

RESOLUTION NO. 5081-12

A RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF DURHAM AND THE CITY OF TUALATIN FOR THE PERFORMANCE OF POLICE SERVICES WITHIN THE CITY OF DURHAM'S BOUNDARIES

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TUALATIN, OREGON, that:

Section 1. The City Council approves and accepts the attached Intergovernmental Agreement between the City of Durham and the City of Tualatin for police services within the City of Durham's boundaries.

Section 2. The Mayor and the City Recorder are authorized and directed to execute the Intergovernmental Agreement on behalf of the City of Tualatin.

INTRODUCED AND ADOPTED this 9th day of January, 2012.

CITY OF TUALATIN, OREGON

BY  _____
Mayor

ATTEST:

BY  _____
City Recorder

APPROVED AS TO LEGAL FORM


CITY ATTORNEY

INTERGOVERNMENTAL AGREEMENT
FOR POLICE SERVICES

Whereas, the City of Durham, a municipal corporation of the State of Oregon ("Durham") wishes to contract with the City of Tualatin, a municipal corporation of the State of Oregon ("Tualatin") for the performance of police services within Durham's boundaries; and

Whereas, Tualatin is willing to provide police services to Durham on the terms and conditions contained in this agreement; and

Whereas, such contracts are authorized by ORS chapter 190.

NOW, THEREFORE, the parties agree as follows:

1. Tualatin agrees to provide police services within the corporate city limits of Durham, 24 hours a day, 7 days per week, 365 days per year. Durham will be included in Tualatin's service area. The police services will encompass the following duties and enforcement functions of the type coming within the jurisdiction of and customarily rendered by the Tualatin Police Department under the Criminal and Traffic statutes of the State of Oregon.
 - (a) Patrol services, both proactive and reactive, within the service area as times permits at the discretion of the on-duty Tualatin Police Supervisor and/or the District Supervisor.
 - (b) Respond to calls for police services originating in or directed to Durham. Response to calls will be made according to priorities established by Interagency Agreement and the Washington County Consolidated Communications Agency.
 - (c) Traffic enforcement.
 - (d) Necessary court time as a result of citations or complaints issued by the Tualatin Police Department officers in Durham.
 - (e) Follow-up investigations, detective work, court time, report writing, mandated training for certified officers, supervision, vehicles, equipment and materials, records management, property/evidence storage, and administration as needed.
2. For the purpose of performing these police services, Tualatin will furnish and supply all necessary labor, supervision, equipment, and supplies necessary to provide such police services.
3. Tualatin will use police officers who are certified by the Oregon State Board on Police Standards and Training to provide police services to Durham

4. Tualatin will provide Durham with a summary of police activities in Durham on a monthly basis and give an annual report/summary to the Durham City Council.
5. Tualatin police officers shall have the authority to and will issue citations for traffic and other offenses they observe, or which they are authorized by law to issue. Violators will be cited into Tualatin Municipal Court, except for cases that Tualatin Municipal Court does not normally handle. Revenues from the court fines shall be determined and agreed upon as provided in the Intergovernmental Agreement for Tualatin Municipal Court services to Durham.
6. As compensation to Tualatin for providing police services to Durham, Durham agrees to pay the following amounts for the next five fiscal years for services as specified in this agreement:

2011-12:	\$110,000
2012-13:	\$113,300
2013-14:	\$116,700
2014-15:	\$120,200
2015-16:	\$123,800

Payment for the first six months of fiscal year 2011-12 will be paid within 30 days of the signing of this agreement. Payments after January 2012 will be paid on a quarterly basis. In addition, Durham shall pay any additional costs from other agencies that Tualatin incurs in providing these services.

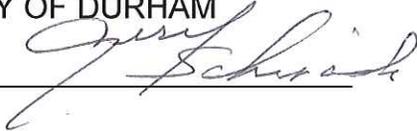
7. No persons employed in the performance of police services and support functions under this agreement for Durham shall be entitled to receive any salary, pension, or any status or rights as a Durham employee, but shall be employees of their respective agencies. Durham shall not direct or control or have the right to direct or control the work of any Tualatin employee
8. Tualatin shall indemnify, defend and hold Durham harmless from any liability for the direct payment of any salaries, wages or other compensation to any Tualatin personnel performing services for Durham under this agreement.
9. Tualatin, its officers, agents, and employees shall not be deemed to have assumed any liability for acts of Durham, or of any Durham officer, agent or employee.
10. Tualatin shall indemnify, hold and save Durham, its officers, agents and employees harmless from any and all claims that arise against Durham, its officers, agents or employees in the performance of the duties required by the terms of this agreement, unless such claims arise as a result of some act or omission by Durham, its officers, agents, employees, or volunteers.
11. Durham shall indemnify, defend, hold and save Tualatin, its officers, agents, and employees harmless from all claims that arise against Tualatin, its officers, agents or employees by reason of any act of Durham, its officers, agents or

employees in the performance of the duties required by the terms of this agreement, unless such claim arises as a result of an act or omission by Tualatin, its officers, agents, or employees.

12. At all times during the term of this agreement, Durham shall secure and maintain, and keep current a policy or policies of general liability insurance in an amount not less than \$2,000,000. Durham shall cause Tualatin to be named as an additional insured on all such policies of insurance. Certificates of such coverage and endorsements evidencing that Tualatin is a named insured shall be provided to Tualatin promptly after execution of this agreement. Such insurance shall not be cancelled, modified, or coverage reduced without providing Tualatin at least 30 days advance written notice.
13. Tualatin shall secure, maintain, and keep current all appropriate general liability policies in an amount not less than \$2,000,000, and shall name Durham as an additional insured on the policies. Certificates of such coverage and endorsement evidencing that Durham is a named insured shall be provided promptly after execution of this agreement. Such insurance shall not be cancelled, modified or coverage reduced without providing Durham at least 30 days advance written notice.
14. This agreement shall be effective retroactive back to July 1, 2011 for a term of five years. Notice would need to be provided by March 31st if there is an intent not to renew the contract for the next fiscal year(s).

CITY OF DURHAM

By



Date

12/16/11

CITY OF TUALATIN

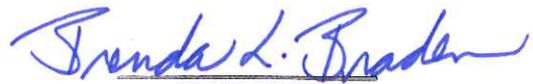
By



Date

12/16/11

APPROVED AS TO LEGAL FORM



CITY ATTORNEY