

## **RESOLUTION NO. 2264**

### **A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH MULTNOMAH COUNTY TO PROVIDE SERVICES TO OLDER ADULTS**

#### **THE TROUTDALE CITY COUNCIL FINDS AS FOLLOWS:**

1. The City desires to offer opportunities to access services to its residents, including senior adults;
2. Multnomah County, through its Department of County Human Services the Aging and Disability Services Division (ADSD) Area Plan for 2013-2017 maintains a sub-planning and service area district within the City;
3. Multnomah County provides funding for information and assistance, outreach, case management, options counseling, access to other needed services such as transportation and in-home services, outreach, and focal point development and operation; and
4. The City contracts with the County to provide the aforementioned services to residents of the City through an Intergovernmental Agreement (IGA).

#### **NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF TROUTDALE**

Section 1. Agrees now that the City enter into an IGA with Multnomah County for services provided to older adults in FY 2014-2015.

Section 2. Designates the City Manager or Finance Director (each a "City Official") or a designee of the City Official, to act on behalf of the City, and without further action by the City Council the City Official is hereby authorized, empowered and directed to sign the IGA on behalf of the City, and any and all other required and necessary documents to implement the intent of the agreement..

Section 3. The City Official is hereby authorized to execute, acknowledge and deliver the IGA in substantial conformity with Exhibit A of the Staff Report, including any other supporting and implementing documents, and to take any other action as may be advisable, convenient, necessary, or appropriate to give full force and effect to the terms and intent of the IGA, and the execution thereof by any such City Official shall be conclusive as to such determination.

Section 4. Further, consistent with intent of the IGA, and in the best interest of the City, the City Official is authorized to determine, execute, acknowledge and deliver any subsequent addendums, extension, revisions, modification, or successor documents of the IGA, and the execution thereof by any such City Official shall be conclusive as to such determination.

Section 5. The Finance Director is authorized to disburse funds, subject to annual appropriations, as necessary to fulfill the IGA obligations, and is further directed to implement all such actions necessary to ensure budgetary compliance.

Section 6. This Resolution shall be effective upon adoption.

**YEAS: 7**  
**NAYS: 0**  
**ABSTAINED: 0**



**Doug Daoust, Mayor**

Date 7/9/14



**Debbie Stickney, City Recorder**  
**Adopted: July 8, 2014**

**INTERGOVERNMENTAL AGREEMENT**  
**Number 201516**

This Agreement is made and entered into pursuant to the authority found in ORS Chapter 190 by and between the City of Troutdale, hereinafter referred to as CITY, and Multnomah County, hereinafter referred to as COUNTY.

**SECTION I. INTRODUCTION**

The purpose of this agreement is to initiate a partnership between COUNTY and the cities of East Multnomah County, including Fairview and Troutdale, with the goal to better serve older adults who live in East Multnomah County. The term of this Agreement shall be from July 1, 2014 through June 30, 2015.

**SECTION II. RECITALS**

- A. WHEREAS, CITY desires to offer opportunities to access services to its residents, including senior adults;
- B. WHEREAS, COUNTY, as the designated Area Agency on Aging (AAA) for Multnomah County, has the responsibility to plan, coordinate and conduct a comprehensive social service delivery system for elderly residents within the boundaries of Multnomah County in accordance with provisions of the Area Plan required through the Older Americans Act of 1965, as amended;
- C. WHEREAS, COUNTY through the Department of County Human Services the Aging and Disability Services Division (ADSD) Area Plan for 2013-2017 maintains sub-planning and service area districts within COUNTY boundaries;
- D. WHEREAS, COUNTY provides funding for information and assistance, outreach, case management/options counseling, access to other needed services such as transportation and in-home services, outreach, and focal point development and operation. COUNTY makes arrangements with other East County jurisdictions for proportionate funds to support access services for East County residents;
- E. WHEREAS, East Multnomah County, including the CITY and adjacent cities and communities has been designated such a sub-planning and service area district;
- F. WHEREAS, East County Senior Coalition has been designated the citizens advisory committee for the East Multnomah County Senior Services District;
- G. WHEREAS, the CITY and COUNTY have identified priority areas that create natural links between COUNTY senior support services and CITY;
- H. WHEREAS, COUNTY policy regarding District Centers is to contract with private non-profit organizations for the delivery of District Center services;
- I. WHEREAS, COUNTY is currently providing District Center and Nutrition services for the East Multnomah County District through a contract with multiple community partners; and
- J. WHEREAS, COUNTY provides some services directly and other services through contracts with private non-profit organizations, for the purposes of this Agreement, when COUNTY is referenced it is understood to include COUNTY and partner organizations funded by COUNTY to deliver services.

**THEREFORE, CITY and COUNTY agree as follows.**

**SECTION III. AGREED/CITY AND COUNTY**

- A. COUNTY and CITY will create a partnership to (1) provide services and activities that help elderly CITY residents to remain in their own homes and communities through a system of information, outreach activities and services; and (2) to engage in other community partnerships to coordinate a broad array of services and activities which enhance life for senior citizens who live in East Multnomah County.
- B. The parties mutually agree that the administrative authority for COUNTY shall be the Division Director of Aging Disability Services Division, Department of County Human Services and the administrative authority for CITY shall be the City Manager.

**SECTION IV. AGREED/COUNTY**

- A. COUNTY shall perform, within the boundaries of the East County Senior Services District, all services to the elderly prescribed by the Area Plan as approved by the State of Oregon, including services available through the Older American Act of 1965, as amended, Oregon Project Independence, and Title XIX, Medicaid. These services shall include:
  - 1. Information and assistance
  - 2. Case management/options counseling
  - 3. Arrangement for services such as:
    - a. in-home care
    - b. adult day care
    - c. respite care
    - d. transportation
  - 4. Outreach to the isolated, frail and vulnerable seniors
  - 5. Legal services
  - 6. Meals
  - 7. Protective services for adults
  - 8. Housing alternatives
  - 9. Supplemental nutrition assistance and medical assistance for low-income elderly residents
- B. COUNTY shall provide leadership to address issues of concern to older adults, in accordance with the provision of the Older Americans Act. This will include development and implementation of single-entry point access to services and community partnerships working towards the development of a highly visible multipurpose senior service and activity center, referred to as a Focal Point, centrally located in the East County area.
- C. COUNTY will hold intact the AAA policy of contracting for Older Americans Act services and developing and implementing a single entry system.
- D. COUNTY agrees to provide an annual report.

**SECTION V. AGREED/CITY**

- A. CITY will work cooperatively with other East Multnomah County entities to optimize resources to meet the needs of older residents.

- B. CITY shall designate a person or person to represent the CITY in ongoing cooperative planning and program coordination.

SECTION VI. COMPENSATION--METHOD OF PAYMENT

- A. CITY agrees to provide \$3,000 to COUNTY annually as a proportionate share of Senior Information, Assistance and Outreach activities to senior residents of the CITY Area.
- B. Upon receipt of an invoice, CITY shall make a single payment to COUNTY for annual funding in accordance with the following schedule:
  - January 31<sup>st</sup> \$3,000
- C. COUNTY will waive indirect costs for the Older Americans Act, Oregon Project Independence funds and CITY funds now and in the future. COUNTY will not deliver these funds from services to pay indirect costs. COUNTY will charge indirect costs on Title XIX Administrative dollars and any new Federal and State dollars as allowed.
- D. COUNTY shall support the AAA policy of allocating funds and services, for non-restricted funding sources, to the designated sub-planning and service area districts through an allocation formula based on the in-need elderly population within COUNTY boundaries.

SECTION VII. MISCELLANEOUS PROVISIONS

- A. **Severability.** Should any Section, or portion thereof, of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, or any administrative agency having jurisdiction over the subject matter, such decision shall apply only to the specific Section or portion thereof directly specified in the decision. All other portions of the Agreement as a whole shall continue without interruption for the term hereof.
- B. **Termination.** All or part of this contract may be terminated by mutual consent by both parties, or upon 60 days written notice by either party, delivered to the designated contact person.
- C. **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.

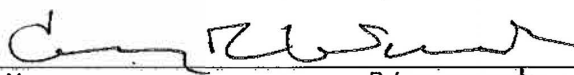
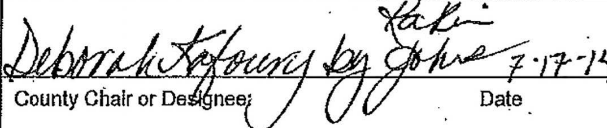
- D. **Insurance.** Each party shall each be responsible for providing workers' compensation insurance as required by law. Neither party shall be required to provide or show proof of any other insurance coverage.
- E. **Adherence to Law.** Each party shall comply with all federal, state and local laws and ordinances applicable to this agreement.

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F. **Non-Discrimination.** Each party shall comply with all requirements of federal and state civil rights and rehabilitation statutes and local non-discrimination ordinances.

G. **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.

IN WITNESS, the parties have caused this instrument and attachments to be executed by their duly authorized officers.

CITY OF TROUTDALE	MULTNOMAH COUNTY, OREGON
By:  City Manager	 County Chair or Designee
Date: 7/31/14	Date: 7-17-14
	Jenny M. Madkour, County Attorney for Multnomah County
	By: Approved via email by Patrick Henry
	Assistant County Attorney
	Date: 7/8/2014