



CITY OF TROUTDALE

"Gateway to the Columbia River Gorge"

AGENDA

CITY COUNCIL – WORK SESSION

Troutdale Police Facility – Community Room
234 SW Kendall Court
Troutdale, OR 97060-2078

Tuesday, March 3, 2015 – 7:00pm

Mayor

Doug Daoust

City Council

David Ripma

Eric Anderson

Larry Morgan

Glenn White

Rich Allen

John Wilson

City Manager

Craig Ward

1. Roll Call
2. Discussion: An Intergovernmental Agreement for Contracted Law Enforcement Services from Multnomah County Sheriff's Office (MCSO).
Erich Mueller, Finance Director
3. Adjourn

Doug Daoust, Mayor

Dated: 2/24/15

Further information and copies of agenda packets are available at: Troutdale City Hall, 219 E. Historic Columbia River Hwy. Monday through Friday, 8:00 a.m. - 5:00 p.m.; On our Web Page www.troutdaleoregon.gov or call Debbie Stickney, City Recorder at 503-674-7237.

The meeting location is wheelchair accessible. A request for an interpreter for the hearing impaired or for other accommodations for persons with disabilities should be made at least 48 hours before the meeting to: Debbie Stickney, City Recorder 503-674-7237.



CITY OF TROUTDALE



STAFF REPORT

SUBJECT / ISSUE: Review of the Intergovernmental Agreement (IGA) for Contracted Law Enforcement Services provided by the Multnomah County Sheriff's Office (MCSO).

<p>MEETING TYPE: City Council Work Session</p>	<p>MEETING DATE: March 3, 2015 STAFF MEMBER: Erich Mueller DEPARTMENT: Finance</p>
<p>ACTION REQUIRED Information/Discussion</p> <p>PUBLIC HEARING No</p>	<p>ADVISORY COMMITTEE/COMMISSION RECOMMENDATION: Not Applicable</p> <p><u>Comments:</u></p>

STAFF RECOMMENDATION: Support the proposed IGA for MCSO Services.

EXHIBITS: A: Intergovernmental Agreement (IGA) final
 B: Summary of Lease Terms

Subject / Issue Relates To:

- Council Goals
 Legislative
 Other

Issue / Council Decision & Discussion Points:

- ◆ City choosing to contract for specified services, *not* a takeover by the service provider.
- ◆ Significant cost savings by elimination of duplication and through efficiencies of scale and specialization.
- ◆ Improved level of public safety services delivered and broadened scope of capabilities.
- ◆ Access to expanded professional law enforcement personnel and wider career opportunities for staff.

Reviewed and Approved by ^{Acting} City Manager: 

- ◆ Progress in supporting Council goals to improve and support livability in Troutdale, to promote fiscal solvency, improve fiscal prioritization, enhance budget accountability, and improve employee morale.

BACKGROUND:

Why is the City considering contracting for law enforcement services from the MCSO?

Significant budget constraints, the City is unable to fund Police operations beyond the current minimal level. The City is faced with increasing costs and constrained revenue growth, and has been operating at a deficit for the past several years, spending down reserves. There are simply insufficient resources to fund existing City services and the increased costs for Police, Fire, PERS, and health care, without significant employee layoffs.

At the Council work sessions of April 1, and May 6, 2014 the Sheriff and Chief Anderson presented the concept for the City choosing to contract with the MCSO to provide law enforcement services in Troutdale. Prior to presenting the concept to the City Council, the Sheriff and Chief Anderson developed a concept proposal which:

- Provided significant financial benefits
- Provided enhanced police services
- Could achieve community and employee support
- Supports City Council and MCSO goals
- Maintains Troutdale identity and significant local control

The proposal was crafted to be a Win for the City & taxpayers, a Win for the Officers, and a Win for the Sheriff.

On May 13, 2014 the Council adopted Resolution #2247 to move from the "concept" to authorizing the negotiation of an Intergovernmental Agreement (IGA) for contracted law enforcement services to be provided by the Multnomah County Sheriff's Office (MCSO).

After a summer pause, the negotiations began in the fall of 2014. The MCSO brought several other County departments into the process which included the Chair's Office, Budget, Admin, Legal, Facilities, Fleet, Risk Management, HR and Labor Relations. The concept assumptions were refined and costs quantified.

Current Status:

The finalized IGA text is attached as Exhibit A, which achieves the above objectives for the Chief and Sheriff. While the numbers specific have changed during the refinement and negotiation process, the relative magnitude of potential savings remains significant. For annual ongoing Police operations, excluding the first year implementation transition costs, the MCSO Services Contract option is estimated to be approximately \$1.1 million less costly than continuing the existing City department.

Overall Cost Assumptions:

The concept cost numbers were further refined to account for the allocation of the overall operational costs into the contract for law enforcement services. Costs are either services as "**City Contract Costs**" or a few items which remain as "**City Retained Costs.**"

Base for comparison, the estimated FY 2015-16 Costs based on labor negotiations for existing staffing levels:

\$3,817,738 for Personnel Services,
\$985,332 of Materials and Services, and
\$155,055 for Capital Outlay,
\$4,958,125 Total Expenditures – *preliminary cost*
-\$476,442 Reduction for cost recoveries from SRO, EMGET, Tri-Met, etc...
\$4,481,683 as the net "City Cost" to the General Fund for FY 2015-16

City Cost with MCSO Contract Next FY 2015-16

\$ 2,826,656 MCSO Services Contract Fee
\$540,000 "City Retained Costs" (*see below*)
\$3,366,656 City base annual cost under the MCSO contract option.

Excluding the first year implementation transition costs, the annual ongoing operations is approximately \$1.1 million (**estimated**) less costly under the MCSO Contract option

First Year ONLY implementation transition items:

\$493,000 **Estimated** Transferred employee leave bank payout ORS 236
-\$160,000 Credit for transferred Police fleet vehicles
\$3,699,659 1st Year City Cost with MCSO Contract

Including the first year implementation transition costs, \$782,000 (**estimated**) less costly under the MCSO Contract option

For a closer apples-to-apples comparison, it is important to consider that the MCSO Services Contract provides for 24/7 law enforcement patrol supervision by a Sergeant. The City has not been able to fund 24/7 supervision, which would require adding 2 Sergeants and 1 Officer. In the coming fiscal year an estimated additional \$307,000 would be necessary for the City to achieve 24/7 supervision operating on its own. Making the apples-to-apples comparison of \$3.4 million under the MCSO Services Contract to \$4.8 million cost for City on its own.

Labor Costs:

The estimated City costs in FY 2015-16 include a significant cost increase in the BOEC charges of \$70,000 and \$560,000 increase in salary and benefits based on the pending new TPOA labor contract. The wage cost increase is significant as the City is below surrounding agency wages. Several of the agencies are recruiting for lateral hires of experienced police officers. (Portland, Gresham, Clackamas County Sheriff, Oregon State Police, Port of Portland Police, etc...)

TPOA members are strongly in support of the MCSO Services Contract option. They desire both the increase in salary and benefits, but also the expanded career opportunities the MCSO can offer through specialty assignments and room for advancement, which the City due to its limited size simply cannot offer. While they enjoy their work in Troutdale, they do not wish to be forced to choose between their current City position versus what is best for their family income, medical benefits and retirement. An overwhelming majority of the current Officers have indicated they will be forced to leave their City position if the MCSO Services Contract option is not implemented.

City Retained Costs:

The estimated amount of the "City Cost **with** MCSO Contract", is where the contract fee would be the largest cost item, but **would not be** the only cost remaining in the Police budget. These other items are captured as City Retained Costs. These are a variety of retained costs for items which the MCSO would not be providing services or otherwise remain the City's responsibility. The largest cost being the BOEC dispatch costs which are charged based on jurisdiction population. The personnel services and materials and services cost associated with our 0.5 FTE Code Enforcement Officer are also retained costs. We have also assumed the City would still fund the AMR Summer beach coverage program.

City Retained Costs:

\$450,000	BOEC dispatch charges
\$37,000	Code Enforcement Officer – personnel and materials
\$12,000	equipment lease & maintenance fees
\$31,000	Arbitrator video system final lease payment & maintenance
\$10,000	AMR Summer beach coverage program
<u>\$540,000</u>	

What about the building?

Troutdale Community Police Facility

The building is necessary for the delivery of law enforcement services to our community. The facility is a long term City asset for which the voters provided long term financing. The facility is an important part of the changed circumstances which makes the potential service consolidation more feasible by enabling the Sheriff to shift his patrol hub into East County which allows for cost saving operational efficiencies by being closer to service delivery areas.

The Troutdale Community Police Facility would remain a City owned asset as it houses the City Attorney/Legal Department offices, the main server network and telecommunication data center for the City, and the community room. Should the law enforcement services contract end at some point in the future, the City would still have the facility to operate its own Police Department again.

Negotiation of a lease of the Troutdale Police Facility by the County for use by the MCSO as their Patrol Division base began in February and is nearing completion. Attached as Exhibit B is the lease summary. The expected gross lease revenue would be greater than \$200,000 annually, some of which would be consumed by building utilities, maintenance and operations; Landlord expenses.

SUMMARY:

The proposed service consolidation would provide Troutdale both significant cost savings as well as a great value for our money by providing the many expanded capabilities of MCSO being directly available to the City. The proposal provides a Win for the City & taxpayers, a Win for the Officers, and a Win for the Sheriff.

Neither course of action is risk free. The City can choose to contract and accept some risk that things don't work out as completely hoped. Or the City can decline the opportunity and risk disappointment and accept the continual liability risk of a failure to supervise tort claim, as well and the continuing decline in the city's financial condition.

PROS & CONS:

- A.** Approve the MCSO Services Contract obtaining the City significant cost savings and law enforcement service improvements.
- B.** Not adopt resolution, rejecting significant cost savings and service benefits and ignoring the opportunity to arrest the continued fiscal deterioration of the General Fund.

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Supplementary Reference:

Employee Transfers:

There are 28.5 budgeted FTE in the Police Department, the Evidence Tech duties are currently being performed by a patrol officer. Also the model assumes the 0.5 FTE of the Code Enforcement Officer would remain with the City initially.

All 28 positions would be transferred to the MCSO. The City would pay under the contract for services of 16.5 positions, a Captain, Sergeants, Deputies, Detectives, Admin Staff, Records Technician, and a 0.50 for Summer Beach Patrol. The City would assign the IGA participation for the SRO positions, the Tri-Met Officer and the EMGET Officer to the MCSO. The MCSO would add the detectives to the existing unit, and the records staff and patrol officers would fill other existing budgeted vacancies.

The cost of the existing service levels and configuration of the Police department is compared to an enhanced level of services and capabilities proposed under the MCSO. The basis of *"getting more service for less cost"* benefit expectation.

Other Benefits / Efficiencies from Increased Size and Scale:

Expanded Records Window access for the Public. Currently only 40 hours per week, 173 hours per month. Once records consolidation can be implemented there will be 24/7 window access representing an additional 557 hours of Public Access per month. This also improves the efficiency and effectiveness for patrol officers by not requiring them to return to the station from an incident scene to look up information in order to clear the call. They would be able to obtain the records information over the radio as they currently are able to do only during the day shift five days per week Monday through Friday.

Absorbing Property and Evidence custody activities which currently divert approximately 0.5 of a Patrol Officer position to maintain minimum basic custody requirements.

And additional service enhancements as the Chief reviewed at previous work sessions:

- FULL Supervision (24/7)
- Patrol (FULL staffing)
- Investigations (Full-Service)
- Full-Service Records (24/7) Staffing
- Dedicated Training Unit
- Full-Service Property Control

- Dedicated River Patrol Unit
- SWAT (Enhanced Staffing)
- MCT – Major Crimes Team (Enhanced Staffing)
- VCT – Vehicle Crash Team (Enhanced Staffing)
- HNT – Hostage Negotiation (Enhanced Staffing)
- Reserve Program (Enhanced Staffing)
- Program Management (Enhanced Efficiency)
- Crime Analysis (Full Service)

Additional Secured Services and Benefits as the Sheriff reviewed at the prior work sessions:

- Traffic Enforcement
- Motor Unit
- Drug Lab/HazMat Mitigation
- River Patrol
 - Dive Team
 - Swift Water Rescue
- SAR – Search & Rescue
- K-9 (Drug and Tracking)
- Investigative Services
 - Intercept Unit
 - Elder Abuse
 - Child Abuse
 - DVERT (Domestic Violence)
 - Human Trafficking
 - Waste Management enforcement
- WST –Warrant Strike Team
- Community Resource Officer
- Forest Service Lands Enforcement
- Citizens Academy
- Citizens Patrol
- Inmate Work Crew
- Special Events Management
- East County Booking Facility

Additional savings that the Sheriff expects MCSO to achieve from the service consolidation through efficiencies from Increased Size and Scale:

- Services
- Training
- Academy Costs
- Overtime

- Equipment
- Fleet
- Fuel
- Maintenance

Savings in these areas results from the MCSO being able to function more efficiently and effectively through the utilization of existing unused capacity while absorbing our staff and operations into the budgeted vacancies.

Prior work session amounts **Current year**, Approved FY 2014-15 Budget for existing, "no change" operations:

\$3,260,000 for Personnel Services,
\$870,000 of Materials and Services, and
\$151,000 for Capital Outlay,
\$4,281,000 Total Expenditures – *preliminary cost*
-\$414,000 Reduction for cost recoveries from SRO, EMGET, Tri-Met, etc...
\$3,867,000 as the net "City Cost" to the General Fund

**INTERGOVERNMENTAL AGREEMENT BETWEEN MULTNOMAH COUNTY
OREGON AND CITY OF TROUTDALE OREGON FOR CONTRACT LAW
ENFORCEMENT SERVICES**

This Agreement is entered into by the City of Troutdale, a home-rule municipal corporation of the State of Oregon (hereinafter City), and Multnomah County, a home-rule county and political subdivision of the State of Oregon (hereinafter County), jointly with and on behalf of the Multnomah County Sheriff's Office (hereinafter MCSO), collectively, "the parties," pursuant to the authority granted in ORS Chapter 190 and ORS 206.345.

WHEREAS, the City possesses the power, legal authority and responsibility to provide for police services within its boundaries; and

WHEREAS, the County, through the Multnomah County Sheriff, provides police services throughout the unincorporated areas of Multnomah County and contracted cities; and

WHEREAS, the County has adopted contracts to provide law enforcement services to cities, and has the legal authority to provide police services within the geographical area of the City; and

WHEREAS, the City desires to enter into an agreement with the County whereby the County, through the Sheriff, provides law enforcement services to the City and its inhabitants; and

WHEREAS, the parties agree that ORS 236.605-640 is applicable with respect to Troutdale Police Department members currently employed by City; and

WHEREAS, the County agrees to render such law enforcement services, through the Office of the Multnomah County Sheriff, under the following principles:

1. Law enforcement services provided by the County to the City should be clearly identified and articulated.

2. Services should be priced to provide reasonable and predictable, cost efficient, high-quality, appropriate law enforcement services supported by technology to meet the law enforcement goals of the City while avoiding County subsidy of City services.
3. The parties recognize that cost saving efficiencies due to economies of scale, increased depth of trained personnel, patrol hub geographic relocation, case consolidation, reduction in supervisory duplication, and other as yet unidentified consolidation benefits, cannot be precisely quantified in advance and will result to the benefit of both parties only after implementation and practical experience.
4. The City will maintain a high level of local service input such that MCSO law enforcement employees assigned to the City will strive to provide high-quality police services, cooperate with City officials to meet the goals of the City, work cooperatively with City organizations to solve City law enforcement concerns to improve the safety and welfare and establish a positive relationship with City residents and visitors.
5. City, with the input of the Sheriff, should have the flexibility to determine the level of services and to identify service priorities. Any service level changes made may result in corresponding changes in annual costs to the City.
6. This agreement provides for uniforms and police vehicles to be branded or identifiable as City of Troutdale Police to provide for continued local identity.
7. MCSO will maintain equity in the provision of law enforcement services to City and unincorporated Multnomah County residents.

NOW, THEREFORE, pursuant to ORS 190.010, and in consideration of the terms and conditions contained herein, it is mutually agreed by and between the parties as follows:

1. Recitals. The Recitals set forth above are incorporated by reference herein.
2. Effective Implementation Date. This agreement shall be effective at 12:01 a.m. Wednesday, July 1, 2015 at which time City employees transferred under this agreement shall become County employees, per the terms and conditions as agreed

to with the respective labor unions as specified in the Employee Transfer Agreements incorporated herein by Appendix E and F and subject to execution of the facility lease of section 4.6 below.

3. MCSO as an Independent Contractor. MCSO is, and shall at all times be deemed to be, an independent contractor. Nothing herein shall be construed as creating the relationship of employer and employee, or principal and agent, between City and MCSO or any of the MCSO's agents or employees. The MCSO shall retain all authority for rendition of services, standards of performance, control of personnel, and other matters incident to the performance of services by MCSO pursuant to this Agreement.

4. Law Enforcement Services. For the term of this agreement, the MCSO will operate under the philosophy of a municipal police department as to branding and will provide the police services to City as set forth in section 4.1 to 4.3 below: The police personnel assigned to City patrol districts will respond to calls for service within the City that meet or reduce the response times specified in Appendix A, and to calls outside the City in accordance with existing mutual support agreements. MCSO personnel assigned to the City will remain employees of the MCSO, and will not be considered employees or agents of the City, except as specifically provided herein.

4.1 Patrol Services. The assigned police personnel will provide police and related services within the incorporated boundaries of the City. The police services shall include the duties and law enforcement functions customarily rendered by the MCSO under the statutes of the State of Oregon and the laws and ordinances of the City. Services include:

- These services shall include two assigned armed Troutdale branded deputy sheriffs per shift, one to each of the two City patrol districts providing 24/7/365 coverage to perform police patrol functions, plus round the clock supervision provided by the on-duty patrol Sgt. MCSO will also provide a command level officer to serve as Chief of Police for City, pursuant to section 5 below.
- Reactive patrol to enforce state law and City-adopted municipal, traffic and criminal codes, and to respond to calls for service; and
- Proactive patrol to prevent and deter criminal activity, and provide other community police services as requested by the City.
- Summer season beach patrol of a minimum of 950 hours along the Sandy River within the City, with additional hours as conditions dictate.

4.2 Additional police services may include:

- Investigation services by deputies and detectives investigating such crimes as major crimes, drug offenses, fraud and such reports as missing persons, vice, and major accidents.
- Special operations services including but not limited to canine patrol, hostage negotiations, and SWAT unit.
- Supervision of the City Code Enforcement Officer.

4.3 Administrative Services. Administrative services include legal advisor, planning statistics, subpoena control, records, training, evidence control, accounting, payroll, personnel, media relations, purchasing, inspections and internal investigations, and other services provided by the MCSO or by other County departments in support of the MCSO. If the City has municipal criminal and traffic codes, City must provide legal counsel relating to enforcement and prosecution of those codes. The legal services of the Multnomah County Attorney's Office provided under this agreement do not include enforcement of municipal criminal and traffic codes or prosecutions arising hereunder, nor any legal advice directly to the City.

4.4 Stabilization of Personnel. The MCSO will coordinate transfers to minimize the time positions are vacant, as well as the impact of vacancies to City. Notwithstanding the MCSO's exclusive authority to assign deputies, when operationally feasible and consistent with the County's obligations under the relevant collective bargaining agreement (CBA) and ORS 236.620(1)(d), MCSO will seek to maintain available transferred City officers in their previous principal assigned district until at least January 2016,.

4.5 Asset seizure. The MCSO shall be the seizing agency and the COUNTY shall be the forfeiting agency for purposes of state and federal criminal or civil asset forfeiture for property seized by the MCSO within the City. Subject to State and Federal requirements, upon implementation the City shall transfer any remaining seizure funds to the MCSO.

4.6 City Facility. The MCSO shall deliver the patrol services of section 4.1 from the City of Troutdale Community Police Facility (City Facility). This agreement shall become effective subject to the concurrent execution of the facility lease between the County and City for the MCSO use of the City

Facility. Further the MCSO intends to have its Patrol Division base of operation housed at the City Facility.

5. City Identity, Accessibility, Reporting and Responsiveness. The MCSO will strive to provide high-quality police services, cooperate with City officials to meet the goals of the City, work cooperatively with City organizations to maintain and improve the safety, welfare and positive police identity and relationship with the community.
- City shall have city police branding and police vehicles that display the City's identity for personnel assigned to the City
 - MCSO shall ensure the City Chief of Police at the time of implementation shall be assigned the Chief of Police position by the MCSO and shall serve in that position for a minimum of six months and, shall remain accessible and responsive to the City.
 - MCSO will provide the Chief, or his designee, at City Council meetings upon request to orally inform the Council of service demands and any identified areas of concern.
 - City will have the flexibility to determine the level of law enforcement services and to identify service priorities;
 - MCSO will consult with the City Manager, prior to assigning or reassigning the Chief of Police responsible to perform the services to the City. MCSO will take into account input and suggestions from the City Manager when assigning or reassigning the Chief of Police position.
 - The MCSO shall provide to the City a monthly report that includes summary reports on criminal occurrences, a synopsis of enforcement, other activities related to community policing, in a similar form as the sample law enforcement activity reports appended to this agreement as Appendix A, tailored to address City's informational needs.
 - The Chief of Police shall function as a department head within the City and is expected to conduct him or herself in a manner that supports and maintains trust of the City.
 - At the direction of the City Manager and as needed, the Chief of Police, or designee, shall attend and participate in the City Management Team meetings, and council meetings, and official functions, celebrations, and commissions. As requested by the City Manager and as needed, the Chief of Police will also represent the City police department at community meetings and functions.

- The Chief of Police is the City's Director of Police Services and represents the Manager of the City for all law enforcement matters in the community. This may include working with other relevant City departments and or other public agencies (e.g. courts, schools, etc.) on behalf of the City.
- The MCSO views the Contract Cities as customers and will maintain a customer service orientation to managing the contracts.

6. Service Costs. City shall pay County \$2,826,656.00 for the provision of police services during the first year of this agreement. Payments shall be made on a quarterly basis as detailed in section 6.7. Service payments for subsequent years under the agreement will vary according to service level adjustments, if any, and the cost escalator provisions of section 6.9. City further agrees to facilitate the transfer and assignment of certain service contracts and intergovernmental agreements it currently holds for the provision of police services to other entities and public bodies, as contemplated in Appendix D of this agreement.

6.1 "One time Only" Costs Certain "one time only" costs for the purchase by County of City Patrol vehicles, and payment by City to County for retained sick leave hours of transferred employees will be under the terms and conditions set forth in Appendix D.

6.2 Discretionary Overtime. If requested, MCSO may provide additional deputies to perform operational overtime for special events or unusual occurrences within City. Overtime, when requested in these categories, will be billable at the actual overtime rate of the deputy(s) on duty. Responses to events listed below are treated as if the event were occurring in any other jurisdiction, with the responsibility falling on that jurisdiction.

6.3 Disaster or Unusual Occurrence Overtime. If the City experiences a disaster or unusual occurrence that is confined within its boundaries and officer overtime is requested by the City to stabilize the situation, the actual overtime expenditures will be billed only if disaster relief reimbursement funds are not approved. Examples of this include, but are not limited to, a plane crash or riot.

- 6.4 Declared Emergency Overtime. In the case of a county, state, or national declared disaster for which overtime is required to manage the event, the overtime expense will be billed to the appropriate agency (e.g., FEMA). If reimbursement for overtime is not granted, the City may be responsible for the direct overtime expense of additional deputies performing duties within City, as negotiated under then-existing mutual aid agreements.
- 6.5 Tracking Overtime. The MCSO will track the costs of any overtime incurred by the assigned deputy that is related to his/her assignment to the City's service area. The City agrees to reimburse the MCSO for the actual cost of any City-related overtime incurred by the assigned deputy and approved by the City Manager. The City Manager will work with the MCSO contracted Chief of Police to manage and oversee the performance of the agreement by creating written guidelines as to what routine overtime is acceptable. The City Manager will be responsible for approving all non-routine overtime.
- 6.6 Reports. City will receive a report monthly that will include current and year-to-date expenditures for any costs which are in addition to the based contracted costs.
- 6.7 Billing. The agreement amount quoted by the MCSO and set forth in section 6 shall be billed quarterly in 4 equal amounts. Payments shall be due within 30 days after invoicing by the MCSO. Payments shall be sent to :
- ATTN: Fiscal Unit
Multnomah County Sheriff's Office
501 SE Hawthorne, Suite 350
Portland, OR 97214
- 6.8 Limit on Annual Growth for Agreement Cost Escalator. The maximum annual percent cost increase charged to the City shall be limited to the cost of living percent increase provided to the Multnomah County Deputy Sheriff's Association membership applied to the total agreement base cost from the prior year. The City hereby agrees to pay for Discretionary Overtime expenses separately as provided herein.

7. Annual Evaluation of Staffing and Service Levels. The level and type of City services and the number of positions assigned to those services shall be determined annually by the City after evaluating available resources and consulting with the Multnomah County Sheriff or his/her designee. The annual number of positions assigned to the City will remain constant, unless the above section 4 services are modified by written agreement of the parties. Any changes to the service level may result in a corresponding change to the annual cost to the City.

8. Annual Revisions to this Agreement. By January 1st, or the first working day thereafter, the MCSO shall provide the City with an estimate of the subsequent fiscal year's costs and service data. By February 1st, or the first working day thereafter, the City shall notify the MCSO of any changes in service levels for the subsequent year. If the City proposes a change to service levels, then by March 1st, or the first working day thereafter, the MCSO shall provide the City with the estimated agreement amount for the subsequent year based on the changes in service requested by City.

9. Decision and Policy-Making Authorities. The MCSO will provide the services identified in section 4 above. The respective authorities of the City and the MCSO that make operational decisions and develop and implement policies in this regard shall be governed by the following guidelines.

9.1 Daily Operations: The City Manager will provide general direction to the MCSO contracted Chief of Police, in terms of the performance of the agreement regarding such issues as enforcement priorities and City goals, continued Police Department involvement in community events, neighborhood meetings, dedications and similar events. Deputies will be directly supervised by, at minimum, the on duty MCSO Patrol Sergeant.

9.2 Special Orders, Policies and Procedures: All deputies assigned to assist the City will remain subject to all MCSO policies, procedures, and special orders.

10. Control of Personnel and Equipment. The MCSO is acting hereunder as an independent contractor so that:

10.1 Control of Personnel. Control of personnel, standards of performance, discipline and all other aspects of performance shall be governed entirely

by the MCSO. Allegations of misconduct shall be investigated in accordance with MCSO policy.

10.2 Liabilities. The MCSO shall be responsible for the salary, wages, benefits and any other compensation, including Workers Compensation benefits for MCSO deputies assigned to perform services under this Agreement.

11. Citing Municipal Violations. MCSO deputies assigned to the City shall cite violations of municipal ordinances and traffic violations into the City's municipal court. Revenue from citations shall be credited to the City as if the deputies were employees of the City. MCSO deputies will cite all other citations, misdemeanor and felony charges into either the City's municipal court or the Multnomah County Circuit Court, as directed by their supervisor. To the extent possible under state law, revenue from criminal charges cited into Circuit Court shall be credited to the City as if the deputy was a City police officer.

12. MCSO Provides Personnel. The MCSO shall furnish all personnel deemed by the MCSO as necessary to provide the level of law enforcement service herein described.

12.1 Training. The MCSO shall determine and be solely responsible for all annual training requirements that may include semi-annual firearms training, annual emergency vehicle operations and pursuit intervention techniques, hazardous materials response, first aid and cardio-pulmonary resuscitation, and other in-service training.

12.2 Non-discrimination. County and the City certify that they are Equal Opportunity Employers. Each party shall comply with all applicable federal, state and local laws, as well as rules and regulations on discrimination because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, sexual orientation or handicap.

13. MCSO Provides Equipment. The MCSO shall furnish such resources and equipment deemed by the MCSO as necessary to provide the level of law enforcement service herein described. The type and minimum amount of equipment and resources for law enforcement officers shall be provided by MCSO policy. The City may provide additional equipment and resources beyond the minimum, with the concurrence of the Sheriff.

- 13.1 Computers and E-mail. The MCSO will provide access to a computer, an e-mail ID, appropriate software, training and support to all MCSO employees assigned to the City. All MCSO employees will maintain their County e-mail ID. Multnomah County Information Services will provide support for county-issued equipment.
- 13.2 Cell Phones. MCSO will provide the deputies assigned to City patrol with cell phones.
- 13.3 Radios. The MCSO shall provide 800 MHz radios to all deputies assigned to City patrol. Deputies assigned to the City will be dispatched and use MCSO radio channels.
- 13.4 Patrol Vehicles. The MCSO will provide patrol vehicles to deputies assigned to City. City will be charged for the use of those vehicles as included in the service cost set forth in section 6. The patrol vehicles will have City of Troutdale approved markings.
- 13.5 Uniforms. The MCSO will provide uniforms for all deputies assigned to City patrol duties. The uniforms will include the branding image approved by the City of Troutdale as an addition to the MCSO standard uniform. The brand, color and design of the standard MCSO uniform will be at the sole discretion of the Sheriff. When operationally feasible, and consistent with ordinary uniform wear and tear replacement, MCSO will seek to maintain available transferred City officers serving in City patrol districts to continue to serve in their previous City uniforms until January 2016.
14. MCSO Publishes News Releases. The MCSO contracted Chief of Police will coordinate with City officials on major incidents within the City, will provide City officials with timely reports about the status of major incidents, and will issue press releases, as necessary, regarding police activity in the City. City officials will not provide interviews or statements to the press without first consulting with the Sheriff or his designee prior to discussing a major police incident with the press or public.
15. City Responsibilities. In support of the MCSO providing police services, the City promises the following:

15.1 Municipal Police Authority. The City promises to confer municipal police authority on such MCSO police personnel as might be engaged hereunder in enforcing City ordinances within City boundaries, for the purposes of carrying out this Agreement. When MCSO officers are engaged in enforcement of municipal ordinances, City agrees that to the extent required by section 16 the officers shall be considered agents of the City, and City shall be responsible for the officer's act of enforcing the ordinance, but MCSO shall remain liable for the officer's conduct in regard to the manner of enforcement. To illustrate the intent of this provision, if an officer assigned to City is sued for enforcement of a City ordinance because the ordinance is alleged to be unconstitutional, the City would be liable for defending the claim and the officer. If the officer was alleged to use excessive force while enforcing a City ordinance, that claim would arise from the manner of enforcement, and County would be liable for defending that claim and the actions of the officer. In the event that a claim involves an allegation of excessive force while enforcing an unconstitutional ordinance, the County would be liable for defending against the excessive force claim and paying any judgments arising from that claim, and the City would be liable for defending the allegation of an unconstitutional ordinance and paying any judgments arising from that claim.

15.2 Special Supplies. The City promises to supply at its own cost and expense any special supplies, citations, stationary, notices, forms, and the like, where such must be issued in the name of City.

15.3 BOEC Charges. The City agrees to perform contractual agreements and pay costs for police dispatch and emergency and non-emergency call taking for the City, provided by the Bureau of Emergency Communications (BOEC), City of Portland.

15.4 MCSO Employees. The City agrees that all matters incident to the performance of the services described herein, including standards of performance and supervision and discipline of assigned personnel, shall be and remain the responsibility of the MCSO. The City further agrees 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 the MCSO. Scheduling, payment of salary, benefits and all other employee rights shall be in compliance with the County collective bargaining agreements and the County personnel rules, and shall govern all labor disputes arising out of this Agreement.

15.5 MCSO Enforcement Authority The City agrees that ORS 206.345(2), which states, "During the existence of the contract, the Sheriff and the deputies of the sheriff shall exercise such authority as may be vested in them by terms of the contract, including full power and authority to arrest for violation of all duly enacted ordinances of the contracting city," shall prevail and both parties shall perform accordingly. Pursuant to ORS 190.010, the MCSO shall also have the authority to enforce civil infractions pursuant to the City's Municipal Code. .

16. Indemnification.

16.1 Intent. It is the intent of this Agreement that the City and MCSO each are responsible for their own actions or the actions they direct or control. If a suit or action results from the policy, direction, act or omission of a party, that party shall defend and indemnify the other party as provided below.

16.2 County Held Harmless. Subject to the limits of the Oregon Tort Claims Act and the Oregon constitution, the City shall indemnify and hold harmless the County and its officers, agents, and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of any act or omission of the City, its officers, agents, and employees, or any of them relating to or arising out of performing services pursuant to this Agreement. In the event that any suit based upon such a claim, action, loss, or damages is brought against the County, the City shall defend the same at its sole cost and expense; provided that the County reserves the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment be rendered against the County, and its officers, agents, and employees, or any of them, or jointly against the County and the City and their respective officers, agents, and employees, or any of them, the City shall satisfy the same. City shall secure and maintain throughout the terms of this agreement comprehensive liability

insurance in the amount of two million dollars (\$2,000,000) for City, its officers, employees and agents and naming Multnomah County as an additional insured. City agrees to fully indemnify and defend Multnomah County, its officers, employees and assigns against any action, suit or proceeding currently pending against the City, any city officer, employee or agent, specifically including any City police officer, provided however that this provision shall not apply to any cases where County or County employees or deputies are named in the action as a result of their own acts or omissions. City further agrees to fully indemnify and defend County for any action, proceeding (including any Unfair Labor Practice) brought by City, any current or former City employee, or any labor association that represents any current or former City employee, which arises from or relates to the transfer of City police department employees to Multnomah County, or from the transfer of employees back to the City of Troutdale in the event this agreement is terminated, provided that such duty shall cease to exist to the extent any such action or proceeding arises out of an act or omission by the County taken without consultation and consent from the City. City further agrees to fully indemnify and defend Multnomah County for any action brought against Multnomah County or any current Troutdale police department employee that relates to conduct related to or occurring while employed as a City of Troutdale officer or employee – it is the intent of this provision that the City remain responsible for any civil action or proceeding (such as a use of force lawsuit) against an officer or employee who is currently a City of Troutdale employee if the incident giving rise to the action occurred prior to the person(s) being transferred to Multnomah County pursuant to this intergovernmental agreement.

16.3 City Held Harmless. Subject to the limits of the Oregon Tort Claims Act and the Oregon constitution, the County shall indemnify and hold harmless the City and its officers, agents, and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of any act or omission of the County, its officers, agents, and employees, or any of them relating to or arising out of performing services pursuant to this agreement. In the event that any such suit based upon such a claim, action, loss, or damages is brought against the City, the County shall defend the same at its sole cost and expense; provided that the City reserves the right to participate in said suit if any principle of governmental or public law is

involved; and if final judgment in said suit be rendered against the City, and its officers, agents, and employees, or any of them, or jointly against the City and the County and their respective officers, agents, and employees, or any of them, the County shall satisfy the same. County is self-insured and maintains excess coverage for amounts over one million dollars. County shall maintain excess coverage in an amount of at least one million dollars (\$1,000,000) and name City as an additional insured.

16.4 Liability Related to City Ordinances, Policies, Rules and Regulations. In executing this Agreement, County does not assume liability or responsibility for, or in any way release the City from any liability or responsibility which arises in whole, or in part, from the existence or effect of City ordinances, policies, customs, rules or regulations, whether written or unwritten. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such City ordinance, policy, custom, rule or regulation is at issue, the City shall defend the enforceability and/or validity of any such City ordinance, policy, custom, rule or regulation at its sole expense and, if judgment is entered or damages are awarded against the City, the County, or an individual officer assigned to the City due to the enforceability and/or validity of any such City ordinance, policy, custom, rule or regulation, the City shall satisfy the same, including all chargeable costs and reasonable attorney fees. If a claim, suit, administrative proceeding or action determines that a City policy or ordinance is unconstitutional and / or violates a person's rights, City shall indemnify County and any involved individual officer for damages attributable to the policy or ordinance being unconstitutional and/or a violation of a person's rights. The City's defense and indemnification of an individual officer pursuant to this section shall be in accordance with ORS 30.285. As set forth in this section, the City shall be liable for the defense and indemnity of claims that allege municipal liability as a result of a City ordinance, policy, custom, rule or regulation, and nothing in this section is intended to override the provisions of 16.2 and 16.3 that make each party liable for its own actions.

17. Termination Process. This Agreement is conditioned upon the faithful performance by both parties of the terms and provisions hereof, which are to be kept and performed. Either party may initiate a process to terminate this agreement as follows:

17.1 Notice of Termination. The City may choose at some future time to provide law enforcement services other than through the MCSO. Similarly, the MCSO may choose at some future time not to provide law enforcement services to the City. If either party wishes to terminate this agreement, they shall provide the other party with a 45-day written notice of intent to terminate the Agreement. Upon receipt of the written notice of intent, the City Manager, the Sheriff, and the Chair of the County Board of Commissioners or the Chair's designee shall hold a meeting, the purpose of which will be to understand the notice of intent including background of the reasons(s), and a review of alternatives and impacts, among other matters.

17.2 Written Notice. After the 45-day period has run, the party desiring to terminate the agreement shall provide at least 24 months written notice to the other party, unless the parties agree upon a shorter time frame.

17.3 Transition Plan. Within 60 days of the receipt of such written termination notice, the parties shall commence work on a plan to provide for an orderly transition of responsibilities from the County to the City. The planning method should proceed along the lines of a project management approach to facilitate the joint planning process by the City and the County. The overarching goal of the transition plan will be to ensure there is no disruption in service to the community as the service provider changes. This plan would include desired outcomes, project phases (including a preliminary transition plan development) and timelines, and project roles and responsibilities. Each party shall bear its respective costs in developing the transition plan and each will work cooperatively with the other party in the coordination of efforts. The transition plan shall identify and address the continuity of professional and quality police services before, during and through the transition period. The transition plan shall also identify and address any personnel, capital equipment, workload and any other issues related to the transition.

17.4 Failure to Pay, Interest Charge, and Termination. In the event the City fails to make a monthly payment within 45 days of an undisputed billing, the MCSO may charge an interest rate no more than two percentage points above the interest rate on the monthly MCSO investment earnings. Billings

that are in accordance with the terms of section 6 of this agreement are presumed to be valid and undisputed. In addition, in the event the City fails to make a monthly payment within 90 days of an undisputed billing, or fails to pay a disputed portion of a bill within 90 days of resolution on the disputed amount, the County may terminate this Agreement with 60 days advance written notice. If termination is for non-payment under this section, sections 17.1 through 17.3 shall not apply.

17.5 Payment of Costs Upon Termination. Upon termination of this Agreement between the City and County, the City is obligated to pay all incurred service costs and, past due payments including accrued interest, and other costs by the termination date.

17.5.1 The MCSO will not charge interest on any disputed portion of a bill so long as the City pays the non-disputed portion of the bill within the 90-day time frame outlined in 17.4 above.

17.5.2 In the event of termination, City will receive all equipment, material, uniforms and supplies transferred to County at commencement of agreement. Equipment and materials in excess of \$1,000 (excluding patrol vehicles) acquired during the term of this agreement will be cataloged and tracked by County, and transferred to City upon termination. City may purchase patrol vehicles from County at a number and price to be determined at the time of termination.

17.5.3 Upon the termination of this agreement for any reason, if any employee transferred to Multnomah County from City is still employed by Multnomah County, that employee may elect to be transferred back to City as provided in ORS 236.640 provided that the duties of the employee are assumed by the City. County shall liquidate any accrued compensatory time of transferred employees and shall pay to City a sum to reimburse City for all accrued time retained by transferred employees pursuant to ORS 236.610.

18. Non-Appropriations. In the event that the City Council reduces, changes, eliminates or otherwise modifies the funding for this agreement, then City may terminate this

agreement, in whole or in part, effective upon delivery of written notice to County, or at such later date as established by City.

19. Transfer of Employees. Pursuant to ORS 236.610, current City employees will be transferred to County. City will provide all employment records for each employee pursuant to ORS 236.610(6). Seniority of transferred employees will be in accordance with ORS 236.620(1)(c). Any transferred employee who remains employed with MCSO until this agreement is terminated shall be eligible for and elect to be reinstated by City to their previous position, pursuant to ORS 236.640. Transfer of City employees shall be implemented as described in Appendix E and F.
20. PERS Liability. Both parties are existing PERS employers and therefore ORS 238.231 does not apply and further pursuant to ORS 236.610(7) and acknowledge that there shall be no unfunded liability or surplus paid or credited to or by the other party for the employee transfers, and pursuant to ORS 236.620(1)(b) transferred employees shall continue their existing PERS status.
21. Accrued Time of Transferred Employees. Pursuant to ORS 236.610(3), City employees transferred to MCSO may elect to retain any accrued sick leave, and retain hours of vacation leave as elected. City is responsible for liquidating any accrued compensatory time of employees being transferred to County. Payment to transferring City employees and transfer of leave hours shall be implemented as described in Appendix E and F. For leave hours that transferred employees elect to retain, City shall pay to County a sum equal to the number of hours of accrued leave times the employee's hourly rate of pay and this sum shall be paid by City within 30 days of transfer, and final leave hours reconciliation and shall be implemented as described in Appendix D.
22. Purchase of Equipment. City agrees to sell County eight police vehicles from its current fleet, which are identified in Appendix C and D to this agreement for the sum of \$160,000. This amount will be paid to City within 30 days of the implementation date. Title, ownership and all insurance liability shall transfer to the County at 12:01 A.M. of the Agreement effective implementation date.
23. Duration. This Agreement is effective upon authorization and signature by both parties. The term of this agreement is from the effective implementation date in paragraph 2 above through June 30, 2025. This agreement may be renewed for an additional term upon written agreement of all parties.

24. Amendments. This Agreement may be amended at any time by mutual written agreement of the City, the Multnomah County Sheriff, and the Multnomah County Board of Commissioners.

25. Agreement Administration

25.1 Agreement Administrators. The Sheriff or designee and the City Manager, or designee shall serve as agreement administrators to review agreement performance and resolve operational problems.

25.2 Referral of Unresolved Problems. The City Manager shall refer any police service operational problem, which cannot be resolved, to the Sheriff. The Sheriff and City Manager shall meet as necessary to resolve such issues.

25.3 Agreement Dispute Issues. Agreement dispute issues involving Agreement language interpretation, cost, and other non-operational matters shall be referred to the Chair of the County Board of Commissioners or the Chair's designee, the Sheriff, and the City Manager.

25.4 Audits and Inspections. The records and documents with respect to all matters covered by this agreement shall be subject to inspection, review or audit by the County or City during the term of this Agreement and three (3) years after termination.

26. Third Party Beneficiaries. MCSO, County and City are the only parties to this agreement and are the only parties entitled to enforce its terms. Nothing in this agreement gives, or is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to any third party unless such person is individually identified by name herein and expressly described as intended beneficiaries of this agreement.

27. Written Notice. Any notice of change, termination or other communication having a material effect on this Agreement shall be upon the Sheriff for the County, and the City Manager, and either hand-delivered or by certified or registered mail, postage prepaid. Except as provided in this Agreement, it is agreed that thirty calendar days

shall constitute reasonable notice for the exercise of any right in the event that applicable law specifically requires such notice.

28. Governing Law, Venue, Attorney Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to the principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") shall be brought and conducted solely within the Multnomah County Circuit Court for the State of Oregon; provided, however that if a Claim is brought in a federal forum, it shall be brought and maintained within the United States District Court for the District of Oregon. Each party shall be responsible for its own costs and attorney fees.
29. Force Majeure. Neither County nor City shall be held responsible for delay or default caused by fire, riot, acts of God, terrorism, or acts of war where such cause was beyond reasonable control.
30. Survival. The terms, conditions, representations and all warranties contained in this Agreement shall survive the termination or expiration of this Agreement.
31. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original, each of which shall constitute one and the same instrument.
32. Warranties. The parties represent and warrant that they have the authority to enter into and perform this Agreement, and that this Agreement, when executed, shall be a valid and binding obligation enforceable in accordance with its terms.
33. Other Necessary Acts. Each Party shall execute and deliver to the others all such further instruments and documents as may be reasonably necessary to carry out this Agreement, including but not limited to assignment or transfer of participation under other existing IGA's for Tri-Met, Gang Enforcement, and School Resource Officers.
34. Available Funds: Subject to the City maintaining timely agreement payments, the MCSO and County represent that the delivery of the agreement services to the City shall continue, and that the County or MCSO may not unilaterally terminate or reduce the scope of services to be provided as a result of reduced MCSO budget funding.

35. Entire Agreement and Waiver of Default. The parties agree that this Agreement, including the Appendices as listed below, is the complete expression of the terms hereto and any oral or written representations or understandings not incorporated herein are excluded. Both parties recognize that time is of the essence in the performance of the provisions of this Agreement. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Agreement shall not be deemed to be waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such through written approval of the County, which shall be attached to the original Agreement.

35.1 Appendices. The parties agree that the following Appendices are hereby incorporated in this agreement:

Appendix:

A. - Law Enforcement Activity Reporting

C. - Vehicle Transfer and Purchase

D. - Transition Implementation Items

E. - Employee Transfer Agreement: TPOA & MCDSA

F. - Employee Transfer Agreement: AFSCME Council 75

< Followed by Signatures Page >

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

MULTNOMAH COUNTY, OREGON:

CITY OF TROUTDALE:

By: Deborah Kafoury, Chair
Multnomah County Board of Commissioners

By: Doug Daoust, Mayor
City of Troutdale

Date: _____

Date: _____

By: Dan Staton, Sheriff
Contract Administrator

By: Craig Ward, City Manager
City of Troutdale

Date: _____

Date: _____

Approved as to Form:

Approved as to Form:

Legal Counsel for Multnomah County

Legal Counsel for City of Troutdale

Date: _____

Date: _____

Appendix – A

Law Enforcement Activity Reporting

IGA between MCSO & City of Troutdale
For Contract Law Enforcement Services

The MCSO shall provide a summary monthly report in a format determined by MCSO for the below activities, and as modified over time by mutual agreement of the parties.

A. Response time from Dispatched to arriving on Scene to the Call.

Performance standard, maintain or reduce response time from the prior year of 2014 Troutdale BOEC calls:

4:36 minutes average response time for Priority 1 & 2 calls

10:30 minutes average response time for Priority 3 through 7 calls

- Call Response Times and Volume of Calls for Service may be effected by many variables such as; increases in population, changes in statutes, complexity of reported crimes and weather conditions.

B. Detective Case Activity

Reporting requirement of volume, case type and disposition

- This may be affected by change in statutes, evolving crimes, population shifts and increased reporting of crimes.

C. Traffic Stops made in the City of Troutdale

Reporting requirement of volume, type and disposition

- Traffic Citations which may be effected by change in traffic code, change in statutes and traffic grant availability.

D. Other Deputy Activity Reporting Summary:

- Total Calls for Service:
- Total time spent on calls (on-scene to clear):
- Average time spent per call (on-scene to clear):
- Dispatched:
- Self-initiated:
- Number of Traffic Stops
- Number of Subject Stops

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Appendix – C

Vehicle Transfer & Purchase IGA between MCSO & City of Troutdale For Contract Law Enforcement Services

Purchase of Equipment. City agrees to sell MCSO eleven police vehicles from its current fleet of, which are identified in Exhibit B to this agreement for the sum of \$16000,000. This amount will be paid to City within 30 days of the implementation date. Further that title, ownership and liability shall transfer to the County at 12:01 A.M. of the Agreement effective date.

<draft list, to be updated>

VEHICLE #	VEHICLE YEAR	MAKE	MODEL	MILEAGE	DATE	ASSIGNMENT	Disposition	Est. Trans. Value
#14	2014	FORD	INTERCEPT OR SUV	7,415	11/3/14	GETTING OUTFITTED	Transfer to MCSO	\$20,000
#26	2014	FORD	INTERCEPT OR SUV	12000	11/3/14	GETTING OUTFITTED	Transfer to MCSO	\$20,000
#2	2013	CHEVROLET	CAPRICE	15771	11/3/14	PATROL	Transfer to MCSO	\$20,000
#3	2013	CHEVROLET	CAPRICE	14600	11/3/14	LT	Transfer to MCSO	\$20,000
#5	2012	CHEVROLET	CAPRICE	16040	11/3/14	PATROL	Transfer to MCSO	\$20,000
#11	2011	FORD	CROWN VIC	36541	11/3/14	PATROL	Transfer to MCSO	\$20,000
#1	2011	CHEVROLET	IMPALA	30225	11/3/14	CHIEF	Transfer to MCSO	\$20,000
#22	2011	FORD	CROWN VIC	47182	11/3/14	PATROL/TOTALLED AND FIXED	Transfer to MCSO	\$20,000
								\$160,000

Appendix – D

Transition Implementation Items

IGA between MCSO & City of Troutdale
For Contract Law Enforcement Services

This Appendix is to address costs associated with “one time only” expenditures and revenues for each party associated with the implementation of the IGA.

1. As described in Appendix C the City will transfer and the County will purchase eight current City police vehicles for the sum of \$160,000. This amount will be paid to City within 30 days of the implementation date. Further that title, ownership and liability shall transfer to the County at 12:01 A.M. of the Agreement effective date.
2. As described in Appendix E and F the City will transfer to the County City employees who elect to retain accrued sick leave and accrued vacation hours. For leave hours that transferred employees elect to retain, City shall pay to County a sum equal to the number of hours of accrued leave times the employee’s starting County hourly rate of pay and this sum shall be paid by City within 30 days of transfer subject to the final leave hours reconciliation. *(An estimated total accrued leave cost calculated in February 2014 was approximately \$500,000 which represents the City cost, a portion of which would be paid directly to the employee for those accrued hours they elect not to transfer to the County.)*
3. The parties acknowledge that it will take time to fully implement all the support services (i.e. cell phones) for delivery of the contracted law enforcement services. The parties agree to reconcile and apportion costs and revenues based on the effective implementation date.
4. The City is party to a number of other contracts, IGA’s or grant funding arrangements, which the City will assign, transfer, amend or otherwise arrange for the MCSO and County to assume the duties of, and revenue from, these agreements. These agreements include School Resource Officer IGA with Reynolds High School, East Metro Gang Enforcement from State grant funding administrated through City of Gresham, Tri-Met Officer assignment and reimbursement agreement, and reimbursement for police coverage of the McMenamins Edgefield summer concert series.

Summary of Lease Terms

Premises: 234 SW Kendall Court, Troutdale, OR 97060

Landlord: City of Troutdale, an Oregon municipal corporation
219 E. Historic Columbia River Hwy
Troutdale, OR 97060

Tenant: Multnomah County, Oregon,
Attn: Facilities and Property Management
401 N Dixon Street
Portland, OR 97227

Use: Multnomah County Sheriff Patrol Division Operations Center

Term: Ten years, commencing July 1, 2015, concurrent with the law enforcement IGA provisions.

Lease Type: Modified Full Service, property tax exempt, and utility allocation reimbursement.

Floor Space: 19,214 square feet

Proportionate Shares: 72.5% MCSO, 27.5% City

Initial Base Monthly Rent: in negotiation: \$17,412.69/mo \$208,952.25/Yr

Base Rent Adjustment: inflation index to be determined.