

City of Gresham/City of Portland
INTERGOVERNMENTAL AGREEMENT

186226

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

FY 2013 Edward Byrne Memorial Justice Assistance Grant (JAG) Program Funds

COP Contract Number: #30003464

COG Contract Number: 6011

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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 GPD will not exceed \$56,391.00.
- 4.2 PPB, through the USDOJ OJP BJA FY 2013 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 quarterly invoices for program costs to Portland Police Bureau Fiscal Division at the following address:

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

5. PAYMENT TERMS

- 5.1 Electronic funds transfer. The PPB shall send payment to the County within thirty (30) days after receipt of each billing via electronic funds transfer.

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

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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.

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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

Erik Kvarsten, City Manager

Charlie Hales, Mayor

Date: 7/15/2013

Date: _____

Approved: _____
LaVonne Griffin-Valade,
City Auditor

Date: _____

Approved as to form:

Approved as to form: APPROVED AS TO FORM

By: *Asst. Legal Counsel*
City of Gresham Legal Counsel

By: *Jamie H. Van Dyke*
City of Portland Attorney
CITY ATTORNEY *8/19/13*

Date: July 9, 2013

Date: 8/19/13