

**INTERGOVERNMENTAL AGREEMENT
By and Between Portland State University
And
City of Portland**

**City of Portland Contract No.
Portland State University Contract No.**

This Agreement is entered into between the City of Portland, Portland Fire & Rescue, hereinafter referred to as AGENCY, and Portland State University and its Nohad A. Toulan School of Urban Studies & Planning, hereinafter referred to as UNIVERSITY.

WITNESSETH:

WHEREAS AGENCY desires UNIVERSITY's professional services, in accordance with the SCOPE OF WORK hereunder; and

WHEREAS the performance of such services is consistent, compatible and beneficial to the academic role and mission of UNIVERSITY;

Therefore, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

ARTICLE I – DEFINITIONS

"Blueprint for Success" is a comprehensive report which tailors response, prevention, public health and medical services, and training to each individual FMA (defined below). The goal of the Blueprint for Success report is to reveal the specific health and other issues in each FMA and provide the resources to prevent emergency situations before they occur. The Blueprint for Success reports will include recommendations and summary of work.

"Fire Management Area" or "FMA" is a geographic area served by a local PF&R fire station.

"Fiscal Year" is a one-year term beginning on July 1 and ending on June 30.

ARTICLE II - SCOPE OF WORK

Each Fiscal Year of this Agreement, AGENCY will identify FMAs they want studied, and UNIVERSITY will provide the following services for each identified FMA:

- Data Collection and Analysis
- Community Outreach
- Strategic Development with Fire Stations
- Evaluation
- Final Blueprint for Success Report (one report for each identified FMA)

Final Blueprint for Success reports will be due to AGENCY by December 31st of each year.

AGENCY will identify FMAs per Fiscal Year as follows:

FISCAL YEAR	FMAs TO BE STUDIED
7/1/18 – 6/30/19	FMA 25, FMA 14, FMA 12, FMA 11
7/1/19 – 6/30/20	To be determined by AGENCY
7/1/20 – 6/30/21	To be determined by AGENCY

ARTICLE III - AGREEMENT PERIOD

This Agreement is effective on the date of final execution (when the last signature is affixed) and remains in effect until June 30, 2021. Performance may be extended for additional periods by written mutual consent between the parties, so long as this Agreement is extended prior to 30 days before its expiration.

ARTICLE IV – PAYMENT

For annual services provided by UNIVERSITY under this Agreement, AGENCY will be billed the following Graduate Research Assistant (GRA) costs, with no markup, for a total annual not-to-exceed amount of \$6,310:

Annual GRA Not-To-Exceed Amount	
Stipend	\$2,325
OPE	\$47
Student Fees	\$212
Tuition Remission	\$3,726
Total Annual Not-to-Exceed	\$6,310

The annual not-to-exceed amount may be adjusted by UNIVERSITY at the start of each Fiscal Year, based upon actual increased costs and written notice to AGENCY. The total not-to-exceed amount for this Agreement is \$21,000.

UNIVERSITY will submit annual invoices to AGENCY within 30 days of completion of services for the Fiscal Year, which will be paid by AGENCY within 30 days of receipt.

AGENCY certifies that sufficient funds are available to finance AGENCY'S obligations under this Agreement within its 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, AGENCY will notify PSU of its intent to terminate this Agreement. AGENCY shall pay UNIVERSITY for any services provided in accordance with ARTICLE I - SCOPE OF WORK up to the point in time of notification of Non-Appropriation.

Invoices shall be sent to AGENCY within 30 days upon completion of the work for the Fiscal Year, to the address indicated in ARTICLE IV, Notice. Payment shall be sent payable to PSU via ACH.

ARTICLE V - NOTICE

Any notice provided for under this Agreement is sufficient if in writing and delivered to the following:

If to AGENCY: Jay Guo
 Portland Fire & Rescue
 55 SW Ash Street
 Portland OR 97204
 Telephone: 503-823-3726
 Email: jay.guo@portlandoregon.gov

If to UNIVERSITY: Portland State University
 PO Box 751, MC: PA-ELI
 Portland, OR 97207
 Attn: Office Administrator
 Telephone: 503-725-8259
 Facsimile: 503-725-5111
 Email: jennifer.everett@pdx.edu

WITH A COPY TO:

Portland State University

Contracting & Procurement Services
Attn: Contracts Officer
PO Box 751, MC: FAST-CAPS
Portland, OR 97207-0751
Telephone: (503) 725-3441
Facsimile: (503) 725-5594
Email: contract@pdx.edu

ARTICLE VI - PERFORMANCE / REPORTING REQUIREMENT

UNIVERSITY is responsible for the performance of work as stated in ARTICLE I - SCOPE OF WORK. UNIVERSITY shall maintain fiscal records pertinent to this Agreement for at least six (6) years following completion of work under this Agreement. UNIVERSITY shall maintain all fiscal records relating to this Agreement in accordance with generally accepted accounting principles. In addition, UNIVERSITY shall maintain all other records pertinent to this Agreement in such a manner as to clearly document UNIVERSITY's performance hereunder.

ARTICLE VII - CONFIDENTIALITY

Subject to the limitations and conditions of the Oregon Public Records law, UNIVERSITY agrees to keep confidential any AGENCY proprietary information that AGENCY designates as such (by marking same "Confidential") and supplies to UNIVERSITY during the course of this Agreement. Such information will not be included in any published material without prior approval by AGENCY. Also, subject to the limitations and conditions of the Oregon Public Records law, AGENCY agrees to keep confidential any UNIVERSITY proprietary information the UNIVERSITY designates as such (by marking same "Confidential") and supplies to AGENCY during the course of this Agreement. AGENCY and UNIVERSITY agree that, should either receive a Public Records Request (PRR) or subpoena seeking the proprietary and/or confidential documents of the other, the receiving entity will notify the authoring/generating entity within three (3) days of receipt of said PRR or subpoena and will allow the authoring/generating entity the opportunity to defend, at their own expense, against disclosure of the requested records.

ARTICLE VIII - GOVERNING LAW AND VENUE

This Agreement shall be governed and construed in accordance with the laws of the State of Oregon. Any suit for enforcement shall occur, if in the state courts, in the Multnomah County Court having jurisdiction thereover, and if in the federal courts, in the United States District Court for the District of Oregon.

ARTICLE IX - ASSIGNMENT

Neither party may assign or transfer any interest in this Agreement, or assign any claims for money due or to become due during this Agreement, without the prior written approval of the other party.

ARTICLE X - COPYRIGHT

UNIVERSITY may assert copyright on materials that it produces in the performance of the work of this Agreement, except that it cannot assert a copyright over any City of Portland or Portland Fire & Recuse badge, insignia, stamp, and other representation of the City previously copyrighted by the City. The Copyright also does not extend to any AGENCY proprietary or confidential information submitted to prepare the final materials, which remain the work product and intellectual property of the City. AGENCY retains the right to a non-transferable, irrevocable, worldwide, royalty-free, non-exclusive license to use, reproduce, publish or re-publish, or otherwise disseminate such UNIVERSITY-created copyrighted materials for non-commercial purposes so long as the copyrighted materials are appropriately credited. (Non-commercial purposes will include distribution by AGENCY to lawmakers for the purpose of seeking funding or other money for operational use.)

AGENCY may assert copyright on materials that it produces in the performance of the work of this Agreement, except that it cannot assert a copyright over any Portland State University badge, insignia, stamp, and other representation of the University previously copyrighted by the University. The Copyright also does not extend to any UNIVERSITY proprietary or confidential information submitted to prepare the final materials,

which remain the work product and intellectual property of the UNIVERSITY. UNIVERSITY retains the right to a non-transferable, irrevocable, worldwide, royalty-free, non-exclusive license to use, reproduce, publish or re-publish, or otherwise disseminate such AGENCY-created copyrighted materials for non-commercial purposes so long as the copyrighted materials are appropriately credited.

ARTICLE XI - PUBLICATIONS

UNIVERSITY agrees that all publications that result from work under this Agreement will acknowledge that the project was supported by an award from AGENCY.

ARTICLE XII - GENERAL PROVISIONS

In the absence of reference to the terms and conditions contained within the prime source of funding, UNIVERSITY is not responsible for compliance with any terms that are not included or specifically referenced in this Agreement.

ARTICLE XIII - TERMINATION

This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. The Agreement may also be terminated if the AGENCY's funding from federal, state, or other source is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services.

ARTICLE XIV - MODIFICATION

Any modifications or amendment to this Agreement may be approved on behalf of AGENCY by Commissioner-in-charge of Portland Fire and Rescue without need of the approval of the Portland City Council, so long as the modifications or amendments do not substantially alter the financial risk of the City nor increase the total not-to-exceed amount over the life of the contract as set forth in Article IV. Any modifications or amendments that will increase funding needs shall be brought before Portland City Council.

ARTICLE XV – INDEMNIFICATION AND LIMITATION ON LIABILITY

Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, the City of Portland shall defend, indemnify, and hold harmless UNIVERSITY from any and all liability, loss, or damage resulting from claims, demands, costs, or judgements against the UNIVERSITY due to any AGENCY action related to this Agreement, unless taken outside of or contrary to the direction of City's or AGENCY's officers, employees, or agents. UNIVERSITY agrees to promptly notify AGENCY and the Risk Management Division of the City of Portland's Office of Management and Finance of any claims or demands made against UNIVERSITY as a result of any alleged activity by or concerning the work performed under this Agreement.

Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, the UNIVERSITY shall defend, indemnify, and hold harmless AGENCY and the City of Portland from any and all liability, loss, or damage resulting from claims, demands, costs, or judgements against the City or AGENCY due to any UNIVERSITY action related to this Agreement, unless taken outside of or contrary to the direction of UNIVERSITY'S officers, employees, or agents. AGENCY agrees to promptly notify UNIVERSITY of any claims or demands made against UNIVERSITY as a result of any alleged activity by or concerning the work performed under this Agreement.

ARTICLE XVI - INSURANCE

Each Party shall each be responsible for providing worker's compensation insurance as required by law. No Party shall be required to provide or show proof of any other insurance coverage.

ARTICLE XVII – ADHERENCE TO LAW

Each Party shall comply with all federal, state and local laws and ordinances applicable to this IGA. Neither Party will discriminate based on race, religion, color, sex, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, gender identity, source of income, or political affiliation in programs, activities, services, benefits or employment. Neither Party will discriminate against minority-owned, women-owned or emerging small businesses. Each Party shall comply with all requirements of federal and

state civil rights and rehabilitation statutes and local non-discrimination ordinances.

ARTICLE XVIII – CERTIFICATIONS

By execution of this Agreement or acceptance of any payments under this Agreement, UNIVERSITY certifies that:

1. UNIVERSITY is not presently debarred, suspended, proposed for disbarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency.
2. UNIVERSITY is not delinquent on the repayment of any federal debt.
3. UNIVERSITY is in compliance with Sections 5151 to 5160 of the Drug-Free Workplace Act of 1988 (P.L. 100-960, Title V, Subtitle D).
4. To the best of UNIVERSITY's knowledge and belief:
 - (a) No federally appropriated funds have been paid or will be paid by or on behalf of the UNIVERSITY to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
 - (b) If funds other than federally appropriated funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or any employee of a member of Congress in connection with this federally-funded contract, grant, loan or cooperative agreement, UNIVERSITY shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

UNIVERSITY shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including agreements, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

5. UNIVERSITY shall notify AGENCY immediately if there is any change of status in Section 4.

ARTICLE XVI –SIGNATURES

This Agreement may be signed in two (2) or more counterparts, each of which is deemed an original, and which, when taken together, constitutes one and the same agreement. AGENCY and UNIVERSITY agree that they may conduct this transaction by electronic means, including the use of electronic signatures.

THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS AGREEMENT BINDS EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER IS EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. UNIVERSITY, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THE AGREEMENT AND UNIVERSITY AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date

set forth herein by their duly authorized representatives.

PORTLAND STATE UNIVERSITY

By: _____
Phil Keisling, Center for Public Service Director

Date: _____

By: _____
Contracts Officer

Date: _____

CITY OF PORTLAND

Dan Saltzman, Commissioner Date

City Auditor Date

Approved as to form by City Attorney Date