

**INTERGOVERNMENTAL AGREEMENT**  
**Between**  
**MARION COUNTY and THE CITY OF SALEM**  
**By and through the**  
**WILLAMETTE VALLEY COMMUNICATION CENTER**

**1. PARTIES TO AGREEMENT**

This Agreement between the City of Salem, a municipal corporation, by and through the Willamette Valley Communication Center, hereafter called Agency, and Marion County, a political subdivision of the state of Oregon, hereafter called County, is made pursuant to ORS 190.010 (Cooperative Agreements).

**2. PURPOSE/STATEMENT OF WORK**

The purpose of this Agreement is to establish the terms and conditions under which the Agency will provide communication and dispatch services during the St. Paul Rodeo. These services are further described in Section 5.

**3. TERM AND TERMINATION**

- 3.1 This Agreement shall be effective for the period beginning on July 2, 2019 through and including July 6, 2019, unless sooner terminated or extended as provided herein.
- 3.2 This Agreement may be extended for an additional period of one year by written agreement of the parties.
- 3.3 This Agreement may be terminated by mutual consent of both parties at any time or by either party upon thirty (30) days' prior notice in writing, and delivered by mail or in person. Any such termination of this Agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.
- 3.4 County may terminate this Agreement effective upon delivery of written notice to Agency or at such later date as may be established in the written notice, under any of the following conditions:
  - a. If funding from federal, state, or other sources is not obtained or continued at levels sufficient to allow for the purchase of the indicated quantity of services. This Agreement may be modified to accommodate a reduction in funds.
  - b. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement or are no longer eligible for the funding proposed for payments authorized by this Agreement.

- c. If any license, certificate, or insurance required by law or regulation to be held by Agency to provide the services required by this Agreement is for any reason denied, revoked or not renewed.
- d. If Agency fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
- e. If Agency fails to perform any of the provisions of this Agreement or so fails to pursue the work as to endanger the performance of this Agreement in accordance with its terms and after written notice from County, fails to correct such failure(s) within ten (10) days or such longer period as the County may authorize.

3.5 Any such termination of this Agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

#### **4. FUNDING AND BILLING**

- 4.1 County shall pay the Agency at the rate of \$63.00 per hour for total hours worked by Agency staff pursuant to this Agreement.
- 4.2 Requests for payment shall be submitted by the Agency to the Marion County Sheriff's Office to the attention of: Sherrie Hickam at the following address: PO Box 14500, Salem, OR 97309. Final invoices from the Agency are due no later than July 31, 2019.

#### **5. OBLIGATIONS UNDER THE TERMS OF THIS AGREEMENT**

- 5.1 County has a contract with the St. Paul Rodeo Association to provide communication and dispatch services for the St. Paul Rodeo (hereinafter called the Event) beginning on July 2, 2019, through and including July 6, 2019.
- 5.2 County's availability of resources is limited, and Agency agrees to offer communication and dispatch services to assist with filling the County's service schedule for the dates of the Event.
- 5.3 Agency dispatchers assigned to assist County under this Agreement are in no way to be considered as employees of County. Agency will provide salaries, fringe benefits, and official equipment for its dispatchers. Agency's dispatchers will be subject to the operational and supervisory authority of County solely for activities related to the Event.
- 5.4 Agency will submit documentation to County of the number of hours worked at the Event for each dispatcher. County will submit all hours to the St. Paul Rodeo Association. Dispatcher time begins upon check-in at the Event and stops at checkout at the Event.
- 5.5 A log of activities completed by the Agency dispatcher will be provided to County with each invoice. Log shall include all activities, citations, reports responded to, etc.

#### **6. COMPLIANCE WITH APPLICABLE LAWS**

The parties agree that both shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this Agreement. The parties agree that this Agreement shall be administered and construed under the laws of the state of Oregon.

## **7. NONDISCRIMINATION**

The parties agree to comply with all applicable requirements of Federal and State civil rights and rehabilitation statutes, rules and regulations in the performance of this Agreement.

## **8. HOLD HARMLESS**

To the extent permitted by Article XI, Section 7 of the Oregon Constitution and by the Oregon Tort Claims Act, each party agrees to waive, forgive, and acquit any and all claims it may otherwise have against the other and the officers, employees, and agents of the other, for or resulting from damage or loss, provided that this discharge and waiver shall not apply to claims by one party against any officer, employee, or agent of the other arising from such person's malfeasance in office, willful or wanton neglect of duty, or actions outside the course and scope of his or her official duties.

## **9. INSURANCE**

Each party shall insure or self-insure and be independently responsible for the risk of its own liability for claims within the scope of the Oregon tort claims act (ORS 30.260 TO 30.300).

## **10. MERGER CLAUSE**

Parties concur and agree that this Agreement constitutes the entire agreement between the parties. No waiver, consent, modification or change to the terms of this agreement shall bind either party unless in writing and signed by both parties. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. Parties, by the signatures below of their authorized representatives, hereby agree to be bound by its term and conditions.

## **11. NOTICES**

Any notice required to be given the Agency or County under this Agreement shall be sufficient if given, in writing, by first class mail or in person as follows:

To Agency:  
City of Salem -WVCC  
Attn: Brenda Faxon  
595 Cottage St NE  
Salem, OR 97301  
[bfaxon@cityofsalem.net](mailto:bfaxon@cityofsalem.net)

To County:  
Marion County Sheriff's Office  
Attn: Camille Peterson  
PO Box 14500  
Salem, OR 97309  
Phone: 503-589-3261  
[cpeterson@co.marion.or.us](mailto:cpeterson@co.marion.or.us)

## SIGNATURES

This agreement and any changes, alterations, modifications, or amendments will be effective when approved in writing by the authorized representative of the parties hereto as of the effective date set forth herein.

**IN WITNESS WHEREOF**, the parties hereto have caused this agreement to be executed on the date set forth below.

### MARION COUNTY:

Authorized Signature: \_\_\_\_\_  
Sheriff or Undersheriff Date

Authorized Signature: \_\_\_\_\_  
Chief Administrative Officer Date

Reviewed by Signature: \_\_\_\_\_  
Marion County Legal Counsel Date

Reviewed by Signature: \_\_\_\_\_  
Marion County Contracts & Procurement Date

### CITY OF SALEM:

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_