

CITY OF PORTLAND

AMENDMENT No. 1

CONTRACT No. 30002675

FOR

Interactive Web-based FAPA Restraining Order Petition Creation System

This Amendment is made and entered into this 22nd day of March, 2013 between **Integrated Information Systems, d.b.a. Intresys**, hereinafter called "Contractor," and the **City of Portland**, a municipal corporation of the State of Oregon, by and through its duly authorized representatives, hereinafter called "City." This Amendment may refer to the City and Contractor individually as a Party or collectively as the Parties.

WHEREAS the Parties entered into Contract 30002675 for the licensing, implementation, and maintenance of an interactive web-based Family Abuse Prevention Act (FAPA) restraining order petition creation system, and

WHEREAS the Statement of Work in Contract 30002675 contained a task in which Contractor was to incorporate Spanish language content into the System, and a deliverable in which Contractor was to provide the City with a prototype of the System containing that Spanish content, and

WHEREAS in Contract 30002675 there is an option to extend the term through 2017, and the City entered a contract for a third-party (OJD) to pay for maintenance costs through 2017 at a total cost of \$60,000, and

WHEREAS the City no longer requires the Spanish language content in the System, and

WHEREAS the City desires to add the eMessenger functionality,

WHEREAS the City desires to extend the term of the contract through May 2017,

The Parties agree to amend the Contract as follows:

1. The requirement that Spanish language content be included in the System, and that a System prototype containing that Spanish language content be delivered by the Contractor is hereby removed. The \$20,000 payment that was to be made by the City for the delivery of the System prototype containing the Spanish language content is also removed.
2. The eMessenger Statement of Work, attached to this Amendment as Appendix 1, is hereby added to the Contract.
3. The \$165,000 not-to-exceed value of the Contract is hereby increased by \$60,000 for a total not-to-exceed value of \$225,000.
4. The term of the contract is extended through May 2017.

The Effective Date of this Amendment is April 16, 2013.

All other terms and conditions of this contract shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed. This Amendment may be signed in two (2) or more counterparts, each of which shall be deemed an original, and which, when taken together, shall constitute one and the same contract amendment.

The Parties agree the City and Contractor may conduct this transaction by electronic means, including the use of electronic signatures.

CITY OF PORTLAND

INTRESYS

Chief Procurement Officer Date

Authorized Signature Date

Approved as to Form

Printed Name and Title

Address: _____

Phone: _____

Fax: _____

Office of the City Attorney Date

*Appendix 1 to Amendment 1
Contract 30002675
eMessenger Statement of Work*

186005

1. Summary

This will add the eMessenger functionality, which will enable the electronic routing and review of FAPA petitions by the court, and the transmission of electronic petitions between the court and the Gateway Center.

2. Project Tasks

Contractor shall perform the following tasks:

1. Analyze Domestic Violence Center and Multnomah Court (Hansen building) workflow requirements related to delivery of the documents to the court and return of the documents to the Domestic Violence Center.
2. Modify TurboCourt Domestic Violence application to:
 - a. Include additional questions to identify respondents currently in custody at the Justice Center
 - b. Produce the Gateway Center for Domestic Violence Coversheet Form
 - c. e-Messenger TurboCourt generated documents to the Multnomah court via Case Review Module
3. Configure TurboCourt Case Review Module to support the workflow of the court, to include:
 - a. On-line review of the documents received
 - b. Printing of the documents for internal routing within the court
 - c. Uploading of court generated forms via 3rd party system or process
 - d. Acceptance/Rejection of the filing by court clerks
 - e. Electronic Stamping/endorsement of the documents per court approval
 - f. Notifications to petitioner and/or the Gateway Center (whichever is available)
 - g. Users and access levels
4. Training
 - a. Provide video based training
5. Exclusions
 - a. Electronic Process and Routing within the court
 - b. Customization or additional programming of TurboCourt modules other than what is specified in item #2 above.
 - c. Instructor led training

3. Project Deliverables and Payment Milestones

Contractor shall provide the following deliverables to the City. City shall pay the milestone payment amount associated with each deliverable following Acceptance of each deliverable by the City, and receipt by the City of a proper invoice.

1. Project Schedule - \$15,000.00
2. UAT Release - \$10,000.00
3. Production Release - \$5,000.00

The cost to the City of the work described in this Appendix shall not exceed \$30,000.

4. Project Schedule

1. Substantially Completed April 2013
2. Draft Schedule will be provided upon approval

**INTERGOVERNMENTAL AGREEMENT
OJD CONTRACT NO. 120364**

This is an Agreement between the State of Oregon, by and through the Oregon Judicial Department (OJD) on behalf of the Multnomah County Circuit Court (Court) and the City of Portland, Oregon (City).

I. PURPOSE:

The purpose of this Agreement is to allow for OJD to contribute to City money to assist with City's development and maintenance of a web-based interactive Family Abuse Prevention Act (FAPA) restraining order application process (the Process) City is developing with federal grant funds through its contract for services of its contractor, Integrated Information Systems, Inc. dba Intresys (Contractor).

II. TERM:

The term of this Agreement shall be from January 1, 2013 to October 31, 2016.

III. RESPONSIBILITIES OF OJD:

- a. OJD agrees to contribute a total of \$60,000.00, due in accordance with the following schedule: \$10,000.00 in October 2013, \$10,000.00 in October 2014, \$20,000.00 in October 2015, and \$20,000.00 in October 2016.
- b. Provide a lead person who will devote 50% percent of their OJD work week to assist with the development of the interactive FAPA forms in cooperation with City's Project Manager.
- c. Provide information or training on court specific needs or processes during the development of the process.

IV. RESPONSIBILITIES OF CITY:

- a. Develop the Process using the grant funds it received for that purpose.
- b. Maintain the Process once it is developed.

V. TERMINATION:

- a. OJD may terminate this Agreement as follows:
 - i. OJD may immediately terminate this Agreement if Federal, state or local laws, regulations, or guidelines are modified or interpreted in such a way that the performance of OJD's responsibilities under this Agreement is prohibited or OJD is prohibited from paying City as provided in Paragraph III from the planned funding source.
 - ii. OJD may immediately terminate this Agreement if City's contractual relationship with Contractor ends for any reason or if City no longer supports or commends the use of the Process.
- b. This Agreement may be terminated at any time by the written mutual assent of City and OJD.

VI. AMENDMENTS:

This Agreement may be amended by the mutual 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 term or termination of this Agreement, the scope of use and responsibilities amongst the parties. The State Court Administrator is authorized to execute written amendments to this IGA and is the designated OJD contact for this IGA.

VII. 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 State is jointly liable with the City (or would be if joined in the Third Party Claim), the State 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 State 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 State 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 State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.
- c. With respect to a Third Party Claim for which the City is jointly liable with the State (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 State in such proportion as is appropriate to reflect the relative fault of the City on the one hand and of the State 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 State 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.

VIII. INSURANCE:

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

IX. ADHERENCE TO LAW:

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

X. NON-DISCRIMINATION:

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

XI. ACCESS TO RECORDS:

Each party shall access to the books, documents and other records of the other which are related to this Agreement for the purposes of examination copying and audit, unless otherwise limited by law.

XII. SUBCONTRACTS AND ASSIGNMENT:

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

XIII. 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.

<p>The, Oregon Judicial Department, by and through the Office of State Court Administrator</p> <p><i>[Signature]</i> By: Kingsley W. Click State Court Administrator</p> <p>Date <u>2/15/13</u></p>	<p>City of Portland</p> <p><i>[Signature]</i> By Dan Saltzman Commissioner</p> <p>Date <u>3/1/13</u></p>
<p>Approved as to Form:</p> <p><u>Approved via email 2/11/13</u> Legal Counsel Oregon Judicial Department</p>	<p>Approved as to Form: APPROVED AS TO FORM</p> <p><i>[Signature]</i> City Attorney CITY ATTORNEY</p>