

**MEMORANDUM OF AGREEMENT  
BETWEEN  
THE CITY OF PORTLAND, OREGON  
BUREAU OF POLICE  
AND  
THE OREGON BANKERS ASSOCIATION**

The City of Portland, Oregon; Bureau of Police (Portland), enters into this agreement with the Oregon Bankers Association (OBA) for purposes of providing funding for the Program Coordinator of the Regional Economic Crime Investigation Center (RECIC), an IRC Sec. 501 (c)(3) non-profit corporation doing business as "RECIC".

**RECITALS**

Portland, and the OBA agree that the establishment of a central organization to coordinate the investigation of economic crimes is important.

RECIC is being established to provide such coordination.

OBA and Portland both desire that a mutually agreed upon Portland Police Bureau Program Coordinator become the Program Coordinator of RECIC full-time, while retaining the status of a full-time Portland Police Bureau Program coordinator.

**1. AGREEMENT**

Portland will provide a mutually agreed upon Portland Police Bureau Program Coordinator as the fulltime Program Coordinator of RECIC (PC).

**2. REIMBURSEMENT OF COSTS**

**a. Primary Costs**

The salaries, insurance, retirement and other benefits of the full-time Portland Police Bureau Program Coordinator shall be paid by OBA to and for the PC. Portland shall bill OBA quarterly for these costs. OBA agrees to fully compensate Portland within thirty (30) days after receiving the bill.

**3. TERM**

The term of this agreement is from July 28, 2004 to July 28, 2005. Thereafter, this agreement is considered to be automatically renewed for additional one (1) year terms without the objection of either party.

**4. TERMINATION**

a. Either party may terminate this agreement for its convenience and without penalty by giving the other party thirty (30) days written notice of its intention to terminate.

b. If OBA is unable to appropriate sufficient funds to pay Portland for the PC's wages, benefits and other costs provided for in this agreement, OBA shall notify Portland and the agreement shall terminate as of the end of the last quarter for which such appropriations are available.

**5. LIABILITY**

a. Subject to the conditions and limitations of the Oregon Constitution and Oregon Tort claims Act, ORS 30.260 through 30.300, Portland shall defend, indemnify and save harmless OBA, its officers, agents and employees from and against all liability, loss and costs arising out of or resulting from the acts or omissions of Portland, its officers, employees and agents under this agreement.

b. Portland shall be responsible for all workers' compensation benefits and costs for its employees for occupational injuries or diseases arising from the performance of services under this agreement.

**6. INTEGRATION**

This agreement contains the entire agreement between the parties and supersedes all prior written and oral discussions or agreements.

**7. ATTORNEY FEES**

In the event a lawsuit is instituted to obtain performance of any kind under this agreement, the prevailing party shall be entitled to such additional sums as the court may adjust for reasonable attorney fees, all costs and disbursements, including attorney fees costs and disbursements on appeal.

**8. SEVERABILITY**

The parties agree that if any term or provision of this agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected.

**9. NOTICES**

Any notices, bills, invoices, or reports required by this agreement shall be sent by the parties in the United States mail, first class postage paid, or personnel delivered to the addresses below:

**PORTLAND**

Portland Police Bureau  
1111 SW Second Avenue  
Room 1406  
Portland, OR 97204  
OR 97204 Attn: Fiscal Services

**OBA**

Oregon Bankers Association  
777 13<sup>th</sup> St SE  
Suite 130  
Salem, OR 97301  
Attn: Tom Perrick

The parties have caused this agreement to be executed by their duly appointed officers.

**CITY OF PORTLAND**

By: \_\_\_\_\_

Vera Katz

Mayor

By: \_\_\_\_\_

Gary Blackmer

City Auditor

**OREGON BANKERS ASSOCIATION**

By: Thomas A. Perrick 7.19.04

Tom Perrick

President and CEO

Approved as to form:

Linda Meng  
Linda Meng, City Attorney, Portland