



## City of Nehalem

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Nehalem, OR 97131

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### Intergovernmental Agreement

#### City of Nehalem & City of Manzanita

#### Police Coverage for Fiscal Years 2021/2022-2023/2024

**THIS AGREEMENT**, dated this \_\_\_\_ day of \_\_\_\_\_, 2021, between the CITY OF NEHALEM, a municipal corporation of the State of Oregon, hereinafter referred to as "Nehalem," and the CITY OF MANZANITA, a municipal corporation of the State of Oregon, hereinafter referred to as "Manzanita:"

**WHEREAS**, Nehalem and Manzanita have agreed that the public would be better served by Manzanita providing Nehalem with police coverage and Nehalem paying Manzanita for such service;

**WHEREAS**, because of this cooperation, greater police protection will be available to both communities; and

**WHEREAS**, it is understood that the Tillamook County Sheriff's Office provides primary police protection to the City of Nehalem.

**THEREFORE**, and as authorized by ORS Chapter 190, it is agreed to as follows:

#### Article I. Terms

- 1.1 **Terms.** Manzanita shall provide supplemental police service to Nehalem from July 1, 2021, through June 30, 2024. Manzanita will maintain an active police department and provide Nehalem with the following police services: Provide twenty (20) hours per month coverage for neighborhood patrols, traffic and other routine patrols, emergency response, and other associated duties such as assisting in Tillamook County Sheriff's Office investigations, reporting and court appearances. Nehalem agrees to pay Manzanita the sum of Eighteen Thousand Seven Hundred and Twenty dollars and no cents (\$18,720.00), by January 31, of each year of this agreement for police services, calculated at the hourly rate of Seventy Eight dollars and no cents (\$78.00). In addition to the annual contract payment, Nehalem will reimburse Manzanita for actual costs associated with required court appearances by law enforcement officials of Manzanita, if such appearances are resultant from this Agreement.
- 1.2 **Termination of Agreement.** Either Nehalem or Manzanita may terminate this Agreement upon three (3) months prior written notice. A prorated amount left over shall be returned to Nehalem, if applicable. However, Nehalem shall be responsible for the costs of any court appearances or other requirements or obligations upon Manzanita in its performance of this Agreement in the period prior to termination.

**Article II. Conditions**

- 2.1 Manzanita shall provide a monthly written activity report to Nehalem, covering police services and/or other activities performed within the Corporate Boundaries of Nehalem.
- 2.2 Nehalem designates all recognized law enforcement officers of Manzanita as duly authorized law enforcement officers of Nehalem and grants to them authority to perform law enforcement activities within the Corporate Limits of Nehalem and enforce the ordinances of Nehalem, as well as the laws of the State of Oregon.
- 2.3 All revenue generated by Manzanita under this Agreement, after court costs, including court fines for citations and bail forfeitures, shall be the property of Nehalem. Nehalem authorizes that all citations, complaints, etc., may be issued to the Manzanita Municipal Court, Tillamook County Justice Court, or Circuit Court of the State of Oregon, as may be appropriate.
- 2.4 There will be no transfer of personnel under this Agreement, nor transfer of possession or title to real or personal property.

**Article III. Liability**

- 3.1 To the extent permitted by Article XI of the Oregon Constitution and by the Oregon Tort Claims Act, each party shall indemnify, within the limits of the Tort Claims Act, the other party against all claims, demands, losses, damages, injuries, costs, attorney fees, expenses, causes of action, judgments, penalties (contractual or otherwise) or other liability arising from any aspect covered by this Agreement; save and except for the willful or fraudulent misconduct by either party.
- 3.2 Should suit be filed to enforce or interpret this Agreement, the prevailing party shall be entitled to such attorney fees and costs as the trial court, or if an appeal is filled, the appellate court, shall determine to be reasonable.

**Article IV. Savings**

- 4.1 Should any portion of this Agreement be rendered ineffective by action of a Court of Competent Jurisdiction, the remaining parts shall remain in full force and effect.

**CITY OF NEHALEM**

**CITY OF MANZANITA**

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*Bill L. Dillard, Jr., Mayor*

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*Michael Scott, Mayor*

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*Dale Shafer, City Manager*

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*Leila Aman, City Manager*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*

