

Multnomah County/City of Portland Police Bureau
INTERGOVERNMENTAL AGREEMENT
Prostitution Coordination Team
Effective June 1, 2011

184 763

This Agreement is made and entered into pursuant to the authority found in ORS 190.010 et seq. and ORS 206.345 by and between Multnomah County and the City of Portland.

RECITALS:

- A. The City of Portland and Multnomah County are committed to addressing the problem of prostitution in East Portland.
- B. The City wishes to extend the compensation for the New Options for Women (NOW) program with Multnomah County through Lifeworks beyond the ARRA JAG funding.
- C. The City of Portland Police Bureau through its budget will provide \$120,000 to Multnomah County for the continuation of the contract with Lifeworks to provide alternatives to prostitution.

1. GENERAL SCOPE:

- a. The City of Portland, Oregon, Police Bureau (PPB) has a one-time, General Fund appropriation to facilitate the work of the Prostitution Coordination Team beginning June 1, 2011 and continuing no later than November 30, 2011 or until \$120,000 in funding expires.
- b. Multnomah County will use the funding to continue the contract with Lifeworks.
- c. Multnomah County agrees to maintain all financial records relating to participation in this agreement. Multnomah County agrees to provide the City of Portland with access to all the books, documents, papers, and records that relate directly to this agreement for the purpose of audit requirements. Multnomah County agrees to retain all records related to this agreement for a period of not less than three years following the termination of this agreement.

2. COMPENSATION:

- a. The City of Portland will reimburse Multnomah County in an amount not to exceed \$120,000, with proper expense reimbursement documentation. The reimbursement will be on actual billings submitted to the City of Portland.
- b. The City of Portland shall send payment within 30 days after the receipt of each billing.

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3. TERM:

This agreement shall extend from June 1, 2011 through and including November 30, 2011, unless earlier terminated in accordance with Section 6 of this agreement or modified as provided in Section 9.

4. INDEMNIFICATION CONTRIBUTION:

4.1 If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (The "Notified Party") with respect to which the other party ("Other Party") may have liability, the notified party must promptly notify the other party in writing of the third party claim and deliver to the other party a copy of the claim, process, and all legal pleadings with respect to the third party claim. Either party is entitled to participate in the defense of a third party claim with counsel of its own choosing. Receipt by the other party of the notice and copies required in this paragraph and meaningful opportunity for the other party to participate in the investigation, defense and settlement of the third party claim with counsel of its own choosing are conditions precedent to the other party's liability with respect to the third party claim.

4.2 With respect to a third party claim for which the State is jointly liable with the City (or would be if joined in the third party claim), The State shall contribute to the amount of expenses (including attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid for or payable by the City in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the City on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the State on the one hand and the City on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon Law if the State had sole liability in the proceeding.

4.3 With respect to a third party claim for which the City is jointly liable with the State (or would be if joined in the third party claim), the City shall contribute to the amount of expenses (including attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the States in such proportion as is appropriate to reflect the relative fault of the City on the one hand and of the State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the City on the one hand and of the State on the other hand shall be determined by reference to,

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among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts, the City's contribution amount in any instance is capped to the same extent it would have been capped under Oregon Law if it had sole liability in the proceeding.

5. 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.

6. OREGON LAW AND FORUM

This agreement shall be construed according to the laws of the State of Oregon. Any action regarding this agreement or work performed under this agreement shall be filed in Multnomah County or in the United States District Court for the district of Oregon.

7. NON-DISCRIMINATION

Parties will comply with all federal, state, and local statutes regarding civil rights and non-discrimination practices.

8. 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. The books, documents and other records related to this agreement shall be maintained as long as stipulated in the Grant or by federal law, whichever is the longer.

9. SUBCONTRACTS AND ASSIGNMENT

Neither party shall subcontract or assign any part of this agreement without the written consent of the other party.

10. MODIFICATION

This agreement may be modified by mutual consent of the parties. Any modification to provisions of this agreement shall be reduced to writing and signed by all parties.

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11. ALTERNATIVE DISPUTE RESOLUTION.

The parties should attempt in good faith to resolve any dispute arising out of this agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

12. SEVERABILITY

- 12.1. The Parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term held to be invalid.

13. COUNTERPARTS

- 13.1. This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Agreement so executed shall constitute an original.

14. NOTICES:

All notices pursuant to the term of this agreement shall be addressed as follows:

Notice to Portland:

Michael Reese,
Chief of Police
Portland Police Bureau

Notice to Multnomah County:

Michael D Schrunk,
District Attorney
Multnomah County

15. WORKERS COMPENSATION INSURANCE:

Multnomah County and the City of Portland are subject employers and responsible for providing worker compensation insurance coverage to their respective employees.

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16. **EFFECTIVE DATE:**

Notwithstanding the date of formal approval of the governing bodies, the effective date of this agreement is June 1, 2011.

IN WITNESS THEREOF, the parties have caused this agreement to be executed by their duly authorized officers on the last date written below.

Multnomah County

By: Jeff Cogen
Jeff Cogen, County Chair

Date: 6/30/11

Reviewed

By: NA
Multnomah County Legal Council

Date: _____

City of Portland

By: _____
Sam Adams, Mayor

Date: _____

Approved as to Form:

By: Linda Meng
Linda Meng, City Attorney

Date: 7/20/2011