

INTERGOVERNMENTAL AGREEMENT  
GATEWAY DOMESTIC VIOLENCE CENTER

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 continue 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. This IGA lays out the principles and processes by which the City-County collaboration functions.

The Center provides a space for co-location of agencies to improve service delivery to victims of domestic violence and their children. The goal of the Center is to provide victim-centered services that promote victim autonomy.

**RECITALS**

- a. In 2009 the City entered into an agreement with Multnomah County, Oregon to jointly support the Gateway Center for Domestic Violence Services (Agreement City #300000956/County # 471-0400.) That agreement also established an advisory council to provide oversight of the Center's operations. This agreement replaces City #300000956/County # 471-0400 agreements in entirety.
- b. In 2009, the City approved an operational budget as well as some one-time funding for the Center.
- c. In 2009, the County approved the free use of a property at 10305 East Burnside St., and entered into a lease agreement with the City to formalize that approval (Agreement City #300000944/County Lease R68 and Amendment 1.)
- d. 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 benefits and supervisory structure.
- e. The Gateway Center is closely integrated with the public safety system. Almost 1 in 4 referrals to the Gateway Center come from police officers. Further, as an access point for restraining orders, the Gateway Center offers public safety services otherwise only available in downtown Portland. Almost 1 in 2 Multnomah County restraining orders are filed at the Gateway Center.
- f. The Gateway Center co-locates service providers from both public and private agencies which provide a wide variety of services that can support survivors in achieving long-term safety and stability. 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.
- g. Since it opened, the Center has been a trusted and oft used resource for victims of domestic violence and their children. More than 2200 adult victims of more than 1000 children who have been exposed to domestic violence visit the Center each year.
  - h. In 2010, the City and County entered an Intergovernmental Agreement (City#3001467/County # 1011147) to establish a framework for the City and County to jointly support several technology requirements for the operation of the Gateway Center for Domestic Violence Services. The Lease provides that the Landlord (County) will cause several utilities and services to be furnished to the building including phone service and internet service. Since several vital services provided at the Gateway Center rely on technology, how the Center's technology is procured and supported is very important. Multnomah County is best equipped to provide support since the building's technological infrastructure is owned by Multnomah County and installed to Multnomah County's specifications. IT support and provision of some computer and phone equipment for City staff and several grantees has been provided by Multnomah County under the terms of a separate agreement (Agreement City #30001467/County #1011147). This agreement replaces agreement #30001467/1011147 agreements in entirety.
  - i. The County will procure and support County-owned computer hardware that operates on the County network within the Center. The City will reimburse the County for cost of any computer and related equipment purchased by the County for use at the Center. The County shall at all times own all rights, title, and interest in such computers and related equipment.
  - j. The City purchased video conferencing equipment and the County installed and maintains the equipment. The City assigns to County all rights, title, and interest in the video conferencing equipment installed at the Center.
  - k. City employees and navigators have access to the County network in order to facilitate communication, access to needed social service information and data collection and sharing.
  - l. All agencies using County computers within the Center shall execute a license agreement with the County, which agreement shall govern the rights, obligations and use restrictions applicable to use of County's computers, related equipment, software and the County network. The City agrees to assist the County, as necessary in obtaining license agreements with each agency now or hereafter authorized to use the Center.
  - m. The County will provide Internet connectivity to those agencies that are authorized to use the Center, provided the County will not support connection by such agencies to their agency specific data services. Access to agency-specific

service information or data systems will be the sole responsibility of each individual agency.

- n. The County will fund one full-time Victim Advocate from the Multnomah County District Attorney's office and one full-time Mental Health Counselor.
- o. The County will fund one part-time Culturally-Specific Navigator position and will assume the annual cost to maintain the Gateway Center parking lot.

**The Parties Agree As Follows:**

**1. TERM**

This agreement shall extend from July 1, 2014 to June 20, 2018. This agreement may be renewed or extended upon written agreement of both parties provided in this agreement.

**2. RESPONSIBILITIES OF THE CITY WILL BE TO:**

- a. Provide an elected official to be chosen by the Mayor to be the City government liaison to the Center.
- b. The role of the City government liaison is to provide overall leadership to the Center at the City government and community level, to appoint 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 the Center operations, City funding and County provision 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. In addition to the Director, the City will provide a full-time Program Coordinator, receptionist, four FTE contracted Navigators, a part-time Civil legal attorney, and other (non-facilities related) costs related to providing access and services to victims on-site.
- e. Maintain Interagency Agreements/MOUs with Center Sub lessees regarding use of facility and policies and procedures, which will conform to the terms of the Master Lease.
- f. Reimburse the County for the actual cost of any computers and related equipment purchased by the County for use in the Center, provided the City shall be responsible for an amount not to exceed \$18,000 for such computers and equipment during the term of this agreement. The County

shall at all times own all rights, title, and interest in such computers and related equipment.

- g. Work cooperatively with County IT staff to identify and clarify Center technology needs such that the County effort and expense to support those needs is mitigated.
- h. Provide video conferencing hardware for use during restraining order application hearings.
- i. Provide procurement of and on-site coordination of the navigator position.

**3. RESPONSIBILITIES OF THE COUNTY WILL BE TO:**

- a. Provide an elected official chosen by the County Chair 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 on 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 at 10305 East Burnside St., by terms contained in the lease (Agreement City #300000944/County #Lease R86 and Amendment 1).
- d. Provide on-going technical assistance and consultation through the DV Coordinator's Office, including participating on the Advisory Committee.
- e. Invoice the direct cost of the computers and related equipment to the City.
- f. Provide technical connectivity support for on-site users.
- g. Provide one full-time Multnomah County Sheriff's Office Facility Security Officer (FSO) for security at the Center. The FSO will have the authority to exclude from the Center any persons whose behavior disrupts the work of the Center staff or the safety of staff or members of the public using the Center.
- h. Provide one full-time Victim Advocate from the Multnomah County District Attorney's Office co-located at the Center with primary responsibilities related to the needs of Gateway Center participants.
- i. Provide one full-time Mental Health Counselor.
- j. Provide maintenance of the Gateway Center Parking Lot.
- k. Pay the City \$27,000 to fund a part-time Culturally-Specific Navigator at the Gateway Center for each fiscal year within the term of the agreement.
- l. Purchase computers and related equipment as needed by the Center, provided such purchases shall not exceed \$18,000 during the term of this

agreement. Any computers, related equipment, or software in excess of the \$18,000 cap will be at the sole discretion of the County, and payment for such computers, related equipment, or software will be the responsibility of the County and not reimbursable by the City. The parties agree that the County will attempt to maximize its procurement power and obtain the best pricing for such equipment.

- m. Recycle or dispose of old computers referenced in 3(l) when replaced by new computers. The parties agree to consult each other and the Center's agencies to determine when such recycling or disposal aligns with the budgets and timetables of the Center's agencies. Prior to replacement, disposal or deployment of any equipment used at the Center, the Center's agencies shall remove all data from the equipment in accordance with the license agreement executed by and between the County and each of the Center's agencies.
- n. Provide ongoing technical assistance and support to County machines used in the Center.
- o. Provide installation, support and oversight to the video conferencing equipment maintained at the Center.

**4. JOINT RESPONSIBILITIES OF THE CITY AND THE COUNTY WILL BE TO:**

- a. Co-Chair an Advisory Council to provide high-level advice related to policy and operations of the Center to the Center Direct and to the City Council and Board of County Commissioners.
- b. 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 Circuit Court (1), the Multnomah County Family Violence Coordinating Council (1), Civil legal service provider (1), domestic violence survivor (1), and the governmental liaisons.
- c. Appointments will be of specific individuals representing named entities or bringing particular expertise to the project. Organizations may consult with the Co-Chairs regarding changing representatives when it makes sense from an organizational or hierarchical perspective. Terms shall be for two years and will always end the last calendar day of the second full

year of service. Individuals can serve on the Advisory Council for multiple terms.

- d. Advisory Council members shall be appointed by the designated government liaisons who will seek to come to agreement on which the members should be. 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 name below.

<b>Entity or Expertise</b>	<b>Appointment Authority In the Event of Disagreement</b>
Community based DV Agency 1	City
Community based DV Agency 2	County
Community based DV Agency 3	County
Department of Human Services	City
District Attorney's Office	City
Domestic Violence Coordinator's Office	County
Domestic Violence Survivor	City
Legal Aid Services of Oregon	County
Multnomah County Circuit Court	County
Portland Police Bureau	City
Family Violence Coordinating Council	City

e. The role of the Advisory Council is:

- i. To operate the principles consistent with the goals of the Center to provide victim-centered services that promote victim autonomy.
- ii. To approve all occupants of the Center at the agency level, and approve expulsion of the Center occupants at the agency level. The City will ensure that all persons or entities that occupy space in the premises are sub lessees and shall execute a sublease that expressly provides that the sublease is subject to the master lease between the County and City. All sub lessees shall qualify as government or non-profit to maintain the tax exempt status of the facility.
- iii. Review and periodically make recommendations to the City Council and Board of County Commissioners regarding the Center's operations, the County's grant of the facilities to the Center, and advocate for adequate funding for the Center as needed.
- iv. 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.
- v. 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.

5. **TERMINATION** - Either party upon 30 days written notice may terminate this agreement.

6. **AMENDMENTS** - This agreement can be amended by mutual written agreement of both parties.

7. **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.

8. **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.

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

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

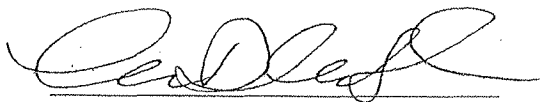
11. **ACCESS TO RECORDS** - Each party shall have access to the books, documents, and other records of the other which are related to this agreement for the purpose of examination, copying and audit, unless otherwise limited by law.

12. **SUBCONTRACTS AND ASSIGNMENT** - Neither party will subcontract or assign any part of this agreement without the written consent of the other party.

13. **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

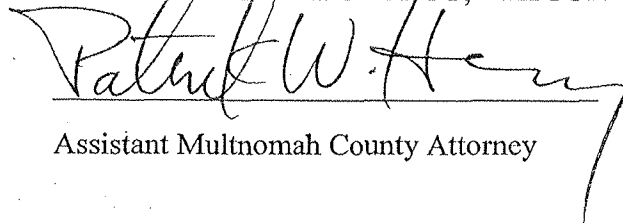


By: Marissa Madrigal, Acting Chair

By: Dan Saltzman, Commissioner

Reviewed:

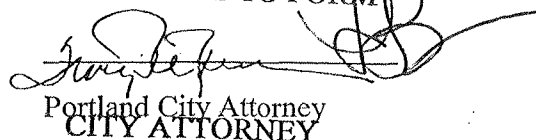
COUNTY ATTORNEY, Jenny M. Madkour  
FOR MULTNOMAH COUNTY, OREGON



Assistant Multnomah County Attorney

Approved as to Form:

APPROVED AS TO FORM



Portland City Attorney  
CITY ATTORNEY