



INTERGOVERNMENTAL AGREEMENT
Contract Number 2017167

This is an Agreement between City of Portland (City) and Multnomah County (County).

PURPOSE:

Whereas the Portland Police Bureau (PPB) and the County have traditionally contracted for PPB to assign PPB officers to perform the service of subpoenas; and whereas PPB requires that the assigned PPB officers return to assignments within PPB; and whereas PPB recognizes their continued obligation for service of subpoenas and is willing to partially fund those services, the parties agree as follows; and whereas both parties agree that contract #700066 is hereby terminated by mutual agreement, and is replaced with the current contract;

NOW THEREFORE: The City and County agree as follows:

1. **TERM** The term of this agreement shall be from October 15, 2016 to June 30, 2017. This agreement will be automatically renewed annually for 12 month terms in accordance with the County's fiscal year from July 1 through June 30 until such time as either party elects to terminate the contract as set forth in Section 4 below. Upon each annual renewal, a cost of living adjustment (COLA) shall be applied to the amount PPB agrees to pay the County as specified in Section 2 below.
2. **RESPONSIBILITIES OF CITY OF PORTLAND.**
 - a. The City agrees to partially fund the cost of employing 3.00 Full-time Equivalent (FTE) DA Investigators in the annual amount of \$374,266 for the initial term of this agreement, prorated based upon the actual start dates of the DA Investigators hired by MCDA. The City agrees to continue to partially fund 3.00 FTE DA Investigators in the annual amount of \$374,266 as adjusted as specified in Section 2c for each year hereafter until such time as the agreement is terminated as specified in Section 4 below.
 - b. The City shall pay the sum specified in Section 2.a. above, prorated in Year 1 based on the actual hire dates of the 3.00 FTE DA Investigators, in quarterly installments on the following schedule:

<u>Invoice Date</u>	<u>Due Date</u>
March 15th	April 15th
June 15 th	July 15th
September 15th	October 15th
December 15th	January 15 th

- c. The updated annual amount of the contract will be set as shown in Exhibit A to be equal to the sum of:
 1. the maximum annual salary range of the District Attorney Investigator position as updated annually and published in the *Multnomah County Class Specifications Bulletin* (Salary), and
 2. Salary Related Expenses including PERS and FICA benefits, VEBA, and the Tri-Met payroll tax for Non-Uniformed Regular Employees as updated

annually and published in the annual *Multnomah County Budget Manual* as shown in Exhibit A, and

3. Insurance Benefits for a full-time employee as updated annually and published in the annual *Multnomah County Budget Manual* as shown in Exhibit A.
- d. **RESPONSIBILITIES OF COUNTY.** The County agrees to hire an additional 3.00 FTE DA Investigators. The County agrees to perform PPB's obligation of personal service of subpoenas and agrees to additional ministerial functions historically performed by PPB Investigators.
 - e. **TERMINATION** This agreement may be terminated by either party upon 30 days written notice.
 - f. **INDEMNIFICATION** Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, County shall indemnify, defend and hold harmless the City from and against all liability, loss and costs arising out of or resulting from the acts of County, its officers, employees and agents in the performance of this agreement. Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300 the City shall indemnify, defend and hold harmless County from and against all liability, loss and costs arising out of or resulting from the acts of the City, its officers, employees and agents in the performance of this agreement.
 - g. **INSURANCE** Each party shall each be responsible for providing worker's compensation insurance as required by law. Neither party shall be required to provide or show proof of any other insurance coverage.
 - h. **ADHERENCE TO LAW** Each party shall comply with all federal, state and local laws and ordinances applicable to this agreement.
 - i. **NON-DISCRIMINATION** Each party shall comply with all requirements of federal and state civil rights and rehabilitation statutes and local non-discrimination ordinances.
 - j. **ACCESS TO RECORDS** Each party shall have access to the books, documents and other records of the other which are related to this agreement for the purpose of examination, copying and audit, unless otherwise limited by law.
 - k. **SUBCONTRACTS AND ASSIGNMENT** Neither party will subcontract or assign any part of this agreement without the written consent of the other party.
 - l. **THIS IS THE ENTIRE AGREEMENT** This Agreement constitutes the entire Agreement between the parties. This Agreement may be modified or amended only by the written agreement of the parties.

MULTNOMAH COUNTY, OREGON:

County Chair or Designee:

[Handwritten Signature]

Date:

9/23/2016

Dept Director or Designee:

[Handwritten Signature]

Date:

9/22/16

JENNY M. MADKOUR,
COUNTY ATTORNEY FOR MULTNOMAH COUNTY

By
Assistant County Attorney

Date:

CITY OF PORTLAND:

Signature:

Print Name:

Title:

Date:

APPROVED AS TO FORM

Approved as to form
by:

[Handwritten Signature]

Date:

CITY ATTORNEY

10/2/16

Exhibit A

DA Investigator Contract Amount Calculation Methodology

\$ 76,692.24 Salary

District Attorney Investigator - Maximum Salary Range
Per Multnomah County Class Specification Bulletin

\$ 27,885.30 Salary Related Expenses

36.36%

Non-Uniformed Regular Employees
Per FY2017 Multnomah County Budget Manual Appendix A

\$ 5,176.73 Insurance Benefits

6.75%

Full-time DA employee
Per FY2017 Multnomah County Budget Manual Appendix A

\$ 15,001.00 Flat Rate (Full-Time)

Full-time DA employee
Per FY2017 Multnomah County Budget Manual Appendix A

\$ 20,177.73

\$ 124,755.26 Total per FTE

3.00 FTE

\$ 374,265.79 Full Year 1 Total

70.83% Prorated in year 1 (Assumes start date of 10/15, so 8.5 months)

\$ 265,104.94 Estimated Year 1 Amount*

**Actual amount will depend upon actual hire dates; amount shown for illustrative purposes only*

Appendix A: Cost Element Definitions

Expenditures

60130 Salary Related Expenses

This cost element accounts for permanent employee benefit costs, including PERS and FICA (Social Security) benefits, VEBA and the Tri-Met payroll tax. Questica auto calculates these costs, by doing the following:

1. Determines the employee's bargaining unit and pension category (uniformed or not), and
2. Chooses which of the five rates applies from the table below.
 - **Don't know which rates apply?** Check the employee's labor agreement at multco.us/employee-labor-relations/labor-contracts.
 - **Does the employee get a VEBA?** Add the percent (page 42).
 - 60110 (Overtime) and 60120 (Premium) pay salary related benefits for permanent positions are *manually* calculated and budgeted here.

Calculating benefits for temporary or overtime pay or for limited duration and temporary positions see 60110.

Components of Salary Related Expenses (60130)

For All Departments

	Non-Uniformed					Uniformed				
	FICA *	PERS**	PERS Bond Surcharge	Tri-Met	TOTAL 60130 PCT	FICA *	PERS**	PERS Bond Surcharge	Tri-Met	TOTAL 60130 PCT
Regular ¹ Employees	7.65%	19.72%	8.25%	0.74%	36.36%	7.65%	23.60%	8.25%	0.74%	40.24%
OPSRP Employees	7.65%	14.07%	8.25%	0.74%	30.71%	7.65%	18.18%	8.25%	0.74%	34.82%

* FICA on first \$118,500 of salary is 0.0765; and 0.0145 for wages over \$118,500.

**Includes both the Employer cost and the 6.00% pick-up.

Appendix A: Cost Element Definitions

Expenditures

60140 Insurance Benefits

This cost element accounts for medical, dental, and other insurance coverage for FTE's. Questica auto calculates insurance expense by doing the following:

1. Chooses the appropriate rates (see table below).
2. Adds an amount for medical and dental insurance. The County uses an average rate. The rates are flat amounts are:
 - o \$15,001 for full-time employees
 - o \$11,251 for Local 88 three-quarter time employees
 - o \$8,557 for half-time employees.

Component Pieces of Insurance Benefits (60140) Rates

	Worker's Comp	County		Unemployment	Health/ Benefits			Total 60140 RATE
		Attorney	Liability		Admin*	Retiree Medical	LTD/ STD/ Life	
NOND**	1.00%	1.40%	0.35%	0.25%	1.00%	2.00%	0.75%	6.75%
DA	1.00%	1.40%	0.35%	0.25%	1.00%	2.00%	0.75%	6.75%
DCHS	1.00%	1.40%	0.35%	0.25%	1.00%	2.00%	0.75%	6.75%
Health	1.00%	1.40%	0.85%	0.25%	1.00%	2.00%	0.75%	7.25%
DCJ	1.50%	1.40%	0.35%	0.25%	1.00%	2.00%	0.75%	7.25%
MCSO	2.00%	1.40%	2.10%	0.25%	1.00%	2.00%	0.75%	9.50%
DCM	1.00%	1.40%	0.85%	0.25%	1.00%	2.00%	0.75%	7.25%
DCA	1.00%	1.40%	0.85%	0.25%	1.00%	2.00%	0.75%	7.25%
Library	1.00%	1.40%	0.35%	0.25%	1.00%	2.00%	0.75%	6.75%
DCS	1.50%	1.40%	0.60%	0.25%	1.00%	2.00%	0.75%	7.50%

* Includes Countywide bus pass benefit cost.

** Includes Chair's Office, Commissioner Offices, Auditor, Attorney, CIC, & TSCC

Note: Overtime and Premium pay insurance benefits for permanent positions are *manually* calculated and budgeted here.

60100 Temporary and Limited Duration Employees

This cost element is used to account for the cost of temporary AND limited duration employees. These positions are not auto calculated by Questica and must be manually budgeted in Questica. To estimate the amount to budget for temporary employees, do the following:

1. Document what you anticipate temporary employees will do (the nature of the work, or the project they will be working on).
2. **Document how you determined your budget.** Document your rationale if you base your budget figures on historical/projected usage rather than actual position-by-position calculations.
3. Calculate salary related expenses and insurance amounts for the temporary employees, and record them in 60135 and 60145.

Insurance rates for temporary employees include workers' comp, liability and unemployment. See the *Personnel Rules* for more information.

Notes:

- Temporary employees working at least 600 hours per year will begin receiving retirement benefits after a six-month waiting period. If temps work less than this they are not entitled to retirement benefits.