

## INTERGOVERNMENTAL AGREEMENT

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

### PURPOSE:

The purpose of this agreement is to transfer funds received from the United Way Focus Funding Grant for the purchase of a desktop computer and software, and lease of an auto for use by Domestic violence Enhanced Response Team (DVERT) personnel.

The parties agree as follows:

1. **TERM** The term of this agreement shall be from October 4, 2004 to June 30, 2005. This agreement may not be renewed.
2. **RESPONSIBILITIES OF THE CITY.** The City, through its Police Bureau, agrees to carry out the following with regard to its participation with the County in the DVERT program:

A. Purchase of the following materials:

- i. A one-year lease of an auto for use by the DVERT personnel at the rate of \$7,000 per year. The City is responsible for any costs associated with the vehicle above this amount, including, but not limited to, insurance, gas, and maintenance. For each Advocacy group that has an employee driving the vehicle, the City will ensure that each group maintains their own automobile insurance coverage with a combined single limit of \$500,000.
- ii. A Dell OptiPlex GX270 Computer for use by the DVERT program, paid at the rate of \$1,174.38.
- iii. A single license of MS Office 2003 Pro for the DVERT computer, paid at the rate of \$298.96.

The computer and software will remain with the DVERT program for use by its staff at the end of this agreement.

- B. The City will invoice the County for the materials listed above in 2A. The invoice is due and will be sent to:

Caren Baumgart  
Multnomah County  
Domestic Violence Coordinator's Office  
421 SW 6<sup>th</sup> Ave, Suite 700  
Portland, OR 97204

3. **RESPONSIBILITIES OF COUNTY.** Upon receipt of the invoice, the County agrees to pay the City a maximum of \$8,473.34 for the materials listed above in 2A.

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 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.

**CITY OF PORTLAND**

**COUNTY OF MULTNOMAH**

By: \_\_\_\_\_  
Vera Katz, Mayor  
City of Portland  
Date

By: Diane Linn  
County Chair or Designee  
Date 11/22/04

By: \_\_\_\_\_  
Gary Blackmer  
City of Portland Auditor  
Date

REVIEWED:  
Agnes Sowle  
County Attorney for Multnomah County

REVIEWED:  
Approved as to form  
By: [Signature]  
City Attorney  
Date 12-8-04

By: Approved By P. H  
Patrick Henry  
Assistant County Attorney  
Date 11/15/04