



INTERGOVERNMENTAL AGREEMENT
between
The CITY
and
Clackamas County

This Intergovernmental Agreement (IGA) is entered into by and between the City of Portland (CITY) acting by and through its Bureau of Police and Clackamas County by and through its Sheriff's Office (COUNTY).

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

PURPOSE

The purpose of this agreement is to provide funding for overtime costs to ensure that investigators and reconstructionists are available to respond for after-hours and weekend call-outs for fatal and prosecutable crash scenes within the CITY, when PPB reconstructionists are not available, or when a high-profile CITY employee is involved in a serious crash and an objective investigation is needed to be conducted by an outside agency.

GENERAL PROVISIONS

1. Effective Date and Duration. This IGA is effective on October 15, 2015. Unless earlier terminated or extended, this IGA shall expire on June 30, 2021.
2. Responsibilities of CITY. The CITY agrees to pay COUNTY an amount not to exceed \$60,000 for services provided under this IGA as described in Section 4, Statement of Work.

The CITY agrees to pay COUNTY for the cost of overtime expenses for Fiscal Year 2016 per the rates attached as Exhibit A.

Future rate changes shall be added through amendments to this intergovernmental agreement.

3. Responsibilities of COUNTY. COUNTY agrees to provide services as described below in Section 4, Statement of Work.
4. The Statement of Work.

COUNTY shall provide the following services:

- a. Respond to Major Crash Team call-outs.

- b. Provide specially trained crash scene reconstructionists to scan, measure and analyze the scene, and if possible determine causation.
 - c. Respond during after hour and weekend call-outs.
 - d. Be able to respond to any area of the City within 45 minutes of notification.
 - e. Provide reports as necessary, which document work done.
 - f. Ability to provide debrief presentations to CITY members as needed.
 - g. Ability to testify in court regarding cases investigated.
5. 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: Sgt. David Abrahamson
 Organization: CITY
 Bureau of Police
 Address:

Phone: 503-823-2151

Fax:

Email:

David.Abrahamson@portlandoregon.gov

Clackamas County

Sergeant John Naccarato 503-209-0447

Clackamas County Sheriff's Office

Johnnac@co.clackamas.or.us

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 Sgt. David Abrahamson. The Project Manager shall have the authority to extend the term of the agreement and to update the pay rates. 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 COUNTY 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 COUNTY 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 Multnomah County, 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.
 - a. Notwithstanding any other term of this agreement, CITY's and COUNTY's obligations under this IGA are subject to the limitations and conditions of the Oregon Public Records Law ORS 192.410-192.505.
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 COUNTY 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 COUNTY is jointly liable with CITY (or would be if joined in the Third Party Claim), COUNTY 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 COUNTY 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 COUNTY 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. COUNTY'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 COUNTY had sole liability in the proceeding.

With respect to a Third Party Claim for which CITY is jointly liable with COUNTY (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 COUNTY in such proportion as is appropriate to reflect the relative fault of CITY on the one hand and of COUNTY 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 COUNTY 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.

CITY**COUNTY**

By:

Date: _____

Charlie Hales

Mayor

Signature: _____ Date: _____

Name: _____

Title: _____

Approved as to form:

By:

Date: _____

City Attorney

Exhibit A

Fiscal Year 2016

Hourly Rate	Rank
\$ 92.17	Deputy
\$ 110.81	Sergeant
\$ 154.97	Lieutenant

Fiscal Year 2017

Hourly Rate	Rank
\$ TBD	Deputy
\$ TBD	Sergeant
\$ TBD	Lieutenant

Fiscal Year 2018

Hourly Rate	Rank
\$ TBD	Deputy
\$ TBD	Sergeant
\$ TBD	Lieutenant