

INTERGOVERNMENTAL AGREEMENT

Contract Number

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

PURPOSE:

The purpose of this agreement is to comply with Multnomah County Resolution No. 99-241 and City of Portland Ordinance No. 35850, which adopts the Community Residential Siting Proposal. Resolution No. 99-241 requires Multnomah County to work in partnership with local jurisdictions to create positive relationships with citizens and successfully integrate current and future residential facilities into the community.

This Intergovernmental Agreement outlines the services and skills that the City of Portland's Office of Neighborhood Involvement will assist in providing Multnomah County's Public Affairs Office.

The parties agree as follows:

1. **TERM** The term of this agreement shall be from March 10, 2008 (or upon execution of Agreement by both parties) to June 30, 2008.

2. RESPONSIBILITIES OF CITY

- a. The City will provide mediation, facilitation, and problem-solving services as needed to neighbors, agencies, county agencies, providers, and others involved in proposed siting or on-going operation of Residential Care Facilities.
- b. The City will collaborate with the County to identify community stakeholders, outreach strategies, and distribute fact sheets and other related materials to inform citizens.
- c. The City will consult with service providers of Residential Care Facilities, the community and appropriate city and county departments related to legal and ethical processes in siting proposed Residential Care Facilities.
- d. The city will coordinate, staff, and convene the Community Residential Siting Advisory Committee. The Commissioner responsible for the Office of Neighborhood Involvement and the Chair of Multnomah County shall confirm members for the Advisory Committee. The City of Portland's Office of Neighborhood Involvement shall determine duties for the Advisory Committee in consultation with the County's Public Affairs Office.
- e. The City will coordinate the Neighborhood Information on Siting and Referral Program.
- f. No later than June 1, 2008, the City will develop and submit a report on the use of funds to the County. This report will be in a format that is mutually agreed upon by both parties.

3. **RESPONSIBILITIES OF COUNTY** The County agrees to work in partnership with the City on the terms and tasks outlined in section 2. As part of its duties in this partnership, Multnomah County's Public Affairs Office will pay \$29,080.00 to the City for the tasks mentioned in section 2. These funds will be paid upon execution of this Intergovernmental

Agreement and submission of an invoice to the Multnomah County Public Affairs Office by the City.

4. TERMINATION This agreement may be terminated by either party upon 30 days written notice.

5. INDEMNIFICATION Subject to the conditions and limitations of the Oregon Constitution and Oregon Tort Claims Act, ORS 30.260 through 30.300, County shall indemnify, defend and hold harmless the City from and against all liability, loss and costs arising out of or resulting from the acts of the 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 shall indemnify, defend and hold harmless the County from and against all liability, loss and costs arising out of or resulting from the acts of the City, its officers, employees and agents in the performance of this agreement.

6. INSURANCE Each party shall be responsible for providing workers' compensation insurance as required by law. Neither party shall be required to provide or show proof of any other insurance coverage.

7. ADHERENCE TO LAW Each party shall comply with all requirements of federal and local laws and ordinances applicable to this agreement.

8. NON-DISCRIMINATION Each party shall comply with all requirements of federal and state civil rights and rehabilitation statutes and local non-discrimination ordinances.

9. 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.

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

11. 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 agreements of the parties.

MULTNOMAH COUNTY OREGON

CONTRACTOR

Ted Wheeler / ED
County Chair or Designee

Signature: _____

Date: 4/10/08

Name: _____

Approved: [Signature]
Department Director or Designee

Title: _____

Date: 03-06-08

Date: _____

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY

Approved as to form:

By: [Signature] 3/20/08

APPROVED AS TO FORM

By: [Signature]
CITY ATTORNEY 4/17/08