

## RESOLUTION No. 540-21

### A RESOLUTION APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF DONALD AND MARION COUNTY SHERIFF'S OFFICE FOR LAW ENFORCEMENT SERVICES

**WHEREAS**, Marion County, a political subdivision of the State of Oregon provides police services on a contract basis under the provisions of Oregon Chapter 190;

**WHEREAS**, the City of Donald is in need of law enforcement services and the County is willing to provide those services on the terms and conditions as stated in the attached agreement;

**WHEREAS**, Resolution No. 375-15 authorizes the Mayor to sign intergovernmental contracts with prior approval from the Donald City Council;

**WHEREAS**, the contract is set to start upon approval of Resolution No. 540-21 and continue through June 30, 2022;

**WHEREAS**, the contract amount is not to exceed \$62,500 for the fiscal year 2020-2021;

**WHEREAS**, it is in the best interest of the City to pursue an IGA for law enforcement services agreement with Marion County Sheriff's Office, who has served in this capacity for the City years prior; and

**WHEREAS**, the parties have negotiated the services on the terms and conditions as stated in the attached agreement as Exhibit A.

#### **NOW, THEREFORE, THE CITY OF DONALD RESOLVES AS FOLLOWS:**

**Section 1.** The Donald City Council approves the intergovernmental agreement between the cities of Donald and Marion County Sheriff's Office for policing services, which is attached hereto and by this reference incorporated herein as Exhibit A.

**Section 2.** This agreement shall be effective upon approval of this resolution.

**PASSED and ADOPTED** by the City Council of the City of Donald at a Special Meeting on this 29<sup>th</sup> day of September, 2021 by the vote of 7 ayes and 0 nays.

**DATE:** September 29, 2021

  
Rick Olmsted, Mayor

**ATTEST** by City Manager this 29<sup>th</sup> day of September, 2021

  
Heidi Bell, City Manager

**THIS PAGE INTENTIONALLY LEFT BLANK**

# **INTERGOVERNMENTAL AGREEMENT**

**Between  
CITY OF DONALD  
and  
MARION COUNTY**

## **1. PARTIES TO AGREEMENT**

This Agreement between City of Donald , hereafter called Agency, and Marion County, a political subdivision of the state of Oregon, hereafter called County, is made pursuant to ORS 190.010 (Cooperative Agreements).

## **2. PURPOSE/STATEMENT OF WORK**

Agency is in need of law enforcement services and County is willing to provide those services on the terms and conditions hereinafter stated. These services are further described in Section 5.

## **3. TERM AND TERMINATION**

3.1 This Agreement shall be effective for the period of August 10, 2021 through June 30, 2022 unless sooner terminated or extended as provided herein.

3.2 This Agreement may be extended for an additional period of one year by agreement of the parties. Any modifications in the terms of such amendment shall be in writing.

3.3 This agreement may be terminated by mutual consent of both parties at any time or by either party upon 30 days 'notice in writing, and delivered by mail or in person. Any such termination of this agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

## **4. FUNDING AND BILLING**

4.1 For such services provided, Agency agrees to pay County at the rate in a range from \$62.77 to \$119.00 for patrol services, not to exceed \$62,500 per Term of this Agreement, depending on the deputy assigned to the call. The hourly rate will be based upon the time the assigned deputy leaves the Public Safety Building, 3610 Aumsville Hwy SE, Salem, OR 97317.

4.2 County will submit an invoice for patrol services provided at the close of each month. County shall invoice the Agency and Agency shall pay the County within thirty (30) days of receipt of the invoice. A log of activities completed by deputy will be provided separately by the patrol Sergeant.

## **5. OBLIGATIONS UNDER THE TERMS OF THIS AGREEMENT**

5.1 County shall provide law enforcement services, as mutually agreed by each party, for the citizens of the City of Donald.

5.2 County and Agency shall jointly determine the dates/hours of patrol; however, County shall provide no fewer than two, four hour shifts per month.

5.3 Deputies assigned to this agreement may on occasion respond to calls for service outside the City of Donald within a seven (7) mile limit and provide back-up for the Sheriff and State Police units in case of emergency.

5.4 Deputy assigned under this agreement will have full power and authority to arrest for violations of all county and state ordinances.

5.5 County shall have complete authority to select and assign the Deputy under this agreement. Should an emergency arise during the term of the agreement outside the Agency; the Deputy assigned may be assigned to respond to the emergency. The County will not be obligated to provide an additional deputy to perform a portion of the remaining hours agreed to. If hours are shortened due to an emergency, the fee shall be pro-rated for the length of time service was provided. The Sheriff, at his sole discretion shall determine what event, occurrence or circumstances constitute an emergency under the terms of the agreement.

5.6 The assigned Deputy is in no way considered an employee of Agency and shall be directed by operational and personnel policies of County. Salaries and fringe benefits will be provided by County.

5.7 The rendition of law enforcement services, the standards of performance, the discipline of deputy, and other matters incident to the performance of such services and the control of the personnel so employed, shall remain with County. Notwithstanding the foregoing, issues arising from the contracted services and deputy assigned are subject to this Intergovernmental Agreement and the direction of County and Agency representatives.

5.8 For the purpose of this Agreement and the services herein, County shall furnish and supply all necessary labor, supervision, equipment, radio communications facilities, and supplies necessary to maintain the level of services to be rendered.

## **6. COMPLIANCE WITH APPLICABLE LAWS**

The Parties agree that both shall comply with all Federal, State, and Local laws and ordinances applicable to the work to be done under this Agreement. The Parties agree that this Agreement shall be administered and construed under the laws of the State of Oregon.

## **7. NONDISCRIMINATION**

The Parties agree to comply with all applicable requirements of Federal and State civil rights and rehabilitation statutes, rules and regulations in the performance of this Agreement.

## **8. HOLD HARMLESS**

To the extent permitted by Article XI, Section 7 of the Oregon Constitution and by the Oregon Tort Claims Act, each Party agrees to waive, forgive, and acquit any and all claims it may otherwise have against the other and the officers, employees, and agents of the other, for or resulting from damage or loss, provided that this discharge and waiver shall not apply to claims by one Party against any officer, employee, or agent of the other arising from such person's malfeasance in office, willful or wanton neglect of duty, or actions outside the course and scope of his or her official duties.

## 9. INSURANCE

Each party shall insure or self-insure and be independently responsible for the risk of its own liability for claims within the scope of the Oregon Tort Claims Act (ORS 30.260 TO 30.300).

## 10. MERGER CLAUSE

Parties concur and agree that this agreement constitutes the entire agreement between the Parties. No waiver, consent, modification or change to the terms of this agreement shall bind either Party unless in writing and signed by both Parties. There are no understandings, agreements, or representations, oral or written not specified herein regarding this Agreement. Parties, but the signatures below of their authorized representatives, hereby agree to be bound by its terms and conditions.

## 11. NOTICES

Any notice required to be given the Agency or County under this Agreement shall be sufficient if given, in writing, by first class mail or in person as follows:

For Agency:

Mayor Rick Olmsted  
City of Donald  
10710 Main Street NE  
PO Box 388  
Donald, OR 97020  
Ph. 503-678-5543  
mayorolmsted@donaldoregon.gov

For County:

Camille Brignon  
Contract Specialist  
100 High Street NE  
PO Box 14500  
Salem, Or 97309  
Ph. 503-589-3261  
cbrignon@co.marion.or.us

This Agreement and any changes, alterations, modifications, or amendments will be effective when approved in writing by the authorized representative of the Parties hereto as of the effective date set forth herein.

In witness whereof, the parties hereto have caused this agreement to be executed on the date set forth below.

**BOARD OF COMMISSIONERS:**

\_\_\_\_\_  
Chair Date

\_\_\_\_\_  
Commissioner Date

\_\_\_\_\_  
Commissioner Date

Authorized Signature: \_\_\_\_\_  
Sheriff or Undersheriff Date

Authorized Signature: \_\_\_\_\_  
Chief Administrative Officer Date

Reviewed by Signature: \_\_\_\_\_  
Marion County Legal Counsel Date

Reviewed by Signature: \_\_\_\_\_  
Marion County Contracts & Procurement Date

**CITY OF DONALD**

Authorized Signature: AMROTH Date: 9-30-2021

Title: MAYOR

Authorized Signature: Heidi Bell Date: 9/30/2021

Title: City Manager