

RESOLUTION No. 586-24

A RESOLUTION APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF DONALD AND THE CITY OF HUBBARD FOR LAW ENFORCEMENT SERVICES.

WHEREAS, the City of Donald's current contract with the Marion County Sheriff s Department for law enforcement services expires on June 30, 2024, and the City of Donald deems it to be in the best interest of the City to enter into a contract with the City of Hubbard for police services on the terms and conditions as stated in the attached agreement as Exhibit A,

NOW, THEREFORE, THE CITY OF DONALD RESOLVES AS FOLLOWS:

Section 1. The Donald City Council approves the intergovernmental agreement between the City and the City of Hubbard for law enforcement services starting for the period from July 1, 2024 through June 30, 2025 with provisions for renewal, according to the terms and conditions set forth on Exhibit A hereto and by this reference incorporated herein.

PASSED and ADOPTED by the City Council of the City of Donald at their regular meeting on this 14th day of May, 2024 by the vote of 1 ayes and 0 nays.

DATE: May 14, 2024

REDACTED FOR SECURITY

Gerry Waller, Council President

ATTEST by City Manager this 14th day of May, 2024

REDACTED FOR SECURITY
REDACTED FOR SECURITY
REDACTED FOR SECURITY

Eric Underwood, City Manager

RESOLUTION NO. 776-2024

A RESOLUTION APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF HUBBARD AND THE CITY OF DONALD FOR LAW ENFORCEMENT SERVICES.

Findings:

- A. The City of Donald's current intergovernmental agreement with Marion County Sheriff's Department for law enforcement services expires on June 30, 2024.
- B. On May 14, 2024, the Donald City Council adopted Resolution No. 586-24 approving an intergovernmental agreement with the City of Hubbard for law enforcement services in the City of Donald.
- C. The Hubbard City Council deems it to be in the best interest of the City of Hubbard to enter into an intergovernmental agreement with the City of Donald for law enforcement services on the terms and conditions stated in the intergovernmental agreement attached as Exhibit A.

Based on the findings, the city of Hubbard resolves as follows:

Section 1. The Hubbard City Council approves the intergovernmental agreement between the City of Donald and the City of Hubbard for law enforcement services starting for the period from July 1, 2024, through June 30, 2025, with provisions for renewal, according to the terms and conditions set forth on Exhibit A hereto and by this reference incorporated herein.

ADOPTED BY THE CITY COUNCIL this 14th day of May 2024.

APPROVED:

**REDACTED FOR SECURITY
REDACTED FOR SECURITY**

Charles Rostocil, Mayor

ATTEST:

**REDACTED FOR SECURITY PURPOSES
REDACTED FOR SECURITY PURPOSES**

Vickie L. Nogle, MMC
Director of Administration/City Recorder

APPROVED AS TO FORM:

**REDACTED FOR
REDACTED FOR
SECURITY**

Beery, Elsner & Hammond, City Attorney

**Attachment “A”
Resolution 776-2024**

**INTERGOVERNMENTAL AGREEMENT
FOR LAW ENFORCEMENT SERVICES**

BETWEEN THE CITY OF DONALD AND THE CITY OF HUBBARD

THIS INTERGOVERNMENTAL AGREEMENT FOR LAW ENFORCEMENT SERVICES (this “Agreement”) is effective as of July 1st, 2024 (the “Effective Date”), by and between the following municipalities.

City of Donald 10710 Main Street NE Donald, OR 97020 (503) 678-5543	City of Hubbard PO Box 380 Hubbard, OR 97032 (503) 981-9633
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City of Donald is hereinafter referred to as “Donald.”
City of Hubbard is hereinafter referred to as “Hubbard.”

RECITALS:

1. Donald is desirous of contracting with Hubbard for the performance of the hereinafter-described law enforcement functions within the boundaries of Donald by Hubbard.
2. Hubbard has agreed to render such services on the terms and conditions hereinafter set forth.
3. Such contracts are authorized and provided for by the provisions of ORS 190.010 and ORS 221.355.
4. The Mayor and City Administrator of Hubbard will execute this Agreement on behalf of Hubbard pursuant to their delegated authority in Resolution No. **776-2024**, which is attached as Attachment “A.”

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 and subsequent renewals for additional terms is as follows:
 - a. **Present Term** – The term of this Agreement shall run from the Effective Date until notice of termination as described below and in Section 13 (the “Term”).
 - b. **Notice of Intent/Renewal** – The terms and conditions of this Agreement shall automatically renew annually. This Agreement may be terminated by mutual consent of both parties at any time or by either party for any reason upon sixty (60) days’ notice in writing and delivered by mail or in person to the City Administrator

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of Hubbard or City Manager of Donald. Any such termination of this Agreement shall be without prejudice to any rights, obligations, or liabilities of either party that accrued prior to such termination (Perpetual).

2. **Compensation:**

- a. Beginning Fiscal Year 2024-25 Donald shall make quarterly payments of \$13,750 to be invoiced by Hubbard for law enforcement services provided pursuant to Section 3 and Court services provided pursuant to Section 7 of this Agreement (the "Compensation"). After June 30, 2025, the Compensation will be adjusted as described in Section 2(b) and paid on or before September 30 of each year.
- b. The Compensation will increase on July 1st of each fiscal year, running from July 1 to June 30, during the Term by an amount equal to the product of (i) the Compensation owed in the immediately preceding fiscal year and (ii) the annual July 1st cost of living adjustment percentage of 3%.
- c. Branding of the police vehicles and uniforms patches will be changed to reflect the Hubbard/Donald Police Department. Costs incurred for the graphics and patches will be split equally between Hubbard and Donald.

3. **Hubbard Law enforcement services:** Hubbard agrees to provide law enforcement services within the corporate limits of Donald consisting of duties and functions customarily rendered by the Hubbard Police Department under the statutes of the State of Oregon. The law enforcement services provided by Hubbard shall be comparable to those provided within the corporate limits of Hubbard, which will include the following:

- a. Supply of radio communications facilities and performance of emergency communication services such as responding to service calls requesting law enforcement services within Donald's city limits.
- b. Enforcement and investigations involved in the field of public safety, criminal law enforcement, traffic enforcement, or related fields within the legal power of the police chief to so provide. The services shall be provided in conformance with the standards generally accepted within the policing profession.
- c. Enforcement of state laws regarding criminal offenses and driving infractions.
- d. Assignment of labor, supervision, and equipment including a patrol car to work in Donald a minimum of twenty (20) hours per week in varying shifts, which will be determined by the police chief and agreed upon by the Donald City Manager. In addition to the twenty (20) hours of agreed-upon shifts per week, Hubbard shall periodically patrol Donald in marked police vehicles. When patrolling in Donald, Hubbard shall provide law enforcement services at the same level as those it provides to Hubbard residents except as expressly agreed in this Agreement.

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- e. Submission of a written report to the Donald City Manager on or before the 10th day of each month setting forth the number and type of police activities in Donald for the previous month. In addition to submitting monthly reports, the police chief or designee shall attend one (1) Donald City Council meeting per year to present an annual report on police activities in Donald to the Donald City Council.
 - f. The police chief or designee shall attend any and all meetings concerning Donald's policing issues and community activities as requested by Donald
 - g. Hubbard will not be providing code enforcement services in Donald.
4. **Hubbard Performance Requirements:** In performing the law enforcement services described in Section 3, Hubbard shall satisfy the following requirements:
- a. Hubbard shall use patrol vehicles and uniform patches that identify officers and cars as Hubbard and Donald police.
 - b. All officers Hubbard makes available for the performance of the duties described herein shall be properly supervised officers that satisfy the Oregon Department of Public Safety Standards and Training certification requirements.
 - c. Hubbard shall provide the equipment needed for officers to use in the performance of services under this Agreement.
5. **Donald Performance Requirements:** In return for the law enforcement services described in Section 3, Donald shall satisfy the following requirements:
- a. Pay the Compensation to Hubbard in accordance with Section 2 above.
 - b. Communicate to Donald residents that non-emergency calls for service should be directed to the non-emergency line 503-982-2340.
6. **Personnel:** The handling of the personnel necessary to deliver the services shall be as follows:
- a. The rendition of such service, standards of performance, the discipline of officers, and other matters incidental to the performance of such services described in this Agreement and control of personnel so employed shall be and remain the responsibility solely of Hubbard.
 - b. All personnel employed in the performance of such services pursuant to this Agreement shall be Hubbard employees, and all persons employed hereunder shall have city pensions, salary, and any status or rights under the provisions of city employment paid for by Hubbard.

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- c. Donald shall not be called upon to assume any liability for the direct payment of any salaries, wages, or other compensation to any Hubbard personnel performing services hereunder for Donald. Donald shall not be liable for compensation (including benefits and retirement) to any Hubbard employee, volunteer or intern for any injury, or sickness arising out of their employment.
7. **Court:** Hubbard will conduct Municipal Court activities as they relate to crimes and traffic. Hubbard agrees to cite charges into the court of competent jurisdiction as follows:
- a. Crimes (felonies and misdemeanors) – All charges for felonies and misdemeanors including traffic crimes and any unclassified crimes or other serious violations of the law will be presented to the District Attorney’s Office for Marion County for trial in the appropriate court of jurisdiction or cited into Marion County Circuit Court.
 - b. Violations including traffic violations – All other charges for violations of the law including traffic violations within the city limits of Donald will be cited into the Municipal Court of Hubbard.
 - c. Concurrent jurisdiction – Nothing in this Agreement shall be construed or used to limit the discretion of the police to cite charges into any court of competent jurisdiction.
 - d. Revenue – All revenue associated with criminal citations/activity or traffic violation will be received by Hubbard pursuant to the authority of Hubbard Municipal Court. Revenue from code violations will be received by Donald.
8. **Community Police Advisory Forum:** Hubbard and Donald may form a Community Police Advisory Forum to meet from time to time for the purpose of (1) discussing various issues concerning law enforcement services in Donald and Hubbard and (2) developing recommendations related to law enforcement services for the police chief. The police chief will be responsible for appointing members to any Community Policy Advisory Forum created by Hubbard and Donald, and will ensure that the Forum includes residents of Donald and Hubbard. Forum members will elect from their membership a chair and vice chair. Either the chair or vice chair shall be a Donald resident. Notwithstanding the foregoing, Hubbard shall have the exclusive right and duty to control all personnel in the discharge of police services set forth in this Agreement.
9. **Indemnification:** It is the intent of this Agreement that Hubbard and Donald each are responsible for their own actions or the actions they direct or control. If a suit or action results from the policy, direction, act, or omission of a party, that party shall defend and indemnify the other party as provided below.
- a. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, Hubbard shall indemnify, save harmless and defend Donald, its officers, elected officials, agents, volunteers, and employees from and against all costs, liabilities, losses, damages, claims or actions, and expenses of any nature

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whatsoever, by any reason, resulting from or allegedly resulting from any act, omission, activities, or services by Hubbard or its officers, employees, agents, volunteers, or anyone Hubbard controls, in the course of performance of services under this Agreement.

- b. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, Donald shall indemnify, save harmless and defend Hubbard, its officers, elected officials, agents, volunteers, and employees from and against all costs, liabilities, losses, damages, claims or actions and expenses of any nature whatsoever, by any reason, resulting from or allegedly resulting from any act, omission, activities, or services by Donald or its officers, employees, agents, volunteers or anyone Hubbard controls, in the course of performance of services under this Agreement.

10. Compliance with Applicable Laws

The parties agree that both shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this Agreement. The parties agree that this Agreement shall be administered and construed under the laws of the state of Oregon.

11. Nondiscrimination

The parties agree to comply with all applicable requirements of Federal and State civil rights and rehabilitation statutes, rules, and regulations in the performance of this Agreement.

12. Insurance

Each party shall procure insurance or self-insure in accordance with ORS 30.282 and be independently responsible for the risk of its own liability for claims within the scope of the Oregon Tort Claims Act (ORS 30.260 to 30.300).

13. Termination for Cause

Either party may terminate this Agreement for cause after giving a sixty (60) day written notice to the other party and stating the reason for termination. If the party receiving the notice of termination corrects the matter within sixty (60) days, the Agreement shall continue. The parties agree to meet and discuss any cause for termination prior to giving notice of termination pursuant to this paragraph.

14. Notices

Any notice required to be given by the terms and conditions of this Agreement shall be given to the other party either by personal service or registered mail, returned receipt requested to the following persons at the listed address:

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City of Hubbard	City of Donald
City Administrator Shawn Waite and Police Chief Don Parise or their successors	City Manager Eric Underwood or successor
PO Box 380	10710 Main Street NE
Hubbard, OR 97032	Donald, OR 97020

15. **Miscellaneous**
Any amendments or modifications hereto shall be made in writing as approved and signed by Hubbard and Donald.
16. **Force Majeur**
A party's failure to perform under this agreement will be excused, and will not be deemed a material breach, if the delay or failure is due to war, insurrection, strikes, walkouts, riots, floods, drought, earthquakes, fires, casualties, disease, acts of God, governmental restrictions imposed or mandated by governmental entities other than the parties, enactment of conflicting state or federal laws or regulations, new or supplementary environmental regulation, litigation or similar bases for excused performance that are not within the reasonable control to the party to be excused.
17. **Venue**
The parties designate the Circuit Court for the State of Oregon, Marion County as the exclusive venue for resolving any disputes arising out of or related to this agreement and consent to the personal jurisdiction of that court.
18. **Severability**
If any term or condition of this agreement is found to be illegal or unenforceable, the term or condition should be struck and the remainder of the agreement will remain in full force and effect to the greatest extent possible.
19. **Entire Agreement**
This Agreement represents the entire and integrated agreement between Hubbard and Donald and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended or modified only by a written amendment signed by Hubbard and Donald.
20. **Counterparts-**
This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Signatures transmitted electronically, whether sent via facsimile or as attached files (e.g., .pdf), will be acceptable to bind Hubbard and Donald, respectively, and will not in any way affect the validity of this Agreement. Hubbard and Donald intend to confirm any electronically transmitted signatures by exchanging ink-signed originals, but the failure to do so does not affect this Agreement's validity in any way.

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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 HUBBARD

REDACTED FOR SECURITY
REDACTED FOR SECURITY
PURPOSES

Charles Rostocil, Mayor Date 5/23/2024

CITY OF DONALD

REDACTED FOR SECURITY
REDACTED FOR SECURITY
PURPOSES

Richard Olmsted, Mayor Date 5-31-2024

ATTEST:

REDACTED FOR SECURITY
REDACTED FOR SECURITY
REDACTED FOR SECURITY

Vickie Nogle Date 5/23/24
Director of Administration/City Recorder

REDACTED FOR
SECURITY PURPOSES
REDACTED FOR
SECURITY PURPOSES
SECURITY PURPOSES

Eric Underwood Date 6-4-2024

APPROVED AS TO FORM & CONTENT:

REDACTED FOR
SECURITY PURPOSES

TBD Date
Hubbard City Attorney