AGENDA COVER MEMO

Memorandum Date: May 22, 2024

Order Date: June 4, 2024

TO:	Board of County Commissioners
DEPARTMENT:	County Administration
PRESENTED BY:	Jeff Kincaid, Policy Research and Special Projects Analyst
AGENDA ITEM TITLE:	ORDER/ In the Matter of Approving an Intergovernmental Agreement with the University of Oregon for the Policy Lab Partnership and Delegating Authority to the County Administrator to Sign the Intergovernmental Agreement

I. MOTION

Move to approve the attached Board Order.

II. AGENDA ITEM SUMMARY

The Board is being asked to approve an intergovernmental agreement (IGA) between Lane County and the University of Oregon.

III. BACKGROUND/IMPLICATIONS OF ACTION

A. Board Action and Other History

Lane County has engaged with the University of Oregon through the Policy Lab partnership since 2018. Students and faculty have presented to the Board on their projects annually. The Board approved a three-year extension of the contract on June 8, 2021.

B. Policy Issues

There are no policy issues for this item.

C. Board Goals

The Policy Lab aims to engage with all County departments which ensures that the work conducted under this IGA spans across all strategic priorities identified in the Lane County 2018-2021 Strategic Plan. This work specifically addresses two key

strategic initiatives under *Strategic Priority 4: Our People and Partnerships: 4b Enhance employee engagement and resilience* and *4c Embrace internal and external partnerships to leverage and extend county goals*.

D. Financial and/or Resource Considerations

The Policy Lab is funded through the General Fund. The IGA that the Board is being asked to approve will commit the County to providing $100,000 per year for 5 years starting July 1, 2024 and ending June 30, 2029.

E. Health Implications

There are no significant health implications for this item.

F. Analysis

The Policy Lab partnership began as a three-year pilot project in 2018 and was extended for an additional three years by the Board in 2021. The proposed IGA represents the continued evolution and refinement of this partnership and its movement from a pilot project to an established program of Lane County government.

The Policy Lab partnership has proven to be valuable to both Lane County and the University of Oregon. At the surface, staff have been given the opportunity to explore ideas further with additional resources while faculty and students have been able to engage with our professional staff on real-life challenges. However there are deeper benefits to the Policy Lab in that it strengthens the relationship between Lane County, the University of Oregon, and students. This in turn has led to additional opportunities for engagement through long-term projects, internships, and full-time employment.

G. Alternatives/Options

The Board may choose to approve, modify, or not approve the attached IGA.

IV. RECOMMENDATION

Staff recommends that the Board approve the attached Board Order.

V. TIMING/IMPLEMENTATION

The Current IGA expires on June 30, 2024. The IGA before the Board would extend the agreement through June 30, 2029.

VI. FOLLOW-UP

Staff will continue to provide updates to the Board and share opportunities to engage with the Policy Lab.

VII. ATTACHMENTS

Board Order

Attachment 1 – Draft Intergovernmental Agreement

BEFORE THE BOARD OF COMMISSIONERS OF LANE COUNTY, OREGON

ORDER NO: 24-06-04-02	In the Matter of Approving an Intergovernmental Agreement with the University of Oregon for the Policy Lab Partnership and Delegating Authority to the County Administrator to Sign the Intergovernmental Agreement

WHEREAS, Lane County has partnered with the University of Oregon through the Policy Lab partnership since 2018; and

WHEREAS, the Board of Commissioners recognizes the significant benefit to Lane County provided by the Policy Lab partnership; and

WHEREAS, Lane County wishes to continue the Policy Lab with the University of Oregon.

NOW, THEREFORE, the Board of County Commissioners of Lane County **ORDERS** as follows:

1. Approval of the intergovernmental agreement in substantially similar form to the attached *Attachment 1 – Draft Intergovernmental Agreement*.

2. The County Administrator is delegated authority to negotiate final terms as necessary and execute the intergovernmental agreement.

ADOPTED this 4th day of June, 2024.

_____
Laurie Trieger, Chair
Lane County Board of Commissioners

Attachment 1 - Draft Intergovernmental Agreement

INTERGOVERNMENTAL AGREEMENT
FOR
UNIVERSITY OF OREGON

This Agreement is entered into by and between Lane County, a political subdivision of the State of Oregon ("County"), and University of Oregon, an Oregon unit of local government ("University"), referred to collectively in this Agreement as the parties.
County and University agree as follows:

1. RECITALS

1.1 ORS 190.010 and the Lane County Home Rule Charter provide that units of local government may enter into agreements for the performance of any or all functions and activities that a party to the agreements, its officers, or agents, have authority to perform.

1.2 Lane County and the University of Oregon desire to maintain the strong linkages between Lane County Government and the University of Oregon.

1.3 Lane County desires to maintain an established partnership that strategically leverages the capacity of the University of Oregon to achieve strategic objectives and goals.

1.4 Lane County desires to build capacity and knowledge within the organization regarding researching complex policy and management issues.

1.5 Lane County experiences a need for research that often exceeds the capacity of County staff.

1.6 The University of Oregon desires to engage students in real world policy and management problems such as those faced by Lane County daily.

1.7 Lane County and the University of Oregon School of Planning, Public Policy and Management (PPPM) have realized significant benefits from the Policy Lab since piloting the program in 2018.

1.8 Policy Lab focuses on assisting Lane County in making evidence-based decisions for people the County serves by assessing both the viability prior to and the success after implementation of policies.

1.9 Since 2018, approximately 20 UO Faculty and more than 200 UO students have completed over 40 Policy Lab research, planning, and policy analysis projects for 10 county departments.

2. SCOPE OF AGREEMENT.

2.1 County and University will cooperate to establish a mutually agreed set of tasks to carry out the work of this agreement. The parties will:

.1 County and University will meet quarterly to discuss the Policy Lab partnership. During the Spring quarterly meeting, parties will establish a work program for the upcoming academic year. County staff will provide a general description of the work to University and provide additional clarification as requested. University will match projects with student or faculty resources and develop a more detailed scope, budget and timeline utilizing the attached Exhibit B- Task Order Template to establish the plan for the upcoming academic year. County will review task order for approval and authorization to proceed.

.1 Task order tasks may include, but are not limited to, the following activities:

Coursework. Funds may be used to supplement projects completed through one of PPPM's applied-learning practicum courses (e.g., MPA Capstone, Real World, Community Planning Workshop, Non-Profit Consultancy, etc.).

Convenings. Funds may be used to support County/University co-sponsored speaker series, focus groups, workshops, summits, conferences, or other public convenings agreed upon by parties.

Capacity. Funds may be utilized to provide additional capacity through student, graduate student employee, faculty, or other personnel resources. This may be utilized as a thinktank, temporary personnel surge capacity, or for other purposes as agreed to by parties.

Internships. Funds may be utilized to support paid internships. Student may be formally employed by either County or University, depending upon the situation and outlined in the task order.

Set aside. Funds may be intentionally set aside for additional tasks that have yet to be determined at the time of the planning of the upcoming academic year. These funds may

be utilized through a supplementary task order toward activities as described in this section.

Other. Funds may be utilized for additional activities as deemed appropriate and agreed to by parties.

.2 Engage in a deliberate approach to engage and involve undergraduate and graduate students.

.3 Explore opportunities to provide professional development opportunities for County staff.

.4 Continue to seek opportunities for additional resources to support the Policy Lab.

.5 Continue to engage County staff as guest lecturers in PPPM courses.

2.2 County shall:

.1 Provide University with workspace in the Public Service Building (PSS).

.2 Provide controlled daytime access to the PSS for University personnel to perform the work of this Agreement.

.3 Provide University with sufficient access to data, policies, and staff to facilitate project completion.

2.3 University shall:

.1 Provide sufficient faculty, staff, and student resources to satisfy the scope of work.

.2 Provide County with regular updates on the status of projects and any challenges that may be hindering the completion of work.

.3 Complete research and analysis projects as agreed to through the process outlined in Section 2.1.1 to include collecting data, conducting research, interviews, analysis, developing recommendations, document preparation and presentations to relevant stakeholders.

3. DOCUMENTS FORMING THE AGREEMENT

3.1 The Agreement. The Agreement consists of this document and all exhibits listed below, which are incorporated into this Agreement.

3.2 Exhibits. With this document, the following exhibits are incorporated into the Agreement: Exhibit A- Task Order Template

4. TASK ORDER PROCESS, CONSIDERATION AND PAYMENT

4.1 Task Orders. Upon receipt by University of a request by County to perform specific services, as described in Section 2.1.1, University shall provide County with a Task Order in a format substantially similar to Exhibit B. That Task Order shall contain a detailed Scope of Work and a Fixed Fee budget for the work covered by that Task Order. Any Task Order shall not be binding unless signed by an authorized representative of each party.

4.2 Consideration. In consideration for University's performance of the work described in any Task Order, County agrees to pay the Fixed Fee described on that Task Order, subject to Section 4.4 below. County is not obligated to pay any amount greater than that stated on the Task Order unless agreed to in writing. Prior to approval and payment, County may require, and if required University must provide, any reasonable information which County deems necessary to verify work has been performed properly in accordance with the Intergovernmental Agreement.

4.3 Payment.

.1 Between July 1, 2024 and June 30, 2029, County shall pay University $100,000 per year in quarterly increments of $25,000. Any payments will customarily be made within 30 days of receipt of a properly submitted and approved invoice from University.

4.4 Utilization of Payments. University shall apply payments made by County under Section 4.3 to the amount due from any Task Orders duly signed by the parties.

4.5 Expenditure Cap and Overpayment. In no case shall County request, nor shall University perform, services under any Task Order that would exceed $100,000 per year unless this Agreement is amended by written agreement signed by an authorized representative of each party.

5. EFFECTIVE DATE AND DURATION

5.1 Effective Date. Upon the signature of all parties, this Agreement is effective July 1, 2024.

5.2 Duration. Unless extended or terminated earlier in accordance with its terms, this Agreement will terminate June 30, 2029. However, such expiration shall not extinguish or prejudice either party's right to enforce this agreement with respect to any breach or default in performance which has not been cured.

6. AUTHORIZED REPRESENTATIVES. Each of the parties designates the following individuals as their

authorized representatives for administration of this Agreement. Any notice required under this Agreement must be addressed to the authorized representative stated here. A party may designate a new authorized representative by written notice to the other.

6.1 County's Authorized Representatives.

Greg Rikhoff
Director of Operations
541-682-6262
Greg.RIKHOFF@lanecountyor.gov

AND

Jeff Kincaid
Management Analyst
541-682-3718
Jeffrey.Kincaid@lanecountyor.gov

6.2 University's Authorized Representatives.

Ben Clark
Associate Professor and School Head, PPPM
Knight Campus Associate Faculty
541-346-7320
Bclark2@uoreqon.edu

AND

Josh Bruce
IPRE Associate Director for Applied Research
UO Economic Development Administration University Center Director
541-520-8043
jdbruce@uoregon.edu

AND

Sponsored Projects
Services ATTN : Post
Award
541-346-5131
sponsoredprojects@uoregon.edu

7. INDEMNIFICATION. To the extent permitted by the Oregon Constitution, and to the extent permitted by the Oregon Tort Claims Act, and to the extent otherwise provided for in private contracts of insurance, each party agrees to indemnify, defend, and hold the other and its officers, employees, or agents, harmless from all damages, losses and expenses, including but not limited to attorney fees, and to defend all claims, proceedings, lawsuits, and judgments arising out of or resulting from the indemnifying party's negligence in the performance of or failure to perform under this Agreement. No party to this Agreement will be required to indemnify or defend the other party for any liability arising solely out of wrongful acts of another party, or that party's own officers, employees, or agents.

8. MODIFICATION AND TERMINATION. No modification or amendment to this Agreement will bind either party unless in writing and signed by both parties. The parties may jointly agree to terminate this Agreement at any time by written agreement.

9. MISCELLANEOUS PROVISIONS

9.1 Disputes. The parties are required to exert every effort to cooperatively resolve any disagreements that may arise under this Agreement. This may be done at any management level, including at a level higher than the persons directly responsible for administration of the Agreement. In the event that the parties alone are unable to resolve any conflict under this Agreement, they are encouraged to resolve their differences through mediation or arbitration, using such process as they may choose at the time.

9.2 Waiver. Failure of either party to enforce any provision of the Agreement does not constitute a waiver or relinquishment by the party of the right to such performance in the future nor of the right to enforce that or any other provision of this Agreement.

9.3 Severability. If any provision of this Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions are not affected; and the rights and obligations of the parties are to be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

9.4 Time is of the Essence. The parties agree that time is of the essence with respect to all provisions of this Agreement.

9.5 No Third-Party Beneficiaries. County and University are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives or may be construed to give or provide any benefit or right to third persons, either directly or indirectly, that is greater than the rights and benefits enjoyed by the general public, unless that party is identified by name in this Agreement.

9.6 Headings. The headings and captions in this Agreement are for reference and identification purposes only and may not be used to construe the meaning or to interpret the Agreement.

9.7 Force Majeure. Neither party will be held responsible for delay or default due to Force Majeure acts, events or occurrences unless they could have been avoided by the exercise of reasonable care, prudence, foresight, and diligence by that party.

9.8 Multiple Counterparts. This Agreement and any subsequent amendments may be executed in several counterparts, facsimile or otherwise, all of which when taken together will constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement and any amendments so executed will constitute an original.

9.9 Merger. This Agreement contains the entire agreement of County and University with respect to the subject matter of this Agreement, and supersedes all prior negotiations, agreements and understandings.

9.10 Intellectual Property Rights.

.1 University Work Product. All work product and intellectual property including, without limitation, any inventions, improvements, and discoveries conceived including all computer software, copyrightable works, material, reports and data created in the course of performance of the work University produces under this intergovernmental agreement is the property of University. University grants to County a royalty- free, non-exclusive, non-commercial and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, that work.

.2 County Work Product. All work County produces under this intergovernmental agreement is the property of County. County grants to University a royalty-free, non-exclusive and irrevocable license to reproduce, publish, otherwise use, and to authorize others to use, that work for research and education purposes.

.3 Joint Work Product. County and University are joint owners of and both may reproduce, publish or otherwise use, and to authorize others to use the work produced by both parties jointly under this intergovernmental agreement.

9.11 Publicity. County will not authorize or commission the publication of any promotional materials containing any reference to University without University's prior written approval. University will not authorize or commission the publication of any promotional materials containing any reference to County without County's prior written approval. University may include County's name in listings of research sponsors.

EACH PARTY, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

UNIVERSITY:

UNIVERSITY OF OREGON

By: Analinda Camacho

Title: Director, Sponsored Projects Services

Date:

Sponsored Projects Services
5219 University of Oregon
Eugene, Oregon 97403-5219

COUNTY:

LANE COUNTY, OREGON

By: Steve Mokrohisky

Title: County Administrator

Date:

Lane County, Public Service Building
125 E. 8th Avenue
Eugene, Oregon 97401

Exhibit A - Task Order Template

Task Order No.

Pursuant to the INTERGOVERNMENTAL AGREEMENT between COUNTY and UNIVERSITY effective July 1, 2018 until June 30, 2021, UNIVERSITY will undertake this Task Order as follows:

- Work to be performed shall be in accordance with the detailed project proposal attached hereto as Attachment 1.
- COUNTY shall pay University a Fixed Fee of $_____for the performance of this Task Order.
- Period of Performance is_____through_____
- All terms and conditions of the above-stated INTERGOVERNMENTAL AGREEMENT apply.

Acknowledged and accepted:

UNIVERSITY	**COUNTY**
By:_____	By:_____
Typed Name:_____	Typed Name:_____
Title:_____	Title:_____
Date:_____	Date:_____