



GMS Application Number *2007-F4515-OR-DJ*

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF BEND OREGON, AND THE COUNTY OF
DESCHUTES OREGON**

2007 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This Agreement is made and entered into this [redacted] day of [redacted], 2007, by and between the COUNTY of Deschutes, a political subdivision of the State of Oregon, hereinafter referred to as COUNTY, and the CITY of Bend, acting by and through its governing body, the Bend City Council, hereinafter referred to as CITY, both located in Deschutes County, State of Oregon.

Recitals:

WHEREAS, Oregon Revised Statutes, Chapter 190 allows local governments in Oregon to enter into Intergovernmental Agreements, and

WHEREAS, Each governing body, in performing governmental functions or in paying for the performance of governmental functions under this agreement, shall make that performance or those payments from current revenues legally available to that party from the proceeds of the JAG grant, and not from any other source: and

WHEREAS, COUNTY and CITY find that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement: and

WHEREAS, the CITY agrees to provide the COUNTY \$18,007.00 from the JAG award for the County to purchase new Sheriff's Office mobile data terminals (MDT's).

WHEREAS, the COUNTY and CITY believe it to be in their best interest to reallocate the JAG funds as provided herein.

NOW THEREFORE, the COUNTY and CITY agree as follows:

Section 1.

City agrees to pay COUNTY a total of \$18,007.00 of JAG funds within 30 days of receiving said funds..

Section 2.

COUNTY agrees to use \$18,007.00 for the Deschutes County Sheriff's Office to purchase new MDT's until the amount has been expended prior to the three (3) year expiration period set out in the JAG award.

Section 3.

Each party to this Agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party or for other actions of the other party in connection with this agreement.

Section 4.

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.



Section 5.

Neither County or City is, by virtue of this Agreement, a partner or joint venture with the other in connection with activities carried out under this agreement, and neither party shall have any obligation with respect to the others debts or any other liabilities of any kind or nature except as specifically provided herein.

Section 6.

The term of this agreement is three years from the date of execution, unless terminated by mutual agreement of the parties.

Section 7.

CITY designates Bend Police Department Chief Andy Jordan to represent CITY in all matters pertaining to administration of this Agreement.

COUNTY designates Sheriff Larry Blanton to represent County in all matters pertaining to administration of this Agreement.

Any notice or notices provided for by this Agreement or by law to be given or served upon either party shall be given or served by certified letter, deposited in the U.S. mail, postage prepaid, and addressed to:

Andy Jordan
Chief of Police
Bend Police Department
555 NE 15th Street
Bend Oregon 97701

Larry Blanton
Deschutes County Sheriff
63333 Highway 20
Bend Oregon 97701

CITY OF BEND

APPROVED this _____ day of _____, 2007 for the City of Bend.

Bruce Abernethy, Mayor

Andrew Jordan, Chief of Police

DESCHUTES COUNTY, OREGON

APPROVED this _____ day of _____, 2007 for the Deschutes County Board of Commissioners.

Mike Daly, Chair

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Tammy Baney, Commissioner

Dennis Luke, Commissioner

ATTEST:

Recording Secretary

Larry Blanton, Deschutes County Sheriff

APPROVED AS TO FORM:

Asst. County Counsel

Kimberly Morse, Grant Manager

City Attorney