



June 4, 2015

Board of County Commissioners
Clackamas County

Members of the Board:

**Approve an Intergovernmental Agreement between Clackamas County and Portland State University's
Mark O. Hatfield School of Government for the Oregon Fellows Program**

Purpose/Outcomes	This Intergovernmental Agreement is a master agreement between Clackamas County and PSU to provide a uniform and universal instrument that makes it simple for County departments and agencies to participate in the Oregon Fellows Program.
Dollar Amount and Fiscal Impact	None, the master agreement allows individual departments to engage Oregon Fellows via purchase orders against a scope of work for each Oregon Fellow.
Funding Source	Each individual department or agency will fund any Fellow(s) engaged.
Safety Impact	N/A
Duration	This IGA expires on September 30, 2018 unless extended or terminated.
Previous Board Action	The Board has previously approved individual IGAs with PSU for these purposes.
Contact Person	Laurel Butman, 503-655-8893

BACKGROUND:

The Center for Public Service ("CPS") and Mark O. Hatfield School of Government at Portland State University hosts several competitive fellowships designed to bring national talent to Oregon public entities. The Oregon Fellows program targets current graduate students with a strong scholarship record and confirmed interest in public service.

PSU recruits Fellows from a network of more than 50 leading universities, including Duke, Harvard, Syracuse, University of Michigan, University of Chicago, University of Texas, University of Wisconsin, University of California at Berkeley, University of California at Los Angeles, as well as the Oregon University system.

Oregon Fellows serve full-time for 10-weeks and receive a \$5,000 stipend paid by PSU over the course of the fellowship. Hiring/sponsoring organizations pay a total sponsor fee of \$9,000 per Oregon Fellow, which includes stipend, a 3-day orientation session and team building at PSU in June and a series of networking events, and program administration. This Master IGA will make it more efficient for County departments and agencies to engage Oregon Fellows by reducing paperwork and procurement actions needed.

RECOMMENDATION:

Staff respectfully recommends the Board approve this or a substantially similar Master Intergovernmental Agreement for Oregon Fellows between Clackamas County and Portland State University's Mark O. Hatfield School of Government. Your favorable consideration is requested.

Respectfully submitted,

Don Krupp, County Administrator



**INTER-GOVERNMENTAL AGREEMENT (IGA)
For the Oregon Fellows Program**

This Inter-governmental Agreement (this "Agreement") is by and between **Portland State University on behalf of its Mark O. Hatfield School of Government** ("PSU") and **Clackamas County** ("AGENCY"), individually the "Party", collectively the "Parties", hereinafter.

AGENCY INFORMATION

Representative: Laurel Butman
Title: Deputy County Administrator
Clackamas County

Address: 2051 Kaen Road
Oregon City, Oregon 97045

Telephone: 503-655-8893

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

1. Effective Date and Duration

This Agreement shall become effective upon the date of the last signature below, and shall expire on September 30, 2018, unless extended or terminated sooner under provisions identified within this Agreement. It is the expectation of the Parties to this IGA that participation in the fellows program will continue for the duration of this agreement.

2. Background

The Center for Public Service ("CPS") and Mark O. Hatfield School of Government at Portland State University hosts several highly competitive fellowships that are designed to bring national class talent to Oregon public enterprises. Taken together, the family of fellowships is known as the Next Generation Initiative. The network of recruitment sources currently extends to more than 50 leading universities, including Duke, Harvard, Syracuse, University of Michigan, University of Chicago, University of Texas, University of Wisconsin, University of California at Berkeley, University of California Los Angeles, as well as PSU, Oregon State University, Willamette University, and the University of Oregon.

The Next Generation Initiative recruits national class talent for Oregon and provides training and leadership development opportunities for candidates through its Oregon Fellows Program. By targeting and selecting the best candidates, the Oregon Fellows Program helps to build capacity in Oregon by increasing the number of potential leaders who are devoted to public service. The Oregon Fellows Program also focuses on providing candidates with leadership opportunities and experience.

The purpose of this Agreement is to develop a uniform and universal instrument that makes it simple for official State of Oregon public agencies to participate in the array of fellowship programs offered by PSU.

3. Scope of Cooperation

- A. PSU agrees to:
 1. Recruit and select a Fellow that matches AGENCY's needs.
 2. Coordinate the recruitment and selection of a replacement in the event that the Fellow terminates their relationship with the Oregon Fellows Program before completing the duties described in the Oregon Fellows Program Statement of Work ("SOW") which will be based on the form included as Exhibit A, hereby incorporated by reference. If PSU is not able to provide a suitable replacement Fellow, PSU shall pro-rate the AGENCY fee accordingly.
 3. Use funds from the Sponsorship fee (defined below) to compensate Fellow(s) for their participation in the fellowship program as set forth in this Agreement.

4. Provide orientation sessions for Fellow(s) and AGENCY representative who will assume supervisory responsibilities for the Fellow(s).
5. Arrange for additional leadership development and networking opportunities that introduce Fellow(s) to Oregon's unique structure of local, city and state government and key decision makers.
6. Provide ongoing program evaluation.

B. Agency agrees to:

1. Provide a non-renewable placement not-to-exceed a duration of 10- weeks for each Fellow.
2. Complete a SOW for each Fellow. The SOW will provide information for the specific Fellow participating in the Oregon Fellows Program and the project(s) to be performed. The SOW should include at a minimum the identity of the individual who will assume supervisory responsibilities for the Fellow and duties to be completed during the duration of the Fellowship. The SOW is intended to ensure that the Fellow(s) perform project-focused work under adequate supervision encompassing new AGENCY activities.
3. For each Fellow participating in the program the AGENCY will complete the SOW form identified as Exhibit A.
4. Evaluate and provide feedback on each Fellow upon request by PSU.

4. Consideration

- A. Agency agrees to pay PSU, from available and authorized funds the amount of \$9,000 per Fellow (the "Sponsor Fee") during the life of this Agreement. The Sponsor Fee consists of the Fellow's wages and PSU's administrative costs. See Exhibit B, hereby incorporated by reference, for a detailed description of the Oregon Fellows Program, an Explanation of Fee Schedule and a Fee Schedule Example.
- B. The SOW executed between Agency and the assigned Fellow (ref. Exhibit A) shall define the actual work to be performed by each Fellow. SOW's shall be submitted for approval to the following PSU location and shall clearly identify the Agency:

Center for Public Service
Portland State University
PO Box 751 (PA – ELI)
Portland, OR 97207 – 0751
Attn: NGI Fellowship Coordinator
Telephone: 503-725-8228
Facsimile: 503-725-5111
Email: jennifer.everett@pdx.edu

- C. Administrative fees (included in the Sponsor Fee) for the Oregon Fellowships (beyond the payment of stipends) cover expenses related to program administration, recruitment and placement of the Fellows during the year, as well as expenses for the 3-day orientation provided for the Fellows in June (exact amounts may vary among programs and over time).
- D. Oregon Fellowship fees shall be paid by Agency to PSU per the following schedule, based on the \$9,000.00 fee per Fellow:

An initial deposit in the amount of \$4,200 will be due no later than June 30 to reserve a Fellow.

A second payment in the amount of \$2,400 will be due no later than July 31.

A third and final payment in the amount of \$2,400 will be due no later than August 31.

Payment shall be made to PSU within thirty (30) days of receipt of invoice.

5. 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.

6. Expenses

Work-related costs are not included in the Sponsor Fee, and AGENCY is responsible for any such costs, including authorized work-required transportation, office supplies, materials, and other expenses as identified. Any equipment assigned to a Fellow under this Agreement shall be governed by the rules and policies of AGENCY.

Fellows are not eligible to receive health or other employment-related benefits from Agency or PSU.

7. 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.

8. Funds Available and Authorized

The Parties certify at the time this Agreement is executed that sufficient funds are available and authorized for expenditure to finance costs and obligations of this Agreement within the Parties 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, the affected Party shall immediately notify the other Party of its intent to terminate this Agreement without penalty. In the event of termination under this Section 8, Sponsor Fees shall be prorated based on the date of termination.

9. Termination

- A. This Agreement may be terminated by the mutual consent of the Parties at any time or by either Party upon thirty (30) days prior written notice to the other Party.
- B. Termination or modification of this Agreement shall be without prejudice to any obligations or liabilities incurred by either Party prior to such termination. Upon receiving a notice of termination, a Party shall immediately cease all activities under this Agreement. Upon termination, each Party shall deliver to the other Party all Agreement documents, information, works-in-progress and other property that are or would be deliverables had the Agreement been completed.

10. 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 contract.

11. Independent Contractor Relationship

PSU through its employees, officers and agents, will provide the services described in this Agreement as an independent contractor, and nothing herein shall be interpreted or construed as creating or establishing the relationship of employer/employee, principal/agent, partnership, joint venture, association, or any other type of legal or business relationship between Agency and PSU or between PSU and Agency. Each Party shall be solely responsible for paying its own taxes (federal, state, and local of any type or amount); the consideration owed to its own contractors and agents; its operational expenses; the wages, salaries, benefits, withholdings, and assessments for its employees (including, for example, federal and state income taxes, Social Security, Medicare, unemployment insurance, workers compensation, pension or retirement, medical or life insurance); and the damages or settlements for claims arising from the negligent, reckless, or intentional acts of its employees or agents, all without contribution from the other Party.

Agency shall have no right to direct or control the manner or method by which PSU provides the services that PSU agrees to provide through this Agreement.

12. Access to Records

PSU, Agency, the Oregon Secretary of State's Office and their duly authorized representatives shall have access to the books, documents, papers, and records, otherwise privileged under law, of the Oregon Fellowships program which are directly pertinent to this specific Agreement for the purpose of making audit, examination, excerpts, and transcript.

13. 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.

14. Notices

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

To AGENCY: Clackamas County
2051 Kaen Road
Oregon City, OR 97045
Attention: Laurel Butman
Telephone: 503-655-8893
Facsimile: 503-
Email: lbutman@clackamas.us

To PSU: Center for Public Service
Portland State University
PO Box 751, MC: PA-ELI
Portland, OR 97207
Attn: NGI Fellowship Coordinator
Telephone: 503-725-8261
Facsimile: 503-725-5111
Email: jennifer.everett@pdx.edu

WITH A COPY TO:

Portland State University
FAST - CAPS
PO Box 751, MC: CAPS
Attn: Contracts Officer
Portland, OR 97201-0751
Telephone: (503) 725-3441
Facsimile: (503) 725-5594

15. Indemnification

AGENCY shall be responsible for all damage to property, injury to persons, 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 AGENCY, its subcontractors, or employees. AGENCY shall save, indemnify, and hold harmless the State Board of Higher Education, PSU, and their officers, agents, employees, and members from all claims, suits, actions, losses, damages, disabilities, costs and expenses of any nature resulting from or arising out of the activities or omissions of AGENCY or its subcontractors, officers, agents, or employees acting under or related to this Agreement.

To the extent permitted by Oregon Law (ORS 30.260 through 30.300) and the Oregon Constitution, Article XI, Section 7, AGENCY shall indemnify PSU against any liability for damage to life or property arising from AGENCY'S actions under this Agreement provided, however, AGENCY 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.

To the extent permitted by Oregon Law (ORS 30.260 through 30.300) and the Oregon Constitution, Article XI, Section 7, PSU shall indemnify AGENCY 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 AGENCY for any such liability arising out of the wrongful or negligent actions of employees or agents of AGENCY.

16. 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 PSU and Agency 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.

17. FERPA

As required by the 20 USC 1232(g) (Family Educational Rights and Privacy Act, "FERPA"), and ORS 326.565, the Agency shall not disclose any information or records regarding students or their families that Agency may learn or obtain in the course and scope of its performance of this Agreement, except as otherwise allowed by this Agreement. The parties acknowledge that Agency is a "school official" for purposes of FERPA and PSU's Student Records Policy and recognize that FERPA imposes strict penalties for improper disclosure or re-disclosure of confidential student information, including but not limited to denial of access to personally identifiable information ("PII") from education records for at least five years (34 CFR 99.33(e)). Therefore, consistent with FERPA's requirements, PII obtained by Agency in the performance of this Agreement may not be re-disclosed to third parties without the written consent of the student's parent/guardian and must be used only for the purposes identified in this Agreement.

18. Merger

This Agreement, including Exhibit A and Exhibit B, and all executed SOWs, if any, 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.

19. Signatures

Agency 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. AGENCY and PSU agree that they may conduct this transaction by electronic means, including the use of electronic signatures.

CLACKAMAS COUNTY:

Signature **Date**

Printed Name

Title

**PORTLAND
STATE UNIVERSITY:**

Center for Public Service **Date**

Contracts Officer **Date**

EXHIBIT A
Oregon Fellow Program Statement of Work (SOW)

The purpose of this SOW is to outline the project(s) that will be performed by the Oregon Fellow, the products that will be delivered, and the responsibilities of both the Agency and the Fellow. This SOW must identify the requirements and deliverable of the work at hand in sufficient detail to ensure the interests and obligations of both Parties are understood prior to the start of the Fellowship. This SOW is subject to the terms and conditions set forth in that certain Inter-governmental Agreement (the "Agreement") dated [redacted] between Agency and Portland State University. Any capitalized terms not defined herein shall have the meanings given to such terms in the Agreement.

Both the Fellow and the Agency should keep a copy of this Exhibit and send a third copy to the following address for approval:

Center for Public Service
Portland State University
PO Box 751 (PA- ELI)
Portland, OR 97207 – 0751
Attn: NGI Fellowship Coordinator

Name of Fellow

[redacted]

Name of State of Oregon Agency

[redacted]

Agency Address

[redacted]

Agency Representative/Supervisor for this Fellowship:

[redacted]

Agency Representative/Supervisor Contact Information (telephone, fax and email)

[redacted]

Start Date

[redacted]

End Date

[redacted]

Project Description & Objectives

[redacted]

Project Deliverables

[redacted]

Quality Standards and Acceptance

[redacted]

Completion of Institute at Portland State University

Both Parties agree that the Fellow shall be released from their normal project duties for 3-days of orientation at an Institute (on performance measurement and management, public sector financial management, e-government, or sustainability) held in June at Portland State University.

Other Salient Information

[redacted]

Exhibit B Oregon Fellows Program

Overview:

- Highly competitive 10-week, full-time summer fellowship
 - Fellows submit a resume, writing sample(s) and letters of reference
- Fellows receive a total amount of \$5,000 stipend (paid in 3 installments through PSU)
- Fellows are placed with state and local agencies, and not for profits located in Oregon; some in Washington and California
- Fellows attend a 3-day orientation and team building session at PSU in June and a series of networking events throughout the program

Agreement Mechanism and Consideration:

Sponsor Agency

- Provide a scope of work that describes project objectives, deliverables, and acceptance criteria;
- Sign an intergovernmental agreement which is reviewed/approved by PSU's Contracts Office ; and
- Provide a total amount of \$9,000 per Oregon Fellow.
 - This sum covers expenses related to program administration such as the recruitment and placement of the Fellows, the 3-day orientation provided for the Fellow(s) in June and the Fellow's stipend.

Oregon Fellows

- Each Fellow completes and signs
 - a participant enrollment form that outlines their payment schedule; and
 - a form acknowledging that they understand, accept and agree to comply with the information contained in the SOW provided by their sponsor Agency.

Fee Schedule Example:

PROGRAM	WEBSITE	SPONSOR FEE	FELLOWSHIP STIPEND
Oregon Fellows Program (10-week placement)	www.pdx.edu/cps/details-of-oregon-fellowship	\$9,000	\$5,000

Explanation of Fee Schedule

- **Sponsor Fee** represents the price of sponsorship (what Agency will pay PSU) to sponsor one Fellow for 10-weeks. In addition to the Sponsor Fee, Sponsors are responsible for customary work-related costs, including telephone and computer access, workspace, office supplies, materials and other expenses needed for the successful completion of defined tasks. Fellows are not eligible to receive health, pension, or any other benefits apart from a stipend.
- **Fellowship Stipend** represents the funds PSU will pay each Fellow to help offset expenses as Fellows complete their service-learning experience with the Sponsor Agency.