

INTERGOVERNMENTAL AGREEMENT
Between the City of Portland and Multnomah County Sheriff's Office

This is an Agreement between the City of Portland (PORTLAND) and Multnomah County by and through the Multnomah County Sheriff's Office (MCSO), pursuant to authority granted in ORS Chapter 190.

WHEREAS PORTLAND and MCSO entered into an agreement since 2005 for the purpose of reserving 57 secure jail beds for the pre-arraignment lodging of certain arrestees designated by PORTLAND and establishing the protocols for use of these jail beds whereby PORTLAND paid to MCSO a flat rate of \$325,000 per quarter; and

WHEREAS the parties agree that a flat fee per quarter does not fully compensate MCSO for the cost per bed day of lodging the arrestees pre-arraignment; and

WHEREAS the parties agree that PORTLAND will reimburse MCSO at the same bed day rate as charged by MCSO to the Federal Marshalls of \$125.00 per bed day; and

WHEREAS the parties agree that the maximum dollar amount the City will be obligated to pay in this IGA is \$456,250; and

WHEREAS due to a reduction in usable jail beds the parties have agreed to reduce the number of secure jail beds reserved for the pre-arraignment lodging of certain arrestees designated by PORTLAND to **10**;

NOW THEREFORE the parties hereby agree as follows:

1. **TERM.** The term of this agreement shall be from July 1, 2008 to June 30, 2009 and may be renewed for successive one year terms at the discretion of the Sheriff and the Mayor.

2. DEFINITIONS

Bed day: For the purposes of this contract, a "bed day" shall mean any amount of time an inmate is in MCSO custody at a Corrections Facility during a calendar day.

Corrections Facility: For the purposes of this contract, a "Corrections Facility" shall mean Multnomah County Detention Center or Inverness Jail.

P57: The code used by both PORTLAND and MCSO to designate arrestees subject to a pre-arraignment hold under this agreement.

3. RESPONSIBILITIES.

A. Responsibilities of Portland. PORTLAND will utilize the following protocols to designate an arrestee as subject to a P57 pre-arraignment hold:

1. Portland Police Officers will designate an individual as a P57 arrestee based upon their determination that an individual is subject to probable cause arrest for one of the crimes as defined in Oregon Revised Statutes and specified in Exhibit A attached hereto:
2. Portland Police Officers will clearly label Custody reports as P57 arrestees.
3. When a P57 eligible arrestee is issued a Citation and not lodged into the County jail, the arresting Officer's supervisor will submit a brief e-mail, through channels to the Assistant Chief of Operations, explaining the exception to the P57 policy.
4. PORTLAND will limit the number of arrestees brought to booking each day that are designated as P57 according to agreement of the project managers. The project managers will review the number at every Management Committee meeting for adjustment recommendations.
5. Portland Police Bureau will ensure positive identification of P57 designated arrestees is made through manual and/or computerized fingerprint records and that a check for wants and warrants is completed prior to arraignment.
6. Provide staff support for data analysis as specified in the Management Information Systems Agreement described in Section 3.B of this contract.
7. The Office of the Mayor will coordinate and convene a Management Committee, defined in 3.A. below to monitor the effectiveness of the Project and advise PORTLAND and MCSO regarding policy and procedural changes to ensure effective utilization of the P57 designated jail resources.
8. Portland will pay MCSO for each bed day used by a P57 designated arrestee at the rate of \$125.00 per bed day pursuant to quarterly billings issued by MCSO within 30 days of receipt of each quarterly billing. The maximum dollar amount the City will be obligated to pay in this IGA is \$456,250.
9. Portland understands that special missions must continue to be coordinated with MCSO to ensure adequate jail capacity.

B. Responsibilities of MCSO. Multnomah County Sheriff's Office will:

1. Make available ten (10) jail bed days to house P57 arrestees.
2. Book and hold P57 arrestees until they appear in court for arraignment on their charges, subject to bail and recognizance release. Post arraignment, Project 57 arrestees will be subject to standard custody disposition protocols as established by the Multnomah County Sheriff's Office (MCSO) and the court system, except as specified below.

3. Apply MCSO Emergency Population Release Policy to P 57 arrestees as follows:

- Each P57 arrestee will be exempted from Emergency Population Release until arraignment unless P57 capacity as defined in B.1. above is exceeded
 - In the event MCSO initiates an Emergency Population Release pursuant to County policy, the number of P57 detainees in excess of .10 may be considered for release consistent with the Matrix scoring range under consideration at the time consistent with their charges.
4. Maintain consistent book and hold until arraignment treatment of arrestees meeting P57 criteria county-wide.
5. MCSO will provide a report of current P57 capacity to the Management Committee at each meeting of the Committee. In addition, the MCSO Project Manager or designee will communicate with Portland's Project Manager or designee regarding daily bed capacity as needed to adjust the flow of P57 bookings as described in Section 2.A(5) above.
6. If an arrestee, originally booked as a P57 is charged on non-P57 offenses that require the arrestee be held post-arraignment, that arrestee will be removed from the P57 bed count.
7. Up to five (5) P57 beds are dedicated to hold post-arraignment P57 arrestees not released at arraignment. This designation will be made by PPB and communicated to MCSO Project Manager or designee prior to arraignment.

4. PROJECT MANAGEMENT.

A. Project Oversight.

1. A management committee organized as set out below will meet on a schedule determined by the Committee:

Management Committee:

- Mayor's Office
- Assistant Chief, Portland Police Bureau
- Commander, Portland Police Bureau
- Deputy District Attorney, Multnomah County
- Deputy City Attorney, City of Portland
- Multnomah County Sheriff's Office Booking Manager
- Designee of the Multnomah County Department of Community Justice
- Chief Deputy of Corrections MCSO or designee
- County Attorney or designee

2. The Management Committee will evaluate data on P57 arrestees to determine the extent to which:
 - The demographics of the P57 arrestees reflect the intended arrestee profile parameters.
 - The arrestee profiles and P57 arrest designations represent an effective use of the P 57 beds.
 - Arrestees designated P57 are in fact, being held in jail through arraignment.
 - P57 beds impact on jail operations in terms of population releases.
3. The Management Committee will advise the Project Managers regarding adjustments to P 57.

B. Project Evaluation.

Data for the following Performance Measures will be collected, analyzed, and reported periodically to the Management Committee based upon the Management Information System Agreement to include the following data:

- Number of P 57 arrestees detained through arraignment by criminal charge
- P 57 arrestee profiles by:
 - Gender and ethnicity
 - Prior arrests, by charge
 - Prior convictions, by charge
 - Arraignment disposition
 - FTA Warrants outstanding at time of detention as a Project 57 arrestee
 - Other Wants and Warrants outstanding at time of detention as a Project 57 arrestee
 - Matrix Score
 - Number of Days of Incarceration
- Number of arrestees admitted to the Voluntary Substance Abuse Treatment (VSAT) program
- Profiles of arrestees admitted to VSAT
- Number of arrestees cited or taken into custody after completing participation in P57, by charge
- Number of P57 arrestees detained through arraignment, by criminal charge
- Number of P57 arrestees released prior to arraignment by criminal charge, Matrix score, reason for release (including bail and recog), and arraignment disposition
- Daily Matrix release high score
- Daily average Matrix score for P57 arrestees
- List of P57 eligible persons cited in lieu of lodging

C. Project Managers.

City of Portland's Project Manager:

Assistant Chief
Portland Police Bureau

1111 SW Second Avenue
Portland, Oregon 97204
(503) 823-0000

Multnomah County's Project Manager: Chief Deputy for Corrections
Multnomah County Sheriff's Office
501 SE Hawthorne, Blvd, Suite 350
Portland, Oregon 97215
(503) 988-4409

All communications or notices under this Agreement shall be provided to the Project Managers. The parties shall promptly notify each other in writing of any change in the designated Project Managers.

5. **TERMINATION.** Either party may terminate this Agreement for its convenience and without penalty by giving the other party thirty (30) days written notice of its intention to terminate.

6. **INDEMNIFICATION.** Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, MCSO shall indemnify, defend and hold harmless PORTLAND from and against all liability, loss and costs arising out of or resulting from the acts of MCSO, its officers, employees and agents in the performance of this agreement. Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300 PORTLAND shall indemnify, defend and hold harmless MCSO from and against all liability, loss and costs arising out of or resulting from the acts of PORTLAND, its officers, employees and agents in the performance of this agreement.

7. **INSURANCE.** Each party shall each be responsible for providing worker's compensation insurance as required by law. Neither party shall be required to provide or show proof of any other insurance coverage.

8. **ADHERENCE TO LAW.** Each party shall comply with all federal, state and local laws and ordinances applicable to this agreement.

9. **NON-DISCRIMINATION.** Each party shall comply with all requirements of federal and state civil rights and rehabilitation statutes and local non-discrimination ordinances.

10. **ACCESS TO RECORDS.** Each party shall have access to the books, documents and other records of the other which are related to this agreement for the purpose of examination, copying and audit, unless otherwise limited by law.

11. **SUBCONTRACTS AND ASSIGNMENT.** Neither party will subcontract or assign any part of this agreement without the written consent of the other party.

12. **NO THIRD PARTY BENEFICIARY.** Multnomah County Sheriff's Office (MCSO) and PORTLAND are the only parties to this Agreement, and as such are the only parties entitled to

enforce its terms. Nothing in this Agreement gives or shall be construed to give or create or provide any legal right or benefit, direct, indirect or otherwise, to any party unless that party is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

13. SEVERABILITY. The parties agree that if any provision of this Agreement is declared by a Court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected.

14. MEDIATION. Should any dispute arise between the parties concerning this Agreement, which is not resolved by mutual agreement, it is agreed that it will be submitted to mediation negotiation prior to any party commencing litigation. In such an event, the parties to this Agreement agree to participate in good faith in a non-binding mediation process. The mediator shall be selected by mutual agreement of the parties, but in the absence of such agreement each party shall select a temporary mediator, and those mediators shall jointly select the permanent mediator. All costs of mediation shall be borne by both parties.

15. INTEGRATION. This Agreement contains the entire agreement between the parties regarding the subject matter addressed herein and supersedes all prior written and oral discussions or agreements.

16. THIS IS THE ENTIRE AGREEMENT. This Agreement constitutes the entire Agreement between the parties. This Agreement may be modified or amended only by the written agreement of the parties.

The parties have caused this Agreement to be executed by their duly appointed officers, authorized to bind the party for which they sign.

CITY OF PORTLAND

MULTNOMAH COUNTY

By: _____
Sam Adams Ted Wheeler
Mayor

By: _____
Chair

By: _____
Gary Blackmer, Auditor

By: _____
Robert Skipper, Sheriff
Multnomah County Sheriff's Office

Approved as to form:

Reviewed:

APPROVED AS TO FORM

Linda Meng, City Attorney

CITY ATTORNEY

Agnes Sowle, County Attorney



PROJECT 57

Addendum "K"

Corrections Division Special Order 05-27



Revised – July 15, 2008

In accordance with the current "Project 57" agreement between the City of Portland and Multnomah County, the following charges shall be booked and placed on the "Y" list exempting them from population release until arraignment. This criteria will apply to all jurisdictions in Multnomah County.

Parole and Probation Violation Detainers for any PCS crime when subject can be identified on the "PPB NLCEP List" held in Intake Floor Control. Custodies should be labeled "NLCEP – PCS-Only Detainer"

PROBABLE CAUSE ARRESTS:

- ▶ Burglary II
- ▶ Unauthorized Use of a Motor Vehicle (UUMV)
- ▶ Trespass II from "Operation Pier Park" and/or "New Columbia"
- ▶ Prostitution or Attempted Prostitution
- ▶ Unlawful Entry into a Motor Vehicle
- ▶ Criminal Mischief I and II involving Graffiti
- ▶ Interfering with Public Transportation
- ▶ Unlawful Possession of a Firearm
- ▶ Any custody with a charge specified above that additionally lists a warrant, excluding an INS hold, will also be designated as a P57.

Subsequent addenda shall be published as needed during the term of this agreement.