

RESOLUTION No. 15/16-15
City of Dayton, Oregon

TITLE: *A Resolution Approving an Intergovernmental Agreement between Yamhill County and the City of Dayton for Police Services for FY 2016/17.*

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

WHEREAS, the Yamhill County Sheriff's Office can provide for such services under contract; and

WHEREAS, the City of Dayton has contracted for such services for the past nine years and wishes to continue these services for an additional year;

The City of Dayton resolves as follows:

- 1) **THAT** the Mayor and City Manager are authorized to execute the 2016-17 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** beginning July 1, 2016, this agreement supersedes and replaces the Agreement for Police Services between the parties adopted by Resolution No. 14/15-15 for the period July 1, 2015 – June 30, 2016; and
- 3) **THAT** this resolution shall become effective immediately upon adoption.

ADOPTED this 6th day of June 2016.

In Favor: **Bixler, Collins, Frank, Marquez, Taylor, Wytoski**

Opposed: **None**

Absent: **Price**

Abstained: **None**



Elizabeth Wytoski, Mayor



Date Signed

ATTEST:



Rochelle Roaden
City Recorder



Date of Enactment

**AGREEMENT FOR POLICE SERVICES
(City of Dayton 2016-2017)**

THIS AGREEMENT is made the last dates set forth adjacent to the signatures of the parties to be effective July 1, 2016 by and between **Yamhill County**, Oregon, a political subdivision of the state of Oregon ("the County") and the **City of Dayton**, a municipal corporation of the State of Oregon ("the 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, 2016 through June 30, 2017.
- C. This agreement supersedes and replaces the prior police services agreement between the parties that expires June 30, 2016. NOW, THEREFORE,

AGREEMENT

In exchange for the mutual promises and obligations as set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Section 1. Scope of Services. The County agrees to provide police protection within the corporate limits of the 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 authority 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 the County. However, if the City is unhappy with any such items, the parties will attempt to resolve the dispute through a joint meeting of a representative of the Sheriff's Office and the City Manager. In addition, management of 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.

b. **Scheduling of Deputies.** The City shall recommend the schedule to extent feasible. The County agrees to exercise its best efforts to accommodate the City's desired schedule for deputies assigned to provide police services under this agreement, but retains ultimate authority to schedule.

c. **Areas of Assignment.** The County agrees to exercise its best efforts to accommodate the City's desired target areas for police services under this agreement. The 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.** The County and 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.

e. **Daily Reporting to City Manager.** Personnel assigned by the Sheriff to work under this agreement will report their activities and hours worked to the City Manager via email on a daily basis in the form of a Daily Report.

Section 3. County Furnishes Labor and Materials; City Furnishes Office Space. For the purpose of performing these functions, County and City shall provide the following:

a. **County's Requirements.** The 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.** The City shall provide sufficient office space within the City limits for County personnel to perform services under this agreement. The City shall provide and pay for utilities costs, except that the County shall provide and pay for its own telecommunications needs.

Section 4. Personnel Commitments.

a. **FT Equivalent (FTE) Assigned to the City.** The County shall provide 1 patrol deputy full time equivalent position certified by DPSST to perform the services described in Section 1. After consultation with the City Manager, the County may assign either one deputy working full time or two deputies working half time to fill the 1 patrol deputy FTE.

b. **FT equivalent (FTE) defined.** As used in this section, an FTE means a full time equivalent position. One FTE constitutes approximately 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 the County.

c. **Extra Personnel to the City; Temporary Absence from the City.** When

available, the County shall provide, at no cost, extra patrol for the City if emergency backup or coverage is needed. Deputies on assigned to the City will not be sent out of the City to surrounding calls unless it is necessary for the deputies to provide backup or make a first response to an emergency. When response to a surrounding call is made, the deputy will return to the City as soon as a rural patrol deputy or other law enforcement official has relieved the deputy.

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 the City shall reimburse the County at the 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 the County. All persons employed in the performance of this agreement shall be Yamhill County employees. The County acts as an independent contractor under this agreement. The 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 the City. Except as otherwise specified herein, the 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 the County. The County shall comply with ORS 656.017, which requires it to provide workers compensation coverage for its subject workers.

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

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

Section 8. Term and Termination of Agreement.

a. **Term.** Unless terminated in accordance with subsection (b), the term of this agreement is from July 1, 2016 through June 30, 2017.

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.

Section 9. Compensation by City. City will pay to County for performance of the duties identified in Section 1 the sum of \$127,527.17 for fiscal year July 1, 2016 through June 30, 2017 in monthly installments of \$10,627.26 due by the 15th of each month beginning July, 2016.


Section 10. Transfer of Ordinance Enforcement Authority. Upon execution of this agreement and during its effective term, the police authority of the City 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 upon execution of this agreement hereby designates the Yamhill County Sheriff as the Chief of Police of said City.

Section 11. Termination of prior agreement. Beginning July 1, 2016, this agreement supersedes and replaces the police services agreements previously adopted between the parties.

DONE the dates set forth adjacent to the signatures below.

CITY OF DAYTON, OREGON

YAMHILL COUNTY, OREGON



ELIZABETH WYDOSKI, Mayor
Date: 6/9/16


TIM SVENSON, Sheriff
Date: 6/10/16


ATTEST:


Mary Starrett, Chair
Board of Commissioners
Date: 6/23/16

ATTEST:


SCOTT PINGEL, City Manager
Date: 6-10-16

APPROVED AS TO FORM:

By: 
CHRISTIAN BOENISCH
County Counsel
Date: 6/23/16

Accepted by Yamhill County
Board of Commissioners on
6-23-16 by Board Order
16-250

**AGREEMENT FOR POLICE SERVICES
(City of Dayton 2016-2017)**

THIS AGREEMENT is made the last dates set forth adjacent to the signatures of the parties to be effective July 1, 2016 by and between **Yamhill County**, Oregon, a political subdivision of the state of Oregon ("the County") and the **City of Dayton**, a municipal corporation of the State of Oregon ("the 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, 2016 through June 30, 2017.
- C. This agreement supersedes and replaces the prior police services agreement between the parties that expires June 30, 2016. NOW, THEREFORE,

AGREEMENT

In exchange for the mutual promises and obligations as set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Section 1. Scope of Services. The County agrees to provide police protection within the corporate limits of the 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 authority 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 the County. However, if the City is unhappy with any such items, the parties will attempt to resolve the dispute through a joint meeting of a representative of the Sheriff's Office and the City Manager. In addition, management of 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.

b. **Scheduling of Deputies.** The City shall recommend the schedule to extent feasible. The County agrees to exercise its best efforts to accommodate the City's desired schedule for deputies assigned to provide police services under this agreement, but retains ultimate authority to schedule.

c. **Areas of Assignment.** The County agrees to exercise its best efforts to accommodate the City's desired target areas for police services under this agreement. The 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.** The County and 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.

e. **Daily Reporting to City Manager.** Personnel assigned by the Sheriff to work under this agreement will report their activities and hours worked to the City Manager via email on a daily basis in the form of a Daily Report.

Section 3. County Furnishes Labor and Materials; City Furnishes Office Space. For the purpose of performing these functions, County and City shall provide the following:

a. **County's Requirements.** The 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.** The City shall provide sufficient office space within the City limits for County personnel to perform services under this agreement. The City shall provide and pay for utilities costs, except that the County shall provide and pay for its own telecommunications needs.

Section 4. Personnel Commitments.

a. **FT Equivalent (FTE) Assigned to the City.** The County shall provide 1 patrol deputy full time equivalent position certified by DPSST to perform the services described in Section 1. After consultation with the City Manager, the County may assign either one deputy working full time or two deputies working half time to fill the 1 patrol deputy FTE.

b. **FT equivalent (FTE) defined.** As used in this section, an FTE means a full time equivalent position. One FTE constitutes approximately 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 the County.

c. **Extra Personnel to the City; Temporary Absence from the City.** When

available, the County shall provide, at no cost, extra patrol for the City if emergency backup or coverage is needed. Deputies on assigned to the City will not be sent out of the City to surrounding calls unless it is necessary for the deputies to provide backup or make a first response to an emergency. When response to a surrounding call is made, the deputy will return to the City as soon as a rural patrol deputy or other law enforcement official has relieved the deputy.

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 the City shall reimburse the County at the 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 the County. All persons employed in the performance of this agreement shall be Yamhill County employees. The County acts as an independent contractor under this agreement. The 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 the City. Except as otherwise specified herein, the 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 the County. The County shall comply with ORS 656.017, which requires it to provide workers compensation coverage for its subject workers.

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

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

Section 8. Term and Termination of Agreement.

a. **Term.** Unless terminated in accordance with subsection (b), the term of this agreement is from July 1, 2016 through June 30, 2017.

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.

Section 9. Compensation by City. City will pay to County for performance of the duties identified in Section 1 the sum of \$127,527.17 for fiscal year July 1, 2016 through June 30, 2017 in monthly installments of \$10,627.26 due by the 15th of each month beginning July, 2016.


Section 10. Transfer of Ordinance Enforcement Authority. Upon execution of this agreement and during its effective term, the police authority of the City 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 upon execution of this agreement hereby designates the Yamhill County Sheriff as the Chief of Police of said City.


Section 11. Termination of prior agreement. Beginning July 1, 2016, this agreement supersedes and replaces the police services agreements previously adopted between the parties.

DONE the dates set forth adjacent to the signatures below.

CITY OF DAYTON, OREGON

YAMHILL COUNTY, OREGON



ELIZABETH WYTOSKI, Mayor
Date: 6/9/16


TIM SVENSON, Sheriff
Date: 6/10/16


ATTEST:


Mary Starrett, Chair
Board of Commissioners
Date: 6/23/16

ATTEST:


SCOTT PINGEL, City Manager
Date: 6-10-16

APPROVED AS TO FORM:

By: 
CHRISTIAN BOENISCH
County Counsel
Date: 6/23/16

Accepted by Yamhill County
Board of Commissioners on
6-23-16 by Board Order
16-250