

INTERGOVERNMENTAL AGREEMENT
Contract No. 4600003345

This is an Agreement between the Portland Police Bureau (PPB) and the Multnomah County District Attorney's Office (MCDA), pursuant to authority granted in ORS Chapter 190.

PURPOSE:

The purpose of this agreement is to provide a lieutenant the Family Services Division of the Portland Police Bureau (FSD). The lieutenant will be responsible for the day-to-day operations of the Division in conjunction with the FSD sergeants and the captain. The lieutenant will be available to members of the Multnomah County Multidisciplinary Child Abuse Team (MDT). It is also intended that provision of this position will allow the sergeants to devote more time to direct case management and supervision. In addition, it is intended that the provision of the lieutenant will allow the captain to be more involved with overall policy and operations issues affecting the MDT as a whole.

The parties agree as follows:

1. **TERM:** The term of this agreement shall be from May 9, 2002 to June 30, 2002. This agreement may be renewed per CAMI.

2. **RESPONSIBILITIES OF THE PORTLAND POLICE BUREAU:** The PPB agrees to provide uniforms, office space, telephone, cell-phone, pager and clerical support for this position. Some specialized police training will also be made available to the lieutenant.

3. **RESPONSIBILITIES OF THE MULTNOMAH COUNTY DISTRICT ATTORNEY'S OFFICE:** During the period beginning May 9, 2002 through June 30, 2002, Multnomah County District Attorney's Office agrees to pay Portland Police Bureau for the cost of one FTE lieutenant in the amount of \$11,156 salary; \$1,180 benefits; ~~\$1,900~~ ^{\$2,200} computer and ~~\$600~~ ^{\$300} leased vehicle from the CAMI funds passed through the District Attorney's Office.

4. **TERMINATION:** This agreement may be terminated by either party upon 30 days written notice.

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 PPB 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 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, 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. **ADHERENCE TO LAW:** Each party shall comply with all federal, state and local laws and ordinances applicable to this agreement.

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 the written agreement of the parties.

12. **ADDITIONAL TERMS AND CONDITIONS:**

- a. Contractor (PPB) will bill County (MCDA) quarterly.
- b. County (MCDA) will pay expenses on the following terms and conditions:

Date Due

Quarter

July 20, 2002

05/09/02 – 06/30/02

- c. This contract may be renewed per CAMI Grant.

DISTRICT ATTORNEY'S OFFICE
MULTNOMAH COUNTY, OREGON

By 
MICHAEL D. SCHRUNK, District Attorney

Date: 05-20-02

THE PORTLAND POLICE BUREAU
CITY OF PORTLAND, OREGON

By _____
PPB

Date: _____

Reviewed:

THOMAS SPONSER, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 
Assistant County Counsel

Date: 5.29.02

APPROVED AS TO FORM


CITY ATTORNEY

ORDINANCE NO. 176671

* Approve an Intergovernmental Agreement with Multnomah County District Attorney Office for the Police Bureau to provide supervisory services of the joint Family Services Division Lieutenant (Ordinance)

The City of Portland ordains:

Section 1. The Council finds:

1. The CAMI Grant provides funding from the Child Abuse Multi-disciplinary Intervention Account to the Multnomah County District Attorney's Office in accordance with the grant application and awards.
2. The Police Bureau provides a Lieutenant to supervise the Family Services Division. The Family Services Division Child Abuse Team investigates cases of child abuse.
3. The MCDA agrees to reimburse, from the CAMI Grant, the Police for the cost of the Lieutenant in the Family Services Division including salary, benefits, computer equipment and vehicle, for the month of June 2002.
4. The total reimbursement to the Police Bureau under this agreement is \$14,836.

NOW, therefore, the Council directs:

- a. The Mayor and City Auditor are hereby authorized to enter into the agreement between the City of Portland and the Multnomah County District Attorney's Office as detailed in the attached Exhibit A.

Section 2. The Council declares that an emergency exists because delay in proceeding with this agreement will unnecessarily deprive the City of Portland and the Multnomah County District Attorney's Office of the mutual benefits of this agreement; therefore this ordinance shall be in force and effect from and after its passage by the Council.

Passed by Council: JUL 03 2002

Mayor Vera Katz
Prepared by; Steven Hendricks
February 25, 2002

Gary Blackmer
Auditor of the City of Portland

By 

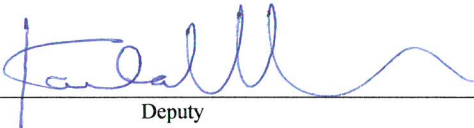
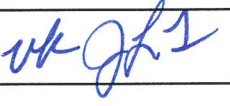
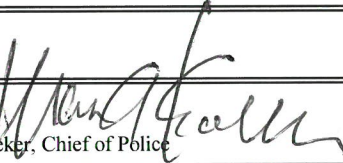
Deputy

ORDINANCE NO.

176671

Title

* Approve an Intergovernmental Agreement with Multnomah County District Attorney Office for the Police Bureau to provide supervisory services of the joint Family Services Division Lieutenant (Ordinance)

INTRODUCED BY	DATE FILED: JUN 28 2002
NOTED BY COMMISSIONER	Gary Blackmer Auditor of the City of Portland
Affairs	By:  Deputy
Finance and Administration 	For Meeting of: _____
Safety	ACTION TAKEN:
Utilities	
Works	
BUREAU APPROVAL	
Bureau: Police	
Prepared by Date	
Steven Hendricks	
Budget Impact Review:	
<input checked="" type="checkbox"/> Completed <input type="checkbox"/> Not Required	
Include in PPD: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Filename:	
Bureau Head  Mark A. Kroeger, Chief of Police	

AGENDA	FOUR-FIFTHS AGENDA	COMMISSIONERS VOTED AS FOLLOWS:		
Consent <input checked="" type="checkbox"/> Regular <input checked="" type="checkbox"/>	Francesconi	Francesconi	YEAS <input checked="" type="checkbox"/>	NAYS
NOTED BY	Hales			
City Attorney	Saltzman	Saltzman	<input checked="" type="checkbox"/>	
City Auditor	Sten	Sten	<input checked="" type="checkbox"/>	
City Engineer	Katz	Katz	<input checked="" type="checkbox"/>	