

**ADDENDUM
TO
CITY OF PORTLAND
INTERGOVERNMENTAL AGREEMENT NO. 30000498
PURSUANT TO ORDINANCE NO. 182785**

RECITALS:

1. The City of Portland ("City") and the Multnomah County Department of Community Justice ("County") have previously entered into cooperative agreements to fund services that provide alternatives to prostitution.
2. Funding for the Intergovernmental Agreement is provided, in whole or in part, by the federal government as made available through appropriations under the American Recovery Act and Reinvestment Act of 2009, Pub. L. 111-5 (ARRA or the Recovery Act). The Recovery Act, and guidelines being developed by federal agencies, imposes various requirements and conditions upon recipients and sub-recipients of Recovery Act funds. Federal agencies continue to develop implementing instructions of the Recovery Act, particularly concerning the specifics of the ARRA reporting requirements. In performing the agreement, County must comply with all applicable requirements of Recovery Act. The parties now wish to clarify the range of applicable requirements.
3. This Addendum supplements the Intergovernmental Agreement entered into by the parties, and the parties intend that the provisions of this Addendum be construed as if fully incorporated in the Intergovernmental Agreement.
4. City and County wish to amend the Intergovernmental Agreement solely to add the responsibilities between City and County pertaining to a limited range of programs.
5. City and County wish to amend the Intergovernmental Agreement for the management of the contract with Lifeworks, Inc. to provide the professional treatment and support services; and to collaborate with the Portland Police Bureau.
6. City and County are committed to making comprehensive services that provide an alternative to prostitution available to sex workers in Portland.

AGREEMENT:

Section 1.

County agrees to manage a contract with Lifeworks, Inc. to provide trauma counseling, information and referral, employment, treatment, and other support services to sex workers referred from the police, court system or probation or parole officers.

Section 2. ARRA COMPLIANCE

- 2.1 As a condition of receiving ARRA funds under the Intergovernmental Agreement, supplemental terms and conditions will apply to the work performed and funded under the Intergovernmental Agreement. Grantee must comply with the requirements of the ARRA applicable to the work and services provided under the Intergovernmental Agreement. In the event of any variance between the terms and conditions of the Intergovernmental Agreement and the requirements of compliance with ARRA and applicable federal administrative regulations promulgated under the Recovery Act, the terms and conditions of the federal requirements and ARRA provisions shall control.

Section 3. ARRA INDEMNIFICATION

As a sub-recipient of federal ARRA funds, Grantee shall assume sole liability for Grantee's breach of any federal statutes, rules, program requirements and grant provisions applicable to the federal ARRA funds. Upon Grantee breach of any such conditions that requires City to return funds to the federal government, Grantee shall hold harmless and indemnify City for amounts equal to the ARRA funds received from City under the Intergovernmental Agreement.

Section 4. ARRA ACCOUNTS, RECORDS AND INSPECTIONS

4.1 Accounting

ARRA funds used to support work performed under the Intergovernmental Agreement, in whole or in part may be used in conjunction with other funding sources as necessary to complete projects. However, tracking and reporting on ARRA funds must be separate to meet the reporting requirements of the Recovery Act and OMB Guidance. No part of ARRA funds, as identified by City, shall be commingled in deposits or accounts with other funds or used for a purpose other than that of making payments for costs allowable for Recovery Act projects. Grantee must segregate the obligations and expenditures related to funding under the Recovery Act. Grantee shall implement and revise its financial and accounting systems as necessary to segregate, track and maintain the ARRA funds apart and separate from other revenue streams. Grantee's separate, distinct set of accounts, records, documents, and other evidence must show and support: all allowable costs incurred; collections accruing to Grantee in connection with the work under the

Intergovernmental Agreement, other applicable credits, negotiated fixed amounts, and fee accruals under the Intergovernmental Agreement; and the receipt, use, and disposition of all Government property coming into the possession of Grantee under the Intergovernmental Agreement. Grantee is responsible to maintain and may be required to submit backup documentation for all expenditures of funds under the Recovery Act including such items as timecards and invoices. Grantee shall provide copies of backup documentation at the request of City.

4.2 INSPECTION AND AUDIT OF ACCOUNTS AND RECORDS

As work performed under the Intergovernmental Agreement will be funded, in whole or in part, with ARRA funds, books of account and records relating to the Intergovernmental Agreement shall be subject to inspection and audit by City, the Federal Government, or their designees at all reasonable times, before and during the period of retention provided for below, in subsection 3.4 below, and Grantee shall afford City or the Federal Government proper facilities for such inspection and audit.

4.3 DISPOSITION OF RECORDS

Except as agreed upon by City, the Federal Government and Grantee, all financial and cost reports, books of account and supporting documents, files, data bases, and other data evidencing costs allowable, collections accruing to Grantee in connection with the work under the Intergovernmental Agreement, other applicable credits, and fee accruals under the Intergovernmental Agreement, shall be available for inspection by City and/or, in any event as City shall direct upon completion or termination of the Intergovernmental Agreement and final audit of accounts hereunder.

4.4 PRESERVATION OF RECORDS

Except as otherwise provided in the Intergovernmental Agreement, all other records in the possession of Grantee relating to the Intergovernmental Agreement shall be preserved and retained by Grantee for a period of six years after the later of: termination of the Intergovernmental Agreement, receipt of final payment under the Intergovernmental Agreement or otherwise disposed of in such a manner as may be agreed upon in writing by City and Grantee.

4.5 CONTROLLER GENERAL, INSPECTOR GENERAL

1. Pursuant to Section 902 of the Recovery Act, the Comptroller General of the United States and his representatives may: 1) examine Grantee's records or any of its subcontractors, that directly pertain to, and involve transactions relating to the Intergovernmental Agreement or any subcontractors; and, 2) interview any of Grantee's officers or employees of the Grantee or any of its subcontractors regarding the Intergovernmental Agreement.

2. Section 1515(a) of the Recovery Act authorizes any representative of the Inspector General of a relevant Federal agency to: (1) examine any of Grantee's records and any of its subcontractors that pertain to, and involve transactions relating to the Intergovernmental Agreement or any subcontractors; and, (2) interview any of Grantee's officers or employees of Grantee's regarding the Intergovernmental Agreement.

4.6 PUBLIC ACCESS TO ARRA REPORTS

Information about this Intergovernmental Agreement will be published on the Internet, including City's website, <http://www.portlandonline.com/ARRA> and the federal website, www.recovery.gov, which is maintained by the Federal Recovery Accountability and Transparency Board (the "FRATB"). The federal board may exclude posting contractual or other information on federal website on a case by case basis when necessary to protect national security or to protect information that is not subject to disclosure under sections 552 and 552a of title 5, United States Code.

4.7 ARRA REGISTRATION REQUIREMENTS

If Grantee is registered in the federal Central Contractor Registration database (<http://www.ccr.gov>), Grantee will provide City with its CCR registration number and legal name as entered into CCR. If the Grantee is not currently registered, it must do so. In order to register in CCR, valid Data Universal Numbering (DUNS) Number is required. The DUNS Number is assigned by the Dun & Bradstreet, Inc. (D&B)

Section 5: FALSE CLAIMS

Grantee shall promptly refer to City for transmission to the funding, federal agency or other appropriate Inspector General any credible evidence that a principal, employee, agent, contractor, sub grantee, subcontractor or other person has submitted a false claim under the federal False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving those funds.

Section 6: STATEMENT OF SERVICES

- A. County agrees to manage, on behalf of City, a professional services contract with Lifeworks, Inc. Management of the contract will include the following:

1. The total amount of \$270,851 paid to County by City will be expended for services provided by Lifeworks, Inc. under the contract specified. County will not charge an administrative fee for its services under this Agreement.
- B. City will provide \$270,851 to County, which shall be expended solely to pay for services provided by Lifeworks, Inc.

Section 7: TERM

- A. This agreement shall commence on July 1, 2010, and shall continue through April 28, 2013, with no services being provided after February 28, 2013, or until the \$270,851 is fully exhausted.

Section 8: PAYMENT

- A. City shall pay County \$270,851.00 pass-through to Lifeworks, Inc. as manager of the Lifeworks, Inc. contract according the terms of said Intergovernmental Agreement and Addendum. City will reimburse the above listed party 100% of the above noted total project costs. The reimbursement will be on actual billings submitted to City with appropriate documentation attached as stated in Section 8 C.
- B. County will provide an invoice to the City on a bi-annual basis with the final invoice being provided no later than the 28th of February 2013, to the Portland Police Bureau/Fiscal Services Division. The total amount invoiced to the City shall not exceed \$204,927 making the total compensation of \$270,851 for the term of the agreement. The City shall make payment on said invoice within 30 days of receipt.
- C. Tracking and reporting on ARRA funds must be separate to meet the reporting requirements of the Recovery Act and OMB Guidance. No part of ARRA funds, as identified by City, shall be commingled in deposits or accounts with other funds or used for a purpose other than that of making payments for costs allowable for Recovery Act projects. Grantee must segregate the obligations and expenditures related to funding under the Recovery Act. Grantee shall implement and revise its financial and accounting systems as necessary to segregate, track and maintain the ARRA funds apart and separate from other revenue streams. Grantee's separate, distinct set of accounts, records, documents, and other evidence must show and support: all allowable costs incurred; collections accruing to Grantee in connection with the work under the Intergovernmental Agreement, other applicable credits, negotiated fixed amounts, and fee accruals under the Intergovernmental Agreement; and the receipt, use, and

disposition of all Government property coming into the possession of Grantee under the Intergovernmental Agreement. Grantee is responsible to maintain and may be required to submit backup documentation for all expenditures of funds under the Recovery Act including such items as timecards, invoices and receipts. Grantee shall provide copies of backup documentation at the request of City.

Section 9: MISCELLANEOUS PROVISION

- A. Indemnification: County will indemnify, defend, and hold harmless City, its officers, employees and agents, within the limits of the Oregon Tort Claims Act and the Oregon Constitution, from any all claims, losses, damages, attorney fees, costs and liabilities arising out of the acts or omissions of County in the performances of this agreement. City will indemnify, defend and hold harmless County in the performances of this agreement. City will indemnify, defend, and hold harmless County, its officers, employees and agents from any and all claims, losses, damages, attorneys fees, costs and liabilities arising out of the acts or omissions of its employees and agents in the performance of this agreement within the limits of the Oregon Tort Claims Act and the Oregon Constitution.
- B. Entire Agreement: The parties agree that this agreement is the entire agreement between them, and that no other promises have been made by either party, either express or implied that are not contained herein.
- C. Governing Law: The parties agree that this agreement shall be construed according to the law of the State of Oregon without reference to its choice of law provisions.
- D. Amendment: The parties agree that this agreement shall not be amended, unless such amendment is in writing and signed by both parties and approved by the City Attorney's office. Any and all amendments may have to be approved by City Council in order to be legally binding on City.
- E. Assignment: This Agreement or any interest therein shall not be assigned or subcontracted to any other person or entity without prior written consent of the other party.
- F. Approved by City Council: This Agreement must be approved by the Portland City Council before it is effective.

CITY OF PORTLAND

MULTNOMAH COUNTY

Sam Adams, Mayor

Jeff Cogen, Chair

Scott Taylor, Director
Department of Community Justice

APPROVED AS TO FORM

REVIEWED

APPROVED AS TO FORM


CITY ATTORNEY

City Attorney's Office

Jacquie Weber 4-12-2011
Multnomah County Attorney

CITY AUDITOR

LaVonne Griffin-Valade
City Auditor

Addendum to Intergovernmental Agreement No. 3000498
Between the City of Portland Oregon and
Multnomah County Department of Community Justice 0809125