

**INTERGOVERNMENTAL AGREEMENT
 By and Between Portland State University
 And
 Yamhill County**

This Intergovernmental Agreement ("Agreement") is made and entered into by and between **Portland State University on behalf of its Mark O. Hatfield School of Government Center for Public Service** ("PSU"), and **Yamhill County** ("AGENCY"), individually the "Party", collectively the "Parties", hereinafter.

AGENCY INFORMATION:

Representative: Christian Boenisch
 Title: Yamhill County Counsel

 535 NE Fifth Street
 McMinnville, OR 97128

 Address: Boenischc@co.yamhill.or.us

 Telephone: 503-434-7502

PSU INFORMATION:

Representative: Erica Fulton
 Title: Operations Manager
 Portland State University
 Hatfield School of Government
 Center for Public Service
 PO Box 751 (PA-ELI)
 Portland, Oregon 97207-0751

 Address: PO Box 751 (PA-ELI)
 Portland, Oregon 97207-0751

 Telephone: 503-725-6129

Whereas, AGENCY requires compensation study services; and Whereas, PSU is able to provide such services, Now therefore, the parties agree to the following:

1. Term and Termination

This Agreement shall become effective on the date of final signing by all parties and shall remain in effect until June 30th, 2024, unless otherwise terminated by either Party. This Agreement may be terminated with thirty (30) days written notice to the Parties, by either Party. This Agreement may be amended by mutual consent, reduced to writing, and signed by the Parties.

2. Cost/Consideration

Payment for services provided under the terms of this Agreement will be for the fixed price of \$21,628.00.

	Senior Staff	Project Associate	Student Assistant	Total hours	Total Price
Data Analysis & Project Oversight	55 hours	99 hours	119 hours	273	\$21,628.00
Hourly Rates	\$198/hour	\$70/hour	\$32/hour		

All administrative costs are included in the per hour rates. Services will be billed at the above rates through June 30, 2024, and may be adjusted annually at the start of UNIVERSITY's fiscal year (July 1) and published online at www.pdx.edu/student-finance/tuition. Project begins with the signed execution of the contract. Testimony at a subsequent legal proceeding is a separate matter, to be compensated separately if requested.

3. Invoices

PSU will submit an invoice upon completion of the project, to be paid by AGENCY within 30 days of receipt. If a project spans a period including June 30, the fiscal year end, an invoice will be issued for services through June 30 and again upon completion of the project.

All invoices to the Agency shall be sent to the following address:

*Attention: Christian Boenisch
 Telephone: 503-434-7502
 Email: Boenischc@co.yamhill.or.us*

4. Scope of Work / Statement of Work

The scope of work is described in attached Exhibit A.

5. Additional Terms and Conditions

A. Indemnification

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 the Agency against any liability for damage to life or property arising from PSU's negligent actions, including the negligent actions of 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 officers, employees or agents of Agency.

B. Access to Records

The parties shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Agreement. The Oregon Department of Higher Education, Oregon Secretary of State, Federal Government, and their duly authorized representatives shall have access to the books, documents, papers, and records of the parties which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts. Such books and records shall be maintained by the parties for six years from the date of agreement expiration unless a shorter period is authorized in writing.

C. Amendments

The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever, except by written Amendment signed by both parties.

D. Assignment

PSU shall not assign or transfer its interest nor delegate its obligation in this Agreement without the express written consent of AGENCY. PSU shall not enter into any subcontracts for any of the work scheduled under this Agreement without obtaining prior written approval from AGENCY.

E. Availability of Funds Clause; Non-appropriations Clause

AGENCY certifies that sufficient funds are available to finance AGENCY'S obligations under this Agreement within its current biennial appropriation or expenditure limitation, provided, however, that continuation of this Agreement or any extension, after the end of the fiscal period in which it is written, is contingent upon a new appropriation or limitation for each succeeding fiscal period for the purpose of this Agreement. In the event of such Non-Appropriation AGENCY will notify PSU of its intent to terminate this Agreement.

F. Captions

The captions or headings in this agreement are for convenience only and in no way define, limit, or describe the scope of intent of any provisions of this agreement.

G. Force Majeure

Neither Party shall be held responsible for delay or default caused by fire, riot, weather, labor disputes, acts of God and war which are beyond its reasonable control. The affected party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligation under the agreement.

H. Governing Law

This Agreement shall be governed and 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.

I. No Third-Party Beneficiaries

The undersigned parties are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third person are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

J. Non-Discrimination.

In their respective performances of this Agreement, no party shall unlawfully discriminate against any person on the basis of race, ancestry, national origin, color, sex, disability, age, religion, marital status or sexual orientation. Moreover, each party shall comport its performance with all applicable Federal and State anti-discrimination acts and associated regulations.

K. Severability

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

L. Tax Certification

By signature on this Agreement, the undersigned hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of Agency and that Agency is, to the best of the undersigned's knowledge, not in violation of any state or federal tax laws, or any other local taxes.

M. Waiver

The failure of PSU to enforce any provision of this Agreement shall not constitute a waiver of that or any other provision.

N. Ownership of Work Product:

All work product of PSU that results from this Agreement (the "Work Product") is the exclusive property of PSU. PSU and AGENCY do not intend that such Work Product be deemed a "work made for hire" where AGENCY would be deemed the author. If for any reason the work product is deemed a "work made for hire," AGENCY hereby irrevocably assigns to PSU all its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Notwithstanding the foregoing language, AGENCY in all circumstances retains the right to use, circulate and reproduce the Work Product for its own use.

O. Merger

This Agreement constitutes the entire agreement between the parties. No waiver, consent, modification, or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change if made shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. AGENCY and PSU, by the signature of their authorized representatives, hereby acknowledge that they have read this agreement, understand it, and agree to be bound by its terms and conditions.

P. Confidentiality

Except for as otherwise required to be disclosed pursuant to Oregon Public Records Law (ORS 192), PSU, its employees, agents, and/or contractors shall maintain the records, data, and information it receives under this Agreement in a confidential manner and shall not use, disclose, or allow access to any records, data, or information, including but not limited to personally identifiable information, received

under this Agreement in a manner not specifically permitted by this Agreement. PSU agrees to implement and use appropriate safeguards to prevent the use or disclosure of records, data, information, including but not limited to personally identifiable information, in a manner that is not permitted by this Agreement and shall notify the Agency in the event of any violations of this confidentiality section within 48 hours of discovery. PSU shall also notify the Agency of any requests for records or information involving or relating to the data and/or work under this Agreement.

6. NOTICES

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

To AGENCY:

Yamhill County
Attn: Christian Boenisch
535 NE Fifth Street
McMinnville, OR 97128
Telephone: 503-434-7502
Email: Boenischc@co.yamhill.or.us

To PSU:

Portland State University
Attn: Operations Manager
PO Box 751, MC: PA-ELI
Portland, OR 97207
Telephone: 503-725-6129
Email: fultoner@pdx.edu

WITH A COPY TO:

Portland State University
Contracting & Procurement
Services
Attn: Contracts Officer
PO Box 751, MC: FAST-CAPS
Portland, OR 97207-0751
Telephone: 503-725-3441
Facsimile: 503-725-5594
Email: contract@pdx.edu

7. Signatures

AGENCY and PSU, by the signature of their authorized representatives, hereby acknowledge that they have read this Agreement, understand it, and agree to be bound by its terms and conditions. This agreement may be signed in two (2) or more counterparts, each of which shall be deemed an original, and which, when taken together, shall constitute one and the same agreement. AGENCY and PSU agree that they may conduct this transaction by electronic means, including the use of electronic signatures.

Yamhill County:



2/22/24

Date

PORTLAND STATE UNIVERSITY:

DocuSigned by:
Sara Saltzberg

2/26/2024

C61C3266CBAB44B...
Sara Saltzberg
Date
Director, PSU Center for Public Service



03/04/2024

Name: _____ Date
Contract Officer

Approved As To Form

by _____
Christian Boenisch
County Counsel
Yamhill County

Approved by the Yamhill County Board of
Commissioners on 2/22/24
via Board Order 24-60

EXHIBIT A

Statement of Work

1. Following the notice to proceed from AGENCY, in conjunction with AGENCY staff, 46 job titles (per spreadsheet provided by AGENCY) and 6 jurisdictions will be researched and analyzed. The jurisdictions for this analysis will be identified and selected by AGENCY, with consultation from PSU.
2. As much information as available from each jurisdiction's website shall be gathered. This information will include:
 1. Salary schedules
 2. Personnel policies,
 3. Collective Bargaining Agreement(s),
 4. PTO (Vacation) accrual amounts at 5, 10, 15, and 20 years,
 5. Holiday hours per employee group,
 6. Any other premium pay, certification pay, or longevity pay not counted above that is provided to the targeted employee groups,
 7. Insurance premium information, and
 8. Job descriptions.

AGENCY will provide copies of current CBAs. Data collected will be for the fiscal year that includes July 1, 2023 unless requested otherwise. For Counties in Oregon, that is normally July 1, 2023 through June 30, 2024. For health insurance, our intention is to use January 1, 2023 as the data that the premium contribution for the employee is in effect.

3. The following schedule will apply for key milestones and deliverables.
 1. Data Collection
 - i. Collect data from AGENCY and jurisdictions' websites (e.g., posted salary schedules, CBAs, health insurance premium summaries)
 - ii. Gather additional information through correspondence with jurisdictions (e.g., summary tables, email, phone calls)
 - iii. Conduct initial screening of each jurisdiction's job descriptions for comparable tasks, education/experience requirements, and supervisory responsibilities and identify those that most closely align with AGENCY's targeted jobs
 - iv. Enter all information into database for analysis

Schedule: Estimated three (3) weeks following the notice to proceed OR agreed-upon start date.

2. Data analysis
Analyze data based on the following factors
 - i. Minimum experience required,
 - ii. Minimum education required,
 - iii. Essential functions, and
 - iv. Major job duties.

Schedule: Estimated five (5) weeks following the notice to proceed OR agreed-upon start date.

3. Data Validation
 - i. Organize data into tables
 - ii. Send validation packages to each jurisdiction

- iii. Confirm or revise database with validated information

Schedule: Estimated nine (9) weeks following the notice to proceed OR agreed-upon start date.

4. Draft report

- i. Analysis of factors related to comparator agencies
- ii. Summary charts that compare each of the compensation components (e.g., number of jobs matched, differences in compensation with averages, PTO and health insurance summaries by jurisdiction, additional compensation for certifications)
- iii. Limited job matching discussion, including experience, education, FLSA exemption, supervision, and additional notes for each position
- iv. Detailed adjusted compensation results for each position
- v. Specialized data summaries (e.g., certification comparisons) upon request

Schedule: Estimated twelve (12) weeks following the notice to proceed OR agreed-upon start date.

5. Final report submission

Schedule: Estimated fourteen (14) weeks following the notice to proceed OR agreed-upon start date.

4. A draft/final report will include the following:

- 1. Factors related to each of the comparator agencies — location (map), population, budget size, and other components that seem appropriate;
- 2. Tables that compare each of the compensation components for a specific dollar value
Tables will include:
 - i. Base Salary at the Minimum, Median, and Maximum level
 - ii. Maximum Employee Health Insurance Contribution at the full family level
 - iii. Holiday, Vacation Pay, and Executive/Admin PTO. Vacation value with minimum vacation at entry, median vacation at 10 years, and maximum vacation at 20-years. Executive/Admin PTO will only be counted if there is a formal policy to consistently award this benefit. Any PTO program will be adjusted for the applicable sick leave component.
 - iv. In addition, the following factors will be considered and included: Longevity pay, the employer's contribution of the employee's 6% PERS obligation, along with any non-discretionary deferred compensation provided by employer.

Data that we collect from this engagement will be maintained by PSU and may be available for use in research or publication. The underlying data, and source documents/source supplier of the information, will also be available to AGENCY upon request.