

## RESOLUTION NO. 1920

### A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF GRESHAM FOR OVERTIME FOR EMGET THROUGH PROJECT SAFE NEIGHBORHOODS.

#### THE TROUTDALE CITY COUNCIL FINDS AS FOLLOWS:

1. It is necessary and desirable to endorse and adopt the Intergovernmental Agreement, contract #2753, between the City of Gresham, and the Troutdale Police Department, City of Troutdale, Oregon, for the purpose of overtime grant funds for those officers participating in the East Metro Gang Enforcement Team (EMGET). The overtime grant of \$15,530 will allow EMGET officers to work overtime to target areas where gangs are committing crimes.
2. Grant monies will be awarded by the US Department of Justice Project Safe Neighborhoods to the Multnomah County District Attorney and will pass through the City of Gresham for distribution.

#### NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF TROUTDALE

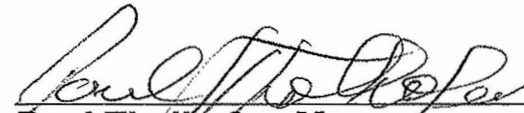
Section 1. The Mayor is hereby authorized to sign the attached Intergovernmental Agreement for the purpose of obtaining grant funding for EMGET overtime. This grant will go into effect once all jurisdictions have signed onto the agreement.

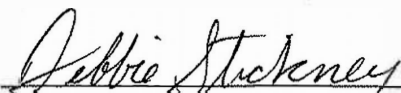
Section 2. This resolution is effective immediately upon adoption.

**YEAS: 6**

**NAYS: 0**

**ABSTAINED: 0**

  
\_\_\_\_\_  
**Paul Thalhofer, Mayor**  
March 12, 2008  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
**Debbie Stickney, City Recorder**  
Adopted: March 11, 2008

**INTERGOVERNMENTAL AGREEMENT**

(Project Safe Neighborhood Anti-Gang Initiative Grant Overtime)

THIS AGREEMENT is made and entered into between the City of Gresham (Gresham), the City of Troutdale (Troutdale) and the City of Fairview (Fairview).

WHEREAS, each participant is a municipal corporation and is a unit of local government; and

WHEREAS, Gresham, by way of a pass-through from Multnomah County District Attorney's Office, has been awarded a U.S. Department of Justice Project Safe Neighborhood Anti-Gang Initiative Grant to provide overtime for gang enforcement; and

WHEREAS, Gresham desires to contract with Troutdale and Fairview for enhanced law enforcement services designed to combat gang activity; therefore,

IN CONSIDERATION of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

**PERSONNEL MATTERS**

1. Troutdale and Fairview agree to utilize their Police Officers assigned to the East Metro Gang Enforcement Team (EMGET) to address criminal street gang activity in the Cities of Gresham, Troutdale, and Fairview and the adjoining areas of east Multnomah County, in support of the Project Safe Neighborhood Anti-Gang Initiative Grant.
2. All participants agree that the assigned personnel shall be and remain employees of their respective agencies. The Gresham EMGET sergeant shall supervise all personnel associated with this enforcement activity.

**INDEMNIFICATION AND LIABILITY**

Subject to the limitations of the Oregon Tort Claims Act and the Oregon Constitution, Fairview, Gresham, and Troutdale agree to remain responsible for the actions of their own employees, and to indemnify, defend and hold harmless each other agency's commissioners, officers, employees and agents from all claims, suits, actions or expenses of any nature resulting from or arising out of the acts, errors or omissions of their assigned personnel acting pursuant to the terms of this Agreement.

## **DISPUTE RESOLUTION**

1. While the parties have attempted to make an Agreement anticipating and addressing their concerns, Fairview, Gresham, and Troutdale acknowledge the possibility that a claim, controversy or dispute may arise out of this Agreement. Fairview, Gresham, and Troutdale agree that each party has an obligation and affirmative duty to make a good faith effort to resolve any claims, controversy or dispute, including the giving of timely, written notification thereof to the other party.
2. Fairview, Gresham, and Troutdale agree that all claims, controversies or disputes which arise out of this Agreement, and which have not been resolved through good faith efforts of the parties, shall be resolved by arbitration in accordance with the then effective arbitration rules of the Arbitration Service of Portland, selected by the party who first initiates arbitration by filing a claim in accordance with the rules of the organization selected, and any judgment upon the award rendered pursuant to such arbitration may be entered in any court having jurisdiction thereof.

## **TERM, MODIFICATION and TERMINATION**

1. It is anticipated that the term of this agreement shall be from February 5, 2008 or upon approval of this IGA by the respective agency, through June 30, 2010, or until funding is exhausted.
2. All participating agencies agree that any party to this Agreement may terminate their participation by giving all parties involved not less than 30 days written notice.
3. All participating agencies agree this Agreement may be modified or amended by mutual agreement of the parties. Any modification to this Agreement shall be effective only when incorporated herein by written amendments and signed by the involved agencies Chief of Police or designee or successor, and approved by the Mayor of the City of Gresham, Mayor of the City of Fairview, and the Mayor of the City of Troutdale.

## **CONTRACT COSTS**

1. Gresham agrees to pay Fairview and Troutdale for services under this Agreement. Troutdale and Fairview agree to provide Gresham an expenditure report/invoice no later than the 15<sup>th</sup> of each month. These reports shall include the number of overtime hours personnel were dedicated to the Project Safe Neighborhood Anti-Gang Initiative Grant for the preceding month. Reported expenditures shall include, but not be

limited to, the Officer's time sheets and actual overtime rates of pay, including fringe benefits and other certificate and/or premium pays. Invoiced payments shall be payable as follows:

City of Fairview  
Finance Department  
1300 NE Village Street  
Fairview, Oregon 97024

City of Troutdale  
Finance Department  
104 SE Kibling  
Troutdale, Oregon 97060

2. Costs incurred under this IGA will only cover overtime and related fringe benefits associated with Project Safe Neighborhood Anti-Gang Initiative Grant activities.
3. Gresham agrees to reimburse participating agencies for activity no later than 30 days after receiving payment from the Multnomah County District Attorney's Office.

#### **CONTRACT ADMINISTRATION**

1. Gresham designates Lt. Dale Cummins, or his successor, to represent Gresham in all matters pertaining to administration of this Agreement.
2. Fairview designates Chief Ken Johnson, or his successor, to represent Fairview in all matters pertaining to administration of this Agreement.
4. Troutdale designates Chief David Nelson, or his successor, to represent Troutdale in all matters pertaining to administration of this Agreement.
5. In notice or notices provided for by this Agreement or by law to be given or served upon either party shall be given or served by certified letter, deposited in the U.S. mail, postage prepaid, and addressed to:

Chief Ken Johnson  
Fairview Police Department  
1300 NE Village Street  
Fairview, Oregon 97024

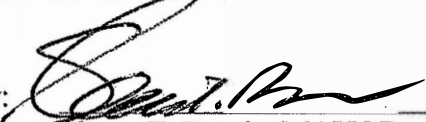
Chief David Nelson  
Troutdale Police Department  
104 SE Kibling  
Troutdale, Oregon 97060

Lt. Dale Cummins  
Gresham Police Department  
1333 NW Eastman Parkway  
Gresham, Oregon 97030


3. Gresham agrees to retain all pertinent records associated with this Agreement for five (5) years following the final payment under the agreement or until all audits are complete and claims resolved.

IN WITNESS WHEREOF, THE PARTIES HAVE CAUSED THIS AGREEMENT TO BE EXECUTED BY THEIR DULY APPOINTED OFFICERS ON THE DATE WRITTEN BELOW.

CITY OF GRESHAM

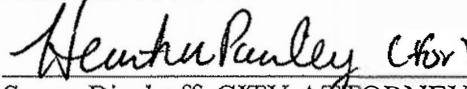
By:   
Shane T. Bemis, MAYOR

Date: 2/16/08

By:   
Erik Kvarsten, CITY MANAGER

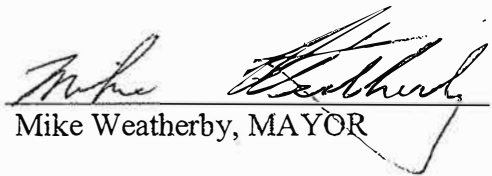
Date: 2/16/08

APPROVED As To Form:

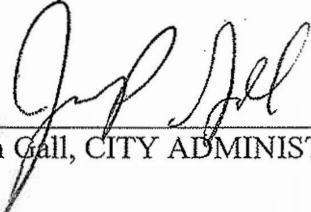
  
Susan Bischoff, CITY ATTORNEY

Date: 1-22-08

CITY OF FAIRVIEW

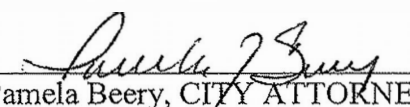
By:   
Mike Weatherby, MAYOR

Date: 2/21/08

By:   
Joseph Gall, CITY ADMINISTRATOR


Date: 2/21/08

APPROVED As To Form:

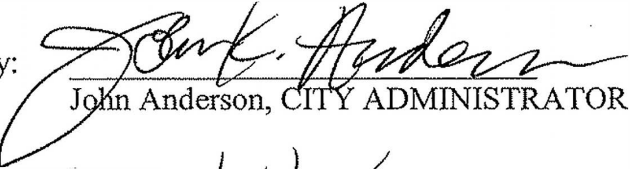
  
Pamela Beery, CITY ATTORNEY

Date: 2/20/08

CITY OF TROUTDALE

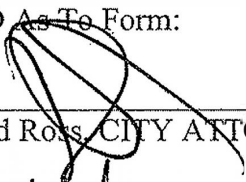
By:   
Paul Thalhofer, MAYOR

Date: March 12, 2008

By:   
John Anderson, CITY ADMINISTRATOR

Date: 3/14/08

APPROVED As To Form:

  
David Ross, CITY ATTORNEY

Date: 3/18/08