

CITY OF SALEM AND CITY OF BEND  
EVIDENCE AUDIT

2020 INTERGOVERNMENTAL  
AGREEMENT FOR EVIDENCE AUDIT FOR BEND POLICE DEPARTMENT

This Intergovernmental Agreement (IGA) is between City of Salem (Salem) and the City of Bend (Bend), both of which are Oregon municipal corporations.

Recitals

1. Bend and Salem both have police departments that are responsible for evidence collection, storage, and other policies and procedures.
2. Bend has recently had turnover in the department with the resignation of the Evidence Lead position.
3. Bend would like to have its evidence policies, practices, procedures, and systems audited in conjunction with the onboarding of the new Evidence Lead position. Bend would like an audit done of their evidence policies, practices, procedures, and systems. Salem has a well-qualified employee who can perform these services.
4. Salem currently employs Darci VandenHoek (“VandenHoek”) as a Property and Evidence Supervisor. Salem believes that VandenHoek has capacity to take on additional work of the same time she is performing for Salem, in a limited capacity, for Bend. VandenHoek has the expertise, skill, and specialized knowledge to provide evidence program support for Bend, as described in this Agreement.

Now, therefore, the Parties agree as follows:

Terms of Agreement

- 1) Term. This IGA will commence upon the final signature and, unless earlier terminated or extended by mutual written agreement in accordance with this Agreement, will expire on December 31, 2020.
- 2) Services.
  - a) Salem will allow VandenHoek to conduct an audit at the Bend Police Department located at 555 NE 15<sup>th</sup> Street, Bend, OR 97701. VandenHoek at all times will remain an employee of Salem and not of Bend. However, while performing services for Bend, VandenHoek will report to the Bend Police Chief, or his designee. The services Salem will provide to Bend through VandenHoek are equivalent to the services provided by a Property and Evidence Supervisor. Both

parties expect VandenHoek to exercise appropriate professional skill, specialized knowledge and technical skill when performing property and evidence services for Bend.

- b) The services to be provided include:
  - A. A 100% audit of the vault located in Bend's evidence department.
  - B. An audit of a representative sample of all evidence located outside the vault.
  - C. An audit of Bend's evidence department's policies, practices, procedures, and systems.
  - D. A written report of findings and recommendations for best practices and standard operation procedures for booking, disposition, storage and workflow process.
- c) The days and times VandenHoek performs services for Bend shall be set by mutual agreement by the Parties. It is understood that VandenHoek will be physically present at the Bend Police Department for at least three business days.

### 3) Payment

- a) Salem agrees to pay VandenHoek's salary and benefits in accordance with her position for three business days. VandenHoek shall remain an employee of Salem and Salem shall be responsible for any and all benefits due to VandenHoek, including but not limited to vacation and sick leave, health, dental, retirement, life, workers compensation and disability benefits.
- b) Bend agrees to pay Salem the following:
  - A. Mileage in accordance with the Federal Mileage Rates of 57.5 cents per mile.
  - B. Lodging in accordance with Deschutes County Per Diem rate. Current Deschutes County Per Diems for August 2020 is \$161 a night.
  - C. Per Diem in accordance with Deschutes County Per Diem rate. Current Deschutes County Per Diems for August 2020 is \$61 a day.
  - D. \$75 an hour for onsite services beyond the initial three days. Total cost not to exceed \$2,400.
  - E. \$75 an hour for offsite services in relation to audit reporting. Total cost not to exceed \$2,400.
- c) Salem will invoice Bend for the agreed amounts and will provide documentation for travel expenses that is satisfactory to the City to support mileage and lodging requests. In the case of lodging, a detailed statement of charges must be submitted with the request for reimbursement. Invoices will be directed to the City of Bend, Attention: Accounts Payable, P.O. Box 1458, Bend, Oregon 97709. Invoices may be emailed to: [ap@bendoregon.gov](mailto:ap@bendoregon.gov). If an invoice is delivered on a non-business day, the invoice shall be considered received on the next day the City's Finance Department is open for business.
- d) Following is an example of expenses that shall not be paid for by the City:
  - A. meals or lodging accommodations for family
  - B. trip or rental car insurance
  - C. any other personal expenditures, including those for entertainment

- D. traffic citations or parking tickets
  - e) Bend will make payment to Salem within 30 days of invoice date, to the following address:
    - 555 Liberty St. Room 130
    - Salem, OR 97301
  - f) Salem will make payment to VandenHoek.
5. Amendment. This Agreement may be amended by mutual written agreement of the parties.
  6. Termination. Bend may terminate this Agreement at any time by providing written notice to Salem. Salem may terminate this Agreement at any time by providing at least 30 days' written notice to Bend. The parties agree to terminate this agreement if VandenHoek is unwilling or unable to continue to provide services to Bend. Upon termination, Salem shall invoice Bend for any amounts that accrued prior to termination and Bend shall make payment for undisputed amounts as provided in this Agreement.
  7. Legal Effect. If for any reason a court or administrative agency determines that VandenHoek is an employee of Bend, contrary to the intention and understanding of the parties, the parties agree that Vandenhoek's position would be as Records and Evidence Program Manager - Police, which is an at-will, salaried, overtime exempt position, and that the position may be terminated at any time, with or without cause, and with or without notice.
  8. Entire Agreement. This Agreement contains the entire understanding of the parties regarding the subject matter of the Agreement and supersedes all prior and contemporaneous agreements or understandings, whether written or oral, between the parties concerning the subject matter of this Agreement.
  9. Indemnification. Bend shall forever defend, indemnify, and hold Salem, its officers, agents, employees and volunteers harmless against all liability, claims, losses, demands, suits, fees (including reasonable attorney's fees) and judgments (collectively known as 'claims') that may be based on, arise out of, pertain to, or occur through, any act or omission sustained in connection with the performance of this Agreement or by conditions created thereby or based upon violation of any statute, ordinance or regulation. The indemnification required by this section shall not apply to claims caused by the sole negligence or willful misconduct of Salem, its officers, agents, employees and volunteers. Additionally, the indemnification required by this section shall not apply to claims based solely on events which occur during VandenHoek's vehicle trips connected with the performance of this Agreement unless the claim results from the sole negligence or willful misconduct of Bend, its officers, agents, employees and volunteers.

10. No Joint Venture. Neither party is, by virtue of this Agreement, a partner or joint venture with the other in connection with activities carried out under this Agreement, and neither party shall have any obligation with respect to the other's debts or any other liabilities of any kind or nature except as specifically provided in this IGA.

11. Governing Law. This IGA shall be governed by Oregon Law.

12. Counterparts. This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Agreement so executed shall constitute an original.

CITY OF BEND

CITY OF SALEM

\_\_\_\_\_  
Eric King, City Manager

\_\_\_\_\_  
Steve Powers, City Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

Approved as to form:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
City Attorney

Acceptance:

I have reviewed this IGA and understand how it affects me. I agree that, acting as an employee of the City of Salem, I can and will provide property and evidence support to the City of Bend as described in this IGA.

\_\_\_\_\_  
Darci VandenHoek