

INTERGOVERNMENTAL AGREEMENT

This is an Agreement between CITY OF PORTLAND (CITY) and Multnomah County (County), pursuant to authority granted in ORS Chapter 190.

PURPOSE:

The purpose of this agreement is to fulfill a shared vision for the SUN Service System and SUN Community Schools for both COUNTY and CITY, as described in the Intergovernmental Agreements between the two parties and Centennial, David Douglas, Parkrose, Portland Public and Reynolds school districts.

The parties agree as follows:

1. **TERM** The term of this agreement shall be from July 1, 2007 to June 30, 2008. This agreement may be renewed with mutual consent.
2. **RESPONSIBILITIES OF CITY.** The CITY agrees to:
 - A. Fund a portion of the following SUN Community School services:
 - Extended-day enrichment, homework help and recreational activities for youth;
 - Family empowerment, involvement or support programs;
 - Food and transportation for participants in out-of-school hours programming within budget limitations;
 - Coordination services for building and program management and collaboration; and
 - Program evaluation, including the expenses of an outside evaluator.
 - B. Designate Lisa Turpel to act in the position of CITY's Project Manager for this agreement. If Lisa Turpel is unable to perform in this capacity another such person shall be designated in writing by the CITY's Director of Parks & Recreation.
 - C. Pay COUNTY the amount of \$311,571 upon receipt of invoice(s), in support of the SUN Community Schools.
 - D. Give timely written notice to the COUNTY of any changes in the dollar amount committed in this agreement and for any future projected years.
 - E. Provide data and narrative progress information from the SUN CS sites managed by the CITY to the COUNTY on a quarterly basis.
 - F. Provide special assistance/accommodations assessment and services to SUN Community Schools through the CITY's Bureau of Parks and Recreation – Inclusion Services program. The maximum payment from COUNTY for this service is up to \$50,000, in the term of this agreement (Fiscal Year 2007-08). If costs exceed \$50,000 in the fiscal year, an alternate plan for the provision of these services will take place between the CITY and the COUNTY. The CITY will provide these services on a cost reimbursement basis.

3. **RESPONSIBILITIES OF COUNTY.** The County agrees to:
- A. Expend no more than 25% of CITY's contribution for administrative expenses, including personnel and evaluation.
 - B. Oversee its subcontractors' activities and expenditures for compliance with the SUN Service System and SUN Community Schools Program Instructions (outlining expectations and goals) and intergovernmental agreements between the CITY, COUNTY and school districts. A copy of the SUN CS Program Instructions can be found in Attachment A.
 - C. Provide data updates on SUN CS services to the CITY on a half-yearly basis and narrative progress reports as needed and requested.
 - D. Pay CITY up to \$50,000 for special assistance and accommodation services, upon receipt of invoice(s).
 - E. Use funding from the CITY only to fund SUN Community School services in schools located within the City of Portland.
4. **TERMINATION** This agreement may be terminated by either party upon sixty (60) days written notice.
5. **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.
6. **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.
7. **ADHERENCE TO LAW** Each party shall comply with all federal, state 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 agreement of the parties.

MULTNOMAH COUNTY, OREGON

CITY OF PORTLAND

Ted Wheeler
County Chair or Designee

By _____

Date 4/7/08

Title _____

Approved: Kathy In for Loren Fuller
Department Director or Designee

Date _____

Date 3/31/08

PATRICK W. HENRY
ASSISTANT COUNTY ATTORNEY
FOR MULTNOMAH COUNTY

CITY ATTORNEY
CITY OF PORTLAND
APPROVED AS TO FORM

PWH 3-21-08
DATE

Paula Henry 6/13/08
CITY ATTORNEY DATE