

PORTLAND STATE UNIVERSITY

INTERGOVERNMENTAL AGREEMENT

This Agreement is entered into between City of Portland, by and through the Bureau of Development Services, hereinafter referred to as SPONSOR, and Portland State University, hereinafter referred to as UNIVERSITY.

RECITALS

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 survey and research related services which shall be described in Task Orders to this Agreement. All Task Orders are hereby incorporated by reference to this Agreement and subject to all its terms and conditions, unless the parties otherwise agree in writing. Each Task Order shall specify the period of performance for the work to be performed. SPONSOR'S Director or their designee, is authorized to execute all Task Orders under this Agreement.

ARTICLE II - AGREEMENT PERIOD

This Agreement shall become effective on the date of last signature and shall remain in effect through the end date of the second and final Task Order (Task Order #2). The Agreement Period may be extended by written agreement of the parties. Costs for each Task Order may be incurred from the date specified in the Task Order.

ARTICLE III - SCIENTIFIC PERSONNEL

Debi Elliott is responsible for the conduct of research under this Agreement for the UNIVERSITY. The UNIVERSITY shall not replace Dr. Elliott without prior written approval of the SPONSOR.

ARTICLE IV - CONSIDERATION

SPONSOR agrees to pay UNIVERSITY for services performed under this Agreement an amount not to exceed seventy-five thousand (\$63,786.86) DOLLARS. The consideration and the budget information for each Task Order shall be set forth in the Task Order. Each Task Order shall specify the date from which costs may be incurred for that Task Order.

Invoices for work accomplished under this Agreement shall be submitted on the schedule specified in the Task Orders to Ross Caron at SPONSOR'S address in Article V below. Payment shall be sent to Portland State University, Sponsored Projects Administration, PO Box 751 (SPA), Portland, Oregon 97207-0751.

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:

Ross Caron
Bureau of Development Services
City of Portland
1900 SW Fourth Avenue, Suite 5000
Portland, OR 97201

If to UNIVERSITY:

Jennifer Ward
Associate Director
Sponsored Projects Administration
Portland State University
PO Box 751 (SPA)
Portland, OR 97207-0751

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 Task Orders. UNIVERSITY shall maintain fiscal records pertinent to this Agreement for at least six (6) 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 VIII - 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 research 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. All usage of the term "Confidential Information" in this Agreement shall be deemed to include the qualifications set forth in the attached Non-Disclosure Agreement, Exhibit A.

ARTICLE IX - 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 the UNIVERSITY is jointly liable with the SPONSOR (or would be if joined in the Third Party Claim), the UNIVERSITY 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 SPONSOR in such proportion as is appropriate to reflect the relative fault of the UNIVERSITY on the one hand and of the SPONSOR 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 UNIVERSITY on the one hand and of the SPONSOR 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 UNIVERSITY's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the UNIVERSITY had sole liability in the proceeding.

With respect to a Third Party Claim for which the SPONSOR is jointly liable with the UNIVERSITY (or would be if joined in the Third Party Claim), the SPONSOR 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 UNIVERSITY in such proportion as is appropriate to reflect the relative fault of the SPONSOR on the one hand and of the UNIVERSITY 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 SPONSOR on the one hand and of the UNIVERSITY 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 SPONSOR'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.

ARTICLE X - 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 XI - 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 XII - DELIVERABLES

UNIVERSITY will provide to SPONSOR the Deliverables described in each Task Order. 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.

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 XIII - 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 XIV - 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.

PORTLAND STATE UNIVERSITY

CITY OF PORTLAND, BY AND THROUGH
PORTLAND BUREAU OF DEVELOPMENT SERVICES

Name: 
Rachelle Richmond
Title: Grants & Agreements Officer

Name: _____
Rebecca Esau
Title: Interim Director, Bureau of Development
Services

Date: 09/14/2017

Date: _____

Employer Tax ID Number: 36-4776757

APPROVED AS TO FORM:

Name: 
City of Portland, City Attorney's Office

Title: Deputy City Attorney

Date: 11.6.17

Exhibit A • NON-DISCLOSURE AGREEMENT

RECITALS

- A. The Parties have entered into the attached Intergovernmental Agreement (IGA) _____.
- B. In furtherance of the Survey work to be done under IGA _____, the CITY will need to disclose certain CITY customer and employee information to PSU that the CITY considers to be Confidential, proprietary and/or a trade secret
- C. In order to protect the Confidentiality of such CITY information, the Parties agree as follows:

AGREEMENT

1. Recitals. The Recitals set forth above are hereby incorporated into this Amendment as though set forth in full herein.
2. Definition of Confidential Information. The term "Confidential Information" is defined in the IGA and includes, but is not limited to, and all tangible or intangible information that is or has been received by PSU from the CITY that is:
 - a) Marked "Confidential" or "Proprietary" by the CITY or bears a mark of similar import;
 - b) Orally disclosed information or information in an intangible form that
 - i) is contemporaneously identified as Confidential information by the CITY and a written statement describing such oral information or information in intangible form and identifying it as Confidential Information is delivered to PSU within thirty (30) days after disclosure; or
 - ii) from all relevant circumstances, a reasonable person would understand that such information is confidential and proprietary to the CITY; or
 - c) Information of the CITY that is not generally known to the public or others who can obtain economic value from its disclosure, misappropriation or use; or
 - d) Information that would be exempt from disclosure under Oregon's Public Records laws.
3. Maintenance of Confidentiality. PSU shall treat as confidential any CITY Confidential Information that has been made known or available to PSU or that PSU has received, learned, heard or observed; or to which PSU has had access. PSU shall use CITY Confidential Information exclusively for the CITY's benefit and in furtherance of the Products and/or Services provided by PSU under this IGA _____. Except as may be expressly authorized in writing by the CITY, in no event shall PSU publish, use, discuss or cause or permit to be disclosed to any other person such CITY Confidential Information, PSU shall (1) limit disclosure of the CITY Confidential Information to those directors officers, employees and agents of PSU who need to know the CITY Confidential Information in connection with the CITY Project, (2) exercise reasonable care with respect to the CITY Confidential Information, at least to the same degree of care as PSU employs with respect to protecting its own proprietary and confidential information and (3) return immediately to the CITY, upon its request, all materials containing CITY Confidential Information, in whatever form, that are in PSU possession or custody or under its control. PSU is expressly restricted from and shall not use Confidential intellectual property of the CITY without the CITY's prior written consent
4. Excluded Information. Confidential Information shall not include information that:

- (a) Is information about either Party or its products that was in the possession of the other Party prior to its receipt without an obligation to maintain its confidentiality;
 - (b) Is or becomes generally known to the public without violation of this NDA;
 - (c) Is obtained from a third party without an obligation to maintain its confidentiality;
 - (d) Is independently developed by the Party without use of the other Party's information;
 - (e) Is disclosed by a Party with the prior written consent of the other Party; or
 - (f) Is disclosed pursuant to the requirement or request of an individual, governmental agency or court of competent jurisdiction to the extent such disclosure is required by a valid law, regulation or court order and sufficient notice is given by one Party to the other Party of any such requirement or request in order to permit the Party to seek an appropriate protective order or exemption from such requirement, request or order.
5. Data Security Requirements: PSU shall comply with all CITY information confidentiality and data security rules, regulations, standards, practices, and procedures, as described in this Non-Disclosure Agreement, with respect to transfer, communication or dissemination of CITY Confidential Information on any media (including, but not limited to, email, paper, tape, computer memory, disk, CD, portable disk, thumb drive, and flash drives).
6. Use and Protection of Confidential information. PSU AGREES THEY SHALL ONLY USE CITY CONFIDENTIAL INFORMATION FOR THE PURPOSES OF: Creating a sample survey, distributing the survey and analyzing results for the City of Portland's Customer and Employee Surveys. Further, PSU agrees to protect and treat as Confidential any information that constitutes Confidential Information of the CITY. When PSU receives the CITY's Confidential Information, it shall restrict the disclosure, dissemination and availability of such Confidential Information to its directors, officers, employees and advisors with a demonstrable need to know such Confidential Information (the "Permitted Personnel"). PSU shall not:
- (a) Use any Confidential Information received by it in any way detrimental to the CITY;
 - (b) Disclose or make available to any third party, including but not limited to consultants and other agents of PSU, any Confidential Information received by it without prior written consent of the CITY;
 - (c) Reproduce or copy the Confidential Information without the prior written consent of the CITY;
 - (d) Use any Confidential Information received by it to develop a Survey for sale;
 - (e) Use any Confidential Information received by it to develop another Survey based on the Confidential Information; or
 - (f) Otherwise use the Confidential Information received by it for its own benefit or the benefit of another.

Each Party shall instruct their Permitted Personnel with regard to the restrictions on use of Confidential Information as well as this NDA generally.

7. Rights to Confidential Information, No License. All Confidential Information received by PSU shall remain the sole and exclusive property of the CITY. The Parties recognize and agree that nothing contained in this NDA shall be construed as granting to the other any rights, by license or otherwise, to any of the CITY's Confidential Information.

8. Removal. PSU agrees not to remove (physically or electronically) any of the CITY's Confidential Information from the CITY's premises without the CITY's prior written approval. The premises of the CITY shall include any location where the CITY regularly conducts business. PSU also agrees to comply with any and all terms and conditions the CITY may impose upon PSU in connection with such approved removal.
9. Return. Upon the CITY's request, PSU shall promptly return all of the CITY's Confidential Information along with all copies thereof. It is also agreed that all information of the CITY that may not constitute Confidential Information shall be the exclusive property of the CITY. Upon the CITY's request PSU shall promptly return all such information along with all copies thereof. PSU may retain one copy of any information that is required under Oregon Public Records and state archiving laws. At no time shall PSU possess such information longer than required by law.
10. Copies. PSU agrees not to reproduce or make copies of any Confidential Information without the written consent of the CITY and that any such copies made shall be returned to the CITY as specified in paragraph 9 above.
11. Agreement Supplements Other Rights and Remedies. Notwithstanding any term or provision hereunder to the contrary, this NDA is supplementary to any and all rights and remedies the Parties' have or may have in the future under applicable local, state, and federal law. No provision or term of this NDA shall be deemed to supplant or be deemed a waiver of the Parties' rights and remedies under applicable local and federal law.
12. Remedies for Breach.
 - a) PSU acknowledges that any publication or disclosure of CITY Personal and Confidential Information to others may cause immediate and irreparable harm to the CITY. The CITY believes that money damages would likely be inadequate to remedy any breach of this NDA. As a result, the Parties agree that the CITY may seek, and a court of competent jurisdiction may grant, specific performance and injunctive or other equitable relief as a remedy for any breach of this NDA. Such remedy shall be in addition to all other remedies, including money damages, at law or in equity.
 - b) PSU agrees to instruct all such employees and Permitted Personnel on these obligations with respect to use, copying, protection, and confidentiality of the Confidential Information. If PSU should publish or disclose such CITY Personal and Confidential Information, the CITY may be entitled to seek temporary or permanent injunctive relief or any other remedies to which it is entitled under law or equity. Subject to the limitations of the Oregon Tort Claims Act (ORS 30.260 through 30.300), PSU shall indemnify, defend, and hold harmless the CITY from all damages, costs, liabilities and expenses caused by or arising from PSU's failure to protect CITY Personal and Confidential Information. Violation of information confidentiality shall be considered a breach of this NDA. PSU's obligations under this paragraph will survive the termination of this NDA.
13. Amendment and Waiver. No amendment to this NDA shall be valid and binding unless such amendment is agreed to in writing and signed by an authorized officer of each of the Parties. No waiver by either Party of any breach by the other Party of any condition or provision contained in this NDA to be performed by such other Party shall be deemed a waiver of a similar or dissimilar condition or provision at the same or any prior or

subsequent time. Any waiver must be in writing and signed by the Party to be charged with the waiver. No delay by either Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

14. Severability. In the event that any provision or portion of this NDA shall be determined to be invalid or unenforceable for any reason, in whole or in part, the remaining provisions of this NDA shall be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by law.
15. Successors and Assigns. This NDA shall be binding upon the Parties hereto and their respective successors and assigns and shall not be construed to confer any right, interest or benefit in favor of any other person or entity. Notwithstanding the foregoing, neither Party shall be entitled to neither assign nor transfer all or any of its rights, benefits and/or obligations under this NDA without the prior written consent of the other Party.
16. Counterparts. This NDA may be executed in counterparts, each of which when so executed and delivered shall be an original, but all such counterparts together shall constitute one and the same instrument.
17. Public Records Laws.
 - a) The CITY recognizes that PSU is a public entity subject to the Oregon Public Records Law, ORS 192.410 et seq. and the Oregon Public Meeting Law, ORS 192.610 et seq. PSU's commitments to maintain certain information Confidential under this NDA are all subject to the constraints of those laws. Within the limits and discretion allowed by those laws, PSU will maintain the confidentiality of CITY Confidential Information.
 - b) In the event that any Party is requested or required, by subpoena, oral deposition, interrogatories, request for production of documents, administrative order or otherwise to disclose any Confidential information, the Party so requested or required shall provide the other with prompt notice of such request(s) so that it may seek, at its own expense, an appropriate protective order or waiver of compliance with the terms of this NDA. If, in the absence of a protective order or waiver, any Party is compelled, in the opinion of its legal counsel, to disclose any Confidential Information, the Party may make such disclosure after notice to the other.
 - c) The Parties understand that third persons may claim that CITY Confidential Information possessed by PSU is by virtue of that possession a public record and subject to disclosure pursuant to Oregon law. The Parties agree that if such claim is made, PSU shall immediately notify the CITY of the claim. CITY may, at its own cost, defend such claim and the PSU agrees to reasonably cooperate with the CITY in such defense. PSU agrees not to disclose any such proprietary or CITY Confidential information in response to any such claim until either a) CITY fails to contest the release in advance of PSU's statutory deadline to release the information or b) a final unappealable order from a court or agency having authority to issues such order shall have been issued. Any such disclosure shall be the minimum necessary to comply with a) the requested information and b) the requirements of the final order.
18. Survival. All obligations relating to Confidentiality; indemnification; publicity; representations and warranties; proprietary rights; limitation of liability; shall survive the termination or expiration of this NDA or the IGA and shall, to the extent applicable, remain

binding and in full force and effect for the purposes of the ongoing business relationship by and between PSU and the CITY. Nothing in this NDA shall alter, modify, or supersede the content and survival of such provisions, except as otherwise expressly agreed to in writing by the Parties and with the prior approval of the CITY Attorney's Office.

19. Entire Agreement. This NDA and IGA _____ contain the entire understanding and Agreement between the Parties concerning the subject matter hereof and supersedes any prior agreements, whether written or oral, between the Parties concerning the subject matter hereof.

IN WITNESS WHEREOF, the Parties have executed this NDA as of the Effective Date.

CITY OF PORTLAND

APPROVED AS TO FORM:

Rebecca Esau, Interim Director
Bureau of Development Services

Glenn Fullilove
CITY of Portland, Deputy City Attorney

Date signed

11.6.17

Date signed

PORTLAND STATE UNIVERSITY

Rachelle Richmond
Rachelle Richmond, Grants & Agreements Officer
Sponsored Projects Administration

09/14/2017

Date signed

Intergovernmental Agreement No. _____

(Agreement terms incorporated by this reference)

Between

City of Portland

by and through the Bureau of Development Services

(SPONSOR)

and

Portland State University

(UNIVERSITY)

Task Order #1

Project Title: Bureau of Development Services Employee Survey 2017

Period of Performance: September 1, 2017 – January 31, 2018.

Project Budget: \$ 22,428

☒ Cost Reimbursable
Fee for Service

☐ Fixed Price/Lump Sum ☐

Invoice Schedule: ☒ Upon Project Completion ☐ Quarterly
Other, see attached

☐ Net 30 Days ☐

Detailed Budget (if needed) is attached and incorporated by this reference: **Attachment B**

Date from which costs may be incurred for this Task Order: September 1, 2017

SCOPE OF WORK

Scope Overview

The University will work with Sponsor staff to develop and administer the 2017 Bureau of Development Services (BDS) Employee Online Survey, including:

- Work with Sponsor staff to develop and finalize survey content, methodology, questions, and analysis plan.
- Assist Sponsor with the development of an outreach plan and email announcements and reminders to staff.
- Program survey in Qualtrics.
- Pretest survey.
- Prepare employee list (provided by Sponsor) for panel upload.
- Administer the survey online.
- Provide project oversight and survey management, including tracking responses and generating reminders to employees who have not responded.
- Provide ongoing and final status reports detailing the disposition of survey responses.
- Clean the data file and provide quantitative and qualitative analyses of survey results.
- Present the survey analysis results in narrative, tabular, and graphical formats that facilitate their interpretation and utilization in formulating future action plans to improve the bureau's outcomes.

Goals of Survey

1. Help bureau managers better understand BDS employee perceptions about the current bureau work environment.
2. Identify how employees feel about their work and working relations.
3. Identify changes that have occurred since the last employee survey in 2014.

Deliverables and Schedule

The University will perform the tasks listed below for this project, and shall be expected to work closely with designated City personnel to accomplish these goals:

Deliverable	Schedule / Due Date
1. Work with Sponsor staff to develop and finalize survey content, methodology, questions, and analysis plan (sample questions are listed in Exhibit 1).	By September 30, 2017
2. Assist Sponsor with the development of an outreach plan and email announcements and reminders to staff.	By September 30, 2017
3. Program survey in Qualtrics.	By October 15, 2017
4. Pretest survey.	By October 15, 2017
5. Administer the Employee Survey. <ul style="list-style-type: none"> • Provide project oversight and survey management, including tracking responses and generating reminders to employees who have not responded. • Goal of at least 49% response rate. 	October 16 – November 15, 2017
6. Preliminary survey analysis report, (a draft of the final report in its entirety).	By December 15, 2017
7. Electronic data files in MS Excel, SPSS, and PDF formats.	By January 15, 2018
8. Final survey analysis report including data tabulations, cross-tabs, graphs, charts, and analysis, in both MS Word and PDF. Report elements shall include: <ul style="list-style-type: none"> • Executive summary; • Quantitative and qualitative data analysis, including data correlations and significance; • Areas of employee satisfaction and dissatisfaction; • Key predictors of employee satisfaction; • Prioritized summary of responses where employees have positive comments, along with a verbatim listing of these responses; • Prioritized summary of responses where employees report problems, along with a verbatim listing of these responses; 	By January 15, 2018
9. Meeting with the bureau's Senior Managers to present and discuss the survey and analysis results.	By January 31, 2018

Deliverables shall be considered those tangible resulting work products that are to be delivered to the City such as reports, draft documents, data, interim findings, drawings, schematics, training, meeting presentations, final drawings, and reports. The University is encouraged to provide any deliverables in accordance with the City's Sustainable Paper Use Policy. The policy can be viewed at: <https://www.portlandoregon.gov/shared/cfm/image.cfm?id=24521>.

All deliverables and resulting work products from this Task Order will become the property of the City of Portland. The University retains the right to use, reuse, and analyze the data developed by the University during the course of research performed under this Task Order for teaching or research purposes, as per Article VII of Master Agreement no. [xxxx].

Project Reviews

The University Project Manager will provide a weekly progress report and review to the Sponsor Project Manager and designated Sponsor staff.

City Responsibilities

The Sponsor has assigned a project manager to oversee the University's work and provide support as needed.

Specific duties the City will perform include:

1. Supplying employee data in Microsoft Office Excel, including names and email addresses.
2. Consulting with the University on survey questions.
3. Consulting with the University on the implementation of the survey.
4. Consulting with the University on the analysis of survey results.

Place of Performance

Contract performance will take place primarily at the University's facility. On occasion and as appropriate, work will be performed at City facilities, a third-party location, or any combination thereof.

Period of Performance

The City anticipates having the University begin work on September 1, 2017 with submittal of final deliverables to the City occurring by January 31, 2018.

Technology Resources

Any software or hardware required to complete the project is the responsibility of the University. Should there be a need for City staff to use any of the University's software, orientation / training of City staff on such software will be the responsibility of the University and at no additional cost to the City.

Order of Precedence:

In the event there is a conflict between the terms and conditions of one portion of this Agreement with another portion of this Agreement, the conflict will be resolved by designating which portion of the Agreement documents takes precedence over the other for purposes of interpretation, except where a clear statement of precedence other than that set forth in this section is included in the document. In this Agreement the order of precedence shall be:

1. Task Orders
2. Amendments
3. Original Agreement

UNIVERSITY PERSONNEL

The University shall assign the following personnel to do the work in the capacities designated:

NAME	ROLE ON PROJECT
Debi Elliott	Project Director
	Project Manager
	Project Assistant

COMPENSATION

In consideration of the University's performance of the project, the City shall reimburse the University for the estimated cost of the Project in an amount not to exceed ("NTE") \$22,428 US DOLLARS, including direct and indirect costs in accordance with ATTACHMENT B ("Budget"). The City recognizes that the Budget is the University's best estimate of the total cost to support the project, and University may submit to the City a revised budget for additional funds if the cost of the Project is reasonably expected to exceed the NTE amount. The City is not liable for any payment in excess of the NTE amount unless agreed to by The City in writing. The University may adjust the Budget at its discretion, provided that such rebudgeting is within the NTE amount and consistent with the Scope of Work.

PAYMENT TERMS: Net 30 Days**Hourly Rates**

The billing rates shall not exceed those set forth below:

Project Director:	\$150/hour
Project Manager:	\$100/hour
Interview Coordinators:	\$50/hour
Telephone interviewers:	\$25/hour

Total payment to the Contractor for the work shall not exceed \$22,428.

ACH Payments

It is the City's policy to pay its Intergovernmental invoices via electronic funds transfers through the automated clearing house (ACH) network. To initiate payment of invoices, the University shall execute the City's standard ACH University 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 will authorize the City to deposit payment for services rendered directly into University accounts with financial institutions. All payments shall be in United States currency.

PORTLAND STATE UNIVERSITY

CITY OF PORTLAND, BY AND THROUGH
PORTLAND BUREAU OF DEVELOPMENT SERVICES

Name: 
Title: Rachelle Richmond
Grants & Agreements Officer

Name: _____
Title: Rebecca Esau
Interim Director, Bureau of Development
Services

Date: 9/14/2017

Date: _____

Employer Tax ID Number: 36-4776757

Project Title: Bureau of Development Services Employee Survey 2017
Task Order #1: Attachment B

Portland Bureau of Development Services Employee Web Survey

Elshad Hajiyeve, Manager
Business Operations & Finance Services Division
elshad.hajiyeve@portlandoregon.gov, 503-823-7338

Prepared by: Portland State University Survey Research Lab
1600 SW 4th Avenue, Suite 400, Portland, OR 97201
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Revised August 16, 2017

Scope of Work

- *SRL will consult with Portland Bureau of Development Services (BDS) staff to develop and implement a web survey of all employees.
- *SRL will assist in the development of the survey items that will provide them with information regarding employee satisfaction and key issues/work areas to address, maintaining some comparability with the 2014 employee survey.
- *SRL will work with BDS staff to develop an analysis plan that will meet their needs for the final report.
- *SRL will assist in the development of recruitment email content and the timing of invitation and reminder emails to be sent to current employees.
- *SRL will program and pretest a web survey in Qualtrics software. BDS will assist with the pretesting, if desired.
- *SRL will securely receive a list of employees and email addresses for creation of the web survey panel of invited respondents.
- *SRL will schedule and send at least three emails: (1) initial invitation, (2) first reminder 3-5 business days after the invitation, and (3) second reminder 3-5 business days after the first reminder. More reminders can be sent to achieve an acceptable response rate.
- *SRL will manage the implementation of the web survey, providing periodic status reports of survey counts and a link to review findings as the data is being gathered.
- *The goal will be to secure at least 186 completed surveys (49% response rate), which would be generalizable to the total population of approximately 360 BDS employees at $\pm 5\%$ sampling error.
- *SRL and Portland HR staff will periodically review the frequency of completed surveys with the goal of gathering a sufficient number to be representative and an adequate response rate. Additional email reminders will be sent to increase the response rate, if necessary.
- *SRL will clean and analyze the quantitative and qualitative survey data.
- *SRL will prepare a final report of the methodology and findings.
- *Data Collection Time Period: October 2017
- *Project Time Period: September 1, 2017 - January 31, 2018

Estimated Costs:

Consultation on survey content, methodology, and analysis plan.	20 hrs @ \$ 150 /hr	\$ 3,000.00
Assist with development of recruitment emails and determining the timing of invites and reminders	2 hrs @ \$ 100 /hr	\$ 200.00
Program web survey in Qualtrics	8 hrs @ \$ 150 /hr	\$ 1,200.00
Pretest web survey	2 hrs @ \$ 50 /hr	\$ 100.00
Receive and prep employee list for panel upload	6 hrs @ \$ 150 /hr	\$ 900.00
Project oversight and web survey management, including the scheduling of up to three emails (tracked to send to only nonresponders), providing status updates, and monitoring response rate for need for additional reminders	16 hrs @ \$ 100 /hr	\$ 1,600.00
Clean data file and conduct quantitative and qualitative analyses according to the analysis plan	40 hrs @ \$ 150 /hr	\$ 6,000.00
Prepare final report of methodology and findings	32 hrs @ \$ 150 /hr	\$ 4,800.00
	Total Direct Costs	\$ 17,800.00
	PSU Indirect Costs at the Local Rate of 26%	\$ 4,628.00
	Total Costs	\$ 22,428.00

Intergovernmental Agreement No. _____

(Agreement terms incorporated by this reference)

Between

City of Portland

by and through the Bureau of Development Services

(SPONSOR)

and

Portland State University

(UNIVERSITY)

Task Order #2

Project Title: Bureau of Development Services Customer Surveys 2017

Period of Performance: September 1, 2017 – January 31, 2018.

Project Budget: \$ 41,358.86 ☒ Cost Reimbursable ☐ Fixed Price/Lump
Sum ☐ Fee for Service

Invoice Schedule: ☒ Upon Project Completion ☐ Quarterly ☐ Net 30 Days ☐
Other, see attached

Detailed Budget (if needed) is attached and incorporated by this reference: **Attachment B**

Date from which costs may be incurred for this Task Order: September 1, 2017

SCOPE OF WORK

Scope Overview

- Work with City staff to develop and finalize questions for the following surveys regarding satisfaction with BDS services:
 - "Applicant Survey", targeted to recent permit and land use review applicants
 - "Community Survey", open to the public
- Conduct "Applicant Survey"
 - Online survey
 - Distribute individualized survey links via email.
 - Telephone survey, as needed to satisfy quotas of customer types not met by online survey.
- Conduct "Community Survey"
 - Online survey
 - Use short URL easily identified as related to BDS (example: www.bdssurvey.com)
- Provide ongoing and final status reports detailing the disposition of survey responses, calls, and attempted calls.
- Provide quantitative and qualitative analysis of survey results.
- Present the survey analysis results in narrative, tabular, and graphical formats that facilitate their interpretation and utilization in formulating future action plans to improve the bureau's outcomes.

Goals of Survey

1. To make connection with our customers;
2. Feedback on the adequacy of current bureau programs and service levels to meet customers' needs;
3. Feedback on customers' overall experience with BDS;
4. Feedback on the quality of our communication with customers, and ways to improve our connections with customers;
5. Feedback on current and future technology initiatives.

Deliverables and Schedule

The University will perform the tasks listed below for this project, and shall be expected to work closely with designated City personnel to accomplish these goals:

Deliverable	Schedule / Due Date
1. Work with designated City staff to finalize data sample for Applicant Survey.	By September 30, 2017
2. Work with designated City staff to develop and finalize survey questions for Applicant Survey and Community Survey relevant to the pre-defined survey goals (sample questions listed in Exhibit 1A, 1B, and 1C).	By September 30, 2017
3. Conduct an online Applicant Survey of permit and land use applicants. <ul style="list-style-type: none"> • Email each customer a customized link to the survey. • The Applicant Survey will consist of a minimum of 700 respondents from the quotas of customer types listed in Exhibit 2. 	October 1 – October 31, 2017
4. Conduct an online Community Survey of customers and community stakeholders. <ul style="list-style-type: none"> • Use publicly accessible website www.bdssurvey.com as platform for survey. 	October 1 – October 31, 2017
5. Conduct a telephone survey, as needed to satisfy quotas of customer types not met by online Applicant Survey. <ul style="list-style-type: none"> • Use a local Portland area code (503 or 971) to conduct the survey. • The average interview length will be approximately 10 minutes, with numbers to be called at least 5 times. 	November 1 - 15, 2017
6. Preliminary survey analysis report, (a draft of the final report in its entirety).	By December 15, 2017
7. Electronic data files in MS Excel, SPSS, and PDF formats, including data from online and telephone surveys.	By January 15, 2018
8. Final survey analysis report including data tabulations, cross-tabs, graphs, charts, and analysis, in both MS Word and PDF. Report elements shall include: <ul style="list-style-type: none"> • Executive summary; • Quantitative and qualitative data analysis, including data correlations and significance (minimum expectations for data analysis are listed in Exhibit 3); 	By January 15, 2018

<ul style="list-style-type: none"> • Areas of customer satisfaction and dissatisfaction; • Key predictors of customer satisfaction; • Prioritized summary of responses where customers have positive comments regarding bureau services, along with a verbatim listing of these responses and customer recommendations for improvement; • Prioritized summary of responses where customers report problems with bureau services, along with a verbatim listing of these responses and customer recommendations for improvement; • Disposition of calls and attempted calls (ie., numbers of re-calls, no answers, refusals, etc.); • Recommendations to BDS as to how services can be improved based upon customer input 	
9. Meeting with the bureau's Senior Managers to present and discuss the survey and analysis results.	By January 31, 2018

Deliverables shall be considered those tangible resulting work products that are to be delivered to the City such as reports, draft documents, data, interim findings, drawings, schematics, training, meeting presentations, final drawings, and reports. The University is encouraged to provide any deliverables in accordance with the City's Sustainable Paper Use Policy. The policy can be viewed at: <https://www.portlandoregon.gov/shared/cfm/image.cfm?id=24521>.

All deliverables and resulting work products from this Task Order will become the property of the City of Portland. The University retains the right to use, reuse, and analyze the data developed by the University during the course of research performed under this Task Order for teaching or research purposes, as per Article VII of Master Agreement no. [xxxx].

Project Reviews

The University Project Manager will provide a weekly progress report and review to the City Project Manager and designated City staff.

City Responsibilities

The City has assigned a project manager to oversee the University's work and provide support as needed. Specific duties the City will perform include:

1. Supplying customer data in Microsoft Office Excel, including names, email addresses, phone numbers, and details of customers' most recent interactions with BDS.
2. Consulting with the University on survey questions.
3. Consulting with the University on the implementation of the online and telephone surveys.
4. Performing data entry for hardcopy paper survey responses.
5. Consulting with the University on the analysis of survey results.

Place of Performance

Contract performance will take place primarily at the University's facility. On occasion and as appropriate, work will be performed at City facilities, a third-party location, or any combination thereof.

Period of Performance

The City anticipates having the University begin work on September 1, 2017 with submittal of final deliverables to the City occurring by January 31, 2018.

Technology Resources

Any software or hardware required to complete the project is the responsibility of the University. Should there be a need for City staff to use any of the University's software, orientation / training of City staff on such software will be the responsibility of the University and at no additional cost to the City.

Order of Precedence:

In the event there is a conflict between the terms and conditions of one portion of this Agreement with another portion of this Agreement, the conflict will be resolved by designating which portion of the Agreement documents takes precedence over the other for purposes of interpretation, except where a clear statement of precedence other than that set forth in this section is included in the document. In this Agreement the order of precedence shall be:

1. Task Orders
2. Amendments
3. Original Agreement

UNIVERSITY PERSONNEL

The University shall assign the following personnel to do the work in the capacities designated:

NAME	ROLE ON PROJECT
Debi Elliott	Project Director
	Project Manager
	Project Assistant

COMPENSATION

In consideration of the University's performance of the project, the City shall reimburse the University for the estimated cost of the Project in an amount not to exceed ("NTE") \$41,358.86 US DOLLARS, including direct and indirect costs in accordance with ATTACHMENT B ("Budget"). The City recognizes that the Budget is the University's best estimate of the total cost to support the project, and University may submit to the City a revised budget for additional funds if the cost of the Project is reasonably expected to exceed the NTE amount. The City is not liable for any payment in excess of the NTE amount unless agreed to by The City in writing. The University may adjust the Budget at its discretion, provided that such rebudgeting is within the NTE amount and consistent with the Scope of Work.

PAYMENT TERMS: Net 30 Days**Hourly Rates**

The billing rates shall not exceed those set forth below:

Project Director: \$150/hour
 Project Manager: \$100/hour
 Interview Coordinators: \$50/hour
 Telephone interviewers: \$25/hour

Total payment to the Contractor for the work shall not exceed \$41,358.86.

ACH Payments

It is the City's policy to pay its Intergovernmental invoices via electronic funds transfers through the automated clearing house (ACH) network. To initiate payment of invoices, the University shall execute the City's standard ACH University 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 will authorize the City to deposit payment for services rendered directly into University accounts with financial institutions. All payments shall be in United States currency.

PORTLAND STATE UNIVERSITY

CITY OF PORTLAND, BY AND THROUGH
PORTLAND BUREAU OF DEVELOPMENT SERVICES

Name: 
Rachelle Richmond
Title: Grants & Agreements Officer

Name: _____
Rebecca Esau
Title: Interim Director, Bureau of Development
Services

Date: 09/14/2017

Date: _____

Employer Tax ID Number: 36-4776757

QUOTE for City of Portland Bureau of Development Services Customer Survey 2017

Prepared for: Elshad Hajiyeve, Manager (503-823-7338; elshad.hajiyeve@portlandoregon.gov)

City of Portland Bureau of Development Services

Prepared by: Portland State University Survey Research Lab

1600 SW 4th Avenue, Suite 400, Portland, OR 97201

Debi Elliott, Ph.D., Director (503-725-5198; elliottd@pdx.edu)

Amber Johnson, Ph.D., Project Manager (503-725-9541; amberj@pdx.edu)

Tiffany Conklin, MUS, Senior Research Assistant (503-725-5970; tconklin@pdx.edu)

SCOPE OF WORK

Project Timeperiod: September 1, 2017 through January 31, 2018

SRL will work with City staff to implement two web surveys regarding customer satisfaction with BDS services. The "Applicant Survey" will target recent permit and land use review applicants. The "Community Survey" will target

Portland-area customers and community stakeholders.

SRL will provide consultation on methodology and development on two surveys.

BDS will provide customer contact information file(s) for the Applicant Survey sample

(including customer names, permit types, phone numbers and email addresses with duplicates and invalid records removed, if possible).

SRL will prepare Applicant Survey sample file(s) for uploading into web and phone survey software.

SRL will gather approximately 700 completed Applicant Surveys with the following permit-type quotas: 150=Land Use,

50=Electrical, 50 Mechanical, 50=Plumbing, 200=Commercial, 200=Residential

Follow-up phone calls to potential Applicant Survey respondents will be administered if quota goals are not met.

Follow-up calls to Applicant Survey respondents:

Businesses Weekdays 9am-5pm, Homeowners Weekdays 1pm-8pm (+ weekend if necessary)

SRL will monitor survey responses and quotas based on sample-type information.

Estimated average duration of phone surveys: 10 minutes

Collect as many Community Surveys as possible (no quota goals).

Estimated Calling Duration: 1 week, 8 hours of calling per day

Average of 2 calls per number (maximum of 10)

Web surveys live 10/1-10/31 (4 weeks); Follow-up calls to Applicant Survey non-responders 11/1-11/15 (as needed)

SRL will clean and prepare a raw data file in SPSS and Excel

SRL will provide a preliminary report by 12/15/17

SRL will provide final written report of the methodology and detailed findings in both Word and PDF file formats and 10 bound hard copies by 1/15/18

Prepare and present survey and analysis results to BDS Senior Managers by 1/31/18

Consultation, Project Setup, and Oversight

Consultation on methodology, sampling, and 2 survey instruments	32 hrs @ \$ 150 /hr	\$ 4,800.00
Prepare Applicant Survey sample file of customer contact info for uploading into web and phone survey software	12 hrs @ \$ 100 /hr	\$ 1,200.00
Project management and weekly status reports for 2 surveys	6 wks@ 6 hrs/wk= 36 hrs @ \$ 100 /hr	\$ 3,600.00
Subtotal for Consultation, Project Setup, and Oversight		\$ 9,600.00

Applicant Web Survey Programming

Purchase web survey URL		\$ 11.99
Program and finalize web survey (approx. 64 questions, 5 open-ends, minimal skips)	12 hrs @ \$ 150 /hr	\$ 1,800.00
Test and edit web survey	4 hrs @ \$ 50 /hr	\$ 200.00
Quota and sample management (sample-based tracking)	4 wks@ 2 hrs/wk= 8 hrs @ \$ 100 /hr	\$ 800.00
Subtotal for Applicant Web Survey Programming		\$ 2,811.99

Community Web Survey Programming (no implementation or outreach management)

Program and finalize web survey (approx. 71 questions, 4 open-ends, no skips)	12 hrs @ \$ 150 /hr	\$ 1,800.00
Test and edit web survey	4 hrs @ \$ 50 /hr	\$ 200.00
Consultation on formatting hardcopy survey (in Word)	8 hrs @ \$ 100 /hr	\$ 800.00
Subtotal for Customer Web Survey Programming		\$ 2,800.00

Applicant Survey Supplemental Phone Calls (if needed to meet 6 quotas)

Program phone survey basic script (survey link in phone script)	4 hrs @ \$ 150 /hr	\$ 600.00
Pretest phone script	4 hrs @ \$ 50 /hr	\$ 200.00

Phone Survey Training:

Project Manager prepares for and conducts 2-hour training	3 hrs @ \$ 100 /hr	\$ 300.00
3 Interview Coordinators attend 2-hour training	6 hrs @ \$ 50 /hr	\$ 300.00
2-hour project training for 6 Interviewers =	12.5 hrs @ \$ 25 /hr	\$ 312.50
Interview Oversight for follow-up phone calls 1 wk@ 56 hrs/wk=	56 hrs @ \$ 50 /hr	\$ 2,800.00

Time Estimation for Calls:

Total records in sample file	4000	
Approximately 50% of records included in calling=	2000	
Follow-up calls to specific customer types to achieve goals at:	50% of 700 completes = 350 phone surveys	
Complete survey by phone with respondents	350 @ 10 min= 58 hrs @ \$ 25 /hr	\$ 1,450.00
Additional calling to achieve necessary completes	67 hrs @ \$ 25 /hr	\$ 1,675.00
Subtotal for Supplemental Follow-up Phone Calls		\$ 7,637.50

Data Analysis and Reporting

Review, clean and prepare 2 data files for analysis	12 hrs @ \$ 100 /hr	\$ 1,200.00
Prepare final report of survey methodology and findings	50 hrs @ \$ 150 /hr	\$ 7,500.00
Print and bind 10 copies of report 150 pgs @ 10 copies= 1500 pgs @ \$ 0.05 /pg		\$ 75.00
Prepare and deliver a final presentation of survey findings to BDS Senior Managers	8 hrs @ \$ 150 /hr	\$ 1,200.00
Subtotal for Analysis and Reporting		\$ 9,975.00

Total Direct Costs: \$ 32,824.49

Indirect Costs at the Rate of 26% \$ 8,534.37

Total Project Costs: \$ 41,358.86