

**INTERGOVERNMENTAL AGREEMENT BETWEEN MULTNOMAH
COUNTY, OREGON AND CITY OF FAIRVIEW, OREGON FOR
CONTRACT LAW ENFORCEMENT SERVICES**

This Agreement is entered into by the City of Fairview, an Oregon municipal corporation (hereinafter City), and Multnomah County, a home rule county and political subdivision of the State of Oregon (hereinafter County), jointly with and on behalf of the Multnomah County Sheriff's Office (hereinafter MCSO), collectively, "the Parties," pursuant to the authority granted in ORS Chapter 190 and ORS 206.345.

WHEREAS, the City possesses the power, legal authority and responsibility to provide police services within its boundaries; and

WHEREAS, the County, through the Multnomah County Sheriff, provides police services throughout the unincorporated areas of Multnomah County and contracted cities; and

WHEREAS, the County has adopted contracts to provide law enforcement services to cities, and has the legal authority to provide police services within the geographical area of the City; and

WHEREAS, the City desires to enter into an agreement with the County whereby the County, through the Sheriff, provides law enforcement services to the City and its inhabitants; and

WHEREAS, the Parties agree that ORS 236.605-640 is applicable with respect to Fairview Police Department members currently employed by City; and

WHEREAS, the County agrees to render such law enforcement services, through the Office of the Multnomah County Sheriff, under the following principles:

1. Law enforcement services provided by the County to the City should be clearly identified and articulated.
2. Services should be priced to provide reasonable and predictable, cost efficient, high quality, and appropriate law enforcement services supported by technology to meet the law enforcement goals of the City while avoiding County subsidy of City services.
3. The Parties recognize that cost saving efficiencies due to economies of scale, increased depth of trained personnel, case consolidation, reduction in supervisory duplication, and other as yet unidentified consolidation benefits, cannot be precisely quantified in advance and will result to the benefit of both Parties only after implementation and practical experience.
4. The City will maintain a high level of local service input such that MCSO law enforcement employees assigned to the City will strive to provide high-quality police services, cooperate with City officials to meet the goals of the City, work

cooperatively with City organizations to solve City law enforcement concerns to improve the safety and welfare and establish a positive relationship with City residents and visitors.

5. City, with the input of the Sheriff, should have the flexibility to determine the level of services and to identify service priorities. Any service level changes made may result in corresponding changes in annual costs to the City.
6. This Agreement provides for police vehicles to be branded or identifiable as City of Fairview Police to provide for continued local identity.
7. MCSO will maintain equity in the provision of law enforcement services to City and residents in other contract cities and unincorporated Multnomah County.

NOW, THEREFORE, pursuant to ORS 190.010, and in consideration of the terms and conditions contained herein, it is mutually agreed by and between the Parties as follows:

1. Recitals. The Recitals set forth above are incorporated by reference herein.
2. Effective Implementation Date and Duration. This Agreement shall be implemented at 12:01 a.m. on August 1, 2017 (Implementation Date) at which time City employees transferred under this Agreement shall become County employees, per the terms and conditions as agreed to with the respective labor unions as specified in the Employee Transfer Agreements incorporated herein and subject to execution of a separate facility lease agreement for use of the City of Fairview Police Facility which will become an Appendix to this Agreement upon execution. This Agreement will expire on August 1, 2027 unless earlier terminated as set forth in section 19.1 to 19.5 below. This Agreement may be renewed for additional ten year terms upon written agreement of the Parties which notice of renewal a party will make a reasonable effort to deliver six (6) months in advance of the expiration date. Nothing herein shall prevent the Parties from mutually agreeing to renew the Agreement even if neither party has provided a notice of renewal six months in advance.
3. MCSO as an Independent Contractor. MCSO is, and shall at all times be deemed to be, an independent contractor. Nothing herein shall be construed as creating the relationship of employer and employee, or principal and agent, between City and MCSO or any of the MCSO's agents or employees. The MCSO shall retain all authority for rendition of services, standards of performance, control of personnel, and other matters incident to the performance of services by MCSO pursuant to this Agreement.
4. Law Enforcement Services. For the term of this agreement, the MCSO will operate under the philosophy of a municipal police department providing the law enforcement services to City as set forth in section 4.1 to 4.3 below: The MCSO personnel assigned to City's patrol district will respond to: (1) calls for service within the City that meet or reduce the response times specified in Appendix A; and (2) calls outside the City in accordance with existing mutual support agreements. MCSO personnel

assigned to the City as set forth in Appendices E and F will remain employees of the MCSO, and will not be considered employees or agents of the City, except as specifically provided herein.

- 4.1 Patrol Services. The assigned MCSO personnel will provide law enforcement services within the incorporated boundaries of the City. The law enforcement services shall include the duties and law enforcement functions customarily rendered by the MCSO under the statutes of the State of Oregon and the laws and ordinances of the City. Services include:
 - One assigned armed, uniformed deputy per shift as assigned by the Sheriff, providing 24/7/365 coverage to perform patrol functions.
 - 24/7/365 coverage provided by the on-duty patrol Sergeant.
 - A command-level officer to serve as Chief of Police for City, pursuant to section 5 below.
 - During peak service times, as determined by the Sheriff through data analysis, one additional armed, uniformed deputy providing ten hours per day, seven days per week coverage to perform patrol functions.
 - Reactive patrol to enforce state law and City-adopted municipal, traffic and criminal codes, and to respond to calls for service.
 - Proactive patrol to prevent and deter criminal activity, and provide other community law enforcement services as requested by the City.

- 4.2 Additional law enforcement services will include:
 - Investigation services by deputies and detectives investigating such crimes as major crimes, drug offenses, fraud, and such reports as missing persons, vice, and major accidents.
 - Special operations services including but not limited to canine patrol, hostage negotiations, and SWAT unit.
 - Enforcement of Fairview Municipal Code as needed.

- 4.3 Administrative Services. Administrative services include legal advisor, planning statistics, subpoena control, records, training, evidence control, accounting, payroll, personnel, media relations, purchasing, inspections and internal investigations, and other services provided by the MCSO or by other County departments in support of the MCSO. If the City has municipal criminal and traffic codes, City must provide legal counsel relating to enforcement and prosecution of those codes. The legal services of the Multnomah County Attorney's Office provided under this Agreement do not include enforcement of municipal criminal and traffic codes or prosecutions arising hereunder, nor any legal advice directly to the City.

- 4.4 Stabilization of Personnel. Notwithstanding the MCSO's exclusive authority to assign deputies, when operationally feasible and consistent with the County's obligations under the relevant collective bargaining agreement (CBA) and ORS 236.620(1)(d), MCSO will seek to maintain available transferred City patrol officers in the Fairview district until December 31, 2017. City employees who currently are assigned to positions as detective, East Metro Gang Enforcement Officer, and School Resource Officer shall

have the option to stay in those positions after the Implementation Date provided that they are in good standing with respect to their performance and staying in those positions is in accordance with MCSO rotation policy.

- 4.5 Asset seizure. The MCSO shall be the seizing agency and the County shall be the forfeiting agency for purposes of state and federal criminal or civil asset forfeiture for property seized by the MCSO within the City. Subject to state and federal requirements, upon the Implementation Date the City shall transfer any remaining seizure funds to the MCSO.
 - 4.6
 - a. Patrol Facility. The MCSO shall deliver the law enforcement services of section 4.1 from the Community Police Facility in Troutdale (Patrol Facility).
 - b. Fairview Police Facility Station. Subject to the lease agreement (see Section 4.7 below) MCSO will have exclusive use of the space at Fairview City Hall currently utilized by the Fairview Police Department for whatever MCSO law enforcement purposes they need with the understanding that the Fairview Police Facility will be open for and MCSO will provide walk-in services for citizens of a general law enforcement nature Monday through Friday 8 a.m. to 5 p.m. except County recognized holidays. During the absence of MCSO personnel (i.e. sick leave, vacation, and training) signage, mutually agreed upon by the City and MCSO, will be clearly placed directing customers to the City Court Clerk Finance Office, or to call the Community Police Facility in Troutdale.
 - 4.7 MCSO and City will execute a separate facility lease agreement for MCSO use of the Fairview Police Facility which will become an Appendix to this Agreement.
5. City Identity, Accessibility, Reporting, and Responsiveness. The MCSO will strive to provide high-quality law enforcement services, cooperate with City officials to meet the goals of the City, and work cooperatively with City organizations to maintain and improve the safety, welfare, and positive police identity and relationship with the community.
- City shall have law enforcement vehicles that display the City's name to be used by personnel assigned to the City.
 - MCSO will make a reasonable attempt to have at least two current City sergeants and/or officers assigned to the Fairview District or as a supervisor to the Fairview district for the first six months.
 - MCSO shall ensure the City's Interim Chief of Police on the Implementation Date shall be assigned the Chief of Police position for the City (Chief) by the MCSO and shall serve in that position for a minimum of six months and, shall remain accessible and responsive to the City.
 - MCSO will provide for the Chief, or his designee, to attend City Council meetings upon request by the City Administrator to orally inform the City Council of service demands and any identified areas of concern.
 - City will have the flexibility to determine the level of law enforcement services and to identify service priorities.
 - MCSO will consult with the City Administrator, prior to assigning or

reassigning the Chief. MCSO will take into account input and suggestions from the City Administrator when assigning or reassigning the Chief position.

- The MCSO shall provide to the City a monthly report that includes summary reports on criminal occurrences, a synopsis of enforcement, and other activities related to community policing in a similar form as the sample law enforcement activity reports appended to this Agreement as Appendix A, tailored to address City's informational needs.
- The Chief shall function as a department head within the City and is expected to conduct him or herself in a manner that supports and maintains trust of the City.
- At the direction of the City Administrator and as needed, the Chief, or designee, shall attend and participate in the City Management Team meetings, and City Council meetings (as noted above), and official functions, celebrations, and commissions. As requested by the City Administrator and as needed, the Chief will also represent the City Police Department at community meetings and functions.
- MCSO will have the Chief or another uniformed MCSO employee at the two Monthly regular City Council Meetings.
- The Chief is the City's Director of Police Services and represents the City with respect to all law enforcement matters in the City. This may include working with other relevant City departments and/or other public agencies (e.g. courts, schools, etc.) on behalf of the City.
- The MCSO acknowledges that the City is a customer of MCSO and it will maintain a customer service orientation to managing this Agreement.

6. Service Cost. City shall pay County the service cost (Service Cost) as set forth in Appendix B for the provision of law enforcement services for the first year of this Agreement. The Service Cost includes a onetime first year Fiscal Year (FY) 2017-18 credit to the City of (\$100,000) for personnel cost transition. Service Cost Payments shall be made on a quarterly basis as detailed in section 6.5. Service Cost Payments for subsequent years under the Agreement will vary according to service level adjustments of section 7, if any, and the cost escalator provisions of section 6.6. City further agrees to facilitate the transfer and assignment of certain service contracts and intergovernmental agreements it currently holds to County for the provision of law enforcement services to other entities and public bodies, as contemplated in Appendix D of this agreement.

6.1 "One time Only" Costs. Certain "one time only" costs for the purchase by County of City patrol vehicles, and payment by City to County for retained sick leave hours of transferred employees will be under the terms and conditions set forth in Appendix D.

6.2 Discretionary Overtime. If requested by the City, MCSO may provide additional deputies to perform operational overtime for special events or unusual occurrences within City. Overtime, when requested, will be billable at the actual overtime rate of the deputy(s) on duty. The Parties agree that annual community events (National Night Out and Tree Lighting Ceremony)

are considered part of the ordinary annual City law enforcement operation and are not considered "special" or "unusual" and will not be billed as "discretionary overtime". Additionally, the Parties agree that organized community policing efforts (including but not limited to the Fairview Public Safety Advisory Committee, Citizens on Park Patrol (COPP), etc.) are not "special" or "unusual" as it applies to overtime.

6.3 Disaster Overtime. If the City experiences a disaster that is confined within its boundaries and deputy overtime is requested by the City, the actual overtime expenditures will be billed only if disaster relief reimbursement funds are not approved. Examples of this include, but are not limited to, a plane crash or earthquake.

6.4 Declared Emergency Overtime. In the case of a county, state, or national declared emergency for which overtime is required, the overtime expense will be billed to the appropriate agency (e.g., FEMA). If reimbursement for overtime is not granted, the City may be responsible for the direct overtime expense of additional deputies performing duties within City, as negotiated under then-existing mutual aid agreements.

6.5 Billing. The Service Cost set forth in section 6 shall be billed quarterly each year in four (4) equal amounts with the first billing each year on August 1. The credit of \$100,000 applicable to the first year of the Agreement will be applied each quarter for a reduction of \$25,000 for each bill. Payments shall be due within 30 days after invoicing by MCSO. Payments shall be sent to:

ATTN: Fiscal Unit
Multnomah County Sheriff's Office
501 SE Hawthorne Blvd., Suite 350
Portland, OR 97214

6.6 Annual Growth Cost Escalator. The Service Cost breakdown for FY 2017-18 as set forth in Appendix B will be used as the baseline number for any subsequent FY adjustments. For FY 2018-19 and for each FY thereafter the annual Service Costs shall be increased as provided for below:

- a. Materials & Services, Capital Outlay Items and Indirect Costs as identified in Appendix B shall be increased by the Consumer Price Index Increase (CPI-W) Portland-Salem, OR-WA, Urban Wage Earners and Clerical Workers, Series Id: CWUSA425SA0, not seasonally adjusted Half 2 (December, Prior Year) to Half 2 (December, Current Year).
- b. Personnel Costs as identified in Appendix B shall be increased by the CPI increase referenced in section 6.6a above and limited by 6.6d below, plus the biennial Oregon Public Service Retirement Plan (OPSRP) police and fire rate increase for Multnomah County.

Multnomah County OPSRP police and fire rates are calculated at the beginning of every Oregon Legislature biennial budget, as reported by

Milliman in their Oregon Public Employees Retirement System Actuarial Valuation report.

The biennial OPSRP increase shall be split between the two upcoming fiscal years (e.g. a 4% increase for the biennium would be a 2% increase in year one and a 2% increase in year two).

- c. Personnel costs include all categories of pay including but not limited to premium pay, longevity pay, and all benefit types including but not limited to: health & dental insurance, PERS, and workers compensation.
 - d. The annual CPI-W increase may not be less than the minimum increase or more than the maximum increase as specified in the active Multnomah County and Deputy Sheriff's Association Labor Agreement wage addendum. MCSO agrees to keep the City Administrator informed of any CBA negotiations that affect the minimum and maximum CPI-W increases and shall provide the City Administrator with County Economist estimates of CPI-W increases in future FYs.
 - e. By approximately March 1st of each year MCSO shall notify City in writing of the Service Cost for the coming FY, illustrating the formula components, calculation, and resulting costs.
7. Annual Evaluation of Staffing and Service Levels. The level and type of City law enforcement services and the number of positions assigned to perform those services shall be determined annually by the City after evaluating available resources and consulting with the Sheriff or his/her designee. The annual number of positions assigned to the City as set forth in Appendix B will remain constant, unless the section 4 services are modified by written agreement of the Parties. Any changes to the service level may result in a corresponding change to the annual Service Cost to the City.
8. Annual Revisions to this Agreement. By March 1st of each year, or the first working day thereafter, the MCSO shall provide the City with an estimate of the subsequent FY Service Cost. By April 1st, or the first working day thereafter, the City shall notify the MCSO of any changes in service levels for the subsequent year. If the City proposes a change to service levels, then by May 1st, or the first working day thereafter, the MCSO shall provide the City with the estimated Service Cost for the subsequent year based on the changes in service requested by City.
- 8.1 Community Resource Officer. The City may during any annual revision to this Agreement add a Community Resource Officer at the cost of the current average salary calculation for a deputy at the time of the addition multiplied by the annual escalator applied to the full Service Cost.
9. Daily Operations. The City Administrator will provide general direction to the MCSO designated City Chief of Police, in terms of the performance of the agreement

regarding such issues as enforcement priorities, City goals, and continued Police Department involvement in community events, neighborhood meetings, dedications, and similar events. Deputies will be directly supervised by, at minimum, the on duty MCSO Patrol Sergeant.

10. Special Orders, Policies and Procedures. All deputies assigned to the City will remain subject to all MCSO policies, procedures, and special orders.
11. Liabilities. In addition to those liabilities stated elsewhere in this Agreement, the MCSO shall be responsible for the salary, wages, benefits and any other compensation, including Workers Compensation benefits for MCSO personnel assigned to perform services under this Agreement.
12. Citing Municipal Violations. MCSO deputies assigned to the City shall cite violations of municipal ordinances and traffic violations into the City's Municipal Court. Revenue from citations shall be credited to the City as if the deputies were employees of the City. MCSO deputies will cite all other citations, misdemeanor, and felony charges into the Multnomah County Circuit Court, as directed by their supervisor. To the extent possible under state law, revenue from criminal charges cited into Circuit Court shall be credited to the City as if the deputies were employees of the City.
13. MCSO Provides Personnel. The MCSO shall furnish all personnel deemed by the MCSO as necessary to provide the law enforcement services described in this Agreement.
 - 13.1 Training. The MCSO shall determine and be solely responsible for all annual training requirements that may include semi-annual firearms training, annual emergency vehicle operations and pursuit intervention techniques, hazardous materials response, first aid and cardio-pulmonary resuscitation, and other in-service training.
 - 13.2 Non-discrimination. County and the City certify that they are Equal Opportunity Employers. Each party shall comply with all applicable federal, state and local laws, as well as rules and regulations on discrimination because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, sexual orientation, or handicap.
14. MCSO Provides Equipment. The MCSO shall furnish such resources and equipment deemed by the MCSO as necessary to provide the law enforcement services described in this Agreement. The type and minimum amount of equipment and resources for law enforcement personnel shall be provided by MCSO policy. The City may provide additional equipment and resources beyond the minimum, with the concurrence of the Sheriff.
 - 14.1 Computers and E-mail. The MCSO will provide access to a computer, an e-mail ID, appropriate software, training, and support to all MCSO personnel assigned to the City. All MCSO personnel will maintain their County e-mail ID. Multnomah County Information Services will provide support for county-

issued equipment.

- 14.2 Cell Phones. MCSO will provide the deputies assigned to City patrol with cell phones.
 - 14.3 Radios. The MCSO shall provide 800 MHz radios to all deputies assigned to City patrol. Deputies assigned to the City will be dispatched and use MCSO radio channels.
 - 14.4 Patrol Vehicles. The MCSO will provide patrol vehicles to deputies assigned to City. City will be charged for the use of those vehicles as included in the Service Cost set forth in Appendix B. The patrol vehicles will have City of Fairview approved markings.
 - 14.5 Uniforms. The MCSO will provide uniforms for all deputies assigned to City patrol duties. The brand, color, and design of the standard MCSO uniform will be at the sole discretion of the Sheriff.
15. MCSO Publishes News Releases. The Chief in coordination with MCSO will coordinate with City officials on major incidents within the City, will provide City officials with timely reports about the status of major incidents, and will issue press releases, as necessary, regarding police activity in the City. City officials will not provide interviews or statements to the press without first consulting with the Sheriff or his designee prior to discussing a major police incident with the press or public.
 16. City Responsibilities. In support of the MCSO providing law enforcement services, the City agrees to the following:
 - 16.1 Municipal Police Authority. The City authorizes MCSO personnel acting under this Agreement to enforce City ordinances within City boundaries. When MCSO personnel are engaged in enforcement of municipal ordinances, City agrees that the personnel shall be considered agents of the City, and City shall be responsible for the MCSO personnel's acts of enforcing the ordinance, but MCSO shall remain liable for the personnel's conduct in regard to the manner of enforcement. To illustrate the intent of this provision, if MCSO personnel assigned to City are sued for enforcement of a City ordinance because the ordinance is alleged to be unconstitutional, the City would be liable for defending the claim and the personnel involved. If MCSO personnel are alleged to have used excessive force while enforcing a City ordinance, that claim would arise from the manner of enforcement, and County would be liable for defending that claim and the actions of its personnel. In the event that a claim involves an allegation of excessive force while enforcing an unconstitutional ordinance, the County would be liable for defending against the excessive force claim and paying any judgments arising from that claim, and the City would be liable for defending the allegation of an unconstitutional ordinance and paying any judgments arising from that claim.

- 16.2 Special Supplies. The City will supply at its own cost and expense, any special supplies, citations, stationary, notices, forms, and the like, where such must be issued in the name of City.
- 16.3 Bureau of Emergency Communications (BOEC) Charges. The City agrees to continue to pay the costs associated with its contract with the Portland BOEC.
17. MCSO Personnel. The City agrees that all matters incident to the performance of the law enforcement services described herein, including standards of performance and supervision and discipline of assigned personnel, shall be and remain the responsibility of the MCSO. The City further agrees that the MCSO assigned personnel shall be and remain employees of the County. The assigned personnel shall be supervised by MCSO and shall perform their duties in accordance with the administrative and operational procedures of the MCSO. Scheduling, payment of salary, benefits, and all other employee rights shall be in compliance with the County collective bargaining agreements and the County personnel rules, and shall govern all labor disputes arising out of this Agreement.
- 17.1 MCSO Enforcement Authority. The City agrees that ORS 206.345(2) applies, and both Parties agree that they will perform in accordance with ORS 206.345(2). Pursuant to ORS 190.010, the MCSO shall also have the authority to enforce civil infractions pursuant to the City's Municipal Code.
18. Indemnification.
- 18.1 Intent. It is the intent of this Agreement that the City and MCSO each are responsible for their own actions or the actions they direct or control. If a suit or action results from the policy, direction, act, or omission of a party, that party shall defend and indemnify the other party as provided below.
- 18.2 County Held Harmless. Subject to the limits of the Oregon Tort Claims Act and the Oregon Constitution, the City shall indemnify and hold harmless the County and its officers, agents, and employees, from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of any act or omission of the City, its officers, agents, and employees, or any of them relating to or arising out of performing services pursuant to this Agreement. In the event that any suit based upon such a claim, action, loss, or damages is brought against the County, the City shall defend the same at its sole cost and expense; provided that the County reserves the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment be rendered against the County, and its officers, agents, and employees, or any of them, or jointly against the County and the City and their respective officers, agents, and employees, or any of them, the City shall satisfy the same. City shall secure and maintain throughout the terms of this Agreement comprehensive liability insurance in the amount of two million dollars (\$2,000,000) for City, its officers, employees, and agents and naming Multnomah County as an additional insured. City agrees to fully indemnify and defend Multnomah

County, its officers, employees, and assigns against any action, suit or proceeding against the County, its officers employees and assigns, arising out of any act or omission of City or the City's agents or employees prior to the implementation date of this Agreement, provided however that this provision shall not apply to any cases where County or County employees or deputies are named in the action as a result of their own acts or omissions. To the extent allowed under the Oregon Tort Claims Act and Oregon Constitution, City further agrees to fully indemnify and defend County for any action, proceeding (including any Unfair Labor Practice) brought by City, any current or former City employee, or any labor association that represents any current or former City employee, which arises from or relates to any City actions taken respective to the transfer of City police department employees to Multnomah County, or from the transfer of employees back to the City of Fairview in the event this Agreement is terminated, provided that such duty shall cease to exist to the extent any such action or proceeding arises out of an act or omission by the County taken without consultation and consent from the City.

- 18.3 City Held Harmless. Subject to the limits of the Oregon Tort Claims Act and the Oregon Constitution, the County shall indemnify and hold harmless the City and its officers, agents, elected officials, and employees, from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of any act or omission of the County, its officers, agents, and employees, or any of them relating to or arising out of performing services pursuant to this Agreement. In the event that any such suit based upon such a claim, action, loss, or damages is brought against the City, the County shall defend the same at its sole cost and expense; provided that the City reserves the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment in said suit be rendered against the City, and its officers, agents, and employees, or any of them, or jointly against the City and the County and their respective officers, agents, and employees, or any of them, the County shall satisfy the same. County is self-insured and maintains excess liability insurance coverage in an amount not less than two million dollars (\$2,000,000) and will name City as an additional insured County agrees to fully indemnify and defend City, its officers, employees, and assigns against any action, suit or proceeding against the City, its officers, employees and assigns arising out of any act or omission of County or the County's agents or employees prior to the implementation date of this Agreement provided however that this provision shall not apply to any cases where City or City employees are named in the action as a result of their own acts or omissions
- 18.4 Liability Related to City Ordinances, Policies, Rules and Regulations. In executing this Agreement, County does not assume liability or responsibility for, or in any way release the City from any liability or responsibility which arises in whole, or in part, from the existence or effect of City ordinances, policies, customs, rules or regulations, whether written or unwritten. If any cause, claim, suit, action or administrative proceeding is commenced in which

the enforceability and/or validity of any such City ordinance, policy, custom, rule or regulation is at issue, the City shall defend the enforceability and/or validity of any such City ordinance, policy, custom, rule or regulation at its sole expense and, if judgment is entered or damages are awarded against the City, the County, or personnel assigned to the City due to the enforceability and/or validity of any such City ordinance, policy, custom, rule or regulation, the City shall satisfy the same, including all chargeable costs and reasonable attorney fees. If a claim, suit, administrative proceeding or action determines that a City policy or ordinance is unconstitutional and/or violates a person's rights, City shall indemnify County and any involved personnel for damages attributable to the policy or ordinance being unconstitutional and/or a violation of a person's rights. The City's defense and indemnification of personnel pursuant to this section shall be in accordance with ORS 30.285. As set forth in this section, the City shall be liable for the defense and indemnity of claims that allege municipal liability as a result of a City ordinance, policy, custom, rule or regulation, and nothing in this section is intended to override the provisions of 18.2 and 18.3 that make each party liable for its own actions. In executing this Agreement, City does not assume liability or responsibility for, or in any way release the County from any liability or responsibility which arises in whole, or in part, from the existence or effect of County ordinances, policies, customs, rules or regulations, whether written or unwritten. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such County ordinance, policy, custom, rule or regulation is at issue, the County shall defend the enforceability and/or validity of any such County ordinance, policy, custom, rule or regulation at its sole expense and, if judgment is entered or damages are awarded against the City, the County, or a personnel assigned to the City due to the enforceability and/or validity of any such County ordinance, policy, custom, rule or regulation, the County shall satisfy the same, including all chargeable costs and reasonable attorney fees. If a claim, suit, administrative proceeding or action determines that a County policy or ordinance is unconstitutional and / or violates a person's rights, County shall indemnify City and any involved personnel for damages attributable to the policy or ordinance being unconstitutional and/or a violation of a person's rights. The County's defense and indemnification of personnel pursuant to this section shall be in accordance with ORS 30.285. As set forth in this section, the County shall be liable for the defense and indemnity of claims that allege municipal liability as a result of a County ordinance, policy, custom, rule or regulation, and nothing in this section is intended to override the provisions of 18.2 and 18.3 that make each party liable for its own actions.

19. Termination Process. This Agreement is conditioned upon the faithful performance by both Parties of the terms and provisions hereof, which are to be kept and performed. Either party may initiate a process to terminate this Agreement as follows:

- 19.1 Notice of Intent to Terminate. The City may choose at some future time to provide law enforcement services other than through the MCSO. Similarly,

the MCSO may choose at some future time not to provide law enforcement services to the City. If either party wishes to terminate this agreement, they shall provide the other party with a 45-day written notice of intent to terminate the Agreement. Upon receipt of the written notice of intent, the City Administrator, the Sheriff, and the Chair of the County Board of Commissioners or the Chair's designee shall hold a meeting, the purpose of which will be to understand the notice of intent including background of the reasons(s), and a review of alternatives and impacts, among other matters.

- 19.2 Written Notice. After the 45-day period has run, the party desiring to terminate the Agreement shall provide at least 24 months written notice to the other party (Termination Notice), unless the Parties agree upon a shorter time frame.
- 19.3 Transition Plan. Within 60 days of the receipt of a Termination Notice, the Parties shall commence work on a plan to provide for an orderly transition of responsibilities from the County to the City. The planning method should proceed along the lines of a project management approach to facilitate the joint planning process by the City and the County. The overarching goal of the transition plan will be to ensure there is no disruption in service to the City as the service provider changes. This plan would include desired outcomes, project phases (including a preliminary transition plan development) and timelines, and project roles and responsibilities. Each party shall bear its respective costs in developing the transition plan and each will work cooperatively with the other party in the coordination of efforts. The transition plan shall identify and address the continuity of professional and quality police services before, during, and through the transition period. The transition plan shall also identify and address any personnel, capital equipment, workload, and any other issues related to the transition.
- 19.4 Failure to Pay, Interest Charge, and Termination. In the event the City fails to make a quarterly payment as set forth under Section 6 above, within 45 days of an undisputed billing, the MCSO may charge an interest rate that is equal to or lower than the Local Government Investment Pool Rate. In addition, in the event the City fails to make a monthly payment within 90-days of an undisputed billing, or fails to pay a disputed portion of a bill within 90 days of resolution on the disputed amount, the County may terminate this Agreement with 60 days advance written notice. If termination is for non-payment under this section, sections 19.1 through 19.3 shall not apply.
- 19.5 Payment of Costs Upon Termination. Upon termination of this Agreement between the City and County, the City is obligated to pay all incurred Service Costs and, past due payments including accrued interest, and other costs by the termination date.
- 19.5.1 The MCSO will not charge interest on any disputed portion of a bill so long as the City pays the non-disputed portion of the bill within the 90-day time frame outlined in 19.4 above.

- 19.5.2 In the event of termination, City will receive all equipment, material, uniforms, and supplies transferred to County at commencement of agreement. Equipment and materials in excess of \$1,000 (excluding patrol vehicles) acquired during the term of this Agreement will be cataloged and tracked by County, and transferred to City upon termination. City may purchase additional patrol vehicles from County at a number and price to be determined at the time of termination.
- 19.5.3 Upon the termination of this Agreement for any reason, if any employee transferred to Multnomah County from City is still employed by Multnomah County, that employee may elect to be transferred back to City as provided in ORS 236.640 provided that the duties of the employee are assumed by the City. County shall liquidate any accrued compensatory time of transferred employees and shall pay to City a sum to reimburse City for all accrued time retained by transferred employees pursuant to ORS 236.610.
20. Non-Appropriations. In the event that the City Council reduces, changes, eliminates, or otherwise modifies the funding for this Agreement, then City may terminate this Agreement, in whole or in part, effective upon delivery of written notice to County as set forth in Section 19.1 above, or at such later date as established by City.
21. Transfer of Employees. Pursuant to ORS 236.610, current City employees will be transferred to County. City will provide all employment records for each employee pursuant to ORS 236.610(6). Seniority of transferred employees will be in accordance with ORS 236.620(1)(c). Any transferred employee who remains employed with MCSO until this Agreement is terminated shall be eligible for and elect to be reinstated by City to their previous position, pursuant to ORS 236.640. Transfer of City employees shall be implemented as described in Appendices E and F.
22. PERS Liability. Both Parties are existing PERS employers and therefore ORS 238.231 does not apply. Pursuant to ORS 236.610(7) both Parties acknowledge that there shall be no unfunded liability or surplus paid or credited to or by the other party for the employee transfers, and pursuant to ORS 236.620(1)(b) transferred employees shall continue their existing PERS status.
23. Accrued Time of Transferred Employees. Pursuant to ORS 236.610(3), City employees transferred to MCSO may elect to retain any accrued sick leave, and retain hours of vacation leave as elected. City is responsible for liquidating any accrued compensatory time of employees being transferred to County. Payment to transferring City employees and transfer of leave hours shall be implemented as described in Appendix E and F. For leave hours that transferred employees elect to retain, City shall pay to County a sum equal to the number of hours of accrued leave times the employee's hourly rate of pay and this sum shall be paid by City as described in Appendix D.

24. Purchase of Equipment. City agrees to sell County nine police vehicles from its current fleet, which are identified in Appendix C and D to this Agreement for the sum of \$214,660. This amount will be paid to City within 30 days of the Implementation Date. Title, ownership and all insurance liability shall transfer to the County at 12:01 a.m. of the Agreement Implementation Date.
25. Amendments. This Agreement may be amended at any time by mutual written agreement of the City, the Multnomah County Sheriff, and the Multnomah County Board of Commissioners.
26. Agreement Administration.
 - 26.1 Agreement Administrators. The Sheriff or designee and the City Administrator, or designee shall serve as Agreement administrators to review Agreement performance and resolve operational problems.
 - 26.2 Referral of Unresolved Problems. The City Administrator shall refer any law enforcement service problems that are not resolved by the Chief, to the Sheriff. The Sheriff and City Administrator shall meet as necessary to resolve such issues.
 - 26.3 Agreement Dispute Issues. Agreement dispute issues involving Agreement language interpretation, cost, and other non-operational matters shall be referred to the Chair of the County Board of Commissioners or the Chair's designee, the Sheriff, and the City Administrator.
 - 26.4 Audits and Inspections. The records and documents with respect to all matters covered by this Agreement shall be subject to inspection, review or audit by the County or City during the term of this Agreement and three (3) years after termination.
27. Third Party Beneficiaries. MCSO, County and City are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, or is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to any third party unless such person is individually identified by name herein and expressly described as intended beneficiaries of this Agreement.
28. Written Notice. Any notice of change, termination, or other communication having a material effect on this Agreement shall be upon the Sheriff for the County, and the City Administrator, and either hand-delivered or by certified or registered mail, postage prepaid. Except as provided in this Agreement, it is agreed that thirty calendar days shall constitute reasonable notice for the exercise of any right in the event that applicable law specifically requires such notice.
29. Governing Law, Venue, Attorney Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to the principles of conflicts of law. Any claim, action, suit, or proceeding (collectively,

"Claim") shall be brought and conducted solely within the Multnomah County Circuit Court for the State of Oregon; provided, however that if a Claim is brought in a federal forum, it shall be brought and maintained within the United States District Court for the District of Oregon. Each party shall be responsible for its own costs and attorney fees.

31. Force Majeure. Neither County nor City shall be held responsible for delay or default caused by fire, riot, acts of God, terrorism, or acts of war where such cause was beyond reasonable control.
32. Survival. The terms, conditions, representations, and all warranties contained in this Agreement shall survive the termination or expiration of this Agreement.
33. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original, each of which shall constitute one and the same instrument.
34. Warranties. The Parties represent and warrant that they have the authority to enter into and perform this Agreement, and that this Agreement, when executed, shall be a valid and binding obligation enforceable in accordance with its terms.
35. Other Necessary Acts. Each Party shall execute and deliver to the others all such further instruments and documents as may be reasonably necessary to carry out this Agreement, including but not limited to assignment or transfer of participation under other existing IGA's for Metro, Gang Enforcement, and School Resource Officers.
36. Available Funds. Subject to the City making timely payments for any undisputed costs under this Agreement, the MCSO and County represent that the delivery of the Agreement services to the City shall continue, and that the County or MCSO may not unilaterally terminate or reduce the scope of services to be provided as a result of reduced MCSO budget funding.
37. Entire Agreement and Waiver of Default. The Parties agree that this Agreement, including the Appendices as listed below, is the complete expression of the terms hereto and any oral or written representations, or understandings not incorporated herein are excluded. Both Parties recognize that time is of the essence in the performance of the provisions of this Agreement. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Agreement shall not be deemed to be waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such through written approval of both Parties, which shall be attached to the original Agreement.

37.1 Appendices. The Parties agree that the following Appendices are hereby incorporated in this agreement:

Appendix:

- A. - Law Enforcement Activity Reporting
- B. - Assigned Positions and Service Cost Schedule
- C. - Vehicle Transfer and Purchase

- D. - Transition Implementation Items
- E. - Employee Transfer Agreement: FPOA & MCDSA
- F. - Employee Transfer Agreement: AFSCME Local 88 & Teamsters Local 223

<Followed by Signatures Page >

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly appointed officers on the date written below.

MULTNOMAH COUNTY, OREGON:

CITY OF FAIRVIEW:

By: Deborah Kafoury, Chair
Multnomah County Board of Commissioners

By: Ted Tosterud, Mayor City of Fairview

Date: _____

Date: _____

By: Michael Reese, Sheriff

By: Nolan Young, City Administrator
City of Fairview

Date: _____

Date: _____

Approved as to Form:

Approved:

Legal Counsel for Multnomah County

Legal Counsel for City of Fairview

Date: _____

Date: _____

Appendix - A

Law Enforcement Activity Reporting

The MCSO shall provide a summary monthly report in a format determined by MCSO for the below activities, and as modified over time by mutual agreement of the Parties.

A. Response time

Response time from time of dispatch to arriving on scene to the call. Performance standard, maintain or reduce response time from the prior 2016 calendar year for Fairview BOEC calls: 3:47 minutes average response time for priority 1 and 2 calls, and 6:30 minutes average response time for priority 3 through 7 calls.

- Call response times and volume of calls for service may be affected by many variables such as; increases in population, changes in statutes, complexity of reported crimes, weather conditions, or limitations in data collection from RegJIN.

B. Detective Case Activity

Reporting requirement of volume, case type, and disposition

- This may be affected by change in statutes, evolving crimes, population shifts, and increased reporting of crimes.

C. Traffic Stops

Reporting requirement of volume, type, and disposition

- Traffic Citations may be affected by change in traffic code, change in statutes, and traffic grant availability.

D. Other Deputy Activity Reporting Summary:

- Total calls for service
- Total time spent on calls (on-scene to clear)
- Average time spent per call (on-scene to clear)
- Dispatched
- Self-initiated
- Number of traffic stops
- Number of subject stops

Appendix -B

Assigned Positions and Service Cost Schedule

Staffing and Service Levels: For the assigned positions, materials, services and capital outlay items listed below the City shall pay County \$2,242,785 for the provision of services during the first year of this agreement. For the first year of this agreement the MCSO has assigned the following positions to provide the services as set forth in section 4.1 to 4.3.

Personnel Costs				
Assigned Positions:	FTE	Cost/ FTE	Annualized Fee for Service	FY18 - Prorated for August 1st Start Date (11 Months)
Leadership/Management				
9705 - Lieutenant	0.33	\$180,614	\$59,603	\$54,636
Patrol Services				
2005 - Sergeants	2.00	\$171,629	\$343,259	\$314,654
2025 - Deputies	7.74	\$136,943	\$1,059,942	\$971,614
Additional Police Services				
Detectives (2025 - Deputy)	1.00	\$136,943	\$136,943	\$125,531
Administrative Services				
6150 - Records Technician	2.00	\$87,203	\$174,405	\$159,871
Overtime				
		\$11,999	\$156,830	\$143,761
Premium				
		\$1,414	\$18,482	\$16,942
Total FTE:	13.07			
Personnel Costs Subtotal:			\$1,949,464	\$1,787,009
Materials & Services				
(Operating Supplies, Protective Gear, Insurance, Equipment Maintenance, Fuel, Contract Services, Postage, Professional Services, Ballistic Vests, Training, Utilities/Phone)			\$141,371	\$129,590
Capital Outlay Items				
Annual Patrol Vehicle Replacement Cost			\$50,102	\$45,927
Equipment (Portable & Mobile Radio Replacement)			\$15,338	\$14,060
Indirect Costs				
County Wide Central Support Services Indirect Costs (HR, Accounting, Audit, Finance, Budget, Admin)			\$52,441	\$48,071
Department Management Indirect Costs: (Statistical Analysis & Reporting, Fleet Management, Timekeeping, Payroll, Facilities, IT, Software, Risk Management, Fiscal Management)			\$166,679	\$152,789
Materials & Services, Indirect and Capital Costs Subtotal:			\$425,931	\$390,437

Credits:		
Credit for Metro Patrol Revenue	(\$32,610)	(\$29,893)
One-time FY 2017/2018 Credit for Personnel Discount	(\$100,000)	(\$100,000)
Credits Subtotal:	(\$132,610)	(\$129,893)
Total MCSO FY 2017-2018 Service Fee:	\$2,242,785	\$2,047,553

The above assigned number and type of positions will remain constant unless modified according to section 7. The annual service fee in subsequent years will vary according to service level adjustments, if any, of section 7, and the cost escalator provisions of section 6.8.

Appendix - C

Vehicle Transfer & Purchase

Purchase of Equipment. City agrees to sell MCSO nine police vehicles from its current fleet of, which are identified in the table below, for the sum of \$214,660.00. This amount will be paid to City within 30 days of the Implementation Date. Further that title, ownership and liability shall transfer to the County at 12:01 A.M. of the Agreement Implementation Date.

<u>Year/Make/Model</u>	<u>VIN#</u>	<u>Mileage</u>	<u>Mileage Date</u>	<u>Value*</u>
2006 Ford Crown Victoria	2FAFP71W26X111098	136,799	3/21/2017	\$2,000
2008 Ford Crown Victoria	2FAFP71V28X112147	145,175	3/21/2017	\$2,500
2014 Ford Explorer	1FM5K8AR8EGA76216	45,652	3/21/2017	\$19,000
2014 Ford Explorer	1FM5K8AR6EGA76215	31,163	3/21/2017	\$20,000
2015 Ford Explorer	1FM5K8AR9FGB62233	24,583	3/21/2017	\$23,500
2015 Ford Explorer	1FM5K8AR0FGB62234	23,780	3/21/2017	\$23,500
2016 Ford Explorer	1FM5K8AR0GGB65779	1,000	3/21/2017	\$44,170 ¹
2016 Ford Explorer	1FM5K8AR0GGB65778	2,500	3/21/2017	\$44,170 ²
2017 Ford Explorer	1FM5K8B85HGB41226	1,000	4/1/2017	\$35,820 ³
Total Purchase Price				\$214,660

***Indicates Kelly Blue Book Value, good condition**

¹ Assumes "excellent" condition

² Assumes "excellent" condition

³ Does not contain full police package; has detective package

Appendix – D

Transition Implementation Items

This Appendix is to address costs associated with “one time only” expenditures and revenues for each party associated with the implementation of the Agreement.

1. As described in Appendix C the City will transfer and the County will purchase nine (9) current City police vehicles.
2. As described in Appendix E and F the City will transfer to the County, City employees who elect to retain accrued sick leave and accrued vacation hours. For leave hours that transferred employees elect to retain, City shall pay to County a sum equal to the number of hours of accrued leave times the employee's starting County hourly rate of pay and this sum shall be paid by City within 30 days of the Implementation Date.
3. The Parties acknowledge that it will take time to fully implement all the support services (i.e. cell phones) for delivery of the contracted law enforcement services. The Parties agree to reconcile and apportion costs and revenues based on the Implementation Date.
4. The City is party to a number of other contracts, IGA's or grant funding arrangements, which the City will assign, transfer, amend, or otherwise arrange for the MCSO and County to assume the duties of, and revenue from, these Agreements. These Agreements include School Resource Officer IGA with Reynolds High School, East Metro Gang Enforcement from State grant funding administrated through City of Gresham, and METRO.

AFSCME REPRESENTED EMPLOYEES TRANSFER AGREEMENT

APPENDIX F TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN MULTNOMAH COUNTY AND THE CITY OF FAIRVIEW

This Employee Transfer Agreement ("Agreement") is entered into by and between Multnomah County ("County"), the City of Fairview ("City"), the Multnomah County Employees Union, Local 88, AFSCME AFL-CIO ("AFSCME Local 88") and the City of Fairview Employees Union Teamsters Local 223, and will become effective only in the event the Intergovernmental Agreement ("IGA") is approved and executed.

Section 1: Transfer of City Employees

- A. Pursuant to ORS 236.605-236.640, current City personnel employed in the job classification of Lead Police Records Specialist and Police Records Specialist II (hereinafter, "City Employees") will be transferred to the County at 12:01 a.m. on the Effective Implementation Date as specified in the approved IGA ("Transfer Date").
- B. No later than seven (7) calendar days prior to the effective date of the transfer of City Employees to County employment, the City will provide copies of employment records for each City Employee pursuant to ORS 236.610(6). The parties agree and understand that employment records pertaining to City Employees' final month of City employment might not be transferred until completion of a 10-day reconciliation period following the Transfer Date.
- C. Pursuant to ORS 236.620(1)(a), if a City Employee was serving a probationary period with the City at the time of transfer, the past service of the City Employee on probation shall apply on the regular probation requirements of the County.
- D. Pursuant to ORS 236.640, any transferred City Employee who remains employed with the County in good standing to the termination of this Agreement shall be entitled to the position the City Employee held with the City prior to the transfer.

Section 2: Seniority

- A. Seniority of transferred City Employees will be in accordance with ORS 236.620(1)(c).
- B. City Employees shall retain the seniority they accrued while employed by City. Effective on the Transfer Date and pursuant to ORS 236.620(1), City Employees will be placed on the County's employee roster and the roster shall be consolidated into a single seniority list. Subject to other provisions of this Agreement, the crediting of seniority shall apply for all purposes, including relative seniority for layoffs and demotion, shift preferences, vacation accrual, premiums, and all other wage and hour benefits under

the AFSCME, Local 88 Collective Bargaining Agreement and applicable Multnomah County policies.

- C. City Employees have the following seniority dates with the City and shall be credited with the following seniority dates with the County upon transfer:

<u>Name</u>	<u>Job Classification</u>	<u>Class Seniority</u>	<u>County Seniority</u>
Kristi Walls	Lead Police Records Specialist	06/24/13	06/18/07
Shannon Hoard	Police Records Specialist II	07/01/08	07/01/08

- D. The combined City/County seniority list is as follows:

RECORDS TECHNICIAN

	<u>Name</u>	<u>Class Seniority</u>	<u>County Seniority</u>
1	Powell, B	07/01/90	11/26/84
2	Rail, G	12/15/94	
3	Johnson, L (LE)	12/09/96	
4	McDonough (LE)	01/15/97	
5	Grob, D	07/28/97	
6	Wong, C	11/07/97	
7	Cockerham, S	03/23/98	
8	Howe, E	05/11/98	
9	Warren-Whitmore, D	05/22/98	
10	Vaughan, D	10/09/98	
11	Estes, R	11/16/98	
12	Poelle, M	02/13/99	
13	Schneider, M	03/15/99	
14	Ekter, K	04/28/00	
15	McClane, J (LE)	05/01/00	
16	Ameigh, S	11/06/00	
17	Sherman, M (LE)	11/21/00	
18	Pham, A	02/16/01	
19	Waite, D	02/26/01	
20	Lewis, T	03/01/01	
21	Saxton (Gill), N (LE)	02/14/02	
22	Shanahan, K (LE)	05/02/02	
23	Gilbert, A (LE)	10/01/03	10/05/98
24	Bennett, T (LE)	03/04/04	
25	Champie, L	07/26/04	
26	Fenner, J	08/01/06	08/29/05

27	Hoard, Shannon (LE)	07/01/08	
28	Yoswick, D	02/03/14	
29	Sevigny, D	08/14/14	
30	Sablan (Sakisat), S	10/06/14	
31	Reget, A (LE)	10/20/14	
32	DeBolt, J (LE)	11/03/14	
33	Muske, M	12/01/14	08/18/14
34	Krueger, P	12/01/14	
35	McFadden, T (LE)	04/13/15	
36	Bell, D (LE)	08/10/15	
37	Morris, R	09/17/15	
38	Clark, S	09/19/15	
39	He-Schaefer, C	04/25/16	
40	Thompson, P (LE)	09/12/16	
41	Kosmina, Y (LE)	11/14/16	
42	Waltermire, P (LE)	12/06/16	
43	Brown, S	03/27/17	
44	Long, R	04/17/17	
45	McWrightman, C (LE)	05/23/17	
46	VACANT		
47	VACANT		
48	VACANT		

MCSO RECORDS COORDINATOR

	<u>Name</u>	<u>Class Seniority</u>
1	Fleming, R	04/05/02
2	Vaughan, M (Kief)	04/22/04
3	Cloud, R	05/08/06
4	Dupont, J (LE)	06/01/11
5	Flores(Dennison-Bernatz), A	06/29/12
6	Walls, Kristi (LE)	06/24/13
7	Riffle, L (LE)	06/22/15

- E. Pursuant to ORS 236.620(c), no County employee shall be laid off of demoted because of the transfer of City Employees to the County.
- F. The County shall accommodate a City Employee's preselected vacation times. However, no current County employees will be bumped from their preselected vacation time to accommodate a transferred City Employee.

- G. No current County employee will be bumped from his/her current shift assignment to accommodate a transferred City Employee. Subject to the limitations set forth in Section 3 below, transferred City Employees will be eligible for shift and work assignments which become available after the date of transfer as set forth in Article 22 Shift and Work Assignment, Section III of the Collective Bargaining Agreement between the County and AFSCME, Local 88.

Section 3: Assignment

- A. City Employees who are transferred to the County shall continue working in their pre-transfer assignments (or MCSO equivalent as noted below in section 4) and shift designation with hours adjusted to match the MCSO shift for the time period between implementation of the IGA and the next scheduled unit shift change. Thereafter, shift and work assignments, including location of work assignments shall be made in accordance with the provisions of Article 22 of the AFSCME, Local 88 Collective Bargaining Agreement.

Section 4: Wages

- A. City Employees holding the position of Police Records Specialist II shall be placed in the job classification of MCSO Records Technician with County at the wage step set forth below. City Employees holding the position of Lead Police Records Specialist shall be placed in the job classification of MCSO Records Coordinator with County at the wage step set forth below.
- B. City Employees shall be eligible to move to higher steps on the County's Wage Schedule based on their date of transfer to the County.

Name	Current City Job Classification	Transferred County Job Classification	City 7-1-17 Wage/Step	Transferred County Wage/Step	Anniversary Date	Date Eligible for Step Increase
Kristi Walls	Lead Police Records Specialist	MCSO Records Coordinator Class #6151	\$29.88/ Step 6	\$29.88/ Step 99	06/24/13	1 year from transfer date (if applicable)
Shannon Hoard	Police Records Specialist II	MCSO Records Technician Class #6150	\$22.68/ Step 6	\$22.70/ Step 5*	07/01/08	7/1/2018

* Note – The Step 5 rate of \$22.70 assumes a 2.20% COLA retroactive to 7/1/2017, which is currently in negotiation between AFSCME Local 88 and the County. Any additional upward adjustment that might result from Local 88 contract negotiations will be implemented in accordance with that agreement.

Section 5: Accrued Leave of Transferred Employees

A. Compensatory Time

1. Pursuant to ORS 236.610(3), City is responsible for liquidating any accrued compensatory time of City Employees being transferred to the County, by paying the City Employee for the accrued compensatory time at the City Employee's then-effective rate of pay.

B. Sick Leave

1. Pursuant to ORS 236.610(4)(a)(A), City Employees transferred to the County may elect to retain any accrued sick leave. If the City Employee elects to liquidate any accrued sick leave, such leave shall be paid in cash to the City Employee at 50% of his/her then-effective rate of pay. City Employees who wish to elect sick leave payout must submit a written request to the Finance Director prior to the effective date of the transfer.

C. Vacation Leave

1. City Employees transferred to the County may elect to retain vacation leave as follows:

<u>Years of City Service</u>	<u>Maximum Vacation Leave City Employee May Retain Upon Transfer to County</u>
Less than 5 years	160 hours
More than 5 years	240 hours

Any vacation that a City Employee does not carry over to County Employment shall be paid by the City to the City Officer at the City Officer's then-effective City rate of pay.

D. Holidays

1. The City shall liquidate any unused accrued personal holiday leave of City Employees being transferred to the County, by paying the City Employee for the accrued personal holiday time at the City Employee's then-effective rate of pay.

E. Payment

1. Final wages will be paid to City Employees through the normal City pay cycle, which concludes immediately following the effective Transfer Date. Transferred City Employees will be paid through the City's standard direct deposit process and pay date for that period. Further, normal tax withholding and employee benefit deductions will be applied to the final wages.
2. Compensatory time, personal holiday leave, vacation leave on excess of 80 hours and sick leave payout will be paid to City Employees through the second

normal City pay cycle which concludes immediately following the effective date of the transfer.— Transferred City Employees will be paid through the City's standard direct deposit process and pay date for that second pay period. Further the standard supplemental pay tax withholding only will be applied to any paid leave payouts.

F. Other Leaves

1. Pursuant to ORS 236.610(4)(c), after the transfer of City Employees to the County, the County shall grant any leaves to City Employees according to the AFSCME, Local 88 Collective Bargaining Agreement.
2. The parties agree that the County is a successor employer for the purpose of complying with other applicable leaves of absence and reinstatement obligations, including but not limited to: the Oregon Family Leave Act (OFLA), the Family Medical Leave Act (FMLA) and the Uniformed Services Employment and Reemployment Rights Act (USERRA).

G. The City and County agree that any payment or reimbursement between City and County that is necessary to effectuate the transition of all forms of leave will be subject to the IGA and will not adversely affect City Employees.

Section 6: Health Insurance, Disability, and Life Insurance Benefits

- A. To avoid any interruption or overlap in medical, dental, vision, disability, or life insurance benefits, the City will continue City Employees on the City's medical, dental, vision, disability, and life insurance plans through the end of the calendar month of their final date of employment with the City. Effective the first day of calendar month following the Transfer Date, or on the Transfer Date if the Transfer Date is the first of the calendar month, City Employees will be eligible for medical, dental, vision, disability, and life insurance benefits under the AFSCME, Local 88 Collective Bargaining Agreement. No later than ten (10) calendar days following the Transfer Date, each City Employee shall elect plan coverage for medical/dental/vision benefits under Article 11 of the MCDSA Collective Bargaining Agreement. The City and County agree that any payment or reimbursement between City and County that is necessary to effectuate the transition will be subject to the IGA and will not adversely affect the benefit eligibility of City Employees.
- B. Pursuant to ORS 236.610(5), in the event that any City Employee is subject to a waiting period for coverage of preexisting conditions under any County health insurance plan, County shall arrange for a waiver of such waiting period with its health insurer. The City

shall reimburse County for the additional premium costs, if any, resulting from such waiver, for a period of not to exceed 12 months.

Section 7: PERS Liability

- A. In accordance with ORS 236.610(7), any PERS unfunded liability or surplus shall be paid or credited to or by the party that was the employer at the time the unfunded liability or surplus accrued.

Section 8: Benefits under AFSCME, Local 88 Collective Bargaining Agreement and Effect of Teamsters Local 223 Collective Bargaining Agreement

- A. Pursuant to ORS 236.620(1)(d), effective upon the Transfer Date all City Employees shall become AFSCME, Local 88 members and shall enjoy the same privileges, wages, benefits, hours, and conditions of employment and be subject to the same regulations as other County employees and AFSCME, Local 88 bargaining unit members under the AFSCME, Local 88 Collective Bargaining Agreement.
- B. Upon transfer of City Employees to County employment on the Transfer Date all eligibility for wages, benefits and other conditions of employment under the AFSCME, Local 88 Collective Bargaining Agreement shall cease.

Section 9: Transfer of Transfer of Employment Records

- A. No later than Seven (7) calendar days prior to the Transfer Date, the City will provide copies of employment records for each City Employee pursuant to ORS 236.610(6). AFSCME, Locals 88 and Teamsters Local 223 specifically agree that the transfer of employment records by the City to County, as successor employer, as set forth above, constitutes an exception to Article 5 of the City's Collective Bargaining Agreement with the Teamsters. To the extent that any such transfer would violate Article 5, the Teamster Local 223 CBA expressly waives its right, as well as the right of City Employees, to grieve or otherwise claim that any transfer of documents and materials in accordance with Section 9 of this Agreement violates Article 5.
- B. The City, subsequent to the Transfer Date, shall retain any and all employment records for transferred employees only in accordance with the Secretary of State's General Records Retention. (Schedule for Cities OAR 166-20-0200 through OAR 166-200-0405) This Agreement does not limit the right of any party to subpoena records retained but the City, but not transferred to the County.

- C. City Employee employment records transferred to the County will thereafter be subject to County policies and practices, and all applicable terms of the AFSCME, Local 88 Collective Bargaining Agreement.

Section 10: Term and Dispute Resolution

- A. This Agreement is effective upon execution of the IGA between the City and the County, and will expire eighteen (18) months from the Transfer Date.
- B. Upon request, the City and the County agree to furnish all information to AFSCME that is necessary to confirm performance of the contractual obligations contained in this Agreement.
- C. Ninety (90) days after the Transfer Date, the County and AFSCME will engage in a benefit reconciliation audit for transferred City Officers, in which the County will provide AFSCME with information identifying for each transferred City employee his/her pay step placement, seniority, and the transfer of benefits under this Appendix.
- D. At least ninety (90) days prior to the date of expiration of this Agreement, the County and AFSCME will engage in a final benefit reconciliation audit for transferred City Officers, in which the County will provide the AFSCME with information identifying for each transferred City Employee his/her pay step placement, seniority, and the transfer of benefits under this Appendix.
- E. Any issue regarding the transfer of City Employees to the County that arises during the term of this Agreement shall be addressed as follows:
 - 1. Issues arising between the County and the AFSCME regarding the interpretation or application of this Appendix or the AFSCME Collective Bargaining Agreement, which cannot be resolved informally, shall be resolved in accordance with the grievance and arbitration procedures set forth in Article 18 – Settlement of Disputes of the AFSCME Collective Bargaining Agreement.
 - 2. Issues arising between the City and the Teamsters regarding the interpretation or application of this Appendix, which cannot be resolved informally, shall be resolved through an unfair labor practice complaint filed under ORS 243.672 (1) (g).

This Agreement represents the entire agreement of the parties and supersedes all prior oral or written understandings, statements, representations, or promises regarding the impact of the transfer of City Employees to the County. The parties expressly represent that there are

no other understandings, representations, or agreements between them relative to the subject matter of this Agreement, except as set forth in the Intergovernmental Agreement referenced above. This Agreement may be amended by the written consent of all parties.

The parties agree that the transfer of employees from the City to the County, which is governed by ORS 236.605 through ORS 236.640, are hereby fulfilled by the terms of this Agreement. The parties further agree that they understand all of the provisions of this Agreement and execute it voluntarily with full knowledge of its significance and consequences.

CITY OF FAIRVIEW EMPLOYEES' UNION, LOCAL 223, TEAMSTERS:

By: _____ Date: _____

MULTNOMAH COUNTY EMPLOYEES UNION, LOCAL 88, AFSCME AFL-CIO:

By: _____ Date: _____

MULTNOMAH COUNTY:

By: _____ Date: _____

CITY OF FAIRVIEW:

By: _____ Date: _____

**APPENDIX E TO THE INTERGOVERNMENTAL AGREEMENT
BETWEEN MULTNOMAH COUNTY AND THE CITY OF FAIRVIEW,
THE MULTNOMAH COUNTY DEPUTY SHERIFF'S ASSOCIATION
AND THE FAIRVIEW POLICE OFFICERS' ASSOCIATION**

This Employee Transfer Agreement ("Agreement") is entered into by and between Multnomah County ("County"), the City of Fairview ("City"), the Multnomah County Deputy Sheriff's Association ("MCDSA") and the Fairview Police Officers' Association ("FPOA") and will become effective only in the event the Intergovernmental Agreement ("IGA") is approved and executed.

Section 1: Transfer of City Officers and Sergeants

- A. Pursuant to ORS 236.605-236.640, current City police officers and sergeants (hereinafter, "City Officers") will be transferred to the County at 12:01 a.m. on the Effective Implementation Date as specified in the approved IGA ("Transfer Date").
- B. No later than seven (7) calendar days prior to the effective date of the transfer of City Officers to County employment, the City will provide copies of employment records for each City Officer pursuant to ORS 236.610(6). The parties agree and understand that employment records pertaining to City Officers' final month of City employment might not be transferred until completion of a 10-day reconciliation period following the Transfer Date.
- C. Pursuant to ORS 236.620(1)(a), if a City Officer was serving a probationary period with the City at the time of transfer, the past service of the City Officer on probation shall apply on the regular probation requirements of the County.
- D. Pursuant to ORS 236.640, any transferred City Officer who remains employed with the County in good standing to the termination of the IGA shall be entitled to the position the City officer held with the City prior to the transfer.

Section 2: Seniority

- A. Seniority of transferred City Officers will be in accordance with ORS 236.620(1)(c).
- B. City Officers shall retain the seniority they accrued while employed by City. Effective on the Transfer Date and pursuant to ORS 236.620 (1), City Officers will be placed on the County's employee roster and the roster shall be consolidated into a single seniority list. Subject to other provisions of this Agreement, the crediting of seniority shall apply for all purposes, including relative seniority for layoffs and demotion, shift preferences, and vacation preferences, as well as salary step increases (subject to Section 4, below), vacation accrual, longevity, premiums, and all other wage and hour benefits

under the MCDSA Collective Bargaining Agreement and Multnomah County policies.

C. City Officers shall have the following seniority dates:

Name	Hire Date
Asboe, Doug	06/08/2000
Delatorre, Josh I	11/02/2011
Epperson III, Billy G	07/06/2004
Flener, Eric	10/26/2009
Gerkman, Brian T	02/01/2012
Kaiser, Joseph S	09/01/2009
Kirby, Gary V	08/08/2005
Meyer, Bernie T	07/01/1995
Nafie, Evan	07/01/2014
Pemberton, John B	07/01/2002
Ries, Josh	11/03/2014
Robertson, Bradley	09/08/2008
Shropshire, Scott	07/01/2013
Singh, Pooja G	04/01/2005

D. The combined City/County seniority list for the sergeant and deputy sheriff classifications is as follows:

SERGEANT - LAW ENFORCEMENT

	NAME	CLASSIFICATION SENIORITY DATE	COUNTY SENIORITY DATE
1	Meyer, B	10/01/01	07/01/95
2	Bevens, S	01/01/02	02/28/00
3	Lange, G	06/15/03	09/27/93
4	Kubic, J	01/19/04	11/28/94
5	Lichatowich, T	01/20/04	03/19/98
6	Edwards, R	09/01/05	12/19/94
7	Kirby, G	09/01/06	08/08/05
8	Brightbill, T	03/18/09	07/01/02
9	Krafve, K	05/06/09	10/26/87
10	Wilkerson, R	07/13/09	08/03/95
11	Kaer, C	07/13/09	11/26/03
12	Gosson, L	01/25/10	03/16/94
13	Pemberton, J	05/01/10	07/01/02
14	Wonacott, T	09/15/10	08/23/93

15	White, B	01/03/11	07/03/03
16	Dangler, S	04/04/11	10/09/00
17	Mallory, S	12/01/11	10/05/92
18	Snitker, L	01/14/13	01/29/90
19	Herron, M	01/14/13	08/04/97
20	Smith, K	01/23/17	09/29/03
21	Laizure, B	01/23/17	09/14/05
22	Hakala, R	01/23/17	09/19/05
23	Jordan, M	01/23/17	03/31/08

DEPUTY SHERIFF

	NAME	CLASSIFICATION SENIORITY DATE	COUNTY SENIORITY DATE
1	Graziano, J	02/15/93	
2	Pentheny, J	07/19/93	
3	Swail, A	11/10/93	
4	Satterthwaite, M	11/11/93	
5	McLellan, S	12/06/93	
6	Lort, B	07/11/94	08/23/93
7	Licht, D	08/01/94	
8	Bickford, K	09/26/94	
9	Quick, H	01/30/95	
10	Farnstrom, P	01/30/95	
11	Vining, G	09/05/95	12/19/94
12	Storagee, J	08/05/96	
13	Osborn, R	12/01/97	
14	Yohe, K	03/09/98	01/03/95
15	Ahn, J	05/18/98	
16	Burkeen, R	06/01/98	03/09/98
17	Matsushima, R	06/01/98	
18	Schneider, J	06/01/98	
19	Nuzum, R	06/15/98	
20	Cortada, R	02/08/99	
21	Bybee, K	07/26/99	
22	McDowell, S	08/04/99	11/16/92
23	Leahy, P	11/01/99	
24	Asboe, Doug	06/08/00	
25	Rist, R	09/24/01	
26	O'Donnell, B	01/07/02	06/22/88
27	Weber, T	07/01/02	

28	Goss, J	07/22/02	
29	Reiter, M	10/28/02	
30	McAfee, K	07/03/03	08/25/97
31	Maurry, J	09/15/03	02/27/02
32	Zwick, J	01/02/04	
33	Jones, K	04/19/04	03/08/99
34	Adams, M	05/03/04	
35	Volker, J	05/03/04	
36	Epperson, Billy	07/06/04	
37	Kotsovos, C	03/24/05	
38	Singh, Pooja	04/01/05	
39	Zwick, J	05/14/05	
40	Oman, K	08/24/05	
41	Ferguson, M	05/01/06	09/07/99
42	Thompson, N	06/05/06	
43	Costello, J	06/05/06	
44	Hakala, T	06/29/07	
45	Gay, C	08/05/07	10/31/05
46	Read, P	02/19/08	
47	Lee, M	02/25/08	
48	Atkins, J	02/25/08	
49	Taber, D	03/10/08	
50	Wagner, C	03/24/08	
51	Tyrus, J	05/19/08	
52	Yandell, L	07/07/08	
53	Odil, K	07/07/08	
54	Robertson, Bradley	09/08/08	
55	Parker, R	09/22/08	
56	Diekmann, C	10/13/08	
57	Frauenthiener, B	07/13/09	
58	Bergey, E	07/20/09	
59	Lazzini, K	07/20/09	
60	Krumpshmidt, K	07/20/09	
61	Kaiser, Joseph	09/01/09	
62	Stephens, C	10/19/09	
63	Flener, Eric	10/26/09	
64	Dumitrache (Ciobanasiu), J	11/09/09	
65	Jewell, R	11/09/09	
66	Harris, K	08/09/10	
67	McQueen, D	01/03/11	

68	Livermore, N	01/03/11	
69	Brown, J	06/01/11	05/22/11
70	Sieczkowski, A	07/11/11	
71	Delatorre, Josh	11/02/11	
72	Doriss, K	11/28/11	
73	Gerkman, Brian	02/01/12	
74	Hughes, D	10/08/12	
75	Baird, K	11/05/12	
76	Bohrer, N	11/13/12	
77	Azevedo, J	01/14/13	06/10/10
78	Hunter, S	06/10/13	12/10/12
79	Shropshire, Scott	07/01/13	
80	Jackson, D	07/08/13	
81	Fitzgerald, S	07/08/13	
82	Bearson, J	08/12/13	
83	Hidalgo, F	09/16/13	
84	Lucas, M	10/11/13	
85	Nafie, Evan	07/01/14	
86	Ries, Josh	11/03/14	
87	Brooks, J	05/04/15	08/19/13
88	Kraushaar, A	07/13/15	
89	Purdell, E	01/11/16	07/30/12
90	Lerch, D	06/06/16	
91	Smith, B	08/15/16	
92	Johnson, K	11/07/16	07/08/13
93	Hewett, P	11/07/16	10/06/14
94	Farmer, M	11/07/16	06/22/15
95	Wik, J	12/12/16	
96	Hill, G	01/23/17	
97	McGarry, D	01/23/17	
98	Earle, A	02/27/17	
99	Smith, J	02/27/17	
100	Mar, J	03/27/17	
101	Willits, S	4/17/17	
102	Miller, E	5/15/17	
103	VACANT		
104	VACANT		

E. If a City Officer and a current County employee have the same classification seniority, seniority shall be determined by each employee's date of hire. If the

dates of hire are the same, seniority shall be determined by the date of job offer. If the job offer dates are the same, the City Officer shall be placed below the Multnomah County employee on the seniority list.

- F. Pursuant to ORS 236.620(c), no County employee shall be laid off or demoted because of the transfer of City Officers to the County at the time the transfer occurs.
- G. The County shall accommodate a City Officer's preselected vacation times. However, no current County employee will be bumped from his/her preselected vacation time to accommodate a transferred City Officer. Transferred City Officers will participate in the next vacation bid as set forth in Article 8(B) of the MCDSA Collective Bargaining Agreement.
- H. No current County employee will be bumped from his/her current shift assignment to accommodate a transferred City Officer. In or around August of 2017, transferring City Officers will participate in a seniority based bid for shifts of 4-10s to be developed by the County's Chief Deputy of the Enforcement Division that will be effective for the transitional period between the Transfer Date and implementation of the full MCDSA 2018 shift bid. This August 2017 shift bid will be conducted in accordance with Article 15(D) of the MCDSA Collective Bargaining Agreement. Modification to transferred City Officer Shifts during the transitional period may be made by the Chief Deputy on an as-needed basis subject to Articles 15(E) and (F) of the MCDSA Collective Bargaining Agreement and following consultation with MCDSA and the impacted employee(s). All City and County Employees will participate in the 2018 shift bid in accordance with Article 15(D) of the MCDSA Collective Bargaining Agreement.

Section 3: Specialty Assignments

- A. One City Officer performing detective duties will be assigned to the County detectives unit. Subject to new contracts with the third-party organizations (such as EMGET or a School District), the one City Officer assigned as School Resource Officer, and the one City Officer assigned to the EMGET unit may continue in their respective assignments. If the County does not enter into third-party contracts for School Resource and/or the EMGET unit in the Fairview District after the Transfer Date, the County and MCDSA shall meet to discuss the assignment for the impacted City Officer(s). If the County and MCDSA are unable to agree upon an assignment for the impacted City Officer(s), the impacted City Officer(s) shall be assigned to a position with the County at the discretion of the County Chief Deputy of the Enforcement Division until the next shift bid under Article 15(D) of the MCDSA Collective Bargaining Agreement and the practices thereunder.
- B. Upon the Transfer Date, City Officers who are in good standing in City specialty assignments (e.g., SWAT, HNT, VCT) will continue their specialty assignments subject to the MCDSA Collective Bargaining Agreement and associated County practices.

- C. City Officers are eligible to apply for County specialty assignments (such as SWAT, Dive Team, Search & Rescue, and etc.) after the Transfer Date and consistent with County policies and practices.

Section 4: Wages.

- A. All City Officers holding the rank of officer shall be placed in the Deputy Sheriff classification with County at the wage step set forth below.
- B. All City Officers holding the rank of sergeant shall be placed in the Sergeant classification with County at the wage step set forth below.
- C. After transfer to County employment, City Officers shall be eligible to move to higher steps on the County's Wage Schedule on the dates set forth below.

Name	Current TPD Assignment	Transferred MCSO Assignment	FPD 7/1/17 Wage/(Step)	Transferred MCSO Wage/(Step)	Anniversary Date	Date Eligible for Step Increase
Meyer, Bernie	Sergeant	Sergeant	39.77 (7)	41.10 (4)	10/01/01	One year from Transfer Date
Kirby, Gary	Sergeant	Sergeant	39.77 (7)	41.10 (4)	09/01/06	One year from Transfer Date
Pemberton, John	Sergeant	Sergeant	39.77 (7)	41.10 (4)	05/01/10	One year from Transfer Date
Asboe, Doug	Police Officer	Deputy Sheriff	33.18 (6)	34.72 (5)	06/08/00	One year from Transfer Date
Epperson III, Billy	Police Officer	Deputy Sheriff	33.18 (6)	34.72 (5)	07/06/04	One year from Transfer Date
Singh, Pooja	Police Officer	Deputy Sheriff	33.18 (6)	34.72 (5)	04/01/05	One year from Transfer Date
Robertson, Bradley	Police Officer/Detective	Deputy Sheriff/Detective	33.18 (6)	34.72 (5)	09/08/08	One year from Transfer Date
Kaiser, Joseph	Police Officer	Deputy Sheriff	33.18 (6)	34.72 (5)	09/01/09	One year from Transfer Date
Flener, Eric	Police Officer/SRO	Deputy Sheriff/SRO	33.18 (6)	34.72 (5)	10/26/09	One year from Transfer Date
Delatorre,	Police Officer	Deputy Sheriff	33.18 (6)	34.72 (5)	11/02/11	One year

Josh						from Transfer Date
Gerkman, Brian	Police Officer	Deputy Sheriff	33.18 (6)	34.72 (5)	02/01/12	One year from Transfer Date
Shropshire, Scott	Police Officer/EMGET	Deputy Sheriff/EMGET	33.18 (6)	34.72 (5)	07/01/13	One year from Transfer Date
Nafie, Evan	Police Officer	Deputy Sheriff	31.59 (5)	33.31 (4)	07/01/14	One year from Transfer Date
Ries, Josh	Police Officer	Deputy Sheriff	30.09 (5)	33.31 (4)	11/03/14	One year from Transfer Date

Section 5: Accrued Leave of Transferred Employees.

A. Compensatory Time

1. Pursuant to ORS 236.610(3), City is responsible for liquidating any accrued compensatory time of City Officers being transferred to the County, by paying the City Officer for the accrued compensatory time at the City Officer's then-effective City rate of pay.

B. Sick Leave

1. Pursuant to ORS 236.610(4)(a)(A), City Officers transferred to the County may elect to retain any accrued sick leave. If the City Officer elects to liquidate any accrued sick leave, such leave shall be paid in cash to the City Officer at 50% of his/her then-effective City rate of pay. City Officers who wish to elect sick leave payout must submit a written request to the City Finance Director prior to the Transfer Date.

C. Vacation Leave

1. Pursuant to ORS 236.610(4)(a)(B), City Officers transferred to the County may elect

to retain vacation leave as follows.	<u>Years of City Service</u>	<u>Maximum Vacation Leave City Officer May Retain Upon Transfer to County</u>
	Less than 5 years	160 hours
	More than 5 years	240 hours

Any vacation that a City Officer does not carry over to County Employment shall be paid by the City to the City Officer at the City Officer's then-effective City rate of pay.

D. Holidays

1. The City shall liquidate any accrued holiday leave of City Officers being transferred to the County, by paying the City Officer for the accrued holiday at the City Officer's then-effective City rate of pay.

E. Payment

1. The City will pay final wages to City Officers through the normal City pay cycle, which concludes immediately following the Transfer Date. Transferred City Officers will be paid using the City's standard direct deposit process and pay date for that period. Further, normal tax withholding and employee benefit deductions will be applied to the final wages. However, the standard supplemental pay tax withholding only will be applied to any paid leave payouts.
2. The City will pay compensatory time, holiday leave, vacation leave and sick leave consistent with this Agreement to City Officers during the second normal City pay cycle which concludes immediately following the Transfer Date. Transferred City Officers will be paid through the City's standard direct deposit process and pay date for that second pay period. Further, the standard supplemental pay tax withholding only will be applied to any paid leave payouts.

F. Other Leave

1. Pursuant to ORS 236.610(4)(c), after the transfer of City Officers to the County, the County shall grant any leave to City Officers according to the MCDSA Collective Bargaining Agreement. As stated above, the County shall accommodate a City Officer's preselected vacation times. However, no current County employee will be bumped from his/her preselected vacation time to accommodate a transferred City Officer.
2. The parties agree that the County is a successor employer for the purpose of complying with other applicable leaves of absence and reinstatement obligations, including but not limited to the Oregon Family Leave Act (OFLA), the Family Medical Leave Act (FMLA) and the Uniformed Services Employment and Reemployment Rights Act (USERRA).

- G. The City and County agree that any payment or reimbursement between City and County that is necessary to effectuate the transition of all forms of leave will be subject to the IGA and will not adversely affect City Officers.

Section 6: Health Insurance, Disability, Life Insurance, and Deferred Compensation Benefits

- A. To avoid any interruption or overlap in medical, dental, vision, disability, or life insurance benefits, the City will continue City Officers on the City's medical, dental, vision, disability, and life insurance plans through the end of the calendar

month of their final date of employment with the City. Effective on the Transfer Date, City Officers will be eligible for medical, dental, vision, disability, and life insurance benefits under the MCDSA Collective Bargaining Agreement. No later than ten (10) calendar days prior to the Transfer Date, each City Officer shall elect plan coverage for medical/dental/vision benefits under Article 11 of the MCDSA Collective Bargaining Agreement. The City and County agree that any payment or reimbursement between City and County that is necessary to effectuate the transition will be subject to the IGA and will not adversely affect the benefit eligibility of City Officers.

- B. Pursuant to ORS 236.610(5), in the event that any City Officer is subject to a waiting period for coverage of preexisting conditions under any County health insurance plan, County shall arrange for a waiver of such waiting period with its health insurer. The City shall reimburse County for the additional premium costs, if any, resulting from such waiver, for a period of not to exceed 12 months.
- C. Transferred City employees may participate in Multnomah County's deferred compensation program in accordance with applicable County policies and provisions of the MCDSA Collective Bargaining Agreement.

Section 7: PERS Liability

In accordance with ORS 236.610(7), any PERS unfunded liability or surplus shall be paid or credited to or by the party that was the employer at the time the unfunded liability or surplus accrued.

Section 8: Waiver of County Education Requirement.

On a non-precedent setting basis, current City Officers who are transferred to the County are not required to have a college degree.

Section 9: Benefits under MCDSA Collective Bargaining Agreement and Effect of FPOA Collective Bargaining Agreement.

- A. Pursuant to ORS 236.620(1)(d), effective upon the Transfer Date to County, all City Officers shall become MCDSA members and shall enjoy the same privileges, wages, benefits, hours, and conditions of employment and be subject to the same regulations as other County employees and MCDSA bargaining unit members under the MCDSA Collective Bargaining Agreement.
- B. Upon transfer of City officers to County employment on the Transfer Date, all eligibility for wages, benefits and other conditions of employment under the FPOA Collective Bargaining Agreement shall cease.

Section 10: Transfer of Employment Records

- A. No later than seven (7) calendar days prior to the Transfer Date, the City will provide copies of employment records for each City Officer pursuant to ORS 236.610(6). The FPOA specifically agrees that the transfer of employment

records by the City to County, as successor employer, as set forth above, constitutes an exception to Article 6 of the City's Collective Bargaining Agreement with the FPOA. To the extent that any such transfer would violate Article 6, the FPOA expressly waives its right, as well as the right of City Officers, to grieve or otherwise claim that any transfer of documents and materials in accordance with Section 10 of this Agreement violates Article 6.

- B. The City, subsequent to the Transfer Date, shall retain any and all employment records for transferred employees only in accordance with the Secretary of State's General Records Retention. (Schedule for Cities, OAR 166-200-0200 through OAR 166.200-0405.) This Agreement does not limit the right of any party to subpoena records retained but the City, but not transferred to the County.
- C. City Officer employment records transferred to the County will thereafter be subject to County policies and practices, and all applicable terms of the MCDSA Collective Bargaining Agreement.

Section 11: Term & Dispute Resolution

- A. This Agreement is effective upon execution of the IGA between the City and the County, and will expire eighteen (18) months from the Transfer Date.
- B. Upon request, the City and the County agree to furnish all information to MCDSA that is necessary to confirm performance of the contractual obligations contained in this Agreement.
- C. Ninety (90) days after the Transfer Date, the County and MCDSA will engage in a benefit reconciliation audit for transferred City Officers, in which the County will provide the MCDSA with information identifying for each transferred City Officer his/her pay step placement, seniority, and the transfer of benefits under this Appendix.
- D. At least ninety (90) days prior to the date of expiration of this Agreement, the County and MCDSA will engage in a final benefit reconciliation audit for transferred City Officers, in which the County will provide the MCDSA with information identifying for each transferred City Officer his/her pay step placement, seniority, and the transfer of benefits under this Appendix.
- E. Any issue regarding the transfer of City Officers to the County that arises during the term of this Agreement shall be addressed as follows:
 - 1. Issues arising between the County and the MCDSA regarding the interpretation or application of this Appendix or the MCDSA Collective Bargaining Agreement, which cannot be resolved informally, shall be resolved in accordance with the grievance and arbitration procedures set forth in Article 20 – Settlement of Disputes of the MCDSA Collective Bargaining Agreement.

2. Issues arising between the City and the MCDSA regarding the interpretation or application of this Appendix, which cannot be resolved informally, shall be resolved through an unfair labor practice complaint filed under ORS 243.672 (1) (g).

This Agreement represents the entire agreement of the parties and supersedes all prior oral or written understandings, statements, representations, or promises regarding the impact of the transfer of City Officers to the County. The parties expressly represent that there are no other understandings, representations, or agreements between them relative to the subject matter of this Agreement, except as set forth in the Intergovernmental Agreement referenced above. This Agreement may be amended by the written consent of all parties.

The parties agree that the transfer of employees from the City to the County, which is governed by ORS 236.605 through ORS 236.640, is fulfilled by the terms of this Agreement. The parties further agree that they understand all of the provisions of this Agreement and execute it voluntarily with full knowledge of its significance and consequences.

FAIRVIEW POLICE OFFICERS' ASSOCIATION:

By: _____ Date: _____
Bradley Robertson, Association President

MULTNOMAH COUNTY DEPUTY SHERIFF'S ASSOCIATION:

By: _____ Date: _____
Matt Ferguson, Association President

CITY OF FAIRVIEW:

By: _____ Date: _____
Nolan Young, City Administrator

MULTNOMAH COUNTY:

By: _____ Date: _____
Jeff Heinrich, Labor Relations Manager