

Exhibit A

Contract #0910019

INTERGOVERNMENTAL AGREEMENT

This is an Agreement between City of Portland, Mayor's Office (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 provide support for the staffing of the System's Coordinating Council. The SUN Service System Coordinating Council provides system governance, guidance and support to the SUN Service System. The formation of the Coordinating Council was recommended by the School Age Services Task Force for the purpose of ensuring shared responsibility and coordination.

The parties agree as follows:

1. **TERM.** The term of this agreement shall be from July 1, 2009 to June 30, 2010. This agreement may be renewed with mutual consent.

2. **RESPONSIBILITIES OF CITY.** The CITY agrees to:

A. Designate a representative of the Mayor to sit on the Coordinating Council as the City's representative and liaison. An alternate to the representative will also be identified to attend meetings when the representative is unable.

B. Pay COUNTY the amount of \$12,000 upon receipt of invoice(s), in support of staffing for the SUN Service System Coordinating Council.

3. **RESPONSIBILITIES OF COUNTY.** The County agrees to:

A. Oversee the staffing and coordination of the Coordinating Council and act as managing partner of the SUN Service System. This will include providing minutes, materials, proposals and annual reports related to Council meetings, activities and progress to the CITY.

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. **GOVERNING LAW.** The parties agree that this agreement shall be construed according to the law of the State of Oregon without reference to its choice of law provisions.

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. **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.

13. **THIS IS THE ENTIRE AGREEMENT.** This Agreement constitutes the entire Agreement between the parties. 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.

MULTNOMAH COUNTY, OREGON

CITY OF PORTLAND

Joanne Fuller
for Joanne Fuller, MSW, Director Date 2/12/10
Department of County Human Services

Mayor or Designee Date
Mayor's Office

REVIEWED:

APPROVED AS TO FORM:

APPROVED BY
Patrick W. Henry Date 2-11-10
Assistant County Attorney

Benjamin Walters, for Date 2/26/2010
Linda Meng
City Attorney

LaVonne Griffin-Valade Date
City Auditor