



Resolution 2005-005

A RESOLUTION AUTHORIZING THE MAYOR OF SHERWOOD OR HIS DESIGNEE TO SIGN AN INTERGOVERNMENTAL AGREEMENT (IGA) WITH WASHINGTON COUNTY SHERIFF'S OFFICE FOR TOWING COORDINATION SERVICES

WHEREAS, the City has an ongoing relationship with Washington County Sheriff's Office to participate in interagency agreements; and

WHEREAS, those interagency agreements benefit all local law enforcement agencies because specialized manpower and equipment costs are reduced for all; and

WHEREAS, towing services are part of the operational requirements of the Sherwood Police Department as required by the City Code,

NOW, THEREFORE, THE CITY RESOLVES AS FOLLOWS:

Section 1. The mayor or his designee is authorized to sign the Intergovernmental Agreement (IGA) with Washington County included as part of this resolution.

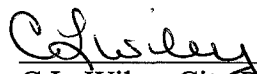
Section 2: This Resolution shall be effective upon its approval and adoption.

Duly passed by the City Council this 22nd day of February 2005.



Keith S. Mays, Mayor

ATTEST:



C.L. Wiley, City Recorder

INTERGOVERNMENTAL AGREEMENT FOR TOWING COORDINATION SERVICES

This Agreement is entered into, by and between Washington County, a political subdivision of the State of Oregon, and Sherwood Police Department.

WHEREAS ORS 190.010 authorizes the parties to enter into this Agreement for the performance of any or all functions and activities that a party to the Agreement has authority to perform.

Now, therefore, the parties agree as follows:

- 1) The effective date is: January 1, 2005, or upon final signature, whichever is later.
The expiration date is: December 31, 2006; unless otherwise amended.
- 2) The parties agree to the terms and conditions set forth in Attachment A, which is incorporated herein, and describes the responsibilities of the parties, including compensation, if any.
- 3) Each party shall comply with all applicable federal, state and local laws; and rules and regulations on non-discrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition or handicap.
- 4) To the extent applicable, the provisions of ORS 279.312, 279.313, 279.314, 279.316, 279.320 and 279.334 are incorporated by this reference as though fully set forth.
- 5) Each party is an independent contractor with regard to each other party(s) and agrees that the performing party has no control over the work and the manner in which it is performed. No party is an officer, agent or employee of any other.
- 6) No party or its employees is entitled to participate in a pension plan, insurance, bonus, or similar benefits provided by any other party.
- 7) This Agreement may be terminated, with or without cause and at any time, by a party by providing 30 days written notice of intent to the other party(s).
- 8) Modifications to this Agreement are valid only if made in writing and signed by all parties.
- 9) Subject to the limitations of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.260 to 30.300, and the Oregon Constitution, each party agrees to hold harmless, defend, and indemnify each other, including its officers, agents, and employees, against all claims, demands, actions and suits (including all attorney fees and costs) arising from the indemnitor's performance of this Agreement where the loss or claim is attributable to the negligent acts or omissions of that party. City specifically agrees, subject to the limits of the Tort Claims Act and the Oregon Constitution, to indemnify and defend County for any claim, demand, action or suit arising from any City policy, practice, procedure or custom, and any claim, demand, action or suit which alleges that a tow ordered by a City officer was improper or without authority.

- 10) Each party shall give the other immediate written notice of any action or suit filed or any claim made against that party that may result in litigation in any way related to this Agreement.
- 11) Each party agrees to maintain insurance levels or self-insurance in accordance with ORS 30.282, for the duration of this Agreement at levels necessary to protect against public body liability as specified in ORS 30.270.
- 12) Each party agrees to comply with all local, state and federal ordinances, statutes, laws and regulations that are applicable to the services provided under this Agreement.
- 13) This Agreement is expressly subject to the debt limitation of Oregon Counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefore.
- 14) This writing is intended both as the final expression of the Agreement between the parties with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement.

WHEREAS, all the aforementioned is hereby agreed upon by the parties and executed by the duly authorized signatures below.

City of Sherwood
Jurisdiction

Signature

Date

Printed Name

Title

Address: _____

WASHINGTON COUNTY:

Signature

Date

Printed Name

Title

Address:

Mail Stop # _____
Hillsboro, OR