

EXHIBIT A to Ordinance
Collaborative Agreement No. 14WNYB023398
between
U.S. Geological Survey, Forest and Rangeland Ecosystem Science Center
and
Portland Water Bureau

This agreement between U.S. Geological Survey, a Bureau of the Department of the Interior, through the **Forest and Rangeland Ecosystem Science Center**, with offices located in **Boise, Idaho**, hereinafter called "USGS" and **Portland Water Bureau** located in **Portland, Oregon**, hereinafter called "Collaborator."

Whereas, the USGS is authorized to perform collaborative work and prosecute projects in cooperation with other agencies, Federal, State or private, pursuant to 43 USC §36c and to receive payments in arrears by 43 USC §50b.

Whereas, the USGS has a mission to serve the Nation by providing reliable scientific information to describe and understand the Earth; minimize loss of life and property from natural disasters; manage water, biological, energy, and mineral resources; and enhance and protect our quality of life and has need of data to support specific scientific objectives.

Whereas, the Collaborator provides stewardship of critical water supply infrastructure, fiscal, and natural resources entrusted to their care and has need of USGS expertise in data collection and analysis.

Whereas, the Collaborator is trying to determine the success of Chinook and Coho salmon spawning in the lower Bull Run River as required by the Bull Run Water Supply Habitat Conservation Plan.

Whereas, the project would develop a genetic identification test for Coho salmon based on environmental DNA information and the Collaborator will use the test results to differentiate between redds (salmon nests) built by Chinook salmon and redds built by Coho salmon in the lower Bull Run River.

Now therefore, the parties hereto agree as follows:

1. **Statement of Work (SOW):** Attached to this Agreement and incorporated herein by reference as Attachment A.
2. **Principal Contacts:** The Principal Investigator assigned to this project from the USGS is **David Pilliod, 1-208-426-5202, dpilliod@usgs.gov**. The Principal Contact for Collaborator is **Burke Strobel, 1-503-823-7958, Burke.Strobel@portlandoregon.gov**.
3. **Term.** The collaborative effort provided by USGS and Collaborator will commence on the effective date of this agreement. The effective date of this Agreement shall be the earlier date of (1) **February 1, 2014** or (2) the date of the last signature by the parties. The expiration date of this agreement shall be **December 31, 2014**. This agreement is subject to renewal only by mutual written agreement of the parties.

4. Funding.

- A. The Collaborator and USGS combined costs for this project, including in-kind services, shall not exceed \$38,327.80.
- B. The Collaborator shall provide the following for this project:
 - 1) In-kind services valued at \$4,725.00 which includes 1.5 pay periods (120 hours) of Burke Strobel's salary; and,
 - 2) Funding to USGS in the amount not to exceed \$21,950.00.
- C. USGS shall provide In-kind services valued at \$11,652.80 which includes 2 pay periods (160 hours) of David Pilliod's salary

5. Payments and Reporting.

- A. The USGS shall submit invoices on a monthly basis to the Collaborator for work performed during the previous month. Each invoice shall identify the project tasks that have been completed per the terms of this Agreement and the accrued expenditures, including in-kind costs, associated with the work completed.
- B. Invoices shall only be submitted to the Collaborator's Finance Office electronically using the following email address: wbacks@portlandoregon.gov

The Collaborator's policy to pay its invoices via electronic funds transfers through the automated clearing house (ACH) network. To initiate payment of invoices, USGS shall execute the Collaborator's standard ACH Vendor Payment Authorization Agreement which is available on the City's website at <http://www.portlandoregon.gov/bfs/article/409834?>

Upon verification of the data provided, the Payment Authorization Agreement shall authorize the City to deposit payment for services rendered directly into USGS accounts with financial institutions. All payments shall be in United States currency.

- C. The Collaborator shall pay all amounts to which no dispute exists within 30 days of receipt of the invoice. Invoices not paid within 60 days of receipt bear interest at the annual rate established by the U.S. Treasury, pursuant to 31 USC 3717. 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. The Collaborator and USGS shall coordinate to develop a final expenditure report reflecting total costs associated with the project upon final completion of the work. The report shall include the details with in-kind services provided by each party
- 6. Termination:** Either party, on thirty (30) days written notice, may terminate this Agreement. In the event of an early termination USGS shall be reimbursed for any completed work or work in progress at the time of termination of the Agreement and that the Collaborator agrees has been completed per the requirements of this Agreement. This provision shall survive the termination of the Agreement.
- 7. Publications/Reports:** Each Party is free to publish the information and data developed by the study.

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8. **Intellectual Property:** No intellectual property is expected to be developed under the research effort. A copy of the data and the reports provided for in the SOW shall be delivered to Collaborator at the end of the project.
9. **Notices:** Any notice required to be given or which shall be given under this Agreement shall be in writing and delivered by first class mail or by email as agreed to by the parties as follows:

USGS (Technical Contact):

David Pilliod
 USGS, Snake River Field Station
 970 Lusk Street, Boise, Idaho 83706
 Phone: 1-208-426-5202
 Email: dpilliod@usgs.gov

Collaborator (Technical Contact):

Burke Stobel
 Portland Water Bureau
 1120 SW 5th Avenue, Rm 600, Portland, Oregon 97204
 Phone: 503-823-7958
 Email: Burke.Strobel@portlandoregon.gov

USGS (Administrative):

Molly Pope, Budget Analyst
 USGS, FRESC Headquarters
 777 NW 9th Street, Suite 400
 Corvallis, Oregon 97330-6169
 Phone: 541-750-1042
 Email: mapope@usgs.gov
 DUNS# 137826140
 TIN# 53-0196958

Collaborator (Administrative):

Corrina Rodriguez
 Portland Water Bureau
 1120 SW 5th Avenue, Rm 600, Portland, Oregon 97204
 Phone: 503-823-7550
 Email: Corrina.Rodriguez@portlandoregon.gov
 DUNS# 797968682
 TIN# 93-6002236

10. **Independent Entity:** For purposes of this Agreement and all services to be provided hereunder, each party shall be, and shall be deemed to be, an independent party and not an agent or employee of the other party. Each party shall have exclusive control over its employees in the performance of the work. Neither party may use the name of the other in advertising or other form of publicity without the written permission of the other.

11. Governing Law/Disclaimer:

- A. The validity and interpretation of this Agreement are subject to interpretation under Federal Law. Each party agrees to be responsible for the activities, including the negligence, of their employees. As a federal agency, USGS liability is limited by the Federal Tort Claims Act, codified at 28 USC 2671 et seq. USGS warrants that it is self-insured for purposes of Worker's Compensation.
- B. Both parties make no express or implied warranty as to the conditions of the research, merchantability or fitness for a particular purpose of the research, data, or resulting product incorporating data developed and exchanged under the statement of work. These provisions shall survive the termination of the agreement.

12. **Entire Agreement:** This Agreement contains all of the terms of the parties and supercedes all prior agreements and understandings related thereto. This Agreement can be changed or amended only by a written instrument signed by the parties. The Collaborator's Administrator shall be authorized to approve amendments for the Collaborator to this Agreement that do not increase the total Agreement amount above 25% of the original Agreement amount.

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13. 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 the USGS or his/her designee and the Collaborator's Administrator or his/her designee for resolution.

14. Miscellaneous Provisions:

- A. Pursuant to the Anti-Deficiency Act, codified at 31 U.S.C. §1341 (a)(1), nothing herein contained shall be construed as binding the USGS to expend in any one fiscal year any sum in excess of its appropriations or funding in excess of what it has received for the collaborative work outlined in the Statement of Work.
- B. The Collaborator's contribution for the one year term of the Agreement is contingent upon receipt of approval by Council and upon continuation of funding.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the last date listed below.

U.S. GEOLOGICAL SURVEY

By: _____

Carol Schuler
Center Director

Date: _____

COLLABORATOR

By : _____

David G. Shaff
Administrator, Portland Water Bureau

Date: _____

COLLABORATOR'S ATTORNEY

Approved as to Form:

By : _____

Date: _____

Attachment A Statement of Work

Project: Salmon redd identification using eDNA

Submitted Date: 06 November 2013

USGS Contact: David Pilliod

Address: 970 Lusk Street, Boise, Idaho 83706; Email: dpilliod@usgs.gov; Phone: 208-426-5202

Collaborator (Portland Water Bureau) Contact: Burke Strobel

Address: 1120 SW 5th Ave., Room 600, Portland, OR 97204; Email: Burke.Strobel@portlandoregon.gov;
Phone: 503-823-7958

Objective: This project is intended to develop a technique to use environmental DNA (eDNA) to distinguish between redds made by Chinook and redds made by Coho and to distinguish actual redds from practice redds or scours that have the appearance of redds. The project has two phases:

1. Development of a molecular assay for identifying Coho DNA and differentiating it from Chinook DNA (an assay exists for Chinook already).
2. A study to demonstrate the efficacy of the technique. Collect and filter water samples from the interstitial spaces of ten known redds of each species and ten gravel patches that do not include a redd of either species. Also collect control samples from the water column next to each redd. Analyze the samples using the molecular assays for Chinook and Coho. Evaluate whether samples collected from Chinook and Coho redds have significantly higher levels of eDNA from the respective species than background levels. Evaluate also whether samples collected from the interstitial spaces of gravel patches that are not redds are similar to background levels.

The following tasks shall be performed by the USGS:

Task 1. Assay development

Develop Taq-MAN molecular assay to differentiate *Oncorhynchus kisutch* (Coho) from *O. tshawytscha* (Chinook) in environmental samples. This shall involve developing a novel Coho assay and testing of the existing Chinook assay.

Task 2. Analysis of eDNA samples

eDNA samples shall be collected and preserved by Portland Water Bureau personnel but shall be analyzed by USGS. Samples must be labeled properly and a spreadsheet of sample numbers and sample information (at least location and date) provided to USGS. Preserved samples (Water potentially containing eDNA in ethanol and sodium acetate) shall be shipped to USGS Snake River Field Station (970 Lusk Street, Boise, Idaho 83706) for analysis.

USGS shall analyze all samples using the assay developed for Coho in Task 1 and an existing assay for Chinook, developed previously by the USGS. The intent of the analysis will be to attempt to determine for each sample collected from the gravel whether the sampled gravel constituted a Chinook redd, Coho redd, or was not a redd. Samples collected from the water column will serve as controls to determine ambient eDNA levels of each species. Negative controls will ascertain whether the field protocols have introduced contamination.

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Task 3. Reporting

All qPCR data shall be entered into spreadsheet and reported as raw values (mass of DNA) and concentration (ng/L) for each sample analyzed, including negative controls. Data and metadata shall be provided to the Portland Water Bureau. Laboratory methods shall be described and data summarized in a correspondence report to the Portland Water Bureau. Reporting information, reception, delivery, and format requirements shall be coordinated between the USGS and Portland Water Bureau Technical Contacts identified in the Agreement.

The following tasks shall be performed by the Collaborator (Portland Water Bureau):

Task 1. Tissue sample collection for assay development

Collect ten tissue samples from Chinook salmon and ten tissue samples from Coho salmon in the Sandy River basin and send them to the USGS laboratory in Boise, Idaho for analysis. Tissue samples shall be collected, preserved, and shipped according to USGS recommendations

Task 2. eDNA sample collection

Collect water samples potentially containing eDNA from Chinook and Coho redds, non-redd gravel patches, unknown redds, and the adjacent water column according to the schedule below (Table 1). Ship water samples to the USGS laboratory in Boise, Idaho for analysis. Water samples shall be collected, preserved, and shipped following methods agreed on by the USGS and Portland Water Bureau.

Table 1. The proposed sampling schedule.

Site type	# Sites	Replicates	Total eDNA samples
Coho redd	10	3	30
Chinook redd	10	3	30
Unknown redd	10	3	30
Non-redd gravel patch	10	3	30
Water column at each site	40	3	120
Negative control	40	1	40
Total eDNA samples			280

Budget

Task/Item	Units	Cost Per Unit	Cost
1. Assay Development			\$5,240.00
2. eDNA Analysis	280	\$35.00	\$9,800.00
3. Reporting			\$500.68
Indirect Costs		41.24%	\$6,409.32
Total funds to USGS:			\$21,950.00

In-kind Services

Portland Water Bureau in-kind services valued at **\$4,725.00** which includes 1.5 pay periods (120 hours) of Burke Strobel's salary.

USGS in-kind services valued at **\$11,652.80** which includes 2 pay periods (160 hours) of David Pilliod's salary. This includes laboratory labor and all extraction kits, qPCR chemicals, pipette tips, qPCR plates, covers, DNA vials and storage boxes, gloves.

The combined costs for this project, including in-kind services, shall not exceed **\$38,327.80**.



Nick Fish, Commissioner
David G. Shaff, Administrator

1120 SW 5th Avenue, Room 600
Portland, Oregon 97204-1926
Information: 503-823-7404
www.portlandoregon.gov/water



EXHIBIT B

INTERGOVERNMENTAL AGREEMENT

CITY OF PORTLAND AGREEMENT NO.: _____

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 the *(Enter Agency's name)*, hereafter called "*(Agency Identifier)*." This IGA is authorized pursuant to ORS 190.110 and becomes effective upon full execution of this document.

RECITALS

[Insert the Purpose for the IGA and background information related to the project in the area listed below. Ex: The CITY has or desires to.]

A.

B.

NOW, THEREFORE, THE PARTICIPANTS AGREE AS FOLLOWS:

1. STATEMENT OF WORK

[Will be reference as an Exhibit to the Agreement and attached for reference with budget detail OR Enter the specific services or tasks that the vendor needs to perform as part of the terms of the agreement. Please be specific on the needs of the project and define any terms associated with completing the task. Include budget splits detailed schedule and budget information as an Exhibit to the Agreement. All requires Water Bureau Contracts Groups review and endorsement.]

The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this Agreement.

(Enter Agency's name) shall provide the City the services set out below:

A.

B.

2. TERM

Work shall commence on the effective date of this Agreement. The effective date of this Agreement shall be the earlier date of (1) month/date/year or (2) the date of the last signature by the parties. The expiration date of this agreement shall be month/date/year. This Agreement is subject to renewal only by mutual written agreement of the parties.

3. BILLING PROCEDURES AND COMPENSATION

- A. The CITY has authorized a total not to exceed amount of *(Enter \$ amount)* to fund the program and enter into a formal agreement for a period of *(Enter the length of the agreement)* years. Funding of *(Enter \$ amount approved this FY)* is available in the Fiscal Year *(20xx-xx)* Budget and funding of *(Enter \$ amount approved)* is available in Fiscal Year *(20xx-xx through FY 20xx-xx)* Budgets. The CITY's Fiscal Year is defined as July 1 through June 30 of each year. Note: If any type of cost share is part of an agreement or in-kind costs are associated with the total project cost this information must be identified under this section and identified clearly in the budget information included to the statement of work.
- B. Funding for this project shall only be disbursed upon CITY Council approval via CITY Ordinance authorizing payment. In the event this Agreement is terminated pursuant to 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, *Enter Agency's name* shall execute the City's standard ACH Vendor Payment Authorization Agreement which is available on the City's website at <http://www.portlandoregon.gov/bfs/article/409834?>.

Upon verification of the data provided, the Payment Authorization Agreement shall authorize the City to deposit payment for services rendered directly into *Enter Agency's name* 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. By the 15th of the month following the end of the previous month after the effective date, shall submit to the CITY an invoice for work performed during the previous month. Each invoice shall identify the tasks that have been completed per the terms of this Agreement *(If in-kind services is included language will be added to provide information to the invoice that identifies the in-kind expenses used for the month)*.
- E. Invoices shall only be submitted to the Portland Water Bureau Finance Office electronically. Email address is as follows: wbaps@portlandoregon.gov
- F. *[Add any special compensation provisions for distribution of funds to Agency, i.e. the premises must be inspected prior to submitting an invoice, an audit should be completed etc.]*
- G. *(Enter Agency's name)* shall fully cooperate with a CITY Audit of the records at any time. *(Enter Agency's name)* shall also fully cooperate with an audit to account for all expenses if necessary.
- H. *If In-kind services is a part of the agreement include:* The City and Agency shall coordinate to develop a final expenditure report reflecting total costs associated with the project upon final completion of the work. The report shall include the details with in-kind services provided by each party

4. NOTICES

Any notice required to be given or which shall be given under this Agreement shall be in writing and delivered by first class mail or by email as agreed to by the parties as follows:

Agency (Technical Contact):*(Enter Agency's information)*

Name:

Address:

Phone:

Email:

City (Technical Contact/Project Manager):*(Enter City's information)*

Name:

Address:

Phone:

Email:

Agency (Administrative):*(Enter Agency's information)*

Name:

Address:

Phone:

Email:

City (Administrative):*(Enter City's information)*

Name:

Address:

Phone:

Email:

DUNS#

TIN#

DUNS#

TIN#

5. TERMINATION

This Agreement may be terminated by either party. The CITY on thirty (30) days written notice may terminate this Agreement. *(Enter Agency's name)* on ninety (90) days written notice may terminate this Agreement. *[Add any other special items that might contribute to the projects early termination, i.e. not receiving products, reports etc as scheduled.]*

6. NON-DISCRIMINATION

In carrying out activities under this contract, 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 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 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 and Oregon Tort Claims Act, ORS 30.260 through 30.300, *(Enter Agency's name)* shall indemnify, defend and hold harmless the CITY from and against all liability, loss and costs arising out of or resulting from the acts of *(Enter Agency's name)*, its officers, employees and agents in the performance of this agreement.

9. INSURANCE

(Enter Agency's name) as an agency of the State of Oregon is self insured through the State Insurance Fund, administered by Risk Management Division, Department of Administrative Services. All *(Enter Agency's name)* personnel, officers and employees, acting within the scope of their employment are covered by ORS 30.270. *(Enter Agency's name)* 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

(Enter Agency's name) shall not subcontract its work under this Agreement, with the exception of work identified in this Agreement or attached Statement of Work, without the written consent of the other party. *(Enter Agency's name)* 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 Director of the *(Enter Agency's name)* or his/her designee and the City of Portland Water Bureau Administrator or his/her 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 *(Enter Agency's name)* arising under this contract or out of work performed under this contract 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 *(Enter Agency's name)* its intent to terminate this Agreement. A. . The City's contribution for the (enter number) year term of the Agreement is contingent upon receipt of approval by City Council and upon continuation of funding.

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 IGA. 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 279, and (vi) all other applicable requirements of Federal and State civil rights and rehabilitation statutes, rules and regulations.

16. 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.

17. NO THIRD PARTY BENEFICIARY

The CITY and *(Enter Agency's name)* 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 *(Enter Agency's name)* may amend this Agreement at any time only by written amendment executed by the CITY and *(Enter Agency's name)*. The CITY's Water Bureau Administrator, upon approval by City Council, is authorized to approve amendments for the City to this Agreement that do not increase the total contract amount above 25% of the original Agreement amount. The *(Enter Agency's name)* 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. The CITY and *(Enter Agency's name)* shall jointly own any and all data, documents, plans copyrights, specifications, working papers, and any other materials produced in connection with this Agreement.
- B. *(Enter Agency's name)* upon request by the CITY shall provide the CITY copies of the materials referred to above, including any electronic files containing the materials.
- C. *OR Publications/Reports: Each Party is free to publish the information and data developed by the study; and Intellectual Property: No intellectual property is expected to be developed under the research effort. A copy of the data and the reports provided for in the Statement of Work section of this Agreement shall be delivered to City at the end of the project.*

21. SEVERABILITY/SURVIVAL

If any of the provisions contained in this IGA 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 IGA for any cause.

22. 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 *(Enter Agency's name)*, 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 *(Enter Agency's name)* during this Agreement.

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 *(Enter Agency's name)*, is jointly liable with the City (or would be if joined in the Third Party Claim), *(Enter Agency's name)* 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 *(Enter Agency's name)* 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. *(Enter Agency's name)* 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. EFFECTIVE DATE AND DURATION

This Agreement shall be effective upon final date of execution and terminate on *(Enter expiration date of Agreement)*, unless otherwise agreed to by both parties under the provisions of this Agreement.

Dated this _____ day of _____, 20xx.

CITY OF PORTLAND

APPROVED AS TO FORM:

David G. Shaff
Portland Water Bureau Administrator

City of Portland
City Attorney

Date

Date

(ENTER AGENCY'S NAME)

(Enter Agency's Signing Authority's Name)

Date

[Insert any of the Agency's required signature blocks here, i.e. Agency Attorney etc.]