



Resolution 2004-037

A RESOLUTION AUTHORIZING THE CITY MANAGER OF HIS DESIGNEE TO SIGN AN INTERGOVERNMENTAL AGREEMENT (IGA) WITH WASHINGTON COUNTY SHERIFF'S OFFICE – AN INTERAGENCY TEAMS AGREEMENT

WHEREAS, the City has an ongoing relationship with Washington County Sheriffs Office to participate on interagency teams; and

WHEREAS, these interagency agreements benefit all local law enforcement agencies because specialized manpower and equipment costs are reduced for all; and

WHEREAS, this arrangement offers Sherwood officers an opportunity to train, qualify and perform in a wide range of law enforcement experiences; and

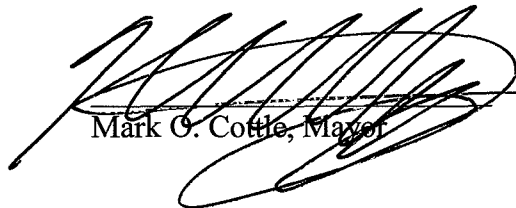
WHEREAS, interagency teams operate in concert in critical law enforcement areas such as gang and narcotics enforcement,

NOW, THEREFORE, THE CITY RESOLVES AS FOLLOWS:

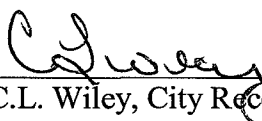
Section 1. The City Manager or his designee is hereby authorized to enter into an IGA with Washington County Sheriffs Office for an interagency teams agreement which is shown hereon as Exhibit A.

Section 2: This Resolution shall be effective upon its approval and adoption.

Duly passed by the City Council this 25th day of May, 2004.


Mark G. Cottle, Mayor

ATTEST:


C.L. Wiley, City Recorder

MASTER INTERAGENCY TEAMS INTERGOVERNMENTAL AGREEMENT

This Master Interagency Teams Agreement is entered into by and between the undersigned parties in order to provide for establishment and support of all local interagency teams as permitted by ORS 190.110, which provides that a unit of local government may enter into a written agreement with any other unit of local government for the performance of any or all functions and activities that a party to the agreement has the authority to perform

Therefore, for and in consideration of the following covenants, the parties agree as follows:

1. **EFFECTIVE DATE AND DURATION.** This agreement shall commence and take effect when signed by two or more parties and shall remain in effect until amended or terminated by the parties. The Law Enforcement Council will review this agreement in January of even numbered years and will make recommendations to their respective governing body if they determine revision or modification is needed.

2. **PURPOSE AND FUNCTION.** The purpose of this agreement is to provide for the cooperation and coordination of all local interagency teams. Each governing body of a participating jurisdiction agrees to delegate the authority to execute interagency team agreements to the chief law enforcement officer of the jurisdiction, provided that all interagency team agreements entered into by the chief law enforcement officer contain the exact language of the contract template as set forth in paragraphs 4.1 through 4.18 below.

3. **DEFINITIONS.**

3.1 **Interagency Team.** Two or more agencies assign personnel on a full or part time basis to a special unit. Examples include the Westside Interagency Narcotics Team and the Interagency Gang Enforcement Team.

3.2 **Police Officer, Peace Officer, General Authority Oregon Police.** Police officer as used in this document means a full-time, fully compensated police officer commissioned by the State of Oregon or any full-time, fully compensated police officer commissioned by a public agency or unit of local government of the State of Oregon to enforce the criminal laws of Oregon and included in the definitions contained or employed in ORS 181.610 and ORS 190.472, as now enacted or hereafter amended.

3.3 **Team Member.** A "team member" is a law enforcement officer selected by such officer's employing agency to the Team.

3.4 **Board.** The advisory Board made up of administrators of each law enforcement entity, as further described in paragraph 4.2.

3.5 **Governing Body.** The Board of County Commissioners or a City Council.

4. **REQUIREMENTS FOR TEAM AGREEMENTS.**

The authority to enter into and maintain law enforcement Interagency Team Agreements is delegated to the chief law enforcement officer of the jurisdiction (Sheriff or Chief of Police) provided that all such Interagency Team Agreements shall contain the following provisions (sections 4.1 through 4.18). The language of sections 4.1 through 4.18 shall not be amended or modified in any way without formal approval of the governing body of all participating jurisdictions, and no other substantive contract provisions may be added to the agreements. The only other provisions which may be added to an interagency team agreement under this Master Agreement are provisions, which define the purposes, functions, procedures and role of the team.

- 4.1 **COOPERATION.** Each participating agency assumes an obligation of good faith cooperation to provide all reasonable assistance and resources to and with other participating agencies in implementing the purposes of the Agreement.
- 4.2 **ADVISORY BOARD.** The administrators of each entity must respond to their respective governing bodies, and must effectively follow consistent and coordinated policies and procedures with respect to the Team. To assure that the activities of the team are responsive to these concerns, the parties hereby create an Advisory Board (Board). The Board will consist of the chief administrator of the law enforcement department of each participant, or the designee of such administrator in that administrator's absence. The Board shall collectively coordinate operational procedures and administrative guidelines for the Team and Administrator, and review the overall implementation thereof. The recommendations of the advisory board are not binding upon the participating agencies, but the agencies agree to use good faith efforts to cooperatively develop policies and procedures that will not cause significant conflict with the policies and procedures of any participating agency. In addition, the Board shall review the process for selecting new members on an annual basis.
- 4.3 **BOARD CHAIR.** The Chair of the Board will serve for a term of one calendar year, and shall be selected by majority vote of the membership at the Board's last meeting prior to the beginning of such term. The Chair must be a department head from a participating agency having a full time member assigned to the team. The Board will meet at least quarterly, and at any time upon request of a participating agency. Each member of the Board shall have an equal voice in the conduct of business. No quorum is required to conduct Board business, and a majority of the members present can take action on any Board issue.
- 4.4 **TEAM ADMINISTRATOR.** The Advisory Board shall designate an "Administrator" who will have the following responsibilities:

- 4.4.1 Attend and participate in the discussions of the Board.
- 4.4.2 Establishment of operational guidelines consistent with the policies and procedures of each department applicable to Team personnel;
- 4.4.3 Establishment of team operational priorities;
- 4.4.4 Evaluation of team activities and supervisory personnel;
- 4.4.5 Long range planning, preparation of budget recommendations, and allocation of budgeted resources to accommodate personnel, equipment and team activities; and
- 4.4.6 Reporting to the Board on team activities and management functions as outlined above in this section.

4.5 TEAM SUPERVISOR. The Board shall appoint at least one full time supervisor from a participating agency. The supervisor's responsibilities will be outlined in the operational guidelines, which will include but are not limited to the following:

- 4.5.1 Plan and manage operational activities of the team.
- 4.5.2 Direct the day-to-day activities of the team, including:
 - A. Assignment of investigations and other tasks to team personnel;
 - B. Scheduling of personnel for team activities, including scheduling which may result in overtime eligibility under the applicable personnel rules and collective bargaining agreements of participating agencies;
 - C. Review and approval of investigative reports;
 - D. Review personnel performance and make recommendations concerning supervisory issues to appropriate supervisory and command staff of the various participating agencies;
 - E. Serve as a liaison with other law enforcement agencies; and
 - F. Submit monthly reports to LEC on team activities.

4.6 TEAM MEMBERS. Team members shall be subject to the internal policies and procedures of their own respective departments with respect to personnel administration, payroll reporting, overtime eligibility, off-duty conduct, discipline, internal affairs reporting, mandatory training and other like administrative matters not directly related to Team performance.

- 4.7 SUPERVISION OF TEAM MEMBERS. Team members shall be supervised by the team supervisor while engaging in team activities and the team member will also have an agency supervisor at the team member's agency.
- 4.8 DISCIPLINE. The team supervisor will contact a team member's agency supervisor regarding discipline and performance issues and the team member's agency supervisor will handle any performance or discipline issues in accordance with that agency's policies and standards.
- 4.9 WAGES AND BENEFITS. All personnel costs, including wages and benefits, and incidental items of personal equipment, will be the responsibility of the participating agency assigning a person to the team. Each party shall be solely responsible for providing compensation to its employees, payment of employment-related taxes and insurance, and for provision of mandated and contracted benefits, to the same extent as though the employee was not assigned to the team.
- 4.10 EQUIPMENT. Any participating agency may assign to its participating Team members such capital equipment, for such times and under such restrictions, as it deems appropriate. Such equipment shall not be considered assets of the team, but shall remain an asset of the contributing agency. Each agency will be responsible for the maintenance and repair or replacement of their equipment assigned to the team.
- 4.11 RADIO COMMUNICATIONS. Team and other agency members shall maintain radio communications via their respective radio talk groups. All talk groups have access to mutual law enforcement frequencies.
- 4.12 FUNDING. Team operations will involve certain operating expenses including, but not limited to, office space rental, supplies and consumables, and informant compensation. The Board shall annually, at a time consistent with requirements of the various parties for their own budget process, confer and recommend to each participating agency's chief law enforcement officer a projected operational expense for the ensuing fiscal year. The respective share of each party to be recommended shall be the ratio to the entire projected operating expense that the number such party's Team members bear to the total number of Team members. In making that calculation, the number of Team members shall be the average number of Team members per month since the beginning of the current fiscal year, and the number of an agency's Team members shall be the average number of Team members from that agency over the same period of time.

- 4.13 **BUDGET.** Once a majority of the Board has reached agreement on the projected operating expense for the team during the ensuing fiscal year, each chief law enforcement officer shall consider such figure and that agency's proportionate share thereof in preparing and recommending a budget for that agency as part of the local budget process by which that agency's annual budget is determined. The amount determined under this section shall be a guideline and not mandatory, but shall be considered an obligation of good faith consideration by each party in adopting its own budget. Notwithstanding any other provision of this contract, all budget recommendations submitted must be approved by the Finance Department of the jurisdiction, and must comply with all rules and procedures of the local budget process.
- 4.14 **FISCAL AGENT.** The Washington County Finance Department will serve as Fiscal Agent for the purposes of this Agreement if Washington County is a signatory to this Interagency Team, unless the Advisory Board affirmatively decides that the Finance Department of another participating jurisdiction shall serve as the Fiscal Agent. The Finance Department of any participating jurisdiction that serves as a Fiscal Agent must handle all team financial affairs in accordance with generally accepted accounting principles for government agencies.
- 4.15 **REVENUES.** Any revenues generated by the Interagency Team shall be distributed to each of the participating agencies using the same pro rata formula set forth in paragraph 4.13 above.
- 4.16 **ANNUAL AUDIT.** The Administrator will ensure that an audit is conducted at least annually on the expenditure of confidential funds and the record keeping of the Team, to assure that accounting and expenditures are in accordance with legal and contractual obligations, and to assure that receipts and disbursements are documented and accounted for in accordance with generally acceptable accounting practices for government agencies.
- 4.17 **INDEMNITY.** Each party shall be independently and severally liable for the acts, errors and omissions of its employees and officers, and there shall be no right of indemnity between the parties, but they shall be entitled to assert rights to contribution under ORS 18.430 to 18.460.
- 4.18 **TERMINATION.** Any agency may terminate participation from any Interagency Team by providing 30 days' prior written notice to the other parties.

5. **INTERAGENCY TEAMS – PROCEDURE**

The chief law enforcement officer of a jurisdiction who wishes to create an interagency team shall present the proposal at the Law Enforcement Council

(LEC). If other chief law enforcement officers agree to create the team, a written agreement shall be drafted by one of the interested jurisdictions, incorporating only the required provisions of paragraph 4 above, and provisions setting forth the purposes, functions, procedure and role of the team. The agreement shall be circulated to the interested jurisdictions for review by the chief law enforcement officer and legal counsel. If acceptable, the chief law enforcement officer shall sign the agreement in multiple parts and forward to the other jurisdictions.

6. ADDITIONAL PARTIES

Any Oregon law enforcement agency, not a party to this agreement when it first becomes effective, may become a party to it by signing the agreement after being authorized to do so by its governing body. Upon the signing of the agreement by the additional party, the agreement shall become binding among all the parties that have signed the agreement.

7. TERMINATION, SUSPENSION, OR WITHDRAWAL FROM AGREEMENT

Upon mutual consent of all the parties, this agreement may be amended or terminated at any time. Any party may withdraw from this agreement upon giving written notice to the other participating agencies.

8. WAIVER

The failure of any party to enforce a provision of this agreement shall not constitute a waiver by it of that or any other provision.

9. CAPTIONS

Captions and heading used in this agreement are inserted for convenience of reference only and are not intended to affect the interpretation or construction of the agreement.

10. PARTIAL INVALIDITY

Whenever possible, each provision of this agreement shall be interpreted in such a way as to be effective and valid under applicable law. If any provision of this agreement is adjudged invalid, such adjudication shall not affect the remainder of such provision or the remaining provisions of this agreement, if such remainder would then continue to conform to the terms and requirements of applicable law and the intent of this agreement.

11. AMENDMENTS

Only a written instrument, executed by the governing body of each participating jurisdiction, may amend this agreement.

12. SIGNATORIES' AUTHORITY TO ENTER INTO AGREEMENT

Every person signing this agreement hereby represents to all the others that they are duly authorized by their unit of local government to enter into the agreement.

IN WITNESS WHEREOF the parties by the signatures of their authorized representatives have executed this agreement effective on the date shown below each signature.

City of Beaverton

By: _____

Printed Name: _____

Title: _____

Date: _____

City of Cornelius

By: _____

Printed Name: _____

Title: _____

Date: _____

City of Forest Grove

By: _____

Printed Name: _____

Title: _____

Date: _____

City of North Plains

By: _____

Printed Name: _____

Title: _____

Date: _____

City of Gaston

By: _____

Printed Name: _____

Title: _____

Date: _____

City of Sherwood

By: 

Printed Name: Mark O. Cottle

Title: Mayor

Date: May 27, 2004

City of Hillsboro

By: _____

Printed Name: _____

Title: _____

Date: _____

City of Tigard

By: _____

Printed Name: _____

Title: _____

Date: _____

City of King City

By: _____

Printed Name: _____

City of Tualatin

By: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Washington County

By: _____

Printed Name: _____

Title: _____

Date: _____