

INTERGOVERNMENTAL AGREEMENT
By and Between Portland State University
And
City of Portland
PSU Contract #: 357000

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into by and between the City of Portland, acting by and through Portland Parks & Recreation, hereinafter referred to as "PP&R", and Portland State University, acting by and through its Center for Public Service, hereinafter referred to as "PSU".

AGENCY INFORMATION:

Representative: Cynthia Castro
 Title: Program Specialist
 Portland Parks & Recreation
 Teen Services Program

 Address: 6433 NE Tillamook Street
 Portland, OR 97213
 Telephone: 503-823-2141

PSU INFORMATION:

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

Whereas, PP&R desires PSU's services on a project to be specified; and

Whereas, PSU is able to provide such services,

Now therefore, the parties agree to the following:

1. Term and Termination

Upon full execution, this Agreement shall be retroactively effective as of February 16, and shall remain in effect until October 31, 2016, unless otherwise terminated by either party. This Agreement may be terminated with thirty (30) days written notice to the Parties, by either Party. This Agreement may be amended by mutual consent, reduced to writing, and signed by the parties.

2. Background

The PSU Center for Public Service (CPS) proposes to join with PP&R for a series of facilitated discussions with key stakeholders to assess the impact of PP&R's teen initiatives and identify the measures of success. This project includes the following key activities:

1. Conduct a series of facilitated discussions among PP&R key stakeholders to:
 - a. Identify the lessons learned from the teen initiatives undertaken during 2015, and
 - b. Identify what "implicit theory of success" people share in assessing youth programs.
2. Conduct research on "promising practices" and "measures of success" used by other park and recreation service agencies nation-wide.
3. Facilitate several information sharing sessions with the Portland Mayor's Office staff and other stakeholders, based on findings from the above two activities.
4. Conduct a series of facilitated discussions with a "Core Team" of key PP&R staff and an Education Northwest representative, and co-create criteria and key data to be used to measure the success of the future youth programs. PP&R Teen Services Program goals will be established through this process.

Under this agreement, PSU's CPS will: design the discussion questions, facilitate discussions, compile feedback from the discussions, conduct promising practices and measures of success research, design and facilitate information sessions, design and facilitate discussions with a PP&R "Core Team," provide a summary of the project findings, and produce a report that captures the work completed under the Mayor's Community Center Initiative for fiscal year 2015-16.

This project is scheduled to begin February 16, 2016 and run through October 31, 2016.

PSU's CPS has strong experience with the collection and analysis of both qualitative and quantitative data. Team members routinely work successfully with public agencies throughout the state of Oregon. PSU's CPS also engages graduate students as part of the project team to further PSU's education mission. Students involved in this project will gain first-hand experiences that will help them bridge their learning in the classroom to professional practice.

3. Cost/Consideration

Payment for services provided under the terms of this Agreement shall not exceed \$30,000. Fees shall be paid by PP&R to PSU in accordance with the following schedule:

PSU will submit invoices quarterly (June, September) and upon completion. Invoices will be paid by PP&R within 30 days of receipt.

Personnel and Budget

Key Tasks	Personnel (Hourly rates)							
	Project Faculty (Nishishiba) Hours	Rate	Sr. Research Assistant (Hawke) Hours	Rate	Project Coordinator (Carr) Hours	Rate	Additional Grad Student Hours	Rate
		\$ 180		\$80		\$ 42		\$ 32
(1) Identification of the research design.	6	\$ 1,080	2	\$ 160	6	\$ 252	4	\$ 128
(2a) Facilitated discussion I with stakeholders. (7 sessions)	3	\$ 540	12	\$ 960	24	\$ 1,008	30	\$ 960
(2b) Analysis and summary of the session.	6	\$ 1,080	12	\$ 960	36	\$ 1,512	42	\$ 1,344
(3a) Information sharing/facilitated discussion session II. (3 sessions)	8	\$ 1,440	6	\$ 480	8	\$ 336	12	\$ 384
(3b) Analysis and summary of the session.	5	\$ 900	10	\$ 800	10	\$ 420	12	\$ 384
(4) Co-creation of the criteria for success and measurement plan. (3 sessions)	10	\$ 1,800	12	\$ 960	12	\$ 504	15	\$ 480
(5) Literature review for promising practice.	1	\$ 180	8	\$ 640	30	\$ 1,260	40	\$ 1,280
(6) Final report and recommendation.	10	\$ 1,800	10	\$ 800	35	\$ 1,470	40	\$ 1,280
Sub Total	49	\$ 8,820	72	\$5,760	161	\$ 6,762	195	\$ 6,240

Other	
Supplies and Printing	\$ 200
Transportation/Parking	\$ 100
Subtotal	\$ 300

GRAND TOTAL	\$ 27,882
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All administrative costs are included in the per hour rates. PSU expects to adjust the relative hours worked by these and other individuals to assure efficient project completion.

To fulfill its educational mission, PSU's CPS will hire and actively involve graduate students on the project work team. Through their participation on the project team, the students will gain insight into local government programs and procedures, enhance their professional skill level beyond the classroom level, and gain experience in acting as a consultant.

4. Invoices

PSU will send all invoices to PP&R to the following address:

Mailing Address: 6433 NE Tillamook Street
Portland, OR 97213

Attention: Cynthia Castro
Telephone: 503-823-2141
Email: cynthia.castro@portlandoregon.gov

5. Scope of Work / Statement of Work

The project will begin February 16, 2016, and scheduled work will be completed by October 31, 2016, with all billing completed by November 30, 2016.

Based on a series of project scope meetings with a PP&R "Core Team" and PSU CPS project team members, the following scope of work and general project design was identified. The project consists of six (6) key tasks that PSU will complete.

They are:

- (1) Identification of the research design
- (2) Facilitated discussions with key stakeholders. Analysis and summary of these sessions.
- (3) Information sharing/facilitated discussions with the Portland Mayor's Office/Council staff, PP&R Senior Management, and a broad audience of PP&R recreation staff. Analysis and summary of the sessions will be completed by PSU.
- (4) Co-creation of the criteria for success and measurement plan.
- (5) Literature review for promising practice.
- (6) Final report and recommendation.

In the following, each one of the tasks and the estimated timeline is described. Timeline for each task is subject to change pending discussion session scheduling.

Task 1: Identification of the Research Design (Feb 2016)

PSU CPS project team members facilitate a discussion with PP&R key staff and identify project design, including identification of the type of stakeholders, facilitated discussion participants and the number of facilitated discussions.

After a couple of informal meetings between PP&R key staff and CPS project team members, final project identification meeting took place on February 16, 2016.

At this discussion, parties involved reached a general agreement on the overall project design.

Task 2a: Conduct Facilitated Discussions (Stakeholders) (March~April 2016)

During the months of March and April 2016, seven (7) facilitated discussions will be scheduled. The target participants and the number of discussions for each target group of participants are as follows:

- Youth program participants (2 sessions with approximately 9 participants each)
- "Parks for New Portlanders" youth leaders (1 session with 6 participants)
- "Parks for New Portlanders" coordinator, teen coordinators, Environmental Education representative (1 session with 7 participants)
- Community partner organization leaders and staff (1 session with 7 participants)
- Center directors (2 sessions with approximately 9 participants each)

A point person from both PP&R and PSU will identify the participants for each session, schedule the session dates, make arrangements for the session site, and invite participants to attend.

Prior to the facilitated discussion session, PSU's CPS project team will draft the discussion questions and submit it to PP&R core staff members for review. The questions will focus on (1) identifying "lessons learned" over the past year and (2) identifying the "implicit theory of success." The questions for the facilitated discussions will be grounded in established qualitative methods and informed by the review of literature.

Trained facilitator(s) from PSU's CPS team will facilitate the discussion sessions. The discussion sessions will be audio-recorded to capture the statements by the participants accurately. During the discussion CPS team member(s) will also take notes.

Task 2b: Analyze and Summarize Facilitated Discussions I (April 2016)

After each discussion session, the audio-recording and notes will be reviewed and analyzed. Using qualitative data analysis techniques, key themes will be identified, and the findings of these discussion sessions will be summarized.

Task 3a: Conduct the Information Sharing/Facilitated Discussions II (Mayors Office/Council staff/broad audience of PP&R recreation staff/PP&R Senior Management) (April ~ May 2016)

Once the Facilitated Discussion I with the stakeholders are completed and the findings from the discussions are summarized, Information Sharing/Facilitated Discussion II with staff members from the Mayor's Office, Council staff, PP&R Senior Management, and a broad audience of PP&R recreation staff will be conducted. The purpose of this series of discussion is to share findings from Facilitated Discussion I and gather further input into the criteria and measures that would be used in future program design and evaluation.

Approximately two (2) Information Sharing/Facilitated Discussion II sessions will be scheduled with the following target participants.

- PP&R Senior Management Team, includes "Core Team" member(s) (Approximately 10 people)
- Mayor's Office and Council staff along with "Core Team" member(s) (Approximately 5 people)
- Broad audience of PP&R recreation staff and "Core Team" members (Approximately 20-30 people; to be scheduled during an All-Recreation Staff Meeting)

As is the case in Task 2, a point person from both PP&R and PSU will identify the participants for the sessions, schedule the session dates, make arrangements for the session site, and invite participants to attend.

Prior to the information sharing/facilitated discussion session, PSU's CPS project team will develop the presentation material and the draft agenda for the session and submit it to PP&R core staff members for review.

Trained facilitator(s) from PSU's CPS team will facilitate the discussion sessions. Detailed notes will be taken by a PSU CPS team member during the session. If appropriate, the session will be audio-recorded to assure accuracy of the information.

Task 3b: Analyze and Summarize Information Sharing/Facilitated Discussion II Facilitated Discussions (May 2016)

After the session, the notes will be reviewed and analyzed. Using qualitative data analysis techniques, key themes will be identified, and the findings of these discussion sessions will be summarized. The analysis under this task will focus on synthesizing the input from the Information Sharing/Facilitated Discussion II to the initial findings from the Facilitated Discussion I. Key patterns and issues will be identified and highlighted.

Task 4: Co-create Criteria for Success/M Measurement with Core Team (May~June 2016)

Two to three sessions with the PP&R "Core Team" will be held to review the findings from the facilitated discussions to discuss criteria for success and a measurement plan for the future projects. PSU CPS staff will share summary of findings and facilitate the discussion.

Task 5: Literature Review for Promising Practice (March~June 2016)

Throughout the duration of the project, PSU's CPS team will review existing literature to investigate examples of "promising practices" and "measures of success" related to youth development. Literature will be drawn from both academic and practitioner-based sources in order to have a broad understanding of the topic. Special effort will be made to collect information relevant to PP&R operations at the local level, including directly gathering resources, models, and experiences of local educational organizations such as Education Northwest. This review may inform the questions posed in the facilitated discussions as well as any recommendations included in the final report.

Task 6: Final Report and Recommendation (June 2016)

A final report will be drafted by PSU's CPS team with PP&R core staff input. This report summarizes the project process and findings and provides recommendations to PP&R's future youth development projects. As part of this, the report will draw on the research to articulate suggested goals for PP&R's Teen Services Program going forward. In order to minimize the cost, the report will be submitted in the electronic form.

A supplementary report that specifically assesses the first year of the Mayor's Community Center Initiative will be prepared by PSU's CPS team based on data provided by PP&R. Core Staff input will go into determining what questions the data analysis will address. The data gathered by PP&R's Teen Services Program and community partner organizations will be shared with PSU's CPS team in an agreed upon format. This report will also be submitted electronically.

6. Additional Terms and Conditions

A. Indemnification

PSU shall be responsible for all damage to property, injury to persons, and loss expense, inconvenience, and delay which may be caused by, or result from, the conduct of work under this contract, or from any act, omission, or neglect of PSU, its subcontractors, or employees. PSU shall save, indemnify, and hold harmless PP&R and its officers, agents, employees, and members from all claims, suits, and actions of any nature resulting from or arising out of the activities or omissions of PSU or its subcontractors, officers, agents, or employees acting under this contract. To the extent permitted by Oregon Law (ORS 30.260 through 30.300) and the Oregon Constitution, Article XI, Section 7, PSU shall indemnify PP&R against any liability for damage to life or property arising from PSU's actions under this Agreement provided, however, PSU shall not be required to indemnify PP&R for any such liability arising out of the wrongful or negligent acts of employees or agents of PP&R.

B. Access to Records

The parties shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Agreement. The Oregon Department of Higher Education, Oregon Secretary of State, Federal Government, and their duly authorized representatives shall have access to the books, documents, papers, and records of the parties which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts. Such books and records shall be maintained by the parties for six years from the date of contract expiration unless a shorter period is authorized in writing.

C. 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.

D. Assignment

PSU shall not assign or transfer its interest nor delegate its obligation in this Agreement without the express written consent of PP&R. PSU shall not enter into any subcontracts for any of the work scheduled under this contract without obtaining prior written approval from PP&R.

E. Availability of Funds Clause; Non-appropriations Clause

PP&R certifies that sufficient funds are available to finance PP&R's obligations under this Agreement within its 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 PP&R will notify PSU of its intent to terminate this Agreement.

F. 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.

G. Force Majeure

Neither Party shall be held responsible for delay or default caused by fire, riot, weather, labor disputes, 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.

H. 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 PP&R and PSU that arises out of or relates to performance of this Agreement shall occur, if in the state

courts, in the Multnomah County Circuit Court, and if in the federal courts, in the United States District Court for the District of Oregon.

I. No Third-Party Beneficiaries

The undersigned parties are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third person are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

J. 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.

K. Severability

If any term or provision of this contract 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 contract did not contain the particular term or provision held to be invalid.

L. Tax Certification

By signature on this Contract, the undersigned hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of Contractor and that Contractor is, to the best of the undersigned's knowledge, not in violation of any state or federal tax laws, or any other local taxes.

M. Waiver

The failure of PSU to enforce any provision of this contract shall not constitute a waiver of that or any other provision.

N. Ownership of Work Product:

All Work Products produced by PSU under this Agreement are the exclusive property of PP&R. Work Products include but are not limited to research, reports, computer programs, manuals, drawings, recordings, photographs, artwork and any Survey Response Data or information in any form which has specifically originated from work performed under this Agreement, but does not include any prior works used by PSU that originated outside of this Agreement ; PSU and PP&R intend that such original Work Product shall be deemed "work made for hire" of which PP&R shall be deemed the author. If for any reason a Work Product is deemed not to be a "work made for hire," PSU hereby irrevocably assigns and transfers to PP&R all right, title and interest in such Work Product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrines. PSU shall obtain such interests and execute all documents necessary to fully vest such rights in PP&R. PSU waives all rights relating to original Work Product or any other rights of authorship, identification or approval, restriction or limitation on use or subsequent modifications to the original Work Product.

PP&R grants to PSU an unrestricted license in perpetuity to use the Work Product for PSU's own academic purposes, including but not limited to research, reports, publications and classroom teaching. Such license may not be terminated nor any royalties charged to PSU. Notwithstanding the above, PSU's license is limited by the following:

1 - PSU agrees not to release any reports using the Work Product until the City has had an opportunity to present the Survey results to Portland City Council.

2 - PSU agrees to use the City Data in the aggregate, and not produce documentation that would identify any individual or compromise the individual's privacy.

3 - PSU agrees not to sell the City Data without the express written permission of the City, which shall not be unreasonably withheld.

O. 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. Contractor 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.

7. NOTICES

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

To PP&R:

6433 NE Tillamook Street
Portland, OR 97213

Attn: Cynthia Castro
Telephone: 503-823-2141
Email: cynthia.castro@portlandoregon.gov

WITH A COPY TO:

Harry Auerbach
City Attorney's Office
1121 SW 4th Ave.
Portland, OR 97201

To PSU:

Center for Public Service
Portland State University
Attn: Project Coordinator
PO Box 751, MC: PA-ELI
Portland, OR 97207
Telephone: 503-725-5190
Facsimile: 503-725-5111
Email: jmetzler@pdx.edu

WITH A COPY TO:

Portland State University
Contracting & Procurement Services
Attn: Contracts Officer
PO Box 751, MC: FAST-CAPS
Portland, OR 97207-0751
Telephone: 503-725-3441
Facsimile: 503-725-5594
Email: contract@pdx.edu

8. Signatures

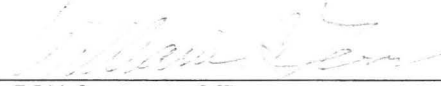
PP&R and PSU, by the signature of their authorized representatives, hereby acknowledge that they have read this Agreement, understand it, and agree to be bound by its terms and conditions. This agreement may be signed in two (2) or more counterparts, each of which shall be deemed an original, and which, when taken together, shall constitute one and the same agreement. PP&R and PSU agree that they may conduct this transaction by electronic means, including the use of electronic signatures.

CITY OF PORTLAND:

 4.12.16
 Mike Abbate Date
 Director, Portland Parks & Recreation

PORTLAND STATE UNIVERSITY:

 4/12/16
 Phil Keisling Date
 Director, Center for Public Service


 PSU Contracts Officer Date
 William C. Terry
 Contracts Officer
 Portland State University

APPROVED AS TO FORM
 Approved as to form.

By:  4/13/16
 CITY ATTORNEY Date