

RESOLUTION NO. 2017-15

RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN WASHINGTON COUNTY, OREGON, AND CITY OF FOREST GROVE, OREGON, RELATING TO CONTRACT COURT SECURITY SERVICES

WHEREAS, the City wishes to provide law enforcement security during court proceedings for the Forest Grove and Cornelius Municipal Courts; and

WHEREAS, Washington County, through its contract with the City of Cornelius, is willing to provide court security services; and

WHEREAS, an Intergovernmental Agreement formalizing the terms has been developed; and

WHEREAS, the Intergovernmental Agreement requires the City Council approval.

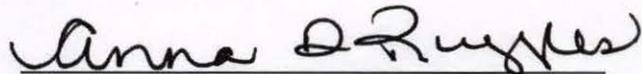
NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF FOREST GROVE AS FOLLOWS:

Section 1. The City Council hereby approves the Intergovernmental Agreement (IGA) with Washington County to provide security services to the municipal courts administrated by the City of Forest Grove as provided in the attached Exhibit A.

Section 2: The City Manager is hereby authorized to execute the IGA (attached as Exhibit A) on behalf of the City of Forest Grove.

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

PRESENTED AND PASSED this 23rd day of January, 2017.



Anna D. Ruggles, City Recorder

APPROVED by the Mayor this 23rd day of January, 2017.



Peter B. Truax, Mayor

**INTERGOVERNMENTAL AGREEMENT BETWEEN WASHINGTON COUNTY
OREGON AND CITY OF FOREST GROVE OREGON RELATING TO CONTRACT
COURT SECURITY SERVICES**

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

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

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

WHEREAS, the County has adopted policies for developing contracts to provide court security services to cities, and has the legal authority to provide police services within the geographical area of the City; and

WHEREAS, the City desires to enter into an agreement with the County whereby the County, through the Sheriff, provides court security services to the City and its inhabitants; and

WHEREAS, the County agrees to render court security services, through the Sheriff, under the following principles:

1. Court security services provided by the County to the City should be clearly identified and articulated.
2. Services should be accurately priced to provide a reasonable and predictable cost to the City while avoiding county subsidy of City services by ensuring full-cost recovery.
3. Any service level changes made will result in corresponding changes in costs to the City as determined by the methodology in the costing model.
4. County law enforcement employees assigned to the City for the purpose of court security should strive to provide high-quality police services, cooperate with City officials to meet the goals of the City, and establish a positive relationship with the residents of the City.

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

1. Court Security Services. For the term of this contract, the County will provide a uniform deputy for the purposes of court security.

2. Service Costs. Service costs will be charged on an hourly basis the current hourly overtime rate for a uniformed deputy according to the County cost plan, currently \$80.00 per hour, with a three hours minimum per deputy.
3. Decision and Policy-Making Authorities. The County will provide the services identified in paragraph 1 above. The respective authorities of the City and the County that make operational decisions and develop and implement policies in this regard shall be governed by the following guidelines.
 - a. Daily Operations: The City Court Supervisor will provide general direction to the designated WCSO SGT, in terms of coordinate scheduling of the County deputy assigned to assist the Courts.
 - b. General Orders, Policies and Procedures: All deputies working on behalf of the City will remain subject to all Washington County Sheriff's Office (WCSO) policies, procedures, and general orders.
4. Control of Personnel and Equipment. The County is acting hereunder as an independent contractor so that:
 - a. Control of Personnel. Control of personnel, standards of performance, discipline and all other aspects of performance shall be governed entirely by the County. Allegations of misconduct shall be investigated in accordance with WCSO policy.
 - b. Liabilities. The County shall be responsible for the salary, wages, and benefits any other compensation, including Workers Compensation benefits for WCSO deputies assigned to perform services under this Agreement.
5. Indemnification.
 - a. County Held Harmless. Subject to the limits of the Oregon Tort Claims Act and the Oregon constitution, the City shall indemnify and hold harmless the County and its officers, agents, and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of any act or omission of the City, its officers, agents, and employees, or any of them relating to or arising out of performing services pursuant to this Agreement. In the event that any suit based upon such a claim, action, loss, or damages is brought against the County, the City shall defend the same as its sole cost and expense; provided that the County reserves the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment be rendered against the County, and its officers, agents, and employees, or any of them, or jointly against the County and the City and their respective officers, agents, and employees, or any of them, the City shall satisfy the same. City shall secure and maintain throughout the terms of this agreement comprehensive liability insurance in the amount of one

million dollars (\$1,000,000) for City, its officers, employees and agents and naming Washington County as an additional insured.

- b. City Held Harmless. Subject to the limits of the Oregon Tort Claims Act and the Oregon constitution, the County shall indemnify and hold harmless the City and its officers, agents, and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of any act or omission of the County, its officers, agents, and employees, or any of them relating to or arising out of performing services pursuant to this agreement. In the event that any such suit based upon such a claim, action, loss, or damages is brought against the City, the County shall defend the same at its sole cost and expense; provided that the City reserves the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment in said suit be rendered against the City, and its officers, agents, and employees, or any of them, or jointly against the City and the County and their respective officers, agents, and employees, or any of them, the County shall satisfy the same.
 - c. Liability Related to City Ordinances, Policies, Rules and Regulations. In executing this Agreement, the County does not assume liability or responsibility for, or in any way release the City from any liability or responsibility which arises in whole, or in part, from the existence or effect of City ordinances, policies, customs, rules or regulations, whether written or unwritten. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such City ordinance, policy, custom, rule or regulation is at issue, the City shall defend the same at its sole expense and, if judgment is entered or damages are awarded against the City, the County, or an individual officer assigned to the City, the City shall satisfy the same, including all chargeable costs and reasonable attorney fees. If a claim, suit, administrative proceeding or action determines that a City policy or ordinance is unconstitutional and / or violates a person's rights, City shall indemnify County and any involved individual officer. The City's defense and indemnification of an individual officer pursuant to this section shall be in accordance with ORS 30.285. The sole intent of this provision is to make the City liable for the defense and indemnity of claims that allege municipal liability as a result of a City ordinance, policy, custom, rule or regulation, and is not intended to override the provisions of 8a and 8b that make each party liable for its own actions.
6. Termination Process. Either party may initiate a process to terminate this agreement as follows:
- a. Notice of Termination. If either party wishes to terminate this agreement, they shall provide the other party with a 10 day written notice of intent to terminate the agreement.

7. Duration. This Agreement is effective upon authorization and signature by both parties. The term of this agreement is January 23, 2017 to December 31, 2018. This agreement may be renewed for an additional term of up to six years upon agreement of all parties.
8. Agreement Administration
 - a. Agreement Administrators. The assigned WCSO Sergeant and the City Court Supervisor shall serve as agreement administrators to review agreement performance and resolve operational problems.
 - b. Referral of Unresolved Problems. The City Court Supervisor shall refer any police service operational problem, which cannot be resolved, to the Cornelius Chief of Police. The Cornelius Chief and City Court Supervisor shall meet as necessary to resolve such issues.
 - c. Agreement Dispute Issues. Agreement dispute issues involving Agreement language interpretation, cost, and other non-operational matters shall be referred to the Cornelius Chief and the Forest Grove Director of Administrative Services.
 - d. Audits and Inspections. The records and documents with respect to all matters covered by this agreement shall be subject to inspection, review or audit by the County or City during the term of this Agreement and three (3) years after termination.
9. Third Party Beneficiaries. County and City are the only parties to this contract and are the only parties entitled to enforce its terms. Nothing in this contract gives, or is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to any third party unless such person is individually identified by name herein and expressly described as intended beneficiaries of this contract
10. Written Notice. Any notice of change, termination or other communication having a material effect on this Agreement shall be upon the Cornelius Chief, and the City Court Supervisor, and either hand-delivered or by certified or registered mail, postage prepaid. Except as provided in this Agreement, it is agreed that thirty calendar days shall constitute reasonable notice for the exercise of any right in the event that applicable law specifically requires such notice.
11. Governing Law, Venue, Attorney Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to the principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") shall be brought and conducted solely within the Washington County Circuit Court for the State of Oregon; provided, however that if a Claim is brought in a federal forum, it shall be brought and maintained within the United States District Court for the District of Oregon.

12. Force Majeure. Neither County nor City shall be held responsible for delay or default caused by fire, riot, acts of God, terrorism, or acts of war where such cause was beyond reasonable control.
13. Survival. The terms, conditions, representations and all warranties contained in this Agreement shall survive the termination or expiration of this Agreement.
14. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original, each of which shall constitute one and the same instrument.
15. Warranties. The parties represent and warrant that they have the authority to enter into and perform this Agreement, and that this Agreement, when executed, shall be a valid and binding obligation enforceable in accordance with its terms.
16. Entire Agreement and Waiver of Default. The parties agree that this Agreement is the complete expression of the terms hereto and any oral or written representations or understandings not incorporated herein are excluded. Both parties recognize that time is of the essence in the performance of the provisions of this Agreement. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Agreement shall not be deemed to be waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such through written approval of the County, which shall be attached to the original Agreement.

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

WASHINGTON COUNTY

CITY OF FOREST GROVE

By: _____

By: _____

Name Printed: _____

Name Printed: JESSE VANDERZANDEN

Washington County

Title CITY MANAGER

Approved as to Form:

Approved as to Form:

Legal Counsel for Washington County

N/A

Legal Counsel for City of Forest Grove



A place where families and businesses thrive.

<i>CITY RECORDER USE ONLY:</i>	
AGENDA ITEM #:	<u>8</u>
MEETING DATE:	<u>1/23/17</u>
FINAL ACTION:	<u>Res 2017-15</u>

CITY COUNCIL STAFF REPORT

TO: *City Council*

FROM: *Jesse VanderZanden, City Manager*

MEETING DATE: *January 23, 2017*

PROJECT TEAM: *Paul Downey, Administrative Services Director*

SUBJECT TITLE: *Resolution – Authorize IGA with Washington County for Court Security*

ACTION REQUESTED:	<input type="checkbox"/> Ordinance	<input type="checkbox"/> Order	<input checked="" type="checkbox"/> Resolution	<input type="checkbox"/> Motion	<input type="checkbox"/> Informational
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X all that apply

ISSUE STATEMENT: Staff has been discussing the issue of providing police security for Municipal Court with the Judge and court staff for several months. The Judge has indicated that behavior and attitudes of several of the people cited into Court have been getting progressively worse to the point where the Judge feels that physical security would be appropriate. Forest Grove Police and the Cornelius Police Department through Washington County are willing to provide court security. Washington County has prepared an intergovernmental agreement (IGA) describing the terms of the agreement to provide court security. The City Council is being asked to approve the IGA.

BACKGROUND: The plan is for Cornelius PD (WCSO) to provide a uniformed officer for the first court date of each month and for Forest Grove PD to provide a uniformed officer for the second court date of each month. This assignment will usually be an overtime assignment as neither agency has the staff to pull officers off patrol to provide court coverage. Security is only provided at arraignment sessions. For trials, the officer presenting the case to the court provides security.

City staff are reviewing other security measures such as an alarm which automatically dispatches officers and security cameras. These would be in addition to the physical presence of an officer and could be used for other meetings such as City Council and Planning Commission meetings.

FISCAL IMPACT: Since officers will be on overtime status, the cost to provide this service is estimated to be about \$5,000 for a full fiscal year. The costs will be paid from fine revenue.

STAFF RECOMMENDATION: Staff recommends the City Council approve the attached IGA.

ATTACHMENT(s): Resolution Authorizing IGA to Provide Court Security