

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE HOUSING AUTHORITY CITY OF PORTLAND AND
THE CITY OF PORTLAND**

The City of Portland (CITY), and the Housing Authority of Portland (HAP) enter into this agreement for the purpose of providing enhanced community policing services for New Columbia.

1. Community Policing Services

- a. CITY agrees to provide public safety services at New Columbia, which emphasizes a community policing approach toward law enforcement, public safety and community livability. The CITY will work with a New Columbia Community Policing Team made up of HAP, New Columbia property management, the Office of Neighborhood Involvement, Portland Parks Bureau, Portland Public Schools and others working together to provide a unified and comprehensive effort at New Columbia.
- b. CITY agrees to provide seven (7) day-a-week community policing presence at New Columbia including the New Columbia Community Campus. Except for the situations outlined in Section 4.c of this agreement, CITY agrees to dedicate the same specific officers to provide this service on a day-to-day basis. CITY agrees that a degree of attention will be paid to surrounding HAP property such as the Tamarack Apartments and St. Johns Woods as situations arise. Actual shifts and hours worked by law enforcement personnel may vary to meet the workload and demands of service delivery.
- c. CITY agrees to participate in community events, meetings, youth leadership events and other community building activities to the greatest extent possible.
- d. CITY agrees to assist New Columbia households with drug and alcohol issues, domestic violence and other associated issues through referral to an appropriate treatment or social service agency.
- e. CITY agrees to work with schools on attendance and curfew issues.
- f. CITY agrees to place a special interest on providing a positive influence towards the youth of New Columbia and participate as necessary to mediate conflicts between youth and residents of New Columbia.
- g. CITY agrees to support HAP by enforcing trespass laws and assisting HAP in enforcing HAP's eviction policy.

2. Information Exchange

- a. CITY agrees that police officers will meet with New Columbia property management staff, HAP staff and other associated staff on a weekly basis to exchange information and inform them of situations that arose regarding disturbances and incidents that are counterproductive to a safe and livable community.
- b. CITY agrees to produce a bi-monthly activity report reflecting a summary of activities.

3. Assignment of Personnel

- a. CITY agrees to provide four (4) specific FTE police officers hereinafter referred to as "ASSIGNED PERSONNEL". For the purpose of this section, four (4) FTE positions means employees who are regularly scheduled to work at least 40 hours per week.
- b. CITY and HAP will jointly interview and select ASSIGNED PERSONNEL. The parties further agree to consider the desires of the HAP and New Columbia Property Management in making assignments, but that final authority for assigning ASSIGNED PERSONNEL remains with CITY.
- c. CITY agrees that each police officer provided as ASSIGNED PERSONNEL shall be certified as a police officer by the Board of Public Safety Standards and Training.
- d. HAP does not assume any liability for the direct payment of any wages, salaries or other compensation to ASSIGNED PERSONNEL performing services pursuant to the terms of this agreement or for any other liability not provided for in this agreement.
- e. CITY shall maintain Workers' Compensation insurance coverage for their ASSIGNED PERSONNEL, either as a carrier insured employer or a self-insured employer as provided in ORS chapter 656.

4. Supervision

- a. CITY agrees that the ASSIGNED PERSONNEL provided hereunder shall be and remain employees of CITY. The ASSIGNED PERSONNEL shall be supervised by CITY and shall perform their duties in accordance with the administrative and operational procedures of CITY.
- b. CITY agrees to provide Police Bureau supervisory support to coordinate the shift schedules and work activities of the police officers assigned to New Columbia. The presence of ASSIGNED PERSONNEL at New Columbia will be by a combination of patrol car, foot and bicycle. Every effort will be made so that ASSIGNED PERSONNEL are seen as approachable and accessible to residents of New Columbia.
- c. CITY and HAP acknowledge that the ASSIGNED PERSONNEL will be absent from duty for various reasons, including but not limited to vacation, holiday, illness, injury,

training, leave of absence, and administrative leave. CITY and HAP also acknowledge that some employee leave of absences are a result of paid leave that the ASSIGNED PERSONNEL earn and are entitled to take. CITY and HAP also acknowledge that some employee's absence is the result of actions taken by the employer, with or without the employee's consent. In accordance with the foregoing acknowledgments, CITY and HAP agree:

- i Except as provided in subsection (ii) below, CITY will not be responsible or otherwise obligated to replace any ASSIGNED PERSONNEL who are absent due to paid accrued leave, including but not limited to: vacation, holiday, sick leave or absent while participating in training directly related to the services
- ii CITY will replace any ASSIGNED PERSONNEL who are absent due to: 1) vacation time exceeding 15 consecutive days during the fiscal year; 2) employer action exceeding 15 consecutive days, including but not limited to training not related to or provided by this agreement; 3) leave of absence greater than 15 consecutive days granted at employer's discretion; 4) administrative leave greater than 15 consecutive days; or 5) absence of more than 10 consecutive days due to a job related injury.
- iii In the event CITY does not replace any ASSIGNED PERSONNEL pursuant to subsection (ii) of this section, CITY will not invoice HAP for those personnel costs.
- d. HAP and CITY agree to meet on a quarterly basis during the contract period at mutually convenient times to review the progress of the agreement.
- e. CITY Agrees to furnish to HAP all payroll and work assignment documents necessary.

5. Collective Bargaining

- a. CITY agrees that matters concerning direct or indirect monetary benefits, hours, vacations, sick leave, City and Bureau policy and the provisions of existing collective bargaining agreements between the ASSIGNED PERSONNEL and City shall govern procedures and other conditions of employment regarding ASSIGNED PERSONNEL under this agreement.
- b. CITY and HAP agree that all labor disputes arising out of this agreement shall be governed by the provisions of applicable collective bargaining agreements in effect during the agreement, and the personnel rules of the CITY.

6. Office Space

HAP agrees to provide sufficient office space for the use by CITY, mutually agreed upon by the parties, including costs for water, garbage, heat and electricity at New Columbia. CITY agrees to cover the cost of the telephone and DSL services.

7. Reimbursement of Costs

HAP agrees to pay the CITY for services under this agreement in accordance with Exhibit A. HAP agrees to pay CITY within 30 days of receipt of invoices.

8. Indemnification and Liability

- a. Subject to the limitations of the Oregon Tort Claims Act and the Oregon Constitution, CITY agrees to indemnify, defend and hold harmless HAP, its officers, employees and agents from all claims, suits, actions or expenses of any nature resulting from or arising out of the acts, errors or omissions of the ASSIGNED PERSONNEL acting pursuant to the terms of this agreement.
- b. Subject to the limitations of the Oregon Tort Claims Act and the Oregon Constitution, HAP agrees to indemnify, defend and hold harmless CITY, its officers, employees and agents, including ASSIGNED PERSONNEL, from all claims, suits, actions or expenses of any nature resulting from or arising out of the acts, errors or omissions of HAP.

9. Dispute Resolution

- a. While parties have attempted to make an agreement anticipating and addressing their concerns, HAP and CITY acknowledge the possibility that a claim, controversy or dispute may arise out to this agreement. HAP and CITY agree that each party has an obligation and affirmative duty to make a good faith effort to resolve any claims, controversy or dispute, including the giving of timely, written notification thereof to the other party.
- b. 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 mediated 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 equally by both parties.

10. Contract Administration

- a. HAP designates Ben Wickham or his successor, to represent HAP in all matters pertaining to administration of this agreement.
- b. CITY designates North Precinct Commander James Ferraris or his successor to represent CITY in all matters pertaining to administration of this agreement.
- c. Any notice or notices provided for by this agreement or by law to be given or served upon either party shall be given or served by certificate letter, deposited in the U.S. mail, postage prepaid, and addressed to:

Ben Wickham
C/O HAP
135 S.W. Ash
Portland, Oregon 97204

James Ferraris, Commander
Portland Police Bureau - North Precinct
449 N.E. Emerson
Portland, Oregon 97211

11. Records

- a. CITY shall retain all pertinent records associated with this agreement for three (3) years after final payment under the contract or until all audits are complete and claims resolved.
- b. HAP shall have access to records that are directly pertinent to this agreement to be able to verify that the terms of this agreement have been satisfied, subject to Oregon's Public Records law and CITY'S policies, which may prohibit the release of some information.
- c. HAP shall notify the CITY'S contract administrator at least ten (10) working days in advance of the commencement of an audit and audits shall be conducted during normal working hours (0900-1700 hours) unless otherwise scheduled by mutual agreement.

12. General Assurances

CITY and HAP shall comply with the Equal Employment Opportunity Act, Executive Order 11246 and subsequent amendments.

13. Term

This agreement shall be effective from October 1, 2010, and shall expire, unless otherwise extended or terminated, on September 30, 2012.

14. Termination

HAP and CITY agree that either party to this agreement may terminate said agreement by giving the other party not less than 90 days written notice.

15. Contract Modification

HAP and CITY agree this agreement may be modified or amended by mutual agreement of the parties. Any modification to this agreement shall be effective only when incorporated herein by written amendments and signed by both Steve Rudman or his designee or successor and Commander James C. Ferraris or his successors and approved by the Chief of Police.

16. No Third Party Beneficiary

HAP and CITY 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.

17. Compliance with Applicable Law

In connection with its activities under this agreement, HAP shall comply with all applicable federal, state and local laws and regulations.

HOUSING AUTHORITY OF PORTLAND

By: _____

Steven D. Rudman
Executive Director

CITY OF PORTLAND

By: _____

Sam Adams
Mayor

Date: _____

Date: _____

By: _____

By: _____

City Auditor

Date: _____

Date: _____

APPROVED AS TO FORM

Paula Nguyen
CITY ATTORNEY

EXHIBIT A

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE HOUSING AUTHORITY OF PORTLAND AND
THE CITY OF PORTLAND

REIMBURSEMENT OF COSTS

The City of Portland (CITY) and the Housing Authority of Portland (HAP) enter into this agreement for the purpose of providing enhanced community policing services for New Columbia, Tamaracks Apartments and St. Johns Woods Apartments. At these properties, HAP wishes to emphasize a community policing approach toward law enforcement, public safety and community livability.

1. HAP agrees to pay the CITY for the personnel expenses related to the services of ASSIGNED PERSONNEL attached to the New Columbia Community Policing Team.
2. The CITY will bear the expense of the first two (2) FTE of the ASSIGNED PERSONNEL, which will not be invoiced to HAP for reimbursement.
3. HAP agrees to pay the CITY for the personnel expenses for the second two (2) FTE police officers ASSIGNED PERSONNEL which will be invoiced to HAP for reimbursement.
4. The personnel expenses HAP agrees to pay are defined to include all wage, salary and/or other compensation expenditures for ASSIGNED PERSONNEL, including paid absences as detailed in section 4 (c) of the agreement.