

MEMORANDUM OF UNDERSTANDING
U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance
FY 2014 Intellectual Property Crime Enforcement Program Grant
Award #2015-BE-BX-0005

This Memorandum of Understanding (MOU) formally establishes collaboration between the City of Portland, Oregon Police Bureau (PPB), the Canby Police Department (Canby), Tigard Police Department (TPD), and the Woodburn Police Department (WPD) for the purposes of the U.S. Department of Justice, Office of Justice Programs (OJP), Bureau of Justice Assistance (BJA) FY 2014 Intellectual Property Crime Enforcement Program Grant in order to form the Intellectual Property Crimes Enforcement Task Force (IPCE TASK FORCE).

Goals and Objectives of IPCE TASK FORCE:

The goals of IPCE TASK FORCE are to continually collaborate to more effectively investigate Intellectual Property Crime (IPC), prosecute violators, and seize assets.

The objectives of IPCE TASK FORCE are to follow up on leads and referrals from partner agencies and brand protection representatives; conduct Internet research for infringing product sale sites; conduct regular inspections of brick and mortar and flea market locations for IPC violations; and ongoing public outreach and education opportunities to raise awareness regarding IPC.

Collaborative Relationships:

The partners named above have a working history of cooperation and coordination. The partners have worked together on investigations and/or search warrants in their respective jurisdictions. The partner agencies will attend the Portland area's newly created organized retail crime (ORC) meetings.

Participation in Developing the Application:

Since the inception of IPCE TASK FORCE, the partner agencies have been actively involved in developing the underlying model of response. Specifically for this grant program, PPB met with partners to review the status of the project and to come to an agreement regarding changes proposed or instituted since the inception of the IPCE TASK FORCE, the content of this MOU, and the grant proposal narrative, timeline, and budget.

Representatives Responsible for Developing and Implementing Project Activities:

Organization	Representatives (as of 1/7/16)	Role
Portland Police Bureau	Lt. James Dakin, Detective Division	The Lieutenant will supervise the dedicated PPB Sergeant, manage the necessary administrative functions, provide consultation on the implementation of project, and act as a liaison to other bureau divisions, police bureaus,

MEMORANDUM OF UNDERSTANDING
U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance
FY 2014 Intellectual Property Crime Enforcement Program Grant
Award #2015-BE-BX-0005

	Supervisory Sergeant Cheryl Waddell, White Collar Crimes Detail	and PPB Chief of Police. Manage the overall grant project. Lead staff on implementation of this project; see specific roles described in the section below.
Canby Police Department (CPD)	Sgt. Frank Schoenfeld	Lead staff on implementation of this project; see specific roles described in the section below.
Tigard Police Department (TPD)	Sgt. Leigh Erickson	Lead staff on implementation of this project; see specific roles described in the section below.
Woodburn Police Department (WPD)	Captain Jason Alexander	Lead staff on implementation of this project; see specific roles described in the section below.

Roles, Responsibilities and Resources Demonstrating Commitment to Work Together to Achieve Stated Project Goals:

Portland Police Bureau (PPB):

PPB will participate in the IPCE TASK FORCE process and meetings with IPCE TASK FORCE Team members through its Detective Division White Collar Crimes Detail (WCCD). One or two WCCD Detectives will work on the IPCE TASK FORCE 25 hours per month each. This time may be increased or decreased by the WCCD Supervisory Sergeant. The WCCD Supervisory Sergeant will work on the IPCE TASK FORCE 15 hours per month and supervise the detectives and administrative support personnel assigned to the IPCE TASK FORCE. The WCCD Supervisory Sergeant will act as a liaison to other PPB units, including patrol and detectives, and with other law enforcement agencies as needed. The PPB detectives will host a Quarterly Intelligence Information Exchange (QIIX), which focuses on target deconfliction, intelligence investigations, ongoing prosecutions, and best practices.

Resources Contributed: Contribution of the Detective Lieutenant time for supervision of the IPCE TASK FORCE sergeant, attendance at the QIIX, and consultation and technical assistance. Contribution of WCCD Supervisory Sergeant time for administrating the grant program, supervising the WCCD detectives and the overseeing the investigations. Contribution of WCCD detective time to conduct investigations and public outreach per the grant proposal.

MEMORANDUM OF UNDERSTANDING
U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance
FY 2014 Intellectual Property Crime Enforcement Program Grant
Award #2015-BE-BX-0005

Canby Police Department (CPD):

CPD will participate in the IPCE TASK FORCE process and meetings with IPCE TASK FORCE Team members through its Detective Division. The CPD Detective Sergeant will work on the IPCE TASK FORCE 10 hours per month. The CPD Officer will work on the IPCE TASK FORCE 25 hours a month. This time may be increased or decreased by the WCCD Supervisory Sergeant. The CPD sergeant will act as a liaison to other CPD units including patrol and detectives and with other law enforcement agencies as needed. The CPD sergeant or their designate will attend of the QJIX meetings.

Resources Contributed: Contribution of the Canby Sergeant time for supervising the IPCE TASK FORCE detectives and investigations per the grant proposal.

Tigard Police Department (TPD):

TPD will participate in the IPCE TASK FORCE process and meetings with IPCE TASK FORCE Team members through its Detective Division. The TPD Detective Sergeant will work on the IPCE TASK FORCE 10 hours per month. The assigned TPD Detectives will work on the IPCE TASK FORCE 50 hours collectively per month. This time may be increased or decreased by the WCCD Supervisory Sergeant. The TPD sergeant will supervise the police officers, detectives, and administrative personnel assigned to the IPCE Task Force when the PPB WCC is not available. The TPD sergeant will act as a liaison to other TPD units including patrol and detectives and with other law enforcement agencies as needed. The TPD detectives and sergeant will attend of the QJIX meetings.

Resources Contributed: Contribution of the Tigard sergeant time for supervising the IPCE TASK FORCE detectives and investigations. Contribution of detective time to conduct investigations and public outreach per the grant proposal.

Woodburn Police Department (WPD):

WPD will participate in the IPCE TASK FORCE process and meetings with IPCE TASK FORCE team members through its Detective Division. The WPD sergeant will work on the IPCE TASK FORCE 10 hours per month. The two WPD detectives will work on the IPCE TASK FORCE 25 hours per month each. This time may be increased or decreased by the PPB WCCD Supervisory Sergeant. The WPD sergeant will supervise the detectives and administrative support personnel assigned to the IPCE TASK FORCE when the PPB WCCD is not available. The WPD sergeant will act as a liaison to other WPD units including patrol and detectives and with other law enforcement agencies as needed. The WPD sergeant, or their designate, will attend the QIIX meetings.

Resources Contributed: Contribution of the Woodburn sergeant time for supervising the IPCE TASK FORCE detectives and investigations. Contribution of detective time to conduct investigations and public outreach per the grant proposal.

MEMORANDUM OF UNDERSTANDING
U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance
FY 2014 Intellectual Property Crime Enforcement Program Grant
Award #2015-BE-BX-0005

Roles and responsibilities each organization will assume in meeting grant report requirements:

The administrative support personnel will compile the required performance metrics for the federal and task force reporting requirements. Partners will provide the required metrics to the IPCE Task Force coordinator:

1. All members of the IPCE TASK FORCE will provide copies of reports, including receipts of property seized, to the administrative support personnel in a timely manner for each quarter.
2. Any activity not resulting in a report, i.e., public outreach and stolen checks, will be documented in an email and sent to the administrative support personnel in a timely manner for each quarter.
3. Overtime documentation will be documented in an email and sent to the administrative support personnel in a timely manner for each quarter.

No Third Party Rights.

This MOU establishes a set of aspirations and goals among the partners. It is not legally enforceable and shall not be construed to create any legal obligation on the part of any party. It shall not be construed to create a private right, benefit, or cause of action for or by any person enforceable at law or equity against any partner, their officers, employees, or any other person.

Signatures

We, the undersigned, as authorizing officials of the agencies listed above, have read and agree to abide by the terms and conditions of this document and the grant proposal. Our signatures below indicate our commitment on the part of our agency to work together to achieve stated project goals.

<i>Organization</i>	<i>Partner Signature and Date</i>	<i>Printed Name/Title</i>
City of Portland, Oregon		
City of Canby, Oregon		
City of Tigard, Oregon		

MEMORANDUM OF UNDERSTANDING
U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance
FY 2014 Intellectual Property Crime Enforcement Program Grant
Award #2015-BE-BX-0005

City of Woodburn, Oregon		
--------------------------	--	--

By signing this document the City of Canby agrees to abide by the terms of this agreement, as amended, if and when a Resolution is passed by the Canby governing body.

By signing this document the City of Tigard agrees to abide by the terms of this agreement, as amended, if and when a Resolution is passed by the Tigard governing body.

By signing this document the City of Woodburn agrees to abide by the terms of this agreement, as amended, if and when a Resolution is passed by the Woodburn City Council

City of Portland Ordinance #166568 authorizes the Commissioner-in-Charge of the Police Bureau and the Chief of Police to enter into this MOU with the following addition:

The Portland Police Bureau retains the right to add or reduce law enforcement staffing of the White Collar Crimes Detail, dependent upon organizational demands and priorities and funding, as listed on the previous pages, which details the number of detectives participating in the IPCE TASK FORCE (two detectives and one sergeant).

By signing this document, the Mayor of Portland and the Portland Chief of Police agree to abide by the terms of this agreement.

_____ Charlie Hales, Mayor	_____ Date
_____ Lawrence P. O'Dea III, Chief of Police	_____ Date
Approved as to form by: _____	Approved as to form by: _____
Agency: _____	Agency: _____
Date: _____	Date: _____
Approved as to form by: _____	Approved as to form by: _____
Agency: _____	Agency: _____
Date: _____	Date: _____