

RESOLUTION No. 512-20

A RESOLUTION APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF DONALD AND THE CITY OF GERAVIS FOR POLICE SERVICES FOR THE FISCAL YEAR 2020-2021

WHEREAS, the cities of Donald and Gervais, are political subdivision of the State of Oregon and intergovernmental agreements are authorized and provided for by the provisions of Oregon Revised Chapter 190;

WHEREAS, the City of Donald is desirous of contracting with the City of Gervais for police services on the terms and conditions as stated in the attached agreement as Exhibit A;

WHEREAS, the City of Gervais has agreed to render such services on the terms and conditions as stated in the attached agreement, Exhibit A;

WHEREAS, the contract is set for one year with the ability to extend it on an annual basis;

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

WHEREAS, the contract amount is not to exceed \$50,000 for the fiscal year 2020-2021.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section 1. The Donald City Council approves the intergovernmental agreement between the cities of Donald and Gervais 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 for one year.

PASSED and ADOPTED by the City Council of the City of Donald at a Special Session on this 26th day of August 2020 by the vote of 1 ayes and 0 nays.

DATE: August 26, 2020



Brad Oxenford, Mayor

ATTEST by City Manager this 26th day of August, 2020

Heidi Bell Digitally signed by Heidi Bell
Date: 2020.08.31 09:22:35
-07'00'
Heidi Bell, City Manager

THIS PAGE INTENTIONALLY LEFT BLANK

INTERGOVERNMENTAL AGREEMENT

**Between
CITY OF DONALD
and
CITY OF GERVAIS**

1. PARTIES TO AGREEMENT

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

2. PURPOSE/STATEMENT OF WORK

Donald is in need of law enforcement services and Gervais 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 July 1, 2020, through June 30, 2021, unless sooner terminated or extended as provided herein.

3.2 This Agreement may be extended annually by written agreement of the parties.

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 rights, obligations or liabilities of either party that accrued prior to such termination.

4. FUNDING AND BILLING

4.1 For such services provided, Donald agrees to pay Gervais at the rate of \$86 per hour for patrol services, not to exceed \$50,000.00 per year. Billable time will begin upon the time the assigned officer leaves Gervais Police Department, 592 4th Street, Gervais, OR 97026.

4.2 Gervais will submit an invoice for patrol services provided at the close of each month. Gervais shall invoice Donald and Donald shall pay Gervais within thirty (30) days of receipt of the invoice. A log of activities completed by the officer will be provided separately by the Administrative Assistant to the Police Department and billed accordingly. For activities

exempt from public records law, Gervais will provide a separate log identified as “confidential”.

5. OBLIGATIONS UNDER THE TERMS OF THIS AGREEMENT

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

5.2 Gervais and Donald shall jointly determine the dates/hours of patrol. Gervais will not be responsible for providing law enforcement services to Donald under this agreement when an Officer is not on patrol in Donald.

5.3 While on patrol, Officers assigned to this agreement may on occasion respond to calls for service outside the City of Donald and provide back-up for any agency in case of emergency.

5.4 Officers assigned under this agreement will have full power and authority to enforce county ordinances that apply within the City of Donald and state laws, including the authority to arrest persons for violations of those laws and ordinances. Gervais will only enforce City of Donald ordinances with prior authorization from Donald on a case-by-case basis. Traffic and ordinance citations written in the City of Donald will be cited into the appropriate court, and any revenue derived from citations cited into Donald Municipal Court shall be retained by the City of Donald.

5.5 Gervais shall have complete authority to select and assign the Officer under this agreement. Should an emergency arise during the term of the agreement outside the City of Donald, the Officer assigned may be assigned to respond to the emergency. Gervais will not be obligated to provide an additional officer to perform a portion of the remaining hours agreed to. If the amount of time an Officer spends responding to an emergency outside of Donald exceeds 30 minutes, the fee shall be pro-rated to account for the time exceeding 30 minutes in any one emergency. As an example, if an Officer responded to two emergency events outside of Donald in a given month, each of which lasted 45 minutes, the fee for that month to Donald would be reduced by 30 minutes’ worth of time. The Chief of Police, at his sole discretion shall determine what event, occurrence or circumstances constitute an emergency under the terms of the Agreement.

5.6 The assigned officer is in no way considered an employee of Donald and shall be directed by operational and personnel policies of Gervais. Salaries, fringe benefits and all forms of compensation paid to an officer will be provided by Gervais.

5.7 The rendition of law enforcement services, the standards of performance, the discipline of officer, and other matters incident to the performance of such services and the control of the personnel so employed, shall remain with Gervais. Issues arising from the contracted services and officer assigned will be addressed through Donald representatives and Gervais.

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

5.9 At the request of City of Donald, the Chief of Police or designee will attend Donald City Council meetings and provide a monthly report on the Gervais law enforcement activities of the previous month. Time to attend council meetings and prepare monthly reports will be invoiced in accordance with Section 4.2 of this Agreement.

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 procure insurance or self-insure in accordance with ORS 30.282 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, by the signatures below of their authorized representatives, hereby agree to be bound by its term and conditions.

11. NOTICES

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

For Donald:

Heidi Bell, City Manager
City of Donald
10710 Main Street NE
PO Box 388
Donald, OR 97020
Ph. 503-678-5543
manager@donaldoregon.gov

For Gervais:

Susie Marston, City Manager
City of Gervais
592 4th Street
PO Box 329
Gervais, OR 97026
Ph. 503-792-4900
smarston@Gervaisofgervais.com

12. FORCE MAJEURE

A party's failure to perform under this agreement will be excused, and will not be deemed a material breach, if the delay or failure is due to war, insurrection, strikes, walkouts, riots, floods, drought, earthquakes, fires, casualties, disease, acts of God, governmental restrictions imposed or mandated by governmental entities other than the parties, enactment of conflicting state or federal laws or regulations, new or supplementary environmental regulation, litigation or similar bases for excused performance that are not within the reasonable control to the party to be excused.

13. VENUE

The parties designate the Circuit Court for the State of Oregon, Marion County as the exclusive venue for resolving any disputes arising out of or related to this agreement and consent to the personal jurisdiction of that court.

14. SEVERABILITY

If any term or condition of this agreement is found to be illegal or unenforceable, the term or condition should be struck and the remainder of the agreement will remain in full force and effect to the greatest extent possible.

15. INTERPRETATION

This agreement will not be construed for or against any party by reason of the authorship or alleged authorship of any provision. The section headings are for ease of reference only and will not be used in construing or interpreting this agreement.

16. COUNTERPARTS, DIGITAL SIGNATURE AND AUTHORIZATION

Each party may sign a separate copy of this agreement, each of which will be deemed an original and both will constitute one instrument. Each party may execute this agreement electronically or by using a facsimile digital signature in lieu of a wet ink signature. The persons signing this agreement represent they are authorized to do so and that they do not need any additional authorization or approval to bind the party they represent to this agreement.

17. OTHER NECESSARY INSTRUMENTS

The parties agree to execute other instruments and documents as may be reasonably necessary to carry out the purposes of this agreement and permit each party to perform pursuant to its terms.

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURES

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.

CITY OF GERVAIS

Shanti M. Platt
Mayor Shanti M. Platt

08-14-2020
Date

Approved as to form by Signature:

Beery, Elsner & Hammond LLC Date

CITY OF DONALD

Authorized Signature: Heidi Bell Digitally signed by Heidi Bell
Date: 2020.08.31 09:22:54 -0700' Date: 8-31-2020

Title: City Manager

Authorized Signature: _____ Date: _____

Title: _____