



# CLACKAMAS COUNTY SHERIFF

**Sheriff Angela Brandenburg**

Jesse Ashby, Undersheriff  
Michael Copenhaver, Undersheriff  
Jenna Morrison, Undersheriff

July 11, 2023

BCC Agenda Date/Item: \_\_\_\_\_

Board of County Commissioners  
Clackamas County

**Approval of an Intergovernmental Agreement with Portland State University National Policy Consensus Center for Phase II of the Clackamas County Local Public Safety Coordinating Council equity plan. Agreement value is \$30,000 for 1 year. Funding through the Oregon Criminal Justice Commission. No County General Funds are involved.**

<b>Previous Board Action/Review</b>	IGA for Phase I signed by the Board of County Commissioners on January 27, 2022 (20220127 I.B.1)		
<b>Performance Clackamas</b>	Ensure safe, healthy and secure communities		
<b>Counsel Review</b>	Yes	<b>Procurement Review</b>	No
<b>Contact Person</b>	Nancy Artmann	<b>Contact Phone</b>	503-785-5012

**EXECUTIVE SUMMARY:** The role of PSU's NPCC in Phase II is to design and facilitate an iterative and responsive collaborative process, addressing the most essential needs identified as a result of the assessment report and follow-on consultation with members of the LPSCC. This process will seek to produce consensus agreements and commitments, an action plan, and identified resources to meet the collective goals of the Clackamas County LPSCC. NPCC will work with Clackamas County LPSCC, and key partners, to evaluate the results of Phase II. This evaluation can be used to build further phases of work to craft and refine shared understandings, goals, commitments, and actions for implementing equity as it relates to the Clackamas County LPSCC and its unique context.

**RECOMMENDATION:** Staff recommends approval of this Intergovernmental Agreement with PSU.

Respectfully Submitted,

*Jenna Morrison*

Undersheriff Jenna Morrison

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## INTERGOVERNMENTAL AGREEMENT BETWEEN CLACKAMAS COUNTY AND PORTLAND STATE UNIVERSITY

THIS AGREEMENT (this "Agreement") is entered into and between Clackamas County ("County"), a political subdivision of the State of Oregon, and Portland State University ("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.

Clackamas 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. NPCC will help guide and support the LPSCC members and key partners that include: Clackamas County Equity, Diversity and Inclusion Council (EDIC); Clackamas County Leaders for Equity, Diversity and Inclusion Council (LEDIC), and the statewide Equity and Accountability Committee of the Justice Reinvestment Advisory Body, in phase one to create an assessment report that would summarize what interviewees identify as key priorities for an equity plan. NPCC would also provide LPSCC a scan of best practices that would be included in the final assessment report.

In consideration of the mutual promises set forth below and other good and valuable consideration, 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, 2024, 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").
3. **Consideration.** The County agrees to pay Agency, from available and authorized funds, a sum not to exceed **Thirty Thousand Dollars (\$30,000.00)** (the "Funds") for accomplishing the Work required by this Agreement.
4. **Payment.** Unless otherwise specified, the Agency shall submit an initial invoice for 75% of the total Funds amount upon execution of this Agreement. Agency will submit an invoice for the remaining 25% of the Funds by December 31, 2023. Funds may only be used to reimburse Agency for Work performed under this Agreement. Agency shall repay County for any Funds paid in excess of actual expenses incurred for completion of the Work, and for any Funds spent by Agency for ineligible purposes, as determined by County in its reasonable discretion. Agency shall submit monthly invoices detailing Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which Funds were used. County will not pay, any amount in excess of the maximum compensation amount set forth above.

**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. In the event of termination, any unobligated Funds paid to the Agency must be immediately returned to the County.
- 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.

**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, elected officials, 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, elected officials, owners, employees, agents, or its subcontractors or anyone over which the County has a right to control.

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, elected officials, 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, elected officials, owners, employees, agents, or its subcontractors or anyone over which the Agency has a right to control.

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.** Legal notice provided under this Agreement shall be delivered personally, by email or by certified mail to the individuals identified below. Any communication or notice so addressed and mailed shall be deemed to be given upon receipt. Any communication or notice sent by electronic mail to an address indicated herein is deemed to be received 2 hours after the time sent (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered. Any communication or notice by personal delivery shall be deemed to be given when actually delivered. Either Party may change the Party contact information, or the invoice or payment addresses by giving prior written notice thereof to the other Party at its then current notice address.
  - A. Captain Malcolm McDonald or their designee will act as liaison for the County.

**Contact Information:**

[malcolmmcd@clackamas.us](mailto:malcolmmcd@clackamas.us)  
(503) 655-8717

Manuel Padilla or their designee will act as liaison for the Agency.

**Contact Information:**

[manuelpadilla@pdx.edu](mailto:manuelpadilla@pdx.edu)  
(503) 725-9971

With a copy to:  
Portland State University Contracting & Procurement Services  
Attn: Contracts Officer  
PO BOX 751  
MC: CAPS

Portland, OR 97207-0751  
[contract@pdx.edu](mailto:contract@pdx.edu)  
(503) 725-3441

## 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 County 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.
- 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 performed under this Agreement shall be considered work made for hire and shall be the sole and exclusive property of the County. The County shall own any and all data, documents, plans, copyrights, specifications,

working papers and any other materials produced in connection with this Agreement. On completion or termination of the Agreement, Agency shall promptly deliver these materials to the County's project manager.

- F. **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.
- G. **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.
- H. **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.
- I. **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.
- J. **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.
- K. **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.
- L. **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.

- M. **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.
- N. **Survival.** All provisions in Sections 5, 7, and 10 (A), (C), (D), (E), (F), (G), (H), (I), (K), (N), (Q), (S), and (T) shall survive the termination of this Agreement, together with all other rights and obligations herein which by their context are intended to survive.
- O. **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.
- P. **Time is of the Essence.** Agency agrees that time is of the essence in the performance this Agreement.
- Q. **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.
- R. **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 delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.
- S. **Confidentiality.** Agency acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire confidential information. Any and all information of any form obtained by Agency or its employees or agents in the performance of this Agreement shall be deemed confidential information of the County ("Confidential Information"). Agency agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Agency uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purpose unless specifically authorized in writing under this Agreement.
- T. **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.

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

**Clackamas County**

**Portland State University  
(National Policy Consensus Center)**

\_\_\_\_\_  
Chair, Board of County Commissioners

\_\_\_\_\_  
[name/title]

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



## Exhibit A

### SCOPE OF WORK



To: Malcolm McDonald, Clackamas County  
Elizabeth White, Clackamas County  
From: Manuel Padilla, Project Manager, National Policy Consensus Center  
Re: Proposed Scope of Work for Clackamas County LPSCC Equity Planning Phase 2  
Date: April 10th, 2023

The following outlines NPCC's proposed scope of work and budget for a second project phase in Clackamas County's LPSCC equity planning, following an assessment and recommendations previously conducted by NPCC. Included is background, a scope of work for project activities and general timeline, outcomes, and budget projection. Please feel free to contact me directly at [manuelpadilla@pdx.edu](mailto:manuelpadilla@pdx.edu) or on my cell phone at 330-671-7999 if I can answer any further questions regarding this proposal. Thank you in advance for considering NPCC to assist with this vital work.

#### **Background:**

Clackamas County's Local Public Safety Coordinating Council (LPSCC) approached The National Policy Consensus Center (NPCC), a nationally recognized leader in collaborative process, regarding the preparation of their Equity Plan. At the request of the Clackamas County LPSCC, NPCC conducted an assessment consisting of 15 interviews of individuals representing agencies and organizations both inside and outside of the LPSCC. Following this assessment, NPCC issued a report on their findings and made recommendations on next steps. This report was presented at a regular meeting of the Clackamas County LPSCC on August 29<sup>th</sup>, 2022.

**NPCC's role in phase two is to design and facilitate an iterative and responsive collaborative process, addressing the most essential needs identified as a result of the assessment report and follow-on consultation with members of the LPSCC.** This process will seek to produce consensus agreements and commitments, an action plan, and identified resources to meet the collective goals of the LPSCC in this phase.

**NPCC will work with Clackamas County LPSCC, and key partners, to evaluate the results of phase two.** This evaluation can be used to build further phases of work to craft and refine shared understandings, goals, commitments, and actions for implementing equity as it relates to the Clackamas County LPSCC and its unique context.

## **Scope of Work: Project Activities**

The following details the tasks associated with completing phase 2 project activities.

**1. Plan and design a collaborative process to address “first step” items identified for Clackamas County’s LPSCC equity planning.** Planning and design will draw on the assessment report, and the engagement of LPSCC members and key partners, taking into consideration new information and project team input as it arises. It will create group operating protocol and expectations, clarify the collaborative framework and process, establish a timeline and indicators for success, identify resource needs and project member roles, and build in mid-point and final evaluations. NPCC will work with Clackamas County LPSCC point people Malcolm McDonald and Elizabeth White on logistical needs and process adjustments as needed.

*Timeline: May 2023*

**2. Facilitate (in-person and virtual) Clackamas County LPSCC and LPSCC Sub-committee project team meetings.** NPCC will design and facilitate sessions that reflect the equity planning goals of Clackamas County’s LPSCC, arising from NPCC’s previous assessment and recommendations, as well as consultation with the LPSCC equity sub-committee and LPSCC point people. Goals currently include:

- Reviewing key points of the Oregon Solutions assessment findings with the LPSCC
- Joint learning and review of
  - a. the LPSCC purpose and history
  - b. how other LPSCC’s operate
  - c. where the LPSCC’s equity understandings and needs intersects with other county departments, related state agencies, and partner organizations
  - d. what had been accomplished already and what is upcoming from county, state, and partner organizations
- Expanding the structure of the LPSCC and creating new data sharing policies and practices to address equity needs
- Procuring necessary resources
- Joint learning of collaborative governance

*Timeline: May-December 2023*

**3. Create meeting summaries from each team and sub-committee meeting and a final set of agreements and commitments for implementation.** NPCC will create a concise summary from each meeting that highlights important content and action items. We will also draft a final Declaration of Cooperation (DoC) that outlines background, common frames of understanding, group recommendations and agreements, commitments, an implementation work plan, budget, and others as needed.

*Timeline: Meeting summaries (May-December 2023)*

*Declaration of Cooperation (December 2023-February 2024)*

## **Deliverables**

1. Project process design (1)
2. Facilitated project meetings (4)
3. Facilitated sub-committee meetings (5)
4. LPSCC co-chair and coordinator meetings (4)
5. Declaration of Cooperation/Work plan (1)
6. Evaluations mid and final (2)

## **Budget for Phase 2 Assessment and Scan:**

The final estimated budget total for this project is \$48,835.99  
(see budget)

The cost to Clackamas County will be \$30,000.

Oregon Solutions will cover the difference with the use of their legislative funding

Clackamas County LPSCC Budget  
TASK HOUR ALLOCATION & BUDGET ESTIMATE

BUDGET SUMMARY	
LABOR COSTS	\$ 46,280.50
NON LABOR COSTS	\$ 2,575.49
<b>TOTAL BUDGET ESTIMATE</b>	<b>\$ 48,835.99</b>

LABOR COST SUMMARY	Hours	Rate*	Total Labor
Program Director	4.5	\$ 179.00	\$ 805.50
Project Lead	173.5	\$ 155.00	\$ 26,892.50
Project Associate	55.5	\$ 125.00	\$ 6,937.50
Project Co-Lead	77.5	\$150	\$ 11,625.00
0	0		\$ -
<b>Total Labor Costs</b>			<b>\$ 46,280.50</b>

TASK-HOUR ALLOCATION CHART					
Task	Program Director	Project Lead	Project Associate	Project Co-Lead	
<b>1 Project Design</b>					
Plan and design project (initial work and meetings)	1	15	8	8	
<b>Total Hours</b>	<b>1</b>	<b>15</b>	<b>8</b>	<b>8</b>	<b>0</b>
<b>2 Project Management/Facilitation</b>					
Plan and schedule project team meetings (4)	2	12	4	8	
Facilitate project team meetings (2 full day meeting and 2 half day meetings)		26	26	26	
Plan and schedule sub-committee meetings--equity, data, and/or LPSCC structure		15	5	8	
Facilitate project sub-committee meetings (5 one and half hour meetings)		10	10	10	
Plan and facilitate co-chair and coordinator meetings (4 one hour meetings)		8		8	
Evaluations design and implementation (2)		15		5	
<b>Total Hours</b>	<b>2</b>	<b>86</b>	<b>45</b>	<b>63</b>	<b>0</b>
<b>3 Declaration of Cooperation</b>					
Work with LPSCC members and partners to establish commitments		25			
Compile information and write Declaration of Cooperation	1.5	40		4	
DoC signing		2.5	2.5	2.5	
<b>Total Hours</b>	<b>1.5</b>	<b>67.5</b>	<b>2.5</b>	<b>6.5</b>	<b>0</b>
<b>4 Travel Time (actual hours needed for travel)</b>					
Full in-person project team meeting travel		10			
<b>Total Travel Hours (travel billed at half rate)</b>	<b>0</b>	<b>10</b>	<b>0</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)	5	\$ 32.00	\$ 160.00
Mileage	200	\$ 0.655	\$ 131.00
Parking / Other Travel		\$ 10.00	\$ -
Postage and Delivery		\$ 1.00	\$ -
Copying/Printing (# pages per meeting)	750	\$ 0.05	\$ 37.50
Conference Calls		\$ 10.00	\$ -
Project Team Meeting and DoC Food	6	\$ 300.00	\$ 1,800.00
<b>SUBTOTAL OF NON LABOR COSTS</b>			<b>\$ 2,128.50</b>
PSU Administrative Overhead on Non Labor Costs		21%	\$ 446.99
<b>TOTAL NON-LABOR COSTS &amp; PSU OVERHEAD</b>			<b>\$ 2,575.49</b>
<b>TOTAL PROJECT COSTS</b>			<b>\$ 48,835.99</b>

\*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

Clackamas County Portion	30,000.00
Oregon Solutions Portion	18,835.99
<b>TOTAL BUDGET</b>	<b>48,835.99</b>