

Council Business Meeting

May 4, 2021

Agenda Item	Intergovernmental Agreement Between the City of Ashland and the City of Talent to Provide Police Services	
From	Tighe O'Meara	Police Chief
Contact	Tighe.omeara@ashland.or.us 541-552-2142	

SUMMARY

Staff is seeking Council authorization to enter into an Intergovernmental Agreement (IGA) with the City of Talent to provide police services to the City of Talent.

POLICIES, PLANS & GOALS SUPPORTED

N/A

PREVIOUS COUNCIL ACTION

N/A

BACKGROUND AND ADDITIONAL INFORMATION

The Ashland Police Department (APD) has enjoyed a strong working relationship with the Talent Police Department (TPD) for many years. Recently TPD has run into staffing shortages that have resulted in the City of Talent contracting with the City of Ashland Police (as well as other agencies) to provide police coverage on a shift-by-shift basis. The City of Talent wishes to further this relationship by contracting with the City of Ashland to cover 12 hours a day of police service coverage within the City of Talent. The services provided would be traditional patrol officer coverage, response to criminal complaints, traffic enforcement, etc. The proposed IGA would also give access by TPD officers to the APD first line supervisors as needed (when TPD management is not available), as well as access to the APD detectives as needed and access to APD training.

APD currently has 28 sworn officers. This staffing level allows us to have a minimum staffing level of a supervisor and two officers on duty at all times. Entering into this IGA will require APD to hire two more sworn officers. Those two new officers would represent our commitment to providing one officer to patrol Talent for 12 hours a day. This would also allow APD to realize a net gain one additional patrol officer in Ashland for one 12 hour shift per week. This IGA will not deteriorate the staffing levels available to the City of Ashland. APD staffing for handling Ashland police calls will remain at a supervisor and two officers.

This is a potential initial step toward exploring whether it would be mutually beneficial for the City of Ashland to assume all responsibility for policing the City of Talent.

FISCAL IMPACTS

The City of Talent proposes to pay the City of Ashland \$375,000 per year (\$31,250 per month) for these services. The two additional officers APD will hire will cost approximately \$253,000 per year to employ. The remaining \$122,000 per year represents the additional services that APD has agreed to provide (access to detectives, on-duty supervisors, and training). These additional services are hard to quantify, this money is intended to cover the additional expenses, as well as make it financially beneficial to the City of Ashland to pursue this agreement. The city's budget, as presented, assumes that this agreement is in place. Also, the City of Talent has agreed to be open to the possibility of increasing the amount paid for police services to \$400,000 per year if the funding becomes available and the service levels provided by APD warrant the additional funds.

STAFF RECOMMENDATION

Staff recommends that Council authorizes the City Manager Pro Tem to enter into the IGA.

ACTIONS, OPTIONS & POTENTIAL MOTIONS

I move to authorize the City Manager Pro Tem to enter into an IGA between Ashland and Talent for police services as described in this council communication and in the attached IGA.

REFERENCES & ATTACHMENTS

Attachment 1: Intergovernmental Agreement between the City of Ashland and City of Talent for Law Enforcement Services and Training

AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE CITY OF TALENT, OREGON,
AND
THE CITY OF ASHLAND, OREGON,
FOR
THE PROVISION OF LAW ENFORCEMENT SERVICES AND TRAINING

This Amended and Restated Intergovernmental Agreement (hereinafter the “Agreement”) is made and entered into by and between the City of Talent, an Oregon municipal corporation (hereinafter “Talent”), and the City of Ashland, an Oregon municipal corporation (hereinafter “Ashland”), collectively referred to hereinafter as the “Parties.”

RECITALS

- A. Talent is a municipal corporation that provides law enforcement services to its citizens; and
- B. Talent is currently experiencing a shortage in staffing within its police department; and
- C. Talent wishes to obtain law enforcement services and law enforcement training services from Ashland’s police department as needed by Talent; and
- D. Ashland has the capacity to provide such law enforcement services and law enforcement training services to Talent on the terms and conditions as set forth in this Agreement; and
- E. The Parties previously entered into an intergovernmental agreement effective August 25, 2020 (hereinafter the “Original Agreement”) in order for Ashland to provide law enforcement services to Talent; and
- F. The Parties amended the Original Agreement effective March 15, 2021 (hereinafter “Amendment No. 1”) in order for Ashland to provide Patrol Training Officer services to Talent’s entry-level peace officers; and
- G. The Parties desire to amend, restate, and replace the Original Agreement, including Amendment No. 1, in its entirety to allow Ashland to provide law enforcement services for twelve (12) hours each day; and
- H. This Agreement is entered into pursuant to ORS 190.010.

AGREEMENT

NOW THEREFORE, in consideration of the mutual benefits and obligations set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. EFFECTIVE DATE; TERM. This Agreement shall become effective on June 1, 2021 (the “Effective Date”) and, unless terminated in accordance with Section 6, Termination, shall continue in full force and effect for a period of five (5) years from the Effective Date (“Term”).

2. ASHLAND’S RESPONSIBILITIES. Ashland agrees to provide law enforcement services within the corporate limits of the City of Talent each day during the Term of this Agreement and Patrol Training Officer services to Talent’s entry-level peace officers as follows:
 - a. The law enforcement services provided by Ashland shall encompass all of those duties and functions of the type coming within the jurisdiction of and customarily rendered by a municipal police department. The law enforcement services provided to Talent pursuant to this Agreement shall be comparable to those services provided by the Ashland Police Department (hereinafter “APD”) within the corporate limits of the City of Ashland.

 - b. The law enforcement services provided by Ashland shall include investigations and enforcement related to all aspects of public safety, criminal law enforcement, traffic law enforcement, municipal code enforcement, and related fields within the legal power of a municipal police department in the State of Oregon. The law enforcement services shall be provided in conformance with the standards generally accepted within the policing profession.

 - c. The law enforcement services provided by Ashland shall include the enforcement of all criminal offenses, infractions, and traffic offenses set forth in the Oregon Revised Statutes and in the Talent Municipal Code.

 - d. An Ashland peace officer and patrol car shall be assigned to work in Talent twelve (12) hours a day, from 7 p.m. until 7 a.m. unless other mutually agreed upon times are decided. If other mutually agreed upon times of coverage are decided upon, said hours must equal 12 cumulative hours of coverage per 24hour period.

 - e. Properly supervised peace officers that have satisfied the Oregon Department of Public Safety Standards and Training certification requirements (except for reserve officers/cadets, animal control officers, and volunteers), shall provide all law enforcement services to Talent. Ashland shall furnish all other necessary labor, supervision, equipment, communications equipment, and supplies, with the exception of the marked patrol vehicle as set forth in Section 3.c., to maintain a

satisfactory level of law enforcement services pursuant to this Agreement.

- f. The provision of law enforcement services by Ashland peace officers will be subject to the APD's standards of performance and Ashland's operational policies. Ashland peace officers will at all times be under the control and supervision of the APD.
- g. Ashland will provide supervision to on-duty Talent peace officers, via telephone or other means of communication, as needed when Talent supervisors are not available and if Ashland has the operational capacity to provide such supervision.
- h. Ashland shall also provide Patrol Training Officer (hereinafter "PTO") services to Talent's entry-level peace officers within both the corporate limits of Ashland and the corporate limits of Talent, at Talent's request and when operationally feasible for Ashland. Talent will reimburse Ashland for any incentive pay to which PTO staff members are entitled when acting in the capacity as a PTO for Talent. Such training of Talent's peace officers may be conducted within the corporate limits of the City of Ashland. To assist in the training of Talent's entry-level peace officers under this Agreement, Talent peace officers participating in training shall be designated by Ashland's City Manager as Code Compliance Officers, as defined in Chapter 1.08 of the Ashland Municipal Code, and shall be entitled to enforce any and all provisions of the Ashland Municipal Code when being trained by and under the supervision of a PTO employed by Ashland and when such training occurs within the corporate limits of the City Ashland.
- i. Ashland shall invite peace officers employed by Talent to participate in APD training sessions, at no cost to Talent.
- g. Ashland shall provide detectives to investigate cases under the jurisdiction of Talent when requested to do so by Talent and when operationally feasible for Ashland.
- j. When requested to do so by Talent, and when operationally feasible for Ashland, Ashland shall provide additional uniformed police coverage for times usually covered by Talent officers. In such instances, Talent will pay Ashland an additional \$114.00 (one hundred and fourteen dollars) per hour of shift coverage and an Ashland officer will be assigned to patrol and respond to calls for service within Talent in an Ashland police vehicle.

3. TALENT'S RESPONSIBILITIES. Talent agrees to be responsible for the following obligations pursuant to this Agreement:

- a. Talent shall pay compensation to Ashland for services provided under this Agreement in the amounts and in the manner as set forth in Section 4 of this Agreement.

- b. Talent shall provide adequate office space located at 604 Talent Avenue, Talent, Oregon, for Ashland peace officers to use as a police substation. This office space shall include a restroom, a working telephone, and Internet access. The office space and all associated amenities shall be provided at no charge to Ashland.
- c. While a Talent officer is assigned to training with an Ashland PTO, Talent shall provide one marked patrol vehicle for use with training, in good working order. The patrol vehicle shall be equipped with a functioning mobile data computer (MDC) and all reasonably necessary emergency equipment, as determined by Ashland in its sole discretion.

4. COMPENSATION.

- a. As compensation for the law enforcement services provided pursuant to this Agreement, Talent agrees to pay Ashland the sum of \$31,250.00 (thirty-one thousand, two hundred and fifty dollars) per month throughout the Term of this Agreement. The rate shall be pro-rated if the services begin or end mid-month.
- b. Compensation shall be due and payable by the 10th day of the month for all law enforcement services provided during the previous month. (For example, payment for Services provided during the month of July will be due by August 10.)
- c. The amount of compensation to be paid by Talent pursuant to this Agreement shall be adjusted each July 1, beginning on July 1, 2022, by any cost of living adjustment set forth in the applicable Collective Bargaining Agreement between the City of Ashland and the Ashland Police Association. However, in no event shall the amount of compensation be increased by more than five percent (5% during any twelve (12) month period beginning on July 1.

5. EMPLOYEES. All Ashland employees employed in the performance of this Agreement shall remain employees of Ashland, and Ashland shall remain fully responsible for all wages, taxes, assessments, fees, premiums, wage withholdings, direct and indirect compensation, benefits, insurance, and any other related employer obligations with respect to its own employees. Ashland will remain exclusively responsible for the supervision, oversight, and discipline of its employees.

6. TERMINATION.

- a. Mutual Consent. This Agreement may be terminated at any time by the mutual consent of the Parties.
- b. Convenience. This Agreement may be terminated by either party at any time upon not less than one hundred and eighty (180) days' prior written notice to the other party.

- c. For Default or Breach. Either party may terminate this Agreement in the event of a breach of any term of the Agreement by the other. Prior to such termination, the party seeking termination shall give to the other party written notice of the breach and its intent to terminate. If the party committing the breach has not entirely cured the breach within fifteen (15) calendar days of the date of the written notice, or within such other period as the party giving the notice may authorize in writing, then this Agreement may be terminated at any time thereafter by a written notice of termination by the party giving notice.
 - d. Termination will not impact Talent's obligations to pay compensation on a pro-rata basis for all law enforcement and training services provided by Ashland through the date of termination. Termination will not impact the indemnification obligations of either party as set forth in Section 11.
7. NOTICE. Whenever notice is required or permitted to be given under this Agreement, such notice shall be given in writing to the other party: by personal delivery; by sending via a reputable commercial overnight courier; or by sending via United States mail, return receipt requested, postage prepaid, to the address or addresses set forth below:

If to Ashland:

City of Ashland Police Department
Attention: Chief Tighe O'Meara
1155 East Main Street
Ashland, Oregon 97520

With a copy to:

City of Ashland Legal Department
20 East Main Street
Ashland, Oregon 97520

If to Talent:

City of Talent Police Department
Attention: Chief Jennifer Snook
604 Talent Avenue
Talent, OR 97540

With a copy to:

Talent City Manager
P.O. Box 445
110 East Main Street
Talent, Oregon 97540

Any notice shall be effective as follows: upon delivery if given by personal delivery; five (5) business days after sending if sent via a reputable commercial overnight courier; or five (5) business days after sending if sent via United States mail, return receipt requested, postage prepaid.

8. GOVERNING LAW. This Agreement shall be governed by the laws of the State of Oregon. Exclusive venue for litigation of any action arising under this Agreement shall be in the Circuit Court of the State of Oregon for Jackson County, unless exclusive jurisdiction is in federal court, in which case exclusive venue shall be in the federal district court for the District of Oregon. Each party expressly waives any and all rights to maintain an action under this Agreement in any other venue, and expressly consents that, upon motion of the other party, any case may be dismissed or its venue transferred to comply with this section.
9. COMPLIANCE WITH LAWS. Both Talent and Ashland shall comply with all Federal, State, and local laws applicable to the law enforcement services and other obligations to be performed pursuant to this Agreement.
10. INSURANCE. Talent shall, at its own expense, obtain and maintain during the entire Term of this Agreement a policy or policies of liability insurance, including commercial general liability insurance with a combined single limit, or the equivalent, of not less than \$2,000,000 (two million dollars) per occurrence for Bodily Injury, Death, and Property Damage. Talent shall name the City of Ashland and its officers, agents, employees, and elected officials as additional insureds for purposes of this Agreement.
11. MUTUAL INDEMNIFICATION. Subject to the Oregon Constitution and the Oregon Tort Claims Act, each party to this Agreement agrees to indemnify, defend, and hold the other party and its officers, employees, and agents harmless from and against all claims, damages, losses and expenses, including but not limited to attorney fees, resulting from or arising out of the negligence of the other. Neither party shall be liable for any claims, damages, losses, or expenses caused solely by the other party's negligent or wrongful acts related to performance or failure to perform under this Agreement. Neither party to this Agreement will be required to indemnify or defend the other party for any liability arising solely out of the wrongful acts of a third party, or a third party's officers, employees, or agents.
12. AMENDMENTS. This Agreement may be amended only by written instrument signed and executed by both Parties.
13. ASSIGNMENT. Neither party may assign this Agreement, in whole or in part, or any right or obligation hereunder, without prior written approval of the other party.
14. WAIVER. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach thereof. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that instance or any other instance.
15. SEVERABILITY. In the event any provision or portion of this Agreement is held to be unenforceable or invalid by any court of competent jurisdiction, the remainder of this Agreement shall remain in force and shall in no way be affected or invalidated thereby.

16. FORCE MAJEURE. Neither party to this Agreement shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's officers, employees or agents.
17. ENTIRE AGREEMENT. This Agreement, including any attachments or exhibits, constitutes the full and complete understanding and agreement between the Parties regarding the provision of law enforcement services and law enforcement training services provided by Ashland to Talent. This Agreement supersedes all prior agreements, contracts, negotiations, promises, and representations between the Parties, whether written or oral, with regard to the subject matter hereof, including, without limitation, the Original Agreement and Amendment No. 1, both of which shall be deemed null and void and of no further force and effect following the Effective Date of this Agreement.

IN WITNESS WHEREOF the Parties have caused this Agreement to be signed in their respective names by their duly authorized representatives as of the dates set forth below.

CITY OF ASHLAND, OREGON

By: _____

Printed Name: Adam Hanks

Title: City Manager Pro Tem

Date: _____

CITY OF TALENT, OREGON

By: _____

Printed Name: Jamie McLeod-Skinner

Title: Interim City Manager

Date: _____