

**MULTNOMAH COUNTY DISTRICT ATTORNEY'S
OFFICE AND CITY OF PORTLAND POLICE DEPARTMENT
INTERGOVERNMENT AGREEMENT
CONTRACT NO. 4600005419**

CITY CONTRACT NO. C52562

COPY

This is an Agreement between City of Portland, though it is Portland Police Bureau (City) and Multnomah County District Attorney's Office (County), pursuant to authority granted in ORS Chapter 190.

PURPOSE:

The purpose of this agreement is to provide three full-time investigators assigned to Multnomah County District Attorney's Office. The investigators will be responsible to perform duties directly and indirectly related to the prosecution of crimes within Multnomah County District Attorney's Office jurisdiction.

The parties agree as follows:

1. **TERM** The term of this agreement shall be from July 01, 2005 to June 30, 2006. This agreement may be renewed at the beginning of each fiscal year.
2. **RESPONSIBILITIES OF PORTLAND POLICE BUREAU (PPB).** PPB agrees to provide three full-time investigators assigned to MCDA office. Duties shall include but are not limited to: Conduct investigations of cases and grand jury matters; serve subpoenas personally; locate witnesses; prepare diagrams and court exhibits; take photographs of crime scenes and perform assignments from Deputy District Attorneys and Management staff. PPB shall have administrative authority for the establishment of standards and performance of the investigators assigned to MCDA.
3. **RESPONSIBILITIES OF MULTNOMAH COUNTY DISTRICT ATTORNEY'S OFFICE (MCDA).** MCDA agrees to pay Portland Police Bureau for 7.3 hours of overtime for each of the three investigators per pay period. MCDA shall have administrative authority of directing the investigative tasks assigned to PPB investigators in the MCDA positions. PPB investigators will report directly to the MCDA Chief Investigators. MCDA shall provide adequate workspace and assign each investigator a county car to perform his or her duties. In the event of a dispute between the parties as to the extent and the nature of the duties and function of the PPB investigators assigned to MCDA, the Chief of Portland Police Bureau and District Attorney or their delegated representative shall make the resolution.
4. **TERMINATION** This agreement may be terminated by either party upon 30 day's written notice.
5. **INDEMNIFICATION** Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, County shall indemnify, defend and hold harmless City from and against all liability, loss and costs arising out of or resulting from the acts of County, its officers, employees and agents in the performance of this agreement. Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300 City shall indemnify, defend and hold harmless County from and against all liability, loss and costs arising out of or

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resulting from the acts of City, its officers, employees and agents in the performance of this agreement.

6. **INSURANCE** Each party shall each 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.
7. **ADHERENCE TO LAW** Each party shall comply with all federal, state and local laws and ordinances applicable to this agreement.
8. **NON-DISCRIMINATION** Each party shall comply with all requirements of federal and state civil rights and rehabilitation statutes and local non-discrimination ordinances.
9. **ACCESS TO RECORDS** Each party shall have access to the books, documents and other records of the other which are related to this agreement for the purpose of examination, copying and audit, unless otherwise limited by law.
10. **SUBCONTRACTS AND ASSIGNMENT** Neither party will subcontract or assign any part of this agreement without the written consent of the other party.
11. **THIS IS THE ENTIRE AGREEMENT** This Agreement constitutes the entire Agreement between the parties. This Agreement may be modified or amended only by the written agreement of the parties.

12. ADDITIONAL TERMS AND CONDITIONS:

- a. **The District Attorney's Office shall pay the Portland Police Bureau quarterly. The Portland Police Bureau shall submit invoices on a quarterly basis as follows:**


<u>Invoice Due Date</u>	<u>Quarter</u>
October 30, 2005	07/01/05 – 09/30/05
January 30, 2006	10/01/05 – 12/31/05
April 30, 2006	01/01/06 – 03/31/06
July 20, 2006	04/01/06 – 06/30/06

- b. **The maximum payment under this agreement is not to exceed \$25,426.56. The District Attorney's Office (MCDA) will pay expenses upon receipt of invoice and appropriate back up documentation confirming expenditures, after the end of each quarter.**

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DISTRICT ATTORNEY'S OFFICE
MULTNOMAH COUNTY, OREGON

By 
Michael D. Schrunk, District Attorney

Date 5-18-05

Reviewed:

By SEA
AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY

Date 5-18-05

By 
County Chair/Designee

Date 6/10/05

PORTLAND POLICE BUREAU
CITY OF PORTLAND, OREGON

By _____
Tom Potter, Mayor

Date _____

Approved as to form:

By _____
City Attorney

Date _____

By _____
Auditor

Date _____

**MULTNOMAH COUNTY
INTERGOVERNMENTAL AGREEMENT AMENDMENT
Contract Number 4600005419
Amendment 7**

This amendment to Multnomah County's Contract referenced above effective July 1, 2012 between Multnomah County District Attorney's Office, hereinafter referred to as County, and City Of Portland, through it is Portland Police Bureau, hereinafter referred to as Contractor.

The parties agree:

1. The following changes are made to Contract No. 4600005419 Amendment 7:
 - a. Extend contract period 07/01/12 – 06/30/13; Increase dollar in the amount of \$30,461.87.
 - b. The District Attorney's Office shall pay Portland Police Bureau quarterly. Portland Police Bureau shall submit invoices on a quarterly basis as follows:

<u>Invoice Due Date</u>	<u>Quarter</u>
October 30, 2012	07/01/12 – 09/30/12
January 30, 2013	10/01/12 – 12/31/12
April 30, 2013	01/01/13 – 03/31/13
July 20, 2013	04/01/13 – 06/30/13

2. All other terms and conditions of the contract shall remain the same.

MULTNOMAH COUNTY, OREGON:**CONTRACTOR:**

County Chair or Designee: JEFF COGEN / [Signature]
 Date: MAY 2, 2012
 Dept Director or Designee: [Signature]
 Date: 4-20-2012

Signature: _____
 Print Name: _____
 Title: _____
 Date: _____

REVIEWED:

JENNY MORF,
COUNTY ATTORNEY FOR MULTNOMAH COUNTY

By _____
 Assistant County Attorney
 Date: _____

APPROVED AS TO FORM

Approved as to form
by:

James H. Van Dyke
 CITY ATTORNEY

Date: 6/1/12