

183687

INTERGOVERNMENTAL AGREEMENT

Contract Number 0709011

This is an Agreement between the City of Portland (City), by and through the Portland Police Bureau and Multnomah County (County).

PURPOSE:

The purpose of this agreement is to allow for the City to reimburse County for partial costs of a feasibility study for the creation of a criminal justice information services (CJIS) network throughout Multnomah County.

The parties agree as follows:

1. **TERM** The term of this agreement shall be from March 17, 2008 to September 30, 2008.
2. **RESPONSIBILITIES OF the City.** The City agrees to reimburse County in the amount of \$35,000.00 for the partial costs of a criminal justice information services network feasibility study. Payment is due upon completion of all work and final delivery of the CJIS study.
3. **RESPONSIBILITIES OF COUNTY.** The County agrees to enter into a contract with MTG Management Consultants LLC for a CJIS study, provide contract administration and monitoring of MTG's progress and performance and incur and pay all costs to MTG due under the contract.
4. **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.
5. **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.
6. **ADHERENCE TO LAW** Each party shall comply with all federal, state and local laws and ordinances applicable to this agreement.
7. **NON-DISCRIMINATION** Each party shall comply with all requirements of federal and state civil rights and rehabilitation statutes and local non-discrimination ordinances.
8. **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.
9. **SUBCONTRACTS AND ASSIGNMENT** Neither party will subcontract or assign any part of this agreement without the written consent of the other party.

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10. **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.

11. **ADDITIONAL TERMS AND CONDITIONS:**

a. County designates Andrew Potter to represent County in all matters pertaining to the administration of this Agreement. City designates Mark Ellwood to represent City in all matters pertaining to the administration of this Agreement.

MULTNOMAH COUNTY, OREGON:

CITY OF PORTLAND:

County Chair or Designee

Signature: _____

Date: _____

Name: _____

Please Print

Approved: Bonnie D. Santiago
Department Director or Designee

Title: Shari SS

Date: 3/1/08

Date: _____

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY

Approved as to form:
APPROVED AS TO FORM

By: J. A. W. 02-29-08
Assistant County Attorney Date

By: Linda Nguyen
CITY ATTORNEY Date

3/4/10

LOWELL Sharon A

From: LOWELL Sharon A
Sent: Friday, July 31, 2009 10:26 AM
To: ELLWOOD Mark
Cc: POTTER Andy
Subject: RE: CJIS Study Cost Reimbursement

Thanks for your reply Mark. The invoice was sent via US Mail to -

CITY OF PORTLAND
BUREAU OF POLICE
119/1430 AP
1111 SW 2ND AVE RM 1430
PORTLAND OR 97204

I could email, fax or resend interoffice a copy of the billing if needed. If that is the case, let me know your send type request and I will get it done today.

Thanks again for your help with this matter.

Sharon
MCSO Fiscal
Sharon.lowell@mcsos.us
503.988.4433

P.S. Thanks to you too, Andy, for your assistance.

-----Original Message-----

From: Mark Ellwood [mailto:MEllwood@portlandpolice.org]
Sent: Friday, July 31, 2009 7:43 AM
To: POTTER Andy; LOWELL Sharon A
Subject: Re: CJIS Study Cost Reimbursement

Hi Sharon. Who did you send the bill to, maybe I can check in with them? I know that Brian Martinek, now assistant chief of Operations Branch, originally approved the expenditure.

Thanks,
Mark

>>> "POTTER Andy" <andy.potter@mcsos.us> 07/30/09 06:45PM >>>

Mark is their manager.

Andy Potter
MISO CJIS Unit

----- Original Message -----

From: LOWELL Sharon A
To: POTTER Andy
Sent: Thu Jul 30 15:28:59 2009
Subject: RE: CJIS Study Cost Reimbursement

Hi Andy...

Have been trying to collect on the \$35,000 billed 1.1.09 to the Portland Police for their part of the CJIS study, but am not getting much of a response. Do you have contact with a fellow "techie" over there that you worked with on this project that maybe you or I could rattle their cube? I did sent a follow up "request" letter too.

Thanks for your time and input.

Take care,

Sharon

10/26/2009 10:57 5039884317

FISCAL

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REC'D FROM ERIC
1.16.09

MULTNOMAH COUNTY CONTRACT APPROVAL FORM (CAF)

Contract #: 0709011

Pre-approved Contract Boilerplate (with County Attorney signature) Attached Not Attached

Amendment #: _____

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CLASS I Based on Informal / Intermediate Procurement	CLASS II Based on Formal Procurement	CLASS III Intergovernmental Contract (IGA)
<input type="checkbox"/> Personal Services Contract	<input type="checkbox"/> Personal Services Contract	<input type="checkbox"/> Expenditure Contract
PCRB Contract <input type="checkbox"/> Goods or Services <input type="checkbox"/> Maintenance or Licensing Agreement <input type="checkbox"/> Public Works / Construction Contract <input type="checkbox"/> Architectural & Engineering Contract	PCRB Contract <input type="checkbox"/> Goods or Services <input type="checkbox"/> Maintenance or Licensing Agreement <input type="checkbox"/> Public Works / Construction Contract <input type="checkbox"/> Architectural & Engineering Contract	<input checked="" type="checkbox"/> Revenue Contract <input type="checkbox"/> Grant Contract <input type="checkbox"/> Non-Financial Agreement
<input type="checkbox"/> Revenue Contract <input type="checkbox"/> Grant Contract <input type="checkbox"/> Non-Financial Agreement	<input type="checkbox"/> Revenue Contract <input type="checkbox"/> Grant Contract <input type="checkbox"/> Non-Financial Agreement	<input type="checkbox"/> INTER-DEPARTMENTAL AGREEMENT (IDA)

Department: Sheriff's Office Division/ Program: Business Services Date: 02/27/08
 Originator: Andrew Potter Phone: 503-988-4811 Bldg/Room: 503/350
 Contact: Brad Lynch Phone: 503-988-4336 Bldg/Room: 503/350

Description of Contract: IGA providing for the City of Portland to reimburse County for partial costs of a feasibility study for the creation of a criminal justice information system throughout Multnomah County.

RENEWAL: PREVIOUS CONTRACT #(S) _____

EEO CERTIFICATION EXPIRES _____

PROCUREMENT EXEMPTION OR CITATION # 46-0130(1)(f) ISSUE DATE: _____ EFFECTIVE DATE: _____ END DATE: _____

CONTRACTOR IS: MBE WBE ESB QRF State Cert# _____ or Self Cert Non-Profit N/A (Check all boxes that apply)

Contractor	City of Portland		Remittance address (if different)	
Address	1111 SW 2 nd Ave			
City/State	Portland, Oregon		Payment Schedule / Terms:	
ZIP Code	97204		<input type="checkbox"/> Lump Sum \$ _____	<input type="checkbox"/> Due on Receipt
Phone	503-823-0721		<input type="checkbox"/> Monthly \$ _____	<input type="checkbox"/> Net 30
Employer ID# or SS#			<input type="checkbox"/> Other \$ _____	<input type="checkbox"/> Other
Contract Effective Date	03/17/08	Term Date	09/30/08	
Amendment Effect Date		New Term Date		
Original Contract Amount	\$ 35,000.00		Original PA/Requirements Amount	\$ _____
Total Amt of Previous Amendments	\$ _____		Total Amt of Previous Amendments	\$ _____
Amount of Amendment	\$ _____		Amount of Amendment	\$ _____
Total Amount of Agreement	\$ 35,000.00		Total PA/Requirements Amount	\$ _____

REQUIRED SIGNATURES:

Department Manager _____ DATE _____
 County Attorney J. A. W. DATE 02-29-08
 CPCA Manager _____ DATE _____
 County Chair _____ DATE _____
 Sheriff Bennie J. Smith, Jr. DATE 3/1/08
 Contract Administration _____ DATE _____

COMMENTS: _____