

EXHIBIT A

INTERGOVERNMENTAL AGREEMENT

By and Between Portland State University

And

City of Portland

City of Portland Contract No. _____

Portland State University Contract No. ____

The parties of this Intergovernmental Agreement (Agreement) are the City of Portland, Oregon, acting by and through its Portland Children's Levy, (City), and Portland State University and its Center for Improvement of Child and Family Services, Child Welfare Partnership Training Unit, (University). This Agreement is authorized pursuant to ORS 190.010 and ORS 352.138(2) and becomes effective upon final execution of this document.

RECITALS

- A. City desires University's professional services.
- B. The performance of such services is consistent, compatible and beneficial to the academic role and mission of University.
- C. The City desires to enter into a formal agreement with University to provide and not to exceed amount of \$610,924 in exchange for University's performance of the work identified in Section 1 below and *Exhibit A*. Funding of the \$610,924 is available January 1, 2024 through June 30, 2027 pending City Council approval of the final agreement.

Now, therefore, the parties agree as follows:

Section 1—Summary Statement of Work

Attached as *Exhibit A* is the *Statement of Work*, which details the required tasks and services that shall be completed by University. Attached as *Exhibit B* is the *Budget Detail* that shall be used and followed by University throughout the term of the Agreement.

Section 2—Agreement Period

This Agreement is effective on the date of final execution (when the last signature is affixed) and remains in effect through June 30, 2027, unless terminated sooner under a provision of this Agreement. Performance may be extended for additional periods by written mutual consent between the parties, so long as this Agreement is extended prior to 30 days before its expiration.

Section 3—Billing Procedures and Compensation

- A. The City authorized a total not to exceed \$610,924 to fund the services required under this Agreement. Funding of the \$610,924 is available for the period of January 1, 2024 through June 30, 2027. Funding for this Agreement shall only be disbursed upon the City's

approval.

- B. The City's policy to pay its invoices via electronic funds transfers through the automated clearing house (ACH) network. To initiate payment of invoices, University shall execute the City's standard ACH Vendor Payment Authorization Agreement which is available on the City's website at <https://www.portlandoregon.gov/bfrs/article/698308>.

Upon verification of the data provided, the Payment Authorization Agreement shall authorize the City to deposit payment for services rendered directly into University accounts with financial institutions. All payments shall be in United States currency. Payment of any invoice, however, does not preclude the City from later determining that an error in payment was made and from withholding the disputed sum from the next quarterly payment until the dispute is resolved.

- C. On a quarterly basis University shall submit to the City an invoice for work performed during the previous quarter. Each invoice shall identify the tasks that have been completed per the terms of this Agreement.
- D. Invoices shall only be submitted electronically to the Portland Children's Levy fiscal and administrative specialist at john.kelly@portlandoregon.gov, or other address specified by City.
- E. University shall fully cooperate with a City Audit of the records at any time. University shall also fully cooperate with an audit to account for all expenses if necessary.
- F. The City shall pay all amounts to University where no dispute exists within 30 days of receipt of the invoice. Payment of any invoice, however, does not preclude the City from later determining that an error in payment was made and from withholding the disputed sum from the next progress payment until the dispute is resolved.

Section 4—Notices

Unless otherwise stated in this Agreement, the designees named below shall be the contact for all activities relating to the work/services to be performed under this Agreement:

City: Portland Children's Levy Director, Lisa Pellegrino

(lisa.pellegrino@portlandoregon.gov), or other PCL staff designated by the Director.

University: Legal Notices / Authorized Signature Authority: Sponsored Projects Officer, Anna Kovtunova (awards@pdx.edu; cc_spa_ccf@pdx.edu)

Financial Contact: Finance & Compliance Manager, Anisa Chisti (spafct@pdx.edu)

Principal Investigator: Child Welfare Partnership Director, Marty Lowrey (lowreym@pdx.edu)

Section 5—Termination

This Agreement may be terminated by either party on sixty (60) days written notice.

Section 6—Non-Discrimination

In carrying out activities under this Agreement, neither party shall discriminate against any employee or applicant for employment because of race, color, religion, sex, age handicap, familial status or national origin. Either party shall take affirmative actions to ensure that applicants for employment are employed and that employees are treated during employment, without regard to their race, color religion, sex, age, handicap, familial status or national origin. Such action shall include but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff of termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

Section 7—Access to Records

Both parties and their duly authorized representatives shall have access to the books, documents, and records which are directly pertinent to the specific Agreement for the purpose of making audit, examination, excerpts and transcript. University shall retain and keep accessible all books, documents, and records for a minimum of three (3) years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.

Section 8—Indemnification

Subject to the conditions and limitations of the Oregon Constitution, Article XI, Section 7, and Oregon Tort Claims Act, ORS 30.260 through 30.300, University shall indemnify, defend and hold harmless the City from and against all liability, loss and costs arising out of or resulting from the negligent or intentionally wrongful acts of University, its officers, employees and agents in the performance of this Agreement.

Subject to the conditions and limitations of the Oregon Constitution, Article XI, Section 9, and the Oregon Tort Claims Act (ORS 30.260 to 30.300) the City shall indemnify, defend, and hold harmless the University from and against all liability, loss, and costs arising out of or resulting from the negligent or intentionally wrongful acts of City, its officers, employees, and agents in the performance of this Agreement.

Section 9—Insurance

University shall be responsible for providing workers' compensation insurance as required by law. Neither party shall be required to provide or show proof of any other insurance coverage. All University personnel, officers and employees, acting within the scope of their employment are covered by ORS 30.270. University is a subject employer under the Oregon Workers' Compensations law in compliance with ORS 656.017 and shall maintain workers' compensation insurance through the duration of this Agreement.

Section 10—Subcontracting and Assignment

University shall not subcontract its work under this Agreement, except for work identified in this Agreement or attached Statement of Work, without the written consent of the other party. University shall assure that all subcontractors used to perform the services under this Agreement, meet the City's Codes pertaining to permits, workmen's compensation, licensing, and all other requirements.

Section 11—Disputes

The signatories to this Agreement shall expend their best efforts to amicably resolve any dispute that may arise under this Agreement by non-binding resolution. Any dispute that the signatories are unable to resolve shall be submitted to the University Legal Notices contact, or their designee, and the City contact specified in Section 4 above, or their designee, for resolution.

Section 12—Oregon Law and Forum

This Agreement shall be construed according to the laws of the State of Oregon. Any litigation between the City and University arising under this Agreement or out of work performed under this Agreement shall occur, in the state courts, in the Multnomah County Court having jurisdiction thereof and if in the federal Courts, in the United States District Court for the State of Oregon.

Section 13—Funds Available and Authorized

The City certifies that at the time the Agreement is written that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within current appropriation and limitation. In the event of any extension or non-appropriation, the City shall notify University its intent to terminate this Agreement.

Section 14—Severability

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 or provision held to be invalid.

Section 15—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. Without limiting the generality of the foregoing, parties expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) Oregon's Public Records Act; (iv) the Americans with Disabilities Act of 1990 and ORS 659A.142; (v) all regulations and administrative rules established pursuant to the foregoing laws; (vi) Any applicable sections of ORS Chapter 279, and (vii) all other applicable requirements of Federal and State civil rights and rehabilitation statutes, rules and regulations.

Section 16—Force Majeure

Neither party shall be held responsible for delay or default caused by fire, riot, 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 Agreement.

Section 17—No Third-Party Beneficiary

The City and University are the only parties to this Agreement, and such are the only parties entitled to enforce its terms. Nothing contained in this Agreement 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.

Section 18—Merger Clause

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.

Section 19—Amendments

The City and University may amend this Agreement at any time only by written amendment executed by the City and University. The Director of the Children's Levy, upon approval by City Council, is authorized to approve amendments for the City to this Agreement that do not increase the total Agreement amount above 10% of the original Agreement amount. The University shall submit a written request to the Director of the Children's Levy prior to any amendments to the Agreement. Any amendment to the Agreement shall require the signature of both parties' approving authorities.

Section 20—Confidentiality

"Confidential Information" shall mean any information which is provided by one party to the other and (i) is clearly marked confidential with an appropriate legend at the time of disclosure if disclosed in a tangible or written form, or (ii) if disclosed orally or in any other transitory medium, is identified as confidential at the time of disclosure and provided in a written summary within thirty (30) days of disclosure. A receiving party's obligation to protect Confidential Information of the disclosing party shall not include information that:

- a. was already in receiving party's possession prior to disclosure;
- b. is or becomes a matter of public knowledge through no fault of receiving party;
- c. is independently developed by receiving party without use of disclosing party's Confidential Information;

d. is received by or becomes known to receiving party from another source in a manner that does not knowingly breach an obligation of confidentiality owed to the disclosing party; or

e. is approved for release or use by written authorization of the disclosing party.

Each party shall only use the other party's Confidential Information for the purposes of the Project. The receiving party shall exert reasonable efforts to protect the disclosing party's Confidential Information for a period of three (3) years from the date of receipt against unauthorized use, dissemination or publication. All written documents containing Confidential Information and other material in tangible form received by either party under this Agreement shall remain the property of the disclosing party, and such documents and materials, together with copies of excerpts thereof, shall promptly be returned to disclosing party upon request, except one copy may be retained for archival purposes. Notwithstanding the foregoing, the receiving party may disclose Confidential Information as required by law, court order, or government regulation provided however, that the receiving party timely notifies and provides disclosing party with an opportunity to minimize or oppose such disclosure. City acknowledges that UNIVERSITY is subject to, and shall treat appropriately marked Confidential Information as confidential to the extent permitted under the Oregon Public Records Law (ORS 192.311-192.478). City and University agree that, should either receive a Public Records Request (PRR) or subpoena seeking the proprietary and/or confidential documents of the other, the receiving entity will notify the authoring/generating entity within five (5) days of receipt of said PRR or subpoena and will allow the authoring/generating entity the opportunity to defend, at their own expense, against disclosure of the requested records.

Section 21—Publication

University retains the right to publish or otherwise publicly disclose any results of the Project conducted by University. At least thirty (30) days prior to submission for publication or disclosure, University will submit a copy of any proposed manuscript or other disclosure relating to the Project to City. City may review such manuscript to identify patentable subject matter and any inadvertent disclosure of City Confidential Information. Should City identify patentable subject matter, City may request that University file and prosecute a patent application, and delay publication for period of time not to exceed an additional thirty (30) days if necessary to permit the preparation and filing of such patent application.

University may use, reuse, and analyze the data developed by University during the course of the Project for teaching or research purposes.

Section 22—Severability/Survival

If any of the provisions contained in this Agreement 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 Agreement for any cause.

Section 23—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 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 University, is jointly liable with the City (or would be if joined in the Third Party Claim), 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 on the one hand and of the 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 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. University 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 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 University in such proportion as is appropriate to reflect the relative fault of 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 on the one hand and of 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 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.

Section 24—Counterparts

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.

The parties agree the City and University may conduct this transaction, including any Agreement amendments, by electronic means, including the use of electronic signatures.

Exhibit A: Statement of Work

Objective

University shall develop, coordinate and deliver a holistic continuing education program designed to strengthen the knowledge and skills of front-line staff who are serving children and families in programs supported by the Portland Children's Levy. Topics delivered will be informed by staff voice and in alignment with the mission, vision, and values of the Children Levy.

Scope

Establish training infrastructure, administration, and ongoing training plan including registration, vendors, communication, data collection, and quality assurance as described below.

Deliverable	Description
Program Development and Implementation	<p>Start-up tasks (first 3 months):</p> <ol style="list-style-type: none">1. Hire project staff.2. Develop initial meeting plan with Portland Children's Levy (PCL) staff.3. Determine registration system.4. Finalize initial training topics to be delivered by June 30, 2024.5. Identify contracted trainers and vet with PCL. PCL shall approve all selected trainers.6. Negotiate and set up contracts for initial training.7. Select and secure location for in person training. <p>Training Coordination: On-going tasks:</p> <ol style="list-style-type: none">1. Determination of topics to be delivered using PCL and PCL funded program data (e.g. annual grantee staff surveys, training evaluation, grant reports).2. Identification and vetting of trainers. PCL shall approve all trainers/trainings selected.3. Working with contracted trainers regarding materials, content, training design as needed.4. Coordinate with PCL to assure alignment and that all training delivered is responsive to identified needs.5. Training logistics (location, materials, registration, marketing, etc.)6. Onsite coordination for all in person training and observation of all virtual training.7. Designate University liaison for all University staff working on the project.

Training Delivery	<p>Definitions</p> <p><i>Full day training event:</i> a single training with a minimum of 6 hours and maximum of 9 hours of training time for participants.</p> <p><i>Half day training event:</i> a single training with a minimum of 3 hours and maximum of 4 hours of training time for participants.</p> <p>Training Delivered</p> <p><i>Fiscal Year 2024</i></p> <ul style="list-style-type: none"> • April 2024 – June 2024: 3 Training events (1 full day in-person; 1 half day in-person; 1 half day virtually) <p><i>Fiscal Years 2025, 2026 & 2027</i></p> <p>12 Training events (4 full day in person; 4 half day in person; 4 half day virtually) delivered each year.</p> <p><i>Total Training</i></p> <p>39 training events will be delivered during the contract period.</p> <p>Class sizes for all trainings are estimated at 40 recognizing that some classes focused on skill development may need to be smaller while virtual didactic training may accommodate larger class sizes.</p>
Training Evaluation	<p>Develop and administer a staff survey in FY 2025 and FY 2026 to inform training topics to be provided each year (two surveys total). Training topics for FY 2024 will be informed by previous PCL survey findings.</p> <p>Develop and deliver participant evaluations for each training provided during the contract period. Evaluation will reflect how participants experienced the training and its effectiveness in meeting their needs.</p> <p>Survey and Evaluation findings will be provided to PCL. Frequency and timelines to be determined in collaboration once the program is launched.</p>

Key Project Staff

Kellie Herold, BS will be the project manager. Kellie brings 21 years of experience as a project manager, and will lead all aspects of the project including working with PCL staff, working with external contracts, and task supervision and/or internal coordination for staff assigned to the project.

Marty Lowrey, LCSW, director of the Child Welfare Partnership, will provide consultation, support and project oversight.

Jon Garcia, MBA, M.A.Ed. will oversee training logistics, coordinating and development of the training schedule, budget and work orders, administrative and information technology.

Kayley Garaventa, MS will assist development and analysis of training evaluations and reporting of findings.

Karrah Jones will provide administrative support, which includes copying, binding, material presentation and design.

Jeff Baker, BA will provide technology support for training delivered virtually.

Kirstin O'Dell, MSW (Additional PSU Support not charged against budget) will provide support and consultation regarding the evaluation work.

Exhibit B: Budget Detail

Portland State University
Center for Improvement of Child and Family Services
Child Welfare Partnership Training Unit

Project: Children's Levy

Budget Period: Effective Date – June 30, 2027

Personnel	Monthly Salary	FTE	Months	Total Salary	OPE Rate	Total Benefits	Total
Administrative Program Assistant	\$ 5,166.00	0.050	42	\$ 10,848.60	67.00%	\$ 7,268.56	\$ 18,117.16
Director, Workforce Development	\$ 11,665.00	0.025	42	\$ 12,248.25	67.00%	\$ 8,206.33	\$ 20,454.58
Logistics Manager	\$ 8,915.00	0.100	42	\$ 37,443.00	67.00%	\$ 25,086.81	\$ 62,529.81
Research Assistant	\$ 5,416.00	0.075	42	\$ 17,060.40	67.00%	\$ 11,430.47	\$ 28,490.87
IT Consultant 2	\$ 6,516.00	0.050	42	\$ 13,683.60	67.00%	\$ 9,168.01	\$ 22,851.61
Project Manager	\$ 6,250.00	0.400	42	\$ 105,000.00	67.00%	\$ 70,350.00	\$ 175,350.00
Subtotal Personnel							\$ 327,794
Contracts							
Subject Matter Experts							\$ 78,000
Other Contractual Services							-
Subtotal Contracts							\$ 78,000
Other Direct Expenses							
Duplicating / Copying / Binding							\$ 7,244
Hosting							\$ 40,622
Room Rental							\$ 15,200
Technology							\$ 10,000
Travel							\$ 6,000
Subtotal Other Direct Expenses							\$ 79,066
Total Direct Costs							\$ 484,860
Indirect Costs @ 26%							\$ 126,064
TOTAL COSTS							\$ 610,924

Budget Justification

Direct Costs

Personnel costs with salary and benefits are \$327,794 which includes the following staff positions:

- Levy Training Project Manager
- CWP Workforce Development Director
- Logistics Manager
- Administrative Program Assistant
- Research Assistant
- IT Consultant 2

Subject Matter Experts (Contracted Trainers) is estimated at \$78,000 (\$3000 x 13 full day trainings = \$39,000; \$1500 x 26 half day trainings = \$39,000 = Total of \$78,000). This would

need to include any necessary travel and/or per diem for trainer if applicable.

Material costs are estimated at \$7,244 related to supplies, training materials, and additional resources at \$6.965 per participant for up to 1040 participants ($\$6.965 \times 1040$).

Hosting costs are estimated at \$40,622 to cover coffee, lunch, and afternoon refreshments for in person events. ($13 \text{ full day events serving } 520 \text{ people} \times \$78.119 = \$40,622$).

Room Rentals are estimated at \$15,600 ($\$800 \text{ per day for } 13 \text{ full day events} = \$10,400$ and $\$400 \text{ per day for } 13 \text{ half day events} = \$5,200$).

Technology is estimated at \$10,000 for tech set up for new position, replacement technology, remark subscription, etcetera.

Travel Costs are estimated at \$6,000 which covers approximately a day a month of travel between Salem and Portland for coordination, picking up materials, dropping off evaluations, travel to and from in person venues for day of event and day early to see site, set up, and provide direction to venue staff; miscellaneous in person meetings as needed.

Indirect Cost

26% Indirect = \$126,064

Total Budget: \$610,924 over 3.5 years