

**SUSTAINABLE CITY YEAR PROGRAM AGREEMENT
BETWEEN UNIVERSITY OF OREGON AND CITY OF SALEM
MASTER AGREEMENT NO. 221000-01884**

This Master Agreement (“Agreement”) is between the City of Salem, in Oregon (“Client”), and the University of Oregon (“University”), together, “the Parties.”

RECITALS:

Client provides a variety of services, programs and infrastructure to meet the needs of Client area residents, businesses, and visitors. To better serve the community, Client proactively pursues partnership and grant opportunities to address known redevelopment, economic development, transportation and parks planning, and general planning needs, subject to available staff time and funding.

Each year, the University selects a community in Oregon with which to develop an engagement through the Sustainable City Year Program (“SCYP”) program of the University’s Sustainable Cities Institute (“SCI”). Through collaboration with the selected community, SCI seeks to promote research, education, service, and public outreach related to the development of livable communities and sustainable cities.

SCYP is a collaboration of faculty and students from multiple academic disciplines, including architecture, landscape architecture, business, journalism, public policy and management, law, and others. Focused on enhanced student learning through an examination of the real-world issues facing local government, SCYP is funded through a variety of grant resources and a match from the selected community.

For its 2023-2024 Winter and Spring Terms, the University has selected Client for the SCYP Program.

Client expects to dedicate staff time and resources for SCYP projects from fund sources appropriated and identified in Client’s 2023-2024 FY budgets for Client to support each project, pending Client budget approval.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Period of Performance

This Agreement is effective on June 26, 2023 and will terminate on September 30, 2024. This Agreement may be extended by mutual written agreement of the parties.

2. Task Orders

“Task Order” refers to the document which authorizes performance of specific classes, or other deliverables, each, “a Project”, under this Agreement. A template Task Order is attached as **Exhibit A**. University will perform the services described in each Task Order that has been fully signed by authorized representatives of the parties.

Memoranda of Collaboration (MOC). An MOC will accompany each Task Order and will describe the specific deliverables to be performed for each Project and will include the following:

- 2.1.** A description of the purpose of each class or other deliverables;
- 2.2.** Identified objectives and deliverables;
- 2.3.** A timeline and major milestones;
- 2.4.** Cost per project, and
- 2.5.** Client and University Project-specific contact information.

3. Project Duties.

3.1. Duties of Client. Client will develop up to 20 projects and collaborate with the University to create an MOC for each class-matched Project. Client will provide technical assistance and relevant information in support of the Projects, including but not limited to existing data sets and previously prepared reports, findings, architectural plans and maps, and stakeholder or public engagement activity summaries. Client may be asked to host in-person or remote University student field trips in an effort to establish context for each Project and if needed, provide meeting space for the University student field trips if permitted in accordance with local and/or state health regulations. Client will participate in mid-course reviews of University student progress, end of term final presentations, and year-end activities. Client will organize stakeholders or public engagement activities as necessary in support of each Project. Client may involve its public partners as well as private for profit and nonprofit entities in the SCYP subject to University approval.

3.2. Duties of University. The University will, consistent with the MOC for each Project, prepare and provide final reports and University student-generated materials in electronic and paper format. The final reports will present a summary of coursework, key findings, examples of student work, and recommendations for each Project. The final report for each Project will include a summary of the work done over the term as well as an executive summary (if applicable) that highlights lessons learned and key takeaways. University will provide and supervise University students familiar with the Projects to assist in the development of the final reports. The University will assist the Client with planning at least one in-person or remote event in Client city to kick off and/or to conclude the SCYP year to involve University faculty and students and Client officials and staff.

4. University Obligations. In addition to other obligations as set forth in this Agreement, the University will have the following obligations:

4.1. University will provide recommendations related to the development of livable communities and sustainable cities as specifically related to each MOC for each Project issued by Client and approved by University. The obligations defined and described in each individual MOC will thereafter be referred to as “Work.”

4.2. Client will not be responsible for providing the University with any labor, materials, supplies, equipment, office space, shop space, reference and background data and information, and all other things necessary for the performance of the Work described in each MOC, except as otherwise expressly provided herein.

5. Client’s Obligations. Client will pay University the agreed upon fixed fee for each project as set forth in this payment schedule, to be invoiced **at the end of Week four of each term.**

5.1.

Summer Term (begins 6/26/23) – Total of project fees per all Summer term MOCs

Fall Term (begins 9/26/23) – Total of project fees per all Fall term MOCs

Winter Term (begins 1/8/24) – Total of project fees per all Winter term MOCs

Spring Term (begins 4/1/24) – Total of project fees per all Spring term MOCs.

Total reimbursement paid by Client to the University for all the Projects under this Agreement will **not exceed \$150,000.**

5.2 Client will ensure that all payments of the invoiced amounts shall be made by the electronic transfer of funds or by check within 30 days of receipt of invoices from the University.

6. Invoice and Payment Addresses.

6.1. Invoice Address. University will submit invoices to:

City of Salem
c/o Accounts Payable
555 Liberty Street SE, Room 230
Salem, OR 97301
Email: accountspayable@cityofsalem.net

6.2. Payment Address. Client will submit payments to:

University of Oregon
c/o Cashiers
P.O. Box 3237
University of Oregon
Eugene, OR 97403-0327

7. Funds Available and Authorized.

Client certifies at the time of signing each Task Order that within Client's current appropriation or limitation it has sufficient funds available and authorized for expenditure to cover all payments that Task Order requires.

8. Termination.

Both parties may mutually agree to terminate this Agreement at any time. Either party may terminate this Agreement with 30 calendar days written notice to the other party's Business Contact. If Client terminates this Agreement, it will pay University for services rendered, work performed, non-cancellable obligations agreed to before the termination date by Client, and costs incurred up to the termination date in conformance with each Task Order.

9. Ownership of the Work Product.

9.1. University Work Product. All work product and intellectual property including, without limitation, any inventions, improvements and discoveries conceived including, all computer software, copyrightable works, material, reports and data created in the course of performance of the Work ("Work Product") University produces under this Agreement is the property of University. University grants to Client a royalty-free, non-exclusive, non-commercial and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, that Work Product.

9.2. Client Work Product. All Work Product Client produces under this Agreement is the property of Client. Client grants to University a royalty-free, non-exclusive and irrevocable license to reproduce, publish, otherwise use, and to authorize others to use, that Work Product for research and educational purposes.

9.3. Joint Work Product. Client and University are joint owners of and both may reproduce, publish or otherwise use, and to authorize others to use the Work Product produced by both parties jointly under this Agreement.

9.4. Infringement Indemnification. Subject to the limitations specified in Section 17 of this Agreement, to the extent allowed under the Oregon Constitution and Oregon Tort Claims Act, Client will fully indemnify and hold harmless University, its agents, officials and employees from any and all claims, demands, suits, actions, proceedings, losses, liabilities, damages, awards and costs of every kind and description (including reasonable attorney's fees and expenses at trial, on appeal and in connection with any petition for review), which may be brought or made against University its agents, officials or employees and arising out of or related to the infringement of any state or federal copyright, trademark or any other applicable intellectual property laws caused by University's use of Client Work Product as provided under this Agreement. Client will promptly notify University in writing of any action, claim or demand which Client reasonably expects to result in an indemnifiable loss. To the extent allowed under the Oregon Constitution and Oregon Tort Claims Act, University will fully indemnify and hold harmless Client, its agents, officials, and employees from any and all claims, demands, suits, actions, proceedings, losses, liabilities, damages, awards and costs of every kind and description (including reasonable attorney's fees and expenses at trial, on appeal and in connection with any petition for review), which may be brought or made against Client its agents, officials, or employees and arising out of or related to

the infringement of any state or federal copyright, trademark or any other applicable intellectual property laws caused by Client's use of University Work Product as provided under this Agreement. University will promptly notify Client in writing of any action, claim or demand which University reasonably expects to result in an indemnifiable loss

10. Insurance.

University is self-insured under ORS Chapter 352.107, with adequate levels of excess liability insurance. The City of Salem is self-insured for commercial liability, with adequate levels of excess liability insurance. The City of Salem is further insured for transportation and auto liability under ORS Chapter 806.130, with adequate levels of excess liability insurance.

11. Notice and Contacts.

11.1. Notices. Except as otherwise expressly provided in this Agreement, the parties will provide any communications or notices in writing by personal delivery, first-class mail (postage prepaid) or email to the other party at their address set forth below unless either party has designated a different contact with a previous notice.

11.2. Effective Date. All notices that a party mails are effective three (3) days after the party mails the notice. All notices a party sends by facsimile or email are effective when the transmitting machine generates receipt of the transmission. All communications or notices a party delivers in person are effective when that party actually delivers the notice.

11.3. Contacts.

Communications concerning work to be performed under this Agreement will be sent to:

Client (Technical)
Courtney Knox Busch
Strategic Initiatives Manager
City of Salem, City Manager's Office
555 Liberty Street SE, Suite 200
Salem, OR 97301-3513
(503) 540-2426
cbusch@cityofsalem.net

University (Technical)
Megan Banks
Program Director
Sustainable City Year Program
1209 University of Oregon
Eugene, OR 97403-1209
(541) 346-6395
mbanks@uoregon.edu

Invoices and communications in regard to this Agreement will be sent to:

Client (Business)
Same as Technical Contact

University (Business)
Same as Technical Contact

12. Confidential Information.

12.1. Client Confidential Information. "Confidential Information" is any materials, written information, and data that the Client marks "Confidential" or non-written information and data that the Client discloses and identifies at the time of disclosure to University as confidential and later reduces to writing and transmits to University within 30 days of their non-written disclosure. University agrees to use the same degree of care it uses to protect its own confidential information and, to the extent permitted by law, including but not limited to the Oregon Public Records Law. University's obligations in this section do not apply to information in the public domain or that University independently knows or obtained. Client hereby acknowledges that any confidential information it discloses to University, or any duty of the University to destroy records upon completion of use, is subject to the provisions of the Oregon Public Records laws.

12.2. University Confidential Information. "Confidential Information" is any materials, written information, and data that the University marks "Confidential" or non-written information and data that the University discloses and identifies at the time of disclosure to Client as confidential and later reduces

to writing and transmits to Client within 30 days of their non-written disclosure. Client agrees to use the same degree of care it uses to protect its own confidential information and, to the extent permitted by law, including but not limited to the Oregon Public Records Law. Client's obligations in this section do not apply to information in the public domain or that Client independently knows or obtained. University hereby acknowledges that any confidential information it discloses to Client, or any duty of the Client to destroy records upon completion of use, is subject to the provisions of the Oregon Public Records laws.

13. Family Educational Rights and Privacy Act.

Client agrees to protect the confidentiality of student information and to comply with the Family Educational Rights and Privacy Act of 1974 (FERPA) and its implementing regulations, specifically 20 U.S.C. 1232g, 34 C.F.R. § 99.1 et seq., and University Policy 571-020, with respect to any redisclosure of personally identifiable information from education records obtained from the University.

14. Independent Contractors.

The Parties are independent contractors and nothing in this Agreement creates a partnership, agency, or joint venture between the parties. Neither party has the power to bind or obligate the other in any manner, other than as this Agreement expressly sets forth. Each party is responsible for wages, hours, benefits, taxes, and workers' compensation, and conditions of employment of their respective personnel under this Agreement.

15. Choice of Law; Jurisdiction, Venue.

This Contract will be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, or suit between University and Client will be brought and conducted solely and exclusively in the Circuit Court for Marion County for the State of Oregon. However, if any claim, action, or suit must be brought in a federal forum, it will be brought and conducted exclusively in the United States District Court for the District of Oregon.

16. Indemnity.

16.1. University. To the fullest extent permitted by the laws of the State of Oregon, including the Oregon Tort Claims Act, ORS 30.260 et seq., University will protect, indemnify, and save Client harmless from and against any damage, cost or liability for any or all injuries to persons or property arising from University or its employees' or agents' acts or omissions under this Agreement.

16.2. Client. To the fullest extent permitted by the laws of the jurisdiction in which Client's headquarters is located, including the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 et seq., Client will protect, indemnify, and save University harmless from and against any damage, cost or liability for any or all injuries to persons or property arising from Client or its employees' or agents' acts or omissions under this Agreement.

16.3. Limitation of Liability. The parties agree that to the fullest extent permitted by law, neither party shall not be liable to the other party for any special, indirect, or consequential damages whatsoever, whether caused by negligence, errors, omissions, strict liability, breach of contract, breach of warranty or other cause or causes whatsoever, including but not limited to, loss of profits or revenue.

17. Sovereignty.

Nothing in this Agreement is a waiver of Oregon's or Client's sovereign or governmental immunities.

18. Survival.

All provisions of this Agreement that would reasonably be expected to survive the termination of this Agreement will do so.

19. Severability.

If a court of competent jurisdiction determines any term or provision of this Agreement is invalid or unenforceable to any extent, it will not be affected the remainder of this Agreement, and each term and provision of this Agreement will remain valid and enforceable to the fullest extent law allows.

20. No Third Party Beneficiaries.

University and Client are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons

21. Compliance.

The parties agree to comply with all applicable Federal and state laws, including but not limited to those regarding nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, or disability.

22. Non-Waiver.

If either party fails to enforce any provision of this Agreement, it does not constitute that party’s waiver of that or any other term or provision of this Agreement.

23. Execution and Counterparts.

The parties may execute this Agreement in counterparts, and via facsimile or electronically transmitted signature (i.e. emailed scanned true and correct copy of the signed Agreement), each of which the parties will consider an original and all of which together will constitute one and the same agreement. At the request of a party, the other party will confirm facsimile or electronically transmitted signature page by delivering an original signature page to the requesting party.

24. Entire Agreement; Modification.

This Agreement, including all exhibits and attachments, constitutes the sole agreement between the parties with respect to is subject matter. The parties may only amend it in writing signed by an authorized representative of each party. Executed Task Orders may only be amended in a writing signed by authorized representatives of each party.

CLIENT

UNIVERSITY OF OREGON

Keith Stahley
Keith Stahley (Jun 1, 2023 14:21 PDT)

Heather Nelson

Signature

Signature

Keith Stahley

Heather Nelson

Name

Name

City Manager Jun 1, 2023

Contracts Officer Jun 1, 2023

Title Date

Title Date

Tax ID No. 93-600249

Tax ID No. 46-4727800

Email: KStahley@cityofsalem.net

Exhibit A–Template Task Order Cover Sheet

MEMORANDUM OF COLLABORATION

University of Oregon – City of Salem

Sustainable Cities Institute

Task Order No. _____

Pursuant to the MASTER AGREEMENT (“Agreement”) between _____ (“Client”) and University of Oregon (“University”) effective _____, University will undertake this Task Order as follows:

1. University staff will provide the services described in Attachment 1, attached hereto and incorporated herein.
2. Period of Performance in conformance with the Agreement requirements and specific requirements of Attachment 1.
3. Fixed Fee: \$XX,XXX, payable per Section 6 of this Agreement.
4. Funds Available and Authorized. Client certifies at the time of signing this Task Order that within Client’s current appropriation or limitation it has sufficient funds available and authorized for expenditure to cover all payments that this Task Order requires.
5. Additional Terms: none
6. All other Terms and Conditions of the Agreement apply.

Acknowledged and accepted:

UNIVERSITY OF OREGON

CITY OF SALEM

By: _____

By: _____

Name: _____

Name: Keith Stahley

Title: _____

Title: City Manager

Date: _____

Date: _____

Email: KStahley@cityofsalem.net











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Final Audit Report

2023-06-01


Created:	2023-05-31
By:	Heather Nelson (hnelson7@uoregon.edu)
Status:	Signed
Transaction ID:	CBJCHBCAABAADmv8wF0y-Po18n7BwJYt4BsiPKDAqb94

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-  Document created by Heather Nelson (hnelson7@uoregon.edu)
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-  Signer kstahley@cityofsalem.net entered name at signing as Keith Stahley
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Signature Date: 2023-06-01 - 9:21:05 PM GMT - Time Source: server- IP address: 199.48.39.208
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 Document e-signed by Heather Nelson (hnelson7@uoregon.edu)

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 Agreement completed.

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