

INTERGOVERNMENTAL AGREEMENT
Contract Number [Enter Contract Number]

This is an Agreement between The City of Portland (City) and Multnomah County (County).

PURPOSE:

Multnomah County Department of County Human Services (DCHS) Mental Health & Addiction Services Division (MHASD) will allocate Strategic Prevention Framework State Incentive Grant (SPF-SIG) funds to the City of Portland acting by and through Portland Police Bureau (PPB) to support efforts to reduce service to visibly intoxicated persons (VIP)s and service to minors at Portland bars and nightclubs through education and increased enforcement.

The parties agree as follows:

1. **TERM.** The term of this agreement shall be from June 1, 2013 to June 30, 2014. Changes require amendment of this IGA. This agreement is not renewable.
2. **RESPONSIBILITIES OF CITY.** The City agrees to:
 - a. Use funds in this Agreement to provide the following services to reduce alcohol service at bars and nightclubs to minors and visibly intoxicated persons (VIP)s:
 - a. Provide education sessions to staffs of no fewer than 15 bars or nightclubs. The education sessions will cover identification of fake IDs and VIPs and strategies for reducing over-service.
 - b. Plain clothes Officer time to enforce service to VIPs violations for no fewer than 20 nights at bars or nightclubs in Portland.
 - b. Share updates on services delivered and outcomes achieved to the SPF-SIG coordinator on a monthly basis and provide quarterly reports on progress at SPF-SIG Task Force meetings (September 2013, December 2013, March 2014 and June 2014).
3. **RESPONSIBILITIES OF COUNTY.** The County agrees to pay City \$15,000 for services to reduce alcohol service to VIPs and minors at bars and nightclubs in Portland.
4. **TERMINATION.** This agreement may be terminated by either party upon 30 day's 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.

12. ADDITIONAL TERMS AND CONDITIONS:

Compensation: The City will be paid \$15,000 for education and enforcement to reduce service to VIPs and Minors at Portland Nightclubs. Effective dates, payment method and basis, and maximum payable are outlined in the table below.

Effective Dates	Payment Method and Basis	Maximum Payable
6/1/2013 – 6/30/2014	Monthly Allotment/Cost Reimbursement	\$15,000

- a. County will pay for cost reimbursement Agreements when County receives billings from City for Portland Police Bureau Officer hours worked and City has submitted required monthly reports as detailed in Section 2. Responsibilities of the City, b. City will have sole responsibility for submitting required billings and reports in order to obtain payments.
- b. If at the end of the contract period (June 30 2014), expenditures are less than \$15,000. County will recover any unexpended funds from City.

MULTNOMAH COUNTY, OREGON:**CONTRACTOR:**

County Chair or Designee: _____

Date: _____

Dept Director or Designee: _____

Date: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

JENNY M. MORF,
COUNTY ATTORNEY FOR MULTNOMAH COUNTY

Approved as to form
by: _____

By
Assistant County Attorney

Date: _____

Date: _____