RESOLUTION NO. 854

A RESOLUTION ADOPTING THE POLICE SERVICES CONTRACT WITH CLACKAMAS COUNTY.

WHEREAS, the city staff has prepared a report on the above captioned subject which is attached hereto as Exhibit "A"; and

WHEREAS, the City Council has duly considered the subject and the recommendation(s) contained in the staff report; and

WHEREAS, interested parties, if any, have had an opportunity to be heard on the subject.

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

1.   That the Wilsonville City Council does hereby adopt the staff report attached hereto as Exhibit "A", with the recommendation(s) contained therein and further instructs that action appropriate to the recommendation(s) be taken.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 1st day of July, 1991 and filed with the Wilsonville City Recorder this date.

_____
GERALD A. KRUMMEL, Mayor

ATTEST:

_____
VERA A. ROJAS, CMC. City Recorder

SUMMARY of Votes:

Mayor Krummel	AYE
Councilor Chandler	AYE
Councilor Carter	AYE
Councilor Lehan	AYE
Councilor Van Eck	AYE

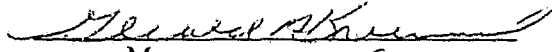Modification to 1989-90 Clackamas
County Sheriff's Contract

This modification is written to make the following changes to the 1989-90 Contract between Clackamas County (Sheriff's Department) and the City of Wilsonville to provide police services.

1.   This modification is effective July 1, 1991.

2.   The contract term is extended for one additional year, to June 30, 1992, inclusive.

3.   For the extended year of the agreement, the per hour cost of Sheriff police services is $30.09 per hour, for four shifts daily, 40 hours per day. All other terms of the contract shall remain in effect.

BOARD OF COUNTY COMMISSIONERS   CITY OF WILSONVILLE
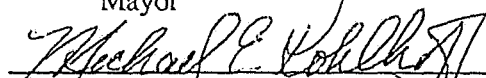OF CLACKAMAS COUNTY
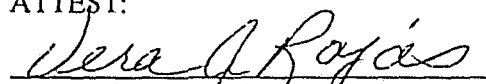
_____   _____
            Chairperson   Mayor

_____   _____
            Commissioner   City Manager/City Attorney

_____
            Commissioner

                                         ATTEST:

                                         _____
                                                 City Recorder

            APPROVED BY: DATE SIGNED:

_____   7-5-91
            Sheriff   _____

AGREEMENT

THIS AGREEMENT, made and entered into this 18th day of May , 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.
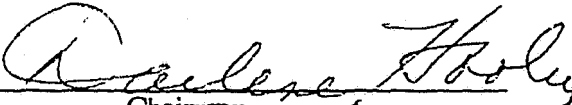
12.   The rate of consideration after June 30, 1990, shall be subject to negotiation by the parties. County shall notify, in writing, City of any proposed rate adjustment no later than March 1st of the fiscal year.

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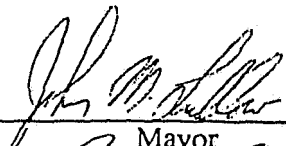
IN WITNESS WHEREOF, this instrument has been executed in duplicate originals, pursuant to resolutions heretofore duly and legally adopted by either of the parties signatory hereto.

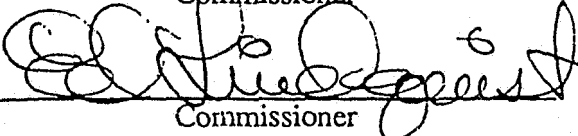BOARD OF COUNTY COMMISSIONERS
OF CLACKAMAS COUNTY

_____
Chairman

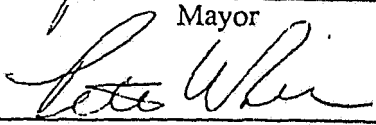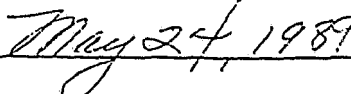_____
Commissioner

_____
Commissioner

CITY OF WILSONVILLE

_____
Mayor

_____
City Manager

APPROVED BY:

_____
Sheriff

DATE SIGNED:

_____
May 24, 1989