

INTERGOVERNMENTAL AGREEMENT

Contract Number 470000####

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

PURPOSE:

The purpose of the Sex Buyers Accountability and Diversion (SBAD) Program is to reduce the demand for commercial sex and human trafficking by educating persons arrested for solicitation of prostitution about the legal, social and health ramifications of the commercial sex trade. SBAD represents a paradigm shift from solely criminal prosecution to prevention, early intervention, and rehabilitation of solicitors of prostitution. The program aims to greatly reduce criminal justice and public health costs while increasing participants' risk awareness and quality of life. Pursuant thereto, City will assist County in the design and development of a comprehensive educational and informational program as described below.

The parties agree as follows:

1. **TERM** The term of this agreement shall be from January 1, 2011 to December 31, 2012. This agreement was made under the authority of PCRB Rule 46-0130(1)(f) and may be renewed indefinitely.

2. **RESPONSIBILITIES OF THE CITY**

- A. Curriculum Design Committee

- 1.) City will participate in the activities of the SBAD Curriculum Design Committee, which is comprised of Lifeworks Northwest, Multnomah County District Attorney's Office (MCDA), Portland Police Bureau (PPB) and DCJ. Other participants in the committee may include, but not limited to, a community member, survivor/victim, reformed offender, Sexual Assault Resource Center (SARC), County Commissioner McKeel and staff, a judge, and the Multnomah County Sheriff's Office.
 - 2.) The Curriculum Design Committee will create organizational by-laws to guide decision making, determine the committee's meeting schedule, and design the program curriculum.

- B. Program Curriculum

The curriculum developed for this diversion program is patterned after the First Offender Prostitution Program developed by the City of San Francisco. It is anticipated that the SBAD program curriculum will consist of educational and informational presentations by PPB, a health care professional, SARC, a survivor, and Lifeworks Northwest.

3. **RESPONSIBILITIES OF COUNTY** The County agrees to contract with Lifeworks Northwest, Inc. to provide assistance in the design, development, and implementation of the SBAD Program and will receive from Lifeworks copies of all client pre- and post-tests and alphabetical listings of all clients who have successfully completed the program, including the client's name, client's case number, and date of program completion. County will also receive all Financial Accounting Reports from Lifeworks on a quarterly basis describing all monies collected and shall further describe the costs incurred for providing this program and monies disbursed to the MCDA and PPB.

4. **TERMINATION** This agreement may be terminated by either party upon 30 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. **COMPENSATION** – County's contract number 4700000383 with Lifeworks Northwest, Inc. provides for the collection of fees and distribution of revenue as follows:
 - 1.) Lifeworks shall charge program participants a flat fee of \$1,000.00 to attend this one-day training session.
 - 2.) Lifeworks, Inc. shall administer the collection, accounting, and disbursement of the revenue collected at each session. Lifeworks will retain 10% of the fees collected, or \$1,400, whichever is greater, as reimbursement for administrative and direct costs associated with the program, including subcontracting with a prostitution survivor/presenter and payment for interpretation services, as needed. The remainder of the money collected shall be distributed as follows: 33% to the MCDA, 34% to the PPB, and 33% to be retained by Lifeworks. Lifeworks shall use it's 33% of the funds collected to provide services to victims, including the New Options for Women (NOW) Program.

- 3). Lifeworks will distribute the revenue collected to the MCDA and PPB within 30 days of each training session. Checks will be mailed to:
 - a). For the MCDA Office:
 - Multnomah County
 - District Attorney's Office
 - Attention: Finance
 - 1021 SW 4th Avenue, Suite 600
 - Portland, OR 97204
 - b). For the PPB:
 - Portland Police Bureau
 - Fiscal Services Division (Attn: Tess Tuquero)
 - 1111 SW 2nd Avenue, Suite 1406
 - Portland, OR 97204
- 4). Fees support all of the costs of conducting SBAD classes and subsidize Portland Police Bureau human-trafficking operations, victims' recovery programs and District Attorney's screening, and processing of those arrested. No Multnomah County funding is in any way involved in this contract.

MULTNOMAH COUNTY, OREGON:

CITY OF PORTLAND:

County Chair or Designee: _____
 Date: _____

Dept Director or Designee: _____
 Date: _____

Signature: _____
 Print Name: _____
 Title: _____
 Date: _____

HENRY H. LAZENBY, JR,
COUNTY ATTORNEY FOR MULTNOMAH COUNTY

Approved as to form
by: _____

Reviewed By **Jacque Weber**
Assistant County Attorney _____

Date: _____

(Electronic Approval)Date: **02/28/2011**
