

**RESOLUTION NO. 717**

**A RESOLUTION APPROVING AN AGREEMENT FOR POLICE SERVICES BETWEEN THE CITY OF WILSONVILLE AND CLACKAMAS COUNTY.**

WHEREAS, the City of Wilsonville has been contracting for police services with the Clackamas County Sheriff's office; and


WHEREAS, the City desires to continue to contract for police services; and

WHEREAS, the Clackamas County Sheriff's office has indicated a desire to continue to provide police services by contract to the City of Wilsonville.

NOW, THEREFORE, the City of Wilsonville resolves as follows:

The attached agreement for police services between the City of Wilsonville and Clackamas County is hereby approved and the Mayor and City Manager are authorized to execute the agreement.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 15th day of May, 1989, and filed with the City Recorder this same date.

  
\_\_\_\_\_  
JOHN M. LUDLOW, Mayor

ATTEST:


  
\_\_\_\_\_  
VERA A. ROJAS, City Recorder

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CB-R-388-89**

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SUMMARY of Votes:

|                    |               |
|--------------------|---------------|
| Mayor Ludlow       | <u>AYE</u>    |
| Councilor Chandler | <u>AYE</u>    |
| Councilor Clarke   | <u>AYE</u>    |
| Councilor Dant     | <u>AYE</u>    |
| Councilor Edwards  | <u>ABSENT</u> |

TO: Honorable Mayor & City Council  
FROM: Pete Wall   
City Manager  
SUBJECT: Resolution - Police Services Agreement  
DATE: May 11, 1989

On Friday, April 21, 1989, I met with Captain Grolbert and Lieutenant Vicars of the Clackamas County Sheriff's office to discuss our agreement for police services. Our present agreement was adopted in 1979 and has not been changed since. Each year a letter is exchanged setting out the new hourly rate.

The agreement as proposed is very similar to the one which has been in effect with a few exceptions. First, in our discussion, I indicated that the so-called "dead time" which occurs at shift changeover was an issue. Currently shift change occurs in Oregon City and, as a result, the city is without active patrol. Under the new agreement, shift change will occur in Wilsonville thus eliminating dead time. Another change involves assignment of officers. The Sheriff's office has been very cooperative in the past about assignment of officers to Wilsonville. They have consulted with me whenever any major changes in personnel were made. This is very important because they are our city police department, and sometimes an officer may not be a good match with a community. I felt that this practice should be formalized in our agreement. The language requires the Sheriff's office to consult with the city manager prior to assigning a regularly scheduled officer to the city. It also requires that the Sheriff reassign an officer upon official request.

The day shift officer is in essence our police chief. This is the person I deal with on a day-to-day basis on police protection issues. Additionally, this is the person who is most visible in the community from a police standpoint. Based on these factors, it is vital that this person be a good match for the community and be able to establish a good working relationship. The new agreement requires that prior to assigning the day shift officer, the city manager be allowed to interview that officer and either approve or deny the assignment.

This agreement should result in improved police protection for the City of Wilsonville. Captain Grolbert and Lieutenant Vicars have been very cooperative in working with me to update this agreement.

RECOMMENDATION: Adopt the resolution approving the agreement for police services.

pw:lb

## AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1989, by and between Clackamas County, Oregon, a "County", and Wilsonville, a municipal Corporation of the State of Oregon, hereinafter called "City."

WHEREAS, City is desirous of contracting with County for the performance of the hereinafter described law enforcement functions within its boundaries by County through the Sheriff thereof; and

WHEREAS, County is agreeable to rendering such services on the terms and conditions hereinafter set forth;

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS HEREIN CONTAINED, IT IS MUTUALLY AGREED AS FOLLOWS, TO WIT:

1. County agrees to provide police protection within the corporate limits of City to the extent and in the manner hereinafter set forth. The police services shall encompass duties and enforcement functions of the type coming within the jurisdiction of and customarily rendered by the Sheriff of the County of Clackamas under the statutes of the State of Oregon. Such services shall include those involved in the field of public safety, criminal law enforcement, traffic enforcement or related fields within the legal power of the Sheriff to so provide. The County shall also have the authority to enforce City ordinances.

2. The rendition of such service, standards of performance, the discipline of officers, and other matters incident to the performance of such services and control of personnel so employed shall remain in County.

3. For the purpose of said functions, County shall furnish and supply all necessary labor, supervision, equipment, communication facilities and supplies necessary to maintain the level of services to be rendered hereunder.

4. County hereby covenants and agrees to hold and save the City and all of its officers, agents, and employees harmless from all claims whatsoever that might arise against City, its officers, agents, or employees in the performance of the duties to be performed by the County, by terms of the agreement.

5. County shall make available for the performance of the duties included in this agreement properly supervised officers for 30 hours per day. Said hours to be in addition to those duties customarily performed by the Sheriff under the obligations and provisions of the state statutes now enforced. Hours may be increased or decreased at any time upon a written agreement of both parties.

a. The Sheriff shall provide patrol within City upon a mutually agreed upon schedule. The Sheriff shall also designate a representative to report on law enforcement activities at City Council meetings upon the request of the City Council or the City Manager.

b. The City Manager shall be authorized to request special or emergency patrols or response by the Sheriff.

c. The Sheriff shall consult with the City Manager on the assignment of officers assuming regularly scheduled shifts in the City. Upon official request of the City Manager, the Sheriff shall reassign regularly scheduled officers. Prior to assigning the day shift officer, the City Manager shall be given the opportunity to interview the officer and approve or deny his or her assignment as day shift officer.

6. All persons employed in the performance of such services and functions pursuant to this agreement for City shall be County employees, and no person employed hereunder shall have any City pensions, salary, or any status or rights under the provisions of City employment.

7. City shall not be called upon to assume any liability for the direct payment of any salaries, wages, or other compensation to any County personnel performing services hereunder for City, or any liability other than that provided for in this agreement. Except as otherwise herein specified, City shall not be liable for compensation or indemnity to any County employee for any injury or sickness arising out of his/her employment.

8. City shall provide office space at no cost to the County for assigned officers. Office space shall include all utilities including telephone service. Shift change for officers assigned to the city shall occur at the City office.

9. County, its officers and employees, shall not be deemed to have assumed any liability for acts of City, or of any officer, employee or agent thereof, and City hereby covenants and agrees to hold and save County and all of its officers, agents, and employees harmless from all claims whatsoever that might arise against County, its officers, agents, or employees, by reason of any act of City, its officers, agents, and employees. City will secure and maintain throughout the term of this agreement comprehensive liability insurance for City, its officers, employees, and agents in form and amount acceptable to County.

10. This agreement shall be effect from the 1st day of July, 1989, and shall run through the 30th day of June, 1990, and thereafter until terminated as hereinafter provided.

11. City will pay County for such basic law enforcement services as provided herein at the rate of \$25.73 per hour based upon County billing and accounting of services. Payment to be made in advance the first day of the month upon execution of the contract and then the first day of each month thereafter.

12. The rate of consideration after June 30, 1990, shall be subject to negotiation by the parties. County shall notify, in writing, City of any proposed rate adjustment no later than March 1st of the fiscal year.

13. It is mutually agreed that either party may terminate this agreement for any reason after the 30th day of June, 1990. If either of the parties to this agreement desires to terminate this contract after the 30th day of June, 1990, they shall give the other party notice prior to March 1st of the fiscal year. In any event, either party may terminate this agreement at any time for any failure or refusal on the part of the other party to faithfully perform the contract according to its terms.

IN WITNESS WHEREOF, this instrument has been executed in duplicate originals, pursuant to resolutions heretofore duly and legally adopted by either of the parties signatory hereto.

BOARD OF COUNTY COMMISSIONERS  
OF CLACKAMAS COUNTY

CITY OF WILSONVILLE

\_\_\_\_\_  
Chairman

  
\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Commissioner

APPROVED BY:

DATE SIGNED:

\_\_\_\_\_  
Sheriff

\_\_\_\_\_

BEFORE THE CITY COUNCIL OF THE  
CITY OF WILSONVILLE, OREGON

In the Matter of the Application of  
**Town Center Park Apartments**  
for a rezoning of land, amendment  
of the City of Wilsonville Zoning  
Map and Stage I approval of Master  
Site Plan as incorporated in Section  
4.002 of the Wilsonville Code

ZONING ORDER NO. 89PC10

The above-entitled matter is before the Council to consider the application of Town Center Park Apartments for a zone change and an order amending the official Zoning Map as incorporated in Section 4.002 of the Wilsonville Code, and

It appearing to the Council that the property which is the subject of this application is described as follows: See Exhibit 4C, and such property has heretofore appeared on the official Zoning Map zoned as PDC, and the Council having heard and considered all matters relevant to the application, finds that the application should be approved, and it is therefore (see Exhibit 4B for Conditions of Approval)

ORDERED that the property described above is hereby rezoned as follows: PDC to PDR, and such rezoning be and the same is hereby declared an amendment to the Wilsonville Zoning Map (Section 4.002 WC) and shall appear as such from and after entry of this Order.

The property subject to this Zoning Order is also subject to the Order of the City Council in respect thereto made.

DATED this 1st day of May, 1989.

  
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JOHN M. LUDLOW, Mayor

Approved as to form:  
ATTEST:  
City Recorder  
City of Wilsonville, Oregon

By:   
\_\_\_\_\_  
PAMELA J. MOLES, City Recorder Pro-Tem