

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE OREGON STATE BOARD OF HIGHER EDUCATION AND THE
CITY OF PORTLAND FOR ONE-TIME FUNDING TO IDENTIFY IMPROVEMENTS
TO THE COLUMBIA RIVER LEVEES.**

This Intergovernmental Agreement (“IGA”), authorized pursuant to ORS 190.110 et. seq., is entered by and between The Oregon State Board of Higher Education acting by and through Portland State University, (“PSU”) and the City of Portland (“City”).

RECITALS

- A. The City of Portland would like to partner with PSU to identify improvements related to the Peninsula 1 and 2 drainage district levees.
- B. The City agrees to contribute a one-time funding not to exceed \$25,000 in FY 2013-14 to support PSU for the above project.
- C. PSU will convene the appropriate stakeholders to identify repairs to the above drainage districts so that they are protective of 100-year floods.
 - a. The process will help identify funds and implement necessary improvements to the Peninsula 1 and Peninsula 2 levees, so that they can be certified by a consulting engineer as being protective of a 1% chance flood.
 - b. The goal is to achieve the Federal Emergency Management Agency (FEMA) accreditation and in a manner that will prevent the area from being designated on the City's FEMA Flood Insurance Rate Map as a “Significant Flood Hazard Area”. A related goal is to meet the US Army Corps of Engineers standards to stay in the Corps's Rehabilitation and Inspection Program.
 - c. This process will be conducted to provide transparency in that residents and property owners are kept informed and provided with opportunities for input and involvement.
- D. The above mentioned stakeholder team will address and design solutions for the issues, including but not limited, to the following:
 - a. Develop a list of potential structural or maintenance changes required for certification and accreditation.
 - b. Develop a timely response to avoid de-accreditation.
 - c. Coordinate a collaborative process with the consulting engineer.
 - d. Develop a financial plan to fund the rehabilitation costs.
 - e. Obtain the necessary regulatory approvals for identified improvements.
 - f. Communicate with district residents and property owners.
- E. PSU will provide staff support and facilitation services for up to ten meetings of the collaborative project team and additional sub-committee meetings as required.

- a. The meetings will be convened by a Convener or Co-Convener designated by the Governor.
- b. The process will conclude with a signed Declaration of Cooperation, outlining the agreements and commitments of the collaborative team members.

AGREEMENT

1. **Recitals.** The recitals above are hereby incorporated by reference.
2. **Effective Date.** This IGA is effective from the date that all parties have executed this agreement. This IGA will terminate on 6/30/2014.
3. **Financing.** City agrees to provide funding to PSU in the sum of \$25,000 contingent upon the conditions outlined in the above recitals.
4. **Amendments.** The City Grant Manager is authorized to execute amendments to the scope of the services or the terms and conditions of this Agreement, provided the changes do not increase City's financial risk. Increases to the IGA amount must be approved by the City Council unless the City Council delegated authority to amend the IGA amount in the ordinance authorizing this IGA.
5. **Captions.** The captions or headings in this IGA are for convenience only and in no way define, limit, or describe the scope or intent of any provisions in this IGA.
6. **Oregon Law and Forum.** This IGA shall be construed according to the laws of the State of Oregon without regard to principles of conflicts of law. Any litigation between the Parties arising under this IGA or out of work performed under this Agreement shall occur in Multnomah County Circuit Court or the United States District Court for the State of Oregon.
7. **Compliance with Law.** PSU and all persons performing work under this IGA shall comply with all applicable federal, state, and local laws and regulations, including reporting to and payment of all applicable federal, state and local taxes and filing of business license.
8. **Use of Funds.** PSU will use the funds it receives from City in accordance with this IGA and shall not use the funds for any other purposes. If for any reason PSU receives a grant payment under this IGA and does not use the funds, provide required services or take any actions required by the IGA the City may, at its option terminate, reduce or suspend any grant funds that have not been paid and may, at its option, require PSU to immediately refund to the City the amount improperly expended or received by PSU.
9. **Indemnification.** PSU shall hold harmless, defend, and indemnify City, and its officers, agents and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising from actions or omissions of

PSU and/or its contractors in the performance of this IGA. This duty shall survive the expiration or termination of this IGA.

10. **Severability.** The Parties agree that if any term or provision of this IGA 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 IGA did not contain the particular term or provision held to be invalid.
11. **Third Party Beneficiary.** There are no third party beneficiaries to this IGA and may only be enforced by the Parties.
12. **Merger Clause.** This IGA contains the entire agreement between the Parties and supersedes all prior written or oral discussions or agreements. There are no oral or written understandings that vary or supplement the conditions of this IGA that are not contained herein.
13. **Electronic Transaction: Counterparts.** The Parties agree that they may conduct this transaction, including any amendments, by electronic means, including the use of electronic signatures. This IGA, and any amendment, may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument.
14. **Termination for Cause.** Termination for cause based on PSU's misuse of grant funds shall be effective upon notice of termination. Termination for cause based on failure to comply or perform other obligations shall be effective at the end of the 30 day period unless a written extension of cure period is granted by City. PSU shall return all funds that had not been expended as of the date of the termination notice. All finished or unfinished documents, data, studies, and reports prepared by PSU under this Agreement shall, at the option of City, become the property of City; and PSU may be entitled to receive just and equitable compensation for any satisfactory work completed on such documents up until the time of notice of termination, in a sum not to exceed the grant funds already expended.
15. **Termination by Agreement or for Convenience of City.** City and PSU may terminate this IGA at any time by mutual written agreement. Alternatively, City may, upon thirty (30) days written notice, terminate this agreement for any reason deemed appropriate in its sole discretion. If the IGA is terminated as provided in this paragraph, PSU shall return any grant funds that would have been used to provide services after the effective date of termination. Unless the parties agree otherwise, PSU shall finish any work and services covered by any grant funds already paid and shall not commence any new work or services which would require payment from any unused grant funds.

16. **Records.** Grantee will maintain all records for the program. All records regarding the program, as well as general organizational and administrative information, will be made available to the City Project Manager, or other designated persons, upon request.
17. **Reports.** PSU will complete and submit to the City Project Manager the **Special Appropriation Reporting Form**, attached as Exhibit A, no later than thirty (30) days after the completion of the project. City reserves the right to request additional documentation to support PSU's expenditure of grant funds had complied with the IGA and/or interim reports or information on the progress of work, services or actions required from PSU.
18. **City Project Manager:** The City Project Manager for this IGA is Josh Alpert, City of Portland.
19. **Grantee Project Manager:** The Grantee Project Manager is Steve Greenwood of Portland State University.

Dated this _____ day of 2013

CITY OF PORTLAND

PORTLAND STATE UNIVERSITY

Name: Charlie Hales
Title: Mayor, City of Portland

Name: Steve Greenwood
Title: Project Manager

APPROVED AS TO FORM

Benjamin Walters
City Attorney, City of Portland