

Exhibit A



....., ..onard, Commissioner
David G. Shaff, Administrator

1120 SW 5th Avenue, Room 600
Portland, Oregon 97204-1926
Information: 503-823-7404
www.portlandonline.com/water



An Equal Opportunity Employer

INTERGOVERNMENTAL AGREEMENT

AGREEMENT NO.

This Intergovernmental Agreement (IGA or Agreement) is entered into by and between the City of Portland, Oregon, acting by and through its Water Bureau, hereafter called "CITY" and the State Board of Higher Education acting by and through Portland State University, hereafter called "PSU". This IGA is authorized pursuant to ORS 190.110 and becomes effective upon full execution of this document.

RECITALS

1. Studies have established that when employees experience conflict in their family settings their ability or willingness to follow safety rules at work is diminished.
2. 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.
3. 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.
4. 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.

NOW, THEREFORE, THE PARTICIPANTS AGREE AS FOLLOWS:

1. STATEMENT OF WORK

The statement of work including the schedule of tasks to be performed is described within the attached Exhibit A.

2. BILLING PROCEDURES AND COMPENSATION

- A. The CITY has authorized a total not to exceed amount of **\$40,000** to fund the program and enter into a formal agreement for a period of five (5) years. The budget for each Fiscal Year shall not exceed **\$8,000**. The CITY's Fiscal Year is defined as July 1 through June 30 of each year.
- B. By December 31st of each year PSU shall submit to the CITY an invoice for work performed during the CITY's previous fiscal year. Each invoice shall identify the tasks that have been completed per the terms of this agreement.

C. Invoices shall be submitted electronically to wbaps@portlandoregon.gov or to:

City of Portland Water Bureau
 Attn: Accounts Payable
 1120 SW 5th Avenue
 Room 609
 Portland, OR 97204

D. PSU shall fully cooperate with a CITY Audit of the records at any time. PSU shall also fully cooperate with an audit to account for all expenses if necessary.

E. The CITY shall pay all amounts to which no dispute exists within 30 days of receipt of the invoice. Payment of any invoice, however, does not preclude the CITY from later determining that an error in payment was made and from withholding the disputed sum from the next progress payment until the dispute is resolved. PSU shall make full payment to its Subcontractors within 10 business days following receipt of any payment made by the CITY to PSU.

3. TERMINATION

This agreement may be terminated by either party. The CITY on thirty (30) days written notice may terminate this Agreement. PSU on ninety (90) days written notice may terminate this Agreement.

4. NON-DISCRIMINATION

In carrying out activities under this contract, neither party shall discriminate against any employee or applicant for employment because of race, color, religion, sex, age handicap, familial status or national origin. Either party shall take affirmative actions to insure that applicants for employment are employed and that employees are treated during employment, without regard to their race, color religion, sex, age, handicap, familial status or national origin. Such action shall include but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff of termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

5. 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.

6. INDEMNIFICATION

Subject to the conditions and limitations of the Oregon Constitution and Oregon Tort Claims Act, ORS 30.260 through 30.300, PSU shall indemnify, defend and hold harmless the CITY from and against all liability, loss and costs arising out of or resulting from the acts of PSU, its officers, employees and agents in the performance of this agreement.

Subject to the conditions and limitations of the Oregon Constitution and Oregon Tort Claims Act, ORS 30.260 through 30.300 the CITY shall indemnify, defend and hold harmless PSU from and against all liability, loss and costs arising out of or resulting from the acts of CITY, its officers, employees and agents in the performance of this agreement.

7. INSURANCE

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 by ORS 30.270. PSU is a subject employer under the Oregon Workers' Compensations law in compliance with ORS 656.017, and shall maintain workers' compensation insurance through the duration of this Agreement.

8. SUBCONTRACTING AND ASSIGNMENT

PSU shall not subcontract its work under this Agreement, with the exception of work identified in Section 1, Statement of Work without the CITY's written consent. PSU shall assure that all subcontractors used to perform the services under this Agreement, meet the CITY'S Codes pertaining to permits, workmen's compensation, licensing, and all other requirements.

9. OREGON LAWS AND FORUM

This Agreement shall be construed according to the laws of the State of Oregon. Any litigation between the CITY and PSU arising under this contract or out of work performed under this contract shall occur, in the state courts, in the Multnomah County Court having jurisdiction thereof and if in the federal Courts, in the United States District Court for the State of Oregon.

10. FUNDS AVAILABLE AND AUTHORIZED

The CITY certifies that at the time the Agreement is written that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within current appropriation and limitation. In the event of any extension or non-appropriation, the CITY shall notify PSU its intent to terminate this Agreement.

11. CAPTIONS

The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the cope or intent of any provisions of this Agreement.

12. SEVERABILITY

If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

13. 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 statues, rules and regulations.

14. FORCE MAJURE

Neither Party shall be held responsible for delay or default caused by fire, riot, acts of God and war which are beyond its reasonable control. The affected party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligation under the Agreement.

15. NO THIRD PARTY BENEFICIARY

The CITY and PSU are the only parties to this Agreement and such are the only parties entitled to enforce its terms. Nothing contained in this Agreement 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.

16. MERGER CLAUSE

This Agreement constitutes the entire agreement between the parties. No waiver, consent, modification or change of terms of this Agreement 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 Agreement.

17. AMENDMENTS

The CITY and PSU may amend this Agreement at any time only by written amendment executed by the CITY and PSU. The CITY's Water Bureau Administrator shall be authorized to approve amendments for the CITY to this Agreement that do not increase the total contract amount above 25% of the original Agreement amount.

18. AGREEMENT PROJECT MANAGERS

- A. The CITY Project Manager shall be Eric Fullan or such other person as shall be designated in writing by the Portland Water Bureau. All notices to CITY shall be directed to:

Eric Fullan, Project Manager
 City of Portland
 1120 SW 5th Ave 6th floor
 Portland, OR 97204
 Phone: (503) 823-1520
 Email: Eric.Fullan@portlandoregon.gov

- B. The PSU Project Manager shall be Leslie B. Hammer, Ph.D., or such other person designated in writing by the PSU. All notices to shall be directed to:

Portland State University
 Attn: Leslie B. Hammer, Ph.D.
 Address: P.O. Box 751
 Portland, OR 97201
 Phone: (503) 725-3971
 Email: hammerl@pdx.edu

19. OWNERSHIP

- A. The CITY and PSU shall jointly own any and all data, documents, plans copyrights, specifications, working papers, and any other materials the produces in connection with this Agreement.
- B. PSU upon request by the CITY shall provide the CITY copies of the materials referred to above in Ownership of Documents, Section 21.A, including any electronic files containing the materials.

20. REIMBURSEMENT

Funding for this project shall only be disbursed per CITY Council approval via CITY Ordinance authorizing payment. In the event this IGA is terminated pursuant to all unexpended funds shall be returned to the CITY within 60 days of said termination.

21. 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.

22. CONFLICTS OF INTEREST

No CITY Officer or employee, during his or her tenure or for one year thereafter, shall have any interest, direct, or indirect, in this IGA or the proceeds thereof. No board of director member or employee of PSU, during his or her tenure or for one year thereafter, shall have any direct financial interest in the IGA or the proceeds thereof. No CITY Officer or employees who participated in the award of this agreement shall be employed by during this IGA.

23. CONTRIBUTION

If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which is jointly liable with the CITY (or would be if joined in the Third Party Claim), PSU shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the CITY in such proportion as is appropriate to reflect the relative fault of on the one hand and of the PSU on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations.

The relative fault of on the one hand and of the CITY on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. PSU contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

24. EFFECTIVE DATE AND DURATION

This Agreement shall be effective upon final date of execution and terminate on June 30, 2017, unless otherwise agreed to by both parties under the provisions of this Agreement.

Dated this _____ day of _____, 2012.

CITY OF PORTLAND

APPROVED AS TO FORM:

David G. Shaff
Portland Water Bureau
Administrator

James H. Van Dyke
City Attorney

Date

Date

PORTLAND STATE UNIVERSITY

Martha Kierstead
Contracts Officer

Date



185824

Randy Leonard, Commissioner
David G. Shaff, Administrator

1120 SW 5th Avenue, Room 600
Portland, Oregon 97204-1926
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BACKGROUND

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 direct and indirect economic cost of these injuries is staggering.¹

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.

SCOPE OF WORK

Portland State University (PSU) shall examine the safety climate and work/family stress-related causes of accidents among Water Bureau (PWB) employees. The initial work performed by PSU shall be completed in the current PWB fiscal year 2012-13 with work beginning January 1, 2013.

PSU shall complete the following:

1. Repeat a Safety Climate study, using the previous format that was delivered by PSU to the PWB in the previous Fiscal Year 2011-12. The study shall focus on PWB employees in the City of Portland Building. PSU shall compare those results with the survey performed in previous Fiscal Years with field forces. PSU shall provide a written report of this comparison to the PWB Project Manager in an electronic format accessible to the PWB Project Manager no later than June 1, 2013. All documents provided by PSU shall be provided on a CD in Microsoft Word and PDF format.
2. PSU shall include follow-up focus groups to identify and evaluate similarities and differences in the reports. The focus groups shall be identified by the PWB's Project Manager and facilitated by PSU. The PWB Project Manager shall provide PSU with the designated focus groups for data collections Safety and Health Improvement Process (SHIP) implementation and evaluations.

¹ 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

3. PSU shall discuss findings in scheduled meetings with the PWB Administrator and appropriate PWB management staff. These meetings shall be facilitated by PSU. A draft agenda shall be provided to the PWB's Project Manager via email five (5) days in advance to the scheduled meeting. The PWB's Project Manager shall approve the agenda via email to PSU.
4. PSU shall provide copies of the agenda at the meeting. PSU shall be responsible for taking meeting notes and providing those notes via email to the City's Project Manager three days after the scheduled meeting.
5. PSU shall identify and elaborate on next steps which may include the development and delivery of training for PWB managers and PWB supervisors.
6. PSU shall 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.
7. PSU shall complete data collections during PWB fiscal year 2013-14 (July 1, 2013 through June 30, 2014).
8. PSU shall complete overall follow-up and evaluations during the PWB fiscal year 2014-15 (July 1, 2014 through June 30, 2015).
9. PSU shall complete overall written project effectiveness and further detailed team effectiveness data and long term recommendations in PWB's fiscal year 2015-16 (July 1, 2015 through June 30, 2016) and fiscal year 2016-17 (July 1, 2016 through June 30, 2017).
10. The project shall be directed by PSU under the direction of Dr. Leslie Hammer and Dr. Donald Truxillo of the Industrial/Organizational-Occupational Health Psychology program.
11. All work outlined under the IGA shall be completed by PSU no later than **June 30, 2017**.

Budget Details

Total funding provided by PWB to PSU under this IGA shall not exceed \$40,000. Funding shall be provided to PSU as follows:

1. **PWB fiscal year 2012-13 shall allow for expenditures by PSU in the amount not to exceed \$8,000.** Funds shall be used for those services described above and to compensate PSU for a graduate assistant² to work and for work requirements included above. PSU services shall include Dr. Leslie Hammer and Dr. Donald Truxillo for oversight of the project.
2. **PWB shall allow for expenditures by PSU in the amount not to exceed \$8,000 per each fiscal year during PWB fiscal year 2013-14 through 2016-17.** Funds shall be used for those services described under each PWB fiscal year above, to compensate PSU in developing training materials in response to findings from the survey completed in the Year 1 Survey, and for PSU to hire a graduate assistant in support of the work associated with this IGA. PSU services during this period shall include Dr. Leslie Hammer and Dr. Donald Truxillo for oversight of the project.

² The graduate assistant assigned to the project has received Laurels scholarship tuition for the academic year and thus, their tuition is covered by the PSU.