

AGREEMENT FOR LAW ENFORCEMENT SERVICES FY 23-24

CITY OF WESTFIR / CITY OF OAKRIDGE

THIS AGREEMENT is made and entered by and between the CITY OF WESTFIR hereinafter "Westfir," a municipal corporation of the State of Oregon, and the CITY OF OAKRIDGE, hereinafter "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 intergovernmental agreement contracts ("IGA's") are authorized and provided for under 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, 2023** and terminating **June 30, 2024 (fiscal year 2023-2024)**.
2. **COMPENSATION:** Westfir shall pay to Oakridge for such law enforcement services as provided herein as follows:

<u>FISCAL YEAR</u>	<u>AMOUNT*</u>	<u>PER QUARTER</u>
2023-2024	\$60,000.00	\$15,000.00

*The "Amount" above *includes* the cost of the Motorola/Ally software license fee that was charged *separately* in the FY 22-23 IGA Contract. Billing will be done on a quarterly basis. The City of Oakridge will send an invoice for payment of \$15,000 per quarter.

In the event a Westfir-based incident/case requires extraordinary police services above and beyond a typical investigation, Westfir shall pay for such services at a cost of **\$62.68/hour** (the average loaded hourly rate for Oakridge police officers). Prior to any payments being made under this subparagraph, the Oakridge Police Chief, the Oakridge City Administrator, and the Westfir Mayor, must all be in agreement that the incident/case required such additional time as to be considered "extraordinary," and both the Westfir and Oakridge City Councils must approve the additional costs.

3. **POLICE RESPONSIBILITIES:** Oakridge agrees to provide **24/7** police service and emergency response within the city limits of Westfir to the extent and in the manner herein set forth. The police services shall encompass duties and functions of the type within the jurisdiction of and customarily rendered by a city police department. Such services shall include patrol, 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. Serve citations drafted by Westfir city staff upon request and as soon as possible, based on workload and call volume. Westfir city staff is responsible for drafting all applicable reports, citations, and the court processes for all *non*-criminal Westfir Ordinance violations. Oakridge Police may also issue Westfir citations at their discretion.
- c. Provide a written report to Westfir **with each quarterly invoice**, accounting for the actual number of Westfir calls for service, citations, and arrests, for each previous quarter.
- d. The Chief of Police or designee shall attend all Westfir City Council meetings concerning policing issues, if and when requested by the Westfir Mayor.
- 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 *emergent* service (serious crimes in-progress, as determined by the Chief of Police or other supervisor) inside the incorporated city limits of Westfir, at any time, day or night (24/7).
- g. Respond to calls for *non-emergent* service (crimes *not* in progress or determined to be non-serious by the Chief of Police or other supervisor) inside the incorporated city limits of Westfir, only when an Oakridge Officer is already on-duty and available, and at the discretion of the Chief of Police or other supervisor.

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. Personnel may change at any time.

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 the City of 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. **COURTS:** It is mutually agreed that all felony crimes 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. Misdemeanors may be presented in Oakridge Municipal Court or the appropriate State Court. All violations of Oregon Vehicle Code, Westfir Ordinance violations, and Misdemeanors tried as 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 jurisdiction over the offense cited. All revenue generated by Westfir citations and Municipal Court cases will be divided equally (50/50) between the two cities, to assist in covering court costs and services. All charging decisions are at the discretion of the Oakridge Police Chief (or his designee), and/or the Lane County District Attorney's Office.

6. **TERMINATION:** This agreement may be terminated by either party for any reason at any time, upon giving **three (3) months** written notice of their intent to do so. All prorated monies due shall be paid within **10 days** of the final termination date.

7. **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.

8. **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

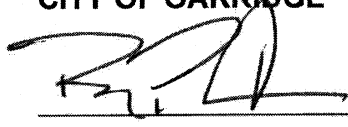
agree upon compensation in a timely manner (by April 30th), in order accommodate the cities' budget process. Westfir will initiate the first meeting.

9. **MISCELLANEOUS:**

- a. In the event any provisions of any previous agreements or contracts between the parties are in conflict with the provisions of this agreement, the provisions of this agreement shall control.
- b. Any amendments or modification hereto shall be made in writing and must be approved by both City Councils.
- c. Animal Control services are *not* included in this contract.
- d. Citations for Westfir Ordinance violations may be written by Westfir City employees and then served to the Defendant/Respondent by the Oakridge Police.
- e. The terms of this agreement/contract must be approved by both the Westfir and Oakridge City Councils prior to signed ratification by both Mayors.

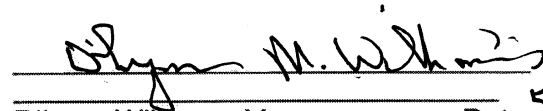
IN WITNESS WHEREOF, this instrument has been executed *in duplicate* and legally approved and adopted by each of the parties hereto.

CITY OF OAKRIDGE



Bryan Cutchen, Mayor Date 4/20/2023

CITY OF WESTFIR



D'Lynn Williams, Mayor Date 5/1/23

ATTEST:



Kevin Martin, Police Chief Date 4-20-23



Nicole Tritten, City Recorder Date 5-2-23