

## INTERGOVERNMENTAL AGREEMENT

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MCSO Contract No. \_\_\_\_\_

METRO Contract No. 933505

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made pursuant to the authority found in ORS 190.010, et seq., and ORS 206.345 between MULTNOMAH COUNTY ("COUNTY") by and through the Multnomah County Sheriff's Office ("MCSO") and METRO, (collectively referred herein as "Parties").

### RECITALS

WHEREAS, the COUNTY is a political subdivision of the state of Oregon and is a unit of local government authorized to enter into intergovernmental agreements pursuant to ORS 190.010, et seq.; and

WHEREAS, the MCSO is authorized to enter into intergovernmental agreements jointly with and on behalf of the COUNTY pursuant to ORS 206.345; and

WHEREAS, METRO is an Oregon municipal corporation formed and operating under state law and the Metro Charter, and is a unit of local government authorized to enter into intergovernmental agreements pursuant to ORS 190.010, et seq.; and

WHEREAS, this Agreement replaces and supersedes MCSO Contract No. 201483/ Metro Contract No. 932659; and

WHEREAS, METRO desires to contract with the COUNTY for the performance of certain law enforcement functions to be performed by the COUNTY through MCSO; and

WHEREAS, the COUNTY is able and prepared to provide the services required by METRO under the terms and conditions set forth in this Agreement; now therefore,

IN CONSIDERATION of those mutual promises and the terms and conditions set forth hereafter and pursuant to the provisions of ORS chapter 190, the Parties agree to be bound as follows:

#### A. INVESTIGATION

1. The COUNTY shall provide general investigative law enforcement service to METRO at Metro's direction. This service shall include:
  - (a) Enforcement of the METRO code and regulations, including without limitation provisions related to flow control investigation, illegal dumping, and solid waste management;
  - (b) Random and directed surveillance of persons collecting,



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transporting, storing, treating, and disposing of solid and liquid waste to ensure such persons are complying with the METRO code and regulations;

- (c) Assistance with investigation, case preparation, and prosecution in cases involving offenses (including without limitation fraud, racketeering, and material breach of contract) allegedly committed by vendors, contractors, or subcontractors doing business with METRO or by facilities, firms or individuals subject to METRO ordinances and regulations;
  - (d) Investigations of suspected violations of environmental laws, rules, and ordinances; and
  - (e) Other general investigative work as requested by Metro.
2. In accordance with ORS 206.345(2), during the existence of this Agreement, the Sheriff and the Deputy Sheriff shall exercise such authority as may be vested in them by law or by terms of this Agreement, including full power and authority to cite, arrest, and take other enforcement action for violations of all METRO code provisions and regulations, including without limitation those relating to flow control and waste management.

### **B. PERSONNEL MATTERS**

- 1. The COUNTY shall provide for the performance of the duties hereunder two (2) FTE Deputy Sheriffs. For the purpose of this Agreement, one (1) FTE position means an employee who is regularly scheduled to work at least 40 hours per week performing the services required under this Agreement.
- 2. The COUNTY shall be responsible for assuring that the Deputy Sheriffs assigned to Metro are certified by the Oregon Department of Public Safety Standards and Training, and that the Deputy Sheriffs maintain such certification.
- 3. For a Deputy Sheriff who has been assigned to METRO for one (1) year or longer, METRO shall pay one-half (1/2) of personnel costs for absences due to general law enforcement training. Metro shall not pay personnel costs for absences due to specialized law enforcement training that do not relate directly to the services provided under the terms of this Agreement.
- 4. The Deputy Sheriffs shall be and remain employees of the COUNTY. The COUNTY shall ensure that the Deputy Sheriffs perform the duties in



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accordance with the administrative and operational procedures of MCSO.

5. METRO has the right, upon request and for cause stated, to have a Deputy Sheriff promptly removed from assignment under this Agreement and replaced within three weeks by another Deputy Sheriff, meeting the requirements of this Agreement.
6. METRO will not pay wages, salaries, or other compensation directly to the Deputy Sheriffs performing services under this Agreement or for any other liability not provided for in this Agreement.
7. The COUNTY shall maintain Workers' Compensation insurance coverage for the Deputy Sheriffs, either as a carrier insured employer or a self-insured employer as provided in ORS Chapter 656.
8. The collective bargaining agreement between the Deputy Sheriffs and the COUNTY ("collective bargaining agreement") governs all matters related to benefits, hours, vacations, sick leave, grievance procedures and other conditions of employment of the Deputy Sheriffs.
9. The collective bargaining agreement and the COUNTY personnel rules govern all labor disputes arising out of this Agreement.
10. The Deputy Sheriffs shall work 40-hours per week and may be assigned by Metro to either five eight-hour shifts or four ten-hour shifts, based on Metro's needs.
11. The Deputy Sheriffs may be absent from duty for various reasons, including but not limited to vacation, holidays, illness, training, leave of absence, and administrative leave in accordance with the foregoing acknowledgment:
  - (a) The COUNTY shall not be responsible for or otherwise obligated to replace a Deputy Sheriff who is absent due to paid accrued leave, including without limitation vacation, holiday, sick, and training leave. The COUNTY shall make a good faith effort to schedule planned absences to minimize the impact on the COUNTY's ability to perform under this Agreement, and to provide a replacement in the event that an absence is anticipated to last longer than three weeks.
  - (b) The COUNTY may invoice METRO, and METRO shall pay up to a total combined annual contract year (July 1-June 30) maximum of 120 hours of the personnel costs, not to exceed the contract costs listed in Exhibit A, of a Deputy Sheriff absent on vacation, holiday, leave of absence, bereavement, personal holiday, sick, or administrative leave, only if the Deputy Sheriff has been assigned to METRO for six (6) months or longer.



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For absences due to general law enforcement training, refer to paragraph B3. Unless otherwise directed by METRO, the Deputy Sheriffs assigned to METRO shall not work when METRO's offices are closed, including during the following nine (9) holidays:

- (1) New Years Day;
- (2) Martin Luther King Day;
- (3) Presidents' Day;
- (4) Memorial Day;
- (5) Independence Day;
- (6) Labor Day;
- (7) Veterans Day;
- (8) Thanksgiving Day;
- (9) Christmas Day.

### **C. OFFICE SPACE**

METRO shall provide the Deputy Sheriff with office space and shall pay the costs for utilities, including without limitation telephone costs, at METRO's premises or at a site mutually agreed upon by the COUNTY and METRO.

### **D. EQUIPMENT PURCHASE AND DISPOSITION**

1. The Parties will purchase materials and supplies necessary for this Agreement as provided in this section. "Materials" includes items with a unit cost of \$1,000.00 or more, and "supplies" includes items with a unit cost of less than \$1,000.00.
2. METRO shall purchase all materials and supplies necessary for the performance of this Agreement.
3. METRO shall own all vehicles and equipment it purchases for this Agreement, including without limitation capital equipment. The COUNTY shall use METRO's vehicles and equipment only to perform its duties under this Agreement and shall not use them for any other purpose without authorization from METRO. Metro shall pay fuel and maintenance costs for its vehicles. Except as provided in paragraph D4, upon termination of this Agreement, the COUNTY shall return all materials and supplies to METRO.
4. Consistent with Metro Code Chapter 2.04.064, upon termination of this Agreement, METRO may grant to the COUNTY an option to purchase from METRO any or all remaining materials and supplies purchased for this Agreement at a price mutually agreed upon by the parties, not to exceed the fair



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market value of the items at the times of purchase. The COUNTY agrees to give METRO notice of the COUNTY's intent to exercise this option within sixty (60) days following termination of this Agreement.

### **E. USE OF METRO-OWNED VEHICLES**

1. Only the Deputy Sheriffs assigned to Metro under this agreement shall operate Metro-assigned vehicles. Deputy Sheriffs may drive their assigned Metro vehicles to their residences at the end of each working day. A take-home vehicle will not be assigned to Deputy Sheriffs that reside more than 20 road miles (rounded to the nearest mile) beyond the Metro boundary.
2. Metro vehicles assigned to Deputy Sheriffs shall only be used for Metro-related business unless urgent or emergency circumstances necessitate the use of such vehicles for non-Metro related law enforcement activities, or unless another use is requested by the MCSO and approved by Metro. In such cases, the MCSO shall assume liability for damage incurred to any Metro vehicles while being used by Deputy Sheriffs for non-Metro purposes. Metro vehicles shall not be used for personal use or for off-hours Metro use without prior approval by Metro.
3. The carrying of any passenger that is not a Metro employee, MCSO Deputy, or Tigard Police Officer must be approved in advance by Metro. Deputy Sheriffs that are in the field on Metro business during meal or break times may use their assigned vehicles to drive to a restaurant, convenience-store, or similar stop, provided that it is within a reasonable distance of their business route.
4. All traffic laws shall be adhered to when operating Metro vehicles. Whenever practical, Deputy Sheriffs should pull over and park in a safe place before using non-hands free cell phones, cameras, or engaging in any task that might distract from driving.
5. Vehicles must be locked when not attended. Deputy Sheriffs are to follow the MCSO's policy on leaving firearms in a vehicle. When a Deputy Sheriff is on leave for more than one week, the vehicle shall be stored either at Metro headquarters or in a locked garage at the Deputy Sheriff's residence. Each Deputy Sheriff shall be responsible for the cleanliness of his/her assigned vehicle. Vehicles shall be fueled, washed, and taken in for scheduled maintenance by Deputy Sheriffs during regular work hours but at Metro's expense.



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6. The only exception to the personal-use procedures and passenger prohibition described in this section is when there is a serious emergency. In such a situation, the Deputy Sheriff shall notify Metro of the use of the vehicle as soon as possible after the emergency has been addressed.

### **F. CONTRACT COSTS**

1. METRO shall pay the COUNTY for all costs as set forth in this Agreement. By March 1 of each year, the COUNTY shall provide METRO with a good faith projection of the cost of this Agreement for the following fiscal year (July 1 to June 30). The parties shall agree on the amount paid by METRO for the term of the Agreement before each anniversary date of the execution of this Agreement.
2. For this Agreement becoming effective July 1, 2015, METRO will pay the COUNTY no more than TWO HUNDRED NINETY-ONE THOUSAND, SIX-HUNDRED THIRTY-FOUR AND NO/100 DOLLARS (\$291,634.00), unless additional services are requested and directed by METRO. This amount includes all fees, costs, and expenses to which COUNTY is entitled for the term of this Agreement.
3. All costs listed on Exhibit A, which is the Budget for this Agreement prepared by METRO, are on a "not to exceed" basis. The COUNTY shall submit itemized billings to METRO no more than 15 days after the end of each quarter of the contract term, and METRO shall make payment to COUNTY within 30 days of receipt of approved billings.

### **G. INDEMNIFICATION AND LIABILITY**

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



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### **H. DISPUTE RESOLUTION**

1. If a claim, controversy, or dispute arises out of this Agreement, the complaining party shall attempt to resolve amicably by phone or in person. If unable to resolve, the party shall give written notification to the other party of the nature of the claim and the remedy requested within 10 days of the incident that forms the basis of the dispute.
2. Oregon law shall govern this Agreement. The Parties shall resolve all claims, controversies, or disputes that arise out of this Agreement by arbitration in accordance with the arbitration rules of the Arbitration Service of Portland or the American Arbitration Association. The party who first initiates arbitration shall designate an arbitration service by filing a claim in accordance with the rules of the organization selected. Such arbitration shall take place in Portland, Oregon and any judgment upon the award rendered pursuant to such arbitration may be entered in any court having jurisdiction thereof.

### **I. ADHERENCE TO LAW**

1. Each party must comply with all federal, state, and local laws and ordinances applicable to this Agreement.

### **J. ACCESS TO RECORDS**

1. Each party must have access to the books, documents, and other records of the other parties related to this Agreement for the purpose of examination, copying, and audit, unless otherwise limited by law.

### **K. ENTIRE AGREEMENT**

1. This Agreement and Exhibit A constitute the entire agreement between the parties. This Agreement may be modified or amended only by written agreement of the parties.

### **L. SEVERABILITY**

1. The parties agree that, if any term of this Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms will not be affected.



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### **M. CONTRACT ADMINISTRATION**

1. The Multnomah County Sheriff or his designated representative will represent the COUNTY in all matters pertaining to administration of this Agreement.
2. METRO designates its Solid Waste Compliance & Cleanup Manager or the Manager's designee to represent METRO in all matters pertaining to administration of this Agreement.
3. Any notice or notices provided for by this Agreement or by law to be given or served upon either party shall be given or served by certified letter, deposited in the U.S. mail, postage prepaid, and addressed to:

Multnomah County Sheriff  
501 SE Hawthorne Blvd., Ste 350  
Portland, Oregon 97214

Solid Waste Compliance & Cleanup Manager  
METRO  
600 NE Grand Avenue  
Portland, Oregon 97232

### **N. CONTRACT TERM, MODIFICATION, AND TERMINATION**

1. This Agreement shall be effective from July 1, 2015, through June 30, 2016, unless extended.
2. Either party to this Agreement may terminate this Agreement by giving the other party not less than 90 days written notice.
3. Any obligations arising prior to the date of termination survive the termination, including any obligation to defend and indemnify any other jurisdictions.
4. This Agreement may be modified or amended by agreement of the Parties. Any modification to this Agreement shall be effective only when incorporated herein by written amendments and signed by both METRO and the COUNTY.
5. This Agreement shall not be deemed to vest in any third party any rights, nor shall it be deemed to be enforceable by any third party in any legal, equitable, or administrative proceeding whatsoever.





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

### MULTNOMAH COUNTY

By: *Dan Staton*  
Dan Staton, Sheriff

Date: 6/10/15

By: \_\_\_\_\_  
County Chair or Designee

Date: \_\_\_\_\_

APPROVED AS TO FORM:  
Multnomah County Attorney

By: *Carlo Calandriello*  
Assistant County Attorney

Date: 06-11-2015

### METRO

By: \_\_\_\_\_  
Martha Bennett  
Chief Operating Officer

Date: \_\_\_\_\_

APPROVED AS TO FORM:  
Metro Attorney

By: \_\_\_\_\_  
Michelle A. Bellia  
Senior Metro Attorney

Date: \_\_\_\_\_





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### EXHIBIT A

#### CONTRACT BUDGET

FY 2015 - 2016		Deputy Sheriffs (2.0 FTE)
Base	80,759	161,518
Sal-Related	31,674	63,348
Insurance	21,824	43,648
Indirect (8.61%)	11,560	23,120
Total Budget		\$291,634

