

AGREEMENT FOR LAW ENFORCEMENT SERVICES

CITY OF LOWELL/CITY OF OAKRIDGE

THIS AGREEMENT is made and entered by and between the CITY OF LOWELL hereinafter called Lowell, 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, Lowell is desirous of contracting with Oakridge for the performance of the hereinafter described law enforcement functions within the boundaries of Lowell 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, 2019 and terminating June 30, 2020.
2. **COMPENSATION:** Lowell shall pay to Oakridge for such law enforcement services as provided herein as follows:
 - a. Costs for this period. Payments shall be made in equal installments.

<u>FISCAL YEAR</u>	<u>AMOUNT</u>	<u>HOURS</u>	<u>HOURLY RATE</u>
July 1, 2019 - June 30, 2020	\$28,123.20	480	\$58.59

- b. In the event an incident within Lowell requires extraordinary police services above and beyond the typical investigation and causes the hours to be performed on behalf of Lowell to exceed the 40-hour month average, Lowell shall pay for such services at the established hourly rate listed above. Prior to any payments being made under this subparagraph, the City Administrator shall review the time involved in the investigation and jointly agree on the additional amount of compensation which should be due.
 - c. Additional hours may be requested by Lowell to cover special events or patrols. Such requests shall be made in writing to Oakridge no less than 30 days prior to the event or patrol. Oakridge shall make reasonable accommodations to cover these additional hours. Unless prior arrangements are made and agreed to by both parties in writing, Lowell shall pay for such services at the hourly rate listed above.

3. **POLICE RESPONSIBILITIES:** Oakridge agrees to provide police protection within the corporate limits of Lowell to the extent and in the manner herein set forth. 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 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 State Statutes and Lowell Ordinances regarding criminal offenses and Oregon Vehicle Code Violations.
 - b. Provide enforcement of all other Lowell ordinances which by their nature are generally enforceable by police action on a call basis, responding to Lowell staff or resident complaints of ordinance violations, but generally no ordinance enforcement by random patrol.
 - c. Provide a 10-hour weekly patrol (average 40 hours per calendar month) of Lowell in marked police vehicles, with at least one patrol more than 4 hours. Travel time shall be charged at a rate of 30 minutes total per roundtrip to Lowell. Administrative hours will be included in the 40 total hours to include investigative reports and other administrative duties as needed.
 - d. Patrol schedule shall be provided a minimum of two-weeks in advance to the Lowell City Administrator to allow time for planning traffic control, crime prevention and code enforcement activities.
 - e. Provide a written report to Lowell 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. The Chief of Police or his designee shall attend any and all meetings concerning policing issues as requested by Lowell. Example of report is included as Attachment 1.
 - f. 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.
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. Lowell 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 Lowell or any liability other than that provided for in this agreement. Except as otherwise herein specified, Lowell 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, except those cited under Lowell Ordinance 273 which may be cited into the Lowell Municipal Court, 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 Lowell will be cited to appear in the Lowell Municipal Court, Lane County, Oregon, or such other court as has jurisdictions over the offense cited. Oakridge will provide a bailiff for the Lowell Municipal Court who shall be present whenever the Court is in session. An Officer schedule to testify at Court may serve as Bailiff. Bailiff time will be accounted for separately from patrol time and will be paid for at the established rate from Court revenues. A minimum of one hour will be charged for each Court session. Required Court appearances by Officers, above and beyond Bailiff duty will also be accounted for separately and paid from Court receipts. All net revenue generated and retained by the Lowell Municipal Court will be divided equally with the City of Oakridge, to assist in covering additional costs of services. Lowell will segregate funds received and record them into a liability account. Court Revenue will be accounted for as follows on a quarterly basis:
 - a. From Gross Receipts, all Statutory Assessments, including the Court Administration Surcharge will be deducted and paid from the liability account.
 - b. From Gross Receipts, direct Court costs for the Judge and any other required personnel services, including but not limited to City Attorney and Interpreter, if required, plus 10% Court Administrative Costs in addition to previous year Court Administration Surcharge and will be deducted for payment to the City of Lowell.
 - i. From Gross Receipts, Bailiff costs and additional costs for Officers to appear in Court, will be deducted for payment to the City of Oakridge.
 - ii. The remaining net revenue will be divided equally between Lowell and Oakridge.
 - iii. Within 30 days of the end of each fiscal year quarter, ~~a check will be written from the Trust and Agency Account to the City of Lowell~~ for costs identified in b above plus Lowell's share of net receipts will be deducted from the liability account and paid to the City of Lowell.
 - iv. Within 30 days of the end of each fiscal year quarter, a check will be written ~~from the Trust and Agency Account~~ to the City of Oakridge for costs identified in c above plus Oakridge's share of net receipts.
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 two (2) months written notice of their intent to do so. Further, if the City of Lowell receives a UHP COPS Grant the contract will be adjusted as needed.
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. Oakridge will provide Lowell a certificate of insurance indicating the City of Oakridge carries an insurance policy providing liability insurance for its Police Department and any contractual arrangements with other agencies.
9. **MISCELLANEOUS:**
- a. 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 OAKRIDGE

CITY OF LOWELL

Kathy Holston, Mayor Date

Don Bennett, Mayor Date

ATTEST:

Kevin Martin Date
Chief of Police

Jared Cobb Date
City Administrator