



RESOLUTION
(12 - 2016)

**A RESOLUTION OF THE FAIRVIEW CITY COUNCIL AUTHORIZING AN
INTERGOVERNMENTAL AGREEMENT WITH MULTNOMAH COUNTY FOR
POLICE SERVICES**

WHEREAS, the City is in need of services of a chief of police; and

WHEREAS, the City is in a current intergovernmental agreement with Multnomah County for Interim Police Chief services that expires February 29, 2016; and

WHEREAS, the City would like to continue the agreement with Multnomah County through September 1, 2016 subject to the terms and conditions of an intergovernmental agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE FAIRVIEW CITY COUNCIL AS FOLLOWS:

Section 1 The Fairview City Council hereby authorizes the City Administrator to enter into an intergovernmental agreement with Multnomah County in substantially the same form as the attached Exhibit A.

Section 2 This resolution is and shall be effective from and after its passage by the City Council.

Resolution adopted by the City Council of the City of Fairview, this 17th day of February 2016.

Mayor, City of Fairview
Ted Tosterud

ATTEST

City Recorder, City of Fairview
Devree Leymaster

2-19-2016

Date

Exhibit A

INTER GOVERNMENTAL AGREEMENT BETWEEN THE CITY OF FAIRVIEW, OREGON AND MULTNOMAH COUNTY

This intergovernmental agreement (Agreement) is made and entered into by and between the City of Fairview, Oregon (Fairview) and Multnomah County, Oregon (County).

RECITALS

- A. Fairview has an operational need for a qualified sworn public safety officer to perform as the acting Chief of Police.
- B. County has the operational capacity to temporarily reassign a qualified sworn public safety officer at or above the level of Captain to assist Fairview. The assigned officer will provide the necessary police chief duties for Fairview; however, the assigned officer will remain an employee of County.
- C. By the authority granted in Oregon Revised Statutes (ORS) 190.010 *et seq.*, and applicable local law, local government agencies may enter into cooperative agreements with other units of local government on terms and conditions mutually agreeable to the contracting parties.

Now therefore, it is agreed by and between Fairview and the County as follows:

TERMS OF AGREEMENT

1. County shall provide to Fairview a loan of the services of an officer at or above the level of Captain (Assigned Officer), who has been determined to have the expertise and experience to perform as the acting Chief of Police as set forth in the attached Exhibit A – Job Description (Services). County will consult with the City Administrator for Fairview prior to assigning or reassigning the Assigned Officer responsible to perform the services to Fairview. County will take into account input and suggestions from Fairview when assigning or reassigning the Assigned Officer. Services will be provided at a monthly cost to Fairview of \$9,000.00 (nine thousand dollars). County, through the Multnomah County Sheriff's Office will invoice Fairview on a monthly basis with payment to be made within 14 days of receipt of invoice unless otherwise agreed to in writing by both parties.
2. While performing Services, the Assigned Officer will remain a full-time employee of the County and will continue to be compensated and provided benefits by the County and shall not be entitled to any benefits or other compensation from Fairview, other than reimbursement of his direct out of pocket expenses.
3. County agrees that, while performing duties as Police Chief, the Assigned Officer will report to the City Administrator as necessary to perform the duties, but will remain an employee of County, including but not limited to performing all duties in conformance with all County rules, policies, procedures and regulations. No party is an agent or employee of the other. Fairview and the County acknowledge that this Agreement does not constitute a transfer of a public employee pursuant to ORS 236.605 through 236.640.
4. Fairview agrees to provide all necessary equipment to perform the Services including a computer and vehicle.
5. This Agreement commences on March 1, 2016 and continues until September 1, 2016 unless

otherwise terminated by either party. Either party may terminate the Agreement at any time prior to that expiration by providing thirty days written notice to the other party.

6. Each party agrees to comply with all local, state and federal ordinances, statutes, laws and regulations that are applicable to the services provided under this Agreement.

7. No party shall assign its rights or obligations under this Agreement, in whole or in part, without the prior written approval of the other party.

8. Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, Fairview shall indemnify, defend and hold harmless County and the Assigned Officer from and against all liability, loss and costs arising out of or resulting from the acts of the Assigned Officer while acting within the scope and course of the Assigned Officer's duties as the Chief of Police.

9. This Agreement constitutes the entire agreement between Fairview and the County on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement will bind either party unless in writing and signed by both parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, will be effective only in the specific instances and for the specific purpose given. This Agreement is specific to Fairview and the County and is not intended to confer upon any other person or entity any rights or remedies whatsoever.

The parties by execution of this Agreement, hereby acknowledge that their respective chief administrative officers have read and understand this Agreement, that each has the authority to sign and bind Fairview and the County and that Fairview and the County shall be bound by its terms and conditions.

FAIRVIEW

Nolan Young, City Administrator
City of Fairview

Date

MULTNOMAH COUNTY, OREGON:

Multnomah County Chair

Date

Approved as to Form:

Jenny M. Madkour
County Attorney for Multnomah County