

**IMPACT STATEMENT**

**Legislation title:** \*Authorize an Intergovernmental Agreement with Portland State University for \$304,000 under the 2014 Bureau of Justice Assistance Smart Policing Initiative grant program to provide research and services to the Police Bureau for the study of the Neighborhood Involvement Locations program (Ordinance)

**Contact name:** Veronica Nordeen, Grants Analyst, PPB Fiscal Division

**Contact phone:** 503-823-0331

**Presenter name:** Sergeant Greg Stewart, PPB Strategic Services Division

**Purpose of proposed legislation and background information:**

The Office of Justice Programs (OJP) awarded the City a Bureau of Justice Assistance (BJA) grant in the amount of \$699,464 for the FY 2014 Smart Policing Initiative (SPI) program on September 29, 2014. Part of the approved grant award includes research and services provided by Portland State University (PSU). The Intergovernmental Agreement addresses roles, responsibilities, and payment for research and services provided by PSU. Payment is not to exceed \$304,000.

**Financial and budgetary impacts:**

There are no financial or budgetary impacts with this legislation. The Office of Justice Programs will reimburse the City for \$296,000 passed through to PSU. The Bureau will reimburse PSU \$8,000 for expenses defined in the IGA's Attachment B using current FY 2014-15 Police Bureau program budget appropriations.

**Community impacts and community involvement:**

This IGA was created with input from Portland State University. There is no voluntary citizen participation. There are no links to current City policies.

**Describe how the bureau responded to or incorporated concerns into the proposed legislation:** Not applicable to this legislation.

**Indicate who/which groups will be testifying:** PPB Strategic Services Division and PSU researchers.

**Budgetary Impact Worksheet**

**Does this action change appropriations?**

☐ YES: Please complete the information below.

☒ NO: Skip this section

Fund	Fund Center	Commitment Item	Functional Area	Funded Program	Grant	Sponsored Program	Amount

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COP Contract No: 30004383

PSU Contract No.: 141003

This Agreement is made by and between Portland State University (PSU) and the City of Portland, Oregon acting on behalf of its Police Bureau, (aka Portland Police Bureau hereinafter referred to as "Portland Police Bureau" or "PPB").

**RECITALS:**

- A. WHEREAS, the City of Portland Council authorized acceptance of a \$699,464 Smart Policing Initiative (SPI) grant award from the Department of Justice, Office of Justice Programs, Bureau of Justice Assistance (BJA) on November 5, 2014, to help fund the study of the Portland Police Bureau's Neighborhood Involvement Locations (NIIoc). This grant program is designed to help study and improve how the NIIoc program may improve community police relationships and address issues of crime and disorder, and
- B. WHEREAS, the Portland Police Bureau desires to use the research services of Portland State University to perform services related to the Department of Justice, Office of Justice Programs, Bureau of Justice Assistance (BJA) 2014 Smart Policing Initiative (SPI) grant award program, and
- C. WHEREAS, Portland State University desires to conduct research and provide services to the Portland Police Bureau related to the Department of Justice, Office of Justice Programs, Bureau of Justice Assistance (BJA) 2014 Smart Policing Initiative (SPI) grant award program, and
- D. WHEREAS, by the authority granted in ORS 190.110 and 283.110, state agencies may enter into agreements with units of local government or other state agencies for the performance of any or all functions and activities that a party to the agreement, its officers, or agents have the authority to perform, and
- E. WHEREAS, the purpose of this Agreement is to address payment for services provided by the Portland State University for work performed as the City of Portland's research partner, and
- F. WHEREAS, PPB and PSU desire to enter into this Agreement.

NOW, THEREFORE, PPB and PSU agree as follows:

**1. TERM**

This Agreement shall be effective as of December 1, 2014, through June 30, 2018, the length of BJA 2014 SPI NIIoc grant program award, or until grant funds are exhausted unless earlier terminated in accordance with Section 5 of this Agreement or modified as provided in Section 17.

**2. RESPONSIBILITIES OF PSU**

**PSU agrees to:**

- 2.1 Use BJA 2014 SPI grant program funds for authorized purposes.

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- 2.2 Provide a research team composed of Doctors Henning, Kahn, Renauer, and Labissiere. The research team will assist in qualitative and quantitative data collection, collation, and analysis throughout all phases of the project. Comprehensive process and impact evaluations of the recently completed Ni-Loc RCT will be conducted.
- 2.3 Findings from these activities will be presented to PPB and BJA through oral presentations, technical reports, and academic publications. The research team will also provide ongoing research consultation to PPB as the agency works to ensure the longer term sustainability of this policing practice in Portland.
- 2.4 Provide project manager. All reports, notices, and other communications required under or related to this Agreement shall be directed to the appropriate individual.

Kris Henning, Ph.D.  
Portland State University  
P.O. Box 751 mailcode (CUPA)  
Portland, OR 97207-0751

Administrative Contact

Jennifer Ward  
Assoc. Director, Sponsored Projects Administration  
PO Box SPA-751  
Portland, OR 97207  
503-725-9900  
[awards@pdx.edu](mailto:awards@pdx.edu)

- 2.5 Provide consistent communication to PPB.
- 2.6 Provide requested information for federally required grant reporting.
- 2.7 Provide documentation upon request from PPB demonstrating compliance with all of the applicable Federal civil rights laws, including having an EEOP in place, reporting Findings of Discrimination, and providing language services to LEP persons.
- 2.8 Submit invoices as described in Attachment B.

**3. RESPONSIBILITIES OF PPB**

**PPB agrees to:**

- 3.1 Administer and distribute the BJA 2014 SPI grant program funds.
- 3.2 Provide consistent communication with PSU.
- 3.3 Provide project manager. All reports, notices, and other communications required under or related to this Agreement shall be directed to the appropriate individual.

Sergeant Greg Stewart  
City of Portland – Police Bureau  
1111 SW 2nd Ave., Rm 1552  
Portland, OR 97204

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3.4 Submit required federal financial and program accountability measures.

**4. COMPENSATION, PAYMENT**

4.1 Not-to-Exceed. The amount of \$296,000 is for the scope of work detailed in Sections 2.1 through 2.4 and defined in Attachment A. The total Agreement costs shall not exceed \$304,000 unless approved by BJA for the 2014 BJA SPI NIOc grant award.

4.1.1 The PPB shall reimburse PSU up to \$8,000 specifically for the work done in Attachment B. Upon receipt of a separate invoice detailing the work performed in Attachment B, PPB will reimburse PSU using COP General Fund FY 2014-15 General Fund dollars.

4.2 The PPB, through the BJA 2014 SPI NIOc grant, shall reimburse PSU 100% of the total Agreement costs for services rendered when submitted with supported expense documentation.

4.3 Invoicing. PSU shall submit invoices to the PPB Project Manager.

4.4 Mail to Address. PPB shall send payment to PSU within thirty (30) days after receipt of each approved invoice to the following address:

Sponsored Projects Administration  
PO Box 751-SPA  
Portland, OR 97207

**5. EARLY TERMINATION**

This Agreement may be terminated prior to the end of the grant upon sixty (60) days mutual written consent of the parties or upon ninety (90) days written notice by one party. Termination under any provision of this paragraph shall not affect any rights, obligation, or liability of Portland State University Portland State University or the City of Portland, which accrued prior to such termination.

**6. INDEMNIFICATION CONTRIBUTION**

6.1 IF ANY THIRD PARTY MAKES ANY CLAIM OR BRINGS ANY ACTION, SUIT OR PROCEEDING ALLEGING A TORT AS NOW OR HEREAFTER DEFINED IN ORS 30.260 ("THIRD PARTY CLAIM") AGAINST A PARTY (THE "NOTIFIED PARTY") WITH RESPECT TO WHICH THE OTHER PARTY ("OTHER PARTY") MAY HAVE LIABILITY, THE NOTIFIED PARTY MUST PROMPTLY NOTIFY THE OTHER PARTY IN WRITING OF THE THIRD PARTY CLAIM AND DELIVER TO THE OTHER PARTY A COPY OF THE CLAIM, PROCESS, AND ALL LEGAL PLEADINGS WITH RESPECT TO THE THIRD PARTY CLAIM. EITHER PARTY IS ENTITLED TO PARTICIPATE IN THE DEFENSE OF A THIRD PARTY CLAIM, AND TO DEFEND A THIRD PARTY CLAIM WITH COUNSEL OF ITS OWN CHOOSING. RECEIPT BY THE OTHER PARTY OF THE NOTICE AND COPIES REQUIRED IN THIS PARAGRAPH AND MEANINGFUL OPPORTUNITY FOR THE OTHER PARTY TO PARTICIPATE IN THE INVESTIGATION, DEFENSE AND SETTLEMENT OF THE THIRD PARTY CLAIM WITH COUNSEL OF ITS OWN

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CHOOSING ARE CONDITIONS PRECEDENT TO THE OTHER PARTY'S LIABILITY WITH RESPECT TO THE THIRD PARTY CLAIM.

- 6.2 WITH RESPECT TO A THIRD PARTY CLAIM FOR WHICH THE PORTLAND STATE UNIVERSITY IS JOINTLY LIABLE WITH THE CITY (OR WOULD BE IF JOINED IN THE THIRD PARTY CLAIM ), PORTLAND STATE UNIVERSITY PORTLAND STATE UNIVERSITY SHALL CONTRIBUTE TO THE AMOUNT OF EXPENSES (INCLUDING ATTORNEYS' FEES), JUDGMENTS, FINES AND AMOUNTS PAID IN SETTLEMENT ACTUALLY AND REASONABLY INCURRED AND PAID OR PAYABLE BY THE CITY IN SUCH PROPORTION AS IS APPROPRIATE TO REFLECT THE RELATIVE FAULT OF PORTLAND STATE UNIVERSITY PORTLAND STATE UNIVERSITY ON THE ONE HAND AND OF THE CITY ON THE OTHER HAND IN CONNECTION WITH THE EVENTS WHICH RESULTED IN SUCH EXPENSES, JUDGMENTS, FINES OR SETTLEMENT AMOUNTS, AS WELL AS ANY OTHER RELEVANT EQUITABLE CONSIDERATIONS. THE RELATIVE FAULT OF PORTLAND STATE UNIVERSITY PORTLAND STATE UNIVERSITY ON THE ONE HAND AND OF THE CITY ON THE OTHER HAND SHALL BE DETERMINED BY REFERENCE TO, AMONG OTHER THINGS, THE PARTIES' RELATIVE INTENT, KNOWLEDGE, ACCESS TO INFORMATION AND OPPORTUNITY TO CORRECT OR PREVENT THE CIRCUMSTANCES RESULTING IN SUCH EXPENSES, JUDGMENTS, FINES OR SETTLEMENT AMOUNTS. PORTLAND STATE UNIVERSITY PORTLAND STATE UNIVERSITY'S CONTRIBUTION AMOUNT IN ANY INSTANCE IS CAPPED TO THE SAME EXTENT IT WOULD HAVE BEEN CAPPED UNDER OREGON LAW IF PORTLAND STATE UNIVERSITY PORTLAND STATE UNIVERSITY HAD SOLE LIABILITY IN THE PROCEEDING.
- 6.3 WITH RESPECT TO A THIRD PARTY CLAIM FOR WHICH THE CITY IS JOINTLY LIABLE WITH TPORTLAND STATE UNIVERSITY PORTLAND STATE UNIVERSITY (OR WOULD BE IF JOINED IN THE THIRD PARTY CLAIM), THE CITY SHALL CONTRIBUTE TO THE AMOUNT OF EXPENSES (INCLUDING ATTORNEYS' FEES), JUDGMENTS, FINES AND AMOUNTS PAID IN SETTLEMENT ACTUALLY AND REASONABLY INCURRED AND PAID OR PAYABLE BY PORTLAND STATE UNIVERSITY PORTLAND STATE UNIVERSITY IN SUCH PROPORTION AS IS APPROPRIATE TO REFLECT THE RELATIVE FAULT OF THE CITY ON THE ONE HAND AND OF PORTLAND STATE UNIVERSITY PORTLAND STATE UNIVERSITY ON THE OTHER HAND IN CONNECTION WITH THE EVENTS WHICH RESULTED IN SUCH EXPENSES, JUDGMENTS, FINES OR SETTLEMENT AMOUNTS, AS WELL AS ANY OTHER RELEVANT EQUITABLE CONSIDERATIONS. THE RELATIVE FAULT OF THE CITY ON THE ONE HAND AND OF PORTLAND STATE UNIVERSITY PORTLAND STATE UNIVERSITY ON THE OTHER HAND SHALL BE DETERMINED BY REFERENCE TO, AMONG OTHER THINGS, THE PARTIES' RELATIVE INTENT, KNOWLEDGE, ACCESS TO INFORMATION AND OPPORTUNITY TO CORRECT OR PREVENT THE CIRCUMSTANCES RESULTING IN SUCH EXPENSES, JUDGMENTS, FINES OR SETTLEMENT AMOUNTS. THE CITY'S CONTRIBUTION AMOUNT IN ANY INSTANCE IS

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CAPPED TO THE SAME EXTENT IT WOULD HAVE BEEN CAPPED UNDER  
OREGON LAW IF IT HAD SOLE LIABILITY IN THE PROCEEDING.

**7. INSURANCE**

Each party shall each 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.

**8. OREGON LAW AND FORUM**

This Agreement shall be construed according to the laws of the State of Oregon. Any action regarding this Agreement or work performed under this Agreement shall be filed in Multnomah County or in the United States District Court for the district of Oregon.

**9. NON-DISCRIMINATION**

Parties will comply with all federal, state, and local statutes regarding civil rights and non-discrimination practices.

**10. ACCESS TO RECORDS**

Each party shall have access to the books, documents and other records of the other which are related to this Agreement for the purpose of examination, copying and audit, unless otherwise limited by law. The books, documents and other records related to this Agreement shall be maintained as long as stipulated by the City's Grants Management Office Retention Schedule or by federal law, whichever is the longer.

**11. SUBCONTRACTS AND ASSIGNMENT**

Neither party shall subcontract or assign any part of this Agreement without the written consent of the other party.

**12. CONFLICT OF INTEREST**

No City of Portland 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.

**13. FUNDS AVAILABLE AND AUTHORIZED**

The City of Portland certifies that at the time the Agreement is authorized that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within the City's current appropriation and limitation. Both parties understand and agree that payment of amounts under this Agreement 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. OWNERSHIP OF WORK PRODUCT**

14.1 All sets of de-identified data collected under this Agreement shall be jointly owned by

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- PSU and PPB. Neither party shall release or otherwise share the raw data or compiled datasets with any third party outside of PSU or PPB, except with the prior written consent of each party.
- 14.2 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:
- 14.2.1 Reports will only include aggregate findings – no individual PPB employee, community organization, or citizen will be personally identified.
  - 14.2.2 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.
  - 14.2.3 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 twenty-one (21) days from the date of receipt by the Chief of Police and Project Manager.
  - 14.2.4 If the Chief of Police, Project Manager, 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).
- 14.3 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.
- 14.4 Notwithstanding any other term of this Agreement, PSU's and the City's obligations under this Agreement are the subject to the limitations and conditions of Oregon Public Records Laws, ORS 192.410 – 192.505.

**15. FEDERAL AWARD SPECIAL CONDITIONS**

- 15.1 Recipients of federal grant funding agree to submit to BJA for review and comment any curricula, training materials, proposed publications, reports, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) working days prior to the targeted dissemination date. Any written, visual, or audio publications, with the exception of press releases, whether published at the grantee's or government's expense, shall contain the following statements: "This project was supported by Grant No. 2014-WY-BX-0004 awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the Office of Sex Offender Sentencing, Monitoring, Apprehending, Registering, and Tracking. Points of view or opinions in this document

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are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice."

- 15.2 The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

**16. FORCE MAJEURE**

Neither PSU nor PPB shall be held responsible for delay or default caused by fire, riot, acts of nature, power outage, government fiat, terrorist acts or other acts of political sabotage, civil unrest, labor unrest, or war, where such cause is beyond the reasonable control of PSU or PPB. However, both parties shall make all reasonable efforts to remove or eliminate such cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.

**17. MODIFICATION**

This Agreement may be modified by mutual consent of the parties. Any modification to provisions of this Agreement shall be reduced to writing and signed by all parties.

**18. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties. This Agreement may be modified or amended only by the written agreement of the parties.

**19. ALTERNATIVE DISPUTE RESOLUTION**

The parties should attempt in good faith to resolve any dispute arising out of this Agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the Agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

**20. SEVERABILITY**

- 20.1 The Parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term held to be invalid.

**21. COUNTERPARTS**

- 21.1 This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Agreement so executed shall constitute an original.

**22. ADDITIONAL TERMS AND CONDITIONS: NONE**



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EACH PARTY, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT HE/SHE HAS READ THIS AGREEMENT, UNDERSTANDS IT, AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS, AND HAS THE AUTHORITY TO SIGN AND BIND ITS AGENCY.

**City of Portland**

By: \_\_\_\_\_  
Charlie Hales  
Mayor

Date: \_\_\_\_\_

**Portland State University**

By: \_\_\_\_\_  
Jennifer Ward  
Associate Director  
Sponsored Projects Administration

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Mary Hull Caballero  
City Auditor

Date: \_\_\_\_\_

APPROVED AS TO FORM  
APPROVED AS TO FORM

\_\_\_\_\_  
City Attorney, City of Portland  
CITY ATTORNEY

Date: \_\_\_\_\_  
5/7/15

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**Attachment A**

**Statement of the Work**

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

Principal Investigator  
Co-Principal Investigator  
Co-Principal Investigator  
Co-Principal Investigator

The Contractor shall provide the Portland Police Bureau those services outlined in the Smart Policing Initiative Action Plan as approved by the Bureau of Justice Assistance.

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**Attachment B**

**Focus Groups and Payment**

The contractor shall conduct three focus groups with Portland Police officers in December 2014 to assess their experiences with the recent NiLoc program. Officers will be provided \$100 gift certificates as compensation for their time. Expenses billed under this section of the contract will consist solely of these incentive costs plus institutional indirect costs. The total of these combined amounts shall not exceed \$8,000 and will be paid with COP FY 2014-15 General Fund dollars.

**Attachment C**

**Invoices and Payment**

1. An immediate invoice shall be submitted to the Project Manager for the PSU work described in Attachment B.
2. A second invoice shall be submitted for the first 12-months of work, which does not include the work described in Attachment B. These funds shall be used to pay for partial salaries (summer funding for researchers) and fringe benefits for the Principal Investigator and Co-PIs as well as for services and supplies associated with the first year of the grant.
3. A third invoice shall be submitted one year after the date of the second invoice for the second 12-months of work. These funds shall be used to pay for partial salaries (summer funding for researchers) and fringe benefits for the Principal Investigator and Co-PIs as well as for services and supplies associated with the second year of the grant.
4. A fourth and final invoice shall be submitted upon completion of the project (including final grant reports). These funds shall be used to pay for partial salaries (summer funding for researchers) and fringe benefits for the Principal Investigator and Co-PIs as well as for services and supplies associated with the final portion of the grant project.