

# PORTLAND STATE UNIVERSITY 184808

## INTERGOVERNMENTAL AGREEMENT

This Agreement is entered into between the City of Portland, by and through Portland Bureau of Planning and Sustainability (BPS), hereinafter referred to as SPONSOR and the State of Oregon acting by and through the State Board of Higher Education on behalf of Portland State University, hereinafter referred to as UNIVERSITY for services by UNIVERSITY'S *Community Environmental Services program*.

### RECITALS

WHEREAS SPONSOR desires UNIVERSITY'S services for research and analysis related to the City's sustainability programs and environmental projects in accordance with the SCOPE OF WORK hereunder;

WHEREAS the performance of such services is consistent, compatible and beneficial to the academic role and mission of UNIVERSITY;

Therefore, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

### ARTICLE I - SCOPE OF WORK

UNIVERSITY agrees to perform for SPONSOR certain environmental and sustainability-related research and analysis services related to the City's Solid Waste Management and Recycling programs, including but not limited to sorting of waste to determine composition, data gathering, analysis of recycling patterns and other studies, as needed and requested by the SPONSOR. Work shall be performed according to Task Orders substantially similar to that attached as Exhibit A. Any task order issued under this Agreement is hereby incorporated by reference to this Agreement and subject to all its terms and conditions, unless the parties otherwise agree in writing. Each task order shall specify the period of performance for the work to be performed, and shall describe how the task order relates to research and analysis of the City's Solid Waste Management and Recycling programs. The SPONSOR's project manager is authorized to execute task orders under this Agreement on the SPONSOR's behalf. Acceptance of task orders by UNIVERSITY requires signature of a Contract Officer from the Office of Research and Strategic Partnerships. The amounts of the separate task orders shall be tallied by the parties, and the cumulative amounts of all the task orders shall not exceed the total amount authorized under Article IV of this Agreement. No task order may be issued by the SPONSOR if the amount of that task order would exceed the cumulative not-to-exceed total of this Agreement identified in Article IV of this Agreement.

### ARTICLE II - AGREEMENT PERIOD

This Agreement shall become effective on the date of last signature and shall be completed by June 30, 2013. The Agreement Period may be extended for additional periods by written mutual consent between the parties, so long as this Agreement is extended within 270 days of its expiration and does not extend the contract beyond one year of the original expiration date. Any extension after termination shall be retroactive to the date of termination. Costs for each task order may be incurred from the date specified in the task order.

### ARTICLE III - PERSONNEL

Shanna Eller is responsible for the conduct of research under this Agreement for the UNIVERSITY. The UNIVERSITY shall not replace Shanna Eller without prior written approval of the SPONSOR.

Kevin Veaudry Casaus is the SPONSOR's project manager for this Agreement, or such other person as may be identified in writing by the Director of the City's Bureau of Planning and Sustainability.

### ARTICLE IV - CONSIDERATION

SPONSOR agrees to pay UNIVERSITY for services performed under this Agreement a total amount not to exceed fifty thousand (\$50,000) DOLLARS. The consideration and the budget information for each task order shall be set forth in the task order. Each task order shall specify the date from which costs may be incurred for that task order.

Invoices for work accomplished under this Agreement shall be submitted upon completion of work according to the schedule

set by the Task Order for completion of each project. Invoices shall be submitted to the SPONSOR's project manager at the address identified in Article V of this Agreement. SPONSOR certifies that sufficient funds are available and authorized to finance the total authorized amount of this Agreement. Payment shall be sent to Portland State University, Office of Business Affairs, Research Accounting, PO Box 751 (BO/RA), Portland, Oregon 97207-0751.

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#### ARTICLE V - NOTICE

Any notice provided for under this Agreement shall be sufficient if in writing and delivered to the following addressee or to such other person as may be identified in writing to the other party:

If to SPONSOR:

Kevin Veaudry Casaus, Solid Waste & Recycling  
Senior Coordinator  
Portland Bureau of Planning and Sustainability  
1900 SW 4<sup>th</sup> Ave, 7<sup>th</sup> Floor, Suite 7100  
Portland, OR 97201

If to UNIVERSITY:

Christina E. (Tina) Frost, Contract Officer  
Office of Research & Strategic Partnerships  
Portland State University  
PO Box 751 (RSP)  
Portland, OR 97207-0751

#### ARTICLE VI - PERFORMANCE / REPORTING REQUIREMENT

UNIVERSITY is responsible for the performance of work and will provide progress reports of findings, if any, as required in the separate task orders. UNIVERSITY shall maintain fiscal records pertinent to this Agreement for at least three (3) years following completion of work under this Agreement. UNIVERSITY shall maintain all fiscal records relating to this Agreement in accordance with generally accepted accounting principles. In addition, UNIVERSITY shall maintain all other records pertinent to this Agreement in such a manner as to clearly document UNIVERSITY'S performance hereunder.

#### ARTICLE VII – PUBLICATION BY UNIVERSITY

UNIVERSITY retains the right to publish or present at meetings the results of research conducted by UNIVERSITY. In addition, UNIVERSITY may use, reuse and analyze the data that were developed by the UNIVERSITY during the course of research performed under this Agreement for teaching or research purposes.

#### ARTICLE VIII - CONFIDENTIALITY

Subject to the limitations and conditions of the Oregon Public Records law, UNIVERSITY agrees to keep confidential any SPONSOR proprietary information that SPONSOR designates as such in writing and supplies to UNIVERSITY during the course of this Agreement. Such information will not be included in any published material without prior approval by SPONSOR. UNIVERSITY agrees to provide any proposed publication to SPONSOR thirty (30) days prior to submission, to review for the inclusion of SPONSOR-owned confidential information, and to determine whether patentable inventions or discoveries are disclosed therein.

#### ARTICLE IX - INDEMNIFICATION

To the extent permitted by Oregon Law (ORS 30.260 through 30.300) and the Oregon Constitution, Article XI, Section 7, UNIVERSITY shall indemnify SPONSOR against any liability for damage to life or property arising from UNIVERSITY'S actions under this Agreement provided, however, UNIVERSITY shall not be required to indemnify SPONSOR for any such liability arising out of the wrongful or negligent acts of employees or agents of SPONSOR.

To the extent permitted by Oregon Law (ORS 30.260 through 30.300) and the Oregon Constitution, Article XI, Section 7, SPONSOR agrees to be responsible, assume liability and indemnify UNIVERSITY for SPONSOR'S own wrongful or negligent acts or omissions, or those of its officers, agents, employees or representatives provided, however, SPONSOR shall not be required to indemnify UNIVERSITY for any such liability arising out of the wrongful or negligent acts of employees or agents of UNIVERSITY.

#### ARTICLE X – CONTROLLING LAW AND VENUE

This Agreement shall be governed and construed in accordance with the laws of the State of Oregon. Any suit for enforcement shall occur, if in the state courts, in the Multnomah County Court having jurisdiction thereof, and if in the federal courts, in the

ARTICLE XI – ASSIGNMENT

Neither party shall assign or transfer any interest in this Agreement, nor assign any claims for money due or to become due during this Agreement, without the prior written approval of the other party.

ARTICLE XII - COPYRIGHT

UNIVERSITY may assert copyright on materials that it produces in the performance of the work of this agreement. SPONSOR shall have a time-limited first right to negotiate a non-transferable, irrevocable, worldwide, royalty-free, non-exclusive license to use for non-commercial purposes.

ARTICLE XIII - PATENTS AND INVENTIONS

All rights to inventions or discoveries arising from research conducted under this Agreement shall belong to the UNIVERSITY and shall be disposed of in accordance with UNIVERSITY'S policies.

To the extent that UNIVERSITY has the legal right to do so, UNIVERSITY shall offer to SPONSOR a time-limited first right to negotiate an exclusive or non-exclusive, royalty-bearing license. If SPONSOR does not elect to secure such license, rights to inventions disclosed hereunder shall be disposed of in accordance with UNIVERSITY policies with no further obligation to SPONSOR. Nothing contained in this Agreement shall be deemed to grant either directly or by implication, estoppel or otherwise any license under any patents, patent applications or other proprietary interests of any other invention, discovery or improvement of either party.

ARTICLE XIV - TERMINATION

This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. Payment to UNIVERSITY shall be prorated to and include the day of termination.

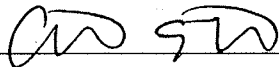
THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. SPONSOR, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THE AGREEMENT AND SPONSOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date set forth herein by their duly authorized representatives.

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

CITY OF PORTLAND

Signed: 

Signed: \_\_\_\_\_

Name: Christina E. Frost

Name: Susah Anderson

Title: Contract Officer

Title: Director, Planning and Sustainability

Date: 8/3/11

Date: \_\_\_\_\_

Employer Tax ID Number : 48-1278529

Primary Contact Person: Kevin Veaudry Casaus

Phone Number: 503-823-5545

Email: Kevin.veaudrycasaus@portlandoregon.gov

APPROVED AS TO FORM

Signed: \_\_\_\_\_  
City Attorney

City of Portland  
and  
Portland State University  
SAMPLE TASK ORDER #1

Pursuant to terms of Intergovernmental Agreement No. 30002227 between City of Portland and State Board of Higher Education on behalf of Portland State University, this Task Order is incorporated by reference.

As directed in the Intergovernmental Agreement, this executed Task Order directs Portland State University Community Environmental Services (CES) to perform the services for [Project Title] as outlined below:

**Period of Performance:**

(Date from which costs may be incurred to completion of project)

**Scope of Work is attached and incorporated by this reference: Attachment A**

**Compensation and Invoice Schedule:**

The fixed price for these services and deliverables as described above shall be no more than \$\_\_\_\_\_ unless authorized by a written Amendment to the Task Order. Invoices shall be addressed to Kevin Veaudry Casaus, Bureau of Planning and Sustainability, 1900 SW 4<sup>th</sup> Avenue, Suite 7100, Portland, Oregon, 97201. All invoices shall refer to IGA 30002227. Payment will be made within 30 days of receipt of invoice upon task completion.

SU CES Contact Information	City Contact Information
Shanna Eller	Kevin Veaudry Casaus
Community Environmental Services	Solid Waste Management and Recycling
Portland State University	Bureau of Planning and Sustainability
PO Box 751 – CES	1900 SW 4 <sup>th</sup> Avenue, Suite 7100
Portland OR 97207	Portland OR 97201
Office Phone: 503.725.8207	Office Phone: 503.823.5545
Cell Phone: 503.233.8154	
Fax: 503.725.9480	
Email: <a href="mailto:ellers@psx.edu">ellers@psx.edu</a>	Email: <a href="mailto:Kevin.veaudrycasaus@portlandoregon.gov">Kevin.veaudrycasaus@portlandoregon.gov</a>

In witness hereof, the parties have duly executed this Task Order as of the date written below.

UNIVERSITY:

BY: \_\_\_\_\_

Christina E. Frost, Contract Officer

Date: \_\_\_\_\_

CITY OF PORTLAND:

BY: \_\_\_\_\_

Kevin Veaudry Casaus, Solid Waste and Recycling  
Senior Coordinator

Date: \_\_\_\_\_

Portland State University's Community Environmental Services (CES) shall conduct [description of task] for the City of Portland under the conditions and with the deliverable products described below.

**Project Goals:**

**Project Methodology:**

**Data and Report:**