

INTERGOVERNMENTAL AGREEMENT

Contract Number 4400003842

This is an Agreement between City of Portland (City) and Multnomah County (County), referred to collectively as the "Parties."

CONTRACTOR ADDRESS: 1120 SW Fifth Ave., Room 1250
CITY, STATE, ZIP: Portland, OR 97204-1912

Contract Documents. This Contract includes the following attached documents:

Attachments

Attachment Letter	Description
F	Intentionally Omitted
H-1	Intentionally Omitted
H-2	Intentionally Omitted
H-3	Intentionally Omitted

PURPOSE:

House Bill (HB) 3194 is a criminal justice bill aimed at enhancing public safety and saving money by utilizing local public safety strategies. This legislation is intended to maintain Oregon's public safety system by directing savings from averted prison growth toward investments in our local communities and focus on implementing proven Evidence Based Practices (EBP). The Multnomah County Justice Reinvestment Program (MCJRP), a group of public safety agencies and partners, is the policy group guiding the operationalization of the HB 3194 legislation.

Within the MCJRP, the 3194 Offender Law Enforcement Supervision and Support (OLESS) serves as the law enforcement team which monitors offenders on probation who previously would have been sent to prison. OLESS consists of Portland Police Bureau, Troutdale Police Department, City of Gresham Police Department, Fairview Police Department, and the Multnomah County Sheriff's Office.

The parties agree as follows:

1. **TERM.** The term of this agreement shall be from January 1, 2018 to June 30, 2019.
2. **CONSIDERATION.** The maximum payment under this Contract, including expenses, is \$217,778 for personnel and non-personnel costs described herein. Payments shall be issued as follows:
 - a. For the period January 1, 2018 through June 30, 2018: \$70,918
 - b. For the period July 1, 2018 through June 30, 2019: \$146,860
3. **RESPONSIBILITIES OF CITY.** The City agrees to:
 - a. Provide one (1) Police Officer to work in partnership with a Multnomah County Sheriff Deputy, each working a four-day, ten-hour schedule per week in order to coordinate with existing Parole Officers to enhance the responsibility of supervision.
 - b. The Police Officer shall serve warrants and detainers on offenders, assist with home visits, redirect offenders to wraparound services as directed by their probation officer, and provide proactive patrol in areas where offenders live and/or commit crimes.
 - c. The Police Officer will document and notify County probation of non-compliant activities when encountered.

4. RESPONSIBILITIES OF COUNTY. The County agrees to:

- a. Identify clients in the law enforcement system and provide names and SID numbers to the law enforcement support team.
- b. County shall work in partnership with law enforcement support team to ensure that the goals of the MCJRP are met.

5. TERMINATION. This agreement may be terminated by either party upon thirty (30) days' written notice.**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 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.**7. 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.**8. ADHERENCE TO LAW.** Each party shall comply with all federal, state and local laws and ordinances applicable to this agreement.**9. NON-DISCRIMINATION.** Each party shall comply with all requirements of federal and state civil rights and rehabilitation statutes and local non-discrimination ordinances.**10. 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.**11. SUBCONTRACTS AND ASSIGNMENT.** Neither party will subcontract or assign any part of this agreement without the written consent of the other party.**12. PAYMENT/BILLING.** City shall invoice County according to the following schedule:

- a. \$70,918 shall be invoiced on January 31, 2018, and \$146,860 shall be invoices on July 31, 2018.
- b. Invoices shall be sent to the address listed below. County shall compensate City within thirty (30) days' following receipt of invoice.

Department of Community Justice
501 SE Hawthorne Blvd., Suite 250
Portland, OR 97214

13. ORS 190-COOPERATION OF GOVERNMENT UNITS. This agreement is not an ORS 190 governmental agreement as defined by the Oregon Revised Statutes (ORS 190.003-190.800).**14. FEDERAL FUNDS SUBRECIPIENT.** The Catalog of Federal Domestic Assistance (CFDA) number(s), title(s) and amount(s) of the Federal funds are shown below along with other required information about the Federal award per CFR200, Subpart D – Post Federal Award Requirements Standards for Financial and Program Management, Section §200.331 (see Attachment F). If this Contract is a subaward (making Contractor a subrecipient of Federal funds), Contractor shall conduct an audit as described under 2 CFR 200.500-521 (which replaces OMB Circular A-133) if such an audit is required by Federal regulations. If there is a change to funding for this Contract that adds Federal funding or changes existing funding to Federal, Contractor will be notified via a certified letter within 30 days.

CFDA #	Program Title	Program Amount
Not applicable	Not applicable	Not Applicable

15. FISCAL REQUIREMENTS. Contractor agrees to the following if a Federal Funds Subrecipient:

- a. Contractor agrees to use, document, and maintain accounting policies, practices and procedures, and cost allocations, and to maintain fiscal and other records pertinent to this Contract consistent with Generally Accepted Accounting Principles (GAAP), Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR Chapter I, Chapter II, Part 200), Oregon Administrative Rules, County financial procedure in the *Countywide Contractor's Fiscal Policies and Procedures Manual* located at: <http://web.multco.us/finance/fiscal-compliance>. Accounting records shall be up-to-date and shall accurately reflect all revenue by source, all expenses by object of expense and all assets, liabilities, and equities consistent with the Generally Accepted Accounting Principles, Oregon Administrative Rules, and County procedures. Reports and fiscal data generated by the Contractor under this Contract shall be accessible to County upon request.
- b. Contractor shall be subject to a County fiscal compliance review to monitor compliance with the County's financial reporting and accounting requirements. The review shall be completed periodically, as described in the *Countywide Contractor's Fiscal Policies and Procedures Manual*. If Contractor's corporate headquarters are out of state, Contractor agrees to pay travel costs incurred by County to conduct fiscal review. These costs include, but are not limited to, transportation to corporate headquarters, lodging, and meals.
- c. Contractor, if it is a state, local government or non-profit organization and a subrecipient of Federal funds, shall meet audit requirements of Office of Management and Budget (OMB) Uniform Administrative Requirements "Audits of States, Local Governments, and Non-Profit Organizations" (2 CFR Chapter I, Chapter II, Part 200), Subpart F (formerly OMB Circular A-133 December 25, 2014 and earlier).
- d. Contractor agrees that audits must be conducted by Certified Public Accountants who satisfy the independence requirements outlined in the rules of the American Institute of Certified Public Accountants (Rule 101 of the AICPA Code of Professional Conduct, and related interpretation and rulings), the Oregon State Board of Accountancy, the independence rules contained within Government Auditing Standards (2003 Revision), and ruled promulgated by other Federal, State, and local government agencies with jurisdiction over Contractor. Those rules require that the Certified Public Accountant be independent in thought and action with respect to organizations who engage them to express an opinion on Financial Statements or to perform other services that require independence.
- e. Limited Scope and Full Audits, including the Management Letter associated with the audit, if issued, and all specifications identified in the County's *Fiscal Policies and Procedure Manual* shall be submitted to the County within thirty (30) days from the date of the report, but in no case later than nine (9) months after the end of the Contractor's fiscal year. Failure to submit required audits and Management Letter by specified deadlines shall be cause for withholding of Contract payments until audits are submitted.

16. ADDITIONAL TERMS AND CONDITIONS:

- a. The following COUNTY representatives are the designated contacts for finance, program and contracting questions and/or communication:

Finance: Joyce Resare, Business Services Manager
(503) 988-3961
joyce.resare@multco.us

Program: Truls Neal, Deputy Director
(503) 988-5584
truls.neal@multco.us

Contract: Michelle Hull, Contract Specialist, Senior

(503) 988-8290
michelle.hull@multco.us

17. **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 INTERGOVERNMENTAL AGREEMENT
Contract Number 4400003842

CONTRACTOR SIGNATURE

I have read this Contract including any attached Exhibits and Attachments. I understand the Contract and agree to be bound by its terms.

Signature: _____

Title: Mayor

Name (print): Ted Wheeler

Date: _____

MULTNOMAH COUNTY SIGNATURE

This Contract is not binding on the County until signed by the Chair or the Chair's designee.

County Chair or Designee: Debraan Kahmyles

Date: 3/16/18

Department Director Review (optional):

Director or Designee: not applicable

Date: _____

County Attorney Review:

Reviewed: JENNY M. MADKOUR, COUNTY ATTORNEY FOR MULTNOMAH COUNTY, OREGON

By Assistant County Attorney: David Blankfeld via email

Date: January 31, 2018

City of Portland

Approved as to Form:

City Attorney's Office Date