

RESOLUTION NO. 23-16

RESOLUTION AUTHORIZING CITY MANAGER TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT (IGA) BETWEEN COLUMBIA COUNTY, OREGON, AND CITY OF SCAPPOOSE, OREGON, RELATING TO CONTRACT LAW ENFORCEMENT SERVICES

WHEREAS, the Intergovernmental Agreement (IGA) is entered into by Columbia County, a home-rule county and political subdivision of the State of Oregon (hereinafter County), and the City of Scappoose, Oregon, a municipal corporation of the State of Oregon (hereinafter City), collectively, "the parties", pursuant to the authority granted in ORS Chapter 190; and

WHEREAS, the City possess the power, legal authority and responsibility to provide for police services within its boundaries; and

WHEREAS, the County, through the Columbia County Sheriff, provides police services throughout the unincorporated areas of Columbia County; and

WHEREAS, the County has adopted policies for developing contracts to provide law enforcement services to cities, and has the legal authority to provide police services within the geographical area of the City; and

WHEREAS, the City desires to enter into an agreement with the County whereby the County, through the Sheriff, provides law enforcement services to the City and its inhabitants.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF SCAPPOOSE AS FOLLOWS:

Section 1. The City Council hereby approves the Intergovernmental Agreement (IGA) with Columbia County to provide contract law enforcement services as provided in the attached Exhibit A.

Section 2. The City Manager is hereby authorized to execute the final IGA on behalf of the City of Scappoose, notwithstanding substantial changes to IGA as provided in the attached Exhibit A.

Section 3. This resolution is effective immediately upon its enactment by the City Council.

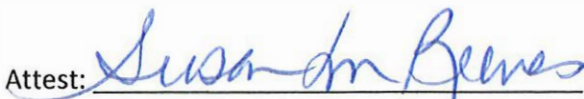
PASSED AND ADOPTED by the City Council this 18th day of September, 2023 and signed by the Mayor and City Recorder in authentication of its passage.

CITY OF SCAPPOOSE, OREGON



Joseph A. Backus, Mayor

Attest:



Susan M Reeves, MMC, City Recorder

INTERGOVERNMENTAL AGREEMENT BETWEEN COLUMBIA COUNTY, OREGON AND CITY OF SCAPPOOSE, OREGON, RELATING TO CONTRACT LAW ENFORCEMENT SERVICES

This Agreement is entered into by Columbia County, a political subdivision of the State of Oregon (hereinafter "County"), and the City of Scappoose, a municipal corporation of the State of Oregon (hereinafter "City"), collectively, "the parties," pursuant to the authority granted in ORS Chapter 190.

WHEREAS, the County and City are authorized under the provisions of ORS 190.003 to 190.030, and 203.035, to enter into intergovernmental agreements for the performance of any and all functions that the County and City have authority to perform; and

WHEREAS, the City possesses the power, legal authority and responsibility to provide for police services within its boundaries; and

WHEREAS, the County, through the Columbia County Sheriff Office ("CCSO"), provides police services throughout the unincorporated areas of Columbia County; and

WHEREAS, the County has the legal authority to provide police services within the geographical area of the City; and

WHEREAS, the City desires to enter into an agreement with the County whereby the County, through the Sheriff, provides law enforcement services to the City and its residents; and

WHEREAS, the County agrees to render such law enforcement services, through the Sheriff, under the following principles:

1. Law enforcement services provided by the County to the City should be clearly identified and articulated.
2. Services should be accurately priced to provide a reasonable and predictable cost to the City while avoiding County subsidy of City services by ensuring full-cost recovery.
3. The City, with the input of the Sheriff, should have the flexibility to determine the level and deployment of certain services and to identify service priorities, thereby controlling costs. Any service level changes made will result in corresponding changes in costs to the City, as determined by the methodology in the costing model.
4. County law enforcement employees assigned to the City should strive to provide high-quality police services, cooperate with City officials to meet the goals of the City, and establish a positive relationship with the residents and visitors of the City.

NOW, THEREFORE, IT IS MUTUALLY AGREED BY AND BETWEEN THE ABOVE PARTIES, AS FOLLOWS:

1. **Authority.** This Agreement is entered into under the authority of ORS 190.110 and pursuant to ORS 190.240.

2. **Term of Agreement.** The term of this Agreement shall be from September 1, 2023, to June 30, 2024. The parties may extend the term of this Agreement by written amendment.

3. **County Services.** For the term of this Agreement, the County will:

- a. Assign one (1) police certified patrol deputy to the City when requested by the City. The County's obligation to assign such a deputy to the City is contingent upon patrol deputy availability. This Agreement does not create an obligation for the County to provide police services when requested.
- b. Require deputies working this assignment to remain within the City limits, provide police presence and to respond primarily to Priority 1 and Priority 2 calls received during their assigned shift. To maintain availability for priority response and a continuity of service for the City, self-initiated enforcement activity and response to lower priority calls shall be at the discretion of the deputy with the oversight of an on-duty CCSO sergeant or supervisor. Deputies will not enforce the City's municipal code. Consistent with existing mutual aid agreements, the assigned deputy may respond outside of the City when necessary.
- c. Require deputies to be responsible for completing the investigatory or police reports on incidents they respond to while providing services to the City, and to attend any subsequent court proceedings. Deputies shall forward all police reports required as part of this Agreement to the City within a reasonable period of time.
- d. Provide a quarterly billing to the City. The billing will reference this Agreement.

4. **City Services.** For the term of this contract, the City will:

- a. Request services pursuant to this Agreement by submitting a shift coverage request via email to the Sheriff or designee. Shift coverage requests will typically be for an entire ten (10) hour shift, but in no event shall a request be for less than a four (4) hours period.
- b. Maintain responsibility as the agency with jurisdiction to conduct follow-up or further investigation of any event documented by a County deputy's police report taken within the City pursuant to this Agreement.
- c. Provide available consultation and/or call-out response for any significant felony level criminal investigation or arrest initiated by the County that results from this Agreement.
- d. Provide information about specific problem areas and concerns in the City.
- e. Make payment to the County, as per Section 3, within thirty (30) days of billing by the County.
- f. Take any measures legally necessary to authorize the CCSO to perform patrol duties within the City limits.

5. **Consideration.** The City agrees to reimburse the County for services under this Agreement as follows: Service costs related to sections 3.b and 3.c will be charged on an hourly basis at the rate of \$91.24 per hour. Reimbursement will be made for at least a four-hour over-time shift regardless of whether response to calls is needed or if the City determines that no services are ultimately needed for the requested period.

6. **Decision and Policy-Making Authorities.** The County will provide the services identified in paragraph 3 above. The respective authorities of the City and the County that make operational decisions and develop and implement policies in this regard shall be governed by the following guidelines.
 - a. **Daily Operations:** The Scappoose Police Chief or designee will coordinate with the CCSO Patrol Commander or designee to ensure that operations are being conducted within the intent of this Agreement. Deputies working within, or responding to the City, will be directly supervised by the on-duty or on call CCSO Sergeant or designee.

 - b. **General Orders. Policies and Procedures:** All deputies responding in the City will remain subject to all CCSO policies, procedures, and general orders. Control of personnel, standards of performance, discipline and all other aspects of performance shall be governed entirely by the County. Allegations of misconduct shall be investigated in accordance with CCSO policy.

7. **Independent Contractor.** The County is engaged hereby as an independent contractor and shall not be considered an employee, agent, partner, joint venturer or representative of City for any purpose whatsoever. City does not have the right of direction or control over the manner in which County delivers services under this Agreement and does not exercise any control over the activities of the County, except the services must be performed in a manner that is consistent with the terms of this Agreement. City shall have no obligation with respect to County's debts or any other liabilities of County. County shall be responsible for furnishing all equipment necessary for the performance of the services required herein. In addition:
 - a. County will be solely responsible for payment of any Federal or State taxes required as a result of this Agreement.

 - b. This Agreement is not intended to entitle County, its officers, agents and employees, to any benefits generally granted to City employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this Agreement to the County are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, social security, workers' compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the County is presently a member of the Public Employees Retirement System). The County shall be responsible for the salary, wages, benefits and any other compensation, including Workers Compensation benefits for CCSO deputies assigned to perform services under this Agreement.

 - c. The County is an independent contractor for purposes of the Oregon workers' compensation coverage under this Agreement.

8. **Indemnification.** Subject to the limits and extent of Article XI, Section 7 and Section 10 of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 to ORS 30.300, each party shall indemnify and defend the other party from and against claims arising out and to the extent of the indemnifying party's acts and omissions.
9. **Termination Process.** Either party may terminate this agreement with ten (10) days' notice to the other party. Upon termination of this Agreement the City is obligated to pay all incurred costs by the termination date.
10. **Dispute Resolution.** In the event of a dispute between the parties arising out of or relating to this Agreement, the Parties agree to submit such dispute to a mediator agreed to by both parties as soon as practicable after the dispute arises, and preferably before commencement of litigation or of any permitted arbitration. The parties agree to exercise their best efforts in good faith to resolve all disputes in mediation.
11. **Amendments.** This Agreement may be amended at any time by mutual written agreement of the City, the Columbia County Sheriff, and the Columbia County Board of Commissioners.
12. **Agreement Administration:**
 - a. **Agreement Administrators.** The City Manager, Scappoose Police Chief and Lieutenant shall serve as agreement administrators to review agreement performance and resolve operational problems.
 - b. **Referral of Unresolved Problems.** The Scappoose Police Chief shall refer any police service operational problem, which cannot be resolved, to the Sheriff. The Police Chief and the Sheriff shall meet as necessary to resolve such issues.
 - c. **Agreement Dispute Issues.** Agreement dispute issues involving Agreement language interpretation, cost, and other non-operational matters shall be referred to the Sheriff and the Scappoose Police Chief.
 - d. **Audits and Inspections.** The records and documents with respect to all matters covered by this agreement shall be subject to inspection, review or audit by the County or City during the term of this Agreement and three years after termination.
13. **Third Party Beneficiaries.** County and City are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, or is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to any third party unless such person is individually identified by name herein and expressly described as intended beneficiaries of this contract.
14. **Written Notice.** Any notice of change, termination or other communication having a material effect on this Agreement shall be upon the Sheriff for the County, and the Scappoose Police Chief or City Manager, and either hand-delivered or by certified or registered mail, postage prepaid. Except as provided in this Agreement, it is agreed that thirty calendar days shall constitute reasonable notice for the exercise of any right in the event that applicable law specifically requires such notice.

21. **Electronic Signatures.** The Parties agree that signatures showing on PDF documents, including but not limited to PDF copies of the Agreement and amendments, submitted or exchanged via email are "Electronic Signatures" under ORS Chapter 84 and bind the signing Party and are intended to be and can be relied upon by the Parties. The County reserves the right at any time to require the submission of the hard copy originals of any documents.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates listed below:

CITY OF SCAPPOOSE

By: _____
Name Printed: _____

Date: _____

Approved as to Form:

Legal Counsel for City of Scappoose

COLUMBIA COUNTY

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY OREGON

By: _____
Name Printed: Casey Garrett, Chair

Date: _____

COLUMBIA COUNTY SHERIFF

By: _____
Name Printed: Brian Pixley

Date: _____

Approved as to Form:

By: _____
Office of County Counsel