

EXHIBIT A Ord. No. 179736

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF PORTLAND AND MULTNOMAH COUNTY
(Public Safety Collaboration Project)**

This is an Agreement between the City of Portland and Multnomah County pursuant to authority granted in ORS Chapter 190.

I. PURPOSE

The City of Portland (PORTLAND) and Multnomah County (COUNTY) enter into this Agreement to conduct a collaborative process to improve the public safety system for citizens of Portland and Multnomah County. This goal of this project is to achieve the following:

- Identification of the community's public safety priorities and proposed joint City/County public safety priorities;
- Analysis of the efficiency of the current public safety system as it relates to those priorities;
- Development of a map of the existing City/County public safety system to identify gaps, overlap, and duplication in the public safety system; and
- Development of ideas and opportunities for funding collaboration between the City and County for a more efficient and effective public safety system.
- Creation of a framework for joint City/County public safety budgeting for future fiscal years.

II. Term

The Agreement shall be come effective on October 17, 2005 (or on the date at which every party has signed this Agreement, whichever is later). The Agreement shall expire, unless otherwise terminated or extended, on January 31, 2006.

III. RESPONSIBILITIES

Under this Agreement,

The City of Portland will:

1. Appoint at least four members of the Project Steering Committee no later than November 1, 2005.

2. Enter into a contract in a timely manner with a qualified consultant to provide the necessary services to successfully achieve the goals of the Public Safety Collaboration Project. The costs of this contract shall not exceed \$160,000.
3. Enter into a joint memorandum of understanding with Multnomah County and the Citizen Crime Commission of Portland for the sharing of contracted project expenses. The formula for sharing expenses is 73% City, 18% County and 9% Citizen Crime Commission of Portland.
4. Pay for the contracted costs identified in #2 above and reconcile contracted project expenses within 60 days of completion of the project for sharing the costs as identified in #3 above.
5. Provide project management services sufficient to successfully achieve the goals of the project. The City's project manager is

Don Carlson, Senior Financial Analyst
OMF Financial Planning Division
1104 SW Fifth Ave., Room 1250
Portland, OR 97204
(503) 823-4326

Multnomah County will:

1. Appoint at least four members of the Project Steering Committee no later than November 1, 2005.
2. Enter into a contract in a timely manner with a qualified consultant to conduct the necessary citizen focus group to successfully achieve the goals of the Collaborative Public Safety Project. The costs of this contract shall not exceed \$30,000.
3. Enter into a joint memorandum of understanding with the City and the Citizen Crime Commission of Portland for the sharing of contracted project expenses. The formula for sharing expenses is 73% City, 18% County and 9% Citizen Crime Commission of Portland.
4. Pay for the contracted costs identified in #2 above and reconcile contracted project expenses within 60 days of completion of the project for sharing the costs as identified in #3 above.

5. Provide project management services sufficient to successfully achieve the goals of the project. The County's project manager is

Karyne Dargan
Multnomah County Budget Director
501 SE Hawthorne Blvd., Suite 531
Portland, OR 97214
(503) 988-3884

IV. Termination

Either party may terminate this Agreement for its convenience and without penalty by giving the other party thirty (30) days written notice of its intention to terminate. All costs incurred toward the implementation of this Agreement at the time of the effective date of termination shall be paid by the parties to the Agreement as provided in Section III above.

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 non-binding 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.

CITY OF PORTLAND

By: 
Tom Potter
Mayor

By: 
Gary Blackmer, Auditor


Approved as to form:
APPROVED AS TO FORM


Linda M. Morgan, City Attorney
CITY ATTORNEY

MULTNOMAH COUNTY

By: _____
Diane Linn
Chair

Approved as to form:


County Attorney

ORDINANCE No. 17 97 36

*Authorize an Intergovernmental Agreement with Multnomah County and a Memorandum of Understanding with the Citizens Crime Commission of Portland to facilitate and coordinate a City-County public safety collaboration project (Ordinance)

The City of Portland ordains:

Section 1. The Council finds:

1. On September 14, 2005, Council adopted Resolution No. 36336 stating its intent to conduct a joint public safety planning and budgeting process with Multnomah County (County).
2. As a first step in this process, the City and County have agreed to undertake the following activities over the next several months: survey the community's public safety priorities; research best practices in public safety service delivery; identify gaps, duplications, and immediate opportunities for collaboration across the public safety system; and develop a strategy map for achieving priority public safety outcomes.
3. Following a competitive process, the City and County have jointly selected a private contractor, the Public Strategies Group (PSG), to facilitate and coordinate these activities. The County will execute a separate contract with a different contractor for the provision of focus group services.
4. To formalize the agreement to carry out the activities listed above, and to provide for payment of both the PSG and focus group contracts, the City desires to enter into an intergovernmental agreement with the County and a memorandum of understanding (MOU) with the Citizens Crime Commission. The agreement and MOU specify that the City will pay 73% of all contract costs, the County 18%, and the Citizens Crime Commission 9%.
5. Funds for the City's portion of contract expenses will be allocated from a \$200,000 special appropriation for City/County public safety coordination included in the FY 2005-06 Adopted Budget.

NOW, THEREFORE, the Council directs:

- a. The Mayor and City Auditor are hereby authorized to execute the agreement between the City of Portland and Multnomah County, and the MOU between the City of Portland and the Citizen's Crime Commission, in a form substantially in accordance with the documents attached as Exhibits A and B.

Section 2. The Council declares that an emergency exists because delay in proceeding with this contract will imperil the availability of contract deliverables for the respective FY 2006-07 budget processes of the City and County; therefore this ordinance shall be in full force and effect from and after its passage by the Council.

Passed by the Council: NOV 09 2005

Prepared by:
Office of Management and Finance
Stacy Jones
October 14, 2005

GARY BLACKMER
Auditor of the City of Portland
By *Colleen Phillips*
Deputy