

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE  
CITY OF PORTLAND  
AND  
MULTNOMAH COUNTY**

This agreement is made by and between the City of Portland on behalf of the Police Bureau (PPB) and Multnomah County (County).

**1. PURPOSE:**

The City of Portland (City) and Multnomah County (County) enter into this Intergovernmental Agreement for the purpose of:

- Funding one Deputy District Attorney who will seek and enforce judicially-imposed stay-away orders as conditions of probation in sentences for drug offenses committed in Multnomah County. The requested stay-away orders will be designed to prohibit, as a condition of probation and with appropriate exceptions, entry to areas of Multnomah County identified by the District Attorney as disproportionately affected by concentrated open-air drug sales and use.

**2. Term:**

- The term of this agreement shall be from July 1, 2012 through June 30, 2013, and will break down as follows:
  - One full time Deputy District Attorney (\$129,445)
- Invoices for payment shall be submitted to the City at the end of every quarter and payment to the County shall be made within 20 days of receipt of invoice.

**EARLY TERMINATION**

This agreement may be terminated by either party prior to the end of the term of the agreement with 30 days written notice. Termination under any provision of this paragraph shall not affect any rights, obligation, or liability of the County or the City, which accrued prior such termination.

**3. INDEMNIFICATION CONTRIBUTION**

Nothing in this section requires the County to indemnify the City as to claims that arise out of the prosecutorial conduct (i.e. the exercise of prosecutorial discretion or professional judgment) of any Multnomah County deputy district attorney.

- 3.1 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 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.
- 3.2 With respect to a third party claim for which the County is jointly liable with the City (or would be if joined in the third party claim), The County shall contribute to the amount of expenses (including attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid for or payable by the City in such proportion as is appropriate to reflect the relative fault of the County 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 County on the one hand and 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 County's contribution amount in any instance is capped to the same extent it would have been capped under Oregon Law if the County had sole liability in the proceeding.
- 3.3 With respect to a third party claim for which the City is jointly liable with the County (or would be if joined in the third party claim), the City shall contribute to the amount of expenses (including attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the County in such proportion as is appropriate to reflect the relative fault of the City on the one hand and of the County 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 County 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.

#### 4. 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.

**5 OREGON LAW AND FORUM**

This agreement shall be construed according to the laws of the State of Oregon. Any action regarding this agreement or work performed under this agreement shall be filed in Multnomah County or in the United States District Court for the district of Oregon.

**6. NON-DISCRIMINATION**

Parties will comply with all federal, state, and local statutes regarding civil rights and non-discrimination practices.

**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. The books, documents and other records related to this agreement shall be maintained as long as stipulated in the Grant or by federal law, whichever is the longer.

**8. SUBCONTRACTS AND ASSIGNMENT**

Neither party shall subcontract or assign any part of this agreement without the written consent of the other party.

**9. MODIFICATION**

This agreement may be modified by mutual consent of the parties. Any modification to provisions of this agreement shall be reduced to writing and signed by all parties.

**10. ALTERNATIVE DISPUTE RESOLUTION.**

The parties should attempt in good faith to resolve any dispute arising out of this agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

**11. SEVERABILITY**

- 11.1. The Parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights

and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term held to be invalid.

## 12. COUNTERPARTS

- 12.1. This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Agreement so executed shall constitute an original.

CITY OF PORTLAND

MULTNOMAH COUNTY

\_\_\_\_\_  
Sam Adams, Mayor

\_\_\_\_\_  
Michael D. Schrunk, District Attorney  
9/25/2012

APPROVED AS TO FORM

James H. Van Dyke  
\_\_\_\_\_  
CITY ATTORNEY  
James Van Dyke, City Attorney  
10/15/12

See email - Jacquie Weber  
\_\_\_\_\_  
Jenny Morf, County Attorney 7/31/12

\_\_\_\_\_  
LaVonne Griffin-Valade, Auditor

\_\_\_\_\_  
Jeff Cogen, Chair  
10-02-12