

PSU Contract No. 22968

City Contract No. \_\_\_\_\_

**ORDINANCE EXHIBIT A  
INTERGOVERNMENTAL MASTER AGREEMENT**

Between  
**Portland State University**  
And  
**City of Portland**

This Agreement is entered into between the City of Portland, by and through the Bureau of Environmental Services, hereinafter referred to as SPONSOR, and the State Board of Higher Education acting by and through Portland State University, hereinafter referred to as UNIVERSITY.

**RECITALS**

WHEREAS SPONSORS core mission is to provide sewage and stormwater management services to protect public health, water quality and the environment by providing sewage and stormwater collection and treatment services and protect the quality of surface and ground waters and conduct activities that plan and promote healthy ecosystems and watersheds.

WHEREAS SPONSOR desires UNIVERSITY'S services on certain projects to be specified; and

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 agree as follows:

**ARTICLE I - SCOPE OF WORK**

UNIVERSITY agrees to perform for SPONSOR certain services which shall be described in Task Orders to this Agreement. SPONSOR agrees to provide funding for specified services and/or materials and supplies as required for completion of the work. All Task Orders are 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. SPONSOR'S Watershed Services Group Manager, or her designee, and UNIVERSITY's Contract Officer and Project Manager are authorized to execute all Task Orders under this Agreement. The Task Order shall be in a form substantially similar to Exhibit A.

**ARTICLE II - AGREEMENT PERIOD**

This Agreement shall become effective on the date of last signature and shall remain in effect for a period of three (3) years. The Agreement Period may be extended by written agreement of the parties.

**ARTICLE III - SCIENTIFIC PERSONNEL**

UNIVERSITY Project Managers responsible for the performance of services under this Agreement are identified in each individual Task Order. The UNIVERSITY shall not replace specified Project Manager without prior written approval of the SPONSOR.

**ARTICLE IV – CONSIDERATION**

SPONSOR agrees to pay UNIVERSITY for goods and/or services performed under this Agreement an amount not to exceed Five Hundred Thousand (\$500,000.00) DOLLARS over a three year period. Funding is subject to SPONSOR's annual budget authorization. The consideration and the budget information for each Task Order shall be set forth in Attachment 1 to the Task Order. Individual task orders shall not exceed \$50,000. Each Task Order shall specify the date from which costs may be incurred for that Task Order.

UNIVERSITY may seek reimbursement from SPONSOR for the following costs, subject to the expenditure of these funds for performance of the work and within the authorized budget.

1. Direct Costs.
  - (a) Personal Services. Cover reimbursement for direct wages paid to personnel engaged in performance of the work and for the fully-loaded benefit costs associated with direct wages, which represents the actual benefit load attributable to the respective employees.
  - (b) Materials. Cover actual costs for the purchase of materials or supplies where the expenditure is for performance of the work and within the authorized budget.
2. Indirect Costs. Cover reimbursement for overhead costs at the rate established annually for UNIVERSITY.
  - (a) This Agreement was originated in Fiscal Year 2013-14. For that fiscal year, UNIVERSITY's overhead rate is 26% for off campus work and 31% for on campus work of Personal Services plus Benefits Costs. UNIVERSITY indirect costs cover generally fixed costs related to the administration and operation of an organization, as well as program management costs including administrative staff, rent, telephone, power, insurance, office supplies and minor equipment.
  - (b) UNIVERSITY's Contract Officer shall provide written notification to the SPONSOR's Project Manager when a new overhead rate is approved for the University.. A change to the rate does not require an amendment to this Agreement.

Invoices for work accomplished under this Agreement shall be submitted to SPONSOR's contact (see ARTICLE V below) on the schedule specified in the Task Order. SPONSOR certifies that sufficient funds will be available and authorized to finance the costs of Task Orders under this Agreement. Payment shall be sent to Portland State University, to the Department and address specified in the Task Order

#### ARTICLE V - NOTICE

Any notice provided for under this Agreement shall be sufficient if in writing and delivered to the following addressee:

If to SPONSOR:

Alice Coker  
Bureau of Environmental Services  
1120 SW 5<sup>th</sup> Ave, Rm. 1000  
Portland, OR 97204

If to UNIVERSITY:

Contract Officer  
Contracting and Procurement  
Portland State University  
PO Box 751 (CAPS)  
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 stated in the 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 developed by the UNIVERSITY during the course of research performed under this Agreement for teaching or research purposes.

#### ARTICLE VII - CONFIDENTIALITY

UNIVERSITY, subject to the limitations and conditions of the Oregon Public Records law, agrees to keep confidential any SPONSOR proprietary information that SPONSOR designates as such and supplies to UNIVERSITY during the course of services performed under 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 VIII - INDEMNIFICATION

To the extent permitted by Oregon Law (ORS 30.260 through 30.300) and the Oregon Constitution, Article XI, each party to this Agreement shall defend, save, hold harmless and indemnify the other party and such other parties' officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities of the indemnifying party or its officers, employees, subcontractors or agents under this Agreement, provided that no party to this Agreement shall be required to indemnify any other party for any liability arising out of the wrongful or negligent acts or omissions of the employees or agents of the other party.

#### ARTICLE IX - COMPLIANCE WITH LAWS

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 United States District Court for the District of Oregon.

#### ARTICLE X – 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 XI - DELIVERABLES

UNIVERSITY will provide to SPONSOR the Deliverables described in each Task Order. SPONSOR shall have the right to use all such Deliverables for its own purposes and to modify the Deliverables at its option. SPONSOR will make appropriate acknowledgment and attribution to UNIVERSITY in its use or distribution of unmodified Deliverables. If SPONSOR modifies the Deliverables in any meaningful manner, UNIVERSITY may request that SPONSOR include a notice of such modifications in the Deliverables. Such request shall be made in writing by UNIVERSITY to SPONSOR.

UNIVERSITY may assert copyright on materials that it produces in the performance of this Agreement. SPONSOR shall have a right to negotiate a license to use the copyrighted materials which are outside the scope of the Deliverables described above.

All rights to inventions or discoveries attained in apparatus testing, or improvement of testing methods, materials and processes and all rights to inventions or discoveries arising from research conducted under this Agreement belong to UNIVERSITY. All such inventions and discoveries shall be disposed of in accordance with UNIVERSITY'S policy. To the extent that UNIVERSITY has the legal right to do so, UNIVERSITY shall offer to SPONSOR a right to negotiate a license to such inventions and discoveries.

#### ARTICLE XII – CERTIFICATIONS

By execution of this Agreement or acceptance of any payments under this Agreement, UNIVERSITY certifies that:

1. UNIVERSITY is not presently debarred, suspended, proposed for disbarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency.
2. UNIVERSITY is not delinquent on the repayment of any federal debt.

3. UNIVERSITY is in compliance with Sections 5151 to 5160 of the Drug-Free Workplace Act of 1988 (P.L. 100-960, Title V, Subtitle D).
4. To the best of UNIVERSITY's knowledge and belief:
- (a) No federally appropriated funds have been paid or will be paid by or on behalf of the UNIVERSITY to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
  - (b) If funds other than federally appropriated funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or any employee of a member of Congress in connection with this federally-funded contract, grant, loan or cooperative agreement, UNIVERSITY shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
  - (c) UNIVERSITY shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

#### ARTICLE XIII - 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.

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

**CITY OF PORTLAND, BY AND THROUGH THE  
BUREAU OF ENVIRONMENTAL SERVICES**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Martha Kierstead

Name: Dean Marriott

Title: Contract Officer

Title: Director

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

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

Employer Tax ID Number: 48-1278529

City Contract No. \_\_\_\_\_

**Exhibit A**

**TASK ORDER # \_\_\_\_\_**  
**To Intergovernmental Master Agreement**  
*(Agreement terms incorporated by this reference)*

**Between**

**City of Portland, Bureau of Environmental Services (SPONSOR)**  
**and**  
**Portland State University (UNIVERSITY)**

**Project Title:****Project Budget: \$ \_\_\_\_\_**Detailed budget included in **Attachment 1**,**Scope of Work**

Project location:

Project background:

Project goals:

Task needs are:

University shall:

City shall:

**Invoice Schedule:**

All invoices must contain Contract Number, Task Order Number, and Purchase Order Number, a standard breakdown of hours and hourly rates and material costs. Services will be reimbursed according to the following schedule.

**Schedule**

Include the timing for project milestones, activities, regular progress reports and invoicing.

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

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

**Deliverables**

Describe project deliverables, final reporting requirements and format.

**Project Representatives**

Each party has designated a project manager and an administrative contact to be the formal representatives for this project. All reports, notices, and other communications required under or relating to this IGA must be directed to the appropriate individuals.

**SPONSOR**

Project Manager \_\_\_\_\_

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

Address: 1120 SW Fifth Ave., Suite 1000  
Portland, OR 97204

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**UNIVERSITY**

Department: \_\_\_\_\_

Faculty Project Manager

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

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**Administrative Contact**

Name: Alice Coker

Title: Environmental Specialist

Address: \_\_\_\_\_

Phone: 503-823-7914

Email: [alice.coker@portlandoregon.gov](mailto:alice.coker@portlandoregon.gov)**Administrative Contact**

Name: Martha Kierstead

Title: Contract Officer

Portland State University  
Contracting and Procurement Services  
PO Box 751 (FAST-CAPS)

Phone (503) 725-9770

Email: [kierstmj@pdx.edu](mailto:kierstmj@pdx.edu)

ACCEPTANCE OF TERMS: I acknowledge and certify that the work in this Task Order is within the scope of work of the Intergovernmental Agreement.

**CITY OF PORTLAND, BY AND THROUGH  
BUREAU OF ENVIRONMENTAL SERVICES**

Signature: \_\_\_\_\_

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

Title: Watershed Services Division Manager

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

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

Signature: \_\_\_\_\_

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

Title: Department Head

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

Signature: \_\_\_\_\_

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

Title: Contract Officer

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

Employer Tax ID Number : 48-1278529

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Task Order No. \_\_\_\_\_

Attachment 1

**BUDGET**

Project Title:

Project Manager

Include a detailed project budget or cost estimate. Include direct and indirect costs, in-kind contributions and other funding sources, if applicable. Describe any restrictions on how the funding may be used.

Direct Costs

Subtotal

Indirect Costs

Total Costs

NAME	ROLE ON PROJECT	POSITION CLASSIFICATION	HOURLY RATE

Compensation shall not exceed the project budget amount indicated on the Task order, unless authorized by a written amendment to the Task Order

Both Parties shall approve all task order amendments.