

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF AUTHORIZING)
THE EXECUTIVE OFFICER TO EXECUTE)
AN INTERGOVERNMENTAL AGREEMENT) Resolution 01-3059
WITH THE CITY OF FAIRVIEW FOR POLICE)
SERVICE.)
Introduced by
Mike Burton,
Executive Officer

WHEREAS, Metro has the statutory authority under ORS Chapter 190 to enter into written agreements with local governments for the performance of functions that a party to the agreement has authority to perform; and

WHEREAS, Metro owns and operates regional recreational facilities, Blue Lake Park and Chinook Landing, located within the jurisdictional boundaries of the City of Fairview; and

WHEREAS, Metro desires to provide a high level of public safety for users of its facilities; and

WHEREAS, the City of Fairview is willing and able to provide an enhanced level of police service at Blue Lake Park and Chinook Landing as set forth in an Intergovernmental Agreement, attached as Exhibit A.

BE IT RESOLVED,

That the Metro Council authorizes the Executive Officer to execute Exhibit A, an Intergovernmental Agreement with the City of Fairview.

ADOPTED by the Metro Council this ____ day of April , 2001.

~~WITNESSETH~~

David Bragdon, Presiding Officer

Approved as to form:

Dan Cooper, General Counsel

INTERGOVERNMENTAL AGREEMENT

between

CITY OF FAIRVIEW, OREGON

and

METRO

for the provision of police services to Blue Lake Park and Chinook Landing

This Agreement is between the City of Fairview, a municipal corporation duly organized and existing under Oregon law (hereinafter "City") and METRO, a special district organized and existing under Oregon law (hereinafter "METRO"), WITNESSETH:

RECITALS:

- A. METRO has two recreational facilities – Blue Lake Park and Chinook Landing – located within the corporate limits of the City and the City provides police and law enforcement services to persons using those two facilities;
- B. The City and METRO have agreed that METRO will reimburse the City for certain exceptional costs associated with the policing of the two facilities and that this reimbursement should be manifested in a written agreement; and
- C. The City and METRO are authorized, by the terms of ORS 190.003 to ORS 190.130 to enter into such agreements.

NOW THEREFORE, based on the foregoing, the City and METRO agree as follows:

1. Term, Modification and Termination

This agreement shall be effective January 1, 2001 and continue thereafter on a month to month basis indefinitely unless and until terminated by either party by giving not less than three (3) months written notice of their desire to terminate the agreement to the other.

This agreement may only be modified, amended or altered from time to time if done so in writing and only with the consent of both parties.

2. Scope of Duties

The City shall provide a level of policing services to both Blue Lake Park and to Chinook Landing commensurate with the need, over and above the general level of police or law enforcement attention that other areas of the City receive including patrol and investigation services/activities.

The City will provide METRO with documentation on no less than a quarterly basis

showing the levels and types of law enforcement activity at both Chinook Landing and Blue Lake Park.

3. Compensation

In consideration of the increased level of policing services provided to Blue Lake Park and Chinook Landing, METRO hereby agrees and will pay to the City the sum of \$34,090 per year less a baseline credit of \$6,107.00 for a total yearly payment of \$27,983.00. Payment of said yearly payment shall be made by METRO to the City on a not less than quarterly basis in equal amounts. The first payment of \$6,995.75 shall be due not later than the 31st of October, 2001, and each succeeding payment of \$6,995.75 will be made at three (3) month intervals thereafter (i.e., April, July, October, January) not later than the 30th day of the respective month.

In the event that the Reports described in Section (2) disclose that law enforcement activity has decreased or otherwise disclose that the need for the City's law enforcement or patrolling activity has decreased, the City and METRO agree to meet and in good faith discuss lowering the amount of compensation due the City for said activities.

In any event, the City shall have the right to increase the base charge for policing services by an amount equal to the percentage increase in the Consumer Price Index (CPI-U) for Portland, Oregon as published by the U.S. Department of Labor, Bureau of Labor Statistics, on April 30, 2002 and annually thereafter.

5. Personnel

The City may assign such police personnel as it deems necessary to do the work or services rendered under this Agreement.

6. Indemnification

(a) The City will, to the extent permitted by law, hold harmless, defend and indemnify METRO and its officers, agents and employees against all claims, demands, actions, and suits (including attorneys' fees and costs) brought against any of them arising from the City's performance under this Agreement.

(b) METRO will, to the extent permitted by law, hold harmless, defend and indemnify the City and its officers, agents and employees against all claims, demands, actions and suits (including all attorneys' fees and costs) brought against any of them arising from METRO's performance under this Agreement.

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IN WITNESS WHEREOF, the City and METRO have executed this Agreement as of the day first written below.

CITY OF FAIRVIEW, OREGON

METRO

By _____

By _____

Title: _____

Title: _____

Date: _____

Date: _____

OGC/KAP/taj
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STAFF REPORT

RESOLUTION 01-3059, FOR THE PURPOSE OF AUTHORIZING THE EXECUTIVE OFFICER TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF FAIRVIEW FOR POLICE SERVICE

March 31, 2001

Prepared by Pete Sandrock, COO

DESCRIPTION

This resolution authorizes the Executive Officer to execute an Intergovernmental Agreement (IGA) with the City of Fairview for police service at Blue Lake Park and Chinook Landing.

The proposed IGA requires Metro to pay the City of Fairview \$27,893 per year (indexed to CPI) for a higher level of police service at Blue Lake Park and Chinook Landing than is provided generally throughout the City.

The proposed IGA becomes effective as of January 1, 2001 and continues indefinitely on a month-to-month basis. Either party can terminate the agreement by giving written notice three months in advance.

The Regional Parks and Greenspaces Department is submitting an ordinance proposal and budget amendments to increase fees to fund the IGA.

EXISTING LAW

ORS 190.003 to 190.130 permits local governments to enter into Intergovernmental Agreements.

BACKGROUND

The City of Fairview annexed the areas containing Chinook Landing in 1985 and Blue Lake Park in 1987. The City agreed to provide municipal level police service to both areas. The City tried three times to pass law enforcement serial levies. Two levies failed and the third was effectively nullified by the simultaneous enactment of Measure 47's property tax limitation.

On February 16, 1999, the City's mayor requested that Metro consider paying the City \$50,000 per year for police service at Chinook Landing and Blue Lake Park. After briefing the Council on May 11, 1999, the Executive Officer turned down the mayor's request (*see Attachment 1*).

On February 9, 2000, the mayor renewed his request. The Executive Officer turned him down again (*see Attachment 2*), noting that although public agencies commonly contract for extra police service to meet special requirements, e.g., traffic and security

assistance for a concert, athletic event, or gun show, or special patrols during peak use times, there is no precedent for one government to charge another for routine, year-round police service.

On February 22, 2000, the city administrator notified Metro that the City was considering an ordinance imposing a \$0.50 per car surcharge on vehicles entering Blue Lake Park and Chinook Landing to reimburse the City for the cost of police, fire, and medical service. At Metro's request, the City postponed action to allow time for negotiations.

During the summer of 2000, Metro staff met three times with Fairview's city administrator and police chief, reviewed relevant data, and negotiated the principles of an agreement. In substance Metro staff accepted the City's argument that Metro's two recreational facilities generated increased public safety demands that required a special level of police service to protect persons and property. City staff accepted Metro's argument that Metro should not be required to pay for base-level service. The parties agreed, subject to Metro Council approval, that Metro would reimburse the City for police service costs over and above basic service. The parties agreed to postpone presentment of an IGA until after the results of the November 7, 2000 were known.

DATA

In 1985 the City of Fairview had a population of 1,850 and employed one police officer; it now has a population of 7,561 and employs 8 officers.

In 1985 Blue Lake Park admitted 72,314 cars (Chinook Landing was not constructed until 1991). In 2000 Blue Lake Park admitted 66,262 cars; Chinook Landing admitted 22,028 cars—a total of 88,290 cars at both sites.

Metro currently employs 5 Park Rangers and 2 Regional Park Supervisors that are commissioned by the Multnomah County Sheriff to enforce Park regulations. Metro contracts with the Sheriff to provide a deputy and a patrol car on weekends and holidays during peak use months.

The Fairview Police Department (FPD) generally patrols Blue Lake Park and Chinook Landing several times a shift depending on the time of the year—more attention is given during peak use periods and less during the off season. FPD also responds to specific calls for service, including 911 dispatches to those locations.

Between January 1 and June 15, 2000, FPD spent 35.5 hours responding to calls and investigating suspicious incidents. FPD did not record routine patrols¹. Activity logs for the period reflect the following:

¹ Beginning January 1, 2001, the police department started recording actual patrol time at both sites.

- Recorded incidents are seasonal. Nearly half occurred between June 1st and June 15th; none were logged in January. More than half occurred on a Friday or Saturday.
- 79% of the recorded incidents occurred at Chinook.

The nature of the recorded incidents covers a broad spectrum from motorists asking for help getting into locked cars to juvenile drinking to car break-ins to an occasional major crime (an attempted rape occurred at Chinook in December 1999 and an attempted murder occurred in June 2000).

COST CALCULATIONS

For purposes of the IGA, the parties assume that FPD will provide an average of one-and-a-half hours per day patrol coverage for Chinook Landing and Blue Lake Park (1 hour per day at Chinook and a ½ per day at Blue Lake). Of the total average daily patrol time, twenty-five minutes represents the base service level for which Metro will not be charged. The parties also assume that FPD will spend 64.16 hours per year responding to calls for service and 160.28 hours per year in investigative follow-up, report writing, and court attendance. FPD calculates an additional 10 percent for supervision costs. The City charges the police department's services at \$40.15 per hour².

Cost Calculations

	Hourly rate	Hours/year	Cost/year
Calls for service	\$40.15	64.16	\$2,576
Patrol (Blue Lake)	\$40.15	182.50	\$7,327
Patrol (Chinook)	\$40.15	365.00	\$14,655
Investigative follow-up	\$40.15	160.28	\$6,435
Supervision (10 percent)			\$3,099
Less credit for 25 min/day of basic service	(\$40.15)	152.1	(\$6,107)
Net cost to Metro			\$27,983

The parties agreed in principle that they would seek to negotiate in good faith if there were significant changes in the amount of police service required at the two facilities. They agreed that changes in requirements should be demonstrated by credible data. They agreed that if the sites were to generate revenues for the City, e.g., property taxes or other fees, the City would negotiate a credit for Metro against the cost of the IGA. The parties did not agree on whether the City would credit all or only a part of the revenue. Finally the parties agreed that the general framework of the current formula is reasonable and should be used in future negotiations absent a compelling reason to change.

² Portland Police Bureau charges \$48 per hour.

BUDGET IMPACT

The IGA will cost \$27,983 in the first year and increase by CPI in subsequent years unless modified or terminated. No funding source for the IGA has been budgeted in the Parks Department's FY 2000-01 adopted budget or proposed in its FY 2001-02 budget request. The Department is submitting a proposed ordinance and budget amendments to increase admission fees and to appropriate funds for the IGA.

OUTSTANDING QUESTIONS

At this point in time, there are no outstanding questions.

EXECUTIVE OFFICER'S RECOMMENDATION

The Executive Officer recommends adoption of resolution 01-3059.



METRO

May 27, 1999

Roger A. Vonderharr
Mayor, City of Fairview
Box 337
Fairview, OR 97024

Re: Blue Lake Park and Chinook Landing

Dear Mayor Vonderharr:

I apologize that it has taken so long to reply to your February 16, 1999 request that Metro consider an annual payment to the City for police services at Blue Lake Park and Chinook Landing. Your request raised a number of issues, including the potential precedent it might set for Metro's relationship with other police agencies.

I have enormous empathy for the financial challenges facing Fairview. Like so many local governments, Fairview is hard pressed to raise the revenue it needs for basic operations. At Metro we are faced with the smallest estimated ending general fund balance in history—less than \$200,000. I am deeply concerned that neither we nor our local partners like Fairview are able to pay for basic services, let alone absorb the demands of new growth. I am convening a special advisory group to recommend funding strategies to help local governments finance the infrastructure costs associated with growth.

In addition to the information provided by Chief Jackson, the staff reviewed our agreements with other jurisdictions and analyzed practices statewide. Metro does not pay other governments for routine patrol or emergency police response at our other facilities. That practice is consistent with general practice elsewhere in Oregon. Municipalities do not charge other government entities for routine police patrol and emergency response; they do charge for specially contracted and dedicated services related to event control, campus policing, school resource officers and similar special programs.

Attachment 1 to Staff Report, Resolution 01-_____

At Councilor Rod Park's request we took a close look at the fee structure at Chinook Landing. Chinook Landing received 75 hours of response time and 1,000 hours of routine patrol in 1998. Our staff reported that fees at Chinook Landing were raised last year and are the highest in the state. Raising the fees again would likely result in the loss of maintenance assistance funds from the State Marine Board.

With this background information available, the Metro Council discussed the issue at its informal meeting on May 11, 1999. There appeared to be no consensus for moving the matter forward for formal Council action.

I am concerned about the burden that Metro's facilities may place on Fairview. I am also concerned about the safety of our citizens. Therefore, I have asked our staff to work with Fairview Police Department to determine whether there are opportunities, consistent with public safety, to reduce officer time spent at our facilities.

I and my staff have the highest regard for the professionalism and courtesy of Chief Jackson and his officers. We are grateful for their work on behalf of all of our citizens.

Very truly yours,

Mike Burton
Metro Executive Officer

c: Rod Monroe, Presiding Officer
Rod Park, Councilor
Charlie Ciecko, Director, Regional Parks and Greenspaces



METRO

February 15, 2000

The Honorable Roger Vonderharr, Mayor
City of Fairview
PO Box 337
Fairview, OR 97024

Re: Blue Lake Park/Chinook Landing
Your Letter dated February 9, 2000

Dear Mayor Vonderharr:

I'd be happy to talk with you about police services at Blue Lake Park and Chinook Landing, but it may be a question that the Council needs to resolve. As you know, the Council discussed the issue on May 11, 1999 and did not reach a consensus.

It has been our general policy to contract for dedicated law enforcement services for any event that creates special public safety demands. We charge the cost of the service to the event promoters. For reasons that escape me, we have not charged the gun show for the cost of the law enforcement services it receives. I will be recommending that we treat the gun show like other events with similar requirements.

It's important to understand that we contract for dedicated service—police officers on site with no duties except those related to the event or facility. Metro does not contract with any government for standard police patrol and emergency response coverage within the government's geographic jurisdiction. Our practice is consistent with the general practice of other governments and public agencies.

I would gladly consider any new information you may have, but it is my belief that Metro has not requested and does not require dedicated coverage for Blue Lake Park or Chinook Landing.

Sincerely,

Mike Burton
Executive Officer

cc: David Bragdon, Presiding Officer
Rod Park, Councilor
Charlie Ciecko, Parks Director

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Attachment 2 to Staff Report, Resolution 01-_____