

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement is entered into by and between the City of Portland, Oregon ("City"), and the Oregon Judicial Department ("OJD") by and through the State Court Administrator as the contracting authority for OJD and for the Circuit Court of the State of Oregon for Multnomah County ("Court").

PURPOSE

The purpose of this Intergovernmental Agreement ("IGA" or "Agreement") is to support the placement of City-owned video conferencing equipment at the Multnomah County Courthouse at 1021 SW 4th Avenue in Portland, Oregon ("Courthouse") to facilitate court appearances to be made remotely via video from the Gateway Center for Domestic Violence Services ("the Center") located at 10305 East Burnside in Portland, Oregon.

The Center is jointly supported by the City and Multnomah County ("County") under the terms of a City-County IGA (#30000956) and a City-County Lease (#30000944), both approved in October 2009. An additional IGA (#30001467) between the City and County refers specifically to the support and maintenance of the video conferencing equipment and is attached (Attachment #1).

This IGA clarifies the ownership and commitment for the care and handling of the video conferencing equipment ("equipment") that is owned by the City but will be used at the Courthouse.

The Parties Agree As Follows:

1. BACKGROUND:

- a. Service providers from different agencies are collocated at the Center. City employees administer the Center's program. The City provides grants to community-based domestic violence service agencies to provide advocacy or "navigator" services within the Center. Other on-site partners include the District Attorney's office, the Oregon Department of Human Services, Legal Aid Services of Oregon, Volunteers of America - Home Free, the Sexual Assault Resource Center and Lifeworks NW. Additional agency partners may occupy the Center over time under agreements pursuant to City/County IGA (contract #3000956).
- b. The County provides technical oversight and support for the equipment purchased by the City using grant funds from the Mt. Hood Cable Regulatory Commission Community Access Grant.
- c. The City procured and owns the equipment.

- d. The equipment will be installed at the Courthouse by the County with support and assistance from the Court.
- e. The Court will operate the installed equipment within the Courthouse to establish a video appearance capacity between the Court and the Center for purposes approved under the Agreement.
- f. Ongoing technical maintenance and connectivity management will be done by the County with the Court's cooperation and support when necessary.
- g. The City will not hold the Court liable for damage to the equipment so long as reasonable precaution is taken to avoid theft, loss or damage to the equipment. Normal wear and tear is expected.
- h. The parties recognize the equipment is valuable and should be carefully maintained.
- i. The Court will facilitate the successful use of the equipment by providing trained staff for its operation.

2. TERM:

This Agreement shall extend from August 1, 2010 to July 31, 2013. This Agreement may be renewed or extended upon written agreement of both parties as provided in this Agreement.

3. RESPONSIBILITIES OF THE CITY WILL BE TO:

- a. Direct the County to install video conferencing equipment at the Court at location(s) at the Courthouse to be coordinated among the City, Court and County.
- b. Participate in testing and piloting of the equipment such that it is easily operated and serves the court's needs for high quality visual and audio capacity.
- c. Hold the Court harmless for damage to the equipment so long as reasonable precaution is taken to avoid theft, loss or damage to the equipment. Normal wear and tear is expected.

4. RESPONSIBILITIES OF THE COURT WILL BE TO:

- a. Participate in testing and piloting of the equipment such that it is easily operated and serves the Court's needs for high quality visual and audio capacity.

- b. Operate the equipment each business day on which the Court is open and conducting Court business when there is any Court business to be conducted by video from the Center.
- c. Train staff to perform day to day operations needed for the Court's part of the operation of the video capacity between the Courthouse and the Center, and ensure that persons with access to the equipment at the Courthouse will use, handle and/or maintain the City owned equipment with reasonable care
- d. Use City equipment only as provided in this Agreement; avoid any use of the equipment other than those specifically outlined in this Agreement; take reasonable precautions to avoid theft, loss, damage or misuse of the equipment; and notify the City of any theft, loss, damage or misuse.

4A. APPROVED USE OF THE EQUIPMENT

The City equipment will be used only for *ex parte* appearances by a petitioner on a Family Abuse Prevention Act restraining order, provided that the petitioner is located at the Center; the petitioner's completed, signed documents are available to the judge in the courtroom and for post-appearance processing by the clerk's office; and, the petitioner is available at the time set by the court for appearances by video from the Center. Any other use of this equipment shall be provided only by amendment of this IGA as provided herein.

5. TERMINATION:

Either party upon 30 days written notice may terminate this agreement.

6. AMENDMENTS:

This Agreement can be amended by mutual written agreement of the parties. The Center's Director is the designated City contact for this IGA and is authorized to execute written amendments to this IGA as needed regarding the scope of use and responsibilities amongst the parties, upon approval as to form by the City Attorney's Office. The State Court Administrator is the designated OJD contact for this IGA.

7. CONTRIBUTION IN LIEU OF INDEMNIFICATION:

- a. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.
- b. With respect to a Third Party Claim for which the OJD is jointly liable with the City (or would be if joined in the Third Party Claim), the OJD shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the City in such proportion as is appropriate to reflect the relative fault of the OJD on the one hand and of the City on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the OJD on the one hand and of the City on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The OJD's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the OJD had sole liability in the proceeding.
- c. With respect to a Third Party Claim for which the City is jointly liable with the OJD (or would be if joined in the Third Party Claim), the City shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the OJD in such proportion as is appropriate to reflect the relative fault of the City on the one hand and of the OJD on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the City on the one hand and of the OJD on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments,

finer or settlement amounts. The City's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

8. **INSURANCE:**

Each party shall maintain self insurance (or separate policy) in amounts adequate to cover the party's general liability and worker's compensation insurance for the party's subject workers as required by law and the policies of the State of Oregon or the City of Portland. Neither party shall be required to provide or show proof of any other insurance coverage.

9. **ADHERENCE TO LAW:**

Each party shall comply with all federal, state and local laws and ordinances applicable to this IGA.

10. **NON-DISCRIMINATION:**

Each party shall comply with all requirements of federal and state civil rights and rehabilitation statutes and local non-discrimination ordinances.

11. **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.

12. **SUBCONTRACTS AND ASSIGNMENT:**

Neither party will subcontract or assign any part of this Agreement without the written consent of the other party.

13. **THIS IS THE ENTIRE AGREEMENT:**

This Agreement constitutes the entire agreement between the parties, and the undersigned persons are duly authorized to execute this IGA for the respective parties.

The, Oregon Judicial Department, by City of Portland
and through the Office of State
Court Administrator

By: Kingsley W. Click
State Court Administrator

Date _____

By Dan Saltzman
Commissioner

Date _____

Approved as to Form:

Approved as to Form:

Legal Counsel
Oregon Judicial Department_____
City Attorney