

INTERGOVERNMENTAL AGREEMENT

This intergovernmental agreement (“Agreement”) is entered into by and between the City of Tigard, an Oregon municipal corporation (“Tigard”), and the City of Tualatin, an Oregon municipal corporation (“Tualatin”), jointly referred to as the Parties.

Recitals

1. Tualatin has an employee with expertise in management and administration of a municipal court and Tigard is in need of such experience.
2. Tualatin agrees to share its employee with Tigard to make recommendations regarding Tigard’s municipal court, subject to the terms and conditions in this Agreement.

Agreement

The Parties agree as follows:

- A. Responsibilities of the Parties.
 1. Tualatin Responsibilities. As further set forth in Exhibit A, Tualatin will provide an employee to Tigard to make recommendations regarding the Tigard Municipal Court.
 2. Tigard Responsibilities. As further set forth in Exhibit A, Tigard will provide the Tualatin employee with access, supplies and support necessary to adequately perform the functions under this Agreement.
- B. Compensation. Tualatin will provide a monthly invoice to Tigard that shows charges incurred by employee at the applicable hourly rate of \$60.
- C. Term of Agreement. This Agreement is effective February 3, 2022 and will continue until June 30, 2022 unless otherwise amended or terminated.
- D. Dispute Resolution. The Parties will attempt to informally resolve any dispute concerning any Party’s performance or decisions under this Agreement, or regarding the terms, conditions or meaning of this Agreement. The Parties agree that in the event of an impasse in the resolution of any dispute, the issue will be submitted to the City Manager for each Party for recommendation or resolution. If resolution cannot be reached, a neutral third party may be used if the Parties agree to facilitate these negotiations.
- E. Modification of Agreement. No waiver, consent, modification or change of terms of this Agreement shall be binding unless in writing and signed by both Parties.
- F. Termination.
 1. Termination for Convenience. This Agreement may be terminated, with or without cause and at any time, by a Party providing 10 days’ written notice of intent to the other Party.

2. Termination for Cause. Termination for cause. Either party may terminate this Agreement, in whole or in part, immediately upon notice, or at such later date as may be established in such a notice, to the other party upon the occurrence of the following events: One party commits any material breach or default of any covenant, warranty, obligation, certification or agreement under this Agreement, fails to perform the work or services under this Agreement within the time specified herein or any extension thereof, or so fails to pursue the work or services as to endanger the performance under this Agreement in accordance with its terms.
- G. Indemnification. This Agreement is for the benefit of the Parties only. Except as provided in Exhibit A, each Party agrees to indemnify and hold harmless the other Party, and its officers, employees, and agents, from and against all claims, demands and causes of actions and suits of any kind or nature for personal injury, death or damage to property on account of or arising out of services performed, the omissions of services or in any way resulting from the negligent or wrongful acts or omissions of the indemnifying party and its officers, employees and agents. To the extent applicable, the above indemnification is subject to and shall not exceed the limits of liability of the Oregon Tort Claims Act (ORS 30.260 through 30.300). In addition, each Party shall be solely responsible for any contract claims, delay damages or similar items arising from or caused by the action or inaction of the Parties under this Agreement.
- H. Notice. Except as otherwise expressly provided in this Agreement, any communications between the parties or notices to be given must be given in writing by personal delivery or mailing with postage prepaid to Tigard or Tualatin at the address set forth below. Any communication or notice so addressed and mailed will be deemed to be given five (5) days after mailing. Any communication or notice by personal delivery will be deemed to be given when actually delivered.
- For the City of Tigard**
Emily Oberdorfer, Municipal Court Judge
13125 SW Hall Blvd.
Tigard, OR 97223
503-718-2640
judgeeo@tigard-or.gov
- For the City of Tualatin**
Don Hudson, Assistant City Manager
18880 SW Martinazzi Avenue
Tualatin, OR 97062
503-691-3050
dhudson@tualatin.gov
- I. Independent Contractor. Except as provided in Exhibit A, each party is an independent contractor with regard to each other party and agrees that the performing party has no control over the work or the manner in which it is performed. Except as provided in Exhibit A, nothing herein is intended, nor may it be construed, to create between the parties any relationship of

principal and agent, partnership, joint venture or any similar relationship, and each party hereby specifically disclaims any such relationship

- J. Insurance. Each Party agrees to maintain insurance levels or self-insurance in accordance with ORS 30.282, for the duration of this Agreement at levels necessary to protect against public body liability as specified in ORS 30.269 through 30.274.
- K. Compliance with Law. Each Party agrees to comply with all applicable local, state, and federal ordinances, statutes, laws, and regulations.
- L. Counterparts. This Agreement may be executed in two or more counterparts, each of which constitutes an original, but all of which together will constitute one and the same instrument.

| CITY OF TIGARD | CITY OF TUALATIN |
|------------------------------|------------------|
| Signed: <i>Emily Tritsch</i> | Signed: _____ |
| Name: Emily Tritsch | Name: _____ |
| Its: Assistant City Manager | Its: _____ |
| Date: Feb 2, 2022 | Date: _____ |

EXHIBIT A

**TIGARD MUNICIPAL COURT OPERATIONS REVIEW
SERVICES TO BE PROVIDED**

PROJECT INTRODUCTION

The Tigard Municipal Court has almost tripled the number of citations issued since implementing photo radar and red light. The Court is dedicated to processing cases quickly and accurately as well as providing thoughtful customer service and creating a respectful and well-functioning work environment. To help us meet those goals we need to review and update standard operating procedures (SOP) which guide our in-office procedures and to review workflow to determine assignments and rotations fairly. We are seeking assistance from the Tualatin Municipal Court with this process.

SCOPE OF WORK

1. Standard Operating Procedure Review:

Cortney Kammerer, Tualatin Municipal Court Administrator (“Employee”), will be assigned by Tualatin to review and become familiar with Tigard Municipal Court’s current SOPs. This will include meeting with the clerks and judge. Output: Recommended changes and updates to procedures while ensuring retention requirements and other statutory guidelines are met.

2. Workflow Review

Employee will become familiar with specific job tasks of current Court Clerks. Output: Recommended workflow and recommended task distribution, including appropriate combining of tasks assigned to an individual Court Clerk. A recommended rotation of tasks will be included.

3. Training Guidance

Output: An outline of what should be included in a procedures manual aid in getting future clerks quickly and accurately trained, and provide guidance to current staff when being assigned a new task

4. Background check

Employee has CJIS and LEDs clearance.

5. Timeline

- a. Employee will coordinate with the Tigard Municipal Court Judge on timelines and estimated hours to complete each task.

- b. Employee will coordinate a schedule with the Judge that will work for both parties, recognizing that her primary responsibility is to the Tualatin Municipal Court and its operation.

EMPLOYEE AS AGENT OF TIGARD

Tigard designates Employee as an agent of the City of Tigard when acting in any capacity pursuant to this Agreement. As an agent of the City of Tigard, the Employee will have the full protections of the Oregon Tort Claims Act, including but not limited to the defense and indemnification provisions of that law. Tigard agrees to defend and indemnify Employee when acting pursuant to this Agreement as it relates to other claims not covered by the Oregon Tort Claims Act, including but not limited to any administrative proceedings or contractual disputes with third parties.