

CLACKAMAS COUNTY BOARD OF COUNTY COMMISSIONERS

Study Session Worksheet

Presentation Date: 2/26/13 **Approx Start Time:** 2:30 PM **Approx Length:** 30 minutes

Presentation Title: Intergovernmental agreement with Portland State University for Strategic Development Services

Department: Emergency Management

Presenters: Nancy Bush, Emergency Management Director

Other Invitees:

WHAT ACTION ARE YOU REQUESTING FROM THE BOARD?

Approve the Intergovernmental Agreement with Portland State University (PSU) so that it may be placed on Consent Agenda for signature at the March 7, 2013 Business Meeting.

EXECUTIVE SUMMARY:

The Emergency Management Department is seeking specialized and data-driven strategic development services to assist the department with updates to its mission and vision statement, collection of internal and external stakeholder feedback regarding strategic focus, strategic goal setting, strategic planning and implementation strategies for the period of 2013 to 2017.

PSU's Center for Public Service has a working relationship with Clackamas County and has provided a proposal for the strategic development services being sought by the Emergency Management Department. The proposal contains a scope of work that addresses all areas of interest as expressed by the Emergency Management Department and provides a six phase project outline that would accomplish all goals and deliverables in four months, with a project end date of June 30, 2013.

The Emergency Management Department requests approval of an Intergovernmental Agreement with PSU so that it can proceed with strategic development services as described above. County Counsel has approved the Intergovernmental Agreement as to form.

FINANCIAL IMPLICATIONS (current year and ongoing):

The strategic development services as outlined in PSU's proposal will cost \$25,200. The project will utilize one PSU faculty member, one staff person and one master's level graduate student to complete all work. The quote is designed to place the most hours worked on the master's level graduate student, resulting in significant cost savings.

LEGAL/POLICY REQUIREMENTS:

County emergency management programs are required by Oregon Revised Statutes 401. Internal and external stakeholder feedback received through the strategic development process will provide the department with data on how to best serve the needs of the residents of Clackamas County and jurisdictions that look to the County for leadership in emergency management. Up to 40 external public safety stakeholders will be interviewed as part of the project.

PUBLIC/GOVERNMENTAL PARTICIPATION:

The strategic development services being sought with this Intergovernmental Agreement will involve the participation of internal County employees, as well as approximately 40 key external public safety stakeholders who will be interviewed by the PSU team in order to assess their future expectations of the Emergency Management Department and interests in the strategy.

OPTIONS:

- 1) Approve the Intergovernmental Agreement between Clackamas County and PSU so that it can be placed on the Consent Agenda for approval at the March 7, 2013 Business Meeting.

Approving this agreement will allow the Emergency Management Department to move forward with its strategy development efforts, resulting in a finalized strategic plan by the end of the current fiscal year. Up to 40 external public safety stakeholders will have an opportunity to provide feedback that will be incorporated into the plan.

- 2) Not approve the Intergovernmental Agreement between Clackamas County and PSU and direct staff to research alternative ways to accomplish strategic development work.

Not approving the agreement will delay the Emergency Management Department's progress in developing a strategic plan. Staff will have to research alternative solutions to achieve the departmental goal of strategy development.

RECOMMENDATION:

Staff recommends Board approval of the Intergovernmental Agreement between Clackamas County and PSU for strategic development services.

Approving the agreement will allow the Emergency Management Department to immediately begin the strategy development process and have a finalized strategy by the end of the fiscal year. Having a strategy with buy-in and support from internal and external stakeholders will provide Emergency Management leaders with a clear mission and vision that will direct future work plan elements.

ATTACHMENTS:

- 1) Agreement by and between Portland State University and Clackamas County for Strategy Development Services for the Clackamas County Emergency Management Department

SUBMITTED BY:

Division Director/Head Approval _____
Department Director/Head Approval *Janey Boush*
County Administrator Approval _____

For information on this issue or copies of attachments, please contact Sarah Stegmuller Eckman @ 503-650-3381

Fiscal Impact Form

RESOURCES:

Is this item in your current work plan and budget?

- YES
 NO

START-UP EXPENSES AND STAFFING (if applicable):

The cost for the strategic development project including all deliverables is \$25,200. This amount will be paid for out of the Emergency Management Department budget. PSU will provide one faculty member, one staff person and one master's level graduate student to complete the services as outlined in the provided proposal. Nancy Bush, the Emergency Management Director, will provide high level oversight to the project team. Five Emergency Management staff members will be queried for information pertinent to the development of the project.

ONGOING OPERATING EXPENSES/SAVINGS AND STAFFING (if applicable):

The entire cost for this project will be incurred this fiscal year. The deliverables and outcomes of the project will provide value and strategic guidance to the Emergency Management Department for the period 2013 to 2017. A strategy review and update will be completed as the department nears the end of the 2017 period.

ANTICIPATED RESULTS:

Each phase of the proposed strategy development project will provide a deliverable that will contribute to long-term outcomes beneficial to the Emergency Management Department and local stakeholders. Project deliverables are:

- A detailed work plan for completing the Emergency Management Department Strategy
- Draft revisions of the Emergency Management Department's mission and vision
- A completed stakeholder analysis
- A list of proposed strategy goals, milestones, risks, mitigation tactics and the implementation/monitoring plan
- Draft Strategy and Final Strategy
- Presentation of the Emergency Management Strategy by PSU

COSTS & BENEFITS:

Costs:							
	Item	Hours	Start-up Capital	Other Start-up	Annual Operations	Annual Capital	TOTAL
	Strategy Development services						\$25,200
	Total Start-up Costs						\$25,200
	Ongoing Annual Costs						
Benefits/Savings:							
	Item	Hours	Start-up Capital	Other Start-up	Annual Operations	Annual Capital	TOTAL
	Total Start-up Benefit/Savings						
	Ongoing Annual Benefit/Savings						

Received

PSU Contract # 21644

FEB 05 2013

Portland State Univ
Purchasing Dept

**Agreement by and between Portland State University
And
Clackamas County**

This Inter-governmental Agreement (this "Agreement") is by and between the **State Board of Higher Education, acting by and through Portland State University on behalf of its Mark O. Hatfield School of Government Center for Public Service ("PSU") and Clackamas County ("County")**, individually the "Party", collectively the "Parties", hereinafter.

COUNTY INFORMATION:

Representative: Nancy Bush
Title: Director
Clackamas County
Emergency Management

Address: 2200 Kaen Road
Oregon City, OR 97045
Telephone: 503-655-8665

PSU INFORMATION:

Representative: Jennifer Schmid
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: 503-725-8261

1. Term and Termination

This Agreement shall become effective on the date of final signing by all parties and shall remain in effect until June 30, 2013 unless otherwise terminated by either party. This Agreement may be terminated with 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

- A. County will pay to PSU an amount not to exceed \$25,200 for services described in section 3. Services will be billed at the following rates:
Faculty rate (Marcus Ingle) \$180/hour
Staff rate (Shannon Grzybowski) \$80/hour
Masters-level graduate student rate (Caroline Zavitkovski) \$32/hour
- B. Services are estimated as follows:
Marcus Ingle (76 h * \$180-faculty rate) \$13,680
Shannon Grzybowski (80 h * \$80-staff rate) \$6,400
Caroline Zavitkovski (160 h * \$32-masters student rate) \$5,120
- C. PSU will submit invoices quarterly, which will be paid within 30 days of receipt. (During the term of this agreement, PSU fiscal quarters close March 31, 2013 and June 30, 2013.)
- D. Payments, payable to PSU-CPS, shall be sent to the following address:

Center for Public Service
Portland State University
PO Box 751 (PA - ELI)
Portland, OR 97207 - 0751
Attn: Office Coordinator
Telephone: 503-725-8261
Facsimile: 503-725-5111
nsavara@pdx.edu

3. Scope of Work

The overall objective of this engagement is to collaborate with the Clackamas County Emergency Management (EM) Department on the development of a specialized and data driven Emergency Management Strategy for the period of 2013 to 2017.

The CPS consultancy will begin in February following the signing of this agreement. All phases of the consultancy are projected to be completed by May 30, 2013. The successful co-production of the EM Strategy will depend upon the availability of internal EM Department staff, external stakeholders and the availability of the CPS team members, so a detailed work plan will be developed in Phase I.

The Center for Public Service strategy development team will carry out their work in a phased manner as follows.

Phase I: Internal EM Assessment

The initial aspect of this phase consists of agreeing on the specifics of the strategy development process and garnering a clear understanding of the roles, responsibilities and duties of the Clackamas County Emergency Management Department. CPS team members will meet with Director Bush and associated internal staff who she deems appropriate to gather relevant documentation for the strategy development process. The CPS team would also be provided with a list of key stakeholders along with scheduling considerations. The interviews during this phase will also focus on collecting information to provide an understanding of the strengths and weaknesses of the department as well as identify potential challenges and opportunities. Concurrently, the CPS team will obtain approvals for a Human Subject waiver from PSU. The deliverable for Phase I will be a detailed work plan for completing the EM Strategy.

Phase II: Mission and Vision

The CPS team will facilitate an internal Clackamas County working group session (members to be selected by Director Bush) to revisit the mission and vision of the EM Department and provide guidance to assist the team in drafting formal statements for the department. The deliverable for Phase II will be draft revisions of the department's mission and vision.

Phase III: External Assessment

Director Bush has identified approximately 40 key stakeholders that she would like to be interviewed by the CPS team in order to assess their interests in the EM Strategy and gain their support and buy-in. During this phase, the CPS team's graduate student will conduct semi-structured telephone interviews with these stakeholders. Quantitative and qualitative data related to three key themes will be collected:

1. External stakeholder expectations of the Clackamas County Emergency Management Department in the future;
2. Proposed strategic and operational directions that these stakeholders would like to see the Department support; and
3. Services that the Department currently offers that key stakeholders would be willing to relinquish.

Other stakeholders (that are not identified as key) will be sent an electronic survey with open-ended questions asking about the aforementioned three themes. A document with a thematic analysis of the data from the interviews and electronic survey will be prepared. This data and subsequent analysis will serve as a basis for obtaining an understanding of the external environmental interests and influences. The deliverable for Phase III will be a completed stakeholder analysis.

Phase IV: Strategic Goal Setting

CPS Staff will work with the Clackamas County Emergency Management Department to identify strategic programmatic goals and milestones that they would like to achieve over the next five years. CPS recommends this be accomplished in a team setting where dialogue is facilitated and agreements are made. These sessions will also identify potential barriers and risks to goal achievement and mitigation tactics related to the risks. Following these meetings, the CPS team will draft an implementation and monitoring plan for the Strategy. The deliverable for Phase IV will be a list of proposed strategy goals, milestones, risks, mitigation tactics and the

implementation/monitoring plan.

Phase V: Draft Strategic Plan

The CPS team staff will draft a comprehensive EM Strategy including the components developed in Phases I to IV. Director Bush will provide CPS with written suggestions on the Strategy draft within two weeks. The CPS team will then provide a Final EM Strategy to the County. Phase V deliverables will include both a Draft Strategy and a Final Strategy.

Phase VI: Implementation

CPS Staff will assist the department in presenting the strategic plan to internal staff as well as other governance bodies (e.g. Board of Commissioners, etc.) identified by the Clackamas County Emergency Management Department. The deliverable for Phase VI will be a draft presentation of the EM Strategy.

4. Additional Terms and Conditions

A. Indemnification

PSU shall be responsible for all damage to property, injury to persons, and 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 PSU, its subcontractors, or employees. PSU shall save, indemnify, and hold harmless Clackamas County and their officers, agents, employees, and members from all claims, suits, and actions of any nature resulting from or arising out of the activities or omissions of PSU or its subcontractors, officers, agents, or employees acting under this contract. To the extent permitted by Oregon Law (ORS 30.260 through 30.300) and the Oregon Constitution, Article XI, Section 7, PSU shall indemnify Clackamas County 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 Clackamas County for any such liability arising out of the wrongful or negligent acts of employees or agents of Clackamas County.

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 unless a shorter period is authorized in writing.

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 Clackamas County. PSU shall not enter into any subcontracts for any of the work scheduled under this contract without obtaining prior written approval from Clackamas County.

E. Availability of Funds Clause; Non-appropriations Clause

Clackamas County certifies that sufficient funds are available to finance the County's obligations to PSU 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 Clackamas County 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 PSU and Clackamas County 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.

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 contract 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 particular term or provision held to be invalid.

L. Tax Certification

By signature on this Contract, the undersigned hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of each party and that each 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 either party to enforce any provision of this contract 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 Contract (the Work Product) is the exclusive property of Clackamas County. PSU and Clackamas County intend that such Work Product be deemed "work made for hire" of which institution shall be deemed the author. If for any reason the work product is not deemed "work made for hire." PSU hereby irrevocably assigns to Clackamas County 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.

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. Clackamas County 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.

5. NOTICES

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

To County: Clackamas County Emergency Management
2200 Kaen Road
Oregon City, OR 97045
Attention: Nancy Bush
Telephone: 503-655-8665
Facsimile: 503-655-8531
Email: nbush@co.clackamas.or.us

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

WITH A COPY TO:

Portland State University
Office of Purchasing & Contracting
PO Box 751, MC: PUR
Attn: Contracts Officer
Portland, OR 97207-0751
Telephone: (503) 725-3441
Facsimile: (503) 725-5594

6. Signatures

County 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. COUNTY 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

**THE STATE BOARD OF HIGHER
EDUCATION ACTING BY AND THROUGH
PORTLAND
STATE UNIVERSITY:**

 2/5/13

Center for Public Service Date
Phil Keisling, Director

 2-6-13

Contracts Officer Date