

INTERGOVERNMENTAL AGREEMENT

Between Klamath County

and

Pension Plan for Employees of Klamath County

WHEREAS, the Pension Plan for Employees of Klamath County “Pension Trust” was originally effective February 1, 1967, and

WHEREAS, this Intergovernmental Agreement authorized by ORS 190.010 continues services provided by Klamath County to their departments and employees in exchange for the continued payment of service charges, charges for services and administrative fees by Pension Trust, and

WHEREAS, the Klamath County Board of Commissioners is the Pension Trust Board of Trustees,

NOW, THEREFORE, IT IS HEREBY AGREED:

1. **BUSINESS:** Pension Trust business will be conducted at the regularly scheduled meeting of the Board of County Commissioners and will be identified on the agenda as Pension Trust business by the Pension Trust Board of Trustees as required.
2. **TERM:** This Agreement shall be in effect on the date of final signature and continue until June 30, 2022. This Agreement may be renewed for additional five (5) year terms.
3. **COMPENSATION:**
 - 3.1 Pension Trust agrees to pay administration fees to Klamath County in the amount agreed upon during Klamath County’s budget cycle of each fiscal year. Payments will be made monthly or as billed during the term of this agreement by the County.
 - 3.2 Pension Trust agrees to pay other charges for service fees to Klamath County for costs associated with providing services to the Pension Trust at Klamath County’s then current rates.
4. **DIRECTOR:** The Klamath County Human Resources Director shall be the Plan Administrator of the Pension Trust. The Human Resources Director shall receive no additional compensation for serving as the Pension Trust Administrator.
5. **FINANCE DIRECTOR:** The Klamath County Finance Director shall be available to the Pension Trust Board of Trustees to provide investment related advice in conjunction with the third party investment advisors and serve as the fiscal manager. The Finance Director shall receive no additional compensation for this service.
6. **KLAMATH COUNTY AGREES TO PROVIDE:**
 - 6.1 Payroll, accounts payable, contract assistance, accounting, and budget services through the Human Resources and Finance Offices.
 - 6.2 Office supplies, copying, mail handling, and postage through the Human Resources Office.
 - 6.3 Administrative, legal services, and support through the Human Resources, County Counsel, and Board of County Commissioners Offices.
 - 6.4 Note that personnel costs are not applicable currently as the Pension Trust has no employees.

7. KLAMATH COUNTY PENSION TRUST AGREES TO:

7.1 Reimburse the County for materials and labor for these services through administrative and charges for services. The annual fees for administration costs will be established yearly during the budget process as applicable. The fees for charges for services will be based on material and labor charges as determined by Klamath County.

7.2 Pension Trust and its employees hereby adopt the Klamath County Personnel Policies and Procedures, Travel Policy, and Contracting Policies and Procedures, if applicable.

8. AUTHORITY:

8.1 The Pension Trust Administrator of the Pension Trust shall have the same authority as the Director of Human Resources to make purchases and encumber Pension Trust funds in order to conduct Pension Trust business.

8.2 The Pension Trust Administrator of the Pension Trust shall have the authority to manage and invest Pension Trust funds in the market.

9. AMENDMENTS: This Agreement and any amendments to this Agreement shall be in writing and will not be effective until approved by the Klamath County Board of Commissioners.

10. TERMINATION: This Agreement may be cancelled by either party by providing thirty (30) days written notice.

11. CONSTRAINTS: Pension Trust agrees to defend, indemnify and save County, its agents, officers and employees harmless from any and all losses, claims, actions, costs, expenses, judgments, subrogation or other damages resulting from injury to any person (including injury resulting in death), or damage (including loss or destruction) to property, arising or resulting from the fault, negligence, wrongful act or wrongful omission of Pension Trust or its agents or employees.

DONE AND DATED THIS _____ day of _____, 2016.

**KLAMATH COUNTY
BOARD OF COUNTY COMMISSIONERS**

**PENSION TRUST
BOARD OF TRUSTEES**

Chairman

Director

Commissioner

Director

Commissioner

Director

Approved as to form and
Legal Sufficiency:

Mika N. Blain
County Counsel