

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF PORTLAND AND MULTNOMAH COUNTY
CONTRACT NO. _____**

INTERGOVERNMENTAL AGREEMENT REGARDING MULTNOMAH YOUTH COMMISSION

THIS AGREEMENT is between the City of Portland, a municipal corporation duly incorporated under the laws of the State of Oregon, ("City"), and Multnomah County, a home rule county formed under the laws of the State of Oregon, ("County"). Each may be referenced individually as a "Party", or collectively as the "parties" or the "Jurisdictions." This Agreement is made pursuant to ORS 190.003 to ORS 190.110, the general laws and Constitution of the State of Oregon, and the laws and charters of the Jurisdictions.

Section 1. General Purposes.

The City and County both promote youth engagement policies and actions, such as creation and adoption of a youth bill of rights, assessments of current youth involvement practices, youth internships, youth advisory groups, and service provision to young people. County, through the Commission on Children, Families & Community (CCFC) has an existing advisory commission, the Multnomah Youth Commission (MYC), comprised of local young people ages 13-21 who serve as advisors on County policy and programs. MYC will remain a part of CCFC, but will also directly provide advice to the Board of County Commissioners and Portland City Council through this agreement.

To further the public interest, the Jurisdictions desire to create a joint youth commission. A joint commission will increase the public's ability to assess progress in youth engagement and to adopt positive youth development policies and practices. The Commission may further serve as an advisory body to the Jurisdictions on matters relating to youth programs, policies, or practices, and serve as the Jurisdictions' representative for regional, state or national youth policy matters.

Section 2. Definitions.

- A. "Commission" means the joint Multnomah Youth Commission as formed under this Intergovernmental Agreement.
- B. "Commissioner" means a member of the joint Multnomah Youth Commission as formed under this Intergovernmental Agreement.
- C. "Jurisdiction" means any municipality or county that enters into this Agreement.
- D. "Person" means any corporation, partnership, proprietorship, association, individual, or other legal entity authorized to do business in the State of Oregon, or any natural person.

Section 3. Commission Creation and Powers.

- A. Creation. The Commission is created to carry out the purposes set forth in this Agreement. The Commission is not authorized to modify, limit or alter any permit or regulatory process of any of the Jurisdiction's offices, agencies or bureaus. Subject to that limitation, the Commission may:
 - 1. Advise and make recommendations to the Jurisdictions' governing bodies on policies and programs to ensure that young people form relationships with caring adults, build skills, exercise leadership, and help their communities while obtaining the opportunities, skills, and experiences necessary to become healthy, productive adults;
 - 2. Articulate and promote long-range goals and objectives for developing and achieving positive youth development for all youth in our community;
 - 3. Promote positive youth development strategies among citizens, businesses, governmental agencies and community-based organizations;

4. Develop opportunities for all citizens to learn about values, principles, and practices that will encourage healthy, happy, and engaged young people;
 5. Assist in the coordination of policies and actions creating more youth friendly communities; and,
 6. Meet annually with the governing bodies of the Jurisdictions to report on the Commission's activities and achievements in the prior year and plans for the upcoming year.
- B. Subject to the limitations contained in this Agreement, the Commission is vested with the powers, rights and duties necessary to carry out these purposes as are vested in each Jurisdiction, its officers and agencies.
- C. Recommendations on Grants and Contracts. The Commission may provide recommendations and advice to the City and the County regarding contracting and grant applications to support positive youth development.

Section 4. Commissioners.

- A. Composition. The Joint Commission shall consist of thirty-two Commissioners with voting powers and ten "at large" Commissioners without voting powers. Until August 1, 2008, the current Commissioners shall retain their positions. Thereafter, the membership committee of the current Youth Commissioners and staff of the participating jurisdictions will recommend persons to serve as voting and "at large" Commissioners and forward those recommendations to the chief executive officer of each jurisdiction, who will jointly appoint them from the names forwarded to them.
- B. Each member of the governing bodies of the jurisdictions may select one of the persons appointed to serve as Commissioner to be there liaison to the Commission.
- C. At-large Commissioners serve in the same capacity as other Commissioners with the exception of voting privileges. In the event of a vacancy of a Commissioner with voting powers by termination or resignation, the remaining Commissioners will select a person to fill that vacancy from the at-large Commissioners and then forward that recommendation to the chief executive officer of each jurisdiction, who will jointly fill the vacancy from the name or names forwarded to them.
- D. If a jurisdiction joins this IGA at a later date, it will participate in the appointment of Commissioners at the next time that appointments will occur.
- E. A majority vote consists of more than 50% of the appointed, voting Commissioners, regardless of the number of voting Commissioners who are present. No Commission action shall be in effect except on a majority vote.
- F. Term of Office and Succession. Commissioners shall serve for terms of one year. Commission terms are effective beginning August 1 of one calendar year through July 31 of the following year. Current at-large Commissioners may fill a vacancy on the Commission if a majority of current voting Commissioners vote to forward their name for possible appointment.
- G. Compensation. Commissioners may be compensated for their service and reasonable expenses of carrying out the work of the Commission if agreed upon by all jurisdictions that are a party to this agreement and supported by policies of the Jurisdictions.
- H. Removal. Absence from three Commission meetings within a six-month period shall constitute cause for removal of a Commissioner from their remaining term of office. Removal of a Commissioner requires a majority vote of current voting Commissioners.

Section 5. Meetings, Rules of Procedure and Officers.

- A. Meetings to be Public. Meetings of the Commission shall be conducted pursuant to the Oregon Public Meetings law.

B. Rules of Procedure:

1. Times and places of regular meetings; Meetings shall be held the Second and Fourth Sunday of every month, unless otherwise noticed, from 4:30pm-7:30pm. Meetings shall alternate between sites chosen by each jurisdiction. Notice of the meetings shall be given as required by the public Meetings Law.
2. The method and manner of calling special meetings; Additional special meetings shall be called by the Coordinating Committee of the Commission or the Commission Co-Chairs who shall provide for at least seven (7) days advance notice of such meetings. Notice of these meetings shall also comply with the requirements of the public Meetings law.
3. The method, term & manner of election of officers; The current Co-Chairs shall serve their terms until August 1, 2008. Thereafter, the Commission shall elect two (2) Co-Chairs by majority vote by June 1st of each year, beginning in June, 2008. The voting process shall be overseen by the Coordinating Committee. Until August 1, 2008, the current Commissioners shall retain their positions. Thereafter, Terms of the Commissioners shall begin on August 1 of the upcoming year and end on July 31st of the next year.
4. The responsibilities and duties of Co-Chairs are as follows:
 - a) They are responsible for convening meetings and for providing any notices pursuant to the Public Records Act for all regular and special Commission meetings and events;
 - b) They are the official spokespersons for the Commission;
 - c) Co-Chairs must have served at least one year on the Commission to be elected to this position.
 - d) Appointing members of the Coordinating Committee as provided in Section 6 below;
 - e) Establishing subcommittees as the Co-Chairs believe are necessary;
 - f) Appointing, with feedback from Commissioners, the chair of each subcommittee for a term of one-year, subject to reappointment.
 - g) Supporting and coordinating the efforts of the Commission's committees.
5. The Commission shall conduct the following business at its first meeting, or as soon as practicable thereafter:
 - a) Establish procedures for execution of writings and legal documents; and
 - b) Adopt by-laws governing Commission work.

Section 6. Subcommittees.

- A. Coordinating Committee. The Commission shall establish a Coordinating Committee, which shall include the Commission co-chairs, Commission staff and at least three other Commissioners as appointed by the co-chairs. The Coordinating Committee will set the Commission's agenda and develop new projects for the Commission.
- B. Subcommittees. The Commission co-chairs may appoint such other subcommittees as may be deemed necessary to pursue other projects. Such subcommittees will include at least two Commissioners. Other citizens, or City or County staff, may participate as ex-officio subcommittee members, as appointed by the participating Commissioners.
- C. Staffing. The City will provide staff support for full Commission meetings, the Coordinating Committee, and up to two additional subcommittees. The County will provide staff support for the full Commission meetings, the Coordinating Committee, and up to two additional subcommittees. Staff support will include scheduling meetings, arranging for meeting space, and preparing agendas and minutes.

Section 7. Administration and Staffing Services.

- A. Monthly Commission meetings. The Commission shall meet at least ten times per year. Additionally, the Commission shall meet at least once per month, excluding July and August in which there will be no meetings of the Commission.
- B. Quarterly City/County meetings. The Commission shall call a meeting of all interested parties to this agreement, including but not limited to City and County elected officials offices, the CCFC, and the Bureau of Planning at least four times per year. These meetings shall help coordinate joint efforts, highlight the efforts occurring within the partnership, and help identify new opportunities and improvements.
- C. Annual planning session. The Commission shall meet one time per year to hold an annual planning session. The jurisdictions will provide a meeting space and a facilitator for the Commission's annual planning session.
- D. Printing. Division of printing costs for Commission publications will be determined on a project-by-project basis. The City and County will each pay the printing costs for the materials distributed to their constituencies.
- E. Reports, letters, outreach. The Jurisdictions will provide staff for the projects undertaken by the Commission, including developing reports, writing letters, and organizing outreach activities that are specific to the business of the respective jurisdictions. Staffing and support of Commission projects with shared outcomes will be negotiated on a case-by-case basis.
- F. Personnel Policy:
 - 1. Commission staff members are full time positions. One position is hired by the County and reports to and is hired by the Director of the CCFC, with input from CCFC staff, Commissioners, and City of Portland staff. One position is hired by the City and reports to and is hired by the Director of the Bureau of Planning (or their designee), with input from Bureau of Planning Staff, Commissioners, and Multnomah County staff.
 - 2. The Commission Co-Chairs shall prepare (on behalf of the Coordinating Committee) an annual, written evaluation of staff and share it with the Director of the CCFC and Director of the Bureau of Planning, or their designees.
 - 3. Multnomah County will be the employer of all County employees who perform services under this Agreement and is responsible for recruiting, hiring, training and assigning staff, payroll, benefits and other employee administration and in no event shall any County employee performing services under this Agreement be deemed an agent of the City in any manner for any purpose.
 - 4. City of Portland will be the employer of all City employees who perform services under this Agreement and is responsible for recruiting, hiring, training and assigning staff, payroll, benefits and other employee administration and in no event shall any City employee performing services under this Agreement be deemed an agent of the County in any manner for any purpose.
- G. Staff Role
 - 1. Staff has the responsibility and authority to carry out established Commission policy, and they are expected to provide adequate Commission and committee support as interpreted by the jurisdictions and Commission co-chairs.
 - 2. Commission staff members are important and vital partners with the Commissioners and strive to build positive relationships with each Commissioner and model positive youth-adult partnerships in all their work.
 - 3. Commission staff believes that the youth of Multnomah County and the City of Portland are not only the leaders of tomorrow, but also the leaders of today. It is the role of staff to work with

Commissioners to achieve Commission goals and to reduce any barriers to success by collecting information, coordinating trainings, or providing Commissioners any other supports they need to be effective.

4. The power and influence of any group is only enhanced when it builds a large and diverse base of support. Commission staff shall work to connect the Commission with other youth and adult leaders that can help advance a positive youth agenda. Specific efforts should be made to create a county, regional, and statewide network of youth working in policy contexts.
5. Commission staff will work to infuse positive youth development theory and practice throughout their respective jurisdictional agencies (the Multnomah County Commission on Children, Families & Community and the City of Portland's Bureau of Planning) as well as throughout the work of the entire jurisdictions.

Section 8. Effective Date.

This Agreement shall become effective upon its adoption by the City and County. Any other Jurisdiction entering into this shall adopt an authorizing ordinance and shall forward a certified copy to Multnomah County. Within 30 days of the effective date of this Agreement, the City of Portland shall forward copies of the authorizing ordinances to the Secretary of State, together with a statement containing the name of the intergovernmental entity created, the parties to the agreement, the purpose of the agreement and the effective date of the agreement, as required by ORS 190.085 (2).

Section 9. Duration and Termination.

- A. Duration. The duration of this Agreement is perpetual and the Commission shall continue from year to year, subject to termination or dissolution as provided below. The Commission shall forward this Agreement to the Jurisdictions every three years for their review.
- B. Termination. In order for any Jurisdiction to withdraw from this Agreement and to prevent obligations for any continuing support for the Commission for the ensuing year, a Jurisdiction may withdraw from the Commission by filing a written notice of withdrawal. The jurisdiction will provide 30 days notice of termination to the Commission. Membership shall continue until the effective date of the withdrawal. Prior to the effective date, the member Jurisdiction may rescind its withdrawal notice at any time.

Section 10. Dissolution.

The Commission formed by this intergovernmental entity can only exist under ORS Chapter 190 only if there are two or more units of local government that have formally agreed to participate in this Intergovernmental Agreement. Therefore if jurisdictions terminate their participation in the intergovernmental entity created by this agreement, and as a result only one or fewer jurisdictions remain as participants, the Commission shall no longer exist. At that point, the Commission shall revert back to an advisory body of the County's Commission on Children, Families & Community, as it existed prior to adoption of this agreement.

Section 11. General Terms.

- A. Entire Agreement. The parties agree and acknowledge that this agreement is a complete, integrated agreement that supersedes and cancels all prior negotiations and understandings of any kind that may previously have been made with regard to the payment of mediation services. Further, the parties agree that this agreement is the entire agreement between them, and that no other promises have been made by either party, either express or implied that are not contained
- B. Severability. If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable, or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. .
- C. Increasing Member Units of Government. The Commission may develop a method for allowing other units of local government to enter into this Agreement

- D. Amendments. The chief executive officer of each participating jurisdiction is hereby authorized to amend this agreement provided the amendments do not impose additional financial liability to the jurisdictions and do not restrict the jurisdiction's participation in the Commission.
- E. 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 the City of Portland 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, the City of Portland shall indemnify, defend and hold harmless County from and against all liability, loss and costs arising out of or resulting from the acts of the City of Portland, its officers, employees and agents in the performance of this agreement.
- F. Insurance. Each party shall each be responsible for providing worker's compensation insurance for its own workers as required by law. Neither party shall be required to provide or show proof of any other insurance coverage.
- G. Law. This agreement is subject to the laws of the State of Oregon, without reference to its conflict of laws provisions. Every party to this agreement shall comply with all federal, state and local laws and ordinances applicable to this agreement.
- H. Non-Discrimination. Each party shall comply with all requirements of federal and state civil rights and rehabilitation statutes and local non-discrimination ordinances and with its own ordinances.
- I. 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.
- J. Subcontracts And Assignment. This Agreement or any interest therein shall not be assigned or subcontracted to any other party/parties without the prior written consent of the other party. In the event of transfer without prior written consent, the other party may refuse to carry out this Agreement with either the transferor or the transferee and yet retain and reserve all rights of action for any breach of contract committed by other party.
- K. Third Party Beneficiaries. There are no third party beneficiaries to this agreement. The agreement may only be enforced by the parties.

APPROVED AND EXECUTED by the appropriate officer(s) who are duly authorized to execute this Agreement on behalf of the governing body of each Jurisdiction.

CITY OF PORTLAND

MULTNOMAH COUNTY

By: _____
Tom Potter, Mayor Date

By: _____
Ted Wheeler, Multnomah County Chair Date

By: _____
Gary Blackmer, Auditor Date

Approved as to Form:

Approved as to Form:

City Attorney Date

County Attorney Date