

Multnomah County/City of Portland
INTERGOVERNMENTAL AGREEMENT No. 4600008566

COP # 30002092

This Agreement is made and entered into pursuant to the authority found in ORS 190.010 et seq. and ORS 206.345 by and between Multnomah County Department of County Human Services (DCHS), Domestic Violence Coordinator's Office (DVCO), jointly with and on behalf of the City of Portland, Police Bureau Family Services Division (PPB-FSD).

PURPOSE:

The purpose of this Agreement is to provide funds to the City of Portland – Bureau of Police to assign a full time Sergeant to the Family Services Division (FSD) Domestic Violence Enhanced Response Team (DVERT).

The parties agree as follows:

1. **TERM** This Agreement shall extend from January 1, 2011 through and including December 31, 2012, unless earlier terminated in accordance with Section 5 of this Agreement or modified as provided in Section 12.
2. **RESPONSIBILITIES OF PPB-FSD CONTRACTOR** agrees to:
 - a. Provide and supervise a full time Sergeant, .5 FTE funded by the grant and .5 FTE funded by City of Portland, who will be assigned to DVERT.
 - b. This Sergeant will be responsible for supervision of two PPB-FSD Officers and the Multnomah County Sheriff Department Deputy, all dedicated to DVERT cases.
 - c. Two PPB Officers will provide enhanced law enforcement response to DVERT cases as assigned by the DVERT coordinator.
 - d. Two PPB Officers will provide outreach and training related to DVERT to community partners. The Sergeant and two PPB Officers will attend most DVERT meetings.
 - e. PPB-FSD will provide DVERT members (Sergeant, two PPB Officers, MCSO Deputy, three Victim Advocates and the DVERT Coordinator) with office space, computers, desk phones, Nextel phones, and supplies.
 - f. The Sergeant and two PPB Officers will participate in interviews with candidates for the DVERT Victim Advocates.
 - g. The Sergeant and two PPB Officers will provide DVERT Coordinator with necessary data to support semi-annual reports.
 - h. The Police Bureau employees remain City of Portland employees throughout the life of this Agreement and, therefore, remain subject to the General Orders of the Portland Police Bureau. The City reserves the right to assign additional duties to the Sergeant and Officers based on the needs of the City, including training and special operations such as personnel shortages and emergency occurrences, which may result in temporary reduction of services under this Agreement. The City of Portland will assure that if such a reduction in services under this Agreement occurs, they will not use Federal funds to supplant City funding.

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3. **RESPONSIBILITIES OF MULTNOMAH COUNTY** Multnomah County agrees to:
- Provide \$104,777 to PPB to hire a full time Sergeant who will be assigned to DVERT.
 - Contract with qualified Victim Services Providers to hire and supervise 3 Victim Advocates.
 - Provide a Program Development Specialist, funded by the grant, who will coordinate all aspects of DVERT and will provide on-site supervision of the 3 Victim Advocates.
 - Prepare program reports.
 - Communicate grant reporting and compliance requirement to PPB-FSD
 - Provide compensation for PPB-FSD grant expenses within the terms of this Agreement as stated in Section 4, and in accordance with Section 2.
4. **COMPENSATION**
Total project costs to be realized by PPB-FSD will be \$104,777. Multnomah County, through the Office of Violence Against Women's Act (OVW) DVERT Grant (OVW grant award #2006-WE-AX-0057) will reimburse the City of Portland 100% of the \$104,777 total project costs, with proper expense reimbursement documentation. The reimbursement will be on actual billings submitted to Multnomah County Department of Human Services. Multnomah County shall send payment to the City of Portland within thirty (30) days after receipt of each billing.
5. **EARLY TERMINATION**
This Agreement may be terminated prior to December 31, 2012, upon sixty (60) days mutual written consent of the parties or upon ninety (90) days written notice by one party. Termination under any provision of this paragraph shall not affect any rights, obligation, or liability of the City of Portland or Multnomah County which accrued prior such termination.
6. **INDEMNIFICATION** Subject to the conditions or 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-FSD 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-FSD 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-FSD, 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. **OREGON LAW AND FORUM** This Agreement shall be construed according to the laws of the State of Oregon. Any action regarding this agreement or work performed under this Agreement shall be filed in Multnomah County or in the United States District Court for the district of Oregon.
9. **NON-DISCRIMINATION** Each party shall comply with all requirements of federal and state civil rights and rehabilitation statutes and local non-discrimination ordinances.

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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. **MODIFICATION** This Agreement may be modified by mutual consent of the parties. Any modification to provisions of this Agreement shall be reduced to writing and signed by all parties.
13. **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.
14. **ADDITIONAL TERMS AND CONDITIONS:**

MULTNOMAH COUNTY, OREGON:

CITY OF PORTLAND, OREGON:

Cathy Link
...erim Department Director

Sam Adams, Mayor

Approved Date: 11/26/11

Date: _____

Approved: _____
LaVonne Griffin-Valade, City Auditor

Date: _____

HENRY H. LAZENBY, JR., COUNTY
ATTORNEY FOR MULTNOMAH COUNTY

Approved as to form:
APPROVED AS TO FORM

By: APPROVED BY PATRICIA HEVILT 1-6-11
Assistant County Attorney Date

By: *Paula Menger*
Portland City Attorney ATTORNEY Date 3/14/11