



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: 6/10/2020

Department: Sheriff's Office Agenda Planning Date: 6/4/2020 Time required:

Audio/Visual aids

Contact: Camille Brignon Phone: 503-589-3261

Department Head Signature: [Handwritten signature: m r wood]

TITLE: City of Salem - Work Crew agreement 20-21

Issue, Description & Background: Marion County Sheriff's Office Adults in Custody will provide land maintenance services for the City of Salem.

Financial Impacts: \$150,000.00

Impacts to Department & External Agencies: \$150,000.00

Options for Consideration: 1. Approve, 2. Deny, 3. Take no action at this time

Recommendation: Approve

List of attachments: Contract and Attachments, BOC agenda review form, Contract Review Sheet

Presenter: Sheriff Kast, Commander Karvandi

Copies of completed paperwork sent to the following: (Include names and e-mail addresses.)

Copies to: Camille Brignon; cbrignon@co.marion.or.us, Kevin Karvandi; kkarvandi@co.marion.or.us



Contract Review Sheet

Contract #: SO-3349-20

Person Sending: Camille Brignon Department: Sheriff

Contact Phone #: 503-589-3261 Date Sent: 5/22/2020

Contract Amendment# Lease IGA MOU Grant

Title: City of Salem - Adult in Custody 20-21 Work Crew Agreement

Contractor's Name: City of Salem

Term - Date From: 7/1/2020 Expires: 6/30/2021

Contract Total: \$150,000.00 Amendment Amount: \$0.00 New Contract Total: \$150,000.00

Source Selection Method: Exemption (identify rule/statute) # ORS 190-010

Additional Considerations (check all that apply)

- Board Order# Incoming Funds Independent Contractor LECS approval date Insurance Waiver CIP# Feasibility Determination Federal Funds Reinstatement Retroactive

Description of Services or Grant Award:

Marion County Adults in Custody will provide land maintenance services for the City of Salem.

FOR FINANCE USE

Date Finance Received: BOC Planning Date: Date Legal Received: Comments:

REQUIRED APPROVALS:

Finance - Contracts Date Risk Manager Date

Legal Counsel Date Chief Administrative Officer Date

Date To be filed Added to master list Returned to Department for signatures

INTERGOVERNMENTAL AGREEMENT
Between
MARION COUNTY and CITY OF SALEM

1. PARTIES TO AGREEMENT

This Agreement between *City of Salem*, 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 County, by and through its Sheriff's Office (MCSO), will provide Adult in Custody (AIC) work crews and the supervision for said work crews to perform services to include but not limited to highway-related work, landscaping, public lands conservation and improvement work. These services are further described in Section 5.

3. TERM AND TERMINATION

- 3.1 This Agreement shall be effective July 1, 2020 through June 30, 2021 unless sooner terminated or extended as provided herein.
- 3.2 This Agreement may be extended for an additional period of one year by agreement of the parties. Any modifications in the terms of such amendment shall be in writing.
- 3.3 This agreement may be terminated by mutual consent of both parties at any time or by either party upon 30 days' 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 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 performance 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 delivery under this agreement or are no longer eligible for the funding proposed as authorized by this agreement.
 - c. If any license, certificate, or insurance required by law or regulation to be held by Agency or County for the services required by this agreement is for any reason

denied, revoked or not renewed.

d. If Agency fails to pay for services called for by this agreement within the time specified herein or any extension thereof.

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 The total amount billed under this contract shall not exceed \$150,000.00. The Agency agrees to reimburse County at the rate of \$700 per day for the services provided during normal business hours (7:30 a.m. to 4:30 p.m.) Monday through Thursday.

4.2 County will invoice for services on a monthly basis. Agency will provide payment within 30 days of transmittal of an invoice for services performed under this Agreement to the Agency. Payments shall be made to the attention of: Marion County Sheriff's Office at the following address: PO Box 14500, Salem, OR 97309. Upon termination of this Agreement, the MCSO shall be entitled to payments for periods or partial periods of work that occurred prior to the date of termination and for which the MCSO has not yet been paid.

4.3 This Agreement is dependent upon the availability of AIC work crews and the availability of funds.

5. OBLIGATIONS UNDER THE TERMS OF THIS AGREEMENT

5.1 UNDER THE TERMS OF THIS AGREEMENT, AGENCY SHALL:

5.1.1 Submit any work order requests via e-mail to the Work Crew Sergeant as identified in Attachment A , amended from time to time as employees get hired or as they may depart from either Agency or County. The number of workers to be included in each crew is not to exceed 8 workers. The manner in which work is performed, shall be determined by the MCSO in consultation with Agency, and shall be included in the work order request e-mail. MCSO shall be entitled to decline work requests that are determined unsuitable for AIC work crews. An authorized person from both parties shall agree on the work requested prior to the commencement of said work.

5.1.2 Supply all special tools and/or materials consistent with the work order requirements.

5.1.3 Ensure that all Agency staff in contact with AIC Work Crews receive PREA (Prison Rape Elimination Act) training as further described in section 6.2.

5.2 UNDER THE TERMS OF THIS AGREEMENT, COUNTY SHALL:

- 5.2.1 By and through its Sheriff's Office, will provide AIC work crews as available from MCSO programs, adequately trained and clothed to perform the work requested. Typical work requests will consist of general maintenance and repair of facilities and grounds to include but not limited to: painting, clearing of brush and trash, mowing, trail maintenance, building maintenance, road maintenance, and new construction.

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.

- 6.1 The Marion County Transition Center is committed to complying with all of the requirements of PREA. In order to protect AIC's from sexual abuse and to ensure they get the help they need if they are victimized, PREA requires all volunteers and contractors to receive specialized training on how to recognize the warning signs and how to report a case.

- 6.2 Agency employees and volunteers interacting with AIC's will:

- View the PREA Contractor Training Presentation at the following link https://prezi.com/m5ngpfih1y8b/prea-for-contractor-volunteer-or-other-non-sworn-staff/?utm_campaign=share&token=6e5e16060d2cc217123cf017a2d35b9364f18b48bd775e1775c287af85e0f3fc&utm_medium=copy
- Acknowledge the review and receipt of PREA training by signing, dating and returning the PREA Volunteer and Contractor Information Acknowledgement Form in Attachment B.

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:

For Agency

City of Salem
Attn: Jennifer Kellar
595 Cottage St. NE
Salem, OR 97301
jkellar@cityofsalem.net
(503) 588-6336

For County:

Marion County Sheriff's Office
Attn: Camille Brignon
Contract Specialist
PO Box 14500
Salem, OR 97309
cbrignon@co.marion.or.us
(503) 589-3261

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

BOARD OF COMMISSIONERS:

Chair

Date

Attachment A

Marion County Sheriff's Office

Adult In Custody Work Crew_ Work Request

Work Request e-mails should include the following:

- Department Requesting Work
- Contact and Phone Number
- Date(s) Work Requested
- Nature of Work Requested
- Location
- Number of Crew
- Equipment to be provided to crew (If applicable)

Work Request e-mails should be sent by email to the following:

Transition Center Sergeant: Gabe Reece
greece@co.marion.or.us
Phone 503-540-8030

Transition Center Sergeant: Deanine Benitz-Whitson
DBenitz@co.marion.or.us
Phone 503-566-6964

Transition Center Lt: Jay Bergmann
jbergmann@co.marion.or.us
Phone 503-540-8084

PREA Volunteer and Contractor Information Acknowledgement Form

Our goal at The Marion County Sheriff's Office is to keep everyone safe. Part of achieving that goal is making sure everyone understands how to prevent, detect, and respond to sexual misconduct. All Contractors, Volunteers and Employees must understand PREA (Prison Rape Elimination Act) rules and how to report a problem, or issue in the unlikely event misconduct is witnessed or reported by a victim.

Important Rules to Know: No one is ever allowed to engage in sexual misconduct.

- Sexual misconduct includes any kind of sexual contact, regardless of whether the other party agreed to the contact or not.
- This also includes sexual harassment: saying sexual things, saying things about someone's body, talking about whom someone likes to date, or making offensive gestures or comments.

Employees, contractors, and volunteers are prohibited from having any kind of romantic relationship with an adult in custody. There is no such thing as consent to sexual activity in a correctional setting.

Employees, contractors, and volunteers are prohibited from sharing personal details, such as their personal contact information, except in order to carry out their professional responsibilities. Similarly, employees, volunteers, and contractors are prohibited from making contact with adults in custody outside of each facility through any means (e.g., in person meetings, texting, or on social media), except in order to carry out their professional responsibilities.

How We Keep Everyone Safe: At the Marion County Sheriff's Office, we do a number of things to keep everyone safe, including:

- Educating adults in custody about their right to be free from sexual misconduct
- Conducting background checks of the individuals, we hire.
- Training employees, volunteers and contractors on our policies on preventing, detecting, and responding to sexual misconduct.
- Maintaining appropriate supervision of adults in custody.
- Offering a number of ways adults in custody and others can report problems at each facility.
- Fully investigating all allegations of sexual misconduct.
- Providing services and supports to adults in custody who allege they have been sexually abused.
- Protecting employees and adults in custody from retaliation for reporting problems or helping with an investigation

Attachment B

What to Do If Sexual Misconduct is suspected, witnessed or reported:

- If an incident of sexual misconduct is witnessed or suspected you must report it immediately by contacting a deputy or non-sworn employee.
- If an adult in custody discloses something that suggests an incident of sexual misconduct has occurred, stay calm, listen to what they are saying, take the report seriously, and convey a message of support (e.g., “I’m glad you were strong enough to come to me.”). Let the adult in custody know the incident will be reported and an investigation will be conducted to make sure they are safe. Inform them the information will not be shared beyond those who need to know to fix the problem.
- If an adult in custody wants to share an incident and asks that it not be repeated, let them know about your limits of confidentiality. This includes reporting certain behaviors by law once you have knowledge or reasonable suspicion that a crime is being or has been committed.
- For example, you might say, “I am glad you came to me and I can understand why you would not want me to tell anyone. If it is about someone hurting, harassing, or threatening you. I am required to report it. I respect your decision if you do not want to tell me as a result. But if you tell me, I can work with you to get help.”

Questions: If you have questions pertaining to your PREA responsibilities or other facility rules, or your responsibilities while you are here, you may contact us by calling the Marion County Jail’s Administrative section at (503) 581-1183.

Acknowledgement: By signing this form, you acknowledge that you have received, read, and understand your responsibilities regarding the Marion County Sheriff’s Office sexual misconduct prevention, detection, and response policies and procedures.

Signature: _____ Date: _____

Printed Name: _____