

**INTERGOVERNMENTAL AGREEMENT
BETWEEN MULTNOMAH COUNTY, DISTRICT ATTORNEY'S OFFICE
AND THE CITY OF PORTLAND, POLICE BUREAU**

City of Portland Contract No.

Multnomah County Contract No. 460005219

This is an Agreement between Multnomah County District Attorney's Office (County) and City of Portland Police Bureau (PPB).

PURPOSE:

The purpose of this agreement is to reimburse PPB for the purchase of three personal computers and one fax machine to be used in investigating cases of child abuse.

The parties agree as follows:

1. **TERM** The term of this agreement shall be from July 1, 2004 and terminate when fulfilled, no later than June 30, 2005.
2. **RESPONSIBILITIES OF PORTLAND POLICE BUREAU** PPB agrees to provide employees to investigate cases of suspected child abuse. PPB will purchase three personal computers and one fax machine to be used in such investigations.
3. **RESPONSIBILITIES OF MULTNOMAH COUNTY DISTRICT ATTORNEY'S OFFICE** MCDA agrees to pay Portland Police Bureau for the cost of three personal computers and one fax machine from the CAMI funds passed through the District Attorney's Office.
4. **DISPUTE RESOLUTION** In the event of a dispute between the parties as to the extent and the nature of the duties and function of the Portland police officers assigned to the Family Services Division, the Chief of the Portland Police Bureau and the District Attorney or their delegated representatives shall make the resolution.
5. **TERMINATION** This agreement may be terminated by mutual agreement of the parties.
6. **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 PPB 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 PPB shall indemnify, defend and hold harmless County from and against all liability, loss and costs arising out of or resulting from the acts of PPB, its officers, employees and agents in the performance of this agreement.
7. **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.

8. **ADHERENCE TO LAW** Each party shall comply with all federal, state and local laws and ordinances applicable to this agreement.
9. **NON-DISCRIMINATION** Each party shall comply with all requirements of federal and state civil rights and rehabilitation statutes and local nondiscrimination ordinances.
10. **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.
11. **SUBCONTRACTS AND ASSIGNMENT** Neither party will subcontract or assign any part of this agreement without the written consent of the other party.
12. **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.
13. **ADDITIONAL TERMS AND CONDITIONS:**

- a. The District Attorney's Office shall pay the Portland Police Bureau within 30 days of the invoice date for the amount paid by PPB for the three personal computers and fax machine.
- b. The maximum payment under this agreement is not to exceed \$4,900. The District Attorney's Office (MCDA) will reimburse PPB upon receipt of invoice and appropriate back up documentation confirming expenditures.

**CITY OF PORTLAND, OREGON
PORTLAND POLICE BUREAU**

**MULTNOMAH COUNTY, OREGON
DISTRICT ATTORNEY'S OFFICE**

By _____ Date _____
 Vera Katz, Mayor
 Tom Potter

By Michael D. Schrunck 12-7-04
 Michael D. Schrunck,
 District Attorney Date

By Derrick Foxworth 1/3/05
 Derrick Foxworth,
 Chief of Police Date

By Diane Linn 12/13/04
 County Chair/Designee Date

By _____ Date _____
 Gary Blackmer,
 City Auditor

By SA. 11-29-04
 Assistant County Council Date

APPROVED AS TO FORM

By Paula Mergler 12/27/04
 City Attorney
CITY ATTORNEY

4600005219