INTERGOVERNMENTAL AGREEMENT LAW ENFORCEMENT SERVICES

CITY OF JUNCTION CITY/CITY OF COBURG

THIS AGREEMENT is made and entered by and between the CITY OF JUNCTION CITY hereinafter called JUNCTION CITY 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, JUNCTION CITY is desirous of contracting with COBURG for the performance of the hereinafter described short-term Chief of Police services for the administration of its Police Department, and;

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:

 <u>TERM</u>: The initial term of this agreement shall begin on March 15, 2023, and terminate on June 30, 2023. Such term may be extended and amended as mutually agreed in accordance with Section 9 or terminated in accordance with Section 7 of this agreement.

2. SCOPE OF WORK:

COBURG agrees to provide a minimum of 10 hours per week and not to exceed 20 hours of Chief of Police Administrative <u>services</u> within the corporate limits of JUNCTION CITY to the extent and in the manner set forth <u>below</u>. The services shall encompass duties and functions of the type coming within the jurisdiction of and customarily rendered by a Chief of Police. Such services shall include Administrative Management of the Junction City Police Department including overseeing enforcement and investigations involved in the field of traffic, public safety, criminal law enforcement, and 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.

3. 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.

- a. JUNCTION CITY shall furnish and supply all other necessary labor, supervision, equipment, communications facilities, and supplies to maintain the level of services to be rendered hereunder.
- b. COBURG will provide a written report to JUNCTION CITY at the end of the contract term or as requested by the City Administrator or City Council of the City of Junction City. The Chief of Police or his designee shall attend any meetings concerning policing issues as may be necessary and as requested by JUNCTION CITY o COBURG. Such attendance at meeting will be included in the hours approved by this contract.

4. <u>COMPENSATION:</u>

- a. For such law enforcement services, JUNCTION CITY shall pay to COBURG an hourly rate of \$104.00 for regular hours, and \$156.00 for hours that put the Chief into overtime at Coburg.
- 5. <u>PERSONNEL</u>: The rendition of services, 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 Police Chief.
 - a. With the exception of police department, all personnel employed in the performance of services pursuant to this agreement shall be Junction City employees, and any status or rights under the provisions of City employment paid for by JUNCTION CITY.
 - JUNCTION CITY shall not be called upon to assume any liability for the direct payment of any salaries, wages, or other compensation to the Coburg Police Chief while performing services hereunder for JUNCTION CITY, or any liability other than that provided for in this agreement.

- 6. **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.
- 7. <u>TERMINATION:</u> This agreement may be terminated by either city at any time upon giving 3 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 Junction City City Administrator, or notice by JUNCTION CITY 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 of Coburg Police Chief elsewhere, a financial exigency, or other pressing City need as determined by the Coburg City Administrator or Junction City City Administrator.
- 8. <u>HOLD HARMLESS</u>: The parties hereby covenant and agree to hold and save each other, their officers, agents and other employees, harmless from all claims whatsoever, including attorney's fees and costs, by reason of any act or omission of each city, its officers, agents, or employees.
- **9.** <u>AMENDMENTS</u>: The agreement may be amended or extended by written agreement of both parties and shall be approved by the respective councils.

IN WITNESS WHEREOF, this instrument has been executed in duplicate pursuant to resolutions heretofore duly and legally adopted by each of the parties hereto.

CITY OF COBURG

Anne Heath,

CITY OF JUNCTION CITY

Date

City Administrator Anne.Heath@ci.coburg.or.us Jason Knope City Administrator jknope@ci.junction-city.or.us Date