



CLACKAMAS COUNTY SHERIFF

Sheriff Angela Brandenburg

Jesse Ashby, Undersheriff

Lee Eby, Undersheriff

Brad O'Neil, Undersheriff

10/9/2025

BCC Agenda Date/Item: _____

Board of County Commissioners
Clackamas County

Approval of an Intergovernmental Agreement with the City of Estacada for law enforcement services. Agreement Value is \$1,598,506 for 1 year. Funding is through the City of Estacada.

Previous Board Action/Review	Previous agreement signed 8/2/18		
Performance Clackamas	Safe, Secure and Livable Communities		
Counsel Review	Yes	Procurement Review	No
Contact Person	Patrick Williams	Contact Phone	503-785-5012

EXECUTIVE SUMMARY: The Clackamas County Sheriff's Office (CCSO) and the City of Estacada (city) have established service goals and principles of cooperation that preserve the value of the CCSO providing independent, responsive, and professional law enforcement services while permitting the City to retain a high level of local service and decision-making in the provision of law enforcement services. CCSO employees will work cooperatively with the City organizations to address the City law enforcement concerns to improve the safety and welfare of the community.

RECOMMENDATION: Staff recommends approval of this agreement.

Respectfully submitted,

Sheriff Angela Brandenburg

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**INTERGOVERNMENTAL AGREEMENT BETWEEN
CLACKAMAS COUNTY, OREGON AND THE CITY OF ESTACADA
RELATING TO LAW ENFORCEMENT SERVICES**

THIS AGREEMENT is entered into this day by and between CLACKAMAS COUNTY, a political subdivision of the State of Oregon (herein referred to as the “COUNTY”), on behalf of the Clackamas County Sheriff’s Office (herein referred to as the “CCSO”), and the CITY OF ESTACADA, a municipal corporation of the State of Oregon (herein referred to as “CITY”).

WHEREAS the CITY desires to contract with the COUNTY for provision of law enforcement services within the geographic area that constitutes the incorporated limits of the CITY; and

WHEREAS the COUNTY, through the CCSO, has the resources to provide law enforcement services to the CITY; and

WHEREAS, as units of local government, the parties are authorized to enter into such agreements pursuant to Chapter 190 of the Oregon Revised Statutes; and

WHEREAS the CCSO and the CITY have established service goals and principles of cooperation that preserve the value of the COUNTY providing independent, responsive, and professional law enforcement services while permitting the CITY to retain a high level of local service and decision-making in the provision of law enforcement services. To further those goals, the parties agree to the following:

The CITY will have the flexibility to determine the level and service model of law enforcement services and identify service priorities;

The CITY, if eligible under this Agreement, shall have the ability to have the CITY identified police uniforms and markings for police vehicles assigned to the CITY, as outlined in this Agreement;

The CCSO employees will work cooperatively with the CITY organizations to address the CITY law enforcement concerns to improve the safety and welfare of the community; and

The CCSO will provide, at a reasonable and predictable cost, efficient and high-quality law enforcement services to meet the law enforcement goals of the CITY, while also permitting the COUNTY to recover the cost of providing services. Minimum staffing for each CITY will be maintained as agreed upon by the CCSO and each CITY.

NOW, THEREFORE, in consideration of these mutual promises and the terms and conditions contained herein, it is mutually agreed by and between the COUNTY, the CCSO, and the CITY as follows:

1. Definitions and Terms. Capitalized terms found in the Agreement shall have the meaning defined in Attachment D of this Agreement. Otherwise, terms not so defined will have their plain meaning.
2. Law Enforcement Services. Contingent upon the availability of resources, as determined by CCSO in its sole discretion, the CCSO will make available to the CITY the law enforcement services outlined below:

- 2.1. Personnel. Personnel consists of law enforcement and other related services provided by personnel assigned to a police agency primarily for the benefit of the geographic areas within the boundaries of the CITY. Enforcement services may include:
 - 2.1.1. Reactive law enforcement patrol to enforce state law and the CITY-adopted municipal code, subject to Section 8, below;
 - 2.1.2. Proactive law enforcement patrol to prevent and deter criminal activity while also addressing community needs;
 - 2.1.3. Community service officers and crime prevention personnel; and
 - 2.1.4. The CCSO command and support staff.
 - 2.1.5 Other services not listed above but mutually agreed upon, in writing, by the CCSO and the CITY.
3. Services Models. Law enforcement services provided to the CITY under this Agreement shall be available to the CITY under a FLEXIBLE SERVICES MODEL
 - 3.2. FLEXIBLE SERVICES MODEL. The FLEXIBLE SERVICES MODEL operates under the philosophy of a CCSO patrol district encompassing the geographic areas within the boundaries of the CITY. In the event of a temporary absence, including but not limited to sick time or court appearances, the district position will remain unfilled and calls for services will be handled by the adjoining CCSO district car in accordance with the CCSO practice and procedures. This model shall be used if the CITY population is under 10,000 and the CITY contracts for 5 or fewer FTE staff (excluding full-time supervisors and/or managers) unless the CITY selects the CITY DEPARTMENT MODEL.
 - 3.2.1. The level, degree, and type of law enforcement services and the number of positions assigned to those services shall be determined by the CITY in consultation with the CCSO.
 - 3.2.2. Positions assigned to the CITY shall be dedicated to work within the CITY limits, subject to responses to assist another jurisdiction or the CCSO deputies according to mutually agreed upon criteria.
 - 3.2.3. The number of positions assigned to the CITY will remain constant, however the CITY recognizes that the number of personnel may vary to the extent positions are vacant or positions are filled but not available for assignment, including recruits and personnel on long-term disability leave, vacation leave, SICK LEAVE, or other leave. In accordance with Attachment C, the TRANSFER of personnel will be coordinated by the CCSO, in consultation with the CITY Manager or their designee, to minimize the impact of potential vacancies.
 - 3.2.4. The FLEXIBLE SERVICES MODEL will include a member of the CCSO COMMAND STAFF to be assigned as the part-time CHIEF of Police.
 - 3.2.5. Additional police services may be purchased by the CITY and assigned for the sole benefit of the CITY, provided they are OPTIONAL SERVICES as defined in Attachment C.

3.2.6. The FLEXIBLE SERVICES MODEL does not provide the option of city identification as outlined in Section 6.8.

4. Compensation.

4.1. Development of COSTING MODEL. The service costs for each section of the COSTING MODEL (Attachment B) are described in Attachment A.

4.1.1. Service costs shall include salary, BENEFITS and special pays for personnel providing the service, along with any associated CLOTHING ALLOWANCE, QUARTERMASTER, overtime, supplies, services, telephone, vehicle, insurance, equipment, and associated administrative overhead costs. If not already included, costs shall include adjustments for cost-of-living and inflation.

4.1.2. Service costs shall not include the cost of services for SHERIFF'S activities required by state law or supported by a dedicated revenue source.

4.1.3. Service costs shall be based on actual cost shares of the CCSO budget, as defined in Attachment A.

4.1.4 The costing model is updated each fiscal year. (Check to see if referenced elsewhere)

4.2 Development of UNIT COSTS. The CCSO shall develop UNIT COSTS for personnel based on costs associated with FULL-TIME EQUIVALENT (FTE) personnel performing services to the CITY under this Agreement. The calculations for UNIT COSTS are listed in Attachment A, and the costs in Attachment B.

4.3 Calculation of the CITY's Estimated Agreement Amount. Service Costs and UNIT COSTS shall be the basis for calculating the CITY's COSTING MODEL (Attachment B) for services. The CITY shall be charged the services on the basis of FTE's, workload billing factors, or direct pass-through of expense.

4.3.1 The CITY'S COSTING MODEL will list costs specific to uniforms, vehicles, fuel, equipment, cost share of the CCSO programs, and cost share of the COUNTY internal service costs.

4.3.1.1 Cost share of the CCSO programs and cost share of the COUNTY internal services. Referred to as Administrative Overhead/Support Costs on the detailed cost sheet.

4.4 CITY's Estimated Agreement Amount. The CITY's ESTIMATED AGREEMENT AMOUNT FOR SERVICES is represented in Attachment B. The CCSO agrees to revise the estimated amount each fiscal year as provided in Section 4.3.

4.5 Mid-Year Personnel Adjustment. Mid-year supplemental appropriations requested by the CITY will be reflected as adjustments in the current year version of Attachment B and included in the monthly billings as outlined in Section 4.6 beginning with the next invoice sent to the CITY.

4.6 Billing. Actual costs for the CITY's contracted services will be reconciled and billed to the CITY within 60 days of the month's end. Payments shall be due within 30 days from the invoice date. In the event the CITY fails to make a monthly payment within 30 days of the billing, the CCSO may charge an interest rate of .5%.

- 4.6.1. If the CITY and the CCSO are in disagreement over a portion of the bill, the CITY can withhold the disputed portion of the bill by placing the amount in escrow and following the process outlined for resolution of Agreement dispute issues.
- 4.6.2. The CCSO will neither charge interest on the disputed portion of the bill nor will it begin the termination process as outlined in Section 10 so long as the CITY follows the process outlined in Section 4.6.1 and pays the non-disputed portion of the bill within 30 days of the invoice date.
- 4.7. Future Revisions to City Law Enforcement Services and Agreement Amount.
- 4.7.1. The CCSO shall provide the CITY with an estimate of the contract service costs for the next fiscal year by means of a “Proposed” COSTING MODEL (Attachment B) labeled “Draft” delivered at the first quarterly meeting of the Contract City Advisory Committee. If the CITY accepts Attachment B as proposed, the CITY shall notify the CCSO to execute the continuation of the Agreement as outlined in Section 4.7.3.
- 4.7.2. Upon review of Attachment B, the CITY shall notify the CCSO of any changes in service or model for the next fiscal year. The CCSO shall provide the CITY with a revised amount in the form of a “Revised” Attachment B labeled “Draft” based on the changes in service requested by the CITY. If the CITY accepts the Revised Attachment B, the CITY shall notify the CCSO to execute the continuation of the Agreement as outlined in Section 4.7.3.
- 4.7.3. When the CCSO and CITY agree the “Proposed” or “Revised” Attachment B reflects the level of services and model to be provided by the CCSO to the CITY for the next fiscal year, the CCSO will provide the CITY a “Proposed” or “Revised” Attachment B labeled “Final” for signature after the formal adoption of the COUNTY budget in June. Once a signed copy is received by the CCSO, it shall also sign and provide a signed copy to the CITY.
- 4.7.4. Recognizing the importance of labor-relations practices and agreements, as well as the cost of personnel, in the event that requested CITY changes in service or model will reduce personnel assigned to the CITY, both parties agree to communicate anticipated reductions as soon as first contemplated to assist in ensuring stability of the workforce and planning respective budgets.
- 4.7.4.1. If the CCSO can immediately absorb the reduction in personnel, there shall be no costs associated in meeting personnel reductions to the CITY.
- 4.7.4.2. The CCSO and the CITY will meet annually at a mutually agreeable time to discuss staffing and the corresponding levels of service. This meeting will occur so that any needed budgetary adjustments can be addressed. The CITY will notify the CCSO by February 1st of each year whether it intends to add FTE(s). Requests for additional FTE(s) received after this date will be granted if approved by the COUNTY administration.
- Payment for each additional FTE(s) shall be made in advance of deployment of the position. The first payment is due on July 1st and the second payment is due on January 1st following the request.

At the CITY'S discretion and cost, a staffing study can be conducted to address service levels. Prior to any staffing studies being publicly released, the CCSO will have an opportunity to review, meet, and confer with the CITY.

4.7.4.3. In the event the CCSO cannot immediately absorb the reduction in personnel, both parties shall meet to discuss timing and costs associated in meeting personnel reductions.

4.8. Charges to CITY Based on Actual Cost. Each section of the COSTING MODEL provided to the CITY will be based upon the actual costs in the CCSO's adopted budget for the given fiscal year. The CITY will pay a cost share of each category. Calculations for each of the cost categories are outlined in Attachment A.

4.9. Charges to City by Category. The CITY hereby agrees to pay for DISCRETIONARY OVERTIME expense separately as provided in Section 4.11. Only contracted personnel costs, overtime, salary, special pay, and benefit costs are covered by this section.

4.9.1. The CITY agrees to pay for the actual costs of vacation, SICK LEAVE, COMPENSATORY TIME, overtime, salary, special pay, BENEFITS, vehicle maintenance, and fuel costs.

4.9.2. Both parties acknowledge that certain employment leaves of absence are protected by law, as well as the effect of extended leaves on an organization. In the event the leave extends beyond 30 calendar days the parties shall meet within a reasonable time period to discuss the replacement of personnel.

4.10. Injuries.

4.10.1 Injury. In the event a deputy assigned to the CITY becomes injured or is subject to an extended leave as a result of an injury that extends beyond 30 calendar days the parties shall meet within a reasonable time period to discuss the replacement of personnel. DISCRETIONARY OVERTIME associated with that position shall be the responsibility of the CITY. Should the deputy be able to work light duty, they will report to the CITY until released to regular duty. On duty injuries covered by Worker's Compensation shall not be charged to the CITY.

4.11. Payment Upon Termination. Upon termination of this Agreement between the CITY and the COUNTY, the CITY is obligated to pay all incurred costs to date.

4.12. RECONCILIATION. The CCSO shall reconcile actual CITY costs each month. The CITY will be billed for the actual, reconciled cost as indicated in Section 4.6 of this Agreement.

4.13. DISCRETIONARY OVERTIME. It is the intent of the CITY and the CCSO to provide operational overtime when requested for special events. Overtime, when requested in these categories, will be billable at the actual overtime rate of the DEPUTY(IES) working. Responses to events listed below are treated as if the event were occurring in any other jurisdiction, with the responsibility falling on that jurisdiction.

4.13.1. If the CITY requests and utilizes CCSO deputies on overtime for special events within the CITY, the actual DEPUTY overtime rate will be billed to the CITY following the event. This cost will be included in the regular monthly billing to the CITY, in

accordance with Section 4.6. Examples of special events include park patrols, parades, and community events.

4.13.2. In the event of a natural disaster or other unusual occurrence within the CITY boundaries that has not been approved for reimbursement, the CITY will be charged for all costs of overtime requested by the CCSO to help stabilize the situation.

4.13.3. In the case of a County, State, or National declared disaster for which overtime is required to manage the event, the overtime expense will be billed to the appropriate agency (e.g., FEMA) by the CCSO as part of the RECONCILIATION process. If reimbursement for overtime is not granted, the CITY will be responsible for the direct overtime expense.

4.13.4. Billing Process. The CITY Police CHIEF, or their designee, will ensure proper collection and coding of all overtime documentation.

5. Decisions and Policy-Making Authorities. The CCSO will provide the services identified in Attachment B in accordance with the following:

5.1. Operational Decisions and Policy-Making Authorities. The respective authorities of the CITY and the CCSO to make operational decisions and develop and implement policies shall be governed by the guidelines contained in Attachment C, "Roles and Responsibilities of Contract Service Personnel," attached hereto and incorporated by this reference.

6. Special Provisions.

6.1. Use of NON-SWORN. To ensure efficiency and the best use of public funds, the CITY and the CCSO may increase the use of NON-SWORN personnel wherever appropriate and mutually agreed upon. The parties agree that such use must be consistent with the language and spirit of the COLLECTIVE BARGAINING AGREEMENT negotiated by the COUNTY with the Clackamas County Peace OFFICERS Association (CCPOA).

6.2. CITY Purchases. The CITY shall supply, at its own expense, any special supplies, stationery, notices, and forms where such must be issued in the name of the CITY. If the forms are specific to the police department, they shall include language similar to "In partnership with Clackamas County Sheriff's Office" where the CITY's police department is named. The CCSO shall provide supplies and equipment routinely provided to its deputies. When the CITY purchases or leases any equipment for use of the CCSO personnel assigned to the CITY, prior written approval is necessary for the CCSO to ensure the equipment can be integrated into applicable CCSO technological systems.

6.2.1. Technology or Specialized Equipment. The CCSO agrees to provide its deputies with standard issued equipment and technology. If the CITY proposes incorporation of technology not currently in use or not customarily provided to deputies it must be agreed upon by the CCSO. The SHERIFF or their designee will make the final determination. All related costs for the equipment will be paid by the CITY.

6.3. Dedicated OPTIONAL SERVICES. The parties may agree, in writing, to add OPTIONAL SERVICES to the CITY's police department. In the event CCSO determines, in its sole discretion, it may provide the OPTIONAL SERVICES, CCSO will bill CITY the actual cost of personnel for these positions plus a cost share of all applicable categories. Should the services

be added mid-year, an adjustment will be made to the CITY's COSTING MODEL in accordance with Section 4.5.

- 6.4 CITY Police Facility. Office space shall be provided within two years of initial services provided under this Agreement at a location acceptable to both the CCSO and the CITY and standard office equipment will be provided as the CITY deems necessary for the assigned deputies. A CITY may purchase or lease its own facility and will provide for the operation and maintenance of the facility. The facility must meet or exceed all applicable city, county, state, and federal building codes. The facility must adequately meet the space and security needs of the CCSO. The CITY will be responsible for all costs associated with the planning, design, construction, and/or renovation of the facility and property.
- 6.5 Assignment of Personnel. The CCSO will consider TRANSFERS to minimize the time positions are vacant, as well as the impact of vacancies to the CITY, to the extent that adequate staffing levels exist.
- 6.5.1. Deputies will not be granted a lateral TRANSFER out of the CITY unless authorized by the language in the Clackamas County Peace OFFICERS Association (CCPOA) COLLECTIVE BARGAINING AGREEMENT (CBA).
- 6.5.2. Timing and replacement of the CITY-assigned staff who are promoted to a position outside the CITY will be managed with no impact to the CITY staffing.
- 6.5.3. In the assignment of deputies, the COUNTY shall use, whenever possible, deputies who volunteer for duty within the CITY. Duration of assignment and selection of the non-voluntary personnel shall be accomplished in accordance with the CCPOA CBA.
- 6.5.4. Notwithstanding the CCSO's exclusive authority to assign deputies, the CITY shall retain the right to meet and confer with the SHERIFF with respect to those personnel who are assigned to work with the CITY. In the event the CITY has requested the reassignment of personnel and the SHERIFF does reassign the personnel, the reassignment shall not be considered disciplinary. Issue of discipline or performance will be exclusive to the SHERIFF.
- 6.6. Assignment of Detectives. When the CITY reaches a population of 10,000, it will coordinate with the CCSO to start the process of adding a dedicated detective. When the CITY purchases dedicated detective services, the detective will be chosen in accordance with the CCPOA CBA. If there is more than one candidate being considered for the position, the CITY may choose to participate in an interview panel for selection of the detective.
- 6.7. Additional Training. The CITY may provide training in addition to that provided by the CCSO. Additional training shall be approved by the CCSO and the cost shall be paid by the CITY.
- 6.8 CITY Identification. The CITY, if using the CITY DEPARTMENT MODEL, may opt to use uniforms and operate vehicles that display the CITY's identity as outlined in this section for personnel assigned full-time to the CITY. Costs related to the uniforms and vehicles, beyond the QUARTERMASTER allowance, shall be paid by the CITY (e.g., uniforms for bicycle patrol).

- 6.8.1. Cost Mitigation. Recognizing the cost(s) involved with identifying, selecting, and purchasing uniforms and unique vehicle markings, the CCSO will offer one design for uniform colors and vehicle markings to be used as the CITY option for all contracting cities.
- 6.8.2. Uniforms. The CITY may elect personnel in uniform assigned to the CITY to display a CITY patch on the uniform. The CCSO badge shall be displayed on the uniform.
- 6.8.3. Vehicles. Each CITY may opt to use the optional city vehicle graphics approved by the CCSO. In such cases, language similar to “In partnership with the Clackamas County Sheriff’s Office” must be displayed on the vehicles.
- 6.9. Start-up Costs. When a CITY starts new contracted services, or an existing contract requests new FTE, the CITY agrees to reimburse the CCSO for all personnel, QUARTERMASTER, and administrative overhead costs incurred during the hiring and training period of the DEPUTY during the fiscal year prior to the position being assigned to the CITY. These costs shall be billed at 50% on July 1st and 50% on January 1st.
- 6.10. Asset Seizure. The CCSO shall be the seizing agency and the COUNTY shall be the forfeiting agency for purposes of state and federal criminal or civil asset forfeiture for property seized by the CCSO within the CITY.
- 6.11. CHIEF of Police. The CCSO shall provide a member of the CCSO COMMAND STAFF to be designated as CHIEF of Police. The CITY will participate on an interview panel for selection of the Police CHIEF. This position will be filled in accordance with all applicable laws, rules, and regulations.
7. Personnel and Equipment. The COUNTY is acting hereunder as an independent contractor so that:
- 7.1. Control of Personnel. All CCSO employees providing services under this Agreement are and will continue to be employees of the County. CCSO is and will remain solely responsible for all employment and human resource functions for its employees including, but not limited to, FMLA/OFLA administration, worker’s compensation, paid sick leave, EEO complaints, standards of performance, discipline, and similar employment-related or human resource issues and concerns shall be governed entirely by the CCSO. Allegations of misconduct shall be investigated in accordance with the CCSO’s policies and procedures.
- 7.2. Status of Employees. All persons rendering service to the CITY hereunder shall be for all purposes employees of the CCSO, except that the CITY may hire NON-SWORN CITY employees pursuant to Section 6.1.
- 7.3. Municipal Violations. The CCSO SWORN personnel assigned to the CITY will cite violations of municipal ordinances into the CITY’s municipal court when applicable.
8. Enforcement Decisions/CITY Responsibilities. In support of the CCSO providing the services described in Attachments A and B, the parties agree as follows:
- 8.1. Enforcement Discretion. CCSO will endeavor, in good faith, to provide law enforcement services to CITY in a manner consistent with CITY’s practices, policies, and priorities. However, CCSO has final decision-making authority with respect to CCSO employees. CCSO may, in its sole discretion, decide the means and methods of providing law enforcement services to the CITY including, but not limited to, discretion as to which matters receive priority or which CITY ordinances may or may not be enforced. CCSO’s performance under

this Agreement is subject to CCSO's policies and procedures with respect to law enforcement services.

Municipal Code. CITY will endeavor, in good faith, to not pursue policies, practices, procedures, or ordinances that may conflict with CCSO's own policies, practices, procedures, or ordinances with respect to the services provided under this Agreement. CITY, to the extent reasonably practicable, will take into consideration local circumstances, endeavor as it adopts local ordinances to have such ordinances be consistent with those of the COUNTY and/or state law. It is recognized that it is in the interest of both parties to the Agreement that the reasonable uniformity of common regulations will promote efficient provision of law enforcement services. However, in the event CCSO determines, in its sole discretion, that it is in the CCSO's best interest not to enforce a CITY policy, practice, procedure, or ordinance, CCSO's decision shall be final and shall not constitute a default under this Agreement.

8.2 Proposed Ordinances. The CITY shall confer with the Police CHIEF on any proposed ordinance that results in a civil or criminal penalty to ensure that the CCSO will enforce it.

9. Duration. This Agreement is effective upon authorization and signature by both parties, except that parties agree that services and charges shall commence once fully executed. The Agreement shall automatically renew July 1st of each year when a new, Final Attachment B is signed by both parties, unless the termination process is invoked in accordance with Section 10.

10. Termination Process. Either party may initiate a process to terminate this Agreement as follows:

10.1. Non-breach Termination. Either party may terminate this Agreement for its convenience as follows:

10.1.1 Notice of Intent to Terminate. Except as provided in Section 10 any party wishing to terminate the Agreement shall issue a written notice of intent not less than 45 days prior to issuing an 18-month written notice of intent, the CITY Manager or their designee and the SHERIFF or their designee will meet to discuss the intention to terminate services and review alternatives and impacts, among other matters.

10.1.2 Written Notice of Termination. The terminating party shall provide at least 18 months' written notice to the other party.

10.1.3 Transition Plan. Within 120 days of receipt of such written termination notice, the parties shall commence work on and complete a mutually agreed-upon transition plan providing for orderly transition of responsibilities from the CCSO to the CITY or their designee. Each party shall maintain its respective costs in developing the transition plan and each will work cooperatively with the other party in the coordination of efforts. The transition plan shall identify and address the continuity of professional and quality police services before, during, and through the transition period. The transition plan shall also identify and address any personnel, capital equipment, workload and any other issues related to the transition.

10.1.3. Mutually Agreed Upon Hiring. In the event the CITY wished to hire any CCSO DEPUTY who is performing services for the CITY to a full or part-time position as a law enforcement OFFICER within one (1) year of the termination or expiration of this Agreement, or within one (1) year of the date a CCSO DEPUTY stops performing services for the CITY, the CITY Manager or their designee, shall meet with the

SHERIFF or their designee to discuss the personnel and service delivery impacts on the unincorporated areas of the COUNTY.

- 10.2 Termination for Breach. The CCSO may, upon 60 days written notice with an opportunity to cure, in its sole discretion, terminate this Agreement, either in its entirety or for a particular law enforcement service if the CITY breaches its obligations under this Agreement.
- 10.3 Termination for Lack of Appropriation. Either party may terminate this Agreement, upon thirty (30) days written notice to the non-terminating party, in the event the terminating party fails to receive expenditure authority sufficient to allow that party, in the exercise of its reasonable administrative discretion, to continue to perform under this Agreement.
- 10.4 Termination or Suspension for Lack of Resources. At any time COUNTY determines, in its reasonable discretion, that it lacks sufficient resources to perform under this Agreement, COUNTY may immediately suspend performance until sufficient resources are available to continue performance, as determined by COUNTY in its sole discretion. If COUNTY determines, in its sole discretion, that sufficient resources will not be available to continue to perform under the Agreement for an extended period of time, the COUNTY may terminate this Agreement or, upon written agreement of both parties, negotiate an amendment to this Agreement that modifies the law enforcement services provided by COUNTY to a level that allows COUNTY to continue to perform.
- 10.5 Limitation of Liabilities.
- 10.4.1. Termination will not prejudice either party's right to tort liability coverage under this Agreement for any covered liability incurred prior to the date of termination.
- 10.4.2. Neither party shall be liable to the other for any incidental or consequential damages arising out of or related to this Agreement. Neither party shall be liable for any damages of any sort arising solely from termination of this Agreement or any part hereof in accordance with its terms.

11. Indemnification.

- 11.1. CITY Indemnification. Subject to the limits of the Oregon Tort Claims Act and the Oregon Constitution, the CITY shall indemnify and defend COUNTY, and its officers, elected officials, and employees, from and against all claims, actions, losses, liabilities, including reasonable attorney and accounting fees, and all expenses incidental to the investigation and defense thereof, arising solely out of or based upon CITY's negligent acts or omissions in performing under this Agreement. In executing this Agreement, the COUNTY does not assume liability or responsibility for or in any way release the CITY from any liability or responsibility which arises in whole or in part from the existence or effect of CITY ordinances, rules, regulations, resolutions, customs, policies, or practices. If any cause, claim, suit, action or administrative proceeding is commenced in which enforceability and/or validity of any such CITY ordinance, rule, regulation, resolution, custom, policy, or practice is at issue, the CITY shall defend the same at its sole expense and if judgement is entered or damages are awarded against the CITY, the COUNTY, or both, the CITY shall satisfy the same.

However, neither CITY, nor any attorney engaged by CITY, shall defend the claim in the name of COUNTY, purport to act as legal representative of COUNTY, or settle any claim on behalf of COUNTY, without the approval of the Clackamas County Counsel's Office. COUNTY may assume its own defense and settlement at its election and expense.

11.2 COUNTY Indemnification. Subject to the limits of the Oregon Tort Claims Act and the Oregon Constitution, the COUNTY shall indemnify and defend CITY, and its officers, elected officials, and employees, from and against all claims, actions, losses, liabilities, including reasonable attorney and accounting fees, and all expenses incidental to the investigation and defense thereof, arising solely out of or based upon COUNTY's negligent acts or omissions in performing under this Agreement. In executing this Agreement, the CITY does not assume liability or responsibility for or in any way release the COUNTY from any liability or responsibility which arises in whole or in part from the existence or effect of COUNTY ordinances, rules, regulations, resolutions, customs, policies, or practices. If any cause, claim, suit, action or administrative proceeding is commenced in which enforceability and/or validity or any such COUNTY ordinance, rule, regulation, resolution, custom, policy, or practice is at issue, the COUNTY shall defend the same at its sole expense and if judgement is entered or damages are awarded against the COUNTY, the CITY, or both, the COUNTY shall satisfy the same.

12. No Third-Party Beneficiary. The COUNTY does not intend by this Agreement to assume any contractual obligations to anyone other than the CITY, and the CITY does not intend by this Agreement to assume any contractual obligations to anyone other than the COUNTY. The COUNTY and CITY do not intend that there be any third-party beneficiary to this Agreement.

13. Insurance Coverage.

13.1 Commercial General Liability Insurance.

13.1.1. The CITY shall obtain and maintain at all times during the course of this Agreement commercial general liability insurance coverage pursuant to the Oregon Tort Claims Act and subject to the limits of the Act covering Bodily Injury and Property Damage on an "occurrence" form in the amount of not less than \$1million per occurrence/\$2million general aggregate for protection of the COUNTY, its officers, commissioners, and employees. These amounts shall change in accordance with state and federal law. This coverage shall include Contractual Liability insurance for the indemnity provided under this Agreement.

13.1.2. The COUNTY agrees to maintain an actuarially sound self-insurance fund sufficient to cover its obligations under Section 11.1.

13.2 Auto Liability Insurance.

13.2.1. The CITY shall also obtain, at the CITY's expense, and keep in effect during the term of the Agreement, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The Combined Single Limit per occurrence shall not be less than \$1million.

13.3 Worker's Compensation Insurance.

13.3.1. The CITY, if it is an employer of one or more workers subject to workers' compensation coverage under ORS Chapter 656, shall qualify as an insured employer under ORS 656.017 or as an exempt employer under ORS 656.126. The CITY shall maintain employer's liability insurance with limits of \$1million each accident, or \$1m for each qualifying condition of an employee, and \$1million each policy limit. These amounts shall change in accordance with state and federal law.

13.4 Additional Insurance Provision. All liability insurance shall include "Clackamas County, its agents, officers, and employees" as an additional insured.

13.5. Notice of Cancellation. There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice to the COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to the COUNTY. The 60-days' notice of cancellation provision shall be physically endorsed on the policy.

13.6. Insurance Carrier Rating. Coverages provided must be underwritten by an insurance company deemed acceptable by the COUNTY. Insurance coverage shall be provided by companies admitted to do business in Oregon, or, in the alternative, A- or better by Best's Insurance Rating. The COUNTY reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

13.7. Self-Insurance. The CITY may fulfill its insurance obligations herein through a program of self-insurance, provided that the CITY's self-insurance program complies with all applicable laws and provides insurance coverage equivalent in both type and level of coverage that satisfies this Section 14. If the CITY is self-insured, the COUNTY Risk Manager must approve the self-insurance, in writing, as satisfying this Section.

14. Non-Discrimination. The COUNTY and the CITY certify that they are Equal Opportunity Employers.

15. Assignment. Neither the COUNTY nor the CITY shall have the right to TRANSFER or assign, in whole or in part, any or all of its obligations and rights hereunder without prior written consent of the other party.

16. Audit and Inspections. The records and documents with respect to all matters covered by this Agreement shall be subject to inspection, review or audit by the COUNTY or the CITY during the term of this Agreement and three (3) years after termination.

17. Notice. Any formal notice or communication to be given by the COUNTY or the CCSO to the CITY under this Agreement shall be deemed properly given if personally delivered, or mailed postage prepaid and addressed to:

CITY OF ESTACADA
Melanie Wagner
475 SE Main St
Estacada, OR 97023

Any formal notice or communication to be given by the CITY to the COUNTY or the CCSO under this Agreement shall be deemed properly given if personally delivered, or mailed postage prepaid and addressed to:

CLACKAMAS COUNTY SHERIFF'S OFFICE
Jesse Ashby
2223 Kaen Road
Oregon City, OR 97045

The name and address to which notices and communications will be directed may be changed at any time by either the CITY or the CCSO provided that such notice has been given to the other party.

18. COUNTY as Independent Contractor. The COUNTY is, and shall at all times be deemed to be, an independent contractor. Nothing herein shall be construed as creating the relationship of employer and employee, or principal and agent, between CITY and the COUNTY or any of the COUNTY's agents or employees. The COUNTY shall retain all authority for rendition of services, standards of performance, control of personnel, and other matters incident to the performance of services by the COUNTY pursuant to this Agreement.
19. No Real Property Acquisition or Joint Financing. This Agreement does not provide for the acquisition, holding or disposal of real property. Nor does this Agreement contemplate the financing of any joint or cooperative undertaking pursuant to this Agreement.
20. Headings. The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and shall not be used to construe the meaning or to interpret this Agreement.
21. Construction. The parties agree and acknowledge that the rule of construction that ambiguities in a written agreement are to be construed against the party preparing or drafting the Agreement shall not be applicable to the interpretation of this Agreement.
22. Agreement Administration.
 - 22.1. Agreement Administrators. The CITY Manager, or their designee, and the CITY Police CHIEF shall serve as Agreement administrators to review Agreement performance and resolve operational problems.
 - 22.2. Referral of Unresolved Problems. The CITY Manager, or their designee, shall refer any police service operational problem, which cannot be resolved, to the Undersheriff. The Undersheriff, or SHERIFF, and CITY Manager, or their designee, shall meet as necessary to resolve such issues.
23. CONTRACT CITY ADVISORY COMMITTEE.
 - 23.1 Committee. The CITY and the COUNTY agree to establish an Advisory Committee consisting of the City Managers, or their designees, of the cities that contract with the COUNTY for law enforcement services, the Clackamas County SHERIFF, or their designee, and the CITY Police CHIEFS.
 - 23.2 Scope. The Advisory Committee shall meet at least quarterly. The Advisory Committee will elect a chair every two years at the first quarterly meeting after July 1st. The chair is responsible for scheduling meetings and setting the agenda for the duration of their term as chair.
 - 23.3 Authority. The Advisory Committee's purpose is solely to provide recommendations with respect to the parties' performance under this Agreement. The Advisory Committee is not a party to this Agreement, and nothing herein is intended to give, or shall be construed to give or

provide, to the Advisory Committee any benefit or right under this Agreement, whether directly, indirectly, or otherwise. The parties will endeavor, in good faith, to consider the recommendations of the Advisory Committee, but a failure of either party to follow the recommendations of the Advisory Committee shall not constitute a default under this Agreement.

24. Amendments. This Agreement may be amended at any time by mutual written consent of the CITY, the CCSO, and the Board of County Commissioners (BCC).
25. Filing. Copies of this Agreement, signed by the Chair of the Clackamas County Board of Commissioners, the SHERIFF, the CITY Manager and CITY Attorney, shall be filed with the CITY and the Clackamas County Clerk.
26. Entire Agreement. This Agreement and Attachments A, B, C and D contain all the agreements of the parties with respect to the matter agreed hereto. Any prior agreements, promises, negotiations, or representations of or between the parties, either oral or written, relating to the subject matter of this Agreement, which are not expressly set forth in this Agreement are null and void and of no further force or effect.
27. Waiver. The waiver by either party of a breach or violation of any provisions of this Agreement shall not operate or be construed as a waiver of any subsequent breach thereof. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted by a party must be in writing to be effective and shall apply solely to the specific instance expressly stated.
28. Severability. If any of the Provisions contained in this Agreement are held illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.
29. Debt Limitation. This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 9, of the Oregon Constitution, and is contingent upon funds being appropriated, therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.
30. Oregon Law and Forum. This Agreement, and all rights, obligations, and disputes arising out of it will be governed by and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without giving effect to the conflict of law provisions thereof. Any claim between COUNTY and CITY that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Clackamas County for the State of Oregon; provided, however, if a claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by COUNTY of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. CITY, by execution of this Agreement, hereby consents to the in personam jurisdiction of the courts referenced in this section.
31. Compliance with Applicable Law. Both parties shall comply with all applicable local, state and federal ordinances, statutes, laws and regulations. All provisions of law required to be a part of this Agreement, whether listed or otherwise, are hereby integrated and adopted herein. Failure to comply with such obligations is a material breach of this Agreement.

32. No Attorney Fees. In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Agreement, each party shall be responsible for its own attorneys' fees and expenses.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this agreement to be executed on this _____ day
of _____, 2025

CITY OF ESTACADA

CLACKAMAS COUNTY



Sean Drinkwine, Mayor
City of Estacada

Craig Roberts, Chair
Clackamas County Board of Commissioners

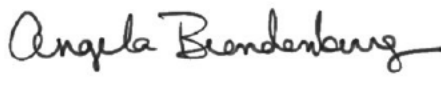
July 29, 2025

Date

Date



Melanie K. Wagner
City Manager



Angela Brandenburg
Clackamas County Sheriff

July 29, 2025

Date

August 11, 2025

Date

ATTACHMENTS

ATTACHMENT A COST SUMMARY

Methodology

The methodology outlined below reflects a cost share of applicable costs. This methodology is intended to develop the estimated base budget for each CITY. Where possible, the CCSO will reconcile expense and recover actual cost.

No category of the costing model will be capped. For the purposes of developing each CITY'S cost share, which do not include personnel cost, each of the CITIES is treated the same as a CCSO Program or Fund. Rates for each category in the costing model are based upon the total CCSO FTE count for a given fiscal year.

Personnel

Salary, Benefits, and Incentives: Each fiscal year, the Clackamas COUNTY budget department provides the budgeted costs of all CCSO's FTE. The positions assigned to each CITY at the time of budget development will be the basis of each CITY's estimated personnel costs. The total personnel cost rate will be based on the employee's actual cost, which amount includes the employee's base salary together with any and all applicable benefits, fringe, overhead and/or allocation costs and expenses, taxes, travel expenses, and related matters.

Vehicles

Fuel, Vehicles, and Vehicle Repair and Maintenance: Each CITY's estimate for a given fiscal year will be based upon an FTE share of the total CCSO budgeted cost of these specific items.

Uniforms & Equipment

Uniforms and Equipment: Each CITY's estimate for a given fiscal year will be based upon an FTE share of the total CCSO budgeted uniform cost for each fiscal year. This will be reconciled with the actual uniform expense for each CITY.

Vests: The CITIES will pay their share of vest replacement for employees assigned to the CITY per the current CBA.

Optional Items: The CITIES will be invoiced for the actual cost of optional items purchased by the CCSO per the request of the CITY. Optional items directly purchased by the CITY should be discussed in advance with the Police Chief.

Administrative Overhead

Cost Share of Sheriff's Office Programs

Department Indirect Costs

Costs including Office of the Sheriff, Strategic Analysis Unit, Finance and Business Services, Human Resources, Information Technology, Alarms, Fleet, Records, Background Investigations, Recruitment, Communications Unit, Professional Standards Unit, Training and Wellness, and the Public Safety Training Center. The cost distribution to the CITIES is based upon an FTE share of these programs.

Investigations

FTE share of the total Investigations budget, minus cost allocations, liability insurance, and workers compensation which are otherwise charged to each CITY. Costs paid in this section cover investigation services by deputies and detectives investigating such crimes as major crimes, drug offenses, fraud, and such reports as missing persons, vice, and major accidents.

Those CITIES who have Detective FTE(s) will receive a cost-share reduction of two times the Detective FTE assigned to the CITY.

SWAT, Crisis Negotiation Team, and Drones and Air Support

These costs are charged by the CITY'S FTE share of the total program budgets.

Cost Share of County Internal Service Costs

This category represents the costs that the COUNTY charges to the CCSO each fiscal year. The following items are charged to each CITY based on their budgeted FTE at the time of budget development: Allocated Costs, CCOM, C800, Liability Insurance, and Workers Compensation. Should the COUNTY develop additional costs not currently listed, a share of the cost will be passed along to each CITY.

ATTACHMENT B COSTING MODEL

FY 2025-26
City of Estacada
Law Enforcement Services

FINAL 4/4/25

PERSONNEL						
Position	FTE	Cost	City Share	FY2024-25 Budget	Variance	% Increase from PY
Lieutenant (Police Chief)	0.25	324,947	81,237	68,549	12,688	19%
Deputy*	4.00	178,910	715,640	493,273	222,367	45%
School Resource Officer	1.00	204,812	204,812	178,604	26,208	15%
*Increased by 1 FTE for FY2025-26	5.25		1,001,689	740,426	261,263	35%
Overtime	5.00	9,597	47,986	46,853	1,133	2%
Total Personnel Costs (Salary, OT, Fringe, and Taxes)			1,049,675	787,279	262,396	33%

VEHICLES				
Description	City Share	FY2024-25 Budget	Variance	% Increase from PY
Fuel	24,366	19,969	4,397	22%
Vehicles	33,000	38,688	(5,688)	-15%
Vehicle Repair and Maintenance	41,532	18,848	22,684	120%
Total Vehicles Costs	98,898	77,505	21,393	28%

UNIFORMS, EQUIPMENT, AND SERVICES					
Description	City Share	FY2024-25 Budget	Variance	% Increase from PY	
Computers	*	6,344	(6,344)	-100%	
Computer Software	*	3,280	(3,280)	-100%	
Leases-Copier	*	919	(919)	-100%	
Leases-Office	*	964	(964)	-100%	
Telephone and Internet	*	6,307	(6,307)	-100%	
Uniforms	*	2,558	(2,558)	-100%	
Total Uniforms, Equipment, and Services Costs		*Rolled into Indirect Costs for FY2025-26	20,372	(20,372)	-100%

ADMINISTRATIVE OVERHEAD				
Cost Share of Sheriff's Office Programs	City Share	FY2024-25 Budget	Variance	% Increase from PY
Indirect Costs	160,581	97,985	62,596	64%
Crisis Negotiation Team	13	8	5	62%
Drones	288	20	268	1340%
Air Support	632	112	520	465%
Investigations	76,464	53,712	22,752	42%
SWAT	830	910	(80)	-9%
Training	5,297	13,890	(8,593)	-62%
Total Cost Share of Sheriff's Office Programs	244,105	166,637	77,468	46%

Cost Share of County Internal Service Costs	City Share	FY2024-25 Budget	Variance	% Increase from PY
Cost Allocation - Finance	5,855	6,524	(669)	-10%
Cost Allocation - Facilities	25,384	25,373	11	0%
Cost Allocation - Utilities	9,375	10,102	(727)	-7%
Cost Allocation - Technology Services	27,892	27,732	160	1%
Cost Allocation - Public and Government Affairs	3,772	3,832	(60)	-2%
Cost Allocation - Records Management	1,221	1,189	32	3%
Cost Allocation - Human Resources	9,740	9,438	302	3%
Cost Allocation - County Administration	115	123	(8)	-7%
Cost Allocation - County Counsel	1,311	303	1,008	333%
CCOM	80,970	62,695	18,275	29%
C800	12,854	9,340	3,514	38%
Liability Insurance	16,963	20,954	(3,991)	-19%
Worker's Compensation	10,375	12,355	(1,980)	-16%
Total Cost Share of County Internal Service Costs	205,828	189,960	15,868	8%

CITY OF ESTACADA	FY2025-26	FY2024-25 Budget	Variance	% Increase from PY
BUDGET	1,598,506	1,241,753	356,753	29%
COST PER FTE	304,477.26	292,177	12,300	4%

City of Estacada:

Melanie K. Wagner May 22, 2025
Signature & Date

Melanie K. Wagner, City Manager

Name & Title

Clackamas County Sheriff's Office:

Patrick Williams

Signature & Date

Patrick Williams, Business Services Manager

Name & Title

ATTACHMENT C

ROLES AND RESPONSIBILITIES OF CONTRACT SERVICE PERSONNEL

SECTION A: ROLES AND RELATIONSHIPS

1. SWORN Personnel

Contract service police CHIEFS, as well as, other SWORN personnel, will be responsive to public safety needs of the contracting entity, as well as its officials, residents, and/or population served.

2. Contract Police CHIEF (CITY Police CHIEF for Contract Cities)

a. Command Structure

Reports directly to Undersheriff. Works in collaboration with the CITY Manager or their designee.

b. Interaction with Contracting Entity

- i. Police CHIEF and City Manager or designee may establish regular meetings.
- ii. The Police CHIEF shall function as a department head within the contracting entity's organizational structure and is expected to conduct themselves in a manner that supports and maintains trust in the contracting entity.
- iii. At the request of the CITY Manager, or their designee, the Police CHIEF will attend and participate in the contracting entity's public and community meetings and events.
- iv. The Police CHIEF is the CITY's Director of Police Services and represents the Manager of the CITY for all law enforcement matters in the /CITY.
- v. The CCSO views the Contract Cities as customers and will maintain a customer service orientation to managing the contracts. Consistent with this philosophy, Police CHIEFS are expected to represent the CITY's point of view, consider CITY needs in carrying out their duties and advocate on behalf of their CITY similar to other CITY departmental directors.

c. Duties

i. Supervision Received

1. The CCSO COMMAND staff maintain authority and responsibility over Police CHIEF.
2. The Police CHIEF shall maintain communication between command structures to ensure that changes in the CCSO are communicated to the contracting entity and that changes in the entity are communicated to the CCSO.

ii. Duties Include:

1. The Police CHIEF shall direct overall Contract City service police operations, ensuring law enforcement services within the CITY.

2. The Police CHIEF shall analyze operations and develop plans to manage resources and ensure effective and efficient delivery of services.
3. The Police CHIEF shall oversee the implementation of all policies and procedures relating to police services.
4. The Police CHIEF shall utilize analysis of crime data to establish a plan for deploying resources to address identified needs.
5. The Police CHIEF shall coordinate police activities for the contracting entity, including hours of operation and contract-specific protocols and procedures.
6. The Police CHIEF shall oversee and monitor, in coordination with the Clackamas County SHERIFF'S Office, the budget for the contract police department as provided in Attachment B.
7. The Police CHIEF shall coordinate the response of services that are not purchased by the entity in advance (e.g., National Night Out).
8. The Police CHIEF shall notify the CITY Manager or their designee in the event of a significant criminal occurrence within the CITY.
9. The Police CHIEF shall work with the CITY manager or their designee to establish goals and objectives for CITY police services that reflect the specific needs of the CITY.
10. The Police CHIEF shall coordinate police activities within the CITY, including scheduling CITY-specific protocols and procedures.
11. The Police CHIEF shall coordinate duties of deputies assigned to the CITY as specific needs arise, as requested by the CITY Manager or their designee, within the context of established CCSO policies and procedures.
12. The Police CHIEF shall provide oversight of the implementation within the CITY of all COUNTY employment and CCSO policies and procedures.
13. The Police CHIEF shall notify the CITY Manager or their designee of any COUNTY or CCSO procedure changes, which either supplement or potentially detract from the CITY's goals and objectives for police services.
14. The Police CHIEF shall identify areas of supplemental training for deputies assigned to the CITY, making recommendations to the CITY Manager or their designee for training not provided by CCSO.

d. Goals, Objectives, and Performance Indicators

- i. The Police CHIEF may establish goals and objectives for contract police services in conjunction with the CITY Manager that reflect the specific needs of the contracting entity.
- ii. The Police CHIEF shall oversee the implementation of all the CCSO policies and procedures within the contract services. The Police CHIEF will notify the City Manager of any policy or procedure changes that effect CITY operations.

e. Personnel Management and Training

- i. The Police CHIEF shall identify areas of supplemental training for OFFICERS assigned to the contracting entity and report to entity's CITY Manager or designee

and COMMAND STAFF or Undersheriff any recommendations for performance improvement.

- ii. The Police CHIEF shall periodically review the performance of OFFICERS assigned to the contracting entity and report to entity's CITY Manager or designee and COMMAND STAFF or Undersheriff any recommendations for performance improvement.

3. First Level Supervisor/Line OFFICERS Detectives/Staff

- a. Command Structure
 - i. These individuals shall report directly to the Police CHIEF or supervisor as appropriate.
- b. Title/Insignia
 - i. These individuals shall wear rank insignia on uniform consistent with rank.
- c. Duties
 - i. Will be commensurate with other CCSO assignments.

ATTACHMENT D GLOSSARY OF TERMS

Absent Without Leave

Absent without authorization.

Backfill

Replacing a normally scheduled deputy's planned or unplanned absence using overtime.

Benefits

Medical, dental, unemployment, accidental death and dismemberment insurance, life insurance, worker's compensation, retirement plans, and vacation, sick, personal leave, and holiday pays.

Bereavement Leave

Subject to federal and state laws and the CCSO's policies.

Captain

Appointed by the Sheriff from a list of Lieutenants and subordinate to the rank of Undersheriff.
Assigned as Division Commander.

CCPOA

Clackamas County Peace Officers' Association – the collective bargaining unit representing the non-management employees of the Sheriff's Office.

Chief

The Police CHIEF is the CITY's Director of Police Services and represents the Manager of the CITY for all law enforcement matters in the /CITY.

City Department Model

The service delivery model selected by the CITY in consultation with the Clackamas County Sheriff or their designee. Eligible to have the approved CITY-style uniform(s) and vehicle(s) for full-time assigned personnel, and an overtime budget is provided to backfill absences from then.

Clackamas Communications Center – CCOM

Provides 911 telecommunications services between citizens and appropriate public safety agencies on a 24-hour-a-day basis including dispatch and radio support to officers.

Clothing Allowance

Detectives not required to wear a uniform receive additional pay in accordance with the CCPOA CBA.

Collective Bargaining Agreement (CBA) (Union Contract)

The negotiated work conditions and benefits agreed to by Clackamas County and the CCPOA.

Community Service Officer (CSO)

Non-sworn, uniformed staff who do not have arrest authority.

Command Staff

Any CCSO sworn employee at the rank of Lieutenant or above.

Compensatory Time

Time off that is granted with pay in lieu of overtime pay to FLSA-overtime eligible employees for work performed either on an authorized overtime basis or on a holiday that is normally scheduled as a day off.

Contract City Advisory Committee

Group representing each of the cities who contract with the CCSO for law enforcement services, and the CCSO, who is responsible for ensuring the Intergovernmental Agreement is being followed appropriately, recommending changes/amendments, and working to resolve issues that may arise out of service delivery.

Costing Model (Attachment B)

Document provided annually to CITY which demonstrates which service model is applied, the number of assigned staff members, and the associated costs for the year.

Cost Summary (Attachment A)

Document provided annually to the CITY which details how the calculations are made for fiscal year costing model.

County Allocated Costs

Costs charged by the COUNTY administration to the offices and departments of the COUNTY for internal services costs such as COUNTY finance, facilities, information technology, and counsel.

Dedicated Staff

Personnel regularly assigned to the CITY.

Department Indirect Costs

Shared operational costs among programs within an organization. Examples include costs not attributable to a specific program such as the Sheriff's Administration or Information Technology costs.

Deputy (Officer)

Appointed by the Sheriff from a certified eligibility list provided by the Clackamas County Department of Human Resources and is subordinate to the rank of Sergeant.

Discretionary Overtime

Overtime used to meet daily staffing of the CITY such as replacing deputies who are on vacation, in training, etc. CITY may use their discretion to leave certain vacancies unfilled and not expend overtime.

Estimated Agreement Amount for Services

The draft form of Attachment B provided to the CITY by the CCSO indicating what the estimated cost will be for the next fiscal year's service delivery to be used for budgeting purposes.

Final Agreement Amount for Services

Upon reaching agreement on the service model and level, the CCSO provides a final version of Attachment B to the CITY. The agreement indicates the contract amount for the next fiscal year. Actual cost to the CITY will be charged on a monthly basis.

Flexible Services Model

The service delivery model selected by the CITY in consultation with the Clackamas County Sheriff or their designee. Under this model, the CITY is not eligible to have the approved CITY-style uniform(s) and vehicle(s) for assigned personnel, and absences from the CITY are not covered by the neighboring CCSO Patrol district in conjunction with the other district calls for service.

Full-Time Equivalent (FTE)

The equivalent of a full-time position, or an equivalency up to a full-time position.

Incentive Pay

Additional pay over and above the base salary negotiated by the County and CCPOA for qualified employees. Examples include motorcycle officer pay, firearms qualification pay, and longevity pay.

Leave With Pay

Authorized time off with pay. Examples include vacation, use of compensatory time, and parental leave.

Leave Without Pay

Any absence of an employee from duty without compensation.

Lieutenant

Appointed by the Sheriff from a certified list of qualified applicants provided by the County's Department of Human Resources. This position is subordinate to the rank of Captain.

Longevity Pay

Additional pay given for length of service.

Mandatory Training

Training that is mandated by COUNTY, state, or federal regulations (i.e., Firearms, Emergency Vehicle Operations, and First Aid and CPR).

Military Leave

Leave of absence with pay for active military duty.

Non-Sworn

Personnel who do not have police/arrest authority.

Officer

See "Deputy"

Optional Services

Services or specialized groups within the Sheriff's Office that serve residents of unincorporated Clackamas County and are not routinely provided by the Sheriff's Office in the ordinary course of providing law enforcement services.

Permanent (Regular) Assignment

Normal duty station.

Promotion

The movement of an employee to a higher rank.

Quartermaster

A system to track the provision of uniforms and equipment for department personnel.

Reconciliation

The process at the end of each month where the CCSO Finance and Business Services team members calculate and bill each CITY for actual costs of law enforcement services and other expenses as outlined on the costing model.

School Resource Officer (SRO)

A deputy who provides a school-based community policing presence at primary and secondary schools.

Sheriff

The elected Chief Executive of the Clackamas County Sheriff's Office.

Sick Leave

Paid leave of absence from work due to the employee or family member's illness.

Special Units

Groups of employees with specialized training to address certain routine and non-routine events throughout the County. Special units are staffed either full-time or as a collateral duty in addition to the employee's regular assignment. Special Units include:

Air Support and Drones

CAT – Child Abuse Team

CCITF – Clackamas County Interagency Taskforce

CIT – Crisis Intervention Team

CERT – Cell Extraction Response Team

CNT – Crisis Negotiation Team

CSAT – Community Safety Action Team (Crime Prevention)

CRAFT – Crash Reconstruction and Forensics Team

CSI – Crime Scene Investigations

DRE – Drug Recognition Expert

DVERT – Domestic Violence Enhanced Response Team

EDU – Explosives Disposal Unit

EVO – Emergency Vehicle Operations (Instruction)

FJC – Family Justice Center

HAZMAT – Hazardous Materials Team

HNT – Hostage Negotiations Team

HVCU – Homicide and Violent Crimes Unit

K-9

PSTC – Public Safety Training Center

PSU – Professional Standards Unit

SRO – School Resource Officer

SWAT – Special Weapons and Tactics Team

Sworn

Personnel who have police/arrest authority and/or are certified by the State of Oregon.

Temporary Assignment/Position

An assignment/position that is not a regular assignment/position and includes probationary period or provisional appointment.

Transfer

Movement of an employee from one position to another position that has the same or comparable job classification and salary.

Unit Cost

The allocation of certain CCSO budget items across FTE to establish a per-person cost for equipment, support, and administrative overhead that is allocated across the agency for each person employed.

Vacancy

A position which is empty, unfilled, or unoccupied such that no funds are being expended.