



AUTHORIZATION FOR AGREEMENTS, MOUs, OR OTHER DOCUMENTS OBLIGATING THE CITY

All contracts, agreements, grant agreements, memoranda of understanding, or any document obligating the city (with the exception of purchase orders), requires the completion of this form. The City Manager will sign these documents after all other required information and signatures are obtained.

Document: IGA with OPRD Date: 7-16-24

Statement of Purpose: TO provide Law Enforcement Services at OPRD Properties

Department Head Signature: Gavin Malby

Remarks, if any: _____

City Attorney Review and Signature: See Email Date: _____

Other Signatures as Requested by the City Attorney: _____

Signature Date: _____

Budget Confirmed: Yes No N/A

Certificate of Insurance Attached: Yes No N/A

City Council Approval Needed: Yes No Date: 5-20-2024

After all the above requested information is complete and signatures obtained, return this form, along with the original document to the City Manager for signature. No documents should be executed prior to the City Manager's approval as evidenced by signature of this document.

City Manager Signature: [Signature] Date: 7/16/24

Once all signatures and certificates of insurance have been obtained, return this document, along with the original, fully-executed agreement, MOU, or other document to the City Recorder. A copy of grant agreement and all project funding documents, must be forwarded to the Finance Department for tracking and audit purposes.

City Recorder Signature: _____ Date: _____

Date posted on website: _____

Erik Glover

From: David Allen
Sent: Monday, July 15, 2024 3:27 PM
To: Erik Glover
Cc: Nina Vetter; Jason Malloy
Subject: Re: IGA for Manager Signature
Attachments: 10216 IGA Newport Police Enforcement 05-22-24 - final.docx

It depends (typical attorney answer!) ... and, in this case, the council motion at the May 20 meeting authorized the city manager to execute the attached IGA. --David

From: Erik Glover
Sent: Monday, July 15, 2024 3:05 PM
To: David Allen; Nina Vetter; Jason Malloy
Subject: IGA for Manager Signature

Hi David,

This was not signed by Spencer...

Is it not standard practice to have the Mayor sign an IGA?

Does this get changed to Nina or Jan?

Erik

Erik Glover
Assistant City Manager/City Recorder
City of Newport, Oregon 97365
541-574-0613
e.glover@newportoregon.gov
Office Hours
Monday – Thursday 8:00am-6:00pm

INTERGOVERNMENTAL AGREEMENT (IGA)

This Agreement is between the State of Oregon acting by and through **Oregon Parks and Recreation Department ("OPRD")** and City of Newport acting by and through **City of Newport Police Department ("City")**, each a "Party" and, together, the "Parties."

SECTION 1: AUTHORITY

This Agreement is authorized by ORS 190.110.

SECTION 2: PURPOSE

The purpose of this Agreement is for OPRD to obtain law enforcement services from the City of Newport Police Department at the OPRD-owned properties.

This Agreement permits the City of Newport Police Department to enforce the Oregon Parks and Recreation General Park Area Rules as provided by Chapter 736, Division 10 of the Oregon Administrative Rules and General Ocean Shore State Recreation Area Rules as provided by Chapter 736, Divisions 21 and 26 of the Oregon Administrative Rules.

SECTION 3: EFFECTIVE DATE AND DURATION

This Agreement is effective on the date of the last signature ("Effective Date"), and terminates on **May 1, 2034**, unless terminated earlier in accordance with Section 11.

SECTION 4: AUTHORIZED REPRESENTATIVES

4.1 CITY'S AUTHORIZED REPRESENTATIVE IS:

Jason Malloy, Chief of Police
169 SW Coast Highway
Newport, Oregon 97365
541-574-3348 Office
J.Malloy@NewportPolice.net

4.2 OPRD's Authorized Representative is:

Preson Phillips, District Manager
Central Coast District

[REDACTED]
[REDACTED]
[REDACTED] [REDACTED]
[REDACTED]

4.3 A Party may designate a new Authorized Representative by written notice to the other Party.

SECTION 5: RESPONSIBILITIES OF EACH PARTY

- 5.1 OPRD and the City agree that both parties have a mutual goal of consistent rule and law enforcement with regards to natural resources on the Ocean Shore and OPRD properties within the limits of the City of Newport.
- 5.2 OPRD and the City both have a mutual interest in assuring the Newport Police Department has the ability to enforce General Park Area Rules as provided by Chapter 736, Division 10 of the Oregon Administrative Rules (OAR), and General Ocean Shore State Recreation Area Rules as provided by Chapter 736 Divisions 21 and 26 of the Oregon Administrative Rules:
 - 5.2.1 Reference to Division 26 is limited to OAR 736-026-0015 Beach and Driftwood Removal Policy, Non-State Park Beaches.
- 5.3 OPRD and the City have previously worked to establish a cooperative relationship as demonstrated by adoption of administrative rules to regulate recreational activity on the Ocean Shore within the city limits of Newport. This is addressed in Chapter 736, Division 30 Special Regulations Affecting Ocean Shores Adjacent to Coastal Cities.
- 5.4 The OPRD Director may enter into cooperative written agreements with local jurisdictions on behalf of the Department.
- 5.5 The City wishes to enter into a cooperative written agreement with OPRD to enforce General Park Area Rules and General Ocean Shore State Recreation Area Rules for the purpose of providing consistent, mutual enforcement of state park and beach rules on OPRD property.
- 5.6 OPRD and the City agree upon select Ocean Shore administrative rule enforcement authority regarding violations as listed herein. This will ensure an appropriate jurisdictional tool is made available for Newport police officers when necessary to gain compliance with Ocean Shore State Recreation Area Rules.

SECTION 6: CONSIDERATION

There is no exchange of funds. OPRD assumes no financial responsibility for costs incurred for State Park and Ocean Shore rule enforcement by the City. Costs to tow or remove illegally parked or abandoned vehicles (RVs and automobiles) from park properties will be covered by OPRD or the vehicle owner.

SECTION 7: SUBCONTRACTS

City shall not enter into any subcontracts for any of the work scheduled under this Agreement without obtaining prior written approval from OPRD. If a subcontractor is approved to work under this Agreement, City shall obtain the appropriate insurance certificates required by the State of Oregon prior to subcontractor beginning work.

SECTION 8: PUBLICITY

Any publicity or advertising regarding the services performed under this Agreement must be approved by the OPRD's Authorized Representative and must acknowledge the support of the OPRD.

SECTION 9: INDEPENDENT CONTRACTORS

The Parties agree and acknowledge that their relationship is that of independent contracting parties and that CITY is not an officer, employee, or agent of the State or Oregon as those terms are used in ORS 30.265 or otherwise.

SECTION 10: GOVERNING LAW, CONSENT TO JURISDICTION

Any claim, action, suit or proceeding (collectively "Claim") between OPRD or any other OPRD or department of the State of Oregon, or both, and CITY that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

SECTION 11: TERMINATION

This Agreement may be terminated at any time by mutual written consent of the Parties. Either Party may terminate this Agreement upon 30 days advance written notice given to the other Party.

SECTION 12: AMENDMENTS

The terms of this Agreement may not be altered, modified, supplemented or otherwise amended, except by written agreement of the Parties.

SECTION 13: NOTICE

Except as otherwise expressly provided in this Agreement, any notices to be given relating to this Agreement must be given in writing by email, personal delivery, facsimile, or postage prepaid mail, to a Party's Authorized Representative at the physical address or email address set forth in this Agreement, or to such other addresses or numbers as a Party may indicate pursuant to this Section 13. Any notice so addressed and mailed becomes effective five days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system.

SECTION 14: SURVIVAL

All rights and obligations of the Parties under this Agreement shall cease upon termination of this Agreement, other than the rights and obligations arising under Sections 11, 12, 19, and 22 hereof and those rights and obligations that by their express terms survive termination of this Agreement; provided, however, that termination of this Agreement will not prejudice any rights or obligations accrued to the Parties under this Agreement prior to termination.

SECTION 15: SEVERABILITY

The Parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

SECTION 16: COUNTERPARTS

This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Agreement so executed constitutes an original.

SECTION 17: RECORDS

CITY shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, CITY shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of CITY, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document CITY's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of CITY, whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." CITY acknowledges and agrees that OPRD and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. CITY shall retain and keep accessible all Records for a minimum of six years, or such longer period as may be required by applicable law, following termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. Subject to foregoing minimum records retention requirement, CITY shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.

SECTION 18: COMPLIANCE WITH LAW

In connection with their activities under this Agreement, the Parties shall comply with all applicable federal, state and local law.

SECTION 19: NO THIRD-PARTY BENEFICIARIES

OPRD and CITY are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of this Agreement.

SECTION 20: FORCE MAJEURE/EXCUSES FOR NON-PERFORMANCE

Neither Party is responsible for any failure to perform, or any delay in performance of any obligations under this Agreement caused by fire, civil unrest, labor unrest, natural causes, or war, which is beyond that Party's reasonable control. Each Party shall, however, make all reasonable efforts to remove or eliminate such cause of failure to perform or delay in performance and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. OPRD may terminate this Agreement upon written notice to CITY after reasonably determining that the failure or delay will likely prevent successful performance of this Agreement.

SECTION 21: MERGER, WAIVER AND MODIFICATION

This Agreement and all exhibits and attachments, if any, constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver or consent under this Agreement binds either Party unless in writing and signed by both Parties. Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given. Each party, by signature of its authorized representative, hereby acknowledges that it has read this agreement, understands it, and agrees to be bound by its terms and conditions.

SECTION 22: INDEMNIFICATION

22.1 To the extent permitted by the Oregon Constitution and Oregon Tort Claims Act (ORS 30.260 to 30.300), CITY shall defend, save, hold harmless, and indemnify the State of Oregon and OPRD and their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever, including attorney's fees, resulting from, arising out of, or relating to the activities of CITY or its officers, employees, subcontractors, or agents under this Agreement.

22.2 CITY will have control of the defense and settlement of any claim that is subject to this Section. But neither CITY nor any attorney engaged by CITY may defend the claim in the name of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without first receiving from the Attorney General, in a form and manner determined appropriate by the Attorney General, authority to act as legal counsel for the State of Oregon. Nor may CITY settle any claim on behalf of the State of Oregon without the approval of the Attorney General. The State of Oregon may, at its election and expense, assume its own defense and settlement in the event that the State of Oregon determines that CITY is prohibited from defending the State of Oregon, or is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue that the State of Oregon desires to assume its own defense.

SECTION 23: TIME IS OF THE ESSENCE


Time is of the essence in CITY's and OPRD's performance of its obligations under this Agreement.

SECTION 24: SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

**CITY OF NEWPORT acting by and through
its Police Department (CITY)**

**STATE OF OREGON acting by and through
its Oregon Parks and Recreation
Department (OPRD)**

By:  _____

By: _____

Name: Nina Vetter

Name: Preson Phillips

Title: City Manager

Title: District Manager

Date: 7/16/21

Date: _____

SECTION 24: SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

**CITY OF NEWPORT acting by and through
its Police Department (CITY)**

**STATE OF OREGON acting by and through
its Oregon Parks and Recreation
Department (OPRD)**

By: 

By: 

Name: Nina Vetter

Name: Preson Phillips

Title: City Manager

Title: District Manager

Date: 7/16/24

Date: 07/16/24