

## INTERGOVERNMENTAL AGREEMENT

Between

### ENHANCED LAW ENFORCEMENT DISTRICT and CLACKAMAS COUNTY, OREGON

THIS AGREEMENT is made this 6<sup>th</sup> day of November, 2003, by and between the Enhanced Law Enforcement District (hereinafter referred to as "ELED") and Clackamas County, a political subdivision of the State of Oregon ("County").

#### RECITALS

WHEREAS, County is a general purpose government organized pursuant to the laws of this state; and

WHEREAS, ELED is a limited purpose county service district organized pursuant to ORS Chapter 451 to provide law enforcement services to a limited portion of the County; and

WHEREAS, pursuant to ORS Chapter 451 the Board of County Commissioners (BCC) is designated as the ELED governing body; and

WHEREAS, the Sheriff's Department is a Department of County; and

WHEREAS, the Board of County Commissioners acting pursuant to statute in its capacity as the governing body for the ELED has designated the Sheriff as Administrator of the ELED, and

WHEREAS, County employees staff and provide or cause to be provided all financial and operation services for ELED; and

WHEREAS, all property, government grants, bonds, indebtedness, contracts, purchasing, information systems, insurance, investment, budgets, audits, consultant services, intergovernmental agreements with the County, and other public agencies have been in the name of ELED; and

WHEREAS, the County has provided employees and services to ELED for which ELED has reimbursed the County in an agreed upon amount representing the value of the service rendered, such as employment-related services (personnel recruitment and discipline, labor negotiations, and the like), ELED Board administrative functions, workers' compensation, legal, records management, mail services, routine vehicle maintenance, and administrative services related to ELED's agenda and recordation of documents, among other items; and

WHEREAS, the parties hereto agree that sharing resources to avoid unnecessary duplication of staff, equipment, and training will promote efficiency and effectiveness in local government administration and service delivery; and

WHEREAS, the parties agree that providing a method for the provision of service and payment therefor promotes clarity and certainty for budget purposes and is consistent with the requirements of ORS Chapter 451; and

WHEREAS, the parties have the authority to enter into this Agreement pursuant to ORS 190.030, and being fully advised;

NOW, THEREFORE, the parties hereto agree as follows:

### **Section 1. Recitals**

The Recitals set forth above are incorporated by reference herein.

### **Section 2. Term**

This Agreement shall have an initial term from the date of signing hereof to June 30, 2004, and shall automatically renew for successive one-year terms of July 1 to June 30 of each succeeding year unless either party gives notice of non-renewal of its terms no later than the January 1 prior to the end of the initial or renewal term.

### **Section 3. Firm Services Provided by County**

County agrees to provide the following services to ELED on a firm basis. For purposes of this Agreement, "firm services" shall mean that the County shall provide and maintain appropriate staff and other resources necessary to provide the required level of service on a regular basis to ELED. ELED will comply with all County policies, procedures and standards related to these services. Firm services are:

- A. *Employment-Related Services.* County will provide all aspects of employment-related services for regular, full-time and part-time County employees providing services to ELED, which include but are not limited to personnel recruitment, classification, compensation, employee relations, employee policy administration, training, diversity, discipline and termination, labor negotiations, reduction in force, job placement services, benefits and salary administration, workers compensation and unemployment funding. All services shall be provided in a timely fashion for the particular service or task as coordinated between the County Administrator and the Sheriff or his/her designee.
- B. *BCC/County Administrator.* The offices of the BCC and the County Administrator shall provide all necessary services for ELED, such as provision of notices and conduct of public meetings in compliance with law, of hearings, work sessions, and meetings before the BCC, management oversight, and reporting or memorializing of ELED Board actions necessary for the proper functioning of ELED. Sheriff Department staff shall provide for notice and conduct of public meetings, and record or memorialize meetings and actions in compliance with law for any ELED advisory board.



- C. *Public and Governmental Relations.* County shall provide public and governmental relations consisting of legislative liaison and a common organizational framework for strategic communications and public information services to citizens, including but not limited to cable television government access programs, web page content review, and other public information services and publications.
- D. *Finance and Purchasing Services.* County will provide ELED with payroll, budget services, general government accounting, purchasing for goods and services not defined in Section 7, and courier services.

#### **Section 4. Payment for Firm Services by ELED**

ELED agrees that the most cost effective method of calculating payment for Firm Services set forth in Section 3 shall be according to an allocation formula consistent with state law, agreed to by the parties and included in the ELED budget. The allocation formula shall be based upon factors agreed upon by the governing bodies of the parties. The budgeted, allocated amount for a fiscal year shall be paid to the service provider in twelve (12) monthly installments. By January 1<sup>st</sup> of each year, the County shall provide to ELED its allocation amount for the particular service for the next fiscal year, which shall be included in the ELED budget. Any change in allocation methodology shall require the approval of the governing bodies of the parties.

#### **Section 5. Other Services Provided by County to ELED**

The County will provide the services set forth in this section on a limited or as-needed basis. Those services are:

- A. *Fiscal Services.* County through Sheriff Department or other County departments shall provide all aspects of financial, budget and audit support, including but not limited to enterprise accounting, billing, and collection, debt payment, accounts receivable and accounts payable. ELED may follow the County's fiscal policy or adopt a fiscal policy with the approval of the BCC. The Treasurer may provide investment services for the ELED. Debt issuance will occur pursuant to the County debt issuance policy.
- B. *Assessor.* Pursuant to statute, ELED will annually certify to the Assessor on the LB50 Form, the real property tax levy for inclusion on the tax statements within appropriate taxing districts, as determined by the Assessor.

The Assessor will also provide other services prescribed by law or policy.

- C. *Property Management.* The County will provide property management services as requested for properties acquired by the ELED, including facilitation of sales, transfer or conveyances, as requested and approved by ELED.
- D. *Risk Management.* The County will provide Risk Management Services, including but not limited to solicitation and evaluation of insurance proposals for

ELED, claims oversight, OSHA compliance and risk control measures. A portion of the cost may be allocated as a firm service as provided by Section 4 for the ELED portion of the Sheriff Department contribution to the risk management fund.

- E. *Legal Services.* County Counsel shall provide legal services on an as-needed basis. County Counsel will not be used by ELED if a conflict of interest arises which precludes County Counsel from acting as counsel for ELED, and will not be used if specialized legal services are needed by ELED and cannot be provided by County Counsel.
- F. *Equipment Maintenance for Rolling Stock.* County will provide routine vehicle maintenance on request. County will also provide vehicles as available on a per-mile charge basis or assign a vehicle(s) to ELED on a month-to-month rental basis as the parties may agree.
- G. *Specialized Training.* County will make available to employees providing services to ELED training courses that will provide benefits to ELED's operations.
- H. *Personnel.* County will provide a level of personnel support that is sufficient to provide adequate service to support the ELED functions.
- I. *C-Com.* C-Com will provide call answering and routing services for after-hours call outs and access to the 800 MHz radio system. This cost may be allocated as a firm service as provided by Section 4 by agreement of the parties.
- J. *Records Management.* County shall provide all aspects of records management for ELED in compliance with the Oregon public records law and the state records retention requirements.
- K. *Community Relations/Grant Assistance.* County may provide community relations, grant writing support, and other projects of discrete benefit to ELED through enhanced field services provided through the Public and Government Relations Department.
- L. *Information Services.* The Information Services Department shall provide office automation services for consistency and compatibility between ELED, Sheriff Department and other County Departments and related entities. This consists of services such as development of software and hardware standards common to all personal computers, metaframe servers, licensing of furnished software, human resources and financial management systems, Local Area Networks and Wide Area Network services, internet, intranet, and website host services, technical and user support, GIS, application development, communications services, cellular telephone, telephones, and the voice mail system. County may provide website



development services for ELED. ELED may update and design the website in compliance with Clackamas County policy.

- M. *Additional Services.* The parties may agree on a case by case basis for the County to provide other services to ELED. The nature of each service shall be explained in a memorandum of agreement, which may be executed by the County Administrator and Sheriff.

#### **Section 6. Payment by ELED for Other Services**

For each service set forth in Section 5, unless otherwise specifically allowed to be allocated as a firm service, ELED agrees to pay the County on a time and materials basis for the services performed. Services shall be identified by the Sheriff or his/her designee, and the services shall be performed in a timely manner, according to a schedule approved by the Sheriff or his/her designee. The cost for materials shall be the out-of-pocket costs incurred by the County, without markup. Labor shall be recorded by time card or other reliable recording mechanism, which identifies the date, person, task, and time spent by tenths of an hour. The labor cost as established in the Cost Allocation Plan, shall consist of, but not be limited to, the actual payroll and employee fringe benefit cost of the County employees providing the requested service, the direct expense, indirect expense, and overhead for the person, as established by the Department of Employee Services or other method agreed upon by the parties. The ELED will pay for services rendered within thirty (30) days after receipt of invoice from the service provider. Disputed amounts shall be resolved according to Section 18 below.

#### **Section 7. Services Provided by ELED**

ELED shall, at its sole cost and expense, provide the following services in the manner deemed most cost-effective by the ELED Director:

- A. Purchasing of specific items unique to providing law enforcement services.
- B. Selection, solicitation, and usage of outside consultants specific to ELED.
- C. Specialized training not available from County.

#### **Section 8. Reserved**

#### **Section 9. Reserved**

#### **Section 10. Insurance**

Risk associated with activities of County officers, employees or agents providing services to ELED shall be managed and paid for through the County risk management program. ELED shall not be required to provide separate insurance policies insuring that same risk.

#### **Section 11. Review of Services**

Prior to October 1st of any year, either party hereto may solicit proposals for any one or more services from the other or any third party according to applicable contracting statutes, rules and protocols.

#### **Section 12. Termination of Service**

This Agreement is conditioned upon the faithful performance by both parties of the terms and provisions hereof, which are to be kept and performed. Either party may terminate a particular service hereunder if the quality, cost or timeliness of performance of said service is not clearly and quantifiably shown to meet an objectively acceptable standard for the particular service. Description of tasks, standards of performance, costs and the like may be set by the parties through further memorandums of understanding, which shall become part of this Agreement. If either party desires to terminate a particular service, notice shall be given thereof prior to January 1<sup>st</sup> of any fiscal year to assist the other party in its budget formulation process.

#### **Section 13. Termination of Agreement**

This Agreement is conditioned upon the faithful performance by both parties of all the terms and provisions hereof, which are to be kept and performed. Either party may terminate this Agreement on account of breach by the other party upon thirty (30) days written notice. Notwithstanding the foregoing, either party may give notice of intent not to renew by giving notice no later than the January 1st prior to the end of the then current term.

#### **Section 14. Audit**

Each party agrees that the other may, at any reasonable time, and upon reasonable notice, inspect the books and records of the other with respect to matters within the purview of this Agreement for the purpose of determining the accuracy of any expense accounting submitted.

#### **Section 15. Amendment**

The terms of this Agreement may be amended by mutual agreement of the parties. Any amendment shall be in writing and shall refer specifically to this Agreement and shall be valid only when executed by the governing bodies of the parties, and attached hereto.

#### **Section 16. Severability**

In the event any of the provisions of this Agreement shall be held to be invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties hereto.

#### **Section 17. Notice**

Any notice herein required or permitted to be given shall be in writing and shall be effective when actually received and may be given by hand delivery or by the United States mail, First Class, postage pre-paid, addressed to the parties as follows:

**If to County:**

Clackamas County  
ATTENTION: County Administrator  
906 Main Street  
Oregon City, OR 97045

**If to ELED**

Clackamas County Sheriff  
c/o Clackamas County Sheriff's Department  
2223 Kaen Rd.  
Oregon City OR 97045

Changes to the above shall be by notice to the other in the manner provided in this paragraph.

**Section 18. Dispute Resolution**

The parties shall first attempt to resolve the dispute by negotiation between the County Administrator for the County and the Sheriff followed by submission of the dispute to the governing bodies of the parties if negotiation fails to resolve the dispute.

**Section 19. Nonwaiver**

Failure by any party, at any time, to require performance by the other party of any provision hereof shall in no way affect such party's rights to enforce the same, nor shall any waiver by any party or parties of the breach hereof be held to be a waiver of the succeeding breach or a waiver of this clause.

**Section 20. Binding Effect**

The covenants, conditions, and terms of this Agreement shall extend to and be binding upon, and inure to the benefit of the successors and assigns of the parties hereto.

**Section 21. Merger**

This Agreement embodies the entire agreement and understanding between the parties hereto and supercedes all previous agreements and understandings.

**Section 22. Further Clarification/Memoranda**

Upon identification of provisions of this Agreement that need further interpretation or clarification, the parties may prepare memoranda of understanding detailing the agreed



upon interpretation of this Agreement. Such memoranda shall be presented for review and approval by the governing bodies of the parties.

IN WITNESS WHEREOF, the parties have set their hands as of the date and year hereinabove written.

**CLACKAMAS COUNTY**, a political  
subdivision of the State of Oregon

**ENHANCED LAW ENFORCEMENT  
DISTRICT**

By: *Bill Krumm*  
Date: November 6, 2003

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Date: November 6, 2003

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