



128 S Main St.
PO Box 445
Condon, OR 97823
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**CITY OF CONDON
WORK SESSION AGENDA
PUBLIC SAFETY COMMITTEE
Tuesday, June 18, 2019, 4:00 PM
CONDON CITY HALL**

1. Call the Meeting to Order
2. Discuss & Review City of Condon and Gilliam County Sheriff's Office Contract
 - 2.1. Signed 2018 Police Contract
3. Fire Contract & Budget Request
4. Adjourn

Work Session agenda distributed June 11, 2019

INTERGOVERNMENTAL AGREEMENT
Between Gilliam County, the Gilliam County Sheriff, and the City of Condon
For Law Enforcement Services

DATE: _____, 2018.

PARTIES: Gilliam County, a political subdivision of the State of Oregon ("County")
P.O. Box 685
Condon, OR 97823

AND

Gilliam County Sheriff ("Sheriff")
P.O. Box 685
Condon, OR 97823

AND

City of Condon, a municipal corporation of the State of Oregon ("City")
128 S. Main Street
Condon, OR 97823

RECITALS

- A. County and City have the authority under ORS 190.010 to enter into intergovernmental agreements for the performance of functions and activities by each party.
- B. City desires to contract with County, by and through Sheriff, to provide all necessary law enforcement services to City, allowing City to discontinue its own law enforcement agency.
- C. County and Sheriff desire to provide such law enforcement services on the terms and conditions stated in this Intergovernmental Agreement ("IGA").

NOW, THEREFORE, in consideration of the mutual agreements of the parties, the parties agree as follows:

Section 1. County and Sheriff Responsibilities.

- A. Provide law enforcement services to the City, effective July 1, 2018, and ending June 30, 2019. Law enforcement services includes law enforcement coverage for an average of 40 hours per week.

B. Sheriff shall designate one Deputy as the initial point of contact for the City and provide the City with necessary contact information. The Sheriff agrees to provide law enforcement services to the City, including, without limitation, patrol by car and on foot, enforcement of the criminal laws and motor vehicle code of the State of Oregon and the Ordinances of the City of Condon, and the promotion of public safety and investigations. In addition, the Sheriff will employ at least one Deputy Sheriff who will live within the City limits of Condon. The Sheriff agrees to comply with the following requirements to their best of their ability:

- i. The designated Deputy will attend monthly City of Condon City Council meetings when possible. The Deputy will attend the first meeting after this agreement is signed in order to be sworn in by the Council to “uphold the laws of the City of Condon.” If the Deputy is unable to attend the monthly meeting the Deputy will provide a written report of the last month’s activities to the City Administrator for review with City Council.

C. Enforcement of City Ordinances at the direction of the City Council and City Administrator. Sheriff shall take a practical approach to achieving citizen compliance with City Ordinances in an effort to attain the best outcome for the citizens of City and the community at large. Sheriff is encouraged to talk to alleged violators of City code rather than immediately issue citations; however, Sheriff is authorized to perform all essential activities in furtherance of achieving compliance. Such activities include, but are not limited to, investigations regarding code violations, issuing citations for code violations, and court appearances in the prosecution of code violations.

D. For the purpose of facilitating the performance of the said law enforcements services, Sheriff and/or County shall furnish and supply all necessary labor, supervision, equipment, training, communication facilities, and supplies necessary to maintain the level of services to be rendered hereunder.

Section 2. City Responsibilities.

A. City agrees to pay **\$1,750.00** per month for the services provided by this Agreement. Payment shall be made within 30 days after receipt of invoice from County.

B. City shall provide their own attorney if they wish to have legal counsel assist in prosecution of City Ordinance or Code violations.

Section 3. Renewal and Termination. The term of this Agreement shall be for one (1) year, to be extended automatically for succeeding one (1) year terms indefinitely, unless either party delivers written notice to the other not less than sixty (60) days prior to the end of the current term. Such notice may request renegotiation or termination of this Agreement; however, in the event the notice requests termination, the then current term shall extend an additional one hundred twenty (120) days, at which time the termination shall be effective. Notwithstanding any other term or provision of this Agreement, either party may terminate this Agreement by delivery of written notice to the other at least one hundred eighty (180) days prior to the date of termination.

Section 4. Supervision and Control. Sheriff shall have the sole responsibility for and control over the Deputies performing law enforcement duties in the City. For all purpose relevant to this Agreement, the Deputies employed by Sheriff pursuant to this Agreement shall be deemed an employee of the County and not of City.

City agrees to designate the City Administrator to be the person responsible for coordinating the performance of the terms of this Agreement.

City will make available office space in City Hall for use by the resident deputy for their convenience in the performance of law enforcement duties.

Section 5. Grant of Police Authority. City grants the Gilliam County Sheriff and Deputies full municipal police authority for City.

Section 6. Liability and Indemnification. Subject to the limitations of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.260 to 30.300, and the Oregon Constitution, each party agrees to hold harmless, defend, and indemnify each other, including its officers, agents, and employees, against all claims, demands, actions and suits (including all attorney's fees and costs) arising from the indemnitor's performance of this agreement where the loss or claim is attributable to the negligent acts or omissions of that party. Each party shall give the other immediate written notice of any action or suit filed or any claim made against that party that may result in litigation in any way related to this Agreement.

Section 7. Insurance. Each party agrees to maintain insurance levels, or self-insurance in accordance with ORS 30.282, for the duration of this Agreement, at levels necessary to protect against public body liability as specified in ORS 30.270. This agreement is expressly subject to the tort limits and provisions of the Oregon Tort Claims Act (ORS 30.260 to 30.300).

Section 8. Compliance With Laws. Each party agrees to comply with all local, State and Federal ordinances, statutes, laws and regulations that are applicable to the services provided under this agreement.

Section 9. Attorney Fees. In the event of any action or proceeding to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney fees, in addition to costs and disbursement, at arbitration, trial, and on appeal.

Section 10. Final Agreement; Modification. This writing is intended both as the final expression of the agreement between the parties with respect to the included terms and as a complete and exclusive statement of the terms of the agreement. Although this Agreement may be changed by subsequent review, amendment or modification, such changes must be in writing and signed by all three parties' duly authorized representatives.

GILLIAM COUNTY:

Steve Shaffer, Gilliam County Judge
Date: _____

CITY of CONDON:

By: _____
Date: _____

GILLIAM COUNTY SHERIFF:

Sheriff Gary Bettencourt
Date: _____

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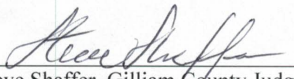
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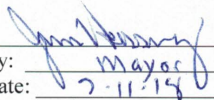
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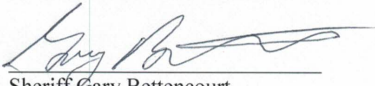
GILLIAM COUNTY:


Steve Shaffer, Gilliam County Judge
Date: 7-11-18

CITY of CONDON:


By: Mayor
Date: 7-11-18

GILLIAM COUNTY SHERIFF:


Sheriff Gary Bettencourt
Date: 7-11-18