

**INTER-GOVERNMENTAL AGREEMENT (IGA)
For the Hatfield Resident Fellows Program**

This Inter-governmental Agreement (this "Agreement") is by and between the State Board of Higher Education, acting by and through Portland State University on behalf of its Mark O. Hatfield School of Government ("PSU") and the City of Portland, by and through the Office of Management and Finance ("AGENCY"), individually the "Party", collectively the "Parties", hereinafter.

AGENCY INFORMATION

Representative: Andrew Scott
Title: Financial Planning Manager
City of Portland
Office of Management & Finance

Address: 1120 SW 5th Ave., Rm 1250
Portland, Oregon 97204

Telephone: 503-823-6845

PSU INFORMATION

Representative: Jennifer Schmid
Title: Office Administrator
Portland State University
Hatfield School of Government
Center for Public Service
PO Box 751 (PA – ELI)
Portland, Oregon 97207 - 0751
Telephone: 503-725-8261

1. Effective Date and Duration

This Agreement shall become effective upon _____ and shall expire on March 31, 2013, unless extended or terminated sooner under provisions identified within this Agreement.

2. Background

The Center for Public Service ("CPS") and Mark O. Hatfield School of Government at Portland State University hosts several highly competitive fellowships that are designed to bring national class talent to Oregon public enterprises. Taken together, the family of fellowships is known as the Next Generation Initiative. The network of recruitment sources currently extends to more than 50 leading universities, including Duke, Harvard, Syracuse, University of Michigan, University of Chicago, University of Texas, University of Wisconsin, University of California at Berkeley, University of California at Los Angeles, as well as PSU, Oregon State University, Willamette University, and the University of Oregon.

The Next Generation Initiative recruits national class talent for Oregon and provides training and leadership development opportunities for candidates through its Hatfield Resident Fellows Program. By targeting and selecting the best candidates, the Hatfield Resident Fellows Program helps to build capacity in Oregon by increasing the number of leaders who are devoted to public service. The Hatfield Resident Fellows Program also focuses on providing candidates with leadership opportunities and experience.

The purpose of this Agreement is to develop a uniform and universal instrument that makes it simple for public agencies to participate in the array of fellowship programs offered by PSU.

3. Scope of Cooperation**A. PSU agrees to:**

1. Recruit and select a Fellow that matches AGENCY's needs.
2. Coordinate the recruitment and selection of a replacement in the event that the Fellow terminates their relationship with the Hatfield Resident Fellows program before completing the duties described in the Hatfield Resident Fellows program Statement of Work ("SOW"), which will be based on the form included as Exhibit A, hereby incorporated by reference. If PSU is not able to provide a suitable replacement Fellow, PSU shall pro-rate the AGENCY fee accordingly based on the number of weeks left in the assignment. AGENCY reserves the right to request a replacement Fellow where assigned Fellow fails to deliver projects identified in the SOW timely and professionally exercising reasonable due diligence and care.

3. Use funds from the Sponsorship Fee (defined below) to compensate Fellow(s) for their participation in the fellowship program as set forth in this Agreement.
4. Provide orientation sessions for Fellow(s) and AGENCY representative who will assume supervisory responsibilities for the Fellow(s).
5. Arrange for additional leadership development and networking opportunities that introduce Fellow(s) to Oregon's unique structure of local, city and state government and key decision makers.
6. Provide ongoing program evaluation.
7. Provide Fellow with supervision and discipline to ensure Fellow complies with AGENCY's workplace work rules and expectations while engaging in the project(s) identified on SOW on behalf of AGENCY.

B. Agency agrees to:

1. Provide a non-renewable placement not-to-exceed a duration of 32 hours a week for 32-weeks for each Fellow from August 1, 2012 through March 15, 2013. This placement includes a winter break from December 24, 2012 through and including January 2, 2013.
2. Complete a SOW for each Fellow. The SOW will provide information for the specific Fellow participating in the Hatfield Resident Fellows program and the project(s) to be performed. The SOW should include the identity of the individual who will assume supervisory responsibilities for the Fellow and duties to be completed during the duration of the Fellowship. The SOW is intended to ensure that the Fellow(s) perform project-focused work that is line with the attached Job Description under adequate supervision encompassing new AGENCY activities.
3. Evaluate and provide feedback on each Fellow upon request by PSU.

4. Consideration

- A. AGENCY agrees to pay PSU, from available and authorized funds, the amount of \$35,000 per Fellow (the "Sponsor Fee") during the life of this Agreement. The Sponsor Fee consists of the Fellow's wages and PSU's administrative costs. See Exhibit B, hereby incorporated by reference, for a detailed description of the Hatfield Resident Fellows program, an Explanation of Fee Schedule, and a Fee Schedule Example.
- B. The SOW executed between AGENCY and the assigned Fellow shall be completed prior to commencement of the Fellow's placement and shall define the actual work to be performed by each Fellow (ref. Exhibit A). Each SOW shall be submitted to the following PSU location for approval and shall clearly identify AGENCY:

Center for Public Service
 Portland State University
 PO Box 751 (PA- ELI)
 Portland, OR 97207 – 0751
 Attn: Fellowship Coordinator
 Telephone: 503-725-8228
 Facsimile: 503-725-5111
 Email: publicservice@pdx.edu

- C. Administrative fees (included in the Sponsor Fee) for the Hatfield Resident Fellows program (beyond the payment of wages to the Fellows) cover expenses related to program administration, recruitment and placement of the Fellow, delivery of the 5-day orientation and training institute provided for the Fellow in July, and ongoing leadership development and mentoring over the term of the placement (exact amounts may vary among programs and over time).
- D. The Sponsor Fee(s) shall be paid quarterly by Agency to PSU per the following schedule based on \$35,000 per Fellow:

An initial deposit in the amount of \$5,570 will be due no later than July 31, 2012 to reserve a Fellow.

A second payment in the amount of \$8,360 will be due no later than September 30, 2012.

A third payment in the amount of \$12,170 will be due no later than December 31, 2012.

A fourth and final payment in the amount of \$8,900 will be due no later than March 31, 2013.

Payment shall be made to PSU within thirty (30) days of receipt of invoice.

5. Captions

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

6. Expenses

Work-related costs are not included in the Sponsor Fee, and AGENCY is responsible for any such costs, including authorized work-required transportation, office supplies, materials, and other expenses as identified. Any equipment assigned to a Fellow under this Agreement shall be governed by the rules and policies of AGENCY.

Fellows are not eligible to receive health or other employment-related benefits from AGENCY or PSU.

7. Amendments

The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever, except by written Amendment signed by both Parties.

8. Funds Available and Authorized

The Parties certify at the time this Agreement is executed that sufficient funds are available and authorized for expenditure to finance costs and obligations of this Agreement within the Parties current biennial appropriation or expenditure limitation, provided, however, that continuation of this Agreement or any extension, after the end of the fiscal period in which it is written, is contingent upon a new appropriation or limitation for each succeeding fiscal period for the purpose of this Agreement. In the event of such Non-Appropriation, the affected Party shall immediately notify the other Party of its intent to terminate this Agreement without penalty. In the event of termination under this Section 8, Sponsor Fees shall be prorated based on the date of termination.

9. Termination

- A. This Agreement may be terminated by the mutual consent of the Parties at any time or by either Party upon thirty (30) days prior written notice to the other Party.
- B. Termination or modification of this Agreement shall be without prejudice to any obligations or liabilities incurred by either Party prior to such termination. Upon receiving a notice of termination, the Party receiving the notice shall immediately cease all activities under this Agreement. Upon termination, each Party shall deliver to the other Party all Agreement documents, information, works-in-progress and other property that are or would be deliverables had the Agreement been completed.

10. 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 contract.

11. Independent Contractor Relationship/Insurance

PSU through its employees, officers and agents, will provide the services described in this Agreement as an independent contractor, and nothing herein shall be interpreted or construed as creating or establishing the

relationship of employer/employee, principal/agent, partnership, joint venture, association, or any other type of legal or business relationship between AGENCY and PSU or between PSU and AGENCY. Each Party shall be solely responsible for paying its own taxes (federal, state, and local of any type or amount); the consideration owed to its own contractors and agents; its operational expenses; the wages, salaries, benefits, withholdings, and assessments for its employees (including, for example, federal and state income taxes, Social Security, Medicare, unemployment insurance, workers compensation, pension or retirement, medical or life insurance); and the damages or settlements for claims arising from the negligent, reckless, or intentional acts of its employees or agents, all without contribution from the other Party.

Notwithstanding the placement of Fellow in the City's work environment, the performance of the projects identified in the SOW or the requirement to comply with workplace rules on AGENCY site, the Fellow is not an employee of the City, shall have no expectation of wages or compensation from the City and is not eligible for benefits through the City, including without limitation, federal social security, health benefits, workers' compensation, unemployment compensation and retirement benefits.

AGENCY shall have no right to direct or control the manner or method by which PSU provides the services that PSU agrees to provide through this Agreement.

The Parties acknowledge that they are self-insured entities and responsible for providing workers compensation insurance to their own employees as required by law. Each Party shall immediately notify the other, not more than thirty (30) days after, if either Party's self-insurance should lapse or in any way become ineffective. Each Party's self insurance shall be maintained at levels to exceed the Oregon Tort Claims Act liability limits applicable to the Party and in sums that would be commercially reasonable to protect the Parties' interests in this Agreement. It is PSU's responsibility to ensure that its Fellows have liability insurance and health care coverage as needed for participation and activities in the fellowship program.

12. Access to Records/Confidentiality

PSU and AGENCY, and their duly authorized representatives shall have access to the books, documents, papers, and records, otherwise privileged under law, of the Oregon Fellowships program which are directly pertinent to this specific Agreement for the purpose of making audit, examination, excerpts, and transcript.

Work product, including reports and research data, in any form produced in the projects shall be owned by the City. The City shall have the right to use all such deliverables for its own purposes, to allow third party to access and use the deliverables and to modify the deliverables at its own option.

PSU understands that the Fellow will be expected to: refrain from using, disseminating or discussing the contents of information gained in the course of or by reason of fellowship at the City with persons who are not involved in City matters, prior to being permitted to do so by the City or prior to when the information is non-public, privileged or confidential; refrain from using or attempting to use fellowship placement at the City to obtain financial gain or avoid financial detriment for him/herself, his/her relative or a member of his/her household where the gain or detriment would not otherwise be available but for the fellowship placement; not attempt to further personal gain through the use of confidential, privileged or non-public information gained in the course of or by reason of the fellowship or activities on behalf of the City; avoid appearance of impropriety; and disclose to City's IGA representative any potential or actual financial conflicts of interests, and any information that would impair the Fellow's ability to perform objectively and diligently in the projects identified in the SOW for the City.

13. Non-Discrimination

In their respective performances of this Agreement, no Party shall unlawfully discriminate against any person on the basis of race, ancestry, national origin, color, sex, disability, age, religion, marital status or sexual orientation. Moreover, each Party shall comport its performance with all applicable Federal and State anti-discrimination acts and associated regulations.

14. Notices

All notices regarding this Agreement should be sent to the Parties at the following addresses:

To AGENCY: City of Portland
Office of Management and Finance
 Attention: Andrew Scott, Financial Planning Manager
 1120 SW 5th Ave., Rm 1250
 Portland, Oregon 97204
 Telephone: 503-823-6845
 Facsimile:
 Email:

To PSU: Center for Public Service
 Portland State University
 PO Box 751, MC: PA-ELI
 Portland, OR 97207
 Attn: Fellowship Coordinator
 Telephone: 503-725-8261
 Facsimile: 503-725-5111
 Email: schmidjl@pdx.edu

WITH A COPY TO:

Portland State University
 Business Affairs Office Purchasing
 PO Box 751, MC: PUR
 Attn: Contracts Officer
 Portland, OR 97207-0751
 Telephone: (503) 725-3441
 Facsimile: (503) 725-7873

15. Contribution^[LSL1]

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 the State is jointly liable with the City (or would be if joined in the Third Party Claim), PSU 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 PSU on the one hand and of the City 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 PSU 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. PSU's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if PSU had sole liability in the proceeding.

With respect to a Third Party Claim for which the City is jointly liable with PSU (or would be if joined in the Third Party Claim), the City 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 PSU in such proportion as is appropriate to reflect the relative fault of the City on the one hand and of PSU 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 the City on the one hand and of PSU 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. The City's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

16. Governing Law

This Agreement shall be governed construed in accordance with the laws of the State of Oregon, without resort to any jurisdiction's conflicts of law rules and doctrines. Any litigation between PSU and AGENCY that arises out of or relates to performance of this Agreement shall occur, if in the state courts, in the Circuit Court of Multnomah County for the State of Oregon, and if in the federal courts, in the United States District Court for the District of Oregon.

17. FERPA [LSL2]

As required by the 20 USC 1232(g) (Family Educational Rights and Privacy Act, "FERPA"), and ORS 326.565, the Agency shall not disclose any information or records regarding students or their families that Agency may learn or obtain in the course and scope of its performance of this Agreement, except as otherwise allowed by this Agreement. The parties acknowledge that Agency is a "school official" for purposes of FERPA and PSU's Student Records Policy and recognize that FERPA imposes strict penalties for improper disclosure or re-disclosure of confidential student information, including but not limited to denial of access to personally identifiable information ("PII") from education records for at least five years (34 CFR 99.33(e)). Therefore, consistent with FERPA's requirements, PII obtained by Agency in the performance of this Agreement may not be re-disclosed to third parties without the written consent of the student's parent/guardian and must be used only for the purposes identified in this Agreement.

18. Merger

This Agreement, including Exhibit A and Exhibit B, and all executed SOWs, if any, constitute 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. Signatures

AGENCY and PSU, by the signature of their authorized representatives, hereby acknowledge that they have read this Agreement, understand it, and agree to be bound by its terms and conditions. This 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. AGENCY and PSU agree that they may conduct this transaction by electronic means, including the use of electronic signatures.

AGENCY - City of Portland:

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

Signature Date

Center for Public Service Date

Printed Name

Title

Contracts Officer Date

185388

Approved As to Form

City Attorney

EXHIBIT A**Hatfield Resident Fellows Program Statement of Work (SOW)**

The purpose of this SOW is to outline the project(s) that will be performed by the Hatfield Resident Fellow, the products that will be delivered, and the responsibilities of both Agency and the Fellow. The work described in the SOW shall reflect new or unique project specific activity not day-to-day operational tasks. This SOW must identify the requirements and deliverables of the work at hand in sufficient detail to ensure the interests and obligations of both Parties are understood prior to the start of the Fellowship. This SOW is subject to the terms and conditions set forth in that certain Inter-governmental Agreement (the "Agreement") dated _____ between Agency and Portland State University. Any capitalized terms not defined herein shall have the meanings given to such terms in the Agreement.

Both the Fellow and sponsoring Agency should keep a copy of this Exhibit and send a third copy to the following address for approval:

**Center for Public Service
Portland State University
PO Box 751 (PA-ELI)
Portland, OR 97207 – 0751
Attn: Fellowship Coordinator
Facsimile: 503-725-5111**

Name of Fellow
(insert)

Name of AGENCY
City of Portland Office of Management and Finance (OMF)
Financial Planning Division (FPD)

Agency Address
1120 SW 5th Avenue, Room 1250
Portland, OR 97204

Agency Representative/Supervisor for this Project
Andrew Scott, Financial Planning Manager

Agency Representative/Supervisor Contact Information (telephone, fax and email)
(503)823-6845

Start Date
August 2012

End Date
May 2012

Project Description & Objectives

The Hatfield Resident Fellow will assist Financial Planning Division with special projects as directed by the Mayor and Council. One of the key projects will involve the Fellow working with FPD staff to integrate the Portland Plan with the City's budget process. To this end, the Fellow will work with FPD and key City bureau staff to develop appropriate metrics to measure progress toward achieving bureaus' respective 5-year action plan goals (actions) stated in the Portland Plan. This will involve working directly with City bureau staff to evaluate the data currently tracked and/or reported on by bureaus

Project Deliverables

In addition to working with FPD and City bureau staff on the broader task of Portland Plan integration into the budget process, the fellow will focus on the tasks of connecting existing, and developing new, performance measures relevant to the Portland Plan action areas. At the close of the fellowship commitment, the desired work

product will be established metrics, and the strategies for tracking and measuring metrics over a five-year period, for key Portland Plan action plan areas.

Quality Standards and Acceptance

The standards of acceptance and evaluation of the Hatfield Resident Fellow's work will be guided by a work plan established and agreed upon by the Fellow and the FPD supervisor in advance of the start of the fellowship term.

Completion of Training Institute at Portland State University

Both Parties agree that the Fellow shall be released from their normal project duties for a 5-day orientation and training institute (on topics such as performance measurement and management, public sector financial management, e-government, and sustainability) held July 9-10, 2012 and July 18-20, 2012 at Portland State University. Both Parties agree that the Fellow shall complete a 1-credit course each quarter at PSU which will require the Fellow to attend sessions at PSU's campus 1-2 business days each month.

Other Salient Information (insert)

Exhibit B**Hatfield Resident Fellows Program**Overview:

- Highly competitive 32-week, full-time commitment
 - Fellows submit a resume, writing sample(s), letters of reference and complete an interview
- Fellows receive a total amount of \$20,000 paid in salary over the course of the fellowship. Fellows are placed with state and local agencies, and not for profits located in Oregon; some in Washington and California
- Fellows attend a 5-day orientation and team building session at PSU in July and a series of networking events throughout the program
- All Fellows will attend continuing education and networking events throughout the program
- All Fellows complete a 1-credit class at PSU each quarter. (Fellow is responsible for the cost of these classes. Tuition is \$450 per credit)

Agreement Mechanism and Consideration:*Sponsor Agency*

- Provide a scope of work that describes project objectives, deliverables, and acceptance criteria in keeping with the attached Job Description;
- Sign an intergovernmental agreement which is reviewed/approved by PSU's Contracts Office ; and
- Provide a total amount of \$35,000 per Hatfield Fellow.
 - This sum covers expenses related to program administration such as the recruitment and placement of the Fellows, the 5-day orientation provided for the Fellows in July and payment of the Fellow's salary.

Hatfield Resident Fellows

- Each Fellow signs a Wage Agreement and completes the PSU new hire HR process.

Fee Schedule Example:

PROGRAM	WEBSITE	2012 SPONSOR FEE	FELLOW SALARY
Hatfield Resident Fellowship (32 week placement)	http://www.pdx.edu/cps/hatfield-resident-fellows-program	\$35,000	\$20,000

Explanation of Fee Schedule

- **Sponsor Fee** represents the price of sponsorship (what AGENCY will pay PSU) to sponsor one Fellow for 32 weeks. In addition to the Sponsor Fee, Sponsors are responsible for customary work-related costs, including telephone and computer access, workspace, office supplies, materials and other expenses needed for the successful completion of defined tasks.