

INTERGOVERNMENTAL AGREEMENT NO.

188874

This INTERGOVERNMENTAL AGREEMENT ("Agreement"), effective January 1, 2018 is between the City of Portland, Oregon, hereafter referred to as "City", and Portland State University, hereafter referred to as PSU, on behalf of its Business Outreach Program. City and PSU may be referred to jointly in this Agreement as the "Parties" and individually as a "Party."

RECITALS:

- A. D/M/W/ESB certified contractors demonstrate a proven commitment to business practices that benefit the City of Portland, and
- B. Participants in the City's Prime Contractor Development Program (PCDP) – Strategic Roadmap Initiative (SRI) are either currently in the PCDP program or specifically invited; and
- C. For many businesses, especially the smaller disadvantaged, minority-owned and women-owned businesses, capacity building is difficult on their own, due of lack of awareness/education on the subject, the amount of time needed to document, research and/or implement practices, or lack of funds to support necessary changes; and
- D. The City has the opportunity to partner with PSU which is already providing education and technical assistance to businesses in Oregon, in hopes of increasing the number of businesses receiving City contracts; and
- E. PSU Business Outreach Program's (BOP) mission is to help local small businesses, including disadvantaged, emerging, minority, and women-owned businesses, achieve their potential while providing college students with opportunities for community-based learning; and
- F. PSU BOP has a proven history of providing technical assistance and business consulting services to small business owners and micro-entrepreneurs through professional one-on-one consulting to clients enrolled in their long-term support programs, as well as through workshops, trainings, and peer-based learning opportunities to entrepreneurs in the community.

NOW, THEREFORE, in consideration of the promises and covenants contained in this Agreement, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows.

AGREED:**I. SCOPE OF WORK**

The Prime Contractor Development Program – Strategic Roadmap Initiative (SRI) is designed to assist businesses in developing and implementing a strategic roadmap for their businesses. A strategic roadmap is a time-based plan that defines where a business is, where it wants to go, and how to get it there. The SRI will be a 9-month program that includes peer-based learning opportunities, one-on-one advising and access to the PSU network of resources and referrals. In collaboration, the City, PSU and sub-contractors will deliver the SRI program to 10 participants.

Program Structure:

Clients enrolled will be eligible for the benefits of the following program structure:

- *Assessment:* An assessment of key business markers will be conducted upon admission to the SRI. This assessment will determine a businesses' current status in six key areas of business: leadership, operations, business acquisition, project mix, financial management, and team.
- *One-on-one Advising:* Participants will meet with a business advisor(s) to review the assessment. Each Participant will identify 3 or 4 markers that she/he wants to improve in the business during the next year using best business practices. A goal, or a desired future state, for each marker will be identified. The participant will then develop practical steps that he/she can take to get from the current position to the desired position for each marker.
 - Participants will also meet at least once each month with a business advisor to discuss their strategic roadmap and how they are progressing at implementing the steps to achieve the future desired state.
- *Peer-based Learning Meetings:* Participants will attend a series of lectures/discussions over a seven-month timeframe and be introduced/reminded of best business practices in strategic thinking, leadership, financial management, people management, business acquisition, and operations. A business case that is applicable to the participant businesses' will be studied. This case method of study facilitates the learning of facts, terminology, and best practices providing a forum and concrete topics for discussion. Professional dialogue will be encouraged and participants will be empowered to reflect upon the peculiar demands of their businesses.
- *Final Presentation/Graduation:* At the end of the SRI, participants will present their roadmap to peers, advisors, city staff, and industry leaders.

PSU Roles and Responsibilities

PSU will provide the following support with program development, delivery, oversight and execution:

- Assist in outreach and selection of cohort members
- Support curriculum and program execution with BOP staff, PSU faculty, professional community networks, etc.
- Provide a network of community resources and referrals including lending programs
- Access to student support network for consulting teams and technical assistance
- Access to PSU BOP business development workshops and trainings, including bookkeeping workshops, business development workshop series, business development workspaces, and quarterly learn + network events, during active program participation
- Tools, templates, and resources to increase business owners' business operations knowledge, skills, and abilities
- Organization of space for holding cohort meetings and one-on-one meetings
- Management and oversight of program execution, benchmarking, reporting and outcome tracking
- Oversight of subcontractors (i.e. Instructor/Business Advisors)
- Reporting and program communications with City and other partner organizations
- Annual tracking and reporting (exact format to be determined by the City and PSU), after graduation

The City will subcontract a course instructor/business advisor, whose primary role will be program instruction and program delivery management. The instructor/business advisor will report directly to PSU BOP Executive Director and the City.

It is intended that after the pilot year, the City and PSU will renegotiate the scope and cost of the SRI program to ensure ongoing community offerings.

Businesses will be eligible to enroll in this program and receive up to 9 months, starting at their enrollment date, technical assistance and consulting support.

In conjunction with the City, PSU, and the Instructor, recruitment and outreach will be conducted to enroll entrepreneurs in the technical assistance program.

II. SPECIFIC CONDITIONS OF THE AGREEMENT

- A. **TERM:** The term of the Agreement will begin January 1, 2018 and end September 30, 2018 (the "Term"), unless terminated sooner under a provision of this Agreement. The term of this Agreement may be extended for successive fiscal years by amendment.
- B. **INTERGOVERNMENTAL AGREEMENT MANAGER:** The City's Intergovernmental Agreement Manager for this Agreement shall be Stacey Drake Edwards. PSU's Intergovernmental Agreement Manager for this Agreement shall be Lara Damon.
- C. **AMENDMENT:** All changes to this Agreement, including changes to the scope of work and Agreement amount, must be made by written amendment, signed by both Parties to be valid. PSU understands that City employees have no actual or apparent authority to enter into amendments, except as may be specifically granted by the City Council, or to waive the approval of the City Attorney's Office.

III. PAYMENTS

- A. The City agrees to pay PSU a total of THIRTY THOUSAND DOLLARS (\$30,000) for the program administration, oversight and technical assistance services described above. PSU shall invoice the City for the full amount to the City Intergovernmental Agreement Manager for approval. The City of Portland will pay PSU the amount of the invoice within thirty (30) days of the approval date.
- B. Payments under this Intergovernmental Agreement may be used only to provide the services (including payment of any internal PSU facilities or administrative costs) or take the actions previously indicated in this Intergovernmental Agreement and shall not be used for any other purpose.

IV. GENERAL AGREEMENT PROVISIONS

- A. **TERMINATION.** Either Party may terminate this Agreement by giving thirty (30) days written notice to the other Party. If this Agreement is terminated prior to the end of the Term, PSU shall be entitled to be paid for work performed prior to the termination date if such work was performed in accordance with the Agreement prorated based on when in the fiscal year the Agreement is terminated. In the event of a termination, PSU shall submit to City a final billing in a manner consistent with Section III. A. of the Agreement. The City shall not be liable for indirect or consequential damages.
- B. **CONFLICTS OF INTEREST.** No public official, during his or her tenure or for one year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds

thereof. No public official who participated in the award of this Agreement shall solicit employment from or be employed by the other Party during the period of the Agreement.

- C. OREGON LAWS AND FORUM. This Intergovernmental Agreement shall be construed according to the laws of the State of Oregon, without regard to its provisions regarding conflict of laws. Any litigation between the Parties arising under this Agreement or out of work performed under this Agreement shall occur in the Multnomah County court having jurisdiction thereof.
- D. INDEMNIFICATION. To the extent permitted by Oregon law, and in accordance with the provisions of the Oregon Tort Claims Act, ORS 30.260 through 30.300, including the limits of liability for public bodies set forth therein, PSU shall defend, save, and hold harmless the City of Portland, its officers, agents, and employees, from all claims, suits, or actions arising out of the negligent acts, errors, or omissions of PSU and its agents or employees in performance of their duties under this Agreement and the City of Portland shall defend, save and hold harmless PSU, its officers, agents and employees, from all claims, suits or actions arising out of the negligent acts, errors or omissions of the City of Portland and its agents and employees in performance of its duties under this agreement. This Section shall survive termination or expiration of this Agreement.
- E. SEVERABILITY. If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
- F. INTEGRATION. This Agreement contains the entire agreement between the Parties and supersedes all prior written or oral discussions or agreements. There are no oral or written understandings that vary or supplement the conditions of this Agreement that are not contained herein.
- G. THIRD PARTY BENEFICIARIES. There are no third-party beneficiaries to this Agreement. The Agreement may only be enforced by the Parties.
- H. ELECTRONIC MEANS, COUNTERPARTS. The Parties agree that they may conduct this transaction, including any contract amendments, by electronic means, including the use of electronic signatures. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and such counterparts shall constitute one and the same instrument.
- I. NOTICE: Any notice or communication under this Agreement by either Party to the other shall be deemed given and delivered (a) forty-eight (48) hours after being dispatched by registered or certified U.S. mail, postage prepaid, return receipt requested, (b) when received if personally delivered, or (c) if sent by e-mail or other form of electronic transmission, with receipt of confirmation that such transmission has been received, and:

A notice or communication to the City shall be addressed as follows:

City of Portland
Procurement Office
Attn: Stacey Drake Edwards, Program Manager
1120 SW 5th Avenue, Rm 750

Portland, OR 97204
P: (503) 823-9166
Stacey.edwards@portlandoregon.gov

A notice or communication to PSU shall be addressed as follows:

PSU Business Outreach Program - SBA
Attn: Lara Damon, Executive Director
PO Box 751
Portland, OR 97207-0751
P: (503) 725-9822
larad@pdx.edu

With a copy to PSU addressed as follows:

Contracting and Procurement Services
Attn: Contracts Officer
PO Box 751 (FAST-CAPS)
Portland, OR 97207-0751
P: (503) 725-3441
contract@pdx.edu

- J. DISPUTE RESOLUTION: If a dispute arises regarding this Agreement, the Parties agree to exercise good faith in expeditiously resolving any conflict. All conflicts should first be discussed and resolved if at all possible by the persons identified in the Notice Section. Any conflicts not resolved by the contact person shall be elevated to the designee of the governing board of the Parties.

Dated this _____ day of _____, 2018

CITY OF PORTLAND

PORTLAND STATE UNIVERSITY

APPROVED AS TO FORM:

City Attorney