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**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF PORTLAND AND MULTNOMAH COUNTY**

I. Purpose

The City of Portland (Portland) and Multnomah County (County) enter into this Inter-Governmental Agreement (IGA) for the purposes of:

- Managing a contract and providing services through Volunteers of America for outpatient drug and alcohol treatment for up to twenty men daily identified by a member of the Service Coordination Team.
- Providing supportive housing for up to twelve individuals daily identified by a member of the Service Coordination Team. Housing may be provided through an agreement between Volunteers of America and Salvation Army.
- Maintain a Deputy District Attorney responsible for issuing and prosecuting drug offenses and related cases of those individuals who meet the chronic offender criterion.

II. Program Eligibility

Persons will be considered eligible if they are recommended for services by a member of the Service Coordination Team or be listed on the chronic offender list or referred by the Multnomah County Department of Justice and meet established criteria.

III. Responsibilities

Under this Agreement,

The City of Portland will:

1. Contract Services though Multnomah County's Department of Community Justice (DCJ) in an amount not to exceed \$611,000. These monies will be used for outpatient treatment and housing.
2. Recognize the Service Coordination Team members as the sole authorized agents for the referral of clients to these designated treatment services.
3. Through Multnomah County pay for .5 Deputy DA for a total not to exceed \$60,000.
4. Authorize the Portland Police Bureau to provide payment to Multnomah County in two installments of \$335,500 (December 31, 2010 and June 30,

2011). These payments will be made within 30 days of the receipt of the invoice.

Multnomah County will:

1. Through the DCJ, contract with Volunteers of America to provide 20 outpatient treatment slots and 12 supportive housing beds for this program. Volunteers of America will sub-contract with Salvation Army for rental of this space.
2. Provide administrative support to assure prompt payment of invoices from the service provider. Provide quality assurance of services.
3. Provide the Service Coordination Team with data from the intake and exit forms provided to DCJ by the service provider. A summary of the program data will be submitted with the bills for payment to the City of Portland. If data is needed more frequently, the COP Project Manager will make said request and DCJ will provide available information within 30 days of the request.
4. Submit two bills for payment to the Portland Police Bureau on December 31, 2010 and June 30, 2011, each in the amount of \$335,500.
5. Participate in problem solving meetings called by the City of Portland Project Manager.

V. Term

The term of this agreement shall be from July 1, 2010 through June 30, 2011, and will break down as follows:

- Outpatient alcohol and drug treatment for 20 males and supportive housing with for 12 males from July 1, 2010 through June 30, 2011 (\$611,000).
- Half time Multnomah County Deputy District Attorney from July 1, 2010 through June 30, 2011 (\$60,000).

VI. Project Managers

The City of Portland's Project Manager is:

Austin Raglione
Portland Police Bureau
Central Precinct
1111 SW 2nd Avenue
Portland, Oregon 97204
(503) 823-3449

Multnomah County's Project Manager is:

Kathleen Treb
Multnomah County Department of
Community Justice

501 SE Hawthorne Blvd, Suite
Portland, Oregon 97215
(503) 988-6131

All communications or notices under the IGA shall be provided to the project Managers designated by this Section VI. The parties shall promptly notify each other in writing of any change in the designated Project Managers.

VII. Termination

Either party may terminate this IGA for its convenience and without penalty by giving the other party thirty (30) days written notice of its intention to terminate. City agrees to make payment for services provided prior to termination.

VIII. Liability

Subject to the conditions and limitations of the Oregon Constitution and Oregon Tort Claims Act, ORS 30.260 through 30.300, Multnomah County shall defend, indemnify and save harmless Portland, its officers, agents, and employees from and against all liability, loss, expenses and costs arising out of and resulting from the acts or omissions of the County, its officers, employees, and agents in performance of this Agreement.

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

IX. No Third Party Beneficiary

Multnomah County and Portland are the only parties to this Agreement, and as such are the only parties entitled to enforce its terms. Nothing in the Agreement gives or shall be construed to give or create or provide any legal right or benefit, direct, indirect or otherwise, to any party unless that party is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

XI. Severability

The parties agree that if any provision of this Agreement is declared by a Court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected.

XII. Mediation

Should any dispute arise between the parties concerning this Agreement, which is not resolved by mutual agreement, it is agreed that it will be submitted to mediation negotiation prior to any party commencing litigation. In such an event, the parties to the Agreement agree to participate in good faith in a mediation process. The mediator shall be selected by mutual agreement of the parties, but in the absence of such agreement each party shall select a temporary mediator, and those mediators shall jointly select the permanent mediator. All costs of mediation shall be borne by both parties.

XIII. Integration

This Agreement contains the entire agreement between the parties regarding the subject matter addressed herein and supersedes all prior written and oral discussions or agreements.

The parties have caused this Agreement to be executed by their duly appointed officers, authorized to bind the party for which they sign.

XIII. Access to Records and Audit

Each part shall access to the books, documents and other records of the other party which are related to this agreement for purposes of examination, copying and performance or financial audit.

CITY OF PORTLAND

By: _____
Sam Adams
Mayor

By: _____
LaVonne Griffen-Valade
Auditor

Approved as to form:

APPROVED AS TO FORM

City Attorney

CITY ATTORNEY

MULTNOMAH COUNTY

By: _____
Jeff Cogan
Chair

Approved as to form:

Jacquie Weber 9/17/2010

County Attorney Date