

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement (Agreement) is made by and between the Oregon Judicial Department on behalf of the Fourth Judicial District (OJD) and Multnomah County (County).

PURPOSE

The purpose of this agreement is for OJD to transfer, pursuant to a legislatively approved expenditure authorization, to County for the funding and operation of Court Day Care Services, a program developed to provide childcare services within the Multnomah County Circuit Courthouse facility to minimize the exposure of children to ongoing legal proceedings.

II. TERM

Upon execution of this Agreement by all parties, this Agreement will be deemed to have commenced retroactively on October 1, 2001. This Agreement shall remain in effect until June 30, 2003, unless terminated or extended pursuant to the terms set forth herein.

III. OJD'S RESPONSIBILITIES

OJD shall pay \$25,000 to County within 30 days after this Agreement has been signed by both parties. During OJD's 2002-03 fiscal year, OJD shall pay a further matching sum of up to \$25,000 within 30 days after a written notice from the Office of the Chair of the Multnomah County Board of Commissioners to the Fourth Judicial District Trial Court Administrator of the amount the Board has appropriated for County's operation of Court Day Care Services.

IV. COUNTY'S RESPONSIBILITIES

County shall use the funds paid to it by OJD under this Agreement for the funding and operation of Court Day Care Services.

V. TERMINATION

- A. This Agreement may be terminated by the written, mutual consent of the parties.
- B. This Agreement may be terminated for convenience by either party by written notice to the other party at least 30 days prior to the effective termination date.
- C. OJD may terminate this Agreement if OJD funding for this program from federal, state, or other sources is not obtained and continued. This Agreement may be modified by the parties in writing to accommodate a reduction in available funds.

VI. INDEMNIFICATION

County and OJD each shall be responsible, to the extent permitted by the Oregon Tort Claims Act (ORS 30.260 through 30.300) only for the acts, omissions, or negligence of its own officers, employees, or agents.

VII. INSURANCE

Each party shall be responsible for providing workers' compensation insurance as required by Oregon law. Neither party shall be required to provide or show proof of any other insurance coverage.

VIII. ADHERENCE TO LAW

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

IX. NONDISCRIMINATION

Each party shall comply with all requirements of federal and state civil rights and rehabilitation statutes and local nondiscrimination ordinances.

X. ACCESS TO RECORDS

Each party shall retain and preserve all its books, documents, papers, and records that are directly pertinent to this Agreement for a period of no fewer than three calendar years after the expiration, termination, or completion of performance of this Agreement, whichever occurs later, and each party shall have access to those books, documents, papers, and records for the purposes of auditing, examination, and copying, unless otherwise limited by law.

XI. SUBCONTRACTS AND ASSIGNMENT

Neither party shall subcontract or assign any part of this Agreement without the written consent of the other party.

THIS AGREEMENT IS THE ENTIRE AGREEMENT BETWEEN THE PARTIES, AND IT SUPERSEDES ALL PRIOR UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS WRITTEN OR ORAL, CONCERNING THE SUBJECT MATTER OF THIS AGREEMENT. EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, NO WAIVER, CONSENT, MODIFICATION, OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IT IS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER,

CONSENT, MODIFICATION, OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN.

Oregon Judicial Department

By: _____

Kingsley W. Click
(name)

State Court Administrator
(title)

Date: _____

Approved as to Legal Form and Sufficiency:

OJD Legal Counsel Division

Date: _____

LDP:jes/L4J02022
2/26/02

Multnomah County, Oregon

By: Lolene Pae
Director, Office of School and Community Partnerships

Date: 2/28/02

By: _____
Diane M. Linn, Multnomah County Chair

Date: _____

Reviewed. Katie Gault
Tom Sponsler, County Attorney
for Multnomah County, Oregon

Date: 3/01/02

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # _____ DATE: _____
DEB BOGSTAD, BOARD CLERK