

Exhibit A**INTERGOVERNMENTAL AGREEMENT NO.**

This INTERGOVERNMENTAL AGREEMENT ("Agreement"), effective November 1, 2015 ("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.

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 Reflective Supervision Training for up to 60 program supervisors. Up to three one-day (7 hours each) trainings shall be offered between November 24 and December 31, 2015.

Training content shall include the following concepts and practices, focused on assuring that reflective supervision is trauma-informed and culturally responsive:

- Introduction to Reflective Supervision
- Lessons from the Mental Health Field
- Use of Motivational Interviewing Skills in Reflective Supervision
- Cross-cultural Skills
- Power and Privilege

Additionally, Multnomah County shall provide up to 60 hours of consultation from December 2015 through June 2017, to PCL staff and grantee programs to support implementation of trauma-informed, culturally responsive reflective supervision practices as covered in the training events.

- B. PCL shall communicate with grantees regarding the training and register participants. By November 15, 2015, PCL staff will confirm with Multnomah County the number of trainings needed, number of participants, and the training dates.

PCL shall provide the site for the training, copies of training materials for participants, refreshments, and audio-visual equipment (e.g. laptop and projector).

II. SPECIFIC CONDITIONS OF THE AGREEMENT

- A. **TERM:** The term of the Agreement shall begin November 1, 2015 and continue through June 30, 2017 (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 Noelle Wiggins.

- 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's Intergovernmental Agreement Manager is authorized to execute amendments to this Agreement on behalf of Multnomah County (other than amendments that increase the maximum payment amount), provided such amendments are in writing, signed by both Parties, and approved as to form by Multnomah County's legal counsel.
- 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 \$2,500 for each one-day training and \$75 for each hour of consultation, up to TWELVE THOUSAND DOLLARS (\$12,000) for the training and consultation services described above. Multnomah County shall invoice within 60 days of each training event and once per month for consultation. 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: Noelle Wiggins
10317 E Burnside Street
Portland, OR 97216
503-988-9460
Noelle.wiggins@multco.us

Dated this _____ day of _____, 2015

CITY OF PORTLAND
Portland Children's Levy

MULTNOMAH COUNTY
CAPACITATION CENTER

Dan Saltzman
City Commissioner

Joanne Fuller / WS
Name
Title

APPROVED AS TO FORM:
APPROVED AS TO FORM

[Signature] 10/14/15
City Attorney
CITY ATTORNEY

APPROVED AS TO FORM:

BN/KCS 10/14/15
General Counsel