

Multnomah County/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 Multnomah County, 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 \$345,283 to be provided to Multnomah County for District Attorney's Office program staff.
- B. Multnomah County will use the funding for 1.0 FTE Deputy District Attorney assigned as the Southeast Neighborhood DA, 1.0 FTE Deputy District Attorney assigned to domestic violence prosecution, 1.0 FTE Deputy District Attorney assigned to Unit B (drugs and vice prosecution) and .5 FTE Deputy District Attorney assigned to theft prosecution.
- C. Multnomah County agrees to maintain all financial records relating to participation in this agreement. Multnomah County 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. Multnomah County 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, Multnomah County 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 Multnomah County will be \$345,283. The City of Portland, through the Justice Assistance Grant will reimburse Multnomah County 100% of the \$345,283 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, Multnomah County 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 Multnomah County, 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 Multnomah County 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 Multnomah County shall comply with all applicable federal, state, and local laws and regulations. In addition, Multnomah County 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 by one party.
  - B. Termination under any provision of this paragraph shall not affect any rights, obligation, or liability of Multnomah County 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**  
Multnomah County 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

12. WORKERS COMPENSATION INSURANCE

Multnomah County 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 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.

**Multnomah County**

By: \_\_\_\_\_  
Ted Wheeler, County Chair

Date: \_\_\_\_\_

**Reviewed**

By: \_\_\_\_\_  
Multnomah County Legal Council

Date: \_\_\_\_\_

**City of Portland**

By: \_\_\_\_\_  
Tom Potter, Mayor

Date: \_\_\_\_\_

**Approved as to Form:**

**APPROVED AS TO FORM**

By: \_\_\_\_\_  
Linda Meng, City Attorney

Date: CITY ATTORNEY 9/25/07