

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 services 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 FY '14.

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 City of Portland provided three years of funding to the Multnomah County District Attorney (\$77,500 annually from 2010 to 2013). The County will now assume this cost. The City of Portland also provided three years of funding to the Multnomah County Department of County Human Services (\$33,500 annually from 2011 to 2013.) For the current fiscal year (FY'14) the County will assume this cost.
- f. For the current fiscal year (FY '14) the County has committed an additional \$30,800 to support current services levels at the Gateway Center.

- g. The City intends to use the additional County support to maintain current service levels. The City intends to use the County funds to pay for one part-time navigator/ advocate position (\$27,000) and the annual cost to maintain the Gateway Center parking lot (\$3,800)

The Parties Agree As Follows:

1. **TERM.** This Agreement shall extend from July 1, 2013 to June 30, 2014. This Agreement to provide support for the Gateway Center may be renewed or extended upon written agreement of both parties provided in this Agreement.
2. **RESPONSIBILITIES OF THE CITY.**
 - a. Provide procurement of and on-site coordination of the navigator position.
 - b. Arrange a vendor to provide parking lot maintenance services and pay the vendor to perform the maintenance.
3. **RESPONSIBILITIES OF THE COUNTY.**
 - a. Pay the City \$30,800 to fund a part-time navigator position at the Gateway Center, as well as the cost to maintain the parking lot at the Gateway Center through June 30, 2014.
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.
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: Marissa Madrigal, Chair

Reviewed:
COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

Assistant Multnomah County Attorney

By:

Title:

Approved as to Form:
APPROVED AS TO FORM

City Attorney
CITY ATTORNEY