

RESOLUTION NO. 1153

A RESOLUTION AUTHORIZING THE POLICE DEPARTMENT TO ENTER INTO AN AGREEMENT WITH THE MULTNOMAH COUNTY SHERIFF'S OFFICE FOR A JOINT SPECIAL INVESTIGATIONS UNIT.

WHEREAS, it would be agreed upon that the City of Troutdale would benefit from assigning an officer to the special investigative unit of the Sheriff's office.

WHEREAS, the City of Troutdale enter into an intergovernmental agreement with the Multnomah County Sheriff's Office to assign a Troutdale Police Officer to the Special Investigations Unit for the purpose of conducting criminal investigations involving illegal narcotics and vice activity in Troutdale and within the jurisdiction of the Multnomah County Sheriff's Office.

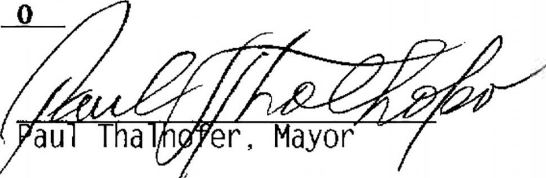
WHEREAS, a Troutdale Police Officer shall be assigned to the Special Investigations Unit for at least forty (40) hours per week and the length of the assignment shall be one and one half years (18 months). After one and one half years (18 months), the Troutdale Chief of Police shall replace the assigned Troutdale Officer with another Troutdale Officer to perform similar investigative duties. Any civil forfeiture proceeds shall be divided as follows: the Troutdale Police Department would get 16.66%. Overtime expenditures for investigative purposes will be funded from the SEDE fund of the Multnomah County Sheriff's Office.

NOW THEREFORE BE IT RESOLVED BY THE COMMON COUNCIL FOR THE CITY OF TROUTDALE THAT:

The City enter into this agreement with the Multnomah County Sheriff's Office.

ADOPTED BY THE COMMON COUNCIL OF THE CITY OF TROUTDALE THIS 10TH DAY OF JANURAY 1995.

YEAS: 6  
NAYS: 0  
ABSTAINED: 0

  
Paul Thalhoffer, Mayor

Date Signed: JANUARY 11, 1995

ATTEST:

  
George Martinez  
City Recorder

## INTERGOVERNMENTAL AGREEMENT

This document constitutes an Agreement between the Multnomah County Sheriff's Office Special Investigations Unit and the Troutdale Police Department (TPD) to add a Troutdale Police Officer to the Special Investigations Unit to investigate narcotics and vice operations. The Multnomah County Sheriff's Office Special Investigations Unit shall be responsible for the investigation of criminal activity in narcotics trafficking, vice, organized crime, and other similar investigations needing specialized personnel and equipment within the jurisdiction of the Multnomah County Sheriff's Office and the City of Troutdale.

To carry out the elements of this joint operation, the Multnomah County Sheriff's Office and the Troutdale Police Department agree as follows:

- A. The combined unit is titled the "Special Investigations Unit". The Multnomah County Sheriff's Office shall provide the proper administrative management and operations supervision for the combined unit. The unit will be housed at the Multnomah County Sheriff's Office. The Special Investigations Unit is responsible for investigations into all commercial and narcotics activities, (the selling, manufacture, growing, distribution, possession or sale, or possession for distribution of controlled substances), vice activities which constitutes gambling, prostitution, commercial pornography; and other special investigations such as racketeering, criminal activity committed by organized criminal groups, sting operations, etc. for the Multnomah County Sheriff's Office and the Troutdale Police Department.
- B. The Multnomah County Sheriff's Office shall assign one (1) sergeant and no less than four (4) sworn deputies forty (40) hours per person per week.
  1. The Troutdale Police Department shall assign at least one (1) Troutdale Police Officer to the Special Investigations Unit for at least forty (40) hours per week. The length of assignment shall be one and one half years (or longer if approved by the Troutdale Chief of Police) unless it is deemed inappropriate for that officer to stay based on performance objectives and unit cohesiveness considerations. After one and one half years the Troutdale Chief of Police shall rotate in another Troutdale Police officer after consultation with the Special Investigations Unit manager.

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2. The parties recognize that it is essential that the personnel in this unit be compatible to ensure an effective operation. Therefore, the Troutdale Police Department shall recommend the personnel from the Troutdale Police Department to be assigned. The decision of which officers are appointed to the Special Investigations Unit shall rest with the Troutdale Chief of Police after review by and upon consultation with the Special Investigations Unit manager. The decision as to whether the officer from the Troutdale Police Department stays with the Multnomah County Sheriff's Office Special Investigations Unit for the entire one and one half years rests solely with the unit manager.
  3. The Special Investigations Unit manager will be responsible for all necessary personnel evaluations and routine administrative reports required for all officers assigned to the Special Investigations Unit, including members of the Troutdale Police Department. Evaluations of the Troutdale officers will be forwarded to the Troutdale Chief of Police for his review.
  4. The Multnomah County Sheriff's Office and the Troutdale Police officer assigned shall schedule their time off, vacations, and training through the Special Investigations Unit manager.
- C. The Multnomah County Sheriff's Office shall provide specialized equipment such as body transmitters, surveillance equipment, raid vests, raid jackets, raid T-shirts and vehicle tracking devices. The Multnomah County Sheriff's Office shall provide vehicles for officers from both agencies and will be responsible for the maintenance and cost of the assigned vehicles. The Multnomah County Sheriff's Office shall provide vehicles for the Special Investigation Unit from the inventory of seized vehicles and/or be provided from funds in the SEDE account. Maintenance costs of the vehicles will come from the SEDE fund. The Multnomah County Sheriff's Office will also provide any other items which are specific to the duties performed by the personnel in the Special Investigations Unit.
- D. All forfeited proceeds involving investigations conducted by the Special Investigations Unit after the effective date of this agreement shall be divided in accordance with the Multnomah County Ordinance 422 and the contract executed between Multnomah County and the City of Troutdale regarding the sharing of forfeiture proceeds.

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The Multnomah County Sheriff's Office and the Troutdale Police Department agree that forfeited proceeds resulting from the investigations of the joint Special Investigations Unit shall be placed in a special fund within the Multnomah County Sheriff's Office. This fund shall be used for law enforcement purposes only, specifically the investigation of criminal activity, narcotics trafficking, vice, and other types of organized crime defined by Subsection A of this agreement. This fund shall be referred to as the SEDE fund.

When joint federal and Special Investigations Unit investigations result in asset seizures under the federal statute, the Multnomah County Sheriff's Office and the Troutdale Police Department shall jointly apply to the United States Attorney's Office or other responsible federal agencies for participation in the forfeiture of the assets. Once awarded, the assets shall be distributed to the respective agencies by mutual agreement between the Sheriff and the Troutdale Police Department.

The Multnomah County Sheriff's Office and the Troutdale Police Department agree that if the agreement is terminated, the funds and vehicles resulting from the forfeitures by the joint Special Investigations Unit shall be divided in accordance with the formula based on manpower contribution by each agency within the unit at the time of the termination of the agreement, (for example: if the Multnomah County Sheriff's Office assigns five persons and the Troutdale Police Department assigns one person, the fund would be distributed at a rate of 83.5% return to the Multnomah County Sheriff's Office and 16.5% return to the Troutdale Police Department).

- E. Both parties agree that overtime expenditures for investigative purposes are a legitimate law enforcement expenditure and, therefore, is within the scope of this Letter of Agreement. It is the desire of both parties that expenditures for investigative overtime be funded from the special fund known as the SEDE fund.

The Multnomah County Sheriff's Office and the Troutdale Police Department agree that forfeited proceeds resulting from the investigations of the joint Special Investigations Unit shall be placed in the special fund within the Multnomah County Sheriff's Office. This fund shall be identified as the SEDE fund. The monies contained within the SEDE fund shall be used for law enforcement purposes only, specifically with the focus for the investigation of criminal activity involving drugs and narcotics trafficking; organized crime as defined by Section A of this agreement,

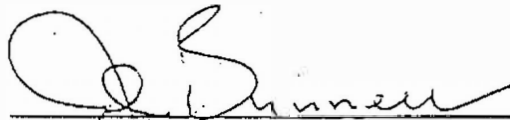
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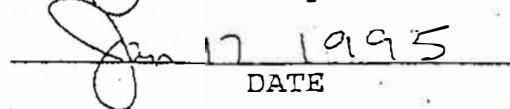
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and vice conditions. Law enforcement expenditures for the purpose of this agreement shall include the payment of informant fees, purchase of evidence, purchase of investigative equipment, training of unit members, approved investigative expenses required for the successful conclusion of an investigation, and the payment of operational overtime resulting from the criminal investigation.

DEFINITION: For the purpose of this agreement, operational overtime is defined as the time outside a member's normal work day that is spent on normal working activities such as but not limited to: investigations, undercover activities, surveillance, services of search and arrest warrants, arrests, and report writing. Time spent in court or other judicial process such as District Attorney's conferences is not included in the definition of operational overtime. It is agreed that the City of Troutdale shall bill Multnomah County for the overtime expenses incurred. The billing shall include the employee's name, rate of pay, benefit cost, and number of hours on the appropriate date. Both parties agree that only that time approved by the unit manager shall be compensated.

- F. The Sheriff and Chief of Police shall receive a monthly report from the Special Investigations Unit manager detailing operational activities, seizures, arrests, SEDE activities, and other information deemed pertinent to the activities of the Special Investigations Unit.
- G. This agreement may be terminated by either party upon thirty (30) days written notice.

  
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JOHN BUNNELL, Sheriff  
Multnomah County Sheriff's Office

  
\_\_\_\_\_  
Jan 17 1995  
DATE

  
\_\_\_\_\_  
MARK BERREST, Chief of Police  
Troutdale Police Department

  
\_\_\_\_\_  
01-25-95  
DATE