



UMATILLA COUNTY
Agreement for Law Enforcement Services

This "Agreement" is made and entered into this 10th day of June 2020, by and between Umatilla County, a political subdivision of the State of Oregon, by and through the Sheriff of the County, and the City of Weston, a municipal corporation of the State of Oregon.

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 the mutual promises and covenants contained herein, it is mutually agreed as follows:

- 1. Services.** The County will provide law enforcement services ("Services") within the city limits of City to the extent and in the manner hereinafter set forth. The Services will encompass duties and functions within the jurisdiction of, and customarily rendered by, the Sheriff of the County, and pursuant to the laws of the State of Oregon, and will include the enforcement of the State criminal and traffic statutes and discretionary enforcement of City ordinances. 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. Scope.** The County will provide to the City, a minimum of 174 hours per month (40 hours per week) of Services, which includes employee hours allocated to training and authorized leave. Such hours shall be calculated either as time spent performing Services within the City limits, or otherwise directly related to the handling of matters occurring with City limits. The number of hours may be periodically adjusted by written agreement between the parties as necessary or appropriate for certain reasons, such as but not limited to special events and extended court appearances. All services shall be provided with certified law-enforcement personnel.
- 3. Report.** The County will provide to the City a monthly report of the Services performed for the previous month.
- 4. County's Employment Obligations.** The County will furnish and supply all labor, supervision, training, equipment and supplies necessary for the performance of Services under this Agreement. All personnel providing Services shall be considered employees of the County at all times and for all purposes. 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 compensation and control of the personnel so employed, will remain with the Sheriff and otherwise be under the control and responsibility of the County. The County shall be solely responsible for all employment-related duties, obligations, including but not limited to providing general liability and worker's compensation insurance coverage to all County personnel providing Services under this Agreement.
- 5. Hold Harmless.** To the extent allowed and limited by the Oregon Constitution and the Oregon Tort Claims Act, the County hereby covenants and agrees to indemnify and 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 Services provided pursuant to this Agreement.

6. **Municipal Authority.** 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.

7. **Municipal Enforcement Officer.** 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 Services under this Agreement with those of the ordinance enforcement officer so as to avoid duplication of services, provide law enforcement support where appropriate.

8. **Office Space.** The City shall provide office space for the County to use to complete police reports, conduct interviews, and store equipment and evidence.

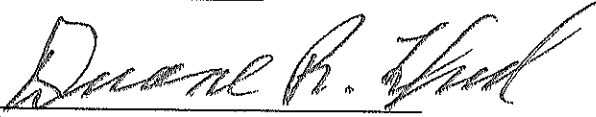
9. **Term.** The term of this agreement will be for five (5 years) (60 months), commencing from the date of the last signature affixed below, or from another date mutually agreed upon in writing between the parties.

10. **Termination.** The City may terminate this Agreement prior to its stated expiration date by giving at least twelve (12) months' notification of termination to the County. Upon the effective date of early termination the County shall refund to the City the pro-rated share of any pre-paid cost.

11. **Renewal.** The parties will seek to begin negotiations for contract renewal in January of the expiration year.

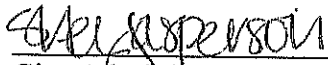
12. **Compensation.** In consideration for the Services provided for herein, the City agrees to pay in to the County the amounts set forth in the attached Exhibit A, billed and payable semi-annually at the beginning of the 6-month period.

CITY OF WESTON



Mayor

06/10/2020
Date



City Administrator/Recorder

06/10/2020
Date

UMATILLA COUNTY

County Commissioner

Date

County Commissioner

Date

County Commissioner

Date

Sheriff

Date

Exhibit "A"

COST OF SERVICES:

July 1, 2017 to June 30, 2018:	\$129,250	
July 1, 2018 to June 30, 2019:	\$131,835	
July 1, 2019 to June 30, 2020:	\$135,790	
July 1, 2020 to June 30, 2021	1%	\$137,148
July 1, 2021 to June 30, 2022	3%	\$141,262
July 1, 2022 to June 30, 2023	2%	\$144,087
July 1, 2023 to June 30, 2024	2%	\$146,969
July 1, 2024 to June 30, 2025	1%	\$148,439