

CITY OF PORTLAND
PORTLAND STATE UNIVERSITY

INTERGOVERNMENTAL AGREEMENT

Scholarships 2017-18

This Intergovernmental Agreement (IGA) is entered into by and between the City of Portland (CITY), acting by and through its Bureau of Planning and Sustainability (BPS) and Portland State University (PSU).

This IGA is authorized pursuant to ORS 190.010.

PURPOSE

CITY and PSU desire to work together to provide selected PSU students with the opportunity to earn scholarships and stipends while working at BPS, assisting long range land use planners in the development of long range plans, zoning code projects and research and analysis to advance policies through plans and programs. By this IGA, PSU agrees to support BPS work in the long range planning and zoning code development process. CITY agrees to contribute to PSU to help fund the scholarships and stipends as described in this IGA.

GENERAL PROVISIONS

1. Effective Date and Duration. This IGA is effective from the last date of execution below. Unless earlier terminated or extended as provided herein, this IGA shall expire on June 30, 2018.
2. Scope of Work. The scope of work (the "Scope") is contained in Exhibit A. PSU agrees to perform the work in accordance with the terms and conditions of this IGA.
3. Student Selection Process. PSU and CITY shall both be involved in the screening and selection process of the students to participate in this program, and both parties shall agree to the student participants before proceeding.
4. Consideration. CITY will pay PSU a maximum total of \$15,000.
5. Project Representatives. Each party has designated project managers to be the formal representatives for this project. All reports, notices, and other communications required under or relating to this IGA shall be directed to the appropriate individual.

BPS:
Project Manager: Tom Armstrong and Tyler Bump
Organization: City of Portland, Bureau of Planning and Sustainability

Address:
1900 SW 4th Ave, Suite 7100
Portland, OR 97201
Phone: 503-823-3527 (Tom), 503-523-7713 (Tyler)
Fax: 503-823-5630
Email: tom.armstrong@portlandoregon.gov
Email: tyler.bump@portlandoregon.gov

PSU:
Project Manager: Aaron Golub
Organization: Portland State University

Address:
College of Urban and Public Affairs
Portland State University
P.O. Box 751 (Mailcode: USP)
Portland, OR 97207
Phone: 503-725-5173
Fax: 503-725-8770
Email: agolub@pdx.edu

Contract Officer:
Paul Thomas
Portland State University
Contracts Office
PO Box 751 (Mailcode: FAST-CAPS)
Portland, OR 97207
Phone: 503-725-9869
Email: plthomas@pdx.edu

6. Subcontracts. PSU shall not enter into any subcontracts for any of the work scheduled under this IGA without obtaining prior written consent from the BPS Project Manager.
7. IGA Documents. This IGA consists of the following documents, which are listed in descending order of precedence: Exhibit A: Scope of Work. All Exhibits are hereby incorporated and made part of hereof.
8. Amendments. The terms of this IGA may not be waived, altered, modified, supplemented, or amended in any manner whatsoever except by written instrument signed by authorized representatives of both parties.

9. Reimbursement.

- A. PSU shall submit itemized invoices to CITY (BPS) for reimbursement of services performed, noting the project and CITY IGA number and the allocation of costs.
- B. Non-itemized or incomplete billings shall be detained for payment processing until PSU has supplied correct information to the BPS Project Manager.
- C. PSU shall submit to CITY a quarterly invoice for costs incurred during the preceding quarter period no later than 45 days following the end of that performance period. The final invoice is due 60 days after this IGA terminates.
- D. Invoices shall be submitted, identifying CITY IGA number, to:

Tyler Bump, Senior Economic Planner
Bureau of Planning and Sustainability
1900 SW 4th Ave, Suite 7100
Portland, OR 97201

- E. BPS shall pay all approved invoices within 30 days.
- F. The parties recognize and agree that some of the activities and obligations for reimbursement addressed in this IGA may commence or arise prior to the effective date of this IGA.

10. Termination.

- A. The parties may agree to an immediate termination of this IGA or at a time certain upon mutual written consent.
- B. Either party may terminate this IGA effective not less than 30 days from delivery of written notice to the other party. In the event of such termination by CITY, CITY shall remain liable for payment for costs incurred by PSU prior to the date of PSU's receipt of termination notice from CITY.
- C. Either party may terminate this IGA effective not less than 10 days from written notice or at such other date as may be established by both parties under any of the following conditions:
 - a. If funding is not obtained and continued at sufficient levels to allow for purchase of the specified services. When possible, and when agreed upon, this IGA may be modified to accommodate a reduction in funds.
 - b. If federal or state regulations or guidelines are modified or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this IGA, or are no longer eligible for the funding proposed for payments authorized by this IGA.
- D. Either party may terminate this IGA in the event of a breach by the other party. Prior to such termination, however, the party seeking termination

shall give the other party written notice of the party's intent to terminate. If the party has not cured the breach within 10 days or a longer period as granted in the cure notice, the party seeking compliance may terminate this IGA.

11. Funds Available and Authorized. CITY certifies that at the time the IGA is executed sufficient funds are available and authorized for expenditure are available and authorized to finance costs of this IGA within the CITY's current appropriation and limitation. Both parties understand and agree that payment of amounts under this IGA attributable to work performed after the last date of the current budget period is contingent on the CITY receiving appropriations, limitations, or other expenditure authority.
12. Captions. The captions or headings in this IGA are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this IGA.
13. Choice of Venue. Oregon law shall govern this IGA and all rights, obligations and disputes arising out of this IGA. Venue for all disputes and litigation shall be in Multnomah County, Oregon.
14. Severability/Survival. If any of the provisions contained in this IGA are held unconstitutional or unenforceable, the enforceability of the remaining provisions shall not be impaired. All provisions concerning the limitation of liability, indemnity and conflicts of interest shall survive the termination of this IGA for any cause.
15. Access to Records. Each party and its duly authorized representatives shall have access to the books, documents, papers, and records of the other party which are directly pertinent to this IGA for the purpose of making audit, examination, excerpts, and transcript.
16. Compliance with Applicable Law. Both parties shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this IGA.
17. No Third Party Beneficiary. The CITY and PSU are the only parties to this IGA and, as such, are the only parties entitled to enforce its terms. Nothing contained in this IGA gives or shall be construed to give or provide any benefit, direct, indirect, or otherwise to third parties unless third persons are expressly described as intended to be beneficiaries of its terms.
18. Indemnification. To the extent permitted by Oregon law (ORS 30.260 through 30.300) and the Oregon Constitution, Article XI, Section 7, PSU shall indemnify CITY against any liability for damage to life or property arising from PSU's actions under this IGA. Provided, however, that PSU shall not be required to indemnify CITY for any such liability arising out of the wrongful or negligent acts

of employees or agents of CITY. To the extent permitted by Oregon law (ORS 30.260 through 30.300) and the Oregon Constitution, Article XI, Section 7, CITY shall indemnify PSU against any liability for damage to life or property arising from CITY's actions under this IGA. Provided, however, that CITY shall not be required to indemnify PSU for any such liability arising out of the wrongful or negligent acts of employees or agents of PSU.

- 19. Merger Clause. This IGA constitutes the entire agreement between the parties. No waiver, consent, modification or change of terms of this IGA 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 IGA.
- 20. This IGA 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.
- 21. The parties agree that CITY and PSU may conduct this transaction, including any contract amendments, by electronic means, including the use of electronic signatures.

PORTLAND STATE UNIVERSITY:

Signature: Paul L. Thomas Date: 10/17/2017

Printed Name: Paul L. Thomas

Title: Contracts Officer
Portland State University

CITY OF PORTLAND SIGNATURES:

Signature: _____ Date: _____

Printed Name: _____

Title: _____

Signature: _____ Date: _____

City Attorney Approved as to Form

Exhibit A Scope of Work

Planning Interns

One Portland State University Graduate Research Assistant (GRA) will work at the City of Portland Bureau of Planning and Sustainability with Planners to perform the following activities in the Academic Year 2017/18. The GRA will typically come from the Master of Urban and Planning Program (MURP), but are not limited to MURP students.

Research and Technical Support to BPS

1. The major GRA project will be to standardize the BPS approach to delivering annual demographic, business and employment data to the 52 neighborhood business districts in Portland. The GRA will work with BPS staff to develop a website using web-based data visualizing for stakeholder access to this data.
2. Assist with data collection and analysis on building permit and land use review trends for ongoing tracking of development activity.
3. Conduct research and analysis related to long range land use planning and real estate economics for various planning projects.
4. Assist staff in data collection and analysis to develop a displacement impact analysis tool to be used by BPS staff and bureau partners.
5. Conduct site visits to residential and commercial development sites for policy research and analysis related to development standards.

PSU Administrative Support

- Set up arrangements for student GRA's, working in conjunction with the Toulan School finance administration specialist.
- Manage grant account, expenditures and other duties as assigned.

PSU Project Manager

GRA supervision and support

- Recruit, screen and recommend to BPS graduate students (usually MURP but not limited to MURP) for the GRA scholarship that is funded by BPS.
- Recruit diverse students to apply for this scholarship/stipend program.
- Consult with BPS program managers throughout the year on GRA performance.

- Meet with GRA's each term or as needed with BPS program manager to review work.
- Based on budget availability, develop summer work program for one or more GRA's based on BPS program needs.

IGA management

- Oversee PSU administrative support
- Meet annually with BPS program managers on contract renewals to develop scope of work and annual budgets, to review quarterly expenditures and to resolve any issues that may arise.

BPS Project Manager or Delegates

- Review PSU recommended graduate students, and make selections for internships.
- Supervise interns for work assignments
- Coordinate with PSU on overall project and GRA performance.
- Meet with Project Manager and GRA each term or as needed to review work.
- Based on budget availability, develop summer work program for one or more GRA's based on BPS program needs.