



## MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

(Revised: 6/3/2014)

APPROVED: MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS

AGENDA # R-2 DATE 2/18/16  
MARINA BAKER, ASST BOARD CLERK

### Board Clerk Use Only

Meeting Date: 2/18/16  
Agenda Item #: R.2  
Est. Start Time: 9:35 am approx.  
Date Submitted: 2/9/15

**Agenda Title:** **Approval of an Intergovernmental Agreement Extension between Multnomah County Sheriff's Office and the City of Fairview**

**Requested Meeting Date:** 2/18/2016 **Time Needed:** 5 min.  
**Department:** Multnomah County Sheriff **Division:** Enforcement  
**Contact(s):** Commander Scott Anderson  
**Phone:** 503-988-0350 **Ext.** 80350 **I/O Address:** 526/TPCC  
**Presenter Name(s) & Title(s):** Chief Deputy Tim Moore and Commander Scott Anderson

### General Information

**1. What action are you requesting from the Board?**

Placement for approval of an IGA with the City of Fairview to provide a Sheriff's Office Commander to act as the Fairview Chief of Police on an interim basis through August, 2016.

**2. Please provide sufficient background information for the Board and the public to understand this issue. Please note which Program Offer this action affects and how it impacts the results.**

The City of Fairview's Chief of Police resigned effective October 9, 2015. The City of Fairview has requested the assistance of the Sheriff to provide an experienced law enforcement commander to act as Chief of Police on an interim basis so that the City can conduct an appropriate recruitment process to fill the vacancy.

**3. Explain the fiscal impact (current year and ongoing).**

The County will be reimbursed at the rate of \$9,000 per month.

**4. Explain any legal and/or policy issues involved.**

A signed IGA is necessary to establish the terms, conditions, and responsibilities of the City and the County respectively.

**5. Explain any citizen and/or other government participation that has or will take place.**

The City of Fairview City Council will also approve this IGA.

### Required Signature

**Elected Official or Department/ Agency Director:** Sheriff Daniel Staton /s/ **Date:** 02/09/2016

**INTER GOVERNMENTAL AGREEMENT  
BETWEEN THE CITY OF FAIRVIEW, OREGON AND MULTNOMAH COUNTY**

This intergovernmental agreement (Agreement) is made and entered into by and between the City of Fairview, Oregon (Fairview) and Multnomah County, Oregon (County).

**RECITALS**

- A. Fairview has an operational need for a qualified sworn public safety officer to perform as the acting Chief of Police.
- B. County has the operational capacity to temporarily reassign a qualified sworn public safety officer at or above the level of Captain to assist Fairview. The assigned officer will provide the necessary police chief duties for Fairview; however, the assigned officer will remain an employee of County.
- C. By the authority granted in Oregon Revised Statutes (ORS) 190.010 *et seq.*, and applicable local law, local government agencies may enter into cooperative agreements with other units of local government on terms and conditions mutually agreeable to the contracting parties.

Now therefore, it is agreed by and between Fairview and the County as follows:

**TERMS OF AGREEMENT**

1. County shall provide to Fairview a loan of the services of an officer at or above the level of Captain (Assigned Officer), who has been determined to have the expertise and experience to perform as the acting Chief of Police as set forth in the attached Exhibit A – Job Description (Services). County will consult with the City Administrator for Fairview prior to assigning or reassigning the Assigned Officer responsible to perform the services to Fairview. County will take into account input and suggestions from Fairview when assigning or reassigning the Assigned Officer. Services will be provided at a monthly cost to Fairview of \$9,000.00 (nine thousand dollars). County, through the Multnomah County Sheriff's Office will invoice Fairview on a monthly basis with payment to be made within 14 days of receipt of invoice unless otherwise agreed to in writing by both parties.
2. While performing Services, the Assigned Officer will remain a full-time employee of the County and will continue to be compensated and provided benefits by the County and shall not be entitled to any benefits or other compensation from Fairview, other than reimbursement of his direct out of pocket expenses.
3. County agrees that, while performing duties as Police Chief, the Assigned Officer will report to the City Administrator as necessary to perform the duties, but will remain an employee of County, including but not limited to performing all duties in conformance with all County rules, policies, procedures and regulations. No party is an agent or employee of the other. Fairview and the County acknowledge that this Agreement does not constitute a transfer of a public employee pursuant to ORS 236.605 through 236.640.
4. Fairview agrees to provide all necessary equipment to perform the Services including a computer and vehicle.
5. This Agreement commences on March 1, 2016 and continues until September 1, 2016 unless

otherwise terminated by either party. Either party may terminate the Agreement at any time prior to that expiration by providing thirty days written notice to the other party.

6. Each party agrees to comply with all local, state and federal ordinances, statutes, laws and regulations that are applicable to the services provided under this Agreement.

7. No party shall assign its rights or obligations under this Agreement, in whole or in part, without the prior written approval of the other party.

8. Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, Fairview shall indemnify, defend and hold harmless County and the Assigned Officer from and against all liability, loss and costs arising out of or resulting from the acts of the Assigned Officer while acting within the scope and course of the Assigned Officer's duties as the Chief of Police.

9. This Agreement constitutes the entire agreement between Fairview and the County on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement will bind either party unless in writing and signed by both parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, will be effective only in the specific instances and for the specific purpose given. This Agreement is specific to Fairview and the County and is not intended to confer upon any other person or entity any rights or remedies whatsoever.

The parties by execution of this Agreement, hereby acknowledge that their respective chief administrative officers have read and understand this Agreement, that each has the authority to sign and bind Fairview and the County and that Fairview and the County shall be bound by its terms and conditions.

FAIRVIEW

\_\_\_\_\_  
Nolan Young, City Administrator  
City of Fairview

\_\_\_\_\_  
Date

MULTNOMAH COUNTY, OREGON:

\_\_\_\_\_  
Multnomah County Chair

\_\_\_\_\_  
Date

Approved as to Form:

\_\_\_\_\_  
Jenny M. Madkour  
County Attorney for Multnomah County



## Chief of Police

### Purpose of Position

Chief law enforcement officer of the City. Directs all operations within the Police Department; direct command over all members of the department. Coordinates, supervises and administers the promotion, planning, implementation and evaluation of all Police Department services and assumes the duties of a line Police Officer as required. Serves as a member of the Executive Team and reports to the City Administrator.

### Essential Job Functions

Plans, directs, supervises, and manages all the operations of the Police Department in order to provide maximum service to the Community.

Contributes as a member of the City Management Team and makes decisions in the best interest of the City.

Formulates and enforces departmental policies. Is responsible for the proper and efficient enforcement of all law and ordinances which the Police Department is authorized to enforce.

Establishes a clear chain of command with definite channels of communication, responsibility and authority.

Establishes and maintains an effective public relations program between the department and the community which often involves speaking to citizen groups. Promotes confidence and understanding of local government and law enforcement, including crime prevention and safety programs.

Develops, implements, and controls the Police Department budget.

Evaluates the work performance and assignments of departmental personnel; recommends to Personnel Officer hires, discharges, and promotes personnel with the approval of the City Administrator.

Coordinates and supervises all regular department activities directed toward enforcing the criminal and traffic laws, regulations and ordinances of the State of Oregon and the City of Fairview.

Maintains working relationships with other law enforcement organizations including state, county and federal law enforcement personnel, and with any other provider furnishing service that may enhance the quality of life in the community.

Supervises, directs and assists with investigation work where major crimes, accidents and other unusual incidents are involved.

Performs routine law enforcement and patrol duties performed by patrol officers as necessary for the efficient operation and maintenance of established service levels.

Attends City Council meetings and provides monthly activity report.

Perform related duties and responsibilities as required.

### Job Qualification Requirements

Bachelor Degree or equivalent to a 4-year college education in law enforcement, criminal justice, or related field, or any satisfactory combination of experience and training which demonstrates the knowledge, skills, and abilities to perform duties. Must possess BPST Basic Certification or out of state equivalent. Level of experience typified by five years employment in the law enforcement field with three of those years in a supervisory capacity required. Prior employment with a recognized BPST agency preferred. Must be knowledgeable in the use of firearms, investigative and communications equipment, be able to speak and write clearly and effectively, work effectively in a community of diverse interests and respond to rapid changes in priorities and community needs. Must possess or be able to obtain upon hire a valid Oregon Drivers license and CPR rating.

## Chief of Police

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The goal of the City of Fairview Police Department is to provide for the safety and security of residents, businesses and visitors through the efficient prevention, apprehension and prosecution of criminal activities, infractions and ordinance violations

#### **Special Requirements/Licenses**

Frequently works overtime, weekend, holiday, and shift and evening hours. Works in all weather conditions and must be able to use sound judgment in stress situations and produce positive results with limited resources. Frequently required to perform tasks and reach decisions independently. Regularly exposed to life threatening or potentially life-threatening situations.

#### **Supervisory Responsibilities**

Coordinates and supervises all regular department activities directed toward enforcing the criminal and traffic laws, regulations and ordinances of the State of Oregon and the City of Fairview.

#### **Accountability**

This position is accountable to the City Administrator.

#### **Physical Demands and Working Conditions**

*The physical demands herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform these essential job functions.*

**Environment:** Normal office setting and outdoor field work.

**Mobility:** Incumbents require sufficient mobility for heavy, moderate or light lifting; walking, standing or sitting for prolonged periods of time; operating motorized equipment and vehicles.

**Vision:** Vision acuity to operate vehicles and equipment.