

CITY OF PORTLAND
PORTLAND STATE UNIVERSITY

INTERGOVERNMENTAL AGREEMENT

This Agreement is entered into between City of Portland, hereinafter referred to as SPONSOR and Portland State University, hereinafter referred to as UNIVERSITY, for the project titled AGE FRIENDLY CITY PILOT PROJECT.

RECITALS

WHEREAS SPONSOR desires UNIVERSITY'S services on the project named above, in accordance with the SCOPE OF WORK hereunder;

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

WHEREAS the City of Portland has funded a one-year pilot of an Age-Friendly City Government Program within the Bureau of Planning and Sustainability (BPS), through June 2020.

WHEREAS the UNIVERSITY's Institute on Aging (IOA) is a multidisciplinary research and educational organization with expertise on aging and strong ties to the City and various community partners.

WHEREAS BPS and IOA have identified several tasks that could be performed by the IOA to help the City get this pilot program started.

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

ARTICLE I - SCOPE OF WORK - UNIVERSITY

UNIVERSITY agrees to perform for SPONSOR the services described in ATTACHMENT 1 ("Scope of Work"),

ARTICLE II - AGREEMENT PERIOD

This Agreement shall become effective on the date of last signature and shall be completed by 12/31/2019. Performance may be extended for an additional six-months by written mutual consent between the parties. Any extension after termination shall be retroactive to the date of termination.

ARTICLE III - UNIVERSITY PERSONNEL

Alan DeLaTorre is responsible for the SCOPE OF WORK of the AGE FRIENDLY CITY PILOT PROJECT under this Agreement for the UNIVERSITY. The UNIVERSITY shall not replace Alan DeLaTorre without prior written approval of the SPONSOR. The requirement for prior written approval does not create an employment relationship between the SPONSOR and Alan DeLaTorre.

ARTICLE IV - CONSIDERATION

In consideration of UNIVERSITY's performance of the Project, SPONSOR shall compensate UNIVERSITY for the cost of the Project in accordance with ATTACHMENT 2 ("Budget"), not to exceed \$20,000.

UNIVERSITY shall invoice SPONSOR upon completion of each final deliverable under the SCOPE OF WORK. SPONSOR shall pay UNIVERSITY within thirty (30) days of receipt of any invoice. UNIVERSITY shall submit invoices by mail or electronic means to:

JOE ZEHNDER

City of Portland
 Bureau of Planning and Sustainability
 1900 SW 4th Ave., Ste. 7100
 Portland, OR 97201
Joe.Zehnder@portlandoregon.gov

SPONSOR certifies that sufficient funds are available and authorized to finance the costs of this Agreement. All payments to UNIVERSITY under this Agreement shall be made by check or wire transfer in accordance with the payment instructions provided with each invoice. For purposes of identification each wire or check payment must refer to the Project title, the Research Agreement number, and the name of the PI.

ARTICLE V - NOTICE

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

If to SPONSOR:

Joe Zehnder
 City of Portland
 Bureau of Planning and Sustainability

 1900 SW 4th Ave., Ste. 7100
 Portland, OR 97201
Joe.Zehnder@portlandoregon.gov
 503-823-7590

If to UNIVERSITY:

Rachelle Richmond
 Portland State University
 Assistant Director of Grants & Agreements
 Administration_Sponsored Projects Administration

 Portland State University, PO Box 751-SPA
 Portland, OR 97207
awards@pdx.edu
 503-725-9900

ARTICLE VI - PERFORMANCE / REPORTING REQUIREMENT

UNIVERSITY is responsible for the performance of work and will provide progress reports of findings, if any, as stated in the SCOPE OF WORK.

UNIVERSITY and SPONSOR shall meet on monthly basis to ensure progress towards completion of said tasks and related efforts funded by other sources.

UNIVERSITY shall maintain fiscal records pertinent to this Agreement for at least three (3) 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 of the SCOPE OF WORK.

ARTICLE VII - PUBLICATION BY UNIVERSITY

UNIVERSITY shall own copyrights on materials produced by UNIVERSITY personnel in the performance of the Project. UNIVERSITY hereby grants SPONSOR a non-transferable, non-exclusive, free copyright license to any reports and deliverables due to SPONSOR according to ATTACHMENT A for any City purpose. Notwithstanding the above, all pre-existing trademarks, services marks, patents, copyrights, trade secrets, and other proprietary rights of UNIVERSITY are and will remain the exclusive property of UNIVERSITY.

UNIVERSITY retains the right to publish or otherwise publicly disclose any results of the Project conducted by UNIVERSITY. At least thirty (30) days prior to submission for publication or disclosure, UNIVERSITY will submit a copy of any proposed manuscript or other disclosure relating to the SPONSOR.

SPONSOR may review such manuscript to identify patentable subject matter and any inadvertent disclosure of SPONSOR's confidential information. Should SPONSOR identify patentable subject matter, SPONSOR

may request that UNIVERSITY file and prosecute a patent application, and delay publication for period of time not to exceed an additional thirty (30) days if necessary to permit the preparation and filing of such patent application.

UNIVERSITY may use, reuse, and analyze the data developed by UNIVERSITY during the course of the Project for teaching or research purposes.

ARTICLE VIII - CONFIDENTIALITY

Subject to the limitations and conditions of the Oregon Public Records law, UNIVERSITY agrees to keep confidential any SPONSOR proprietary information that SPONSOR designates as such in writing and supplies to UNIVERSITY during the course research performed under this Agreement. Such information will not be included in any published material without prior approval by SPONSOR.

ARTICLE IX-INDEMNIFICATION

Subject to the limitations of the Oregon Tort Claims Act (ORS 30.260 through 30.300) and to the extent permitted under law, including without limitation, the Oregon Constitution, Article XI, Section 7,..." UNIVERSITY shall indemnify SPONSOR against any liability for damage to life or property arising from UNIVERSITY'S actions under this Agreement provided, however, UNIVERSITY shall not be required to indemnify SPONSOR for any such liability arising out of the wrongful or negligent acts of employees or agents of SPONSOR.

SPONSOR agrees to be responsible, assume liability, and indemnify UNIVERSITY for SPONSOR'S own wrongful or negligent acts or omissions, or those of its officers, agents, employees or representatives.

ARTICLE X - CONTRIBUTION

If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which the UNIVERSITY is jointly liable with the SPONSOR (or would be if joined in the Third Party Claim), the UNIVERSITY shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the SPONSOR in such proportion as is appropriate to reflect the relative fault of the UNIVERSITY on the one hand and of the SPONSOR on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the UNIVERSITY on the one hand and of the SPONSOR on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The UNIVERSITY'S contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the UNIVERSITY had sole liability in the proceeding.

With respect to a Third Party Claim for which the SPONSOR is jointly liable with the UNIVERSITY (or would be if joined in the Third Party Claim), the SPONSOR shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the UNIVERSITY in such proportion as is appropriate to reflect the relative fault of the

SPONSOR on the one hand and of the UNIVERSITY on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the SPONSOR on the one hand and of the UNIVERSITY on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The SPONSOR's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

ARTICLE XI – CONTROLLING 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 thereof, and if in the federal courts, in the United States District Court for the District of Oregon.

ARTICLE XII – ASSIGNMENT

Neither party shall assign or transfer any interest in this Agreement, nor assign any claims for money due or to become due during this Agreement, without the prior written approval of the other party.

ARTICLE XIII - COPYRIGHT

UNIVERSITY may assert copyright on materials that it produces in the performance of the work of this agreement. SPONSOR shall have irrevocable, worldwide, royalty-free, non-exclusive license to use, reproduce, publish or re-publish or otherwise disseminate such copyrighted materials. SPONSOR has unrestricted access to use data and information from the report for non-commercial purposes.

ARTICLE XIV - 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. If this Agreement is terminated for any reason prior to the completion of the Project, SPONSOR shall reimburse UNIVERSITY for all reasonable costs incurred for the Project through the date of termination. Such costs shall include all non-cancelable commitments that exist at the time the notice of termination is received

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 SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. SPONSOR, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THE AGREEMENT AND SPONSOR 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

CITY OF PORTLAND

Signed: _____

Signed: _____

Name: _____

Name: Ted Wheeler

Title: _____

Title: Mayor

Date: _____

Date: _____

Primary Contact Person: Joe Zehnder

Phone Number: 503-823-7815

Email: Joe.Zehnder@portlandoregon.gov

APPROVED AS TO FORM

City _____ Attorney _____

Attachment 1: Scope of Work

Attachment 2: Budget

ATTACHMENT 1

SCOPE OF WORK

Age Friendly City Pilot Project

The City of Portland has funded a pilot of an Age-Friendly City Government program within the Bureau of Planning and Sustainability (BPS). The University's IOA has the necessary skills and community relationships to help the City successfully launch this program. This IGA will fund IOA to complete several early program startup tasks while the City works to hire program staff.

The two tasks are:

1. **Bureau Leadership Survey.** Design and execute an online survey of key City bureau leadership and management. The survey will focus on identifying what aspects of aging are most impacting their bureau (e.g., concerns for customers, mission-related issues), and identifying a list of existing or planned bureau projects where there may be an opportunity to inject an age-friendly element. The draft survey will be reviewed and approved by the SPONSOR before being executed. The survey should be designed to require no more than 10 minutes for completion. Following SPONSOR'S approval, the survey will be delivered to approximately 100 senior staff in 38 City agencies. The SPONSOR will identify the staff members and provide the appropriate contact information to the UNIVERSITY. The final deliverable is an executed survey and brief, approximately 12-15 page, report documenting and analyzing the results.
2. **Comprehensive Plan Policy Status.** Compile Age-friendly Comprehensive Plan policies and review implementation status/progress. Itemize plan policies related to aging, review how the policies are being implemented, and provide brief summaries of implementation status, including gaps where policies are not yet being implemented. Interview City staff to be identified in collaboration with the SPONSOR to gather information, including but not limited to inquiring whether the policies having any impact. The final deliverable is a memorandum summarizing analysis and documenting policy status.

Complete these tasks by December 31, 2019.

ATTACHMENT 2
BUDGET

Age Friendly City Pilot Project

University Staff: Alan DeLaTorre

Sponsor: BPS

Period: 8/7/19 to 12/31/19

Indirect Rate: 26% (\$4,127)

<u>Task</u>	<u>Position</u>	<u>Rate*</u>	<u>Hours</u>	<u>Total</u>
Bureau Leadership Survey	Research Consultant	\$54.30	194.88	\$10,582
Comprehensive Plan Policy Status	Research Consultant	\$54.30	97.44	\$5,291

Eligible materials and supplies: None

Hourly Rate* based on % FTE salary system