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**Multnomah County/City of Portland Police Bureau**  
**INTERGOVERNMENTAL AGREEMENT**  
**Service Coordination Team**  
**Effective July 1, 2012**

**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 (VOA) for outpatient drug and alcohol treatment for up to twenty five (25) men daily identified by a member of the Service Coordination Team (SCT).
- Providing supportive housing for up to twelve individuals daily identified by a member of the Service Coordination Team.
- Funds for the grant agreement are part of an existing, one-time, General Fund appropriation for the HRR program in the FY 2012-13 Budget and are sufficient to fund the program for 8 months. It is possible that additional funds will be allocated to the SCT budget during the City's FY 2012-13 Fall Budget Monitoring Process to allow for an additional 4 months of service provision. At that time this contract may be amended to reflect the full amount.
  - The parties will renegotiate service levels depending on changes to funding levels for this agreement that may arise from the City's Fall Budget Monitoring Process.
- Services will not continue in the event that funding is discontinued.

**II. Program Eligibility**

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

**III. Responsibilities**

Under this Agreement,

**The City of Portland will:**

1. Contract Services through Multnomah County's Department of Community Justice (DCJ) in an amount not to exceed \$521,640. 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. Authorize the Portland Police Bureau to provide payment to Multnomah County in two equal installments December 31, 2012 and June 30 2013. These payments will be made within 30 days of the receipt of the invoice.

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**Multnomah County will:**

1. Through the DCJ, contract with Volunteers of America to provide 25 outpatient treatment slots for this program. Twelve of these outpatient slots will have supported housing. Volunteers of America will sub-contract with a community based housing provider 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. The data collected from July 1, 2012 and December 31, 2012 will be due by the end of January 2013, and the data collected from January 1, 2013 through June 30, 2013 will be due by the end of July, 2013.
4. Submit two bills for payment to the Portland Police Bureau on December 31, 2012 and June 30, 2013.
5. Participate in problem solving meetings called by the City of Portland Project Manager.

**IV. Project Evaluation**

To the extent that data is available and accessible, the following information will be collected and reported quarterly to the Service Coordination Team to measure the program's effectiveness:

- Number of individuals referred and admitted to outpatient treatment.
- Information included on the Intake/Exit forms:
  - Entry and exit dates
  - Client demographic information including, race, gender, and date of birth
  - Employment status
  - Living situation upon entry
  - Primary and secondary "Drug of Choice"
  - Type of discharge
  - Living situation upon exit
- Participant profiles by:
  - Gender and ethnicity
  - Treatment disposition: completed, withdrew voluntarily, terminated for cause/non-compliance

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- Percentage of offenders successfully completing, terminated for non-compliance, or withdrawing voluntarily from treatment

**V. Term**

The term of this agreement shall be from July 1, 2012 through June 30, 2013, and will break down as follows:

- Outpatient alcohol and drug treatment for 13 males and supportive housing with outpatient alcohol and drug treatment for 12 males from July 1, 2012 through June 30, 2013.
- It is anticipated that funds will be allocated to the SCT budget during the City's FY 2012-13 Fall Budget Monitoring Process to allow for an additional 4 months of service provision. At that time this contract may be amended to reflect the full amount.

**VI. Project Managers**

The City of Portland's Project Manager is:

Austin Raglione  
Portland Police Bureau  
Central Precinct  
1111 SW 2<sup>nd</sup> 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**

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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.

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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 party shall have 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:

\_\_\_\_\_  
City Attorney

**MULTNOMAH COUNTY**

By: \_\_\_\_\_  
Jeff Cogan  
Chair

Approved as to form:

JACKIE WEBER 6/18/2012  
County Attorney