

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement (Agreement) is made by and between the Oregon Judicial Department on behalf of the Fourth Judicial District (OJD) and the city of Portland, Oregon, a municipal corporation (City) on behalf of its Parking Enforcement Division.

I. PURPOSE

The purpose of this Agreement is for OJD to transfer \$150,000 to City for the purchase by City of a handheld electronic parking citation system to facilitate City's enforcement of parking laws by issuing parking citations and the processing and enforcement of parking citations by the Fourth Judicial District.

II. TERM

The Agreement commences upon OJD completion of the reporting required by Chapter 911, Section 3, Oregon Laws 2001, which requires the State Court Administrator to report to the Joint Legislative Committee on Information Management and Technology regarding the manner of issuance of electronic citations, the technological acquisitions necessitated by the use of electronic citations, and the anticipated impact of electronic citations upon OJD. This Agreement shall terminate upon either the transfer of funds as described in Paragraph IV of this Agreement, upon the occurrence of any of the events listed in Paragraph V of this Agreement, or upon June 30, 2003, whichever event first occurs.

III. CITY'S RESPONSIBILITIES

- A. City has investigated and tested handheld electronic-citation systems for use by City's Parking Patrol Deputies under the Electronic Handheld Request for Proposals (#101374) (RFP). Appendix A of the RFP provides the technical requirements for an electronic-citation system to send data electronically to the Fourth Judicial District to permit the e-citation process to be implemented and operated in the circuit court.
- B. If City determines, after investigation and testing, that a handheld electronic-citation system meets the City's technical and financial criteria and meets the requirements of Appendix A for providing e-citation data to the circuit court, City will purchase the handheld electronic-citation system.
- C. Upon City's purchase of a handheld electronic-citation system, City will provide the trial court administrator of the Fourth Judicial District with a copy of City's purchase agreement and will demonstrate that the purchased system meets the requirements set out in Appendix A of the RFP for the transfer of data to the circuit court.

IV. OJD'S RESPONSIBILITIES

- A. Subject to the availability of funds as is further described in Paragraph V.C. of this Agreement, and within 30 days of OJD's receipt of a copy of City's purchase agreement for the purchase of a handheld electronic-citation system and acceptance by the circuit court that the system meets the requirements of Appendix A of the RFP, OJD agrees to pay City \$150,000 from the OJD Parking Collections Account as a contribution toward City's purchase of the handheld electronic-citation system.

- B. OJD will deliver the \$150,000 to the attention of the person designated as City's contact person for the purposes of this Agreement.
- C. If the City purchases a handheld electronic-citation system as contemplated by this Agreement, OJD agrees to enter into negotiations with City regarding City's purchase of maintenance for the handheld electronic-citation system.

V. TERMINATION

- A. This Agreement may be terminated at any time by the written, mutual consent of the parties.
- B. This Agreement may be terminated for either party's convenience by written notice to the other party at least 30 days prior to the effective termination date.
- C. OJD may terminate this Agreement if adequate funding for this purchase from the OJD Parking Collections Account is not obtained and continued or otherwise available or the purchased system is not able to meet the requirements of Appendix A of the RFP for the transfer of data to the circuit court.

VI. INDEMNIFICATION

City and OJD each shall be responsible, to the extent permitted by the Oregon Tort Claims Act (ORS 30.260 through 30.300) only for the acts, omissions, or negligence of its own officers, employees, or agents.

VII. INSURANCE

Each party shall be responsible for providing workers' compensation insurance as required by Oregon law. Neither party shall be required to provide or show proof of any other insurance coverage.

VIII. ADHERENCE TO LAW

Each party shall comply with all federal, state, and local laws and ordinances applicable to this Agreement.

IX. NONDISCRIMINATION

Each party shall comply with all requirements of federal and state civil rights and rehabilitation statutes and local nondiscrimination ordinances.

X. ACCESS TO RECORDS

Each party shall retain and preserve all its books, documents, papers, and records that are directly pertinent to this Agreement for a period of no fewer than three calendar years after the expiration, termination, or completion of performance of this Agreement, whichever occurs later, and each party shall have access to those books, documents, papers, and records for the purposes of auditing, examination, and copying unless otherwise limited by law.

XI. SUBCONTRACTS AND ASSIGNMENTS

Neither party shall subcontract or assign any part of this Agreement without the written consent of the other party.

XII. CONTACTS FOR THIS AGREEMENT

The parties hereby designate the following people as the contacts for work-related information and payment for the purposes of this Agreement. Either party may change the person it designates as contact by written notice to the other party.

For OJD

For City

Doug Bray
Trial Court Administrator
Fourth Judicial District
Multnomah County Courthouse
1021 SW Fourth
Portland, OR 97204
503.988.3957

Anne Larkin, Manager
Parking Enforcement Division
City of Portland
Portland Building
1120 SW Fifth Avenue, Suite 800
Portland, OR 97204
503.823.6830

THIS AGREEMENT IS THE ENTIRE AGREEMENT BETWEEN THE PARTIES, AND IT SUPERSEDES ALL PRIOR UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, WRITTEN OR ORAL, CONCERNING THE SUBJECT MATTER OF THIS AGREEMENT. EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, NO WAIVER, CONSENT, MODIFICATION, OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IT IS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION, OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE FOR THE SPECIFIC PURPOSE GIVEN.

Oregon Judicial Department

City of Portland

By: _____

By: _____

Kingsley W. Click
(printed/typed name)

(printed/typed name)

State Court Administrator
(title)

(title)

Date: _____

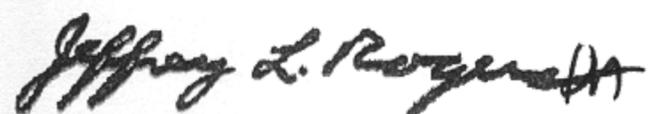
Date: _____

Approved as to Legal Form and Sufficiency:

OJD Legal Counsel Division

Date: _____

APPROVED AS TO FORM



CITY ATTORNEY