

**INTERGOVERNMENTAL AGREEMENT
LAW ENFORCEMENT SERVICES**

CITY OF OAKRIDGE/CITY OF COBURG

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

WITNESSETH

WHEREAS, OAKRIDGE is desirous of contracting with COBURG for the performance of the hereinafter described short-term law enforcement and traffic enforcement functions within the boundaries of OAKRIDGE, and;

WHEREAS, Coburg 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 initial term of this agreement shall be for 5 weeks, commencing June 24, 2022 and terminating July 29th, 2022. Such term may be extended and amended as mutually agreed or terminated in accordance with Section 10 of this agreement.

2. **SCOPE OF WORK:**

Coburg agrees to provide hours mutually agreed upon by the Coburg Police Chief and the Oakridge Police Chief of police traffic and criminal enforcement services within the corporate limits of OAKRIDGE and to the extent and in the manner set forth below. The 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 traffic, public safety, criminal law enforcement, or related fields within the legal power of the Chief of Police to so provide and shall be provided in conformance with the standards generally accepted within the policing profession. The law enforcement services provided by Coburg shall include the

following:

- a. Respond to both Emergency and Routine Law Enforcement calls for service in Oakridge. All other proactive Law Enforcement type work would be at the Coburg Police Departments discretion.
- b. Prepare for prosecution of criminal cases to Lane County Circuit Court and infraction cases to Oakridge Municipal Court including:
 - Assist victims and witnesses at the crime scene
 - Preserve crime scenes;
 - Retain evidence;
 - All original reports shall be maintained by the Coburg police department and made available upon request in accordance with state law;

3. ADMINISTRATION.

The Coburg Chief of Police shall be under the administrative direction of the City Administrator of the City of Coburg and shall exercise all authority vested in that office.

- a. COBURG shall 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. OAKRIDGE shall supply support for Coburg when able including but not limited to a 'Ready Room', emergency vehicle towing and repair, and other miscellaneous support of Coburg officers while within OAKRIDGE city limits or in transit to or from Coburg.
- b. COBURG will make available for the performance of the services set forth 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.

- c. Coburg will provide a written report to OAKRIDGE at the end of the contract term setting forth the actual number of calls for service and number of citations and arrests for extent of the contract. The Chief of Police or his designee shall attend any meetings concerning policing issues as may be necessary and as requested by OAKRIDGE or Coburg.
- d. OAKRIDGE shall supply support for Coburg when able including but not limited to a 'Ready Room', emergency vehicle towing and repair, and other miscellaneous support of Coburg officers while within OAKRIDGE city limits or in transit to or from Coburg.

4. COMPENSATION:

- a. OAKRIDGE shall pay to Coburg an hourly rate of \$73.30 for such law enforcement services.
- b. The Oakridge Police Chief and the Coburg Police Chief will mutually agree upon all hours of service provided at the above rate. Each week the working hours will be agreed upon starting with the first day of the IGA.

5. PERSONNEL: The rendition of services, 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 Coburg.

- a. With the exception of police department, all personnel employed in the performance of services pursuant to this agreement shall be Coburg employees and all persons employed hereunder shall have City pensions, salary, worker's compensation and any status or rights under the provisions of City employment paid for by Coburg.
- b. OAKRIDGE shall not be called upon to assume any liability for the direct payment of any salaries, wages, or other compensation to any Coburg personnel performing services hereunder for OAKRIDGE or any liability other than that provided for in this agreement. Except as otherwise herein specified, OAKRIDGE shall not be liable for compensation or indemnity to any Coburg employee for any injury, or sickness arising out of his or her employment.

6. DISPUTE RESOLUTION: Specifically, the Administrators shall attempt to resolve any disputes between the cities concerning the terms of this agreement and the

performance thereof and may recommend that the cities enter into mediation or arbitration if the Administrators are unable to resolve a dispute matter. The type and quality of service shall be reviewed annually by the respective councils.

7. **TERMINATION:** This agreement may be terminated by either city at any time upon giving 3 days' written notice of their intent to do so. Termination of this agreement may also be made by 24-hour emergency email notice by Coburg to the OAKRIDGE City Administrator, or notice by OAKRIDGE to the Coburg City Administrator in the event of an unforeseen or an urgent or emergency situation. These include, but are not limited to, the necessary allocation of City personnel or equipment elsewhere, a financial exigency, or other pressing City need as determined by the Coburg City Administrator or OAKRIDGE City Administrator.

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. Coburg will provide OAKRIDGE a certificate of insurance indicating the City of Coburg carries an insurance policy providing liability insurance for its Police Department and any contractual arrangements with other agencies.

9. **AMENDED OR EXTENDED:** The agreement may be amended or extended by written agreement of both parties.

10. **MISCELLANEOUS:** Any amendments or modification hereto shall be made in writing as approved by respective councils.

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 COBURG

CITY OF OAKRIDGE

 6/28/2022

Anne Heath,
City Administrator

Date

Anne.Heath@ci.coburg.or.us

Kevin Martin

Date

Pro-Tem City Administrator

kevinmartin@ci.oakridge.or.us