

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 establish responsibility for the development and maintenance costs of a web-based interactive Family Abuse Prevention Act ("FAPA") restraining order application process. The City received a federal grant ("grant funds") to support the development of the interactive restraining order process. Ongoing funds are needed to maintain the restraining order process once the grant funds are exhausted. This agreement establishes the Court's responsibility to assume responsibility for the maintenance costs for the interactive restraining order process once developed and the City's grant funding is exhausted or no longer available.

The Parties Agree As Follows:

1. BACKGROUND:

- a. The City operates the Gateway Center for Domestic Violence Services at 10305 East Burnside Street in Portland, Oregon ("the Gateway Center"). The Gateway Center is a "one stop shop" for victims of domestic violence and their children.
- b. A wide variety of services are housed at the Gateway Center including access to FAPA restraining orders via video conferencing services linking the Gateway Center to the Multnomah County Courthouse located on 1021 SW 4th Avenue in Portland, Oregon.
- c. The FAPA restraining order application process is difficult in part due to the forms themselves. There are approximately 20 pages of forms that must be completed by hand to apply for the order. The forms are filled with legalese that can be difficult for a lay person to understand. They also require the same information to be repeated on different forms. The handwritten applications are sometimes difficult for judges and other law enforcements agents to read. Victims find the current process cumbersome and difficult. Having an interactive form process should make the process easier for applicants and for court and law enforcement staff who must interact with FAPA restraining order forms as part of their jobs.

- d. The United States Department of Justice granted funds in the amount of \$150,000.00 to the City to develop interactive FAPA restraining order application forms.
- e. The City engaged in a formal competitive procurement process to identify the best vendor to develop and host the process. It was understood that the best process would be a hosted solution by a vendor with expertise in not only interactive forms but in understanding and electronic court filing systems.
- f. The City intends to enter into a contract in substantial conformance with the one attached as Exhibit "A" with Integrated Information Systems, Inc., a California corporation, doing business as Intresys to develop and host the interactive restraining order process ("Intresys Contract").
- g. Since the interactive restraining orders, once developed, will be hosted and updated by Intresys there will be ongoing or maintenance costs associated with the process. The parties to this agreement--as well as the larger community of domestic violence service providers--are committed to not passing those costs on to victims. Those costs are the subject of this agreement.
- h. The Oregon Judicial Department is currently engaged in an effort to implement electronic system that would move the courts away from paper filings towards electronic filing systems. The entire effort in Oregon is known as "the Oregon e-Court Project."
- i. Based on the negotiations with Intresys the City anticipates that the development of the interactive restraining orders will cost \$130,120 to develop.
- j. The City is desirous of utilizing its grant funds in a fiscally responsible manner and due to the limited amount of funding available for ongoing maintenance of the interactive restraining orders wishes to ensure the restraining order process once developed is maintained, and thus it seeks to enter into an agreement with the Court to maintain the interactive restraining order once developed. The City does not believe it would be fiscally responsible to utilize grant funds for a product which would not be assured of being maintained once developed.
- k. The Court will assume the maintenance costs of the interactive restraining order forms at such time as the City grant funding is exhausted or no longer available. The assumption of the costs will be accomplished via an annual billing of the contract amount by the City to the Court.

- I. Upon mutual agreement of the City and OJD, the City will assign its responsibilities under the executed Intresys Contract to the OJD.

2. TERM:

This Agreement shall extend from January 1, 2012 to December 30, 2017 or upon the expiration of the contract with the vendor whichever is sooner. 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. Execute the Intresys Contract in substantial conformance with the one attached as Exhibit "A" to develop the interactive form process.
- b. Provide project management during the development of the interactive forms and otherwise carry out the City's responsibilities as detailed in the Intresys Contract.
- c. Use the grant funds as intended to pay for ongoing costs associated with the interactive form process until such funds are exhausted or no longer available due to expiration of grant funds.
- d. Provide the Court with a written expectation of the date that the federal grant funds will be exhausted at least one month in advance of the first billing of the maintenance cost to the Court.
- e. Bill the Court annually for the maintenance cost for the contract following the written expectation of the date provided by the City (see 3d above) after which such billing will be made until the termination of the contract or this IGA.
- f. Extend the term of the Intresys contract for an additional two years, as allowed in Section 2.5 of the Intresys contract, if the assignment to the Court has not yet been made by the time the initial term of the Intersys agreement expires.

4. RESPONSIBILITIES OF THE COURT WILL BE TO:

- a. Provide a lead person to assist with the development of the interactive forms in cooperation with the City Project Manager.
- b. Provide information or training on court specific needs or processes as is required during the development of the product.
- c. Pay to the City within 30 days of billing for annual maintenance cost when the City's grant funding is exhausted and a written expectation of payment has been provided prior to the first payment.
- d. The Court will continue to support the issuance of FAPA restraining orders via video conferencing at the Gateway Center for a period or no less than five years.

5. TERMINATION:

Either party may terminate this agreement upon 30 days written notice, until the City executes and contract with Intresys as delineated in Section 3.a. of this agreement. Upon notice that the City has executed a contract with Intresys this Agreement may only be terminated by mutual written agreement.

6. AMENDMENTS:

This Agreement can be amended by mutual written agreement of the parties. The Gateway Center's Director is the designated City contact for this IGA and Commissioner Dan Saltzman 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, fines 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

Exhibit A
Intresys Contract

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