



INTERGOVERNMENTAL COOPERATIVE AGREEMENT

City of Manzanita - City of Wheeler

POLICE COVERAGE FOR Fiscal Years 2025–2028

THIS AGREEMENT, dated this 1st day of July 2024, the “Effective Date,” 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:

Article 1 – Terms

- 1.1. Manzanita shall provide supplemental police services to Wheeler from the Effective Date through June 30, 2028, hereinafter referred to as the “Term.” Manzanita will provide Wheeler with the following police services: providing 15 hours per month of 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, collectively referred to as “Police Activities.”
- 1.2. Termination of Agreement. Either Wheeler or Manzanita may terminate this Agreement upon three (3) months prior written notice. A prorated amount left over shall be returned to Wheeler, if applicable. However, Wheeler shall be responsible for the costs of any court appearances or other



requirements or obligations upon Manzanita in its performance of this Agreement during the Term.

Article II – Conditions

2.1 Manzanita shall provide a monthly written activity report to Wheeler covering Police Activities performed in Wheeler during that month.

2.2 Wheeler designates all members of the Manzanita Department of Public Safety its duly authorized officers of Wheeler and grants to them authority to perform Police Activities within the limits of Wheeler and enforce the ordinances of Wheeler, as well as the laws of the state of Oregon.

Wheeler agrees to pay Manzanita the annual sum of \$21,700 by January 31st of each year of this Agreement, hereinafter referred to as the “Annual Payment” for the performance of Police Activities. The Annual Payment will increase annually by the greater of: (a) 5%; or (b) the percentage increase in the Consumer Price Index for all Urban Consumers on each anniversary of the Effective Date. In addition to the Annual Payment, Wheeler will reimburse Manzanita for actual cost associated with required court appearances by Manzanita Department of Public Safety personnel.

2.3 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.

2.4 There will be no transfer of personnel under this Agreement nor transfer of or title to real or personal property. Members of the Manzanita Department of Public Safety will preserve all employee benefits associated with their employment with Manzanita.

2.5 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.

2.6 All arbitration shall be conducted by the American Arbitration Association in Tillamook, Oregon, in



accordance with its rules, except to the extent modified herein.

2.7 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 arbitration 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 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.

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, 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 filed, the appellate court, shall determine to be reasonable.

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

City of Manzanita

City of Wheeler

Signature

Signature



CITY OF MANZANITA

P.O. Box 129, Manzanita, OR 97130-0129
Phone (503) 368-5343 | Fax (503) 368-4145 | TTY Dial 711
ci.manzanita.or.us

Printed Name and Title

Printed Name and Title

DRAFT