

City Agreement Number: _____
Council Approved Date: _____

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement is entered into by and between the City of Portland, Oregon ("City"), and Multnomah County, Oregon ("County").

PURPOSE

The purpose of this Intergovernmental Agreement ("IGA" or "Agreement") is to establish a framework for the City and County to jointly support several technology requirements for the operation of the Gateway Center for Domestic Violence Services ("the Center").

The Gateway Center for Domestic Violence Services is jointly supported by the City and the County under the terms of IGA (#30000956) and a Lease (#30000944), both approved in October 2010. This IGA further clarifies the support for the computer hardware that will be used by City employees and grantees in the Center that is referenced in the Lease.

RECITALS

- a. The Lease provides that the Landlord (County) will cause several utilities and services to be furnished to the building including phone service and internet service.
- b. The Center will co-locate service providers from different agencies. City employees will administer the program. The City will provide grants to community-based domestic violence service agencies to provide advocacy or "navigator" services within the Center. Other on site partners will include the District Attorneys office, the Oregon Department of Human Services, Legal Aid Services of Oregon, and Volunteers of America - Home Free. Additional agency partners may occupy the Center over time under agreements pursuant to City/County contract #3000956.
- c. City employees and navigators will all have access to the County network in order to facilitate communication, access to needed social service information and data collection and sharing.
- d. The County intends to procure and support County-owned computer hardware that operates on the County network within the Center.
- e. The City intends to pay for the computer hardware purchased by the County for use in the Center.
- f. The County also intends to provide technical oversight and support for the video conferencing equipment that will be purchased by the City using funds from the Mt. Hood Cable Regulatory Commission Community Access Grant accepted by City Council in February 2010.
- g. The City will procure the video conferencing equipment and the County will install and maintain the equipment into the Center. The other half of the equipment will be installed in the Multnomah County Courthouse on 4th avenue by Oregon Judicial Department staff.

- h. Only those partners identified in this Agreement (i.e. the navigators and the administrators of the program) will operate County computers under this agreement unless expressly agreed by both parties.
- i. The County will support those partners who operate in the Center under formal agreements with the Center's administration (including intergovernmental agreement, interagency agreement, service contract or grant) with connectivity to the Internet. The County will not be expected to support partners with connection to their agency-specific data services. Access to agency-specific service information or data systems will be the responsibility of the individual partner agency.

The Parties Agree As Follows:

1. **TERM** This Agreement shall extend from May 1, 2010 to October 30, 2014. This Agreement may be renewed or extended upon written agreement of both parties provided in this Agreement.
2. **RESPONSIBILITIES OF THE CITY WILL BE TO:**
 - a. Pay for the hardware (i.e. computers and other related equipment) as purchased for use in the Center and invoiced to the City by the County in an amount not to exceed \$18,000.
 - b. Provide the video conferencing equipment as procured by the City for use in the Center.
 - c. Work cooperatively with County IT staff to identify and clarify Center technology needs such that the County effort and expense to support those needs is mitigated.
3. **RESPONSIBILITIES OF THE COUNTY WILL BE TO:**
 - a. Procure computers and related equipment as needed by the Center administration and grantees who will have equipment that will be supported by County staff (e.g. the administrators and the navigators) not to exceed 7 computers. The parties agree that the County will use its best procurement efforts to maximize its procurement power and obtain the best pricing for equipment.
 - b. Recycle or dispose of old computers referenced in 3(a) when replaced by new computers. The parties agree to consult each other on computer equipment replacement, recycling and disposal policies and work together to ensure that equipment replacement is within the Center's budget and timetable. When the equipment is taken out of use from the Center, whether due to replacement or termination of this Agreement, the Center shall have adequate time to remove or transfer any non-County data or software from the equipment used by the Center; in the alternative, the County may delete all non-County data and software from the equipment returned to the County if desired by the Center in writing.
 - c. Invoice the direct cost of the equipment to the City.

- d. Provide ongoing technical assistance and support to those County machines used in the Center.
- e. Provide installation, support and oversight to the video conferencing equipment maintained at the Center and owned by the City.
- f. Provide technical connectivity support to additional occupants of the Center so that they can access the internet from their workstations in the Center. The County agrees that it will work with the City's and/or another partner's information technology staff to troubleshoot and to ensure that the information system and software of the parties will be able to work properly on the equipment for the Center

TERMINATION. Either party upon 30 days written notice may terminate this agreement. When the equipment is taken out of use from the Center due to termination of this Agreement, the Center shall have adequate time to remove or transfer any non-County data or software from the equipment used by the Center; in the alternative, the County may delete all non-County data and software from the equipment returned to the County if desired by the Center in writing.

4. **AMENDMENTS.** This Agreement can be amended by mutual written agreement of the both parties.
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 City 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, City shall indemnify, defend and hold harmless County from and against all liability, loss and costs arising out of or resulting from the acts of City, 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.

Multnomah County, Oregon

City of Portland

By: Jeff Cogen, Chair

By:
Title:

Reviewed:

Approved as to Form:

**AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON**

City Attorney

Assistant Multnomah County Attorney