

## **MEMORANDUM OF UNDERSTANDING BETWEEN THE MULTNOMAH COUNTY DISTRICT ATTORNEY AND OREGON BUREAU OF LABOR AND INDUSTRIES**

The Multnomah County District Attorney's Office (hereinafter referred to as "MCDA" or "DA's Office"), and Oregon Bureau of Labor and Industries, Wage and Hour Division (hereinafter referred to as "BOLI-WHD") (collectively referred to as "the agencies" or "the parties") recognize the value of establishing a collaborative relationship to promote compliance with laws of common concern among the regulated community in Multnomah County.

The agencies are forming this partnership with the specific and mutual goals of sharing resources and enhancing enforcement and sharing information consistent with applicable law. The parties agree to enter into this partnership.

### **THEREFORE, IT IS MUTUALLY AGREED THAT:**

This memorandum of understanding (MOU) agreement is intended to memorialize this understanding between MCDA and BOLI-WHD. This MOU is a voluntary agreement that expresses the good-faith intentions of MCDA and BOLI-WHD; it is not intended to be legally binding, does not create any contractual obligations, and it is not enforceable by any party. This MOU agreement does not obligate and will not result in an exchange of funds, personnel, property, services, or any kind of financial commitment. This MOU agreement outlines procedures to be followed by both MCDA and BOLI-WHD in working together to address the need for sharing information, conducting joint investigations, and conducting joint outreach between MCDA and BOLI-WHD.

### **I. Purpose**

The purpose of the MOU is to maximize and improve the enforcement of the laws administered by MCDA and by BOLI-WHD. This agreement will also encourage enhanced law enforcement and greater coordination between the agencies.

The parties recognize the value of establishing and enforcing a wide range of labor laws of common concern to the state of Oregon. The parties are forming this partnership to more effectively and efficiently communicate and cooperate on areas of common interest including sharing training materials, conducting joint investigations and sharing information as appropriate.

### **II. Agency Responsibilities**

MCDA is responsible for prosecuting offenders who commit state criminal law violations in Multnomah County.

BOLI-WHD is responsible for administering state Wage and Hour laws, including enforcement of fair labor standards and state prevailing wage rate laws on public works projects.

### **III. Points of Contact (POCs)**

The agencies designate the following POCs responsible for coordinating the partnership activities and meeting annually to review terms and conditions and areas of mutual concern. The agencies will notify each other in the event of the separation or long-term absence of their contact persons.

POC designees:

BOLI- Wage and Hour Division  
Sonia Ramirez, Administrator  
800 NE Oregon Street, Suite 1045  
Portland, Oregon 97232

MCDA POC(S):

Multnomah County District Attorney's Office  
Aaron Knott – Policy Director, or any successor in that position  
Victor Mercado - Assigned Wage Theft Deputy District Attorney, or any successor in that position  
1200 SW 1<sup>st</sup> Avenue, Suite 5200  
Portland, OR 97204

### **IV. Enforcement**

Where appropriate and to the extent allowable under law:

- The agencies may conduct joint investigations as needed in Multnomah County if appropriate and the opportunity provides.
- The agencies may coordinate their respective enforcement activities and assist each other with enforcement, where appropriate and to the extent allowable under law.
- The agencies will make referrals of potential violations of relevant statutes, where appropriate.

### **V. Information**

To the extent it is allowable and practicable by law or policy:

- The agencies agree to exchange information on laws and regulations of common concern to the agencies.
- The agencies will establish a methodology for exchanging investigative leads, complaints, and referrals of possible violations.
- The agencies will exchange information (statistical data) on incidence of violations in specific industries and geographic areas.

## **VI. Exchange of Information**

MCDA and BOLI-WHD agree to cooperate to the fullest extent possible under the law, subject to the general limitation that any such cooperation must be consistent with the MCDA's and BOLI-WHD's own statutory obligations and enforcement efforts. It is MCDA's and BOLI-WHD's view that an exchange of information in cases in which both entities are proceeding on basically the same matter is to our mutual benefit. MCDA and BOLI-WHD will coordinate where there is a need to provide information to other law enforcement bodies without making a public disclosure.

In consideration of these concerns, and subject to any applicable laws, policies and regulations regarding the handling of such information, the agencies agree as follows:

- To exchange information on laws and regulations of common concern and interest.
- To discuss and provide information to one another on topics of mutual interest, overlapping jurisdiction, or certain areas of expertise, when able.
- When confidential information is exchanged it will not be released to the public, or to any third party, without the express permission of the agency providing that information, except as required by law including, but not limited to, the Freedom of Information Act, and the Oregon Public Records Law, ORS 192 et seq.

## **VII. Dissemination of Factual Information**

The agencies agree to jointly disseminate outreach materials to the regulated community when appropriate. Any such dissemination may not be undertaken without prior notice and approval of each party.

## **VIII. Training**

The agencies agree to cross train investigators and other staff no less than once per calendar year, subject to agency resources and any applicable legal requirements. Joint training will be conducted to educate staff members of both agencies about the laws and regulations enforced by both, and to discuss issues of common concern.

The agencies will exchange information related to policy or regulatory changes to State, Local or Federal laws, to the extent permissible.

## **IX. Outreach and Education**

The agencies commit to collaborate, when possible, on outreach presentations, and prepare and distribute publications, when appropriate, for the regulated community of common concern.

## **VIII. Effect of MOU Agreement**

This MOU agreement does not authorize the expenditure or reimbursement of any funds. Nothing in this agreement obligates the parties to expend appropriations or enter into any contract or other obligations.

By entering into this partnership, the agencies do not imply an endorsement or promotion by either agency of the policies, programs, or services of the other.

Nothing in this MOU agreement is intended to diminish or otherwise affect the authority of either agency to implement its respective statutory or regulatory functions.

This MOU agreement is not intended to be legally binding and does not confer any rights on any private person.

This MOU agreement is not intended to confer any rights against the United States, its agencies, or its officers upon any private person.

Nothing in this MOU agreement will be interpreted as limiting, superseding, or otherwise affecting the agencies' normal operations or decisions in carrying out their statutory or regulatory duties, or duties under any Executive Order. This MOU agreement also does not limit or restrict the parties from participating in similar activities or arrangements with other entities.

This agreement will be executed in full compliance with, and does not supersede, any federal and state law, rule and regulation.

This MOU agreement contains all the terms and conditions agreed upon by the agencies concerning the subject matter of the agreement. No other understandings, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or be binding upon the agencies. This agreement is not intended to confer any right upon any private person or other third party.

**XI. Resolution of Disagreements**

Disputes arising under this Agreement will be resolved informally by discussions between Agency Points of Contact, or other officials designated by each agency.

**XII. Period of Agreement**

This MOU agreement becomes effective upon the signing of both parties. This agreement may be modified in writing by mutual consent of both agencies. The agreement may be cancelled by either party by giving thirty (30) days advance written notice prior to the date of termination.

This agreement is effective as of the 7th day of March, 2022.



Laura van Enckevort, Interim Wage and Hour  
Administrator  
Bureau of Labor and Industries



Mike Schmidt, District Attorney  
Multnomah County District Attorney's Office