

INTERGOVERNMENTAL AGREEMENT BETWEEN WASHINGTON COUNTY, OREGON, THE CITY OF BEAVERTON, THE CITY OF FOREST GROVE, THE CITY OF HILLSBORO, THE CITY OF TIGARD, THE CITY OF TUALATIN, AND THE CITY OF SHERWOOD, relating to the REIMBURSEMENT OF OVERTIME COSTS FOR ORGANIZED RETAIL THEFT OPERATIONS

This Agreement is entered into by and between Washington County, a home-rule county and political subdivision of the State of Oregon (hereinafter County), the City of Beaverton (hereinafter Beaverton), the City of Forest Grove (hereinafter Forest Grove), the City of Hillsboro (hereinafter Hillsboro), the City of Tigard (hereinafter Tigard), the City of Tualatin (hereinafter Tualatin), and the City of Sherwood (hereinafter Sherwood), each city being a municipal corporation of the State of Oregon, collectively, "the parties," pursuant to the authority granted in ORS Chapter 190.

WHEREAS, County obtained grant funds from the Oregon Criminal Justice Commission (hereinafter CJC) to deter, combat, and prosecute organized retail theft occurring throughout Washington County, Oregon. The purpose of this Agreement is to coordinate focused law enforcement actions, including executing joint operations at frequently targeted retail locations at random intervals throughout Washington County; to expand law enforcement's ability to book and lodge shoplifters in jail for crimes committed in Washington County; to identify fencing organizations during retail theft operations; and to reimburse law enforcement agencies for overtime costs incurred as a result of retail theft operations; and

WHEREAS, the County and the Cities possess the power and legal authority to provide police services within the territorial boundaries of Washington County;

WHEREAS, the parties desire to enter into an Agreement regarding the disbursement of CJC grant funds for joint operations combating organized retail theft.

NOW, THEREFORE, pursuant to ORS 190.010, the parties hereby agree:

1. Law Enforcement Services. For the term of this contract:

- a. The parties' law enforcement agencies will organize missions involving local law enforcement and retail partners to identify and apprehend shoplifters and other offenders at defined locations and times in Washington County. Target locations and times will be determined by the participating law enforcement agencies. Each mission will not exceed 10 hours and involve no more sworn personnel than what is reasonable according to each mission's requirements.
- b. Each mission will have a host agency and designate a Team Commander for the mission. The Team Commander is responsible for organizing and supervising the missions in their jurisdiction, which includes collaborating with participating law enforcement agencies to ensure missions are properly staffed and assigning tasks to officers participating in the mission.
- c. Peace officers, as defined in ORS 161.015(4), participating in these missions will primarily be working in an overtime status to minimize staffing impacts to normal law enforcement operations. If the host agency is unable to fully staff their mission, the host agency will request staffing support from task force members. Peace officers from non-host agencies should also be working in an overtime status.
- d. Team Commanders must coordinate with the Washington County Sheriff's Office Jail Division (hereinafter Jail) at least two weeks prior to the mission. The Jail will ensure it

has sufficient staffing to book persons arrested during these missions. If requested by the Team Commander, the Jail will also provide prisoner transport services in support of these missions.

- e. Team Commander should ensure that the maximum number of individuals arrested during these missions are booked at the Jail. The Jail will use existing criteria to determine if the arrestee will be lodged or released.
 - f. If requested by the entity in control of a premises impacted by the mission, the Team Commander or designee will coordinate the towing of a vehicle associated with a person arrested during the mission.
 - g. For each mission, the Team Commander or designee will track the total number of staff deployed, the total hours each peace officer worked during the mission, and total number of individuals stopped, arrested, or cited. For each individual stopped, arrested, or cited, the Team Commander or designee shall keep a record that includes the agency case number; referred charges; number, description, and value of items recovered; and a notation if the individual was linked to any fencing operations. These records shall be sent to the Washington County District Attorney's Office within fourteen days after the completion of each mission.
2. **Service Costs.** Service costs related to section 1 will be charged at the actual cost of the peace officer's services, up to the agency's hourly, flat rate as provided below:
 - a. Participating law enforcement agencies will submit an invoice to the Washington County District Attorney's Office with supporting documentation for the incurred costs. The County will then disburse grant funds directly to the law enforcement agency.
 - b. The County will provide reimbursement to participating law enforcement agencies up to the amount of allocated grant funds. Once the allocated grant funds are exhausted, any incurred expenses will be the responsibility of the participating law enforcement agencies.
 - c. Maximum reimbursement amounts:
 - i. Beaverton Police Department: \$141.02
 - ii. Hillsboro Police Department: \$140.00
 - iii. Tigard Police Department: \$143.00
 - iv. Washington County Sheriff's Office: \$180.01
3. **Meeting.** The Washington County District Attorney's Office and the Team Commanders, or assigned designee, for each participating law enforcement agency will meet within 30 days after each mission to debrief. At the meetings the Team Commander, or assigned designee, for the agency involved in the previous mission will provide arrest numbers and cost expenditure to the Washington County District Attorney's Office.
4. **Decision and Policy-Making Authorities.** The participating law enforcement agencies will provide the services identified in section 1 above. The respective authorities of the Washington County District Attorney's Office and the participating law enforcement agencies that make operational decisions and develop and implement policies in this regard shall be governed by the following guidelines:
 - a. **Mission Operations.** The Team Commanders will be responsible for ensuring operations are being conducted within the intent of this Agreement. Officers working each mission will be provided assignments by the Team Commander of that mission.

- b. General Orders Policies and Procedures. All employees of participating law enforcement agencies acting under this Agreement will remain subject to all of their departments' policies, procedures, and general orders.

5. Responsibility for Personnel and Equipment.

- a. Control of Personnel. Control of personnel, standards of performance, discipline, and all other aspects of performance shall be governed entirely by the participating law enforcement agencies. Allegations of misconduct by officers shall be investigated in accordance with the participating law enforcement agencies' policies.
- b. Liabilities. The participating law enforcement agencies shall be responsible for the salary, wages, benefits and any other compensation, including Workers Compensation benefits for officers assigned to perform services under this Agreement.
- c. Existing Equipment. Equipment, including but not limited to uniforms and firearms, shall be provided by the participating law enforcement agencies. Any participating law enforcement agency may assign officers any capital equipment for such times and under such restrictions as it deems appropriate. Such equipment shall not be considered a team asset of the contributing agency. Each participating law enforcement agency will be responsible for the maintenance and repair or replacement of their equipment assigned to officers during a mission.
- d. Allocation of New Equipment. The County will allocate equipment obtained through the grant funds between participating law enforcement agencies. Ownership of any equipment will be determined by the Washington County District Attorney's Office. Each participating law enforcement agency will be responsible for the maintenance and repair or replacement of their allocated equipment.
- e. Beaverton Police Digital Forensics Services. Beaverton Police Department will invoice the Washington County District Attorney's Office for the Magnet Training Annual Pass before June 30, 2025. The County will disburse grant funds to the City of Beaverton up to \$6,495.00. The Beaverton Police Department will provide digital forensics services in support of retail theft missions as needed and as resources allow.
- f. Tigard Police Automated License Plate Reader System. Tigard Police Department will invoice the Washington County District Attorney's Office for the purchase, installation, and associated software fees for Flock Safety cameras in the area surrounding Washington Square Mall. Any contract for materials and services will be the responsibility of Tigard to execute. The County will reimburse Tigard up to \$58,400.00 for the purchase and installation of said cameras.

6. Indemnification.

- a. During the time that any responding agency's employees are providing mutual aid to a requesting agency, employees of a responding agency shall be considered agents of the requesting agency, and the requesting agency must defend and indemnify the responding agency, the responding agency's employees and the municipal body the employee works for against any and all claims, actions, suits, or demands arising from or related to the provision of mutual aid pursuant to this Agreement. The obligation to defend and indemnify shall be consistent with ORS 30.285 and the exceptions contained therein.

7. Termination Process. Any party may initiate a process to terminate this Agreement as follows:

- a. Notice of Termination. If any party wishes to terminate this Agreement, they shall provide all other parties with a 60-day written notice of intent to terminate the Agreement.
 - b. Failure to Pay. Interest Charge, and Termination. In the event the County fails to make a monthly payment within 60 days of billing, the participating law enforcement agencies may charge an interest rate of no more than nine (9) percent interest. In addition, in the event the County fails to make a monthly payment within 120 days of billing or fails to pay or negotiate a resolution of a disputed portion of a bill within 120 days of billing, the participating law enforcement agencies may terminate this Agreement.
 - c. Payment of Costs Upon Termination. Upon termination of this Agreement between the Parties, the County is obligated to pay all incurred costs by the termination date.
 - i. The participating law enforcement agencies will not charge interest on any disputed portion of a bill so long as the County pays the non-disputed portion of the bill within the 120- day time frame outlined above.
 - d. Payments Subject to Availability of Funds. All expenses paid pursuant to this Agreement will be paid from grant funds awarded by the Oregon Criminal Justice Commission (CJC). The County was awarded \$1,545,487.00 under CJC Agreement Number ORT-25-17. The County will not be obligated to pay any expenses incurred pursuant to the Agreement with general funds. If funds are withheld by the CJC, the County will promptly notify the parties.
8. **Duration**. This Agreement is retroactively effective as of September 1, 2024 upon authorization and signature by all parties. The term of this Agreement is September 1, 2024 to Midnight, July 1, 2025. This Agreement may be renewed for additional terms upon written agreement and signed by all parties.
9. **Amendments**. Only written instruments authorized by the governing body of each participating jurisdiction may amend or otherwise alter this Agreement.
10. **Agreement Administration**.
 - a. Agreement Administrators. The Team Commander or a designee for each participating law enforcement agency shall serve as agreement administrators to review agreement performance and resolve operational problems.
 - b. Referral of Unresolved Problems. The Team Commander shall refer any police service operational problem, which cannot be resolved, to the participating law enforcement agencies' second in command. The Washington County District Attorney's Office and the law enforcement agencies' second in command shall meet as necessary to resolve such issues.
 - c. Agreement Dispute Issues. Agreement dispute issues involving Agreement language interpretation, cost, and other non-operational matters shall be referred to the Washington County District Attorney's Office and the Team Commander.
 - d. Audits. The records and documents with respect to all matters covered by this Agreement shall be subject to inspection, review or audit by any party during the term of this Agreement and three years after its termination.
11. **Third Party Beneficiaries**. The Parties, as defined above, are the only parties to this contract and are the only parties entitled to enforce its terms. Nothing in this contract gives, or is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly,

to any third party unless such person is individually identified by name herein and expressly described as intended beneficiaries of this contract.

12. **Written Notice.** Any notice of change, termination or other communication having a material effect on this Agreement shall be upon the Washington County District Attorney's Office and the participating law enforcement agencies' agency head or City Manager, and either hand-delivered or by certified or registered mail, postage prepaid. Except as provided in this Agreement, it is agreed that thirty calendar days shall constitute reasonable notice for the exercise of any right, except termination, in the event that applicable law specifically requires such notice.
13. **Governing Law. Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to the principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") shall be brought and conducted solely within the Washington County Circuit Court for the State of Oregon; provided, however that if a Claim is brought in a federal forum, it shall be brought and maintained within the United States District Court for the District of Oregon, Portland Division.
14. **Force Majeure.** No party shall be held responsible for delay or default caused by pandemic, fire, riot, acts of God, terrorism, or acts of war where such cause was beyond reasonable control.
15. **Survival.** The terms, conditions, representations and all warranties contained in this Agreement shall survive the termination or expiration of this Agreement.
16. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original, each of which shall constitute one and the same instrument.
17. **Warranties.** The parties represent and warrant that they have the authority to enter into and perform. this Agreement, and that this Agreement, when executed, shall be a valid and binding obligation enforceable in accordance with its terms.
18. **Entire Agreement and Waiver of Default.** The parties agree that this Agreement is the complete expression of the terms hereto and any oral or written representations or understandings not incorporated herein are excluded. All parties recognize that time is of the essence in the performance of the provisions of this Agreement. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such through written approval of all parties, which shall be attached to the original Agreement.
19. **Signatory Authority to Enter into Agreement.** Each person signing this Agreement hereby represents to all other signatories that they are duly authorized by their unit of local government to enter into the Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates listed below.