

RESOLUTION NO. 2266

A RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH MULTNOMAH COUNTY FOR THE MULTNOMAH COUNTY JUSTICE REINVESTMENT PROGRAM FUNDS.

THE TROUTDALE CITY COUNCIL FINDS AS FOLLOWS:

1. The State Legislature passed House Bill (HB) 3194 during the 2013 session, with the intent of flat-lining prison growth for the next five years through changes to a variety criminal justice programs.
2. One focus of HB 3194 is enhancing public safety by directing savings from averted prison growth toward investments in local community-based public safety programs.
3. HB 3194 has established the Justice Reinvestment Grant Program which provides funding to, and through, Counties for a portion of the law enforcement community-based programs.
4. Multnomah County Justice Reinvestment Program (MCJRP), was established to partner county-wide public safety agencies to implement portions of HB 3194.
5. Shared funding for county-wide public safety agencies within the MCJRP for the HB 3194 Offender Law Enforcement Supervision and Support (OLESS) program implementation.
6. The City must enter into an Intergovernmental Agreement (IGA) with Multnomah County to receive MCJRP program funds.

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

Section 1. Agrees now that the City enter into an IGA with Multnomah County for OLESS program implementation under the MCJRP, and receive shared program funding.

Section 2. Designates the City Manager or Finance Director (each a "City Official") or a designee of the City Official, to act on behalf of the City, and without further action by the City Council the City Official is hereby, authorized, empowered and directed to sign on behalf of the City the IGA, and any and all other required and necessary documents to implement the of the agreement.

Section 3. The City Official is hereby authorized to execute, acknowledge and deliver in the IGAs in substantial conformity with Exhibit A of the Staff Report, including any other supporting and implementing documents, and to take any other action as may be advisable, convenient, necessary, or appropriate to give full force and effect to the terms and intent of the IGA, and the execution thereof by any such City Official shall be conclusive as to such determination.

Section 4. Further, consistent with intent of the IGA, and in the best interest of the City, the City Official are authorized to determine, execute, acknowledge and deliver any subsequent addendums, extensions, revisions, modifications, or successor documents of the IGA, and the execution thereof by any such City Official shall be conclusive as to such determination.

Section 5. The Finance Director is authorized to disburse funds, subject to annual appropriations, as necessary to fulfill the IGA obligations, and is further directed to implement all such actions necessary to ensure budgetary compliance.

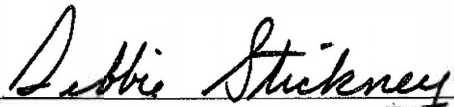
Section 6. Upon adoption, this Resolution shall be effective as of August 1, 2014.

YEAS: 7
NAYS: 0
ABSTAINED: 0



Doug Daoust, Mayor

Date 8/27/14



Debbie Stickney, City Recorder
Adopted: August 26, 2014

INTERGOVERNMENTAL AGREEMENT

Contract Number 4400001257

This is an Agreement between City of Troutdale (CITY) and Multnomah County (COUNTY).

PURPOSE/BACKGROUND:

House Bill (HB) 3194 is a criminal justice bill aimed at enhancing public safety and saving money by utilizing local public safety strategies. This legislation is intended to maintain Oregon's public safety system by directing savings from averted prison growth toward investments in our local communities and focus on utilizing proven Evidence Based Practices (EBP). The Multnomah County Justice Reinvestment Program (MCJRP), a group of public safety agencies and partners, is the policy group guiding the implementation of the HB 3194 legislation.

Within the MCJRP, the 3194 Offender Law Enforcement Supervision and Support (OLESS) serves as the law enforcement team which monitors offenders on probation who previously would have been sent to prison. OLESS consists of Portland Police Bureau, Troutdale Police Department, Gresham Police Department, Fairview Police Department, and the Multnomah County Sheriff's Office.

The parties agree as follows:

1. **TERM** The term of this agreement shall be from August 1, 2014 to June 30, 2015.
2. **RESPONSIBILITIES OF THE CITY:**
 - a. The CITY agrees to provide two (2) Police Officers for approximately 65 hours for fiscal year 2015. The hours noted are estimated. Actual hours shall be based on the level of funding received by the CITY. The Portland Police Bureau shall absorb additional hours of other OLESS team members if needed.
 - b. The Police Officers shall serve warrants and detainers on offenders, conduct home visits, and provide proactive patrol in geographic areas where offenders live and/or commit crimes.
 - c. The CITY agrees to develop performance measures that reflect the desired outcomes. These measures may include:
 - number of home visits per shift;
 - number of offenders contacted;
 - number of calls from DCJ;
 - number of arrests/detainers;
 - number of citizens contacted; and/or
 - monthly overtime.
3. **RESPONSIBILITIES OF COUNTY**
 - a. COUNTY agrees to pay CITY \$5,000 per year for personnel and non-personnel costs described herein.
 - b. COUNTY shall work to identify clients in the law enforcement system and provide names and SID numbers to the OLESS team.

- c. COUNTY shall work in partnership with OLESS to ensure that the goals of the MCJRP are met.
- d. COUNTY Contacts:

The following COUNTY representatives are the designated contacts for finance, program and contracting questions and/or communication:

Finance: Joyce Resare, Business Services Manager
(503) 988-3961
joyce.resare@multco.us

Program: Ginger Martin, Deputy Director
(503) 988-6647
ginger.martin@multco.us

Contract: Lailah Hamblin, Contract Specialist
(503) 988-7805
lailah.l.hamblin@multco.us

Michelle Hull, Contract Specialist
(503) 988-8290
michelle.hull@multco.us

- 4. **BILLING AND COMPENSATION** CITY shall invoice COUNTY for the full amount due (\$5,000) to the address listed below. COUNTY shall compensate CITY within thirty (30) days' following receipt of invoice.

Department of Community Justice
501 SE Hawthorne Blvd., Suite 250
Portland, OR 97214

- 5. **TERMINATION** This agreement may be terminated by either party upon thirty (30) days' written notice.
- 6. **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.
- 7. **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.
- 8. **ADHERENCE TO LAW** Each party shall comply with all federal, state and local laws and ordinances applicable to this agreement.

9. **NON-DISCRIMINATION** Each party shall comply with all requirements of federal and state civil rights and rehabilitation statutes and local non-discrimination ordinances.
10. **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.
11. **SUBCONTRACTS AND ASSIGNMENT** Neither party will subcontract or assign any part of this agreement without the written consent of the other party.
12. **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.

MULTNOMAH COUNTY, OREGON:

CITY OF TROUTDALE:

County Chair/Designee: Deborah Kofronmyles

Signature: 

Date: 8/21/14

Print Name: Craig Ward

Dept Director/Designee: N/A

Title: City Manager

Date: N/A

Date: 8/28/14

JENNY M. MADKOUR,
COUNTY ATTORNEY FOR MULTNOMAH COUNTY

By Assistant County Attorney: 1st Jacque Weber

Date: July 15, 2014



CONTRACT AUTHORIZATION & SIGNATURE REQUEST

This is to notify you that **Contract** 4400001257 **Amendment** N/A
is ready for your signature.

STEP 1: Please print and sign the following pages, exhibits, and/or attachments from your contract:

- Contract or amendment Signature Page
- Exhibit 3 –Independent Contractor (Complete section A or B if it applies)
- Exhibit 4 – Workers' Compensation Exemption Certificate
- Exhibit 5 – Equal Employment Opportunity Certification Statement
- Attachment 7 Criminal History Records Check Certificate
- ARRA EEO
- Other:

STEP 2: Return the following documents to the County:

- A complete copy of your contract or amendment (you may choose to resend the same PDF file that was emailed to you)
- Copies of your signed signature pages, exhibits, and attachments, as identified in Step 1 above.

Return the documents by one of the following methods:

Scan and email the Contract to: centralcontracts@multco.us

OR

Return the Contract to the following address by mail or hand delivery

Multnomah County Purchasing
ATTN: Contracts
501 SE Hawthorne Blvd., Suite 125
Portland, Or 97214

STEP 3: No work can begin and no payments can be made until Multnomah County has received and executed the Contract or Amendment. You will be notified when your Contract or Amendment has been executed. If you have questions regarding Steps 1 or 2, please contact us at:

Doreen Blomé at 503-988-3888 doreen.blome@multco.us

If you have any questions regarding Contract language or Amendment changes, please call your Department Representative at:

Name and Phone: Michelle Hull 503-988-8290

Email: michelle.hull@multco.us