

INTERGOVERNMENTAL AGREEMENT
Project Management Training Program

185991

Contract No. _____

This Intergovernmental Agreement (IGA) is entered into by and between the City of Portland, Oregon, by and through its Bureau of Environmental Services ("City"), and the State of Oregon, by and through its Board of Higher Education, on behalf of Portland State University ("PSU").

This IGA is authorized pursuant to ORS 190.110.

PURPOSE

The City and PSU desire to work together to provide Project Management training to City staff.

- 1) City improvement efforts expending capital and/or operating funds are typically lead by a project manager.
- 2) The role and performance of the project manager is a key element to the success of a project. Key performance goals for the project manager include completing projects on schedule and within approved budgets, and managing change effectively.
- 3) The role of project manager requires knowledge of the both technical and business practices to balance the demands of the project goals, budget, schedule, ratepayer input, project team, and the larger organization.
- 4) Training is needed to provide education and tools to develop effective project managers to do the City's work.
- 5) PSU Professional Development Center has developed a Project Management curriculum that is Project Management Institute approved which teaches practical approaches and tools needed to successfully manage projects and update skills.

By this IGA, PSU agrees to implement the Project Management Training (PMT) program for the City as further detailed in the STATEMENT OF WORK and City agrees to reimburse PSU for costs associated with the provision of these services as described in this document. PSU agrees to perform the work in accordance with the terms and conditions of this IGA.

GENERAL PROVISIONS

1. Effective Date and Duration. This IGA is effective on the date all parties have signed. Unless earlier terminated or extended, this IGA shall expire one year from the effective date. The IGA may be renewed annually by mutual agreement of the parties. Any extension of the expiration date must be by written amendment to the IGA.
2. Consideration. City agrees to pay PSU a sum not to exceed \$25,000 for services performed.
3. Project Representatives. Each party has designated a project manager to be the formal representative for this project. All reports, notices, and other communications required under or relating to this IGA shall be directed to the appropriate individual.

CITY

Project Manager: Paul Suto
Organization: City of Portland
Address: 1120 SW Fifth Ave., Rm 1000
Portland, OR 97204
Phone: (503) 823-2436
Email: paul.suto@portlandoregon.gov

PSU

Project Manager: Melissa Endicott
Organization: Portland State University
Address:
Portland, OR
Phone: (503)
Email:

100281

4. Amendments. The terms of this IGA shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties.
5. Reimbursement.
 - A. City shall reimburse PSU in a lump sum amount upon completion all work for the six-day PMT program and upon receipt of an approved invoice.
 - B. Upon completion of the six-day PMT program, PSU shall submit an itemized invoice to City for reimbursement of services performed. The invoice shall contain the City's contract number, list the names of the City's attendees, and identify all items for payment.
 - C. An incomplete billing shall be detained for payment processing until PSU has supplied correct information to City.
 - D. PSU shall submit an invoice to City no later than 60 days following the completion of the 6-day PMT program. City shall not be liable for reimbursement of costs after that date.
 - E. A single invoice shall be submitted to City's designated project manager for this agreement identified in Section 3 above. City shall pay all approved invoices within 30 days.
6. Termination.
 - A. The parties may agree to an immediate termination of this IGA or at a time certain upon mutual written consent.
 - B. Either party may terminate this IGA effective not less than 30 days from delivery of written notice.
 - C. Either party may terminate this IGA effective not less than 10 days from written notice or at such other date as may be established by both parties under any of the following conditions:
 - 1) If funding is not obtained and continued at levels sufficient to allow for purchase of the specified services. When possible, and when agreed upon, the IGA may be modified to accommodate a reduction in funds.
 - 2) If federal or state regulations or guidelines are modified, changed or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this IGA, or are no longer eligible for the funding proposed for payments authorized by this IGA.
 - D. Either party may terminate this IGA in the event of a breach by the other party. Prior to such termination, however, the party seeking termination shall give the other party written notice of the party's intent to terminate. If the party has not cured the breach within 10 days or a longer period as granted in the cure notice, the party seeking compliance may terminate this IGA.
 - E. In the event the IGA is terminated, PSU shall be entitled to payment for work performed prior to the notice of termination.
7. Funds Available and Authorized. Both parties certify that at the time the IGA is written that sufficient funds are available and authorized for expenditure to finance costs of this IGA within either party's current appropriation and limitation. Both parties understand and agree that payment of amounts under this IGA attributable to work performed after the last date of the current budget period is contingent on either party receiving appropriations, limitations, or other expenditure authority.
8. 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.
9. Choice of Venue. Oregon law shall govern this IGA and all rights, obligations and disputes arising out of the IGA. Venue for all disputes and litigation shall be in Multnomah County, Oregon.
10. 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.
11. Publicity. The Oregon Public Records Law, ORS 192.410 et seq. strictly governs the City's treatment of requests for public records pertinent to this IGA. PSU shall not use in its external advertising, marketing programs, or other promotional efforts, any data, pictures or other representatives of the City, except with prior specific written authorization from the City. PSU agrees to hold in confidence any and all information of the City's it receives while performing any of the contemplated function of the IGA and shall not disclose any such information to third parties unless required to do so under State of Oregon statutes or under court order.

12. Access to Records. Both parties and their duly authorized representatives shall have access to the books, documents, papers, and records which are directly pertinent to the specific IGA for the purpose of making audit, examination, excerpts, and transcript.
13. 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.
14. No Third Party Beneficiary. The City 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.
15. Indemnification.
- A. Subject to the conditions and limitations of the Oregon Tort Claims Act, ORS 30.260 to 30.300, PSU shall hold harmless, defend, and indemnify the City, its officers, agents, and employees against all claims, demands, actions, and suits (including all attorneys fees and costs) arising from the negligent or wrongful acts of PSU, its officers, agents and employees.
 - B. Subject to the conditions and limitations of the Oregon Tort Claims Act, ORS 30.260 to 30.300, City shall hold harmless, defend, and indemnify PSU, its officers, agents, and employees against all claims, demands, actions, and suits (including all attorneys fees and costs) arising from the negligent or wrongful acts of City, its officers, agents and employees.
16. Assignment. This IGA cannot be assigned or transferred by PSU without the prior written permission of City.
17. 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.

STATEMENT OF WORK

I. PROGRAM DESCRIPTIONS:

- A. PSU shall implement the following Program on behalf of the City:
 - 1. A six-day program including a two-day course on Project Management Communication and Teamwork, a two-day course on Project Management Tools, and two (2) one-day courses on Risk Management and Project Inception for a total of 25 City participants. All courses are Project Management Institute approved.
 - 2. The classes will be scheduled one day per week over a six-week period.
 - 3. Management, oversight and coordination of the program content and instruction to ensure quality training is provided.
- B. Program Components:
 - 1. PMT program development and syllabus.
 - 2. PMT program materials for participants.
 - 3. PMT program subcontractor presenters.

II. WORK PERFORMED BY PSU:

- A. Program development.
- B. Contracting and training with presenting subcontractors.
- C. Management, quality control, oversight and coordination of the program content and instruction including customizing courses based on feedback from the City.
- D. Communications with the City's project manager about the materials and scheduling details of the training.
- E. Data Tracking, Evaluation and Reporting (if any):

1. Program evaluation at the completion of each course.

III. WORK PERFORMED BY THE CITY:

- A. The City will perform the following tasks as part of this Agreement:
 1. Review of the program syllabus and presenters.
 2. Provide class locations and audio visual equipment.
 3. Provide contact information for 25 City participants.
 4. Schedule rooms and City participants through City Outlook calendars.
 5. Provide for the attendance of one City management representative not included in the 25 City participants to oversee the material coordination and incorporation into BES business practices.

IV. DELIVERABLES:

- A. Deliverables shall be considered those tangible resulting work products which are to be delivered by PSU to the City's Project Manager such as reports, draft documents, data, interim findings, training, meeting presentations, final reports for review comments, and/or approval by the due date specified. Deliverables and schedule for this project shall include:
 1. Draft Program syllabus and schedule
 2. Final Program syllabus, schedule, and presenter list
 3. Six Training Sessions **(Begin in May 2013, and Complete by: June 26, 2013)**
 4. Evaluation Summary. Narrative report which will include the following summary and analysis of the participants evaluation of the program/courses:
 - Overall effectiveness and value of the program coursework
 - Most valuable and least valuable elements
 - Suggested improvements and implementation suggestions**(Due: June 30, 2013)**

This Agreement 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.

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

The State of Oregon, by and through its Board of Higher Education,
on behalf of **PORTLAND STATE UNIVERSITY**

BY: _____

Date: _____

Name: _____

Title: _____

IGA No. _____

IGA Title: Project Management Training Program**CITY OF PORTLAND SIGNATURES:**By: _____
Bureau Director

Date: _____

By: n/a
Chief Procurement Officer

Date: _____

By: n/a
Elected Official

Date: _____

Approved:

By: _____
Office of City Auditor

Date: _____

Approved as to Form:

By: Kamul M. [Signature]
Office of City AttorneyDate: 4/1/13