

INTERGOVERNMENTAL AGREEMENT
between
The City of Portland
and
Portland State University

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 Portland State University (PSU).

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

PURPOSE

On June 4th, 2014, Council accepted a grant in the amount of \$49,921 from the U.S. Department of Justice (DOJ), Office of Community Oriented Policing Services 2013 Community Policing Development – Micro Grants Program to fund the Portland Police Bureau's strategic equity plan development process. The DOJ will reimburse the City for program expenses, which includes a research partnership with Portland State University for development of an evaluation plan to assess the work and effect of the Community and Police Relations (CPRC) Subcommittee.

By this IGA, PSU shall provide evaluation services to fill the approved purpose of the granted dollars.

GENERAL PROVISIONS

1. Effective Date and Duration. This IGA is effective beginning July 1, 2014. Reimbursable costs may be incurred at that time. Unless earlier terminated, this IGA shall expire on September 30, 2015.
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 \$35,000. 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: Lt. Jeff Kaer
 Organization: City of Portland
 Bureau of Police
 Address:
 1111 SW 2nd Ave., Rm 1552
 Portland, OR 97204

Phone: 503-823-0518
 Fax: 503-823-0292
 Email:
 Jeff.Kaer@portlandoregon.gov

Portland State University

Project Manager: Masami Nishishiba, Ph.D.
 Organization: Portland State University
 (PSU)
 Mark O. Hatfield School of Government

P.O. Box 751 (SPA)
 Portland, OR 97207-0751
 Phone: 503-725-8090
 Fax: 503-725-5162
 Email: nishism@pdx.edu

PSU Contact for contractual matters:
 Tim Rinner, MS
 Portland State University
 PO Box 751 (SPA)
 Portland, OR 97207-0751
 Phone: 503-725-3418
 Email: spa.white@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 Lt. Jeff Kaer. The Project Manager shall have the authority to make no-cost changes to the contract that do 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 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. U.S. Department of Justice regulations permit an awardee to copyright any work that is subject to copyright and was developed, or for which ownership was purchased, under an award. The COPS Office will reserve a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes: (1) the copyright in any work developed under this Cooperative Agreement including any related sub award or contract; and (2) any rights of copyright to which the Awardee, including its subawardee or contractor, purchases ownership with support from this Cooperative Agreement. Additionally, the COPS Office may make available for reproduction material produced under this Cooperative Agreement by any means, including a U.S. Department of Justice website, a hard copy(ies), or in electronic form(s), without restriction.
 - B. All products and deliverables (written, curricula, visual, sound, or websites) or computer programs developed under this Cooperative Agreement shall contain the following statement:

This project was supported by Cooperative Agreement Number 2013-CK-WX-K030 awarded by the Office of Community Oriented Policing Services, U.S. Department of Justice. The opinions contained herein are those of the author(s) and do not necessarily represent the official position or policies of the U.S. Department of Justice. References to specific agencies, companies, products, or services should not be considered an endorsement by the author(s) or the U.S. Department of Justice. Rather, the references are illustrations to supplement discussion of the issues.

When appropriate, U.S. Department of Justice publications and other products and deliverables developed under this Cooperative Agreement should contain the following copyright notice:

Copyright © [year work was published] [name of copyright owner]. The U.S. Department of Justice reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, this publication for Federal Government purposes. This publication may be freely distributed and used for noncommercial and educational purposes only.

- C. The PI 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.
 - D. If the Chief of Police, Project Manager, and/or other designated PPB reviewer provides written feedback to the PI during the 21-day period, the PI agrees to either incorporate the feedback into the report or present PPB's response to the report in a publicly available forum.
18. 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.
 19. 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.
 20. 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.

21. 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.
22. 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.
23. 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: Lawrence P. O'Dea III _____Title: Chief of Police _____

Date: _____

By: _____

Name: Mary Hull Caballero _____Title: Auditor _____**Portland State University**

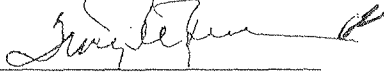
By: _____

Name: Jennifer L. Ward _____Title: Sponsored Projects Administration _____Portland State University _____Date: 11/18/14 _____

187112

Date: _____

APPROVED AS TO FORM
APPROVED AS TO FORM.



City Attorney, City of ~~Portland~~
CITY ATTORNEY

Date: 12/12/14

Attachment A

Statement of the Work

Masami Nishishiba, Ph. D.
Stephanie Hawke

Principal Investigator
Assistant Investigator

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

1. Develop an organizational-level evaluation plan in order to monitor progress of the Organizational Strategic Equity Plan over time and to assess the needs of the bureau surrounding issues of equity in order to provide feedback to the Community and Police Relations Committee (CPRC) Subcommittee and Portland Police Bureau Command Staff as they plan and implement organization change strategies.
2. Meet or consult with all of the stakeholders for the evaluation plan (CPRC Subcommittee and Full Committee, Equity Leadership Council, Portland Mayor's Representative, COPS Office Program Manager, and various command staff at the Portland Police Bureau) and implement their feedback into the final evaluation design.
3. Create a final report that provides clear guidelines on how to evaluate the Organizational Strategic Equity Plan over time and analyses for the data that is part of the evaluation plan and is currently available.

Portland State University shall provide the services set out above in accordance with the schedule set out below:

July – December 2014

- Begin working with the CPRC Subcommittee to identify the main desired outcomes for the evaluation plan.
- Discuss survey concepts and data availability.
- Obtain feedback from additional stakeholders on desired outcomes.
- Finalize the outline for the evaluation plan.

January – June 2015

- Analyze the available data, or in some cases work with PPB to have the data analyzed (depending on the data source), that will be a part of the evaluation plan.
- Present and discuss the evaluation methods and findings with the CPRC Subcommittee and the COPS Office Program Manager.

July – September 2015

- Complete the final report.
- Present the findings.

Attachment B

Payment Schedule

The Portland Police Bureau shall pay Portland State University an amount not to exceed of \$35,000 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 work performed since July 1, 2014 based on the attached budget information.
2. After the initial submission, invoices shall be submitted to the Project Manager on a monthly basis until work is complete and/or the IGA expires.

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