

**RESOLUTION NO. 1857**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN CLACKMAS COUNTY AND THE CITY OF WILSONVILLE RELATING TO LAW ENFORCEMENT SERVICES OF THE CLACKAMAS COUNTY SHERIFF.**

WHEREAS, the City of Wilsonville has requested Clackamas County to continue to provide law enforcement services through the Sheriff; and

WHEREAS, Clackamas County has the resources necessary to continue to provide law enforcement services to the City of Wilsonville; and

WHEREAS, both Clackamas County and the City of Wilsonville desire to enter into a new intergovernmental agreement (authorized pursuant to ORS Chapter 190) for the provision of such law enforcement services.

**NOW THEREFORE, THE CITY OF WILSONVILLE RESOLVES AS FOLLOWS:**

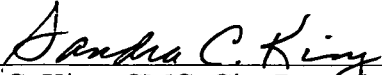
1. The City Council authorizes the Mayor to enter into and execute on behalf of the City an Intergovernmental Agreement between Clackamas County and the City of Wilsonville relating to law enforcement services of the Clackamas County Sheriff, a copy of which is numbered Exhibit A attached hereto and incorporated herein as if fully set forth herein.
2. Duplicate originals of the Intergovernmental Agreement shall be executed and delivered to Sheriff Neal Butler for execution by the Clackamas County Commissioners, with one original to be returned to the City of Wilsonville after execution by the Clackamas County Commissioners.
3. This resolution shall become effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 1st day of March 2004 and filed with the Wilsonville City Recorder this date.



ALAN KIRK, CITY COUNCIL PRESIDENT

ATTEST:

  
\_\_\_\_\_  
Sandra C. King, CMC, City Recorder

SUMMARY OF VOTES:

Mayor Lehan -- Excused  
City Council President Kirk Yes  
Councilor Holt Yes  
Councilor Scott-Tabb Yes  
Councilor Knapp Yes

Attachment: Exhibit A, Intergovernmental Agreement Between Clackamas County and the City of Wilsonville  
Relating to Law Enforcement Services of the Clackamas County Sheriff.

**INTERGOVERNMENTAL AGREEMENT BETWEEN  
CLACKAMAS COUNTY AND THE CITY OF WILSONVILLE  
RELATING TO LAW ENFORCEMENT SERVICES  
OF THE CLACKAMAS COUNTY SHERIFF**

THIS AGREEMENT is entered into by CLACKAMAS COUNTY, a political subdivision of the State of Oregon (COUNTY) on behalf of the Clackamas County Sheriff (SHERIFF) and the CITY OF WILSONVILLE, a municipal corporation of the State of Oregon (CITY) for the law enforcement services of the SHERIFF. The agreement is applicable to all properties located within the geographic area that constitutes the incorporated limits of the CITY.

WHEREAS, the CITY has requested that the COUNTY provide law enforcement services to the CITY through the SHERIFF; and

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

WHEREAS, the parties are authorized to enter into such agreements pursuant to ORS Chapter 190;

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

**SECTION 1. PURPOSE**

This Agreement is intended to permit the COUNTY, through the SHERIFF, to provide law enforcement services to the CITY and its residents.

**SECTION 2. LAW ENFORCEMENT SERVICES**

- 2.1 **Service Level.** The SHERIFF will provide law enforcement services as described in Section 2 within the geographic area that constitutes the incorporated limits of the CITY, at the service level described in Exhibit "A" attached hereto and incorporated by this reference.
- 2.2 **Patrol/Traffic Enforcement Deputies.** Patrol/traffic enforcement services shall constitute the first response for the enforcement of state laws, applicable COUNTY ordinances and regulations and CITY municipal criminal and traffic codes and other applicable CITY ordinances and regulations. Patrol services shall include reactive patrol to respond to residents' and business' calls for services, proactive patrol to prevent and deter criminal activity, traffic patrol to enforce applicable traffic codes, traffic accident investigation, and any other lawful assignment the CITY and SHERIFF may deem necessary.

- 2.3 **Supervisor/Liaison.** Supervisor/Liaison will consist of an officer of the rank of Lieutenant to act as the CITY's Police Chief and the SHERIFF'S liaison. The Lieutenant is to act as a city Police Chief by coordinating the daily delivery of service and supervising the deputies assigned within the CITY.
- 2.4 **Investigative Services.** Investigative services consist of criminal investigations by detective(s) assigned to the CITY. At no additional charge to the CITY, when approved by the SHERIFF the services of additional detectives and deputies assigned to the SHERIFF's special units may be assigned to investigate certain crimes including but not limited to, homicide, narcotics, serious assaults, fraud, and asset forfeiture. These investigations may be supported by crime scene analysis, crime laboratory, polygraph, identification, evidence control and Automatic Fingerprint Identification System (AFIS).
- 2.5 **Administrative Support Services.** The SHERIFF utilizes centralized staff to support law enforcement communications, records management, and related administrative support services. In providing law enforcement services, the SHERIFF agrees to provide such administrative support services. The CITY agrees that if it desires any change in procedures, protocols or other provisions of communication and records maintenance services, CITY will meet and confer with SHERIFF to determine a mutually acceptable alternative if any.
- 2.6 **Special Services.** Special law enforcement services may be provided to the CITY as agreed upon by the parties. Such services or programs may include: Special Weapons and Tactical Unit (SWAT), Hazardous Materials, Air Services, Lab Team, Crime Prevention, Marine Patrol, Search and Rescue, and special event services.
- 2.7 **Officer Replacement & Staffing Levels.**
- 2.7.1 **Patrol Deputies; Sergeant.** To maintain a consistent level of staffing within the CITY at all times except as provided in paragraphs 5.4 and 8.3 of this Agreement, patrol deputies and Sergeants will be replaced while on vacation, sick leave, FMLA, training, or other similar leave.
- 2.7.2 **Traffic Officer.** It is understood that the traffic officer may leave the CITY for 1-2 days per year to participate in traffic sweeps in other parts of the county. In such instances the traffic officer will not be replaced in consideration of the CITY benefiting from similar traffic sweeps within the CITY. When, however, the traffic officer is on vacation, sick leave, training, or other similar leave, for more than two consecutive days, the traffic officer will be replaced except as provided in paragraphs 5.4 and 8.3 of this Agreement.

2.7.3 **Detective.** The Detective position will not be replaced during vacations, training, sick time or other leave. Resources of the SHERIFF's Detective Division, however, may be utilized at the request of the Supervisor/Liaison as provided in paragraph 2.4 of this Agreement.

2.7.4 **Supervisor/Liaison.** The Supervisor/Liaison position will not be replaced during leave time; however the Supervisor/Liaison will designate an officer of supervisory rank to be in charge during such absence and will notify the CITY of that designation and duration.

### **SECTION 3. COST OF SERVICES**

3.1 **Charges for Services.** Charges for services and unit costs are described in Exhibit "A".

3.2 **Annual Increases.** Charge for services will rise annually at a rate determined by the COUNTY that reflects cost increases incurred by the COUNTY. Acceptance of an annual increase in charge for services may be reflected by simple letter agreement between the parties and annual replacement of Exhibit "A".

3.3 **Purchase of Additional Staffing; Service Level.** In the event the CITY elects to purchase additional staffing and/or increase the service level beyond the 2003-2004 base set forth in Exhibit "A", the SHERIFF will provide those additions at the unit cost reflected in Exhibit "A", as modified for annual cost increases pursuant to Section 3.2.

3.4 **Billing Procedure.** The costs of services as outlined in Exhibit "A" will be billed monthly on the first (1<sup>st</sup>) working day of the month by the COUNTY. The monthly billing will equal one-twelfth of the annual amount (or appropriate fractions of a month) for all services/functions. CITY payments are due by the end of the month in which it is billed. Monthly payments that are not paid within this time period shall be considered delinquent. Delinquent charges shall accrue interest on the unpaid balance, from the date of delinquency until paid, at an interest rate of one-half percent (.5%) per month. If an amount is in dispute, the CITY will send payment for the undisputed amount according to the above schedule. Amounts in dispute will not be considered delinquent until thirty (30) days after the dispute has been resolved.

### **SECTION 4. SUPERVISOR/LIAISON**

4.1 **Designation of Supervisor/Liaison.** The SHERIFF, after consultation with the City Manager, will designate an officer of the rank of Lieutenant as Supervisor/Liaison to the CITY, who will act as the CITY's Police Chief. The

Supervisor/Liaison will handle daily operational concerns identified by CITY officials and residents. In addition the Supervisor/Liaison, or designee of supervisory rank, will be available to the CITY during certain days and hours as mutually agreed for such activities as meeting of the CITY Council and appropriate community meetings.

- 4.2 **Interaction between City Manager & Supervisor/Liaison.** The Supervisor/Liaison will account to the City Manager for daily operations and receive general direction for the provision of law enforcement services to the CITY, but will otherwise report to the command structure of the SHERIFF.
- 4.3 **Duties of Supervisor/Liaison.** The Supervisor/Liaison will act as the CITY's Police Chief and perform the following duties:
- 4.3.1 Work with the City Manager or designee to establish goals and objectives for law enforcement services that reflect the specific needs of the CITY;
  - 4.3.2 Coordinate law enforcement activities within the CITY;
  - 4.3.3 Review the performance of deputies assigned to the CITY and report to the SHERIFF and inform the City Manager of any recommendations for performance improvement;
  - 4.3.4 Coordinate the duties of deputies assigned to the CITY as specific needs arise, or as requested by the City Manager or designee, within the context of established SHERIFF policies and procedures.
  - 4.3.5 Report to CITY any changes in personnel or duty assignment of deputies assigned to the CITY;
  - 4.3.6 Oversee the implementation within the CITY of all SHERIFF policies and procedures. And notify the City Manager or designee of any changes to SHERIFF policies or procedures that materially affect the CITY's law enforcement goals and objectives;
  - 4.3.7 Identify areas, if any, that may require supplemental training for deputies assigned to the CITY and make recommendations to SHERIFF and CITY.

## **SECTION 5. REPORTING**

- 5.1 **Patrol Districts.** SHERIFF will establish patrol districts that encompass the CITY in order to assure accurate collection of criminal and traffic activity data. Patrol districts will coincide with CITY limits. A patrol district is a geographical

area of a size and configuration designed to minimize response times to citizen's calls for law enforcement services. Response time is typically measured from the time a call is received to the time the law enforcement unit arrives on the scene.

- 5.2 **Notification of Significant Occurrences within the City.** The Supervisor/Liaison or designee will immediately notify the City Manager of any significant occurrence within the CITY. The term "significant" includes any major felony offenses, terrorist threats, hazardous material occurrences, incidents which immediately threaten the public health or welfare, and other such occurrences of which the Supervisor/Liaison reasonably believes the City Manager should be advised.
- 5.3 **Monthly Report.** The SHERIFF will provide a written monthly report in a format to be determined by the parties that addresses dispatched calls for service within the CITY, information relating to criminal and traffic activity occurring within the CITY, and investigative results of detective services.
- 5.4 **Dedicated Patrol/Traffic Deputies; Emergency.** The SHERIFF agrees to provide law enforcement services dedicated to the CITY that will not be used elsewhere within Clackamas County unless an emergency is determined by the SHERIFF to exist or a call by an officer for assistance occurs. In either event, dedicated deputies may be used as a resource to respond; compensation under this Agreement shall not be affected by such events. In the event of an emergency the City Manager will be notified that deputies have been temporarily reassigned outside of the CITY.

## **SECTION 6. OFFICER ASSIGNMENT, RETENTION, DISCIPLINE, HIRING; MUTUAL AID**

- 6.1 **Sheriff's Authority.** The Sheriff shall retain exclusive authority to hire, assign, retain, and discipline all employees.
- 6.1.1 **Standards of Performance.** Standards of performance, discipline and all other aspects of performance shall be determined by the SHERIFF.
- 6.1.2 **Assignment of Deputies.** In the assignment of deputies the SHERIFF shall use whenever possible, deputies who apply for duty within the CITY. If an insufficient number of deputies apply, the SHERIFF will determine assignment. Assigned deputies will commit to a five year assignment with a choice to opt out after two years. This matter is currently a subject of collective bargaining, and the parties agree to be bound by the collective bargaining agreement in this regard.

- 6.2 **City Participation in Deputy Assignments.** Notwithstanding the SHERIFF's exclusive authority to assign deputies, the CITY may meet and confer with the SHERIFF regarding deputy assignments. If the CITY requests the reassignment of a deputy and that occurs, the reassignment will not be considered disciplinary or reflect upon the performance evaluation of the deputy. Issues of discipline or performance will be handled according to SHERIFF policies.
- 6.3 **Mutual Aid.** The CITY may not enter into a mutual aid agreement to commit assigned deputies to assist other units of government without the express written approval of the SHERIFF.

## **SECTION 7. CITY RESPONSIBILITIES**

- 7.1 **Development & Implementation of Law Enforcement Goals & Objectives.** The CITY will develop with the assistance of the Supervisor/Liaison, goals and objectives for the provision of law enforcement services. The SHERIFF will make all operational decisions to implement CITY law enforcement goals and objectives. The parties agree to confer to ensure that the implementation of services is consistent with the philosophy of the CITY. The CITY acknowledges that the SHERIFF has established policies and practices for the provision of law enforcement services and that deviation from those policies and practices is not subject to the CITY's control.
- 7.2 **Municipal Code.** The CITY will, to the extent reasonably possible taking into consideration local circumstances, endeavor to adopt CITY ordinances that are consistent with COUNTY ordinances or state law. Parties agree that uniformity of common regulations will promote the efficient provision of law enforcement services. Nothing in this language shall prevent the CITY from adopting ordinances it determines necessary and in the best interest of the CITY.
- 7.3 **Office Space & Office Equipment.** The CITY will provide at its cost sufficient office space and office equipment to be determined as necessary by the parties for assigned law enforcement staff.
- 7.4 **Liability for Deviation from Sheriff's Policies & Practices.** In the event a CITY procedure, policy, goal or operation differs from the SHERIFF's, the City Manager and the SHERIFF may negotiate to reach a final determination as to which will prevail. Any deviation from the SHERIFF's established policies and practices and those set forth in the *Clackamas County Sheriff's Office, Manual of Rules and Regulations* will be at the exclusive approval of the SHERIFF subject to collective bargaining as required. Notwithstanding Section 11 of this Agreement, the CITY assumes sole liability for damages that may arise in whole or part as a result of any deviation from the SHERIFF's policies and practices



made at the request or direction of the CITY, whether mutually negotiated and approved by the SHERIFF. Further, notwithstanding Section 17 of this Agreement, all assigned law enforcement personnel will be considered agents of the CITY in the performance of their duties conducted in accordance with such deviated policy or practice.

7.5 **Changes in City Policies.** The City Manager will maintain communication between CITY and SHERIFF to ensure that changes in CITY policies that may affect law enforcement services are agreeable to the SHERIFF.

7.6 **Reduction in Service level.**

7.6.1 If in a contract year the CITY reduces the service level set forth in Exhibit "A", which results in the lay off of an assigned deputy(s), the CITY agrees to pay any unemployment compensation costs resulting from such action.

7.6.2 The CITY agrees to provide the SHERIFF with 90 days notice before the end of the contract year if the CITY intends to reduce the service level in the next contract year. Failure of such notice will obligate the CITY to maintain the current service level in the next contract year.

## **SECTION 8. SPECIAL LAW ENFORCEMENT COSTS**

8.1 **City Supplies.** CITY will supply at its own cost any special supplies, stationary, notices, forms to be issued in the name of CITY. SHERIFF will provide supplies and equipment routinely provided to deputies.

8.2 **Additional Technology.** It is the desire of the CITY to maintain a police force that is equipped with the latest technology. The SHERIFF agrees to provide the CITY with deputies who are trained and equipped with such technology as customarily provided to SHERIFF patrol deputies. Such technology may include, but is not limited to: mobile data terminals (MDTs), geographic information system (GIS), computer access to criminal history data and other like data, and other current technology utilized within law enforcement as available to the SHERIFF. Any technology not currently in use or not customarily provided to SHERIFF patrol deputies, may be requested by the CITY. In that instance the SHERIFF and the CITY agree to confer regarding the need for acquisition, cost appropriation, training, and use. The final decision will be that of the Sheriff.

8.3 **City Training.** The CITY or SHERIFF may request that assigned deputies attend law enforcement training on behalf of the CITY at the expense of the CITY. Training requested by the CITY must be approved by the SHERIFF. The SHERIFF will not assume replacement responsibility for the time period a deputy is in training requested by the CITY.

- 8.4 **Patrol Vehicle Identification.** At the CITY's expense patrol vehicles assigned to CITY will display the identification and logo of the CITY. In addition vehicles will bear the identification of the SHERIFF. The form of CITY identification will be determined jointly by the SHERIFF and CITY. In the event CITY requests that patrol vehicles be a different color than that ordinarily used by SHERIFF, an effort will be made to accommodate the CITY's request at the CITY's expense and in accordance with the COUNTY's vehicle replacement schedule.
- 8.5 **City Uniforms & Badges.** At the expense of the CITY the assigned deputies will wear uniforms that readily identify them as members of the Wilsonville Police Department. The nature and design of the uniform will be determined jointly by the SHERIFF and CITY. Deputies will also wear SHERIFF badges.

## **SECTION 9. CONTRACT ADMINISTRATION**

- 9.1 **Daily Operations.** The City Manager or designee will communicate to the Supervisor/Liaison the general direction of daily operations for the provision of law enforcement services within the CITY. This direction is not intended to interfere with the SHERIFF's actual delivery of services.
- 9.2 **Dispute Resolution.** In the event of a dispute in the administration of this Agreement, the City Manager or designee will attempt to resolve the problem with the Supervisor/Liaison. Any problem which cannot be resolved in this manner will be referred to the SHERIFF.

## **SECTION 10. TERM OF CONTRACT & TERMINATION**

- 10.1 **Effective Date & Duration.** The Agreement will be effective on the date all authorized signatures have been acquired. Thereafter, the Agreement will automatically renew annually on July first of each year unless terminated earlier in accordance with its terms.
- 10.2 **Termination.** If either party desires to terminate the Agreement, they must provide the other party written notice. Termination will be effective eighteen (18) months after the date of mailing of the notice except as provided in Section 10.4 of this Agreement.
- 10.3 **Transition Plan.** When notice of termination is given by either party, parties agree to use best efforts to develop a transition plan within 90 days to provide for an effective transition of law enforcement services from the COUNTY to the CITY. The transition plan will address the transfer of personnel, and capital equipment along with other issues related to the transition. Each party shall bear its own costs in developing the transition plan.

10.4 **County Termination.** Notwithstanding Section 10.2, COUNTY may upon 60 days written notice in its sole discretion terminate this Agreement in its entirety or a particular law enforcement service if the CITY fails to meet its payment obligation under this Agreement.

10.5 **Tort Liability Coverage.** Termination under this section will not prejudice the COUNTY's right to tort liability coverage under this Agreement for any covered liability incurred prior to the date of termination.

## **SECTION 11. INDEMNIFICATION & DEFENSE**

11.1 **County.** The COUNTY shall defend, indemnify and save harmless the CITY, 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, 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, including all chargeable costs and attorney's fees.

11.2 **City.** The CITY shall defend, indemnify and save harmless the COUNTY, its officers, 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 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, including all chargeable costs and attorney's fees.

## **SECTION 12. NO THIRD-PARTY BENEFICIARY**

The COUNTY does not intend by this Agreement to assume any contractual obligations to any entity other than the CITY, and the CITY does not intend by this Agreement to

assume contractual obligations to any entity other than the COUNTY. The COUNTY and CITY do not intend that there be any third-party beneficiary to this Agreement.

**SECTION 12A. ASSET FORFEITURE**

The Clackamas County Sheriff's Office shall be the seizing agency for purposes of state and federal criminal or civil asset forfeiture for property seized by SHERIFF within the CITY.

**SECTION 13. INSURANCE COVERAGE**

13.1 **City.** The CITY shall maintain at all times during the course of this Agreement a general liability insurance policy or other comparable coverage of \$2,000,000.00.

13.2 **County.** COUNTY will provide general, auto and professional liability coverage pursuant to the Oregon Tort Claims Act and subject to the limits of the Act for all law enforcement services provided by the SHERIFF while acting within the scope of services. COUNTY self-insurance will satisfy the requirements of this paragraph and COUNTY agrees to maintain an actuarially sound self-insurance fund for that purpose.

**SECTION 14. NON-DISCRIMINATION**

The COUNTY and the CITY certify that they are Equal Opportunity Employers.

**SECTION 15. 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 under this Agreement without the prior written consent of the other party.

**SECTION 16. NOTICE**

16.1 Any formal notice or communication to be given must be in writing and will be effective upon the date of personal delivery or date of mailing, postage prepaid and addressed to the parties as follows:

CITY OF WILSONVILLE  
30000 SW Town Center Loop E  
Wilsonville, OR 97070  
Attention: City Manager

CLACKAMAS COUNTY  
2223 Kaen Rd  
Oregon City, OR 97045  
Attention: Sheriff

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

**SECTION 17. COUNTY AS INDEPENDENT CONTRACTOR**

COUNTY shall be considered an independent contractor for purposes of this Agreement. Except as provided in Section 7.4 of this Agreement, nothing will 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 law enforcement services.

**SECTION 18. INTEGRATION & WAIVER**

This Agreement and Exhibit "A" constitute the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified in this Agreement. The failure of either party to enforce any provision of this Agreement will not constitute a waiver by that party of that provision or any other.

**SECTION 19. AMENDMENT**

Provisions within this Agreement may be amended by mutual consent of the parties. No additions to, or alteration of the terms of this Agreement will be valid unless made in writing, approved and executed by authorized agents of the parties.

**SECTION 20. 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.

**SECTION 21. 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.

**SECTION 22. FURTHER CLARIFICATION MEMORANDA**

Upon identification of any provision of this Agreement that needs further interpretation or clarification, the parties through their respective legal counsels, may prepare a memoranda of understanding detailing the agreed upon interpretation of such provision. Such memoranda must be approved in writing by the parties.

**SECTION 23. 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.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2004.

CITY OF WILSONVILLE, a  
municipal corporation of the State  
of Oregon

CLACKAMAS COUNTY, a  
political subdivision of the State  
of Oregon

By: \_\_\_\_\_  
Charlotte Lehan, Mayor

By: \_\_\_\_\_  
Bill Kennemer, Chair

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Millicent Morrison, Recording Secretary

## Exhibit A

### Intergovernmental Agreement Between Clackamas County and the City of Wilsonville Relating to Law Enforcement Services Of the Clackamas County Sheriff

<u>Function/Service</u>	<u>Staffing</u>	<u>Unit Cost FY 03-04</u>	<u>Annual Cost</u>
Patrol/Traffic	11 Deputies (10 Patrol, 1 Traffic)	\$ 60.08 per hour	\$1,374,680
Supervisor/Liaison	1 Lieutenant	\$72.72 per hour	\$151,257
Sergeant	2 Sergeants	\$68.95 per hour	\$286,832
Investigations	1 Detective	\$61.68 per hour	\$128,299
Total	15		\$1,941,068

(unit cost determined by base rate divided by 2080 hours. Base rates for 03-04 are \$124,971 for Deputy, \$128,299 for Detective, \$143,421 for Sergeant, and \$151,257 for Lieutenant)

#### Payment Schedule 2003-2004

July	\$161,756.58
August	\$161,756.58
September	\$161,756.58
October	\$161,756.58
November	\$161,756.58
December	\$161,756.58
January	\$161,756.58
February	\$172,605.68*
March	\$166,455.68**
April	\$166,455.68
May	\$166,455.68
June	\$166,455.68

- Number reflects conversion of Deputy (sro) to Sergeant (graveyard) starting 10/01/03. Thus February figure reflects five months of the difference in cost between Deputy and Sergeant (\$1537 monthly). Thus five months equals additional \$7,687.50. In addition 12 hours of Deputy Patrol was added weekly (52x 12 divided by 12 equals 52 hours monthly) times Deputy hourly rate of \$60.08 (\$124,971 divided by 2080 hours equals \$60.08) Thus 52 x 60.08 equals \$3161.60 monthly.

\*\* Reflects \$1537.50 additional for Sergeant differential and \$ 3161.60 equals \$4699.10 additional