

RESOLUTION NO. 2206

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH MULTNOMAH COUNTY, GRESHAM AND FAIRVIEW TO SHARE COSTS FOR TEMPORARY HOLDING SERVICES.

THE TROUTDALE CITY COUNCIL FINDS AS FOLLOWS:

1. The police staff hours saved by Troutdale Police Officers being able to transfer and process prisoners without having to travel to downtown Portland justifies sharing the cost of the temporary holding services with the other agencies.
2. Public safety is increased in Troutdale as a result of this agreement.

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

Section 1. That the City Manager is authorized to sign an Agreement which is in substantial conformity to that which is attached to the Staff report as Exhibit "A".

Section 2. This resolution is effective upon adoption.

**YEAS: 6
NAYS: 0
ABSTAINED: 0**



Doug Daoust, Mayor

Date 6/12/13



Debbie Stickney, City Recorder

Adopted: June 11, 2013

**INTERGOVERNMENTAL AGREEMENT
GRESHAM TEMPORARY HOLD OPERATION & FUNDING
Contract Number [Enter Contract Number]**

This is an Agreement between the Cities of Gresham, Fairview, and Troutdale (Collectively "Cities") and Multnomah County (County).

PURPOSE:

The purpose of this agreement is to continue the Multnomah County Sheriff's Office (MCSO) staffing and operation of the Gresham Temporary Holding (GTH) service located at the Gresham Police Department, and provide for the allocation of operational expenses amongst and between participating entities.

The parties agree as follows:

1. TERM

The term of this agreement shall be from July 1, 2013 to June 30, 2015. Thereafter, the Agreement will renew automatically on a yearly basis with amendment as to each participating agency's funding responsibility.

2. RESPONSIBILITIES OF CITIES

The Cities agree to pay for the costs of the GTH as follows:

a. In Fiscal Year 2014:

- i. City of Gresham will pay the total amount of \$33,206.
- ii. City of Fairview will pay the total amount of \$2,133.
- iii. City of Troutdale will pay the total amount of \$4,910.

b. Fiscal Year 2015:

- i. City of Gresham will pay the total amount of \$66,412.
- ii. City of Fairview will pay the total amount of \$4,266.
- iii. City of Troutdale will pay the total amount of \$9,821.

c. Payment Schedule & Terms:

- i. Payments shall be made on a quarterly basis according to the following billing schedule:

October 31 st for	—	July, August, September
January 31 st for	—	October, November, December
April 30 th for	—	January, February, March
July 31 st for	—	April, May, June

- ii. Payments should be mailed to:

Multnomah County Sheriff's Office
ATTN: Accounts Receivable/Sharon Lowell
501 S.E. Hawthorne Blvd., Suite 350
Portland, OR 97214

3. RESPONSIBILITIES OF COUNTY

- a. **Operation.** County, by and through MCSO, agrees to continue the GTH operation as set forth in Sections 1 through 15 of the Intergovernmental Agreement (IGA) between Multnomah County and the City of Gresham [Multnomah County Contract No. 0310505-1; Gresham Contract No. 1894]. The referenced sections of the prior IGA are incorporated into this Agreement and the County/Gresham IGA is appended as Exhibit A.
- b. **Funding.** County agrees to fund all remaining costs of the GTH operation in fiscal years 2014 and 2015 so as to maintain current levels of service (i.e. One certified corrections deputy, four days per week, eight hours per day).
- c. **Billing.** County will provide Cities will quarterly billing statements no later than 30 days before each installment is due as set forth under § 2(c)(i).

4. TERMINATION

This agreement may be terminated by any party upon 90 days written notice to head of each participating agency.

5. INDEMNIFICATION

Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, County shall indemnify, defend and hold Cities harmless from and against all liability, loss and costs arising out of or resulting from the acts of County, its officers, employees and agents in the performance of this agreement. Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300 each participating City shall indemnify, defend and hold harmless County from and against all liability, loss and costs arising out of or resulting from the respective acts of each participating City, its officers, employees and agents in the performance of this Agreement.

6. INSURANCE

Each party shall be responsible for providing worker's compensation insurance as required by law. Neither party shall be required to provide or show proof of any other insurance coverage.

7. ADHERENCE TO LAW

Each party shall comply with all federal, state and local laws and ordinances applicable to this agreement.

8. NON-DISCRIMINATION

Each party shall comply with all requirements of federal and state civil rights and rehabilitation statutes and local non-discrimination ordinances.

9. ACCESS TO RECORDS

Each party shall have access to the books, documents and other records of the other which are related to this agreement for the purpose of examination, copying and audit, unless otherwise limited by law.

10. SUBCONTRACTS AND ASSIGNMENT

No party to this Agreement will subcontract or assign any part of this agreement without the written consent of the other parties.

11. THIS IS THE ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties. This Agreement may be modified or amended only by the written agreement of the parties.

MULTNOMAH COUNTY, OREGON:

County Chair or Designee: [Signature]

Date: 8-13-2013

Dept Director or Designee: _____
Date: _____

JENNY M. MORF,
COUNTY ATTORNEY FOR MULTNOMAH COUNTY

By Assistant County Attorney [Signature]
Date: 06-12-2013

CITY OF GRESHAM, OREGON:

Signature: [Signature]

Print Name: ERIK KUARSTEN

Title: City Manager

Date: 4-30-13

Approved as to form: [Signature]

Date: 4-26-13

CITY OF FAIRVIEW, OREGON:

Signature: [Signature]

Print Name: Samantha D. Nelson

Title: City Administrator

Date: 6/10/2013

Approved as to form: _____

Date: _____

CITY OF TROUTDALE, OREGON

Signature: [Signature]

Print Name: CRIS R. LIND

Title: City Manager

Date: 6/11/13

Approved as to form: _____

Date: 6/11/13

INTERGOVERNMENTAL AGREEMENT

GRESHAM TEMPORARY HOLD

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 Gresham (CITY).

RECITALS

WHEREAS, the CITY maintains in its police headquarters a temporary hold whereby prisoners may be detained while awaiting transportation to a local correctional facility; and

WHEREAS, MCSO desires to use the CITY's temporary hold as a place where local police officers may transfer custody of arrested persons to MCSO at the temporary hold in lieu of the police officers taking the prisoners to the Multnomah County Detention Center (MCDC), located in downtown Portland.

TEMPORARY HOLD OPERATION

1. The CITY agrees to permit MCSO to operate the temporary hold area located in the CITY Public Safety building at 1333 NW Eastman Parkway, Gresham. The CITY further agrees that it will provide such space to MCSO at no charge to MCSO or the COUNTY.
2. The parties agree that MCSO shall operate the temporary hold four days per week, 8 hours per day. The parties agree that the initial schedule shall be Wednesday through Saturday, 8:00 p.m. until 4:00 a.m. (subject to re-evaluation).
3. MCSO agrees to staff the temporary hold with at least one Corrections Deputy who is certified as a corrections officer by the Department of Public Safety Standards and Training (DPSST). MCSO further agrees to provide prisoner transportation between the temporary hold and MCDC using either Corrections Deputies or Deputy Sheriffs.

The deputies provided hereunder shall be referred to hereafter as ASSIGNED PERSONNEL. The parties further agree that prisoner transports may be performed by reserve police officers or reserve deputy sheriffs.

4. The parties agree that police officers from the cities of Gresham, Troutdale and Fairview; Portland Police Bureau and Oregon State Troopers working in East Multnomah County; and Multnomah County Deputy Sheriffs may take prisoners to the CITY's temporary hold and transfer custody of such prisoners to MCSO ASSIGNED PERSONNEL at the temporary hold. The parties further agree that before custody of a prisoner is completed, the arresting officer shall submit the required paperwork, including but not limited to reports, citations, warrant information and such other documents that would be required for a prisoner booking at MCDC.

5. The parties agree that once custody of a prisoner is transferred from a police officer to the MCSO Corrections Deputy assigned to the temporary hold, the MCSO Corrections Deputy shall have primary responsibility for care, custody, control, and safety of such prisoner at all times the prisoner is detained in the temporary hold.

6. The CITY agrees to install and maintain sufficient video cameras and monitors, and audio microphones and speakers, so as to permit sight and sound communication between the temporary hold area and an area of the police Public Safety building that is staffed at all times during which MCSO's ASSIGNED PERSONNEL operate the temporary hold.

7. The CITY agrees that in the event of an emergency situation in the temporary hold, including but not limited to a riot, fire, escape attempt or assault on staff, the CITY will respond by sending available police officers in or near the temporary hold to the emergency scene.

8. The parties further agree that if MCSO is unable to staff the temporary hold for a partial or entire shift, no person, other than a City of Gresham police officer, shall attempt to detain or transfer custody of a

prisoner at the temporary hold until such time as the temporary hold is staffed by corrections deputy as provided herein.

PERSONNEL MATTERS

9. MCSO agrees to provide the ASSIGNED PERSONEL assigned to the temporary hold with all uniforms, equipment and vehicles necessary to perform the deputies duties required hereunder.

10. The parties agree that the ASSIGNED PERSONNEL provided hereunder by MCSO shall be and remain employees of the COUNTY. The ASSIGNED PERSONNEL shall be supervised by MCSO and shall perform their duties in accordance with the administrative and operational procedures of MCSO. If MCSO operational procedures conflict with the CITY's operational procedures, MCSO and CITY agree to meet and confer to resolve and conflict in procedures.

11. The CITY does not assume any liability for the direct payment of any wages, salaries or other compensation to ASSIGNED PERSONNEL performing services pursuant to the terms of this Agreement or for any other liability not provided for in this Agreement.

12. The COUNTY shall maintain Workers' Compensation insurance coverage for their ASSIGNED PERSONNEL, either as a carrier insured employer or a self-insured employer as provided in ORS chapter 656.

13. The parties agree that matters concerning direct or indirect monetary benefits, hours, vacations, sick leave, grievance procedures and other conditions of employment regarding ASSIGNED PERSONNEL under this Agreement shall be governed by the provisions of existing collective bargaining agreements between the ASSIGNED PERSONNEL's bargaining unit and their public employer.

14. The parties agree that all labor disputes arising out of this Agreement shall be governed by the provisions of applicable collective bargaining agreements in effect during this Agreement, and the personnel rules of the COUNTY.

CRIMES STATION

15. MCSO and the COUNTY agree to install and maintain at or near the temporary hold a CRIMES video image station whereby a police officer may verify the identity of a suspect by searching the CRIMES system's data base. The CRIMES station provided hereunder shall include a monitor, keyboard or other input device and fiber optic transmission lines, or equivalent, required to render the system operative.

16. MCSO agrees to provide at no cost to CITY training on the CRIMES system for police officers and other personnel who are authorized to access the CRIMES system.

EFFECTIVE AND TERMINATION DATES

17. This Agreement shall be effective on the date it is signed by last party signing the Agreement, and shall remain in effect until terminated by either party as provided in section 18 hereunder.

18. This Agreement may be terminated by either party upon sixty (60) days written notice, delivered in writing to the contact person listed below.

CONTACT PERSON

19. For information concerning services to be performed under this Agreement, contact shall be made with:

If to the CITY:

Lieutenant Larry Leeman
Gresham Police Department
1333 NW Eastman Parkway
Gresham, Oregon 97030
Telephone: 503 618-2724

If to MCSO:

Captain Jim Turney
Facilities Division
1120 SW 3rd Avenue
Portland, Oregon 97204
Telephone: 503 988-3051

NOTICE

20. 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:

Carla C. Piluso, Chief
Gresham Police Department
1333 NW Eastman Parkway
Gresham, Oregon 97030
Telephone: 503 618-2606

If to MCSO:

Bernie Giusto, Sheriff
Multnomah County Sheriff's Office
1120 SW 3rd Avenue
Portland, Oregon 97204
Telephone: 503 988-3600

INDEMNIFICATION

21. 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 this Agreement.

22. 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.

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, OREGON

MULTNOMAH COUNTY, OREGON

Charles J. Becker
Charles J. Becker, Mayor

Bernie Giusto by the
Bernie Giusto, Sheriff

DATE: 4-23-04

DATE: 02-18-04

Rob Fussell
Rob Fussell, City Manager

Diane M. Linn
Diane M. Linn, County Chair

DATE: 4/23/04

DATE: 3-4-04

APPROVED AS TO FORM:

REVIEWED:

By: Miles Ward

L.A.
Agnes Sowle, County Attorney

DATE: April 22, 2004

DATE: 11-18-03

APPROVED : MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-5 DATE 03-04-04
DEBORAH L. BOGSTAD, BOARD CLERK