

## INTERGOVERNMENTAL AGREEMENT

This is an intergovernmental agreement (IGA) between MULTNOMAH COUNTY by and through Multnomah County Sheriff's Office (MCSO), and the CITY OF PORTLAND by and through the Portland Police Bureau (PPB).

### PURPOSE

The purpose of this IGA is to provide for the dispersal of civil forfeiture proceeds between COUNTY and PPB as required by ORS 475A.120 (3).

### RECITALS

**WHEREAS** Multnomah County is a "forfeiting agency" as defined in ORS 475A.005 (5); and Multnomah County Sheriff's Office is the "seizing agency" for Multnomah County as that term is defined in ORS 475A.005 (13); and

**WHEREAS** City of Portland is a "forfeiting agency" as defined in ORS 475A.005 (5); and Portland Police Bureau is the "seizing agency" for the City of Portland as that term is defined in ORS 475A.005 (13); and

**WHEREAS** Multnomah County Attorney's Office is the "forfeiture counsel" for Multnomah County as that term is defined in ORS 465A.005 (6); and

**WHEREAS** Office of City Attorney for Portland is the "forfeiture counsel" for the City of Portland as that term is defined in ORS 465A.005 (6); and

**WHEREAS** ORS Chapter 475A is a uniform statutory scheme providing for all non-federally based forfeiture actions occurring in the State of Oregon; and

**WHEREAS**, COUNTY and PPB wish to enter into a cooperative and mutually beneficial arrangement for the distribution of forfeited property or proceeds under ORS Chapter 475A as required by ORS 475A.120 (3); now therefore,

### THE PARTIES HEREBY AGREE AS FOLLOWS:

#### I. TERM

The term of this IGA shall be from July 1, 2009 to June 30, 2010, and shall automatically renew each July 1 thereafter unless mutually agreed in writing by both parties.

#### II. AGREEMENTS

A. When judgment of civil forfeiture is entered in favor of PPB as the forfeiting agency where forfeiture counsel is the City Attorney, after payment of costs

under ORS 475A.120 (a) and disbursement of proceeds under ORS 475A.120 (b), PPB shall pay a portion of the proceeds to the COUNTY as follows:

1. If MCSO did not participate in any way in the PPB operation that resulted in the seizure of the forfeited property-0% of the proceeds.
2. If MCSO participated in the PPB operation that resulted in the seizure of the forfeited property by providing PPB officers to aid in the final arrest and seizure-0%
3. If MCSO and PPB enter into an agreement for a joint operation that results in forfeiture proceeds- a percentage of the proceeds that in commensurate with MCSO's involvement in the operation.

B. When a judgment of civil forfeiture is entered in favor of MSCO as the forfeiting agency where forfeiture counsel is the County Attorney, after payment of costs under ORS 475A.120 (b), MCSO shall pay a portion of the forfeiture proceeds to CITY as follows:

1. If PPB did not participate in any way in the MCSO operation that resulted in the seizure of forfeited property-0%
2. If PPB participated in the MCSO operation that resulted in the seizure of the forfeited property by providing PPB officers to aid in the final arrest and seizure-0% of the proceeds.
3. If MCSO and PPB enter into an agreement for a joint operation that results in forfeiture proceeds-a percentage of the proceeds that is commensurate with PPB's involvement in the operation.

C. In the case of a joint operation as described in II. A. 3 and II. B. 3 above, the percentage of involvement of each agency shall be agreed upon between the respective agencies at the time the agencies agree to the joint operation. The respective agencies will confirm the agreed upon percentage in writing.

### **III. GENERAL TERMS AND CONDITIONS**

#### **A. Modification**

This agreement may be amended or altered at any time provided the parties agree to such change(s) in writing.

#### **B. Termination**

This IGA may be terminated by any party upon 60 days written notice.

C. Access to Records

Each party shall have access to the books, documents, and other records to the other which are related to this IGA for the purpose of examination, coping, and audit, as needed to comply with reporting or other legal obligations of any party, unless otherwise limited by law.

D. Subcontracts and Assignment

No party to this IGA will subcontract or assign any part of this IGA without the written consent of the other parties.

E. No Third Party Rights

Nothing in this IGA shall be construed to create rights in any third party or other entity not a party hereto.

F. This Is The Entire Agreement

This IGA constitutes the entire agreement between the parties. This may be modified or amended only by the written agreement of the parties.

MULTNOMAH COUNTY

CITY OF PORTLAND

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Multnomah County

\_\_\_\_\_  
City Auditor

APPROVED AS TO FORM

*Linda Henry*  
CITY ATTORNEY

*6/10*

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Mayor Sam Adams