

Grant No. _____

**INTERGOVERNMENTAL AGREEMENT
GRANT FOR GATEWAY CENTER PROGRAM EVALUATION**

This intergovernmental agreement for a grant ("Agreement") in an amount not to exceed \$20,000, entered into under the provisions of ORS Chapter 190, is between THE CITY OF PORTLAND, for the benefit of its Gateway Center for Domestic Violence, and the State of Oregon acting by and through the Board of Higher Education on behalf of PORTLAND STATE UNIVERSITY, hereinafter referred to as "GRANTEE," whose address is PO Box 751, Portland, OR 97207.

RECITALS:

- A. The Gateway Center for Domestic Violence Services (the Gateway Center) is jointly supported by the City and Multnomah County under the terms of Intergovernmental Agreement (IGA) #30000956. The City is the final fiscal agent of the Center and has operational supervisory responsibility for the Center.
- B. The City-County IGA directs that "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 third year of operation of the Center to allow the County Board of Commissioners and the City Council to evaluate the impact and effectiveness of the Center."
- C. Within the Gateway Center service providers from both public and private agencies are co-located and provide a wide variety of services that support domestic violence survivors in achieving long-term safety and stability in their lives.
- D. As the operational supervisor for the Center, the City has determined that effective evaluation of the complex service model operating at the Center requires considerable expertise and that evaluation would be enhanced by carefully considering data collection mechanisms and long-term outcome measures. Qualified assistance in planning and design for a formal evaluation process is required.
- E. The City has identified that assistance may be found within PSU's Hatfield School of Government, specifically from Assistant Professor Masami Nishishiba, Ph.D. and Adjunct Professor Matthew Jones, Ph.D. of the Division of Public Administration. These researchers have the subject-matter expertise in organizational theory, research methodology, modeling and statistical analysis, and criminal justice related organization

analysis necessary to assist in planning and designing of an effective evaluation for the Center and conducting the evaluation. These researchers are ready, willing and able to timely and professionally perform the tasks required in this Agreement.

- F. The City has identified a one-time operational savings in the current fiscal year of \$20,000 to fund evaluation planning and design.

AGREED:

I. TERM OF GRANT

1. This Agreement shall extend from June 1, 2011 to September 30, 2012. This Agreement to provide planning and evaluation design expertise to the Gateway Center may be renewed or extended upon written agreement of both parties provided in this Agreement.
2. The terms of this Agreement shall be effective when an ordinance is passed by City Council and the Agreement is executed by all the parties, as shown by their signatures below. The performance of work shall commence on June 1, 2011 and terminate on September 30, 2012. This Agreement shall remain in effect during any period for which GRANTEE has received CITY funds.

II. ACTIONS TO BE TAKEN BY GRANTEE

1. In consideration of the grant funds provided by CITY, GRANTEE agrees to perform the following actions and/or spend grant funds in the following way:
 - A. Assign Assistant Professor Masami Nishishiba, Ph.D. and Adjunct Professor Matthew Jones, Ph.D. ("researchers") of the Division of Public Administration to perform the tasks required in this Agreement. If these researchers cannot complete the project, alternate researchers shall be assigned upon consultation and approval of the Center Director, and evaluation of the the alternate researchers' background and expertise.
 - B. Grantee's researchers will perform all work identified in GRANTEE'S proposal attached and incorporated as Exhibit A, which include but are not limited to the following tasks:
 - (1) Conduct data collection to evaluate the work of the Gateway Center during September 2010 to August 2011.
 - (2) Set-up a data collection system.
 - (3) Develop an evaluation framework for evaluate the work of the Gateway Center after September 2011.
 - (4) Conduct evaluation in accordance with the established plan and design.
 - (5) Coordinate with the Center Director to collect necessary data.
 - (6) Execute confidentiality and/or nondisclosure agreement as necessary to protect the privacy and other interests of the Center, services providers and service recipients.

- (7) Meet with Center Director throughout the project.
- (8) Provide two reports regarding findings, analysis and recommendations. Researchers will be required to explain in laymen terms the process and results related to the evaluation methodology and to include suggestions for process improvement at the Center.
- (9) Present final report findings to Center's Advisory Board.

III. SPECIFIC CONDITIONS OF THE GRANT

1. Publicity: Grantee will seek permission from the City prior to representing the City as a funder on its website or within other written or electronic materials.
2. Records: Grantee will maintain all records related to this Agreement, including but not limited to those pertaining to the planning, design, data collection and evaluation. All records regarding the program, as well as general organizational and administrative information, will be made available to the Grant Manager, or other designated persons, upon request.
3. Grant Manager: The Grant Manager for this Agreement is Center Director, Martha Strawn Morris.
4. Amendment: The Grant Manager is authorized to amend in writing the scope of work, terms and conditions of the Agreement provided such changes do not increase the City's financial risk. If approved, such changes shall be incorporated into a formal grant amendment and signed by the Grantee and the Grant Manager before such changes are effective. Any change to the amount of the Agreement must be approved by the City Council unless the City Council delegated authority to amend the amount of the grant to a specific individual in the ordinance authorizing the Agreement.
5. Billings/invoices/Payment: The CITY Grant Manager is authorized to approve work and billings and invoices submitted pursuant to this Agreement and to carry out all other CITY actions referred to herein in accordance with this Agreement.
6. Reports: Grantee will submit to the Grant Manager two reports. The first will be based on information collected during phase 1 (July 2011 to August 2011) and will include information on (1) compiled and analyzed data already collected by the Gateway Center, (2) other identified data sources, and (3) results of small scale primary data collection (e.g., focus group). The second report will summarize the work of both Phase 1 and Phase II including guidance to the Gateway Center for a phase III evaluation.
7. Other: If services or actions are to be taken by Grantee, a description of services provided, including the type of information provided to persons receiving assistance and examples of the information, languages in which the information is available.

IV. PAYMENTS

1. GRANTEE will receive its funding within 30 days of providing the City with an invoice for services rendered. Invoices will be submitted no more frequently than quarterly. Hourly Rates for Masami Nishishiba will be billed at a rate of \$175 an hour. Hourly rates for Matthew Jones will be billed at a rate of \$175. The Doctorol Graduate Student's time

will be billed at a rate of \$40 an hour. These rates include indirect costs for the University. Payments on this grant will not exceed \$20,000. Invoices shall include description of tasks performed. CITY may request additional documentation in support of GRANTEE's invoice.

2. If for any reason GRANTEE receives a grant payment under this Agreement and does not use grant funds, provide required services or take any actions required by the Agreement the CITY may, at its option terminate, reduce or suspend any grant funds that have not been paid and may, at its option, require GRANTEE to immediately refund to the CITY the amount improperly expended or received by GRANTEE.
3. No Grant payments under this Agreement may be used only for to provide the services or take the actions listed previously in this Agreement and shall not be used for any other purpose.
4. If applicable, GRANTEE will keep vendor receipts and evidence of payment for materials and services and time records and evidence of payment for program wages, salaries, and benefits, and GRANTEE services. All such receipts and evidence of payments will promptly be made available to the Grant Manager or other designated persons, upon request. At a minimum, such records shall be made available and will be reviewed as part of the annual monitoring process.
5. If, for any reason, GRANTEE's anticipated services or actions are terminated, discontinued or interrupted, the CITY's payment of funds under this grant may be terminated, suspended or reduced.

V. GENERAL GRANT PROVISIONS

1. RECITALS. The recitals shall be incorporated fully into the Agreement.
2. TERMINATION FOR CAUSE. If, through any cause, GRANTEE shall fail to fulfill in timely and proper manner his/her obligations under this Agreement, or if GRANTEE shall violate any of the covenants, agreements, or stipulations of this Agreement, the CITY shall have the right to terminate this Agreement by giving written notice to GRANTEE of such termination and specifying the effective date thereof at least thirty (30) days before the effective date of such termination.
 - A. During the 30 day period, CITY is under no obligation to continue providing grant funds and Grantee is not authorized to perform services or take actions that would require the City to pay additional grant funds to GRANTEE.
 - B. During the 30 day period, GRANTEE shall not spend unused grant funds.
3. In the event of a termination for cause, all finished or unfinished documents, data, studies, and reports prepared by GRANTEE under this Agreement shall, at the option of the CITY, become the property of the CITY and GRANTEE shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents up until the time of notice of termination.
4. TERMINATION BY AGREEMENT OR FOR CONVENIENCE. The CITY and

GRANTEE may terminate this Agreement at any time by mutual written agreement. Alternatively, the CITY may, upon thirty (30) days written notice, terminate this Agreement for any reason deemed appropriate in its sole discretion. If the Agreement is terminated as provided in this paragraph GRANTEE shall return any grant funds that would have been used to provide services after the effective date of termination.

5. **CHANGES.** The CITY may request changes in the scope of the services or terms and conditions hereunder. Such changes, including any increase or decrease in the amount of GRANTEE's award, shall be incorporated in written amendments to this Agreement before they become effective.
6. **NON-DISCRIMINATION.** In carrying out activities under this Agreement, GRANTEE shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, handicap, familial status, sexual orientation or national origin. GRANTEE shall take actions to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, handicap, familial status, sexual orientation or national origin. Such action shall include but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. GRANTEE shall post in conspicuous places, available to employees and applicants for employment, notices provided by the CITY setting for the provisions of this nondiscrimination clause. GRANTEE shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin. GRANTEE shall incorporate the foregoing requirements of this paragraph in all of its Agreements for work funded under this Agreement, except Agreements governed by Section 104 of Executive Order 11246.
7. **ACCESS TO RECORDS.** GRANTEE shall provide the CITY, or its duly authorized representatives, prompt access to any and all books, general organizational and administrative information, documents, papers, and records of GRANTEE that are related to this Agreement or GRANTEE's performance of services, for the purpose of making audit examination, copies, excerpts, and transcriptions. All required records must be maintained by GRANTEE for four years after the CITY makes final payment and all other pending matters are closed.
8. **MAINTENANCE OF RECORDS.** GRANTEE shall maintain records on a current basis to support any billings or invoices submitted by GRANTEE to the CITY. The CITY, or its authorized representative, shall have the authority to inspect, audit, and copy on reasonable notice, and from time to time may examine any records of GRANTEE regarding its billings or its work hereunder. GRANTEE shall retain these records for inspection, audit, and copying for four years from the date of completion or termination of this Agreement.
9. **AUDIT.** The CITY, either directly or through a designated representative, may audit the records of GRANTEE at any time during the four year period established in this Agreement. If an audit discloses that payments to GRANTEE were in excess of the amount to which GRANTEE was entitled, then GRANTEE shall repay the amount of the excess to the CITY.
10. **INDEMNIFICATION.** GRANTEE shall hold harmless, defend, and indemnify the CITY

and the CITY's officers, agents, and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising from GRANTEE's work or any of GRANTEE's contractors work under this Agreement.

11. WORKERS' COMPENSATION INSURANCE.

- A. GRANTEE, its contractors, if any, and all employers working under this Agreement, are subject employers under the Oregon Worker's Compensation law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers. A certificate of insurance, or copy thereof, shall be attached to this Agreement and shall be incorporated herein and made a term and part of this Agreement. GRANTEE further agrees to maintain worker's compensation insurance coverage for the duration of this Agreement.
- B. In the event GRANTEE's worker's compensation insurance coverage is due to expire during the term of this Agreement, GRANTEE agrees to timely renew its insurance, either as a carrier-insured employer or a self-insured employer as provided by Chapter 656 of the Oregon Revised Statutes, before its expiration, and GRANTEE agrees to provide the CITY such further certification of worker's compensation insurance a renewals of said insurance occur.

12. LIABILITY INSURANCE.

- A. GRANTEE shall maintain public liability and property damage insurance that protects GRANTEE and the CITY and its officers, agents, and employees from any and all claims, demands, actions, and suits for damage to property or personal injury, including death, arising from GRANTEE's work under this Agreement. The insurance shall provide coverage for not less than the State Tort Claims Act liability limit applicable to the State of Oregon, or \$1,000,000 per occurrence, whichever is greater. The insurance shall be without prejudice to coverage otherwise existing and shall name as additional insureds the CITY and its officers, agents, and employees. Notwithstanding the naming of additional insureds, the insurance shall protect each insured in the same manner as though a separate policy had been issued to each, but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured. The coverage must apply as to claims between insureds on the policy. The insurance shall provide that it shall not terminate or be canceled without 30 days written notice first being given to the CITY Auditor. If the insurance is canceled or terminated prior to completion of the Agreement, GRANTEE shall provide a new policy with the same terms. GRANTEE agrees to maintain continuous, uninterrupted coverage for the duration of the Agreement. The insurance shall include coverage for any damages or injuries arising out of the use of automobiles or other motor vehicles by GRANTEE.
- B. GRANTEE shall maintain on file with the CITY Auditor a certificate of insurance certifying the coverage required under subsection (1). The adequacy of the insurance shall be subject to the approval of the City Attorney. Failure to maintain liability insurance shall be cause for immediate termination of this

agreement by the CITY. In lieu of filing the certificate of insurance required herein, if GRANTEE is a public body, GRANTEE may furnish a declaration that GRANTEE is self-insured for public liability and property damage for a minimum of the amounts set forth in ORS 30.270.

13. **GRANTEE'S CONTRACTORS AND ASSIGNMENT.** If GRANTEE utilizes contractors to complete its work under this Agreement, in whole or in part, GRANTEE shall require any of its contractors to agree, as to the portion contracted, to fulfill all obligations of the Agreement as specified in this Agreement. However, GRANTEE shall remain obligated for full performance hereunder, and the CITY shall incur no obligation other than its obligations to GRANTEE hereunder. GRANTEE agrees that if GRANTEE's contractors are employed in the performance of this Agreement, GRANTEE and its contractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation. GRANTEE shall not assign this Agreement in whole or in part or any right or obligation hereunder, without prior written approval of the CITY. GRANTEE's contractors shall be responsible for adhering to all local, state and federal laws and regulations.
14. **INDEPENDENT STATUS OF GRANTEE.** GRANTEE is independent of the CITY and GRANTEE and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. GRANTEE and its contractors and employees are not employees of the CITY and are not eligible for any benefits through the CITY, including without limitation, federal social security, health benefits, workers' compensation, unemployment compensation, and retirement benefits.
15. **CONFLICTS OF INTEREST.** No CITY officer or employee, 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 CITY officer or employees who participated in the award of this Agreement shall be employed by GRANTEE during the period of the Agreement.
16. **OREGON LAWS AND FORUM.** This 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 CITY and GRANTEE arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Multnomah County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.
17. **COMPLIANCE WITH LAWS.** In connection with its activities under this Agreement, GRANTEE shall comply with all applicable federal, state, and local laws and regulations. GRANTEE shall be EEO certified by the City of Portland in order to be eligible to receive grant funds.
18. **INDEPENDENT FINANCIAL AUDITS/REVIEWS.** Any Grantee receiving \$300,000 or more in CITY funding, in any program year, is required to obtain an independent audit of the CITY-funded program(s). Any Grantee receiving between \$25,000 and \$300,000 in CITY funds, in any program year, is required to obtain an independent financial review. Two copies of all required financial audits or reviews shall be submitted to the Grant Manager within thirty days of their completion.
19. **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.

20. **INTEGRATION.** This agreement contains the entire agreement between the CITY and GRANTEE 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 Grant that are not contained herein.
21. **PROGRAM AND FISCAL MONITORING.** The CITY shall monitor on an as needed basis to assure Agreement compliance. Such monitoring may include, but are not limited to, on site visits, telephone interviews, and review of required reports and will cover both programmatic and fiscal aspects of the Agreement. The frequency and level of monitoring will be determined by the Program Manager. Notwithstanding such monitoring or lack thereof, GRANTEE remains fully responsible for performing the services required by this Grant in accordance with its terms and conditions.
22. **THIRD PARTY BENEFICIARIES:** There are no third party beneficiaries to this Agreement. The agreement may only be enforced by the parties.
23. **ASSIGNMENT:** This agreement cannot be assigned or transferred by GRANTEE without the prior written permission of CITY. No substitution of researchers may be made unless approved in writing by CITY.

The undersigned are authorized to execute this Agreement on behalf of the Parties.

Dated this _____ day of _____, 2011.

CITY OF PORTLAND

GRANTEE: Portland State University

Name:

Title:

Name:

Title:

APPROVED AS TO FORM:

City Attorney

**Proposed Scope of Work
for
the Evaluation of the Gateway Center for
Domestic Violence Services**

Submitted by:
Masami Nishishiba, Ph.D. & Matthew Jones, Ph.D.

May 20, 2011

Center for Public Service
Mark O. Hatfield School of Government
Portland State University
PO Box 751 PA-ELI
Portland, Oregon 97207-0751
(503) 725-5151



Portland State
UNIVERSITY

May 20, 2011



Mark O. Hatfield School of Government
Center for Public Service

Post Office Box 751
Portland, Oregon 97207-0751

503-725-8261 tel
503-725-5111 fax
eli@pdx.edu

May 20th, 2011

Ms. Martha Strawn Morris
Director
The Gateway Center
For Domestic Violence Services

Dear Martha,

I am submitting a proposed scope of work for the evaluation of The Gateway Center for Domestic Violence Services. This scope of work is developed based on our discussion on May 12, 2011.

If you have any questions please contact Masami Nishishiba at (503) 725 -5151 nishism@pdx.edu or Matthew Jones at jonesma@pdx.edu.

Thank you for your consideration and I look forward to hearing from you.

Sincerely,

Masami Nishishiba
Assistant Professor /
Associate Director
Center for Public Service
Mark O. Hatfield School of Government
Portland State University

May 20, 2011

Project Understanding

The Gateway Center for Domestic Violence Services (GCDVS) provides an easily accessible, safe, welcoming and secure environment to victims of domestic violence and their children, where they receive a variety of services under one roof. It provides services that meet victims' needs, assure their safety, promote their rights, and support their desire to lead lives free of violence.

GCDVS's on-site services include:

- Crisis intervention and safety planning;
- Domestic violence needs assessment and advocacy;
- Restraining order applications via remote video technology;
- Department of Human Services self-sufficiency services;
- Access to specially trained Portland Police officers;
- Prosecution services and support;
- Alcohol/drug and mental health assessment services;
- Civil legal assistance;
- Children and teen support services; and
- Services for victims of human trafficking.

GCDVS was opened in September 2010, and is required to conduct a formal evaluation during year 2 (2011) and 3 (2012) of its operation.

This document outlines a plan and scope of work for evaluating GCDVS.

Project Overview

This evaluation project will take place during July 2011 and June 2012. During the project duration, PSU team will: (1) conduct data collection to evaluate the work of GCDVS during September 2010 to August 2011, (2) set-up a data collection system and develop an evaluation framework for evaluating the work of GCDVS after September 2011, and (3) provide an evaluation report for the work of GCDVS during September 2010 to August 2011, and September 2011 to June 2012.

Figure 1 below illustrates the overall project timeline and key phases in relation to GCDVS operation years. Phase I (July – August 2011) and Phase II (September 2011 – June 2012) corresponds to the proposed project duration, where PSU team will be involved in data collection and developing evaluation framework. Phase III (September 2012 – June 2013) evaluation for the GCDVS operation year 3 is not covered under current project duration.

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During phase I (July – August 2011) of this evaluation project, the PSU team will: (1) compile and analyze data already collected by GCDVS, (2) identify other data sources,

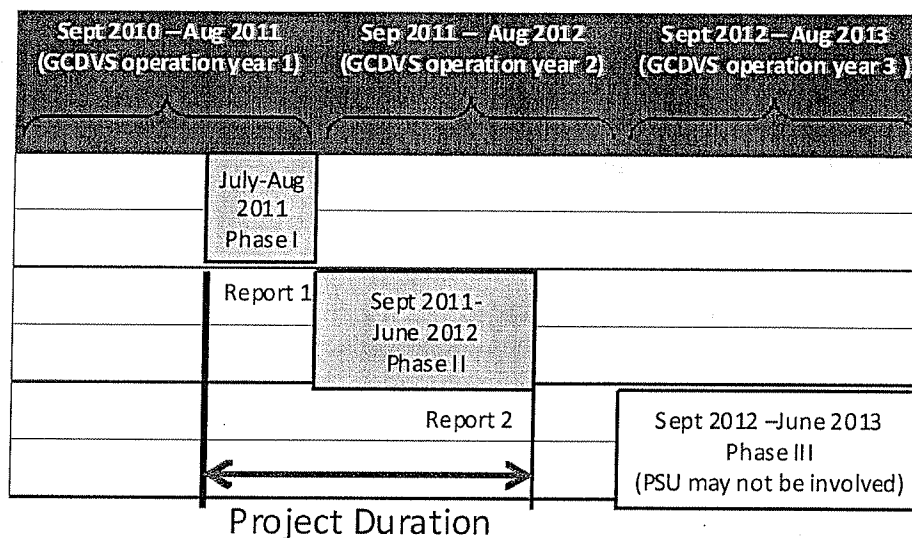


Figure 1: GCDVS operation year and evaluation project timeline

and (3) conduct small scale primary data collection (e.g. focus group). Based on these data, the PSU team will produce an evaluation report (report 1) for GCDVS operation year 1 (Sept 2010 – August 2011).

During phase II (September 2011 – June 2012), based on the review of phase I evaluation, the PSU team will: (1) identify key data necessary for GCDVS evaluation, (2) collect data, and (3) finalize evaluation framework. Based on the data collected during phase I and II, PSU team will produce another evaluation report (Report 2), which summarizes the evaluation result during phase I and phase II, and also provides guidance to GCDVS for phase III evaluation.

Outcome Measures and Data Sources

The evaluation of GCDVS will focus on the three outcome areas identified by the Gateway Center Advisory Group. These three outcome areas are:

1. Outcomes related to participants,
2. Outcomes related to administration, and
3. Outcomes related to on-site partners and the larger community.

Data collected by GCDVS using check-in form, check-out form, and intake/assessment form will be analyzed to evaluate the above three outcomes. In addition, the PSU team

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will investigate other data sources (e.g. data collected independently by other service provider), and also design primary data collection (e.g. focus group).

Personnel and Fees

The PSU team will consist of two faculty members (Masami Nishishiba, Matthew Jones) and one doctoral graduate student (TBD).

Both Masami Nishishiba and Matthew Jones are Assistant Professors at the Center for Public Service, Mark O. Hatfield School of Government, Portland State University.

Masami Nishishiba specializes in research methods and program evaluation, with a focus on local government. Matthew Jones also specializes in research methods and program evaluation, with a focus on public safety. Masami Nishishiba will serve as project manager and the primary contact for PSU team.

Service Fees

Service fees will be charged to GCDVS based on the following hourly rates:

Masami Nishishiba \$175

Matthew Jones \$175

Doctoral Graduate Student \$40

(These rates include indirect costs for the University.)

Estimated amount of hours required to provide the above services are: approximately 45 hours for Masami Nishishiba (\$7,875), 45 hours for Matthew Jones (\$7,875), and 100 hours for the doctoral graduate student (\$4,000). We also estimate approximately \$250 in reimbursable expenses for miscellaneous expenses such as copies, long-distance phone calls, materials and parking.

Total cost for the overall service shall not exceed \$20,000.

PSU will submit invoices for services rendered on a quarterly basis (September, December, March, June).