

RESOLUTION NO. 08/09-08
CITY OF DAYTON, OREGON

Title: *A Resolution Approving an Intergovernmental Agreement between the Yamhill County Sheriff's Office and the City of Dayton for Police Services for FY 2008/09 and FY 2009/10.*

WHEREAS, the City of Dayton currently has no police department; and

WHEREAS, the Yamhill County Sheriff can provide such services under contract;
and

WHEREAS, the City of Dayton has contracted for such services for the past 2 years and wishes to continue these services for an additional two (2) years;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of Dayton, Oregon:

- 1) **THAT** the Mayor is authorized to execute the 2008-10 Intergovernmental Agreement for Police Services (attached hereto as Exhibit A and by this reference made a part hereof), on behalf of the City, which will be bound by its terms;
- 2) **THAT** this resolution shall be retroactive to July 1, 2008.

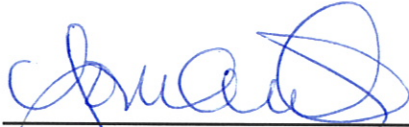
ADOPTED this 7th day of July, 2008.

In Favor _____ **Dickson, Evers, Hensley, White** _____

Opposed _____ **None** _____

Absent _____ **Blackburn, Hutchins, Webb** _____

Abstained _____

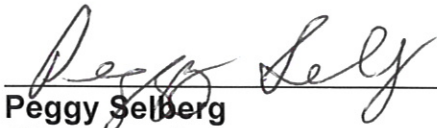


Jolie White, Mayor

7/8/2008

Date of Signing

ATTESTED BY:



Peggy Selberg
City Recorder

7/7/08

Date of Enactment

Attachment - Exhibit A

WKS4\RESOLUTIONS\08-09\R0809.08.ADOPTED

AGREEMENT FOR POLICE SERVICES
(City of Dayton - 2008-10)

THIS AGREEMENT is made the last dates set forth adjacent to the signatures of the parties to be effective July 1, 2008 by and between Yamhill County, Oregon, a political subdivision of the state of Oregon ("County") and the City of Dayton, a municipal corporation of the State of Oregon ("City").

RECITALS:

- A. ORS 190.010 and 206.345 allow cities to contract with county sheriffs and governing bodies for the provision of county police services to incorporated cities.
- B. City desires to continue to contract with County for the Yamhill County Sheriff's Office to provide police services within the City. County is agreeable to providing police services on the terms and conditions set forth in this agreement from July 1, 2008 through June 30, 2010.
- NOW, THEREFORE,

AGREEMENT:

Section 1. Scope of Services. County agrees to provide police protection within the corporate limits of City to the extent and in the manner described in this section. The police services shall encompass duties and enforcement functions of those normally undertaken by the Yamhill County Sheriff's Office under the statutes of the State of Oregon. Such services shall include public safety, criminal law enforcement, issuing of citations based on City ordinances, traffic enforcement, preparation of police reports and/or attendance at council meetings, and related services which are within the legal power of the sheriff to provide.

Section 2. Management by County. Subject to applicable bargaining agreements and law, the rendition of such service, standards of performance, discipline of officers, personnel issues and other matters incident to the performance of such services shall be subject to the control of County. However, if City is unhappy with any such items, resolution shall occur through a joint meeting of a representative of the sheriff's office and the Dayton City Manager. In addition, management of the deputies by the County will be subject to the following:

- a. **County to provide monthly schedule.** Deputies assigned to the City shall maintain schedules on a monthly basis which will set forth the time deputies spend within the City of Sheridan.
- b. **Scheduling Officers.** City shall recommend the schedule to extent feasible. County agrees to exercise its best efforts to accommodate City's desired schedule for deputies assigned to provide police services under this agreement, but retains ultimate authority to schedule.
- c. **Areas of assignment.** County agrees to exercise its best efforts to accommodate City's desired target areas for police services under this agreement. City will communicate

desired target areas to County's supervisor. The supervisor will use all reasonable efforts to fulfill the City's request.

d. **Deputies shall do paperwork in the City.** Deputies assigned to the City will use every reasonable effort to perform report-writing and other office based functions of law enforcement in the City to maximize the number of hours which the assigned deputies remain within the City.

Section 3. County furnishes labor & materials; City furnishes office space. For the purpose of performing these functions, County and City shall provide the following:

a. **County's requirements.** County shall furnish and supply all labor, supervision, equipment, communication facilities and supplies necessary to provide the services described in Section 1, including any necessary secretarial or record keeping services.

b. **City's requirements.** City shall provide sufficient office space within city limits for County personnel to perform services under this agreement. City shall provide and pay for utilities costs except that County shall provide and pay for its own telecommunications and telephone utilities.

Section 4. Personnel Commitments.

a. **FT equivalents assigned to City.** County shall provide 1 patrol deputy FTE equivalent position certified by DPSST to perform the services described in Section 1.

b. **FT equivalent defined.** As used in this section, an "FT equivalent position" constitutes about 2,080 hours per year, less time used for the following purposes: leaves authorized by the collective bargaining agreement or state or federal law, court time, training time related to maintenance or enhancement of proficiency, and any other function directly related to job performance as an employee of County.

c. **Extra personnel to City; temporary absence from City.** When available, County shall provide at no cost extra patrol for City if necessary in case of emergency need for backup. Officers on City patrol will not be sent out of City to surrounding calls unless it is necessary for the officers to provide backup or make a first response to an emergency. When response to a surrounding call is made, the officer will return to the City as soon as a rural patrol deputy or other law enforcement officer has relieved the officer.

d. **City representatives authorized to request emergency patrols.** The City Manager is authorized to request special or emergency patrols or response by the sheriff, and the sheriff will abide by the request if adequate personnel, in the sheriff's sole determination, are available; provided, however that City shall reimburse County at county's cost for personnel time spent on special or emergency patrols or responses requested and provided under this paragraph.

Section 5. Personnel employed by County. All persons employed in the performance of this agreement shall be County employees. County acts as an independent contractor under this agreement. City shall not be called upon to assume any liability for the direct payment of any salaries, wages, or other compensation to any County personnel performing services herein for City. Except as otherwise specified herein, City shall not be liable for compensation or indemnity to any County employee for any injury or sickness arising out of the employee's employment with County. Yamhill County shall comply with ORS 656.017, which requires it to provide workers' compensation coverage for its subject workers.

Section 6. City's reciprocal indemnification. County, its officers and employees, shall not be deemed to have assumed any liability for acts of City, or of any officer, employee or agent thereof, and City hereby covenants and agrees to hold and save County and all of its officers, agents, and employees harmless from all claims whatsoever that might arise against County, its officers, agents, or employees, by reason of any act of City, its officers, agents, and employees.

Section 7. County's reciprocal indemnification. City, its officers and employees, shall not be deemed to have assumed any liability for acts of County, or of any officer, employee or agent thereof, and County hereby covenants and agrees to hold and save City and all of its officers, agents, and employees harmless from all claims whatsoever that might arise against City, its officers, agents or employees, by reason of any act of County, its officers, agents, and employees.

Section 8. Term and Termination of Agreement.

a. **Term.** Unless terminated in accordance with subsections (b) or (c), the term of this agreement is from July 1, 2008 through June 30, 2010.

b. **Termination for any reason.** Either party may terminate this agreement on 180 days written notice to the other party. Termination shall not excuse liabilities incurred prior to the termination date.

c. **Termination on failure to renegotiate, if required.** County may terminate this agreement on 45 days written notice to City if the parties are unable to resolve a dispute under Section 9(c). Termination shall not excuse liabilities incurred prior to the termination date.

Section 9. Compensation by City.

a. **2008-09.** City will pay to County for performance of the duties identified in Section 1 the sum of \$97,765.48 for fiscal year July 1, 2008 through June 30, 2009 in monthly installments of \$8,147.12 due by the 15th of each month beginning July, 2008. The methodology used to establish the rate for 2008-09 is set forth in Exhibit "A."

b. **2009-10.** Subject to subsection (c) of this section, City will pay to County for performance of the duties identified in Section 1 the sum of \$101,383.03 for fiscal year July 1, 2009 through June 30, 2010 in monthly installments of \$8,448.59 due by the 15th of each month

beginning July, 2009. The methodology used to establish the rate for 2009-10 is set forth in Exhibit "B."

c. In the event County's actual personnel costs to furnish a deputy are greater than those reflected in Exhibit "B" for the 2009-10 fiscal year, County and City will meet to attempt to renegotiate compensation under this section between April 1, 2009 and May 15, 2009. The maximum rate for fiscal year 2009-10 will not exceed \$111,521.33, a sum 10% greater than the 2008-09 rate. If the parties are unable to reach agreement on compensation after two meetings, County may exercise its termination rights under Section 8(c).

Section 10. Transfer of ordinance enforcement authority. Upon execution of this contract and during its effective term, the police authority of the City of Dayton for enforcing City ordinances is transferred to the Yamhill County Sheriff's Office. For the limited purpose of compliance with applicable city charters, the City of Dayton upon execution of this agreement hereby designates the Yamhill County Sheriff as the Chief of Police of said City.

DONE the dates set forth adjacent to the signatures below.

CITY OF DAYTON, OREGON

YAMHILL COUNTY, OREGON

Mayor
Date: _____

JACK CRABTREE, Sheriff
Date: _____

ATTEST:

SUE HOLLIS, City Manager

MARY P. STERN, Chair
Board of Commissioners
Date: _____

APPROVED AS TO FORM:

By: _____
JOHN M. GRAY, JR.
Yamhill County Counsel

