

INTERGOVERNMENTAL AGREEMENT

BETWEEN

CITY OF PORTLAND

AND

MULTNOMAH COUNTY

**AGREEMENT FOR PARTIAL FUNDING FOR SUPPORT OF THE MENTAL
HEALTH PUBLIC SAFETY COMMITTEE**

This Agreement dated this 20th day of May 2008 ("Agreement"), is made and entered into by and between the City of Portland, Office of the Mayor ("City") and Multnomah County Chair's Office. Individually, either the City or Multnomah County may be referenced as a "party" and collectively as the "parties."

RECITALS:

- A. The City and county are in need of a comprehensive public safety / mental health committee to continue to monitor and address persons with mental illness who interact with the criminal justice system.
- B. The City of Portland utilizes the services of the Multnomah County jail, Parole and Probation, Substance Abuse and Mental Health treatment services, the District Attorney's Office, and the courts and desires to partner in this effort.
- C. Multnomah County desires to and agrees to hire a consultant to facilitate the Committee's work to assess existing systems and protocols and make recommendations for improvements, enhancements, and changes with input from stakeholders and system users.
- D. The City wishes to enter into an Intergovernmental Agreement with Multnomah County for the needed professional support services of a consultant specializing in assessing criminal justice and mental health systems.

AGREEMENT:

I. Assignment of Work

A. Multnomah County agrees to provide the services of a consultant facilitator to staff the Committee.

B. The City hereby agrees to accept the services provided by the consultant facilitator to perform the following services: assess the nexus of the mental health and criminal justice systems, staff the Committee and monitor implementation of recommendations.

C. The City will provide \$12,500 as its share of the total contract amount of \$25,000.

D. The City will provide staff input in the planning phase as it relates to any applicable City policies and procedures.

II. Term

- A. This agreement shall commence on January 1, 2008 and shall continue through June 30, 2009.
- B. This agreement may be extended for any additional period of time, not exceeding five (5) years, or until December 30, 2014 if extended, the extension shall be done by a written amendment to this agreement signed on behalf of the City by the Risk Manager.
- C. Either party may terminate this agreement upon giving 30 days written notice to the other party. For purposes of termination the notice shall be given to the Office of the Mayor, City of Portland, and to the Multnomah County's Office of the Chair.

II. PAYMENT

- A. The City shall pay Multnomah County not to exceed \$12,500 for professional services.
- B. An invoice will be sent by the 30th of June, 2008 to the Office of the Mayor, City of Portland. The City shall make payment on all invoices received in support of this agreement on a Net 30 Day basis.
- C. It is the responsibility of Multnomah County to provide payment to the consultant facilitator during the period of time that they are providing assistance to the City.

III. MISCELLANEOUS PROVISIONS

- A. Liability: Multnomah County is subject to the provision of *ORS 30.260 through 30.300* for its tort liabilities, including personal injury and property damage. The limits of liability, as established by *ORS 31.270*, are \$100,000 for bodily injury, \$50,000 for property damage, and \$500,000 combined total for a single occurrence.
- B. Insurance: Multnomah County shall secure at its own expense and keep in effect during the term of this Agreement commercial general liability (CGL) insurance with a minimum limit of \$1,000,000 per occurrence, plus \$1,000,000 annual aggregate, and auto liability insurance with a minimum limit of \$1,000,000 per occurrence. Insurance policies, which cannot be excess to a self-insurance program, are to be issued by an insurance company authorized to do business in the State of Oregon, and must also have an A.M. Best rating of A or better. In lieu of the above mentioned insurance requirements Multnomah County will provide proof of their self-insured program.
- C. Indemnification: Multnomah County will indemnify, defend, and hold harmless the City of Portland, its officers, employees and agents from any and all claims, losses, damages, attorney fees, costs and liabilities arising out of the acts or omissions of Multnomah County to the extent permitted by Oregon law. Similarly, City will indemnify, defend and hold harmless Multnomah County, its officers, employees and agents from any an all claims, losses, damages, attorney fees, costs and liabilities arising out of the acts or omissions of its employees and agents to the extent permitted by Oregon law.
- D. Professional Standards; Malpractice Insurance: Multnomah County represents and warrants that the contractor is duly licensed and that the professional services provided by the contractor under this Agreement shall be provided at all times in accordance with applicable ethical standards, laws and regulations.
- E. Confidential and Company Information: Multnomah County acknowledges that by reason of this Agreement, Multnomah County will have access to the City's information and

materials which may be confidential, and which may be subject to privileges recognized by Oregon law. Disclosure of such information could be monetary value and that individuals could adversely affected if the information was disclosed to third parties. Multnomah County agrees that it shall not use such information in any way, except as may be required in connection with this Agreement, for its own account or the account of a third party, nor disclose to a third party, any confidential information of the City. Multnomah County shall also make this requirement known to and document that the contractor understands this requirement and will abide by it.

F. Entire Agreement: 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 herein.

G. Governing Law: The parties agree that this agreement shall be construed according the law of the State of Oregon without reference to its choice of law provisions.

H. Amendment: The parties agree that this agreement shall not be amended, unless such amendment is in writing and signed by both parties and approved by the City Attorney's office. Any and all amendments may have to be approved by the City Council in order to be legally binding on City.

I. Successors in Interest: The terms of this agreement shall be binding upon the successors and assigns of each party hereto, to the extent that City consents to any assigned.

J. Third Party Beneficiaries: The parties agree that the execution of this IGA is not intended to, nor does it create, any third party beneficiary rights in any person.

K. Assignment: This Agreement or any interest therein shall not be assigned or subcontracted to any other person or entity without the prior written consent of the other party.

L. Survival: The respective obligations of the City and Multnomah County under these terms and conditions, which by their nature would continue beyond the termination, cancellation, or expiration hereof, including but not limited to the confidentiality provisions of Paragraph III.E shall survive termination, cancellation, or expiration of this agreement.

J. Approval by City Council: This agreement must be approved by the Portland City Council before it is effective.

CITY OF PORTLAND
Office of the Mayor

MULTNOMAH COUNTY

Tom Potter, Mayor

RD WHEELER
Ted Wheeler, Chair

Date

5/26/08
Date

APPROVED AS TO FORM
APPROVED AS TO CONTENT

Sandra Neuz
City Attorney's Office