

U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance  
Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY 2011 Local Solicitation  
City of Portland, Oregon Police Bureau  
Program Narrative  
Application Attachment 1

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### **Disparate Certification**

The Edward Byrne Memorial Justice Assistance Grant (JAG) Program Fiscal Year 2011 Local Solicitation funds will be made under disparate certification to the City of Portland, the County of Multnomah and the City of Gresham.

- \$320,852 to the City of Portland
- \$252,099 to Multnomah County
- \$75,287 to the City of Gresham

Each listed jurisdiction will coordinate the management of the Fiscal Year 2011 JAG Program grant funds with other grant funding sources they may have or receive through their financial management systems and provide reports to the City of Portland in accordance with the Intergovernmental Agreements that accompany the application.

### **The City of Portland Program**

The City of Portland will hire a 1.0 FTE Management Analyst for 12 months. The new position will be assigned to the Portland Police Bureau Office of Professional Standards at a total cost of \$83,955.

The Management Analyst will perform responsible administrative, financial, statistical and other management analyses in support of City and bureau activities, functions and programs, and will recommend action and assist in formulating policy, procedure and legislative positions and in budget development and implementation. The Management Analyst will ensure bureau compliance with outside audit recommendations, ensure bureau compliance and documentation of internal review recommendations, identify areas of exposure that could result in loss of

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community trust, and research and develop areas of best practice among agencies of comparable structure as the Portland Police Bureau.

The City will retain a 1.0 FTE Police Administrative Support Specialist (PASS) for 12 months. The retained position is assigned to the bureau's Detective Division at a total cost of \$66,730.

The PASS will transcribe detective reports and taped statements of suspects, maintain a variety of databases, answer phones, restock supplies, complete print orders, maintain office equipment and support the Court Coordinator Unit. The individual will also act as the division's receptionist and provide clerical support as necessary for the detectives, sergeants and command staff.

The focus of both limited-term grant-funded positions will be bureau-specific and involve law enforcement-related administrative duties.

Fiscal Year 2011 JAG dollars will fund the purchase of protective gear/safety equipment for PPB law enforcement personnel. The Bureau will purchase 48 NIJ-compliant tactical/ballistic vests at a total cost of \$30,167.

*Prostitution Outreach and Intervention Services*

The sunset of prostitution and drug free zones in the City of Portland, an identified increase in human trafficking, prostitution organized through the use of on-line services such as Craig's List and a resurgence of traditional street walking prostitution, has led to an overall increase in prostitution crime in Portland. The Fiscal Year 2011 JAG grant will provide funding to a local treatment provider that coordinates treatment, temporary housing, counseling and

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training opportunities for individuals involved in prostitution-related offenses at a cost of \$140,000.

The Police Bureau East Precinct's Prostitution Coordination Team (PCT) is an innovative and successful program developed to reduce crime, recidivism and improve the lives of individuals involved in the unending cycle of addiction, abuse and prostitution-related offenses through outreach and intervention. The PCT is a multidisciplinary partnership that currently includes police, parole and probation officers, the Multnomah County District Attorney's Office, the Multnomah County Sheriff's Office and local treatment providers.

*Grant Program Performance Measures*

The City of Portland will demonstrate performance measures for the Fiscal Year 2011 JAG grant-funded positions, equipment and contractual funding through the capture and reporting of the activities in accordance with performance measure reporting requirements.

*Coordination of JAG and Related Justice Funds – City of Portland*

The City does not anticipate any coordination of related justice funds and Fiscal Year 2011 JAG funded projects.

**Multnomah County Programs**

Multnomah County District Attorney's Office

The Multnomah County District Attorney's Office will fund a 0.72 FTE Neighborhood Deputy District Attorney (DDA) for a period of 12 months with Fiscal Year 2011 JAG funds at a total cost of \$84,033.

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*General Program Overview of the Neighborhood DDA Position*

Each Neighborhood DDA in Multnomah County is assigned to a specific police precinct and most have a primary office in the precinct. The Neighborhood DDA screens all "quality of life" misdemeanor cases and select felonies of specific interest to the precinct. The Neighborhood DDA also attends monthly neighborhood association, citizen group and business group crime prevention meetings in their precinct area. The Neighborhood DDA also works closely with all precinct officers to educate them on search and seizure issues, improve report writing, and develop strategies to address recurring quality of life problems in the area.

*Goals of the Neighborhood DDA*

The Deputy District Attorney assigned to the North Neighborhood of Portland will work with citizens, citizen groups, business owners, community associations and law enforcement to identify crime issues pertinent to that community. The Neighborhood DDA (NDDA) will work with these groups to maintain current crime reduction and prevention strategies, and develop wholly new strategies aimed at truly addressing quality of life crimes as they develop and are identified by the community.

Several strategies are being employed to reduce crime in the North Neighborhood. The Portland Police Bureau has identified chronic residential burglars as one of the few crimes trending upward. As a result PPB created a burglary task force. The North NDDA is assigned to the task force in an effort to reduce burglaries in the North Neighborhood and facilitate better prosecutions throughout the criminal justice system. As part of this effort, the NDDA has already created a mechanism for certain drug-addicted burglars to receive intensive in-patient

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drug treatment through the Police Bureau's Service Coordination Team. All of these offenders will be tracked to determine the efficacy of the task force.

Another effort the North NDDA has undertaken is to use citizens to provide anonymous information to the police as the basis for search warrants against problem neighborhood drug houses. This is an effort this NDDA has employed in the past. In the past employing this strategy reduced in many instances the calls for police service surrounding many of the targeted drug houses. Community warrants have not been used for the several years this NDDA returned to prosecute full-time in the main courthouse. Resuscitating this tool is a primary goal for the NDDA.

Another strategy involves placing gang members on bench probation and ordering them not to interact with other known gang members or certain gang associates, and not to frequent places where they have been involved in crime. Police officers will make arrests for any gang member violating any condition of his court-ordered probation (in effect prohibiting gang members from hanging out with each other and from hanging out in other gang hot spots). Plans include incorporating a community intervention piece to this strategy; community leaders and former gang members meaningfully interfacing with every gang member on bench probation in the hope of convincing them to leave the gang lifestyle.

*Grant Program Performance Measures*

The Multnomah County District Attorney's Office will demonstrate performance measures for the grant-funded position through the capture and reporting of the activities and outcomes as noted in the above narrative.

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In order to effectuate the above listed goals, the Neighborhood DDA will screen misdemeanor and select felony cases, with a particular emphasis on prosecuting chronic residential burglars, meet with precinct police officers, attend community and business group meetings, and develop and maintain projects that address recurring quality of life problems in their neighborhood area.

Activity	Data Collection Method	Projected Measurements: 6 months	Projected Measurements: 12 months
Misdemeanor and Felony Case Screening	Specific case flags are assigned to all cases screened by the NDDA and tracked in MCDA's CRIMES database	150 cases screened	300 cases screened
Community Meeting Attendance	NDDA compiles monthly list of meetings	25 meetings	50 meetings
Individual Citizen Contacts	NDDA maintains monthly number of contacts	1000 citizens	2000 citizens
Individual Police Contacts	NDDA maintains monthly number of contacts	2000 officers	4000 officers
Business Contacts	NDDA maintains monthly number of contacts	200 business contacts	400 business contacts
Governmental Agency Contacts	NDDA maintains monthly number of contacts	100 agency contacts	200 agency contacts
Neighborhood Group and Association Contacts	NDDA maintains monthly number of contacts	40 groups/ associations	80 groups/ associations
Crime Prevention Projects	NDDA maintains list of projects developed and maintained, as well as a log of hours spend working on said projects	200 hours	400 hours
Community-driven search warrants executed against neighborhood drug houses	NDDA maintains list of search warrants executed	3 search warrants	6 search warrants

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Felony residential burglary charges indicted	Specific case flags are assigned to all cases prosecuted by the NDDA and tracked in MCDA's CRIMES database	6 separate burglaries	12 separate burglaries
Using a small control group of gang members, reduce their field contacts with law enforcement, and their return to restricted geographic areas, pursuant to bench probation and community intervention	Through data bases maintained within the Portland Police Bureau	30% reduction	50% reduction

*Coordination of JAG and Related Justice Funds – Multnomah County District Attorney's Office*

The Multnomah County District Attorney's Office does not anticipate any coordination of related justice funds and Fiscal Year 2011 JAG funded projects.

Multnomah County Department of Community Justice

The Multnomah County Department of Community Justice (DCJ) will retain a 0.74 FTE Probation and Parole Officer (PPO) for a period of 12 months through Fiscal Year 2011 JAG funds at a total cost of \$84,033.

The PPO will strengthen the referral and education system surrounding appropriate referrals to alcohol and drug treatment. Centralization of referrals to residential treatment programs helps DCJ be certain that the very limited resources are being spent on the highest risk and highest need individuals on probation or post prison supervision. Approximately 70% of

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high risk offenders have serious addiction problems and commit their crimes while using illegal drugs.

DCJ contracts for almost 8 million dollars of residential and outpatient treatment for offenders. The Board of County Commissioners continues to make treatment for offenders a priority. In addition, DCJ has worked with a variety of community based programs to ensure those people on supervision receive services through grant monies and other County-funded treatment. This diversity in treatment and earmarked services for specific populations has made referral-making cumbersome and very time consuming for Probation/Parole Officers. This centralization will increase the efficiency of treatment referrals and allow PPO's to have more time to help motivate clients to stay in treatment and facilitate behavior change with an overall goal of keeping the public safe.

The information gleaned from the centralized approach will assist DCJ with making system-wide improvements to contracted treatment services. Treatment providers and many of the 130 PPO's who make referrals will benefit from having a more systemic approach to the management of referrals to alcohol and drug treatment.

*Grant Program Performance Measures*

- 95 percent of residential alcohol and drug contracted services will be utilized annually.
- 85 percent of referrals to alcohol and drug residential services will be managed through the ACCESS PPO.
- 85 percent of surveyed alcohol and drug providers will be satisfied or very satisfied with the centralized referral system.



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Performance levels for these measures will be derived from the Quality Systems and Evaluation Services Unit of DCJ. Data are currently in place to measure the first three program goals. At the end of the 12-month grant funding period a satisfaction survey will be administered to providers.

*Coordination of JAG and Related Justice Funds – Multnomah County Department of Community Justice*

The Multnomah County Department of Community Justice does not anticipate any coordination of related justice funds and Fiscal Year 2011 JAG funded projects.

Multnomah County Sheriff's Office

The Multnomah County Sheriff's Office (MCSO) will retain a 0.62 FTE corrections deputy position for a period of 12 months through Fiscal Year 2011 JAG funds at a total cost of \$84,033.

The corrections deputy position is assigned to the Metropolitan Gang Enforcement Division (MGED) and organizes intelligence and investigative information regarding known and suspected gang members and associates in custody and acts as a liaison to MGED and other outside agencies in the collection, analysis and distribution of new and updated information.

Gang members frequently cycle through the jail system. While in custody, these members communicate with other gang members via phone and mail both in custody (regional corrections facilities and other local jails) and out.

The corrections deputy gathers intelligence on known and suspected gang members and associates booked and housed at Multnomah County jails. The information gleaned from this

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intelligence gathering is shared with the MGED and used for both locating and identifying suspected gang members and in the long term strategic planning regarding gang prevention, enforcement and criminal apprehension.

Specific duties for the corrections deputy include:

- Identifying, classifying and interviewing known and suspected gang members in custody;
- Documenting with photos gang-related tattoos, signs, clothing;
- Sorting, copying and analyzing gang member communications (phone, mail and visits);
- Attending regular meetings with the MGED to accommodate requests for intelligence on specific gang members and associates in custody;
- Serving as a central point of contact for all jail staff as they observe and report suspected gang activity;
- Periodic and ongoing updating of information for the MGED and information systems;
- Managing information system updates including photos and gang-related intelligence;
- Providing information to regional programs.

*Grant Program Performance Measures*

Performance measure data will be collected using the Corrections Inmate Management System. This system can track and report on designated gang members in custody. Not only are gang members and their activities documented, but designation dates are also maintained, allowing the Sheriff's Office to follow federal compliance standards on re-designation.

*Coordination of JAG and Related Justice Funds – Multnomah County Sheriff's Office*

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The Multnomah County Sheriff's Office does not anticipate any coordination of related justice funds and Fiscal Year 2011 JAG funded projects.

**The City of Gresham**

The City of Gresham will fund a 1.0 FTE civilian Police Property Technician position for a period of 12 months through Fiscal Year 2011 JAG funds at a total cost of \$75,287.

The Police Property Technician will be responsible for the audit of all items of evidence and property and the disposal of evidence from outdated cases for the Gresham Police Department.

*Grant Program Performance Measures*

The City of Gresham will report the costs associated with the Police Property Technician position funded with FY11 JAG dollars during the reporting period in accordance with performance measure reporting requirements.

*Coordination of JAG and Related Justice Funds – City of Gresham Police Department*

The City of Gresham Police Department does not anticipate any coordination of related justice funds and Fiscal Year 2011 JAG funded projects.

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**Budget Detail****A. Personnel** **\$ 103,021**

Name/Position	Computation	Cost
1.0 FTE Management Analyst		
10/1/11 - 6/30/12	\$27.95/hr x 1,566 hours	\$43,772
7/1/12 - 9/30/12	\$28.54/hr x 522 hours	<u>14,897</u>
		\$58,669
1.0 FTE Police Records Support Specialist		
10/1/11 - 6/30/12	\$21.13/hr x 1,566 hours	\$33,090
7/1/12 - 9/30/12	\$21.57/hr x 522 hours	<u>11,262</u>
		\$44,352

**B. Fringe Benefits** **\$ 47,664**

Name/Position	Computation	Cost
1.0 FTE Management Analyst		
Fringe - Social Security, Medicare & Retirement		
10/1/11 - 6/30/12	0.062+0.0145+0.1266 x 43,772	\$8,890
7/1/12 - 9/30/12	0.062+0.0145+0.1266 x 14,897	3,026
Benefits		
10/1/11 - 6/30/12	\$12,986 x 1,566 hrs/2088 hrs	\$9,740
7/1/12 - 9/30/12	14,466 x 522 hrs/2080 hrs	<u>3,630</u>
		\$25,286
1.0 FTE Police Records Support Specialist		
Fringe - Social Security, Medicare & Retirement		
10/1/11 - 6/30/12	0.062+0.0145+0.1266 x 33,090	\$6,721
7/1/12 - 9/30/12	0.062+0.0145+0.1266 x 11,262	2,287
Benefits		
10/1/11 - 6/30/12	\$12,986 x 1,566 hrs/2088 hrs	\$9,740
7/1/12 - 9/30/12	14,466 x 522 hrs/2080 hrs	<u>3,630</u>
		\$22,378

**C. Travel** **\$ 0.00**  
*No expenses in this category*

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**D. Equipment** \$ 0.00  
*No expenses in this category*

**E. Supplies** \$ 30,167.00

Item	Computation	Cost
Ballistic vests	\$628.48 x 48 each	\$ 30,167

**F. Construction** Not Allowed  
*No expenses in this category*

**G. Consultants/Contracts** \$ 467,386.00

Item	Computation	Cost
<b>Sub-recipients</b>		
<b>Portland</b>		
Contract with local treatment provider		\$140,000
<b>Multnomah County</b>		
District Attorney's Office		84,033
0.72 FTE Deputy District Attorney		
Salary	\$4,256.3945/mth x 12 months	\$ 51,076.73
Fringe & Benefits		
FICA	7.65% x 51,076.73 =	\$ 3,907.37
PERS	15.86% x 51,076.73 =	\$ 8,100.77
PERS Bond Surcharge	6.50% x 51,076.73 =	\$ 3,319.99
Worker's Comp	1.25% x 51,076.73 =	\$ 638.46
Liability	2.50% x 51,076.73 =	\$ 1,276.92
Unemployment	0.60% x 51,076.73 =	\$ 306.46
Health/ Benefits Admin	0.90% x 51,076.73 =	\$ 459.69
Retiree Medical	2.00% x 51,076.73 =	\$ 1,021.53

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LTD/ STD/ Life	0.75%	x	51,076.73	=	\$	383.08
Health & Dental Insurance (flat rate @ \$13,542)					\$	13,542.00
						Total Fringe
					\$	32,956.27

Department of Community Justice  
 0.74 FTE Probation and Parole Officer 84,033

Salary			\$4,256.3945/mth x 12 months		\$	51,076.73
<b>Fringe &amp; Benefits</b>						
FICA	7.65%	x	51,076.73	=	\$	3,907.37
PERS	15.86%	x	51,076.73	=	\$	8,100.77
PERS Bond Surcharge	6.50%	x	51,076.73	=	\$	3,319.99
Worker's Comp	1.25%	x	51,076.73	=	\$	638.46
Liability	2.50%	x	51,076.73	=	\$	1,276.92
Unemployment	0.60%	x	51,076.73	=	\$	306.46
Health/ Benefits Admin	0.90%	x	51,076.73	=	\$	459.69
Retiree Medical	2.00%	x	51,076.73	=	\$	1,021.53
LTD/ STD/ Life	0.75%	x	51,076.73	=	\$	383.08
Health & Dental Insurance (flat rate @ \$13,542)					\$	13,542.00
						Total Fringe
					\$	32,956.27

Sheriff's Office  
 0.62 FTE Corrections Deputy 84,033

Salary					\$	45,779.34
<b>Fringe &amp; Benefits</b>						
FICA	7.65%	x	45,779.34	=	\$	3,502.12
PERS Bond Surcharge	15.68%	x	45,779.34	=	\$	7,178.20
Surcharge	6.50%	x	45,779.34	=	\$	2,975.66
Worker's Comp	2.25%	x	45,779.34	=	\$	1,030.04
Liability	4.25%	x	45,779.34	=	\$	1,945.62

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Unemployment	0.60%	x	45,779.34	=	\$	274.68
Health/ Benefits Admin*	0.90%	x	45,779.34	=	\$	412.01
Retiree Medical	2.00%	x	45,779.34	=	\$	915.59
LTD/ STD/ Life	0.75%	x	45,779.34	=	\$	343.35
Health & Dental Insurance (flat rate @ \$13,542)					\$	13,542.00
						\$ 32,119.26

Indirect Rate                      007.30 x \$84,033                      6,134.41

**City of Gresham Police Department** 75,287

1.0 FTE Police Property Technician  
 Salary                      \$21.14/hour x 2080 hours                      43,975.00  
 Fringe & Benefits

	Social Security	6.20%		\$2,726	
	Medicare	1.45%		\$638	
	LTD	0.45%		\$198	
	PERS-Employee	6%		\$2,639	
	PERS-Employer	4.31%		\$1,895	
	Workers Comp	3.27%		\$1,438	
	Life Insurance		\$146		
	Health Insurance		\$18,791		
	Dental Insurance		\$2,401		
	HRA/VEBA	1%		\$440	
	<b>Total Taxes and Benefits</b>			<b>\$31,312</b>	

**H. Other** \$ 0.00  
*No expenses in this category*

**Total Direct Costs** \$ 648,238.00

**I. Indirect Costs** \$ 0.00  
*No expenses in this category*

**TOTAL PROJECT COSTS** \$ 648,238.00

**Federal Request** \$ 648,238.00

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**Budget Summary Page**

A. Personnel/Salary Costs	\$ 103,021.00
B. Fringe Benefits	\$ 47,664.00
C. Travel	\$ 0.00
D. Equipment	\$ 0.00
E. Supplies	\$ 30,167.00
F. Construction	Not Allowed
G. Consultants/Contracts	\$ 467,386.00
H. Other	\$ 0.00
I. Indirect Costs	\$ 0.00
<b>TOTAL PROJECT COSTS</b>	<b>\$ 648,238.00</b>
Federal Request	\$ 648,238.00
Applicant Funds	\$ 0.00



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**Budget Narrative**

Section A: Personnel (\$103,021) This expense will fund 2.0 FTE positions for the City of Portland for 12 months.

Section B: Fringe Benefits (\$ 47,664) This expense will fund the fringe benefits for 2.0 FTE positions for the City of Portland for 12 months.

Section C: Travel (\$ -0- ) There are no Travel costs associated with this grant request.

Section D: Equipment (\$ -0- ) There are no Equipment costs associated with this grant request.

Section E: Supplies (\$30,167) This expense will provide for the purchase of 48 tactical/ballistic vests for the Portland Police Bureau.

Section F: Construction (\$ -0- ) There are no Construction costs allowed with this grant request.

Section G: Consultants/Contracts (\$467,386.) This expense will provide for funding for the Fiscal Year 2011 JAG sub-recipients. The City will fund a contract with a local treatment provider. Multnomah County will fund three part-time positions and Gresham will fund 1.0 FTE position.

Section H: Other (\$ -0- ) There are no Other costs associated with this grant request.

Section I: Indirect Costs (\$ -0- ) There are no Indirect Costs associated with this grant request.

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Review Narrative  
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### **Governing Body Review**

The Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY 2011 Local Solicitation grant application and application ordinance were submitted to the Bureau's Commissioner-in-Charge on July 6, 2011, for submission to Portland City Council for July 13, 2011.

Each Council member (4), the Mayor, the Auditor's Office, the City Attorney, members of the press and the public had copies of the application ordinance and the application made available to them seven days prior to the Council date.

Council members, Bureau members and any member of the public signed up for public testimony were allowed to comment on the application during the appointed discussion period during Council session.

Prior to each Council meeting, the Council Agenda items and related documents were posted to the City's website. The Auditor's Office emailed the link to a variety of email addresses in the region. The agenda items were also published in the "Daily Journal of Commerce." The Agenda Calendar is a permanent online public record.

City Council approved the grant application, the application ordinance, the Intergovernmental Agreements and the Agreement authorization ordinances on July 13, 2011.

### **Application Review**

The Portland Police Bureau posted a notice about the Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY 2011 Local Solicitation and its proposed joint application on the City of Portland Police Bureau website <http://www.portlandonline.com/police/> on June

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14, 2011. Visitors to the site were able to view a description of the grant program, a link to the Office of Justice Programs solicitations web page as well as the application.

The name, telephone number and email address for the Bureau's grant program manager was listed in the event someone wanted to contact the Bureau about the application or the application process. The announcement was posted for 34 days.

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Program Abstract  
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Applicant name: City of Portland, Oregon  
Partners: County of Multnomah and City of Gresham

Project title:  
Edward Byrne Memorial Justice Assistance Grant (JAG) Program Fiscal Year 2011 Local Solicitation to assist the Portland-Metropolitan area law enforcement and criminal justice community to prevent and/or reduce crime and violence.

Project goals:

1. To hire a 1.0 FTE Management Analyst to ensure bureau compliance with outside audit recommendations, ensure bureau compliance and documentation of internal review recommendations, identify areas of exposure that could result in loss of community trust, and research and develop areas of best practice among agencies of comparable structure as the Portland Police Bureau.
2. To retain a 1.0 FTE Police Administrative Support Specialist to transcribe detective reports and taped statements of suspects, maintain a variety of databases, answer phones, restock supplies, complete print orders, maintain office equipment and support the Court Coordinator Unit.
3. To purchase protective gear/safety equipment for Police Bureau law enforcement personnel.
4. To contract with a local treatment provider that coordinates treatment, temporary housing, counseling and training opportunities for individuals involved in prostitution-related offenses.
5. To hire or retain County and City of Gresham personnel to as part of prosecution and court and drug treatment and enforcement programs.

Specific deliverables include:

1. Hire a 1.0 FTE Management Analyst for 12 months.
2. Retain 1.0 FTE Police Administrative Support Specialist for 12 months.
3. Purchase tactical/ballistic vests for the Police Bureau.
4. Contract with a local treatment provider.
5. Hire 0.72 FTE Neighborhood Deputy District Attorney for 12 months.
6. Hire 0.74 FTE Parole & Probation Officer for 12 months.
7. Hire 0.62 FTE Corrections Deputy for 12 months.
8. Hire 1.0 Property Evidence Technician for 12 months.

The City of Portland will act as fiscal agent for the grant and distribute funds to the units of local government identified in the disparate certification. Each entity has agreed to the allocation of grant funding.

**Multnomah County/City of Portland  
INTERGOVERNMENTAL AGREEMENT  
For the Use of U.S. Department of Justice, Office of Justice Programs,  
Bureau of Justice Assistance  
FY 2011 Edward Byrne Memorial Justice Assistance Grant (JAG) Program Funds**

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COP Contract Number: #30002138

MC Contract Number:

This agreement is made by and between Multnomah County (MC), Oregon, acting by and on behalf of its District Attorney's Office, Department of Community Justice and Sheriff's Office, and the City of Portland, Oregon on behalf of its Police Bureau (PPB).

**RECITALS:**

- A. WHEREAS, the City of Portland, Oregon, as applicant and fiscal agent, desires to submit a joint application for the aggregate eligible allocation to all disparate municipalities for the FY 2011 Justice Assistance Grant, and
- B. WHEREAS, Multnomah County desires to receive FY 2011 Justice Assistance Grant funding in accordance with the terms and conditions of the grant application and award, and
- C. WHEREAS, Multnomah County and the City of Portland have authority to cooperate for any lawful purpose with each other by means of an intergovernmental agreement according to ORS 190.110 et seq. to enter into an agreement to perform any lawful purpose, and
- D. WHEREAS, the purpose of this Agreement is to address payment to Multnomah County as a sub-recipient of the 2011 Justice Assistance Grant, and
- E. WHEREAS, MC and PPB desire to enter into this Intergovernmental Agreement.

NOW, THEREFORE, MC and PPB agree as follows:

**1. TERM**

This agreement shall be effective as of July 1, 2011, and extend through September 30, 2014, or until grant funds are exhausted, whichever comes first, unless earlier terminated in accordance with Section 6 of this agreement or modified as provided in Section 14.

**2. RESPONSIBILITIES OF MC**

Each County agency agrees to:

- a. Use JAG Program funds for authorized purpose areas.
- b. Provide consistent communication with PPB.
- c. Provide data that measures the results of their work. Quarterly performance metrics reports must be submitted through Bureau of Justice Assistance's Performance Measurement Tool (PMT) web site: [www.bjaperformancetools.org](http://www.bjaperformancetools.org).
- d. Provide to PPB annual programmatic reports.
- e. Submit monthly invoices for approved program expenses.

**3. RESPONSIBILITIES OF PPB**

PPB agrees to:

- a. Provide consistent communication with each County agency.

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- b. Submit quarterly financial status (SF-425) reports through the Bureau of Justice Assistance (BJA) portal Grant Monitoring System (GMS).
- c. Collect, compile and submit annual programmatic reports through GMS.
- d. Administer and distribute the JAG Program funds.
- e. Monitor the award.
- f. Provide ongoing oversight and assistance to sub-recipients of JAG Program funds.

**4. COMPENSATION**

4.1 Not-to-Exceed. Total project costs to be realized by MC will not exceed \$252,099.00. Each agency will receive \$84,033.00.

4.2 PPB, through the USDOJ OJP BJA FY 2011 JAG grant, will reimburse MC 100 percent of the total program costs when submitted with proper expense reimbursement documentation as required by the Office of Justice Programs Financial Guide and City of Portland policy.

4.3 Invoicing. MC will submit invoices for program costs to Portland Police Bureau Fiscal Division at the following address:

Grants Accounts Receivable  
PPB Fiscal Division  
1111 SW 2nd Ave., #1406  
Portland, OR 97204

**5. PAYMENT TERMS**

5.1 Mail to Address. The PPB shall send payment to each County agency within thirty (30) days after receipt of each billing to the following address:

5.1.1 Multnomah County District Attorney's Office

Multnomah County District Attorney's Office  
1021 SW 4th Ave., Room 600  
Portland, OR 97204-1193

5.1.2 Multnomah County Department of Community Justice

Accounts Receivable  
MCDCJ  
501 SE Hawthorne Blvd., Suite 250  
Portland, OR 97214-3587

5.1.3 Multnomah County Sheriff's Office

Accounts Receivable  
MCSO  
501 SE Hawthorne Blvd., Suite  
Portland, OR 97214-3587

**Multnomah County/City of Portland**  
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**Bureau of Justice Assistance**  
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**6. EARLY TERMINATION**

This agreement may be terminated prior to the end of the grant upon sixty (60) days mutual written consent of the parties or upon ninety (90) days written notice by one party. Termination under any provision of this paragraph shall not affect any rights, obligation, or liability of Multnomah County or the City of Portland, which accrued prior such termination.

**7. INDEMNIFICATION CONTRIBUTION**

7.1 IF ANY THIRD PARTY MAKES ANY CLAIM OR BRINGS ANY ACTION, SUIT OR PROCEEDING ALLEGING A TORT AS NOW OR HEREAFTER DEFINED IN ORS 30.260 ("THIRD PARTY CLAIM") AGAINST A PARTY (THE "NOTIFIED PARTY") WITH RESPECT TO WHICH THE OTHER PARTY ("OTHER PARTY") MAY HAVE LIABILITY, THE NOTIFIED PARTY MUST PROMPTLY NOTIFY THE OTHER PARTY IN WRITING OF THE THIRD PARTY CLAIM AND DELIVER TO THE OTHER PARTY A COPY OF THE CLAIM, PROCESS, AND ALL LEGAL PLEADINGS WITH RESPECT TO THE THIRD PARTY CLAIM. EITHER PARTY IS ENTITLED TO PARTICIPATE IN THE DEFENSE OF A THIRD PARTY CLAIM, AND TO DEFEND A THIRD PARTY CLAIM WITH COUNSEL OF ITS OWN CHOOSING. RECEIPT BY THE OTHER PARTY OF THE NOTICE AND COPIES REQUIRED IN THIS PARAGRAPH AND MEANINGFUL OPPORTUNITY FOR THE OTHER PARTY TO PARTICIPATE IN THE INVESTIGATION, DEFENSE AND SETTLEMENT OF THE THIRD PARTY CLAIM WITH COUNSEL OF ITS OWN CHOOSING ARE CONDITIONS PRECEDENT TO THE OTHER PARTY'S LIABILITY WITH RESPECT TO THE THIRD PARTY CLAIM.

7.2 WITH RESPECT TO A THIRD PARTY CLAIM FOR WHICH THE COUNTY IS JOINTLY LIABLE WITH THE CITY (OR WOULD BE IF JOINED IN THE THIRD PARTY CLAIM ), THE COUNTY SHALL CONTRIBUTE TO THE AMOUNT OF EXPENSES (INCLUDING ATTORNEYS' FEES), JUDGMENTS, FINES AND AMOUNTS PAID IN SETTLEMENT ACTUALLY AND REASONABLY INCURRED AND PAID OR PAYABLE BY THE CITY IN SUCH PROPORTION AS IS APPROPRIATE TO REFLECT THE RELATIVE FAULT OF THE COUNTY ON THE ONE HAND AND OF THE CITY ON THE OTHER HAND IN CONNECTION WITH THE EVENTS WHICH RESULTED IN SUCH EXPENSES, JUDGMENTS, FINES OR SETTLEMENT AMOUNTS, AS WELL AS ANY OTHER RELEVANT EQUITABLE CONSIDERATIONS. THE RELATIVE FAULT OF THE COUNTY ON THE ONE HAND AND OF THE CITY ON THE OTHER HAND SHALL BE DETERMINED BY REFERENCE TO, AMONG OTHER THINGS, THE PARTIES' RELATIVE INTENT, KNOWLEDGE, ACCESS TO INFORMATION AND OPPORTUNITY TO CORRECT OR PREVENT THE CIRCUMSTANCES RESULTING IN SUCH EXPENSES, JUDGMENTS, FINES OR SETTLEMENT AMOUNTS. THE COUNTY'S CONTRIBUTION AMOUNT IN ANY INSTANCE IS CAPPED TO THE SAME EXTENT IT WOULD HAVE BEEN CAPPED UNDER OREGON LAW IF IT HAD SOLE LIABILITY IN THE PROCEEDING.

7.3 WITH RESPECT TO A THIRD PARTY CLAIM FOR WHICH THE CITY IS JOINTLY LIABLE WITH THE COUNTY (OR WOULD BE IF JOINED IN THE THIRD PARTY CLAIM), THE CITY SHALL CONTRIBUTE TO THE AMOUNT OF EXPENSES (INCLUDING ATTORNEYS' FEES), JUDGMENTS, FINES AND AMOUNTS PAID IN SETTLEMENT ACTUALLY AND REASONABLY INCURRED AND PAID OR PAYABLE

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BY MULTNOMAH COUNTY IN SUCH PROPORTION AS IS APPROPRIATE TO REFLECT THE RELATIVE FAULT OF THE CITY ON THE ONE HAND AND OF THE COUNTY ON THE OTHER HAND IN CONNECTION WITH THE EVENTS WHICH RESULTED IN SUCH EXPENSES, JUDGMENTS, FINES OR SETTLEMENT AMOUNTS, AS WELL AS ANY OTHER RELEVANT EQUITABLE CONSIDERATIONS. THE RELATIVE FAULT OF THE CITY ON THE ONE HAND AND OF THE COUNTY ON THE OTHER HAND SHALL BE DETERMINED BY REFERENCE TO, AMONG OTHER THINGS, THE PARTIES' RELATIVE INTENT, KNOWLEDGE, ACCESS TO INFORMATION AND OPPORTUNITY TO CORRECT OR PREVENT THE CIRCUMSTANCES RESULTING IN SUCH EXPENSES, JUDGMENTS, FINES OR SETTLEMENT AMOUNTS. THE CITY'S CONTRIBUTION AMOUNT IN ANY INSTANCE IS CAPPED TO THE SAME EXTENT IT WOULD HAVE BEEN CAPPED UNDER OREGON LAW IF IT HAD SOLE LIABILITY IN THE PROCEEDING.

**8. 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.

**9. 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.

**10. NON-DISCRIMINATION**

Parties will comply with all federal, state, and local statutes regarding civil rights and non-discrimination practices.

**11. ACCESS TO RECORDS**

Each party shall have access to the books, documents and other records of the other that are related to this agreement and the FY 2011 Justice Assistance Grant for the purpose of examination, copying, site visit and audit, unless otherwise limited by law. The books, documents and other records related to this agreement and the FY 2011 Justice Assistance Grant for shall be maintained as long as stipulated in the Grant or by federal law, whichever is the longer.

**12. SUBCONTRACTS AND ASSIGNMENT**

Neither party shall subcontract or assign any part of this agreement without the written consent of the other party.

**13. FORCE MAJEURE**

Neither MC nor PPB shall be held responsible for delay or default caused by fire, riot, acts of nature, power outage, government fiat, terrorist acts or other acts of political sabotage, civil unrest, labor unrest, or war, where such cause is beyond the reasonable control of MC or PPB. However, both parties shall make all reasonable efforts to remove or eliminate such cause of



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delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.

**14. 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.

**15. 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.

**16. ALTERNATIVE DISPUTE RESOLUTION**

The parties should attempt in good faith to resolve any dispute arising out of this agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

**17. SEVERABILITY**

17.1. The Parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term held to be invalid.

**18. COUNTERPARTS**

18.1. This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Agreement so executed shall constitute an original.

**19. ADDITIONAL TERMS AND CONDITIONS: NONE**

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**Multnomah County/City of Portland  
INTERGOVERNMENTAL AGREEMENT  
For the Use of U.S. Department of Justice, Office of Justice Programs,  
Bureau of Justice Assistance  
FY 2011 Edward Byrne Memorial Justice Assistance Grant (JAG) Program Funds**

EACH PARTY, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT HE/SHE HAS READ THIS AGREEMENT, UNDERSTANDS IT, AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS, AND HAS THE AUTHORITY TO SIGN AND BIND ITS AGENCY.

**MULTNOMAH COUNTY, OREGON**

**CITY OF PORTLAND, OREGON:**

\_\_\_\_\_  
Jeff Cogen, Chair

\_\_\_\_\_  
Sam Adams, Mayor

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

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

Approved: \_\_\_\_\_  
Michael Shrunk,  
District Attorney

Approved: \_\_\_\_\_  
LaVonne Griffin-Valade,  
City Auditor

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

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

**APPROVED AS TO FORM**  
Approved as to form:

By: *Imda Mengel*  
City of Portland **CITY ATTORNEY**

Date: 6/22/2011

TO CARE

**City of Gresham/City of Portland  
INTERGOVERNMENTAL AGREEMENT**

**For the Use of U.S. Department of Justice, Office of Justice Programs,  
Bureau of Justice Assistance**

184737

**FY 2011 Edward Byrne Memorial Justice Assistance Grant (JAG) Program Funds**

COP Contract Number: #30002137

COG Contract Number:

This agreement is made by and between the City of Gresham, Oregon acting on behalf of its Police Department (GPD), and the City of Portland, Oregon on behalf of its Police Bureau (PPB).

**RECITALS:**

- A. WHEREAS, the City of Portland, Oregon, as applicant and fiscal agent, desires to submit a joint application for the aggregate eligible allocation to all disparate municipalities for the FY 2011 Justice Assistance Grant, and
- B. WHEREAS, the City of Gresham desires to receive FY 2011 Justice Assistance Grant funding in accordance with the terms and conditions of the grant application and award, and
- C. WHEREAS, the City of Gresham and the City of Portland have authority to cooperate for any lawful purpose with each other by means of an intergovernmental agreement according to ORS 190.110 et seq. to enter into an agreement to perform any lawful purpose, and
- D. WHEREAS, the purpose of this Agreement is to address payment to the Gresham Police Department as a sub-recipient of the 2011 Justice Assistance Grant, and
- E. WHEREAS, GPD and PPB desire to enter into this Intergovernmental Agreement

NOW, THEREFORE, GPD and PPB agree as follows:

**1. TERM**

This agreement shall be effective as of July 1, 2011, and extend through September 30, 2014, or until grant funds are exhausted, whichever comes first, unless earlier terminated in accordance with Section 6 of this agreement or modified as provided in Section 14.

**2. RESPONSIBILITIES OF GPD**

GPD agrees to:

- a. Use JAG Program funds for authorized purpose areas.
- b. Provide consistent communication with PPB.
- c. Provide data that measures the results of their work. Quarterly performance metrics reports must be submitted through Bureau of Justice Assistance's Performance Measurement Tool (PMT) web site: [www.bjaperformancetools.org](http://www.bjaperformancetools.org).
- d. Provide to PPB annual programmatic reports.
- e. Submit monthly invoices for approved program expenses.

**3. RESPONSIBILITIES OF PPB**

PPB agrees to:

- a. Provide consistent communication with GPD.
- b. Submit quarterly financial status (SF-425) reports through the Bureau of Justice Assistance (BJA) portal Grant Monitoring System (GMS).

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- c. Collect, compile and submit annual programmatic reports through GMS.
- d. Administer and distribute the JAG Program funds.
- e. Monitor the award.
- f. Provide ongoing oversight and assistance to sub-recipients of JAG Program funds.

**4. COMPENSATION**

- 4.1 Not-to-Exceed. Total project costs to be realized by GPD will not exceed \$75,287.00.
- 4.2 PPB, through the USDOJ OJP BJA FY 2011 JAG grant, will reimburse GPD 100% of the total program costs when submitted with proper expense reimbursement documentation as required by the Office of Justice Programs Financial Guide and City of Portland policy.
- 4.3 Invoicing. Gresham Police Department will submit invoices for program costs to Portland Police Bureau Fiscal Division at the following address:

Grants Accounts Receivable  
PPB Fiscal Division  
1111 SW 2nd Ave., #1406  
Portland, OR 97204

**5. PAYMENT TERMS**

- 5.1 Mail to Address. The PPB shall send payment to GPD within thirty (30) days after receipt of each billing to the following address:

City of Gresham  
1333 NW Eastman Pkwy  
Gresham, OR 97030

**6. EARLY TERMINATION**

This agreement may be terminated prior to the end of the grant upon sixty (60) days mutual written consent of the parties or upon ninety (90) days written notice by one party. Termination under any provision of this paragraph shall not affect any rights, obligation, or liability of the City of Gresham or the City of Portland, which accrued prior such termination.

**7. INDEMNIFICATION CONTRIBUTION**

7.1 IF ANY THIRD PARTY MAKES ANY CLAIM OR BRINGS ANY ACTION, SUIT OR PROCEEDING ALLEGING A TORT AS NOW OR HEREAFTER DEFINED IN ORS 30.260 ("THIRD PARTY CLAIM") AGAINST A PARTY (THE "NOTIFIED PARTY") WITH RESPECT TO WHICH THE OTHER PARTY ("OTHER PARTY") MAY HAVE LIABILITY, THE NOTIFIED PARTY MUST PROMPTLY NOTIFY THE OTHER PARTY IN WRITING OF THE THIRD PARTY CLAIM AND DELIVER TO THE OTHER PARTY A COPY OF THE CLAIM, PROCESS, AND ALL LEGAL PLEADINGS WITH RESPECT TO THE THIRD PARTY CLAIM. EITHER PARTY IS ENTITLED TO PARTICIPATE IN THE DEFENSE OF A THIRD PARTY CLAIM, AND TO DEFEND A THIRD PARTY CLAIM WITH COUNSEL OF ITS OWN CHOOSING. RECEIPT BY THE OTHER PARTY OF THE NOTICE AND COPIES REQUIRED IN THIS PARAGRAPH AND MEANINGFUL OPPORTUNITY FOR THE

**City of Gresham/City of Portland**  
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OTHER PARTY TO PARTICIPATE IN THE INVESTIGATION, DEFENSE AND SETTLEMENT OF THE THIRD PARTY CLAIM WITH COUNSEL OF ITS OWN CHOOSING ARE CONDITIONS PRECEDENT TO THE OTHER PARTY'S LIABILITY WITH RESPECT TO THE THIRD PARTY CLAIM.

7.2 WITH RESPECT TO A THIRD PARTY CLAIM FOR WHICH THE CITY OF GRESHAM IS JOINTLY LIABLE WITH THE CITY OF PORTLAND (OR WOULD BE IF JOINED IN THE THIRD PARTY CLAIM ), THE CITY OF GRESHAM SHALL CONTRIBUTE TO THE AMOUNT OF EXPENSES (INCLUDING ATTORNEYS' FEES), JUDGMENTS, FINES AND AMOUNTS PAID IN SETTLEMENT ACTUALLY AND REASONABLY INCURRED AND PAID OR PAYABLE BY THE CITY OF PORTLAND IN SUCH PROPORTION AS IS APPROPRIATE TO REFLECT THE RELATIVE FAULT OF THE CITY OF GRESHAM ON THE ONE HAND AND OF THE CITY OF PORTLAND ON THE OTHER HAND IN CONNECTION WITH THE EVENTS WHICH RESULTED IN SUCH EXPENSES, JUDGMENTS, FINES OR SETTLEMENT AMOUNTS, AS WELL AS ANY OTHER RELEVANT EQUITABLE CONSIDERATIONS. THE RELATIVE FAULT OF THE CITY OF GRESHAM ON THE ONE HAND AND OF THE CITY OF PORTLAND ON THE OTHER HAND SHALL BE DETERMINED BY REFERENCE TO, AMONG OTHER THINGS, THE PARTIES' RELATIVE INTENT, KNOWLEDGE, ACCESS TO INFORMATION AND OPPORTUNITY TO CORRECT OR PREVENT THE CIRCUMSTANCES RESULTING IN SUCH EXPENSES, JUDGMENTS, FINES OR SETTLEMENT AMOUNTS. THE CITY OF GRESHAM'S CONTRIBUTION AMOUNT IN ANY INSTANCE IS CAPPED TO THE SAME EXTENT IT WOULD HAVE BEEN CAPPED UNDER OREGON LAW IF THE CITY OF GRESHAM HAD SOLE LIABILITY IN THE PROCEEDING.

7.3 WITH RESPECT TO A THIRD PARTY CLAIM FOR WHICH THE CITY OF PORTLAND IS JOINTLY LIABLE WITH THE CITY OF GRESHAM (OR WOULD BE IF JOINED IN THE THIRD PARTY CLAIM), THE CITY OF PORTLAND SHALL CONTRIBUTE TO THE AMOUNT OF EXPENSES (INCLUDING ATTORNEYS' FEES), JUDGMENTS, FINES AND AMOUNTS PAID IN SETTLEMENT ACTUALLY AND REASONABLY INCURRED AND PAID OR PAYABLE BY THE CITY OF GRESHAM IN SUCH PROPORTION AS IS APPROPRIATE TO REFLECT THE RELATIVE FAULT OF THE CITY OF PORTLAND ON THE ONE HAND AND OF THE CITY OF GRESHAM ON THE OTHER HAND IN CONNECTION WITH THE EVENTS WHICH RESULTED IN SUCH EXPENSES, JUDGMENTS, FINES OR SETTLEMENT AMOUNTS, AS WELL AS ANY OTHER RELEVANT EQUITABLE CONSIDERATIONS. THE RELATIVE FAULT OF THE CITY OF PORTLAND ON THE ONE HAND AND OF THE CITY OF GRESHAM ON THE OTHER HAND SHALL BE DETERMINED BY REFERENCE TO, AMONG OTHER THINGS, THE PARTIES' RELATIVE INTENT, KNOWLEDGE, ACCESS TO INFORMATION AND OPPORTUNITY TO CORRECT OR PREVENT THE CIRCUMSTANCES RESULTING IN SUCH EXPENSES, JUDGMENTS, FINES OR SETTLEMENT AMOUNTS. THE CITY OF PORTLAND'S CONTRIBUTION AMOUNT IN ANY INSTANCE IS CAPPED TO THE SAME EXTENT IT WOULD HAVE BEEN CAPPED UNDER OREGON LAW IF IT HAD SOLE LIABILITY IN THE PROCEEDING.

8. **INSURANCE**

**City of Gresham/City of Portland**  
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**FY 2011 Edward Byrne Memorial Justice Assistance Grant (JAG) Program Funds**

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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.

**9. 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.

**10. NON-DISCRIMINATION**

Parties will comply with all federal, state, and local statutes regarding civil rights and non-discrimination practices.

**11. ACCESS TO RECORDS**

Each party shall have access to the books, documents and other records of the other that are related to this agreement and the FY 2011 Justice Assistance Grant for the purpose of examination, copying, site visit and audit, unless otherwise limited by law. The books, documents and other records related to this agreement and the FY 2011 Justice Assistance Grant for shall be maintained as long as stipulated in the Grant or by federal law, whichever is the longer.

**12. SUBCONTRACTS AND ASSIGNMENT**

Neither party shall subcontract or assign any part of this agreement without the written consent of the other party.

**13. FORCE MAJEURE**

Neither GPD nor PPB shall be held responsible for delay or default caused by fire, riot, acts of nature, power outage, government fiat, terrorist acts or other acts of political sabotage, civil unrest, labor unrest, or war, where such cause is beyond the reasonable control of GPD or PPB. However, both parties shall make all reasonable efforts to remove or eliminate such cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.

**14. 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.

**15. 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.

**16. ALTERNATIVE DISPUTE RESOLUTION.**

The parties should attempt in good faith to resolve any dispute arising out of this agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the agreement. In addition, the parties may agree to utilize a

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**City of Gresham/City of Portland**  
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jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

**17. SEVERABILITY**

17.1. The Parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term held to be invalid.

**18. COUNTERPARTS**

18.1. This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Agreement so executed shall constitute an original.

**19. ADDITIONAL TERMS AND CONDITIONS: NONE**

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**City of Gresham/City of Portland**  
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EACH PARTY, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT HE/SHE HAS READ THIS AGREEMENT, UNDERSTANDS IT, AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS, AND HAS THE AUTHORITY TO SIGN AND BIND ITS AGENCY.

CITY OF GRESHAM, OREGON

CITY OF PORTLAND, OREGON:



Erik Kvarsten, City Manager

Sam Adams, Mayor

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

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

Approved: \_\_\_\_\_  
 LaVonne Griffin-Valade,  
 City Auditor

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

Approved as to form:

APPROVED AS TO FORM  
Approved as to form:

By:   
 City of Gresham Legal Counsel

By:   
 City of Portland Attorney  
 CITY ATTORNEY

Date: 6/23/2011

Date: 6/22/2011