



187949

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 and Portland State University (PSU).

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

PURPOSE

The Portland Police Bureau Training Division and the Behavioral Health Unit seeks a study of mental health workers perspectives on police interactions and training program evaluation, review, and consulting.

The Enhanced Crisis Intervention Team (ECIT) training evaluation is based on the program goals of 1) having police and community member interactions result in the safest possible outcome for officers and community members (particularly during behavioral health crises for this program) and 2) partnering with the mental health system in public safety issues related to behavioral health crises. A portion of this evaluation process is measuring officers' effectiveness interacting with persons with mental illness, as well as their level of success interacting with mental health facilities. The study will collect feedback from Project Respond workers and other mental health providers utilizing a combination of interview and survey methodology.

By this IGA, PSU shall provide services to achieve a study of local mental health workers perspectives on police interactions. The final product of this contract will be a formal report based upon the quantitative and qualitative data findings. PSU shall also provide consultation on training evaluation plans, processes, and reports.

GENERAL PROVISIONS

1. Effective Date and Duration. This IGA is effective on September 1, 2016 or the date of execution by both parties. Costs may be incurred from the date of last signature. Unless earlier terminated or extended, this IGA shall expire on August 31, 2017.
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. CITY agrees to pay PSU an amount not to exceed \$34,020 period. 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: Emma Covelli
 Organization: City of Portland
 Bureau of Police
 Address:
 14912 NE Airport Way
 Portland, OR 97230
 Phone: 503-619-9926
 Fax:
 Email:
Emily.Covelli@portlandoregon.gov

Portland State University

Project Manager: Dr. Yves Labissiere
 Organization: Portland State University
 Address:
 P.O. Box 751
 mailcode (ORSP)
 Portland, OR 97207-0751
 Phone: 503-725-8078
 Email: labissy@pdx.edu

PSU Contact for contractual matters:

William C. Terry
 Contracts Officer
 Portland State University
 Contracting and Procurement Services -
 University Financial Services (FAST-
 CAPS)
 PO Box 751
 Portland, OR 97207
 Phone: (503) 725 9869
wterry@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 Emma Covelli. The Project Manager shall have the authority to extend the term of the agreement or make other no cost changes to the contract that does 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, CITY 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 CITY's Project Manager.
13. Funds Available and Authorized. 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 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 CITY receiving appropriations, limitations, or other expenditure authority.
14. Payment Terms. Electronic funds transfer. PPB shall send payment to GPD within thirty (30) days after receipt of each billing via electronic funds transfer.
15. 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.
16. 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.
17. 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.
18. Ownership of Work Product.
 - a. Ownership of any and all data collected or produced in connection with this Agreement (the "Work Product") will be handled as described below. Ownership

of the Work Product includes all rights, title and interest, including but not limited to copyright rights of specified Work Products.

1. All data collected or produced under this agreement shall be jointly owned by PSU and the PPB. Neither party shall release or otherwise share the data with any third party, except with the prior written consent of each party.
 2. Data collected under this agreement shall not be used for any student analyses without the prior written permission of the PPB. Requests for student use shall be submitted to the Chief of Police and to the project manager in writing.
 3. PSU shall use the data in publications only upon obtaining written permission from the PPB. In all instances pertaining to publications and papers, PSU will provide the PPB the opportunity to review and comment upon the paper in advance. The period of review shall be no longer than 30 days from the date of receipt by the Chief of Police and to the Project Manager. PSU agrees that the PPB will be afforded the opportunity to provide a written response to works emanating from the data. Said comments will either be incorporated into the written work or information will be provided within the work that identifies a link on the World Wide Web where the PPB's response will be located. PPB also holds the right to remain anonymous in any publications.
 4. Regardless of ownership of the Work Product, both parties shall have reasonable access to the Work Product.
- b. Notwithstanding any other term of this agreement, 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. Contribution. 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 PSU or CITY with respect to which the 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. Each 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 a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which PSU is jointly liable with CITY (or would be if joined in the Third Party Claim), PSU 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 CITY in such proportion as is appropriate to reflect the relative fault of PSU on the one hand and of 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 PSU on the one hand and of 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. PSU's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if PSU had sole liability in the proceeding.

With respect to a Third Party Claim for which CITY is jointly liable with PSU (or would be if joined in the Third Party Claim), 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 PSU in such proportion as is appropriate to reflect the relative fault of CITY on the one hand and of PSU 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 CITY on the one hand and of PSU 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. CITY's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

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

By: _____

Name: Charlie Hales

Title: Mayor

Date: _____

APPROVED AS TO FORM:

City Attorney, City of Portland

Date: _____

Portland State University

By: _____

Name: _____

Title: Contract Officer

Date: _____

Attachment A

Statement of the Work

Study Work Plan:

- 1) Feedback from employees at mental health facilities will be collected via interview and survey methods. The key staff roles and responsibilities are as follows:
 - a. The Contractor, Dr. Yves Labissiere, shall provide the following services:
 - i. Finalize the survey development process
 - ii. Prepare and manage Institutional Review Board documents and processes
 - iii. Conduct initial interviews with mental health partners for refining the survey instrument and receive advice on survey distribution
 - iv. Further develop and finalize the survey instrument
 - v. Review analyses and co-author the Portland Police Bureau's report on the study findings (including adding results gained from the collection of qualitative data)
 - b. The Behavioral Health Unit Analyst, Frank Silva, shall provide the following:
 - i. Manage distribution of the surveys
 - ii. Collect, clean, and analyze the survey data
 - iii. Write up the survey results and co-author the report
 - c. The Training Division's Analyst, Emma Covelli, shall provide the following:
 - i. Facilitate meeting planning and project management
 - ii. Review analyses for quality assurance
 - iii. Co-author the report

- 2) Feedback from Project Respond workers will be collected via interview methods. The key staff roles and responsibilities are as follows:
 - a. The Contractor, Dr. Yves Labissiere, shall provide the following services:
 - i. Further develop and finalize the interview process
 - ii. Develop the interview questions and / or key areas
 - iii. Conduct interviews with Project Respond workers
 - iv. Write this portion of the Portland Police Bureau's report

Deliverables:

The deliverables will include survey data, interview data, and a formal report on the study findings. The report will include:

- Executive Summary
- Methods Summary

- Research results and data summaries, which are to include the following topics:
 - Police use of de-escalation and disengagement techniques
 - Whether the Portland Police Bureau has responded to their place of employment due to a mental health crisis.
 - Satisfaction measures pertaining to:
 - Police interactions involving a person with a behavioral health crisis
 - Police professionalism
 - The police providing the needed support during crisis situations
 - Police interactions with mental health providers
 - Including related barriers to having more effective partnerships (e.g. challenges are occurring during police responses to mental health facilities)
- Discussion / Conclusion Section

Training Evaluation Work Plan:

- 1) Training Program Evaluation Review and Consulting
 - a. The Contractor, Dr. Yves Labissiere, shall provide the following services:
 - i. 20 hours of general research consulting time
 - ii. Review training evaluation reports
 - iii. Discuss training evaluation plans
 - iv. Obtain input on evaluation plans and reports

Deliverable:

- Assessment and recommendations for evaluation plans and reports

Attachment B**Payment Schedule**

Description	Hours	Rate	Total
Training Evaluation	20	\$ 100	\$ 2,000
Study	250	\$ 100	\$ 25,000
Overhead fee	NA	26%	\$ 7,020

Total:	\$ 34,020
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