

City Gresham/City of Portland
INTERGOVERNMENTAL AGREEMENT
For the Use of FY 2010 Edward Byrne Memorial Justice Assistance Grant Funds
Effective July 1, 2010

City of Gresham # 3248

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 the City of Gresham jointly with and on behalf of the City of Portland.

1. GENERAL SCOPE

- A. The City of Portland, Oregon, intends to apply for a 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 \$318,723 to be provided to Multnomah County, Oregon, and \$100,392 to be provided to the City of Gresham, Oregon.
- B. The City of Gresham will use the funding in accordance with the terms and conditions of the grant application and award.
- C. The City of Gresham agrees to maintain all financial records relating to participation in this agreement. The above listed party further agrees 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 party further agrees 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, the City of Gresham must provide the City of Portland with specific expense documentation as required for Bureau of Justice Assistance grants. The sub-grantee must provide programmatic reports to the City at the end of each calendar quarter, starting with October 31, 2010, for the duration of the four grant period years.

2. COMPENSATION

- A. Total project costs to be realized by the City of Gresham will be \$100,392. 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.
- 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, the City of Gresham agrees 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

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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 the City of Gresham 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 July 1, 2010, 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 and the City of Gresham 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 the City of Gresham, 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.

8. **ASSIGNMENT**

The City of Gresham 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.

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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 Gresham:

Craig Junginger
Chief of Police
Gresham Police Department

12. WORKERS COMPENSATION INSURANCE

The City of Gresham 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 July 1, 2010.

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

City of Gresham

By: 

Shane Bemis, Mayor

Date: 5/19/10

Reviewed

By: 

Gresham Legal Counsel

Date: 5-13-10

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City of Portland

By: _____
Sam Adams, Mayor

Date: _____

By: _____
LaVonne Griffin-Valade, Auditor

Date: _____

Approved as to Form:

APPROVED AS TO FORM

By: _____
Linda Gregg, City Attorney
CITY ATTORNEY

Date: 5/21/10