

EXHIBIT A**INTERGOVERNMENTAL AGREEMENT NO. 30005187****Air Quality Monitoring Project**

This Intergovernmental Agreement ("IGA") is between the City of Portland ("City") and Portland State University ("PSU"); the City and PSU may collectively be referred to herein as the "Parties" and individually as a "Party". This Agreement shall be effective on May 9, 2016 ("effective date"), and shall remain in effect during any period for which PSU has received funds or when obligations are due from PSU. The amount for this Agreement shall not exceed thirty-one thousand and two hundred fifty and no/100 dollars (\$31,250.00).

RECITALS:

1. Residents from Portland neighborhoods have raised serious concerns about urban air toxics to elected officials at the City, County, Oregon State Legislature, and the Department of Environmental Quality, both now and in the past. In particular, residents who live close roadways, construction sites, or freight yards are concerned about their exposure to diesel particulate matter, which negatively impacts the health of the region. Meanwhile, those who live near industrial point sources are also concerned about acute and chronic exposure to hazardous air pollutants that are known or suspected of negatively affecting human health.
2. In February 2016, the Oregon Department of Environmental Quality (DEQ) reported findings of levels of cadmium, arsenic, and chromium above environmental risk thresholds in North and Southeast Portland near two glass manufacturers.
3. DEQ's report in early 2016 was the result of the agency's follow up on an exploratory study by scientists at the U.S. Forest Service to analyze levels of 22 heavy metals and other elements in urban moss, testing whether moss could be useful as a bioindicator to identify sources of metals and other elements and to develop distribution maps of these substances. The U.S. Forest Service study identified sources of heavy metals in Portland.
4. Cadmium, arsenic, chromium and nickel are among the metals and other elements that are hazardous to human health. Health effects from exposure to these metals depend on duration and amount of exposure and can include a variety of problems, including kidney failure and cancer. While state government indicates that it is unlikely that the level of metals detected in the air would cause any immediate health problems, experts are continuing to analyze data to determine potential long-term public health risks.
5. Researchers at Portland State University have proposed a project, entitled "Building Research Capacity for Understanding Sustainable Urban Atmospheres," to sample air, soil, moss, and potentially indoor surfaces and analyze metals dispersion at up to six sites over two years. The project will investigate the relationship between emissions and the metal levels in the air, soil, indoor surfaces, and moss, and test ways to rapidly assess the presence of metals in the environment using X-Ray fluorescence (XRF) analysis.
6. As an institution dedicated to an equitable and sustainable future through academic excellence, urban engagement, and expanding opportunity for all, Portland State University has the resources to complete the metals analysis project.
7. In consultation with state and federal agencies and community groups, researchers will select up to six sites over two years in the Portland metro area for study. The analysis will produce maps of metals dispersion in air, soil, moss, and potential indoor surfaces as well as analyze potential metals sources for the six sites.

NOW THEREFORE, in consideration of the mutual covenants and undertakings contained in this IGA, including the foregoing recitals, the Parties hereby agree as follows:

I. PROJECT DESCRIPTION:

- A. PSU shall conduct an applied research project to comprehensively assess metal dispersion and deposition employing XRF analysis. PSU will also investigate novel approaches for rapid assessment of metals in the environment which work shall include, but not be limited to:

1. Work with state and federal agencies and the community to select up to six sites over two years in the Portland metro area and sample air, soil, moss, and potentially indoor surfaces for metals.
2. Produce maps of metals dispersion in air, soil, moss, and potential indoor surfaces as well as analyze potential metals sources for the six sites.
3. Test techniques for rapidly assessing the environment for toxics, potentially leading to new, cost-effective approaches currently not widely used.

B. PSU will begin the first phase of sampling in June 2016 and develop preliminary reports by December 2016; the second phase of sampling and preliminary reporting would begin in April 2017 and conclude by December 2017. Researchers will develop final reports and presentations by April 30, and the project will conclude July 1, 2018.

II. **SPECIFIC CONDITIONS OF THE AGREEMENT**

A. **TERM:** The term of this IGA will begin May 9, 2016 and continue until July 1, 2018 ("Term"), unless terminated sooner under a provision of this Agreement. The Term of this Agreement may be extended for successive fiscal years by amendment.

B. **AMENDMENTS:** All changes to this IGA including changes to the scope of work and Agreement amount, must be made by written amendment. The City may request changes in the scope of the services or terms and conditions hereunder. Such changes, including any increase or decrease in the amount of Agreement shall be incorporated in written amendments to this IGA before they become effective. PSU understands that City employees have no actual or apparent authority to enter into amendments, except as may be specifically granted by the City Council, or to waive the approval of the City Attorney's Office

C. **PROJECT MANAGER:** The City's Project Manager for this Agreement shall be Katie Shriver; katie.shriver@portlandoregon.gov, (503) 823-3005; PSU's Project Manager for this Agreement shall be Linda George, georgel@pdx.edu, (503) 725-3861.

III. **PAYMENTS:** Payment under this IGA may be used only to provide the services or take the actions identified herein and shall not be used for any other purpose. Payments shall be as follows:

A. The City agrees to pay PSU a single fixed payment of THIRTY-ONE THOUSAND, TWO HUNDRED FIFTY DOLLARS (\$31,250.00) for the services described herein, including a project schedule and final project report.

B. Upon execution of this Agreement and submittal of the project schedule, PSU shall submit an invoice to the City's Project Manager for \$31,250. The invoice shall reference the City's Agreement number. The payment terms shall be net 30 Days after receipt of the invoice. PSU is solely responsible for any errors in estimating the costs necessary to perform the work under this Agreement.

C. The City shall pay all amounts to which no dispute exists within 30 days of receipt of the invoice.

IV. **GENERAL AGREEMENT TERMS:**

A. **TERMINATION:** Either Party may terminate this Agreement by giving thirty (30) days written notice to the other Party. If this Agreement is terminated prior to the end of the Term, PSU shall be entitled to be paid for all legitimate and non-cancelable expenses incurred in performance of the Agreement. In the event of a termination, PSU shall submit to City a final billing in a manner consistent with Section III. A. of the Agreement. The City shall not be liable for indirect or consequential damages.

B. **CONFLICTS OF INTEREST:** No public official, 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 public official who participated in the award of this Agreement shall solicit employment from or be employed by the other Party during the period of the Agreement.

C. **OREGON LAWS AND FORUM:** This Intergovernmental Agreement shall be construed according to the laws of the State of Oregon, without regard to its provisions regarding conflict of laws. Any litigation between the Parties arising under this Agreement or out of work performed under this Agreement shall occur in the Multnomah County court having jurisdiction thereof.

D. **INDEMNIFICATION:** Subject to the conditions and limitations of the Oregon constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, including the limits of liability for public bodies set forth therein, PSU shall defend, save, and hold harmless the City of Portland, its officers, agents, and employees, from all claims, suits, or actions arising out of the negligent acts, errors, or omissions of PSU and its agents or employees in performance of their duties under this Agreement and the City of Portland shall defend, save and hold harmless PSU, its officers, agents and employees, from all claims, suits or actions arising out of the negligent acts, errors or omissions of the City of Portland and its agents and employee in performance of its duties under this agreement. This Section shall survive termination or expiration of this Agreement.

Any duty to defend set forth in this Agreement shall be conditioned upon the indemnified Party giving the indemnifying Party prompt notice of the Claim and all reasonable and necessary cooperation and assistance. Neither Party, nor any attorney engaged by that Party, shall defend a claim in the name of the other Party without their prior written consent, nor purport to act as legal representative of the other Party, without first receiving, in a form and manner determined appropriate by the other Party, authority to act as legal counsel, nor shall the either Party settle any claim on behalf of the other Party without their advanced written approval.

E. **SEVERABILITY:** If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.

F. **INTEGRATION:** This Agreement 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 Agreement that are not contained herein.

G. **THIRD PARTY BENEFICIARIES:** There are no third party beneficiaries to this Agreement. The Agreement may only be enforced by the Parties.

H. **ELECTRONIC MEANS, COUNTERPARTS:** The Parties agree that they may conduct this transaction, including any contract amendments, by electronic means, including the use of electronic signatures. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and such counterparts shall constitute one and the same instrument.

I. **NOTICE::** Any notice or communication under this Agreement by either Party to the other shall be deemed given and delivered (a) forty-eight (48) hours after being dispatched by registered or certified U.S. mail, postage prepaid, return receipt requested, (b) when received if personally delivered, or (c) if sent by e-mail or other form of electronic transmission, with receipt of confirmation that such transmission has been received, and:

A notice or communication to the City shall be addressed as follows:

City of Portland
Attn: Katie Shriver
Office of Commissioner Novick
1221 SW 4th Avenue, Suite 210
Portland, Oregon 97204
P: 503-823-3005
Email: Katie.shriver@portlandoregon.gov

A notice or communication to PSU shall be addressed as follows:

Portland State University
Attn: Jennifer Ward
PO Box 751 (SPA)
Portland, OR 97209-0751
P: 503-725-9900
spa.green@pdx.edu

J. **DISPUTE RESOLUTION:** If a dispute arises regarding this Agreement, the Parties agree to exercise good faith in expeditiously resolving any conflict by mutual consultation. All conflicts should first be discussed and resolved if at all possible by the persons identified in the Notice Section. Any conflicts not resolved by the contact person shall be elevated to the designee of the governing board of the Parties. This Agreement shall be governed and construed in accordance with the laws of the State of Oregon, without regard to the conflict of law provisions therein. Venue of any action brought under this Agreement shall occur, if in the state courts, in the

circuit court of the State of Oregon for Multnomah County, and if in the federal courts, in the United States District Court for the District of Oregon.

CITY OF PORTLAND

Name: Steve Novick
Title: Commissioner of Public Safety

PORTLAND STATE UNIVERSITY

Name: Jennifer Ward
Title: Associate Director, Sponsored Projects
Portland State University