

RESOLUTION LXXXVI (86)

A RESOLUTION AUTHORIZING AND APPROVING A CONTRACT BETWEEN THE CITY OF WILSONVILLE AND CLACKAMAS COUNTY FOR POLICE PROTECTION.

WHEREAS, the Council desires to provide adequate police services, and the County of Clackamas has made a proposal for such services and compensation for those services appear to be desirable and reasonable; and

WHEREAS, funds for the current fiscal year for such services has been budgeted; and

WHEREAS, the City presently does not have a police services contract, and a contract for such services is necessary if a bilateral agreement is to be made for such program;

BE IT RESOLVED, by the Wilsonville City Council that:


1. A contract between the City of Wilsonville and Clackamas County is authorized for police services to the City according to the terms and provisions of an "AGREEMENT", a copy of which is attached hereto marked exhibit "A" for identification purposes and by this reference and attachment is expressly made a part of this Resolution.

2. The Mayor and City Recorder are authorized to execute and deliver said agreement on behalf of the City of Wilsonville.

Adopted by the Wilsonville City Council at a regular meeting thereof June 13, 1977.

  
WILLIAM G. LOWRIE - Mayor

ATTEST:

  
DEANNA J. THOM - City Recorder

AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of July 1977, by and between Clackamas County, Oregon a political subdivision of the State of Oregon, hereinafter called "County", and City of Wilsonville, a Municipal corporation of the State of Oregon, hereinafter called "City",

WITNESSETH:

WHEREAS, City is desirous of contracting with County for the performance of the hereinafter described law enforcement functions within its boundaries by County through the Sheriff thereof; and

WHEREAS, County is agreeable to rendering such services on the terms and conditions hereinafter set forth;

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS HEREIN CONTAINED, IT IS MUTUALLY AGREED AS FOLLOWS, TO-WIT:

1. County agrees to provide police protection within the corporate limits of City to the extent and in the manner hereinafter set forth. The police services shall encompass duties and enforcement functions of the type coming within the jurisdiction of and customarily rendered by the Sheriff of the County of Clackamas under the statutes of the State of Oregon. Such services shall include those involved in the field of public safety, criminal law enforcement, traffic enforcement, or related fields within the legal power of the Sheriff to so provide.

2. The rendition of such service, 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 in County.

3. For the purpose of performing said functions, County shall furnish and supply all necessary labor, supervision, equipment, communication facilities and supplies necessary to maintain the level of services to be rendered hereunder.

4. County hereby covenants and agrees to hold and save the City and all of its officers, agents and employees harmless from all claims whatsoever that might arise against City, its officers, agents or employees in the performance of the duties to be performed by the County, by the terms of the agreement.

5. County shall make available for the performance of the duties hereunder properly supervised officers, for a minimum of 18 hours per month and a maximum of 20 hours per month, said hours to be in addition thereto to those duties customarily performed by the Sheriff under the obligations and provisions of the State statutes which he now enforces.

a. The Sheriff shall provide patrol within City upon a mutually agreed upon schedule to include every Friday and Saturday as a portion of the 18 hours mentioned above.

b. City shall designate in writing a representative or representatives who would be authorized to request special or emergency patrols or response by the Sheriff.

6. All persons employed in the performance of such services and functions pursuant to this agreement for City shall be County employees, and no person employed hereunder shall have any City pensions, salary or any status or rights under the provisions of City employment.

7. City shall not be called upon to assume any liability for the direct payment of any salaries, wages or other compensation to any County personnel performing services hereunder for City, or any liability other than that provided for in this agreement. Except as otherwise herein specified, City shall not be liable for compensation or indemnity to any County employee for any injury or sickness arising out of his employment.

8. County, its officers and employees, shall not be deemed to have assumed any liability for acts of City, or of any officer, employee or agent thereof, and City hereby covenants and agrees to hold and save County and all of its officers, agents and employees harmless from all claims whatsoever that might arise against County, its officers, agents or employees, by reason of any act of City, its officers, agents and employees. City will secure and maintain throughout the term of this agreement comprehensive liability insurance for City, its officers, employees and agents in form and amount acceptable to County.

9. This agreement shall be effective from the 1st day of July 1977, and shall run through the 30th day of June, 1978, and thereafter until terminated as hereinafter provided. This contract shall be renewed annually, in writing, prior to the start of the fiscal year.

10. City will pay to County for such basic law enforcement services as provided herein at the rate of \$11.40 per hour based upon County billing and accounting of services. Payment for said services are to be made on a quarterly basis.

11. County shall notify, in writing, of any proposed rate adjustment 30 days prior to the proposed adjustment.

12. It is mutually agreed that either party may cancel this agreement for any willful failure or refusal on the part of the other party to faithfully perform the contract according to its terms.

13. It is mutually agreed that in the event the parties to this agreement desire to terminate this contract after the 30th day of June, 1978, they shall give the other party 30 days written notice.

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

CLACKAMAS COUNTY

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Chairman

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Commissioner

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Commissioner

CITY OF Wilsonville

William G. Lovric

Mayor

Deanna Thom

City Recorder

APPROVED BY: \_\_\_\_\_

SHERIFF