

RESOLUTION NO. 2020-39

**RESOLUTION AUTHORIZING CITY MANAGER TO EXECUTE
MEMORANDA OF UNDERSTANDING (MOU) BETWEEN
WASHINGTON COUNTY LAW ENFORCEMENT PROVIDERS
COVID-19 RESPONSE**

WHEREAS, the COVID-19 Response Memorandum of Understanding (MOU) is entered into by Washington County Sheriff's Office, a law enforcement agency within a home-rule county and political subdivision of the State of Oregon, Beaverton Police Department, Hillsboro Police Department, King City Police Department, Sherwood Police Department, Tigard Police Department, Tualatin Police Department all of which are law enforcement agencies within municipal corporations of the State of Oregon, and the City of Forest Grove Department, Oregon, which is a law enforcement agency within municipal corporations of the State of Oregon (hereinafter City) collectively, "the parties", pursuant to the authority granted in ORS Chapter 190; and

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

WHEREAS, the municipalities above provide police services throughout the unincorporated areas of Washington County and within their municipal corporations; and

WHEREAS, the municipalities above have adopted policies for developing agreements 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 municipalities above whereby they will assist in providing law enforcement services to the City and its inhabitants according to the MOU.

WHEREAS, the City desires to enter into an agreement with the municipalities above whereby the City will assist providing law enforcement services to the requesting municipality and its inhabitants according to the MOU.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF FOREST GROVE AS FOLLOWS:

Section 1. The City Council hereby approves the COVID-19 Response Memorandum of Understanding (MOU) to provide law enforcement services as provided in the attached Exhibit A.

Section 2. The City Manager is hereby authorized to execute the final MOU on behalf of the City of Forest Grove, notwithstanding substantial changes to the MOU as provided in the attached Exhibit A.

Section 3. This resolution is effective immediately upon enactment by the City Council.

PRESENTED AND PASSED this 27th day of April, 2020.



Anna D. Ruggles, City Recorder

APPROVED by the Mayor this 27th day of April, 2020.



Peter B. Truax, Mayor

Washington County Law Enforcement Providers COVID-19 Response Memorandum of Understanding (MOU)

This MOU is entered into by and among the Washington County Sheriff's Office, the Beaverton Police Department, the Forest Grove Police Department, the Hillsboro Police department, the Tigard Police Department, the Tualatin Police Department, the Sherwood Police Department, and the King City Police Department.

PURPOSE:

This MOU is to outline the statutory process to request and provide police resources pursuant to the Oregon Resource Coordination Assistance Agreement (ORS 402.200 through ORS 402.240) to other police agencies within Washington County, in order to quickly address situations where a specific police agency is unable to provide adequate services to address community policing needs as a result of COVID-19. This MOU is intended to remain in effect until 30 days after the Governor lifts the Declaration of Emergency related to COVID-19.

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.

REQUESTS FOR ASSISTANCE, EQUIPMENT OR SUPPLIES:

The Sheriff or any Police Chief may make a request for law enforcement staffing assistance, equipment or supplies to one or more other Washington County police agencies. The request may be by phone but must be followed up with an email within 30 days.

VOLUNTARY RESPONSE / WITHDRAWAL

Any response to a request for assistance is absolutely voluntary and may be terminated at any time. In determining whether to provide assistance, a law enforcement agency may consider all circumstances that led to the request to ensure the request is valid and COVID-19 related. Nothing in this MOU requires a police agency to provide police services to a requesting agency if the head of the responding agency determines that it lacks adequate resources to provide assistance while meeting its own ongoing policing obligations. Any police agency that terminates assistance may withdraw that assistance immediately and must notify the requesting agency as soon as reasonably practical.

POTENTIAL CONSOLIDATION OF RESOURCES

In the event that the total law enforcement resources within the county become critically low, the parties to this Agreement may opt to temporarily pool all available resources, in an effort to provide a basic police response system, irrespective of jurisdictional boundaries.

On Behalf of the Hillsboro Police Department:

Signature Jim Coleman Digitally signed by Jim Coleman
Date: 2020.05.04 11:09:08 -07'00'
Printed Name Jim Coleman
Title Chief of Police
Date May 4, 2020

On Behalf of the King City Police Department:

Signature Ernest Happala Digitally signed by Ernest Happala
Date: 2020.04.30 16:47:06 -07'00'
Printed Name Ernest Happala
Title Police Chief
Date April 30, 2020

On Behalf of the Sherwood Police Department:

Signature Jeff Groth Digitally signed by Jeff Groth
Date: 2020.04.30 14:06:31 -07'00'
Printed Name Jeffrey A. Groth
Title Police Chief
Date April 31, 2020

On Behalf of the Tigard Police Department:

Signature _____
Printed Name Kathy McAlpine
Title Police Chief
Date May 5, 2020

On Behalf of the Tualatin Police Department:

Signature Bill Steele Digitally signed by Bill Steele
Date: 2020.05.04 08:39:12 -07'00'
Printed Name Bill Steele
Title Police Chief
Date May 4th, 2020

On Behalf of the Washington County Sheriff's Office:

Signature Patrick Garrett Digitally signed by Patrick Garrett
Date: 2020.04.29 13:06:59 -07'00'
Printed Name Pat Garrett
Title Sheriff
Date 4-29-20



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<i>CITY RECORDER USE ONLY:</i>	
AGENDA ITEM #:	<u>7.</u>
MEETING DATE:	<u>04/27/2020</u>
FINAL ACTION:	<u>RESO 2020-39</u>

CITY COUNCIL STAFF REPORT

TO: *City Council*

FROM: *Jesse VanderZanden, City Manager*

PROJECT TEAM: *Henry Reimann, Interim Police Chief*

MEETING DATE: *April 27, 2020*

SUBJECT TITLE: *Washington County Law Enforcement Providers COVID-19 Response Memorandum of Understanding (MOU)*

ACTION REQUESTED:

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>				
	Ordinance	Order	X	Resolution	x	Motion	Informational

X all that apply

BACKGROUND:

As Council is aware, the COVID-19 crisis has impacted all local government services, to include law enforcement. As the number of confirmed COVID-19 cases in Washington County continue, the Washington County Law Enforcement Council (LEC) is taking necessary precautionary efforts to ensure that the continuity of law enforcement services are maintained through a COVID-19 Response Memorandum of Understanding (MOU). The LEC is comprised of the Sheriff and all Chiefs of Police within Washington County.

The goal of the MOU is to provide the framework that would manage law enforcement resources if an agency becomes overwhelmed with COVID-19 related illnesses and can no longer maintain their service levels. The MOU also solidifies the law enforcement partnerships that have already been established. The language outlining the MOU is consistent with ORS 402.200; Oregon Resource Coordination Assistance Agreement and is consistent with the existing mutual aid MOU with all Washington County law enforcement agencies. The Agreement is in the approval process with all listed municipalities.

FISCAL IMPACT:

No fiscal impact

STAFF RECOMMENDATION:

Staff recommends City Council grant authority to the City Manager to sign the Washington County Law Enforcement Providers COVID-19 Response Memorandum of Understanding (MOU).

ATTACHMENTS:

Resolution approving Law Enforcement MOU
Law Enforcement MOU