

INTERGOVERNMENTAL AGREEMENTContract Number 2015063

This agreement is between the City of Portland (City) and Multnomah County (County).

PURPOSE:

The purpose of this agreement is to allow the City and County to share the costs of a Home for Everyone Initiative Director (Director).

The parties agree as follows:

1. TERM

The term of this agreement shall be from January 12, 2015 to December 31, 2015. This agreement may be renewed if the project is extended by mutual agreement of the parties.

2. RESPONSIBILITIES OF City of Portland.

The City agrees to pay County \$67,796 to fund County's Home for Everyone Initiative Director position.

3. RESPONSIBILITIES OF COUNTY.

The County agrees to pay the annual salary and benefits for the Home for Everyone Initiative Director, which totals \$135,592.

County will provide workspace for the Director in the County's Board of County Commissioners Chair's Office. County will be responsible for the administration of the position and the person holding the position will be subject to the County's Personnel Rules, Administrative Procedures and Executive Rules.

The Home for Everyone Initiative Director shall be classified as a staff assistant who will report directly to the Chair of the Board of County Commissioners. This is an at-will position and the Chair will have the authority to terminate the Director at any time. The duties of the Director will be to support the work of the Home for Everyone Executive Committee as described in Attachment A – Position Overview.

County will invoice the City for the agreed funding twice during the annual cycle of the position in order to bill for a portion of the amount in each of the County's fiscal years as follows:

County Fiscal Year	Amount Billed	Due to County
7/1/14 – 6/30/15	\$25,000	By 6/30/15
7/1/15 – 6/30/16	\$42,796	By 12/31/15

In the event that services required by the Home for Everyone Initiative Director are completed early, County will pro rate the amount invoiced proportionally to the full time equivalent of the work completed.

In the event that services required by the Home for Everyone Initiative Director are required for duration beyond 12/31/15, this Agreement will be amended to accommodate sharing of the costs of the position as mutually agreed upon by the parties.

Notwithstanding the termination provision below, in the event that either party to this agreement does not receive funding adequate to fulfill its share of the funding for the Director position, the County may at its discretion terminate the position at any time.

4. EMPLOYMENT STATUS OF DIRECTOR

Although City has agreed to pay to County one-half of the cost of the annual salary and benefits for the Director, the Director, at all times, shall be subject to the sole direction and control of County and not the City and shall, for all purposes, be considered an employee of County and not the City. City shall have no obligation to pay or withhold any employment or payroll taxes for Director and shall have no authority to direct, discipline or terminate Director.

5. TERMINATION

This agreement may be terminated by either party upon 30 day's written notice.

6. 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 the 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 The 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 the City, its officers, employees and agents in the performance of this agreement.

7. 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.

8. ADHERENCE TO LAW

Each party shall comply with all federal, state and local laws and ordinances applicable to this agreement.

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. 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.

13. ADDITIONAL TERMS AND CONDITIONS:

Services provided by the Home for Everyone Initiative Director will be in accordance with the goals and objectives set forth mutually by the City and County through their participation as members of the Home for Everyone Executive Committee. The Home for Everyone Director will provide reasonably detailed status reports to the Home for Everyone Executive Committee in accordance with the frequency requested by the Home for Everyone Executive Committee or as reasonably necessary to keep County and City updated as to the status of the project.

MULTNOMAH COUNTY, OREGON:**CITY OF PORTLAND**

County Chair or Design

Date:

Signature:

Print Name:

Title:

Date:

APPROVED AS TO FORM

JENNY M. MADKOUR,

COUNTY ATTORNEY FOR MULTNOMAH COUNTY

Approved as to
form by:**CITY ATTORNEY**By
Assist. County Attorney /s/ Jacqueline Weber

Date: 3/3/2015

Mary Hull Caballero
City Auditor

Date