

City of Portland  
Portland State University  
**INTERGOVERNMENTAL AGREEMENT**

This agreement is entered into between the City of Portland, hereinafter referred to as SPONSOR and the State of Oregon acting by and through the State Board of Higher Education on behalf of Portland State University, hereinafter referred to as UNIVERSITY.

**Witnesseth:**

Whereas SPONSOR desires UNIVERSITY's services on Communities of Color Project 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;

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

**ARTICLE I – SCOPE OF WORK**

UNIVERSITY agrees to perform for SPONSOR the services described in ATTACHMENT A, incorporated herein by reference.

**ARTICLE II – AGREEMENT PERIOD**

This Agreement shall become effective on the date of final signature, and shall be completed by December 31, 2009. Performance may be extended for additional periods by written mutual consent between the parties, so long as this Agreement is extended within 270 days of its expiration. Any extension after termination shall be retroactive to the date of termination. Cost may be incurred for the Agreement from December 1, 2008.

**ARTICLE III – CONSIDERATION**

SPONSOR agrees to reimburse UNIVERSITY for costs and for services performed under this cost-reimbursable Agreement up to the amount of FIFTY THOUSAND DOLLARS (\$50,000). SPONSOR and UNIVERSITY agree to the PROJECT BUDGET as shown in ATTACHMENT B.

Invoices for work accomplished under this Agreement shall be submitted quarterly in an original and two copies to Celia Heron, Bureau of Planning, 1900 S.W. Fourth Avenue, Suite 7100, Portland, Oregon 97201. SPONSOR certifies that sufficient funds are available and authorized to finance the costs of this Agreement. Payment shall be sent to Portland State University, Research Accounting, PO Box 751 (BO/RA), Portland, Oregon 97207-0751.

**ARTICLE IV – NOTICE**

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

Celia Heron  
Bureau of Planning  
City of Portland

1900 S.W. Fourth Avenue, Suite 7100  
Portland, Oregon 97201  
503.823.7229  
[cheron@ci.portland.or.us](mailto:cheron@ci.portland.or.us)

If to UNIVERSITY

Contract Manager – Christina E. Frost  
Portland State University  
PO Box 751 (ORSP)  
Portland, OR 97207-0751  
[frost@pdx.edu](mailto:frost@pdx.edu)  
(503) 725-3418

#### ARTICLE V – PERFORMANCE/REPORTING REQUIREMENT

UNIVERSITY is responsible for the performance of work and will provide progress reports of findings, if any, as stated in ATTACHMENT A, SCOPE OF WORK. 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 generally accepting 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 VI – 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 and supplies to UNIVERSITY during the course of this Agreement. Such information will not be included in any published material without prior approval by SPONSOR. SPONSOR agrees to keep confidential any UNIVERSITY proprietary information the UNIVERSITY designates as such and supplies for SPONSOR during the course of this Agreement.

#### ARTICLE VII – INDEMNIFICATION

To the extent permitted by Oregon Law (ORS 30.260 through 30.300) and 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.

To the extent permitted by Oregon Law (ORS 30.260 through 30.300) and the Oregon Constitution, Article XI, Section 7, SPONSOR agrees to be responsible, assume liability and indemnify UNIVERSITY for Sponsor's own wrongful or negligent acts or omissions, provided, however, SPONSOR shall not be required to indemnify UNIVERSITY for any such liability arising out of the wrongful or negligent acts of employees or agents of UNIVERSITY.

#### ARTICLE VIII – COMPLIANCE WITH LAWS

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 IX – ASSIGNMENT

Neither party will 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 X – COPYRIGHT

UNIVERSITY may assert copyright on materials that it produces in the performance of the work of this Agreement. SPONSOR shall have a time-limited first right to negotiate a non-transferable, irrevocable, worldwide, royalty-free, non-exclusive license to use, produce, publish or re-publish or otherwise disseminate such copyright materials.

ARTICLE XI – TERMINATION

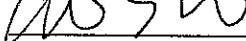
This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination.

**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 FOR THE SPECIFIC PURPOSE GIVEN. SUBCONTRACTOR BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE ACKNOWLEDGES HAVING READ AND UNDERSTOOD THE AGREEMENT AND SUBCONTRACT AGREEMENT 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 presentation.**

STATE OF OREGON ACTING BY AND  
THROUGH THE STATE BOARD OF  
HIGHER EDUCATION ON BEHALF OF  
PORTLAND STATE UNIVERSITY

CITY OF PORTLAND

Name:   
Title: Contract Officer  
Date: 12/4/08  
ID Number: 48-1278529

\_\_\_\_\_  
Mayor, City of Portland

## ATTACHMENT A – SCOPE OF WORK

### Coalition of Communities of Color Research Project

#### Scope of Work and Budget for City of Portland Component

Under the direction of the Coalition of Communities of Color, Portland State University-based researcher Dr. Ann Curry-Stevens and a team of two research assistants will conduct research on six specified communities of color. The purpose of this research will be:

1. To identify how these communities determine the size of their membership using demographic or other available data.
2. To examine the cultural accuracy of data used to influence city policies by gaining the advice of each participating community on how to their members' experience compares with social indicators or specific city-funded services.
3. To make recommendations regarding data collection and analysis approaches that would result in more culturally-effective policies for the City of Portland.

Participating communities include:

1. African American
2. African Immigrant
3. Asian, Native Hawaiian, and Pacific Islander
4. Native American
5. Hispanic/Latino
6. Slavic

Progress reports and briefings will be provided at a schedule to be determined with the City of Portland and a final report will be provided by Dec. 30, 2009. This research has a companion project funded by Multnomah County.

#### Key Contacts

Principle Investigator – Dr. Ann Curry-Stevens  
Research Fellow, Center on Improvement of Child/Family Services  
Ass't Professor, Portland State University School of Social Work  
520 SW Harrison, Suite 440  
Portland, OR 97201  
curry@@pdx.edu  
(503) 725-5315

## ATTACHMENT B – PROJECT BUDGET

<b>Project Budget</b>							
Budget Period Ends Dec. 30, 2009							
<b>Personnel</b>	% FTE	# Mo. Or Hr.	Sal. Sub	Ben. Rate	Ben. Amt	Subtotal	
Research Lead - Curry-Stevens (note: summer salary only)		2	\$6,172	0.22	\$1,358	\$15,060	
Research Assistant: Duong	0.15	6	\$3,414	0.45	\$1,536	\$4,950	
Research Assistant: Cross		230	\$4,600	0.05	\$230	\$4,830	
Research Administration	0.05	6	\$1,750	0.45	\$788	\$2,538	
Research Office Support	0.05	6	\$814	0.55	\$448	\$1,261	
<b>Subtotal Personnel</b>						<b>\$28,639</b>	
<b>Other Expenses</b>							
General supplies/materials						\$104	
Books/reference materials						\$50	
Telephones/fax						\$200	
Duplicating/copying/printing						\$300	
Transcriptions						\$2,000	
Hosting Expenses						\$390	
<b>Subtotal Services &amp; Supplies</b>						<b>\$3,044</b>	
<b>Contract - NAYA</b>						<b>\$8,000</b>	
<b>Total PSU Research Contract</b>						<b>\$39,683</b>	
<b>Indirect</b>					<b>0.26</b>	<b>\$10,318</b>	
<b>TOTAL PROJECT AMOUNT</b>						<b>\$50,000</b>	