

RESOLUTION NO. 1988

A RESOLUTION ADOPTING AN INTERGOVERNMENTAL AGREEMENT BETWEEN MULTNOMAH COUNTY AND CITIES OF PORTLAND, GRESHAM, TROUTDALE AND FAIRVIEW TO APPLY FOR A RECOVERY ACT JUSTICE ASSISTANCE GRANT.

THE TROUTDALE CITY COUNCIL FINDS AS FOLLOWS:

1. It is necessary and desirable to endorse and adopt an Intergovernmental Agreement between Multnomah County and the cities of Portland, Gresham, Troutdale and Fairview to receive an allocation of the Federal Recovery Act Justice Assistance Grant (JAG).
2. The cities of Troutdale and Fairview will use their JAG grant funding allocation to create a part time crime analysis position to be a shared resource between the two cities.
3. The City of Troutdale's eligible grant funds will be \$21,021 and the City of Fairview's will be \$13,822. Total eligible grant funds would be \$34,842.

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

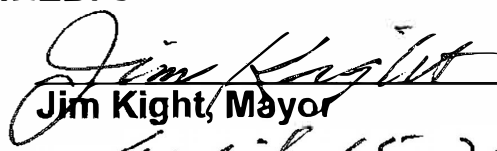
Section 1. The Mayor is hereby authorized to sign the attached Agreement which will go into effect May 18, 2009.

Section 2. This resolution is effective upon adoption.


YEAS: 6

NAYS: 0

ABSTAINED: 0



Jim Kight, Mayor
Date April 15, 2009



Sarah Skroch, Deputy City Recorder
Adopted: April 14, 2009

Multnomah County/City of Fairview/City of Gresham/
City of Troutdale/City of Portland
INTERGOVERNMENTAL AGREEMENT
For the Use of Recovery Act Edward Byrne Memorial Justice Assistance Grant Funds
Effective May 18, 2009

#30000498 - MC
#30000499 - Gresham
#30000538 - Troutdale
#30000539 - Fairview

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, the City of Fairview, the City of Gresham, and the City of Troutdale, jointly with and on behalf of the City of Portland.

1. GENERAL SCOPE

- A. The City of Portland, Oregon, intends to apply for a Recovery Act Justice Assistance Grant on behalf of itself and sub-recipients for the first year of the appropriation and may be expended during the following three years, for a total of four grant period years. The grant identifies \$1,597,519.32 to be provided to Multnomah County, Oregon, \$13,822.00 to be provided to the City of Fairview, Oregon, \$441,149.00 to be provided to the City of Gresham, Oregon, and \$21,021.00 to be provided to the City of Troutdale, Oregon.
- B. Multnomah County, the City of Fairview, the City of Gresham, and the City of Troutdale will use the funding in accordance with the terms and conditions of the grant application and award.
- C. Multnomah County, the City of Fairview, the City of Gresham, and the City of Troutdale agree to maintain all financial records relating to participation in this agreement. The above listed parties further agree 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. The above listed parties further agree 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, the City of Fairview, the City of Gresham, and the City of Troutdale must provide the City of Portland with specific expense documentation as required for Bureau of Justice Assistance grants. The sub-grantees must provide programmatic reports to the City at the end of each calendar quarter, starting with June 30, 2009, for the duration of the four grant period years.

2. COMPENSATION

- A. Total project costs to be realized by the following parties will be, Multnomah County \$1,597,519.32, the City of Fairview \$13,822.00, the City of Gresham \$441,149.00, and the City of Troutdale \$21,021.00. The City of Portland, through the Justice Assistance Grant, and upon proper expense reimbursement documentation, will reimburse the above listed parties 100% of the above noted total project costs. The reimbursement will be on actual billings submitted to the City of Portland.

**Multnomah County/City of Fairview/City of Gresham/
City of Troutdale/City of Portland
INTERGOVERNMENTAL AGREEMENT
For the Use of Recovery Act Edward Byrne Memorial Justice Assistance Grant Funds
Effective May 18, 2009**

B. The City of Portland shall send payment within thirty (30) 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, the City of Fairview, the City of Gresham, and the City of Troutdale each agree to indemnify, defend, and hold harmless the City of Portland from and against liability, loss, claims and costs arising out of or resulting from or arising out of the acts of the entity and its officers, employees or agents in connection with the grant and the grant process. 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, the City of Fairview, the City of Gresham, and the City of Troutdale 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 May 18, 2009, to the end of the four grant period years, 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, Multnomah County, the City of Fairview, the City of Gresham, and the City of Troutdale shall comply with all applicable federal, state, and local laws and regulations. In addition, all above noted parties 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, the City of Fairview, the City of Gresham, and the City of Troutdale 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.

**Multnomah County/City of Fairview/City of Gresham/
City of Troutdale/City of Portland
INTERGOVERNMENTAL AGREEMENT
For the Use of Recovery Act Edward Byrne Memorial Justice Assistance Grant Funds
Effective May 18, 2009**

8. **ASSIGNMENT**

Multnomah County, the City of Fairview, the City of Gresham, and the City of Troutdale 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:

Rosanne M. Sizer,
Chief of Police
Portland Police Bureau

Notice to Multnomah County:

Ted Wheeler,
Commissioner, County Chair
Multnomah County

Notice to Fairview:

Ken Johnson
Chief of Police
Fairview Police Department

Notice to Gresham:

Craig Junginger
Chief of Police
Gresham Police Department

Notice to Troutdale:

Scott Anderson
Chief of Police
Troutdale Police Department

**Multnomah County/City of Fairview/City of Gresham/
City of Troutdale/City of Portland
INTERGOVERNMENTAL AGREEMENT
For the Use of Recovery Act Edward Byrne Memorial Justice Assis ta ~~Grant~~ Funds
Effective May 18, 2009**

12. **WORKERS COMPENSATION INSURANCE**
Multnomah County, the City of Fairview, the City of Gresham, the City of Troutdale, 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 May 18, 2009.

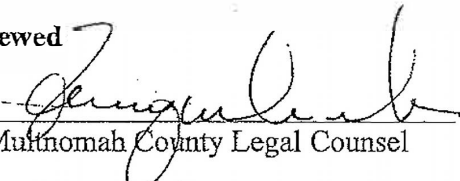
IN WITNESS THEREOF, the parties have caused this agreement to be executed by their duly authorized officers on the last date written below.

Multnomah County

By: 
Ted Wheeler, County Chair


Date: _____

Reviewed

By: 
Multnomah County Legal Counsel

Date: 4/1/09

City of Fairview

By: 
Mike Weatherby, Mayor

Date: 4-7-09

Reviewed

By: 
Fairview Legal Counsel

Date: 4/7/09

Multnomah County/City of Fairview/City of Gresham/
City of Troutdale/City of Portland
INTERGOVERNMENTAL AGREEMENT

For the Use of Recovery Act Edward Byrne Memorial Justice Assistance Grant Funds
Effective May 18, 2009

City of ~~Gresham~~

By: [Signature]

Shane Bernis, Mayor

Date: 4/7/09

Reviewed

By: [Signature]
Gresham Legal Counsel

Date: 4-7-09

City of Troutdale

By: [Signature]
Jim Kight, Mayor

Date: 4-14-09

Reviewed

By: [Signature]
Troutdale Legal Counsel

Date: 4/14/09

City of Portland

By: [Signature] (RS)
Sara Adams, Mayor

Date: 5/16/09

Approved as to Form:

By: [Signature]
Linda Meng, City Attorney

Date: 5-1-09

I hereby certify this to be a true copy of
the original.
Date: 4/29/09
By: Veronica L. Norden
RECORDS DIVISION
BUREAU OF POLICE PORTLAND, OR
Total # of pages: 5

Fiscal

By: [Signature]
Gary Blackmer, City Auditor

Date: 5/18/09