is \$6,000.
- \$2,000 shall be used to hire a graduate assistant in the summer to work on the project.

#### **Year 5 (October 1, 2011-September 30, 2012) - Total cost \$8,000**

- Compensate PSU for the services of Drs. Hammer and Truxillo for analysis of the training evaluation data and feedback to relevant groups within the Portland Water Bureau (i.e., \$3,000 each). Cost for both is \$6,000.
- \$2,000 shall be used to hire a graduate assistant in the summer to work on the project.