



**MULTNOMAH COUNTY
INTERGOVERNMENTAL AGREEMENT
Contract Number DA-IGA-R-16392-2024**

This is an Intergovernmental Agreement between City of Portland ("Agency") and Multnomah County (County). County and Agency may be referred to collectively as the "Parties" and individually as "Party."

CONTRACTOR ADDRESS:

City of Portland
1120 SW 5th Avenue
Portland, Oregon 97204

PURPOSE:

The purpose of this Contract is to establish a collaborative partnership between the Agency and the County whereby the Agency agrees to fund 3 Full Time Employment (FTE) County positions that shall perform services as stated in item 4 of this Intergovernmental Agreement.

The Parties agree as follows:

1. **TERM.** The term of this Contract shall be from Saturday, July 01, 2023 to Monday, June 30, 2025.
2. **FUNDING.** Agency shall reimburse the County for its expenses incurred in an amount not to exceed \$700,000.
Funds provided are to pay for salary, benefits, and insurance expenses incurred by County for performance of these Project.
County shall submit quarterly billings, no later than 30 days after the end of the calendar quarters ending: September 30, December 31, March 31, and June 30.
3. **RESPONSIBILITIES OF AGENCY.** The Agency agrees to fund 3 FTE positions in the amount of \$350,000.00 per fiscal year of the Agreement.
4. **RESPONSIBILITIES OF COUNTY.** The County agrees to provide 3 FTE County positions:
 - 1) An Auto Theft Task Force DA Investigator to reduce auto thefts in Multnomah County by collaborating with law enforcement in ongoing programs such as the data driven PPB/OHSU stolen car project as well new efforts to prevent auto theft and target offenders. The Investigator in this position is closely working on targeted missions with police to identify the most prolific auto thieves in Multnomah County by providing investigative services within MCDA to ensure, in part, the successful prosecution of cases.
The Investigator assigned to this position will conduct investigations of cases and Grand Jury matters related to organized effort of the task force with the Portland Police Bureau, Gresham Police Department, and the Multnomah County Sheriff's Office to reduce auto theft through improved investigations, case preparation, law enforcement training, prosecutions, and community outreach aimed at vehicle theft prevention.
 - 2) An Organized Retail Theft Task Force DA Investigator to combat an epidemic of organized retail theft by working with business owners and law enforcement. The Investigator conducts investigations of cases and grand jury matters related to the task force involving district

attorneys, law enforcement and retailers to address barriers to tackling retail crime, including improved strategies targeting the most prolific offenders, training, and case preparation. The outcome of this effort is a reduction in organized retail theft, a safer environment for consumers, and an improved business climate.

Organized retail theft involves multiple persons or prolific individuals stealing typically high value merchandise to resell for profit. This theft represents billions of dollars in losses for the retail industry nationwide. Small business owners in the community are impacted alongside large retailers. Effective January 1st, 2024 retail theft prosecutors have new statutory tools allowing for cross jurisdictional charging and great ability to aggregate thefts for enhanced penalties. These new laws will enhance the ability of the organized retail theft DDA to prosecute the worst offenders and to assist business owners. The DA Investigators will impact the outcome of the prosecution of cases by their investigative services within the MCDA.

- 3) A Combined 1.00 FTE Auto Theft Task Force and Organized Retail Task Force DA Legal Assistant 2 (LA2), to provide assistance for the two Projects.
5. **TERMINATION.** This Contract may be terminated by either party upon 30 day's written notice.
6. **INDEMNIFICATION.** Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, County shall indemnify, defend and hold harmless the City of Portland from and against all liability, loss and costs arising out of or resulting from the acts of County, its officers, employees and agents in the performance of the Contract. Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, the City of Portland shall indemnify, defend and hold harmless County from and against all liability, loss and costs arising out of or resulting from the acts of the City of Portland, its officers, employees and agents in the performance of the Contract.
7. **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.
8. **ADHERENCE TO LAW.** Each Party shall comply with all federal, state and local laws and ordinances applicable to the Contract.
9. **NON-DISCRIMINATION.** Each Party shall comply with all requirements of federal and state civil rights and rehabilitation statutes and local non-discrimination ordinances.
10. **ACCESS TO RECORDS.** Each Party shall have access to the books, documents and other records of the other which are related to the Contract for the purpose of examination, copying and audit, unless otherwise limited by law.
11. **SUBCONTRACTS AND ASSIGNMENT.** Neither Party will subcontract or assign any part of the Contract without the written consent of the other Party.

12. **PAYMENT/BILLING.** All invoices must be billed to "Multnomah County" and include the following information:

- 1) Invoice number and invoice date,
- 2) Vendor name and address,
- 3) Multnomah County contract number **DA-IGA-R-16392-2024**,
- 4) Description of goods and/or services delivered,
- 5) Detail units of measure, price per unit, extended amount per line items; and
- 6) Total invoice amount.

13. **ORS 190-COOPERATION OF GOVERNMENT UNITS.** This Contract is an intergovernmental agreement subject to Chapter 190 of the Oregon Revised Statutes. The Contract is a 190 IGA and constitutes an authorization by a public body under ORS 190.010 or 190.110 for a Party to perform one or more inherent governmental responsibilities of or for the other Party.

14. **THIS IS THE ENTIRE AGREEMENT.** This Contract constitutes the entire agreement between the Parties. This Contract may be modified or amended only by the written agreement of the Parties.

MULTNOMAH COUNTY INTERGOVERNMENTAL AGREEMENT
Contract Number: DA-IGA-R-16392-2024

CONTRACTOR SIGNATURE

I have read this Contract including any attached Exhibits and Attachments. I understand the Contract and agree to be bound by its terms.

Signature: _____ Title: _____

Name (print): _____ Date: _____

Signature: _____ Title: _____

Name (print): _____ Date: _____

Signature: _____ Title: _____

Name (print): _____ Date: _____

MULTNOMAH COUNTY SIGNATURE

This Contract is not binding on the County until signed by the Chair or the Chair's designee.

County Chair or Designee: _____ Date: _____

Multnomah County District Attorney:

Signature _____ Date: _____

Multnomah County District Attorney Finance Manager:

Signature : _____ Date: _____
