

**Multnomah County/City of Portland
INTERGOVERNMENTAL AGREEMENT
Prostitution Coordination Team
Effective July 1, 2010**

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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 of Portland utilizes the services of the Multnomah County District Attorney's Office and desires to partner in this effort
- C. The City wishes to enter into an Intergovernmental Agreement with the County to fund 1.0 FTE Deputy District Attorney for an amount not to exceed \$125,000 for the period from July 1, 2010 through June 30, 2011.

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 from July 1, 2010 through June 30, 2011. One element of this funding is to be provided to Multnomah County, Oregon, for the District Attorney's Office program staff to process prostitution cases.
- B. Multnomah County will use the funding for 1.0 FTE Deputy District Attorney.
- 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.
- D. Along with all requests for reimbursement, Multnomah County must provide the City of Portland with specific expense documentation as required for Bureau of Justice grants.

2. COMPENSATION

- A. The City of Portland will reimburse Multnomah County in an amount not to exceed \$125,000, with proper expense reimbursement documentation. The reimbursement will be on actual billings submitted to the City of Portland.

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B. The City of Portland shall send payment within twenty (20) days after receipt of each billing.

3. **INDEMNIFICATION**

Subject to the conditions or limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, Multnomah County shall indemnify, defend, and hold harmless the City of Portland from and against liability, loss, and costs arising out of or resulting from or arising out of the acts of Multnomah County, and its officers, employees and agents in performance of this agreement. Subject to the conditions or limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, the City of Portland shall indemnify, defend and hold harmless Multnomah County from and against liability, loss, and costs arising out of or resulting from and arising out of the acts of the City of Portland and its officers, employees, and agents in performance of this agreement.

4. **TERM**

This agreement shall extend from July 1, 2010, through and including June 30, 2011, unless earlier terminated in accordance with Section 6 of this agreement or modified as provided in Section 9.

5. **COMPLIANCE WITH LAWS**

In connection with its activities under this agreement, the City of Portland and Multnomah County shall comply with all applicable federal, state, and local laws and regulations. In addition, Multnomah County and the City of Portland specifically agree to comply with all requirements of federal and state civil rights rehabilitation statutes.

6. **TERMINATION**

A. This agreement shall be terminated upon sixty (60) days by mutual written consent of the parties or upon ninety (90) days by written notice by one party.

B. Termination under any provision of this paragraph shall not affect any rights, obligation, or liability of Multnomah County which accrued prior such termination.

7. **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.

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8. **ASSIGNMENT**
Multnomah County shall not assign this agreement, in whole or in part, to any right or obligation hereunder, without prior written approval of the City of Portland.
9. **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.
10. **INTEGRATION**
This agreement contains the entire agreement between the parties and supercedes all prior written or oral agreements.
11. **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
12. **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.
13. **EFFECTIVE DATE**
Notwithstanding the date of formal approval of the governing bodies, the effective date of this agreement is July 1, 2010.

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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: Michael D. Schrunk 9/20/10
Michael D. Schrunk, District Attorney

By: JEFF COGEN 10/27/2010
Jeff Cogen, County Chair

Date: _____

Reviewed

By: _____
Assistant County Attorney

Date: _____

City of Portland

By: _____
Sam Adams, Mayor

Date: _____

Approved as to Form:

By: _____
Linda Meng, City Attorney

Date: _____