Intergovernmental Agreement Between Portland State University and the City of Portland for Disability Engagement & Equity Study

This Intergovernmental Agreement ("Agreement") is between Portland State University ("PSU") and the City of Portland ("City"). PSU and City shall be collectively referred to herein as the "Parties" and individually as a "Party". The Parties are authorized to enter into this Agreement under ORS Chapter 190.

RECITALS

- A. CITY desires PSU's performance of the services identified in ATTACHMENT A.
- B. PSU's performance of the services is consistent, compatible and beneficial to the academic role and mission of PSU.

Now, therefore, CITY and PSU hereby incorporate the above Recitals and agree as follows:

1. PSU RESPONSIBILITIES

- a. PSU perform the services identified in ATTACHMENT A—SCOPE OF WORK and the deliverables identified in ATTACHMENT B—DELIVERABLES (together the "Project"). Time is of the essence for the PSU's performance under this agreement.
- b. PSU will have responsibility for overall Project management and will consult with the City in each significant step of the Project.
- c. PSU will process and approve invoices related to this project.
- d. PSU will resolve contract claims, and timely pay contractors for work in the Project.
- e. Any CITY funding provided to PSU for the Project but not actually spent must be returned to the CITY within 30 days following the Project closeout.
- f. Subject to the limitations and conditions of the Oregon Public Records law, PSU agrees to keep confidential any CITY proprietary information that CITY designates as such and supplies to PSU during the course of research performed under this Agreement. CITY proprietary information will not be included in any published material without prior approval by CITY. PSU agrees to provide any proposed publication to CITY thirty (30) days prior to submission, to review for the inclusion of CITY-owned confidential information.

2. CITY RESPONSIBILITIES

a. CITY will pay PSU for services performed under this Agreement an amount not to exceed

seventy-five thousand dollars (\$75,000). PSU will submit invoices for payment no less than once every 30 days. Invoices will be submitted electronically to joanne.johnson@portlandoregon.gov.

b. The CITY shall timely respond to all requests for review, input, and approval as provided under this Agreement. The CITY shall not unreasonably withhold, delay, or condition its approval of any item for which its approval is required under this Agreement.

3. CONTRACT PERSONNEL

Masami Nishishiba is responsible for the conduct of research under this Agreement for PSU. PSU shall not replace Dr. Nishishiba without prior written approval of CITY.

The PSU shall use the subconsultants identified in its proposals. PSU shall not change subconsultants' assignments without the prior written consent of CITY. Failure to use the identified subconsultants without prior written consent is a material breach of Agreement.

Name	Role on Project	Subcontract Amount
Real Choice Initiative	Project Mgmt/Planning/Survey Design	\$45, 250 (\$29,835 + \$15,415)
Leila Haile	Outreach/Training	\$12,115
Nico Serra	Training/Outreach/Reporting	\$6,965

4. TERM; TERMINATION

This Agreement is effective from the date it is fully executed by the authorized signatories as shown below. PSU shall commence work on the Project as soon as practicable after Agreement execution. This Agreement shall terminate on June 30, 2020.

This Agreement may be terminated by mutual written consent of the Parties or by the CITY at its sole convenience. In the event that a Party determines that there is a material breach of the Agreement which may warrant termination for cause in a contract, the Parties will attempt to resolve the issue of breach and cure under the below Dispute Resolution clause. If this Agreement is terminated for any reason prior to the completion of the Project, CITY shall reimburse PSU 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.

5. MUTUAL RECIPROCAL OBLIGATIONS.

The Parties shall cooperate and exercise good faith efforts and due diligence to complete their respective obligations set forth in this Agreement and assign sufficient resources (whether time,

material or personnel) to ensure the obligations in this Agreement may be accomplished without delay.

6. ACCESS TO RECORDS

Both Parties and their duly authorized representatives shall have access to the books, documents, and records which are directly pertinent to the specific Agreement for the purpose of making audit, examination, excerpts and transcript. Upon written request from the CITY, PSU will provide the CITY copies of Project records including documentation of expenditures.

7. OREGON LAWS AND FORUM

This Agreement shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between PSU and the CITY that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Multnomah County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

8. PARTY REPRESENTATIVES

The Parties' points of contact for this Agreement and the Project work are identified below.

Agreement Representatives:

Rachelle Richmond Portland State University Sponsored Projects Administration PO Box 751 -SPA Portland, Oregon 97207 <u>awards@pdx.edu</u> 503-725-9900 Joanne Johnson City of Portland Office of Community and Civic Life 1221 SW 4th Ave Portland, Oregon 97204 joanne.johnson@portlandoregon.gov 503-823-9970

Legal Representation:

Michael Grieser Portland State University Office of General Counsel 1600 SW Fourth Avenue, Suite 840K Portland, OR 97201 503-725-2648 michael.grieser@pdx.edu Tony Garcia City of Portland Office of the City Attorney 1221 SW Fourth Avenue, Room 430 Portland, OR 97204 503-823-4047 tony.garcia@portlandoregon.gov Any formal notice provided for under this Agreement shall be sufficient if in writing and delivered to the Agreement Representative of the Party. The Project Managers shall be responsible for performance of obligations under this Agreement, approve work and billing and carry day-to-day activities required to accomplish the installation.

9. **DISPUTE RESOLUTION**

In the event of a dispute between the parties, the parties agree to negotiate a settlement in good faith. Should this fail to resolve the dispute, the parties shall be free to pursue resolution through mediation where a mutually agreed upon third party will assist the disputants in reaching a negotiated settlement but has no authority to bind either party to any resolution. If the parties are not able to resolve the dispute after such mediation, the parties shall have the right to pursue other remedies legally available to resolve such dispute.

10. AMENDMENT

This Agreement may not be modified or terminated, nor may any obligations under it be waived, except by written instrument signed by the Party's authorized designee, subject to approval by the Party's legal counsel. The CITY's Agreement Representative or sequential designee is authorized to execute an amendment to this Agreement provided that such amendment does not increase the CITY's financial obligations over 25 percent of the original Agreement amount. PSU's Director of Contracting and Procurement Services is authorized to execute an amendment to this Agreement.

11. CONTRIBUTION IN LIEU OF INDEMNIFICATION

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. Each 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 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 Parties are jointly liable, each Party 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 Party in such proposition as is appropriate to reflect the Parties' relative fault. The Parties' relative fault 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. Each Party's contribution amount in any

instance is capped to the same extent it would have been capped under Oregon law if that Party had sole liability in the proceeding.

12. INSURANCE; WORKERS COMPENSATION

The Parties acknowledge that they are self-insured entities for liability and property damage and are responsible for providing workers' compensation insurance to their own employees as required by law. Each Party's self-insurance shall be maintained at levels to exceed the Oregon Tort Claims Act liability limits applicable to the Party and in sums that would be commercially reasonable to protect the Parties' potential liabilities and interests under this Agreement. Each Party must immediately notify the other, not more than thirty (30) days after, if either Party's self-insurance lapses or in any way becomes ineffective. Any claims for injury or damage to person or property arising out of or alleged to arise out of this Agreement shall be subject to the limitations of the Oregon Constitution and the Oregon Tort Claims Act that may be applicable to the Party. Both Parties are responsible, regardless of the location of an accident, direction and control at the time of an accident, or where work is being performed, for any injury to their subject workers. Neither Party is required to provide or show proof of any other insurance coverage.

PSU is insured through the Oregon Public Universities Risk Management and Insurance Trust. All PSU personnel, officers and employees, acting within the scope of their employment are covered for claims arising out of a single accident or occurrence. PSU is a subject employer under the Oregon Workers' Compensation law in compliance with ORS 656.017 and will maintain worker's compensation insurance throughout the duration of this Agreement. PSU will require that contractors maintain insurance coverage as required in PSU General Terms 2014, with the City of Portland as an "additional insured" entity to the awarded contracts.

13. CONTRACTOR INDEMNITY

PSU shall require its contractors and subcontractors that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the CITY and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260 ("Claims"), to the extent such Claims are caused, or alleged to be caused, by the negligent or willful acts or omissions of PSU's contractor or any of the officers, agents, employees or subcontractors of the contractor. It is the specific intention of the Parties that CITY shall, in all instances except to the extent Claims arise solely from the negligent or willful acts or omissions of the CITY, be indemnified from and against all Claims caused or alleged to be caused by the PSU's contractor or subcontractor.

Any such indemnification shall also provide that neither PSU's contractor and subcontractor nor any attorney engaged by PSU's contractor and subcontractor shall defend any claim in the name of the CITY or any agency of the CITY, nor purport to act as legal representative of the CITY or any of its agencies, without the prior written consent of the City Attorney. The CITY may, at anytime at its election assume its own defense and settlement in the event that it determines that PSU's contractor is prohibited from defending the CITY, or that PSU's contractor is not

adequately defending the CITY's interests, or that an important governmental principle is at issue or that it is in the best interests of the CITY to represent itself. The CITY reserves all rights to pursue claims it may have against PSU's contractor if the CITY elects to assume its own defense.

14. CONTRACTOR INSURANCE REQUIREMENTS

PSU shall contractually require its first-tier contractors ("Contractors") that are not units of local government as defined in ORS 190.003, if any, to: (i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under the contract commences, and (ii) maintain the insurance in full force throughout the duration of the contract. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to CITY. PSU shall not authorize its Contractors to begin work until the Contractor's insurance is in full force. Subsequently, PSU shall monitor the Contractor's continued compliance with the insurance requirements on an annual or more frequent basis.

PSU shall incorporate appropriate provisions in the contract permitting PSU to enforce compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. In no event shall PSU permit work under a contract when PSU is aware that the Contractor is not in compliance with the insurance requirements. As used in this section, "first tier" means a contract in which PSU is a Party.

TYPES AND AMOUNTS.

i. WORKERS COMPENSATION. Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers ' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Employers liability insurance with coverage limits of not less than \$500,000 must be included.

ii. COMMERCIAL GENERAL LIABILITY.

Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to CITY. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence form basis, with not less than the following amounts as determined by CITY:

Bodily Injury, Death and Property Damage:

\$2 million per occurrence (for all claimants for claims arising out of a single accident or occurrence).

iii. AUTOMOBILE Liability Insurance: Automobile Liability.

Automobile Liability Insurance covering all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability

Page 6|16

Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Automobile Liability Insurance must be in not less than the following amounts as determined by CITY:

Bodily Injury, Death and Property Damage:

\$1 million per occurrence (for all claimants for claims arising out of a single accident or occurrence).

ADDITIONAL INSURED. The Commercial General Liability Insurance and Automobile Liability insurance must include CITY, its officers, employees and agents as Additional Insureds but only with respect to the Contractor's activities to be performed under PSU's contract with the Contractor. Coverage must be primary and noncontributory with any other insurance and self-insurance.

"TAIL" COVERAGE. If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the contractor shall maintain either "tail" coverage or continuous" claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the PSU's contract with the Contractor, for a minimum of 24 months following the later of : (i) the contractor's completion and PSU's acceptance of all Services required under the PSU's contract with the Contractor or, (ii) the expiration of all warranty periods provided under the PSU's contract with the Contractor.

Notwithstanding the foregoing 24-month requirement, if the Contractor elects to maintain "tail" coverage and if the maximum period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the contractor may request CITY's approval of the maximum "tail" coverage period reasonably available in the marketplace. If CITY approval is granted, the Contractor shall maintain "tail" coverage for the maximum period that "tail" coverage is reasonably available in the marketplace.

NOTICE OF CANCELLATION OR CHANGE. The Contractor or its insurer must provide 30 days' written notice to PSU before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage.

CERTIFICATE(S) OF INSURANCE. PSU shall obtain from the Contractor certificates of insurance (and additional insured endorsement forms for Commercial General Liability Insurance coverage) all required insurance before the Contractor performs under PSU's contract with Contractor. The certificates or an attached endorsement must specify: (i) all entities and individuals who are endorsed on the policy as Additional Insureds and (ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous 'claims made" coverage.

15. ETHICS AND CONFLICTS OF INTEREST

Each Party will be responsible to ensure that its employees and agents comply with, at minimum, State government ethics requirements under ORS 244, and any entity specific government ethics

and conflicts of interest rules. The Party's officers or employees, during the person's tenure, must not have any financial interest, direct or indirect, in this Agreement or the contracts arising from this Agreement.

16. COMPLIANCE WITH APPLICABLE LAW

The Parties shall comply with all applicable federal, state, and local laws and regulations in carrying out this Agreement, including but not limited to nondiscrimination, civil rights and equal employment opportunity and rehabilitation provisions under applicable federal, state and local laws, including but not limited to: Civil Rights Act of 1964; Rehabilitation Act of 1973; Genetic Information Nondiscrimination Act of 2008; Age Discrimination in Employment Act; the American with Disabilities Act and amendments thereof; ORS Chapters 659 and 659A; and Portland City Code Title 23. The Parties shall not discriminate in the provision of its services to the public or in its employment practices because of race, color, religion, sex, age, disability, familial status, sexual orientation, national origin or other protected status. Employment practices include but are not be limited to: hiring, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Parties shall incorporate the requirements governed by Section 104 of Executive Order 11246 shall comply with the requirements of the Executive Order and relevant federal regulations.

17. SEVERABILITY

If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.

18. FORCE MAJEURE

Neither Party to this Agreement shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that Party's reasonable control. In addition to notifying the other as soon as practicable, the affected Party shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligation under the Agreement.

19. NO THIRD PARTY BENEFICIARY

PSU and CITY are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement. The rights and obligations of each Party under this Agreement may not be assigned in whole or in part without the prior written consent of the other Party.

20. MERGER/COMPLETE AGREEMENT

This Agreement, along with any attachments or exhibits, constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement.

21. COUNTERPARTS; ELECTRONIC TRANSACTION

This Agreement may be executed in multiple counterparts, electronically delivered, all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Agreement so executed constitutes an original. The Parties agree that they may conduct this transaction, including any amendments or extension, by electronic means including the use of electronic signatures and facsimiles.

This Intergovernmental Agreement is effective upon full execution by the authorized representatives of the Parties as shown below.

PORTLAND STATE UNIVERSITY

THE CITY OF PORTLAND

Rachelle Richmond Assistant Director of Grants and Agreements Administration Suk Rhee, Director Office of Community & Civic Life

Date

Date

Approval to Form

City Attorney's Office

189717

ATTACHMENT A—SCOPE OF WORK

A data collection effort focused on Portland's disability communities. The Office of Community & Civic Life will use the data in partnership with other CITY bureaus, researchers, and community stakeholders to ensure community members with disabilities have access to CITY civic engagement processes and other CITY services. The data will also inform Civic Life program development and should address ways diverse disabled Portlanders engage as well as opportunities and barriers to civic and community engagement.

UNIVERSITY OBLIGATIONS

Project Management

- Conduct and manage all logistics of the Study outreach and administration process
- Coordinate internal project roles to ensure progress as indicated by study design.
- Coordinate meetings with bureau partners (e.g., PBOT, PBEM, Housing bureau, etc.) and organizational partners (e.g., Oregon Health Authority, Multnomah County, etc.) and community based organizations to inform study design and data collection.
- Gather available disability data from bureau partners to incorporate into analysis.
- Ensure that diverse lived disability experience is incorporated into each phase of study.
- Ensure that racial and disability equity lenses are used throughout the study.
- Work with CITY staff to complete needed CITY documentation for payment; disburse payment to subconsultants.
- Communicate with Disability Program Coordinator about study project needs and progress.

Study Design & Revision as indicated

Study design to be coordinated by UNIVERSITY and reviewed/approved by Civic Life staff.

Data Collection

- All data collection efforts shall, at minimum, comply with the Americans with Disabilities Act (ADA). This includes:
 - Using ADA compliant facilities for focus groups, town halls, and other community-based activities associated with this study.
 - Providing reasonable modification as required under Title II of the ADA.
 - Providing digital accessibility, including Section 508 and WCAG compliance as described below.
 - Providing alternative formats of surveys, program modifications, and accommodations for interviews upon request.
- Up to five community members shall receive stipends and necessary supports to meaningfully participate in study data collection and analysis.

189717

- Community members shall receive reasonable accommodations and modifications to participate as required under ADA.
- Train data collectors in necessary collection methods and coordinate data collection efforts.
- *Methods will be indicated by study design and may include surveys, interviews, focus group, photo voice, etc.*
- Coordinate meetings with bureau partners (e.g., PBOT, PBEM, Housing bureau, etc.) and organizational partners (e.g., Oregon Health Authority, Multnomah County, etc.) and community based organizations to inform study design and data collection
- Incorporate appropriate and accessible use of media tools into survey methodologies, and data collection methods, where applicable (e.g. online, phone, email, social networking, etc.).
 - Any digital information sharing or data collection shall be conducted using JAWS screen-reader accessible platforms and documents.
 - Survey platform shall be compliant with Section 508 of the Rehabilitation Act and WCAG Standards. More information can be found in these links: Section 508: <u>https://www.section508.gov/</u> Web Content Accessibility Guidelines: <u>https://www.w3.org/WAI/standards-guidelines/wcag/</u>
- Coordinating/facilitating focus groups, interviews, etc
 - Participants shall receive reasonable accommodations and modifications to participate as required under ADA.
- use methodologies that will provide a representative sample of Portlanders, especially inclusion of traditionally underrepresented populations and the data collection in multiple languages.
- University is encouraged to go beyond accessibility and <u>consider the principles of Universal</u> <u>Design</u> in site selection and document creation.
- Document all decisions related to outreach and administration and evaluate effectiveness.

Data Cleanup

- Provide raw and processed data to the City of Portland in:
 - Microsoft Excel spreadsheet
 - Other formats as requested

Data Analysis (ongoing)

- Qualitative and quantitative analysis of data; provide disaggregated analysis (by race, disability type and socioeconomic status). Disaggregate by other identity markers whenever possible.
- Include individuals with disabilities in data analysis.
- Incorporate data provided by Bureau and organizational partners

Reporting

- Provide brief monthly progress reports on study progress.
- Provide comprehensive report of study findings, including executive summary designed for nonacademic audiences. Uses infographics and other communication methods to ensure clarity. All formats must be accessible (usable by screen readers with captioned, tagged, alt-text images; able to be formatted in large print when needed, etc.) Report shall be in plain language, or a plain language version shall be provided separately.
- Final Report shall include: chosen methodology, outreach strategies, in-depth analysis of the results, benchmark comparisons to other cities if applicable, potential impacts of the survey results within the CITY, and recommendations for engagement, program development, and additional study.
- Share summaries, findings, and recommendations with relevant stakeholders, including to the project team, identified bureau staff and leadership, CITY Council, and community members engaged in the process.
- Work with Civic Life and relevant CITY bureaus on coordination and publishing of survey data on the CITY's Open Data Portal for consumption by the public.
- Present the final findings report to Civic Life, CITY bureau representatives, Portland CITY Council, and other parties as needed.
- **Sustainable practices:** Use sustainable practices whenever possible, including but not limited to minimizing paper use, minimizing paper waste, and using post-consumer recycled paper.

Professional services required are likely to include: Study design; data collection, analysis and cleanup; meeting coordination, facilitation, and reporting. The raw and processed data and any reports will be owned by the City of Portland.

The contractor shall perform or subcontract the tasks listed below for this project, and shall be expected to work closely with designated CITY personnel to accomplish these goals:

- Present updates to Civic Life, relevant City of Portland bureau representatives and Portland City Council as needed.
- Lead project management and communications, including progress reports to Civic Life.
- Work closely with Civic Life staff throughout the term of the project.
- Lead meeting planning and facilitation.
- Manage all logistical details related to communication, administration, and analysis.
- Develop handouts and presentation materials as needed.
- Provide data that can be disaggregated by disability type, race, and income at a minimum.
- Provide raw and processed data, analysis, and reports to the City of Portland.
 - o Data shall be provided in CSV (comma separated value) spreadsheet
 - Other formats as requested
- Produce monthly progress reports.
- Produce final report. Report shall address disaggregated data to provide the most complete picture of equity baseline and possibilities. The end result is for public viewing.

Report shall:

- o Be Section 508 and WCAG Compliant, as described in *Data Collection* above.
- o Written in plain language, including icons and formatting to enhance readability.
- o Incorporate infographics and other visual aids.
- In addition to the above, Report shall be provided in the following electronic formats:
 - Large print (following the <u>American Council of the Blind</u> <u>Recommendations</u>)
 - Plain text
 - Word
 - PDF

To facilitate meeting accommodation requests. These may be separate copies.

Report shall also include:

- Include a stand-alone **infographic sheet** illustrating main findings.
- Include a **PowerPoint** of report with main findings.

Each version of the report shall be accessible (508 and WCAG compliant).

2. WORK PERFORMED BY THE CITY / OTHERS

The CITY has assigned a project manager to oversee the contractor and subcontractors work and provide support as needed. Specific duties the CITY will perform include:

- Project staff will meet regularly with the contractor and subcontractors to provide the necessary information to conduct the tasks specified above, oversee the project work, and provide support as needed.
- Project staff will provide input regarding key populations and stakeholders.

3. PROJECT REVIEWS

On a day-to-day basis, the progress of the work will be managed by the CITY's Project Manager. The following project reviews will be conducted:

- Project staff will review, provide comments, and approve the study design and data collection plans before collection begins.
- Project staff will review, provide comments, and approve reports and associated presentations prior to completion.

Time is of the essence and PSU shall complete the following tasks on the completion dates listed below. This timeline may only be changed by written agreement of the parties.

Task

Survey Design and Testing Data Collection (Survey) Data Collection (Town Hall) Raw Survey Data to CITY Raw Town Hall Data to CITY Processed Data to CITY Additional Raw/Processed Data to CITY (Optional, at discretion of research team.) Draft Report to CITY for Review Final Report to CITY Report Presented to City Council

Completion Date

October 15, 2019 November 1, 2019 November 15, 2019 November 15, 2020 January 15, 2020 February 15, 2020 April 1, 2020

April 15, 2020 May 1, 2020 May 15, 2020

ATTACHMENT B—DELIVERABLES

Deliverables shall be considered those tangible resulting work products that are to be delivered to the CITY such as reports, draft documents, data, interim findings, drawings, schematics, training, meeting presentations, final drawings, and reports. Unless otherwise specified by the CITY, the contractor and subcontractors shall prioritize submitting applicable deliverables electronically, and any paper-based deliverables shall be printed double-sided and in bindings or report covers that are fully recyclable, preferably using materials containing post-consumer waste (PCW) recycled content.

Deliverables and schedule for this project shall include:

a. Raw data to the City of Portland.

b. Processed data to the City of Portland

c. Disaggregated data by disability type, race, and income at a minimum.

d. Progress reports monthly and upon request.

e. Final comprehensive report by December 31st 2019. The end result is for public viewing. REPORT SHALL:

- use plain language
- Include infographics with alternative text (alt-text)
- be compliant with Section 508 of the Rehabilitation Act and WCAG Standards. More information can be found in these links:

o Section 508: https://www.section508.gov/

o Web Content Accessibility Guidelines: <u>https://www.w3.org/WAI/standards-</u>guidelines/wcag/

- f. Report must also include copies of surveys (in all languages distributed), descriptions of survey methodology, response rates, demographics of respondents as requested by the CITY, findings, raw data, summarized data, and benchmark comparisons to other cities (if applicable). The university is encouraged to include potential impacts of study on policy and program development within the City of Portland.
- g. Presentation of findings to Stakeholders and City Council (as requested) by December 31st 2019.

Project Timeline

Time is of the essence. This timeline may only be changed by written agreement of the parties.

Task Completion Date			
Survey Design and Testing	June 1, 2019		
Data Collection (Survey)	August 1, 2019		
Data Collection (Town Hall)	September 1, 2019		
Raw Survey Data to CITY	September 1, 2019		
Raw Town Hall Data to CITY	September 15, 2019		
Processed Data to CITY October 1, 2019			
Draft Report to CITY for Revie	w November 1, 2019		
Final Report to CITY November 15, 2019			
Report Presented to City Counc	il Before December 20, 2019		

- h. Submit monthly subconsultant payment and utilization reporting electronically by the 15th of each month with invoice (reference Part II, Section C.5 of the RFP).
- i. Meeting/Activity Reports for each meeting either with Civic Life or external CITY or other stakeholders; including, as appropriate, agendas, materials distributed, and transcribed meeting notes. Due Monthly and as requested.

All deliverables and resulting work products from this contract will become the property of the CITY. PSU and any subconsultants grant the CITY the right to copy and distribute (in any and all media and formats) project deliverables for regulatory, project certification and recognition, program development, public education, and/or for any purposes at the sole discretion of the CITY.