

## INTERGOVERNMENTAL AGREEMENT

This is an Agreement between the City of Portland (City) and Multnomah County (County).

### PURPOSE:

The purpose of this agreement is to describe the conditions and expectations for the operation of the Area Agency on Aging for Portland and Multnomah County.

### RECITALS:

- A. WHEREAS, there are about 100,000 persons over the age of 60 in the City and the County, with increasing sub-populations of elders who are ethnic minorities, with a rapidly growing population of persons over age 85, and with the entry of a growing number of the baby boomer generation who will be needing aging services; and
- B. WHEREAS, City and County recognize the problems of those elderly persons with fixed incomes and frail health, and have demonstrated their support for services to this population; and
- C. WHEREAS, pursuant to Section 305 of the Older Americans Act of 1965, as amended, the Seniors and People with Disabilities Services Division of the Department of Human Services (hereinafter called State) has designated the geographic boundaries of Multnomah County including the incorporated areas of the City of Portland, as one planning and service area; and
- D. WHEREAS, the parties by concurrent action in 1974, and in keeping with the Intergovernmental Cooperation provisions of ORS Chapter 190, agreed to serve as the Area Agency on Aging (hereinafter called the AAA) to plan, coordinate and conduct a comprehensive social service delivery system for elderly residents within the boundaries of Multnomah County (the State-designated service area) for the period beginning July 1, 1974 and continuing until this agreement is terminated or replaced; and
- E. WHEREAS, the designation of an administrative unit to assume the responsibilities of the AAA is necessary to receive Federal funds under the Older Americans Act, State funds through Oregon Project Independence, and Federal/State funds under Title XIX of the Social Security Act; and
- F. WHEREAS, the parties agreed in 1984 that the County would serve as the administrative agency for the AAA; and

- G. WHEREAS, it is the intention of the City and County to jointly fund the Multnomah County Aging and Disability Services Division operating as the AAA; and
- H. WHEREAS, the City and County are both committed through Aging Policy for Portland and Multnomah County of 1982 to support specialized urban and human services to the elderly;

THEREFORE, the City and County agree as follows:

1. **TERM.** The term of this agreement will be from July 1, 2009 to June 30, 2014. This agreement may be renewed for up to one (1) additional five-year period by written consent of the parties.
2. **JOINT RESPONSIBILITIES OF CITY AND COUNTY**
  - A. Subject to available funding, City and County will continue to jointly fund the AAA for the period of this agreement. Once committed to in a given year, funding for the AAA will not be reduced as a result of City and County service negotiations.
  - B. City and County have entered into a separate agreement for development and utilization of the East Portland Community Center, including an outstation for Aging Services System social service and outreach staff at that location.
  - C. City and County agree to implement collaborative efforts aimed at four policy areas, approved by the City Ordinance No. 035507 on April 10, 1996.
  - D. It is the policy of City and County together to provide the required local funding for the AAA. The provision of funding by City and County will be determined through approval of respective City and County annual budgets.
3. **RESPONSIBILITIES OF CITY.**
  - A. City will provide funds to the County for AAA activities to support services to the elderly within the city boundaries, as prescribed in the Annual Plan and approved by State, under the Older Americans Act, Oregon Project Independence, and Title XIX program.
  - B. City's Parks Bureau designee will serve as the City's liaison to receive notices and billing invoices from the County. The City liaison shall be the Manager of Workforce and Community Alliances, unless someone else is designated in writing by the Director of Portland Parks and Recreation.

- C. The City budget allocation for the AAA will be administered by the Bureau of Parks and Recreation and will support operations of the District Senior Service Centers and the Gatekeeper Program.
- D. City will provide funds annually to be used for District Senior Center related services and senior center development only. The amount of funding shall be determined through the City's budget process, and the City liaison will give timely written (email shall suffice) notice of the amount each year by June 30. Upon invoice from County, the City will pay the amount in four equal payments made on August 1, November 1, February 1 and May 1.
- E. For the period July 1, 2009 through June 30, 2010, City agrees to pay \$594,959 for support of the AAA.

#### 4. RESPONSIBILITIES OF COUNTY.

- A. County will continue to have administrative responsibility for the AAA until this agreement is terminated or replaced.
- B. The AAA will operate as a separate unit, called the Aging and Disability Services Division.
- C. County will provide to the City reports on services to the elderly provided through this Agreement, including an annual report on Senior Center Development.
- D. County will perform within the boundaries of County, all services to the elderly prescribed by the Annual Plan and approved by the State, including services available through the Older Americans Act of 1965, as amended, Oregon Project Independence, and Title XIX (Medicaid) Program. In the event City fails to provide its share of local funding based on the approved Annual Plan, County at its discretion may review and revise its obligation under this Section.
- E. County will maintain sub-planning and service area districts within County boundaries and will maintain advisory committees for each of these designated sub-planning and service area districts. The advisory committees will have review and comment authority on all funds and services allocated to the respective sub-districts.
- F. County will provide to the City's Parks Bureau all billing invoices and any other program reports as requested by the Parks Bureau designee prior to payment by the City.
- G. County will hold intact the AAA policy of contracting for services and developing and implementing a single entry system.

- H. County will support the AAA policy of allocating funds and services, for non-restricted funding sources, to the designated sub-planning and service area districts through an allocation formula based on the in-need elderly population within County boundaries. Upon request, County will provide a copy of this funding allocation to the City Parks Bureau designee and all District Senior Service Center site managers.
- I. County will waive indirect costs for the Older Americans Act and Oregon Project Independence funds now and in the future. County will not divert these funds from services to pay indirect costs. County will charge indirect costs on Title XIX Administrative dollars and new Federal and State dollars as allowed.
- J. County will acknowledge City's funding of the program in materials, websites and other publications related to the AAA programs funded by City.
- 5. **TERMINATION.** This agreement may be terminated by either party upon 60 days written notice for any reason. If the Agreement is terminated, City's annual payment will be prorated to the date of termination.
- 6. **INDEMNIFICATION.** Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, County will 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 will 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.
- 7. **INSURANCE.** Each party will each be responsible for providing worker's compensation insurance as required by law. Neither party will be required to provide or show proof of any other insurance coverage.
- 8. **ADHERENCE TO LAW.** Each party will comply with all federal, state and local laws and ordinances applicable to this agreement.
- 9. **NON-DISCRIMINATION.** Each party will comply with all requirements of federal and state civil rights and rehabilitation statutes and local non-discrimination ordinances.
- 10. **AUDITS AND ACCESS TO RECORDS.** Each party will 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. County shall maintain such records for at least four years after payment is received. The City, either directly or through a designated representative, may audit the County's records related to this Agreement at any time. If an audit discloses that payments to

County were in excess of the amount to which County was entitled, then County shall repay the amount of the excess to City.

11. **SUBCONTRACTS AND ASSIGNMENT.** Neither party will subcontract or assign any part of this agreement without the written consent of the other party.
12. **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. The Director of Portland Parks and Recreation is authorized, on behalf of the City, to amend this Agreement provided such changes do not increase the City's financial risk.
13. **ADDITIONAL TERMS AND CONDITIONS:** City's obligation to continue this contract from one fiscal year to the next is dependent upon receipt of dequate budget allocations in the annual budget. In the event that the City fails to receive adequate funding, it will provide County with immediate notice and pay in full for any services delivered prior to notice.
14. **THIRD PARTY BENEFICIARIES.** There are no third party beneficiaries to this Agreement. The Agreement may only be enforced by the parties.
15. **OREGON LAWS AND FORUM.** This Grant Agreement shall be construed according to the laws of the State of Oregon, without regard to its provisions regarding conflict of laws. Any litigation between the CITY and GRANTEE arising under this Grant Agreement or out of work performed under this Grant Agreement shall occur, if in the state courts, in the Multnomah County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.

## CITY OF PORTLAND

By: \_\_\_\_\_  
 Nick Fish, Commissioner  
 City of Portland

\_\_\_\_\_  
 Date

By: \_\_\_\_\_  
 LaVonne Griffin-Valade  
 City of Portland Auditor

\_\_\_\_\_  
 Date

## REVIEWED:

Approved as to Form

By: *Patrick Henry*  
 Chief Deputy City Attorney  
 CITY ATTORNEY  
 mrm

5/12/10  
 Date

## COUNTY OF MULTNOMAH

By: *Jeff Cogen* 4/22/10  
 Jeff Cogen, County Chair  
 or Designee Date

## REVIEWED:

Agnes Sowle  
 County Attorney for Multnomah County

Approved by  
 By: *Patrick Henry* 4.5.10  
 Patrick Henry Date  
 Assistant County Attorney