



Nick Fish, Commissioner  
David G. Shaff, Administrator

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[www.portlandoregon.gov/water](http://www.portlandoregon.gov/water)



*An Equal Opportunity Employer*

## INTERGOVERNMENTAL AGREEMENT

### AGREEMENT NO.: 30003269

This Intergovernmental Agreement (Agreement) is entered into by and between the City of Portland, Oregon, acting by and through its Water Bureau, hereafter called "CITY" and the THE REGENTS OF THE UNIVERSITY OF CALIFORNIA on behalf of its Western Institute for Food Safety and Security Laboratory, hereafter called "UNIVERSITY." This Agreement is authorized pursuant to ORS 190.110 and becomes effective upon full execution of this document.

### RECITALS

This AGREEMENT is authorized pursuant to ORS 190.110. The purpose of this Agreement is for the UNIVERSITY to conduct laboratory services for Cryptosporidium and Giardia analysis in wildlife fecal samples and other technical services in support of the Bull Run Treatment Variance.

### General Provision

The UNIVERSITY shall conduct certain services as further defined via "Work Order" documents on an as-needed basis at the request of the CITY Project Manager (PM). The UNIVERSITY shall work closely with the CITY Project Manager (PM) to provide these services. Unless noted otherwise, the CITY PM shall coordinate sample collection and shipment to the UNIVERSITY along with a description of the analyses that shall be performed by the UNIVERSITY. For the duration of this Agreement, the UNIVERSITY shall maintain the necessary laboratory capability and capacity to satisfy the requirements for laboratory services for Cryptosporidium and Giardia analysis in wildlife fecal samples.

### NOW, THEREFORE, THE PARTICIPANTS AGREE AS FOLLOWS:

#### 1. DEFINITIONS

"Services" shall mean the work performed at UNIVERSITY's facilities as identified and detailed in each Work Order.

"Work Order" shall mean those orders provided by CITY to UNIVERSITY from time to time under the terms of this Agreement, attached hereto and hereby incorporated by reference; each Work Order shall be sequentially numbered. Each Work Order shall describe one or more Services to be performed, as well as information required by the CITY as set for in the Exemplary Exhibit A attached hereto and incorporated herein by reference.

"Results" shall mean all information or reports generated as deliverables under each specific Work Order.

"University Personnel" shall be the individual(s) identified pursuant to a Work order having the responsibilities set forth in Sections 2 through 27 below.

## 2. PERFORMANCE OF SERVICES

- 2.1 Each Work Order shall identify the scope of work, deliverables, schedule, and compensation for the Work Order as agreed upon by the CITY and UNIVERSITY.
- 2.2 Execution of a Work Order by an authorized representative of CITY shall constitute acceptance of that Work Order.
- 2.3 Each Work Order shall identify the UNIVERSITY Personnel who shall provide direct supervision for the Work Order and who is/are considered to be essential to the performance of Services. No substitution of the identified individual(s) may be made without the prior written approval of the CITY.

## 3. PROGRAM OPERATIONS

If a policy issue arises that is not covered by this AGREEMENT, and/or if disagreements in interpretation arise that cannot be settled by the project managers, then the issue shall be referred for resolution in writing simultaneously to the Administrator of the Portland Water Bureau and Ahmad Hakim-Elahi, Executive Director, Research Administration, Sponsored Programs.

## 4. BILLING PROCEDURES AND COMPENSATION

- 4.1 For the performance of the Services rendered according to Work Order Specifications, and according to specifications in this Agreement, herein the City shall reimburse UNIVERSITY for actual expenditures incurred in accordance with the rates specified herein in the Compensation Narrative, which is attached hereto and made a part of this Agreement as Exhibit B, and according to any other costs as agreed upon and outlined in Work Orders.
- 4.2 The CITY has authorized a total not to exceed amount of \$200,000 to fund the program and enter into a formal Agreement for a period of 5 years.
- 4.3 By the 15<sup>th</sup> of the month following the end of the previous month after the effective date, UNIVERSITY shall submit to the CITY an invoice for work performed under each Work Order during the previous month. Each invoice shall identify the tasks that have been completed per the terms of the Work Order.
- 4.4 Invoices shall be submitted electronically to [wbaps@portlandoregon.gov](mailto:wbaps@portlandoregon.gov).
- 4.5 UNIVERSITY shall fully cooperate with a City Audit of the records at any time. UNIVERSITY shall also fully cooperate with an OMB A-133 audit to account for all expenses if necessary for grant funds received by CITY.

## 5. TERMINATION

- 5.1 Services rendered pursuant to each Work Order shall be in accordance with that Work Order and within the scope of the terms of this Agreement, and shall not exceed the term of this Agreement as set forth below unless the parties agree otherwise in via a written amendment.
- 5.2 CITY may, without cause, upon thirty (30) days written notice, terminate this Agreement in whole or in part, or suspend, delay or interrupt all or part of the Services hereunder. If CITY terminates for convenience, CITY shall reimburse UNIVERSITY those costs not in excess of the amount specified in the specific Work Order(s) that were incurred by UNIVERSITY in good faith in connection with the Services prior to the effective date of said termination. CITY may immediately terminate this Agreement for cause if UNIVERSTIY breaches this Agreement.

5.3 UNIVERSITY may, upon thirty (30) days written notice, terminate this Agreement in whole or in part, or suspend, delay or interrupt all or part of the Services hereunder. If UNIVERSITY terminates for convenience, CITY's obligations to reimburse UNIVERSITY for costs incurred past the effective termination date shall also terminate.

**6. NON-DISCRIMINATION**

In carrying out activities under this Agreement, 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.

**7. ACCESS TO RECORDS**

The CITY and their duly authorized representatives shall have access to the books, documents, and records which are directly pertinent to the specific Agreement for the purpose of making audit, examination, excerpts and transcript.

**8. INDEMNIFICATION**

Subject to the conditions and limitations of the Oregon Constitution and Oregon Tort Claims Act, ORS 30.260 through 30.300, the UNIVERSITY 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 the UNIVERSITY, its officers, employees and agents in the performance of this Agreement but only in proportion to and to the extent such liability, loss, and costs are caused by or result from the negligent or intentional acts or omissions of UNIVERSITY, its officers, agents, or employees.

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 the UNIVERSITY 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.

**9. INSURANCE**

The UNIVERSITY is insured through the self-insurance program of The Regents of the UNIVERSITY of California and The Regents of the UNIVERSITY of California shall maintain workers' compensation insurance throughout the duration of this Agreement.

**10. SUBCONTRACTING AND ASSIGNMENT**

The UNIVERSITY shall not subcontract its work under this Agreement, with the exception of those subcontractors listed below. Should the UNIVERSITY require the addition of any new subcontractors approval through an amendment to this Agreement shall be required. The UNIVERSITY shall advise all subcontractors used to perform the Services under this Agreement of their obligations to meet the CITY'S Codes pertaining to permits, workmen's compensation, licensing, and all other requirements. Accepted subcontractors are as follows:

Accepted subcontractors are as follows:

Subcontractor	Role on Project
University of Texas Systems	Cryptosporidium Genotyping by WTR RF PRJ 4099 methodology

**11. OREGON LAWS AND FORUM**

This Agreement shall be construed according to the laws of the State of Oregon. Any litigation between the CITY and the UNIVERSITY arising under this Agreement or out of work performed under this Agreement 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.

**12. CHOICE OF VENUE**

Oregon law shall govern this Agreement and all rights, obligations and disputes arising out of the Agreement. Venue for all disputes and litigation shall be in Multnomah County, Oregon.

**13. 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 the UNIVERSITY its intent to terminate this Agreement.

**14. 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.

**15. 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.

**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 AGREEMENT. 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.

**17. FORCE MAJURE**

Neither Party shall be held responsible for delay or default caused by fire, riot, acts of God and war which are beyond it 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.

**18. NO THIRD PARTY BENEFICIARY**

The CITY and the UNIVERSITY 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.

**19. 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.

**20. AMENDMENTS**

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

**21. AGREEMENT PROJECT MANAGERS**

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

Zoe Rodriguez del Rey, Project Manager  
City of Portland  
1120 SW 5<sup>th</sup> Ave  
Room 600  
Portland, OR 97204  
Phone: 503-823-7792  
Email: [Zoe.RodriguezdelRey@portlandoregon.gov](mailto:Zoe.RodriguezdelRey@portlandoregon.gov)

- B. The UNIVERSITY's Project Manager shall be Edward Atwill or such other person designated in writing by the UNIVERSITY. All notices to shall be directed to:

Edward R. Atwill  
Room 2009, Haring Hall  
University of California-Davis  
One Shields Ave  
Davis, CA 95616-8734  
Phone: 530-754-2154  
Email: [ratwill@ucdavis.edu](mailto:ratwill@ucdavis.edu)

All contractual notices shall also be sent to the UNIVERSITY's Contracts and Grants Officer:

Paula Noble  
Contracts & Grants Officer  
Office of Research, Sponsored Program  
1850 Research Park, Suite 300  
Davis, CA 95618  
Phone: 530-754-7700  
Email: [awards@ucdavis.edu](mailto:awards@ucdavis.edu)

**22. OWNERSHIP**

- A. CITY shall own and is free to use for any purpose the Results of all Work Orders. UNIVERSITY shall maintain ownership and unrestricted use of notebooks and other original records of the research generated by UNIVERSITY as part of any Work Order.
- B. UNIVERSITY may retain and is free to use Results for any internal educational or research purposes but may not use it for the commercial benefit of UNIVERSITY. Internal educational or research purposes includes publication subject to Article 23 of this Agreement.

**23. PUBLICATION**

- A. Services conducted under each Work Order are intended to be of a collaborative nature between the CITY and UNIVERSITY. As such, CITY and UNIVERSITY and/or UNIVERSITY Project Manager shall jointly prepare and submit any initial publications resulting from Work Orders completed under this Agreement. Both CITY and UNIVERSITY personnel shall be identified as authors when appropriate. The CITY and UNIVERSITY shall jointly hold right to any final joint publication.
- B. If CITY is unable or chooses not to collaborate on a joint publication within six (6) months of the end of this Agreement, UNIVERSITY shall have the right to publish independently with the following caveat:
1. Publication must be under the auspices of a UNIVERSITY faculty member.
  2. Publications shall be conceptually discussed with CITY early in the development process.
  3. UNIVERSITY shall provide CITY, for CITY's review and comment, a copy of materials intended for publication at least thirty (30) days prior to submission.

**24. REIMBURSEMENT**

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

**25. SEVERABILITY/SURVIVAL**

If any of the provisions contained in this Agreement 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 Agreement for any cause.

**26. 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 the University is jointly liable with the City (or would be if joined in the Third Party Claim ), the University 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 the University on the one hand and of the County 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 the University 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. The University's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State of Oregon had sole liability in the proceeding.

With respect to a Third Party Claim for which the City is jointly liable with the University (or would be if joined in the Third Party Claim), the City 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 University in such proportion as is appropriate to reflect the relative fault of the City on the one hand and of the University 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 the City on the one hand and of the University 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. The City's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

**27. EFFECTIVE DATE AND DURATION**

This Agreement shall be effective upon final date of execution and terminate on May 1, 2017, unless otherwise agreed to by both parties under the provisions of this Agreement.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**CITY OF PORTLAND**

**APPROVED AS FORM**

\_\_\_\_\_  
David G. Shaff  
Portland Water Bureau Administrator

*James H. Van Dyke*  
\_\_\_\_\_  
James H. Van Dyke  
City Attorney

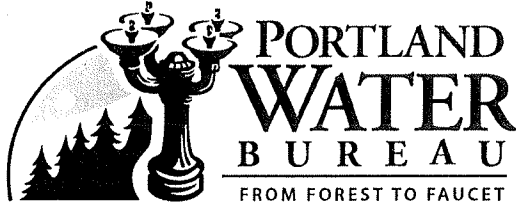
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Date

*5/20/13*  
\_\_\_\_\_  
Date

**THE REGENTS OF THE UNIVERSITY OF CALIFORNIA**

*AH*  
\_\_\_\_\_  
Ahmad Hakim-Elahi, Ph.D. J.D.  
Executive Director, Research Administration

*5/17/2013*  
\_\_\_\_\_  
Date



**Nick Fish, Commissioner**  
 David G. Shaff, Administrator

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



*An Equal Opportunity Employer*

Work Order No. \_\_\_\_  
 Agreement No. 30003269

This Work Order provides for technical services in support of Laboratory Services for Cryptosporidium and Giardia Analysis in Wildlife Fecal Samples. Upon execution by both parties, this Work Order and any attachment shall become attached to and incorporated into Intergovernmental Agreement No. 30003269 (hereinafter Agreement) between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, hereinafter called UNIVERSITY, and the City of Portland, hereinafter called CITY.

As directed in the Agreement, this executed Work Order directs the UNIVERSITY to perform the services as outlined in the attached Exhibit A and Exhibit A1 and as directed in the Agreement.

UNIVERSITY PERSONNEL

The UNIVERSITY shall assign the following personnel to do the work in the capacities designated:

UNIVERSITY PERSONNEL NAME	ROLE ON PROJECT

SUBCONTRACTORS

The UNIVERSITY shall assign the following subcontractors to perform work in the capacities designated:

SUBCONTRACTOR BUSINESS NAME	ROLE ON PROJECT

DELIVERABLES AND SCHEDULE

The UNIVERSITY shall provide the deliverables per the schedule as described in Exhibits A and Exhibit A1 attached to this Work Order.

COMPENSATION

The total not exceed amount for all services being provided by the UNIVERSITY under this Work Order shall not exceed include task order limit amount. Unless authorized by a written Amendment to the Work Order no additions or changes shall be made to this Work Order. The hourly rates shall be as indicated in the Agreement and amendments to the Agreement. This Work Order shall expire month, day, and year.

AMENDMENTS TO THE WORK ORDER

All amendments, either no-cost or for adding additional dollars, must be pre-approved through the CITY's internal business process. Work order amendments shall be completed by the Portland Water Bureau (PWB) Contract Administration Branch in cooperation with the CITY's Project Manager. All amendments to the Work Order shall be in writing and approved by both parties.

No-cost Work Order amendments or amendments less than 25% of the original Work Order amount must be approved by the PWB's Director of Operations. The PWB Administrator must approve all Work Order amendments when amending the Work Order to increase compensation if greater than 25% of the original Work Order amount. The UNIVERSITY shall not change personnel assignments without the prior written consent of the CITY's approving authority and must be approved via amendment to the Agreement and Work Order. The UNIVERSITY shall not change subcontractor assignments without the prior written consent of the CITY's Project Manager. If approved change of subcontractor shall follow with an amendment to this Work Order.



CITY CONTACT INFORMATION

The Portland Water Bureau's Project Manager for this project is Zoe Rodriguez del Rey. For questions the Contractor shall contact the Project Manager at 503-823-7792 or by e-mail at Zoe.RodriguezdelRey@portlandoregon.gov. For contract questions the Contractor shall contact the Contract Administration Branch at 503.823.7490.

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

UNIVERSITY,

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

Name: \_\_\_\_\_

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

CITY OF PORTLAND WATER BUREAU:

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

{PWB Approving Authorities Name}  
Director of Operations  
Portland Water Bureau

*Note: Attached to the Work Order will be an Exhibit A, which includes Work Background, Scope of Work, and the deliverables required by the UNIVERSITY. In addition, Exhibit A1 will be included as an attachment to the Work Order and will provide a defined budget detail.*

**Agreement No: 30003269**  
**Exhibit B**

**COMPENSATION**

The maximum that the UNIVERSITY can be paid on this Agreement is \$200,000 (hereafter the "not to exceed" amount.). The "not to exceed" amount includes all payments to be made pursuant to this Agreement, including reimbursable expenses, if any. Nothing in this Agreement requires the CITY to pay for work that does not meet the Standard of Care or other requirements of the Agreement. The actual amount to be paid to the UNIVERSITY may be less than that amount.

If work is completed before the "not to exceed" amount is reached, the UNIVERSITY's compensation shall be based on the UNIVERSITY's bills previously submitted for acceptable work performed and approved.

**PAYMENT TERMS: Net 30 Days**

**Reimbursement for Sample Analysis**

The unit costs are inclusive of salary, tuition, and indirect costs of 26%. The unit costs shall remain constant for the term of the Agreement. No annual inflation adjustments shall be allowed. No other additional costs shall be considered.

<b>Pathogen Enumeration</b>	<b>Unit Cost</b>
Direct IFA	\$70.00
IMS-IFA	\$150.00
NaPP-IMS-IFA	\$220.00
NaPP-Ether-IMS-IFA	\$270.00
Sucrose flotation-IFA	\$135.00
Sucrose gradients-IFA	\$155.00
Ether extraction-IFA	\$180.00
<b>Quality Assurance / Quality Control (QA/QC)</b>	<b>Unit Cost</b>
Internal control (ColorSeed™)	\$95.00
Positive control slide	\$155.00 per slide
Positive pathogen control acquisition	\$320 per visit
Percent recovery test	\$600 per wildlife species
<b>Oocyst Purification</b>	<b>Unit Cost</b>
By IMS	\$100.00
By NaPP-IMS	\$170.00
By NaPP-ETHER	\$280.00
Sucrose flotation	\$65.00
Sucrose gradients	\$85.00
Ether Extraction	\$110.00
<b>Cryptosporidium-positive Follow-up Work</b>	<b>Unit Cost</b>
<i>Cryptosporidium</i> genotyping by PCR and sequencing	\$188.00
Genotyping (UT Health-WTR RF PRJ 4099)	\$315.00
DNA Sequencing (UT Health)	\$315.00
Mouse infectivity assay	\$300.00 per isolation of <i>Cryptosporidium</i>
<b>Other Laboratory Services</b>	<b>Unit Cost</b>
Fecal <i>E. coli</i> count	\$35.00

Supplies	Cost
Antibiotics (for scat sample preservation)	UNIVERSITY's Cost + 26% mark-up

Routine analysis for the enumeration of *Cryptosporidium* oocysts and *Giardia* cysts requested by the CITY PM with a five (5) business day turn-around-time shall be subject to a 25% surcharge.

#### Reimbursement for University Personnel Time

University personnel time shall be billed at the following rates.

NAME	HOURLY RATE
Edward Atwill	\$298.07
Xunde Li	\$115.66
Bruce Hoar	\$110.73

TITLE	HOURLY RATE
Associate Professional Researcher I	\$62.36
Graduate Student Researcher IX	\$70.42
Staff Research Associate II	\$35.16
Laboratory Assistant III	\$31.07
Laboratory Assistant II	\$26.95
Student Assistant IV	\$15.35
Junior Specialist I	\$27.37
Post-Doc	\$33.38

#### Travel

UNIVERSITY shall pay travel time and per diem according to their respective statutory requirements. The UNIVERSITY's travel policy and approved rates can be found at: <http://policy.ucop.edu/doc/3420365/BFB-G-28>

<http://travel.ucdavis.edu/surface/mileage.cfm>

[http://travel.ucdavis.edu/meals\\_lodge/meal\\_allowances.cfm](http://travel.ucdavis.edu/meals_lodge/meal_allowances.cfm)

which are hereby incorporated by this reference. No travel outside the state of California shall be reimbursed without prior authorization from the CITY.

#### Progress Payments

Within thirty (30) days after the completion of requested analyses, the UNIVERSITY shall submit to the CITY of Portland Water Bureau Accounts Payable department an invoice for work performed by the UNIVERSITY. The invoice shall contain the CITY's Agreement Number and set out all items for payment including, but not limited to: date samples were taken, project name, tests performed and description, client sample IDs, and unit costs. The UNIVERSITY shall also attach photocopies of claimed reimbursable expenses, if applicable. The UNIVERSITY shall stamp and approve all subconsultant invoices and note on the subconsultant invoice what they are approving as "billable" under the Agreement. The billing from the UNIVERSITY should clearly roll up labor and reimbursable costs for the UNIVERSITY and subconsultants – matching the subconsultant invoices. Prior to initial billing, the UNIVERSITY shall develop a billing format for approval by the CITY. Invoices shall be e-mailed to: [wbaps@portlandoregon.gov](mailto:wbaps@portlandoregon.gov).

The CITY shall pay all amounts to which no dispute exists within thirty (30) days of receipt of the invoice. Payment of any bill, 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.