

**INTERGOVERNMENTAL AGREEMENT BETWEEN
CLACKAMAS COUNTY ON AND THE CITY OF WILSONVILLE
RELATING TO LAW ENFORCEMENT SERVICES**

THIS AGREEMENT is entered into this day by and between CLACKAMAS COUNTY, a political subdivision of the State of Oregon (herein referred to as "COUNTY") on behalf of the Clackamas County Sheriff's Office (herein referred to as "CCSO") and the CITY OF WILSONVILLE, a municipal corporation of the State of Oregon (herein referred to as "CITY") and is applicable to all properties located within the geographic area that constitutes the incorporated limits of the CITY.

WHEREAS, CITY desires to contract with the COUNTY for the provision of law enforcement services within the geographic area that constitutes the incorporated limits of the CITY; and

WHEREAS, the COUNTY, through CCSO has the resources to provide law enforcement services to the CITY; and

WHEREAS, the parties are authorized to enter into such agreements pursuant to chapter 190 of the Oregon Revised Statutes; and

WHEREAS, CCSO and CITY have established service goals and principles of cooperation that preserve the value of the COUNTY providing independent, responsive and professional law enforcement services while permitting CITY to retain a high level of local service and decision-making in the provision of law enforcement services and agree to the following:

CITY will have the flexibility to determine the level and deployment of certain law enforcement services and to identify service priorities, thereby controlling costs;

CITY, if eligible under this Agreement, shall have the ability to have city police uniforms and markings for police vehicles assigned to the CITY, as outlined in this Agreement;

CCSO employees will work cooperatively with CITY organizations to solve CITY law enforcement concerns to improve the safety and welfare of CITY residents and visitors;

CCSO will provide at a reasonable and predictable cost, efficient, high-quality, appropriate law enforcement services supported by technology to meet the law enforcement goals of CITY that allow the COUNTY to recover the cost of providing services;

CCSO will maintain equity in the provision of law enforcement services to CITY and unincorporated Clackamas County residents.

NOW, THEREFORE, in consideration of the terms and conditions contained herein, it is mutually agreed by and between the COUNTY and CITY as follows:

1. Definitions and Terms. Capitalized terms found in this Agreement shall have the meaning defined in Exhibit D of this Agreement. Otherwise terms not so defined will have their plain meaning.
2. Law Enforcement Services. The COUNTY will make available to the CITY any of the law enforcement services listed in the Clackamas County Sheriff's Services "Cost Book" (Exhibit A),

which is incorporated herein by reference.

- 2.1. Enforcement Services. Enforcement services consist of law enforcement and other related services provided by personnel assigned to a police agency primarily for the benefit of the geographic areas within the boundaries of the CITY except as may be modified by Section 3 of this Agreement. For purposes of this Agreement, enforcement services shall be required unless labeled "Optional" in Exhibit A. Enforcement services may include:
 - 2.1.1. Reactive patrol to enforce state law and CITY-adopted municipal, criminal, and traffic codes and to respond to residents' and business' calls for service;
 - 2.1.2. Proactive patrol to prevent and deter criminal activity;
 - 2.1.3. Traffic patrol to enforce applicable traffic codes;
 - 2.1.4. Community service officers and crime prevention personnel;
 - 2.1.5. Command and support staff.
- 2.2. Additional Police Services. Additional police services include support for personnel assigned to CITY or specialized personnel not covered under Section 2.1. For purposes of this Agreement, additional police services shall be required unless labeled "Optional" in Exhibit A. Additional police services may include:
 - 2.2.1. Investigation services by deputies and detectives investigating such crimes as major crimes, drug offenses, fraud and such reports as missing persons, vice, and major accidents. These services are generally supported by crime scene analysis, crime laboratory, identification, and evidence control.
 - 2.2.2. Special operations services such as canine patrol, hostage negotiations, tactical unit, and bomb disposal; and
 - 2.2.3. Communications services, including call receiving, dispatch, and reports.
- 2.3. Police Support Services. Police support services are administrative services that may include legal advisor, planning and statistics, subpoena control, training, accounting, payroll, personnel, labor relations, media relations, fleet control, radio maintenance, purchasing, records, professional standards unit, and other services provided by other county agencies in support of the CCSO. Such services do not include legal services of the Clackamas County District Attorney relating to enforcement of municipal criminal and traffic codes or prosecutions arising thereunder.
 - 2.3.1. For purposes of this Agreement, police support services shall be required, except as otherwise noted in Exhibit A.
3. City Department and Flexible Services Models. Law enforcement services provided to the CITY under this agreement shall be available to the CITY under a City Department Model or a Flexible Services Model, provided that the CITY must select which model and any Optional Services desired as listed in Cost Book Exhibit A.
 - 3.1. City Department Model. The City Department Model operates under the philosophy of a municipal police department as to appearance and use of overtime to replace absences from the CITY. This model shall be used if CITY population is over 10,000, if CITY contracts for more than 5 Full-Time Equivalent (FTE) staff (excluding full-time supervisors and/or managers), or by choice if CITY does not otherwise meet population or FTE requirements.

- 3.1.1. The level, degree and type of law enforcement services and the number of positions assigned to those services shall be determined by the CITY in consultation with CCSO.
- 3.1.2. Positions assigned to the CITY shall be dedicated to work within the CITY limits, subject to responses to assist another jurisdiction or CCSO deputies according to mutually agreed upon criteria.
- 3.1.3. The number of positions assigned to the CITY will remain constant, however CITY recognizes that the number of personnel may vary to the extent that positions are vacant or positions are filled but not available for assignment, including recruits and personnel on long-term disability leave, vacation leave, sick leave or other leave. In accordance with Section 7.7, the transfer of personnel will be coordinated by CCSO, in consultation with the CITY Manager or designee, to minimize the impact of potential vacancies.
- 3.1.4. The City Department Model will include a manager designated as the Chief of Police.
- 3.1.5. Support and administrative services shall be provided to the CITY at the level, degree and type as provided by the COUNTY in unincorporated Clackamas County, except as otherwise modified by CITY's election of Optional Services in Section 7.3.
- 3.1.6. Additional police services may be purchased by the CITY and assigned for the sole benefit of the CITY, provided they are Optional Services as defined in Exhibit A.
- 3.1.7. The City Department Model provides the option of city identification as outlined in Section 7.11.
- 3.2. Flexible Services Model. The Flexible Services Model operates under the philosophy of a CCSO patrol district encompassing the geographic areas within the boundaries of the CITY. In the event of a temporary absence, including but not limited to sick time or court appearances, the district position will remain unfilled and calls for service will be handled by the adjoining CCSO district car in accordance with CCSO practice and procedures. This model shall be used if CITY population is under 10,000 and CITY contracts for 5 or fewer FTE staff (excluding full-time supervisors and/or managers) unless CITY selects the City Department Model.
 - 3.2.1. The level, degree and type of law enforcement services and the number of positions assigned to those services shall be determined by the CITY in consultation with CCSO.
 - 3.2.2. Positions assigned to the CITY shall be dedicated to work within the CITY limits, subject to responses to assist another jurisdiction or CCSO deputies according to mutually agreed upon criteria.
 - 3.2.3. The number of positions assigned to the CITY will remain constant, however CITY recognizes that the number of personnel may vary to the extent that positions are vacant or positions are filled but not available for assignment, including recruits and personnel on long-term disability leave, vacation leave, sick leave or other leave. In accordance with Section 7.7, the transfer of personnel will be coordinated by CCSO, in consultation with the CITY Manager or designee, to minimize the impact of potential vacancies.
 - 3.2.4. The Flexible Services Model will include a manager assigned part-time designated as

the Chief of Police.

- 3.2.5. Support and administrative services shall be provided to the CITY at the level, degree and type as provided by the COUNTY in unincorporated Clackamas County, except as otherwise modified by CITY's election of Optional Services in Section 7.3.
- 3.2.6. Additional police services may be purchased by the CITY and assigned for the sole benefit of the CITY, provided they are Optional Services as defined in Exhibit A.
- 3.2.7. The Flexible Services Model does not provide the option of city identification as outlined in Section 7.11.

4. City Law Enforcement Services.

- 4.1. 2009 City Law Enforcement Services. Beginning July 1, 2009, the COUNTY agrees to provide to the CITY the level, degree and type of "enforcement service", "additional police service" and "police support service" in accordance with Exhibit B.
- 4.2. Revisions to City Law Enforcement Services. In 2010 and thereafter, revisions to CITY law enforcement services shall be made in accordance with Section 5.7.

5. Compensation.

- 5.1. Development of Service Costs. The COUNTY shall develop service costs for each Enforcement Service, Additional Police Service, and Police Support Service provided by the CCSO.
 - 5.1.1. Service costs shall include, but not be limited to, salary, benefits and special pays, if any, for personnel providing the service, along with any associated clothing allowance, quartermaster, overtime, supplies, services, telephone, motor pool, lease cars, systems services, insurance, equipment and associated administrative costs. If not already included, costs shall include adjustments for cost-of-living and inflation.
 - 5.1.2. Service costs shall not include the cost of services for Sheriff's activities required by state law, provided only within unincorporated Clackamas County, or supported by a dedicated revenue source, and services excluded from cost allocation at the discretion of the COUNTY. For the purpose of this agreement, such services and their associated administrative costs shall be considered non-chargeable.
 - 5.1.3. Service costs shall be based on the actual CCSO budget which reflects the deduction of revenues as listed in Exhibit A.
- 5.2. Development of Unit Costs. The COUNTY shall develop Unit Costs for each Enforcement Service and Additional Police Service based on costs associated with Full-Time Equivalent (FTE) personnel performing services to CITY under this Agreement. Unit costs are listed in Exhibit B.
- 5.3. Calculation of CITY's Estimated Agreement Amount. Service costs and Unit Costs shall be the basis for calculating the CITY's Estimated Agreement Amount for services. The CITY shall be charged for services on the basis of FTE's (full-time equivalents), workload billing factors, or direct pass-through of expenses as outlined in Exhibit A.
- 5.4. CITY's Estimated Agreement Amount. The CITY's Estimated Agreement Amount for services for fiscal year 2009-10 is represented in Exhibit B. The COUNTY agrees to revise the estimated amount annually as provided in Section 5.7.

- 5.5. Mid-year Adjustment. Mid-year supplemental appropriations requested by the CITY will be reflected as adjustments in the current year Final Exhibit B and billed on the monthly billings as outlined in Section 5.6 beginning on the next month's invoice.
- 5.6. Billing. The estimated agreement amount shall be billed monthly in 12 equal amounts. Payments shall be due within 30 days after invoicing by the COUNTY. In the event the CITY fails to make a monthly payment within 30 days of billing, the COUNTY may charge an interest rate of one-half percent (.5%) per month.
- 5.6.1. If the CITY and COUNTY are in disagreement over a portion of the bill, the CITY can withhold the disputed portion of the bill by placing the amount in escrow and following the process outlined in Section 24.3 for resolution of Agreement dispute issues.
- 5.6.2. The COUNTY will not charge interest on the disputed portion of the bill nor will it begin the termination process as outlined in Section 12.5 so long as the CITY follows the process outlined in Section 5.6.1 and pays the non-disputed portion of the bill within 30 days of billing.
- 5.7. Future Revisions to City Law Enforcement Services and Agreement Amount.
- 5.7.1. Beginning annually in 2010, by April 1, or the first working day thereafter, the COUNTY shall provide the CITY with an estimate of the Unit Costs for the next fiscal year and service data in the form of a "Revised" Exhibit A and an Estimated Agreement Amount for the same level of service for the next fiscal year in the form of a "Proposed" Exhibit B labeled "Draft". If the CITY accepts Exhibit B as proposed, the CITY shall notify COUNTY to execute the continuation of the agreement as outlined in Section 5.7.3.
- 5.7.2. By April 15, or the first working day thereafter, the CITY shall notify the COUNTY of any changes in service or model for the next fiscal year. By May 5, or the first working day thereafter, the COUNTY shall provide the CITY with a revised estimated agreement amount in the form of a "Revised" Exhibit B labeled "Draft" based on the changes in service requested by the CITY. If the CITY accepts the Revised Exhibit B, the CITY shall notify the COUNTY to execute the continuation of the agreement as outlined in Section 5.7.3.
- 5.7.3. When COUNTY and CITY agree the "Proposed" or "Revised" Exhibit B reflects the level of services and model to be provided by the COUNTY to the CITY for the next fiscal year, COUNTY will provide CITY a "Proposed" or "Revised" Exhibit B labeled "Final" for signature. Once a signed copy is received by COUNTY, it shall also sign and provide a signed copy to CITY.
- 5.7.4. Recognizing the importance of labor-relations practices and agreements, as well as the cost of personnel, in the event that CITY changes in service or model will reduce personnel assigned to CITY, both parties agree to communicate anticipated reductions as soon as first contemplated to assist in ensuring stability of the workforce and planning respective budgets.
- 5.7.4.1. If the COUNTY can immediately absorb the reduction in personnel there shall be no costs associated in meeting personnel reductions to the CITY.
- 5.7.4.2. In the event the COUNTY can not immediately absorb the reduction in personnel both parties shall meet to discuss timing and costs associated in

meeting personnel reductions.

- 5.8. Limit on Annual Growth for Selected Expenditures. A cap on growth in charges shall be in place for the sum of the following group of items listed in Exhibit B: quartermaster and vehicle cost, Additional Police Services, and Police Support Services, except for vehicle maintenance and fuel. The annual growth in the sum of these costs shall not exceed 8%. All other charges, including but not limited to any costs related to existing contractual obligations or labor contracts in negotiations, binding arbitration requirements, federal or state court mandates, federal or state law requirements, direct pass-through (i.e. Dispatch/Communications) and allocated expenses, recommendations of the Oversight Committee that have a fiscal impact and are approved by the COUNTY, or any other costs determined by the full Oversight Committee (See, this Agreement, section 25) to be beyond the COUNTY's control, shall not be subject to this cap.
- 5.9. Application. The CITY hereby agrees to pay for Discretionary Overtime expenses separately as provided in Section 5.11. Only Dedicated police and Dedicated support staff overtime, salary, special pay, and benefit costs are covered by this section.
- 5.9.1. The CITY agrees to pay for actual overtime, salary, special pay, benefit, vehicle maintenance, and fuel costs.
- 5.9.2. If the CITY has a population of under 20,000 and exceeds its budgeted amount for overtime, special pay, salaries, and benefits by more than five percent, it will have the option to pay the amount exceeding five percent over the remainder of the fiscal year following Reconciliation as provided in Section 5.10. The CITY is responsible for paying the overage that does not exceed five percent in the month following Reconciliation.
- 5.9.3. Both parties acknowledge that certain employment leaves of absence are protected by law, as well as the effect of extended leaves on an organization. In the event a protracted leave (30 days or longer) is known in advance (i.e. advance notice of military leave), CCSO shall make every effort to replace the personnel with as little impact as possible to the CITY by the 30th day of the leave. In the event a protracted leave is not known in advance, the parties shall work to replace the personnel by the 30th day of the leave.
- 5.9.4. In the event a deputy assigned to the CITY becomes injured or is subject to an extended leave due to an overtime shift working expressly for the COUNTY, the CITY shall only be responsible for straight-time salary to replace that person within the CITY until their return. Discretionary Overtime associated with that position shall still be the responsibility of CITY.
- 5.9.5. Upon termination of this Agreement between the CITY and the COUNTY, the CITY is obligated to pay all incurred overtime, special pay, salaries, and benefits overage costs by the termination date.
- 5.10. Reconciliation. Annual adjustments for the prior fiscal year will be made on September 1st, or the first working day thereafter, of each year in such a way that if the CITY has a positive balance at the end of the prior fiscal year, a credit will be awarded toward the current fiscal year costs to be reflected in the month following Reconciliation. If the CITY has a negative balance and money is owed the amount due will be invoiced to the CITY except as provided in Section 5.9.2.

- 5.10.1. Computation. The cost formula shall be calculated by totaling the actual costs of overtime, salary, special pay, benefits, vehicle maintenance, and fuel of the CITY and reconciling that figure to the CITY's budgeted amount and sums paid.
- 5.11. Discretionary Overtime. It is the intent of the CITY and the CCSO to provide operational overtime when requested for special events, dignitary protection and unusual occurrences. Overtime, when requested in these categories, will be billable at the actual overtime rate of the deputy(s) working. Responses to events listed below are treated as if the event were occurring in any other jurisdiction, with the responsibility falling on that jurisdiction.
- 5.11.1. If the CITY requests and utilizes CCSO deputies on overtime for special events within the CITY, the actual deputy overtime expenditure will be billed to the CITY following the event. This billing will occur with the standard monthly billing, in accordance with Section 5.6. Examples include, but are not limited to, park patrol, parades, and community events.
- 5.11.2. If the CITY experiences a disaster or unusual occurrence that is confined within its boundaries and officer overtime is requested by the CITY Police Chief to stabilize the situation, the actual overtime expenditures will be billed only if disaster relief reimbursement funds are not approved. Examples of this include, but are not limited to, a plane crash, riot, or union strike.
- 5.11.3. In the case of a County, State, or National declared disaster for which overtime is required to manage the event, the overtime expense will be billed to the appropriate agency (e.g., FEMA). If reimbursement for overtime is not granted, then the CITY will be responsible for the direct overtime expense, less any mutual aid provided. Examples of disasters may include, but are not limited to, flooding, windstorms, and sink holes.
- 5.11.4. The CCSO provides dignitary protection, when requested by the dignitary's security detail, when the dignitary arrives in the COUNTY and assists in escorting the dignitary to the CITY. If the dignitary detail includes the US Secret Service, other Federal Government Agencies, or CCSO, then the CITY is not responsible for expenses related to that detail. In the event a dignitary requiring federal, state, or local protection visits the CITY, CITY expense will be confined to meeting the CITY's established level of service for the dignitary visit, in the determination of overtime. Examples of dignitary protection services by CITY may include, but are not limited to, traffic and crowd control related to visits from the Office of the President of the United States and foreign dignitaries. The CITY Manager, or designee, in consultation with the CITY Police Chief, will establish the level of service to be provided.
- 5.11.5. The CCSO is a full-service agency and has a number of specialized services and programs including Investigations Division, Special Weapons and Tactics (SWAT), Hostage Negotiations (HNT), Crime Reconstruction and Forensics Team (CRAFT) and many others. CCSO will not charge CITY for usual and customary specialized services. However, for such services, both parties agree to meet and mutually agree upon payment for the cost incurred as a result of an extended callout (i.e. one that spans more than one operational period) or major event.
- 5.11.6. Billing Process. The CITY Police Chief will ensure the proper accumulation and coding all special event overtime forms.

6. Decisions and Policy-Making Authorities. The COUNTY will provide the services identified in Exhibit B in accordance with the following:
 - 6.1. Operational Decisions and Policy-Making Authorities. The respective authorities of the CITY and the COUNTY to make operational decisions and develop and implement policies shall be governed by the guidelines contained in Exhibit C, "Roles and Responsibilities of Contract Service Personnel" (Exhibit C), attached hereto and incorporated by this reference.
 - 6.2. CITY Police Chief. The CITY may designate a CCSO Lieutenant assigned to the CITY to act in the capacity of the police chief in accordance with Section 7.14.
7. Special Provisions.
 - 7.1. Use of Non-Sworn Personnel. To ensure efficiency and the best use of public funds, the CITY and the COUNTY intend to increase the use of non-sworn personnel wherever appropriate. The parties agree that such use must be consistent with the language and spirit of the Collective Bargaining Agreement negotiated by the COUNTY with the Clackamas County Peace Officers' Association (CCPOA).
 - 7.2. CITY Purchases. The CITY shall supply at its own cost and expense any special supplies, stationary, notices, and forms where such must be issued in the name of the CITY. If the forms are specific to the police department, they shall include language similar to "In partnership with the Clackamas County Sheriff's Office" where the CITY's police department is named. The COUNTY shall provide supplies and equipment routinely provided to its deputies. When the CITY purchases or leases any equipment for use of CCSO personnel assigned to the CITY, prior written approval is necessary from the COUNTY to ensure the equipment can be integrated into applicable COUNTY systems. Routine supplies and equipment include, but are not limited to, paper, staplers, paperclips, and shared desktop computers. The COUNTY will not approve items it can provide at an equal or lower cost or that are not standard issue.
 - 7.2.1. Technology or Specialized Equipment. The CCSO agrees to provide deputies who are trained and equipped with such technology as is customarily provided to its patrol deputies. Such technology may include, but is not limited to: mobile data computers (MDCs), computer access to criminal history data and other like data, and other current technology utilized within law enforcement. Any technology not currently in use or not customarily provided to patrol deputies, may be requested by the CITY, and the COUNTY and the CITY agree to meet and confer over the need for acquisition, training, or use. The final decision shall be that of the Sheriff, and the CITY shall be responsible for the cost of adding technology or specialized equipment not currently in use or customarily provided to patrol deputies, which is requested by the CITY and approved by the COUNTY. The COUNTY shall obtain and maintain the equipment and the expenses shall be passed-through on the CITY's regular monthly billing.
 - 7.3. Charges for Optional Services. To the extent the CITY does not select one or more services designated as optional, the COUNTY will not charge the CITY for those services. In the event that any Optional Services are recommended by the CITY's Police Chief or his/her designee with the appropriate authority, the CITY agrees to meet with the Sheriff or his/her designee to discuss the scope of the project and costs, to arrive at a separate written agreement for delivery of those services. If the Optional Service is for the remainder of the fiscal year, cost

and billing shall be considered a mid-year adjustment as identified in Section 5.5.

- 7.4. CITY Police Facility. Office space shall be provided within two years of initial services provided under this Agreement at a location acceptable to both CCSO and CITY and office equipment such as a phone and copy machine will be provided as the CITY deems necessary for the assigned deputies. A CITY may purchase or lease its own facility and provide for the operation and maintenance of the facility. The facility must meet or exceed all applicable city, county, state and federal codes and requirements. The facility must also adequately meet the space and security needs of permanently assigned CCSO personnel as well as provide the necessary infrastructure to support COUNTY systems used by assigned staff. The CITY will be responsible for all charges associated with the planning, design, construction, and/or renovation of the facility and property.
- 7.5. Use of CITY Facility by CCSO. The CITY and COUNTY agree that incidental use of a CITY facility by CCSO personnel shall not be charged to the COUNTY provided personnel are not permanently assigned or required to report for duty at such location.
- 7.6. Observation of Labor Negotiations. The CITY may participate with other cities that contract with the COUNTY for law enforcement services to select no more than two representatives (total) to observe labor negotiations between the COUNTY and the CCPOA, provided that such observers adhere to rules established by the COUNTY and may be excluded at any time by the lead COUNTY negotiator. The Oversight Committee (See, Section 25) shall designate the two people selected for this section.
- 7.7. Stabilization of Personnel. The CCSO will coordinate transfers to minimize the time positions are vacant, as well as the impact of vacancies to CITY.
 - 7.7.1. Deputies will not be granted a lateral transfer out of the CITY unless authorized by the language in the CCPOA Collective Bargaining Agreement, except with the concurrence of the CITY Manager or designee.
 - 7.7.2. Timing and replacement of CITY-assigned staff who are promoted to a position outside the CITY will be managed with the concurrence of the CITY Manager or designee.
 - 7.7.3. In the assignment of deputies, the COUNTY shall use, whenever possible, deputies who volunteer for duty within the CITY. Duration of assignment and selection of non-voluntary personnel shall be accomplished in accordance with the CCPOA Collective Bargaining Agreement.
 - 7.7.4. Notwithstanding the CCSO's exclusive authority to assign deputies, the CITY shall retain the right to meet and confer with the Sheriff with respect to those personnel who are assigned to work with the CITY. In the event the CITY has requested the reassignment of personnel and the Sheriff does reassign the personnel, the reassignment shall not be considered disciplinary. Issues of discipline or performance will be exclusive to the Sheriff.
- 7.8. Assignment of Detectives. When the CITY purchases dedicated detective services, the CITY may choose which detective shall be assigned from a list of qualified candidates provided by the Sheriff. The CITY may choose to conduct interviews or some other process consistent with employment law and COUNTY policy and procedure.
- 7.9. Additional Training. The CITY may provide training in addition to that provided by the COUNTY. Additional training shall be approved by the CCSO and the cost shall be borne by

the CITY.

- 7.10. Cost Effect of Service Decisions. The CITY's Unit Costs shall not be raised as a result of another CITY's decision regarding the level or makeup of services, but does not affect the COUNTY's decision to eliminate particular services to CITY. Examples of such services include, but are not limited to, traffic enforcement unit and school resource officers.
- 7.11. CITY Identification. The CITY, if using the City Department Model, may opt to use uniforms and operate vehicles that display the CITY's identity as outlined in this section for personnel assigned full-time to the CITY. Costs related to the uniforms and vehicles, beyond the quartermaster allowance, shall be borne by the CITY. The CITY may retain items that were specifically purchased by the CITY (e.g., bicycle uniforms).
 - 7.11.1. Cost mitigation. Recognizing the cost(s) involved with identifying, selecting, and purchasing uniforms and unique vehicle markings, the Oversight Committee (See, Section 25) will work to identify one design for uniform colors and vehicle markings to be used as the City option for all contracting cities to use, with CITY shoulder patch and CITY logo on the vehicles, if desired.
 - 7.11.2. Uniforms. CITY may opt to have deputies assigned to the CITY wear the optional City uniform approved by the Oversight Committee. The CITY may design shoulder patches subject to CCSO approval; however, the CCSO badge shall be retained on the uniform.
 - 7.11.3. Vehicles. Each CITY may opt to use the optional City vehicle graphics approved by the Oversight Committee. Some form of the CCSO logo and language similar to "In partnership with the Clackamas County Sheriff's Office" must be displayed on the vehicles.
- 7.12. Start-up Costs. When a CITY starts new contracted services, or an existing contract requests new FTE, the CITY agrees to reimburse the COUNTY for salary, benefit, add to pay, quartermaster, and applicable vehicle and fuel costs incurred toward hiring and training deputies in the twelve months prior to their being assigned to the CITY. These costs shall be billed on the regular monthly billing the first month following the approval for additional personnel.
- 7.13. Asset seizure. The CCSO shall be the seizing agency and the COUNTY shall be the forfeiting agency for purposes of state and federal criminal or civil asset forfeiture for property seized by the CCSO within the CITY.
- 7.14. Chief of Police. The CCSO shall provide a Lieutenant to act as Chief of Police for the CITY. The CITY may choose which lieutenant shall be assigned from a list of qualified candidates provided by the Sheriff. The CITY may choose to conduct interviews or some other process consistent with employment law and COUNTY policy and procedure, to select a Chief of Police. The duties of the Chief of Police include:
 - 7.14.1. Working with the CITY Manager, or designee, to establish goals and objectives for CITY police services that reflect the specific needs within the CITY.
 - 7.14.2. Coordinating police activities within the CITY, including scheduling and CITY-specific protocols and procedures.
 - 7.14.3. Coordinating the duties of deputies assigned to the CITY as specific needs arise, as requested by the CITY Manager, or designee, within the context of established CCSO

policies and procedures.

7.14.4. Oversight of the implementation within the CITY of all COUNTY employment and CCSO policies and procedures. Notification of the CITY Manager, or designee, of any COUNTY or CCSO procedure changes, which either supplement or potentially detract from the CITY's goals and objectives for police service.

7.14.5. Identification of areas of supplemental training for deputies assigned to the CITY. Making recommendations to the CITY Manager, or designee, for training not provided by CCSO

7.15. Computers.

7.15.1. The CCSO will provide a laptop and appropriate accessories or access to a shared desktop computer to every sworn FTE provided to the CITY.

7.15.2. The CCSO Information Technology Section will be responsible for the repair and maintenance of all equipment, software, and accessories that are used in conjunction with the mobile computing program.

7.15.3. Replacement computers will be furnished via the CCSO Information Technology Section budget, as needed.

8. Reporting.

8.1. Reporting Districts. Reporting districts coterminous with the CITY boundaries will be maintained to enable accurate data collection on law enforcement services provided and criminal activity.

8.2. Notification of Criminal Activity. The CITY Police Chief will notify the CITY in the event of a significant criminal occurrence within the CITY.

8.3. Monthly Reports. The CCSO will report monthly on criminal activity and on law enforcement services provided by this Agreement.

9. Personnel and Equipment. The COUNTY is acting hereunder as an independent contractor so that:

9.1. Control of Personnel. Control of personnel, standards of performance, discipline and all other aspects of performance shall be governed entirely by the COUNTY. Allegations of misconduct shall be investigated in accordance with CCSO Policy and Procedures.

9.2. Status of Employees. All persons rendering service to CITY hereunder shall be for all purposes employees of the COUNTY, except that the CITY may hire non-commissioned CITY employees pursuant to Section 7.1.

9.3. Liabilities. All liabilities for salaries, wages, any other compensation, injury, or sickness arising from performance of the law enforcement services by the COUNTY hereunder shall be that of the COUNTY.

9.4. Provision of Personnel. The CCSO shall furnish all personnel and such resources and material deemed by the CCSO as necessary to provide the level of law enforcement service herein described.

9.5. Municipal Violations. CCSO commissioned personnel assigned to the CITY shall cite violations of municipal ordinances into the CITY's municipal court when applicable.

10. CITY Responsibilities. In support of the COUNTY providing the services described in Exhibit B, the CITY promises the following.

10.1. Municipal Code. The CITY shall, to the extent reasonably possible taking into consideration local circumstances, endeavor as it adopts local ordinances to have such ordinances be consistent with ordinances of the COUNTY and/or state law. It is recognized that it is in the interest of both parties to this agreement that reasonable uniformity of common regulations will promote efficient provision of law enforcement services.

11. Duration. This Agreement is effective upon authorization and signature by both parties, except that parties agree that services and charges shall commence on July 1, 2009. The Agreement shall automatically renew annually on July 1st of each year when a new Final Exhibit B is signed by both parties, unless the termination process is invoked in accordance with Section 12.

12. Termination Process. Either party may initiate a process to terminate this agreement as follows:

12.1. Notice of Intent to Terminate. Except as provided in Section 12.5 any party wishing to terminate the agreement shall issue a written notice of intent not less than 45 days prior to issuing an 18-month written notice under section 12.2 of this Agreement. Following receipt of the written notice of intent, the CITY Manager and the Sheriff will meet to discuss the intention to terminate services and review alternatives and impacts, among other matters.

12.2. Written Notice of Termination. After the 45-day period has run under Section 12.1, the terminating party shall provide at least 18 months written notice to the other party.

12.3. Transition Plan. Within 120 days of the receipt of such written termination notice, the parties shall commence work on and complete a mutually agreed-upon transition plan providing for an orderly transition of responsibilities from the COUNTY to the CITY. Each party shall bear its respective costs in developing the transition plan and each will work cooperatively with the other party in the coordination of efforts. The transition plan shall identify and address the continuity of professional and quality police services before, during and through the transition period. The transition plan shall also identify and address any personnel, capital equipment, workload and any other issues related to the transition.

12.3.1. Mutually agreed upon hiring. In the event the CITY wishes to hire any CCSO Deputy who is performing services for the CITY to a full or part-time position as a law enforcement officer within one (1) year of the termination or expiration of this agreement, or within one (1) year of the date a CCSO Deputy stops performing services for the CITY, the CITY Manager shall meet with the Sheriff to discuss the personnel and service delivery impacts on the unincorporated areas of the COUNTY.

12.4. Limitation of Liabilities.

12.4.1. Termination will not prejudice either party's right to tort liability coverage under this Agreement for any covered liability incurred prior to the date of termination.

12.4.2. Neither party shall be liable to the other for any incidental or consequential damages arising out of or related to this Agreement. Neither party shall be liable for any damages of any sort arising solely from the termination of this Agreement or any part hereof in accordance with its terms.

12.5. Termination for Non-payment. The COUNTY may, upon 60 days written notice, in its sole discretion, terminate this agreement in its entirety or a particular law enforcement service if

the CITY fails to meet its payment obligation under this Agreement.

13. Indemnification.

13.1. CITY Held Harmless. Unless prohibited by the Oregon Tort Claims Act and the Oregon Constitution, the COUNTY shall defend, indemnify and save harmless the CITY and its officers, employees and agents from any and all costs, claims, judgments, or awards of damages, resulting from the acts or omissions of the COUNTY, its officers, deputies, employees, or agents associated with this agreement. In executing this agreement, the COUNTY does not assume liability or responsibility for or in any way release the CITY from any liability or responsibility which arises in whole or in part from the existence or effect of CITY ordinances, rules, regulations, resolutions, customs, policies, or practices. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such CITY ordinance, rule, regulation, resolution, custom, policy, or practice is at issue, the CITY shall defend the same at its sole expense and if judgment is entered or damages are awarded against the CITY, the COUNTY, or both, the CITY shall satisfy the same, including all chargeable costs and attorney's fees.

13.2. COUNTY Held Harmless. Unless prohibited by the Oregon Tort Claims Act and the Oregon Constitution, the CITY shall defend, indemnify and save harmless the COUNTY, its officers, deputies, employees and agents from any and all costs, claims, judgments or awards of damages, resulting from the acts or omissions of the CITY, its officers, employees or agents associated with this agreement. In executing this agreement, the CITY does not assume liability or responsibility for or in any way release the COUNTY from any liability or responsibility which arises in whole or in part from the existence or effect of COUNTY ordinances, rules, regulations, resolutions, customs, policies, or practices. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such COUNTY ordinance, rule, regulation, resolution, custom, policy or practice is at issue, the COUNTY shall defend the same at its sole expense and if judgment is entered or damages are awarded against the COUNTY, the CITY, or both, the COUNTY shall satisfy the same, including all chargeable costs and attorney's fees.

14. No Third-Party Beneficiary. The COUNTY does not intend by this Agreement to assume any contractual obligations to anyone other than the CITY, and the CITY does not intend by this Agreement to assume any contractual obligations to anyone other than the COUNTY. The COUNTY and CITY do not intend that there be any third-party beneficiary to this Agreement.

15. Insurance Coverage.

15.1. Commercial General Liability Insurance.

15.1.1. CITY shall obtain and maintain at all times during the course of this Agreement commercial general liability insurance coverage pursuant to the Oregon Tort Claims Act and subject to the limits of the Act covering Bodily Injury and Property Damage on an "occurrence" form in the amount of not less than \$1 Million per occurrence/\$2 Million general aggregate for the protection of the COUNTY, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this Agreement.

15.1.2. COUNTY agrees to maintain an actuarially sound self-insurance fund sufficient to cover its obligations under Section 13.1.

15.2. Additional Insured Provision. The insurance shall include "Clackamas County, its agents,

- officers, and employees” as an additional insured.
- 15.3. Notice of Cancellation. There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice to the COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to the COUNTY. The 60 days notice of cancellation provision shall be physically endorsed on to the policy.
 - 15.4. Insurance Carrier Rating. Coverages provided must be underwritten by an insurance company deemed acceptable by the COUNTY. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. The COUNTY reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
 - 15.5. Self-Insurance. CITY may fulfill its insurance obligations herein through a program of self-insurance, provided that the CITY's self-insurance program complies with all applicable laws, and provides insurance coverage equivalent in both type and level of coverage that satisfies this Section 15. If the CITY is self-insured, the COUNTY Risk Manager must approve the self-insurance, in writing, as satisfying this section.
16. Non-discrimination. The COUNTY and the CITY certify that they are Equal Opportunity Employers.
 17. Assignment. Neither the COUNTY nor the CITY shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other party.
 18. Audits and Inspections. The records and documents with respect to all matters covered by this Agreement shall be subject to inspection, review or audit by the COUNTY or CITY during the term of this Agreement and three (3) years after termination.
 19. Notice. Any formal notice or communication to be given by the COUNTY to the CITY under this Agreement shall be deemed properly given if personally delivered, or mailed postage prepaid and addressed to:

CITY OF WILSONVILLE
29799 SW Town Center Loop E
Wilsonville, Oregon 97070

Any formal notice or communication to be given by the CITY to the COUNTY under this Agreement shall be deemed properly given if personally delivered, or mailed postage prepaid and addressed to:

CLACKAMAS COUNTY SHERIFF'S OFFICE
2223 Kaen Road
Oregon City, Oregon 97045

The name and address to which notices and communications will be directed may be changed at any time by either the CITY or the COUNTY provided that such notice has been given to the other party.

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20. COUNTY as an Independent Contractor. The COUNTY is, and shall at all times be deemed to be, an independent contractor. Nothing herein shall be construed as creating the relationship of employer and employee, or principal and agent, between CITY and COUNTY or any of the COUNTY's agents or employees. The COUNTY shall retain all authority for rendition of services, standards of performance, control of personnel, and other matters incident to the performance of services by COUNTY pursuant to this Agreement.
21. No Real Property Acquisition or Joint Financing. This Agreement does not provide for the acquisition, holding or disposal of real property. Nor does this Agreement contemplate the financing of any joint or cooperative undertaking. There shall be no budget maintained for any joint or cooperative undertaking pursuant to this Agreement.
22. Headings. The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and shall not be used to construe the meaning or to interpret this Agreement.
23. Construction. The parties agree and acknowledge that the rule of construction that ambiguities in a written agreement are to be construed against the party preparing or drafting the agreement shall not be applicable to the interpretation of this Agreement.
24. Agreement Administration.
- 24.1. Agreement Administrators. The CITY Manager, or designee, and the CITY Police Chief shall serve as agreement administrators to review Agreement performance and resolve operational problems.
- 24.2. Referral of Unresolved Problems. The CITY Manager, or designee, shall refer any police service operational problem, which cannot be resolved, to the CCSO Patrol Division Commander, and if still not resolved to the Clackamas County Sheriff. The Sheriff and CITY Manager shall meet as necessary to resolve such issues. Unresolved problems shall be referred to the Oversight Committee (See, Section 25) for assistance in resolution.
- 24.3. Agreement Dispute Issues. Agreement dispute issues involving Agreement language interpretation, cost, and other non-operational matters shall be referred to the Sheriff, the Chair of the Oversight Committee, and the affected party or parties to review and resolve. In the event that the dispute involves the city of the Oversight Committee Chair, the Oversight Committee will designate an alternate CITY Manager to serve as Chair of the Oversight Committee for the purpose of resolving the specific issue. Any unresolved problems shall be referred to the full Oversight Committee for assistance in resolution.
25. Agreement Oversight.
- 25.1. Oversight Committee. The CITY and the COUNTY agree to establish an Oversight Committee consisting of the City Managers, or their designees, of the cities that contract with the COUNTY for law enforcement services, the Clackamas County Sheriff, or his/her designee, and the CCSO Patrol Division Commander. Each City, the Sheriff or designee, and CCSO Patrol Division Commander shall each have one vote. The Committee may decide to invite selected non-committee members to attend meetings as observers.
- 25.2. Scope of Committee. The committee shall meet at least quarterly to ensure the parties comply with the provisions of this Agreement, including the administration of the Agreement and the

management and delivery of police services under the Agreement. The committee will elect a chair each July 1st who is responsible for holding the meetings and providing a person to keep the minutes of each meeting for the duration of their term as chair.

25.2.1. The CITY's member of the Oversight Committee may make recommendations on any issue affecting Agreement costs and conditions, such as the budget for the CCSO, personnel recruitment, training and standards, and collective bargaining issues. These recommendations may reflect approval or disapproval of any COUNTY proposal relating to these issues and shall be submitted to the Sheriff as appropriate.

25.2.2. If an operational problem or Agreement dispute is referred to the Oversight Committee pursuant to sections 24.2 or 24.3 of this Agreement, the Oversight Committee will meet and attempt to resolve the problem or dispute. If the Oversight Committee is unable to resolve the problem or dispute, parties may pursue suitable remedies.

25.2.3. The Oversight Committee may recommend amendments to this Agreement to be approved by each CITY in accordance with the terms of this Agreement. A majority of a quorum of the Oversight Committee will constitute approval of a recommended amendment.

26. Amendments. This Agreement may be amended at any time by mutual written agreement of the CITY, the Clackamas County Sheriff, and the Board of County Commissioners.

27. Filing. Copies of this Agreement, signed by the Chair of the Board of Commissioners, the Sheriff, the CITY Mayor and CITY Manager, shall be filed with the CITY and the Clackamas County Clerk.

28. Entire Agreement. This Agreement and Exhibits A, B, C and D contain all of the agreements of the parties with respect to any matter agreed hereto. Any prior agreements, promises, negotiations or representations of or between the parties, either oral or written, relating to the subject matter of this Agreement, which are not expressly set forth in this Agreement are null and void and of no further force or effect.

29. Waiver. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach thereof. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted by a party must be in writing to be effective, and shall apply solely to the specific instance expressly stated.

30. Severability. If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed on this _____
day of _____, 2009.

CITY of WILSONVILLE

CLACKAMAS COUNTY

Tim Knapp
City Mayor

Craig Roberts
Clackamas County Sheriff

Date

Date

Arlene Loble
City Manager

Lynn Peterson
Chair, Clackamas County Board

Date

Date