

# MULTNOMAH COUNTY CONTRACT APPROVAL FORM (CAF)

Contract #: 0607002

Pre-approved Contract Boilerplate (with County Attorney signature)  Attached  Not Attached

Amendment #: \_\_\_\_\_

CLASS I Based on Informal / Intermediate Procurement	CLASS II Based on Formal Procurement	CLASS III Intergovernmental Contract (IGA)
<input type="checkbox"/> Personal Services Contract	<input type="checkbox"/> Personal Services Contract	<input type="checkbox"/> Expenditure Contract
PCRB Contract <input type="checkbox"/> Goods or Services <input type="checkbox"/> Maintenance or Licensing Agreement <input type="checkbox"/> Public Works / Construction Contract <input type="checkbox"/> Architectural & Engineering Contract	PCRB Contract <input type="checkbox"/> Goods or Services <input type="checkbox"/> Maintenance or Licensing Agreement <input type="checkbox"/> Public Works / Construction Contract <input type="checkbox"/> Architectural & Engineering Contract	<input checked="" type="checkbox"/> Revenue Contract <input type="checkbox"/> Grant Contract <input type="checkbox"/> Non-Financial Agreement
<input type="checkbox"/> Revenue Contract <input type="checkbox"/> Grant Contract <input type="checkbox"/> Non-Financial Agreement	<input type="checkbox"/> Revenue Contract <input type="checkbox"/> Grant Contract <input type="checkbox"/> Non-Financial Agreement	<input type="checkbox"/> <b>INTER-DEPARTMENTAL AGREEMENT (IDA)</b>

Department: Sheriff's Office Division: Enforcement Date: 06/21/06  
 Originator: Captain Brett Elliott Program: Enforcement Phone: 503/255-3600 Bldg/Room: 313  
 Contact: Brad Lynch Phone: 503-988-4336 Bldg/Room: 503/350

Description of Contract: Provide law enforcement services and patrols for the City of Maywood Park.

RENEWAL:  PREVIOUS CONTRACT #(S) 0405123, 0310511, 0210308

EEO CERTIFICATION EXPIRES \_\_\_\_\_

PROCUREMENT  
EXEMPTION OR  
CITATION #

ISSUE  
DATE:

EFFECTIVE  
DATE:

END  
DATE:

CONTRACTOR IS:  MBE  WBE  ESB  QRF State Cert# \_\_\_\_\_ or  Self Cert  Non-Profit  N/A (Check all boxes that apply)

Contractor	City of Maywood Park	Remittance address	_____
Address	10100 NE Prescott Street, Suite 147	(if different)	_____
City/State	Maywood Park, Oregon	Payment Schedule / Terms:	
ZIP Code	97220	<input type="checkbox"/> Lump Sum \$ _____	<input type="checkbox"/> Due on Receipt
Phone	503-255-9805	<input type="checkbox"/> Monthly \$ _____	<input type="checkbox"/> Net 30
Employer ID# or SS#		<input type="checkbox"/> Other \$ _____	<input type="checkbox"/> Other
Contract Effective Date	07/01/06	<input type="checkbox"/> Price Agreement (PA) or Requirements Funding Info:	
Amendment Effect Date		Term Date	06/30/07
		New Term Date	
Original Contract Amount	\$ 27,252.16	Original PA/Requirements Amount	\$ _____
Total Amt of Previous Amendments	\$ _____	Total Amt of Previous Amendments	\$ _____
Amount of Amendment	\$ _____	Amount of Amendment	\$ _____
Total Amount of Agreement \$	\$ 27,252.16	Total PA/Requirements Amount	\$ _____

**REQUIRED SIGNATURES:**

Department Manager _____	DATE _____
County Attorney <u>JAW</u>	DATE <u>6-22-06</u>
CPCA Manager _____	DATE _____
County Chair <u>Chris M. J.</u>	DATE <u>7-13-06</u>
Sheriff <u>Bernie Givens by JM</u>	DATE <u>06-23-06</u>
Contract Administration _____	DATE _____

COMMENTS: \_\_\_\_\_

APPROVED: MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS

AGENDA # C-2 DATE 7-13-06  
DEBORAH L. BOGSTAD, BOARD CLERK

## INTERGOVERNMENTAL AGREEMENT

Contract Number 0607002

This is an Agreement between the City of Maywood Park (City) and Multnomah County (County).

### **PURPOSE:**

The purpose of this agreement is for the Multnomah County Sheriff's Office (MCSO) to provide enforcement patrols within the city limits of Maywood Park.

The parties agree as follows:

1. **TERM** The term of this agreement shall be from July 1, 2006 to June 30, 2007. This agreement may be renewed for four (4) additional one (1) year terms.

### **2. RESPONSIBILITIES OF CITY.**

a) 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.

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

c) The CITY shall pay MCSO \$27,252.16 for 416 hours of patrol services as provided in Section 3 for the term of this Agreement.

d) Payment for services is to be made on a semi-annual basis. MCSO will bill the CITY on December 1 of each year, with payment due by December 31; and on June 1 of each year, with payment due June 30. Payments will be mailed to:

ATTN: Fiscal Unit  
Multnomah County Sheriff's Office  
501 SE Hawthorne, Suite 350  
Portland, OR 97214

e) Scheduling, payment of salary, benefits, and all other employee rights shall be in compliance with the negotiated contract between the Multnomah County Deputy Sheriff's Association and Multnomah County.

### **3. RESPONSIBILITIES OF COUNTY.**

a) COUNTY 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.

b) All personnel provided by the MCSO in the performance of this contract shall be MCSO officers and employees. The CITY shall have no liability for any salaries, wages, workmen's compensation, or incidental personal expenses to any MCSO officers and employees engaged in such performance.

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

d) 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 shall assign armed, uniformed deputy sheriffs to the CITY consistent with the MCSO'S scheduling and districting for other areas of Multnomah County. Subject to the MCSO's scheduling needs, the MCSO agrees to assign the same deputy sheriffs to patrol the CITY, to ensure that the CITY receives consistent service.

e) The MCSO agrees to provide patrols, and will respond to calls for service seven days per week, within the CITY limits. The total patrol time, including response to calls for service, in a given week shall be eight hours. The hours per week can be adjusted up or down by two (2) hours by the CITY. The parties agree that a portion of the aggregate weekly total hours will be devoted to traffic enforcement, including the use of radar and other traditional traffic enforcement methods, on the main state, county and city streets within the CITY. The parties agree that the CITY may identify special traffic problems for targeted traffic enforcement within the CITY.

f) MCSO agrees to provide follow up investigation of reported criminal activities at a level not less than the follow up investigation level provided to the unincorporated areas of Multnomah County.

g) MCSO 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 Mayor of Maywood Park.

h) MCSO agrees that non criminal records generated under this contract shall be made available to the CITY to audit and examine. The CITY agrees that any audit shall be arranged by contacting the Sheriff or his representative at least 10 working days prior to the commencement of the audit and shall be conducted at any time during normal working hours.

i) MCSO shall provide to CITY a monthly report that includes summary reports on criminal occurrences, a synopsis of enforcement and other activities related to community policing. The report will continue to document and report numbers of incidents to which MCSO responded and the amount of time spent on incidents, neighborhood patrol and investigations.

j) MCSO shall provide to CITY a copy of an enforcement report whose form, content and duration shall be mutually determined and delivered to the "Liaison to Law Enforcement" 9819 NE Skidmore, Maywood Park, OR 97220.

k) MCSO will provide an officer at the regular monthly City Council meetings to orally inform the Council of service demands and any identified areas of concern.

l.) MCSO will inform the CITY by February 15 of each year of the cost to renew the agreement for the next fiscal year.

4. **TERMINATION** This agreement may be terminated by either party upon 90 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. **CONTRACT ADMINISTRATION:**

- a. The Sheriff or his designated representative will represent the MCSO in all matters pertaining to this Agreement.
- b. The City will designate a person as "Liaison to Law Enforcement" from the Mayor's Office to represent the City.

- c. 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:

Chief Deputy Timothy Moore  
Multnomah County Sheriff's Office  
501 SE Hawthorne Blvd., Suite 350  
Portland, Oregon 97214

- d. 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:

City of Maywood Park  
10100 NE Prescott  
#147  
Maywood Park OR 97220

MULTNOMAH COUNTY, OREGON:

CITY OF MAYWOOD PARK:

  
County Chair or Designee

Signature: 

Date: 1/13/06

Name: MARK HARDIE  
Please Print

Approved:   
Department Director or Designee

Title: MAYOR

Date: 06-23-06

Date: Aug 1, 2006

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY

Approved as to form:

By:  6-22-06  
Assistant County Attorney Date

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

APPROVED : MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # C-2 DATE 7.13.06  
DEBORAH L. BOGSTAD, BOARD CLERK

# MULTNOMAH COUNTY CONTRACT APPROVAL FORM (CAF)

Contract #: 0607002

Pre-approved Contract Boilerplate (with County Attorney signature)  Attached  Not Attached

Amendment #: 1

CLASS I Based on Informal / Intermediate Procurement	CLASS II Based on Formal Procurement	CLASS III Intergovernmental Contract (IGA)
<input type="checkbox"/> Personal Services Contract	<input type="checkbox"/> Personal Services Contract	<input type="checkbox"/> Expenditure Contract
<input type="checkbox"/> PCRBR Contract <input type="checkbox"/> Goods or Services <input type="checkbox"/> Maintenance or Licensing Agreement <input type="checkbox"/> Public Works / Construction Contract <input type="checkbox"/> Architectural & Engineering Contract	<input type="checkbox"/> PCRBR Contract <input type="checkbox"/> Goods or Services <input type="checkbox"/> Maintenance or Licensing Agreement <input type="checkbox"/> Public Works / Construction Contract <input type="checkbox"/> Architectural & Engineering Contract	<input checked="" type="checkbox"/> Revenue Contract <input type="checkbox"/> Grant Contract <input type="checkbox"/> Non-Financial Agreement
<input type="checkbox"/> Revenue Contract <input type="checkbox"/> Grant Contract <input type="checkbox"/> Non-Financial Agreement	<input type="checkbox"/> Revenue Contract <input type="checkbox"/> Grant Contract <input type="checkbox"/> Non-Financial Agreement	<input type="checkbox"/> <b>INTER-DEPARTMENTAL AGREEMENT (IDA)</b>

Department: Sheriff's Office Division/Program: Enforcement Date: 05/16/07  
 Originator: Chief Deputy Tim Moore Phone: 503-988-4409 Bldg/Room: 503/350  
 Contact: Brad Lynch Phone: 503-988-4336 Bldg/Room: 503/350

Description of Contract: Provide law enforcement services and patrols for the City of Maywood Park.

RENEWAL:  PREVIOUS CONTRACT #(S) 0405123, 0310511, 0210308 EEO CERTIFICATION EXPIRES

PROCUREMENT EXEMPTION OR CITATION # 46-0130(1)(f) ISSUE DATE: \_\_\_\_\_ EFFECTIVE DATE: \_\_\_\_\_ END DATE: \_\_\_\_\_

CONTRACTOR IS:  MBE  WBE  ESB  QRF State Cert# \_\_\_\_\_ or  Self Cert  Non-Profit  N/A (Check all boxes that apply)

Contractor	<u>City of Maywood Park</u>			Remittance address (If different)	
Address	<u>10100 NE Prescott Street, Suite 147</u>				
City/State	<u>Maywood Park, Oregon</u>			Payment Schedule / Terms:	
ZIP Code	<u>97220</u>			<input type="checkbox"/> Lump Sum \$ _____	<input type="checkbox"/> Due on Receipt
Phone	<u>503-255-9805</u>			<input type="checkbox"/> Monthly \$ _____	<input type="checkbox"/> Net 30
Employer ID# or SS#				<input type="checkbox"/> Other \$ _____	<input type="checkbox"/> Other
Contract Effective Date	<u>07/01/06</u>	Term Date	<u>06/30/07</u>	<input type="checkbox"/> Price Agreement (PA) or Requirements Funding Info:	
Amendment Effect Date	<u>07/01/07</u>	New Term Date	<u>06/30/08</u>		
Original Contract Amount	\$ <u>27,252.16</u>			Original PA/Requirements Amount	\$ _____
Total Amt of Previous Amendments	\$ _____			Total Amt of Previous Amendments	\$ _____
Amount of Amendment	\$ <u>28,441.92</u>			Amount of Amendment	\$ _____
Total Amount of Agreement \$	\$ <u>55,694.08</u>			Total PA/Requirements Amount	\$ _____

**REQUIRED SIGNATURES:**

Department Manager \_\_\_\_\_ DATE \_\_\_\_\_  
 County Attorney [Signature] DATE 06/06/07  
 CPCA Manager \_\_\_\_\_ DATE \_\_\_\_\_  
 County Chair [Signature] DATE 05-31-07  
 Sheriff [Signature] DATE 05-17-07  
 Contract Administration \_\_\_\_\_ DATE \_\_\_\_\_

COMMENTS: \_\_\_\_\_

APPROVED : MULTNOMAH COUNTY BOARD OF COMMISSIONERS

**MULTNOMAH COUNTY  
INTERGOVERNMENTAL AGREEMENT AMENDMENT  
(Amendment to Change Contract Provisions during Contract Term)**

**CONTRACT NO. 0607002**

This is an amendment to Multnomah County Contract referenced above effective July 1, 2006 between Multnomah County, Oregon, hereinafter referred to as County, and the City of Maywood Park, hereinafter referred to as City.

The parties agree:

1. The following changes are made to Contract No. 0607002:

Contract 0607002 shall be extended for an additional period commencing July 1, 2007 and ending June 30, 2008.

Section 2, **Responsibilities of City**, Subsection C shall be changed to read:

The CITY shall pay MCSO \$28,441.92 for 416 hours of patrol services as provided in Section 3 for the period of July 1, 2007 until June 30, 2008.

2. All other terms and conditions of the contract shall remain the same.

**MULTNOMAH COUNTY, OREGON:**

RED WITTEBERG  
County Chair or Designee

Date: 05.31.07

Approved: BERNIE GIUSTO by TM  
Department Director or Designee

Date: 05-17-07

**Reviewed:**

**AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY**

By: Agnes Sowle 06/06/07  
Assistant County Attorney Date

**CITY OF MAYWOOD PARK:**

Signature: Mark Hardie

Name: MARK HARDIE  
Please Print

Title: MAYOR

Date: 6/28/07

Approved as to form:

By: Julia D. Riley 6/28/07  
Recorder Treasurer Date

APPROVED : MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # C-2 DATE 05.31.07  
DEBORAH L. BOGSTAD, BOARD CLERK

COPY