

AGREEMENT FOR LAW ENFORCEMENT SERVICES

CITY OF WESTFIR/CITY OF OAKRIDGE

THIS AGREEMENT is made and entered by and between the CITY OF WESTFIR hereinafter called Westfir, a municipal corporation of the State of Oregon, and the CITY OF OAKRIDGE, hereinafter called Oakridge, a municipal corporation of the State of Oregon.

WITNESSETH

WHEREAS, Westfir is desirous of contracting with Oakridge for the performance of the hereinafter described law enforcement functions within the boundaries of Westfir by Oakridge thereof, and;

WHEREAS, Oakridge has agreed to tender such services on the terms and conditions hereinafter set forth; and

WHEREAS, such contracts are authorized and provided for by the provisions of ORS 190.010.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS HEREIN CONTAINED, IT IS MUTUALLY AGREED AS FOLLOWS:

1. **TERM:** The term of this agreement shall be 12 months, commencing July 1, 2020 and terminating June 30, 2021.
2. **COMPENSATION:** Westfir shall pay to Oakridge for such law enforcement services as provided herein as follows:
 - a. Costs for this period:

<u>FISCAL YEAR</u>	<u>AMOUNT</u>	<u>PER QUARTER</u>
July 1, 2020-June 30, 2021	\$36,602.50	\$9150.63

Payment will be retroactive to July 1, 2020.

In the event an incident within Westfir requires extraordinary police services above and beyond the typical investigation and causes the hours to be performed on behalf of Westfir to exceed the normal hours worked, Westfir shall pay for such services at the actual cost for each officer. Prior to any payments being made under this subparagraph, the Police Services Committee as established herein shall review the time involved in the investigation and issue a recommendation to the Councils as to the additional amount of compensation which should be due and owing.

Billing will be done on a quarterly basis. The City of Oakridge will send an invoice requesting payment of \$9150.63 per quarter.

3. **POLICE RESPONSIBILITIES:** Oakridge agrees to provide police services within the corporate limits of Westfir to the extent and in the manner herein set forth encompassing 20 hours of patrol activities per month and emergency response. The police services shall encompass duties and functions of the type coming within the jurisdiction of and customarily rendered by a city police department. Such services shall include enforcement and investigations involved in the field of public safety, criminal law enforcement, or related fields within the legal power of the Oakridge Chief of Police to so provide and shall be provided in conformance with the standards generally accepted within the policing profession. The Oakridge Police shall:
- a. Provide enforcement of Oregon State Statutes regarding criminal offenses and Oregon Vehicle Code Violations.
 - b. Provide enforcement of all other Westfir ordinances which by their nature are generally enforceable by police action on a call basis, responding to Westfir staff or resident complaints of ordinance violations. Westfir is responsible for applicable reports and the court processes for non-criminal related ordinance violations.
 - c. Provide a written report to Westfir on or before the 8th day of each month setting forth the actual number of calls for service and number of citations and arrests for the previous month. Report will include the same information as reported on the police department daily dispatch log. The Chief of Police or his designee shall attend any and all meetings concerning policing issues as requested by Westfir
 - e. Make available for the performance of the duties herein properly supervised officers, certified by the Oregon Department of Public Safety Standards and Training (except as to reserve officer/cadets), and furnish and supply all other necessary labor, supervision, equipment, communications facilities, and supplies to maintain the level of services to be rendered hereunder.
 - f. Respond to calls for service inside of the incorporated limits of Westfir. Response for emergency and urgent calls will be by a Police Officer. Response for any other calls will be determined by officer availability. The Chief of Police will dictate the classification of calls.
4. **PERSONNEL:** The rendition of such service, standards of performance, the discipline of officers, and other matters incident to the performance of such services and control of personnel so employed shall remain solely with the City of Oakridge.

- a. With the exception of police department reserves, all personnel employed in the performance of such services pursuant to this agreement shall be Oakridge employees and all persons employed hereunder shall have City pensions, salary, workers compensation and any status or rights under the provisions of City employment paid for by Oakridge.
 - b. Westfir shall not be called upon to assume any liability for the direct payment of any salaries, wages, or other compensation to any Oakridge personnel performing services hereunder for Westfir or any liability other than that provided for in this agreement. Except as otherwise herein specified, Westfir shall not be liable for compensation or indemnity to any Oakridge employee for any injury, or sickness arising out of his or her employment.
5. **COURT:** It is mutually agreed that all arrests for felony crimes or other misdemeanors will be presented to the District Attorney for Lane County, State of Oregon, for trial in the appropriate court of jurisdiction, and the court of jurisdiction will be entitled to all portions of fines, forfeitures, etc. normally retained by them. All violations of Oregon Vehicle Code and ordinance violations committed within the incorporated limits of Westfir will be cited to appear in the Oakridge Municipal Court, Lane County, Oregon, or such other court as has jurisdictions over the offense cited. All revenue generated and retained by Westfir will be divided equally with the City of Oakridge, to assist in covering additional costs of services.
6. **JOINT COMMITTEE:** A joint Police Service Committee consisting of members from Westfir and Oakridge is hereby created. Members of the committee shall be appointed by the Mayors of the respective cities. The committee shall consist of one city councilor and one city employee from each city. The committee shall meet as needed, as designated by the chairman of the committee for the purpose of discussing various issues concerning police services in Westfir and making recommendations to the respective Councils. Specifically, the committee shall attempt to resolve any disputes between the cities concerning terms of this agreement and the performance thereof and may recommend that the cities enter into mediation or arbitration if the committee is unable to resolve a disputed matter. The type and quality of service shall be reviewed annually by the members of the Police Services Committee.
7. **TERMINATION:** This agreement may be terminated for convenience by either party at any time upon giving three (3) months written notice of their intent to do so. All monies due shall be paid within 10 days of final **termination date**.
8. **HOLD HARMLESS:** The parties hereby covenant and agree to hold and save each other, their officers, agents and other employees, harmless from all claims

whatsoever, including attorney's fees and costs, by reason of any act or omission of each city, its officers, agents, or employees.

9. **BUDGETING:**


Oakridge and Westfir agree to meet annually to renegotiate the amount of compensation for the next year of this agreement. The initial meeting shall take place no later than March 15th, and both parties agree to make every effort to agree upon compensation in a timely manner (by April 30th), in order for the budget process to move forward. Westfir will initiate the first meeting.

10. **MISCELLANEOUS:**

- a. Westfir's Request for Proposals and the Proposal submitted by Oakridge are made a part hereof. Westfir acknowledges that the personnel as set forth in Oakridge's proposal are subject to change at any time without notice. In the event any of the provisions shall be in conflict herewith, the provisions of this agreement shall control.
- b. Any amendments or modification hereto shall be made in writing as approved by respective councils.
- c. Animal Control shall be in a separate contract.
- d. Citations for Ordinance violations may be written by the Westfir City Recorder and delivered by Oakridge Police Chief or his designee.

IN WITNESS WHEREOF, this instrument has been executed in duplicate pursuant to resolutions heretofore duly and legally adopted by each of the parties hereto.

CITY OF OAKRIDGE



Kathy Holston, Mayor Date

CITY OF WESTFIR



Matt Meske, Mayor 8/20/20 Date

ATTEST:



Kevin Martin 8-21-20
Chief of Police Date



City Recorder 8/10/20 Date