

DRAFT

Approval of Previous Business Meeting Minutes:

June 28, 2018

# BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES

A complete video copy and packet including staff reports of this meeting can be viewed at

<https://www.clackamas.us/meetings/bcc/business>

**Thursday, June 28, 2018 – 10:00 AM**

**Public Services Building**

**2051 Kaen Rd., Oregon City, OR 97045**

**PRESENT: Commissioner Jim Bernard, Chair  
Commissioner Sonya Fischer  
Commissioner Ken Humberston  
Commissioner Paul Savas  
Commissioner Martha Schrader**

## **CALL TO ORDER**

- Roll Call
- Pledge of Allegiance

## **I. CITIZEN COMMUNICATION**

<https://www.clackamas.us/meetings/bcc/business>

1. Carl Exner, Relator – trying to sell a house in Brightwood, sale held-up due to County.
2. Bob Oblack, Molalla, concerns regarding a marijuana next door.
3. Nancy Hall, Happy Valley – feels the Board was out of line with their comments on the separation of kids from their parents.
4. Les Poole, Gladstone – happy 4<sup>th</sup> of July, road funding and the transportation budget.

## **II. PUBLIC HEARINGS**

### **Business & Community Services**

1. First & Second Reading of an **Ordinance No. 07-2018** Amending Chapter 6.06, Park Rules of the Clackamas County Code and Declaring an Emergency  
Jeff Munns, County Counsel presented the staff report.  
Chair Bernard opened the public hearing and asked if anyone wished to speak, seeing none he asked for a motion to read by title only.

#### **MOTION:**

Commissioner Savas: I move we read the Ordinance by title only.

Commissioner Humberston: Second.

all those in favor/opposed:

Commissioner Fischer: Aye.

Commissioner Humberston: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Chair Bernard: Aye – the Ayes have it, the motion passes 5-0.

Chair Bernard asked the Clerk to assign a number and read the Ordinance by title only, then asked for a motion.

#### **MOTION:**

Commissioner Humberston: I move we adopt the Ordinance Amending Chapter 6.06, Park Rules of the Clackamas County Code and Declaring an Emergency

Commissioner Schrader: Second.

all those in favor/opposed:

Commissioner Fischer: Aye.

Commissioner Humberston: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Chair Bernard: Aye – the Ayes have it, the motion passes 5-0.

**Clackamas County Budget**

2. **Resolution No. 2018-56** Adopting the Clackamas County Budget for the 2018-2019 Fiscal Year, Making Appropriations and Imposing and Categorizing Taxes for the Period of July 1, 2018 through June 30, 2019

The Board and Don Krupp gave tribute to Diane Padilla who will be retiring at the end of this month – this will be her last budget adoption meeting at Clackamas County.

Diane Padilla, Budget Manager presented the staff report.

~Board Discussion~ <https://www.clackamas.us/meetings/bcc/business>

Chair Bernard opened the public hearing and asked if anyone wishes to speak, seeing none he closed the public hearing.

~Board Discussion~ <https://www.clackamas.us/meetings/bcc/business>

Chair Bernard wanted to thank the people who attended the Budget Committee meetings this year – he also thanked the citizen members of the Budget committee.

Commissioner Fischer stated a possible conflict of interest due to her husband's involvement with the some funding to Arts Action Alliance for the Juvenile Dept.

Don Krupp stated the Arts program preceded Commissioner Fischer appointment to the Board.

Chair Bernard stated a conflict due to the Compensation Board's approval of the BCC salary increase and his wife working for the County; he will abstain from voting on this item.

Chair Bernard asked for a motion.

**MOTION:**

Commissioner Humberston: I move we approve the action and adopt the 2018-2019 budget for Clackamas County as presented in the Resolution.

Commissioner Schrader: Second.

all those in favor/opposed:

Commissioner Fischer: Aye.

Commissioner Humberston: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Chair Bernard: Abstain – it passes 4-0-1.

3. **Resolution No. 2018-57** Adopting Changed Fees for Clackamas County for Fiscal Year 2018-2019

Stephen Madkour, County Counsel presented the staff report.

Chair Bernard opened the public hearing and asked if anyone wished to speak, seeing none he closed the public hearing and asked for a motion.

**MOTION:**

Commissioner Humberston: I move we approve and adopt the changed fees and fines for Clackamas County Fiscal Year 2018-2019 as presented in the Resolution.

Commissioner Fischer: Second.

~Board Discussion~

all those in favor/opposed:

Commissioner Fischer: Aye.

Commissioner Humberston: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Chair Bernard: Aye – it passes 5-0.

*The Board adjourned as the Clackamas County Board of Commissioners and convened as the Enhanced Law Enforcement District on the next item.*

**Enhanced Law Enforcement District**

4. **Resolution No. 2018-58** Adopting the Enhanced Law Enforcement District Budget for the 2018-2019 Fiscal Year, Making Appropriations and Imposing and Categorizing Taxes for the Period of July 1, 2018 through June 30, 2019

Diane Padilla, Budget Manger presented the staff report.

~Board Discussion~

Chair Bernard opened the public hearing and asked if anyone wished to speak, seeing none he closed the public hearing and asked for a motion.

**MOTION:**

Commissioner Humberston: I move we approve the action and adopt the 2018-2019 budget for the Clackamas County Enhanced Law Enforcement District as presented in the Resolution.

Commissioner Schrader: Second.

all those in favor/opposed:

Commissioner Fischer: Aye.

Commissioner Humberston: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Chair Bernard: Aye – it passes 5-0.

*The Board adjourned as the Enhanced Law Enforcement District and convened as the Clackamas County Extension and 4-H Service District on the next item.*

**Clackamas County Extension and 4-H Service District**

5. **Resolution No. 2018-59** Adopting the Clackamas County Extension and 4-H Service District Budget for the 2018-2019 Fiscal Year, Making Appropriations and Imposing and Categorizing Taxes for the Period of July 1, 2018 through June 30, 2019

Diane Padilla, Budget Manger presented the staff report.

Chair Bernard opened the public hearing and asked if anyone wished to speak, seeing none he asked for a motion.

**MOTION:**

Commissioner Savas: I move we approve the action and adopt the 2018-2019 budget for the Clackamas County Extension and 4-H Service District Budget as presented in the Resolution.

Commissioner Schrader: Second.

all those in favor/opposed:

Commissioner Fischer: Aye.

Commissioner Humberston: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Chair Bernard: Aye – it passes 5-0.

*The Board adjourned as the Extension and 4-H Service District and convened as the Library Service District of Clackamas County on the next item.*

**Library Service District of Clackamas County**

6. **Resolution No. 2018-60** Adopting the Library Service District of Clackamas County 2018-2019 Fiscal Year Budget and Making Appropriations and Imposing and Categorizing Taxes for the Period of July 1, 2018 through June 30, 2019

Laura Zentner, Business and Community Services presented the staff report.

Chair Bernard opened the public hearing and asked if anyone wishes to speak, seeing none he closed the public hearing and asked for a motion.

**MOTION:**

Commissioner Schrader: I move we approve the action and adopt the 2018-2019 budget for the Library Service District of Clackamas County as presented in the Resolution.

Commissioner Savas: Second.

*~Board Discussion~*

all those in favor/opposed:

Commissioner Fischer: Aye.

Commissioner Humberston: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Chair Bernard: Aye – it passes 5-0.

*The Board adjourned as the Library Service District of Clackamas County and convened as the North Clackamas Parks and Recreation District on the next item.*

**North Clackamas Parks & Recreation District**

7. **Resolution No. 2018-61** Adopting the North Clackamas Parks & Recreation District's 2018-2019 Fiscal Year Budget and Making Appropriations and Imposing and Categorizing Taxes for the Period of July 1, 2018 through June 30, 2019

Scott Archer, North Clackamas Parks & Recreation District presented the staff report.

Chair Bernard opened the public hearing and asked if anyone wished to speak, seeing none he closed the public hearing and asked for a motion.

**MOTION:**

Commissioner Savas: I move we approve the action and adopt the 2018-2019 budget for the North Clackamas Parks and Recreation District as presented in the Resolution.

Commissioner Fischer: Second.

*~Board Discussion~*

all those in favor/opposed:

Commissioner Fischer: Aye.

Commissioner Humberston: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Chair Bernard: Aye – it passes 5-0.

*The Board adjourned as the North Clackamas Parks and Recreation District and convened as the Development Agency on the next item.*

**Clackamas County Development Agency**

8. **Resolution No. 2018-62** Adopting and Appropriating Funds for the 2018-2019 Fiscal Year Budget for the Clackamas County Development Agency

Dave Queener, Development Agency presented the staff report.

*~Board Discussion~*

Chair Bernard opened the public hearing and asked if anyone wished to speak, seeing none he asked for a motion.

**MOTION:**

Commissioner Humberston: I move we approve the action and adopt the 2018-2019 budget for the Clackamas County Development Agency as presented in the Resolution.

Commissioner Fischer: Second.

all those in favor/opposed:

Commissioner Fischer: Aye.

Commissioner Humberston: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Chair Bernard: Aye – it passes 5-0.

*The Board adjourned as the Development Agency and convened as Service District No. 5 for the next two items.*

### **Service District No. 5, Street Lighting**

9. **Resolution No. 2018-63** Adopting and Appropriating Funds for the 2018-2019 FY Budget for Clackamas County Service District No. 5

Wendi Coryell presented the staff report.

Chair Bernard opened the public hearing and asked if anyone wishes to speak, seeing none he closed the public hearing and asked for a motion.

**MOTION:**

Commissioner Humberston: I move we approve the action and adopt the 2018-2019 budget for Clackamas County Service District No. 5 as presented in the Resolution.

Commissioner Fischer: Second.

*~Board Discussion~*

all those in favor/opposed:

Commissioner Fischer: Aye.

Commissioner Humberston: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Chair Bernard: Aye – it passes 5-0.

10. **Resolution No. 2018-64** Setting Rates for Street Lighting Service Charges in Clackamas County Service District No. 5

Wendi Coryell presented the staff report.

Chair Bernard opened the public hearing and asked if anyone wishes to speak, seeing none he closed the public hearing and asked for a motion.

**MOTION:**

Commissioner Humberston: I move setting rates for Street Lighting Service Charges in Clackamas County Service District No. 5 as presented in the Resolution.

Commissioner Fischer: Second.

all those in favor/opposed:

Commissioner Fischer: Aye.

Commissioner Humberston: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Chair Bernard: Aye – it passes 5-0.

*The Board will adjourn as Service District No. 5 and convene as the Governing Body for Water Environment Services for the next three items.*

**Water Environment Services**

**11. Resolution No. 2018-65** Adopting and Appropriating Funds for the 2018-2019 FY Budget for Water Environment Services

Greg Geist, Water Environment Services presented the staff report.

*~Board Discussion~*

Chair Bernard opened the public hearing and asked if anyone wishes to speak, seeing none he closed the public hearing and asked for a motion.

**MOTION:**

Commissioner Schrader: I move we approve the action and adopt the 2018-2019 budget for Water Environment Services as presented in the Resolution.

Commissioner Savas: Second.

all those in favor/opposed:

Commissioner Fischer: Aye.

Commissioner Humberston: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Chair Bernard: Aye – it passes 5-0.

**12. Board Order No. 2018-66** Amending and Adopting Rates and Charges for Water Environment Services

Greg Geist, Water Environment Services presented the staff report.

Chair Bernard opened the public hearing and asked if anyone wishes to speak, seeing none he closed the public hearing and asked for a motion.

**MOTION:**

Commissioner Humberston: I move we amend and adopt the rates and charges for Water Environment Services as presented in the Board Order.

Commissioner Savas: Second.

all those in favor/opposed:

Commissioner Fischer: Aye.

Commissioner Humberston: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Chair Bernard: Aye – it passes 5-0.

**13. Board Order No. 2018-67** Establishing System Development Charges for Water Environment Services for Fiscal Year 2018-2019

Greg Geist, Water Environment Services presented the staff report.

Chair Bernard opened the public hearing and asked if anyone wishes to speak, seeing none he closed the public hearing and asked for a motion.

**MOTION:**

Commissioner Humberston: I move we Establish System Development Charges for Water Environment Services for Fiscal Year 2018-2019 as presented in the Board Order.

Commissioner Schrader: Second.

all those in favor/opposed:

Commissioner Fischer: Aye.

Commissioner Humberston: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Chair Bernard: Aye – it passes 5-0.

The Board adjourned as Governing Body for Water Environment Services and re-convened as the Board of County Commissioners for the remainder of the meeting.

### **III. CONSENT AGENDA**

Chair Bernard asked the Clerk to read the consent agenda by title, he then asked for a motion.

#### **MOTION:**

Commissioner Humberston: I move we approve the consent agenda.  
Commissioner Schrader: Second.  
all those in favor/opposed:  
Commissioner Humberston: Aye.  
Commissioner Fischer: Aye.  
Commissioner Schrader: Aye.  
Commissioner Savas: Aye.  
Chair Bernard: Aye – the Ayes have it, the motion passes 5-0.

#### **A. Health, Housing & Human Services**

1. Approval of a Construction Contract with CivilWorks, NW, Inc. for the Shafford Street Reconstruction Improvements Project – *Housing & Community Development*
2. Approval of Professional Services Agreement with Passport To Languages for Interpreter Services to Clackamas County Health Centers patients – *Health Centers*
3. Approval of an Intergovernmental Agreement with Douglas Education Service District for Access to the Early Learning Reporting System and Training to Utilize the System – *Children, Youth & Families*
4. Approval of Local Recipient Grant Agreement with Northwest Family Services for Children of Incarcerated Parents and Parenting Inside Out Services – *Children, Youth & Families*
5. Approval of a Professional, Technical, and Consultant Services Agreement Amendment No. 4 with Lines for Life for Crisis Intervention and Triage Call Coverage – *Behavioral Health*
6. Approval of an Agency Services Contract with NARA Northwest for Culturally Specific Mental Health Services – *Behavioral Health*
7. Approval of an Intergovernmental Agreement with South Metro Area Regional Transit (SMART), a Department of the City of Wilsonville for Transportation Services to Residents Living in Villebois Community Housing Site – *Behavioral Health*
8. Approval of an Agency Services Contract with Asian Health & Service Center for Culturally Specific Mental Health Services – *Behavioral Health*
9. Approval of an Agency Services Contract with Lutheran Community Services Northwest for Culturally Specific Mental Health Services – *Behavioral Health*
10. Approval of a Professional, Technical & Consultant Services Contract with Northwest Housing Alternatives, Inc. for Supported Housing Services – *Behavioral Health*
11. Approval of Amendment No. 3 to the Agency Services Contract with Compass Group USA, Inc. d.b.a. Bateman Community Living for Food Service for Five Clackamas County Older Americans Act Nutrition Program Meal Sites – *Social Services*
12. Approval of a Grant Renewal Amendment No.1 from the US Department of Housing and Urban Development (HUD), Coordinated Housing Access System – *Social Services*



13. Approval of a Grant Renewal Amendment No. 1 from the US Department of Housing and Urban Development (HUD), Continuum of Care Program for the HOPE I Leasing Program, for the Purpose of Providing Permanent Housing – *Social Services*
14. Approval of a Grant Renewal Amendment No. 1 from the US Department of Housing and Urban Development (HUD), Continuum of Care Program for the HOPE II Leasing Program for the Purpose of Providing Permanent Housing – *Social Services*
15. Approval of a Grant Renewal Amendment No. 1 from the US Department of Housing and Urban Development (HUD), Housing Our Families – *Social Services*
16. Approval of a Grant Renewal Amendment No 1 from the US Department of Housing and Urban Development (HUD), Supportive Housing Program for the Housing Our Heroes Project – *Social Services*
17. Approval of a Grant Renewal Amendment No. 1 from the US Department of Housing and Urban Development (HUD), Supportive Housing Program for the Rent Well Rapid Re-Housing Program – *Social Services*

**B. Department of Transportation & Development**

1. Approval of an Intergovernmental Agreement creating the Clackamas County HB 2017 Transit Advisory Committee

**C. Finance Department**

1. **Resolution No. 2018-69** Adopting a Methodology for Calculating Cost of Living Adjustments for Non-Represented Clackamas County Employees
2. Approval of a Lease Agreement with CGF Family Limited Partnership and Clackamas County for Business and Community Services
3. Approval of a Lease Agreement with Willamette Building Partnership and Clackamas County for Health, Housing, and Human Services
4. Approval of a Lease Agreement with Homestead Building LLC and Clackamas County for Health, Housing, and Human Services
5. Approval of a Lease Agreement with OSU Extension Service and Clackamas County
6. Approval of a Contract with DePaul Industries Inc. for Security Screening and Unarmed Security Services for County Departments - *Procurement*

**D. Elected Officials**

1. Approval of Previous Business Meeting Minutes – *BCC*
2. Approval of Amendment No. 1 to the Master Service Agreement with Fieldware LLC to Provide Inmate Notification Services for the Renewal and Reinstatement to the Clackamas County Sheriff's Office Master Agreement, and Ratifying Payment for Previously-Provided Services – *Procurement for CCSO*
3. Request by the Clackamas County Sheriff's Office for Approval of an Amendment to the Corizon Health Medical Services Contract – *Procurement for CCSO*

4. Approval of Contract with Vigilnet America, LLC for Electronic Home Detention Service and Equipment for the Clackamas County Sheriff's Office and the Juvenile Department— *Procurement for CCSO*

**E. Juvenile Department**

1. Approval of Intergovernmental Agreement with the Cities of Gladstone and Milwaukie for Diversion Panel Services

**F. Disaster Management**

1. Approval of Intergovernmental Agreement for the Lending of Fire Agency Personnel within Clackamas County during an Emergency/Disaster Event

**G. Community Corrections**

1. Approval of a Contract with Bridges to Change, Inc. for the Transitional Housing and Mentors Program – *Procurement*
2. Approval of a Contract with CODA Inc. to Provide Alcohol & Drug Assessments of Community Corrections' Clients at the Transition Center

**IV. NORTH CLACKAMAS PARKS & RECREATION DISTRICT**

1. Approval of a Professional Services Contract with 2.ink Studio, P.C. for Milwaukie Bay Park Final Design Services – *Procurement*

**V. WATER ENVIRONMENT SERVICES**

*(Service District No. 1)*

1. Approval of a Personal/Professional Services Contract between Water Environment Services and Portland Engineering, Inc. for Telemetry System Integrator of Records (SCADA) Support – *Procurement*
2. Approval of a Personal/Professional Services Contract between Clackamas County Service District No. 1 and Portland Engineering, Inc. for Telemetry System Integrator of Record (SCADA) Support – *Procurement*

**VI. COUNTY ADMINISTRATOR UPDATE**

<https://www.clackamas.us/meetings/bcc/business>

**VII. COMMISSIONERS COMMUNICATION**

<https://www.clackamas.us/meetings/bcc/business>

**MEETING ADJOURNED – 12:02 PM**



Karen Brisbin  
Justice Of The Peace

CLACKAMAS COUNTY JUSTICE COURT

11750 SE 82ND AVE SUITE D | HAPPY VALLEY, OR 97086

August 2, 2018

Board of County Commissioners  
Clackamas County

Members of the Board:

A Resolution Appointing Justices of the Peace Pro Tempore for the  
Clackamas County Justice of the Peace District

<b>Purpose/ Outcome</b>	Approval of the Resolution Appointing Justices of the Peace Pro Tempore will appoint pro tempore judges to ensure that the Justice Court can continue to hold court during those periods of time when Justice of the Peace Brisbin is temporarily absent or otherwise unable to hold court.
<b>Dollar Amount and Fiscal Impact</b>	Pro Tempore judges are paid at an hourly rate of \$47.22, plus .54 cents per mile for travel to and from the court building.
<b>Funding Source</b>	Justice Court Budget
<b>Safety Impact</b>	None
<b>Previous Board Action/ Review</b>	Annual appointment per ORS 51.260
<b>Contact Person</b>	Laura Anderson, Administrative Services Supervisor 503-794-3816

**BACKGROUND:** When Justice of the Peace Brisbin is temporarily absent or otherwise unable to hold court, justices of the peace pro tempore ensure that the Justice Court can continue to hold court. Pro tempore judges adjudicate violation or civil cases set for first appearance/ arraignment or contest hearing/ trial. The individual recommended for appointment is a Clackamas County attorney in good standing with the Oregon State Bar and meets the eligibility requirements set by Oregon Revised Statutes.

The Resolution has been reviewed and approved by County Counsel.

**RECOMMENDATION:** Staff recommends approval of this Resolution appointing two Clackamas County attorney to serve as justice of the peace pro tempore during the next year.

Respectfully submitted,

Karen Brisbin  
Justice of the Peace

**BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF CLACKAMAS COUNTY, STATE OF OREGON**

A RESOLUTION APPOINTING A  
JUSTICE OF THE PEACE PRO  
TEMPORE FOR THE CLACKAMAS  
COUNTY JUSTICE OF THE PEACE  
DISTRICT

Order No. \_\_\_\_\_

WHEREAS, The Clackamas County Justice of the Peace District (the Justice Court) was created by the Board of County Commissioners (BCC) in February 2009, and Justice of the Peace Karen Brisbin was subsequently appointed by the Governor and has been elected to serve a six (6) year term; and

WHEREAS, Pursuant to ORS 51.260(2), the BCC may appoint justices of the peace pro tempore to ensure that the Justice Court can continue to hold court during those periods of time when Judge Brisbin is temporarily absent or otherwise unable to hold court; and

WHEREAS, Kristen S. David and Wm. Bruce Shepley are eligible to serve as justice of the peace pro tempore being citizens of the United States, residents of Oregon for at least three years, and have maintained a residence or principal office in Clackamas County for at least one year immediately prior to appointment; and

WHEREAS, The BCC, upon the recommendation of Judge Brisbin, finds it is in the public interest to appoint Kristen S. David and Wm. Bruce Shepley, to serve as justices of the peace pro tempore in Clackamas County;

NOW, THEREFORE, IT IS HEREBY RESOLVED that the Board of County Commissioners appoints Kristen S. David and Wm. Bruce Shepley to serve as justices of the peace pro tempore for the Clackamas County Justice of the Peace District. Kristen S. David and Wm. Bruce Shepley shall have the authority to preside over court proceedings as is necessary during times when Judge Brisbin is temporarily absent or otherwise unable to hold court.

IT IS FUTHER RESOLVED that the appointment of Kristen S. David and Wm. Bruce Shepley shall be for a term not to exceed one year from the date this resolution. The appointment, however, is subject to termination in the sole discretion of the BCC at any time prior to the expiration of the term.

ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2018.

By the BOARD OF COUNTY COMMISIONERS

\_\_\_\_\_  
Chair


\_\_\_\_\_  
Recording Secretary

UNDERTAKING FOR  
JUSTICE OF THE PEACE PRO TEM

Whereas Kristen S. David has been duly appointed justice of the peace pro tem in and for the Clackamas County Justice of the Peace District on the 13<sup>TH</sup> day of ~~December~~ <sup>APRIL</sup>, 2018, we, Benjamin Keane and Sam Nelson, hereby undertake that if Kristen S. David shall not faithfully pay over according to law all moneys that shall come into ~~his~~ <sup>her</sup> hands by virtue of such office, then we, or either of us, will pay to the State of Oregon the sum of \$2,500.

Dated this        day of ~~December~~ <sup>APRIL 13, 2018</sup>, 2017.

  
\_\_\_\_\_  
Surety #1

  
\_\_\_\_\_  
Surety #2

Approved on behalf of the Clackamas County Board of Commissioners by:

\_\_\_\_\_  
Jim Bernard, Chair

UNDERTAKING FOR  
JUSTICE OF THE PEACE PRO TEM

Whereas Wm. Bruce Shepley has been duly appointed justice of the peace pro tem in and for the Clackamas County Justice of the Peace District on the 19<sup>th</sup> day of July 2018, we, Daniel Patrick Worum and Neyssa Ellgren Shepley, hereby undertake that if Wm. Bruce Shepley shall not faithfully pay over according to law all moneys that shall come into his hands by virtue of such office, then we, or either of us, will pay to the State of Oregon the sum of \$2,500.

Dated this 19 day of July, 2018.

  
Surety #1

  
Surety #2

Approved on behalf of the Clackamas County Board of Commissioners by:

\_\_\_\_\_  
Jim Bernard, Chair



# Clackamas County Sheriff's Office

CRAIG ROBERTS, Sheriff

August 2, 2018

 COPY

Board of County Commissioners  
Clackamas County

Members of the Board:

Request by the Clackamas County Sheriff's Office to enter into an  
Intergovernmental Agreement with  
The City of Estacada to Provide the City's Police Services

<b>Purpose/Outcome</b>	The Clackamas County Sheriff's Office will provide 1.90 FTE (.15 FTE Lieutenant to serve as Police Chief and 1.75 FTE Patrol Deputies) sworn staff to provide police services for the City of Estacada
<b>Dollar Amount and Fiscal Impact</b>	The estimated billable amount under this Agreement is \$529,495.71. Actual costs will be reconciled and charged to the City of Estacada
<b>Funding Source</b>	The City of Estacada will provide the funds for the 1.90 FTE and associated materials and services costs
<b>Safety Impact</b>	Dedicated police services within the City of Estacada provide the Sheriff's Office to respond to calls for service in a more expedient manner
<b>Duration</b>	The Agreement begins July 1, 2018 with Police Services commencing on October 1, 2018. The Agreement will automatically renew on July 1 <sup>st</sup> of each year unless the Agreement's termination process is invoked
<b>Previous Board Action/Review</b>	The Board of County Commissioners has approved the Sheriff's Office providing Police Services to Estacada in past years
<b>Contact Person</b>	Captain Jeff Smith – Office phone: (503) 785-5008
<b>Contract No.</b>	None

## BACKGROUND:

This Intergovernmental Agreement re-establishes the Clackamas County Sheriff's Office as the provider of police services to the City of Estacada. As in prior fiscal years, actual costs for services will be reconciled and charged to the City of Estacada. This Agreement begins July 1, 2018 while police services commence on October 1, 2018. This Agreement has been reviewed and approved by County Counsel.

## RECOMMENDATION:

Clackamas County Sheriff's Office Staff recommends that the Board of County Commissioners approve and sign this cooperative Intergovernmental Agreement with the City of Estacada.

Respectfully submitted,

  
Matt Ellington,  
Undersheriff

*"Working Together to Make a Difference"*

**INTERGOVERNMENTAL AGREEMENT BETWEEN  
CLACKAMAS COUNTY, OREGON AND THE CITY OF ESTACADA  
RELATING TO LAW ENFORCEMENT SERVICES**

THIS AGREEMENT is entered into this day by and between CLACKAMAS COUNTY, a political subdivision of the State of Oregon (herein referred to as "COUNTY") on behalf of the Clackamas County Sheriff's Office (herein referred to as "CCSO") and the CITY OF ESTACADA, a municipal corporation of the State of Oregon (herein referred to as "CITY") and is applicable to all properties located within the geographic area that constitutes the incorporated limits of the CITY.

WHEREAS, CITY desires to contract with the COUNTY for the provision of law enforcement services within the geographic area that constitutes the incorporated limits of the CITY; and

WHEREAS, the COUNTY, through CCSO has the resources to provide law enforcement services to the CITY; and

WHEREAS, the parties are authorized to enter into such agreements pursuant to Chapter 190 of the Oregon Revised Statutes; and

WHEREAS, CCSO and CITY have established service goals and principles of cooperation that preserve the value of the COUNTY providing independent, responsive and professional law enforcement services while permitting CITY to retain a high level of local service and decision-making in the provision of law enforcement services and agree to the following:

CITY will have the flexibility to determine the level and deployment of certain law enforcement services and to identify service priorities, thereby controlling costs;

CITY, if eligible under this Agreement, shall have the ability to have city police uniforms and markings for police vehicles assigned to the CITY, as outlined in this Agreement;

CCSO employees will work cooperatively with CITY organizations to solve CITY law enforcement concerns to improve the safety and welfare of CITY residents and visitors;

CCSO will provide at a reasonable and predictable cost, efficient, high-quality, appropriate law enforcement services supported by technology to meet the law enforcement goals of CITY that allow the COUNTY to recover the cost of providing services;

CCSO will maintain equity in the provision of law enforcement services to CITY and unincorporated Clackamas County residents.

NOW, THEREFORE, in consideration of the terms and conditions contained herein, it is mutually agreed by and between the COUNTY and CITY as follows:

1. Definitions and Terms. Capitalized terms found in this Agreement shall have the meaning defined in Exhibit C of this Agreement. Otherwise terms not so defined will have their plain meaning.
2. Law Enforcement Services. The COUNTY will make available to the CITY the law enforcement services outlined below:
  - 2.1. Enforcement Services. Enforcement services consist of law enforcement and other related services provided by personnel assigned to a police agency primarily for the benefit of the geographic areas within the boundaries of the CITY except as may be modified by Section 3 of this Agreement. Enforcement services may include:



- 2.1.1. Reactive patrol to enforce state law and CITY-adopted municipal, criminal, and traffic codes and to respond to residents' and business' calls for service;
  - 2.1.2. Proactive patrol to prevent and deter criminal activity;
  - 2.1.3. Traffic patrol to enforce applicable traffic codes;
  - 2.1.4. Community service officers and crime prevention personnel; and
  - 2.1.5. Command and support staff.
- 2.2. Additional Police Services. Additional police services include support for personnel assigned to CITY or specialized personnel not covered under Section 2.1. Additional police services may include:
- 2.2.1. 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. These services are generally supported by crime scene analysis, crime laboratory, identification, and evidence control;
  - 2.2.2. Special operations services such as canine patrol, hostage negotiations, tactical unit, and bomb disposal; and
  - 2.2.3. Communications services, including call receiving, dispatch, and reports.
- 2.3. Police Support Services. Police support services are administrative services that may include legal advisor, planning and statistics, subpoena control, training, accounting, payroll, personnel, labor relations, media relations, fleet control, radio maintenance, purchasing, records, professional standards unit, and other services provided by other county agencies in support of the CCSO. Such services do not include legal services of the Clackamas County District Attorney relating to enforcement of municipal criminal and traffic codes or prosecutions arising thereunder.
3. City Department and Flexible Services Models. Law enforcement services provided to the CITY under this agreement shall be available to the CITY under a City Department Model or a Flexible Services Model, provided that the CITY must select which model and any Optional Services desired.
- 3.1. City Department Model. The City Department Model operates under the philosophy of a municipal police department as to appearance and use of overtime to replace absences from the CITY. This model shall be used if CITY population is over 10,000, if CITY contracts for more than 5 Full-Time Equivalent (FTE) staff (excluding full-time supervisors and/or managers), or by choice if CITY does not otherwise meet population or FTE requirements.
- 3.1.1. The level, degree and type of law enforcement services and the number of positions assigned to those services shall be determined by the CITY in consultation with CCSO.
  - 3.1.2. Positions assigned to the CITY shall be dedicated to work within the CITY limits, subject to responses to assist another jurisdiction or CCSO deputies according to mutually agreed upon criteria.
  - 3.1.3. The number of positions assigned to the CITY will remain constant, however CITY recognizes that the number of personnel may vary to the extent that positions are vacant or positions are filled but not available for assignment, including recruits and personnel on long-term disability leave, vacation leave, sick leave or other leave. In accordance with Section 7.7, the transfer of personnel will be coordinated by CCSO, in consultation with the CITY Manager or their designee, to minimize the impact of potential vacancies.
  - 3.1.4. The City Department Model will include a manager designated as the Chief of Police.

- 3.1.5. Support and administrative services shall be provided to the CITY at the level, degree and type as provided by the COUNTY in unincorporated Clackamas County, except as otherwise modified by CITY's election of Optional Services in Section 7.3.
  - 3.1.6. Additional police services may be purchased by the CITY and assigned for the sole benefit of the CITY, provided they are Optional Services as defined in Exhibit C.
  - 3.1.7. The City Department Model provides the option of city identification as outlined in Section 7.11.
- 3.2. Flexible Services Model. The Flexible Services Model operates under the philosophy of a CCSO patrol district encompassing the geographic areas within the boundaries of the CITY. In the event of a temporary absence, including but not limited to sick time or court appearances, the district position will remain unfilled and calls for service will be handled by the adjoining CCSO district car in accordance with CCSO practice and procedures. This model shall be used if CITY population is under 10,000 and CITY contracts for 5 or fewer FTE staff (excluding full-time supervisors and/or managers) unless CITY selects the City Department Model.
- 3.2.1. The level, degree and type of law enforcement services and the number of positions assigned to those services shall be determined by the CITY in consultation with CCSO.
  - 3.2.2. Positions assigned to the CITY shall be dedicated to work within the CITY limits, subject to responses to assist another jurisdiction or CCSO deputies according to mutually agreed upon criteria.
  - 3.2.3. The number of positions assigned to the CITY will remain constant, however CITY recognizes that the number of personnel may vary to the extent that positions are vacant or positions are filled but not available for assignment, including recruits and personnel on long-term disability leave, vacation leave, sick leave or other leave. In accordance with Section 7.7, the transfer of personnel will be coordinated by CCSO, in consultation with the CITY Manager or designee, to minimize the impact of potential vacancies.
  - 3.2.4. The Flexible Services Model will include a manager assigned part-time designated as the Chief of Police.
  - 3.2.5. Support and administrative services shall be provided to the CITY at the level, degree and type as provided by the COUNTY in unincorporated Clackamas County, except as otherwise modified by CITY's election of Optional Services in Section 7.3.
  - 3.2.6. Additional police services may be purchased by the CITY and assigned for the sole benefit of the CITY, provided they are Optional Services as defined in Exhibit C.
  - 3.2.7. The Flexible Services Model does not provide the option of city identification as outlined in Section 7.11.
4. City Law Enforcement Services.
- 4.1. 2018-19 City Law Enforcement Services. Beginning on July 1, 2018 COUNTY will start to collect payment from CITY for the services outlined in Exhibit A. Beginning October 1, 2018, the COUNTY agrees to provide to the CITY the level, degree and type of "enforcement service," "additional police service," and "police support service" in accordance with Exhibit A.
  - 4.2. Revisions to City Law Enforcement Services. In 2018-19 and thereafter, revisions to CITY law enforcement services shall be made in accordance with Section 5.7.

5. Compensation.

- 5.1. Development of Service Costs. The COUNTY shall develop service costs for each Enforcement Service, Additional Police Service, and Police Support Service provided by the CCSO.
  - 5.1.1. Service costs shall include, but not be limited to, salary, benefits and special pays, if any, for personnel providing the service, along with any associated clothing allowance, quartermaster, overtime, supplies, services, telephone, motor pool, lease cars, systems services, insurance, equipment and associated administrative costs. If not already included, costs shall include adjustments for cost-of-living and inflation.
  - 5.1.2. Service costs shall not include the cost of services for Sheriff's activities required by state law, provided only within unincorporated Clackamas County, or supported by a dedicated revenue source, and services excluded from cost allocation at the discretion of the COUNTY. For the purpose of this agreement, such services and their associated administrative costs shall be considered non-chargeable.
  - 5.1.3. Service costs shall be based on the actual CCSO budget which reflects the deduction of certain revenue sources (i.e., grants funds, etc.).
- 5.2. Development of Unit Costs. The COUNTY shall develop Unit Costs for each Enforcement Service and Additional Police Service based on costs associated with Full-Time Equivalent (FTE) personnel performing services to CITY under this Agreement. Unit costs are listed in Exhibit A.
- 5.3. Calculation of CITY's Estimated Agreement Amount. Service costs and Unit Costs shall be the basis for calculating the CITY's Estimated Agreement Amount for services. The CITY shall be charged for services on the basis of FTE's (full-time equivalents), workload billing factors, or direct pass-through of expenses.
- 5.4. CITY's Estimated Agreement Amount. The CITY's Estimated Agreement Amount for services for Fiscal Year 2018-19 is represented in Exhibit A. The COUNTY agrees to revise the estimated amount annually as provided in Section 5.7.
- 5.5. Mid-year Adjustment. Mid-year supplemental appropriations requested by the CITY will be reflected as adjustments in the current year Final Exhibit A and billed on the monthly billings as outlined in Section 5.6 beginning on the next month's invoice.
- 5.6. Billing. Actual costs for the City's Police Services will be reconciled and billed to the City on a monthly basis. Payments shall be due within 30 days after invoicing by the COUNTY. In the event the CITY fails to make a monthly payment within 30 days of billing, the COUNTY may charge an interest rate of one-half percent (.5%) per month.
  - 5.6.1. If the CITY and COUNTY are in disagreement over a portion of the bill, the CITY can withhold the disputed portion of the bill by placing the amount in escrow and following the process outlined in Section 24.3 for resolution of Agreement dispute issues.
  - 5.6.2. The COUNTY will not charge interest on the disputed portion of the bill nor will it begin the termination process as outlined in Section 12.5 so long as the CITY follows the process outlined in Section 5.6.1 and pays the non-disputed portion of the bill within 30 days of billing.

5.7. Future Revisions to City Law Enforcement Services and Agreement Amount.

5.7.1. Beginning annually in 2018, by May 15, or the first working day thereafter, the COUNTY shall provide the CITY with an estimate of the Police Services costs for the next fiscal year by means of a "Proposed" Exhibit A labeled "Draft." If the CITY accepts Exhibit A as proposed, the CITY shall notify COUNTY to execute the continuation of the agreement as outlined in Section 5.7.3.

5.7.2. By May 30, or the first working day thereafter, the CITY shall notify the COUNTY of any changes in service or model for the next fiscal year. By June 15, or the first working day thereafter, the COUNTY shall provide the CITY with a revised estimated agreement amount in the form of a "Revised" Exhibit A labeled "Draft" based on the changes in service requested by the CITY. If the CITY accepts the Revised Exhibit A, the CITY shall notify the COUNTY to execute the continuation of the agreement as outlined in Section 5.7.3.

5.7.3. When COUNTY and CITY agree the "Proposed" or "Revised" Exhibit A reflects the level of services and model to be provided by the COUNTY to the CITY for the next fiscal year, COUNTY will provide CITY a "Proposed" or "Revised" Exhibit A labeled "Final" for signature. Once a signed copy is received by COUNTY, it shall also sign and provide a signed copy to CITY.

5.7.4. Recognizing the importance of labor-relations practices and agreements, as well as the cost of personnel, in the event that CITY changes in service or model will reduce personnel assigned to CITY, both parties agree to communicate anticipated reductions as soon as first contemplated to assist in ensuring stability of the workforce and planning respective budgets.

5.7.4.1. If the COUNTY can immediately absorb the reduction in personnel there shall be no costs associated in meeting personnel reductions to the CITY.

5.7.4.2. In the event the COUNTY can not immediately absorb the reduction in personnel both parties shall meet to discuss timing and costs associated in meeting personnel reductions.

5.8. Limit on Annual Growth for Selected Expenditures. A cap on growth in charges shall be in place for the sum of the following group of items listed in Exhibit A: quartermaster and vehicle cost (except for vehicle and fuel), Additional Police Services, and Police Support Services. The annual growth in the sum of these costs shall not exceed 8%. All other charges, including but not limited to any costs related to existing contractual obligations or labor contracts in negotiations, binding arbitration requirements, federal or state court mandates, federal or state law requirements, direct pass-through (i.e. Dispatch/Communications) and allocated expenses, recommendations of the Oversight Committee that have a fiscal impact and are approved by the COUNTY, or any other costs determined by the full Oversight Committee (See, this Agreement, section 25) to be beyond the COUNTY's control, shall not be subject to this cap.

5.9. Application. The CITY hereby agrees to pay for Discretionary Overtime expenses separately as provided in Section 5.11. Only Dedicated police and Dedicated support staff overtime, salary, special pay, and benefit costs are covered by this section.

5.9.1. The CITY agrees to pay for actual overtime, salary, special pay, benefit, vehicle maintenance, and fuel costs.

5.9.2. If the CITY has a population of under 20,000 and exceeds its budgeted amount for overtime, special pay, salaries, and benefits by more than five percent, it will have the option to pay the amount exceeding five percent over the remainder of the fiscal year following Reconciliation as provided in Section 5.10. The CITY is responsible for

paying the overage that does not exceed five percent in the month following Reconciliation.

- 5.9.3. Both parties acknowledge that certain employment leaves of absence are protected by law, as well as the effect of extended leaves on an organization. In the event of a protracted leave (30 days or longer) the parties shall make every effort to replace the personnel during the period of protected leave by the 30<sup>th</sup> day of the leave and with as little impact to the City as possible.
- 5.9.4. In the event a deputy assigned to the CITY becomes injured or is subject to an extended leave due to an overtime shift working expressly for the COUNTY, the CITY shall only be responsible for straight-time salary to replace that person within the CITY until their return. Discretionary Overtime associated with that position shall still be the responsibility of CITY.
- 5.9.5. Upon termination of this Agreement between the CITY and the COUNTY, the CITY is obligated to pay all incurred overtime, special pay, salaries, and benefits overage costs by the termination date.
- 5.10. Reconciliation. CCSO shall reconcile actual CITY costs on a monthly basis. CITY will be billed for the actual, reconciled cost as indicated in Section 5.6 of this agreement.
- 5.11. Discretionary Overtime. It is the intent of the CITY and the CCSO to provide operational overtime when requested for special events, dignitary protection and unusual occurrences. Overtime, when requested in these categories, will be billable at the actual overtime rate of the deputy(s) working. Responses to events listed below are treated as if the event were occurring in any other jurisdiction, with the responsibility falling on that jurisdiction.
  - 5.11.1. If the CITY requests and utilizes CCSO deputies on overtime for special events within the CITY, the actual deputy overtime expenditure will be billed to the CITY following the event. This billing will occur with the standard monthly billing, in accordance with Section 5.6. Examples include, but are not limited to, park patrol, parades, and community events.
  - 5.11.2. If the CITY experiences a disaster or unusual occurrence that is confined within its boundaries and officer overtime is requested by the CITY Police Chief 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, riot, or union strike.
  - 5.11.3. 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, then the CITY will be responsible for the direct overtime expense, less any mutual aid provided. Examples of disasters may include, but are not limited to, flooding, windstorms, and sink holes.
  - 5.11.4. The CCSO provides dignitary protection, when requested by the dignitary's security detail, when the dignitary arrives in the COUNTY and assists in escorting the dignitary to the CITY. If the dignitary detail includes the US Secret Service, other Federal Government Agencies, or CCSO, then the CITY is not responsible for expenses related to that detail. In the event a dignitary requiring federal, state, or local protection visits the CITY, CITY expense will be confined to meeting the CITY's established level of service for the dignitary visit, in the determination of overtime. Examples of dignitary protection services by CITY may include, but are not limited to, traffic and crowd control related to visits from the Office of the President of the United States and foreign dignitaries. The CITY Manager, or designee, in consultation with the CITY Police Chief, will establish the level of service to be provided.

- 5.11.5. The CCSO is a full-service agency and has a number of specialized services and programs including Investigations Division, Special Weapons and Tactics (SWAT), Hostage Negotiations (HNT), Crime Reconstruction and Forensics Team (CRAFT) and many others. CCSO will not charge CITY for usual and customary specialized services. However, for such services, both parties agree to meet and mutually agree upon payment for the cost incurred as a result of an extended callout (i.e. one that spans more than one operational period) or major event.
- 5.11.6. Billing Process. The CITY Police Chief will ensure the proper accumulation and coding all special event overtime forms.
6. Decisions and Policy-Making Authorities. The COUNTY will provide the services identified in Exhibit A in accordance with the following:
- 6.1. Operational Decisions and Policy-Making Authorities. The respective authorities of the CITY and the COUNTY to make operational decisions and develop and implement policies shall be governed by the guidelines contained in Exhibit B "Roles and Responsibilities of Contract Service Personnel" (Exhibit B), attached hereto and incorporated by this reference.
- 6.2. CITY Police Chief. The CITY may designate a CCSO Lieutenant assigned to the CITY to act in the capacity of the police chief in accordance with Section 7.14.
7. Special Provisions.
- 7.1. Use of Non-Sworn Personnel. To ensure efficiency and the best use of public funds, the CITY and the COUNTY intend to increase the use of non-sworn personnel wherever appropriate. The parties agree that such use must be consistent with the language and spirit of the Collective Bargaining Agreement negotiated by the COUNTY with the Clackamas County Peace Officers' Association (CCPOA).
- 7.2. CITY Purchases. The CITY shall supply at its own cost and expense any special supplies, stationary, notices, and forms where such must be issued in the name of the CITY. If the forms are specific to the police department, they shall include language similar to "In partnership with the Clackamas County Sheriff's Office" where the CITY's police department is named. The COUNTY shall provide supplies and equipment routinely provided to its deputies. When the CITY purchases or leases any equipment for use of CCSO personnel assigned to the CITY, prior written approval is necessary from the COUNTY to ensure the equipment can be integrated into applicable COUNTY systems. Routine supplies and equipment include, but are not limited to, paper, staplers, paperclips, and shared desktop computers. The COUNTY will not approve items it can provide at an equal or lower cost or that are not standard issue.
- 7.2.1. Technology or Specialized Equipment. The CCSO agrees to provide deputies who are trained and equipped with such technology as is customarily provided to its patrol deputies. Such technology may include, but is not limited to: mobile data computers (MDCs), computer access to criminal history data and other like data, and other current technology utilized within law enforcement. Any technology not currently in use or not customarily provided to patrol deputies, may be requested by the CITY, and the COUNTY and the CITY agree to meet and confer over the need for acquisition, training, or use. The final decision shall be that of the Sheriff, and the CITY shall be responsible for the cost of adding technology or specialized equipment not currently in use or customarily provided to patrol deputies, which is requested by the CITY and approved by the COUNTY. The COUNTY shall obtain and maintain the equipment and the expenses shall be passed-through on the CITY's regular monthly billing.

- 7.3. Charges for Optional Services. To the extent the CITY does not select one or more services designated as optional, the COUNTY will not charge the CITY for those services. In the event that any Optional Services are recommended by the CITY's Police Chief or his/her designee with the appropriate authority, the CITY agrees to meet with the Sheriff or his/her designee to discuss the scope of the project and costs, to arrive at a separate written agreement for delivery of those services. If the Optional Service is for the remainder of the fiscal year, cost and billing shall be considered a mid-year adjustment as identified in Section 5.5.
- 7.4. CITY Police Facility. Office space shall be provided within two years of initial services provided under this Agreement at a location acceptable to both CCSO and CITY and office equipment such as a phone and copy machine will be provided as the CITY deems necessary for the assigned deputies. A CITY may purchase or lease its own facility and provide for the operation and maintenance of the facility. The facility must meet or exceed all applicable city, county, state and federal codes and requirements. The facility must also adequately meet the space and security needs of permanently assigned CCSO personnel as well as provide the necessary infrastructure to support COUNTY systems used by assigned staff. The CITY will be responsible for all charges associated with the planning, design, construction, and/or renovation of the facility and property.
- 7.5. Use of CITY Facility by CCSO. The CITY and COUNTY agree that incidental use of a CITY facility by CCSO personnel shall not be charged to the COUNTY provided personnel are not permanently assigned or required to report for duty at such location.
- 7.6. Observation of Labor Negotiations. The CITY may participate with other cities that contract with the COUNTY for law enforcement services to select no more than two representatives (total) to observe labor negotiations between the COUNTY and the CCPOA, provided that such observers adhere to rules established by the COUNTY and may be excluded at any time by the lead COUNTY negotiator. The Oversight Committee (See, Section 25) shall designate the two people selected for this section.
- 7.7. Stabilization of Personnel. The CCSO will coordinate transfers to minimize the time positions are vacant, as well as the impact of vacancies to CITY.
  - 7.7.1. Deputies will not be granted a lateral transfer out of the CITY unless authorized by the language in the CCPOA Collective Bargaining Agreement, except with the concurrence of the CITY Manager or designee.
  - 7.7.2. Timing and replacement of CITY-assigned staff who are promoted to a position outside the CITY will be managed with the concurrence of the CITY Manager or designee.
  - 7.7.3. In the assignment of deputies, the COUNTY shall use, whenever possible, deputies who volunteer for duty within the CITY. Duration of assignment and selection of non-voluntary personnel shall be accomplished in accordance with the CCPOA Collective Bargaining Agreement.
  - 7.7.4. Notwithstanding the CCSO's exclusive authority to assign deputies, the CITY shall retain the right to meet and confer with the Sheriff with respect to those personnel who are assigned to work with the CITY. In the event the CITY has requested the reassignment of personnel and the Sheriff does reassign the personnel, the reassignment shall not be considered disciplinary. Issues of discipline or performance will be exclusive to the Sheriff.

- 7.8. Assignment of Detectives. When the CITY purchases dedicated detective services, the CITY may choose which detective shall be assigned from a list of qualified candidates provided by the Sheriff. The CITY may choose to conduct interviews or some other process consistent with employment law and COUNTY policy and procedure.
- 7.9. Additional Training. The CITY may provide training in addition to that provided by the COUNTY. Additional training shall be approved by the CCSO and the cost shall be borne by the CITY.
- 7.10. Cost Effect of Service Decisions. The CITY's Unit Costs shall not be raised as a result of another CITY's decision regarding the level or makeup of services, but does not affect the COUNTY's decision to eliminate particular services to CITY. Examples of such services include, but are not limited to, traffic enforcement unit and school resource officers.
- 7.11. CITY Identification. The CITY, if using the City Department Model, may opt to use uniforms and operate vehicles that display the CITY's identity as outlined in this section for personnel assigned full-time to the CITY. Costs related to the uniforms and vehicles, beyond the quartermaster allowance, shall be borne by the CITY. The CITY may retain items that were specifically purchased by the CITY (e.g., bicycle uniforms).
  - 7.11.1. Cost mitigation. Recognizing the cost(s) involved with identifying, selecting, and purchasing uniforms and unique vehicle markings, the Oversight Committee (See, Section 25) will work to identify one design for uniform colors and vehicle markings to be used as the City option for all contracting cities to use, with CITY shoulder patch and CITY logo on the vehicles, if desired.
  - 7.11.2. Uniforms. CITY may opt to have deputies assigned to the CITY wear the optional City uniform approved by the Oversight Committee. The CITY may design shoulder patches subject to CCSO approval; however, the CCSO badge shall be retained on the uniform.
  - 7.11.3. Vehicles. Each CITY may opt to use the optional City vehicle graphics approved by the Oversight Committee. Some form of the CCSO logo and language similar to "In partnership with the Clackamas County Sheriff's Office" must be displayed on the vehicles.
- 7.12. Start-up Costs. When a CITY starts new contracted services, or an existing contract requests new FTE, the CITY agrees to reimburse the COUNTY for salary, benefit, add to pay, quartermaster, and applicable vehicle and fuel costs incurred toward hiring and training deputies in the twelve months prior to their being assigned to the CITY. These costs shall be billed on the regular monthly billing the first month following the approval for additional personnel.
- 7.13. Asset Seizure. The CCSO 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 CCSO within the CITY.
- 7.14. Chief of Police. The CCSO shall provide a Lieutenant to act as Chief of Police for the CITY. The CITY may choose which lieutenant shall be assigned from a list of qualified candidates provided by the Sheriff. The CITY may choose to conduct interviews or some other process consistent with employment law and COUNTY policy and procedure, to select a Chief of Police. The duties of the Chief of Police include:
  - 7.14.1. Working with the CITY Manager, or designee, to establish goals and objectives for CITY police services that reflect the specific needs within the CITY.



- 7.14.2. Coordinating police activities within the CITY, including scheduling and CITY-specific protocols and procedures.
- 7.14.3. Coordinating the duties of deputies assigned to the CITY as specific needs arise, as requested by the CITY Manager, or designee, within the context of established CCSO policies and procedures.
- 7.14.4. Oversight of the implementation within the CITY of all COUNTY employment and CCSO policies and procedures. Notification of the CITY Manager, or designee, of any COUNTY or CCSO procedure changes, which either supplement or potentially detract from the CITY's goals and objectives for police service.
- 7.14.5. Identification of areas of supplemental training for deputies assigned to the CITY. Making recommendations to the CITY Manager, or designee, for training not provided by CCSO

7.15. Computers.

- 7.15.1. The CCSO will provide a laptop and appropriate accessories or access to a shared desktop computer to every sworn FTE provided to the CITY.
- 7.15.2. The CCSO Information Technology Section will be responsible for the repair and maintenance of all equipment, software, and accessories that are used in conjunction with the mobile computing program.
- 7.15.3. Replacement computers will be furnished via the CCSO Information Technology Section budget, as needed.

8. Reporting.

- 8.1. Reporting Districts. Reporting districts coterminous with the CITY boundaries will be maintained to enable accurate data collection on law enforcement services provided and criminal activity.
- 8.2. Notification of Criminal Activity. The CITY Police Chief will notify the CITY in the event of a significant criminal occurrence within the CITY.
- 8.3. Monthly Reports. The CCSO will report monthly on criminal activity and on law enforcement services provided by this Agreement.

9. Personnel and Equipment. The COUNTY is acting hereunder as an independent contractor so that:

- 9.1. 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 CCSO Policy and Procedures.
- 9.2. Status of Employees. All persons rendering service to CITY hereunder shall be for all purposes employees of the COUNTY, except that the CITY may hire non-commissioned CITY employees pursuant to Section 7.1.
- 9.3. Liabilities. All liabilities for salaries, wages, any other compensation, injury, or sickness arising from performance of the law enforcement services by the COUNTY hereunder shall be that of the COUNTY.
- 9.4. Provision of Personnel. The CCSO shall furnish all personnel and such resources and material deemed by the CCSO as necessary to provide the level of law enforcement service herein described.

- 9.5. Municipal Violations. CCSO commissioned personnel assigned to the CITY shall cite violations of municipal ordinances into the CITY's municipal court when applicable.
10. CITY Responsibilities. In support of the COUNTY providing the services described in Exhibit A, the CITY promises the following.
- 10.1. Municipal Code. The CITY shall, to the extent reasonably possible taking into consideration local circumstances, endeavor as it adopts local ordinances to have such ordinances be consistent with ordinances of the COUNTY and/or state law. It is recognized that it is in the interest of both parties to this agreement that reasonable uniformity of common regulations will promote efficient provision of law enforcement services.
11. Duration. This Agreement is effective upon authorization and signature by both parties, except that parties agree that services and charges shall commence on July 1, 2018. The Agreement shall automatically renew annually on July 1<sup>st</sup> of each year when a new Final Exhibit A is signed by both parties, unless the termination process is invoked in accordance with Section 12.
12. Termination Process. Either party may initiate a process to terminate this agreement as follows:
- 12.1. Notice of Intent to Terminate. Except as provided in Section 12.5 any party wishing to terminate the agreement shall issue a written notice of intent not less than 45 days prior to issuing an 18-month written notice under section 12.2 of this Agreement. Following receipt of the written notice of intent, the CITY Manager and the Sheriff will meet to discuss the intention to terminate services and review alternatives and impacts, among other matters.
- 12.2. Written Notice of Termination. The terminating party shall provide at least 12 months written notice to the other party.
- 12.3. Transition Plan. Within 120 days of the receipt of such written termination notice, the parties shall commence work on and complete a mutually agreed-upon transition plan providing for an orderly transition of responsibilities from the COUNTY to the CITY. 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.
- 12.3.1. Mutually agreed upon hiring. In the event the CITY wishes to hire any CCSO Deputy who is performing services for the CITY to a full or part-time position as a law enforcement officer within one (1) year of the termination or expiration of this agreement, or within one (1) year of the date a CCSO Deputy stops performing services for the CITY, the CITY Manager shall meet with the Sheriff to discuss the personnel and service delivery impacts on the unincorporated areas of the COUNTY.
- 12.4. Limitation of Liabilities.
- 12.4.1. Termination will not prejudice either party's right to tort liability coverage under this Agreement for any covered liability incurred prior to the date of termination.
- 12.4.2. Neither party shall be liable to the other for any incidental or consequential damages arising out of or related to this Agreement. Neither party shall be liable for any damages of any sort arising solely from the termination of this Agreement or any part hereof in accordance with its terms.
- 12.5. Termination for Non-payment. The COUNTY may, upon 60 days written notice, in its sole discretion, terminate this agreement, either in its entirety or for a particular law enforcement service, if the CITY fails to meet its payment obligation under this Agreement.

13. Indemnification.

13.1. CITY Held Harmless. Subject to the Oregon Tort Claims Act and the Oregon Constitution including but not limited to, the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, the COUNTY shall defend, indemnify and save harmless the CITY and its officers, employees and agents from any and all costs, claims, judgments, or awards of damages, resulting from the acts or omissions of the COUNTY, its officers, deputies, employees, or agents associated with this Agreement. 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, rules, regulations, resolutions, customs, policies, or practices. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such CITY ordinance, rule, regulation, resolution, custom, policy, or practice 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 both, the CITY shall satisfy the same.

13.2. COUNTY Held Harmless. Subject to the Oregon Tort Claims Act and the Oregon Constitution, the CITY shall defend, indemnify and save harmless the COUNTY, its officers, deputies, employees and agents from any and all costs, claims, judgments or awards of damages, resulting from the acts or omissions of the CITY, its officers, employees or agents associated with this Agreement. In executing this Agreement, the CITY does not assume liability or responsibility for or in any way release the COUNTY from any liability or responsibility which arises in whole or in part from the existence or effect of COUNTY ordinances, rules, regulations, resolutions, customs, policies, or practices. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such COUNTY ordinance, rule, regulation, resolution, custom, policy or practice is at issue, the COUNTY shall defend the same at its sole expense and if judgment is entered or damages are awarded against the COUNTY, the CITY, or both, the COUNTY shall satisfy the same.

14. No Third-Party Beneficiary. The COUNTY does not intend by this Agreement to assume any contractual obligations to anyone other than the CITY, and the CITY does not intend by this Agreement to assume any contractual obligations to anyone other than the COUNTY. The COUNTY and CITY do not intend that there be any third-party beneficiary to this Agreement.

15. Insurance Coverage.

15.1. Commercial General Liability Insurance.

15.1.1. CITY shall obtain and maintain at all times during the course of this Agreement commercial general liability insurance coverage pursuant to the Oregon Tort Claims Act and subject to the limits of the Act covering Bodily Injury and Property Damage on an "occurrence" form in the amount of not less than \$1 Million per occurrence/\$2 Million general aggregate for the protection of the COUNTY, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this Agreement.

15.1.2. COUNTY agrees to maintain an actuarially sound self-insurance fund sufficient to cover its obligations under Section 13.1.

15.2. Auto Liability Insurance

15.2.1. CITY shall also obtain, at CITY's expense, and keep in effect during the term of the agreement, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The Combined Single Limit per occurrence shall not be less than \$1 Million.

- 15.3. Workers' Compensation Insurance
- 15.3.1. CITY, if it is an employer of one or more workers subject to workers' compensation coverage under ORS Chapter 656, shall qualify as an insured employer under ORS 656.017 or as an exempt employer under ORS 656.126. CITY shall maintain employer's liability insurance with limits of \$1,000,000 each accident, \$1,000,000 disease each employee, and \$1,000,000 each policy limit
- 15.4. Additional Insured Provision. All liability insurance shall include "Clackamas County, its agents, officers, and employees" as an additional insured.
- 15.5. Notice of Cancellation. There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice to the COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to the COUNTY. The 60-days' notice of cancellation provision shall be physically endorsed on to the policy.
- 15.6. Insurance Carrier Rating. Coverages provided must be underwritten by an insurance company deemed acceptable by the COUNTY. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. The COUNTY reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
- 15.7. Self-Insurance. CITY may fulfill its insurance obligations herein through a program of self-insurance, provided that the CITY's self-insurance program complies with all applicable laws, and provides insurance coverage equivalent in both type and level of coverage that satisfies this Section 15. If the CITY is self-insured, the COUNTY Risk Manager must approve the self-insurance, in writing, as satisfying this section.
16. Non-discrimination. The COUNTY and the CITY certify that they are Equal Opportunity Employers.
17. Assignment. Neither the COUNTY nor the CITY shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other party.
18. 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.
19. Notice. Any formal notice or communication to be given by the COUNTY to the CITY under this Agreement shall be deemed properly given if personally delivered, or mailed postage prepaid and addressed to:

CITY OF ESTACADA  
 475 SE Main Street  
 Estacada, Oregon 97023

Any formal notice or communication to be given by the CITY to the COUNTY under this Agreement shall be deemed properly given if personally delivered, or mailed postage prepaid and addressed to:

CLACKAMAS COUNTY SHERIFF'S OFFICE  
 2223 Kaen Road  
 Oregon City, Oregon 97045

The name and address to which notices and communications will be directed may be changed at any time by either the CITY or the COUNTY provided that such notice has been given to the other party.

20. COUNTY as an Independent Contractor. The COUNTY 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 COUNTY or any of the COUNTY's agents or employees. The COUNTY shall retain all authority for rendition of services, standards of performance, control of personnel, and other matters incident to the performance of services by COUNTY pursuant to this Agreement.
21. No Real Property Acquisition or Joint Financing. This Agreement does not provide for the acquisition, holding or disposal of real property. Nor does this Agreement contemplate the financing of any joint or cooperative undertaking. There shall be no budget maintained for any joint or cooperative undertaking pursuant to this Agreement.
22. Headings. The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and shall not be used to construe the meaning or to interpret this Agreement.
23. Construction. The parties agree and acknowledge that the rule of construction that ambiguities in a written agreement are to be construed against the party preparing or drafting the agreement shall not be applicable to the interpretation of this Agreement.
24. Agreement Administration.
  - 24.1. Agreement Administrators. The CITY Manager, or designee, and the CITY Police Chief shall serve as agreement administrators to review Agreement performance and resolve operational problems.
  - 24.2. Referral of Unresolved Problems. The CITY Manager, or designee, shall refer any police service operational problem, which cannot be resolved, to the CCSO Patrol Division Commander, and if still not resolved to the Clackamas County Sheriff. The Sheriff and CITY Manager shall meet as necessary to resolve such issues. Unresolved problems shall be referred to the Oversight Committee (See, Section 25) for assistance in resolution.
  - 24.3. Agreement Dispute Issues. Agreement dispute issues involving Agreement language interpretation, cost, and other non-operational matters shall be referred to the Sheriff, the Chair of the Oversight Committee, and the affected party or parties to review and resolve. In the event that the dispute involves the city of the Oversight Committee Chair, the Oversight Committee will designate an alternate CITY Manager to serve as Chair of the Oversight Committee for the purpose of resolving the specific issue. Any unresolved problems shall be referred to the full Oversight Committee for assistance in resolution.
25. Agreement Oversight.
  - 25.1. Oversight Committee. The CITY and the COUNTY agree to establish an Oversight Committee consisting of the City Managers, or their designees, of the cities that contract with the COUNTY for law enforcement services, the Clackamas County Sheriff, or his/her designee, and the CCSO Patrol Division Commander. Each City, the Sheriff or designee, and CCSO Patrol Division Commander shall each have one vote. The Committee may decide to invite selected non-committee members to attend meetings as observers.
  - 25.2. Scope of Committee. The committee shall meet at least quarterly to ensure the parties comply with the provisions of this Agreement, including the administration of the Agreement and the management and delivery of police services under the Agreement. The committee will elect a chair each July 1<sup>st</sup> who is responsible for holding the meetings and providing a person to keep the minutes of each meeting for the duration of their term as chair.

- 25.2.1. The CITY's member of the Oversight Committee may make recommendations on any issue affecting Agreement costs and conditions, such as the budget for the CCSO, personnel recruitment, training and standards, and collective bargaining issues. These recommendations may reflect approval or disapproval of any COUNTY proposal relating to these issues and shall be submitted to the Sheriff as appropriate.
  - 25.2.2. If an operational problem or Agreement dispute is referred to the Oversight Committee pursuant to sections 24.2 or 24.3 of this Agreement, the Oversight Committee will meet and attempt to resolve the problem or dispute. If the Oversight Committee is unable to resolve the problem or dispute, parties may pursue suitable remedies.
  - 25.2.3. The Oversight Committee may recommend amendments to this Agreement to be approved by each CITY in accordance with the terms of this Agreement. A majority of a quorum of the Oversight Committee will constitute approval of a recommended amendment.
26. Amendments. This Agreement may be amended at any time by mutual written agreement of the CITY, the Clackamas County Sheriff, and the Board of County Commissioners.
  27. Filing. Copies of this Agreement, signed by the Chair of the Board of Commissioners, the Sheriff, the CITY Mayor and CITY Attorney, shall be filed with the CITY and the Clackamas County Clerk.
  28. Entire Agreement. This Agreement and Exhibits A, B, C contain all of the agreements of the parties with respect to any matter agreed hereto. Any prior agreements, promises, negotiations or representations of or between the parties, either oral or written, relating to the subject matter of this Agreement, which are not expressly set forth in this Agreement are null and void and of no further force or effect.
  29. Waiver. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach thereof. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted by a party must be in writing to be effective, and shall apply solely to the specific instance expressly stated.
  30. Severability. If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

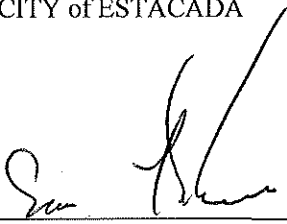
Debt Limitation. This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.

**[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the parties have caused this agreement to be executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

CITY of ESTACADA


CLACKAMAS COUNTY



Sean Drinkwine  
Mayor

6-27-18

Date

 (undersheriff Ellington)

Craig Roberts  
Clackamas County Sheriff

7/23/18

Date



Denise Carey  
City Attorney- manager

6-27-18

Date

Jim Bernard  
Chair, Clackamas County Board

Date

**EXHIBIT A:  
CLACKAMAS COUNTY SHERIFF'S POLICE SERVICES COST SHEET**

<b>Estacada</b>						Dedicated or Flex Model:	Flex Model
<b>FY 2018-19 Police Services</b>						Draft or Final:	Final
<b>Exhibit A</b>						Date:	20-Jun-18
<b>Dedicated Police Services</b>	<b>Units</b>	<b>Salary</b>	<b>Benefits</b>	<b>Other</b>	<b>Total Cost</b>	<b>FTEs</b>	
<b>Sworn</b>							
Police Chief (Lieutenant)	0.15	\$ 128,848.00	\$ 97,280.24	\$ 15,233.25	\$ 36,204.22	0.15	
Sergeant							
Detective							
Patrol Deputy	1.75	\$ 74,880.04	\$ 56,534.43	\$ 3,707.28	\$ 236,463.06	1.75	
School Resource Officer		\$ 74,880.04	\$ 56,534.43	\$ 3,707.28	\$ -	1.00	
Traffic Enforcement Deputy							
<b>Non-Sworn</b>							
Community Service Officer							
Overtime	1.75			\$ 18,360.11	\$ 32,130.19	1.75	
<b>Cost of Dedicated Personnel, Subject to Reconciliation</b>					<b>\$ 304,797.48</b>	<b>1.90</b>	
<b>Fuel and Vehicle Maintenance</b>							
	<b>Units</b>		<b>Fuel</b>	<b>Maintenance</b>			
Patrol Vehicle	1.75		\$ 2,887.00	\$ 3,807.00	\$ 11,714.50	1.75	
Patrol Vehicle (4x4)							
Patrol Vehicle (Traffic Unit)							
Unmarked Vehicle	0.15		\$ 1,470.00	\$ 3,807.00	\$ 791.55	0.15	
Motorcycle							
<b>Cost of Fuel and Vehicle Maintenance, Subject to Reconciliation</b>					<b>\$ 12,506.05</b>	<b>1.90</b>	
<b>Quartermaster and Vehicle Cost</b>							
	<b>Units</b>			<b>Expense</b>			
<b>Uniform, Equipment, and Supplies (Quartermaster)</b>							
Deputy/Sergeant	1.75			\$ 2,221.17	\$ 3,887.05	1.75	
Traffic Enforcement Deputy							
Detective							
Non-Sworn							
Lieutenant	0.15			\$ 2,296.87	\$ 344.53	0.15	
<b>Vehicles</b>							
Patrol Vehicle	1.75			\$ 6,890.86	\$ 12,059.01	1.75	
Patrol Vehicle (4x4)							
Patrol Vehicle (Traffic Unit)							
Unmarked Vehicle	0.15			\$ 4,721.29	\$ 708.19	0.15	
Motorcycle							
<b>Optional Items</b>							
Smart Phones	1.90			\$ 689.00	\$ 1,309.10	1.90	
Mobile Printer	1.90			\$ 800.00	\$ 1,520.00	1.90	
<b>Subtotal, Quartermaster and Vehicle Cost</b>					<b>\$ 19,827.88</b>		
<b>Additional Police Services</b>							
Communications/Dispatch					\$ 27,413.38		
Detectives					\$ 75,238.95		
Records				<input type="checkbox"/> "X" IF City has E-Ticketing - (3% reduction)	\$ 18,094.83		
<b>Subtotal, Additional Police Services</b>					<b>\$ 120,747.16</b>		
<b>Police Support Services</b>							
Admin Overhead					\$ 59,127.34		
Data					\$ 5,953.88		
Support Services					\$ 6,535.93		
<b>Subtotal, Police Support Services</b>					<b>\$ 71,617.16</b>		
<b>Additional Credits and Charges</b>							
<b>Reconciliation (Credit) or Balance Due</b>							
<b>Subtotal, Additional Credits and Charges</b>					<b>N/A</b>		
<b>TOTAL POLICE SERVICES CONTRACT COST</b>					<b>\$ 529,495.71</b>		



**EXHIBIT B**  
**ROLES AND RESPONSIBILITIES OF CONTRACT SERVICE PERSONNEL**

**I. ROLES AND RELATIONSHIPS**

A) SWORN PERSONNEL

- 1) Contract service police chiefs, as well as other sworn personnel, will be responsive to the public safety needs of the contracting entity, as well as its officials, residents, and/or population served.

B) CONTRACT POLICE CHIEF (CITY POLICE CHIEF FOR CONTRACT CITIES)

- 1) Command Structure
  - (a) Reports directly to Patrol Division Commander
    - (i) Works at the direction of the CITY Manager or contract manager/administrator, and in compliance with CCSO policy, procedures, and directives.
- 2) Title
  - (a) Police chiefs shall be addressed as “Chief of Police” in public settings, such as CITY council meetings, other meetings, and contract service staff meetings where their role is that of Chief.
  - (b) Police chiefs shall wear their CCSO Uniform, and be addressed as “Lieutenant” when they are not representing the CITY.
- 3) Interaction with Contracting Entity
  - (a) The police chief shall discuss and agree upon protocols for routine, daily interactions with the contract service CEO or manager/administrator as deemed appropriate by the contracting entity.
  - (b) The police chief shall function as a department head within the contracting entity's organizational structure, and is expected to conduct himself or herself in a manner that supports and maintains trust in the contracting entity.
  - (c) At the direction of the contract service CEO or manager/administrator, and as needed, the police chief shall attend and participate in the contracting entity's staff and council meetings, and official functions, celebrations, and commissions. As requested by the CEO or manager/administrator and as needed, the police chief will also represent the contract service police department at community meetings and functions.
  - (d) The Police Chief is the CITY's Director of Police Services and represents the Manager of the CITY for all law enforcement matters in the community/CITY. This may include working with other relevant CITY departments and or other public agencies (e.g. courts, schools, etc.) on behalf of the CITY.
  - (e) The CCSO views the Contract Cities as customers and will maintain a customer service orientation to managing the contracts. Consistent with this philosophy Police Chiefs are expected to represent the CITY's point of view, consider CITY needs in carrying out their duties and advocate on behalf of their CITY similar to other CITY departmental directors.
- 4) Duties
  - (a) Supervision Received:
    - (i) CCSO command staff maintains authority and responsibility over police chiefs.
    - (ii) In the event a contracting entity's procedure, policy, goal or operation differs from that of the CCSO, that entity shall negotiate with the CCSO to reach a final determination.
    - (iii) The entity's Manager or manager/administrator shall have the general duty and responsibility of providing the assigned police chief with general direction relative to the furnishing of law enforcement services to the contracting entity.
    - (iv) The police chief shall maintain communication between command structures to

ensure that changes in the CCSO are communicated to the contracting entity and that changes in the entity are communicated to the CCSO.

(b) Duties Include:

- (i) The police chief shall direct overall Contract City service police operations, ensuring law enforcement services within the CITY.
- (ii) The police chief shall analyze operations and develop plans to manage resources and ensure effective and efficient delivery of services.
- (iii) The police chief shall oversee the implementation of all policies and procedures relating to police services, and shall provide to the CCSO any written information relative to police services created by the entity. The chief shall notify the CCSO of all procedures that differ from CCSO policies and procedures.
- (iv) The police chief shall utilize analysis of crime data to establish a plan for deploying resources to address identified needs.
- (v) The police chief shall coordinate police activities for the contracting entity, including hours of operation and contract-specific protocols and procedures.
- (vi) The police chief shall oversee and monitor, in coordination with the Clackamas County Sheriff's Office, the budget for the contract police department as provided in Exhibit A.
- (vii) The police chief shall coordinate the response of support services used for law enforcement for the contracting entity (e.g., Detectives, Special Operations).
- (viii) The police chief shall establish policies and protocols for the response of services that are not purchased by the entity in advance (e.g., optional services).
- (ix) The police chief shall notify the contracting entity's CEO or manager/administrator of any use of support services that were not purchased in advance upon their deployment for enforcing laws for the contracting entity.
- (x) The police chief shall notify the contracting entity's CEO or manager/administrator of all major crimes or incidents.

5) Goals, Objectives, and Performance Indicators

- (a) The police chief shall establish goals and objectives for contract police services in conjunction with the CITY Manager that reflect the specific needs of the contracting entity. The chief shall also identify performance indicators for the entity to measure the established goals and objectives.
- (b) The police chief shall oversee the implementation of all CCSO policies and procedures within the contract services, and maintain a copy of current police procedures on file at the entity's chosen central location for the entity's reference. The chief shall notify the entity's CEO or manager/administrator of any CCSO procedures or changes that either supplement or affect the entity's established goals and objectives for police services.
- (c) The police chief shall review the entity's performance indicators for police services against the stated goals and objectives, and shall report to the CEO or manager/administrator on progress of goal attainment.

6) Personnel Management and Training

- (a) The police chief shall identify areas of supplemental training for officers assigned to the entity, and make recommendations to the CCSO for supplemental training. The chief shall also make recommendations to the contracting entity's CEO or manager/administrator for training not provided by CCSO.
- (b) The police chief shall periodically review the performance of officers assigned to the contracting entity and report to entity's CEO or manager/administrator and command staff or Division Commander any recommendations for performance improvement.
- (c) The police chief shall perform selected roll calls of contract-assigned officers.
- (d) The police chief shall coordinate and direct duties of officers assigned to the contracting

entity as specific needs arise, and as requested by entity's CEO or manager/administrator within the context of established policies and procedures. The chief shall report to the division commander any changes in duty of contract-assigned officers.

C) FIRST LEVEL SUPERVISOR/LINE OFFICERS/DETECTIVES/STAFF

- 1) Command Structure
  - (a) These individuals shall report directly to the police chief or supervisor as appropriate.
- 2) Title/Insignia
  - (a) These individuals shall wear rank insignia on uniform consistent with CCSO rank
- 3) Interaction With Contracting Entity
  - (a) These individuals shall interact with contracting entity staff and officials in accordance with the CCSO Manual of Rules and Regulations
  - (b) These individuals shall present themselves in the community in a manner consistent with being a member of the entity's staff and in a manner that supports and maintains trust in the contracting entity.
- 4) Duties
  - (a) Will be commensurate with other CCSO assignments

**II. INCENTIVES/REWARDS**

- A) Contracting entities may award incentives or other recognition within existing guidelines, ethics guidelines, department rules and contract language, intergovernmental agreements and the award systems of the entity, CCSO and COUNTY.

**III. COMMITMENTS, TRANSFERS, and PROMOTIONS**

- A) CCSO staff requesting assignment to a contracting entity will make a commitment to work as a member of the entity's police force as outlined in the Collective Bargaining Agreement, except in cases of promotion or other special circumstances. Special circumstances require the concurrence of the entity's CEO or manager/administrator and applicable CCSO Division Commander.
- B) The transfer of personnel affecting the entity's police force will be coordinated by the CCSO, in consultation with the entity's Police Chief, to minimize the impact of potential vacancies. The number of the entity's vacant positions will be managed with a goal of achieving proportionality with the total number of vacant positions in the CCSO Division the employee would otherwise be assigned.
- C) Contracting entities may not make de facto promotions by their selection of personnel except in instances in which a pool of candidates is made available for selection by the CCSO.

**IV. STATISTICAL REPORTS**

- A) Whenever possible, reports shall be generated by the CCSO.
- B) Reports will include footnotes identifying the source of the information.
- C) Service enhancement proposals will be routed through CCSO Division Commander.

**EXHIBIT C:  
GLOSSARY OF TERMS**

**Absent Without Leave**

Absent without authorization.

**Backfill**

Replacing a normally scheduled deputy's planned or unplanned absence using overtime.

**Benefits**

Medical, dental, unemployment, A & D and life insurance, worker's compensation, retirement plans; and vacation, sick and holiday pays.

**Bereavement Leave**

Up to 3 days leave with pay that can be used when a member of one's immediate family passes away.

**Captain**

Appointed by the Sheriff from a list of Lieutenants and subordinate to the rank of Undersheriff. Assigned as Division Commander.

**Career Service Employee**

An employee appointed to a career service position as a result of a competitive examination process.

**CCPOA**

Clackamas County Peace Officers' Association – the collective bargaining unit representing the non-management employees of the Sheriff's Office.

**Chief**

See "Contract CITY Police Chief" below.

**City Department Model**

The service delivery model selected by the CITY in consultation with the Clackamas County Sheriff or his/her designee. Eligible to have the approved CITY-style uniform(s) and vehicle(s) for full-time assigned personnel, and an overtime budget is provided to backfill absences from the CITY.

**Clackamas Communications Center – C-Com**

Provides telecommunications services between citizens and appropriate public safety agencies on a 24 hour a day basis including dispatch and radio support to officers.

**Clothing Allowance**

Detectives not required to wear a uniform receive additional pay while so assigned.

**Collective Bargaining Agreement (Union Contract)**

The negotiated work-conditions and benefits agreed to by Clackamas County and the CCPOA.

**Community Service Officer (CSO)**

Non-sworn, uniformed staff who do not have arrest authority.

**Compensatory Time**

Time off that is granted with pay in lieu of overtime pay to FLSA-overtime eligible employees for work performed either on an authorized overtime basis or on a holiday that is normally scheduled as a day off.

**Contract City Police Chief**

Reports directly to Division Commander; works at the direction of city manager/administrator and in compliance with CCSO Policy, Procedures & Directives; Interacts with city staff and council members; Functions as a department head within the contract city structure. CCSO Lieutenant rank qualifies for the chief's position.

**Cost Book**

Document used to show the annual CCSO Budget, anticipated revenues, which items are non-chargable (provided to County residents regardless of city incorporation or not) and the allocation for those chargeable items remaining.

**Cost Sheet (Exhibit A)**

Document provided annually to CITY to memorialize which service model, the number and cost of assigned staff, and the actual allocations for each Enforcement-, Additional Police-, Police Support-Services for the fiscal year. The total cost will be divided by 12 months to arrive at the monthly payment due for services.

**Dedicated Staff**

Personnel regularly assigned to a contract city.

**Deputy (Officer)**

Appointed by the Sheriff from a certified eligibility list provided by the Clackamas County Department of Employee Services and subordinate to the rank of Sergeant.

**Discretionary Overtime**

Overtime used to meet daily staffing of CITY such as replacing deputies who are on vacation, in training, etc. CITY may use their discretion to leave certain vacancies unfilled and not expend overtime.

**Estimated Agreement Amount for Services**

"Draft" Exhibit A provided to CITY by CCSO indicating what the estimated cost will be for the next fiscal year's service delivery used for budgeting purposes.

**Final Agreement Amount for Services**

After agreement on service model and level, CCSO provides a "Final" Exhibit A to CITY indicating the contract amount for the next fiscal year, which is divided by 12 for the monthly payment amounts.

**Flexible Services Model**

The service delivery model selected by the CITY in consultation with the Clackamas County Sheriff or his/her designee. Not eligible to have the approved CITY-style uniform(s) and vehicle(s) for assigned personnel, and absences from the CITY are covered by the neighboring CCSO Patrol district in conjunction with the other district calls for service.

**Full-Time Equivalent (FTE)**

The representation used during budgeting and manpower analysis to refer to the equivalent of a full-time position, or two half-time positions, etc.

**Incentive Pay**

Additional pay over and above base salary negotiated by the County and Clackamas County Peace Officers' Association for qualified employees.

**Leave with Pay**

Authorized time off with pay - examples include vacation, compensatory time, and parental leave.

**Leave without pay**

Any absence of an employee from duty without compensation.

**Lieutenant**

Appointed by the Sheriff from a certified list of qualified applicants provided by the County's Department of Employee Services and subordinate to the rank of Captain.

**Longevity Pay**

Additional pay given for length of service.

**Mandatory Training**

Training that is mandated by COUNTY, state, or federal regulations (i.e., Firearms, EVOC, Hazmat, First Aid and CPR).

**Military Leave**

Leave of absence with pay for active military duty.

**Non-chargeable Services**

Services generally deployed county-wide and not charged under the contract for legislative or policy reasons.

**Non-Sworn**

Personnel who do not have police/arrest authority.

**Officer**

See *Deputy*

**Optional Services**

Services or specialized groups within the Sheriff's Office that serve the residents of the unincorporated County and are not routinely provided to other jurisdictions without compensation or by specific agreement. Examples include, but are not limited to: Crime Prevention, School Resource Officers and Community Safety Action Team. These services may be selected by a City to include in the cost allocation for the service level.

**Oversight Committee**

Group representing each of the cities who contract with CCSO for law enforcement services, and the CCSO, who is responsible for ensuring the Agreement is being followed appropriately, recommending changes/amendments, and working to resolve issues that may arise out of service delivery.

**Permanent (Regular) Assignment**

Normal duty station.

**Promotion**

The movement of an employee to a higher rank.

**Quartermaster**

A system to track the provision of uniforms and equipment for department personnel.

**School Resource Officer (SRO)**

A Deputy who provides a school-based community policing presence at primary and secondary schools.

**Sheriff**

Elected Chief Executive of the Clackamas County Sheriff's Office.

**Sick Leave**

Paid leave of absence from work due to employee or family member's illness.

**Special Units**

Groups of employees with specialized training to address certain routine and non-routine events throughout the County. Special units are staffed either full-time or as a collateral duty in addition to employee's regular assignment. Special units include, but are not limited to:

**CAT** – Child Abuse Team

**CCITF** – Clackamas County Interagency Task Force

**CIT** – Crisis Intervention Team

**CERT** – Cell Extraction Response Team  
**CSAT** – Community Safety Action Team (Crime Prevention)  
**CRAFT** – Crash Reconstruction and Forensics Team  
**CSI** – Crime Scene Investigations (Criminal Identification Division)  
**DRE** – Drug Recognition Expert  
**DVERT** – Domestic Violence Enhanced Response Team  
**EDU** – Explosives Disposal Unit  
**EVO** – Emergency Vehicle Operations (Instruction)  
**HAZMAT** – Hazardous Materials Team  
**HNT** – Hostage Negotiations Team  
**HVCU** – Homicide and Violent Crimes Unit  
**INTERCEPT** – Interagency Child Exploitation Prevention Team  
**PSTC** – Public Safety Training Center  
**PSU** – Professional Standards Unit  
**SWAT** – Special Weapons and Tactics Team  
**VOU** – Vehicle Ordinance Unit

**Sworn**

Personnel who have police/arrest authority and/or are certified by the State of Oregon.

**Transfer**

Movement of an employee from one position to another position that has the same or comparable job classification and salary.

**Temporary Assignment/position**

An assignment/position that is not a regular assignment/position and includes probationary period or provisional appointment.

**Unit Cost**

The allocation of certain CCSO budget items across FTE to establish a per-person cost for equipment, support and overhead that is allocated across the agency for each person employed.

**Vacancy**

A position which is empty, unfilled, or unoccupied such that no funds are being expended.



CRAIG ROBERTS, Sheriff

# Clackamas County Sheriff's Office

Board of County Commissioners  
Clackamas County

Members of the Board:

## Approval of Purchase from Command Sourcing, Inc. for a Full Body Scanner for the Clackamas County Sheriff's Office

<b>Purpose/ Outcomes</b>	Purchase of a full body scanner for the Clackamas County Jail
<b>Dollar Amount and Fiscal Impact</b>	\$172,800
<b>Funding Source</b>	216-1624-00-485400
<b>Duration</b>	N/A
<b>Previous Board Action</b>	None
<b>Strategic Plan Alignment</b>	CCSO is under-going the Strategic Planning at this time
<b>Contact Person</b>	Captain Lee Eby, Jail Commander x6760

### **BACKGROUND:**

For the jail contraband is a serious issue and the introduction of drugs and dangerous weapons possess a threat to other inmates, the public and staff. To help ensure a more exhaustive solution without creating potential liability to the County, a solution was found that is more thorough than the traditional search methods. Clackamas County was seeking to enhance their ability to prevent the introduction of weapons, narcotics, and other contraband into their correctional system. Recent legislation has made it more difficult for correctional departments to perform "strip" and "cavity" searches. A body scanner gives the jail the ability to perform "virtual" searches to any number of subjects at their discretion, in a more dignified, non-contact manner. The best practice in corrections shows the combatant against introducing contraband is a body scanner in the facility.

On April 12, 2018, the Sheriff's Office through the County Procurement Division issued Request for Proposals #2018-34 for Full Body Scanner. Proposals were received from Command Sourcing, Inc., ADANI Systems, Inc., Advanced OPS International LLC, OD Security North America, and US Testing Equipment, LTD. After an evaluation of the proposals, the evaluation committee recommended the acceptance of the proposal from Command Sourcing, Inc.

Counsel has reviewed and approved the transaction.

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**RECOMMENDATION:**

Staff recommends the Board of County Commissioners approve the purchase from Command Sourcing, Inc. and authorize the Procurement Division to issue a purchase order for the order and authorize the Sheriff of Undersheriff to sign any other necessary instruments to complete the purchase.

Respectfully submitted,

Undersheriff, Matt Ellington

Placed on the Agenda of \_\_\_\_\_ by the Procurement Division