

COPY

UMATILLA COUNTY
RECORDS
Agreement for Law Enforcement Services

This agreement is made and entered into This ___ Day of ____, 2014, and between Umatilla County, Oregon, a political subdivision of the State of Oregon, by and through the Sheriff of said County, (hereinafter referred to as "**County**") and the City of **Weston**, Oregon, a municipal corporation of the State of Oregon (hereinafter referred to as "**City**")

WHEREAS, the City desires to contract with the County for Law Enforcement services from the Sheriff as provided herein; and

WHEREAS, the County is agreeable, with approval of the Sheriff, to rendering such services on the terms and conditions hereinafter set forth; and

WHEREAS, such contracts are authorized and provided for by ORS 190.010 and ORS 206.345;

NOW THEREFORE, in consideration of mutual promises and covenants contained herein, it is mutually agreed as follows:

1. **The County** will provide law enforcement services within the city limits of City to the extent and in the manner hereinafter set forth. The law enforcement services will encompass duties and functions within the jurisdiction of, and customarily rendered by, the Sheriff of the County, and pursuant to the statutes of the State of Oregon. Such services will include the enforcement of the State Criminal and traffic statutes and The City Municipal Code. All citations for State traffic infractions and violations of City ordinances, should the County elect to enforce such ordinances, originating within the City Limits and within the jurisdiction of the City Municipal Court will be cited into the City Municipal Court.
2. **The County** will provide a minimum of 174 hours per month (40 hours a week) of law enforcement services to the City under this agreement with said hours being calculated as time either spent performing service within the City limits, or otherwise directly related to the handling of matters occurring within said City limits.
3. **The County** will provide City with a monthly report of the law enforcement activities and services performed for the previous month being claimed as provided under this agreement. Variants to the hour minimum requirement may be made by written agreement between the City and County as deemed necessary or appropriate for certain reasons, such as but not limited to, special events and extended court appearances. It is understood that services shall be provided with certified personnel.
4. **The County** will furnish and supply all labor, supervision, training, equipment and supplies necessary for the performance of the law enforcement services under this agreement.
5. The rendition of law enforcement services, standards of performance, discipline of officers, scheduling and coordination of services and other matters incident or relating to the performance of such services, and the control of the personnel so employed will remain with the Sheriff and otherwise under the control and responsibility of the County.
6. To the extent allowed and limited by the Oregon Constitution and the Oregon Torts Claim Act, **the County** hereby covenants and agrees to hold and save City, its officers, agents, assigns and employees harmless from all claims whatsoever that might arise against the City, its officers, agents, assigns and

employees by reason of any act of the County, its officers, agents, assigns or employees in the performance of the law enforcement services required by the terms of the Agreement.

7. **The City** grants to County and the Sheriff full municipal police authority, and all rights of enforcement provided to City under federal or state law.

8. **If the City** employs or utilizes the services of a municipal ordinance enforcement officer, the City and County will coordinate the activities of the assigned deputies and personnel providing service under this Agreement with the ordinance enforcement officer so as to avoid duplication of services, as well as law enforcement support, where appropriate, for said ordinance officer.

9. **The City** agrees to pay the **County** for the said services the amounts listed on Exhibit A. The monthly amount shall be due and payable to the County on or before the 15th day of the payment month for which this agreement remains in force

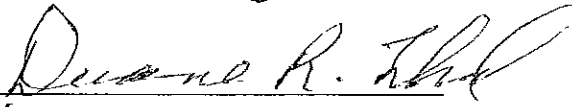
10. **The City** agrees to provide office space for the County to use to complete police reports, conduct interviews, store equipment and evidence.

11. **The Term** of this agreement will be for 3 years (36 months), from the date executed by both parties, or for a period to begin as otherwise mutually agreed upon between the parties. Should City elect to terminate this Agreement prior to the expiration date of said term, City will give at least 12 months notification of termination. If contract is terminated for any reason by either party the pre-paid cost to the County will be refunded to the City on a pro-rated basis.

12. **Negotiations** for contract renewal will begin in January of the expiration year.

13. **In consideration** of the services provided for herein and above, the City agrees to pay in cash the amounts set forth in the attached Exhibit A, payable semi-annually at the beginning of each 6-month period based on the invoices submitted to the City by the County

Approved and accepted by the City this 25 of August, 2014



Mayor



City Administrator/Recorder

Approved and excepted by the County this ____ or _____, 2014

County Commissioner

County Commissioner

County Commissioner

Sheriff

Exhibit "A"

COST OF SERVICES:

| | |
|-------------------------------------|--------------|
| September 1, 2014 to June 30, 2015: | \$95,770.70 |
| July 1, 2015 to June 30, 2016: | \$121,253.78 |
| July 1, 2016 to June 30, 2017: | \$126,716.48 |