

TO: City Council for April 4, 2016, Council Meeting
FROM: Mark W. Shepard, P.E., City Manager *MWS*
DATE: March 29, 2016
SUBJECT: City/OSU Intergovernmental Agreement



Action Requested:

Staff recommends Council authorize, by motion, the City Manager to sign the attached Memorandum of Understanding with Oregon State University.

Discussion:

One of the Council goals for this term relates to OSU/City Relations. One of several pieces of this goal was to:

"Implement a new intergovernmental agreement by July 2015 in order to identify opportunities and implement solutions to problems."

A framework for an intergovernmental agreement (IGA) was brought to the Council at your December 21, 2015, Council Meeting. At that meeting, the Council directed staff and the City Attorney to use the framework to draft an IGA for Council consideration.

The City Attorney has worked with OSU legal counsel for the last couple of months in developing the IGA language. In that process, it became apparent that the appropriate tool for memorializing the two party's agreements was a Memorandum of Understanding (MOU) rather than an IGA. The MOU concept and a draft MOU was shared with Council Leadership.

The MOU will formalize the agreement of City and OSU Leadership to work together to address issues that impact the City and the University. OSU has indicated that they are ready to execute the MOU. Staff is seeking Council's authorization to execute the MOU.

Budget Impact:

There is no budget impact from authorizing the City Manager to sign the MOU.

Attachments:

City/OSU MOU

Memorandum of Understanding (MOU)
between
the City of Corvallis and Oregon State University

THIS MEMORANDUM OF UNDERSTANDING (MOU) is between the City of Corvallis, Oregon (City) and Oregon State University (OSU). Each City and OSU is a “Party,” and, together, the “Parties.”

A. Recitals

1. This MOU is intended to set out the continuing framework and expectations for ongoing communications and collaboration between the City and OSU.
2. City and OSU mutually desire to enhance the future of the city of Corvallis and university communities by addressing agreed-upon opportunities.
3. City and OSU also mutually desire to address consequences associated with matters such as growth.
4. City and OSU have made positive strides in addressing some of the issues arising from recent growth occurring at OSU and increased density in nearby campus neighborhoods.
5. While progress has been made, community concerns regarding adverse impacts from recent growth at OSU persist, and the City and OSU believe those impacts should be addressed collaboratively where possible.
6. OSU and City desire to build on recent successes to strengthen communication, working relationships, and coordination of collaborative efforts.
7. This MOU will provide a structure for City and OSU to continue working together to address important future opportunities, needs and issues that impact the City, OSU and the Corvallis community.
8. Among the issues to be addressed are: community and campus livability, transportation impacts and improvements including traffic and parking; housing; community issues of importance such as climate change and safety.
9. Opportunities to be addressed include but are not limited to: cultural and educational enrichment; social justice; diversity; environmental protection and enhancement; and economic development and stability.
10. Terms of the MOU will support the respective missions of the City and of OSU.
11. The Joint Advisory Committee set out in this MOU is not authorized to function as a governing body that will make decisions nor is it authorized as a committee to make recommendations to any other governing body.
12. City and OSU do not delegate any general policy or administrative decision-making authority to the Joint Advisory Committee. Any such delegation must be clearly

identified as a delegation and specifically authorized in writing by both Parties through this MOU or a subsequent agreement.

B. Purpose of MOU

The purpose of this MOU is to formalize the efforts that the City and OSU have been engaged in over recent years to:

1. Facilitate communication between entities.
2. Identify issues and opportunities impacting one or both entities that require action.
3. Prioritization of issues and opportunities to be addressed.
4. Assure equitable cost sharing for initiative work.
5. Assure regular reporting to the City and OSU regarding progress being made to successfully address priority initiatives agreed to by City and OSU.
6. Assure that initiatives are completed to satisfaction of both entities.

C. Joint Advisory Committee Formation

1. To fulfill the Parties' intentions and the purposes identified above, the Parties will convene a non-voting Joint Advisory Committee to advise the Parties.
2. City Representation will be: Mayor, Council President, Council Vice President, City Manager, City Attorney (ex officio) and designees assigned by the Mayor with Council concurrence.
3. OSU Representation will be: OSU Vice President for Finance and Administration; OSU Vice President for University Relations and Marketing; OSU Vice Provost for Student Affairs; OSU General Counsel (ex officio); and designees assigned by OSU.

D. Authority of the Joint Advisory Committee

1. Joint Advisory Committee members provide advice to the City and OSU and will meet regularly, but not less than twice per calendar year to conduct the Committee's business.
 - a. Joint Advisory Committee members are not authorized to vote and are not required to come to a consensus about advice to give to the City Manager, or designee, or OSU President, or designee.
2. Joint Advisory Committee will present to the City Manager, or designee, and OSU President, or designee, a recommended two-year set of priority initiatives; action plans, including respective City and OSU roles and responsibilities; and anticipated measurable outcomes. This presentation may include multiple options and the Committee is not required to come to any agreement or consensus about recommendations.
3. Authority to accept these initiatives and action plans rests respectively with City and OSU.
4. The City and OSU will annually agree on what City and OSU staff assistance is required to provide support for the operational activities of the Joint Advisory Committee. Staff

assistance will include support for meetings, including agendas, minutes and meeting location planning and appropriate public notice.

5. Joint Advisory Committee initiatives to be undertaken by City, OSU, or both entities will be presented annually by March 1, or as otherwise agreed upon by the Parties, for approval of implementation to either the City Manager, OSU President, or both.
6. Joint Advisory Committee will present to the City Manager, or designee, and OSU President, or designee, an overall, not-to-exceed budget by March 1, or as otherwise agreed upon by the Parties, of each year.
7. Authority to utilize City resources remains with City Council.
8. Authority to utilize OSU resources remains with OSU.
9. Nothing in this MOU is intended to alter the ability of the City to exercise its authority in Land Use Planning or other regulatory matters. Nothing in this MOU is intended to alter the authority of OSU to make decisions within its authority.

E. Meetings

1. Joint Advisory Committee will annually hold a community meeting to provide updates on its activities and initiatives and report outcomes achieved.
2. Joint Advisory Committee will utilize these meetings to receive public input on these activities, initiatives and outcomes, as well as receive public input on proposed future initiatives.
3. Within 60 days following the community meeting, Joint Advisory Committee will provide an update to the City Manager, or designee, and OSU President, or designee, regarding its activities; progress on initiatives; measurable outcomes; budget expenditures; summary of public input received; and next step priorities.
4. The Joint Advisory Committee meetings are to provide advice to the City Manager, or designee, or OSU President, or designee, on issues to present to the respective policy boards (City Council and OSU) and are therefore not subject to provisions of Oregon's Open Meetings Laws.

F. Term of MOU

This MOU shall serve as a perpetual agreement.

G. Modification and Termination

This MOU can only be modified through a written agreement, clearly identified as an amendment to the MOU, signed by both the City and OSU.

This MOU can be terminated by either the City or OSU within 180 days without cause by written notification to the other Party.

H. General Terms and Conditions

1. Each Party and its employees shall at all times be independent contractors and not employees of the other Party. Nothing in this MOU is intended to, or shall be construed to create a joint venture relationship, a legal partnership, or similar relationship.
2. OSU and City agree that they shall not unlawfully discriminate against any individual on the basis of race, color, sex, religion, age, disability, national origin, sexual orientation, marital status or veteran status and to comply with all applicable anti-discriminatory laws and policies.
3. This MOU shall be governed by and construed under the laws of the State of Oregon, without giving effect to its principles of conflict of laws. The forum for any claim, action or suit arising from or relating to the performance under this MOU is the courts of Benton County, Oregon.
4. In any decisions regarding the operation of this MOU it is the intent of both Parties that the specific provisions of this MOU shall govern.
5. Decisions necessary to implement this MOU that are not covered by the specific provisions of this MOU shall require the written agreement of both Parties. Such written agreement may be provided as intergovernmental agreements. In the event that the Parties do not reach an agreement on a decision or a particular course of action, the matter will be referred to the nonelected chief executive officers of the respective Parties for resolution. Those officers will meet and make a decision regarding this matter. In the event that the Parties are unable to agree, then the issue will be processed in accordance with Section H, Paragraph 6.
6. Disagreement/Mediation: In the event the Parties are unable to agree, as specified in Paragraph 5, either Party may ask to have the matter subjected to mediation.
7. The Parties agree that there are no third party beneficiaries of this MOU.
8. The Parties agree that no monetary compensation will be provided to OSU or City under the terms of this MOU.
9. If either Party is unable to continue the relationship defined herein due to lack of funding, they shall provide written notification of such to Parties involved 30 business days before the designated date of termination.
10. This MOU may be executed in one or more counterparts, each of which shall be deemed an original and shall constitute the same instrument.
11. The Parties anticipate subsequent intergovernmental agreements may be required for the Parties to take action and to accomplish priority initiatives identified by the Joint Advisory Committee. Approval of subsequent intergovernmental agreements will follow the normal process of each Party.

(signatures on following page)

SIGNED:

CITY OF CORVALLIS

By: _____

Date: _____

By: _____

Date: _____

CITY OF CORVALLIS Contact Information:

- office
- fax

OREGON STATE UNIVERSITY

By: _____

Date: _____

By: _____

Date: _____

OSU Contact Information:

- office
- fax