

INTERGOVERNMENTAL COOPERATIVE AGREEMENT

City of Manzanita - City of Wheeler

POLICE COVERAGE FOR FISCAL YEAR 2021/22-2023/24

THIS AGREEMENT, dated this _____ day of _____, 2021, between the CITY OF MANZANITA, a municipal corporation of the State of Oregon, hereinafter referred to as "Manzanita", and the CITY OF WHEELER, a municipal corporation of the State of Oregon, hereinafter referred to as "Wheeler";

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

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 Wheeler;

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

1. Manzanita shall provide supplemental police service to Wheeler through June 30, 2024. Manzanita will maintain at least a one person police department and provide Wheeler with the following police service: providing 15 hours per month coverage for traffic enforcement, routine patrol, emergency response, and other associated duties such as assisting in Tillamook County Sheriff's Office investigations, reporting and court appearances.
2. Manzanita through its Manzanita Department of Public Safety shall provide a monthly written activity report to Wheeler covering police activities.
3. Wheeler designates all members of the Manzanita Department of Public Safety as duly authorized officers of Wheeler and grants to them authority to perform law enforcement activities within the limits of Wheeler and enforce the ordinances of Wheeler, as well as the laws of the state of Oregon.
4. Wheeler agrees to pay Manzanita the annual sum of \$14,020.00 by January 31st of each year of this agreement for police service. In addition to the annual contract payment, Wheeler will reimburse Manzanita for actual cost associated with required Court appearances by Manzanita Department of Public Safety personnel.
5. It is the responsibility of Manzanita to provide the remaining funds for its Manzanita Department of Public Safety in performance of its duties.

6. All revenue generated by the Manzanita Department of Public Safety under this agreement, after court costs, including court fines for citations and bail forfeitures, shall be the property of Wheeler. Wheeler 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.

7. There will be no transfer of personnel under this agreement nor transfer of possession or title to real or personal property.

8. The parties agree to submit to binding arbitration and to arbitrate all claims, disputes and questions arising out of, or related to, this agreement. The merits of any claims or disputes shall be arbitrated. Questions of interpretation of any clause of this agreement, including this arbitration clause, shall be arbitrated. The arbitrator shall decide all questions of law pursuant to Oregon law.

All arbitration shall be conducted by the American Arbitration Association at Tillamook, Oregon, in accordance with its rules, except to the extent modified herein.

Notice of intention to arbitrate shall be given by certified mail to the other parties and the arbitrator within 30 calendar days of an incident or event from which the issue arises. A hearing shall be held by the arbitrator within 10 calendar days of the date of notice of arbitration. The award of the arbitrator shall be made within 10 calendar days of the hearing and shall be final and binding upon the parties. Judgment, including injunctive relief, may be entered upon its award in the Tillamook County, Oregon, Circuit Court. Expenses incident to the service of the arbitrator shall be borne equally by the parties and each party shall bear its own expenses.

IN WITNESS WHEREOF, THE PARTIES HAVE CAUSED THIS AGREEMENT TO
BE EXECUTED BY THEIR RESPECTIVE OFFICERS

City of Manzanita

A Municipal Corporation

Mayor _____

City Manager _____

Date _____

City of Wheeler

A Municipal Corporation

Mayor _____

City Manager _____

Date _____

