

INTERGOVERNMENTAL AGREEMENT

183930

BETWEEN

CITY OF PORTLAND

AND

MULTNOMAH COUNTY

INTERGOVERNMENTAL AGREEMENT FOR PARTIAL FUNDING FOR FACILITATION SERVICES FOR THE JOINT CITY-COUNTY TASK FORCE WHICH STUDIED OPTIONS FOR PROVIDING ANIMAL SERVICES IN THE CITY OF PORTLAND AND MULTNOMAH COUNTY

This Intergovernmental Agreement ("Agreement") dated this 1st day of June 2010, is made and entered into by and between the City of Portland Revenue Bureau ("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. Through the City of Portland's Resolution No. 36569 passed in 2008 and Multnomah County's Resolution No. 07-190 passed in 2008, a Joint City-County Taskforce ("Taskforce") was formed to study and develop options to collaboratively provide animal services in the City and County that protect health, safety, and welfare of citizens and animals and promote neighborhood livability.
- B. The Taskforce created a subcommittee in 2009 which intensively studied various service delivery and license fee collection options for a period of one year. Ultimately, the subcommittee determined that the County should continue to provide all services, but make some changes to operations regarding collections. A final report was submitted to Multnomah County Commissioners in 2010.
- C. Multnomah County hired a consultant to facilitate the subcommittee work. The consultant assisted with a series of weekly meetings, convened four focus groups, and wrote several reports.
- D. The City wishes to enter into an Intergovernmental Agreement with Multnomah County to pay for its share of the facilitation services. An \$8,000 one-time appropriation exists within the Revenue Bureau's FY 2009-2010 budget set aside for this purpose.

AGREEMENT:

I. ASSIGNMENT OF WORK

- A. Multnomah County provided the services of a consultant to facilitate the Joint City-County Task Force subcommittee.
- B. The City hereby agrees to accept the services provided by the consultant, who performed the following services:
 1. Ensured that all meetings of the subcommittee were conducted in compliance with the requirements of the Oregon public meetings laws and regulations.
 2. Facilitated a series of weekly subcommittee meetings in 2009 and 2010.

3. Convened a series of four focus groups to determine why some citizens fail to license their pets.
4. Reported the findings of the focus groups and presented a report.
5. Prepared minutes and meeting summaries for the subcommittee.
6. Assisted in the preparation of a final report to Multnomah County Commissioners.

II. TERM

- A. This Agreement shall expire on June 30, 2010.

III. PAYMENT

- A. The City of Portland Revenue Bureau shall pay an amount not to exceed \$8,000 to Multnomah County for professional services provided by Sue Dicile (under her contract with Multnomah County).
- B. Invoices will be sent to the Revenue Bureau, 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 for services rendered under this IGA.

IV. MISCELLANEOUS PROVISIONS

- A. 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.
- B. Indemnification: Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, Multnomah County will indemnify, defend, and hold harmless the City of Portland, its officers, employees and agents from any and all claims, losses, damages, costs and liabilities arising out of the acts or omissions of Multnomah County in the performance of this agreement. Similarly, subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, City will indemnify, defend and hold harmless Multnomah County, its officers, employees and agents from any and all claims, losses, damages, costs and liabilities arising out of the acts or omissions of City in the performance of this agreement.
- C. 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.
- D. 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. Multnomah County agrees that it shall not use information that is labeled as confidential or privileged 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, except as required by law. Multnomah County shall also make this requirement known to and document that the contractor understands this requirement and will abide by it.

- E. 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.
- F. 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.
- G. 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.
- H. 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.
- I. 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.
- J. 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.
- K. 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.D shall survive termination, cancellation, or expiration of this Agreement.
- L. Approval by City Council: This Agreement must be approved by the Portland City Council before it is effective.

CITY OF PORTLAND

Sue Klobertanz
for behalf of Board of County Commissioners

Sue Klobertanz, Director
Board of County Commissioners

Date

6/11/2010

Approved as to form:

FOR THE CITY OF PORTLAND

Share abme
City Attorney

Date

6/11/2010

MULTNOMAH COUNTY

Jeff Cogen
Jeff Cogen, Chair

Date

6/10/10

Reviewed:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY

/s/ Bernadette D. Nunley
Assistant County Attorney

June 10, 2010

Date