

**DRAFT
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). Services will be provided at no charge to Fairview. Services will not exceed the period specified in this agreement 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 October 10, 2015 and expires on February 29, 2016 unless extended in writing signed by both parties. 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 employment 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

Christy Wurster, Interim City Administrator
City of Fairview

Date

MULTNOMAH COUNTY, OREGON:

Multnomah County Sheriff
County Chair or designee:

Date

Approved as to Form:

Jenny M. Madkour
County Attorney for Multnomah County