

INTERGOVERNMENTAL MASTER AGREEMENT
Between
OREGON STATE UNIVERSITY
and
CITY OF PORTLAND

This Intergovernmental Master Agreement (this "Agreement") is entered into between the City of Portland, by and through the Bureau of Environmental Services, hereinafter referred to as SPONSOR, and Oregon State University, hereinafter referred to as UNIVERSITY. This Agreement may refer to SPONSOR and UNIVERSITY as a "Party" or jointly as the "Parties."

RECITALS

WHEREAS, SPONSOR manages Portland's wastewater and stormwater infrastructure to protect public health and the environment.

WHEREAS SPONSOR desires UNIVERSITY'S participation on certain projects to be specified and identified as either service activity or sponsored project activity; and

WHEREAS the performance of such activities is consistent, compatible and beneficial to the academic role and mission of UNIVERSITY;

Therefore, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

ARTICLE I - SCOPE OF WORK

UNIVERSITY agrees to perform for SPONSOR certain activities (the "Work") which shall be described in Task Orders to this Agreement. SPONSOR agrees to provide funding for sponsored projects as set forth in Task Orders.

All Task Orders are hereby incorporated by reference to this Agreement and subject to all Agreement terms and conditions, unless the Parties otherwise agree in writing. Each Task Order shall specify the period of performance for the Work to be performed SPONSOR'S Director or designee and UNIVERSITY'S Contract Officers and Sponsored Project Officers or their designees for service activities and sponsored project activities, respectively, are authorized to execute all Task Orders under this Agreement. The Task Order shall be in a form substantially similar to Exhibit A.

ARTICLE II - AGREEMENT PERIOD

This Agreement shall become effective on April 1, 2022 ("Effective Date") and shall remain in effect for a period of three (3) years. The Agreement period may be extended by written agreement of the Parties.

ARTICLE III - UNIVERSITY PERSONNEL

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

ARTICLE IV- CONSIDERATION

SPONSOR agrees to pay UNIVERSITY for Work performed and reimbursable costs under this Agreement an amount not to exceed ("NTE") four hundred fifty thousand (\$450,000.00) DOLLARS over a three (3) year period. Funding is subject to SPONSOR's annual budget authorization. The consideration and the budget information for each Task Order shall be set forth in Attachment 1 to the Task Order. Each Task Order shall specify the date from which costs may be incurred for that Task Order.

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

Costs for Sponsored Project Activities:

1. Direct Costs

- (a) Personnel Costs. SPONSOR will reimburse UNIVERSITY for direct salaries and wages paid to UNIVERSITY personnel engaged in performance of the Work and for the actual benefit costs associated with direct salaries and wages attributable to the respective UNIVERSITY employee.
- (b) Materials. SPONSOR will reimburse UNIVERSITY for the actual costs of materials and supplies where the expenditure is for performance of the Work and within the authorized budget.
- (c) Other Expenses. SPONSOR will reimburse UNIVERSITY for the actual costs of other expenses specifically authorized in the Task Order.

2. Indirect Costs

- (a) Indirect Costs cover reimbursement for the facilities & administration at the rate established under the UNIVERSITY's Federally Negotiated F&A Rate Agreement. This Agreement originated in Fiscal Year 2021-2022, with an administrative fee of 48.5%.

UNIVERSITY's Contract Officer or Sponsored Project Officer shall provide written notification to the SPONSOR's Project Manager when a new F&A rate is approved for the UNIVERSITY. A change to the rate does not require an amendment to this Agreement as long as the changed rate does not increase the NTE amount. SPONSOR is not liable for any payment in excess of the NTE amount unless agreed by SPONSOR in writing via written amendment to this Agreement.

UNIVERSITY shall submit invoices for Work accomplished under this Agreement to SPONSOR's contact (see ARTICLE V below) on the schedule specified in the Task Order. Upon execution of a Task Order by SPONSOR, SPONSOR certifies that sufficient funds are available and authorized to finance the costs of that Task Order. Payment shall be sent to Oregon State University, to the Department and address specified in the Task Order. SPONSOR'S payment terms are net thirty (30) calendar days from receipt of invoice.

ARTICLE V - NOTICE

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

If to SPONSOR:

Alice Brawley-Chesworth
Bureau of Environmental Services
1120 SW 5th Avenue, Room 613
Portland, OR 97204
alice.brawley-chesworth@portlandoregon.gov

If to UNIVERSITY:

Irem Tumer
Office for Sponsored Research & Award
Administration
A312 Kerr Admin Bldg.
Corvallis, OR 97331

ARTICLE VI - PERFORMANCE/ REPORTING REQUIREMENT

1. UNIVERSITY is responsible for the performance of Work and will provide progress reports of findings, if any, as stated in the Task Orders.
2. UNIVERSITY shall maintain current financial records in accordance with Generally Accepted Accounting Principles (GAAP). UNIVERSITY agrees to maintain and retain all financial records, supporting documents, statistical records and all other records pertinent to this Agreement during the term of this Agreement and for a minimum of six (6) years after the expiration or termination date of this Agreement or until the resolution of all audit questions or claims, whichever is longer.
3. SPONSOR, either directly or through a designated representative, may conduct financial and performance audits of the billings and Work at any time in the course of this Agreement and during the records retention period listed above. Audits shall be conducted in accordance with generally accepted auditing standards as promulgated in Government Auditing Standards by the Comptroller General of the United States Government Accountability Office.
4. SPONSOR may examine, audit and copy UNIVERSITY's books, documents, papers, and records relating to this Agreement at any time during the records retention period listed above upon reasonable notice. Copies of applicable records shall be made available upon request.

ARTICLE VII - PUBLICATION BY UNIVERSITY

Subject to the confidentiality provisions of this Agreement, UNIVERSITY retains the right to publish or present at meetings the results of research and academic work conducted by UNIVERSITY under this Agreement. At least thirty (30) days prior to submission for publication or public presentation of a manuscript or abstract describing the results of the Work or research under this Agreement, UNIVERSITY shall send a copy of the proposed manuscript or abstract to SPONSOR. SPONSOR shall then have thirty (30) days to review such manuscript or abstract and identify any inadvertent inclusion of SPONSOR confidential information. During this thirty (30) day period, SPONSOR may make general suggestions or comments, as well as request the removal of SPONSOR's confidential information. UNIVERSITY shall remove any identified SPONSOR confidential information from such manuscript or presentation. Additionally, UNIVERSITY will consider incorporating SPONSOR's other suggestions or comments, but is not obligated to make any such changes, except for the removal of such confidential information.

In addition, UNIVERSITY may use, reuse, and analyze the data developed by the UNIVERSITY during the course of research and the Work performed under this Agreement for its teaching or research purposes.

ARTICLE VII - CONFIDENTIALITY

UNIVERSITY, subject to the limitations and conditions of the Oregon Public Records law, agrees to keep confidential any SPONSOR proprietary information that SPONSOR designates as such and supplies to UNIVERSITY during the course of Services performed under this Agreement. Such information will not be included in any published material without prior approval by SPONSOR. UNIVERSITY agrees to provide any proposed publication to SPONSOR thirty (30) days prior to submission, to review for the inclusion of SPONSOR-owned confidential information, and to determine whether patentable inventions or discoveries are disclosed therein.

ARTICLE VIII - INDEMNIFICATION

To the extent permitted by the Oregon Tort Claims Act (ORS 30.260 through 30.300) and the Oregon Constitution, each Party to this Agreement shall defend, save, hold harmless and indemnify the other Party and such other Party's officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities of the indemnifying party or its officers, employees, or agents under this Agreement, provided that neither Party shall be required to indemnify the other Party or the other Party's officers, employees or agents for any liability arising out of the wrongful or negligent acts or omissions of the officers, employees, subcontractors or agents of the other Party. Any duty to defend set forth in this Agreement shall be conditioned upon the defending party providing prompt notice to the other Party regarding a third-party claim. In the event of such a claim, the other Party shall be entitled to participate in the defense of a claim with the counsel of its own choosing and expense.

ARTICLE IX – COMPLIANCE WITH LAWS

This Agreement shall be governed and construed in accordance with the laws of the State of Oregon. Any suit for enforcement shall occur in the state courts, and if in the federal courts, in the United States District Court for the District of Oregon.

ARTICLE X - ASSIGNMENT

Neither Party shall assign or transfer any interest in this Agreement, nor assign any claims for money due or to become due during this Agreement, without the prior written approval of the other Party.

ARTICLE XI - DELIVERABLES AND OWNERSHIP

UNIVERSITY will provide to SPONSOR the deliverables described in each Task Order ("Deliverables"). Unless otherwise agreed to by the Parties in a Task Order, SPONSOR shall have the right to use all such Deliverables for its own purposes and to modify the Deliverables at its option, with the exception of software source code. SPONSOR may not use or modify software source code unless UNIVERSITY and SPONSOR agree to either an appropriate commercial license or to release the source code under an appropriate open source license.

Copyright in Deliverables created by UNIVERSITY personnel under this Agreement will vest in UNIVERSITY. Copyright in Deliverables created jointly by UNIVERSITY and SPONSOR personnel will vest jointly in SPONSOR and UNIVERSITY.

Each Party shall retain ownership as against the other Party of any Background Intellectual Property that may have been used to develop or is incorporated into any Deliverable.

"Background Intellectual Property" means any development, concept or other proprietary information developed, obtained, licensed or acquired by a Party prior to the Effective Date of this Agreement or that a Party develops, obtains, licenses or acquires independently of this Agreement.

ARTICLE XII - CERTIFICATIONS

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

1. UNIVERSITY is not presently debarred, suspended, proposed for disbarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency.
2. UNIVERSITY is not delinquent on the repayment of any federal debt.
3. UNIVERSITY is in compliance with Sections 5151 to 5160 of the Drug-Free Workplace Act of 1988 (P.L. 100-960, Title V, Subtitle D).
4. To the best of UNIVERSITY's knowledge and belief:
 - (a) No federally appropriated funds have been paid or will be paid by or on behalf of the UNIVERSITY to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
 - (b) If funds other than federally appropriated funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or any employee of a member of Congress in connection with this federally-funded contract, grant, loan or cooperative agreement, UNIVERSITY shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - (c) UNIVERSITY shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

ARTICLE XIII - TERMINATION

This Agreement may be terminated by either of the Parties hereto upon written notice delivered to the other Party at least thirty (30) days prior to the intended date of termination. By such termination, neither Party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. Payment to UNIVERSITY under any terminated Task Order(s) shall be prorated to and include any expenses incurred under each Task Order up to the day of termination.

THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. EACH PARTY, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THE AGREEMENT AND EACH PARTY AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date set forth herein by their duly authorized representatives.

OREGON STATE UNIVERSITY

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

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to Form:

CITY ATTORNEY

BES/OSU Partnership Master IGA

OSU Contract No.

City Contract No.

TASK ORDER #?

**To Intergovernmental Master Agreement
(Agreement terms incorporated by this reference)**

Between

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

Project Title:

Performance Period:

Scope of Work:

University's Responsibilities:

Sponsor's Responsibilities:

Deliverables by University:

Any amendment to Task Order will be approved, in writing, by an authorized signatory of each Party.

Project Budget:

Detailed budget included in Attachment 1.

Invoice Schedule:

All invoices must contain the Contract Number, Task Order Number, and a standard breakdown of hours, hourly rates and material costs. Invoices will be submitted quarterly and sent to Sponsor to the attention of the Administrative Contact below. SPONSOR will reimburse UNIVERSITY within 30 days of receipt of invoice. Final invoice shall be marked final and due 45 days after the end date of the project. Payments will be sent to the Department contact listed under Project Representatives below.

Project Representatives

Each party has designated a project manager and an administrative contact to be the formal

representatives for this project. All reports, notices, and other communications required under or relating to this IGA must be directed to the appropriate individuals.

Sponsor

Project Manager Name:

Address:

Phone:

Email address:

Administrative Contact Name:

Address:

Phone:

Email address:

University

Department:

Faculty Project Manager Name:

Address:

Phone:

Email address:

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

City of Portland, by and through
Bureau of Environmental Services

Oregon State University

Signature:

Signature:

Name:

Name:

Title:

Title:

Date:

Date:

BES/OSU Partnership Master IGA

OSU Contract No.

City Contract No.

TASK ORDER #?

Attachment 1

BUDGET

Project Title:

BES Project Manager:

OSU Representative:

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

Direct Costs:

Indirect Costs / Service Administrative Fee:

Total Costs:

Name	Role on Project	Position Classification	Hourly Rate

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

Any amendment to the Budget will be approved, in writing, by an authorized signatory of each Party.

For BES Internal Use Only:

WBS, Internal Order or Grant #	DPO#