



Nick Fish, Commissioner  
Michael Stuhr, P.E., Administrator

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Portland, Oregon 97204-1926  
Information: 503-823-7404  
www.portlandoregon.gov/water

187511

CITY OF PORTLAND Agreement No.: 30004757

Pursuant to CITY Ordinance Number \_\_\_\_\_

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 Portland State University hereafter called "PSU." The CITY and PSU are referred to herein individually as a "Party" and collectively as the "Parties."

Pursuant to ORS 190.010, the CITY is authorized enter into a written agreement with any other unit or units of local government for the performance of any or all functions and activities that a Party to the agreement, its officers or agencies, have authority to perform. Upon approval by CITY Council through the CITY's Ordinance process and upon final signature of both Parties' approving authorities, this Agreement shall be effective the first business day that is 30 days after Portland CITY Council approval. The estimated Effective Date is January 11, 2016. The term of this Agreement shall be from the first business day that is 30 days after Portland CITY Council approval to 11 months after, estimated as January 11, 2016 to November 11, 2016.

Unless otherwise stated in this Agreement, the designees named below shall be the contact for all activities relating to the Work/Services to be performed under this Agreement.

**PSU Project Manager:**

Name: Debi Elliott

Address: PO Box 751(RSP-SRL), Portland OR 97207

Phone: 503-725-5198

Email: [elliottd@pdx.edu](mailto:elliottd@pdx.edu)**CITY Project Manager:**

Name: Jessica Letteney

Address: 1120 SW Fifth Avenue, Room 600

Phone: 503-823-7242

Email: [jessica.letteney@portlandoregon.gov](mailto:jessica.letteney@portlandoregon.gov)**PSU Contract Administration:**

Name: Jennifer Ward, Associate Director

Address: Sponsored Projects Administration

PO Box 751(SPA)

Portland, OR 97207-0751

Phone: 503-725-9900

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

Name: Jessica Letteney

Address: CITY of Portland Water Bureau

1120 SW Fifth Avenue, Room 600

Phone: 503-823-7242

Email: [jessica.letteney@portlandoregon.gov](mailto:jessica.letteney@portlandoregon.gov)**RECITALS**

- A. The purpose of this IGA is for PSU to assist the CITY with surveying City of Portland water customers to gather attitudes and opinions about topics related to CITY's Key Service Levels (KSLs). The goal is to obtain feedback from a random representative sample of customers.
- B. The CITY has a need for PSU to create a Survey to measure customers' attitudes and opinions regarding Key Service Levels.

- C. PSU has an interdisciplinary public service and research unit available and capable of performing the Services required by CITY.
- D. This Agreement (including any exhibits and attachments hereto) constitutes the entire Agreement between the Parties.

**NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

**1. DEFINITIONS**

<b>Acceptance</b>	Deliverables have been configured, inspected, and delivered, and reviews have been performed to demonstrate, to the CITY's satisfaction, that Deliverables conform to the requirements of this Agreement, applicable Documentation, and PSU's representations.
<b>Acceptance Date</b>	The date on which the CITY certifies to PSU in writing that a Deliverable is complete.
<b>Amendment</b>	A written document required to be signed by both Parties when in any way altering this Intergovernmental Agreement, term, or cost provisions of the Agreement or changing, adding to, or substantially altering the Statement of Work.
<b>Analysis Plan</b>	Description of the analyses that PSU will perform on the Survey Response Data.
<b>Business Day</b>	Monday through Friday, 8 a.m. until 5 p.m., unless stated otherwise in this Agreement.
<b>Calendar Day</b>	Day of 24 hours unless stated otherwise in this Agreement.
<b>CITY Confidential Information</b>	Any information, in any form or media, including verbal discussions, whether or not marked or identified by the CITY, which is reasonably described by one or more of the following categories of information: (1) financial, statistical, personnel, human resources data or Personally Identifiable Information as described in the Oregon Consumer Identity Theft Protection Act of 2007; (2) business plans, negotiations, or strategies; (3) unannounced pending or future products, services, designs, projects or internal public relations information; (4) trade secrets, as such term is defined by ORS 192.501(2) and the Uniform Trade Secrets Act ORS 646.461 to 646.475; (5) Exempt per ORS 192.501 and/or ORS 192.502 (6) attorney/client privileged communications, (7) exempt per federal laws (including but not limited to Copyright, HIPPA) and (8) information relating to or embodied by designs, plans, configurations, specifications, programs, or systems developed for the benefit of the CITY including without limitation, data and information systems, any software code and related materials licensed or provided to the CITY by third parties; processes; applications; codes, modifications and enhancements thereto; and (9) CITY Water Customer Data and drafts of Deliverables produced with such data for the CITY.
<b>Confidential Information</b>	Any information that is disclosed in written, graphic, verbal, or machine-recognizable form, and is marked, designated, labeled or

identified at the time of disclosure as being confidential or its equivalent; or if the information is in verbal form, it is identified as Confidential or proprietary at the time of disclosure and is confirmed in writing within thirty (30) days of the disclosure. Confidential Information does not include any information that: is or becomes publicly known through no wrongful or negligent act of the receiving Party; is already known to the receiving Party without restriction when it is disclosed; is, or subsequently becomes, rightfully and without breach of this Agreement or any other agreement between the Parties or of any applicable protective or similar order, in the receiving Party's possession without any obligation restricting disclosure; is independently developed by the receiving Party without breach of this Agreement; or is explicitly approved for release by written authorization of the disclosing Party. All usage of the term "Confidential Information" in this Agreement shall be deemed to include the qualifications set forth in the attached Non-Disclosure Agreement, Exhibit A.

<b>CITY Water Customer Data</b>	Excel or comma-separated values file of fields from the CITY water customer data source. Fields include, but are not limited to, customer first name, customer last name, location relationship, location address, location number, location class, number of units, account mailing address, account number. Final definition of fields will be determined as part of developing the Sampling Plan.
<b>Deliverables</b>	The final versions of Work Products and the Services necessary to deliver final Work Products provided by PSU to the CITY. Deliverables are further defined in Exhibit B, Statement of Work.
<b>Distribution Report</b>	Report on the number of responses by each Water Customer Type as defined in the Sampling Plan.
<b>Final Report</b>	Written report, based on the Analysis Plan, that describes Survey Results in narrative text and graphics. Includes an Executive Summary that describes summarizes and provides highlights of Final Report.
<b>Key Service Levels</b>	Measures used by the Portland Water Bureau to gauge its performance in strategic areas.
<b>Material Breach</b>	Any breach of this Agreement that (a) causes or may cause substantial harm to the non-breaching Party; or (b) substantially deprives the non-breaching Party of the benefit it reasonably expected under this Agreement.
<b>Project</b>	The overall collection of Services required for generating the Deliverables including, but not limited to, consultation and setup, Survey recruitment, analysis of Survey Response Data, writing the Final Report, and delivering the final Presentation of Survey Results, any of which PSU may be providing in whole or in part.
<b>Presentation of Survey Results</b>	A PowerPoint presentation summarizing the Final Report.



<b>Recruitment Materials</b>	Letters, cards, and other text asking selected customers to participate in the Survey.
<b>Research Questions</b>	Questions that reflect the research goals of the CITY.
<b>Sampling Plan</b>	Description of the methods necessary to randomly select a representative subset customers from the CITY Water Customer Data.
<b>Services</b>	Both ordinary and professional services as required to be performed by PSU under this Agreement for the CITY. Services include, but are not limited to, needs assessment, consulting, formatting, sampling, programming, coordination, tracking, analysis, and writing.
<b>Statement of Work</b>	The written detailed specifications of the Deliverables to be delivered to the CITY by PSU subject to the terms and conditions of the Agreement.
<b>Survey Administration</b>	Hosting the Survey Instrument on a web server, tracking response rates, providing feedback to the CITY on the number of responses, advising the CITY on the need to send paper Survey Instruments and reminder notices.
<b>Survey Instrument or Survey</b>	The survey questionnaire.
<b>Survey Participants</b>	Water customers who complete the Survey Instrument.
<b>Survey Response Data</b>	Records of Survey Participants' responses to the Survey Instrument, stored in electronic form.
<b>Survey Response Data Analysis</b>	The analysis of Survey Participants' response data guided by the Sampling Plan.
<b>Survey Results</b>	The findings from the Survey Response Data Analysis in written or graphical form.
<b>Water Customer Type</b>	Classification based on the Location Class field designating residential single-family (RESSF) and residential multi-family (RESMF) types of water services.
<b>Work Products</b>	Limited to the Deliverables 1 through 8 as defined in Exhibit B-Statement of Work: Sampling Plan, Survey Instrument, Analysis Plan, Recruitment Materials, Survey Response Data Analysis, Final Report, Survey Response Data, Presentation of Survey Results.

## 2. GENERAL PROVISIONS

- A. Order of Precedence: In the event there is a conflict between the terms and conditions of one portion of this Agreement with another portion of this Agreement, the conflict will be resolved by designating which portion of the Agreement documents takes precedence over the other for purposes of interpretation, except where a clear statement of precedence other than that set forth in this section is included in the document. In this Agreement the order of precedence shall be



1. Exhibit A, Nondisclosure Agreement
  2. This Intergovernmental Agreement No. 30004757
  3. Exhibit B, Statement of Work
  4. Exhibit B-1, Budget Detail
- B. Oregon Venue/Choice of Law: This Agreement shall be construed according to the laws of the State of Oregon without reference to its conflict of laws provisions. Any litigation between the CITY and PSU arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Multnomah County Circuit Court, and if in the federal courts, in the United States District Court for the District of Oregon.
- C. Compliance with Applicable Law: PSU shall comply with all applicable federal, state, and local laws and regulations. PSU agrees it is currently in compliance with all tax laws. PSU shall comply with Title VI of the Civil Rights Act of 1964 and its corresponding regulations as further described at: <http://www.portlandoregon.gov/bibs/article/446806>.
- D. Amendment of the Agreement: No provision of this Agreement may be amended or modified unless such Amendment or modification is approved as to form by the CITY Attorney and executed in writing by authorized representatives of the Parties. All changes that would permanently change any provisions of this Agreement shall be memorialized in the form of an Amendment. If the requirements for Amendment or modification of this Agreement as described in this section are not satisfied in full, then such Amendments or modifications automatically will be deemed null, void, invalid, non-binding, and of no legal force or effect.
- E. Delivery Schedule: PSU shall use best efforts to deliver Deliverable(s) and/or Services(s) on time, in accordance with the scheduled delivery date as set forth in this Agreement. If PSU delivers Deliverable more than 120 days later than the scheduled delivery date as listed in this Agreement or an individual Change Order, the CITY may cancel the Change Order without penalty.
- F. Ownership of Property: All Work Products produced by PSU under this Agreement are the exclusive property of the CITY. Work Products include the Deliverables 1-8 as defined in Exhibit B – Statement of Work. PSU and the CITY intend that such Work Product shall be deemed "work made for hire" of which the CITY shall be deemed the author. If for any reason a Work Product is deemed not to be a "work made for hire," PSU hereby irrevocably assigns and transfers to the CITY all right, title and interest in such Work Product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrines. PSU shall obtain such interests and execute all documents necessary to fully vest such rights in the CITY. PSU waives all rights relating to Work Product or any other rights of authorship, identification or approval, restriction or limitation on use or subsequent modifications.
- The CITY grants to PSU a limited license to use the Work Product for PSU's own academic purposes, including but not limited to research, reports, publications and classroom teaching. PSU's license is limited by the following:
- i. PSU agrees not to release any reports using the Work Products until the City has had an opportunity to present the Survey Results to the Portland City Council.
  - ii. PSU agrees to use the Survey Response Data in the aggregate, and not produce documentation that would identify any individual or compromise the individual's privacy.

- iii. PSU agrees not to sell the Survey Response Data without the express written permission of the City, which shall not be unreasonably withheld.
- G. Return of Parties' Property: When the Agreement is terminated or expires, each Party shall return to the other all papers, materials, and properties of the other Party then in its possession. The CITY will retain one (1) copy of the Deliverables for the express purposes of public records and archiving per state law and Portland City Code.
- H. Records Retention: PSU shall maintain current financial records in accordance with professional accounting standards. PSU agrees to maintain and retain supporting financial and Agreement-related documents during the term of the Agreement and for a period of three (3) years after the date of submission of the final billing or until the resolution of all audit questions or claims, whichever is longer. All financial records, supporting documents, statistical records and all other records pertinent to this Agreement shall be retained by PSU for a minimum of three (3) years. The CITY shall retain the Survey Instrument and Survey Response Data until the Final Report of Survey Results is created or for three years, whichever is sooner. The CITY shall retain the Final Report of Survey Results permanently, per ORS 192.005(5).
- I. CITY Audits: The CITY, either directly or through a designated representative, may conduct financial and performance audits of the billings and services during the records retention period listed above. CITY audits shall be conducted in accordance with generally accepted auditing standards. PSU shall provide the CITY's internal auditor or external auditor, and their designees with a copy of all reports, including any management letters issued as a result of the specified audits.
- J. Access to Records: The CITY internal auditor or CITY external auditor, and their designees, shall be given the right, and the necessary access, to review the work papers of PSU audits if the CITY deems it necessary. Copies of applicable records shall be made available upon request. Both Parties and their duly authorized representatives shall have access to the books, documents, and records which are directly pertinent to this specific Agreement for the purpose of making audit, examination, excerpts and transcript.

### 3. INDEPENDENT CONTRACTORS

It is understood and agreed by the Parties that PSU is an independent contractor with respect to the CITY and that this Agreement is not intended and shall not be construed to create an employer/employee relationship or a joint venture relationship between PSU and the CITY. PSU shall be free from the direction and control of the CITY in the performance of PSU's obligations under this Agreement, except that the CITY may indicate Deliverables and criteria for satisfaction of PSU's obligations under this Agreement.

### 4. SUMMARY OF WORK AND BUDGET

- A. PSU agrees to assist the CITY with surveying customers to gather customer opinions and attitudes about topics related to CITY's KSLs. PSU agrees to provide five core Deliverables: a Survey Instrument, Sampling Plan, Analysis Plan, Recruitment Materials, and the Final Report of Survey Results, and to provide related Services, including hosting and administration of the Survey, recruitment, analysis of the Survey Response Data, providing updates and reports on progress to the CITY for the term of this Agreement, and provide ad-hoc survey consultation and advice, if needed.

- B. Professional Standard of Care: PSU shall perform all Services under this Agreement with care, skill and diligence, in accordance with the applicable professional standards currently recognized by similar professionals in this community in similar circumstances, and shall be responsible for the professional quality, technical accuracy, completeness, coordination and timeliness of all Services furnished under this Agreement.
- C. The CITY has authorized a total not to exceed amount of **\$28,635** to fund the Services required under this Agreement. Funding is currently budgeted in the Fiscal Year (FY) 2015-16. The CITY's Fiscal Year is defined as July 1 through June 30 of each year. The CITY will request funding for FY 2016-17 for the work performed during the final months of the Agreement.
- D. A detailed Statement of Work, including Deliverables and budget are set forth and attached to this Agreement as **Exhibit B, Statement of Work** and **Exhibit B-1, Budget Detail**. In carrying out the terms of this Agreement, it may be necessary for the Parties to provide proprietary information to one another. In such event, the disclosure and use of all proprietary information shall be in accordance with the attached **Exhibit A, "Non-Disclosure Agreement."**

#### 5. TERM

Work shall commence upon CITY's approval, via CITY Ordinance and upon the Agreement being signed by both Parties' approving authorities. The term of this Agreement shall be from from the first business day that is 30 days after Portland CITY Council approval to 11 months after, estimated as January 11, 2016 to November 11, 2016. This Agreement is subject to renewal only by a written Amendment to the Agreement mutually agreed upon by Parties and per the requirements of CITY Council, which are subject to change.

#### 6. BILLING PROCEDURES AND COMPENSATION

- A. The CITY shall compensate PSU for the actual cost of the Project in an amount not to exceed \$28,635, in accordance with the budget specified in the attached **Exhibit B-1, Budget Detail**.
- B. 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 of its intent to terminate this Agreement. The CITY's contribution of funding for the term of the Agreement is contingent upon receipt of approval by CITY Council and upon continuation of funding.
- C. Nothing in this Agreement requires the CITY to pay for work that does not meet the Standard of Care or other requirements of this Agreement.

PSU shall promptly perform such additional Services as may be necessary to correct errors in the Services as described in Exhibit B, Statement of Work, as required by this Agreement without undue delays and without additional cost. PSU shall bear all costs associated with requested corrections. Typographical and/or clerical errors shall be corrected and returned to the CITY Project Manager within 2 Business Days. PSU shall present written corrective actions taken within 15 Calendar Days of any other non-clerical error.



- D. The CITY's policy is to pay its invoices via electronic funds transfers through the automated clearing house (ACH) network. To initiate payment of invoices, PSU is required and shall execute the CITY's standard ACH Vendor Payment Authorization Agreement. This is available on the CITY's website at:

<https://www.portlandoregon.gov/brfs/index.cfm?&a=409834&.=>

Upon verification of the data provided, the Payment Authorization Agreement shall authorize the CITY to deposit payment for Services rendered directly into PSU accounts with financial institutions. All payments shall be in United States currency. 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 monthly payment until the dispute is resolved.

- E. By the 30<sup>th</sup> of the month following the end of the calendar quarter after the effective date, PSU shall submit via email to the CITY an invoice for work performed during the previous quarter. The final invoice is due within 60 days after the expiration of the performance period. Each invoice shall include the following:
- i. The CITY's Agreement Number.
  - ii. Period of performance for the work completed in the previous quarter.
  - iii. CITY's Project Manager's Name.
  - iv. Expenses incurred per task(s).
  - v. Final total cost of expenses per each invoice.
  - vi. Cumulative amount billed to date
  - vii. Itemized costs, including hourly rates.
- F. Invoices must **only** be submitted to the Portland Water Bureau Finance Office electronically. Email address is as follows: [wbaps@portlandoregon.gov](mailto:wbaps@portlandoregon.gov)
- G. The CITY shall pay PSU based on these invoices for acceptable work performed and approved by the CITY's Project Manager.
- H. The CITY shall pay all amounts to which no dispute exists within 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.
- I. 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.

## 7. REPORTING REQUIREMENTS

- A. PSU shall provide formal reports on the progress of the Deliverables as required in the **Statement of Work, Exhibit B** on a quarterly basis.
- B. Both Parties' Project Managers, identified further in this Agreement, shall confer weekly to review project management, staffing needs, and performance to identify desired changes if necessary. Meeting minutes will be maintained for record by both Parties.

- C. The assignment as Project Manager is for the full term of the Agreement. Should either Party require to replace its assigned Project Manager during the term of the Agreement, the requesting Party shall notify the other Party's Project Manager in writing, and if required, they shall meet to discuss and agree on any necessary adjustment to provide adequate time to make such change. Any changes to the assigned Project Manager requires a written Amendment to the Agreement and must be signed by both Parties' delegated authorities.

## 8. DELEGATION OF AUTHORITY

- A. PSU has delegated Jennifer Ward, Associate Director, Sponsored Projects Administration as PSU's approving authority. This delegation includes signature authority for this Agreement and Amendments for the Agreement and authority to give notices and to carry out other actions referred to herein, including termination of the Agreement as provided in under Section 9, Termination.
- B. The CITY Ordinance authorizing this Agreement, delegates the CITY's Water Bureau Administrator as the approving authority for the CITY. This delegation includes authority to sign the Agreement once CITY Council has approved the legislation authorizing this Agreement. Amendments increasing the total compensation of the Agreement may be agreed to and executed by the CITY's Water Bureau Administrator up to twenty-five percent of the original total Agreement amount and must also include the endorsement of the CITY's Budget Officer and approval by the CITY Attorney and follow with a formal Amendment to the Agreement. The CITY's Water Bureau Administrator has the authority to give notices and to carry out other actions referred to herein, including termination of the Agreement as provided in this Agreement under Section 9, Termination and per Portland CITY Code.

## 9. TERMINATION

Either party may terminate this Agreement by giving the other party at least thirty (30) days prior written notice of such termination. In the case of such termination, PSU will proceed in an orderly fashion to terminate any outstanding commitments and to stop work as soon as practicable to do so. Should the Agreement be terminated prior to the completion of the Initial Term of the Contract, CITY shall reimburse PSU for all reasonable costs incurred for the Project through the date of termination. Such costs shall include all non-cancelable commitments that exist at the time the notice of termination is received. The CITY shall negotiate in good faith with PSU to resolve the disposition of the Deliverables, including any partial work performed.

## 10. 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, sexual orientation, 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, sexual orientation, or national origin. Such action shall include but not be limited to, the following: employment, upgrading, demotion, or transfer; employment recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

**11. INDEMNIFICATION**

Subject to the conditions and limitations of the Oregon Constitution, Article XI, Section 7, and Oregon Tort Claims Act, ORS 30.260 through 30.300, PSU shall indemnify, defend and hold harmless CITY from and against all liability, loss and costs arising out of or resulting from PSU's and its officers, employees' and agents' negligence or intentionally wrongful acts in the performance of this Agreement.

Subject to the conditions and limitations of the Oregon Constitution, Article XI, Section 9, and the 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 CITY's and its officers' employees' and agents' negligence or intentionally wrongful acts in the performance of this Agreement.

**12. INSURANCE**

PSU is insured with respect to tort liability through the Public Universities Risk Management and Insurance Trust (PURMIT), and subject to the Oregon Tort Claims Act (ORS 30.260-30.300). 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' Compensation law in compliance with ORS 656.017, and shall maintain workers' compensation insurance through the duration of this Agreement.

**13. SUBCONTRACTING AND ASSIGNMENT**

PSU shall not subcontract or assign its work under this Agreement without the written consent of the CITY.

**14. DISPUTES**

The signatories to this Agreement shall expend their best efforts to amicably resolve any dispute that may arise under this Agreement. Any dispute that the signatories are unable to resolve shall be submitted to the Director of PSU, or his/her designee, and the CITY of Portland Water Bureau Administrator, or his/her designee, for resolution.

**15. 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 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.

**16. 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. All provisions



concerning the limitation of liability, indemnity and conflicts of interest shall survive the termination of this Agreement for any cause.

**17. 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 190, and (vi) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

**18. 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.

**19. 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.

**25. 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 Agreement 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 Agreement or the proceeds thereof. No CITY Officer or employees who participated in the award of this Agreement shall be employed by PSU during this Agreement.

**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 PSU 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 CITY 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 PSU 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's 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.

#### **27. COUNTERPARTS**

This Agreement may be signed in two (2) or more counterparts, each of which shall be deemed an original, and which, when taken together, shall constitute one and the same Agreement.

#### **28. 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.

**SIGNATURE PAGE**

This Agreement, together with all exhibits, attachments and those documents which by their reference have been incorporated herein, constitutes the entire Agreement between the CITY and PSU and supersedes all proposals, oral and written agreements, between the Parties on this subject.

The Parties agree the City and PSU may conduct this transaction, including any amendments, by electronic means, including the use of electronic signatures.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed.

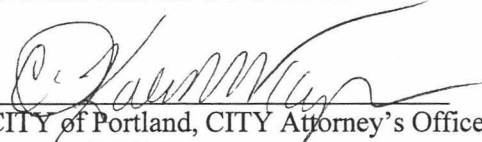
Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**CITY OF PORTLAND**

\_\_\_\_\_  
Michael Stuhr, P.E.  
Portland Water Bureau Administrator

\_\_\_\_\_  
Date

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
CITY of Portland, CITY Attorney's Office  
Deputy CITY Attorney

  
\_\_\_\_\_  
Date

**PORTLAND STATE UNIVERSITY**

  
\_\_\_\_\_  
(PSU's Signature, Designated Authority)

Jennifer Ward, Associate Director  
Sponsored Projects Administration

  
\_\_\_\_\_  
Date



## Exhibit A - NON-DISCLOSURE AGREEMENT

### RECITALS

- A. The Parties have entered into the attached Intergovernmental Agreement ("IGA") 30004757.
- B. In furtherance of the Survey work to be done under IGA 30004757, the CITY will need to disclose certain Water Bureau customer and other information to PSU that the CITY considers to be Confidential, proprietary, and/or a trade secret.
- C. In order to protect the Confidentiality of such CITY and Water Bureau customer information, the Parties agree as follows:

### AGREEMENT

1. **Recitals.** The Recitals set forth above are hereby incorporated into this Amendment as though set forth in full herein.
2. **Definition of Confidential Information.** The term "Confidential Information" is defined in the IGA and includes, but is not limited to, and all tangible or intangible information that is or has been received by PSU from the CITY that is:
  - (a) Marked "Confidential" or "Proprietary" by the CITY or bears a mark of similar import; or
  - (b) Orally disclosed information or information in an intangible form that (i) is contemporaneously identified as Confidential Information by the CITY and a written statement describing such oral information or information in intangible form and identifying it as Confidential Information is delivered to PSU within thirty (30) days after disclosure; or (ii) from all relevant circumstances, a reasonable person would understand that such information is confidential and proprietary to the CITY; or
  - (c) Information of the CITY that is not generally known to the public or others who can obtain economic value from its disclosure, misappropriation or use; or
  - (d) Information that would be exempt from disclosure under Oregon's Public Records laws.
3. **Maintenance of Confidentiality.** PSU shall treat as confidential any CITY Confidential Information that has been made known or available to PSU or that PSU has received, learned, heard or observed; or to which PSU has had access. PSU shall use CITY Confidential Information exclusively for the CITY's benefit and in furtherance of the Products and/or Services provided by PSU in Exhibit B-Statement of Work under this IGA 30004757. Except as may be expressly authorized in writing by the CITY, in no event shall PSU publish, use, discuss or cause or permit to be disclosed to any other person such CITY Confidential Information. PSU shall (1) limit disclosure of the CITY Confidential Information to those directors, officers, employees and agents of PSU who need to know the CITY Confidential Information in connection with the CITY Project, (2) exercise reasonable care with respect to the CITY Confidential Information, at least to the same degree of care as PSU employs with respect to protecting its own proprietary and confidential information, and (3) return immediately to the CITY, upon its request, all materials containing CITY Confidential Information, in whatever form, that are in PSU's possession or custody or under its control. PSU is expressly restricted from and shall not use Confidential intellectual property of the CITY without the CITY's prior written consent.

4. **Excluded Information.** Confidential Information shall not include information that:
- (a) Is information about either Party or its products that was in the possession of the other Party prior to its receipt without an obligation to maintain its confidentiality;
  - (b) Is or becomes generally known to the public without violation of this NDA;
  - (c) Is obtained from a third party without an obligation to maintain its confidentiality;
  - (d) Is independently developed by the Party without use of the other Party's information;
  - (e) Is disclosed by a Party with the prior written consent of the other Party; or
  - (f) Is disclosed pursuant to the requirement or request of an individual, governmental agency or court of competent jurisdiction to the extent such disclosure is required by a valid law, regulation or court order and sufficient notice is given by one Party to the other Party of any such requirement or request in order to permit the Party to seek an appropriate protective order or exemption from such requirement, request or order.
5. **Data Security Requirements:** PSU shall comply with all CITY information confidentiality and data security rules, regulations, standards, practices, and procedures, as described in this Non-Disclosure Agreement, with respect to transfer, communication or dissemination of CITY Confidential Information on any media (including, but not limited to, email, paper, tape, computer memory, disk, CD, portable disk, thumbscrew, and flash drives).
6. **Use and Protection of Confidential Information.** PSU AGREES THEY SHALL ONLY USE CITY CONFIDENTIAL INFORMATION FOR THE PURPOSES OF: Creating a sample for survey recruitment and analyzing results for the Portland Water Bureau's customer Survey. Further, PSU agrees to protect and treat as Confidential any information that constitutes Confidential Information of the CITY. When PSU receives the CITY's Confidential Information, it shall restrict the disclosure, dissemination and availability of such Confidential Information to its directors, officers, employees and advisors with a demonstrable need to know such Confidential Information (the "Permitted Personnel"). PSU shall not:
- (a) Use any Confidential Information received by it in any way detrimental to the CITY;
  - (b) Disclose or make available to any third party, including but not limited to consultants and other agents of PSU, any Confidential Information received by it without prior written consent of the CITY;
  - (c) Reproduce or copy the Confidential Information without the prior written consent of the CITY;
  - (d) Use any Confidential Information received by it to develop a Survey for sale;
  - (e) Use any Confidential Information received by it to develop another Survey based on the Confidential Information; or
  - (f) Otherwise use the Confidential Information received by it for its own benefit or the benefit of another.

Each Party shall instruct their Permitted Personnel with regard to the restrictions on use of Confidential Information as well as this NDA generally.



6. **Rights to Confidential Information, No License.** All Confidential Information received by PSU shall remain the sole and exclusive property of the CITY. The Parties recognize and agree that nothing contained in this NDA shall be construed as granting to the other any rights, by license or otherwise, to any of the CITY's Confidential Information.
  
8. **Removal.** PSU agrees not to remove (physically or electronically) any of the CITY's Confidential Information from the CITY's premises without the CITY's prior written approval. The premises of the CITY shall include any location where the CITY regularly conducts business. PSU also agrees to comply with any and all terms and conditions the CITY may impose upon PSU in connection with such approved removal.
  
9. **Return.** Upon the CITY's request, PSU shall promptly return all of the CITY's Confidential Information along with all copies thereof. It is also agreed that all information of the CITY that may not constitute Confidential Information shall be the exclusive property of the CITY. Upon the CITY's request, PSU shall promptly return all such information along with all copies thereof. PSU may retain one copy of any information that is required under Oregon Public Records and state archiving laws. At no time shall PSU possess such information longer than required by law.
  
10. **Copies.** PSU agrees not to reproduce or make copies of any Confidential Information without the written consent of the CITY and that any such copies made shall be returned to the CITY as specified in paragraph 9 above.
  
11. **Agreement Supplements Other Rights and Remedies.** Notwithstanding any term or provision hereunder to the contrary, this NDA is supplementary to any and all rights and remedies the Parties' have or may have in the future under applicable local, state, and federal law. No provision or term of this NDA shall be deemed to supplant or be deemed a waiver of the Parties' rights and remedies under applicable local, state, and federal law.
  
12. **Remedies for Breach.**
  - A. PSU acknowledges that any publication or disclosure of CITY Personal and Confidential Information to others may cause immediate and irreparable harm to the CITY. The CITY believes that money damages would likely be inadequate to remedy any breach of this NDA. As a result, the Parties agree that the CITY may seek, and a court of competent jurisdiction may grant, specific performance and injunctive or other equitable relief as a remedy for any breach of this NDA. Such remedy shall be in addition to all other remedies, including money damages, at law or in equity.
  - B. PSU agrees to instruct all such employees and Permitted Personnel on these obligations with respect to use, copying, protection, and confidentiality of the Confidential Information. If PSU should publish or disclose such CITY Personal and Confidential Information, the CITY may be entitled to seek temporary or permanent injunctive relief or any other remedies to which it is entitled under law or equity. Subject to the limitations of the Oregon Tort Claims Act (ORS 30.260 through 30.300), PSU shall indemnify, defend, and hold harmless the CITY from all damages, costs, liabilities and expenses caused by or arising from PSU's failure to protect CITY Personal and Confidential Information. Violation of information confidentiality shall be



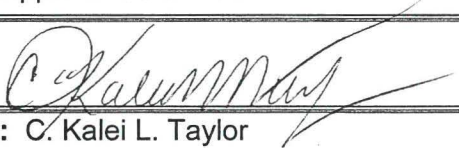

considered a breach of this NDA. PSU's obligations under this paragraph will survive the termination of this NDA.

13. **Amendment and Waiver.** No amendment to this NDA shall be valid and binding unless such amendment is agreed to in writing and signed by an authorized officer of each of the Parties. No waiver by either Party of any breach by the other Party of any condition or provision contained in this NDA to be performed by such other Party shall be deemed a waiver of a similar or dissimilar condition or provision at the same or any prior or subsequent time. Any waiver must be in writing and signed by the Party to be charged with the waiver. No delay by either Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof.
14. **Severability.** In the event that any provision or portion of this NDA shall be determined to be invalid or unenforceable for any reason, in whole or in part, the remaining provisions of this NDA shall be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by law.
15. **Successors and Assigns.** This NDA shall be binding upon the Parties hereto and their respective successors and assigns and shall not be construed to confer any right, interest or benefit in favor of any other person or entity. Notwithstanding the foregoing, neither Party shall be entitled to neither assign nor transfer all or any of its rights, benefits and/or obligations under this NDA without the prior written consent of the other Party.
16. **Counterparts.** This NDA may be executed in counterparts, each of which when so executed and delivered shall be an original, but all such counterparts together shall constitute one and the same instrument.
17. **Public Records Laws.**
  - A. The CITY recognizes that PSU is a public entity subject to the Oregon Public Records Law, ORS 192.410 *et seq.* and the Oregon Public Meeting Law, ORS 192.610 *et seq.* PSU's commitments to maintain certain information Confidential under this NDA are all subject to the constraints of those laws. Within the limits and discretion allowed by those laws, PSU will maintain the confidentiality of CITY Confidential Information.
  - B. In the event that any Party is requested or required, by subpoena, oral deposition, interrogatories, request for production of documents, administrative order or otherwise to disclose any Confidential information, the Party so requested or required shall provide the other with prompt notice of such request(s) so that it may seek, at its own expense, an appropriate protective order or waiver of compliance with the terms of this NDA. If, in the absence of a protective order or waiver, any Party is compelled, in the opinion of its legal counsel, to disclose any Confidential Information, the Party may make such disclosure after notice to the other.
  - C. The Parties understand that third persons may claim that CITY Confidential Information possessed by PSU is by virtue of that possession a public record and subject to disclosure pursuant to Oregon law. The Parties agree that if such claim is made, PSU shall immediately notify the CITY of the claim. CITY may, at its own cost, defend such claim and the PSU agrees to reasonably cooperate with the CITY in such defense. PSU agrees not to disclose any such

proprietary or CITY Confidential information in response to any such claim until either a) CITY fails to contest the release in advance of PSU's statutory deadline to release the information or b) a final unappealable order from a court or agency having authority to issue such order shall have been issued. Any such disclosure shall be the minimum necessary to comply with a) the requested information and b) the requirements of the final order.

20. **Survival.** All obligations relating to Confidentiality; indemnification; publicity; representations and warranties; proprietary rights; limitation of liability; shall survive the termination or expiration of this NDA or the IGA and shall, to the extent applicable, remain binding and in full force and effect for the purposes of the ongoing business relationship by and between PSU and the CITY. Nothing in this NDA shall alter, modify, or supersede the content and survival of such provisions, except as otherwise expressly agreed to in writing by the Parties and with the prior approval of the CITY Attorney's Office.
21. **Entire Agreement.** This NDA and IGA 30004757 contain the entire understanding and Agreement between the Parties concerning the subject matter hereof and supersedes any prior agreements, whether written or oral, between the Parties concerning the subject matter hereof.

IN WITNESS WHEREOF, the Parties have executed this NDA as of the Effective Date.

<b>The CITY: City of Portland Water Bureau</b>	<b>PSU: Portland State University Survey Research Lab</b>
<b>By:</b>	<b>By:</b>
<b>Name:</b> Michael Stuhr, P.E.	<b>Name:</b> Debi Elliott
<b>Title:</b> Administrator	<b>Title:</b> PSU Project Manager
<b>Date:</b>	<b>Date:</b>
Legal Approval as to Form	
<b>By:</b> 	<b>By:</b> 
<b>Name:</b> C. Kalei L. Taylor	<b>Name:</b> Jennifer Ward
<b>Title:</b> Deputy City Attorney	<b>Title:</b> Associate Director, Sponsored Projects Administration
<b>Date:</b> 11/3/2015	<b>Date:</b> 10/21/15

## **Exhibit B – Statement of Work**

### **Survey of Customers on Selected Key Service Levels**

The City of Portland Water Bureau (CITY) is entering into an Intergovernmental Agreement (IGA) with Portland State University (PSU) for PSU to provide design, administration, and analysis of a survey of Water Bureau customers' opinions and attitudes about selected bureau Key Service Levels (KSLs). The CITY requires that responses are collected primarily through a web-based survey, programmed in English and Spanish. Paper surveys will also be offered in English, Russian, Spanish, Chinese, and Vietnamese. The goal is to obtain feedback from a random representative sample of single-family and multi-family residential customers to help the bureau gain a better understanding of customer opinions and attitudes.

### **Deliverables**

All Deliverables are subject to the terms in Exhibit A, the Nondisclosure Agreement.

1. Sampling Plan
2. Survey Instrument
3. Analysis Plan
4. Recruitment Materials
5. Survey Response Data Analysis
6. Final Report
7. Survey Response Data
8. Presentation of Survey Results

### **Tasks to be Completed by PSU**

#### **I. CONSULTATION AND SETUP**

##### **A. Create the Survey Instrument**

1. Review selected CITY and water utility written and verbal information on the KSLs as preparation for developing the Survey Instrument.
2. Create a Survey Instrument to measure customers' attitudes and opinions based on the following Research Questions:
  - a. What values do customers consider most important when they are thinking about their drinking water?
  - b. What do customers think is an acceptable hold time for calling Customer Service with questions about water, sewer, stormwater services?
  - c. What have been customers' contacts and experiences with Water Bureau employees?
  - d. What do customers think is a manageable amount of time to be temporarily out of water, provided they are given advance notice?
  - e. How much advance notice do customers feel is appropriate for a temporary water outage?
  - f. What is the preferred way that customers would like to receive advanced notice for a temporary water outage?
  - g. What is a manageable length of time for customers to be out of water during an unplanned outage?



- h. What would customers be willing to pay (in addition to their regular water, sewer, and stormwater bill) for the benefits of having smart metering technology?
  - i. What would customers want the Water Bureau to invest in, if additional investments were possible?
  - j. What else do customers want to tell the Water Bureau?
3. The CITY's goal is that Survey Participants be able to complete the Survey Instrument in about 10-15 minutes.
  4. Provide questions to gather demographic data about Survey Participants. Demographic data fields to gather will be based on recommendations from the CITY.
  5. Coordinate with the CITY when the CITY translates final Survey Instrument and Recruitment Materials into Spanish, Russian, Chinese, and Vietnamese.
  6. The Survey Instrument will require three rounds of review from the CITY: at the (1) draft paper survey, (2) final paper survey, and (3) online survey stages. The CITY's Project Manager shall determine the point at which each of these versions is ready for CITY stakeholder review.
  7. The final Survey Instrument shall be determined to be complete by the CITY's Project Manager.

#### **B. Create the Sampling Plan**

1. Create a Sampling Plan designed to obtain a random representative sample of the CITY's residential single-family and multi-family water customer populations. PSU's Sampling Plan must include specific measures to contact residents of multi-family housing.

#### **C. Create the Analysis Plan**

1. Create an Analysis Plan based on the CITY's Research Questions, goals, and current issues.
2. The Analysis Plan will become the framework for PSU's Data Analysis and report of Survey Results.

### **II. MAIL RECRUITMENT FOR WEB SURVEY**

#### **A. Create Recruitment Materials**

1. Draft and format Recruitment Materials for printing.
2. Coordinate with the CITY when the City translates Recruitment Materials into other languages.
3. Track returned mail.

#### **B. Host and Administer the Survey**

1. Host and administer the web-based Survey.
2. Collect Survey Response Data.
3. Track distribution by geographic location (census block, ZIP code, or other location indicator to be determined).

### **III. SURVEY RESPONSE DATA ANALYSIS, FINAL REPORT, AND FINAL PRESENTATION**

#### **A. Analyze Survey Response Data**

1. Prepare Survey Response Data files.
2. Analyze Survey Response Data, based on the agreed-upon Analysis Plan.
3. Evaluate representativeness of Survey Response Data using demographic factors, including type of residence.



**B. Provide a Final Report with Executive Summary of Survey Results**

1. Deliver Final Report with Executive Summary of Survey results, including summary tables and charts.
2. Deliver Final Report in PDF form.
3. Deliver Survey Response Data in Excel or comma-separated-values file.
4. Deliver the Final Report per the schedule provided by the CITY Project Manager.
5. Deliver a Presentation of Survey Results to the CITY.
6. Provide for three rounds of Final Report review from the CITY at the (1) first draft, (2) near-final, and (3) final draft stages.
7. Criteria for final draft: CITY feedback has been incorporated, the written report is complete, all appendixes or attachments are complete.

**IV. REPORT ON PROGRESS**

1. Provide weekly progress check-ins by email, telephone, or meeting. Check-ins may be more frequent during Survey Instrument and report(s) development, as determined by the CITY Project Manager. Quarterly formal progress reports on the progress of the Deliverables are required.

**V. PROVIDE AD-HOC SURVEY CONSULTATION AND ADVICE**

1. PSU shall provide ad-hoc survey consultation at a rate of \$99 per hour, not to exceed \$5,000, which is included in the total project compensation amount as specified in 6. A. of the IGA.

**Tasks to be Completed by the CITY****I. CONSULTATION AND SETUP****A. Survey Instrument Creation**

1. Provide recommendations on demographic data fields to gather through the Survey.
2. Review Survey Instrument, provide feedback, and approve final version.
3. Provide translation of the Survey into Spanish, Russian, Chinese, and Vietnamese.

**B. Sampling Plan Creation**

1. Provide CITY Water Customer Data for mail Survey Recruitment.

**II. MAIL RECRUITMENT FOR WEB SURVEY****A. Recruitment Materials Creation**

1. Translate Recruitment Materials and other text into Spanish, Russian, Chinese, and Vietnamese.
2. Provide printing, postage, handling, and mailing of Surveys and other text.

**III. SURVEY RESPONSE DATA ANALYSIS, FINAL REPORT, AND FINAL PRESENTATION****A. Survey Response Data Analysis**

1. Provide translation of responses from Spanish, Russian, Chinese, and Vietnamese into English.

**B. Results Report Creation**

- 1) Review, provide feedback on, and approve Final Report.
- 2) Review, provide feedback on, and approve Presentation of Survey Results.

## Estimated Durations and Major Milestones for Customer Survey

Major Phases and Tasks	Estimated Durations and Major Milestones <sup>a</sup>
Launch Meeting <sup>b</sup>	DAY 1 1/11/16
<b>I. CONSULTATION AND SETUP</b>	
A. Create the Survey Instrument	DAY 1 – DAY 109  1/11/16–3/18/16
B. Create the Sampling Plan	DAY 1 – DAY 48
C. Create the Analysis Plan	1/11/16–2/17/16
<b>II. MAIL RECRUITMENT FOR WEB SURVEY</b>	
A. Create Recruitment Materials	DAY 48 – DAY 112  2/17/16–4/19/16
B. Host and Administer the Survey	DAY 112 – DAY 154  4/19/16–5/31/16
<b>III. DATA ANALYSIS, FINAL REPORT, AND FINAL PRESENTATION</b>	
A. Analyze Survey Data	DAY 154 – DAY 272
B. Provide a Final Report of Survey Results including Presentation	5/31/16 – 9/26/16

<sup>a</sup>Durations are estimates; milestones may shift during Project development.

<sup>b</sup>Assumes City Council hearing date of December 9, 2015.

## Exhibit B-1 Budget Detail

### QUOTE for Portland Water Bureau Mail-Recruited Web Survey

Contacts: Jessica Letteney (jessica.letteney@portlandoregon.gov, 503-823-7242)  
Portland Water Bureau (PWB), 1120 SW 5th Avenue, Rm 600, Portland OR 97204-1926

Prepared by:

PORTLAND STATE UNIVERSITY SURVEY RESEARCH LAB

1600 SW 4th Avenue, Suite 400, Portland, OR 97201

Debi Elliott, Ph.D., Director (503-725-5198; elliottd@pdx.edu)

Tiffany Conklin, MUS, Senior Research Assistant (503-725-5970; @pdx.edu)

Revised July 29, 2015

### Scope of Work

SRL will work with PWB staff to implement a mail-recruited web survey of Portland area water customers to gather their feedback on services

SRL will provide consultation on the survey instrument and sampling

SRL will work with PWB staff to develop an analysis plan

SRL will program and pretest the web survey in Qualtrics software, in English and Spanish

PWB will provide SRL with an Excel file of customer contact information for two account types: single family residences (SF) and multifamily residences (MF)

Sample calculations are based on an anticipated response rate of 10% and goal of 384 completes

SRL will secure MF unit addresses from the Metro RLIS database, ensure that they are the addresses of the MF sites in the PWB customer file, and merge into the customer file prior to random selection (or work with PWB staff to do the random selection)

To secure at least 384 completed surveys, distributed proportionally across two account types, SRL will randomly select approx 3,572 SF and 2,188 MF records for recruitment

The SRL may purchase matched names for MF unit addresses (potential 90% match rate)

Web survey invitations will be mailed as business size letters, first reminder will be a mailed postcard, and final reminder will be mailed as business size letters to 5,760 households, with successive mailings being slightly reduced due to completed surveys

SRL will draft and work with PWB staff to finalize all printed documents

PWB will work with Portland's Printing and Distribution center to print, stamp and distribute all three mailings, as well as to print any requested surveys in four potential languages

If PWB includes an incentive drawing, PSU will create a web survey entry form and a paper entry form, as well as make the final selection and deliver incentives to customers

Estimated Data Collection Period: 6 weeks in Feb/March 2016

SRL will provide ad-hoc survey consultation and advice as needed throughout the project

SRL will clean the data file and conduct analyses based on the predetermined plan, preparing a final methodology and results report and a

SRL will clean the data file and submit a final data file in Excel

Estimated project period: October 2015-June 2016

187511



**Consultation and Setup:**

Survey, sampling plan, and analysis plan development

Purchase web survey URL

**Web Survey:** Program and finalize in English, residential and commercial

Test in English

Program residential Spanish version

Test in Spanish

Name Matching for MF Addresses by Sampling Company:

Prepare sample files, including random selection of MF units (if PWB does not do it)

Ad-hoc survey consultation and advice as needed

2,188

44 hrs @	\$	99 /hr	\$	4,356.00
			\$	12.00
12 hrs @	\$	99 /hr	\$	1,188.00
6 hrs @	\$	65 /hr	\$	390.00
8 hrs @	\$	99 /hr	\$	792.00
4 hrs @	\$	65 /hr	\$	260.00
2,188 recs @	\$	0.09 /record	\$	196.89
12 hrs @	\$	83 /hr	\$	996.00
40 hrs @	\$	99 /hr	\$	3,960.00
<b>Consultation and Setup Subtotal:</b>				<b>\$ 12,150.89</b>

**Mail Recruitment for Web Survey:**

Draft and format printed web survey recruitment materials in English, format English survey for printed requests

Work with PWB to process printed survey requests in up to five languages

Coordinate printing of approximately 3,572 SF and 2,188 MF invitation letters (Mailing 1, M1), postcards (Mailing 2, M2), and reminder letters (Mailing 3, M3), with M2 and M3 counts slightly reduced based on tracking of completed surveys; all printing and mailing done by PWB

Work with PWB to get recruitment materials translated into Spanish and incorporate Spanish into formatted materials

Track returned mail, create weekly status reports and ongoing communication of progress with PWB

15 hrs @	\$	83 /hr	\$	1,245.00
12 hrs @	\$	83 /hr	\$	996.00
4.5 hrs @	\$	83 /hr	\$	373.50
8 hrs @	\$	83 /hr	\$	664.00
12 hrs @	\$	83 /hr	\$	996.00
<b>Primary Mail Recruitment for Web Survey Subtotal:</b>				<b>\$ 4,274.50</b>

**Data Analysis, Final Report and Final Presentation:**

Data cleaning

Spanish translation of open-ended text responses from web and paper surveys

Preparation of data file for analysis

Data analysis based on analysis plan and final report preparation

Final presentation

9 hrs @	\$	65 /hr	\$	585.00
8 hrs @	\$	83 /hr	\$	664.00
6 hrs @	\$	83 /hr	\$	498.00
40 hrs @	\$	99 /hr	\$	3,960.00
6 hrs @	\$	99 /hr	\$	594.00
<b>Data Cleaning, Data Analysis and Reporting Subtotal:</b>				<b>\$ 6,301.00</b>

**Total Direct Costs: \$ 22,726.39**

Indirect Costs at the Local Rate of 26.0% \$ 5,908.86

**Total Project Costs: \$ 28,635.25**