

INTERGOVERNMENTAL AGREEMENT

**between
The City of Portland
and
City of Salem**

This Intergovernmental Agreement (IGA) is entered into by and between the City of Portland (CITY) acting by and through its Bureau of Police and City of Salem (SALEM).

This IGA is authorized pursuant to ORS 190.110 and becomes effective upon full execution of this document.

PURPOSE

The purpose of this agreement between the City of Salem Police Department and the City of Portland Police Bureau is to provide internal and external security for the World Track and Field Games.

GENERAL PROVISIONS

1. Effective Date and Duration. This IGA is effective on February 1, 2016 or the date of execution by both parties. Costs may be incurred from the date of last signature. Unless earlier terminated or extended, this IGA shall expire on June 30, 2016.
2. Responsibilities of CITY. The CITY agrees to pay SALEM an amount not to exceed \$30,000 for services provided under this agreement as described in the Statement of the Work.
3. Responsibilities of SALEM. SALEM agrees to provide services as described below in the Statement of Work:

City of Salem Police Department shall provide internal and external security for the IAAF World track and field games including:

- a. Provide a uniform presence on the morning session of Mar 18, 2016 0800-1700 hours at the Oregon Convention Center
 - b. Provide crowd management and control in and around the event during the above said time and location
 - c. Enforce federal and state laws to maintain order within and around the area surrounding the event
4. Project Representatives. Each party has designated a project manager to be the formal representative for this project. All reports, notices, and other communications required under or related to this IGA shall be directed to the appropriate individual.

Portland Police Bureau

Project Manager: Capt. Mathew Wagenknecht

Organization: City of Portland

Bureau of Police

Address:

449 NE Emerson Street
Portland, OR 97211

Phone: 503-823-4295

Email: Mathew.Wagenknecht@portlandoregon.gov

City of Salem

Project Manager: Chief Jerry Moore

Organization: City of Salem

Police Department

Address:

Phone:

Email:

5. IGA Documents. This IGA consists of the following documents, which are listed in descending order of precedence: This IGA less all Attachments, and Attachment A, Payment Schedule. All Attachments are hereby incorporated for reference.
6. Amendments. The terms of this IGA shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties.
7. Project Manager. The CITY's Project Manager for this project is Capt. Mathew Wagenknecht. The Project Manager shall have the authority to extend the term of the agreement or make other no cost changes to the contract that does not increase the CITY's risk. The Project Manager also is authorized to approve work and billings hereunder, to give notices referred to herein, to terminate this agreement as provided herein, and to carry out all other CITY actions referred to herein.
8. Termination. This agreement may be terminated by either party on 30 days written notice of such termination to the other party.
9. Payment on Early Termination. In the event of termination, CITY shall pay SALEM for work performed in accordance with the agreement prior to the termination date.
10. No Third-Party Beneficiary. Except as set forth herein, this Agreement is between the parties and creates no third-party beneficiaries. Nothing in this Agreement gives or shall be construed to give or provide any benefit, direct, indirect or otherwise to third-parties.
11. Conflict of Interest. No CITY officer or employee, during his or her tenure or for one year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. No CITY officer or employees who participated in the award of this Agreement shall be employed by SALEM on this project during the period of the Agreement.
12. Non-assignment. This Agreement shall not be assigned or transferred to another party without the express written consent of CITY's Project Manager.

13. Funds Available and Authorized. CITY certifies that at the time the IGA is written that sufficient funds are available and authorized for expenditure to finance costs of this IGA within CITY's current appropriation and limitation. Both parties understand and agree that payment of amounts under this IGA attributable to work performed after the last date of the current budget period is contingent on CITY receiving appropriations, limitations, or other expenditure authority.
14. Captions. The captions or headings in this IGA are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this IGA.
15. Choice of Venue. Oregon law, without reference to any of its conflict of law provisions, shall govern this IGA and all rights, obligations and disputes arising out of the IGA. Venue for all disputes and litigation shall be in City of Salem, Oregon.
16. Severability/Survival. If any of the provisions contained in this IGA are held unconstitutional or unenforceable, the enforceability of the remaining provisions shall not be impaired. All provisions concerning the limitation of liability, indemnity, and conflicts of interest shall survive the termination of this IGA for any cause.
17. Access to Records. Both parties and their duly authorized representatives shall have access to the books, documents, papers, and records which are directly pertinent to the specific IGA for the purpose of making audit, examination, excerpts, and transcript and determining payment.
18. Compliance with Applicable Law. Both parties shall comply with all applicable federal, state, and local laws, regulations, executive orders and ordinances related to work performed or actions under this intergovernmental agreement.
19. Contribution. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against SALEM or CITY with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which SALEM is jointly liable with CITY (or would be if joined in the Third Party Claim), SALEM shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by CITY in such proportion as is appropriate to reflect the relative fault of SALEM on the one hand and of CITY on the

other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of SALEM on the one hand and of CITY on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. SALEM's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if SALEM had sole liability in the proceeding.

With respect to a Third Party Claim for which CITY is jointly liable with SALEM (or would be if joined in the Third Party Claim), CITY shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by SALEM in such proportion as is appropriate to reflect the relative fault of CITY on the one hand and of SALEM on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of CITY on the one hand and of SALEM on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. CITY's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

20. Insurance. Each party shall 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.
21. Merger Clause. This IGA constitutes the entire agreement between the parties. No waiver, consent, modification or change of terms of this IGA 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 IGA.

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CITY

SALEM

By:

_____ Date: _____

Charlie Hales

Mayor

Signature: _____ Date: _____

Name: _____

Title: _____

Approved as to form:

By:

_____ Date: _____

City Attorney

Attachment A

Payment Schedule

Hourly Rate	Rank
\$ 78.96	Officer/Deputy
\$ 105.66	Sergeant
\$ 100.33	Lieutenant