

RESOLUTION NO. 2020-53

**RESOLUTION AUTHORIZING CITY MANAGER TO EXECUTE
AN INTERGOVERNMENTAL AGREEMENT (IGA) BETWEEN
WASHINGTON COUNTY, OREGON, AND CITY OF FOREST GROVE,
OREGON, RELATING TO CONTRACT LAW ENFORCEMENT SERVICES**

WHEREAS, the Intergovernmental Agreement (IGA) is entered into by Washington County, a home-rule county and political subdivision of the State of Oregon (hereinafter County), and the City of Forest Grove, Oregon, a municipal corporation 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 County, through the Washington County Sheriff, provides police services throughout the unincorporated areas of Washington County; and

WHEREAS, the County has adopted policies for developing 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, effective June 31, 2020 the City desires to extend the current agreement with the County whereby the County, through the Sheriff, provides law enforcement services to the City and its inhabitants.

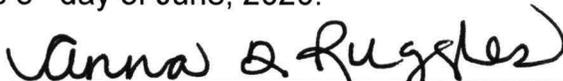
NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF FOREST GROVE AS FOLLOWS:

Section 1. The City Council hereby approves the Intergovernmental Agreement (IGA) with Washington County and City of Forest Grove to provide contract law enforcement services as provided in the attached Exhibit A.

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

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

PRESENTED AND PASSED this 8th day of June, 2020.



Anna D. Ruggles, City Recorder

APPROVED by the Mayor this 8th day of June, 2020.



Peter B. Truax, Mayor



WASHINGTON COUNTY OREGON

Contract No: 20-0875

CONTRACT AMENDMENT No: 1

This Amendment is made and entered into, by and between Washington County, a political subdivision of the State of Oregon, and City of Forest Grove.

This amendment modifies that certain contract between the parties, the original contract number being 19-1347.

The contract is amended as follows:



Paragraph 8. **Duration.** Contract term is extended 90-days. The second sentence is replaced with the following: "The term of this agreement is November 17, 2019 to 30 September, 2020." expiration date is 30 September 2020; unless otherwise amended.

Effective Date of Amendment: 15 JUN 2020, or upon final signature, whichever is later. All other terms and conditions of the original contract shall remain in full force and effect.

FOR CONTRACTOR: DocuSigned by:
Jesse Vanderzanden
23E1C26EFF73412...

Authorized Signature

Jesse Vanderzanden

Printed Signatory Name

jvanderzanden@forestgrove-or.gov

E-Mail Address

6/11/2020 | 16:00 PDT

Date

City Manager

Title

503-992-3236

Telephone

FOR COUNTY: DocuSigned by:
Erin Calvert
7CE70623E43542D...

Authorized Signature

Erin Calvert, Deputy County Administrator

Printed Signatory Title

6/11/2020 | 19:50 PDT

Date

FOR WASHINGTON COUNTY USE ONLY

County Contract Administrator: John Styer Phone: 503-846-2530

Contract Administrator Email: John_Styer@co.washington.or.us

<u>CITY RECORDER USE ONLY:</u>	
AGENDA ITEM #:	<u>7.</u>
MEETING DATE:	<u>06/08/2020</u>
FINAL ACTION:	<u>RESO 2020-53</u>

MEMORANDUM

TO: *City Council*

FROM: *Jesse VanderZanden, City Manager*

MEETING DATE: *June 8, 2020*

PROJECT TEAM: *Henry Reimann, Interim Police Chief
Paul Downey, Administrative Services Director*

SUBJECT TITLE: *IGA Washington County relating to Contract Law Enforcement Services*

BACKGROUND:

On November 12, 2019, the City entered into an Intergovernmental Agreement (IGA) with the Washington County Sheriff’s Office. The IGA is set to expire on June 31, 2020.

Due to the vacancies that still exist at the Police Department, staff is recommending the Council extend the IGA for a minimum of 30 and no longer than 90 days. Section 8 of the IGA spells out and allows for an extension of the IGA under its current terms.

The IGA allowed the Forest Grove Police Department to collaborate with the Washington County Sheriff’s Office to provide law enforcement services in Forest Grove between the hours of 3 a.m. to 7 a.m., seven days a week. This time period is the lowest overall call volume of a 24-hour day. This partnership supports a 24 hour law enforcement coverage until temporary low staffing levels can be bolstered and sustained, while also allowing a work schedule more similar to market competitors and retention of personnel.

SUMMARY:

The County has yet to have a problem filling overtime assignments, however, if a lack of coverage presents itself based on future shift bids, the City will consider additional measures to assure coverage. The Police Department has outlined the resources necessary to transition to ten hour shifts in perpetuity.

The attached IGA outlines the County’s commitments and overtime assignments, as well as proposed reimbursement of overtime monies. The estimated cost is of service for one officer is \$91.25 per hour and the proposed implementation is July 1, 2020. The agreement consists of the Washington County Sheriff’s Office notifying their staff of voluntary overtime shifts, seven days a week, from 0300-0700 hours for the City of Forest Grove. The Deputy will be responsible for providing a police presence and answering primarily Priority 1 and 2 calls.

The City wishes to thank the County for assisting with critical services during this time.

FISCAL IMPACT:

The fiscal impact ranges upwards of \$35,000 in General Fund monies, assuming the program starts July 1 2020, concludes September 30, 2020, and that each shift between 3 am-7am is filled by the Washington County Sheriff's Office. The City anticipates some savings from vacancies. Towards the end of the fiscal year, there may need to be a contingency transfer for expenses not covered by training and vacancies savings.

STAFF RECOMMENDATION:

Staff recommends the Council approve the attached resolution authorizing the City Manager to extend the terms of the IGA with the Washington County Sheriff's Office, notwithstanding substantial changes to the attached IGA.

ATTACHMENTS:

- City of Forest Grove – Washington County Sheriff's Office IGA

**INTERGOVERNMENTAL AGREEMENT BETWEEN WASHINGTON COUNTY,
OREGON AND CITY OF FOREST GROVE, OREGON RELATING TO
CONTRACT LAW ENFORCEMENT SERVICES**

This Agreement is entered into by Washington County, a home-rule county and political subdivision of the State of Oregon (hereinafter County), and the City of Forest Grove, a municipal corporation of the State of Oregon (hereinafter City), collectively, "the parties," pursuant to the authority granted in ORS Chapter 190.

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

WHEREAS, the County, through the Washington County Sheriff, provides police services throughout the unincorporated areas of Washington County; and

WHEREAS, the County has adopted policies for developing 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, effective June 31, 2020 the City desires to extend the current agreement with the County whereby the County, through the Sheriff, provides law enforcement services to the City and its inhabitants; and

WHEREAS, the County agrees to continue to render such law enforcement services, through the 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 accurately priced to provide a reasonable and predictable cost to the City while avoiding county subsidy of City services by ensuring full-cost recovery.
3. The City, with the input of the Sheriff, should have the flexibility to determine the level and deployment of certain services and to identify service priorities, thereby controlling costs. Any service level changes made will result in corresponding changes in costs to the City, as determined by the methodology in the costing model.
4. County law enforcement employees assigned to the City should strive to provide high-quality police services, cooperate with City officials to meet the goals of the City, and establish a positive relationship with the residents and visitors of the City.

NOW, THEREFORE, pursuant to ORS 190.240, the City and County hereby agree:

1. Law Enforcement Services. For the term of this contract, the County will:
 - a. Make a four (4) hour overtime shift available daily to police certified Sheriff's Office deputies to work within the City limits of Forest Grove. To best meet the needs identified by the City, the hours for this shift will be 0300-0700 hours each day. Overtime will only be filled by deputies on a

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voluntary basis. This agreement does not create an obligation for the County to ensure that this shift is staffed.

- b. Deputies working this assignment will be expected to remain within the City to provide police presence and to respond primarily to Priority 1 and Priority 2 calls. To maintain availability for priority response and a continuity of service for the City, self-initiated enforcement activity and response to lower priority calls shall be at the discretion of the deputy with the oversight of the on-duty WCSO Sergeant. Consistent with existing mutual aid agreements, the deputy may respond outside of the City when necessary.
- c. If the County is unable to fill this overtime shift and there are also no City Police on duty, the County will provide response to Priority 1 and Priority 2 calls during the same time period of 0300-0700 hours. The responding deputy(s) will be the closest available to the City at the time of the call. Deputies assigned to the City of Cornelius may respond to the City of Forest Grove, consistent with existing mutual aid agreements, but the deputy of primary responsibility should come from an unincorporated assignment.
- d. Forward all police reports completed as a result of this agreement to the City.

2. Law Enforcement Services. For the term of this contract, the City will:

- a. Provide authorization for the Washington County Sheriff's Office Records Unit to access Forest Grove Police Department's ORI, for the purpose of communicating with the State Law Enforcement Data System on behalf of the City.
- b. Maintain responsibility as the Agency of Jurisdiction to conduct follow-up or further investigation of any event documented by a County police report taken within the City.
- c. Provide available consultation and or call-out response for any significant felony level criminal investigation or arrest initiated by the County that results from this agreement.

3. Service Costs. Service costs related to sections 1. a., b. and c., will be charged on an hourly basis at the rate listed in the Washington County Fee Schedule for a Uniform Security Officer, currently \$91.25 per hour. (half-hour minimum, rounded up to the nearest half-hour). The cost will include the total time related to the call response.

4. Decision and Policy-Making Authorities. The County will provide the services identified in paragraph 1 above. The respective authorities of the City and the County that make operational decisions and develop and implement policies in this regard shall be governed by the following guidelines.

- a. Daily Operations: The Forest Grove Police Chief or designee, will coordinate

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with the WCSO Patrol Commander or designee, to ensure that operations are being conducted within the intent of this agreement. Deputies working within, or responding to the City, will be directly supervised by the on-duty WCSO Patrol Sergeant.

- b. General Orders, Policies and Procedures: All deputies responding on behalf of the City will remain subject to all Washington County Sheriff's Office (WCSO) policies, procedures, and general orders.
5. Control of Personnel and Equipment. The County is acting hereunder as an independent contractor so that:
- a. Control of Personnel. Control of personnel, standards of performance, discipline and all other aspects of performance shall be governed entirely by the County. Allegations of misconduct shall be investigated in accordance with WCSO policy.
 - b. Liabilities. The County shall be responsible for the salary, wages, benefits and any other compensation, including Workers Compensation benefits for WCSO deputies assigned to perform services under this Agreement.
6. Indemnification.
- a. 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 as 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.
 - b. 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

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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.

- c. Liability Related to City Ordinances, Policies, Rules and Regulations. In executing this Agreement, the 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 same 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, 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, the City shall indemnify County and any involved individual officer. The City's defense and indemnification of an individual officer pursuant to this section shall be in accordance with ORS 30.285. The sole intent of this provision is to make the City 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 is not intended to override the provisions of 6a and 6b that make each party liable for its own actions.

7. Termination Process. Either party may initiate a process to terminate this agreement as follows:

Notice of Termination. If either party wishes to terminate this agreement, they shall provide the other party with a 10-day written notice of intent to terminate the Agreement.

- a. Failure to Pay, Interest Charge, and Termination. In the event the City fails to make a monthly payment within 60 days of billing, the County may charge an interest rate no more than two percentage points above the interest rate on the monthly County investment earnings. In addition, in the event the City fails to make a monthly payment within 120 days of billing, or fails to pay or negotiate a resolution of a disputed portion of a bill within 120 days of billing, the County may terminate this Agreement with 90 days advance written notice.
- b. Payment of Costs Upon Termination. Upon termination of this Agreement between the City and the County, the City is obligated to pay all incurred costs by the termination date.
1. The County 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 120-day time frame outlined in 7a above.

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8. Duration. This Agreement is effective upon authorization and signature by both parties. The term of this agreement is June 31, 2020 to September 30, 2020. This agreement may be renewed for additional terms upon agreement of all parties.
9. Amendments. This Agreement may be amended at any time by mutual written agreement of the City, the Washington County Sheriff, and the Washington County Board of Commissioners.
10. Agreement Administration.
 - a. Agreement Administrators. The West Patrol Commander and the Forest Grove Police Chief shall serve as agreement administrators to review agreement performance and resolve operational problems.
 - b. Referral of Unresolved Problems. The Forest Grove Police Chief shall refer any police service operational problem, which cannot be resolved, to the Enforcement Chief Deputy. The City and the Chief Deputy shall meet as necessary to resolve such issues.
 - c. Agreement Dispute Issues. Agreement dispute issues involving Agreement language interpretation, cost, and other non-operational matters shall be referred to the Enforcement Chief Deputy and the Forest Grove Police Chief.
 - d. 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 years after termination.
11. Third Party Beneficiaries. County and City are the only parties to this contract and are the only parties entitled to enforce its terms. Nothing in this contract 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 contract.
12. 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 Forest Grove Police Chief or Mayor, 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.
13. Governing Law. Venue. 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 Washington County Circuit Court for the State

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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.

14. 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.
15. Survival. The terms, conditions, representations and all warranties contained in this Agreement shall survive the termination or expiration of this Agreement.
16. 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.
17. 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.
18. Entire Agreement and Waiver of Default. The parties agree that this Agreement 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 a 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.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates listed below.

WASHINGTON
COUNTY

CITY OF FOREST GROVE

By: _____

By: _____

Name Printed: _____

Name Printed: _____

Date: _____

Date: _____

Approved as to Form:

Approved as to Form:

Legal Counsel for Washington County

Legal Counsel for City of Forest Grove
