

State of Oregon/City of Portland
INTERGOVERNMENTAL AGREEMENT
For the Use of Oregon Department of Justice and
Oregon High Intensity Drug Trafficking Area Program Funds

INTERGOVERNMENTAL AGREEMENT

COP Contract Number: #30003322

OSP Contract Number: IGA-372-2015

This Agreement is made by and between the State of Oregon acting by and through its Department of State Police ("OSP") on behalf of its Criminal Investigations Division ("CID"), and the City of Portland, Oregon acting on behalf of its Police Bureau (aka Portland Police Bureau hereinafter referred to as "Portland Police Bureau" or "PPB") and its Drugs and Vice Division (DVD).

RECITALS:

- A. WHEREAS, the Portland Police Bureau desires to use the investigative services of the Oregon State Police Criminal Investigations Division to perform services related to the Oregon Department of Justice (ODOJ) High Intensity Drug Trafficking Area (HIDTA) Interdiction Team housed in part with PPB, and
- B. WHEREAS, the Oregon State Police Criminal Investigations Division desires to provide communication, sharing of intelligence and investigative services required by the Portland Police Bureau to assist in solving drug-related crimes, and
- C. WHEREAS, the Oregon State Police 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 for services provided by the Oregon State Police Criminal Investigations Division for work performed as a subcontractor on drug-related cases, and
- E. WHEREAS, the PPB and OSP desire to enter into this Intergovernmental Agreement.

NOW, THEREFORE, the PPB and OSP agree as follows:

1. TERM

This Agreement shall be effective as of June 1, 2013, through December 31, 2016, the length of the 2013, 2014, and 2015 HIDTA grant award, or until grant funds are exhausted unless earlier terminated in accordance with Section 6 of this Agreement or modified as provided in Section 14.

2. RESPONSIBILITIES OF OSP

OSP agrees to:

- 2.1 Provide three trooper detectives and a sergeant to the HIDTA Task Force. One detective is assigned to PPB DVD, one to the Roseburg OSP Office and one to the Bend OSP Office. The sergeant is assigned to general headquarters in Salem. These personnel will assist in providing professional investigative services focused on the mission of interdiction of illegal drugs and drug proceeds being transported to, from, and through the Oregon HIDTA Region.
- 2.2 Provide consistent communication with PPB.

State of Oregon/City of Portland
INTERGOVERNMENTAL AGREEMENT
For the Use of Oregon Department of Justice and
Oregon High Intensity Drug Trafficking Area Program Funds

187125

- 2.3 Share information and intelligence as related to HIDTA Interdiction Team enforcement activities.
- 2.4 Aid in providing information required for quarterly HIDTA Performance Management Process reporting.
- 2.5 Submit monthly invoices for approved overtime and travel expenses.

3. RESPONSIBILITIES OF PPB

PPB agrees to:

- 3.1 Provide consistent communication with the assigned OSP trooper detectives and their supervisors.
- 3.2 Provide building access, adequate work stations, computers, printers and access to the PPB network.
- 3.3 Provide supervision of the trooper detective(s) assigned to the PPB DVD office in the absence of an OSP supervisor.

4. COMPENSATION, PAYMENT

- 4.1 Not-to-Exceed. The total Agreement costs shall not exceed \$150,000 when the HIDTA 2013, 2014, and 2015 awards are funded at 100 percent.
- 4.2 The PPB, through the ODOJ HIDTA grants, shall reimburse the OSP 100% of the total Agreement costs for services rendered including overtime and travel for professional investigative services that focus on the mission of interdiction of illegal drugs and drug proceeds being transported to, from, and through the Oregon HIDTA Region when submitted with proper expense reimbursement documentation.
- 4.3 Invoicing. The OSP shall submit invoices for overtime and travel expenditures to Portland Police Bureau Fiscal Division at the following address:

PPB Fiscal Division
Attn: Grants/Veronica Nordeen
1111 SW 2nd Ave., #1406
Portland, OR 97204

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

Oregon Department of State Police
Attn: Accounting
255 Capitol Street NE, Fourth Floor
Salem, OR 97301

5. COST SUMMARY

- 5.1 Summary of Costs.
- 5.2.1 Overtime, Fringe and Benefits.

State of Oregon/City of Portland
INTERGOVERNMENTAL AGREEMENT
For the Use of Oregon Department of Justice and
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187125

Overtime: Trooper Detective is calculated at an average overtime rate of \$54.42 per hour.

Fringe & Benefits	Computation	Average Rate/hour
Retirement	\$54.42 x 18.67%	\$10.21
PERS Bond Retirement	\$54.42 x 6.7%	\$3.65
Social Security	\$54.42 x 7.65%	\$4.16
Total Overtime, Fringe & Benefits		<u>\$135,000</u>

5.2.2 Travel.

Travel expenses related to HIT operations may be reimbursed in amounts allowed by the Oregon Account Manual and the High Intensity Drug Trafficking Areas Program Policy & Budget Guidance.

Total Travel: \$15,000

5.2.3 Total Overtime, Fringe & Benefits and Travel.

Grand Total **\$ 150,000**

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 State of Oregon or the City of Portland, which accrued prior to 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 STATE IS JOINTLY LIABLE WITH THE CITY (OR WOULD BE IF JOINED IN THE THIRD PARTY CLAIM), THE STATE SHALL CONTRIBUTE TO THE AMOUNT OF EXPENSES

State of Oregon/City of Portland
INTERGOVERNMENTAL AGREEMENT
For the Use of Oregon Department of Justice and
Oregon High Intensity Drug Trafficking Area Program Funds

(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 STATE 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 STATE 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 STATE'S CONTRIBUTION AMOUNT IN ANY INSTANCE IS CAPPED TO THE SAME EXTENT IT WOULD HAVE BEEN CAPPED UNDER OREGON LAW IF THE STATE HAD SOLE LIABILITY IN THE PROCEEDING.

- 7.3 WITH RESPECT TO A THIRD PARTY CLAIM FOR WHICH THE CITY IS JOINTLY LIABLE WITH THE STATE (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 THE STATE IN SUCH PROPORTION AS IS APPROPRIATE TO REFLECT THE RELATIVE FAULT OF THE CITY ON THE ONE HAND AND OF THE STATE 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 STATE 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.

State of Oregon/City of Portland
INTERGOVERNMENTAL AGREEMENT
For the Use of Oregon Department of Justice and
Oregon High Intensity Drug Trafficking Area Program Funds

187125

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 which are related to this Agreement for the purpose of examination, copying and audit, unless otherwise limited by law. The books, documents and other records related to this Agreement 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 OSP 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 OSP 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 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

187125

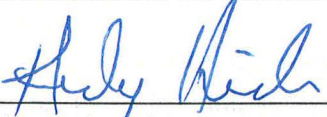
State of Oregon/City of Portland
INTERGOVERNMENTAL AGREEMENT
For the Use of Oregon Department of Justice and
Oregon High Intensity Drug Trafficking Area Program Funds

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

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.

STATE OF OREGON
Acting by and through its
DEPARTMENT OF STATE POLICE



Major Andy Heider

Date: 3-13-15

CITY OF PORTLAND, OREGON:

Charlie Hales, Mayor

Date: _____

Approved: _____

Mary Hull Caballero, City Auditor

Date: _____

Oregon Dept. of Justice
Legal sufficiency review not required
per OAR 137-045-0030
or by ORS 190.430

Approved as to form:

APPROVED AS TO FORM

By: 

City of Portland Attorney

CITY ATTORNEY

Date: 4/21/15