

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement (IGA) is entered into by and between the City of Portland (City) acting by and through its Bureau of Police (PPB) and the State Board of Higher Education acting by and through Portland State University (PSU).

This IGA is authorized pursuant to ORS 190.110 and becomes effective upon full execution of this document

PURPOSE

On November 14, 2012 Council approved a settlement agreement with the U.S. Department of Justice (DOJ) in response to findings from a report completed by the DOJ earlier in the year. The settlement agreement necessitates a baseline level of data by which subsequent reports can be measured to mark improvement on the stated issues. By this IGA, PSU shall provide analysis services to meet the requirements of the DOJ settlement agreement.

GENERAL PROVISIONS

1. Effective Date and Duration. This IGA is effective from the date of execution by both parties. Costs may be incurred from the date of last signature. Unless earlier terminated or extended, this IGA shall on December 31, 2013.
2. Statement of Work. The Statement of work, (the "Work") including the delivery schedule for such Work, is contained in Attachment A. PSU agrees to perform the Work in accordance with the terms and conditions of this IGA.
3. Consideration. PPB agrees to pay PSU an amount not to exceed the fixed price amount of \$55,000 as appropriated for the bureau's response to the DOJ settlement agreement. Payment schedule is shown in Attachment B.
4. 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 related to this IGA shall be directed to the appropriate individual.

Portland Police Bureau

Project Manager: Captain Patrick Walsh
 Organization: City of Portland
 Address: Bureau of Police
 1111 SW 2nd Ave., Rm 1526
 Portland, OR 97204
 Phone: 503-793-9421
 Fax: 503-823-0342
 Email: Pat.Walsh@portlandoregon.gov

Portland State University

Project Manager: Brian Renauer, Ph.D.
 Organization: Portland State University
 Criminal Justice Policy
 Research Institute
 Address: P.O. Box 751
 mailcode (ORSP)
 Portland, OR 97207-0751
 Phone: 503-725-8090
 Fax: 503-725-5162
 Email: renauer@pdx.edu

Contact for contractual matters:
 Christina E. Frost, Contract Officer
 Portland State University
 Research & Strategic Partnerships
 PO Box 751 (RSP)
 Portland, OR 97207-0751
 Phone: 503-725-3418
 Email: frost@pdx.edu

5. IGA Documents. This IGA consists of the following documents, which are listed in descending order of precedence: This IGA less all Attachments, Attachment A, Statement of Work and Attachment B, and Payment Schedule. All Attachments are hereby incorporated for reference.
6. 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.
7. Project Manager. The City's Project Manager for this project is Capt. Patrick Walsh. The Project Manager shall have the authority to extend the term of the agreement or make other no cost changes to the contract that does not increase the City's risk. The Project Manager also is authorized to approve work and billings hereunder, to give notices referred to herein, to terminate this agreement as provided herein, and to carry out all other City actions referred to herein.
8. Termination. This agreement may be terminated by either party on 30 days written notice of such termination to the other party.
9. Payment on Early Termination. In the event of termination, the PPB shall pay PSU for work performed in accordance with the agreement prior to the termination date.
10. No Third-Party Beneficiary. Except as set forth herein, this Agreement is between the parties and creates no third-party beneficiaries. Nothing in this Agreement gives or shall be construed to give or provide any benefit, direct, indirect or otherwise to third-parties.
11. Conflict of Interest. No City officer or employee, during his or her tenure or for one year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. No City officer or employees who participated in the award of this Agreement shall be employed by PSU on this project during the period of the Agreement.
12. Non-assignment. This Agreement shall not be assigned or transferred to another party without the express written consent of the City's Project Manager.
13. Funds Available and Authorized. The City certifies that at the time the IGA is written that sufficient funds are available and authorized for expenditure to finance costs of this IGA within the City'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 the City receiving appropriations, limitations, or other expenditure authority.
14. 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.
15. Choice of Venue. Oregon law, without reference to any of its conflict of law provisions, 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.
16. Severability/Survival. If any one 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.

17. Ownership of Work Product.

- A. All sets of de-identified data collected under this agreement shall be jointly owned by PSU and the PPB. Neither party shall release or otherwise share the raw data or compiled datasets with any third party outside of PPB or PSU, except with the prior written consent of each party.
- B. The Principal Investigators (PIs), along with PSU students under the direct supervision of the PIs, maintain the right to conduct scholarly research using the data collected under this agreement and to disseminate their findings through academic venues (e.g., journal articles, books, conference presentations, internet research sites: hereafter referred to as research reports). This right is subject to the following conditions:
 - 1. Reports will only include aggregate findings – no individual PPB Employee, community organization, or citizen will be personally identified.
 - 2. Without first obtaining prior permission, PSU agrees to not identify the research site, City, or PPB in any and all papers and reports submitted to peer-reviewed outlets.
 - 3. The PIs will provide PPB the opportunity to review and comment upon all substantively distinct research reports resulting from this work prior to publication or presentation through external venues. The period of review shall be no longer than 21 days from the date of receipt by the Chief of Police and Project Manager.
 - 4. If the Chief of Police, Project Manager, and/or other designated PPB reviewer provides written feedback to the PIs during the 21-day period, the PIs agree to either incorporate the feedback into the report or present PPB's response to the report in a publicly available forum (e.g., posting of response to the website for the Criminal Justice Policy Research Institute).
- C. PPB also maintains the right to conduct research using the data collected under this agreement and to disseminate their findings, along with findings from reports produced by the PIs, through community, professional, and academic forums. This right is subject to the following condition: PPB agrees to cite the individual PIs and PSU in all substantive written reports and presentations using the collected data.
- D. Notwithstanding any other term of this agreement, the City's and PSU's obligations under this IGA are subject to the limitations and conditions of the Oregon Public Records Law ORS 192.410-192.505.

- 18. 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 and determining payment.
- 19. Compliance with Applicable Law. Both parties shall comply with all applicable federal, state, and local laws, regulations, executive orders and ordinances related to work performed or actions under this intergovernmental agreement.
- 20. Indemnification. Within the limits of the Oregon Tort Claims Act, codified at ORS 30.260 through 30.300, each party agrees to indemnify and defend the other and its officers, employees, agents, and representatives from and against all claims, demands, penalties and causes of action of any kind or character arising directly from this IGA, including the costs of defense, attorney fees arising in favor of any person on account of personal injury, death or damage to property and arising out of or resulting from the negligent or other legally culpable acts or omissions of the indemnitor, its employees, agents, subcontractors or representatives. Any duty to defend set forth in this Agreement shall be conditioned upon the indemnified

Party giving the indemnifying Party prompt notice of the Claim and--all reasonable and necessary cooperation and assistance. Neither PSU nor any attorney engaged by PSU shall defend a claim in the name of the City without City's prior written consent, nor purport to act as legal representative of the City, without first receiving from the City, in a form and manner determined appropriate by the City, authority to act as legal counsel for the City, nor shall PSU settle any claim on behalf of the City without the advanced written approval of the City. Neither the City nor any attorney engaged by the City shall defend a claim in the name of PSU without PSU's prior written consent, nor purport to act as legal representative of PSU, without first receiving from PSU, in a form and manner determined appropriate by PSU, authority to act as legal counsel for PSU, nor shall the City settle any claim on behalf of PSU without the advanced written approval of PSU.

21. Insurance. Each party shall be responsible for providing worker's compensation insurance as required by law. Neither party shall be required to provide or show proof of any other insurance coverage.
22. 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.

City of Portland Bureau of Police

By: _____
 Name: Michael Reese
 Title: Chief of Police
 Date: _____

By: _____
 Name: LaVonne Griffin Valade
 Title: Auditor
 Date: _____

Portland State University

By: AD JH
 Name: _____
 Title: Contract Officer
 Date: 3/1/13

APPROVED AS TO FORM

APPROVED AS TO FORM:

James H. Van Dyke
 City Attorney, City of Portland

City ATTORNEY
 Date: 3/1/13

Attachment A

Statement of the Work

Brian. C. Renauer, Ph.D.
 Kimberly Kahn, Ph.D.
 Kris Henning, Ph.D.

Principal Investigator
 Co-Principal Investigator
 Co-Principal Investigator

The Contractor shall provide the Portland Police Bureau those services set out below:

1. Conduct a neighborhood survey of citizens of Portland (with input from the Community Oversight Advisory Board) for the purpose of determining:
 - a. Perceptions of prior community outreach efforts,
 - b. Perceptions of prior accountability efforts,
 - c. Perceptions of police legitimacy,
 - d. How to improve police legitimacy in the community,
 - e. Other items as mutually agreeable to both parties.
2. Conduct a survey of individuals contacted by Portland police officers for the purposes of determining:
 - a. Satisfaction with the contact,
 - b. Perceptions of police legitimacy as a result of the contact,
 - c. Assessment of "soft" skills, such as communication or legitimacy enhancement training, introduced to improve community police relations,
 - d. Other items as mutually agreeable to both parties.
3. Conduct a survey of community groups, businesses and other organization with regular police contact for the purpose of determining:
 - a. Perceptions of prior community outreach efforts,
 - b. Perceptions of prior accountability efforts,
 - c. Perceptions of police legitimacy,
 - d. How to improve police legitimacy in the community,
 - e. Other items as mutually agreeable to both parties.
4. Conduct an internal survey of officers for purposes of determining:
 - a. For the requirements specified in the Department of Justice settlement agreement,
 - b. Other items as mutually agreeable to both parties.
5. Analysis of the results of the above surveys will be developed collaboratively with the PPB and PSU working to help inform the development and implementation of the PPB's Community Engagement and Outreach Plan ("CEO Plan") in accordance with the Department of Justice settlement. Work shall include:
 - a. Four (4) reports analyzing the results of each of the above surveys and providing recommendations on how to use the findings to improve community/police relations.
 - b. Presentations on the findings of each report to the Community Oversight Advisory Board (if request).

Portland State University shall provide the services set out above in accordance with the schedule set out below:
 Work shall be performed on a schedule to be determined by the final signed agreement between the City of Portland and U.S. Department of Justice.

Attachment B

Payment Schedule

The Portland Police Bureau shall pay Portland State University an amount not to exceed \$55,000 for work performed in accordance with the terms of this IGA. The payment is full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment, and incidentals necessary to perform the work and services described in the IGA and pursuant to Attachment A.

The Portland Police Bureau will pay Portland State University as follows:

1. An initial invoice shall be submitted to the Project Manager upon funds being released to the PPB. The first invoice shall be for \$30,000.
2. A second invoice shall be submitted upon the delivery of the final (fourth) report to the PPB. The invoice shall be for \$25,000.

The City will pay the amount within 30 days of the invoice date.