

INTERGOVERNMENTAL AGREEMENT
Multnomah County Clandestine Drug Lab Equipment and Training

This Agreement is between the State of Oregon, acting by and through its Department of Environmental Quality (DEQ) and **Multnomah County Sheriff's Office**.

Multnomah County Sheriff's Office Data	DEQ DATA
<p>Agreement Administrator: Jason Gates</p> <p>Organization: Multnomah County Sheriff's Office</p> <p>Address: 501 SE Hawthorne Blvd., Suite 350 Portland, OR 97214</p> <p>503-988-4300</p> <p>jason.gates@mcsso.us</p> <p>Federal Tax ID: 93-6002309</p>	<p>Agreement Administrator: Michael Zollitsch</p> <p>Dept. of Environmental Quality</p> <p>700 NE Multnomah Street Suite 600 Portland, OR 97232</p> <p>503-229-6931</p> <p>zollitsch.michael@deq.state.or.us</p>

1. **Background** DEQ receives funds from asset forfeiture proceeds due to the commission of crimes as described in ORS 161.515. DEQ's use of these funds is limited and described in ORS 475.495. DEQ's use of this fund includes funding safety certification training and personal protective equipment for law enforcement personnel assigned to respond to illegal drug manufacturing sites. The purpose of this agreement is to provide funds to Multnomah County Sheriff's Office for personnel training and equipment used in responding to illegal drug manufacturing sites. Multnomah County Sheriff's office investigates and process dangerous clandestine drug laboratories in the Portland Metro area. Multnomah County recently took over police services for two additional cities (Fairview and Troutdale) and has one of the larger drug lab programs in the state. It is not uncommon to deploy teams simultaneously. Analysis indicates that two TruNarc analyzers would be utilized and will lead to efficiencies in officer deployment. Additionally during the term of this agreement, it is anticipated that training may be necessary to provide for officer certification and safety
2. **Authority.** DEQ has authority under Oregon Revised Statute (ORS) 475.495(5)(c) to fund safety certification training and personal protective equipment for law enforcement personnel assigned to respond to illegal drug manufacturing sites. DEQ has authority under ORS 190.110 to cooperate for any lawful purpose with a unit of local government.
3. **Effective Date and Duration** This Agreement is effective on the date that every party has signed this Agreement and, when required, approved by the Department of Justice. Unless earlier terminated or extended, this Agreement expires **June 30, 2019**.
4. **Agreement Documents.** This Agreement consists of this document and the attached Exhibit A (Statement of Work).
5. **Statement of Work** The statement of work (Work), including the delivery schedule is contained in attached Exhibit A. Multnomah County agrees to perform the Work in accordance with the terms and conditions of this Agreement.
6. **Consideration** The maximum, not-to-exceed compensation payable to Multnomah County under this Agreement, which includes any allowable expenses, is **\$70,000**. Interim payments to Multnomah County will be made only in accordance with the schedule and requirements described in Exhibit A.
7. **Invoicing/Payments**
 - A. Multnomah County will not submit invoices for, and DEQ will not pay, any amount in excess of the maximum not-to-exceed compensation amount identified in this Agreement. If this maximum compensation amount is increased by amendment of this Agreement, the amendment must be fully effective before Multnomah County performs work subject to the amendment. Multnomah County will notify DEQ's Agreement Administrator in writing sixty (60) calendar days before this Agreement expires of any proposed amendments to the Agreement.
 - B. Multnomah County may submit multiple invoices for equipment and training listed in Exhibit A, but no more frequently than one per calendar month. The invoices must itemize and explain all expenses for which reimbursement is claimed, include a copy of receipt(s) for equipment and training listed on the invoice that Multnomah County has purchased under this Agreement, and the DEQ Agreement number. Invoices are subject to the review and approval of the DEQ Agreement Administrator. Invoices must be emailed to DEQ **Contracts Office at DEQEXP@deq.state.or.us**
Invoice payments will be sent to Multnomah County Sheriff's Office Fiscal Unit (same address as above).
8. **Travel and Travel Related Expenses** Travel and other expenses of Multnomah County will not be reimbursed by DEQ.
9. **Amendments** The terms of this Agreement will not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties.
10. **Termination** This Agreement may be terminated by mutual consent of both parties or by either party upon 30 days written notice. This notice may be transmitted in person, by mail, facsimile or by Email. If this Agreement is terminated under this Section 10, DEQ will pay for approved unpaid invoices and services performed within any limits set forth in this Agreement.

- 11. Funds Available and Authorized** Multnomah County shall not be compensated for Work performed under this Agreement by any other agency or department of the State of Oregon. DEQ certifies that it has sufficient funds currently authorized for expenditure to finance the costs of this Agreement within the DEQ's current biennial appropriation or limitation. Multnomah County understands and agrees that DEQ's payment of amounts under this Agreement is contingent on DEQ receiving appropriations, limitations, allotments or other expenditure authority sufficient to allow DEQ, in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement.
- 12. Captions** The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this Agreement.
- 13. Access to Records** Multnomah County will maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Multnomah County will maintain any other records pertinent to this Agreement in such a manner as to clearly document Multnomah County's performance. The Oregon Secretary of State's Office and the federal government and their duly authorized representatives will have access to such financial records and other books, documents, papers, plans, records of shipments and payments and writings of Multnomah County that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. Multnomah County will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.
- 14. Compliance with Applicable Law** Multnomah County will comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the work performed under this Agreement. Without limiting the generality of the foregoing, Multnomah County expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) ORS Chapter 659, as amended; (ix) all regulations and administrative rules established pursuant to the foregoing laws; and (x) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and (xi) ORS 279A, ORS 279B, ORS 279C as applicable to Multnomah County. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated.
- 15. Recycled Products** Multnomah County shall, to the maximum extent economically feasible in the performance of this Agreement, use recycled paper (as defined in ORS 279A.010(1)(ee)), recycled PETE products (as defined in ORS 279A.010(1)(ff)), and other recycled products (as "recycled product" is defined in ORS 279A.010(1)(gg)).
- 16. Contribution** 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.
- With respect to a Third Party Claim for which the State is jointly liable with Multnomah County (or would be if joined in the Third Party Claim), the State 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 Multnomah County in such proportion as is appropriate to reflect the relative fault of the State, on the one hand, and of Multnomah County, 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 Multnomah County, 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. With respect to a Third Party Claim for which Multnomah County is jointly liable with the State (or would be if joined in the Third Party Claim), Multnomah County 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 Multnomah County, 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 Multnomah County, 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. Multnomah County'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.
- 17. Alternative Dispute Resolution** The parties shall 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.

18. Merger Clause THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. MULTNOMAH COUNTY, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT HE/SHE HAS READ THIS AGREEMENT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

19. THE PERSONS SIGNING THIS AGREEMENT REPRESENT AND WARRANT THAT THEY HAVE THE POWER AND AUTHORITY TO ENTER INTO THIS AGREEMENT.

Approved by Multnomah County Sheriff's Office:

Michael Reese, Sheriff Date

Approved by DEQ:

Lydia Emer, Division Administrator Date

19-13310-33572
Index/PCA/Project _____
Mark Brown, Financial Services Manager Date

EXHIBIT A

**INTERGOVERNMENTAL AGREEMENT
Multnomah County Clandestine Drug Lab Equipment and Training**

STATEMENT OF WORK

Under this agreement:

DEQ will provide funding to reimburse Multnomah County for personnel training and equipment used in responding to illegal drug manufacturing sites

Multnomah County will purchase:

Equipment: two (2) TruNarc, or equivalent, drug detection analyzers and incidental components (i.e. software, warranty, etc.). Total allowed for reimbursement by DEQ not to exceed \$60,000.

Health and Safety Training for Multnomah County Sheriff's officers assigned to respond to illegal drug manufacturing sites. Multnomah County must submit proposals for training in writing to DEQ Agreement Administrator prior to the training taking place. DEQ Agreement Administrator will review proposals on a case by case basis and respond in writing. Total allowed for reimbursement by DEQ not to exceed \$10,000.