PSU Contract No. ~~564696~~ 544696

City Contract No. N/A

INTERGOVERNMENTAL AGREEMENT

Between

Portland State University

And

City of Newport

This Agreement is entered into between the City of Newport and it's Public Works Department, hereinafter referred to as SPONSOR, and ~~the State Board of Higher Education acting by and through~~ Portland State University, hereinafter referred to as UNIVERSITY. PLT 6/21/18

RECITALS

WHEREAS SPONSOR'S core mission is to serve its constituents as a municipal corporation of the State of Oregon and for purposes of this intergovernmental agreement is to facilitate place-based Integrated Water Resources Plan;

WHEREAS SPONSOR desires UNIVERSITY'S services on certain projects to be specified; and

WHEREAS the performance of such services 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 services which are described in Attachment A to this Agreement. SPONSOR agrees to provide funding for specified services and/or materials and supplies as required for completion of the work.

ARTICLE II - AGREEMENT PERIOD

This Agreement shall become effective on the date of last signature and shall remain in effect through December 31, 2019. Expenses incurred beginning April 1, 2018 shall be eligible for reimbursement under this agreement. The Agreement Period may be extended by written agreement of the parties.

ARTICLE III - SCIENTIFIC PERSONNEL

UNIVERSITY Project Managers responsible for the performance of services under this Agreement are identified in the Scope of Work. The UNIVERSITY shall not replace specified Project Manager without prior written approval of the SPONSOR.

ARTICLE IV – CONSIDERATION

SPONSOR agrees to pay UNIVERSITY for goods and/or services performed under this Agreement an amount not to exceed 42,500 DOLLARS ($42,500).

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.

1. Direct Costs.

(a) Personal Services. Cover reimbursement for direct wages paid to personnel engaged in performance of the work and for the fully-loaded benefit costs associated with direct wages, which represents the actual benefit load attributable to the respective employees.

(b) Materials. Cover actual costs for the purchase of materials or supplies where the expenditure is for performance of the work and within the authorized budget.

(c) Travel Expenses. Cover actual cost for lodging, per diem, and mileage.

2. Indirect Costs. Cover reimbursement for overhead costs at the appropriate rate established for UNIVERSITY.

   (a) This Agreement was originated in Fiscal Year 2017. For that fiscal year, UNIVERSITY's overhead rate is 20% for off-campus work of Personal Services plus Benefits Costs. UNIVERSITY indirect costs cover generally fixed costs related to the administration and operation of an organization, as well as program management costs including administrative staff, rent, telephone, power, insurance, office supplies and minor equipment.

   (b) UNIVERSITY's Contract Officer shall provide written notification to the SPONSOR's Project Manager when a new overhead rate is approved for the University. A change to the rate does not require an amendment to this Agreement.

Invoices for work accomplished under this Agreement shall be submitted to SPONSOR's contact (see ARTICLE V below) quarterly. SPONSOR certifies that sufficient funds will be available and authorized to finance the costs of the Scope of Work under this Agreement. Payment shall be sent to Portland State University, to the Department and address specified in the Scope of Work

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:
Name: Timothy Gross
Director of Public Works/City Engineer
City of Newport
169 SW Coast Hwy
Newport, OR 97365
541-574-3366
t.gross@newportoregon.gov

If to UNIVERSITY:
Name: Ahrea Summers
Contracting and Procurement Services
Portland State University
PO Box 751 (FAST-CAPS)
Portland, OR 97207-0751
contract@pdx.edu email

ARTICLE VI - PERFORMANCE / REPORTING REQUIREMENT

UNIVERSITY is responsible for the performance of work and will provide progress reports of findings, if any, as stated in the Scope of Work. UNIVERSITY shall maintain fiscal records pertinent to this Agreement for at least three (3) years following completion of work under this Agreement. UNIVERSITY shall maintain all fiscal records relating to this Agreement in accordance with generally accepted accounting principles. In addition, UNIVERSITY shall maintain all other records pertinent to this Agreement in such a manner as to clearly document UNIVERSITY'S performance hereunder.

ARTICLE VII - PUBLICATION BY UNIVERSITY

UNIVERSITY retains the right to publish or present at meetings the results of research conducted by UNIVERSITY. In addition, UNIVERSITY may use, reuse, and analyze the data developed by the UNIVERSITY during the course of research performed under this Agreement for 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 Oregon Law (ORS 30.260 through 30.300) and the Oregon Constitution, Article XI, each party to this Agreement shall defend, save, hold harmless and indemnify the other party and such other parties' 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, subcontractors or agents under this Agreement, provided that no party to this Agreement shall be required to indemnify any other party for any liability arising out of the wrongful or negligent acts or omissions of the employees or agents of the other party.

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, if 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 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

UNIVERSITY will provide to SPONSOR the Deliverables described in the Scope of Work. SPONSOR shall have the right to use all such Deliverables for its own purposes and to modify the Deliverables at its option. SPONSOR will make appropriate acknowledgment and attribution to UNIVERSITY in its use or distribution of unmodified Deliverables. If SPONSOR modifies the Deliverables in any meaningful manner, UNIVERSITY may request that SPONSOR include a notice of such modifications in the Deliverables. Such request shall be made in writing by UNIVERSITY to SPONSOR.

UNIVERSITY may assert copyright on material(s) that it produces in the performance of this Agreement. SPONSOR shall have a right to negotiate a license to use the copyrighted materials which are outside the scope of the Deliverables described above.

All rights to inventions or discoveries attained in apparatus testing, or improvement of testing methods, materials and processes and all rights to inventions or discoveries arising from research conducted under this Agreement belong to UNIVERSITY. All such inventions and discoveries shall be disposed of in accordance with UNIVERSITY'S policy. To the extent that UNIVERSITY has the legal right to do so, UNIVERSITY shall offer to SPONSOR a right to negotiate a license to such inventions and discoveries.

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 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 shall be prorated to and include 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. SPONSOR, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THE AGREEMENT AND SPONSOR 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.

~~THE STATE BOARD OF HIGHER EDUCATION ACTING BY AND THROUGH~~
PORTLAND STATE UNIVERSITY

By: Paul L. Thomas

Name: PAUL L. THOMAS

Title: Sr. Contract Officer

Date: 6/21/2018

Employer Tax ID Number: 48-1278529

CITY OF NEWPORT

By: [signature]

Name: Spencer Nebel

Title: City Manager

Date: May 24, 2018

Mid-Coast Water Planning Partnership – Integrated Water Resource Plan

ATTACHMENT A- SCOPE OF WORK

Community Engagement

Scope of Work (March 19, 2018)

Prepared by:

Oregon's Kitchen Table
The National Policy Consensus Center
Mark O. Hatfield School of Government
Portland State University

Wendy Willis, Director of Civic Engagement
Sarah Giles, Project Manager

SCOPE OF WORK

Portland State UNIVERSITY

Oregon's Kitchen Table (OKT), a program of the National Policy Consensus Center (NPCC) at Portland State University, proposes to collaborate with the Mid-Coast Water Planning Partnership (the Partnership) in a community engagement project that solicits input and feedback from residents of Mid-Coast communities regarding values, beliefs, and priorities around water resources in the region. NPCC recommends utilizing an online consultation in English and Spanish via Oregon's Kitchen Table (with paper versions of the same consultation questions where necessary) in combination with culturally specific in-person events with partner organizations. Partner organizations will focus on outreach to specific communities, including but not limited to: the Confederated Tribes of Siletz Indians, the local Latino population, youth, senior citizens, industry representatives, residents associated with forestry, rural citizens and landowners, water districts, fishing fleet workers, agricultural representatives, local businesses and workers, and conservation groups, with a particular focus on communities that are traditionally under-represented in community processes.

In order to reach communities, particularly those that have traditionally been under-represented in traditional public processes, we recommend a multi-faceted approach that integrates different engagement methods. These include online surveys using the Oregon's Kitchen Table survey tool, in-person events designed for culturally specific groups, and additional digital tools such as Story Mapping. We envision two engagement opportunities over the period of the project using Oregon's Kitchen Table's online tools in coordination with in-person events. Social data gathered through each engagement opportunity will be integrated into the region's Integrated Water Resources Plan via a summary of data and analysis at each phase.

The intended duration of this project is two years (April 2018 – December 2019). The deliverables of this project include:

- Co-design engagement goals and inquiry questions with the Partnership's Coordinating Committee for two community engagements
- Carry out initial Community Engagement in Spring 2018
    - Develop and execute on-line community engagement tool via Oregon's Kitchen Table
    - Hold 3 in-person listening sessions focused on the Spanish-speaking community
    - Utilize online Storymap tool to collect stories from the public about their relationship to water in their community in conjunction with OSU graduate student's Storymap project
    - Conduct one-on-one interviews with Spanish speakers.
    - Data tabulation from on-line tool and in-person listening sessions
- Carry out second Community Engagement in Winter 2019
    - Strategies / methods TBD in consultation with the Partnership
- Create 2 post-engagement reports summarizing the information collected during each engagement

Oregon's Kitchen Table will provide 1) good quality opinion research; 2) an opportunity to inform

community members; 3) a mechanism to broadly and deeply engage Mid-Coast community members in water quality, quantity, and water infrastructure issues; and 4) a foundation for ongoing engagement around water resources and planning and other community priorities.

Under this proposal the Oregon's Kitchen Table will work with the Partnership (specifically the Communication and Outreach Working Group) to develop an outreach plan to direct audiences to the online consultations and in-person events.

Budget

Year 1 (April 2018 – December 2018) - $21,250

Year 2 (January 2019 – December 2019) - $21,250

Total - $42,500

Timeline

April 2018

Project Planning and Design

May 2018

Initial Engagement – online tools (OKT survey platform and Storymap), in-person listening sessions in Spanish, one-on-one interviews in Spanish

June 2018

Initial Report

Fall - Winter 2018 / 2019

Planning and Design

Second Engagement / Consultation

Second Report

TASK HOUR ALLOCATION & BUDGET ESTIMATE

REVENUE/PROJECT SUPPORT: April 1, 2018 - December 31, 2019

FUNDER - City of Newport	$ 42,600.00
TOTAL REVENUE/PROJECT SUPPORT	$ 42,600.00

FACILITATION BUDGET SUMMARY

LABOR COSTS	$ 30,425.00
OTHER DIRECT COSTS	$ 10,061.31
PSU ADMIN / INDIRECT COSTS	$ 2,012.26
TOTAL BUDGET ESTIMATE	$ 42,498.57

TASK-HOUR ALLOCATION CHART

	Task	Senior Facilitator	Lead Facilitator	Program Director	Project Manager	Project Associate	Process Support
1	**Process Design**						
1.1	Engagement goals			4	4		
	Inquiry questions			20	20		
	Outreach plan			8	8		
	SUBTOTAL	0	0	32	32	0	0
2	**Online instrument development**						
2.1	Programming				24		
	Data entry						20
	Translation (Plain language and Spanish)						15
		0	0	0	24	0	35
3	**Listening Sessions**						
3.1	Adapt process design			5	5		
	Facilitation		32				
	Community organizing						30
	Summary		8				
	SUBTOTAL	0	40	5	5	0	30
4	**Data Tabulation and Analysis**						
4.1	Data tabulation				20		
	Report			14	30		
	Translation						15
	SUBTOTAL	0	0	14	50	0	15
5	**Storymapping**						
5.1							35
	SUBTOTAL	0	0	0	0	0	35
6	**Travel Time (actual hours needed for travel)**						
6.1	Listening Sessions		20				
	Process Design			10	10		
	Report			5	5		
	SUBTOTAL	0	20	15	15	0	0

LABOR COSTS	Hours	Rate*	Subtotal
Senior Facilitator (Contracted out)	0	$ 275.00	$
Lead Facilitator (Contracted out) - Andrea Cano	40	$ 150.00	$ 6,000.00
Program Director - Wendy Willis	51	$ 150.00	$ 7,650.00
Project Manager - Sarah Giles	111	$ 100.00	$ 11,100.00
Project Associate	0	$ 85.00	$
Staff Support - Student Worker	115	$ 20.00	$ 2,300.00
TRAVEL (calculated at 1/2 cost - will be updated upon Fiscal Dept review)	50		$ 3,375.00
Total Hours	367		
SUBTOTAL LABOR			$ 30,425.00

OTHER DIRECT COSTS	Units	Cost/Unit	Subtotal
Meeting Expenses/Hosting ($100 per meeting)	4	$100.00	$ 400.00
Lodging (# nights @ $134/night + 10% tax)	6	$147.40	$ 884.40
Per diem (# travelers x # days @ $42.75 (first/last) & # days @ $57/middle	8	$42.75	$ 342.00
Mileage from PDX	798	$0.545	$ 434.91
Parking / Other Travel			$
Postage and Delivery		$ 1.00	$
Copying/Printing (# pages per meeting)		$ 0.05	$
Conference Calls		$ 10.00	$
Other expenses (specify) OHM Data Analysis	1	$ 8,000.00	$ 8,000.00
SUBTOTAL OTHER DIRECT COSTS			$ 10,061.31
TOTAL DIRECT COSTS			**$ 40,486.31**
PSU Administrative Overhead / Indirect Costs		0.2	$ 2,012.26
TOTAL PROJECT COST			**$ 42,498.57**

Note: Task hour allocations and budgeted amounts are estimates only - actual allocation of hours among tasks and actual costs may vary from estimate