

INTERGOVERNMENTAL AGREEMENT  
FOR  
TRAFFIC SAFETY RESEARCH, EVALUATION, & COMMUNICATIONS

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into by and between the City of Portland, Oregon, acting by and through its Bureau of Transportation, herein after referred to as "**PBOT**"; and the State Board of Higher Education acting by and through Portland State University, hereinafter referred to as "**PSU**".

**RECITALS**

1. By the authority granted in ORS 190.110 and 283.110, state agencies may enter into agreements with units of local government or other state agencies for the performance of any or all functions and activities that a party to the agreement, its officers, or agents have the authority to perform.
2. In consideration of the mutual promises and covenants contained herein, both parties hereto agree to establish a collaboration between **PBOT** and **PSU** to perform Traffic Safety research and evaluation. The purpose of this collaboration is to provide research, evaluation, communications and possible internship opportunities. This collaboration will improve the effectiveness of **PBOT**'s transportation services. Collaboration between **PSU** and **PBOT** will provide advanced education opportunities in the field of Transportation Engineering and Urban Studies.
3. The production and performance of traffic safety-related information, research and evaluation & communications is consistent, compatible, and beneficial to the academic role and mission of **PSU**.
4. The primary goals of this collaboration are to achieve the following:
  - A. Provide resources for research activities related to traffic safety.
  - B. Use **PSU**'s expertise in Transportation Engineering, Urban Studies, and Communications to provide a cost-effective means by which **PBOT** can improve the safety performance of the City's transportation system.
  - C. Use **PSU**'s expertise in communications such as survey design, graphic design, web development, copywriting, and video production to enhance **PBOT**'s safety outreach and public information campaigns.
  - D. Combine the experience of public sector practice with **PSU**'s academic expertise to develop a strategic approach to transportation safety management.
  - E. Provide internship opportunities for those interested in the field of Transportation Engineering and Urban Studies.

- F. Contribute to student development by providing enhanced educational opportunities in the field of Transportation Engineering and Urban Studies.

**NOW THEREFORE**, the premises being in general as stated in the foregoing recitals, it is agreed by and between the parties hereto as follows:

### **TERMS OF AGREEMENT**

1. Under such authority, **PBOT** wishes to acquire the professional services from **PSU** to produce communication materials and perform research and evaluation related to transportation safety and any other services that both parties mutually agree to perform. When the technical assistance of **PSU** is needed for performing application development, such requests shall be made in the form of a written Work Order Authorization, attached hereto as Exhibit A and by this reference made a part hereof. Each Work Order that is issued pursuant to this agreement shall become a part of this agreement. Both parties shall sign the Work Order Authorization before commencement of work. The Work Order may be e-mailed. Both parties shall sign the e-mailed work order before work begins. Payment for said services shall not exceed a maximum amount of \$100,000 in **PBOT** funds.

2. Upon the consent of **PSU** to perform such development, and prior to the execution of the Work Order, **PBOT** and **PSU** shall jointly develop a Scope of Work, as defined below and an Operating Budget.

Each Scope of Work shall contain the following elements:

- A. A detailed description of work to be performed and mutually agreed standards for acceptance.
- B. Any collaboration or assistance that is required to be provided by **PSU** staff which is in addition to the agreed compensation amount.
- C. Name of the **PSU** official (Principal Investigator) responsible for the supervision and completion of such Work Order.
- D. Name of the **PBOT** official assigned to provide liaison and to verify timely completion.
- E. Dates of Project beginning and completion, including milestones where appropriate.
- F. Performance reporting requirements, including delivery schedule of interim and final work products and the payment schedule associated with their receipt.
- G. All Work Orders shall be subject to all terms, conditions, provisions, modifications or deletions thereof as both parties may mutually agree to apply to the particular Work Order.

3. This agreement may be modified by mutual consent of both parties and upon execution of amendments to this agreement stating said modifications.
4. The term of this Intergovernmental Agreement shall commence upon the date of the last signature below and shall continue in effect for four (4) years from that date, contingent upon state legislative and federal budget appropriations.

### OBLIGATIONS

1. The amount obligated by **PBOT** with respect to this Intergovernmental Agreement is the aggregating amounts obligated in each of the subsequent Work Orders. **PBOT's** total obligation of all Work Orders issued under this Intergovernmental Agreement shall not exceed \$100,000 per fiscal year in City funds. The total obligation of all Work Orders shall not exceed \$500,000 during the duration of this Intergovernmental Agreement. All travel and travel related expenses shall be reimbursed at the rates in accordance with Department of Administrative Services travel rates. However, the total compensation including all travel expenses for each Work Order shall not exceed the total contractual amount as both parties agreed in the respective Work Order.
2. All Work Orders and their subsequent adjustments must be fully executed by both parties prior to the beginning of their required performance. Each Work Order will contain two parts: 1) The Scope of Work as defined above in Terms of Agreement, Section 2, of this Intergovernmental Agreement; and 2) An Operating Budget, itemized by task and budget category, which agrees with the amount of **PBOT's** obligation of work performed under such Work Order.
3. **PBOT** certifies that sufficient funds are available to finance the obligation committed under each Work Order within its current annual appropriation or expenditure limitation; however, the continuation of each Work Order beyond the fiscal year, and Work Orders issued beyond the biennium, are contingent upon the new appropriation or limitation for the succeeding fiscal period.

**PBOT** will send payments to **PSU** within thirty (30) days following the receipt of invoices from **PSU**, conditioned upon receipt by **PBOT** of any interim or final work products specified in the Scope of Work, as defined in Terms of Agreement, Section 2, in this Intergovernmental Agreement. Payments will be sent, either electronically or by check, to Portland State University, ATTN: Sponsored Projects Administration, P.O. Box 751 (SPA), Portland, OR 97207-0751.

4. **PBOT** designates the City Traffic Engineer as its authorized representative in administering this Intergovernmental Agreement. **PBOT** designates the Safety Research and Evaluation Manager as the initial point of contact for matters related to performance, payment authorization, and to carry out **PBOT's** responsibilities under all Work Orders.

Any notice pertaining to this Intergovernmental Agreement shall be sufficient if emailed or in writing to the following addressee or deposited in the United States Mail, postage

prepaid, certified mail, return receipt requested, addressed as follows, or to such other address as either party hereafter shall specify in writing to the other party:

**Email:** [scott.cohen@portlandoregon.gov](mailto:scott.cohen@portlandoregon.gov)

**City of Portland**  
**Bureau of Transportation – Attn: Scott Cohen**  
1120 SW 5<sup>th</sup> Avenue, Suite 800  
Portland, OR 97204

## **PSU OBLIGATIONS**

1. **PSU** shall submit separate quarterly invoices which will be accompanied by the itemized expenditure reports to **PBOT** for reimbursement on actual costs up to the maximum agreed amount of each Work Order. These expenditure reports shall contain reasonable detail, broken down by budget category, showing the total cost incurred both currently and cumulatively, and accompanied by a Consultant Billing Form, attached hereto as Exhibit B and by this reference made a part hereof, and a signed statement from the Principal Investigator indicating percentage completed for each task listed in the Work Order. **PSU** will submit its invoices and expenditure reports to **PBOT's** authorized official as stated in the Work Order, or his/her designee, for approval to the mailing address at 1120 SW 5<sup>th</sup> Avenue, Suite 800.
2. **PSU** designates the Associate Director of Sponsored Projects Administration as its authorized representative in administering this Intergovernmental Agreement and the applicable Department Chair or Director in approving the Scope of Work as described in Terms of Agreement, Section 2, prior to the execution of the Work Order. Upon the approval of the Scope of Work by the applicable Department Chair or Director, the Work Order Authorization shall be signed on behalf of **PSU** by the Associate Director or his/her designee.

Any notice pertaining to this Intergovernmental Agreement shall be sufficient if emailed or in writing and delivered personally to the following addressee or deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed as follows, or to such other address as either party hereafter shall specify in writing to the other party:

**Email:** [awards@pdx.edu](mailto:awards@pdx.edu).

**PSU:**  
Sponsored Projects Administration  
Portland State University  
P.O. Box 751 (SPA)  
Portland, Oregon 97207-0751

Mutual written consent shall authorize significant changes in the Scope of Work and PSU must obtain prior written approval from PBOT for any changes that will delay the completion date of a Work Order.

### 3. PROGRESS REPORTS

If specifically requested by PBOT in each Work Order, the PSU Principal Investigator or designee shall submit a complete Progress Report form, regarding the progress made under such Work Order in the format indicated in the attachment Exhibit C.

### 4. DOCUMENTATION AND CODE DELIVERABLES

All work products provided by PSU or its subcontractors shall conform to PBOT Deliverable Specifications for all Work Orders under this Intergovernmental Agreement. These specifications will be supplied by PBOT to the Principal Investigator for each Work Order. No deliverables shall be submitted in other formats without prior written authorization from PBOT.

### 5. RELEASE OF INFORMATION

No information regarding development findings obtained by PSU shall be released by PSU to the news media without prior authorization from the PBOT Safety Research and Evaluation Manager. Nothing in this provision shall be construed as a prohibition on PSU's freedom to publish its development findings upon satisfactory completion of Work Orders, as provided for in General Provisions, Section 9.

### 6. CONFIDENTIALITY

Subject to the limitations and conditions of Oregon Public Records law, PSU and PBOT agree that any confidential and proprietary data provided by the other party shall not be disclosed to any person, firm, or other entity except on the written authorization of the disclosing party. In addition, should this Intergovernmental Agreement terminate for any cause, PSU and PBOT agree to return to the disclosing party all proprietary data, which was received by the receiving party.

## GENERAL PROVISIONS

1. This agreement may be terminated by either party upon 60 days' notice, in writing and delivered by certified mail or in person.
2. PBOT may terminate this agreement effective upon delivery of written notice to PSU, or at such later date as may be established by PBOT, under any of the following conditions:
  - a. If PSU fails to provide services called for by this agreement within the time specified herein or any extension thereof.

- b. If **PSU** fails to perform any of the other provisions of this agreement or so fails to pursue the work as to endanger performance of this agreement in accordance with its terms, and after receipt of written notice from **PBOT** fails to correct such failures within 10 days or such longer period as **PBOT** may authorize.
- c. If **PBOT** fails to receive funding, appropriations, limitations or other expenditure authority at levels sufficient to pay for the work provided in the agreement.
- d. If Federal or State laws, regulations or guidelines are modified or interpreted in such a way that either the work under this agreement is prohibited or if **PBOT** is prohibited from paying for such work from the planned funding source.

3. Any termination of this agreement shall not prejudice any rights or obligations accrued to the parties prior to termination.

4. COMPLIANCE WITH LAWS

The parties agree to 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, the parties expressly agree to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1913; (iii) the Americans with Disabilities Act of 1990 and ORS 659.425; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

5. SUBCONTRACT

**PSU** shall not enter into any subcontract for any of the work scheduled under any Work Order without obtaining prior written approval from **PBOT**, unless such subcontractor is clearly identified and separately budgeted in the approved Operating Budget of such Work Order.

6. WORKERS' COMPENSATION INSURANCE

**PSU**, its subcontractors, if any, and all other employers that employ subject workers who work under this Intergovernmental Agreement in the State of Oregon, shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. **PSU** shall ensure that each of its subcontractors complies with these requirements. **PSU** further agrees to maintain workers' compensation insurance coverage for the duration of this Intergovernmental Agreement.

In the event that **PSU's** Workers' Compensation Insurance Coverage is due to expire during the term of this Intergovernmental Agreement, **PSU** agrees to timely renewal of its insurance, either as a carrier-insured employer or self-insured employer as provided by ORS 656 before its expiration.

Pursuant to ORS 656.043, **PSU** shall be responsible for paying all salaries and wages of its workers who are working under this Intergovernmental Agreement.

#### 7. INDEPENDENT CONTRACTOR STATUS

**PSU** shall perform the service under this Intergovernmental Agreement as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement, including but not limited to PERS contributions (retirement benefits), workers' compensation, unemployment taxes, state and federal income tax withholdings, and any fees applicable to payments hereunder.

#### 8. RECORD RETENTION AND ACCESS

**PSU** agrees to maintain all technical and financial records in support of the services performed under this Intergovernmental Agreement. All records must be made available to **PBOT** within seven (7) days of written request. All records shall be retained and made available for examination until three (3) years after the expiration of the Work Order under which they were created. Records may be maintained by **PSU** on computer disk, if printed records are accessible on request.

**PSU** acknowledges and agrees that **PBOT**, the Secretary of State's Office of the State of Oregon, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of **PSU** which are directly pertinent to the specific agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of three years after final payment. Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by **PBOT**.

#### 9. OWNERSHIP

All capitalized equipment or machinery purchased as part of a Work Order under this Intergovernmental Agreement shall be owned by **PBOT**. All capitalized equipment or machinery, at **PBOT's** discretion, will be returned to **PBOT** at the termination of the Work Order under which said equipment or machinery was purchased. **PBOT** will be responsible for its packaging, handling, and shipping costs.

**PBOT** shall wholly own all intellectual property that it produces under this Intergovernmental Agreement. **PBOT** agrees to grant a royalty-free, non-exclusive and irrevocable license to **PSU** to reproduce, publish or otherwise use the intellectual property, except for inventions, developed by **PBOT** under this Intergovernmental Agreement. **PBOT** shall grant **PSU** a non-exclusive, non-commercial, royalty-free right to use **PBOT's** invention for scholarly and academic purposes.

**PSU** shall wholly own all intellectual property that it produces under this Intergovernmental Agreement. **PSU** agrees to grant a royalty-free, non-exclusive and irrevocable license to **PBOT** to reproduce, publish or otherwise use the intellectual property, except for inventions, developed by **PSU** under this Intergovernmental Agreement. **PSU** shall grant **PBOT** a non-exclusive, non-commercial, royalty-free right to use **PSU**'s invention for the public benefit.

**PBOT** and **PSU** shall jointly own all intellectual property that they produce while working collaboratively under this Intergovernmental Agreement

This Intergovernmental Agreement shall not be construed to include any agreement between **PSU** and **PBOT** already in force on the effective date of this Agreement.

This Agreement shall not be construed to require **PBOT** to commit a given volume of application development activity to **PSU**, as measured by either dollar volume or number of projects. Nor shall **PBOT** be obligated to deal exclusively with **PSU** in meeting its need for development services. Similarly, **PSU** is free to provide application development services to other public and private sector clients.

#### 10. ASSIGNMENT

Neither **PBOT** nor **PSU** shall assign or transfer any interest in this Agreement. Nor may either party assign any claims for money due or to become due under this Intergovernmental Agreement, without the prior written approval of the other party.

In the event of an inconsistency between this Intergovernmental Agreement and a Work Order, unless otherwise provided herein, the inconsistency shall be resolved by giving precedent in the following order: the terms and conditions of a Work Order; the other provisions of the attachments which were incorporated by reference and attached to a Work Order; the terms and conditions of this Intergovernmental Agreement; and the other provisions of the attachments which were incorporated by reference and attached to this Intergovernmental Agreement.

This agreement and attached exhibits constitute 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. The failure of **PBOT** to enforce any provision of this agreement shall not constitute a waiver by **PBOT** of that or any other provision. Both parties, by the signature below of their authorized representative, acknowledge having read and understood the agreement and both parties agree to be bound by its terms and conditions.

---



IN WITNESS WHEREOF, the parties hereto have set their hands as of the day and year hereinafter written.

The Oregon Transportation Commission on March 18, 1999, approved Subdelegation Order No. 2 in which the Director grants authority to the Executive Deputy Director for Central Services to approve and execute agreements over \$75,000 when the work is related to a project included in the Statewide Transportation Improvement Program, other system plans approved as a line item in the approved biennial budget.

**City of Portland, Oregon,**

acting

by and through its  
State Board of Higher Education acting  
by and through Portland State University

Bureau of Transportation,

By \_\_\_\_\_  
Jennifer Ward  
Associate Director, SPA                      Director

By \_\_\_\_\_  
Leah Treat

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

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

**APPROVAL RECOMMENDED:**

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

Robert M. Burchfield  
City Traffic Engineer

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

Federal Tax ID: 48-1278529

REVIEWED FOR Approval as to Form

**PSU OFFICIAL MAILING ADDRESS:**

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

Portland State University  
Sponsored Projects Administration  
P.O. Box 751 (SPA)  
Portland, OR 97207-0751

City Attorney  
Date: \_\_\_\_\_

**EXHIBIT A**

**WORK ORDER AUTHORIZATION Agreement**

No. \_\_\_\_\_ Work Order No. \_\_\_\_\_

Under the terms of the Portland Bureau of Transportation (PBOT) and Portland State University (PSU) agreement dated \_\_\_\_\_, incorporated herein, the following project work is authorized;

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

Work Order Coordinator: \_\_\_\_\_

Total Authorized Amt. this Work Order: \_\_\_\_\_ Expenditure Acct. No. \_\_\_\_\_

Work Order Start Date: \_\_\_\_\_ Work Order End Date \_\_\_\_\_

Indicate which types of services are to be undertaken by checking the appropriate box(es):

- Traffic Safety Research
- Project/Program Evaluation
- Project Management
- Operating Budget attached
- Scope of Work attached

**SCOPE OF WORK:** Briefly describe the tasks necessary to complete the project as listed in the attached scope of work.

---



---



---



---

**ACTION APPROVED BY** \_\_\_\_: I acknowledge and certify that the work in this work order authorization is within the scope of work of the original agreement.

\_\_\_\_\_  
Chief Information Officer

\_\_\_\_\_  
Date

**ACCEPTANCE OF TERMS BY PSU:**

\_\_\_\_\_  
Contract Officer (or authorized designee)

\_\_\_\_\_  
Date

cc Portland Bureau of Transportation and PSU

### EXHIBIT B CONSULTANT BILLING FORM CONSULTANT BILLING FORM

Agency/Firm \_\_\_\_\_ Billing No. \_\_\_\_\_

Project \_\_\_\_\_

Billing Period \_\_\_\_\_ through \_\_\_\_\_ Final \_\_\_\_\_

Authorized Amount \$ \_\_\_\_\_ Percentage of Work Completed \_\_\_\_\_

Billing Amount \_\_\_\_\_ EA \_\_\_\_\_

#### DETAIL OF PROJECT COSTS ARE ATTACHED.

CERTIFICATION OF CONSULTANT

*I certify to the best of my knowledge all amounts invoiced herein are for appropriate purposes and in accordance with the agreements set forth in the contract.*

\_\_\_\_\_  
Signature of Authorized Official Title Date

\_\_\_\_\_  
Person to contact for audit Address Phone No.

CERTIFICATION OF CITY OFFICIAL

*I have reviewed the above project, the local agency narrative report, and related costs and, in my opinion, subject to audit, the costs reflect the progress to date and are eligible for reimbursement in the amount of*

\$ \_\_\_\_\_.

\_\_\_\_\_  
Portland Bureau of Transportation Certification Phone No. Date

75-881

186520

Misc. Contracts & Agreements No. \_\_\_\_\_

### EXHIBIT C: PROGRESS REPORT FORM



Portland Bureau of Transportation

Progress Report

through

\_\_\_\_\_ Beginning Date

\_\_\_\_\_ Ending Date

DATE:

TO: \_\_\_\_\_:

FROM: \_\_\_\_\_, Ph.D.

1. Project

Title:

2. Key Dates

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

Completion Date for \_\_\_\_\_:

3. Principal Investigator

4. Progress

5. Problems

6. Work Planned for Reporting Period

7. Finances

Project Summary

Funds	FY XX	FY XX	TOTAL
Original Budget	\$	\$	\$
Revised Budget	\$	\$	\$
Spent to Date	\$	\$	\$
Balance	\$	\$	\$

\_\_\_\_\_ Contract Summary # \_\_\_\_\_

Contract Amount	\$
Spent to Date	\$
Balance	\$