

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 Gresham (City).

RECITALS

WHEREAS, both the City (Gresham Revised Code Article 10.20), Exhibit A, and County (Multnomah County Code Chapter 15.700) have in force provisions which regulate the installation and use of burglar and robbery alarm system; and

WHEREAS, the parties desire to enter into this agreement to govern the administration of Gresham Revised Code Article 10.20 in accordance with those mutual terms and conditions set forth hereafter, the parties agree as follows:

I. TASK FORCE:

1. MCSO shall facilitate a countywide Burglar Alarm Task Force consisting of representatives of MCSO, incorporated cities within Multnomah County, and the alarm industry to work on methods of reducing false alarms. The Task Force shall operate by consensus.
2. MCSO agrees to arrange for meetings of the Task Force. MCSO agrees to prepare the meeting facility and any information or items that the Task Force needs in order to conduct its business.
3. MCSO agrees to provide any secretarial support of the Task Force. Such secretarial support includes but is not limited to preparing the minutes of all meetings held by

the Task Force and distributing the minutes to all interested parties within fifteen (15) days following the meeting.

4. The county-wide 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;
 - b. The review and approval of all MCSO Alarm Ordinance Unit policies that impact the services provided by the Alarm Ordinance Unit.
5. The Task Force shall review information and policy presented to the alarm industry; all information and policy shall be mutually agreed upon by all Task Force participants.

II. THE PARTIES AGREE:

1. The MCSO shall:
 - a. Administer Gresham Revised Code Article 10.20 according to its terms.
 - b. Use a computer based system to maintain industry and user files, send false alarm notices, send fee letters, track false alarms, renew permits, and provide statistical information.
 - c. Send notices of false alarms, fees, and suspension of service due to excessive alarms, within four (4) working days of receiving the information from the Bureau of Emergency Communications (BOEC). Notices of permit renewal shall be sent thirty days prior to permit holders' renewal date. At least one late renewal notice shall be sent within two weeks of a failure to renew a permit.
 - d. Provide the City with computer assisted statistical information about alarms within the City, to include but not be limited to:

- 1) Total number of new applications, renewal permits, and deleted permits processed.
- 2) Revenues received by type (permit fees, false alarm fees, etc.).
- 3) Alarm statistics shall be furnished monthly, no later than the 10th of each month.
- 4) Provide the City access to the MCSO alarm files by way of a computer interconnect; provided such access does not permit ability to enter or delete data.

2. The City may:

- a. Provide a City representative who will be responsible for liaison between the City and MCSO and the development of City programs targeted at reducing false alarms.
- b. Collaborate with the MCSO on the production of brochures, media products, and public information items, which will be produced under logo of all participating jurisdictions and will be mutually agreed upon.

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 expenditure of over \$5,000 that is necessary to continue operation of the Alarm Ordinance Unit.
- d. The alarm permit fee collected under GRC 10.20 shall be allocated to Multnomah County for the administration of the alarm ordinance.
- e. All fees collected for false alarms will be transferred, in their entirety, to the City on a quarterly basis within 30 days of the end of each quarter. The revenue transfer will occur in the months of October, January, April, and July of each year. Fees collected and transferred to the City are to offset costs for alarm response.
- f. All fees and forfeitures of security deposits collected pursuant to Article 10.20, and administered by Multnomah County officers or employees, will be revenue of Multnomah County; provided, however, that Multnomah County shall maintain records sufficient to identify the sources and amounts of that revenue.
- g. Multnomah County shall maintain records in accordance with sound accounting principles sufficient to determine on a fiscal year basis the direct costs of administering Article 10.20 by Multnomah 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, Multnomah County shall render an account to the City for administering Article 10.20. 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; 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 Article 10.20.

III. EFFECTIVE AND TERMINATION DATES

This agreement shall be retroactively effective to July 1, 2004, and shall remain in effect until there is no government law enforcement response to burglar 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:

Connie L. Ryba
Gresham Police Dept.
1333 NW Eastman Parkway
Gresham, Oregon 97030
Telephone: (503) 618-2383

If to MCSO:

Mary Ann Inglesby
MCSO
12240 NE Glisan Street
Portland, Oregon 97230
Telephone: (503) 251.2411

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:

Carla C. Piluso
Gresham Police Dept.
1333 NW Eastman Parkway
Gresham, Oregon 97030
Telephone: (503) 618-2313

If to MCSO:

Kathy Walliker
MCSO
12240 NE Glisan Street
Portland, Oregon 97230
Telephone (503) 251.2489

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 in 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 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 Torts Claims Act and the Oregon Constitution, 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. ASSIGNMENT

Neither the City nor MCSO shall assign this agreement, in whole or in 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 duly appointed officers on the date written below.

CITY OF GRESHAM, OREGON

Charles Becker
Charles Becker, Mayor

DATE: 10/19/04

Erik Kvarsten
Erik Kvarsten, City Manager

DATE: 10/21/04

APPROVED AS TO FORM:
Miles Ward
Assistant City Attorney

By: Miles Ward

DATE: Oct. 4, 2004

MULTNOMAH COUNTY, OREGON

Diane Linn, Chair

DATE: _____

Bernie A. Giusto, Sheriff

DATE: _____

REVIEWED:
Agnes Sowle
Multnomah County Attorney

By: _____

DATE: _____