

## 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, Oregon Police Bureau is to maintain and enhance a coordinated response to domestic violence in Multnomah County. The City funds will pay for 40% of salary expense providing a 1.0 FTE staff to coordinate collaborate, multi-disciplinary domestic violence intervention strategies in Multnomah County, through staffing of the Family Violence Coordinating Council (FVCC) and other efforts.

### The parties agree as follows:

1. **TERM** The term of this agreement shall be from July 1, 2009 to June 30, 2010. This agreement may be renewed or extended upon written agreement of both parties.
2. **RESPONSIBILITIES OF CITY.** The City agrees to pay \$50,000 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:

Multnomah County Department of Human Services, Domestic Violence Coordinator's Office will provide some or all of the following components of work during fiscal year of 2009/2010 in consideration for the funding by the City of Portland.

- a. Multnomah County will provide 1.0 FTE to support a coordinated response to Domestic Violence within Multnomah County through the FVCC and other efforts including serving on the Advisory committee of the Gateway Center for Domestic Violence Services. Staff time will support the activities of the FVCC, including regular monthly meetings, publication of bi-monthly newsletters, and joint problem solving and project development among member agencies and the broader community. The Multnomah County Domestic Violence Coordinator will provide staffing and technical assistance to this Council.
- b. Staff will also:
  - 1) Maintain relationships between and among the major stakeholders in domestic violence reduction/intervention.
  - 2) Assist City and County Commissioners, Departments or Bureaus in the development and implementation of domestic violence intervention policy, plans and procedures.
  - 3) Participate on and provide technical assistance to the Multnomah County Local Public Safety Executive Committee.
  - 4) Provide the community with up to date information about resources available in the City and county.
  - 5) Participate in planning for the Gateway Center for Domestic Violence Services as a member of the Advisory Council and in other aspects when requested.
4. **TERMINATION.** Either party upon 30 days written notice may terminate this agreement.
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 liability, loss and cost 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.

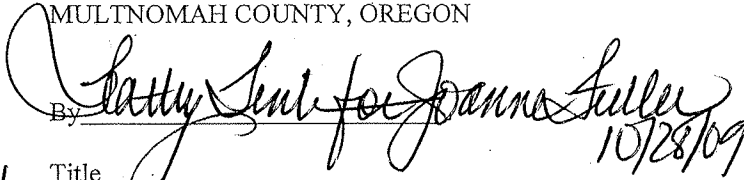
- 6. **INSURANCE.** Each party shall each be responsible for providing worker's compensation insurance as required by law. Neither party shall be required to provide or show proof of any other insurance coverage.
- 7. **ADHERANCE TO LAW.** Each party shall comply with all federal, state and local laws and ordinances
- 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 written agreement of the parties.

MULTNOMAH COUNTY, OREGON

By

Title

TED WHEELER, COUNTY BOARD CHAIR

*for*  10/28/09

Reviewed:

APPROVED BY

PATRICK HENRY 10-20-09  
 PATRICK HENRY, COUNTY COUNSEL

CITY OF PORTLAND, OREGON

By

Title

SAM ADAMS, MAYOR

Approved as to form:

APPROVED AS TO FORM

  
 OFFICE OF CITY ATTORNEY  
 CITY ATTORNEY

OFFICE OF CITY AUDITOR