

INTERGOVERNMENTAL AGREEMENT

This is an Agreement between City of Portland, Oregon Police Bureau (City) and Multnomah County (County), pursuant to authority granted in ORS Chapter 190.

PURPOSE:

The purpose of this agreement between the Multnomah Department of County Human Services and the City of Portland Bureau of Police is to maintain and enhance a coordinated response to domestic violence in Multnomah County. The funds will be used for salary for a .34 FTE staff to coordinate domestic violence intervention strategies in Multnomah County.

The parties agree as follows:

1. **TERM** The term of this agreement shall be from July 1, 2004 to June 30, 2005. This agreement may be renewed or extended upon written agreement of both parties provided in this agreement.
2. **RESPONSIBILITIES OF CITY.** The City agrees to pay \$35,789 for services provided under this agreement as described in the attached Statement of the Work.
3. **RESPONSIBILITIES OF COUNTY.** The County agrees to provide services as described below in the Statement of Work:
 - A. Multnomah County Department of Human Services, Domestic Violence Coordinator's Office will provide some or all of the following components of work during the fiscal year of 2004/2005 in consideration for the funding by the City of Portland of a .34 FTE staff.
 1. Support a coordinated response to Domestic Violence within Multnomah County. Coordination occurs primarily through the Family Violence Coordinating Council. This Council has been meeting since 1987 to develop and implement strategies to more effectively intervene in domestic violence. Membership of the Committee includes Portland Police Bureau Domestic Violence Reduction Unit, Multnomah County Sheriff's Office, District Attorney's Office, Department of Adult and Juvenile Community Justice Services, Family Court personnel, Multnomah County Legal Aid Services, domestic violence victim programs, agencies providing medical care, Department of Health, United Way, and others. The Council has regular monthly meetings and Committees to provide information to members and interested community members or agencies, and to provide an opportunity for joint problem solving and networking. The Domestic Violence Coordinator will provide staffing and technical assistance to this Council.
 2. Support the continued development of the DVERT project to provide a collaborative response to high risk/high lethality domestic violence cases.
 3. Maintain relationships between and among the major stakeholders in domestic violence reduction.
 4. Assist City and County Commissioners, Departments or Bureaus in the development and implementation of domestic violence intervention policy, plans and procedures.
 5. Work with a variety of organizations or groups, such as the Governor's Task Force on Domestic Violence, East County Communities Against Violence, Soroptimists and Portland Rotary to address domestic violence.
 6. Participate on and provide technical assistance to the Multnomah County Local Public Safety Council Executive Committee, including on-going domestic violence fatality reviews.
4. **TERMINATION.** Either party upon 30 days written notice may terminate this agreement.

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- 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 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.

MULTNOMAH COUNTY, OREGON

CITY OF PORTLAND, OREGON

By [Signature] 12/2/04

By _____

Title Director

Title _____

Reviewed:

Approved as to form:

Approved By P.H. 11/30/04
PATRICK HENRY, COUNTY COUNSEL
FOR MULTNOMAH COUNTY

APPROVED AS TO FORM

OFFICE OF THE CITY ATTORNEY
[Signature]
CITY ATTORNEY

MULTNOMAH COUNTY CHAIR
FOR MULTNOMAH COUNTY

BY [Signature]
COUNTY CHAIR/DESIGNEE

DATE 12/8/04