

DRAFT
INTERGOVERNMENTAL AGREEMENT FOR LAW ENFORCEMENT SERVICES

CITY OF HARRISBURG/CITY OF COBURG

THIS AGREEMENT is made and entered by and between the CITY OF HARRISBURG hereinafter called HARRISBURG, a municipal corporation of the State of Oregon, and the CITY OF COBURG, hereinafter called COBURG, a municipal corporation of the State of Oregon.

WITNESSETH

WHEREAS, Harrisburg is desirous of contracting with Coburg for the performance of the hereinafter described law enforcement traffic enforcement functions within the boundaries of Harrisburg by Coburg thereof, and;

WHEREAS: Both cities desire to provide mutual support and assistance in furnishing quality and cost-effective municipal services to our respective residents, as well as an enhanced emergency response.

WHEREAS: Representatives of both cities shall meet during the month of December 2021, or at other mutually agreed time(s), to measure the success and mutual benefit of this IGA with due consideration of all necessary amendments to this agreement as well as possible expansion of this agreement to encompass additional, joint municipal services in 2021 and beyond.

WHEREAS, Coburg 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 18 months, commencing January 1, 2021 and terminating June 30, 2022, except as may be extended and amended as mutually agreed or terminated in accordance with Section 8 of this agreement.
2. **COMPENSATION:** Harrisburg shall pay to Coburg for such law enforcement services as provided herein as follows:

- a. Costs for this period. Payments shall be made in equal quarterly installments.

<u>ANNUAL CONTRACT</u>	<u>BASE HRS/MONTH</u>	<u>HOURS/</u>	<u>HOURLY RATE</u>
<u>Jan 1,2021 - June 30,2022</u>	<u>35</u>	<u>YEAR</u>	<u>\$51.00-average-</u>
		<u>420</u>	<u>hourly rate-TBD</u>

COBURG RECOMMENDED RATE IS \$64.00

- b. In the event an incident within Harrisburg requires extraordinary police services above and beyond the typical investigation and causes the hours to be performed on behalf of Harrisburg to exceed the 35-hour month average, Harrisburg shall pay for such services at the established hourly rate listed above. Prior to any payments being made under this subparagraph, the City Administrators shall review the time involved in the investigation and jointly agree on the additional amount of compensation which should be due.
3. **ADDITIONAL HOURS:** Additional hours may be requested by Harrisburg to cover special events or patrols. Such requests shall be made in writing to Coburg no less than 30 days prior to the event or patrol. Coburg shall make reasonable accommodations to cover these additional hours. Unless prior arrangements are made and agreed to by both parties in writing, Harrisburg shall pay for such services at the average hourly rate listed above. Additional hours available for special events will be based solely on the availability of Coburg officers to cover such event.
4. **POLICE RESPONSIBILITIES:** The Linn County Sheriff's Department still provides police services to Harrisburg. Coburg agrees to provide police traffic and code enforcement services within the corporate limits of Harrisburg to the extent and in the manner herein set forth below. 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 law enforcement services provided by Coburg shall include the following:
- a. Traffic Patrols. Police patrols with a minimum of 25 hours dedicated to traffic enforcement per month and up to a maximum of 10 hours per month of crime prevention and code enforcement patrol. Patrols shall be conducted on both a regular and irregular basis or as specifically requested by Harrisburg. The 25 hours dedicated to traffic enforcement will be in marked police vehicles.
- b. Code Enforcement. Coburg officers shall perform miscellaneous code enforcement functions for the City of Harrisburg, as described in HMC Titles 6, 8, 9, and 10, in coordination with the Harrisburg Code Enforcement Officer. City code enforcement functions shall include, among others:
1. reporting possible code violations.

- 2. delivering written violation notices and citations to responsible party(ies).
- 3. make initial contact and investigate possible code violations as requested by the Code Enforcement Officer.
- 4. all code enforcement-related activities and functions shall be at the direction of the Harrisburg Code Enforcement Officer who shall have the authority to reduce or eliminate Coburg Police code enforcement functions in Harrisburg.

- c. Travel time shall be charged at a rate of 15 minutes total per roundtrip to Harrisburg.
- d. Immediate and appropriate response to calls, subject only to necessary priorities caused by concurrent matters. Priority non-traffic enforcement calls should go to Linn County Sheriff. Coburg will respond to these calls when requested by the Linn County Sheriff or Harrisburg staff and as priorities allow. Harrisburg will need to make the decision as to whether they wish to count the time spent on a priority non-traffic call as part of the 25 hours per this agreement, or if they wish to pay the City of Coburg for the officer time spent per the 'Average' hourly rate as established in Section 2 of this agreement.
- e. Provide a written report to Harrisburg on or before the 10th day of each month following the end of the quarter setting forth the actual number of calls for service and number of citations and arrests for the previous quarter. The Chief of Police or his designee shall attend any and all meetings concerning policing issues as may be necessary and as requested by Harrisburg or Coburg.
- f. Conduct spot radar enforcement as necessary to alert drivers of speed limits during normal duty hours. In addition, Coburg shall furnish Harrisburg a summary traffic survey, not later than June 30, 2021, documenting the type, frequency and severity of traffic violations noted by Coburg officers and/or traffic survey equipment. The Coburg Police Chief will work with the Harrisburg staff to define the scope and delivery of a traffic survey. If the traffic survey scope and delivery is outside of the allocated 25 hours, then the City of Coburg will be reimbursed for the additional hours at the standard hourly charge established in Section 2 (a) of this agreement.
- g. Prosecution of misdemeanors and infractions in Harrisburg Municipal Court as set forth in Section 6 of this Agreement. The Harrisburg Municipal Court normally convenes on the second Wednesday of every month. Citations issued in the prior month shall be delivered to, or otherwise made available, to the Harrisburg Court Clerk not later than last day of that month.

- h. Advise City officials of situations encountered by patrolling officers that may affect the health, safety and welfare of residents and visitors, including inadequate, missing or broken traffic or safety signs;
- i. Advise City officials of the need for new ordinances or revisions to existing ordinances to address changes in state legislation and/or law enforcement concerns;
- j. Assist the City Administrator in preparing responses to queries from County, State and other jurisdictions in matters relating to law enforcement needs and activities, jail facilities, reports and similar matters;
- k. Maintain close liaison with City officials concerning law enforcement matters;
- l. Upon request, attend Harrisburg City Council meetings in April, July, October, and December of 2021, and April of 2022, and such other meetings as may be appropriate, and as may be mutually agreed.
- m. Assist victims and witnesses at the crime scene;
- n. Preserve crime scenes;
- o. Retain evidence;
- p. All original reports shall be maintained by the Coburg police department and made available upon request in accordance with state law;
- q. Administration. The Coburg Chief of Police shall be under the administrative direction of the City Administrator of the City of Coburg and shall exercise all authority vested in that office.
- r. 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. Harrisburg shall supply support for Coburg when able including but not limited to a 'Ready Room', emergency vehicle towing and repair, and other miscellaneous support of Coburg officers while within Harrisburg city limits or in transit to or from Coburg.
- s. Coburg and Harrisburg shall cooperate and coordinate with the preparation and dissemination of public information to help citizens of both communities better understand the role, benefits, and limitations of this agreement.

5. **ADDITIONAL ASSOCIATED PUBLIC SAFETY SERVICES:** As noted in Section 4.c. of this Agreement, Harrisburg may at times request associated public safety services typically performed by a city police department but not directly related to traffic enforcement. Coburg will reasonably endeavor to provide these services to the best of its ability, subject to availability of personnel and other limiting factors. These services will not be counted towards the 25 monthly hours and Coburg shall be reimbursed at the average hourly rate established in Section 2 of this agreement.
6. **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 Coburg.
 - a. With the exception of police department reserves, all personnel employed in the performance of such services pursuant to this agreement shall be Coburg employees and all persons employed hereunder shall have City pensions, salary, worker's compensation and any status or rights under the provisions of City employment paid for by Coburg.
 - b. Harrisburg shall not be called upon to assume any liability for the direct payment of any salaries, wages, or other compensation to any Coburg personnel performing services hereunder for Harrisburg or any liability other than that provided for in this agreement. Except as otherwise herein specified, Harrisburg shall not be liable for compensation or indemnity to any Coburg employee for any injury, or sickness arising out of his or her employment.
7. **COURT:** Upon request of the Harrisburg Municipal Court Judge or Clerk, Coburg may provide a bailiff for the Harrisburg Municipal Court who shall be present whenever the Court is in session. An Officer scheduled to testify at Court may serve as Bailiff. If Harrisburg elects to have an officer at Court, then Harrisburg shall pay for such services at the average hourly rate listed above. Hours served as Court Bailiff shall be in addition to the 25 hours of traffic patrol described in Section 4 a.
8. **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.
9. **TERMINATION:** This agreement may be terminated by either city at- any time upon giving 30 days written notice of their intent to do so. Termination of this agreement may also be made by 24-hour emergency email notice by Coburg to the Harrisburg City Administrator and/or Asst. City Administrator, or notice by Harrisburg to the Coburg City Administrator in the event of an unforeseen or an urgent or emergency situation. These include, but are not limited to, the necessary allocation of City Coburg personnel or equipment elsewhere, a financial exigency, or other pressing City Coburg need as determined by the Coburg City Administrator or Harrisburg City Administrator-

