

EXHIBIT A

CITY OF PORTLAND CONTRACT NUMBER 30006051

INTERGOVERNMENTAL AGREEMENT NO. 201825

This INTERGOVERNMENTAL AGREEMENT ("Agreement"), effective July 1, 2017 ("Effective Date") is between THE CITY OF PORTLAND, OREGON, PORTLAND CHILDREN'S LEVY (PCL), and the MULTNOMAH COUNTY HEALTH DEPARTMENT COMMUNITY CAPACITATION CENTER (Multnomah County) and who may be referred to jointly in this Agreement as the "Parties" and individually as a "Party."

RECITALS:

1. The voters passed the Children's Levy in November 2002 to support early childhood education programs, child abuse prevention and intervention programs, and after school and mentoring programs to serve the children of the City of Portland.
2. The voters renewed the Children's Levy in November 2008 to continue supporting early childhood education, child abuse prevention/intervention, after-school and mentoring programs, and to begin funding programs that support children in foster care.
3. The voters renewed the Children's Levy a second time in May 2013 to continue supporting early childhood education, child abuse prevention/intervention, after school, mentoring and foster care youth programs, and to begin funding programs to relieve childhood hunger.
4. In a public meeting on June 2, 2015, the Allocation Committee of the Children's Levy allocated up to \$500,000 to provide training, technical assistance, and quality improvement services to grantee agencies who provide services to children and their families residing in the City of Portland. The Portland City Council approved this allocation on July 29, 2015 in Ordinance 187274.
5. The PCL Allocation Committee approved the training proposal submitted by PCL staff in consultation with grantees to provide Culturally Responsive, Trauma-Informed, Reflective Supervision Group Training to staff of grantee agencies.
6. The Multnomah County Health Department Community Capacitation Center provides training and technical assistance to organizations that desire to enhance their capacity to provide effective reflective supervision to diverse direct service staff.

NOW, THEREFORE, in consideration of the promises and covenants contained in this Agreement, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows.

Intergovernmental Agreement (Consultation and Training Services)

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AGREED:**I. SCOPE OF WORK**

During the term of this Agreement, the Parties have agreed to work together to provide training and technical assistance to PCL grantees.

- A. Multnomah County shall provide up to 150 hours of consultation and training services from July 1, 2017 through June 30, 2019, to PCL staff and grantee programs to support implementation of trauma-informed, culturally responsive reflective supervision practices as covered in the training events.
- B. Multnomah County shall participate in up to 60 hours of partnership project coordination and planning meetings from July 1, 2017 through June 30, 2019. Partners include PCL, Trauma Informed Oregon, and Morrison Child and Family Services. The purpose of the partnership is to assure training and consultation services offered to PCL grantees is culturally responsive, has fidelity to trauma-informed practice and care, and supports the development of program supervisors as well as direct service staff.

II. SPECIFIC CONDITIONS OF THE AGREEMENT

- A. **TERM:** The term of the Agreement shall begin July 1, 2017 and continue through June 30, 2019 (the "Term"), unless terminated sooner under a provision of this Agreement.
- B. **INTERGOVERNMENTAL AGREEMENT MANAGER:** PCL Intergovernmental Agreement Manager for this Agreement shall be Lisa Hansell. Multnomah County's Intergovernmental Agreement Manager for this Agreement shall be Pei-ru Wang.
- C. **AMENDMENT:** All changes to this Agreement, including changes to the scope of work and Agreement amount, must be made by written amendment. The City of Portland's Commissioner in charge of PCL is authorized to execute amendments to this Agreement on behalf of PCL, provided such amendments are in writing, signed by both Parties, and approved as to form by the City Attorney. Multnomah County will conform with its process for executing Intergovernmental Agreement Amendments.

- D. **BILLINGS/INVOICES/PAYMENT:** PCL's Intergovernmental Agreement Manager is authorized to approve work, billings and invoices submitted to PCL pursuant to this Agreement and to carry out all other actions referred to herein in accordance with this Agreement.

III. PAYMENTS

- A. PCL agrees to pay Multnomah County \$75 for each hour of consultation and training, and meeting time up to FIFTEEN THOUSAND AND SEVEN HUNDRED AND FIFTY DOLLARS (\$15,750) for the training and consultation services described above. Multnomah County shall invoice within 60 days of providing services. PCL shall pay Multnomah County for services performed 30 days after invoices are received.
- B. Payments under this Intergovernmental Agreement may be used only to provide the services or take the actions listed previously in this Intergovernmental Agreement and shall not be used for any other purpose.

IV. GENERAL AGREEMENT PROVISIONS

- A. **TERMINATION.** Either Party may terminate this Agreement by giving thirty (30) days written notice to the other Party. In the event of a termination, Multnomah County shall submit to PCL a final billing in a manner consistent with section III. A. of the Agreement. PCL shall not be liable for indirect or consequential damages.
- B. **CONFLICTS OF INTEREST.** No public official, during his or her tenure or for one year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. No public official who participated in the award of this Agreement shall solicit employment from or be employed by the other Party during the period of the Agreement.
- C. **OREGON LAWS AND FORUM.** This Intergovernmental Agreement shall be construed according to the laws of the State of Oregon, without regard to its provisions regarding conflict of laws. Any litigation between the Parties arising under this Agreement or out of work performed under this Agreement shall occur in the Multnomah County court having jurisdiction thereof.
- D. **INDEMNIFICATION.** To the extent permitted by Oregon law, and in accordance with the provisions of the Oregon Tort Claims Act, ORS 30.260 through 30.300, including the limits of liability for public bodies set forth therein, Multnomah County shall defend, save, and hold harmless the City of Portland, its officers, agents, and employees, from all claims, suits, or actions arising out of the negligent acts, errors, or omissions of the City of Portland and its agents or employees in performance of their duties under this

agreement. This section shall survive termination or expiration of this Agreement.

- E. SEVERABILITY. If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
- F. INTEGRATION. This Agreement contains the entire agreement between the Parties and supersedes all prior written or oral discussions or agreements. There are no oral or written understandings that vary or supplement the conditions of this Agreement that are not contained herein.
- G. THIRD PARTY BENEFICIARIES. There are no third party beneficiaries to this Agreement. The Agreement may only be enforced by the Parties.
- H. ELECTRONIC MEANS, COUNTERPARTS. The Parties agree that they may conduct this transaction, including any contract amendments, by electronic means, including the use of electronic signatures. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and such counterparts shall constitute one and the same instrument.
- I. NOTICE: Any notice or communication under this Agreement by either Party to the other shall be deemed given and delivered (a) forty-eight (48) hours after being dispatched by registered or certified U.S. mail, postage prepaid, return receipt requested, (b) when received if personally delivered, or (c) if sent by e-mail or other form of electronic transmission, with receipt of confirmation that such transmission has been received, and:

A notice or communication to the City shall be addressed as follows:

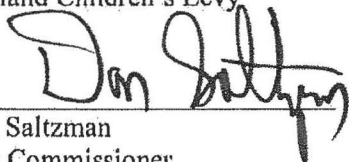
Portland Children's Levy
Attn: Lisa Hansell
319 SW Washington St.
Suite 415
Portland, Oregon 97204
503-823-4133
503-823-2979 (facsimile)
Lisa.Hansell@portlandoregon.gov

A notice or communication to Multnomah County shall be addressed as follows:

Multnomah County Health Department
Community Capacitation Center
Attn: Pei-ru Wang
10317 E Burnside Street
Portland, OR 97216
503-988-3882
pei-ru.wang@multco.us

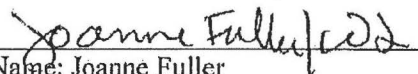
Dated this 22 day of Aug., 2017

CITY OF PORTLAND
Portland Children's Levy



Dan Saltzman
City Commissioner

MULTNOMAH COUNTY
Health Department




Name: Joanne Fuller
Title: Director

~~APPROVED AS TO FORM~~



City Attorney **CITY ATTORNEY** 8/16/17

APPROVED AS TO FORM:

Bernadette Nunley 
County Attorney