

RESOLUTION NO. 2092

A RESOLUTION APPROVING A REVISED INTERGOVERNMENTAL AGREEMENT BETWEEN THE MULTNOMAH COUNTY SHERIFF'S OFFICE (MCSO) JOINTLY WITH AND ON BEHALF OF MULTNOMAH COUNTY AND THE CITY OF TROUTDALE, RELATING TO THE ADMINISTRATION OF TROUTDALE MUNICIPAL CODE CHAPTER 8.12 BURGLARY AND ROBBERY ALARMS, AND RESCINDING RESOLUTION NO. 1847.

THE TROUTDALE CITY COUNCIL FINDS AS FOLLOWS:

1. Both the City of Troutdale Municipal Code (Chapter 8.12) and the Multnomah County Code (Chapter 15.700) have provisions which regulate the installation and use of burglary and robbery alarm systems.
2. The City of Troutdale and Multnomah County have an existing Intergovernmental Agreement (IGA) that requires revision in order to include the contract language necessary to reflect changes to the administration of the burglary and robbery alarm protocols.
3. The parties desire to enter into this agreement relating to the administration of Troutdale Municipal Code Chapter 8.12 in accordance with those mutual terms and conditions.

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

Section 1. The mayor is authorized to sign a revised IGA with Multnomah County which is in substantial conformity to that which is attached to the Staff report as Exhibit "A".

Section 2. Resolution No. 1847, which authorized the execution of the prior IGA with Multnomah County, is rescinded.

Section 3. This resolution shall take effect upon adoption.

**YEAS: 7
NAYS: 0**

ABSTAINED: 0

Mayor Jim Kight
Mayor Jim Kight
February 10, 2011
Date

Debbie Stickney
Debbie Stickney, City Recorder

Adopted: February 8, 2011

INTERGOVERNMENTAL AGREEMENT

BURGLAR ALARM TASK FORCE

This agreement is made and entered into pursuant to the authority found in ORS 190.010 et seq. and ORS 206.345 by and between Multnomah County Sheriff's Office (MCSO), jointly with and on behalf of Multnomah County (County), and City of Troutdale.

RECITALS

WHEREAS, both the City (Troutdale Municipal Code Chapter 8.12), Exhibit A, and County (Multnomah County Code Chapter 15.700) have in force provisions which regulate the installation and use of burglary and robbery alarm systems; and

WHEREAS, the parties desire to enter into this agreement to govern the administration of (Troutdale Municipal Code Chapter 8.12 in accordance with those mutual terms and conditions set forth hereafter, the parties agree as follows:

I. TASK FORCE:

1. Multnomah County, through the Sheriff's Office, shall facilitate a countywide Burglar Alarm Task Force. Representatives of MCSO and participating cities will work collectively on the overall administration of the False Alarm Reduction Program. A member from the alarms industry shall be invited as a non-voting participant. The Task Force shall operate by consensus.
2. MCSO agrees to set quarterly meetings of the Task Force. MCSO agrees to provide the meeting facility and any information or items that the Task Force needs in order to conduct its business.
3. MCSO agrees to provide administrative support for Task Force. Such support includes but is not limited to preparation and distribution of minutes of all meetings held by the Task Force.
4. The Task Force duties shall include but are not limited to the following:
 - a. Review and approve the MCSO Alarm Ordinance Unit's final proposed budget and any revisions;
 - Annual operating cost review, and
 - Annual operating cost revisions
 - b. Review and approve the MCSO Alarm Ordinance Unit's policies that impact the services provided by the Alarm Ordinance Unit.
5. The Task Force shall review information and policy presented to and from the alarm industry.

II. THE PARTIES AGREE:

1. The MCSO shall:
 - a. Administer Troutdale Municipal Code Chapter 8.12 according to its terms.
 - b. Complete the day-to-day functions required by the Program including but not limited to:
 - Use a computer based system to maintain industry and user files, send false alarm notices and fee letters, track false alarms, renew permits and provide statistical information.
 - Send notices of false alarms, fees and suspension of service due to excessive alarms.
 - Send notices of permit renewal prior to permit holders' renewal date and at least one late renewal notice after the permit has been expired for at least 30 days.
 - c. Provide the City representative with quarterly program statistical and other requested information.
 - d. Provide to the City individual notification of unusual occurrences by users within the city.
 - e. MCSO maintains personnel rights in accordance with Multnomah County personnel rules, regulations and administration
2. The City will:
 - a. Provide a designated a City representative to serve on the Task Force and act on the city's behalf.
 - b. Have input into publications produced by the Alarm Unit.
3. Finance:
 - a. MCSO will provide year-end financial reports of all Alarm Ordinance Unit expenditures, no later than September 30th of each calendar year.
 - b. MCSO shall seek authorization from the Task Force to allot monies in excess of \$5,000 for any aggregate expenditure that is non-emergency in nature. Emergency expenditures in excess of \$5,000 may be made upon verbal notice to Task Force members.
 - c. "Emergency" is any unforeseen occurrence between quarterly Task Force meetings requiring unbudgeted expenditure of over \$5,000 that is necessary to continue operation of the Alarm Ordinance Unit.

- d. The alarm permit fee collected under TMC Chapter 8.12 shall be allocated to Multnomah County for the administration of the Alarm Unit.
- e. All fees collected pursuant to TMC Chapter 8.12 and administered by Multnomah County officers or employees will be revenue of Multnomah County; provided, however, that Multnomah County shall maintain records sufficient to identify the sources and amounts of that revenue.
- f. All fees collected for false alarms will be transferred, in their entirety, to the City on a quarterly basis within 30 days of the end of each quarter. The revenue transfer will occur in the months of October, January, April, and the year end fiscal report shall be furnished by September 30th of each year.
- g. Multnomah County shall maintain records in accordance with sound accounting principles sufficient to determine on a fiscal year basis the direct costs of administering TMC Chapter 8.12 by Multnomah County officers or employees, including salaries and wages (excluding the Sheriff individually), travel, office supplies, postage, printing, facilities, office equipment and other properly chargeable costs.
- h. Not later than September 30th of each year, Multnomah County shall render an account to the City for administering TMC Chapter 8.12. The account shall establish the net excess revenue or cost deficit for the preceding fiscal year and shall allocate that excess revenue, if any, or deficit, if any, to the County and the City proportionately as the number of permits issued for alarm systems within the corporate limits of the city bears to the whole number of permits issued in Multnomah County by the program; provided, that no allocation shall be made if the net excess revenue or deficit is less than \$2,500.00.
- i. Distribution by the county of any excess revenue amounts by the city shall be made not later than September 30th of each fiscal year.
- j. "Sound accounting principles" as used in this section, shall include, but not be limited to, practices required by the terms of any state or federal grant or regulations applicable thereto which relate to the purpose of TMC Chapter 8.12.

III. EFFECTIVE AND TERMINATION DATES

This agreement shall be in effect upon the last date of signature of the parties, and shall remain in effect until there is no government law enforcement response to burglary and robbery alarms in the City, or until terminated by either party on sixty (60) days written notice of such termination to the other party.

IV. CONTACT PERSON

For information concerning services to be performed under this agreement, contact shall be made with:

If to the City:
Chief Of Police or Designee
141 SE Dora Avenue
Troutdale, Oregon 97060
Telephone Number: (503) 665-6129

If to MCSO
Alarms Coordinator
12240 NE Glisan
Portland, Oregon 97230
Telephone: (503) 251-2411

V. NOTICE

Any notice provided for under this agreement shall be written and delivered personally to the following addressee or deposited in the United States Mail, postage prepaid certified mail, return receipt requested, addressed as follows, or to such other address as the receiving party hereafter shall specify in writing:

If to the City:

Scott Anderson
Troutdale Police Dept.
141 SE Dora Avenue
Troutdale, Oregon 97060
Telephone Number: (503) 665-6129

If to MCSO

Rebecca Child
MCSO
12240 NE Glisan
Portland, Oregon 97230
Telephone: (503) 251-2520

VI. AMENDMENTS

The MCSO and the City may amend this agreement at any time only by written amendment, agreed to by both parties.

VII. COMPLIANCE WITH LAWS

In connection with its activities under this agreement, MCSO and City shall comply with all applicable federal, state, and local laws and regulations.

VIII. OREGON LAW AND FORUM

1. This agreement shall be construed according to the laws of the State of Oregon.
2. Any litigation between the MCSO and City arising under this agreement or out of work performed under this agreement of issues not finally resolved by arbitration as provided in Section XI of this agreement, shall occur, if in the state courts, in the Multnomah County Court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the District of Oregon.

IX. INDEMNIFICATION

1. Subject to the limitations of the Oregon Torts Claims Act and the Oregon Constitution, MCSO and the COUNTY shall indemnify, defend and hold harmless CITY, its officers, employees and agents from all claims, suits, actions or expenses of any nature resulting from or arising out of the acts, errors or omissions of MCSO personnel acting pursuant to the terms of the Agreement.
2. Subject to the limitations of the Oregon Torts Claims Act and the Oregon Constitution, CITY shall indemnify, defend and hold harmless COUNTY and MCSO, their officers, employees and agents from all claims, suits, actions or expenses of any nature resulting from or arising out of the acts, errors or omissions of CITY personnel acting pursuant to the terms of this Agreement.

X. ASSIGNMENT

Neither the City nor MCSO shall assign this agreement, in whole or in part, or any right or obligation hereunder, without the prior written approval of the other.

XI. ARBITRATION

Any dispute under this agreement which is not settled by mutual agreement of MCSO or City within sixty (60) days of notification in writing by either party shall be submitted to an arbitration panel. The panel shall be composed of three (3) persons, one of whom shall be appointed by MCSO, one of whom shall be appointed by the City, and one of whom shall be appointed by the two arbitrators appointed by MCSO and the City. In the event the two cannot agree on the third arbitrator, then the third shall be appointed by the Presiding Judge (Civil) of the Circuit Court of the State of Oregon for the County of Multnomah. The arbitrators shall be selected within thirty (30) days of the expiration of the sixty (60) day period. The arbitration shall be conducted in Portland, Oregon and shall be governed by the laws of the State of Oregon. The parties shall agree on the rules governing the arbitration (including the appropriation of costs). If the parties cannot agree on rules, the arbitrators shall adopt rules consistent with this section. The arbitrators shall render their decision within forty-five (45) days of their first meeting with MCSO and City. Insofar as MCSO and City legally may do so, they shall be bound by the decision of the panel.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly appointed officers on the date written below.

CITY OF TROUTDALE, OREGON

MULTNOMAH COUNTY, OREGON

Mayor Jim Kight
Jim Kight, Mayor

Jeff Cogan
Jeff Cogan, Chair

DATE: March 17, 2011

DATE: 4-27-11

Craig Ward
Craig Ward,
City Administrator

Dan Staton
Dan Staton, Sheriff

DATE: 3/18/11

DATE: 4/1/11

APPROVED AS TO FORM:
David Ross
City Attorney

REVIEWED:
Henry H. Lazenby,
Multnomah County Attorney

By: [Signature]

By: [Signature]

DATE: 3/15/11

DATE: 4-26-11