



Home of the Tualatin River National Wildlife Refuge

RESOLUTION 2014-058

AUTHORIZING THE CITY MANAGER TO SIGN A SUCCESSOR INTERGOVERNMENTAL AGREEMENT (IGA) WITH WASHINGTON COUNTY LAW ENFORCEMENT FOR THE PURPOSES OF MAINTAINING PARTICIPATION WITH INTER-AGENCY TEAMS

WHEREAS, the duly elected governing body of the City of Sherwood, Oregon, having been presented with information about the need for continuing participation with Washington County law enforcement inter-agency teams; and

WHEREAS, there exists a current and long standing intergovernmental agreement (IGA) between the City of Sherwood and Washington County law enforcement that enables participation with inter-agency teams that has been updated and needs to be renewed; and

WHEREAS, the Sherwood City Council recognizes the value of participation with inter-agency teams in Washington County and authorizes the City Manager to sign a successor IGA with Washington County law enforcement for ongoing and continued participation with inter-agency teams.

NOW, THEREFORE, THE CITY OF SHERWOOD RESOLVES AS FOLLOWS:

Section 1. The City Manager is authorized to sign the IGA, attached as Exhibit A, with the Washington County law enforcement.

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

Duly passed by the City Council this 19th day of August 2014.

Bill Middleton, Mayor

Attest:

Sylvia Murphy, MMC, City Recorder

WASHINGTON COUNTY MASTER INTERAGENCY TEAMS INTERGOVERNMENTAL AGREEMENT

This Master Interagency Teams Agreement (Agreement) is entered into by and between the undersigned parties 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.

It is the intent of this Master Interagency Agreement to be subservient to individual department pursuit policies. Under no circumstance will this agreement replace the individual department pursuit policy.

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

1. **EFFECTIVE DATE AND DURATION.** This Agreement commences and takes effect when signed by two or more parties and remains in effect thereafter until amended or terminated by the parties consistent with this Agreement. The Law Enforcement Council (LEC) will review this Agreement in January of even-numbered years and make recommendation(s) as to its revision or modification to their respective governing bodies if they determine that is needed.
2. **PURPOSE AND FUNCTION.** This Agreement provides 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 paragraph four below.
3. **DEFINITIONS.**
 - 3.1 **Interagency Team.** Two or more agencies assign personnel on a full-time, part-time or an on-call or collateral assignment basis to a special unit.
 - 3.1.1. Full time Interagency Teams have a narrowly focused primary mission and have member's assigned full-time (minimum of 40 hours per week) to the team. Some full-time Interagency Teams may have members assigned less than full-time (less than 40 hours per week) or for a limited duration (temporary assignments to enhance professional career of member). Full-time Interagency Teams shall be subject to additional requirements as defined in 4.2 and 4.3.
 - 3.1.2. On-call or collateral assignment Interagency Teams also have a narrowly focused mission; however, member's primary mission is something other than that of the team (Patrol, Detectives, Jail). On-call Interagency Teams are typically activated for limited duration specific missions. These Interagency Teams are not subject to sections 4.2 and 4.3.
 - 3.2 **Police Officer.** Police Officer as used in this Agreement is a police officer commissioned by the State of Oregon or a 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 Administrator or Team Commander. The participating agency which has volunteered to be responsible for primary county wide operational command of the particular Interagency Team shall designate (an exception to this rule is defined in 4.2) a Team Administrator. The Team Administrator must be a command ranking executive from that participating agency. The Team Administrator shall collaborate with participating agencies to develop and recruit team members and will coordinate with those agencies as to r appointment and removal of members to the respective interagency team (exceptions to this are defined in 4.2). The Team Administrator shall communicate with each participating agency the skill set, criteria and testing process to be used in applicant screenings for the Interagency Team.
- 3.4 Team Supervisor or Team Leader. The Team Supervisor has primary supervisory duties of interagency team members' daily on-duty activities. The minimum rank qualification for this position is sergeant with specific management duties described in section 4.5.1 through 4.5.2.E.
- 3.5 Team Member. A Team Member is a police officer as defined in 3.2, participating on an Interagency Team as described in 3.1.1 or 3.1.2 above.
- 3.6 User Board. The User Board is made up of the chief law enforcement administrators of each law enforcement entity as further described in section 4.2.
- 3.7 Governing Body. The Washington County Board of County Commissioners or a City Council for each participating city.

4. REQUIREMENTS FOR TEAM AGREEMENTS.

The authority to enter into and maintain Interagency Team Agreements for full-time Interagency Teams (as defined in 3.1.1) is delegated to the chief law enforcement officer of each affected jurisdiction (Chief of Police or Sheriff) provided that all such Interagency Team Agreements shall contain the language found in sections 4.1 through 4.20 below, which shall neither be amended nor modified without a formal unanimous approval of the governing body of all participating jurisdictions, and further, no other substantive contract language may be added without the same protocol. The only language which may be added are provisions addressing the purposes, functions, procedures and role of the affected Interagency Team. The chief law enforcement officer of the jurisdiction may enter Interagency Team Agreements for on-call or collateral assignment teams (as defined in 3.1.2).

- 4.1 COOPERATION. Each participating agency agrees to provide all reasonable assistance and resources to and with other participating agencies in implementing the purposes of the Agreement.
- 4.2 USER BOARD. If three or more agencies are participating on a full-time Interagency Team, and at the recommendation of the LEC, a User Board will be formed. The User Board will consist of the chief law enforcement administrator of each participating agency or designee having executive command authority. The User Board shall coordinate operational procedures and administrative guidelines for the Team and Team Administrator and review the overall implementation thereof. The User Board recommendations are not binding on the participating agencies but the agencies agree to use good faith efforts to develop operational procedures. The User Board shall elect a User Board Chair (as defined in section 4.3) and appoint a Team Administrator. The Team Administrator and User Board shall collaborate to recruit and appoint Team Supervisor(s).

- 4.3 USER BOARD CHAIR. The Chair of a User Board will serve a term of one calendar year (January 1 to December 31) and their appointment will be by majority vote of the participants. The vote shall take place in November of the calendar year preceding their service as Chair. The Chair must be one of the chief law enforcement officers or designees members from the User Board. The User Board will meet at least quarterly and at any time upon written request of a participating agency. Each member of the User Board shall have an equal voice in the conduct of business. No quorum is required to conduct User Board business, and a majority of the members present can take action on any User Board issue.

- 4.4 TEAM ADMINISTRATOR. Interagency Team Administrators will have the following responsibilities:
 - 4.4.1. Exercise management rights with regard to appointment, term limits and removal of members from the Team;
 - 4.4.2. Attend User Board Meetings, participate in User Board discussions and report on team activities and management functions;
 - 4.4.2. Establishment of operational guidelines consistent with the policies and procedures for each participating agency;
 - 4.4.3. Establish team activities and operations;
 - 4.4.4. Evaluate team activities and supervise members;
 - 4.4.5. Long range planning, preparation of budget recommendations and allocation of budgeted resources to meet members, equipment, and team activities needs; and
 - 4.4.6. Reporting to the User Board on team activities and management functions as outlined in this section

- 4.5 TEAM SUPERVISOR. Supervisory responsibilities for the Team Supervisor will be outlined in the Interagency Team's operational guidelines which will include (at a minimum) the following:
 - 4.5.1. Plan and manage operational activities of the Team;
 - 4.5.2. Direct team day-to-day activities including:
 - 4.5.2.A. Assignment of investigations and other tasks to team members;
 - 4.5.2.B. Scheduling members for team activities, including those which may result in overtime eligibility under applicable member rules and collective bargaining agreements;
 - 4.5.2.C. Review and approval of investigative reports;
 - 4.5.2.D. Review of personnel performance and making recommendations/observations concerning supervisory issues to appropriate participating agency supervisory and command staff;
 - 4.5.2.E. Serve as a liaison with other law enforcement agencies;
 - 4.5.2.F. Present quarterly reports to the User Board on team activities; and
 - 4.5.2.G. Present bi-annual reports to the LEC on team activities

- 4.6 TEAM MEMBERS. Team members remain subject to the internal policies and procedures of their respective agencies for all matters not directly related to team performance and activities.

- 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 RECRUITMENT TO INTERAGENCY TEAM. Each participating agency and the Team Administrator are responsible for the recruitment process. The recruitment process used by participating agencies must comply with criteria set by the Team

Administrator and participating agencies (i.e., requirements for minimum certification, term limits, years' experience, performance evaluations, etc.).

- 4.9 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 performance or discipline consistent with that agency's policies and standards.
- 4.10 WAGES AND BENEFITS. All personnel costs, including wages and benefits, and incidental items of personal equipment will be the responsibility of each participating agency assigning a person to the team.
- 4.11 EQUIPMENT. Any participating agencies may assign to its participating team Member(s)' capital equipment for such times and under such restrictions as it deems appropriate. Such equipment shall not be considered a team asset but 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 member(s).
- 4.12 FUNDING. Team operations will incur certain operating expenses including but not limited to training, training site rentals, office space rental, supplies and consumables and informant compensation.

The Team Administrator shall annually, at a time consistent with requirements of the various parties' respective budgetary processes, confer and recommend to each agency's chief law enforcement officer a projected share of the operational expense for the ensuing fiscal year. The respective share shall be determined by the actual operating expense of the respective team member(s) on the team.

- 4.13 BUDGET. The Team Administrator shall create an operating budget for the Interagency Team.

Notwithstanding any other provision of this Agreement, all budget recommendations submitted must be first approved by the Finance Department of the jurisdiction and 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 purpose of this Agreement if Washington County is a signatory to an interagency team unless the User Board (if required by this agreement) or Team Administrator affirmatively decides the Finance Department of another participating jurisdiction is to serve as Fiscal Agent. The Finance Department of any participating jurisdiction serving 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 maintained in a separate account in accordance with generally accepted accounting principles for government agencies (as per section 4.15) with spending authority will be the responsibility of the User Board.
- 4.16 ANNUAL FISCAL INTERNAL REVIEW. The Team Administrator will ensure an annual audit is conducted of equipment and expenditures including confidential funds and the record keeping of the team and assure expenditures are in accordance with legal and contractual obligations, and also that receipts and

disbursements are documented and accounted for in accordance with generally acceptable accounting practices for government agencies. The results of the audit will be presented to the User Board or the law enforcement executives with participating members for review upon its completion. Costs of the fiscal internal review will be the responsibility of the Fiscal Agent (as per section 4.15).

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 18.242.

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 wishing to create a full time or an on-call collateral assignment Interagency Team shall present the proposal at the Law Enforcement Council (LEC). If other chief law enforcement executive officers agree to create the team, an agreement shall be drafted incorporating the required provisions and definitions of this Agreement therein as well as specific provisions setting out the purposes, functions, procedure and role of the proposed 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 interested jurisdictions.

6. ADDITIONAL PARTIES

Any Oregon or Federal law enforcement agency, not a party to this Agreement when it first becomes effective, may become a party thereto by signing the Agreement with the authority of its governing body and approval of the current User Board. Upon the signing of the Agreement by the additional party, the Agreement becomes binding among all the parties that have signed.

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 providing 30 days prior 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 of the entire Agreement or any other provision contained within.

9. CAPTIONS

Captions and headings 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 remaining provisions, terms or requirements of this Agreement.

11. AMENDMENTS

Only written instruments authorized by the governing body of each participating jurisdiction may amend or otherwise alter this Agreement.

12. SIGNATORY AUTHORITY TO ENTER INTO AGREEMENT

Each person signing this Agreement hereby represents to all other signatories 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 show below each signature.

City of Beaverton

City of Cornelius

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

City of Forest Grove

Signature

Printed Name

Title

Date

City of Hillsboro

Signature

Printed Name

Title

Date

City of King City

Signature

Printed Name

Title

Date

City of Tualatin

Signature

Printed Name

Title

Date

City of North Plains

Signature

Printed Name

Title

Date

City of Sherwood

Signature

Printed Name

Title

Date

City of Tigard

Signature

Printed Name

Title

Date

Washington County

Signature

Printed Name

Title

Date