

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

Pre-approved Contract Boilerplate (with County Attorney signature) Attached Not Attached Contract #: 0310499
 Amendment #: _____

CLASS I	CLASS II	CLASS III A
Contracts \$75,000 and less per 12 month period	Contracts over \$75,000 per 12 month period	<input checked="" type="checkbox"/> Government Contracts (190 Agreement)
<input type="checkbox"/> Professional Services Contracts <input type="checkbox"/> PCRB Contracts <input type="checkbox"/> Maintenance Agreements <input type="checkbox"/> Licensing Agreements <input type="checkbox"/> Public Works Construction Contracts <input type="checkbox"/> Architectural & Engineering Contracts <input type="checkbox"/> Revenue Contracts <input type="checkbox"/> Grant Contracts <input type="checkbox"/> Non-Expenditure Contracts	<input type="checkbox"/> Professional Services Contracts <input type="checkbox"/> PCRB Contracts <input type="checkbox"/> Maintenance Agreements <input type="checkbox"/> Licensing Agreements <input type="checkbox"/> Public Works Construction Contracts <input type="checkbox"/> Architectural & Engineering Contracts <input type="checkbox"/> Revenue Contracts <input type="checkbox"/> Grant Contracts <input type="checkbox"/> Non-Expenditure Contracts	<input type="checkbox"/> Expenditure <input type="checkbox"/> Non-Expenditure <input checked="" type="checkbox"/> Revenue <div style="text-align: center;">CLASS III B</div> <input type="checkbox"/> Government Contracts (Non-190 Agreement) <input type="checkbox"/> Expenditure <input type="checkbox"/> Non-Expenditure <input type="checkbox"/> Revenue <input type="checkbox"/> Interdepartmental Contracts

Department: Sheriff Division: Enforcement Date: 04/15/03
 Originator: Capt. Garr Nielsen Phone: 503-251-2514 Bldg/Rm: 313/Nielsen
 Contact: Dave Braaksma Phone: 988-4415 Bldg/Rm: 503/350
 Description of Contract: Government contract to provide patrols to the city of Wood Village

RENEWAL: PREVIOUS CONTRACT #(S): 0111023
 RFP/BID: _____ RFP/BID DATE: _____
 EXEMPTION #: _____ ORS/AR #: _____
 Effective DATE: _____ EXPIRATION DATE: _____
 CONTRACTOR IS: MBE WBE ESB QRF State Cert# _____ or Self Cert Non-Profit N/A (Check all boxes that apply)

Contractor <u>Wood Village</u>		Remittance address _____	
Address <u>2055NE 238th Drive</u>		(If different) _____	
City/State <u>Wood Village, OR</u> <i>ATTN: SHEILA RITZ</i>		Payment Schedule / Terms	
ZIP Code <u>97060</u>		<input type="checkbox"/> Lump Sum \$ _____	<input type="checkbox"/> Due on Receipt
Phone <u>503-667-6211</u> <i>RITZ@CI.wood-village.or.us</i>		<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>07/01/03</u>	Term Date <u>06/30/04</u>	<input type="checkbox"/> Requirements Funding Info:	
Amendment Effect Date _____	New Term Date _____	Original Requirements Amount	\$ _____
Original Contract Amount	\$220,000	Total Amt of Previous Amendments	\$ _____
Total Amt of Previous Amendments	\$ _____	Requirements Amount Amendment:	\$ _____
Amount of Amendment	\$ _____	Total Amount of Requirements	\$ _____
Total Amount of Agreement \$	\$220,000		

REQUIRED SIGNATURES:

Department Manager _____	DATE _____
Purchasing Manager _____	DATE _____
County Attorney <i>[Signature]</i>	DATE <u>4-17-03</u>
County Chair <i>[Signature]</i>	DATE <u>5-1-05</u>
Sheriff <i>[Signature]</i>	DATE <u>4-16-03</u>
Contract Administration _____	DATE _____

COMMENTS:

**APPROVED MULTNOMAH COUNTY
 BOARD OF COMMISSIONERS
 AGENDA # C-2 DATE 05.01.03
 DEB BOGSTAD, BOARD CLERK**

INTERGOVERNMENTAL AGREEMENT

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 the Multnomah County Sheriff's Office (MCSO), jointly with and on behalf of Multnomah County (County), and the City of Wood Village (CITY), a municipal corporation in the State of Oregon.

PURPOSE:

The purpose of this agreement is for MCSO to provide police services within the corporate limits of the CITY.

The parties agree as follows:

- 1. **TERM** The term of this agreement shall be from July 1, 2003 to June 30, 2004. This agreement may be renewed for three (3) additional one (1) year terms.

2. CITY RESPONSIBILITIES

- A.) The CITY agrees to perform contractual agreements and pay costs for police dispatch and emergency and non-emergency call taking for the CITY, provided by the Bureau of Emergency Communications (BOEC), City of Portland.
- B.) The CITY agrees that all matters incident to the performance of the services described herein, 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 provided 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. 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 the MCSO.
- C.) Upon receipt of quarterly billing, City agrees to compensate the MCSO for partial costs of delivering the above stated law enforcement services The remittance for the initial term of this contract shall be \$220,000 for two point five (2.5) FTE Deputy Sheriffs.

Billing schedule will be as follows:

October 1 st for	-	July, August, September
January 1 st for	-	October, November, December
April 1 st for	-	January, February, March
July 1 st for	-	April, May, June

- D.) Payment is to be made on a quarterly basis and mailed to:
 Multnomah County Sheriff's Office
 ATTN: Accounts Receivable / Sharon Lowell
 501 S.E. Hawthorne, Suite 350
 Portland, OR 97214

- E.) CITY will notify MCSO in writing no later than ninety (90) days prior to the annual contract expiration date of the City's intent to consider termination or non-renewal of the contract, and the CITY will notify MCSO in writing no later than thirty (30) days prior to contract expiration date, of any final decision to terminate or non-renew the contract.

3. COUNTY RESPONSIBILITIES

- A.) The MCSO agrees to provide police service within the corporate limits of the CITY. The police services shall include the duties and law 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, neighborhood patrol, traffic enforcement, enforcement of City ordinances, and similar law enforcement activities within the legal authority of the MCSO to provide, including follow-up investigation of reported criminal activities. The MCSO shall assign armed uniformed deputy sheriffs to the CITY to perform police patrol functions.
- B.) MCSO agrees that ORS 206.345(2), which states, "During the existence of the contract, 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 shall perform accordingly. Pursuant to ORS 190.010, the Sheriff shall also have the authority to enforce civil infractions pursuant to the CITY's Municipal Code.
- C.) The MCSO will provide all law enforcement services at a level consistent with the provisions of the contract. The MCSO will provide patrol services at a level consistent with section 12 of this Agreement.
- D.) MCSO will consult with the CITY prior to assigning or reassigning deputies to perform the services in fulfillment of this contract (names of deputies and phone numbers to be provided to the City Administrator) and shall investigate and respond to any concerns expressed by the CITY regarding deputy performance.
- E.) With the exception noted in F below, the MCSO agrees to provide all necessary labor, supervision, equipment, communication facilities, supplies and administrative support services – including police records functions, necessary to provide the services herein. The MCSO will perform the law enforcement services with deputy sheriffs certified as police officers by the Oregon Department of Public Safety Standards and Training (DPSST)
- F.) Neither the MCSO nor the COUNTY is responsible for the contractual agreements or costs for police dispatch and emergency and non-emergency call taking for the CITY, provided by the Bureau of Emergency Communications (BOEC0, City of Portland.
- G.) The MCSO shall provide to the 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.

- H.) MCSO will provided an officer at the regular monthly City Council meetings (third Wednesday of each month at 6:00 PM) to orally inform the Council of service demands and any identified areas of concern.
 - I.) MCSO will inform the CITY administrator by January 31st of each year of the cost to renew and/or notice of intent not to renew the contract for the next fiscal year.
4. **FUNDS AVAILABLE** In the event that funds cease to be available to County in the amounts anticipated for this agreement, County may terminate or reduce the scope of services to be provided and reduce funding accordingly. In the event that the funds cease to be available to CITY in the amounts anticipated for this agreement, CITY may terminate or reduce the scope of the services to be provided and reduce funding accordingly.
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 monetary limits of 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** County and City 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** County and City shall comply with all federal, state and local laws and ordinances applicable to this agreement.
8. **NON-DISCRIMINATION** County and City 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.
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:** It is the intent of the MCSO to provide, and of the CITY to fund, an annual incremental increase in the number of Deputy Sheriffs FTE according to the schedule below, with the goal of eventually attaining a ratio of one point zero (1.0) Deputy Sheriff FTE per 1,000 CITY residents. For the Fiscal Period 2003-2004, MCSO and the CITY agree to a level of two point five (2.5) Deputy Sheriff FTEs.

Schedule:

Fiscal Period	Deputy Sheriff FTE
2003/2004	2.5
2004/2005	3.0
2005/2006	3.0
2006/2007	3.0

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on their behalf by their duly authorized representatives on the dates indicated under their signature on this page.

MULTNOMAH COUNTY, OREGON

CITY OF WOOD VILLAGE

By Bernie Giusto by LAB
Bernie Giusto, Sheriff

By [Signature]
David Fuller, Mayor

Date 4-16-03

Date May 21, 2003

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

By [Signature]
Sheila M. Ritz, City Administrator

[Signature]
Diane M. Linn Chair

Date: 5-1-03

Reviewed:
Agnes Sowle, Acting County Counsel
For Multnomah County

Approved as to form:
[Signature]
City Attorney

[Signature]
Scott Asphaug, Assistant County Counsel

Date 4-17-03

Date: 5/28/03

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-2 DATE 05.01.03
DEB BOGSTAD, BOARD CLERK