

INTERGOVERNMENTAL AGREEMENT BURGLAR ALARM TASK FORCE

This agreement is made and entered into pursuant to the authority found in ORS 190.010 et seq. and ORS 206.345 by and between Multnomah County Sheriff's Office (MCSO), jointly with and on behalf of Multnomah County (County), and City of Fairview (City).

RECITALS

WHEREAS, both the City (Fairview Municipal Code Section 9.30) Exhibit A, and County (Multnomah County Code Chapter 15.700) have in force provisions which regulate the installation and use of burglary and robbery alarm system; and

WHEREAS, the parties desire to enter into this agreement to govern the administration of City Municipal Code Section 9.30 in accordance with the mutual terms and conditions set forth herein, the parties agree as follows:

I. TASK FORCE:

1. Multnomah County through the MCSO shall facilitate a countywide Burglar Alarm Task Force. Representatives of MCSO and participating cities will work collectively on the overall administration of the False Alarms Reduction Program. A member from the alarms industry shall be invited as a non-voting participant. The Task Force shall operate by consensus.
2. MCSO agrees to set quarterly meetings of the Task Force. MCSO agrees to prepare the meeting facility and provide any information or items that the Task Force needs in order to conduct its business.
3. MCSO agrees to provide administrative support for the Task Force. Such support includes but is not limited to preparing and distributing all meeting minutes of the Task Force.
4. The Task Force duties shall include but are not limited to the following:
 - a. Review and approval of the MCSO's Alarm Ordinance Unit's final proposed budget and any revisions;
 - Annual operating cost review, and
 - Annual operating cost revisions
 - b. The review and approval of MCSO Alarm Ordinance Unit policies that impact the services provided by the Alarm Ordinance Unit. MCSO shall maintain personnel in accordance with Multnomah County personnel rules, regulations and administration.
5. The Task Force shall review information and develop policy to present to the alarm industry.

II. THE PARTIES AGREE:

1. The MCSO shall:

- a.** Administer Fairview Municipal Code Section 9.30 according to its terms as they exist or may be amended in the future.
- b.** Administer the MCSO False Alarms Reduction program for daily operations which includes but is not limited to:
 - Processing of new alarm applications.
 - Daily processing of the false alarm file.
 - False alarm billings and collections.
 - Maintain all financial documentation.
 - Provide customer service to the citizens of Fairview.
- c.** Provide the City representative with quarterly False Alarm Reduction program statistical reports and other requested information.
- d.** Provide individual notification to the designated City of Fairview representative of unusual occurrences by users within the cities.

2. The City will:

- a.** Provide a designated City representative to serve on the Task Force and act on the City's behalf.
- b.** Provide input for publications produced by the Alarm Ordinance Unit.

3. Finance:

- a.** MCSO will provide year-end financial reports of all Alarm Ordinance Unit expenditures, no later than September 30th of each calendar year.
- b.** MCSO shall seek authorization from the Task Force to allot monies in excess of \$5,000 for any aggregate expenditure that is non-emergency in nature. Emergency expenditures in excess of \$5,000 may be made upon verbal notice to Task Force members.
- c.** "Emergency" is any unforeseen occurrence between quarterly Task Force meetings requiring unbudgeted expenditures of over \$5,000 that is necessary to continue operation of the Alarm Ordinance Unit.
- d.** The alarm permit fee collected under Fairview Municipal Code section 9.30 shall be allocated to Multnomah County for the administration of the Alarm Ordinance Unit.

- e. All fees collected for false alarms will be transferred, in their entirety, to the City on a quarterly basis within thirty (30) days of the end of each quarter. The revenue transfer will occur in the months of October, January, April, and year end fiscal report by September 30th.
- f. All fees with the exception of false alarm fees collected pursuant to Fairview Municipal Code section 9.30 and administered by County officers or employees will be revenue of County; provided, however, that County shall maintain records sufficient to identify the sources and amounts of that revenue.
- g. County shall maintain records in accordance with sound accounting principles sufficient to determine on a fiscal year basis the direct costs of administering Fairview Municipal Code section 9.30 by County officers or employees, including salaries and wages (excluding the Sheriff individually), travel, office supplies, postage, printing, facilities, office equipment and other properly chargeable costs.
- h. Not later than September 30th of each year, County shall render an account to the City for administering Fairview Municipal Code section 9.30. The account shall establish the net excess revenue or cost deficit for the preceding fiscal year and shall allocate that excess revenue, if any, or deficit, if any, to the County and the City proportionately as the number of permits issued for alarm systems within the corporate limits of the City bears to the whole number of permits issued in Multnomah County by the program provided, that no allocation shall be made if the net excess revenue or deficit is less than \$2,500.00.
- i. Distribution by the County of any excess revenue amounts by the City shall be made not later than September 30th of each fiscal year.
- j. "Sound accounting principles" as used in this section, shall include, but not be limited to, practices required by the terms of any state or federal grant or regulations applicable thereto which relate to the purpose of Fairview Municipal section 9.30.

III. EFFECTIVE AND TERMINATION DATES

This agreement shall be effective August 1, 2017, and shall remain in effect until there is no government law enforcement response to burglary and robbery alarms in the City, or until terminated by either party on sixty (60) days written notice of such termination to the other party.

IV. CONTACT PERSON

For information concerning services to be performed under this agreement, contact shall be made with:

| | |
|------------------------|--------------------|
| If to the City | If to MCSO |
| City Administrator | Alarms Coordinator |
| 1300 NE Village Street | 4735 E Burnside |
| Fairview, OR 97024 | Portland, OR 97215 |

V. NOTICE

Any notice provided for under this agreement shall be written and delivered personally to the following addressee or deposited in the United States Mail, postage prepaid certified mail, return receipt requested, addressed as follows, or to such other address as the receiving party hereafter shall specify in writing:

If to the City:

City Administrator
1300 NE Village Street
Fairview, OR 97024
Telephone: 503-674-6221

If to MCSO:

Francis Cop, MCSO
4735 E Burnside St
Portland, OR 97215
Telephone: 503-988-0520

VI. AMENDMENTS

The MCSO and the City may amend this agreement at any time only by written amendment, agreed to by both parties.

VII. COMPLIANCE WITH LAWS

In connection with its activities under this agreement, MCSO and City shall comply with all applicable federal, state, and local laws and regulations.

VIII. OREGON LAW AND FORUM

1. This agreement shall be construed according to the laws of the State of Oregon.
2. Any litigation between the MCSO and City arising under this agreement or out of work performed under this agreement of issues not finally resolved by arbitration as provided in Section XI of this agreement, shall occur, if in the state courts, in the Multnomah County Court having jurisdiction thereof, and if the federal courts, in the United States District Court for the District of Oregon.

IX. INDEMNIFICATION

1. Subject to the limitations of the Oregon Torts Claims Act and the Oregon Constitution, MCSO and the County shall indemnify, defend, and hold harmless the City, its officers, employees and agents from all claims, suits, actions or expenses of any nature resulting from or arising out of the acts, errors or omissions of MCSO personnel acting pursuant to the terms of the Agreement.
2. Subject to the limitations of the Oregon Tort Claims Act and the Oregon Constitution, the City shall indemnify, defend, and hold harmless County and MCSO, their officers, employees and agents from all claims, suits, actions or expenses of any nature resulting from or arising out of the acts, errors or omissions of City personnel acting pursuant to the terms of this Agreement.

X. ASSIGNMENTS

Neither the City nor MCSO shall assign this agreement, in whole or part, or any right, or obligation hereunder, without the prior written approval of the other.

XI. ARBITRATION

Any dispute under this agreement which is not settled by mutual agreement of MCSO or City within sixty (60) days of notification in writing by either party shall be submitted to an arbitration panel. The panel shall be composed of three (3) persons, one of whom shall be appointed by MCSO, one of whom shall be appointed by the City, and one of whom shall be appointed by the two arbitrators appointed by MCSO and the City. In the event the two cannot agree on the third arbitrator, then the third shall be appointed by the Presiding Judge (civil) of the Circuit Court of the State of Oregon for the County of Multnomah. The arbitrators shall be selected within thirty (30) days of the expiration of the sixty (60) day period. The arbitration shall be conducted in Portland, Oregon and shall be governed by the laws of the State of Oregon. The parties shall agree on the rules governing the arbitration (including the appropriation of costs). If the parties cannot agree on rules, the arbitrators shall adopt rules consistent with this section. The arbitrators shall render their decision within forty-five (45) days of their first meeting with MCSO and City. Insofar as MCSO and City legally may do so, they shall be bound by the decision of the panel.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duty appointed officers on the date written below:

City of Fairview

Multnomah County Sheriff's Office

Nolan K Young
Nolan Young, City Administrator

Date Signed 9-5-17

Michael Reese, Sheriff

Date Signed _____

Deborah Kafoury, Multnomah County Chair

Date Signed _____

Approved as to Form:

Reviewed:

[Signature]
Fairview City Attorney

County Counsel for Multnomah County

Date: 9/6/17

Date: _____