

**FILED**

BOOK 154 PAGE 2003

AUG 01 1994

COUNTY CLERK

BY Gat Burke

IN THE BOARD OF COMMISSIONERS OF LANE COUNTY, OREGON

ORDER NO. 94-7-26-17

) IN THE MATTER OF AUTHORIZING  
) AN INTERGOVERNMENTAL LAW  
) ENFORCEMENT / MARIJUANA  
) ERADICATION AGREEMENT WITH THE  
) OREGON DEPARTMENT OF JUSTICE

The Board of County Commissioners of Lane County orders as follows:

THIS MATTER having come before the Board of County Commissioners for the establishment of a certain intergovernmental agreement between the Lane County Sheriff's Office and the Oregon Department of Justice.

WHEREAS, the Board of County Commissioners have previously authorized the Sheriff's Office to negotiate intergovernmental agreements under the authority of Article 11, Section 8 of the Lane County Home Rule Charter and ORS Chapter 190.

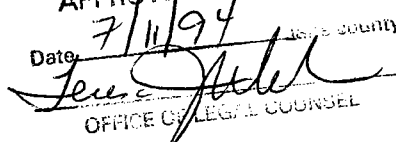
WHEREAS, the Sheriff's Office has negotiated with the Oregon Department of Justice to provide marijuana eradication patrols beginning January 1, 1994 through December 31, 1994.

NOW, THEREFORE, IT IS HEREBY ORDERED that the Board of County Commissioners delegates authority to the County Administrator to execute, the Intergovernmental Agreement with the Oregon Department of Justice, a copy of which is attached as Exhibit "A".

Ordered this 26th day of July 1994.

  
Chair, Lane County Board of Commissioners

IN THE MATTER OF AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT/MARIJUANA ERADICATION AGREEMENT WITH THE OREGON DEPARTMENT OF JUSTICE.

APPROVED AS TO FORM  
Date 7/11/94 Lane County  
  
OFFICE OF LEGAL COUNSEL

THEODORE R. KULONGOSKI  
ATTORNEY GENERAL

THOMAS A. BALMER  
DEPUTY ATTORNEY GENERAL



## DEPARTMENT OF JUSTICE

CRIMINAL JUSTICE DIVISION

240 Cottage Street SE  
Salem, Oregon 97310

Telephone: (503) 378-6347

FAX: (503) 373-1936

TDD: (503) 378-5938

June 22, 1994

### LETTER OF UNDERSTANDING

Re: 1994 Marijuana Eradication Project  
LOA No. \_\_\_\_\_

The following is an understanding between the Lane County Sheriff's Office hereinafter referred to as Recipient) and the OREGON DEPARTMENT OF JUSTICE hereinafter referred to as the Department concerning funds provided the Recipient by the Department in their mutual effort to locate and eradicate illicit cannabis fields and to investigate and prosecute cases before the courts of the United States and the State of Oregon:

1. The Department shall pay to the Recipient an amount not to exceed \$32,640.00 for the period January 1, 1994 to December 31, 1994, to defray costs of the Recipient relating to the eradication of illicit cannabis cultivation. These funds will be disbursed by the Department under this letter of understanding as reimbursement pursuant to the progress reports submitted to the Department by the Recipient. One report can be submitted covering the time period January through June and thereafter reports must be submitted on a monthly basis. The Recipient shall, with its own law enforcement personnel and employees, perform the activities described below:

- A. Gather and report intelligence data relating to the illicit, possession and distribution of marijuana.
- B. Investigate and report instances involving the trafficking in controlled substances.
- C. Provide staffing of law enforcement personnel for the eradication of illicit marijuana located within the jurisdiction of the Recipient.
- D. Arrest and bring to prosecution defendants charged with violation of the controlled substance laws.

- E. All seizures shall be reported to the Western States Information Network to allow for accurate documentation.
- F. Designate a specific full-time member of Recipient's agency to coordinate the Cannabis Eradication Program for the Recipient and to serve as a liaison between the Recipient and the Department.

2. Funds provided from the Department shall only be used by the Recipient to pay deputies'/officers, overtime, salary and overtime of reserve officers during the period of time they are engaged in the eradication process, and per them as appropriate, as well as other direct costs such as purchases of expendable equipment, rental of equipment and vehicles, and fuel for vehicles and aircraft and minor repairs and maintenance necessitated by their use. These funds shall not be used for the purchase of non-expendable equipment defined as property having a useful life of more than one year and an acquisition cost of \$300 or more per unit without the express approval of Department.

3. Payment by Department to the Recipient will be in accordance with a schedule determined by Department and said payment will be made pursuant to the execution by the Recipient of certain forms provided by the Department.

4. Employees of the Recipient shall at no time be considered employees of the State of Oregon (unless otherwise employed by the State of Oregon) for any purpose whatsoever, nor will this letter of understanding establish any agency relationship between the Recipient and the Department.

5. It is understood that the Recipient shall maintain complete and accurate reports, records and accounts of all obligations and expenditure of funds received from the Department under this letter of understanding in accordance with generally accepted accounting principle and in accordance with State laws and procedures for expending and accounting for its own funds. The Recipient shall further maintain its records of all obligations and expenditures of Department funds under this letter of understanding in accordance with all instructions provided by Department to facilitate on-site inspection and auditing of such records and accounts.

The Recipient shall permit and have available for examination and auditing by Department of their duly authorized agents and representatives, or the State of Oregon, any and all investigative reports, records, documents, accounts, invoices, receipts or expenditures relating to this letter of understanding.

In addition, the Recipient will maintain all such foregoing reports and records until all audits and examinations are completed and resolved, or for a period of three (3) years after termination of this letter of understanding, whichever is sooner.

6. The recipient agrees to comply with the organizational audit requirements of OMB Circular A-128, "Audits of State and Local Governments." In conjunction with the beginning date of the award, the audit report period of the state or local government entity to be audited under the single audit requirement is (11/94) to (12/94). The audit report must be submitted no later than (1/96) and each audit cycle thereafter covering the entire award period as originally approved or amended. The management letter must be submitted with the audit report. Subsequent audits must be submitted no later than thirteen (13) months after the close of the recipient organization's audited fiscal year.

The recipient agrees to submit their corrective action plan with the audit report to the Department when there are findings/recommendations disclosed in the audit report. The corrective action plan should include: (1) specific steps taken to comply with the recommendations; (2) timetable for performance and/or implementation date for each recommendation; and (3) description of monitoring to be conducted to ensure implementation.

7. The State of Oregon, by and through the Department is not obligated under this letter of understanding to pay any money from funds other than those funds received by the Department from the Drug Enforcement Administration under their marijuana eradication program. If the federal funding referred to in this letter of understanding is not obtained or continued at levels sufficient to allow for the amount indicated in paragraph one of this letter, this letter of understanding may be modified by the Department to accommodate a reduction in funds.

8. To the full extent permitted by the Oregon Constitution, by applicable charter and/or ordinance provisions, and by the Oregon Tort Claims Act, the Recipient shall indemnify, defend and hold harmless, within the limits of the Tort Claims Act, the State of Oregon acting by and through its Department of Justice, their officers, agents and employees against liability for damage to life or property arising from the Recipient's activity under this letter of understanding, provided the Recipient shall not be required to indemnify the foregoing parties for any such liability arising out of the wrongful acts of officers, employees or agents of the Department or the State of Oregon.

9. The Recipient will comply with Title VI of the Civil Rights Act of 1954 and with section 504 of the Rehabilitation Act of 1973, as amended, and with all requirements imposed by or pursuant to the regulations of the Department of Justice (28 CFR Part 42, Subparts C, D, and G) issued to those Acts relating to discrimination on the grounds of race, color, creed, sex, age, national origin or handicap and to equal employment opportunities.

10. This letter of understanding may be terminated by the Department effective upon written notice of the Recipient.

If the letter of understanding is acceptable to you, please sign the original in the space provided and return it to the Oregon Department of Justice. A duplicate original is enclosed for your records. with your help, we look forward to a successful cannabis eradication program this year.

Sincerely,

Oregon Department of Justice

By Charles E. Pritchard  
Charles E. Pritchard

By \_\_\_\_\_

Title: Chief Counsel  
Criminal Justice Div.  
Department of Justice

\_\_\_\_\_ Title

Date 6/23/94

Date \_\_\_\_\_

BY \_\_\_\_\_  
ROBERT L. MCMANUS, SHERIFF

DATE \_\_\_\_\_