

**Intergovernmental Agreement
GOVERNMENT CONTRACT (Non-190 AGREEMENT)
Portland State University Agreement No: _____
City of Portland Agreement No: 30006506**

Scholarships 2018-19

This Intergovernmental Agreement (this "IGA") is entered into by the City of Portland, acting by and through the Portland Housing Bureau ("PHB") and Portland State University ("PSU").

This IGA is authorized pursuant to ORS 190.010.

PURPOSE

PHB and PSU desire to work together to provide selected PSU students with the opportunity to earn scholarships and stipends while working at PHB with policy and data staff to analyze a variety of housing data, craft housing policy, and create and implement programs. By this IGA, PSU agrees to support PHB's work in the housing policy and research. PHB 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, 2019.
2. Scope of Work. The scope of work (the "Scope of Work") is contained in Exhibit B. PSU agrees to perform the Scope of Work in accordance with the terms and conditions of this IGA.
3. Student Selection Process. PSU and PHB 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. PHB will pay PSU a maximum total of \$15,000.
5. Project Representatives. Each party has designated project managers to be the formal representatives for the Scope of Work. All reports, notices, and other communications required under or relating to this IGA shall be directed to the appropriate individual.

PHB:

Project Manager: Emily Benoit and Victoria James

Address:

421 SW 6th Ave., Suite #500
Portland, OR 97204
Phone: 503-823-4459 (Emily), 503-823-3403 (Victoria)
Fax: 503-823-2387
Email: emily.benoit@portlandoregon.gov
Email: victoria.james@portlandoregon.gov

PSU:

Project Manager: Aaron Golub

Address:

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

Contract Officer: Paul Thomas

Address:

Portland State University
Contracts Office
PO Box 751
Portland, OR 97207
Phone: 503-725-9869
Email: plthomas@pdx.edu

6. Subcontracts. PSU shall not enter into any subcontracts for any of the Scope of Work scheduled under this IGA without obtaining prior written consent from the PHB 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 PHB for reimbursement of services performed, noting the Scope of Work and PHB 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 PHB Project Manager.
- C. PSU shall submit to PHB 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 7 days after this IGA terminates to meet PHB year-end deadlines.
- D. Invoices shall be submitted, identifying PHB IGA number, to:

Emily Benoit, Public Records and Housing Management
Assistant
Portland Housing Bureau
421 SW 6th Ave, Suite #500
Portland, Oregon 97204

- E. PHB shall pay all approved invoices within 30 days.
- F. Payment shall be picked up in person from the PHB Auditor's Office 30 days after invoice.
- G. 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 Termination Date of this Agreement is June 30, 2018. The parties currently anticipate, however, that they will either enter into a new agreement on substantially similar terms and conditions or amend this Agreement to continue the services described in the Agreement during the next fiscal year.
- B. Early Termination of Agreement. This Agreement may be terminated at any time by mutual written consent.
- C. If the Parties have entered into a subsequent agreement to continue the services described in Agreement Section II(A), work shall continue under the subsequent agreement and PHB shall submit a final billing request for work performed under this Agreement within sixty (60) days of the date of termination and PHB will be reimbursed eligible costs incurred through the date of termination in accordance with Section VII.

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- D. If the Parties have not entered into a subsequent agreement to continue the services described in this Agreement, then, upon termination of this Agreement:
1. the work shall cease promptly and a final billing request submitted within sixty (60) days of the effective date of termination;
 2. eligible costs incurred through the date of Agreement termination will be reimbursed, and
 3. PHB shall take such actions and execute and deliver such documents as PSU may reasonably request to provide for an orderly transfer of the urban renewal work conducted by PHB under this Agreement back to PSU or to a third party agreed to by PSU and PHB.

11. Conflict Resolution.

If a dispute arises regarding performance under this Agreement, both parties agree to exercise good faith in expeditiously resolving said conflict in the following manner.

- A. All conflicts should first be discussed and resolved if at all possible by the Contract Managers specified in Section V.
- B. Any conflicts not resolved by the Contract Managers shall be elevated to the Contract Signatories for discussion and resolution.

12. Compliance with Laws. In connection with its activities under this Agreement, the parties shall comply with all applicable federal, state and local laws and regulations.

13. Status Reports. PSU shall submit data and information to PHB on its activities under this Agreement, as PHB may reasonably request from time to time in order to monitor the delivery of services and the expenditure of funds budgeted for the services.

14. Delivery / Maintenance of Records. Both parties shall maintain records on a current basis to support billings for work performed under this Agreement. Such billing records shall be retained as well as all other records related to performance of work done under this Agreement (including but not limited to records whose custody PSU transferred to PHB pursuant to this Agreement) as long as necessary to satisfy IRS records retention requirements and, in any event, until the later of (a) 3 years after termination of this Agreement, (b) the date that any dispute arising under this Agreement is resolved or (c) the date that such records may be destroyed under applicable records retention laws. Either party or its authorized representative shall have the authority to inspect, audit and copy, on reasonable notice and from time to time, all such records to comply with audit requirements or meet other business needs.

15. Amendments. This Agreement may be amended only in writing signed by the Contract Signatories. For amendments pertaining only to EOI Activities, the Director of PHB is authorized to be such Signatory for PHB if such amendment not more than 25% of the EOI budget amount set forth in this Agreement. The PHB Director may also be the Signatory for PHB for changes to the scope of services or terms and conditions for such EOI Activities.
16. 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.
17. 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.
18. 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.
19. 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.
20. No Third-Party Beneficiary. PHB 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.
21. 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 PHB 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 PHB for any such liability arising out of the wrongful or negligent acts of employees or agents of PHB. To the extent permitted by Oregon law (ORS 30.260 through 30.300) and the Oregon Constitution, Article XI, Section 7, PHB shall indemnify PSU against any liability for damage to life or property arising from PHB's actions under this IGA. Provided, however, that PHB 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.

22. 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.
23. 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.
24. The parties agree that PHB and PSU may conduct this transaction, including any contract amendments, by electronic means, including the use of electronic signatures.

**CITY OF PORTLAND HOUSING
BUREAU**

DO NOT EXECUTE

Shannon Callahan, Interim Bureau
Director

Date

APPROVED AS TO FORM:

DO NOT EXECUTE

City Attorney

PORTLAND STATE UNIVERSITY

DO NOT EXECUTE

Authorized Signature

Date

APPROVED AS TO FORM:

DO NOT EXECUTE

Portland State University Legal Counsel

Attachment A Scope of Work

Housing Interns

One Portland State University (PSU) Graduate Research Assistant (GRA) will work at the City of Portland Housing Bureau (PHB) to perform the following activities in the Academic Year 2018/19. The GRA will come from the Master of Urban and Planning Program (MURP) and be a Portland Planning Diversity Awardee.

Research and Policy Support to PHB

1. Conduct research, data collection, and analysis of internal, local, state, and federal housing policy.
2. Assist PHB staff in creating and implementing housing policy and programs.
3. Assist PHB staff in interfacing with the community and stakeholders via including the creation of informational material and staffing advisory committees. Community engagement will include working with diverse stakeholders and community organizations.
4. Assist PHB staff with communications materials for internal and external publication.

PSU Administrative Support

- Set up arrangements for student GRA's, working in conjunction with the Toulon 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 PHB graduate students (usually MURP but not limited to MURP) for the GRA scholarship that is funded by PHB.
- Recruit diverse students to apply for this scholarship/stipend program.
- Consult with PHB program managers throughout the year on GRA performance.
- Meet with GRA's each term or as needed with PHB program manager to review work.
- Based on budget availability, develop work program for one or more GRA's based on PHB program needs.

IGA management

- Oversee PSU administrative support
- Meet annually with PHB 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.

PHB Project Manager or Delegates

- Review PSU recommended graduate students, interview and make selection(s) for internship(s).
- 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.
- Develop work program for GRA(s) based on PHB program needs.