

City of Gresham/City of Portland
INTERGOVERNMENTAL AGREEMENT
For the Use of Edward Byrne Memorial Justice Assistance Grant Funds
Effective October 1, 2006

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 Police Bureau (PPB) has been awarded a Justice Assistance Grant for the period of October 1, 2006, through September 30, 2010. One project of this grant identifies \$88,342 to be provided to the City of Gresham for law enforcement equipment, technology and training.
- B. The City of Gresham will use the funding for polygraph equipment and training, electronic citation hardware and software, in-car video cameras, IBIS system access (Integrated Biometric Identification System), Personal Protection Equipment and Crisis Intervention training.
- C. The City of Gresham agrees to maintain all financial records relating to participation in this agreement. The City of Gresham 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 City of Gresham 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 grants.

2. COMPENSATION

- A. Total project costs to be realized by the City of Gresham will be \$88,342. The City of Portland, through the Justice Assistance Grant will reimburse the City of Gresham 100% of the \$88,342 total project costs, with proper expense reimbursement documentation. 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 shall indemnify, defend, and hold harmless the City of Portland from and against liability, loss, and costs arising out of or resulting from or arising out of the acts of the City of Gresham, and its officers, employees and agents in performance of this agreement. 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 October 1, 2006, through and including September 30, 2010, 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, the City of Gresham and the City of Portland 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 of 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 to 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.

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 the City of Gresham:

Carla C. Piluso,
Chief of Police
City of Gresham Police Department

12. WORKERS' COMPENSATION INSURANCE

The City of Gresham and the City of Portland are subject employers and responsible for providing workers' 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 October 1, 2006.

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 T. Bemis, Mayor

Date: _____

Reviewed

By: _____
Susan Bischoff, City Attorney

Date: _____

City of Portland

By: _____
Tom Potter, Mayor

Date: _____

Approved as to Form:

By: **APPROVED AS TO FORM**

Linda Meng, City Attorney

Date: **CITY ATTORNEY** 9/25/07