

AGREEMENT FOR POLICE SERVICES (City of Amity 2018-2020)

THIS AGREEMENT is made effective December 1, 2018 by and between **Yamhill County**, Oregon, a political subdivision of the state of Oregon ("the County") and the **City of Amity**, 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. The City desires to establish a contract with the County for the Yamhill County Sheriff's Office to provide police services and desires to have a number of personnel under this agreement equivalent to fulltime equivalents (FTE). The County is agreeable to providing police services on the terms and conditions set forth in this agreement from **December 1, 2018** through **June 30, 2020**. It is now appropriate to establish the parties agreement for police services.
- C. WHEREAS, the parties agree that ORS 236.605-640 is applicable with respect to the police officers currently employed by City; and 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 that 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 representative designated by the City Council. In addition, management of the deputies by the County will be subject to the following:

- a. **The 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 determine 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.

- 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.
- d. **Deputies shall do paperwork in the City.** The County and the 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 and Materials. For the purpose of performing these functions, the County shall furnish and supply all labor, supervision, vehicles, equipment, communication facilities, and supplies necessary to provide the services described in Section 1.

Section 4. Personnel Commitments.

- a. **FTE Equivalents Assigned to the City.** The County shall provide **2.0 FTE** equivalent patrol deputy positions. All County personnel assigned to provide services under this agreement will be certified by DPSST to perform the services described in Section 1.
- b. **FTE Equivalent Defined.** As used in this section, an FTE equivalent position 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 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.

Section 5. Personnel Employed by the County. All persons employed in the performance of this agreement shall be County employees. 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 the County 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, subject to the limits of the Oregon Tort Claims Act and the Oregon Constitution, 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, subject to the limits of the Oregon Tort Claims Act and the Oregon Constitution, 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 December 1, 2018 through June 30, 2020.
- b. **Termination.** Either party may terminate this agreement on 90 days written notice to the other party. Termination shall not excuse liabilities incurred prior to the termination date.

Section 9. Compensation by City.

- a. **For the period December 1, 2018 to June 30, 2019**, the City will pay to the County for performance of the duties identified in Section 1 the sum of **\$136,717.21**, at a monthly rate of **\$19,531.03**, due by the 15th day of the month in which services were provided.
- b. **For the period July 1, 2019 to June 30, 2020**, the City will pay to the County for performance of the duties identified in Section 1 either (i) **the sums equivalent to the costs listed in Section 9.a. above, plus 7%** or (ii) **the cost of 2.0 Step 3 deputies as reflected in the new Sheriff's Office collective bargaining agreement for 2019-2022, whichever is less.** These amounts are due by the 15th day of the month in which services were provided. The County shall exercise its best efforts to notify the City in writing of any proposed rate adjustment for the subsequent fiscal year no later than April 30, 2020.

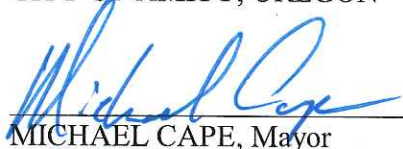
Section 10. Transfer of Ordinance Enforcement Authority. Upon execution of this agreement and during its effective term, the police authority of the City for enforcing City ordinances is transferred to Yamhill County Sheriff's Office. For the limited purpose of compliance with applicable City charters,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

Section 11. Incorporation. The introductory paragraph and recitals appearing at the beginning of this Agreement are hereby incorporated into and made a part of this Agreement as if fully set forth herein.

(Signature page follows)

DONE the dates set forth adjacent to the signatures below.

CITY OF AMITY, OREGON



MICHAEL CAPE, Mayor

Date: Nov. 7, 2018

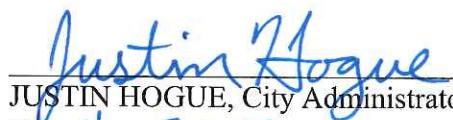
YAMHILL COUNTY, OREGON



TIM SVENSON, Sheriff

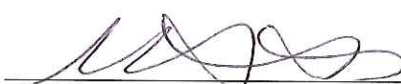
Date: 11/09/18

ATTEST:



JUSTIN HOGUE, City Administrator

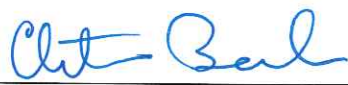
Date: Nov. 8, 2018



MARY STARRETT, Chair
Board of Commissioners

Date: 11/29/18

APPROVED AS TO FORM:

By: 

CHRISTIAN BOENISCH
County Counsel

Date: 12/3/18

Accepted by Yamhill County
Board of Commissioners on
11/29/18 by Board Order
18-429

B.O. 18-429
Exhibit "A"

Created on 11/7/2018