

CLARK COUNTY STAFF REPORT

DEPARTMENT: Community Development

DATE: June 7, 2019

REQUESTED ACTION:

Contract with Portland State University to obtain an Oregon summer fellow for ten weeks to perform a time and motion study

Consent Hearing County Manager

BACKGROUND

Project: Clark County Community Development Time & Motion Study- (Oregon Summer Fellows) The student will work with the director, human resources, and managers of seven programs that are within the community development department to design and perform a time and motion study for development and building permitting processes that will be utilized to inform our current fee study and business operations. The work will involve reviewing our organizational structure, workflow, service levels and the dependencies of each program to determine the optimal configuration of positions, service timelines and resourcing needed to operate at peak efficiency and output. In addition, the student may create operational dashboards for each program to aid managers in tracking quality control and quality assurance, and to give them a format for exercising ideas and proposals for workflow changes and efficiency improvements.

Budget: The cost to community development for the Portland State University Oregon summer fellow is \$10,500. The plan is to use existing funds within the departmental budget (Fund 1011) from the Citygate recommendations implementation authorization previously obtained. There is no general fund or fund balance reserve impact associated with this request.

COUNCIL POLICY IMPLICATIONS

Not applicable.

ADMINISTRATIVE POLICY IMPLICATIONS

This action is important to achieving better efficiencies and working towards greater cost recovery for permitting activities.

COMMUNITY OUTREACH

The results of the project will provide valuable information and data to better inform the public about the county's efforts towards continuous improvement and efficient governmental operations.

BUDGET IMPLICATIONS

YES	NO	
X		Action falls within existing budget capacity.
	X	Action falls within existing budget capacity but requires a change of purpose within existing appropriation
	X	Additional budget capacity is necessary and will be requested at the next supplemental. If YES, please complete the budget impact statement. If YES, this action will be referred to the county council with a recommendation from the county manager.

BUDGET DETAILS

Local Fund Dollar Amount	
Grant Fund Dollar Amount	
Account	Fund 1011 - \$10,500
Company Name	Portland State University

DISTRIBUTION:

Council staff will post all staff reports to The Web. <https://www.clark.wa.gov/council-meetings>



Bob Bergquist
Administrative Services Manager



Mitch Nickolds, Director
Community Development

Primary Staff Contact Name and Extension: Bob ext. 4067; Mitch ext. 4101

APPROVED: 
Shawn Hennessee, County Manager

DATE: 6-9-19

**INTER-GOVERNMENTAL AGREEMENT (IGA)
For the Oregon Summer Fellows Program**

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

AGENCY INFORMATION

Representative: Bob Bergquist
Title: Administrative Services Manager

Address: 1300 Franklin Street
Vancouver, WA 98666-9810
Telephone: (564) 397-2375 x4067

PSU INFORMATION

Representative: Jennifer Everett
Title: Budget Administrator
Portland State University
Hatfield School of Government
Center for Public Service
Address: PO Box 751 (PA – ELI)
Portland, Oregon 97207 - 0751
Telephone: 503-725-8259

1. Effective Date and Duration

This Agreement shall become effective upon the date of the last signature below, and shall expire on December 31, 2019, unless extended or terminated sooner under provisions identified within this Agreement.

2. Background

The Center for Public Service ("CPS") and Mark O. Hatfield School of Government at Portland State University hosts several highly competitive fellowships ("Fellowship(s)") that are designed to bring national class talent to Oregon public and non-profit enterprises. The network of recruitment sources currently extends to more than 50 leading universities, including Duke, Harvard, Syracuse, University of Michigan, University of Chicago, University of Texas, University of Wisconsin, University of California at Berkeley, University of California at Los Angeles, as well as PSU, Oregon State University, Willamette University, and the University of Oregon.

The Center for Public Service recruits national class talent for Oregon and provides professional development and training for candidates through its Oregon Summer Fellows Program. By targeting and selecting the best candidates, the Oregon Summer Fellows Program helps to build capacity in Oregon by increasing the number of leaders who are devoted to public service. The Oregon Summer Fellows Program also focuses on providing candidates with leadership opportunities and experience.

3. Scope of Cooperation

- A. Exhibit A, Oregon Summer Fellow Program Statement of Work ("SOW"):
1. The SOW for each Fellow placed with AGENCY under this Agreement is set forth in Exhibit A.
 2. The SOW provides information for each Fellow participating in the Oregon Summer Fellows Program, project(s) to be performed, project deliverables, and the identity of the AGENCY Lead Contact and duties to be completed during the duration of each Fellowship under this Agreement.
- B. PSU agrees to:
1. Recruit and select a candidate(s) ("Fellow") that matches AGENCY's needs.
 2. Use funds from the Sponsor Fee to compensate Fellow(s) for their participation in the Oregon Summer Fellows Program as set forth in this Agreement.
 3. Provide a three-day orientation training and training ("Institute") for: Fellow(s) and AGENCY Lead Contact. The Institute is offered in June. Any Fellows who begin their Fellowships off-cycle and are unable to attend the Institute will receive an alternate orientation and training from PSU.

4. Arrange for additional professional development and networking opportunities that introduce Fellow(s) to Oregon's unique structure of local, city and state government and key decision makers.
5. Provide ongoing program evaluation.
6. Coordinate the recruitment and selection of a replacement in the event that the Fellow terminates their relationship with the Oregon Summer Fellows Program before completing the duties described in Exhibit A. If PSU is not able to provide a suitable replacement Fellow, PSU shall pro-rate the AGENCY Sponsor Fee (defined below) accordingly.

C. Agency agrees to:

1. Provide a non-renewable placement not-to-exceed a duration of 10- weeks for each Fellow set forth Exhibit A.
2. In addition to the Sponsor Fee, it is assumed that AGENCY will provide customary work-related materials, including telephone and computer access, workspace, office supplies, materials and other expenses needed for the successful completion of defined tasks, unless AGENCY has notified PSU of any inability to provide such customary work-related costs prior to signing this Agreement. Fellows are not eligible to receive health, pension, or any other benefits apart from a stipend.
3. Communicate any unexcused absences taken by Fellow to the PSU Fellows Program Manager.
4. Evaluate and provide feedback on each Fellow upon request by PSU.

4. Consideration

- A. Agency agrees to pay PSU, from available and authorized funds the amount of \$10,500 per Fellow (the "Sponsor Fee") set forth in Exhibit B and according to the terms this Agreement. The Sponsor Fee consists of the Fellow's stipend and PSU's administrative costs. Exhibit B attached hereto includes a detailed description of the Oregon Summer Fellows Program, an Explanation of Fee Schedule, and a Fee Schedule Example.
- B. Administrative fees (included in the Sponsor Fee) for the Oregon Fellowships (beyond the payment of stipends) cover expenses related to program administration, recruitment and placement of the Fellows during the year, as well as expenses for the 3-day Institute provided for the Fellows in June (exact amounts may vary among programs and over time).
- C. The Sponsor Fee(s) shall be paid by Agency to PSU per the following schedule, based on the \$10,500.00 fee per Fellow set forth in Exhibit B:

An initial payment in the amount of \$6,000 for each Fellow will be due at the end of the month in which the Fellow begins work.

A second payment in the amount of \$2,250 for each Fellow will be due at the end of the second month after the Fellowship begins.

A third and final payment in the amount of \$2,250 for each Fellow will be due upon completion of the Fellowship.

Payment shall be made to PSU within thirty (30) days of receipt of invoice.

5. 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.

6. Expenses

Any additional expenses required to perform the work outlined in the SOW, such as travel, would require pre-approval by PSU and may affect the Sponsorship Fee. Any equipment assigned by Agency to a Fellow under this Agreement shall be governed by the rules and policies of AGENCY.

Fellows are not eligible to receive health or other employment-related benefits from Agency or PSU.

7. 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.

8. Funds Available and Authorized

The Parties certify at the time this Agreement is executed that sufficient funds are available and authorized for expenditure to finance costs and obligations of this Agreement within the Parties 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, the affected Party shall immediately notify the other Party of its intent to terminate this Agreement without penalty. In the event of termination under this Section 8, Sponsor Fees shall be prorated based on the date of termination.

9. Termination

- A. This Agreement may be terminated by the mutual consent of the Parties at any time or by either Party upon sixty (60) days prior written notice to the other Party.
1. AGENCY agrees to pay to PSU a minimum of \$6,000, or to pay all Fellowship expenses incurred by PSU through the termination effective date, whichever is greater.
 2. AGENCY agrees to pay said program balance by 30 days after receipt of the final invoice.
- B. Termination or modification of this Agreement shall be without prejudice to any obligations or liabilities incurred by either Party prior to such termination. Upon termination of this Agreement, the Party receiving the notice shall immediately cease all activities under this Agreement. Upon termination, each Party shall deliver to the other Party all Agreement documents, information, works-in-progress and other property that are or would be deliverables had the Agreement been completed.

10. Force Majeure

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

11. Independent Contractor Relationship

PSU through its employees, officers and agents, will provide the services described in this Agreement as an independent contractor, and nothing herein shall be interpreted or construed as creating or establishing the relationship of employer/employee, principal/agent, partnership, joint venture, association, or any other type of legal or business relationship between Agency and PSU or between PSU and Agency. Each Party shall be solely responsible for paying its own taxes (federal, state, and local of any type or amount); the consideration owed to its own contractors and agents; its operational expenses; the wages, salaries, benefits, withholdings, and assessments for its employees (including, for example, federal and state income taxes, Social Security, Medicare, unemployment insurance, workers compensation, pension or retirement, medical or life insurance); and the damages or settlements for claims arising from the negligent, reckless, or intentional acts of its employees or agents, all without contribution from the other Party.

Agency shall have no right to direct or control the manner or method by which PSU provides the services that PSU agrees to provide through this Agreement.

12. Insurance

PSU shall maintain professional and general liability insurance, in the amount of \$1,000,000 per occurrence

and \$3,000,000 in the aggregate, for itself and those Fellows participating in the Oregon Summer Fellows Program, and shall name Agency as an additional insured with respect to any claims arising out of or in connection with this Agreement.

13. Status of Fellows

It is understood and agreed that the Fellows shall not be considered employees of Agency and that PSU shall be responsible for providing general liability and professional liability coverage for such Fellows pursuant to Section 12 (Insurance) of this Agreement. In addition, PSU shall be responsible for issuing a Form 1099 reporting the stipend to the Internal Revenue Service.

14. Access to Records

PSU, Agency, the Oregon Secretary of State's Office and their duly authorized representatives shall have access to the books, documents, papers, and records, otherwise privileged under law, of the Oregon Fellows Program which are directly pertinent to this specific Agreement for the purpose of making audit, examination, excerpts, and transcript.

15. 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.

16. Notices

All notices, certificates, or other communications rendered shall be sufficiently given when delivered or mailed postage prepaid to the representatives of the parties listed below. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice by personal delivery or by email shall be deemed to be given when actually delivered, including electronically.

To Agency: [Mailing Address]PO Box 9810, Vancouver, WA 98666-9810
Attention: Bob Bergquist
Telephone(564) 397-2375 x4067 Facsimile:
Email:bob.bergquist@clark.wa.gov

BILLING AND INVOICING CONTACT:

[Mailing Address]PO Box 9810, Vancouver, WA 98666-9810
Attention: Bob Bergquist
TelephoneⓈ
564) 397-2375 x4067 Facsimile:
Email:bob.bergquist@clark.wa.gov

To PSU: Center for Public Service
Portland State University
PO Box 751, MC: PA-ELI
Portland, OR 97207
Attn: Budget Administrator
Telephone: 503-725-8261
Email: jennifer.everett@pdx.edu

WITH A COPY TO:

Portland State University
FAST - CAPS

PO Box 751, MC: CAPS
Attn: Contracts Officer
Portland, OR 97201-0751
Telephone: (503) 725-3441
Facsimile: (503) 725-5594
Email: contract@pdx.edu

17. Indemnification

To the extent permitted under law, AGENCY shall indemnify PSU against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, or arising out of, or relating to the negligent activities or omissions of AGENCY or its officers, employees, or agents acting within the course and scope of their employment under this Agreement; provided, however, AGENCY shall not be required to indemnify PSU for any such liability arising out of the wrongful or negligent acts of PSU its officers, employees, or agents.

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 AGENCY against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, or arising out of, or relating to the negligent activities or omissions of PSU or 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 AGENCY its officers, employees, or agents.

18. Governing Law

This Agreement shall be governed construed in accordance with the laws of the State of Oregon, without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "claim") between PSU and AGENCY that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Multnomah County for the State of Oregon.

19. FERPA

As required by the 20 USC 1232(g) (Family Educational Rights and Privacy Act, "FERPA"), and ORS 326.565, the Agency shall not disclose any information or records regarding students or their families that Agency may learn or obtain in the course and scope of its performance of this Agreement, except as otherwise allowed by this Agreement. The parties acknowledge that Agency is a "school official" for purposes of FERPA and PSU's Student Records Policy and recognize that FERPA imposes strict penalties for improper disclosure or re-disclosure of confidential student information, including but not limited to denial of access to personally identifiable information ("PII") from education records for at least five years (34 CFR 99.33(e)). Therefore, consistent with FERPA's requirements, PII obtained by Agency in the performance of this Agreement may not be re-disclosed to third parties without the written consent of the student's parent/guardian and must be used only for the purposes identified in this Agreement.

20. Merger

This Agreement, including Exhibit A and Exhibit B, 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.

EXHIBIT A
Oregon Summer Fellow Program Statement of Work (SOW)

The purpose of this SOW is to outline the project that will be performed by the Oregon Fellow, the products that will be delivered, and the responsibilities of both the Agency and the Fellow. This SOW must identify the requirements and deliverable of the work at hand in sufficient detail to ensure the interests and obligations of both Parties are understood prior to the start of the Fellowship.

Name of Fellow

Hannah Borntreger

Name of Agency

Clark County (Community Development Department)

Agency Address

1300 Franklin Street (PO Box 9810)
Vancouver, WA 98666-9810

Agency Lead Contact:

Bob Bergquist, Administrative Services Manager

Agency Lead Contact Information (telephone, fax and email)

(564) 397-2375 ext. 4067
bob.bergquist@clark.wa.gov

Duration of Fellowship

The duration of the Fellowship will be 10 weeks following the notice to proceed, unless the AGENCY and Fellow set a schedule that varies from the typical 40 hours per week for 10 weeks, in which case the dates of service must be sent to PSU, in writing to psfellows@pdx.edu, in advance of the Fellow's start date, or at the time that a schedule change is being requested.

Proposed Start Date

June 17, 2019

Proposed End Date

August 23, 2019

Project Description & Objectives

Project: Clark County Community Development Time & Motion Study- (Oregon Summer Fellow) The student will work with the director, and human resources and managers of all ten programs that comprise the community development department to design and perform a time and motion study that will be utilized to inform our current fee study and business operations. The work will involve reviewing our organizational structure, workflow, service levels and the dependencies of each program to determine the optimal configuration of positions, service timelines and resourcing needed to operate at peak efficiency and output. In addition, the student will create operational dashboards for each program to aid managers in tracking quality control and quality assurance, and to give them a format for exercising ideas and proposals for workflow changes and efficiency improvements.

Project Deliverables

- Conduct interviews with program and functional business managers (8 to 10 total)
- Summary of interviews with each program manager and functional business manager
- Develop operational dashboard system recommendations (e.g., format, systems, or software)

Optimal Deliverables as Time Allows:

1. Create time and motion/process efficiencies and recommendations report for the seven programs (Administration; Building Safety; Customer Service (Permit Center); Development Engineering; Fire Marshal; Planning and Development (Land Use Review); Wetland and Habitat Review
2. Operational dashboards for each program to aid managers in tracking quality control and quality assurance
3. Create workflow process outlines to support the time and motion recommendations and provide data points for performance measurement.

Quality Standards and Acceptance

Agency will inspect and determine the acceptability or rejection of each deliverable or item of the Work in accordance with this SOW and Contract within five (5) calendar days from the date PSU completes delivery to Agency or designee.

Completion of Institute at Portland State University

Both Parties agree that the Fellow shall be released from their normal project duties for a 3-day Institute held in June at Portland State University.

Other Salient Information

N/A

**Exhibit B
Oregon Summer Fellows Program**

Overview:

- Highly competitive 10-week, full-time summer fellowship
 - Fellows submit a resume, writing sample(s) and letters of reference
- Fellows receive a total amount of \$6,000 stipend (paid in 3 installments through PSU)
- Fellows are placed with state and local agencies, and not for profits located in Oregon
- Fellows attend a 3-day Institute and team building session at PSU in June and a series of networking events throughout the program

Agreement Mechanism and Consideration:

Sponsor Agency

- Provide a scope of work that describes project objectives, deliverables, and acceptance criteria;
- Sign an intergovernmental agreement which is reviewed/approved by PSU's Contracts Office; and
- Provide a total amount of \$10,500 per Oregon Fellow.
 - This sum covers expenses related to program administration such as the recruitment and placement of the Fellows, the three-day Institute provided for the Fellow(s) and the Fellow's stipend.

Oregon Summer Fellows

- Each Fellow completes and signs
 - a participant enrollment form that outlines their payment schedule; and
 - a form acknowledging that they understand, accept and agree to comply with the information contained in the SOW provided by their sponsor Agency.

Fee Schedule Example:

PROGRAM	WEBSITE	2019 SPONSOR FEE	FELLOWSHIP STIPEND
Oregon Summer Fellows Program (10-week placement)	www.pdx.edu/cps/details-of-oregon-fellowship	\$10,500	\$6,000

Explanation of Fee Schedule

- **Sponsor Fee** represents the price of sponsorship (what Agency will pay PSU) to sponsor one Fellow for 10 weeks. Fellows are not eligible to receive health, pension, or any other benefits apart from a stipend.
- **Fellowship Stipend** represents the funds PSU will pay each Fellow over the course of the Fellowship to help offset expenses as Fellows complete their service-learning experience with the Sponsor Agency.