

## CITY OF PORTLAND AGREEMENT FOR POLICE SERVICES

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Business Phone		Street Address City State Z	Zip		1	88	801	1
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Name Office Phone Cell Phone Email			Name Office Phone Cell Phone Email					
EVENT INFORMATION	EVENT							
LOCATION	Location and Address of Event							
DATE TIME								
MISSION EVEN		vent")			Sec. 1		1	
How many Office How many Sergea	rs	Uniform	] Plain Clothes 🛛 🛛 s (EMU) 🗍 Motore		Bikes			
Enter Event Detail	s							
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	PRECINCT		SITE   COST C	DBJECT   TIME (	CODE	S		
Select Precinct Con	mmander/Captain		□ Site Survey by					
Select Precinct Contact Select PLOP			Special Duty Time Code: <b>703</b> PPA Contact: Sergeant Tom Perkins 503.225.9760 tom@ppavigil.org					

COORDINATING DETAILS

Upon arrival, contact On Site Contact Name at Cell Phone

This Agreement is subject to the terms and conditions on the following page.

EXHIBIT



### CITY OF PORTLAND AGREEMENT FOR POLICE SERVICES

AGREEMENT TERMS AND CONDITIONS

This Police Services Agreement ("Agreement") is between the City of Portland ("CITY"), by and through its Portland Police Bureau, and the undersigned Secondary Employer ("SE").

**COSTS:** The SE agrees to pay City of Portland ("CITY") per hour for officers with a four hour minimum.

When the Event requires 5 or more officers, the SE agrees to pay CITY per hour for an assigned supervisor.

If sufficient numbers of officer rank are not available for the shifts they will be filled by sergeant rank and be paid at the sergeant rank.

Rates charged will be based on the CITY's current Compensation Plan top step rates and will include applicable premiums, benefits, insurance, and tax costs as outlined in Exhibits A & B.

In the event the Event requires extra equipment and materials, the additional costs of these items will be agreed upon in writing in the text of this Agreement.

Requests with less than 72 hours' notice may be charged up to a 10 percent surcharge.

**PAYMENT:** All payments shall be made by check, net 30 days from date of invoice payable to CITY of Portland. Mail all payments to the Portland Police Bureau, Fiscal Services Division at 1111 SW 2nd Avenue Room 1406, Portland, OR 97204.

Event requests that extend over time periods of several weeks or more will be subject to additional rules administered by the CITY.

**EXTENDED CONTRACT HOURS:** The Event service hours may be extended at the SE' request based on public safety needs and may be extended in cases of police action or use of force arising from the event. The SE will be responsible for all additional costs incurred. SE will notify the CITY contact person on the next business day of any extension of contract hours.

**LEGAL/LIABILITY:** Subject to the conditions and limitations of the Oregon Constitution and Oregon Tort Claims Act, ORS 30.260 through 30.300: The SE shall hold harmless, defend and indemnify CITY and CITY's officers, agents and employees against all claims, demands, actions and suits (including attorney's fees and costs) brought against any of them arising from the SE activities under this agreement. The SE acknowledges that all CITY permit requirements have been met if applicable.

**HAZARDOUS SUBSTANCES:** Known hazardous materials and substances at the event site shall be made known to the officers in advance of the event. SE will make all material safety data sheets, or other health and safety information, available to the officers at the event location.

**COMPLIANCE WITH APPLICABLE LAW:** In connection with its activities under this Agreement, SE shall comply with all applicable federal, state and local laws and regulations and all statutory; charter and ordinance provisions applicable to public agreements in the CITY and the State of Oregon shall be followed with respect to this Agreement.

**GOVERNING LAW AND VENUE:** The provisions of this Agreement shall be construed in accordance with the provisions of the laws of the State of Oregon without reference to its conflict of law's provisions. Any action or suits involving any question arising under this Agreement shall be brought in the appropriate court in Multnomah County, Oregon. By executing this Agreement, SE agrees to in persona jurisdiction of the Oregon courts.

**NONDISCRIMINATION:** SE agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. SE shall also comply with the Americans



## CITY OF PORTLAND AGREEMENT FOR POLICE SERVICES

With Disabilities Act of 1990 (Pub I. No. 101-336) including Title II of that Act, ORS Chapter 659A.142, and all regulations and administrative rules established pursuant to those laws.

**GENERAL PROVISIONS:** This Agreement is subject to Article 57, Section 57.2 of CITY's labor agreement ("Labor Agreement") with the Portland Police Association ("PPA"). If any provision of this Agreement conflicts with the terms of the CITY's Labor Agreement with PPA, the terms of the Labor Agreement will control. CITY shall not be obligated to provide services under this Agreement in a manner that conflicts with the terms of the Labor Agreement. The provision of the Event services is subject to the following: (1) CITY shall be responsible for the administration of Event services by CITY employees. (2) All events will consist of a minimum of four hours duration and a minimum of two officers per request, unless otherwise mutually agreed upon. The parties agree that for an event for which SE requests only coverage for egress traffic at the end of an event, the minimum Event services will be two hours in duration and require two City police officers. (3) When the CITY receives an event request from a SE that is within the scope of this Agreement, the Portland Police Association shall be responsible for the scheduling of the Event services.

By signing this Agreement, all parties agree to the terms and conditions above:

CITY OF PORTLAND REPRESENTATIVE	SECONDARY EMPLOYER AUTHORIZED REPRESENTATIVE
Chief of Police or designee	Name and Title
Date	Date

Portland Police Bureau Hourly Cost Recovery Rates for Secondary Employment and Special Event Policing Services Appendix P

#### FY 2015-16 Cost Recovery Rates Are Effective July 1, 2015

For services performed starting July 1, 2015 the FY 2015-16 Revised column of this cost recovery rate table should be used to price every new contract for cost recovery billing for policing services, both secondary employment and special event. Rates to recover direct personnel cost include the actual percentage of wage to cover the cost of benefits, insurance and taxes.

	FY 2015-16 Revised		
	FY15-16 % of Wage	Straight Time	Overtime
OFFICER Hourly Pay Rate		\$38.86	\$58.29
Cost of benefit, insurance, tax ***	60.0% / 34.1%	\$24.34	\$20.49
Charge to Recover Direct Personnel Cost		\$63.20	\$78.78
SERGEANT Hourly Pay Rate **		\$46.92	\$70.39
Cost of benefit, insurance, tax ***	56.9% / 34.1%	\$27.82	\$24.74
Charge to Recover Direct Personnel Cost		\$74.75	\$95.13
MC OFFICER Hourly Pay Rate *		\$41.19	\$61.79
Cost of benefit, insurance, tax ***	59.8%/35.2%	\$25.26	\$21.72
Charge to Recover Direct Personnel Cost		\$66.45	\$83.51
MC SERGEANT Hourly Pay Rate **		\$49.61	\$74.41
Cost of benefit, insurance, tax ***	56.8%/35.2%	\$28.84	\$26.16
Charge to Recover Direct Personnel Cost		\$78.45	\$100.57
LIEUTENANT Hourly Pay Rate		\$55.69	
Cost of benefit, insurance, tax ***	53.1%/35.2%	\$29.57	
Charge to Recover Direct Personnel Cost		\$85.26	

\* Hourly pay rates for Motorcycle Officer and Sergeant include a 6% hazard premium

\*\* Hourly Sergeant pay rate includes a 5% patrol premium

\*\*\* Benefit rates for overtime are lower due to exclusion of health insurance

# 188011

Exhibit B

**Portland Police Bureau** 

Hourly Cost Recovery Rates for Secondary Employment and Special Event Policing Services

### FY 2016-17 Cost Recovery Rates Are Effective July 1, 2016

This cost recovery rate table should be used to price every new contract for cost recovery billing for policing services, both secondary employment and special event. Rates to recover direct personnel cost include the actual percentage of wage to cover the cost of benefits, insurance and taxes.

		FY 2016-17		
		FY16-17 % of	Straight Time	Overtime
OFFICER	Hourly Pay Rate *	1% COLA	\$39.25	\$58.87
	Cost of benefit, insurance, tax **		TBD	TBD
Charge to Recover Direct Personnel Cost			TBD	TBD
SERGEANT	Hourly Pay Rate *	1% COLA	\$47.85	\$71.77
	Cost of benefit, insurance, tax		TBD	TBD
Charge to Recover Direct Per			TBD	TBD
MC OFFICER	Hourly Pay Rate *	1% COLA	\$42.02	\$63.03
	Cost of benefit, insurance, tax		TBD	TBD
Charge to Recover Direct Per			TBD	TBD
MC SERGEANT	Hourly Pay Rate *	1% COLA	\$51.22	\$76.83
	Cost of benefit, insurance, tax **		TBD	TBD
Charge to Recover Direct Personnel Cost			TBD	TBD
LIEUTENANT	Hourly Pay Rate *	1% COLA	\$58.50	
	Cost of benefit, insurance, tax **		TBD	
Charge to Recover Direct Personnel Cost			TBD	

\* Hourly pay rates for Motorcycle Officer and Sergeant include a 6% hazard premium; Sergeant pay includes an added 5% premi \*\* Benefit rates for overtime are lower due to exclusion of health insurance

27-May-16

Fiscal Services Divisio