

INTERGOVERNMENTAL AGREEMENT No. 30000956

This is an Amendment to the Intergovernmental Agreement, referenced above, effective July 1, 2010, between Multnomah County (County) and City of Portland (City).

The parties agree that the following changes are made to IGA Contract No. 30000956: Amend and replace, in its entirety, IGA Contract No. 30000956 to read as follows (underlined language is new; ~~strike through language~~ is deleted);

This Intergovernmental Agreement is entered into by and between the City of Portland, Oregon ("City"), and Multnomah County, Oregon ("County").

I. PURPOSE

The purpose of this Intergovernmental Agreement ("IGA" or "Agreement") is to establish a framework for the City and County to jointly support the Gateway Center for Domestic Violence Services ("the Center") to provide accessible and coordinated services to victims of domestic violence and their children. The IGA lays out the principles and processes by which the City-County collaboration will be developed and will function.

It is the intent of the City and the County to implement the Center in order to provide an opportunity for co-location of agencies to improve service delivery by facilitating communication among domestic violence community-based services, law enforcement, and prosecution agencies. The goal of the Center is to provide victim-centered services that promote victim autonomy.

II. RECITALS

- A. The City has approved an operational budget annually of \$422,000 and \$1.7 million in one-time only funding to launch the Center.
- B. The City is the fiscal agent for operation of the Center, and employees of the Center are deemed employees of the City for purposes of determining fringe benefits and supervisory structure.
- C. The County has approved the free use of the property described in Exhibit A for the Center's operation, and will prepare a leasing agreement with the City for use of the building.
- D. The City accepted the recommendations for the Feasibility Study for a One-Stop Domestic Violence Center dated February 2008. Pursuant to that report, the City in conjunction with the County convened an Implementation Task Force to work on budgetary and governance issues.

- E. The County has passed a resolution that accepted the City's Report and Recommendations of the Feasibility Study for a One-Stop Domestic Violence Service Center dated February 2008, and has agreed to join with the City and other appropriate partners to negotiate the terms of an agreement to establish a One-Stop Domestic Violence Service Center. ~~Commissioner~~ Chair Jeff Cogen has been authorized to work with the Multnomah County Domestic Violence Coordinator and Facilities and Property management to negotiate terms of an IGA with the City to implement the recommendations of the Feasibility Study for a One-Stop Domestic Violence Center.

The Parties Agree As Follows:

1. TERM. This Agreement shall extend from July 1, 2009 to June 30, 2014. This agreement may be renewed or extended upon written agreement of parties provided in this agreement.
2. RESPONSIBILITIES OF CITY WILL BE TO:
 - A. Provide Commissioner Dan Saltzman to act as the elected official to be the City government liaison to the Center. In the event that Commissioner Saltzman is no longer able or willing to serve as liaison, the City Council will appointment another elected official to be the City government liaison to the Center.
 - B. The role of the City government liaison will be to provide overall leadership to the Center at the City government and community level, to appointment members of the Advisory Council, as described below, to participate on and support the activities of the Advisory Council, to confer annually with the County liaison or as needed about Center operations, City funding and County provisions of facilities, and to assure that the Director is hired and supervised at the City.
 - C. Provide and supervise a full-time Director to oversee and manage operations, partnerships outreach and evaluation for the Center. The Director will hold overall responsibility for effective operation of the Center including occupancy agreements with partner agencies and staffing of the Advisory Council.
 - D. It is anticipated that in addition to the Director, the City will provide a full-time operations manager, receptionist, ~~security guard~~, three FTE contracted Navigators, .5 FTE Civil legal attorney, and other (non-facilities related) costs related to providing access and services to victims on site. These staffing levels are subject to change based on the input of the Advisory Council and subject to City budgetary conditions.

E. The City shall establish and staff a Center Advisory Council.

i. An Advisory Council shall be formed to provide high level advice related to policy and operations of the Center to the Center Director and to the City Council and Board of County Commissioners.

ii. The Advisory Council shall have no more than 13 members and no fewer than 9 members who represent the diversity of agencies that provide intervention in domestic violence, including representatives from the Multnomah County Domestic Violence Coordinator's office (1); Office of the District Attorney (1), Portland Police Bureau (1), Department of Human Services (1), Non-profit Domestic Violence Service Providers (3), the Multnomah County Family Violence Coordinating Council (1), Civil legal provider (1), domestic violence survivors (1), and the governmental liaisons (2).

iii. Appointments will be of specific individuals representing named entities or bringing particular expertise to the project. Initial appointments to the Advisory Council shall be for a term of two or three years, as indicated below. Following the initial appointments, terms shall be for two years. Individuals can serve on the Advisory Council for multiple terms.

iv. Advisory Council members shall be appointed by the designated government liaisons who will seek to come to agreement on selecting members. In the event the government liaisons do not agree on appointments to the Advisory Council, appointments will be made by the government liaison representing either the City or the County as named below.

Entity or Expertise	Appointment Authority in the Event of Disagreement
Community based DV Agency (2 year)	City
Community based DV Agency (3 year)	County
Community based DV Agency (2 year)	County
Department of Human Services (3 year)	City
District Attorneys Office (2 year)	City
Domestic Violence Coordinator's Office (3 year)	County
Domestic Violence Survivor (2 year)	City

Legal Aid Services of Oregon (3 year)	County
Multnomah County Circuit Court (2 year)	County
Portland Police Bureau (3 year)	City
Family Violence Coordinating Counsel (2 year)	City

v. The role of the Advisory Council shall be:

a. To adopt Advisory Council operating principles consistent with the goals of the Center to provide victim centered services that promote victim autonomy. These principles will include a process to identify policy level disagreements, for resolutions of disagreements, for involving the larger domestic violence service community including but not limited to airing the Family Violence Coordinating Council. The operating principles will include rules related to voting.

b. To develop and adopt an evaluation plan consistent with the provisions contained later in this document regarding “An Evaluation Plan for the Center.”

c. To approve all occupants of the Center at the agency level, and approve expulsion of Center occupants at the agency level. The City will ensure that all persons or entities that occupy space in the Premises are sublessees and shall execute a Sublease that expressly provides that the Sublease is subject to the Master Lease between the County and the City. All sublessees shall qualify as government or otherwise non-profit to maintain the tax exempt status of the facility.

d. Review and annually make recommendations to the City Council regarding the Center’s operating budget and Board of County Commissioners regarding the County’s grant of the facilities to the center, and advocate for adequate funding for the Center.

e. To report annually to the City and County Commissioners, in conjunction with the Director, regarding the Center’s outcomes, operations, funding, facility or other issues.

vi. The Advisory Council or any individual member of the Advisory Council can along with the Center Director solicit policy level feedback from the Family Violence Coordinating Council at any time.

- F. Develop Interagency Agreements/MOU's with Center Sublessees regarding use of facility and policies and procedures, which will confirm to the terms of the Master lease.
- G. Provide a private office, phone and internet access at the Center for the MCSO FSO security. Cooperate with MCSO to develop and implement a safety and security protocol for the Center. Develop, maintain and update written protocols, procedures and manuals related to Center safety and security.

3. RESPONSIBILITIES OF COUNTY WILL BE TO:

- A. Provide ~~Commissioner~~ Chair Jeff Cogen to act as the elected official to be the government liaison to the Center. In the Event that ~~Commissioner~~ Chair Cogen is no longer able or willing to serve as liaison, the Board of County Commissioners will appoint another elected official to be the government liaison to the Center.
- B. The role of the County liaison will be: to provide overall leadership to the Center at the County government and community level; to appoint members of the Advisory Council, as described above; to participate in and support the activities of the Advisory Council, to confer annually with the City liaison, or as needed, about City funding for the Center and County provision of facilities.
- C. Provide use of the property described in Exhibit A for Center operations on terms contained in the lease attached as Exhibit B.
- D. Provide on-going technical assistance and consultation through the DV Coordinator's Office, including participating on the Advisory Committee.
- E. Provide one uniformed FTE Multnomah County Sheriff's Office Facility Security Officer for security at the Center as follows: electronic entry screening, court security and facility patrols. The FSO will work closely with all partners at the Center to facilitate the needs of citizens and staff entering the facility. The FSO will have the authority to exclude from the Center any persons whose behavior disrupts the work of Center staff or the safety of staff or members of the public using the Center.

4. JOINT CITY AND COUNTY RESPONSIBILITY WILL BE TO:

- A. Assure that the services provided at the Center are coordinated with and integrated into the larger domestic violence victim services and criminal justice response.

5. AN EVALUATION PLAN FOR THE CENTER.

- A. The Feasibility Study for the Center recommends that an evaluation plan be created to evaluate the intended outcomes of the Center and to create a mechanism for making needed program changes based on data collected. The Implementation Task Force proposed that a portion of the one-time funds allocated by the City be used for evaluation design and implementation.
 - B. The Feasibility Study charges the Advisory Council (referred to as Governance Council in the Feasibility Study) with the responsibility for development of an evaluation plan and monitoring of the operations of the Center based on that plan.
 - C. Pursuant to those recommendations, the Advisory Council shall develop an evaluation plan which collects key data to measure the impact of the Center on the Center's participants and their children and provide data regarding the Center's impact on the existing domestic violence service system, in addition to other data the Advisory Council deems necessary to collect to maintain and monitor the Center's operations.
 - D. An evaluation of the center shall begin at the end of the second year of operation of the Center, and shall be completed prior to the end of the third year of operation of the Center to allow the County Board of Commissioners and the City Council to evaluation the impact and effectiveness of the Center.
 - E. The Center Director shall be responsible for oversight and management of the evaluation plan at the direction of the Advisory Council.
 - F. The Advisory Council shall recommend a budget for the evaluation plan subject to approval by the City Council.
6. TERMINATION. Either party, upon 30 days written notice, may terminate this agreement.
7. AMENDMENTS. This agreement can be amended by mutual written agreement of both parties.
8. 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, 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.

9. INSURANCE. Each party shall 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.

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

11. NON-DISCRIMINATION. Each party shall comply with all requirements of federal and state civil rights and rehabilitation statutes and local non-discrimination ordinances.

12. 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.

13. SUBCONTRACTS AND ASSIGNMENTS. Neither party will subcontract or assign any part of this agreement without the written consent of the other party.

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.

Multnomah County, Oregon

City of Portland

By: Jeff Cogen, Chair

By:
Title:

Reviewed:

Approved as to Form:

AGNES SOWLE, COUNTY ATTORNEY

CITY ATTORNEY

Assistant County Attorney
