

GOVERNMENT CONTRACT (190 AGREEMENT)

This is an Agreement between the City of Fairview (CITY) and Multnomah County (County or MCSO), pursuant to authority granted in ORS Chapter 190.

PURPOSE:

The purpose of this agreement is to allow County to provide CITY with additional police enforcement functions and City police records processing.

The parties agree as follows:

1. **TERM** The term of this agreement shall be from July 1, 2004 to June 30, 2005.

2. **RESPONSIBILITIES OF CITY of Fairview.** The CITY agrees to:

The CITY shall pay to the Multnomah County Sheriff's Office (MCSO) for patrol services at a rate of \$56.47 per hour. This rate includes \$43.41 per hour for a patrol officer (based on the salary and benefits for an average Deputy Sheriff in Fiscal year 2004-05). Also included in this rate is the hourly cost of a marked vehicle of \$11.00 per hour, plus indirect costs of \$2.06 per hour (based on an indirect cost rate of 3.79%).

The CITY shall pay MCSO for providing police records processing as outlined below, at the rate of \$4,000.00 for the contract period.

Payment of such services is to be made on a quarterly basis. Payments will be mailed to:

Sharon Lowell
Multnomah County Sheriff's Office
501 SE Hawthorne Blvd., Suite 350
Portland, Oregon 97214

The CITY agrees that all matters incident to the performance of the services provided hereunder, 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 assigned personnel provide hereunder by MCSO 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.

The CITY agrees to give MCSO as much advance notice of unfilled shifts as is practical.

3. RESPONSIBILITIES OF COUNTY. The County agrees to:

The MCSO agrees to provide police service within the corporate limits of the CITY. The police services shall include the duties and enforcement functions customarily rendered by the MCSO under the statutes of the State of Oregon and the CITY. These services shall include response to emergency situations where life and property are in danger, criminal law enforcement, traffic enforcement, and similar law enforcement activities within the legal authority of the MCSO to provide. The MCSO and CITY agree to meet and discuss which CITY ordinances the MCSO will enforce. The parties agree that ORS 206.345(2), which provides, *"During the existence of the contract, the Sheriff and the deputies of the Sheriff shall exercise such authority as may be vested in them by terms of the contract, including full power and authority to arrest for violation of all duly enacted ordinances of the contracting city"* shall prevail and both parties shall perform accordingly.

The MCSO agrees to provide all necessary labor, supervision, equipment, communication facilities, and supplies necessary to provide the services described herein.

The MCSO shall make available for the performance of the services described herein, properly supervised deputy sheriffs, certified as police officers by the Oregon Board on Police Standards and Training.

The MCSO agrees to respond to calls for service seven days per week, within the CITY limits, during those hours when no Fairview police officer is assigned to patrol duty.

MCSO shall provide for the processing of CITY police records. The processing shall include:

- a. Issuing a file number
- b. Receiving and logging in the report
- c. Reading, copying and distributing the report
- d. Delivering the report to the Multnomah County District Attorney's Office
- e. Entering the report into the Portland Police Data System (PPDS)
- f. Provide Quality Control measures to ensure accuracy of information.

The MCSO shall provide to CITY a monthly report that includes the number of incidents to which MCSO responded, the amount of time spent on incidents, and the assigned incident number. MCSO will use BOEC documents as well as Deputies daily reports to verify hours spent on dispatched calls. MCSO agrees that its personnel will make certain that a copy of all reports written concerning incidents occurring in Fairview will be forward to the Fairview Police Department.

4. TERMINATION This agreement may be terminated by either party upon 90 (ninety) day's written notice.

5. INDEMNIFICATION Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300,

County shall indemnify, defend and hold harmless CITY from and against all liability, loss and costs arising out of or resulting from the acts of County, its officers, employees and agents in the performance of this agreement. Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300 CITY shall indemnify, defend and hold harmless County from and against all liability, loss and costs arising out of or resulting from the acts of CITY, its officers, employees and agents in the performance of this agreement.

6. **INSURANCE** Each party shall each be responsible for providing worker's compensation insurance as required by law. Neither party shall be required to provide or show proof of any other insurance coverage.

7. **ADHERENCE TO LAW** Each party shall comply with all federal, state and local laws and ordinances applicable to this agreement.

8. **NON-DISCRIMINATION** Each party shall comply with all requirements of federal and state civil rights and rehabilitation statutes and local non-discrimination ordinances.

9. **ACCESS TO RECORDS** Each party shall have access to the books, documents and other records of the other which are related to this agreement for the purpose of examination, copying and audit, unless otherwise limited by law.

10. **SUBCONTRACTS AND ASSIGNMENT** Neither party will subcontract or assign any part of this agreement without the written consent of the other party.

11. **THIS IS THE ENTIRE AGREEMENT** This Agreement constitutes the entire Agreement between the parties. This Agreement may be modified or amended only by the written agreement of the parties.

12. **ADDITIONAL TERMS AND CONDITIONS:**

a. The CITY retains the right to notify BOEC as to the priority number of calls they wish MCSO to respond to.

b. The hourly charge will be based on time spent by the primary MCSO car dispatched. Mutual aid will not be considered chargeable.

c. MCSO can cite Fairview violations occurring in the city limits of Fairview to Municipal Court. Fairview Police Department will provide MCSO with the proper citations form.

d. The Sheriff or his designated representative will represent the MCSO in all matters pertaining to this Agreement.

e. The CITY will designate a person as "Liaison to Law Enforcement" from the City Administrators Office to represent the city.

f. Any notice or notices provided for by this Agreement or by law to be given or served upon the MCSO shall be given or served by letter deposited in the United States mail, postage prepaid, and addressed:

Bernie Giusto, Sheriff
Multnomah County Sheriff's Office
501 SE Hawthorne, Suite 350
Portland, Oregon 97214

Any notice or notices provided for by this agreement or by law to be given or served upon CITY may be given or served by letter deposited in United States mail, postage prepaid and addressed:

Kenneth D. Johnson, Chief of Police
City of Fairview
1300 NE Village Street
Fairview, Oregon 97024

g. The CITY shall designate in writing a representative who shall be authorized to request special emergency patrols or responses from the MCSO.

h. The Sheriff shall designate a representative of the Sheriff's Office to address special requests from the CITY. The name of such representative will be provided to the Police Chief of Fairview.

MULTNOMAH COUNTY, OREGON

By _____

Title _____

Reviewed:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY

CITY OF FAIRVIEW, OREGON

By  _____

Title MAYOR _____

Approved as to form:

N/A _____