

INTERGOVERNMENTAL AGREEMENT
City Agreement No _____

This Intergovernmental Agreement (IGA) is entered into by and between the City of Portland (CITY), acting by and through its Bureau of Development Services (BDS) and Portland State University (PSU).

This IGA is authorized pursuant to ORS 190.010.

PURPOSE

CITY and PSU desire to work together to provide selected PSU students with the opportunity to earn scholarships and stipends while working at BDS, assisting development review planners in the administration of the zoning code. By this IGA, PSU agrees to support BDS work in the development review process. CITY agrees to contribute to PSU to help fund the scholarships and stipends as described in this IGA.

GENERAL PROVISIONS

1. Effective Date and Duration. This IGA is effective August 22, 2016. Unless earlier terminated or extended as provided herein, this IGA shall expire on June 30, 2017.
2. Scope of Work. The scope of work (the "Scope") is contained in Exhibit B. PSU agrees to perform the work in accordance with the terms and conditions of this IGA.
3. Student Selection Process. PSU and CITY shall both be involved in the screening and selection process of the students to participate in this program, and both parties shall agree to the student participants before proceeding. Up to three students may be selected.
4. Consideration. CITY will pay PSU a maximum total of \$51,885. (See budget in Exhibit C to this IGA).
5. Project Representatives. Each party has designated project managers to be the formal representatives for this project. All reports, notices, and other communications required under or relating to this IGA shall be directed to the appropriate individual.

BDS:

Project Manager: Rebecca Esau and Ross Jonak
Organization: City of Portland, Bureau of Development Services

Address:

1900 SW 4th Ave, Suite 5000
Portland, OR 97201
Phone: 503-823-6966 (Rebecca), 503-523-0625 (Ross)
Fax: 503-823-5630

Email: Rebecca.Esau@portlandoregon.gov

Email: Ross.Jonak@portlandoregon.gov

PSU:

Project Manager: Jennifer Dill

Organization: Portland State University

Address:

College of Urban and Public Affairs

Portland State University

P.O. Box 751

Portland, OR 97207

Phone: 503-725-5173

Fax: 503-725-8770

Email: jdill@pdx.edu

Contract Officer:

William Terry

Portland State University

Business Affairs Office

PO Box 751

Portland, OR 97207

Phone: 503-725-9869

Email: wterry@pdx.edu

6. Subcontracts. PSU shall not enter into any subcontracts for any of the work scheduled under this IGA without obtaining prior written consent from the BDS Project Manager.
7. IGA Documents. This IGA consists of the following documents, which are listed in descending order of precedence: Exhibit A: (This IGA), Exhibit B (Scope of Work), and Exhibit C (Budget). All Exhibits are hereby incorporated and made part of hereof.
8. Amendments. The terms of this IGA may not be waived, altered, modified, supplemented, or amended in any manner whatsoever except by written instrument signed by authorized representatives of both parties.
9. Reimbursement.
 - A. PSU shall submit itemized invoices to CITY (Land Use Services Division Manager) for reimbursement of services performed, noting the project and CITY IGA number and the allocation of costs in accordance with the line items listed in Exhibit C.
 - B. Non-itemized or incomplete billings shall be detained for payment processing until PSU has supplied correct information to the BDS Land Use Services Manager.

- C. PSU shall submit to CITY a quarterly invoice for costs incurred during the preceding quarter period no later than 45 days following the end of that performance period. The final invoice is due 60 days after this IGA terminates.
- D. Invoices shall be submitted, identifying CITY IGA number, to:

Rebecca Esau, Land Use Services Division Manager
Bureau of Development Services
1900 SW 4th Avenue, Suite 5000
Portland, OR 97201

- E. BDS shall pay all approved invoices within 30 days.
- F. The parties recognize and agree that some of the activities and obligations for reimbursement addressed in this IGA may commence or arise prior to the effective date of this IGA.

10. Termination.

- A. The parties may agree to an immediate termination of this IGA or at a time certain upon mutual written consent.
- B. Either party may terminate this IGA effective not less than 30 days from delivery of written notice to the other party. In the event of such termination by CITY, CITY shall remain liable for payment for costs incurred by PSU prior to the date of PSU's receipt of termination notice from CITY.
- C. Either party may terminate this IGA effective not less than 10 days from written notice or at such other date as may be established by both parties under any of the following conditions:
 - a. If funding is not obtained and continued at sufficient levels to allow for purchase of the specified services. When possible, and when agreed upon, this IGA may be modified to accommodate a reduction in funds.
 - b. If federal or state regulations or guidelines are modified or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this IGA, or are no longer eligible for the funding proposed for payments authorized by this IGA.
- D. Either party may terminate this IGA in the event of a breach by the other party. Prior to such termination, however, the party seeking termination shall give the other party written notice of the party's intent to terminate. If the party has not cured the breach within 10 days or a longer period as granted in the cure notice, the party seeking compliance may terminate this IGA.

11. Funds Available and Authorized. CITY certifies that at the time the IGA is executed sufficient funds are available and authorized for expenditure are available and authorized 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.

12. 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.
13. Choice of Venue. Oregon law shall govern this IGA and all rights, obligations and disputes arising out of this IGA. Venue for all disputes and litigation shall be in Multnomah County, Oregon.
14. 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.
15. Access to Records. Each party and its duly authorized representatives shall have access to the books, documents, papers, and records of the other party which are directly pertinent to this IGA for the purpose of making audit, examination, excerpts, and transcript.
16. Compliance with Applicable Law. Both parties shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this IGA.
17. No Third Party Beneficiary. The CITY and PSU are the only parties to this IGA and, as such, are the only parties entitled to enforce its terms. Nothing contained in this IGA gives or shall be construed to give or provide any benefit, direct, indirect, or otherwise to third parties unless third persons are expressly described as intended to be beneficiaries of its terms.
18. Indemnification. To the extent permitted by Oregon law (ORS 30.260 through 30.300) and the Oregon Constitution, Article XI, Section 7, PSU shall indemnify CITY against any liability for damage to life or property arising from PSU's actions under this IGA. Provided, however, that PSU shall not be required to indemnify CITY for any such liability arising out of the wrongful or negligent acts of employees or agents of CITY. To the extent permitted by Oregon law (ORS 30.260 through 30.300) and the Oregon Constitution, Article XI, Section 7, CITY shall indemnify PSU against any liability for damage to life or property arising from CITY's actions under this IGA. Provided, however, that CITY shall not be required to indemnify PSU for any such liability arising out of the wrongful or negligent acts of employees or agents of PSU.

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 choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which the State is jointly liable with the City (or would be if joined in the Third Party Claim), the State 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 the State 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 the State 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. The State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

With respect to a Third Party Claim for which the City is jointly liable with the State (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 the State in such proportion as is appropriate to reflect the relative fault of the City on the one hand and of the State 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 the State 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 capped

to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

- 19. 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.
- 20. This IGA 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.
- 21. The parties agree that CITY and PSU may conduct this transaction, including any contract amendments, by electronic means, including the use of electronic signatures.

ACTING BY AND THROUGH
 PORTLAND STATE UNIVERSITY
 BY:
 Authorized Signature

Name: _____ Date: _____

Title: _____

CITY OF PORTLAND SIGNATURES:

Name: _____ Date: _____
 Bureau Director

Scope of Work

Planning Interns

Three Portland State University Graduate Research Assistants (GRAs) will work at the City of Portland Bureau of Development Services (BDS) with Supervising Planners to perform the following activities in the Academic Year 2016/17. The GRAs will typically come from the Master of Urban and Planning Program (MURP), but are not limited to MURP students.

Research and Technical Support to BDS

1. Draft communications to applicants notifying them of missing documents and information.
2. Prepare initial drafts of zoning confirmation letters for planners.
3. Research zoning and land use history on property for planners.
4. Perform related record keeping using hard copy and electronic files.
5. Set up templates for land use review public notices and land use decisions, to assist the planner assigned to the case.
6. Assist planners with tasks such as scheduling and helping process planner approvals of Property Line Adjustments, etc.
7. Develop and organize the photo library for the urban design planners, as well as a photo catalogue on projects utilizing the Community Design Standards.
8. Spot check results in the field, to verify if inspections are ensuring that projects are being built to match the approved plans regarding Title 33 and Title 11 requirements.

PSU Administrative Support

- Set up arrangements for student GRA's, working in conjunction with the Toulan School finance administration specialist.
- Manage grant account, expenditures, etc

PSU Project Manager

GRA supervision and support

- Recruit, screen and recommend to BDS graduate students (usually MURP but not limited to MURP) for the GRA scholarships that are funded by BDS.
- Recruit diverse students to apply for this scholarship/stipend program.
- Consult with BDS program managers throughout the year on GRA performance.
- Meet with GRA's each term or as needed with BDS program manager to review work.
- Based on budget availability, develop summer work program for one or more GRA's based on BDS program needs.

IGA management

- Oversee PSU administrative support
- Meet annually with BDS program managers on contract renewals to develop scope of work and annual budgets, to review quarterly expenditures and to resolve any issues that may arise.

BDS Project Manager or Delegates

- Review PSU recommended graduate students, and make selections for internships.
- Delegate supervision of interns to Section Managers of the teams where interns are assigned.
- Coordinate with PSU and BDS Finance Section on overall project and GRA performance.
- Meet with Project Manager and GRA's each term or as needed to review work.
- Based on budget availability, develop summer work program for one or more GRA's based on BDS program needs.

Exhibit C
IGA - City of Portland Bureau of Development Services and Portland State University, College of Urban and Public Affairs

Cost Category	No.	Monthly Salary	FTE / Percent	Months	Year 1
Salaries and Wages					
School Director (Dill)	1	11,903	0.00%	9	\$ -
Administrative (Brockel)	1	4,781	2.00%	12	\$ 1,148
GRA (3)	3	2,600	30.00%	9	\$ 21,060
			hrs/wk	weeks	
Undergrad Hrly student	1	\$15.00	12	34	\$ 6,120
Total Salaries and Wages					\$ 28,328
Fringe Benefits					
School Director (Dill)			44.00%		\$ -
Administrative (Brockel)			63.10%		\$ 724
GRA (3)			3.00%		\$ 632
Hrly students			5.00%		\$ 306
Total Fringe Benefits					\$ 1,662
Total Salaries and Fringes					\$ 29,989
Services and Supplies					
Tuition	credits	terms	per term cost		
Note: tuition for 5 terms from USP budget	12	3	4,416		\$ 13,248
Total Services and Supplies					\$ 13,248
Total Direct Costs					\$ 43,237
Service Fee			20.00%		\$ 8,647
Total Project Costs					\$ 51,885

0 hours total
41.6 hours total

Original Budget \$51,885

USP Costs

Tuition	credits	terms	per term cost		
	12	6	4,416		\$ 26,496