



Mingus Mapps, Commissioner
Gabriel Solmer, Director

1120 SW Fifth Avenue, Room 405
Portland, Oregon 97204-1926
Information: 503-823-7404
portlandoregon.gov/water



EXHIBIT A - CITY OF PORTLAND AGREEMENT NO.: [REDACTED]

Project Name: **Water Research Foundation Project #5168 titled, “Enhancing Drinking Water Treatment Resilience to Wildfire Events”**

Pursuant to Ordinance Number [REDACTED]

This Agreement is entered into by and between the City of Portland, Oregon, acting by and through its Water Bureau (“CITY” or “PWB”), whose principal place of business is located at 1120 SW Fifth Avenue, Room 405, Portland, Oregon 97204-1926, in furtherance of their common interest to support research on behalf of the water community and the Water Research Foundation (“WRF”) a Colorado non-profit corporation, whose principal place of business is located at 6666 W. Quincy Ave., Denver, Colorado 80235.

This Agreement is authorized pursuant to ORS 190.010 and becomes effective upon full execution of this document.

RECITALS

- A.** Project #5168 is a co-funded research project being funded by WRF and PWB. The Project has been awarded to Brown and Caldwell, the chosen awardee (hereafter “Sub-recipient”). WRF and the Sub-recipient will enter into and execute a separate contract called Project Funding Agreement (hereafter “PFA”). The awarded organization will perform the tasks and activities outlined in the PFA to meet the Project objectives. Upon request, a copy of the executed PFA can be provided.
- B.** The CITY desires to enter into a formal agreement with WRF to provide Fifty-Eight Thousand US dollars (\$58,000) to WRF in support of WRF’s Project #5168. PWB may also provide an estimated \$457,000 in-kind services for this project. Funding in the amount of \$58,000 from PWB will be paid in full to WRF upon full execution of this Agreement and upon invoicing PWB as provided below in this Agreement. A purchase order number is required for payment of an invoice and will be provided upon execution. Funding of \$58,000 is available in the Fiscal Year 2022-23 Budget.

NOW, THEREFORE, THE PARTICIPANTS AGREE AS FOLLOWS:

1. SUMMARY STATEMENT OF WORK

The following is a summary of required tasks and services that shall be completed by the CITY and WRF through this Agreement. Attached as Exhibit A is the Statement of Work which details the required tasks and services that shall be completed by WRF and CITY.

2. TERM

Work shall commence on the effective date of this Agreement. The effective date of this Agreement shall be August 1, 2022. The expiration date of this Agreement shall be June 30, 2023.

3. BILLING PROCEDURES AND COMPENSATION

- A. The CITY has authorized a total not to exceed amount of \$58,000 to fund the services required under this Agreement. Funding is available in the Fiscal Year 2022-23. The City's Fiscal Year is defined as July 1 through June 30 of the following year.
- B. Funding for this Agreement shall only be disbursed upon the CITY's approval. In the event this Agreement is terminated all unexpended funds shall be returned to the CITY within 60 days of said termination
- C. The CITY's policy to pay its invoices via electronic funds transfers through the automated clearing house (ACH) network. To initiate payment of invoices, WRF shall execute the CITY's standard ACH Vendor Payment Authorization Agreement which is available on the CITY's website at <https://www.portlandoregon.gov/brfs/article/658568>.

Upon verification of the data provided, the Payment Authorization Agreement shall authorize the CITY to deposit payment for services rendered directly into WRF accounts with financial institutions. All payments shall be in United States currency. Payment of any invoice, however, does not preclude the Collaborator 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.

- D. A one-time payment will be provided to WRF by PWB upon CITY Council approval, full execution of an Agreement and upon WRF invoicing. WRF shall submit to the CITY an invoice which must identify the project, CITY Agreement number, PWB Project Manager's name and identify the services being provide by WRF per the terms of this Agreement.
- E. Invoices shall only be submitted to the Portland Water Bureau Finance Office electronically. Email address is as follows: wbaps@portlandoregon.gov
- F. WRF shall fully cooperate with a CITY Audit of the records at any time. WRF shall also fully cooperate with an audit to account for all expenses if necessary.
- G. The CITY shall pay the one-time amount to which no dispute exists within 30 days of receipt of the invoice. Payment of the 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 progress payment until the dispute is resolved. The [REDACTED] shall make full payment to its Sub-recipient or subcontractors within 10 business days following receipt of any payment made by the CITY to WRF.

4. NOTICES

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.

WRF Contact:

Corina Santos, Project Coordinator

csantos@WaterRF.org

CITY Contact:

Yone Akagi, Water Quality Manager (Project Manager

yone.akagi@portlandoregon.gov

5. TERMINATION

This Agreement may be terminated by either party. The CITY on thirty (30) days written notice may terminate this Agreement. WRF on ninety (90) days written notice may terminate this Agreement.

6. 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, or national origin. Either party shall take affirmative actions to ensure 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, or national origin. Such action shall include but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff of termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

7. ACCESS TO RECORDS

Both parties and their duly authorized representatives shall have access to the books, documents, and records which are directly pertinent to the specific Agreement for the purpose of making audit, examination, excerpts, and transcript.

8. 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, WRF shall indemnify, defend, and hold harmless the CITY from and against all liability, loss and costs arising out of or resulting from the negligent or intentionally wrongful acts of WRF, its officers, employees, and agents 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 to 30.300) the CITY shall indemnify, defend, and hold harmless the WRF from and against all liability, loss, and costs arising out of or resulting from the negligent or intentionally wrongful acts of CITY, its officers, employees, and agents in the performance of this Agreement.

9. INSURANCE

WRF is self-insured through the State Insurance Fund, administered by Risk Management Division, Department of Administrative Services. All WRF personnel, officers, and employees, acting within the scope of their employment are covered by ORS 30.270. WRF is a subject employer under the Oregon Workers' Compensations law in compliance with ORS 656.017 and shall maintain workers' compensation insurance through the duration of this Agreement.

10. SUBCONTRACTING AND ASSIGNMENT

WRF shall not subcontract its work under this Agreement, except for work identified in this Agreement or attached Statement of Work, without the written consent of the other party. WRF shall assure that all

subcontractors used to perform the services under this Agreement, meet the CITY's Codes pertaining to permits, workmen's compensation, licensing, and all other requirements.

11. 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 Research Program Manager rector of the WRF or their designee and the CITY of Portland Water Bureau Director or their designee for resolution.

12. OREGON LAWS AND FORUM

This Agreement shall be construed according to the laws of the State of Oregon. Any litigation between the CITY and WRF 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.

13. FUNDS AVAILABLE AND AUTHORIZED

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 WRF its intent to terminate this Agreement.

14. 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.

15. 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) Oregon's Public Records Act; (iv) the Americans with Disabilities Act of 1990 and ORS 659A.142; (v) all regulations and administrative rules established pursuant to the foregoing laws; (vi) Any applicable sections of ORS Chapter 279, and (vii) all other applicable requirements of Federal and State civil rights and rehabilitation statues, rules and regulations.

16. FORCE MAJEURE

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.

17. NO THIRD-PARTY BENEFICIARY

The CITY and WRF 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.

18. 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.

19. AMENDMENTS

The CITY and WRF may amend this Agreement at any time only by written amendment executed by the CITY and WRF. The CITY of Portland Water Bureau Director, upon approval by CITY Council, is authorized to approve amendments for the CITY to this Agreement that do not increase the total Agreement amount above 25% of the original Agreement amount. The WRF shall submit a written request to the CITY's Technical Contact/Project Manager prior to any amendments to the Agreement. Any amendment to the Agreement shall require the signature of both parties approving authorities.

20. OWNERSHIP OF DOCUMENTS

- A.** If the Project is satisfactorily completed in WRFs sole discretion, WRF may publish the results of the Project. WRF will own all U.S. and world-wide copyright in the reports created as a result of the research deliverables for the Project as defined in the Agreement. WRF will provide an electronic PDF of any Final Report published to PWB for placement on PWB's website for internal use and for public viewing. PWB agrees that they will not make any other use of the WRF's copyrighted materials without WRF's prior written permission. Approval for use of such materials for educational, noncommercial purposes, however, will not be unreasonably withheld. Further, any requests PWB receives for a printed copy of any printed Final Report should be forwarded to WRF to fulfill the order.
- B.** WRF grants PWB, a non-exclusive, non-transferrable, royalty free, no terminable, without any requirement of accounting, the right to use Intellectual Property developed through this research Project.
- C.** WRF and PWB will be recognized as a Co-Parties of the Project in the Final Report publication.

21. SEVERABILITY/SURVIVAL

If any of the provisions contained in this Agreement are held unconstitutional or unenforceable, the enforceability of the remaining provisions shall not be impaired. All provisions concerning the

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

22. CONFLICTS OF INTEREST

No CITY Officer or employee, during their 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 WRF, during their tenure or for one year thereafter, shall have any direct financial interest in the Agreement or the proceeds thereof.

23. 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 PPS, is jointly liable with the CITY (or would be if joined in the Third Party Claim), WRF, 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 on the one hand and of the WRF 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 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. WRF 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.

24. COUNTERPARTS

This Intergovernmental 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.

The parties agree the CITY and WRF may conduct this transaction, including any Agreement amendments, by electronic means, including the use of electronic signatures.

AGREEMENT NUMBER:

PROJECT TITLE: Water Research Foundation Project #5168 titled, "Enhancing Drinking Water Treatment Resilience to Wildfire Events"

I, the undersigned, agree to perform work outlined in this Agreement in accordance with the STANDARD AGREEMENT PROVISIONS, the terms, and conditions, made part of this Agreement by reference, and Exhibit A: Statement of Work made part of this Agreement by reference.

The Water Research Foundation

BY: _____ Date: _____

Name: Peter C. Grevatt, PhD

Title: Chief Executive Officer

AGREEMENT NUMBER: _____

PROJECT TITLE: Water Research Foundation Project #5168 titled, "Enhancing Drinking Water Treatment Resilience to Wildfire Events"

CITY OF PORTLAND SIGNATURES:

By: _____
Portland Water Bureau Director

Date: _____

By: _____
Chief Procurement Officer

Date: _____

Approved as to Form:

By: _____
Office of City Attorney

Date: _____

Exhibit A
Statement of Work

CITY AGREEMENT NO. _____

Statement of Work
Exhibit A

Project: The Water Research Foundation Project #5168 titled, “Enhancing Drinking Water Treatment Resilience to Wildfire Events.”

Background

Project #5168 is a co-funded research project being funded by Water Research Foundation (WRF) and the City of Portland Water Bureau (PWB). The Project has been awarded to Brown and Caldwell, the chosen awardee (hereafter “Sub-recipient”). WRF and the Sub-recipient will enter into and execute a separate Agreement (hereafter “Agreement”). The awarded organization will perform the tasks and activities outlined in the Agreement to meet the Project objectives. Upon request, a copy of the executed Agreement can be provided.

PWB Duties

PWB will provide Fifty-Eight Thousand US dollars (\$58,000.00) to WRF in support of WRF’s Project #5168. Funding from PWB will be paid in full to WRF upon full execution of an Agreement and upon invoicing. PWB costs will be recognized proportionally as costs are incurred. In the event PWB’s costs incurred are less than the total funding received from WRF, the funding will be returned on a proportional basis to the PWB.

In addition, PWB will provide an estimated \$457,000 of in-kind services for the project.

WRF Duties

Upon execution and approval of this Agreement, WRF will invoice PWB for the funding that is to be paid in full.

WRF will reasonably monitor the Project with consideration to PWB’s input and needs for this Project.

A Project Advisory Committee (PAC) has been formed for Project #5168 that consists of independent volunteers selected by WRF and PWB to provide technical review, assistance, and/or expertise related to the Project. The number of volunteers to serve on the PAC will be determined by WRF. All costs and travel expenses will be paid by WRF for PAC members to participate in PAC activities for the Project. In addition, PWB shall assign one staff member to be a liaison to the project. Travel and related expenses for the PWB liaison will be paid by PWB.

WRF and the PAC will make mutually agreed management decisions regarding this Project. In the event of any disagreement, however, WRF shall have final decision-making authority regarding the Project.

Contacts. The contacts for this Project are:

Organization	Contact	Contribution
Portland Water Bureau (PWB)	<p>Chris Wanner Director of Operations Phone: 503.823.4050 Email: chris.wanner@portlandoregon.gov</p> <p>Yone Akagi Water Quality Manager Email: yone.akagi@portlandoregon.gov</p> <p>Remani Mathew Accounting Manager Phone: 503.823.7634 Email: remani.mathew@portlandoregon.gov</p> <p>PWB Contract Administration Email: Andrew.Urdahl@portlandoregon.gov</p>	\$58,000 USD \$457,000 - estimate of in-kind
The Water Research Foundation (WRF)	<p>Katie Spahr, PhD, PE Research Program Manager Phone: 303.734.3478 Email: kspahr@WaterRF.org</p> <p>Corina Santos Project Coordinator Phone: 303.347.6125 Email: csantos@WaterRF.org</p> <p>Christine Conville Contracts Manager Phone: 303.734.3424 Email: cconville@WaterRF.org</p> <p>Connie Schonlau Contracts Assistant Phone: 303.347.6211 Email: cschonlau@WaterRF.org</p>	\$58,000 USD