

PSU Agreement # 22060

**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 acting by and through the Portland Bureau of Transportation ("AGENCY"), individually the "Party", collectively the "Parties", hereinafter.

Portland Bureau of Transportation**PSU INFORMATION**

Representative: Jamie Waltz
Title: Transportation Asset Manager

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

Address: 1120 SW 5th Ave., Ste. 800
Portland, OR 97204

Address: PO Box 751 (PA – ELI)
Portland, Oregon 97207 - 0751

Telephone: 503-823-7101

Telephone: 503-725-8259

1. Effective Date and Duration

This Agreement shall become effective upon the date of the last signature below, and shall expire on February 28, 2014, 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.
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.

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 July 8, 2013 through February 28, 2014. This placement includes a winter break from December 23, 2013 through and including January 3, 2014.
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: NGI Fellowship Coordinator
 Telephone: 503-725-8228
 Facsimile: 503-725-5111
 Email: jennifer.everett@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 4-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, 2013 to reserve a Fellow.

A second payment in the amount of \$8,360 will be due no later than September 30, 2013.

A third payment in the amount of \$12,170 will be due no later than December 31, 2013.

A fourth and final payment in the amount of \$8,900 will be due no later than February 22, 2014.

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

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.

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.

12. Access to Records

PSU, AGENCY, the Oregon Secretary of State's Office 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.

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: Portland Bureau of Transportation
 Attention: Jamie Waltz, Transportation Asset Manager
 1120 SW 5th Ave. Ste 800
 Portland, OR 97204
 Telephone: 503-823-7101
 Facsimile: 503-823-7576
 Email: Jamie.waltz@portlandoregon.gov

To PSU: Center for Public Service
 Portland State University
 PO Box 751, MC: PA-ELI
 Portland, OR 97207
 Attn: NGI Fellowship Coordinator
 Telephone: 503-725-8259
 Facsimile: 503-725-5111
 Email: jennifer.everett@pdx.edu

WITH A COPY TO:
 Portland State University
 FAST - CAPS
 PO Box 751, MC: CAPS
 Attn: Contracts Officer
 Portland, OR 97201-0751
 Telephone: (503) 725-3441
 Facsimile: (503) 725-7873

15. Indemnification

Subject to the Oregon Tort Claims Act (ORS 30.260 through 30.300) and the Oregon Constitution, Article XI Section 7, PSU, the State Board of Higher Education, and their officers agents, employees, and members ("PSU") shall be responsible for all damage to property and injury to persons caused by an intentional or negligent act or omission of PSU, and PSU shall save, indemnify, and hold harmless the AGENCY, its

officers, agents, and employees from all claims, suits, actions, losses, damages, costs and expenses resulting from or arising out of the activities or omissions of PSU related to this Agreement. Subject to the Oregon Tort Claims Act (ORS 30.280 through 30.300) and the Oregon Constitution, Article XI Section 9, AGENCY, its officers, agents and employees ("City") shall be responsible for all damage to property and injury to persons caused by an intentional or negligent act or omission of the City, and the City shall save, indemnify, and hold harmless PSU, its officers, agents, and employees from all claims, suits, actions, losses, damages, costs and expenses resulting from or arising out of the activities or omissions of the City related to this Agreement.

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. 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.

18. 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.

THE CITY OF PORTLAND ACTING BY AND THROUGH
THE PORTLAND BUREAU OF TRANSPORTATION

Signature _____ Date _____

Printed Name _____

Title _____

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

Sara Saltberg 5-29-13
Center for Public Service Date
Assistant Director, CPS

Laren Thomson 5.29.13
Contracts Officer Date
Assistant Director

APPROVED AS TO FORM
James H. Van Dyke
CITY ATTORNEY 5/23/13

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: NGI Fellowship Coordinator
Facsimile: 503-725-5111

Name of Fellow

Tessa Walker

Name of AGENCY

Portland Bureau of Transportation

Agency Address

1120 SW 5th Ave., Ste 800
Portland, OR, 97204

Agency Representative/Supervisor for this Project

Jamie Waltz, Transportation Asset Manager

Agency Representative/Supervisor Contact Information (telephone, fax and email)

Telephone: 503-823-7101

Facsimile: 503-823-7576

Email: Jamie.waltz@portlandoregon.gov

Start Date – End Date

July 15, 2013 – February 28, 2014

(Includes 4-day orientation from July 8, 2013 through July 11, 2013 in addition to two weeks unpaid time off from December 23, 2013 through January 3, 2014)

Project Description & Objectives

Issue:

Maintenance agreements for constructed projects are not stored in one central location. Usually the program that created the maintenance agreement stores those records. Maintenance does not always get those records, so they are left either scrambling to identify ownership/maintenance responsibilities or they maintain the infrastructure that might not be our responsibility to maintain or they fail to know/meet maintenance obligations for City assets.

Implications:

- Maintaining infrastructure that we don't own or maintain means loss of dollars that we could use to maintain infrastructure for which we have maintenance responsibility.
- Not being able to easily search for maintenance responsibilities leads to inefficiency as GIS/data staff and sometimes project managers must search for records and call various people to find where records of maintenance responsibility exist. If none can be found, we might maintain the infrastructure at a cost to our maintenance budgets.
- Failing to identify and maintain all City assets leads to inaccurate budgeting and maintenance plans as well as potential increased future repair and maintenance costs associated with delayed care.

Scope of Work:

- Collect all the records and organize existing maintenance agreements.
- Work across PBOT to identify who creates maintenance agreements and establish a mechanism for obtaining all those records when they are created.
- Create a searchable system (possibly linked with GIS or using a TRIM database) for retrieving maintenance agreements for assets.
- Determine mechanism for searching – key words, dates, location.
- Create ongoing business practices for entering all new maintenance agreements into the new system using a widely accessible format. This will ensure that all future agreements are incorporated into the new system.
- Educate all workgroups involved of new process and integration into business practices. This will require a culture shift in the way we currently do business and will require involvement and support of PBOT leadership.

Project Deliverables

- System in place for documents
- Clearly written policy
- Training plan in place

Quality Standards and Acceptance

- Clearly written meeting notes and documentation of discussions with stakeholders across the bureau
- Documentation and research about best system solutions to implement
- Feedback from stakeholders on process and performance

Completion of Training Institute at Portland State University

Both Parties agree that the Fellow shall be released from their normal project duties for a 4-day orientation and training institute (on topics such as performance measurement and management, public sector financial management, e-government, and sustainability) held July 8-11, 2013 at Portland State University.

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 4-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

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 4-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	2013 SPONSOR FEE	FELLOW SALARY
Hatfield Resident Fellowship (32 week placement)	http://www.pdx.edu/cps/details-of-hatfield-resident-fellowship	\$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.