

PSU Agreement # 28362/200284

**INTER-GOVERNMENTAL (IGA) AGREEMENT
For the Hatfield Resident Fellows Program**

This Agreement is by and between the State Board of Higher Education, acting by and through Portland State University on behalf of its Mark O. Hatfield School of Government ("PSU") and The City of Portland ("CITY"), individually the "Party", collectively the "Parties", hereinafter.

CITY DATA

Representative: Larry Nelson
Title: Finance Manager
City of Portland, Human Resources

Address: 1120 SW 5th Ave Rm 404
Portland, OR 97204

Telephone: 503-823-6118

PSU DATA

Representative: Jennifer Everett
Title: Office Administrator
Portland State University
Hatfield School of Government
Center for Public Service
PO Box 751 (PA - ELI)
Portland, Oregon 97207 - 0751
Telephone: 503-725-8259

1. Effective Date and Duration

This Agreement shall become effective upon the date of the last signature below, and shall expire on Sept. 30, 2018, unless terminated under provisions identified within this Agreement. The Hatfield Resident Fellow Program Statement of Work (Exhibit A, hereby incorporated by reference) of this Agreement will be amended every year with information on the specific Fellow and the work to be performed.

2. Background

The Center for Public Service ("CPS") and Mark O. Hatfield School of Government at Portland State University hosts several highly competitive fellowships that are designed to bring national class talent to Oregon public enterprises. Taken together, the family of fellowships is known as the Next Generation Initiative. The network of recruitment sources currently extends to more than 50 leading universities, including Duke, Harvard, Syracuse, University of Michigan, University of Chicago, University of Texas, University of Wisconsin, University of California at Berkeley, University of California Los Angeles, as well as PSU, Oregon State University, Willamette University, and the University of Oregon.

The Next Generation Initiative recruits national class talent for Oregon and provides training and leadership development opportunities for candidates through its Hatfield Resident Fellows Program. By targeting and selecting the best candidates, the Hatfield Resident Fellows Program helps to build capacity in Oregon by increasing the number of potential leaders who are devoted to public service. The Hatfield Resident Fellows Program also focuses on providing candidates with leadership opportunities and experience.

The purpose of this Agreement is to develop a uniform and universal instrument that makes it simple for official State of Oregon public agencies to participate in the array of fellowship programs offered by PSU.

3. Scope of Cooperation**A. PSU agrees to:**

1. Recruit and select a Fellow that matches CITY's needs.
2. Coordinate the recruitment and selection of a replacement in the event that the Fellow terminates their relationship with the Hatfield Resident Fellows Program before completing the duties described in the Hatfield Resident Fellows Program Statement of Work ("SOW") which will be based on the form included as Exhibit A, hereby incorporated by reference. If PSU is not able to provide a suitable replacement Fellow, PSU shall pro-rate the CITY fee accordingly.
3. Use funds from the Sponsorship fee (defined below) to compensate Fellow(s) for their participation in the fellowship program as set forth in this Agreement.

4. Provide orientation sessions for Fellow(s) and AGENCY representative who will assume supervisory responsibilities for the Fellow(s).
5. Arrange for additional leadership development and networking opportunities that introduce Fellow(s) to Oregon's unique structure of local, city and state government and key decision makers.
6. Provide ongoing program evaluation.

B. Agency agrees to:

1. Provide a non-renewable placement not to exceed a duration of 32 hours a week for 32 weeks for each Fellow from July 7, 2014 through February 27, 2015. This placement includes a winter break from December 22, 2014 through and including January 2, 2015.
2. Complete a SOW for each Fellow. The SOW will provide information for the specific Fellow participating in the Hatfield Resident Fellows Program and the project(s) to be performed. The SOW should include at a minimum the identity of the individual who will assume supervisory responsibilities for the Fellow and duties to be completed during the duration of the Fellowship. The SOW is intended to ensure that the Fellow(s) perform project-focused work under adequate supervision encompassing new AGENCY activities.
3. Evaluate and provide feedback on each Fellow upon request by PSU.

4. Consideration

- A. CITY agrees to pay PSU, from available and authorized funds an amount not to exceed \$350,000. See Exhibit B; hereby incorporated by reference, for Fee Schedule Example and Explanation of Fee Schedule.**

- B. The SOW executed between CITY and the assigned Fellow (ref. Exhibit A) shall define the actual work to be performed by each Fellow. SOW's shall be submitted for approval to the following PSU location and shall clearly identify the Agency:**

Center for Public Service
Portland State University
PO Box 751, MC PA-ELI
Portland, OR 97207 -- 0751
Attn: NGI Fellowship Coordinator
Telephone: 503-725-8228
Facsimile: 503-725-5111
Email: jennifer.everett@pdx.edu

- C. Administrative fees (included in the Sponsor Fee) for the Hatfield Resident Fellows program (beyond the payment of wages to the Fellows) cover expenses related to program administration, recruitment and placement of the Fellow, delivery of the 4-day orientation and training institute provided for the Fellow in July, and ongoing leadership development and mentoring over the term of the placement (exact amounts may vary among programs and over time).**

- D. The Sponsor Fee(s) shall be paid quarterly by Agency to PSU per the following schedule based on \$35,000 per Fellow:**

An initial deposit in the amount of \$5,570 will be due no later than July 31, 2014 to reserve a Fellow.

A second payment in the amount of \$8,360 will be due no later than September 30, 2014.

A third payment in the amount of \$12,170 will be due no later than December 31, 2014.

A fourth and final payment in the amount of \$8,900 will be due no later than February 28, 2015.

Payment shall be made to PSU within thirty (30) days of receipt of invoice.

5. Captions

The captions or headings in this Agreement are for convenience only and in no way define, limit, or describe the scope of intent of any provisions of this Agreement.

6. Expenses

CITY is responsible for any work-related costs including authorized work-required transportation, office supplies, materials, and other expenses as identified. Any equipment assigned to a Fellow under this Agreement shall be governed by the rules and policies of CITY.

Fellows are not eligible to receive health or other employment-related benefits from CITY or PSU.

7. Amendments

The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever, except by written Amendment signed by both parties.

8. Funds Available and Authorized

PSU certifies at the time the Agreement is written that sufficient funds are available and authorized for expenditure to finance costs and obligations of this Agreement within the parties current biennial appropriation or expenditure limitation, provided, however, that continuation of this Agreement or any extension, after the end of the fiscal period in which it is written, is contingent upon a new appropriation or limitation for each succeeding fiscal period for the purpose of this Agreement. In the event of such Non-Appropriation PSU shall notify the other party of its intent to terminate this Agreement without penalty.

9. Termination

- A. This Agreement may be terminated by the mutual consent of both parties at any time or by either party upon thirty (30) days prior written notice from one party to the other.
- B. Termination or modification of this Agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination. However, upon receiving a notice of termination, a party shall immediately cease all activities under this Agreement, unless expressly directed otherwise in the notice of termination. Further, upon termination, a party shall deliver to the other parties all Agreement documents, information, works-in-progress and other property that are or would be deliverables had the Agreement been completed.

10. Force Majeure

Neither Party shall be held responsible for delay or default caused by fire, riot, acts of God and war which are beyond its reasonable control. The affected party shall, however, 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 contract.

11. Independent Contractor Relationship

PSU through its employees, officers and agents, will provide the services described in this Agreement as an independent contractor, and nothing herein shall be interpreted or construed as creating or establishing the relationship of employer/employee, principal/agent, partnership, joint venture, association, or any other type of legal or business relationship between CITY and PSU or between PSU and CITY. Each party shall be solely responsible for paying its own taxes (federal, state, and local of any type or amount); the consideration owed to its own contractors and agents; its operational expenses; the wages, salaries, benefits, withholdings, and assessments for its employees (including, for example, federal and state income taxes, Social Security, Medicare, unemployment insurance, workers compensation, pension or retirement,

medical or life insurance); and the damages or settlements for claims arising from the negligent, reckless, or intentional acts of its employees or agents, all without contribution from the other party.

CITY shall have no right to direct or control the manner or method by which PSU provides the services that PSU agrees to provide through this Agreement.

12. Access to Records

PSU, CITY, the Oregon Secretary of State's Office and their duly authorized representatives shall have access to the books, documents, papers, and records, otherwise privileged under law, of the Next Generation Initiative Program which are directly pertinent to this specific Agreement for the purpose of making audit, examination, excerpts, and transcript.

13. Non-Discrimination

In their respective performances of this Agreement, no party shall unlawfully discriminate against any person on the basis of race, ancestry, national origin, color, sex, disability, age, religion, marital status or sexual orientation. Moreover, each party shall comport its performance with all applicable Federal and State anti-discrimination acts and associated regulations.

14. Notices

All notices regarding this Agreement should be sent to the parties at the following addresses:

To CITY:

City of Portland, Human Resources
1120 SW 5th Ave Rm 404, Portland, OR 97204
Attention: Larry Nelson
Telephone: 503-823-6118
Facsimile: 503-823-4156
Email: Larry.Nelson@portlandoregon.gov

To PSU:

Next Generation Initiative Coordinator
Center for Public Service
Portland State University
PO Box 751, MC: PA-ELI
Portland, OR 97207
Telephone: 503-725-8228
Facsimile: 503-725-5111
Email: jennifer.everett@pdx.edu

WITH A COPY TO:

Portland State University
FAST-CAPS
PO Box 751, MC: CAPS
Attn: Contracts Officer
Portland, OR 97207-0751
Telephone: (503) 725-3441
Facsimile: (503) 725-5594

15. Indemnification

Subject to the Oregon Tort Claims Act (ORS 30.260 through 30.300) and the Oregon Constitution, Article XI Section 7, PSU, the State Board of Higher Education, and their officers, agents, employees, and members ("PSU") shall be responsible for all damage to property and injury to persons caused by

an intentional or negligent act or omission of PSU, and PSU shall save, indemnify, and hold harmless the City of Portland, its officers, agents, and employees from all claims, suits, actions, losses, damages, costs and expenses resulting from or arising out of the activities or omissions of PSU related to this Agreement.

Subject to the Oregon Tort Claims Act (ORS 30.260 through 30.300) and the Oregon Constitution, Article XI Section 9, the City, its officers, agents and employees ("City") shall be responsible for all damage to property and injury to persons caused by an intentional or negligent act or omission of the City, and the City shall save, indemnify, and hold harmless PSU, its officers, agents, and employees from all claims, suits, actions, losses, damages, costs and expenses resulting from or arising out of the activities or omissions of the City related to this Agreement.

16. Governing Law

This Agreement shall be governed construed in accordance with the laws of the State of Oregon, without resort to any jurisdiction's conflicts of law rules and doctrines. Any litigation between the PSU and CITY that arises out of or relates to performance of this Agreement shall occur, if in the state courts, in the Marion County Circuit Court, and if in the federal courts, in the United States District Court for the District of Oregon.

17. FERPA

17.1 PSU's Confidential Information

17.a. During the term of the Contract, PSU may disclose to the AGENCY (1) certain confidential information pertaining to PSU and (2) certain personally identifiable information (PII) pertaining to Student described hereafter as "PSU Confidential Information". PII is defined as the following (1) the address of the student or student's family or (2) the student's social security number or student number. The AGENCY agrees to protect the confidentiality of PSU Confidential Information and will not disclose confidential information to third parties except as permitted by this section or otherwise allowed by the Agreement.

17.b. Except for information that contains PII, PSU shall mark CONFIDENTIAL with a restrictive legend or similar marking all information that PSU deems confidential. If CONFIDENTIAL is not clearly marked or PSU's Confidential Information cannot be marked with a restrictive legend or similar marking or is disclosed either orally or by visual presentation, PSU shall identify the Confidential Information at the time of disclosure or within a reasonable time thereafter. AGENCY shall not be deemed to have breached this Section if PSU's Confidential Information (1) later becomes part of the public domain through no act or omission of the AGENCY; (2) is required to be disclosed under operation of law; (3) is lawfully received by AGENCY from a third party with no breach of any duty of confidentiality.

17.c. Public Records Request. PSU acknowledges that the AGENCY is subject to the Oregon Public Records Act and Federal law. Third persons may claim that the Confidential Information PSU submitted to the AGENCY hereunder may be, by virtue of its possession by the AGENCY, a public record and subject to disclosure pursuant to the Oregon Public Records Act. Subject to the following conditions, the AGENCY agrees not to disclose any information PSU submits to the AGENCY that includes a written request for confidentiality and as described above, specifically identifies the information to be treated as Confidential. The AGENCY's commitments to maintain certain information confidential under this Contract are all subject to the constraints of Oregon and federal laws. Within the limits and discretion allowed by those laws, the AGENCY will maintain the confidentiality of information.

17.d. AGENCY's Obligation to Notify PSU. If the AGENCY receives a public records request for information that PSU has marked CONFIDENTIAL and submitted in confidence, the AGENCY shall notify PSU of the request. The AGENCY shall provide PSU with written notice and a copy of the request. PSU shall have five (5) business days within which to provide a written response to the AGENCY, either consenting to disclosure of the requested PSU Confidential Information or explaining why PSU's Confidential Information is exempt from disclosure under the Oregon Public Records Law or otherwise. If PSU fails to submit a written response within the time period required, the AGENCY may make its own determination regarding disclosure of the information sought by the request. Whether or not PSU submits any written response to the AGENCY, the AGENCY shall

retain final discretion to determine whether to disclose the requested confidential information. If PSU contends that the confidential information is exempt from disclosure, the AGENCY shall give PSU at least five (5) days written notice prior to disclosing such confidential information to allow PSU to pursue whatever legal avenues it deems appropriate.

17.e If the AGENCY refuses to disclose PSU's Confidential Information pursuant to PSU's response under the paragraph above, and the requestor files a petition for disclosure pursuant to the Oregon Public Records Act, the AGENCY shall provide PSU with a copy of the petition within two (2) business days of receipt of the petition by the AGENCY. Within three (3) business days of delivery of the petition by the AGENCY, PSU will provide the AGENCY with a written evaluation of the petition, detailing why the records would be exempt from disclosure under the Oregon Public Records Act. The AGENCY shall provide notice and a copy of the District Attorney's decision on the petition within two (2) business days of receipt of the decision by the AGENCY. If PSU desires the AGENCY to contest an order of the District Attorney requiring disclosure, or if an order of the District Attorney upholding non-disclosure is challenged as provided in the Oregon Public Records Act, PSU shall save, indemnify and hold harmless the AGENCY and pay all reasonable costs and expenses, including reasonable attorney fees, incurred by or assessed against the AGENCY as a result of contesting or defending a public records order of the District Attorney in circuit court and on appeal. PSU shall have the right to intervene in any such proceeding, to the extent that PSU's rights may be affected thereby.

18. Merger

This Agreement constitutes the entire agreement between the parties. No waiver, consent, modification, or change of terms of this Agreement 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 Agreement.

19. Signatures

CITY and PSU, by the signature of their authorized representatives, hereby acknowledge that they have read this Agreement, understand it, and agree to be bound by its terms and conditions.

Legal Contracting City of Portland:

By: _____
Auditor Date

By: _____
Mayor/Elected Official Date

Approved AS TO FORM

City Attorney

CITY ATTORNEY

9/6/14

THE STATE BOARD OF HIGHER EDUCATION ACTING BY AND THROUGH PORTLAND
STATE UNIVERSITY ("PSU")

Contracts Officer, Business Affairs Office

Date

4-24-14

186592


Center for Public Service


Date

EXHIBIT A
Hatfield Resident Fellow Program Statement of Work (SOW)

The purpose of this SOW is to outline the project(s) that will be performed by the Hatfield Resident Fellow, the products that will be delivered, and the responsibilities of both the Agency and the Fellow. This SOW must identify the requirements and deliverable of the work at hand in sufficient detail to ensure the interests and obligations of both Parties are understood prior to the start of the Fellowship. This SOW is subject to the terms and conditions set forth in that certain Inter-governmental Agreement (the "Agreement") dated between CITY and Portland State University. Any capitalized terms not defined herein shall have the meanings given to such terms in the Agreement.

Both the Fellow and the Agency should keep a copy of this Exhibit and send a third copy to the following address for approval:

Center for Public Service
 Portland State University
 PO Box 751 (PA-ELI)
 Portland, OR 97207 - 0751
 Attn: NGI Fellowship Coordinator

Name of Fellow:
 (insert)

Name of Agency:
 (insert)

Agency Address:
 (insert)

Agency Representative/Supervisor for this Fellowship:
 (insert)

Agency Representative/Supervisor Contact Information (telephone, fax and email):
 (insert)

Start Date – End Date

July 7, 2014 – February 27, 2015

(Includes 4-day orientation from July 7, 2014 through July 10, 2014 in addition to two weeks unpaid time off from December 22, 2014 through January 2, 2015)

Project Description & Objectives

(insert 1-2 paragraphs for each project)

Project Deliverables

(insert)

Quality Standards and Acceptance

(insert standards for evaluating and accepting deliverables performed during the fellowship)

Completion of Institute at Portland State University

Both Parties agree that the Fellow shall be released from their normal project duties for a 4-day orientation and training institute (on topics such as performance measurement and management, public sector financial management, e-government, and sustainability) held July 7-10, 2014 at Portland State University.

Other Salient Information

(insert)

EXHIBIT B Hatfield Resident Fellows Program

Overview

- Highly competitive 32-week, full-time commitment
- Fellows submit a resume, writing sample(s), letters of reference and complete an interview
- Fellows receive a total amount of \$20,000 paid in salary over the course of the fellowship. Fellows are placed with state and local agencies, and not for profits located in Oregon, some in Washington and California
- Fellows attend a 4-day orientation and team building session at PSU in July and a series of networking events throughout the program
- All Fellows will attend continuing education and networking events throughout the program

Agreement Mechanism and Considerations

Sponsor Agency

- Provide a scope of work that describes project objectives, deliverables, and acceptance criteria in keeping with the attached Job Description
- Sign an intergovernmental agreement which is reviewed/approved by PSU's Contracts Office and
- Provide a total amount of \$35,000 per Hatfield Resident Fellow.
 - This sum covers expenses related to program administration such as the recruitment and placement of the Fellows, the 4-day orientation provided for the Fellows in July and payment of the Fellow's salary.

Hatfield Resident Fellows

- Each Fellow signs a Wage Agreement and completes the PSU new hire HR process.

Fee Schedule Example

PROGRAM	WEBSITE	2014 SPONSOR FEE	FELLOWSHIP STIPEND
Hatfield Resident Fellowship (32 Week placement)	http://www.pdx.edu/psu/details-of-hatfield-resident-fellowship	\$35,000	\$20,000

Explanation of Fee Schedule

- Sponsor Fee represents the price of sponsorship (what AGENCY will pay PSU) to sponsor one Fellow for 32 weeks. In addition to the Sponsor Fee, Sponsors are responsible for customary work-related costs, including telephone and computer access, workspace, office supplies, materials and other expenses needed for the successful completion of defined tasks. Fellows are not eligible to receive health, pension, or any other benefits apart from a stipend.
- Fellowship Stipend represents the funds PSU will pay each Fellow to help offset expenses as Fellows complete their service-learning experience with the Sponsor Agency.