



RESOLUTION NO. 7244

A RESOLUTION AUTHORIZING THE CITY OF ALBANY POLICE DEPARTMENT TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH OREGON STATE UNIVERSITY (OSU) FOR LAW ENFORCEMENT SERVICES

WHEREAS, ORS 190.003 et. seq. provides for intergovernmental cooperation in the interest of furthering economy and efficiency of local units of government; and

WHEREAS, ORS 190.003 for purposes of such intergovernmental cooperation defines a unit of local government as including a county, city, district, or other public corporation, commission, authority, or entity organized and existing under statute or county or city charter; and

WHEREAS, ORS 190.010 provides that a unit of local government may enter into a written agreement with any other unit or units of local government for the performance of any or all functions and activities that are party to the Agreement, its officers or agencies have authority to perform; and

WHEREAS, OSU has requested additional law enforcement personnel from local agencies to coordinate and assist with crowd control, traffic control, and other law enforcement services; and

WHEREAS, the Albany Police Department (APD) has agreed to provide law enforcement personnel to assist with the security of OSU, the teams, patrons, visitors, and surrounding community; and

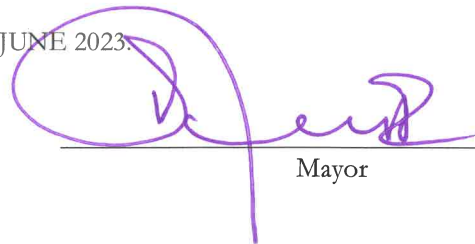
WHEREAS, staffing these events is voluntary for APD sworn personnel; and

WHEREAS, staffing OSU events will not have a negative impact on the APD minimum staffing requirements; and

WHEREAS, OSU will reimburse the City of Albany for all APD personnel costs incurred while staffing events.


NOW, THEREFORE, BE IT RESOLVED by the Albany City Council that the police chief is authorized to enter into an Intergovernmental Agreement, Attachment A, with OSU, and that the police chief is authorized to sign the agreement and all related documents.

DATED AND EFFECTIVE THIS 14TH DAY OF JUNE 2023.

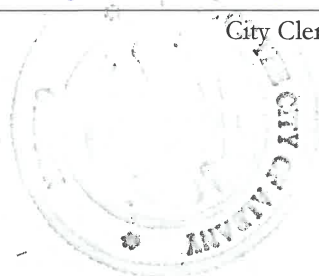


Mayor

ATTEST:



City Clerk



INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement is entered into, by and between the Albany Police Department (“Agency”) and Oregon State University for its Department of Public Safety (“OSU”), individually the “Party” and collectively the “Parties.”

RECITALS

WHEREAS, OSU hosts athletic contests and other major events in Corvallis, Oregon drawing crowds in the tens of thousands to the OSU Corvallis campus; and

WHEREAS, OSU has need for additional law enforcement personnel to coordinate with and assist OSU Department of Public Safety with crowd control, traffic control and other law enforcement services to ensure the security and safety of OSU, the teams, patrons, visitors, and surrounding community; and

WHEREAS, in addition to athletic contests and other major events, OSU may request specialized training from the Agency; and

WHEREAS, ORS 190.010 provides that units of local government may enter into agreements for the performance of any and all functions and activities that any party to the agreement, its officers, or agents have the authority to perform; and

WHEREAS, Agency has the requisite expertise and resources to provide the services required by OSU and has agreed to provide such services under the terms and conditions outlined in this Agreement.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. TERM AND TERMINATION

1.1. This Agreement shall be effective from the date of last signature below and expires on **June 30, 2024**. This Agreement may be reviewed and resigned for additional, one-year periods by mutual agreement of the Parties through written amendment of this Agreement executed by the Parties no later than the expiration date of the Agreement. This is the third year of the Agreement that shall not exceed ten (10) years cumulative.

1.2. This Agreement may be terminated at any time by mutual consent of both Parties or by either Party upon thirty (30) days' written notice to the other Party. In the event of termination, OSU shall pay Agency for services performed under the Agreement prior to the date of termination.

2. AGENCY RESPONSIBILITIES

2.1. Agency shall provide uniformed law enforcement personnel and resources to provide services, which include but are not limited to crowd control, traffic control and other law enforcement services requested by OSU and agreed to by Agency.

2.2. Unless otherwise specified, Agency shall coordinate required services and resource needs and allocation with OSU.

- 2.3. Agency may assign a sworn law enforcement supervisor to events where Agency personnel and resources are assigned. It is expressly understood that if Agency assigns a sworn law enforcement supervisor to an event, Agency personnel and resources assigned under this Agreement shall be under the direct supervision and control of the assigned Agency supervisor.
- 2.4. Agency shall provide its personnel with supplies, equipment and vehicles in order to perform the required services. Agency will be responsible for the care, maintenance, repair and replacement of Agency's supplies, equipment and vehicles.
- 2.5. Agency shall reserve the right to temporarily withdraw any or all Agency personnel and resources assigned hereunder in the event an emergency situation arises requiring Agency's services. Agency agrees to make a good faith effort to deploy other resources to the emergency situation before withdrawing personnel and resources pursuant to this Agreement. In the event of a withdrawal, Agency agrees to provide as much notice as possible to OSU, if any.

3. OSU RESPONSIBILITIES

- 3.1. OSU shall make a good faith effort to identify services needed for events and notify Agency of the need at least thirty (30) days prior to the first day of the event.
- 3.2. OSU shall coordinate with Agency in determining the appropriate personnel and resources required for the event.
- 3.3. OSU shall use its best efforts to update and inform Agency of any changes to requirements or schedule of events as soon as practicable.
- 3.4. OSU, at its sole discretion, may remove and exclude, at any time and for any reason, any Agency personnel from performing work under this Agreement for any current and future events.

4. MUTUAL RESPONSIBILITIES

- 4.1. Parties agree to collaborate, coordinate, and communicate to foster the safety and security of the Parties and the public.

5. COMPENSATION

- 5.1. Parties shall mutually agree on resources required for each event and OSU shall approve of the estimated costs prior to performance.
- 5.2. OSU will approve use of and estimated costs of any additional Agency personnel and resources that are required for an event prior to performance.
- 5.3. Agency shall charge OSU for Agency personnel and resources used to provide services under this Agreement in accordance with rates listed in Exhibit A.

6. PAYMENT

6.1. Agency will provide an itemized invoice for each separate event to OSU within thirty (30) days of the final day of the event. Invoice itemized detail shall include the following:

- Date and name of event
- Classification of personnel rate
- Number of Agency personnel and their classification
- Number of hours
- Extended amount
- Total amount

6.2. Agency shall submit invoices to OSU either:

Electronically to:

Susan.sutherland@oregonstate.edu

Or

Physically to:

Department of Public Safety
Oregon State University
601 SW 17th Street
Corvallis, OR 97333

6.3. Payment of invoices is subject to OSU's review and approval. In the event OSU believes there is a discrepancy in the invoice, OSU shall immediately notify Agency of such discrepancy; and, if Agency is in agreement, the Parties will annotate and correct their versions of the invoice and the adjusted amount shall be due to Agency.

6.4. OSU shall pay undisputed invoices within thirty (30) to forty-five (45) days from the date OSU receives the invoice. After forty-five (45) days, Agency may assess overdue account charges up to a maximum of two-thirds of one percent (2/3 of 1%) per month or eight percent (8%) per annum on the outstanding balance pursuant to ORS 293.462. Agency shall look solely to OSU for payment of all amounts OSU owes to Agency.

6.5. OSU may request additional supporting documentation from Agency prior to approving payment of any invoice. Agency will provide additional supporting documentation, if any, in a timely manner.

7. AMENDMENTS

No waivers, consent, modification or change of provisions to this Agreement shall be effective unless it is in writing and signed by authorized representatives of the Parties.

8. INDEMNIFICATION

Each Party shall indemnify and hold the other Party and its officers, board members, employees, agents, and other representative harmless from any liability, claims, losses, injury, demand, expenses, or lawsuits and actions arising from their respective activities while performing services under this Agreement.

9. CONTRIBUTION

If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third-Party Claim") against a Party (the "Notified Party") with respect to which the other Party ("Other Party") may have liability, the Notified Party shall promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third-Party Claim, and to defend a Third-Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third-Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third-Party Claim.

With respect to a Third-Party Claim for which the Parties are jointly liable, each Party shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Party in such proportion as is appropriate to reflect the Parties' relative fault. The Parties' relative fault shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Each Party's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if that Party had sole liability in the proceeding.

10. INSURANCE

Each Party shall maintain adequate levels of liability insurance or self-insurance for liability arising out of the acts, omissions or negligence of the Party's officers, board members, employees and agents, subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300 and the Oregon Constitution Article XI, Section 7.

11. THIRD PARTY BENEFICIARY

OSU and Agency are the only Parties to this Agreement and are the only Parties to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third parties.

12. WAIVER

Failure of either Party to enforce any provision of this Agreement will not constitute a waiver or relinquishment by the other Party of the right to such performance in the future nor of the right to enforce any other provision of this Agreement.

13. SEVERABILITY

If any provision of this Agreement is determined to be invalid, illegal or unenforceable, the remaining provisions of this Agreement remain in full force and effect if the essential terms and conditions of this Agreement for both Parties remain valid, legal and enforceable.

14. DISCRIMINATION

The Parties agree not to discriminate on the basis of race, religion, sex, color, national origin, family status, marital status, sexual orientation, gender identity or expression, age, source of income, veteran's status, or mental or physical disability in the performance of this Agreement or in employment by OSU or the Agency.

15. COMPLIANCE WITH APPLICABLE LAW

The Parties shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to work performed under this Agreement.

16. MERGER

This Agreement and exhibit referenced herein constitute the entire Agreement between the Parties. There are no understandings, agreements or representations, oral or written, not specified herein regarding this Agreement.

17. COURT OF JURISDICTION

The laws of the State of Oregon will govern the validity of this Agreement, its interpretation and performance, and other claims related to it. Venue for litigation will be in the Circuit Courts in and for Linn County, Oregon.

18. SIGNATURES

Each Party, by signatures below of their authorized representatives, acknowledge having read and understood the Agreement and agree to be bound by its terms and conditions.

Agency

Acknowledged by:

Peter Troedsson
City Manager
City of Albany

Date

OSU

Acknowledged by:

Shanon K Anderson
Associate Vice President for Public Safety and
Chief of Police
Oregon State University Police Department

Date

APPROVED AS TO FORM

Acknowledged by:

M. Sean Kidd
City Attorney

Date

EXHIBIT A
AGENCY RATES FOR SERVICES

Agency Services Rates as of Fiscal Year 2023-2024 are listed below:

| Personnel | Salary \$ per hour | Overtime \$ per hour |
|---------------------------|---------------------------|-----------------------------|
| Community Service Officer | \$66.02 | \$76.17 |
| Police Officer | \$76.65 | \$91.83 |
| Police Sergeant | \$87.03 | \$107.13 |
| Police Lieutenant | \$95.37 | \$119.41 |