

**INTERGOVERNMENTAL AGREEMENT**

This is an Agreement between the City of Portland (Portland) and Multnomah County (County), pursuant to authority granted in ORS Chapter 190.

**PURPOSE:**

The purpose of this agreement is to provide a temporary facility to house intoxicated persons on new year's eve and new year's day, 1999-2000.

The parties agree as follows:

1. **TERM** The term of this agreement shall be from December 29, 1999 to January 5, 2000.
2. **RESPONSIBILITIES OF COUNTY.** County agrees to do the following:
  - 2.1 Provide space in the McCoy building on the first floor as shown on the drawing attached as Exhibit 1 (the Premises) for use by Portland to temporarily house intoxicated persons. County shall supply all utilities at County expense. However, County shall not be liable for any interruption of utilities that is beyond the control of the County. Portland shall be responsible for arranging for and providing backup utilities necessary to continue to occupy the Premises in the event of interruption. Ingress and egress to the Premises shall be solely from the entrance at 408 SW Fifth.
3. **RESPONSIBILITIES OF PORTLAND.** Portland agrees to do the following:
  - 3.1 Provide staffing at the minimum level required by law.
  - 3.2 Restore the premises to the condition it was in prior to occupancy by Portland, provided that, in lieu of cleaning carpet soiled or damaged during Portland's occupancy, Portland shall have the option to remove the carpet and disposing of it at Portland's expense.
  - 3.3 Provide temporary toilet facilities at Portland's expense within each separate holding cell.
  - 3.4 Notify the County immediately at emergency phone number if any property damage occurs that threatens the security or safety of the building in which the Premises are located.
4. **INDEMNIFICATION** To the fullest extent permitted by law Portland shall indemnify, defend and hold harmless County from and against all liability, loss and costs, including attorney fees, arising out of or resulting from the acts of Portland, its employees and agents in the performance of this agreement.
5. **ADHERENCE TO LAW** Each party shall comply with all federal, state and local laws and ordinances applicable to this agreement.
6. **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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7. **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.

8. **SUBCONTRACTS AND ASSIGNMENT** Neither party will subcontract or assign any part of this agreement without the written consent of the other party.

9. **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 \_\_\_\_\_

By Vera Katz

Title \_\_\_\_\_

Title \_\_\_\_\_

Reviewed:

Approved as to form:

\_\_\_\_\_  
TOM SPONSLER, COUNTY COUNSEL  
FOR MULTNOMAN COUNTY

Jeffrey D. Rogers  
City Attorney

**ORDINANCE No. 174053**

**\*Ratify Agreement with Multnomah County for Temporary Holding Facility for Intoxicated Persons (Ordinance)**

The City of Portland ordains:

Section 1. The Council finds:

1. Planning for downtown celebrations on New Year's Eve identified the need for a temporary facility to house intoxicated persons, pending transport to other facilities.
2. Multnomah County agreed to provide space for a temporary facility at the McCoy Building, as described in the Intergovernmental Agreement attached hereto as Exhibit A. The IGA does not require financial compensation to the County, but it imposes obligations with respect to Portland's use and maintenance of the premises.
3. The Intergovernmental Agreement was not prepared in time for adoption by City Council prior to December 31, 1999.
4. Pursuant to the authority contained in PCC § 5.32.030, the Mayor executed the Intergovernmental Agreement on behalf of the city as an emergency transaction. PCC § 5.32.030 provides that emergency transactions shall be approved by the Council, by ordinance, at the next regular Council meeting.

NOW, THEREFORE, the Council directs:

- a. The Intergovernmental Agreement between Portland and Multnomah County relating to use of the McCoy Building for temporary housing of intoxicated persons, attached as Exhibit, A is hereby ratified and approved.

Section 2. An emergency is declared to exist, in that services have already been provided by Multnomah County and there is an immediate need to ratify the City's obligations as contained in the IGA. This Ordinance shall therefore be in full force and effect from the date of its passage.

Mayor Vera Katz

Peter Kasting:pk

December 30, 1999

Passed by the Council:

**JAN 05 2000**

**Gary Blackmer**

Auditor of the City of Portland

By: *Bette Olson*

Deputy

Agenda No.

ORDINANCE NO.

174053

Title

\*Ratify Agreement with Multnomah County for Temporary Holding Facility for Intoxicated Persons (Ordinance)

INTRODUCED BY	DATE FILED: <b>JAN 03 2000</b>
Mayor Katz	Gary Blackmer Auditor of the City of Portland
NOTED BY COMMISSIONER	
Affairs	By: <u>Gary Kerschner</u> Deputy
Finance and Administration	For Meeting of: _____
Safety	ACTION TAKEN:
Utilities	
Works	
BUREAU APPROVAL	
Bureau: City Attorney	
Prepared by Peter Kasting:pk Date December 30, 1999	
Budget Impact Review: ___ Completed ___ Not Required	
Bureau Head:	

AGENDA	FOUR-FIFTHS AGENDA	COMMISSIONERS VOTED AS FOLLOWS:		
			YEAS	NAYS
Consent Regular <b>X</b>	Francesconi <u>Francesconi</u>	Francesconi	✓	
NOTED BY	Hales <u>Charles Hales</u>	Hales	✓	
City Attorney <u>Peter Kasting</u>	Saltzman <u>Jan Saltzman MP</u>	Saltzman	✓	
City Auditor	Sten <u>Erik Sten</u>	Sten	✓	
City Engineer	Katz <u>V. Katz</u>	Katz	✓	