

EXHIBIT A

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

Program Design FY19-20

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 develop a landlord-tenant mediation services pilot program. By this IGA, PSU agrees to support PHB's work in housing policy and research. PHB agrees to pay PSU for services rendered.

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, 2020.
2. Scope of Work. The scope of work (the "Scope of Work") is contained in Exhibit A. PSU agrees to perform the Scope of Work in accordance with the terms and conditions of this IGA.
3. Consideration. PHB will pay PSU a maximum total of \$27,700.
4. 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: Matthew Tschabold

Address:

421 SW 6th Ave., Suite #500
Portland, OR 97204
Phone: 503-823-3607
Fax: 503-823-2387
Email: Matthew.Tschabold@portlandoregon.gov

PSU Principal Investigator: Lisa Bates

Address:

College of Urban and Public Affairs
Portland State University
P.O. Box 751
Portland, OR 97207
Phone: 503-725-8203
Fax: 503-725-8770
Email: lkbates@pdx.edu

Grants and Agreements Officer: Tim Rinner

Address:

Portland State University
PO Box 751 (SPA)
Portland, OR 97207-0751
Phone: 503-725-3418
Email: spawhite@pdx.edu

5. 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.
6. 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.
7. 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.
8. 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:

Matthew Tschabold, Policy and Planning Manager
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.
9. Termination.
- A. The Termination Date of this Agreement is June 30, 2020. The parties may 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.
10. 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 Project Managers specified in Section 5.
 - B. Any conflicts not resolved by the Project Managers shall be elevated to the Contract Signatories for discussion and resolution.
11. 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.
12. 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.
13. 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 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.

14. Amendments. This Agreement may be amended only in writing signed by the Contract Signatories.
15. 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.
16. 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.
17. 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.
18. 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.
19. 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.
20. 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.
21. 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.

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

[SIGNATURE BLOCK APPEARS ON NEXT PAGE]

**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**

PSU Grants and Agreements Officer

Date

Exhibit A
Scope of Work

PSU Project Manager

TOTAL HOURS 230.5

Work product and deliverables, with hours and effective rates, are outlined below:

- **Deliverable One:** participation in relevant planning meetings with Housing Bureau staff, Rental Services Commission members, or other relevant individuals, outside of the scope of deliverables one and two.
 - *Estimate hours: 20.5-throughout project*
 - *Hourly rate: \$120.17*
 - *Total cost: \$2,463.49*

- **Deliverable Two:** compilation and analysis of existing data on landlord-tenant issues or disputes that could be resolved through mediation services.
 - *Estimated hours: 25- through Oct 1*
 - *Hourly rate:\$120.17*
 - *Total cost: \$3,004.25*

- **Deliverable Three:** qualitative research with landlord and tenant organizations and individuals to supplement the data analysis on the issues and disputes that could be resolved through mediation services.
 - *Estimated hours: 75-Jan-April 2020*
 - *Hourly rate: \$120.17*
 - *Total cost: \$9,012.75*

- **Deliverable Four:** an evaluation of the pilot program during and at the conclusion of the pilot program, evaluating effectiveness of the program, outcomes for participants, and other findings of significance.
 - *Estimate hours: 85 Jan-April 2020*
 - *Hourly rate: \$120.17*
 - *Total cost: \$10,214.45*

- **Deliverable Five:** recommendations, derived from the data analysis and qualitative research, on the issues or disputes that could be resolved through mediation services, and recommendations on the structure of a pilot program (i.e., eligibility parameters for landlord or tenant, geographic area of focus, issue or dispute areas of focus, etc.)

- *Estimate hours: 25 April-June 2020*
- *Hourly rate: \$120.17*
- *Total cost: \$3,004.25*

PHB Project Manager or Delegates

The PHB project manager will coordinate and oversee the work of the PSU project manager and coordinate the planning and timelines associated with deliverables.