

## RESOLUTION No. 2016-3313

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**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE CITY OF NEWBERG AND MARION COUNTY  
AUTHORIZING NEWBERG-DUNDEE POLICE DEPARTMENT RESERVE  
OFFICERS TO ASSIST WITH POLICE SERVICES DURING THE 2016 ST.  
PAUL RODEO AND RELATED EVENTS**

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### RECITALS:

1. The Marion County Sheriff's Office is the law enforcement agency charged with providing adequate law enforcement services for the St. Paul Rodeo.
2. The Marion County Sheriff's Office recognizes the extra burden this event puts on their law enforcement resources. To meet that burden, Marion County has requested outside assistance from varying law enforcement agencies' reserve officers
3. Reserve Police Officers of the Newberg-Dundee Police Department are among those of the several surrounding agencies to have been requested to assist.
4. Marion County has agreed to pay reserve officers at a rate of \$30 per hour.

### THE CITY OF NEWBERG RESOLVES AS FOLLOWS:

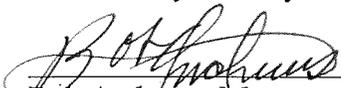
1. The City Council, acting as contract review board for the city, does hereby accept the terms as substantially set out in the attached exhibit and conditions of the Intergovernmental Agreement between the City of Newberg and Marion County,
2. The City Council does hereby authorize the City Manager to enter into this Intergovernmental Agreement with Marion County.

➤ **EFFECTIVE DATE** of this resolution is the day after the adoption date, which is: June 21, 2016.

**ADOPTED** by the City Council of the City of Newberg, Oregon, this 20<sup>th</sup> day of June, 2016.

  
Sue Ryan, City Recorder

**ATTEST** by the Mayor this 23<sup>rd</sup> day of June, 2016.

  
Bob Andrews, Mayor

Approval by City Attorney as to Form  
and Content

  
Truman Stone, City Attorney

INTERGOVERNMENTAL AGREEMENT

Between

MARION COUNTY

and

CITY OF NEWBERG

1. PARTIES TO AGREEMENT

This Agreement between the City of Newberg and the Newberg/Dundee Police Department, hereafter called Agency, and Marion County, a political subdivision of the state of Oregon, hereafter called County, is made pursuant to ORS 190.010 (Cooperative Agreements).

2. PURPOSE/STATEMENT OF WORK

The purpose of this Agreement is to establish the terms and conditions under which the Agency will provide law enforcement services for the St. Paul Rodeo. These services are further described in Section 5.

3. TERM AND TERMINATION

3.1 This Agreement shall be effective for the period of June 30, 2016 through July 5, 2016 unless sooner terminated or extended as provided herein.

3.2 This Agreement may be extended for an additional period of one year by agreement of the parties. Any modifications in the terms of such amendment shall be in writing.

3.3 This agreement may be terminated by mutual consent of both parties at any time or by either party upon 30 days' notice in writing, and delivered by mail or in person. Any such termination of this agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

3.4 County may terminate this agreement effective upon delivery of written notice to Agency or at such later date as may be established under any of the following conditions:

- a. If funding from federal, state, or other sources is not obtained or continued at levels sufficient to allow for the purchase of the indicated quantity of services. This agreement may be modified to accommodate a reduction in funds.

b. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this agreement or are no longer eligible for the funding proposed for payments authorized by this agreement.

c. If any license, certificate, or insurance required by law or regulation to be held by Agency to provide the services required by this agreement is for any reason denied, revoked or not renewed.

d. If Agency fails to provide services called for by this agreement within the time specified herein or any extension thereof.

e. If Agency fails to perform any of the provisions of this agreement or so fails to pursue the work as to endanger the performance of this agreement in accordance with its terms and after written notice from County, fails to correct such failure(s) within ten (10) days or such longer period as the County may authorize.

3.5 Any such termination of this agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

#### 4. FUNDING AND BILLING

4.1 Payments under this contract shall be made on a rate of \$30 per hour for total hours worked basis according to the following terms:

Requests for payment shall be submitted to the Sheriff's Office to the attention of: Sherrie Hickam at the following address: PO Box 14500, Salem, OR 97309. Final invoices are due no later than July 31, 2016.

#### 5. OBLIGATIONS UNDER THE TERMS OF THIS AGREEMENT

5.1 County has a contract with the St. Paul Rodeo Association to provide law enforcement services for the Rodeo (event) beginning June 30, 2016 through July 5, 2016.

5.2 County's availability of resources is limited and Agency agrees to offer reserve officers to assist with filling the schedule for dates of the event.

5.3 Agency reserve officers assigned under this agreement are in no way to be considered as employees of County. Agency will provide salaries, fringe benefits, and official equipment. Reserve officers will be subject to operational and supervisory authority of County for activities related to the event.

5.4 Agency will submit documentation of number of hours worked at the event for each reserve deputy. County will submit all hours to St. Paul Rodeo Association and upon payment from Association. Reserve officer's time begins upon check-in at Rodeo and stops at checkout at Rodeo.

5.5 A log of activities completed by the Agency reserve deputy will be provided to County with each invoice. Log shall include all activities, citations, reports responded to, etc.

## 6. COMPLIANCE WITH APPLICABLE LAWS

The parties agree that both shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this agreement. The parties agree that this agreement shall be administered and construed under the laws of the state of Oregon.

## 7. NONDISCRIMINATION

The parties agree to comply with all applicable requirements of Federal and State civil rights and rehabilitation statutes, rules and regulations in the performance of this agreement.

## 8. HOLD HARMLESS

To the extent permitted by Article XI, Section 7 of the Oregon Constitution and by the Oregon Tort Claims Act, each party agrees to waive, forgive, and acquit any and all claims it may otherwise have against the other and the officers, employees, and agents of the other, for or resulting from damage or loss, provided that this discharge and waiver shall not apply to claims by one party against any officer, employee, or agent of the other arising from such person's malfeasance in office, willful or wanton neglect of duty, or actions outside the course and scope of his or her official duties.

## 9. INSURANCE

Each party shall insure or self-insure and be independently responsible for the risk of its own liability for claims within the scope of the Oregon tort claims act (ORS 30.260 TO 30.300).



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Commissioner \_\_\_\_\_ Date \_\_\_\_\_

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Commissioner \_\_\_\_\_ Date \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Department Director or designee \_\_\_\_\_ Date \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Chief Administrative Officer \_\_\_\_\_ Date \_\_\_\_\_

Reviewed by Signature: \_\_\_\_\_

Marion County Legal Counsel \_\_\_\_\_ Date \_\_\_\_\_

Reviewed by Signature: \_\_\_\_\_

Marion County Contracts & Procurement \_\_\_\_\_ Date \_\_\_\_\_

CITY OF NEWBERG SIGNATURE

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Title: City Manager as Authorized by Resolution # \_\_\_\_\_

Approved as to Form:

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City Attorney for the City of Newberg