

PORTLAND STATE UNIVERSITY
INTERGOVERNMENTAL AGREEMENT
PROFESSIONAL SERVICES

This Agreement (“Agreement”) is entered into between Tillamook County, hereinafter referred to as AGENCY, and Portland State University on behalf of its Mark O. Hatfield School of Government Center for Public Service, hereinafter referred to as UNIVERSITY.

This Agreement is authorized pursuant to ORS 190.010.

WITNESSETH:

WHEREAS AGENCY desires UNIVERSITY’s professional services, in accordance with the SCOPE OF WORK hereunder;

WHEREAS the performance of such services is consistent, compatible and beneficial to the academic role and mission of UNIVERSITY;

Therefore, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

ARTICLE I - SCOPE OF WORK

UNIVERSITY will provide professional services to AGENCY, which may include, but are not limited to the following service areas:

- Professional and Leadership Training
- Organizational Assessment and Development
- Program and Service Effectiveness Evaluation
- Strategic Planning
- Citizen and Community Engagement
- Policy Analysis and Research
- Talent Development

AGENCY may request UNIVERSITY to provide any professional services within the scope of services set forth above. Upon receipt of a request for specific services, UNIVERSITY will respond with a project proposal or may decline to provide services. A project proposal will describe the scope of work, its timeline, budget, and the assignment of duties and responsibilities. Upon mutual acceptance of the project proposal, UNIVERSITY will prepare a task order (“Task Order” or “Task Orders”) based upon the accepted proposal, which AGENCY and UNIVERSITY must execute. A sample Task Order is attached hereto and is marked Exhibit 1. The Task Order for a particular project supplements this Agreement. All Task Orders relating to projects mutually agreed upon by UNIVERSITY and AGENCY are covered under the terms of this Agreement.

ARTICLE II - AGREEMENT PERIOD

This Agreement is effective on the date of last signature and remains in effect until June 30, 2026. The term of this Agreement may be extended for additional periods by written mutual consent between the parties. The terms of this Agreement will remain in full force and effect for any Task Order authorizing performance of services under this Agreement that is executed prior to the expiration or termination of this Agreement.

ARTICLE III – CONSIDERATION

For fee-for-service projects, professional services will be billed according to the following rates:

Center for Public Service (CPS) Rates List

Published CPS Services Fees effective July 1, 2022 (rates include indirect costs for the University)	
Personnel Type	Billable Hourly Rates
Faculty/CPS Director	\$180 - \$250
Staff	\$50 - \$120
First Stop Portland Study Tour Services	Up to \$400
Senior Fellows	\$120 - \$200
Fellows	\$50 - \$120
PSU Specialists (GIS, Data Visualization, etc.)	\$50 - 250
PhD Students	\$30 - 50
Master's Students	\$20 - 40
Consultants	\$50 - \$250

Examples of Reimbursable Expenses (rates DO NOT include administrative overhead)	
Type of Expense	Cost/Unit
Mileage	58.5 – 62.5 cents/mile
Parking	varies by city/district
Copies (black & white)	10 cents/copy
Copies (color)	69 cents/copy
Mailings	USPS rates
Supplies for workshop sessions (flipcharts, post-its, etc.)	\$35.00/workshop session
Materials (binders, tabs, etc.)	\$12.00/participant

Services will be billed at the above rates through June 30, 2023, and may be adjusted annually at the start of UNIVERSITY's fiscal year (July 1) and published online at <https://www.pdx.edu/student-finance/tuition>.

Unless otherwise indicated in a specific Task Order, UNIVERSITY will submit invoices to AGENCY quarterly (September, December, March, and June), which will be paid within 30 days of receipt.

AGENCY certifies that sufficient funds are available to finance AGENCY'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 AGENCY will notify PSU of its intent to terminate this Agreement. AGENCY shall pay UNIVERSITY in full, upon completion of the project, for services provided in accordance with the specific project's Task Order as stated under Article I.

Invoices shall be sent to AGENCY on a quarterly basis or upon completion of workshops as defined in individual Task Orders, to the address indicated in ARTICLE IV, Notice. Payment shall be sent payable to PSU-CPS to the Center for Public Service, PO Box 751 (PA-ELI), Portland, OR 97207.

ARTICLE IV - NOTICE

Any notice provided for under this Agreement is sufficient if in writing and delivered to the following:

If to AGENCY: Rachel Hagerty
 Address: 201 Laurel Avenue, Tillamook, OR 97141
 Telephone: (503) 842-3404
 Email: rhagerty@co.tillamook.or.us

If to UNIVERSITY: Center for Public Service
Portland State University
PO Box 751, MC: PA-ELI
Portland, OR 97207
Attn: CPS Operations Manager
Telephone: 503-725-6129
Email: fultoner@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

ARTICLE V - PERFORMANCE / REPORTING REQUIREMENT

UNIVERSITY is responsible for the performance of work as stated in ARTICLE I - SCOPE OF WORK. UNIVERSITY shall maintain fiscal records pertinent to this Agreement for at least six (6) years following completion of work under this Agreement. UNIVERSITY shall maintain all fiscal records relating to this Agreement in accordance with generally accepted accounting principles. In addition, UNIVERSITY shall maintain all other records pertinent to this Agreement in such a manner as to clearly document UNIVERSITY's performance hereunder.

ARTICLE VI – CONFIDENTIALITY

Except for as otherwise required to be disclosed pursuant to Oregon Public Records Law (ORS 192), UNIVERSITY agrees to keep confidential any AGENCY proprietary information that AGENCY designates as such and supplies to UNIVERSITY during the course of this Agreement. Such information will not be included in any published material without prior approval by AGENCY. Except for as otherwise required to be disclosed pursuant to Oregon Public Records Law (ORS 192), AGENCY agrees to keep confidential any UNIVERSITY proprietary information the UNIVERSITY designates as such and supplies to AGENCY during the course of this Agreement.

ARTICLE VII - COMPLIANCE WITH LAWS

This Agreement shall be governed and construed in accordance with the laws of the State of Oregon. Any suit for enforcement shall be brought and conducted solely and exclusively within the Circuit Court of Multnomah County for the State of Oregon.

ARTICLE VIII - ASSIGNMENT

Neither party may assign or transfer any interest in this Agreement, or assign any claims for money due or to become due during this Agreement, without the prior written approval of the other party.

ARTICLE IX – WORK PRODUCT

All work product of UNIVERSITY that results from this Agreement (the "Work Product") is the exclusive property of UNIVERSITY. UNIVERSITY and AGENCY do not intend that such Work Product be deemed a "work made for hire" where AGENCY would be deemed the author. If for any reason the work product is deemed a "work made for hire," AGENCY hereby irrevocably assigns to UNIVERSITY all its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Notwithstanding the foregoing language, AGENCY in all circumstances retains the right to use, circulate and reproduce the Work Product for its own use.

ARTICLE X - PATENT RIGHTS

All rights to inventions or discoveries arising from research conducted under this Agreement belong to UNIVERSITY. Any such inventions and discoveries shall be disposed of in accordance with UNIVERSITY's policy. AGENCY has a time-limited first right to negotiate a license to such inventions and discoveries.

ARTICLE XI - PUBLICATIONS

UNIVERSITY agrees that all publications that result from work under this Agreement will acknowledge that the project was supported by an award from AGENCY.

ARTICLE XII - GENERAL PROVISIONS

In the absence of reference to the terms and conditions contained within the prime source of funding, UNIVERSITY is not responsible for compliance with any terms that are not included or specifically referenced in this Agreement.

ARTICLE XIII - TERMINATION

This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to intended date of termination. By such termination, neither party may nullify obligations already incurred for performance prior to the date of termination.

ARTICLE XIV – CERTIFICATIONS

By execution of this Agreement or acceptance of any payments under this Agreement, UNIVERSITY certifies that:

1. UNIVERSITY is not presently debarred, suspended, proposed for disbarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency.
2. UNIVERSITY is not delinquent on the repayment of any federal debt.
3. UNIVERSITY is in compliance with Sections 5151 to 5160 of the Drug-Free Workplace Act of 1988 (P.L. 100-960, Title V, Subtitle D).
4. To the best of UNIVERSITY's knowledge and belief:
 - (a) No federally appropriated funds have been paid or will be paid by or on behalf of the UNIVERSITY to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
 - (b) If funds other than federally appropriated funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or any employee of a member of Congress in connection with this federally-funded contract, grant, loan or cooperative agreement, UNIVERSITY shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

UNIVERSITY shall require that the language of this certification be included in the award documents for all federal sub-awards at all tiers (including agreements, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients of federal funds shall certify and disclose accordingly.

5. UNIVERSITY shall notify AGENCY immediately if there is any change of UNIVERSITY's status to the

extent that UNIVERSITY is no longer able to comply with ARTICLE XIV – CERTIFICATIONS.

ARTICLE XV –SIGNATURES

This Agreement may be signed in two (2) or more counterparts, each of which is deemed an original, and which, when taken together, constitutes one and the same agreement. AGENCY and UNIVERSITY agree that they may conduct this transaction by electronic means, including the use of electronic signatures.

THIS AGREEMENT TOGETHER WITH EXHIBIT 1 CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS AGREEMENT BINDS EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER IS EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. UNIVERSITY AND AGENCY, 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.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date set forth herein by their duly authorized representatives.

PORTLAND STATE UNIVERSITY

TILLAMOOK COUNTY

By: _____
Center for Public Service Director

By: _____

Date: _____

Title: _____

Date: _____

By: _____
PSU Contracts Officer

Date: _____

EXHIBIT 1
SAMPLE TASK ORDER
PORTLAND STATE UNIVERSITY
TILLAMOOK COUNTY

PROJECT: _____

This Task Order supplements the Intergovernmental Agreement for Professional Services ("Agreement") entered into between Portland State University and the AGENCY. The parties agree that the Agreement is hereby supplemented as follows:

Description of Services:

Cost:

Delivery Schedule:

Project Contacts:

PSU:

Agency:

Other:

IN WITNESS HEREOF, the parties have duly executed this Task Order effective the date of last signature:

PORTLAND STATE UNIVERSITY

By: _____
Center for Public Service Director

Date: _____

By: _____
Contracts Officer

Date: _____

AGENCY

Name: _____

Title: _____

Date: _____