

October 31, 2024

BCC Agenda Date/Item: _____

Board of County Commissioners
 Clackamas County

Approval of an Intergovernmental Agreement with Portland State University for organizational development services in change management. Total Agreement Value is \$10,000 for 9 months. Funding is through department interest income from federal, state and local funding awards. No County General Funds are involved.

Previous Board Action/Review	Briefed at issues 10/29/20274		
Performance Clackamas	1. To continually improve the efficiency and effectiveness of services		
Counsel Review	Yes	Procurement Review	No
Contact Person	Qudsia Sediq	Contact Phone	971-442-2812

EXECUTIVE SUMMARY: Health, Housing & Human Services is requesting approval of an intergovernmental agreement with Portland State University for organizational development services in change management. With a workforce of over 850 dedicated staff members, Health Housing and Human Services is one of the largest departments in Clackamas County. Effective management of organizational change is critical to the department’s continuous quality improvement and its ability to respond to the changing needs of the community.

Under this IGA, Portland State University’s Center for Public Service will host a series of workshops with an H3S change management leadership team. The workshops will focus on change management theories and best practices. The outcome will be the collaborative develop of a change management toolkit with templates and guides to be utilized by the department in consistently and successfully navigating continuous quality improvement and organizational change.

RECOMMENDATION: The staff respectfully requests that the Board of County Commissioners approve this Agreement (11848) and authorize Chair Smith or her designee to sign on behalf of Clackamas County.

Respectfully submitted,

Rodney A. Cook

Rodney A. Cook
 Director of Health, Housing and Human Services

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**INTERGOVERNMENTAL AGREEMENT
BETWEEN CLACKAMAS COUNTY
AND PORTLAND STATE UNIVERSITY
CONTRACT # 11848**

THIS AGREEMENT (this “Agreement”) is entered into and between Clackamas County (“County”), a political subdivision of the State of Oregon, and Portland State University, Center for Public Service (“Agency”), an Oregon municipal corporation, collectively referred to as the “Parties” and each a “Party.”

RECITALS

Oregon Revised Statutes Chapter 190.010 confers authority upon local governments to enter into agreements for the performance of any and all functions and activities that a party to the Agreement, its officers or agencies have authority to perform.

In consideration of the mutual promises set forth below and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

TERMS

1. **Term.** This Agreement shall be effective upon execution and shall expire upon the completion of each and every obligation of the Parties set forth herein or **June 30, 2025**, whichever is sooner.
2. **Scope of Work.** The Agency agrees to provide the services further identified in the Scope of Work attached hereto as Exhibit A and incorporated herein (“Work”). The Work includes performance of Workshops 1-3 and Task 1, as described in Exhibit A as well as optional or as-needed additional change management services.
3. **Consideration.** The County agrees to pay Agency, from available and authorized funds, a sum not to exceed Five thousand three hundred and four dollars (\$5,304) for accomplishing the Work required by this Agreement. Consideration is on a fixed-fee basis, as further described in Exhibit A.

County may, in its sole discretion, request additional change management Work from Agency. Consideration for any additional change management Work is on a time and material basis in accordance with the hourly rate set forth in Exhibit A. The maximum, not to exceed amount County may pay for additional change management Work is four thousand six hundred and ninety six dollars (\$4,696). Because the additional change management Work is optional, and the exact amount of such additional Work is unknown, nothing herein shall be construed as a promise by County to pay Agency the full \$4,696 authorized herein.

The maximum amount County may pay Agency under this Agreement, including all optional Work, shall not exceed the sum of \$10,000.

4. **Payment.** Unless otherwise specified, the Agency shall submit quarterly invoices for Work performed and shall include the total amount billed to date by the Agency prior to the current invoice. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. Payments shall be made to Agency following the County’s review and approval of invoices submitted by Agency. Agency shall not submit invoices for, and the County will not pay, any amount in excess of the maximum

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compensation amount set forth above. In the event that any party terminates this Agreement prior to the specified termination date, the Agency shall be entitled to submit invoices solely for the services rendered up to the date of termination.

5. Representations and Warranties.

- A. *Agency Representations and Warranties:* Agency represents and warrants to County that Agency has the power and authority to enter into and perform this Agreement, and this Agreement, when executed and delivered, shall be a valid and binding obligation of Agency enforceable in accordance with its terms.
- B. *County Representations and Warranties:* County represents and warrants to Agency that County has the power and authority to enter into and perform this Agreement, and this Agreement, when executed and delivered, shall be a valid and binding obligation of County enforceable in accordance with its terms.
- C. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

6. Termination.

- A. Either the County or the Agency may terminate this Agreement at any time upon thirty (30) days written notice to the other party.
- B. Either the County or the Agency may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination however, the Party seeking the termination shall give the other Party written notice of the breach and of the Party's intent to terminate. If the breaching Party has not entirely cured the breach within fifteen (15) days of deemed or actual receipt of the notice, then the Party giving notice may terminate the Agreement at any time thereafter by giving written notice of termination stating the effective date of the termination. If the default is of such a nature that it cannot be completely remedied within such fifteen (15) day period, this provision shall be complied with if the breaching Party begins correction of the default within the fifteen (15) day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable. The Party giving notice shall not be required to give more than one (1) notice for a similar default in any twelve (12) month period.
- C. The County or the Agency shall not be deemed to have waived any breach of this Agreement by the other Party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach is of the same nature as that waived.
- D. The County may terminate this Agreement in the event the County fails to receive expenditure authority sufficient to allow the County, in the exercise of its reasonable administrative discretion, to continue to perform under this Agreement, or if federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the Project under this Agreement is prohibited or the County is prohibited from paying for such Work from the planned funding source.
- E. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

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7. **Indemnification.**

- A. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the County agrees to indemnify, save harmless and defend the Agency, its officers, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of the County or its officers, employees, or agents.

Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the Agency agrees to indemnify, save harmless and defend the County, its officers, agents, and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of the Agency or its officers, employees, or agents.

8. **Insurance.** The Parties agree to maintain levels of insurance, or self-insurance, sufficient to satisfy their obligations under this Agreement and all requirements under applicable law.
9. **Notices; Contacts.** Any notice provided under this Agreement shall be delivered by email or by first class US mail to the individuals identified below. Any communication or notice mailed by first class US mail shall be deemed to be given three days after the date it is sent. Any communication or notice sent by electronic mail is deemed to be received on the date sent, unless the sender receives an automated message or other indication that the email has not been delivered. Either Party may change the Party contact information, or the invoice or payment addresses, by giving prior written notice to the other Party.

Rodney A. Cook or their designee will act as liaison for the County.

Contact Information:

Qudsia Sediq,
Health, Housing & Human Services Department
Clackamas County
qsediq@Clackamas.us (971)442-2812

Copy to:
County Counsel
2051 Kaen Road, 4th Floor
Oregon City, OR 97045

Catherine LaTourette Associate Professor of Practice-Center for Public Service or their designee will act as liaison for the Agency.

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Contact Information:

Erica Fulton
fultoner@pdx.edu
Center for Public Service
Mark O. Hatfield School of Government
College of Urban and Public Affairs
Portland State University
PO Box 751 (Mailcode: CPS)
Portland OR 97207-0751

Copy to:
Contracts Officer
Portland State University
PO Box 751 (Mailcode:FAST-CAPS)
Portland OR 97207-0751

10. General Provisions.

- A. **Oregon Law and Forum.** This Agreement, and all rights, obligations, and disputes arising out of it will be governed by and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without giving effect to the conflict of law provisions thereof. Any claim between County and Agency that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Clackamas County for the State of Oregon; provided, however, if a claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the either Party of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. Agency, by execution of this Agreement, hereby consents to the in personam jurisdiction of the courts referenced in this section.
- B. **Compliance with Applicable Law.** Both Parties shall comply with all applicable local, state and federal ordinances, statutes, laws and regulations. All provisions of law required to be a part of this Agreement, whether listed or otherwise, are hereby integrated and adopted herein. Failure to comply with such obligations is a material breach of this Agreement.
- C. **Non-Exclusive Rights and Remedies.** Except as otherwise expressly provided herein, the rights and remedies expressly afforded under the provisions of this Agreement shall not be deemed exclusive, and shall be in addition to and cumulative with any and all rights and remedies otherwise available at law or in equity. The exercise by either Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach, or for any other default or breach, by the other Party.

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- D. **Access to Records.** Agency shall retain, maintain, and keep accessible all records relevant to this Agreement (“Records”) for a minimum of six (6) years, following Agreement termination or full performance or any longer period as may be required by applicable law, or until the conclusion of an audit, controversy or litigation arising out of or related to this Agreement, whichever is later. Agency shall maintain all financial records in accordance with generally accepted accounting principles. All other Records shall be maintained to the extent necessary to clearly reflect actions taken. During this record retention period, Agency shall permit the County’s authorized representatives’ access to the Records at reasonable times and places for purposes of examining and copying.
- E. **Work Product.** All Work product of Agency that results from this Agreement (the “Work Product”) is the exclusive property of Agency. Agency and County do not intend such Work Product be deemed a “work made for hire” where County would be deemed the author. If for any reason the work product is deemed a “work made for hire”, County hereby irrevocable assigns to Agency 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 of federal intellectual property law or doctrine. The Agency shall own any and all data, documents, plans, copyrights, specifications, working papers and any other materials produced in connection with this Agreement. Notwithstanding the foregoing language, County in all circumstances retains the right to use, circulate, and reproduce the Work Product for its own use and on completion or termination of the Agreement, the Agency shall promptly deliver a copy of these materials to the County.
- F. **Reserved.**
- G. **Debt Limitation.** This Agreement is expressly subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act, and is contingent upon appropriation of funds. Any provisions herein that conflict with the above referenced laws are deemed inoperative to that extent.
- H. **Severability.** If any provision of this Agreement is found to be unconstitutional, illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The Court or other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe this Agreement without such provision to give effect to the maximum extent possible the intentions of the Parties.
- I. **Integration, Amendment and Waiver.** Except as otherwise set forth herein, this Agreement constitutes the entire Agreement between the Parties on the matter of the Project. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by such Party of that or any other provision.

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- J. **Interpretation.** The titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.
- K. **Independent Contractor.** Each of the Parties hereto shall be deemed an independent contractor for purposes of this Agreement. No representative, agent, employee or contractor of one Party shall be deemed to be a representative, agent, employee or contractor of the other Party for any purpose, except to the extent specifically provided herein. Nothing herein is intended, nor shall it be construed, to create between the Parties any relationship of principal and agent, partnership, joint venture or any similar relationship, and each Party hereby specifically disclaims any such relationship.
- L. **No Third-Party Beneficiary.** Agency and County 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 persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
- M. **Subcontract and Assignment.** Agency shall not enter into any subcontracts for any of the work required by this Agreement, or assign or transfer any of its interest in this Agreement by operation of law or otherwise, without obtaining prior written approval from the County, which shall be granted or denied in the County's sole discretion. County's consent to any subcontract shall not relieve Agency of any of its duties or obligations under this Agreement.
- N. **Counterparts.** This Agreement may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- O. **Survival.** All provisions in Sections 5, 7, and 10 (A), (C), (D), (G), (H), (I), (J), (L), (Q), and (U) shall survive the termination of this Agreement, together with all other rights and obligations herein which by their context are intended to survive.
- P. **Necessary Acts.** Each Party shall execute and deliver to the others all such further instruments and documents as may be reasonably necessary to carry out this Agreement.
- Q. **Time is of the Essence.** Agency agrees that time is of the essence in the performance this Agreement.
- R. **Successors in Interest.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- S. **Force Majeure.** Neither Agency nor County shall be held responsible for delay or default caused by events outside of the Agency or County's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Agency shall make all reasonable efforts to remove or eliminate such a cause of

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delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.

T. **Reserved.**

U. **No Attorney Fees.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Agreement, each party shall be responsible for its own attorneys' fees and expenses.

[Signature Pages to Follow]

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IN WITNESS HEREOF, the Parties have executed this Agreement by the date set forth opposite their names below.

Clackamas County

Portland State University

Chair, Board of County Commissioners

DocuSigned by:
Sara Saltzberg
C61C3266CBAB44B

By: Center for Public Service Director
10/17/2024

Date

Date

Approved as to Form:

[Signature] 10/21/2024

County Counsel Date:

Paul L. Thomas October 18, 2024

By: PSU Contract Officer Date:
Paul L. Thomas, Asst. Director, CAPS

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Exhibit A
SCOPE OF WORK

Clackamas County Health Housing and Human Services (H3S)

Change Management Project 2024

Prepared by:

Catherine (Cathy) S. LaTourette, MPA, SPHR

Center for Public Service
Mark O. Hatfield School of Government
College of Urban and Public Affairs
Portland State University

P.O Box 751
Portland, OR 97207-0751



Center for
Public Service

PROPOSED VISION

- H3S desires their colleagues to better understand and grow in comfort with the practical, and emotional aspects of change within their units, departments and the county.
- H3S desires their organization to consistently and successfully communicate changes before and as they occur.
- Those communicating change will feel supported by a plan and templates, and would have the tools to provide clear and consistent messaging
- Recipients of change will know what to expect and where to go for information as changes occur.

PROPOSED GOALS AND DELIVERABLES

- CPS Faculty to design and deliver a series of three workshops for the H3S Implementation Team of 12 members with the goals to include:
 - To introduce the Implementation Team to strengths-based leadership involving their awareness and application of individual and team strengths to maximize the effectiveness and success of their team's work.
 - To learn about change management and why it's essential for organizational success
 - Explore, discuss and give examples of change management theories, models, and practices
 - Collaboratively develop a change management plan for the department
 - Collaboratively develop a toolkit that will be recommended by the Implementation Team for department-wide distribution
- Consultant and Implementation Team to design and create the materials for the change management plan that will focus on communication up and down the department
- Consultant and Implementation Team to design and create the toolkit with templates and guides influenced by targeted workshop activities and discussions. This will be a work in progress whereby each workshop will contribute to the development of the overall plan and tool kit.

Workshop 1: Strengths-Based Team Building and Change Management Education

12 Implementation team members – 3 1/2 hours

- The Power of Strengths-Based Teams and Leadership – Team members will take the Clifton Strengths assessment to learn and reaffirm their individual strengths for personal effectiveness and how to apply their natural talents in the team
- Understanding the Dynamics of Organizational Change Management – The workshop will begin by covering the change model by William and Susan Bridges, which outlines the three phases of the transitions through change. This focuses on the underlying human dynamics and psychology that people feel when faced with change—wanted or unwanted, planned or unplanned.

- Initial Outline for Change Plan and Tool Kit Development – use the session and the Bridges’ model to identify key elements for the departmental change plan and tool kit.

- Workshop 2: Change Management Education Continued

12 Implementation team members – 3 hours

Understanding Other Models of Organizational Change Management – The workshop will cover John Kotter’s Eight Stage Process, and other current models that may include AI (TBD).

Continue Outline for Change Plan and Tool Kit Development – use the session and the Bridges’ model to identify key elements for the departmental change plan and tool kit.

Workshop 3: Implementation Team Facilitated Work Session

Implementation team members; possible invitation to H3S senior leadership 2 ½ hours

- Understanding and Development of the Implementation Team’s Leadership – by exploring the model of Strengths-Based Leadership by Tom Rath and Barry Conchie, this workshop will provide a deeper understanding about what followers need from the people who purport to lead and guide them. This will support the Implementation Team as they embark to lead their respective colleagues to move through ongoing change.

Task 1: Preparation and Delivery of the H3S Change Management Plan and Toolkit

- Consultant to combine, consolidate and edit the initial outlines and notes from the preceding workshops to build the H3S Change Plan and Toolkit content
- This may involve communication with Implementation Team members for clarification and input. This may take place remotely by email, Zoom or phone calls.
- Delivery of the final draft of the H3S Change Plan and Toolkit. Review and editing by the Implementation Team may take place
- Consultant to provide the final documents

PROPOSED SCHEDULE AND WORK PLAN

The proposed schedule will be finalized as the draft scope and contract are confirmed. The CPS Team believes that consistent communication and updates are essential to design the best contract for the project leading to the successful completion of the workshops and final deliverables as expected.

	Nov	Dec	Jan	Feb
Workshop 1: Strengths-Based Team Building and Change Management Education				
Workshop 2: Change Management Education Continued				
Workshop 3: Implementation Team Facilitated Work Session				
Task 1: Preparation and Delivery of the H3S Change Management Plan and Toolkit				

EQUIPMENT OR SERVICE

- H3S will provide and arrange for meeting space for the three workshops. This will include provision for AV equipment, snacks and refreshments, and other general meeting support for the participants.
- H3S will handle the procurement of the Clifton Strengths Assessment and sharing of team’s results with CPS Faculty.
- H3S will provide the copying of materials and/or other handouts for workshop participants as provided digitally by the consultant

COST PROPOSAL SUMMARY & BREAKDOWN

The fixed fee estimate for this project is based on the proposed Scope of Work. The final fee may be adjusted to fit any task additions and/or modifications if requested in contract finalization.

Fee for proposed scope of work: \$5,304 (see table for calculations)

Deliverable	Faculty	Other	Total
Workshop 1	3.5		
Workshop 2	3		
Workshop 3	2.5		
Task 1	4		
Faculty research and preparation	16		
Total hours	29		
Hourly rate	\$ 180.00		

Total Cost for Hours Worked	\$ 5,220		\$ 5,220
Travel	\$ 84.00		\$ 84
Total Proposed Fixed Fee Budget			\$ 5,304

Hourly fee for additional services:
 Faculty: \$180

CPS TEAM

Erica Fulton, Operations Manager, Center for Public Service, Mark O. Hatfield School of Government College of Urban and Public Affairs, Portland State University

Catherine (Cathy) LaTourette, Associate Professor of Practice, Center for Public Service, Mark O. Hatfield School of Government, College of Urban and Public Affairs, Portland State University

CPS FACULTY BIO – Catherine (Cathy) LaTourette

Cathy joined the PSU Hatfield School of Government’s Center for Public Service in 2012 as faculty in the Executive Masters Public Administration program and Public Administration department. In addition to her teaching responsibilities, Cathy serves as the Urban and Public Affair Undergraduate Program Director for the College of Urban and Public Affairs, serves the Executive coach for the EMPA students, and consults with public sector and non-profit organizations in areas related to HR management, organizational development, supervisory management and leadership.

She brings over 28 years of Human Resource management experience primarily at the executive level. For 11 years she served as the Associate VP for Human Resources at PSU with approximately 30,000 students and over 5000 employees leading the full scope of HR and payroll functions.

Prior to PSU, Cathy initiated and developed the HR function for Sysco Food Services of Portland, the Oregon division of this Fortune 100 food service distribution company, where she held the VP Human Resources position for 10 years. Earlier in her career Cathy worked for the Muscular Dystrophy, Association coordinating patient services for individuals with neuro-muscular diseases and managed \$2 million in grants distributed through NYC hospitals. Her first position after college was teaching PE and Health in an inner-city school in Brooklyn, NY.

Cathy’s career spans the public, private and non-profit sectors, she holds her MPA from PSU, the Senior Professional Certification in HR Management, and is a certified Gallup Strengths Coach.