

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
CITY OF PORTLAND  
AND  
LOCAL GOVERNMENT PERSONNEL INSTITUTE  
AGREEMENT FOR CONSULTANT SERVICES AND ADVICE**

This Agreement dated this 15<sup>th</sup> day of December, 2008 ("Agreement"), is made and entered into by and between the City of Portland, City Attorney's Office ("City") and Local Government Personnel Institute ("LGPI"). Individually, either the City or LGPI may be referenced as a "party" and collectively as the "parties."

**RECITALS:**

- A. The City is in need of consultation, advice, consultation and legal services relating to collective bargaining negotiations with the Portland Fire Fighters Association, Portland Police Association, and Portland Police Commanding Officers Association.
- B. LGPI has on its staff employees who can provide the services that the City requires.
- C. LGPI desires to and agrees to perform services under the terms and conditions set forth in this Agreement.
- D. The City wishes to enter into an Intergovernmental Agreement with LGPI for the needed professional services with specialized skill in collective bargaining and interest arbitrations.

**AGREEMENT:**

**I. Assignment of Work**

- A. Provide expert services and representation to the City of Portland regarding collective bargaining negotiations with the Portland Fire and Police unions, including services shown in more detail in Exhibit 1. These services include but are not limited to:

Phase I - Determination of Comparator Agencies (Arbitration Precedence Research/ Review; research/collect agency data (archives from prior negotiations and updates – assume 7 cities each); determine minimum agency match requirements; compile/prepare data tables; and apply match requirements to set appropriate comparators).

Phase II - Determine Data to be Collected from Comparator Agencies (Locate/review contact information in archive materials; determine methodology to be used in analysis; and determine data needed).

Phase III - Analysis of National Labor Market Position (Collect data and load data).

Phase IV- Analysis of Local Labor Market Position (Collect data and load data).

Phase V - Arbitration (Development of Resource Notebooks; development of exhibits; and prepare and attend hearing(s) as it relates to Phase I-IV).

- B. The City will provide LGPI a copy of any applicable City policies and procedures. LGPI will contact the City if it has any questions about those policies and procedures.
- C. LGPI will hold all work in strict confidence.
- D. The City may determine that it will have some or all of the services performed by its own employees or by other outside contractors.

## **II. Term**

- A. This agreement shall commence on December 15, 2008 and shall continue through the ratification of successor agreements to PFFA, PPA, and PPCOA labor contracts set to expire June 30, 2010.
- B. This agreement may be extended for any additional period of time, not exceeding five (5) years, or until December 15, 2013. If extended, the extension shall be done by a written amendment to this agreement signed on behalf of the City by the City Attorney.
- C. Either party may terminate this agreement upon giving 30 days written notice to the other party. For purposes of termination, the notice shall be given to the City Attorney, and for LGPI, the Executive Director. Upon termination, the City shall pay LGPI for any outstanding invoices incurred during the term of this Agreement.

## **III. PAYMENT**

- A. The City may pay LGPI at an amount not to exceed \$50,000.00. Should services be required in an amount greater than \$50,000, the City Attorney is authorized to amend this contract up to 25% of the original amount.
- B. Recorded hours will be invoiced to the City monthly and directed to the City Attorney's Office. The FY 08-09 hourly rate for consultant work will be invoiced at a rate not to exceed \$130 per hour for consultant services, \$45 per hour for clerical work and \$80 per hour for travel time, plus reimbursement of reasonable expenses. The work for Phase V will be invoiced at a rate not to exceed \$160 per hour, all rates dependent on the City of Portland continuing its membership with LGPI. Appropriate travel and general expenses will be included in all invoices, and shall be approved by the City Attorney prior to payment. The City shall make payment on all invoices received in support of this agreement on a Net 30 Day basis. Should the LGPI Board make an increase to member rates in its Fiscal Year 2009-10 budget, is agreed that the City and LGPI will meet to review and negotiate any increased costs.

## **IV. MISCELLANEOUS PROVISIONS**

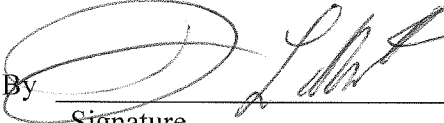
- A. Liability: LGPI is subject to the provision of *ORS 30.260 through 30.300* for its tort liabilities, including personal injury and property damage. The limits of liability, as

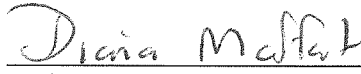
established by *ORS 31.270*, are \$100,000 for bodily injury, \$50,000 for property damage, and \$500,000 combined total for a single occurrence.

- B. Insurance: LGPI shall secure at its own expense and keep in effect during the term of this Agreement commercial general liability (CGL) insurance with a minimum limit of \$1,000,000 per occurrence, plus \$1,000,000 annual aggregate. Insurance policies, which cannot be excess to a self-insurance program, are to be issued by an insurance company authorized to do business in the State of Oregon, and must also have an A.M. Best rating of A or better.
- C. Indemnification: LGPI will indemnify, defend, and hold harmless the City of Portland, its officers, employees and agents from any and all claims, losses, damages, attorney fees, costs and liabilities arising out of the acts or omissions of LGPI to the extent permitted by Oregon law. Similarly, City will indemnify, defend and hold harmless LGPI, its officers, employees and agents from any an all claims, losses, damages, attorney fees, costs and liabilities arising out of the acts or omissions of its employees and agents to the extent permitted by Oregon law.
- D. Professional Standards; Malpractice Insurance: LGPI represents and warrants that all attorneys are duly licensed in the State of Oregon, and that the professional services provided by attorneys under this Agreement shall be provided at all times in accordance with applicable ethical standards, laws and regulations applying to the legal profession. LGPI agrees all attorneys will maintain such license or registration as current during the term of this Agreement. Attorneys are covered by LGPI's insurance plan, while performing services for the City, when acting within the scope of her assignment by LGPI.
- E. Confidential Information: LGPI acknowledges that by reason of this Agreement, LGPI will have access to the City's information and materials which may be confidential, and which may be subject to privileges recognized by Oregon law. LGPI agrees that it shall not use such information in any way, except as may be required in connection with this Agreement, or disclose to a third party any confidential information of the City.
- F. Entire Agreement: The parties agree that this agreement is the entire agreement between them, and that no other promises have been made by either party, either express or implied that are not contained herein.
- G. Governing Law: The parties agree that this agreement shall be construed according the law of the State of Oregon without reference to its choice of law provisions.
- H. Amendment: The parties agree that this agreement shall not be amended, unless such amendment is in writing and signed by both parties and approved by the City Attorney's office. Any and all amendments may have to be approved by the City Council in order to be legally binding on City.
- I. Successors in Interest: The terms of this agreement shall be binding upon the successors and assigns of each party hereto, to the extent that City consents to any assigned.
- J. Third Party Beneficiaries: The parties agree that the execution of this IGA is not intended to, nor does it create, any third party beneficiary rights in any person.
- K. Assignment: This Agreement or any interest therein shall not be assigned or subcontracted to any other person or entity without the prior written consent of the other party.

- L. Survival: The respective obligations of the City and LGPI under these terms and conditions, which by their nature would continue beyond the termination, cancellation, or expiration hereof, including but not limited to the confidentiality provisions of Paragraph III.E shall survive termination, cancellation, or expiration of this agreement.

**Local Government Personnel Institute:**

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Title \_\_\_\_\_  
Date \_\_\_\_\_