

**INTERGOVERNMENTAL AGREEMENT NO.**

This INTERGOVERNMENTAL AGREEMENT (“Agreement”), effective September 1, 2018 (“Effective Date”) is between THE CITY OF PORTLAND, OREGON, PORTLAND CHILDREN’S LEVY (PCL), and the PORTLAND STATE UNIVERSITY (University) and who may be referred to jointly in this Agreement as the “Parties” and individually as a “Party.”

**RECITALS:**

1. The voters passed the Children’s Levy in November 2002 to support early childhood education programs, child abuse prevention and intervention programs, and after school and mentoring programs to serve the children of the City of Portland.
2. The voters renewed the Children’s Levy in November 2008 to continue supporting early childhood education, child abuse prevention/intervention, after-school and mentoring programs, and to begin funding programs that support children in foster care.
3. The voters renewed the Children’s Levy a second time in May 2013 to continue supporting early childhood education, child abuse prevention/intervention, after school, mentoring and foster care youth programs, and to begin funding programs to relieve childhood hunger.
4. In a public meeting on February 26, 2018 the Allocation Committee of the Children’s Levy allocated up to \$150,000 toward two endeavors, in the event that voters reauthorized the Levy: 1) extensive community engagement to inform future service priorities for levy funding and 2) feedback and recommendations from Levy funding recipients, past applicants, and other key stakeholders to improve Levy grantmaking processes.
5. In May 2018 voters approved a third renewal of the local option property tax levy to continue supporting the Portland Children’s Levy.
6. The City issued a competitive Intermediate Request for Proposals (IRFP) to engage a consultant capable of implementing a qualitative research project to solicit feedback and recommendations from Levy funding recipients, past applicants, and other key stakeholders to improve Levy grantmaking processes. The UNIVERSITY was selected through IRFP to implement this project.

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 & BUDGET

During the term of this Agreement, the Parties have agreed:

- A. University shall design and implement a qualitative research project that effectively solicits meaningful feedback from local service providers and other key Levy stakeholders as appropriate to: 1) understand experiences with the PCL grant application and funding decision processes (including one step versus two-step process, funding application criteria, review process and criteria, staff review and recommendation process, Allocation Committee funding decision process); 2) identify key themes in those experiences that suggest strengths and areas for improvement in PCL's grantmaking processes; and 3) provide recommendations for improving PCL's grantmaking processes.

Qualitative research methods shall include:

- 4 – 6 focus groups and 18 – 22 interviews with funded and unfunded applicants and/or other key stakeholder groups as agreed upon by PCL and UNIVERSITY and representing diverse experiences across Levy funding recipients, applicants, and/or other key stakeholders to Levy grantmaking.
  - Institutional Analysis of the Levy grantmaking process focused on the funding application, scoring criteria and point values, volunteer review of applications, staff funding recommendations process, and Allocation Committee deliberation process.
  - Literature review focused on best practices for equity in grantmaking processes
- B. PCL shall meet at least monthly with UNIVERSITY to provide necessary information to conduct the tasks specified above, oversee the work and provide support as needed. PCL will communicate with UNIVERSITY via phone, email, and meetings as needed to help UNIVERSITY identify key questions, partner in the development of the research plan and share the plan with appropriate parties for review and input.
- C. UNIVERSITY shall provide the following DELIVERABLES on the timeline as follows:
- Written Research Plan that includes project goals, key questions/topics for input, list of stakeholders to engage, methods for soliciting input from each of the identified stakeholders (e.g. focus groups, interviews, listening sessions, meetings, facilitated discussions, surveys). **Due: October 1, 2018.**
  - Progress Report to PCL staff using a form supplied by CITY on recent and upcoming activities. **Due: November 30, 2019.**
  - DRAFT Version of Process Improvement Report that includes a description of methods used to engage the stakeholders, a summary of themes and findings of input received, identify opportunities for improving Levy processes/operations, recommend solutions to improve the grantmaking process including but not limited to: application, review, scoring, and award process, and PCL operations generally. Draft report will also include a summary of participants' satisfaction with the process. **Due: No later than December 10, 2018.**

- Discussion of DRAFT report between PCL staff and Proposer: meet with PCL staff to discuss report, including findings and implications. **Due: No later than December 14, 2018.**
  - FINAL Version of Process Improvement Report that includes a description of methods used to engage the stakeholders, a summary of themes and findings of input received, identify opportunities for improving Levy processes/operations, recommend solutions to improve the grant review, scoring, and award process, and PCL operations generally. **Due: No later than December 31, 2018.**
  - Report Presentation to PCL Allocation Committee in a public meeting. **Due: January 2019: date to be determined.**
- D. UNIVERSITY shall perform project and receive payment in accordance with the budget presented in ATTACHMENT A – BUDGET. UNIVERSITY may adjust the Budget at its discretion, provided that any adjustments do not exceed \$49,424 and are consistent with the Project.

## II. SPECIFIC CONDITIONS OF THE AGREEMENT

- A. TERM: The term of the Agreement shall begin September 1, 2018 and continue through January 31, 2019 (the “Term”), unless terminated sooner under a provision of this Agreement.
- B. INTERGOVERNMENTAL AGREEMENT MANAGER: PCL Intergovernmental Agreement Manager for this Agreement shall be Meg McElroy. University’s Intergovernmental Agreement Manager for this Agreement shall be Laura Jensen, Grants & Agreements Officer.
- C. AMENDMENT: All changes to this Agreement, including changes to the scope of work and Agreement amount, must be made by written amendment. The City of Portland’s Commissioner in charge of PCL is authorized to execute amendments to this Agreement on behalf of PCL, provided such amendments are in writing, signed by both Parties, and approved as to form by the City Attorney. University’s Intergovernmental Agreement Manager is authorized to execute amendments to this Agreement on behalf of UNIVERSITY (other than amendments that increase the maximum payment amount), provided such amendments are in writing and signed by authorized representatives of both Parties.
- D. BILLINGS/INVOICES/PAYMENT: PCL’s Intergovernmental Agreement Manager is authorized to approve work, billings and invoices submitted to PCL pursuant to this Agreement and to carry out all other actions referred to herein in accordance with this Agreement. Approval of work shall be limited to the adequacy of the quantity and quality of the deliverable requirements described in the Scope of Work, and in accordance with standard scientific and academic principles.

### **III. PAYMENTS**

- A. PCL agrees to pay UNIVERSITY up to FORTY-NINE THOUSAND NINE HUNDRED AND TWENTY-FOUR DOLLARS (\$49,924) for the qualitative research services described above. University shall invoice no more than once per quarter for qualitative research services rendered. PCL shall pay UNIVERSITY for services performed 30 days after invoices are received.
- B. Payments under this Intergovernmental Agreement may be used only to provide the services or take the actions listed previously 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, UNIVERSITY shall be entitled to be paid for expenses incurred prior to the termination date and any uncancellable expenses if they were incurred in accordance with the Agreement. In the event of a termination, UNIVERSITY shall submit to PCL a final billing in a manner consistent with Section III. A. of the Agreement. PCL 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, UNIVERSITY 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 UNIVERSITY and its agents or employees in performance of their duties under this Agreement and the City of Portland shall defend, save and hold harmless UNIVERSITY, 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. INTELLECTUAL PROPERTY. City of Portland shall wholly own all intellectual property that it produces under this agreement. City of Portland agrees to grant a royalty-free, non-exclusive and irrevocable license to UNIVERSITY to reproduce, publish or otherwise use the intellectual property, except for inventions, developed by City of Portland under this Agreement. City of Portland shall grant UNIVERSITY a non-exclusive, non-commercial, royalty-free right to use City of Portland's invention for scholarly and academic purposes.

UNIVERSITY shall wholly own all intellectual property that it produces under this Agreement. UNIVERSITY agrees to grant a royalty-free, non-exclusive and irrevocable license to City of Portland to reproduce, publish or otherwise use the intellectual property, except for inventions, developed by UNIVERSITY under this Agreement. UNIVERSITY shall grant City of Portland a non-exclusive, non-commercial, royalty-free right to use UNIVERSITY's invention for the public benefit.

City of Portland and UNIVERSITY shall jointly own all intellectual property that they produce while working collaboratively under this Intergovernmental Agreement.

- F. 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.
- G. 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.
- H. THIRD PARTY BENEFICIARIES. There are no third party beneficiaries to this Agreement. The Agreement may only be enforced by the Parties.
- I. 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 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:

Portland Children's Levy  
Attn: Meg McElroy  
319 SW Washington St. Suite 415  
Portland, Oregon 97204  
503-823-2942  
503-823-2979 (facsimile)  
[Meg.McElroy@portlandoregon.gov](mailto:Meg.McElroy@portlandoregon.gov)

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

Portland State University  
Attn: Laura Jensen  
PO Box 751 (SPA)  
Portland, OR 97207-0751  
503-725-9900  
Email: spablack@pdx.edu

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018

CITY OF PORTLAND  
Portland Children's Levy

PORTLAND STATE UNIVERSITY

\_\_\_\_\_  
Name: Jennifer Ward  
Title: Director, Sponsored Projects  
Administration

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Attorney

ATTACHMENT A – BUDGET

Personnel	Salary Rates & Effort			
	Hourly Rate	Hours/ Month	# of Months	Total
<b>PI</b> <i>Thuan Duong</i> OPE @ 47%	\$32.10	54.77	5	\$8,791 \$4,132
<b>Co-PI</b> <i>Alma Trinidad</i> OPE @ 47%	\$51.50	34.32	5	\$8,836 \$4,153
<b>Research Assistant</b>				
<b>GRA</b> OPE @ 7%	\$25.35	64.13	4	\$6,503 \$455
<b>Undergraduate Student Assistant</b>				
<b>TBD</b> OPE @ 2%	\$15.00	32.00	4	\$1,920 \$38
<b>Total Personnel</b>				<b>\$34,829</b>
<b>Services and Supplies</b>				
In State Employee Travel				\$305
Hosting - Meeting Costs for Focus Groups				\$1,026
Incentives - Participant Stipends				\$940
Printing and Publishing - Interview Materials, etc.				\$22
Transcription Services				\$2,500
<b>Total Services and Supplies</b>				<b>\$4,793</b>
<b>Total Direct Costs</b>				<b>\$39,622</b>
<b>Total Indirect Costs @ 26%</b>				<b>\$10,302</b>
<b>Total Direct and Indirect Costs</b>				<b>\$49,924</b>