

INTERGOVERNMENTAL AGREEMENT

This is an intergovernmental agreement (IGA) between the CITY OF GRESHAM, an Oregon municipal corporation, (hereinafter referred to as "CITY") by and through the Gresham Police Department (hereinafter "GPD") and MULTNOMAH COUNTY (hereinafter referred to as "COUNTY") by and through the Multnomah County Sheriff's Office (hereinafter referred to as "MCSO").

PURPOSE

The purpose of this IGA is to provide for the dispersal of civil forfeiture proceeds between CITY and COUNTY as required by ORS § 131A.355 and ORS 131A.360(2).

RECITALS

WHEREAS the CITY is a "forfeiting agency" as defined in ORS 131A.005(4) and GPD is a "seizing agency" as defined in ORS 131A.005(15);

WHEREAS the COUNTY is a "forfeiting agency" as defined in ORS 131A.005(4) and MCSO is a "seizing agency" as defined in ORS 131A.005(15);

WHEREAS the Gresham City Attorney's Office is the "forfeiture counsel" for the CITY as defined in ORS 131A.005(5);

WHEREAS Multnomah County Attorney's Office is the "forfeiture counsel" for Multnomah County as defined in ORS 131A.005(5);

WHEREAS ORS Chapter 131A is a uniform statutory scheme providing for all non-federally based forfeiture actions occurring in the State of Oregon; and

WHEREAS, CITY and COUNTY wish to enter into a cooperative and mutually beneficial arrangement for the distribution of forfeited property or proceeds under ORS Chapter 131A, as required by ORS 131A.355 (2011), now therefore,

THE PARTIES HEREBY AGREE AS FOLLOWS:

I. TERM

The Term of this Intergovernmental Agreement shall be from July 1, 2012, and shall automatically renew each July 1 thereafter unless mutually agreed in writing to be terminated or amended.

- A. When judgment of civil forfeiture is entered in favor of CITY as a forfeiting agency where forfeiture counsel is the City Attorney, after payment of costs under 131A.360(3) and disbursement of proceeds under ORS 131A.360(4), CITY shall pay a portion of the proceeds to the COUNTY as follows:

1. If MSCO did not participate in any way in the GPD operation that resulted in the seizure of the forfeited property: 0 % of the proceeds.
 2. If MCSO participated in the GPD operation that resulted in the seizure of the forfeited property by providing MCSO officers to aid in the final arrest and seizure: 0% of the proceeds.
 3. If MCSO and GPD enter into an agreement for a joint operation that result in forfeiture proceeds: a percentage of the proceeds that is 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 131A.360(3) and disbursement of proceeds under ORS 131A.360(4), MCSO shall pay a portion of the forfeiture proceeds to CITY as follows.
1. If GPD did not participate in any way in the GPD operation that resulted in the seizure of the forfeited property: 0% of the proceeds.
 2. If GPD participated in the GPD operation that resulted in the seizure of the forfeited property by providing GPD officers to aid in the final arrest and seizure: 0% of the proceeds.
 3. If GPD and MCSO enter into an agreement for a joint operation that results in forfeiture proceeds: a percentage of proceeds that is commensurate with GPD's involvement in the operation.
- C. In the case of a joint operation as described in I, A. 3. and I, 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.

II. GENERAL TERMS AND CONDITIONS

A. Modifications

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 sixty (60) days written notice.

C. Access to Records

Each party shall have access to the books, documents, and other records of the other which are related to this IGA for the purpose of examination, copying 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 Intergovernmental Agreement will subcontract or assign any part of this IGA without written consent of the other parties.

E. No Third Party Rights

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

F. This is The Entire Agreement

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

CITY OF GRESHAM

MULTNOMAH COUNTY

Erik Kvarsten, City Manager

[name, title]

Date

Date

Craig Junginger, Chief of Police



Dan Staton, Sheriff

Date

7-9-12

Date

APPROVED AS TO FORM:

APPROVED AS TO FORM:

City Attorney or designee

County Counsel

Date

Date