

City Agreement Number: _____
Council Approved Date: _____

INTERGOVERNMENTAL AGREEMENT

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

PURPOSE

The purpose of this Intergovernmental Agreement ("IGA" or "Agreement") is to establish a framework for the City and County to jointly support mental health services for victims and survivors of domestic violence at the Gateway Center for Domestic Violence Services.

The Gateway Center for Domestic Violence Services (the Gateway Center) is jointly supported by the City and the County under the terms of IGA (#30000956) and a Lease (#30000944), both approved in October 2010. This IGA clarifies the support for vital mental health services provided at the Center.

RECITALS

- a. The City and County are established partners in supporting the Gateway Center and its provision of holistic, accessible and coordinated services to victims of domestic violence and their children.
- b. The City invested one-time only funding in order to launch the Gateway Center and provides the ongoing operational budget for the Gateway Center. The County provides the free use of a building on the Gateway Children's Campus (f.k.a. the Children's Receiving Center) for the Gateway Center's operation.
- c. The City is the final fiscal agent of the Center, and employees of the Gateway Center are deemed employees of the City for purposes of determining fringe benefits and supervisory structure.
- d. The Gateway Center co-locates service providers from both public and private agencies together which provide a wide variety of services that can support survivors in achieving long-term safety and stability in their lives. The viability and vitality of the Gateway Center service model requires a wide variety of services be available such that individualized action plans can be crafted to meet the needs of each survivor.
- e. The County contracted with qualified mental health provider to provide mental health assessment services at the Gateway Center beginning in September 2010. The position was funded with one-time money that has since been depleted. Meanwhile, the mental health services have been accessed at very high rates and the service is one of the most popular in the Gateway Center's service array.

Exhibit A

- f. The City has identified one-time operational savings in the current fiscal year of \$12,800 that can be applied to extend the current contract through June 30, 2011.
- g. The County has also identified \$12,800 to continue the current mental health service contract through June 30, 2011.
- h. The County's Department of County Human Services has forwarded a "program offer" to the Board of County Commissioners to continue to fund and provide the mental health services from July 1, 2011 through June 30, 2012.
- i. The City is also considering a budget request of \$33,500 to match the potential financial contribution of the County to continue mental health services at the Gateway Center.

The Parties Agree As Follows:

- 1. **TERM.** This Agreement shall extend from April 1, 2011 to June 30, 2012. This Agreement to provide for mental health services at the Gateway Center may be renewed or extended upon written agreement of both parties provided in this Agreement. If the Agreement is renewed or extended beyond June 30, 2011, each party shall contribute \$33,500 annually to provide for mental health services at the Gateway Center.
- 2. **RESPONSIBILITIES OF THE CITY.**
 - a. Provide on-site coordination of the mental health services at the Gateway Center.
 - b. Match the contribution of the County of \$12,800 to extend the current contract for mental health services at the Gateway Center through the end of the current fiscal year (June 30, 2011).
- 3. **RESPONSIBILITIES OF THE COUNTY.**
 - a. Procure and contract with qualified mental health provider to provide mental health and assessment services and short term counseling for victims and survivors of domestic violence at the Gateway Center for Domestic Violence Services.
 - b. Match the contribution of the City of \$12,800 to extend the current contract for mental health services at the Gateway Center through the end of the current fiscal year (June 30, 2011).
- 4. **TERMINATION.** Either party upon 30 days written notice may terminate this Agreement.
- 5. **AMENDMENTS.** This Agreement can be amended by mutual written agreement of the both parties.

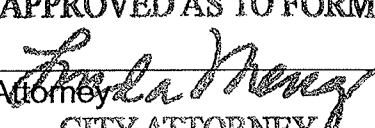
Exhibit A

6. **INDEMNIFICATION.** Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, the 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 the 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 the 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. The mental health provider shall be deemed an independent contractor and not an employee of the City.
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. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties.

Multnomah County, Oregon

City of Portland

By: Jeff Cogen, Chair

By:
Title:Reviewed:
COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGONApproved as to Form:
APPROVED AS TO FORM

City Attorney
CITY ATTORNEY

Assistant Multnomah County Attorney