

# INTERGOVERNMENTAL AGREEMENT

183985

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, hereafter called BES and the State of Oregon acting by and through the State 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

BES and PSU desire to work together to plan and implement stewardship activities including: community grants, technical assistance for community based stewardship projects, community education and program evaluation.

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; build partnerships with other public and private agencies in addressing the needs confronting the health of Portland rivers and watersheds, and BES agrees to reimburse PSU 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. Costs may be incurred from July 1, 2010. Unless earlier terminated or extended, this IGA shall expire on June 30, 2012.
2. Statement of Work. The statement of work, (the "Work") including the delivery schedule for such Work, is contained in Attachment A. PSU agrees to perform the Work in accordance with the terms and conditions of this IGA.
3. Consideration. BES agrees to pay PSU a cost-reimbursable sum not to exceed \$58,000 each year for two years as allocated in Attachment B for 2010/11 and to be negotiated for 2011/12. IGA not to exceed \$116,000 total. The negotiated budget for 2011/12 shall be added to this IGA by written amendment signed by authorized representatives of the parties.
4. Project Representatives. Each party has designated project managers 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.

### BES

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

### Portland State University

Project Manager: Barry Messer  
Organization: Portland State University  
Address: College of Urban and Public Affairs  
PO Box 751  
Portland, Oregon 97202-0751  
Phone: 503-725-5179  
Fax: 503-725-5572  
Email: messerb@pdx.edu

Contract Officer: Christina E. (Tina) Frost  
Portland State University  
Research and Sponsored Projects  
PO Box 751 (ORSP)  
Portland, OR 97207-0751  
Phone: 503-725-3418  
Fax: 503-725-3416  
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, Work Statement and Attachment B, Budget. All Attachments 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 authorized representatives of both parties.
8. Reimbursement.
  - A. PSU shall submit itemized invoices to BES 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 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 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 BES a quarterly invoice for costs incurred during the preceding quarter period no later than 45 days following the end of that performance period. Final invoice is due 60 days after termination date of the IGA.
  - E. Invoices shall be submitted in duplicate, identifying the CITY IGA number to:
    - Jennifer Devlin
    - BES
    - 1120 SW Fifth Avenue, Room 1000
    - Portland, OR 97204

BES 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 PSU.
  - 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.
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. In the event of such termination by the CITY, the CITY shall remain liable for payment for costs incurred by PSU prior to the date of its receipt of termination notice from the 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, 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.

10. Funds Available and Authorized. CITY certifies that at the time the IGA is written 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 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. Ownership of Work Product. 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 the party which authored or prepared it. PSU will provide to CITY certain survey research products (Deliverables) as described in Attachment A. The CITY shall have the right to use all such 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.  
  
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 under this IGA belong to PSU. All such inventions and discoveries shall be disposed of in accordance with PSU's policy.  
  
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 the PSU during the course of research performed under this IGA for teaching or research purposes.
15. 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.
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, 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, 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.

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 BES and PSU may conduct this transaction, including any contract amendments, by electronic means, including the use of electronic signatures.

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

BY:   
Authorized Signature

Date: 6/8/10

Name: Christina E. Frost  
Contract Officer  
Title: \_\_\_\_\_

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

IGATitle: \_\_\_\_\_

## CITY OF PORTLAND SIGNATURES:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Bureau Director *gld AW AW PK AK MW SWD/MW*

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Purchasing Agent

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Elected Official

Approved:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Office of City Auditor

Approved as to Form:

By: **APPROVED AS TO FORM** Date: 6/10/10  
Office of City Attorney  
*Amela Menzies*  
CITY ATTORNEY

## Attachment A

## Scope of Work for Two Grant Coordinators FY 2010-2011

Two Portland State University Graduate Research Assistants (GRAs) will work at the City of Portland, Bureau of Environmental Services to perform the following:

Summer 2010

- Meet with FY 2010-2011 grantees and develop an individualized action plan for each.
- Develop technical support program for grantees.
- Develop and implement a Permit Workshop for new grantees in conjunction with City of Portland Clean River Rewards program and City of Portland Bureau of Development Services staff.
- Provide outreach through event tabling about CWSP grants opportunities and the 15 year history of the program.
- Provide opportunities for PSU undergraduate and graduate level students to work with CWSP and with CWSP grantees.

Academic Year Activities 2010-2011*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 2009-2010 grants by October 31st, 2010.
  - Update maps, presentation, and summary report on all past grants by November 28<sup>th</sup>, 2010.
  - Survey agency and community members to generate new grant criteria by December 30<sup>th</sup>, 2010
  - Produce grant application form, post on website, and mail to interested parties by January 30<sup>th</sup>, 2011.
  - Conduct grant workshops / info sessions in the community during January/February/March 2011
  - Coordinate, review, and award grants for FY 2011-2012.
  - 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.

## Scope of Work for Willamette Watershed GRA

Portland State University Graduate Research Assistant (GRA) will work at the City of Portland, Bureau of Environmental Services to perform the following:

### Ongoing Activities 2010-2011 (beginning Summer 2010)

#### *Education*

- Assist in the implementation of public involvement activities and outreach activities:
  - Plan and coordinate community outreach events summer and fall 2010 and spring/early summer 2011
  - Support focused outreach activities such as ½ and all day workshops, tours and special events focusing on Brooklyn Creek Basin Program: Tabor to the River area activities
  - Maintain and update program website
  - Maintain and update program 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
  - Manage Art of Stormwater exhibit
  - Assist with evaluation of outreach program for 2010
  - Assist with planning outreach strategy for 2011
  - Co-produce annual report for fiscal year 2010-11 activities

#### *Research and Service*

- Coordinate with and support PSU faculty conducting research related to Brooklyn Creek Basin Program: Tabor to the River area activities
- Provide research and community service opportunities for PSU students.

#### *Technical Support*

- Identify resources and secure additional financial and programmatic resources for watershed stewardship

#### *Partnership Implementation and Coordination*

- Meet weekly with BES stewardship 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.

## Attachment B Community Watershed Budget 7/1/10 - 6/30/12

		Year 1	Year 2	Total
<b>Personnel</b>				
Barry Messer, Principal Investigator				
Bridger Wineman, GRA				
7/1/10 - 9/15/10 @ .30 FTE	<\$21,240 9/mos>	\$ 1,770		\$ 1,770
9/16/10 - 6/15/11 @ .30 FTE	<\$21,240 9/mos>	\$ 6,372		\$ 6,372
6/16/11 - 6/30/11 @ .30 FTE	<\$21,240 9/mos>	\$ 354		\$ 354
7/1/11 - 9/15/11 @ .30 FTE	<\$21,879 9/mos>		\$ 1,823	\$ 1,823
Kathryn Carone, GRA				
7/1/10 - 9/15/10 @ .30 FTE	<\$22,293 9/mos>	\$ 1,858		\$ 1,858
GRA, TBN				
9/16/10 - 6/15/11 @ .30 FTE	<\$21,240 9/mos>	\$ 6,372		\$ 6,372
6/16/11 - 6/30/11 @ .30 FTE	<\$21,240 9/mos>	\$ 354		\$ 354
9/16/11 - 6/15/12 @ .30 FTE	<\$21,879 9/mos>		\$ 6,564	\$ 6,564
6/16/12 - 6/30/12 @ .30 FTE	<\$21,879 9/mos>		\$ 365	\$ 365
GRA, TBN				
7/1/10 - 9/15/10 @ .45 FTE	<\$21,240 9/mos>	\$ 2,655		\$ 2,655
9/16/10 - 6/15/11 @ .45 FTE	<\$21,240 9/mos>	\$ 9,558		\$ 9,558
6/16/11 - 6/30/11 @ .45 FTE	<\$21,240 9/mos>	\$ 531		\$ 531
7/1/11 - 9/15/11 @ .45 FTE	<\$21,879 9/mos>		\$ 2,735	\$ 2,735
9/16/11 - 6/15/12 @ .45 FTE	<\$21,879 9/mos>		\$ 9,846	\$ 9,846
6/16/12 - 6/30/12 @ .45 FTE	<\$21,879 9/mos>		\$ 547	\$ 547
Total GRAs		\$ 29,824	\$ 21,879	\$ 51,703
Student Hourly, AY	\$13	\$ 9,100	\$ 11,700	\$ 20,800
Student Hourly, Summer	\$13	\$ 2,805	\$ 7,719	\$ 10,524
<b>Total Labor</b>		<b>\$ 41,729</b>	<b>\$ 41,298</b>	<b>\$ 83,027</b>
<b>Fringe Benefits</b>				
GRA AY @ 2%		\$ 446	\$ 328	\$ 774
GRA SU @ 9%		\$ 428	\$ 492	\$ 921
Student Hourly AY @ 2%		\$ 182	\$ 234	\$ 416
Student Hourly SU @ 9%		\$ 247	\$ 679	\$ 926
<b>Total Fringe Benefits</b>		<b>\$ 1,303</b>	<b>\$ 1,734</b>	<b>\$ 3,037</b>
<b>Total Personnel Costs</b>		<b>\$ 43,032</b>	<b>\$ 43,032</b>	<b>\$ 86,064</b>
<b>Total Travel</b>		<b>\$ 1,000</b>	<b>\$ 1,000</b>	<b>\$ 2,000</b>
<b>Total Services &amp; Supplies</b>		<b>\$ 2,000</b>	<b>\$ 2,000</b>	<b>\$ 4,000</b>
Tuition Remission supplied by OGSR - 3 GRAs 2 years ea- A n/c n/c n/c				
<b>Total Direct Costs</b>		<b>\$ 46,032</b>	<b>\$ 46,032</b>	<b>\$ 92,064</b>
<b>Total Indirect Costs @ 26% of TDC</b>		<b>\$ 11,968</b>	<b>\$ 11,968</b>	<b>\$ 23,936</b>
<b>Total Project Costs</b>		<b>\$ 58,000</b>	<b>\$ 58,000</b>	<b>\$ 116,000</b>