

PSU Agreement # \_\_\_\_\_

CITY Agreement # \_\_\_\_\_

**INTERGOVERNMENTAL AGREEMENT (IGA)  
For the Hatfield Resident Fellows Program**

This Intergovernmental Agreement (this "Agreement") is by and between **Portland State University on behalf of its Mark O. Hatfield School of Government Center for Public Service ("PSU")** and **The City of Portland ("CITY")**, individually the "Party", collectively the "Parties", hereinafter.

**CITY INFORMATION**

*Representative:* Larry Nelson  
*Title:* Finance Manager  
 Bureau of Human Resources  
 City of Portland

*Address:* 1120 SW 5<sup>th</sup> Avenue, Room 404  
 Portland, OR 97204

*Telephone:* (503) 823-6118

**PSU INFORMATION**

*Representative:* Jennifer Everett  
*Title:* CPS Budget Administrator  
 Portland State University  
 Hatfield School of

Government

*Address:* Center for Public Service  
 PO Box 751 (PA – ELI)  
 Portland, Oregon 97207 -

0751

*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 June 30, 2022, unless extended or terminated sooner under provisions identified within this Agreement. The Hatfield Resident Fellow Program Statement of Work (Exhibit A) and the Hatfield Resident Fellows Program Description (Exhibit B), hereby incorporated by reference, will be amended annually, as needed, with information on the number of sponsored Fellows, the work to be performed, and the cost and payment schedule.

**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 Public Service Oregon. 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.

Public Service Oregon recruits national class talent for Oregon and provides professional development and training 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 the City of Portland to participate in the Hatfield Resident Fellowship Program offered by PSU.

### **3. Scope of Cooperation**

#### **A. PSU agrees to:**

1. Recruit and select a Fellow that meets CITY'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 ("EXHIBIT A"). If PSU is not able to provide a suitable replacement Fellow, PSU shall pro-rate the CITY Sponsorship 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 a 3 or 4 day onboarding and training institute for Fellow(s) in July. CITY representatives are invited to attend.
5. Arrange for additional professional 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. CITY agrees to:**

1. Provide a non-renewable placement not-to-exceed duration of 32 hours a week for 32-weeks for each Fellow from July through February. This placement includes a one-week winter break in December. Specific dates and details will be determined annually and stipulated in each Fellow's Statement of Work (Exhibit A) and Hatfield Resident Fellows Program Description (Exhibit B).
2. Release Fellow(s) for one half day on the last Thursday of each month for the duration of the Fellowship. During this time, Fellows will participate in professional development facilitated by PSU faculty and staff in areas of public service and governance in Oregon.

3. 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.
4. Complete a Statement Of Work ("SOW", see Exhibit A) 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 performs project-focused work under adequate supervision.
5. Validate any sick leave or unexcused absences taken by Fellow and report to PSU Fellows Program Manager at the beginning of each month.
6. Evaluate and provide feedback on each Fellow upon request by PSU.

#### 4. Consideration

- A. CITY agrees to pay PSU, from available and authorized funds in an amount not-to-exceed \$960,000 over the four-year life of this Agreement. This amount is based on an estimate of six (6) Fellows per year at \$40,000 per Fellow (the Sponsor Fee) although the number of Fellows may vary from year to year, and/or the fee may be subject to change. The Sponsor Fee consists of the Fellow's wages and PSU's administrative costs. See Exhibit B 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 CITY 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 (Exhibit A) shall clearly identify the sponsoring City Bureau and shall be submitted to PSU for approval:

**Attn:** Fellows Program Manager

**E-mail:** latourec@pdx.edu

**cc:** publicservice@pdx.edu

- C. Administrative fees (included in the Sponsor Fee) for the Hatfield Resident Fellows program (beyond the payment of wages to the Fellows) cover expenses related to program administration, recruitment and placement of the Fellow, delivery of the 3 or 4-day onboarding and training institute provided for the Fellows in July, and monthly ongoing professional development over the term of the placement.
- D. The Sponsor Fee(s) shall be paid in installments by CITY to PSU per the fee schedule detailed in Exhibit B.



## **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 CITY 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 CITY.

## **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. In cases where CITY elects to terminate this contract for purposes of hiring the Fellow into an employment status with CITY prior to the completion of the contract period, the following stipulations will be in effect:
  - 1. Termination of the contract must coincide with the end of Fellow's pay period: the last day of the month.
  - 2. CITY agrees to pay all Fellow wages and other personnel expenses incurred by PSU through the termination effective date.

3. CITY agrees to pay said program balance by the due date stipulated by PSU – 30 days after the amount has been calculated and invoiced.

C. 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 CITY and PSU or between PSU and CITY. 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.

CITY 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, CITY, 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 Hatfield Resident Fellows 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 CITY:** Bureau of Human Resources  
Attention: Larry Nelson  
Telephone: (503) 823-6118  
Facsimile: (503) 823-4156  
Email: larry.nelson@portlandoregon.gov

**To PSU:** Center for Public Service  
Portland State University  
PO Box 751, MC: PA-ELI  
Portland, OR 97207  
Attn: CPS Budget Administrator  
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 conditions and limitations of the Oregon Constitution, Article XI, Section 9, and the Oregon Tort Claims Act (ORS 30.260 to 30.300), CITY shall indemnify PSU against any liability for damage to life or property arising from CITY's actions under this Agreement provided, however, 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.

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 Agreement provided, however, 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.

## **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 CITY that arises out of or relates to performance of this Agreement shall occur, if in the state courts, in the Circuit Court of Multnomah County for the State of Oregon, and if in the federal courts, in the United States District Court for the District of Oregon.

## **17. FERPA**

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

## **18. Merger**

This Agreement, including Exhibit A and Exhibit B, and all executed SOWs, if any, constitute the entire agreement between the Parties. No waiver, consent, modification, or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties. Such waiver, consent, modification, or change if made shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement.

## **19. Signatures**

CITY 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. CITY and PSU agree that they may conduct this transaction by electronic means, including the use of electronic signatures.

**CITY OF PORTLAND:**

By: \_\_\_\_\_  
**Auditor** **Date**

By: \_\_\_\_\_  
**Mayor/Elected Official** **Date**

**PORTLAND STATE UNIVERSITY:**

\_\_\_\_\_  
**Center for Public Service** **Date**

\_\_\_\_\_  
**Contracts Officer** **Date**

**Approved as to Form:**

By: \_\_\_\_\_  
**City Attorney** **Date**



**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 CITY 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 Intergovernmental Agreement (the "Agreement") effective July 1, 2018 between CITY 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 the CITY should keep a copy of this Exhibit and e-mail a copy to the following address for approval:

**Attn:** Program Manager  
**E-mail:** latourec@pdx.edu  
**cc:** publicservice@pdx.edu

**Name of Fellow**  
(insert)

**Name of City Bureau**  
(insert)

**City Bureau Address**  
(insert)

**City Bureau Representative/Supervisor for this Project**  
(insert)

**City Bureau Representative/Supervisor Contact Information (telephone, fax and email)**  
(insert)

**Start Date – End Date**  
July 9, 2018 – February 22, 2019  
(Includes 4-day onboarding and training institute from July 9 - 12, 2018 in addition to one week unpaid time off from December 24, 2018 through December 28, 2018) \*

Additionally, Fellows are eligible for sick leave at an accrual rate of 1 hour of sick leave per 30 hours worked.

*\*dates pending confirmation*

**Project Description & Objectives**  
(insert 1-2 paragraphs for each project)

**Project Deliverables**

(insert)

**Quality Standards and Acceptance**

(insert standards for evaluating and accepting deliverables performed during the fellowship.)

**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 onboarding and training institute (on topics such as performance measurement and management, public sector financial management, e-government, and sustainability) held July 9-12, 2018 at Portland State University.

**Other Salient Information**

(insert)

**Agency Supervisor:**

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Signature

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Date

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Printed Name

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Title

**Center for Public Service:**

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Signature

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Date

---

Printed Name

---

Title

**Portland State University Contracts Officer:**

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Signature

---

Date

## Exhibit B Hatfield Resident Fellows Program Description

### Overview:

- Highly competitive 32-week, 32-hour per week commitment.
  - Fellows submit a resume, writing sample(s), letters of reference and complete an interview.
- Fellows receive a total amount of \$24,000 paid in salaried wages over the course of the fellowship. Fellows are placed with state and local agencies, and nonprofits located in Oregon; some in Washington and California.
- Fellows attend a 3 or 4-day onboarding and training institute at PSU in July.
- Fellows attend monthly meetings for professional development, networking and team building for a half-day on the last Thursday of each month for the duration of the Fellowship (with the exception of December, meeting on the second Thursday).

### Agreement Mechanism and Consideration:

#### *Sponsor (CITY)*

- Provide a scope of work that describes project objectives, deliverables, and acceptance criteria (Statement of Work, Exhibit A);
- Sign an intergovernmental agreement which is reviewed/approved by PSU's Contracts Office; and
- Provide a total amount of \$40,000 per Hatfield Fellow.
  - This sum covers expenses related to program administration such as the recruitment and placement of the Fellows, the 3 or 4-day onboarding 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	2018 SPONSOR FEE	2018 FELLOW SALARY
<b>Hatfield Resident Fellowship (32 week placement)</b>	<a href="http://www.pdx.edu/cps/details-of-hatfield-resident-fellowship">http://www.pdx.edu/cps/details-of-hatfield-resident-fellowship</a>	\$40,000	\$24,000

#### *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.

**Payment Schedule Example (per Fellow):** An initial payment in the amount of \$12,000 will be due no later than July 31, 2018 to cover the expenses incurred for Fellow recruitment, placement, training and the first month's wages.

A second payment in the amount of \$8,000 will be due no later than September 30, 2018.

A third payment in the amount of \$12,000 will be due no later than December 31, 2018.

A fourth and final payment in the amount of \$8,000 will be due no later than February 28, 2019.

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