

State of Oregon/City of Portland
INTERGOVERNMENTAL AGREEMENT
For the Use of the Office of National Drug Control Policy and
the National High Intensity Drug Trafficking Area Program Grant Funds

INTERGOVERNMENTAL AGREEMENT

Contract Number: 30001040

This agreement is made and entered into pursuant to the authority found in ORS 190.010 et seq. and ORS 206.345 by and between the State of Oregon Department of State Police (OSP), jointly with and on behalf of the City of Portland, Oregon Police Bureau Drugs and Vice Division.

PURPOSE:

The purpose of this agreement is to provide funds to OSP for labor, operating equipment and supplies, and travel costs for work performed on cases submitted as part of the National High Intensity Drug Trafficking Area (HIDTA) grant administered by the Portland Police Bureau Drugs and Vice Division (PPB DVD).

The parties agree as follows:

1. TERM

This agreement shall extend from January 1, 2009, through December 31, 2010, the length of the grant, or until grant funds are exhausted, whichever comes first, unless earlier terminated in accordance with Section 6 of this agreement or modified as provided in Section 13.

2. RESPONSIBILITIES OF OSP:

OSP agrees to:

- Provide three full-time trooper detectives and a sergeant to the task force. One detective is assigned to PPB DVD, one to the Klamath Falls OSP Office and one to the Baker City OSP Office. The sergeant is assigned to the Salem OSP Office.
- Provide consistent communication, information sharing and intelligence with the HIDTA interdiction task force housed with PPB DVD.

3. RESPONSIBILITIES OF PPB DVD:

PPB DVD agrees to:

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

4. COMPENSATION

Total project costs to be realized by OSP will not exceed \$38,860. The City, through the Office of National Drug Control Policy (ONDCP) and the HIDTA Program grant, will reimburse the State of Oregon 100% of the total project costs for services rendered, which will include labor, operating equipment and supplies, and travel costs for work performed on cases submitted as part of the HIDTA grant administered by PPB DVD, with proper expense reimbursement documentation. The reimbursement will be actual billings submitted to Portland Police Bureau Fiscal Division no more frequently than once every 30 days nor longer than every 90 days. The City shall send payment to the State of Oregon within thirty (30) days after receipt of each billing.

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The FY 2009 budget is as follows:

| | |
|-------------------------------|-----------------|
| Overtime | \$ 9,500.00 |
| Travel | 1,500.00 |
| Wireless internet data access | <u>3,000.00</u> |
| | \$14,000.00 |

The FY 2010 budget is as follows:

| | |
|-------------------------------|-----------------|
| Overtime | \$20,000.00 |
| Travel | 1,500.00 |
| Wireless internet data access | <u>3,360.00</u> |
| | \$24,860.00 |

These amounts can be reprogrammed into other categories that are allowable under the HIDTA program providing a written request is provided to PPB requesting the change.

5. EARLY TERMINATION

This agreement may be terminated prior to December 31, 2010, upon exhaustion of HIDTA grant funds, 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 such termination.

6. INDEMNIFICATION

Subject to the conditions or limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, City shall indemnify, defend and hold harmless OSP from and against all liability, loss and costs arising out of or resulting from the acts of City, its officers, employees and agents in the performance of this agreement. Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, OSP Lab shall indemnify, defend and hold harmless City from and against all liability, loss and costs arising out of or resulting from the acts of OSP its officers, employees and agents in the performance of this agreement.

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. 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.

9. NON-DISCRIMINATION

Parties will comply with all federal, state, and local statutes regarding civil rights and non-discrimination practices.

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10. **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.

11. **SUBCONTRACTS AND ASSIGNMENT**

Neither party will subcontract or assign any part of this agreement without the written consent of the other party.

12. **FORCE MAJEURE**

Neither OSP nor PPB DVD 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 nor PPB DVD. Each party shall, however, 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.

13. **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.

14. **THIS IS THE 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.

15. **ADDITIONAL TERMS AND CONDITIONS: NONE**

OREGON STATE POLICE:

CITY OF PORTLAND, OREGON:

Timothy F. McLain, Superintendent

Sam Adams, Mayor

Date: _____

Date: _____

Approved: _____
LaVonne Griffin-Valade, City Auditor

Date: _____

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Oregon Dept. of Justice
Exempt from legal sufficiency review
per OAR 137-045-0030

Approved as to form:

By: **APPROVED AS TO FORM**

Paula Menge
City Attorney

Date: **CITY ATTORNEY**

4/15/10

Reviewed by OSP Procurement:

By: _____
Marie E. McHone, Manager

Date: _____