

RESOLUTION NO. 1753

A RESOLUTION ALLOWING MAYOR THALHOFER TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF GRESHAM, THE CITY OF FAIRVIEW AND MULTNOMAH COUNTY AND THE CITY OF TROUTDALE.

THE TROUTDALE CITY COUNCIL FINDS AS FOLLOWS:

1. It is necessary and desirable to endorse and adopt the Intergovernmental Agreement between the City of Gresham, the City of Fairview and Multnomah County, and the Troutdale Police Department, City of Troutdale, Oregon, for the purpose of participating in the East Metro Gang Enforcement Team (EMGET) and to receive grant funding from the State of Oregon to fund this position.

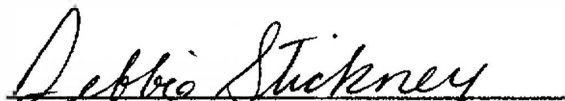
NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF TROUTDALE:

That the Mayor is hereby authorized to sign the attached Intergovernmental Agreement.

YEAS: 5
NAYS: 0
ABSTAINED: 0


Paul Thalhofer, Mayor

Dated: May 11, 2005


Debbie Stickney, City Recorder
Adopted: May 10, 2005

INTERGOVERNMENTAL AGREEMENT

East Metro Gang Enforcement Team
(EMGET)
(Gresham, Fairview, Troutdale, Multnomah County Gang Unit)

THIS AGREEMENT is made and entered into pursuant to the authority found in ORS 190.010 et seq. between the City of Gresham Police Department (Gresham), the City of Fairview Police Department (Fairview), the City of Troutdale Police Department (Troutdale), and Multnomah County Sheriff's Office (Multnomah County).

PURPOSE – The purpose of this agreement is to establish a combined operational law enforcement team to reduce the impact of criminal street gangs on the citizens, schools, businesses and neighborhoods of the cities of Gresham, Fairview, Troutdale, Wood Village and the adjoining unincorporated areas of east Multnomah County through law enforcement presence, operational strategies and tactics, and to conduct a thorough coordinated approach designed to enhance community livability. The team shall be known as the *East Metro Gang Enforcement Team* (EMGET).

WHEREAS, each participating agency is a municipal corporation and a unit of local government authorized to enter into intergovernmental agreements pursuant to the provision of ORS 190.010, et seq.; and

WHEREAS, the participating agencies have shown concerns for the quality of life and safety of their citizens, and the existence of criminal street gangs has significant impact on life, safety and property; and

WHEREAS, the participating agencies believe it would be beneficial to establish a joint cooperative operations unit that shall be responsible for the investigation of criminal street gang activity, and other investigations needing specialized personnel and equipment; and

IN CONSIDERATION of those mutual promises and the terms and conditions set forth hereafter, and pursuant to the provisions of ORS chapter 190, the parties agree to be bound as follows:

PERSONNEL MATTERS

1. Gresham agrees to assign three (3) full-time, Oregon Department of Public Safety Standards and Training certified police officers to EMGET. The three (3) Gresham officers shall consist of one (1) police sergeant and two (2) police officers. The normal shift hours for the assigned sworn Gresham EMGET members shall be four ten-hour days per week.

2. Gresham agrees to provide one (1) civilian administrative assistant. The normal shift hours for the assigned EMGET member shall be five eight-hour days per week.
3. Fairview, Troutdale, and Multnomah County each agree to provide one (1) full-time, Oregon Department of Public Safety Standards and Training certified police officer or deputy. The normal shift hours for the assigned sworn EMGET member shall be four ten-hour days per week.
4. All participating agencies acknowledge that the assigned EMGET member(s) will be absent from duty for various reasons, including but not limited to vacation, holiday, illness, injury, training, leave of absence and administrative leave. All participating agencies also acknowledge that some employee leave of absences are a result of paid leave that the EMGET member has earned and is entitled to take and that some employee's absence are the result of actions taken by the employer, with or without the employee's consent. In accordance with the foregoing acknowledgements agree:
 - a. All participating agencies will not be responsible or otherwise obligated to replace an assigned EMGET member who is absent due to: 1) paid accrued leave, including but not limited to: vacation, holiday, sick leave; 2) participation in training directly related to EMGET; or 3) participation in police actions or emergencies which require additional officers/deputies from support units to meet operational needs.
 - b. All participating agencies agree that the assigned EMGET member(s)' scheduled time off for vacations and training will be with the knowledge and consent of the EMGET sergeant. Gresham shall provide verification of time worked, leave taken and training attended by each agencies EMGET member upon request.
5. All participating agencies recognize it is essential that the personnel in the EMGET be compatible to ensure an effective operation. The decision of which officer/deputy ultimately is appointed to the EMGET shall rest with the respective agency, after consultation with the EMGET sergeant.
6. All participating agencies agree that the assigned EMGET personnel shall be and remain employees of their respective agencies. The Gresham sergeant shall supervise all personnel assigned to EMGET.
7. The EMGET sergeant will be responsible for necessary personnel evaluations and routine administrative reports for all participants assigned to EMGET. Evaluations of EMGET personnel will be forwarded to their respective command staff for review, comments and additional information as necessary.
8. If it is determined by the EMGET sergeant that a member of EMGET needs to be replaced to ensure the effective operations of the EMGET team, the

EMGET sergeant shall immediately notify the command staff of both Gresham and the member's respective agency for appropriate action. The participating agencies agree that any determinations by the EMGET sergeant as to replacement of EMGET members will be final and binding, and not subject to arbitration or any other dispute resolution requirements under this Agreement.

OFFICE SPACE and EQUIPMENT

1. Gresham agrees to provide sufficient office space for the use of EMGET personnel, including the costs for utilities and telephone services, at a Gresham facility.
2. Participating agencies shall provide equipment including, but not limited to, police radio, duty weapon, ammunition, uniform and any other equipment as determined by the participating agencies.
3. Each participating agency shall make available a fully equipped marked police vehicle, and pay all associated vehicle fuel, maintenance, and repair costs for the operation of the assigned vehicle.
4. All participating agencies agree to authorize all sworn members of EMGET driving privileges to all vehicles that have been assigned to EMGET personnel.
5. All participating agencies agree to provide all other related materials and services for their assigned EMGET member.

REPORTS

1. All EMGET incident/crime reports shall be written on Gresham Police report forms, and in the manner as outlined by the EMGET sergeant.
2. Once the EMGET sergeant has approved a report, a copy of the report shall be sent to the appropriate agency whose jurisdiction the incident occurred.
3. Each EMGET agency shall receive a monthly report which shall include, but not limited to; outlining the number of coordinated missions, criminal gang related contacts, number of weapons seized, number of arrests and number of EMGET cases referred to the Multnomah County District Attorney for prosecution.

4. Each EMGET agency shall have access to the records of the other parties related to this agreement for the purpose of examination, copying and audit, unless otherwise limited by law.

INDEMNIFICATION and LIABILITY

Subject to the limitations of the Oregon Tort Claims Act and the Oregon Constitution, Fairview, Gresham, Troutdale and Multnomah County agree to remain responsible for the actions of their own employees, and to indemnify, defend and hold harmless each other agency's commissioners, 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 their assigned personnel acting pursuant to the terms of this Agreement.

DISPUTE RESOLUTION

1. While the parties have attempted to make an Agreement anticipating and addressing their concerns, Fairview, Gresham, Troutdale and Multnomah County acknowledge the possibility that a claim, controversy or dispute may arise out of this Agreement. Fairview, Gresham, Troutdale and Multnomah County agree that each party has an obligation and affirmative duty to make a good faith effort to resolve any claims, controversy or dispute, including the giving of timely, written notification thereof to the other party.
2. Fairview, Gresham, Troutdale and Multnomah County agree that all claims, controversies or disputes which arise out of this Agreement, and which have not been resolved through good faith efforts of the parties, shall be resolved by arbitration in accordance with the then effective arbitration rules of the Arbitration Service of Portland, selected by the party who first initiates arbitration by filing a claim in accordance with the rules of the organization selected, and any judgment upon the award rendered pursuant to such arbitration may be entered in any court having jurisdiction thereof.

TERM, MODIFICATION and TERMINATION

1. It is anticipated that the term of this agreement shall be from April 5, 2005, or upon approval of this IGA by the respective agency, through September 30, 2006, or until funding is exhausted.
2. All participating agencies agree that any party to this Agreement may terminate their participation in EMGET by giving all parties involved not less than 30 days written notice.

3. All participating agencies agree this Agreement may be modified or amended by mutual agreement of the parties. Any modification to this Agreement shall be effective only when incorporated herein by written amendments and signed by the involved agencies Chief of Police or designee or successor, and Sheriff or designee or successor and approved by the Mayor of the City of Gresham, Mayor of the City of Fairview, Mayor of the City of Troutdale and the Chair of the Multnomah County Board of Commissioners.

TRAINING

1. All EMGET sworn personnel may attend Gresham Police Department In-Service training when offered.
2. Any training recommended by the EMGET sergeant shall be approved by that member's agency, and all associated costs shall be borne by the participating agency.

CONTRACT COSTS

1. Gresham agrees to pay Fairview, Troutdale and Multnomah County for services under this Agreement not to exceed the amount specified in Exhibit A. Troutdale, Fairview and Multnomah County agree to provide Gresham an expenditure report/invoice on a monthly basis as outlined in Exhibit A. Each invoice shall include the amount due and include sufficient information to enable the parties to identify the service being invoiced. Invoiced payments shall be payable as follows:

City of Fairview
Finance Department
1300 NE Village Street
Fairview, Oregon 97024

City of Troutdale
Finance Department
104 SE Kibling
Troutdale, Oregon 97060

Multnomah County
Dept. of Business and Community Services
Finance, Budget, and Tax Office
503 SE Hawthorne Street
Portland, Oregon 97214

2. Costs incurred under this IGA will only cover base salaries and fringe benefits not to exceed the total amount reflected for each agency as illustrated in Exhibit A.

CONTRACT ADMINISTRATION

1. Gresham designates Lt. Richard R. Troudt, or his successor, to represent Gresham in all matters pertaining to administration of this Agreement.
2. Fairview designates Chief Ken Johnson, or his successor, to represent Fairview in all matters pertaining to administration of this Agreement.
3. Troutdale designates Chief David Nelson, or his successor, to represent Troutdale in all matters pertaining to administration of this Agreement.
4. Multnomah County designates Chief Deputy Lee Graham, or his successor, to represent Multnomah County in all matters pertaining to administration of this Agreement.
5. In notice or notices provided for by this Agreement or by law to be given or served upon either party shall be given or served by certified letter, deposited in the U.S. mail, postage prepaid, and addressed to:

Chief Ken Johnson
Fairview Police Department
1300 NE Village Street
Fairview, Oregon 97024

Chief David Nelson
Troutdale Police Department
104 SE Kibling
Troutdale, Oregon 97060

Chief Deputy Lee Graham
Multnomah County Sheriff's Office
503 SE Hawthorne Street
Portland, Oregon 97214

Lt. Richard R. Troudt
Gresham Police Department
1333 NW Eastman Parkway
Gresham, Oregon 97030

6. Gresham agrees to retain all pertinent records associated with this Agreement for five (5) years following the final payment under the agreement or until all audits are complete and claims resolved.

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

By: Charles Becker

Charles Becker, MAYOR

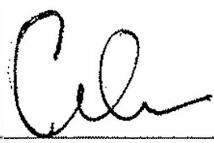
Date: 4/6/05

CITY OF FAIRVIEW

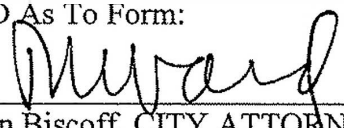
By: Mike Weatherby

Mike Weatherby, MAYOR

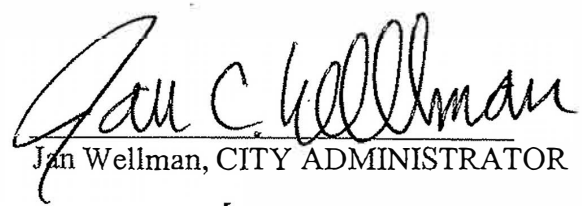
Date: April 7, 2005

By: 
Erik Kvarsten, CITY MANAGER

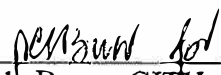
Date: 4/6/2005

APPROVED As To Form:

Susan Biscoff, CITY ATTORNEY

Date: _____

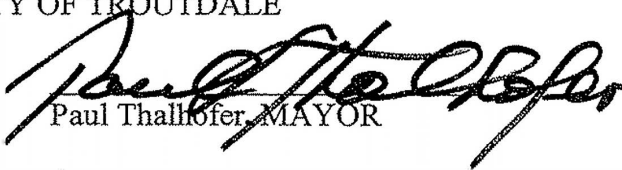
By: 
Jan Wellman, CITY ADMINISTRATOR

Date: April 7, 2005

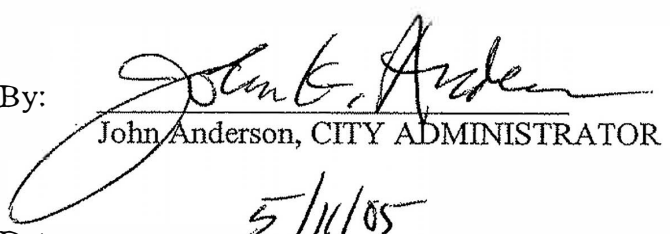
APPROVED As To Form:

Pamela Beery, CITY ATTORNEY

Date: 8 April 2005

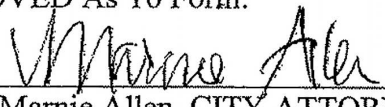
CITY OF TROUTDALE

By: 
Paul Thallofer, MAYOR

Date: May 11, 2005

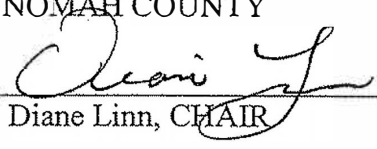
By: 
John Anderson, CITY ADMINISTRATOR

Date: 5/11/05

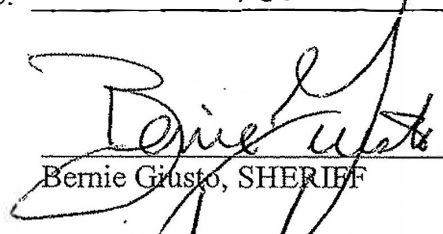
APPROVED As To Form:

Marnie Allen, CITY ATTORNEY

Date: 5/13/05

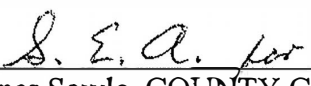
MULTNOMAH COUNTY

By: 
Diane Linn, CHAIR

Date: JUNE 2, 2005

By: 
Bernie Giusto, SHERIFF

Date: 5/18/05

APPROVED As To Form:

Agnes Sowle, COUNTY COUNSEL

Date: 3-18-05

East Metro Gang Enforcement Team (EMGET)

I. ALLOWABLE COSTS

Costs incurred under this Intergovernmental Agreement (IGA) will only cover base salaries and fringe benefits not to exceed the total amount reflected for each agency as illustrated below. All other costs, including, but not limited to overtime, equipment, and related materials, must be borne by the respective participating agency.

Total amount to be distributed to each agency is as follows:

1 Gresham Sergeant	\$142,000
2 Gresham Officers	\$213,000
1 Gresham Admin. Assistant II	<u>\$77,000</u>
Gresham Total:	\$432,000
1 Troutdale Officer	\$106,000
1 Fairview Officer	\$106,000
1 Multnomah County Deputy	<u>\$106,000</u>
Total:	\$750,000

II. EXPENDITURE REPORTS / INVOICES

Multnomah County, the City of Troutdale, and the City of Fairview shall provide related expenditure reports/invoices to the City of Gresham based on the following schedule:

Activity	Expenditure Report/Invoice Due
Activation date of IGA through May 15, 2005	May 25, 2005
Monthly reports thereafter will be due on the 15 th of the following month.	

III. REIMBURSEMENT

Gresham agrees to reimburse participating agencies for quarterly activity no later than 30 days after the close of each fiscal quarter (i.e. July 30, October 30, January 30, and April 30).