

**City of Canby/City of Portland**  
**INTERGOVERNMENTAL AGREEMENT**  
**For the Use of U.S. Department of Justice, Office of Justice Programs,**  
**Bureau of Justice Assistance; CFDA 16.752; Award #2015-BE-BX-0005**  
**FY 2014 Intellectual Property Crime Enforcement Program Grants Funds**  
COP Contract Number: 30005009 COE Contract Number: N/A

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

**RECITALS:**

- A. WHEREAS, the City, as applicant and fiscal agent, submitted an application for the FY 2014 Intellectual Property Crime Enforcement Program Grant (IPEP). The City was awarded a grant of \$373,569. The Canby Police Department will receive \$55,325 and the City of Tigard Police Department will receive \$100,851; and
- B. WHEREAS, Canby desires to receive FY 2014 IPEP grant funding in accordance with the terms and conditions of the grant application and award document; and
- C. WHEREAS, Canby and the City 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 Canby as a subrecipient of the FY 2014 IPEP; and
- E. WHEREAS, Canby and the City desire to enter into this Intergovernmental Agreement.

NOW, THEREFORE, Canby and the City agree as follows:

**1. TERM**

This Agreement shall be effective as of February 1, 2016, and extend through September 30, 2018, or until grant funds are exhausted unless earlier terminated in accordance with Section 7 of this Agreement or modified as provided in Section 15.

**2. FEDERAL REQUIREMENTS**

Both parties are subject to the rules and regulations of 2 CFR 200: Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

[http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)

And the 2015 Office of Justice Program's Financial Guide:

<http://ojp.gov/financialguide/DOJ/>

**3. RESPONSIBILITIES OF CANBY**

Canby agrees to:

- a. Use IPEP grant funds for authorized purpose areas as described in the revised grant documents.
- b. Provide consistent communication with PPB.
- c. Provide sworn personnel to the Intellectual Property Crime Enforcement Program Task Force (Task Force).
- c. Provide data that measures the results of their work.



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- d. Provide semi-annual programmatic reports to PPB.
  - e. Submit quarterly invoices for approved program expenses to PPB.
  - f. Provide documentation upon request from PPB demonstrating compliance with all of the applicable Federal civil rights laws, including having an EEOP in place, reporting Findings of Discrimination, and providing language services to LEP persons.

**4. RESPONSIBILITIES OF PPB**

PPB agrees to:

- a. Provide consistent communication with Canby.
- 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 semi-annual programmatic reports through GMS.
- d. Administer and distribute the IPEP funds.
- e. Monitor the subaward in accordance with 2 CFR 200.
- f. Provide ongoing oversight and assistance and assure compliance of Federal Civil Rights Laws.

**5. COMPENSATION**

5.1 Not-to-Exceed. Canby's total reimbursable program costs may not exceed \$55,325.

5.2 The City, through the USDOJ OJP BJA FY 2014 IPEP grant, will reimburse Canby 100% of the total program costs (not to exceed \$55,325) when submitted with proper expense reimbursement documentation as required by the Office of Justice Programs Financial Guide and City of Portland policy.

5.3 Invoicing. Canby will submit electronic invoices quarterly for program costs to PPB Fiscal Division: [veronica.nordeen@portlandoregon.gov](mailto:veronica.nordeen@portlandoregon.gov) and [rachel.stansbury@portlandoregon.gov](mailto:rachel.stansbury@portlandoregon.gov)

**6. PAYMENT TERMS**

Electronic funds transfer. The City shall send payment to Canby within thirty (30) days after receipt of each billing via electronic funds transfer if allowable by Canby.

**7. 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 Canby or the City, which accrued prior such termination.





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**15. 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.

**16. 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.

**17. 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.

**18. SEVERABILITY**

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.

**19. COUNTERPARTS**

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.

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

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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 CANBY, OREGON**

**CITY OF PORTLAND, OREGON**



\_\_\_\_\_  
 Charlie Hales, Mayor

Date: 2/1/2016

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

Approved as to form:

Approved: \_\_\_\_\_

 1/29/16  
 \_\_\_\_\_  
 City of Canby Attorney

Mary Hull Caballero  
 City Auditor

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

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

By:   
 City of Portland Attorney *ok*

**CITY ATTORNEY**

Date: 2/12/16

**City of Tigard/City of Portland**  
**INTERGOVERNMENTAL AGREEMENT**  
**For the Use of U.S. Department of Justice, Office of Justice Programs,**  
**Bureau of Justice Assistance; CFDA 16.752; Award #2015-BE-BX-0005**  
**FY 2014 Intellectual Property Crime Enforcement Program Grants Funds**  
COP Contract Number: 30004953                      COT Contract Number: IG-164003

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

**RECITALS:**

- A. WHEREAS, the City, as applicant and fiscal agent, submitted an application for the FY 2014 Intellectual Property Crime Enforcement Program Grant (IPEP). The City was awarded a grant of \$373,569. The Canby Police Department will receive \$55,325, and the City of Tigard Police Department will receive \$100,851; and
- B. WHEREAS, Tigard desires to receive FY 2014 IPEP grant funding in accordance with the terms and conditions of the grant application and award document; and
- C. WHEREAS, Tigard and the City 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 Tigard as a subrecipient of the FY 2014 IPEP; and
- E. WHEREAS, Tigard and the City desire to enter into this Intergovernmental Agreement.

NOW, THEREFORE, Tigard and the City agree as follows:

**1. TERM**

This Agreement shall be effective as of February 1, 2016, and extend through September 30, 2018, or until grant funds are exhausted unless earlier terminated in accordance with Section 7 of this Agreement or modified as provided in Section 15.

**2. FEDERAL REQUIREMENTS**

Both parties are subject to the rules and regulations of 2 CFR 200: Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

[http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)

And the 2015 Office of Justice Program's Financial Guide:

<http://ojp.gov/financialguide/DOJ/>

**3. RESPONSIBILITIES OF TIGARD**

Tigard agrees to:

- a. Use IPEP grant funds for authorized purpose areas as described in the revised grant documents.
- b. Provide consistent communication with PPB.
- c. Provide sworn personnel to the Intellectual Property Crime Enforcement Program Task Force (Task Force).
- c. Provide data that measures the results of their work.

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- d. Provide semi-annual programmatic reports to PPB.
- e. Submit quarterly invoices for approved program expenses to PPB.
- f. Provide documentation upon request from PPB demonstrating compliance with all of the applicable Federal civil rights laws, including having an EEO in place, reporting Findings of Discrimination, and providing language services to LEP persons.

**4. RESPONSIBILITIES OF PPB**

PPB agrees to:

- a. Provide consistent communication with Tigard.
- 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 semi-annual programmatic reports through GMS.
- d. Administer and distribute the IPEP funds.
- e. Monitor the subaward in accordance with 2 CFR 200.
- f. Provide ongoing oversight and assistance and assure compliance of Federal Civil Rights Laws.

**5. COMPENSATION**

5.1 Not-to-Exceed. Tigard's total reimbursable program costs may not exceed \$100,851.

5.2 The City, through the USDOJ OJP BJA FY 2014 IPEP grant, will reimburse Tigard 100% of the total program costs (not to exceed \$100,851) when submitted with proper expense reimbursement documentation as required by the Office of Justice Programs Financial Guide and City of Portland policy.

5.3 Invoicing. Tigard will submit electronic invoices quarterly for program costs to PPB Fiscal Division: [veronica.nordeen@portlandoregon.gov](mailto:veronica.nordeen@portlandoregon.gov) and [rachel.stansbury@portlandoregon.gov](mailto:rachel.stansbury@portlandoregon.gov)

**6. PAYMENT TERMS**

Electronic funds transfer. The City shall send payment to Tigard within thirty (30) days after receipt of each billing via electronic funds transfer if allowable by Tigard.

**7. 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 Tigard or the City, which accrued prior such termination.



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**8. INDEMNIFICATION CONTRIBUTION**

8.1 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.

8.2 WITH RESPECT TO A THIRD PARTY CLAIM FOR WHICH TIGARD IS JOINTLY LIABLE WITH THE CITY (OR WOULD BE IF JOINED IN THE THIRD PARTY CLAIM), TIGARD 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 TIGARD 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 TIGARD 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. TIGARD'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.

8.3 WITH RESPECT TO A THIRD PARTY CLAIM FOR WHICH THE CITY IS JOINTLY LIABLE WITH TIGARD (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 BY TIGARD IN SUCH PROPORTION AS IS APPROPRIATE TO REFLECT THE RELATIVE FAULT OF THE CITY ON THE ONE HAND AND OF TIGARD ON THE OTHER HAND IN CONNECTION WITH THE EVENTS WHICH RESULTED IN SUCH EXPENSES, JUDGMENTS, FINES OR SETTLEMENT AMOUNTS, AS WELL AS ANY

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OTHER RELEVANT EQUITABLE CONSIDERATIONS. THE RELATIVE FAULT OF THE CITY ON THE ONE HAND AND OF TIGARD 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.

**9. 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.

**10. 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.

**11. NON-DISCRIMINATION**

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

**12. 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 2014 IPEP 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 2014 IPEP grant for shall be maintained as long as stipulated in the federal grant award or by the Pass-Through Entity (the City), whichever is the longer.

**13. SUBCONTRACTS AND ASSIGNMENT**

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

**14. FORCE MAJEURE**

Neither Tigard nor the City 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 Tigard or the City. 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.

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**15. MODIFICATION**

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**16. ENTIRE AGREEMENT**

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**17. ALTERNATIVE DISPUTE RESOLUTION**

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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.

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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 TIGARD, OREGON

CITY OF PORTLAND, OREGON

  
\_\_\_\_\_  
Martha Wine, City Manager

\_\_\_\_\_  
Charlie Hales, Mayor

Date: 1-26-2016

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

Approved as to form:

Approved: \_\_\_\_\_

  
\_\_\_\_\_  
City of Tigard Attorney

Mary Hull Caballero  
City Auditor

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

APPROVED AS TO FORM  
Approved as to form:

By:   
\_\_\_\_\_  
City of Portland Attorney  
CITY ATTORNEY

Date: 2/12/16