

## INTERGOVERNMENTAL AGREEMENT

Contract Number [Enter Contract Number]

This is an Agreement between the City of Portland ("CITY") and Multnomah County (County).

### PURPOSE:

The purpose of this agreement is to fund Multnomah County District Attorney (MCDA) victim advocate at the Gateway Center for Domestic Violence Services.

The Gateway Center for Domestic Violence Services ("GCDV") is a collaboration between the City of Portland and Multnomah County, that provides i) domestic violence victim-centered services that promote victim autonomy and ii) an opportunity for collaboration and communication among governmental entities and nonprofit agencies that provide domestic violence services and assistance. A copy of the City-County Intergovernmental Agreement is attached and incorporated hereto as Exhibit A.

The parties agree as follows:

1. **TERM** The term of this agreement shall be from the date a victim advocate is hired by the District Attorney's Office to three years post hire date or June 30, 2014, whichever is first. The parties will confirm the actual commencement and termination dates in writing. This agreement may be renewed upon written agreement of both parties.
2. **RESPONSIBILITIES OF CITY.** The CITY agrees to a) pay COUNTY for one victim advocate position at a rate of \$77,500 annually (\$232,500 for the three year period), b) provide a private office, phone and internet access at the GDVC for the victim advocate, c) provide oversight and orientation to the various partners collocated at the GCDV to promote team-building and partnership, and d) develop, maintain and update protocols, procedures and manuals related to the GCDV in various areas including safety, security and confidentiality that consider and incorporate the specific interests of the MCDA Victim Assistance Program whenever appropriate. CITY will pay the annual rate at the beginning of each fiscal year (July 1<sup>st</sup>), with the initial annual payment pro-rated between the commencement date and June 30, 2010.
3. **RESPONSIBILITIES OF COUNTY.** The County agrees to a) through the MCDA, hire one victim advocate position to be supervised by the MCDA Victims Assistance Program and the management structure within the MCDA, b) pay employment compensation and benefits including, without limitation, federal social security, health benefits, workers' compensation, unemployment compensation and retirement benefits to the advocate hired, c) locate the victim advocate, primarily, at the GCDV, and d) solicit comment and input from CITY as to the performance and efficacy of the victim advocate placed at GCDV and to provide training, discipline or replacement as appropriate. The parties understand that the advocate is the employee or agent of the County through MCDA and shall be subject to training, supervision, discipline and other similar employer actions by the County and/or MCDA.
4. **TERMINATION** This agreement may be terminated by either party upon 90 day's written notice.
5. **INDEMNIFICATION** Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, County shall indemnify, defend and hold harmless CITY from and against all liability, loss and costs arising out of or resulting from the

acts of 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 CITY shall indemnify, defend and hold harmless County from and against all liability, loss and costs arising out of or resulting from the acts of CITY, its officers, employees and agents in the performance of this agreement.

6. **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.

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

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

9. **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.

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

11. **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.

12. **ADDITIONAL TERMS AND CONDITIONS:**

a. **MSDA Victims Assistance Program will work with the GCDV Director and Advisory Council to determine appropriate roles and duties for the victim advocate position.**

b. **MCDA Victims Assistance Program will cooperate with the GCDV in the development and administration of referral procedures and protocols to ensure service participants have appropriate access to the MCDA Victim Assistance Program, the MCDA victim advocate and other providers collocated at the GCDV.**

c. **MCDA Victims Assistance Program, through the victim advocate or another authorized representative of the MCDA, will participate in service provider orientation, training, team-building and other activities as may be requested by the GCDV.**

d. **MCDA Victims Assistance Program will provide information and data in support of the GCDV's reporting, auditing and evaluation responsibility to the GCDV Advisory Council and undertake all reasonably requested actions so that the parties can meet the service delivery goals and collaborative partnership purposes identified in the City-County Intergovernmental Agreement.**

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**MULTNOMAH COUNTY, OREGON:**

**CONTRACTOR:**

Signature: \_\_\_\_\_

County Chair or Designee

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Please Print

Approved: \_\_\_\_\_  
Department Director or Designee

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY

Approved as to form:

By: \_\_\_\_\_  
Assistant County Attorney                      Date

By: \_\_\_\_\_  
Date