

**INTERGOVERNMENTAL AGREEMENT  
By and Between  
Portland State University  
and  
Tillamook County**

This Intergovernmental Agreement (“Agreement”) is made and entered into by and between **Portland State University on behalf of its Mark O. Hatfield School of Government National Policy Consensus Center** (“PSU”), and **Tillamook County** (“AGENCY”), individually the “Party”, collectively the “Parties”, hereinafter.

AGENCY INFORMATION:

PSU INFORMATION:

Representative: Ahnie Seaholm  
Title: Lieutenant

Representative: Steven Ostling  
Title: Budget Administrator  
Portland State University  
Hatfield School of Government  
National Policy Consensus Center

Address: 5995 Long Prairie Road  
Tillamook, OR 97141

Address: 506 SW Mill URBN #720  
Portland, Oregon 97201

Telephone: 503-815-3339

Telephone: 503-725-9092

Whereas, AGENCY requires **equity plan** services; and

Whereas, PSU is able to provide such services.

Now therefore, the Parties agree to the following:

**1. Term and Termination**

This Agreement shall become effective upon the date of final signing by all Parties and shall remain in effect until one (1) year or project completion whichever comes first, unless otherwise terminated by either Party. This Agreement may be terminated upon thirty (30) days written notice to the Parties, by either Party. This Agreement may be amended by mutual consent, reduced to writing, and signed by the Parties.

**2. Cost/Consideration**

Payment for services provided under the terms of this Agreement shall not exceed \$21,146.57. AGENCY has previously rendered payment in the amount of \$9,999.00. Personnel and Budget Table are attached.

**3. Invoices**

PSU will submit an invoice for the remaining balance by December 31, 2023, to be paid by AGENCY within 30 days of receipt.

All invoices to the AGENCY shall be sent to the following address:

*Attention: Ahnie Seaholm  
Mailing Address: 5995 Long Prairie Road, Tillamook, OR 97141  
Telephone: 503-815-3339  
Email: aseaholm@co.tillamook.or.us*

**4. Scope of Work / Statement of Work**

The scope of work is described in Exhibit A, attached and incorporated herein.

## **5. Additional Terms and Conditions**

### **A. Indemnification**

To the extent permitted under law, including, without limitation, the Oregon Constitution Article XI, Section 7, and subject to the limitations and conditions of the Oregon Tort Claims Act (ORS 30.260 through 30.300), PSU shall indemnify the AGENCY against any liability for damage to life or property arising from PSU's negligent actions, including the negligent actions of its officers, employees, or agents acting within the course and scope of their employment under this Agreement provided, however, PSU shall not be required to indemnify AGENCY for any such liability arising out of the wrongful or negligent acts of officers, employees or agents of AGENCY.

### **B. Access to Records**

The Parties shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Agreement. The Oregon Department of Higher Education, Oregon Secretary of State, Federal Government, and their duly authorized representatives shall have access to the books, documents, papers, and records of the Parties which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts. Such books and records shall be maintained by the Parties for six years from the date of contract expiration.

### **C. 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.

### **D. Assignment**

PSU shall not assign or transfer its interest nor delegate its obligation in this Agreement without the express written consent of AGENCY. PSU shall not enter into any subcontracts for any of the work scheduled under this Agreement without obtaining prior written approval from AGENCY.

### **E. Availability of Funds Clause; Non-appropriations Clause**

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.

### **F. 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.

### **G. Force Majeure**

Neither Party shall be held responsible for delay or default caused by fire, riot, weather, labor disputes, 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.

### **H. 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 the AGENCY and PSU that arises out of or relates to performance of this Agreement shall occur, in the State of Oregon, in the Multnomah County Circuit Court.

**I. No Third-Party Beneficiaries**

The undersigned Parties are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third person are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

**J. 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.

**K. 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 contract did not contain the term or provision held to be invalid.

**L. Tax Certification**

By signature on this Agreement, the undersigned hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of the Party and that Party is, to the best of the undersigned's knowledge, not in violation of any state or federal tax laws, or any other local taxes.

**M. Waiver**

The failure of PSU to enforce any provision of this Agreement shall not constitute a waiver of that or any other provision.

**N. Ownership of Work Product:**

All work product of PSU that results from this Agreement (the "Work Product") is the exclusive property of PSU. PSU 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 PSU 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.

**O. Merger**

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. 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.

**P. Confidentiality**

Except for as otherwise required to be disclosed pursuant to Oregon Public Records Law (ORS 192), PSU, its employees, agents, and/or contractors shall maintain the records, data, and information it receives under this Agreement in a confidential manner and shall not use, disclose, or allow access to any records, data, or information, including but not limited to personally identifiable information, received under this Agreement in a manner not specifically permitted by this Agreement. PSU agrees to implement and use appropriate safeguards to prevent the use or disclosure of records, data, information, including but not limited to personally identifiable information, in a manner that is not permitted by this Agreement and shall notify the AGENCY in the event of any violations of this

confidentiality section within 48 hours of discovery. PSU shall also notify the AGENCY of any requests for records or information involving or relating to the data and/or work under this Agreement.

**6. NOTICES**

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

To AGENCY:	To PSU:	WITH A COPY TO:
Ahnie Seaholm Lieutenant	Steven Ostling Budget Administrator	Attn: Contracts Officer
Tillamook County Sheriff's Office/Community Corrections	Portland State University: National Policy Consensus Center	Portland State University: Contracting & Procurement Services
5995 Long Prairie Road Tillamook, OR 97141	506 SW Mill URBN #720 Portland, OR 97201	1600 SW 4 <sup>th</sup> Avenue, Suite 260 Portland, OR 97201
503-815-3339	503-725-9092	503-725-3441
aseaholm@co.tillamook.or.us		contract@pdx.edu

**7. 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.

**TILLAMOOK COUNTY:**

**PORTLAND STATE UNIVERSITY:**

<hr/> <p><i>Signature</i> Name: Title:</p>	<p style="text-align: right;"><i>Paul L. Thomas</i>      December 11, 2023</p> <hr/> <p><i>Signature</i> Name: Paul L. Thomas Title: Sr. Contracts Officer</p>
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## **Scope of Work for Tillamook County LPSCC Oregon Solutions Phase 1 Assessment**

To: Ahnie Seaholm, Tillamook County  
From: Manuel Padilla, Project Manager, Oregon Solutions, National Policy Consensus Center  
Re: Proposed Scope of Work for Tillamook County LPSCC Phase 1 Assessment  
Date: November 1st, 2023

The following outline is NPCC's proposed scope of work (SOW) and budget for assessing needs in addressing equity and cultural responsiveness within the LPSCC and its work. This SOW includes background, scope of work assessment activities and timeline, outcomes, and budget.

### **Background:**

The Tillamook County Local Public Safety Coordinating Council (LPSCC) has approached The National Policy Consensus Center (NPCC), a nationally recognized leader in collaborative process, regarding the preparation of their Equity Plan.

**As specialists in collaborative processes, our role in phase one is to conduct an assessment, consisting of interviews with current LPSCC members and key partners, that could serve as a foundation for shared action in crafting and implementing an equity plan. NPCC would create an assessment report that would summarize what interviewees identify as key priorities** for an equity plan, issues that would be addressed in implementing an equity plan, ideas for public engagement, current efforts and resources within LPSCC entities, existing and needed data, and recommendations for next steps. NPCC staff would also provide a scan of best practices that would be included in the final assessment report.

**NPCC would work with LPSCC members and leadership to review this report and identify next steps** and potential resources that would be available to create and implement an equity plan, which may involve some on-going work facilitated by NPCC outside of this phase 1 scope.

### **Scope of Work: Assessment Activities**

The following details the tasks associated with completing Phase 1 assessment activities.

- **Develop interview protocols.** These protocols would outline assessment questions, what and how to communicate with LPSCC members about the assessment, who to interview, contact information for interviewees, and management of information. NPCC staff would work with the identified LPSCC leader(s) to finalize protocols and initiate communication about the assessment. (December 2023)



- **Interview LPSCC chair and members** using questions developed. (December/January 2023-2024)
- **Interview other key community members, community-based organization members and public officials** regarding the Tillamook County criminal justice/public safety system and equity/cultural responsiveness issues. (December/January 2023-2024)
- **Conduct research scan about best practices** that may be utilized by LPSCC in addressing issues of equity and cultural responsiveness. (January 2024)
- **Synthesize and compile a report** the information gained through interviews and research scan. (February 2024)
- **Facilitate a meeting with LPSCC chair and members** to review the report and identify potential next steps. (February/March 2024)

### **Outcomes**

- A final report summarizing perspectives on the key priorities, issues, opportunities for shared activities, resources, data needs, and opportunities for community engagement (based on the assessment) for discussion with the Tillamook County LPSCC.
- Recommendations for next steps in the equity planning process.
- Facilitation of next steps discussion with the full LPSCC.
- These outcomes will be completed no later than March 2024.

### **Budget for Phase 1 Assessment:**

The final budget will not exceed \$21,146.57. The budget will be dependent on available funding from the contractee as well as finalized interviewee list. The sponsor will only be invoiced for services provided and will be invoiced in 1 or 2 phases.

**All invoicing will be completed before December 31<sup>st</sup> 2023**

Tillamook County LPSCC Phase 1 Assessment Budget

TASK HOUR ALLOCATION & BUDGET ESTIMATE

BUDGET SUMMARY	
LABOR COSTS	\$ 20,955.00
NON LABOR COSTS	\$ 191.57
<b>TOTAL BUDGET ESTIMATE</b>	<b>\$ 21,146.57</b>

LABOR COST SUMMARY	Hours	Rate*	Total Labor
Program Director	0	\$ 179.00	\$ -
Project Lead	58.5	\$ 155.00	\$ 9,067.50
Project Associate	28.5	\$ 125.00	\$ 3,562.50
Project Co-Lead	45	\$ 185.00	\$ 8,325.00
Associate Facilitator	0		\$ -
<b>Total Labor Costs</b>			<b>\$ 20,955.00</b>

TASK-HOUR ALLOCATION CHART					
Task	Program Director	Project Lead	Project Associate	Project Co-Lead	Associate Facilitator
<b>1 Project Administration and Interview Protocol</b>					
Develop assessment protocols with LPSCC PMT		8	2	5	
Project Administration		4	2		
<b>Total Hours</b>	<b>0</b>	<b>12</b>	<b>4</b>	<b>5</b>	<b>0</b>
<b>2 Interview LPSCC and Key Community Members</b>					
Schedule/conduct 1 hour interviews with approx. 15 LPSCC members		15	10	12	
Schedule/conduct 1 hour interviews with approx. 10 community members		10	4	10	
Review best practices and examples		4	2	2	
<b>Total Hours</b>	<b>0</b>	<b>29</b>	<b>16</b>	<b>24</b>	<b>0</b>
<b>3 Create Report &amp; Facilitate Discussion with LPSCC + PMT Meetings</b>					
Synthesize findings and compile recommendations + report		10	5	10	
Review final report with LPSCC		6	2	6	
<b>Total Hours</b>	<b>0</b>	<b>16</b>	<b>7</b>	<b>16</b>	<b>0</b>
<b>4 Travel Time (actual hours needed for travel)</b>					
In-person assessment report presentation to LPSCC		3	3		
<b>Total Travel Hours (travel billed at half rate)</b>	<b>0</b>	<b>3</b>	<b>3</b>	<b>0</b>	<b>0</b>

Non Labor Costs			
NON LABOR COSTS	Units	Cost/Unit	Subtotal
Meeting Expenses/Hosting (xx per meeting)		\$ -	\$ -
Lodging (# nights @ \$140/night + 10% tax)		\$ 154.00	\$ -
Per diem First / Last (# travelers x # days)		\$ 48.00	\$ -
Middle (# travelers x # days)		\$ 64.00	\$ -
One-day trip (dinner (# of travelers) or breakfast (0.5 x # of travelers) only, no lunch)	2	\$ 32.00	\$ 64.00
Mileage	144	\$ 0.655	\$ 94.32
Parking / Other Travel		\$ 10.00	\$ -
Postage and Delivery		\$ 1.00	\$ -
Copying/Printing (# pages per meeting)		\$ 0.05	\$ -
Conference Calls		\$ 10.00	\$ -
Other expenses (specify)		\$ -	\$ -
<b>SUBTOTAL OF NON LABOR COSTS</b>			<b>\$ 158.32</b>
PSU Administrative Overhead on Non Labor Costs		21%	\$ 33.25
<b>TOTAL NON-LABOR COSTS &amp; PSU OVERHEAD</b>			<b>\$ 191.57</b>

<b>TOTAL PROJECT COSTS</b>	<b>\$ 21,146.57</b>
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\*Labor rates include PSU Administrative Overhead  
 Note: Task hour allocations and budgeted amounts are estimates only - actual allocation of hours among tasks and actual costs may vary from estimate.