



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: Wednesday, February 21, 2024

Department: Sheriff's Office [dropdown arrow]

Title: Approve the Contract for Services with CNA Corporation

Management Update/Work Session Date: Tuesday, February 6, 2024 Audio/Visual aids [checkbox]

Time Required: 10 minutes Contact: Kristy Witherell Phone: x4402

Requested Action: Staff recommends approving the contract for services with CNA Corporation in the amount of \$248,407.77 for consulting services for the Marion County Sheriff's Office Public Safety Assessment.

Issue, Description & Background: Marion County Sheriff's Office issued a Request for Proposals (RFP) for a Public Safety Assessment to assess and determine the current and future delivery of public safety services. The CNA Corporation was determined as the successful proposer by the evaluation committee. This assessment will examine the present array of public safety services offered within the Sheriff's Office to ensure a proportionate balance between criminal intervention, civil processes, rehabilitation, and local custody needs. Finally, the independent Public Safety Assessment shall be utilized for our present-day needs, and to determine what public safety services the Sheriff's Office will provide over the next five-to-ten years.

Financial Impacts: The total amount for this contract is \$248,407.77. The financial impact for FY 2023-24 is \$87,826.79. The financial impact for FY 2024-25 is \$160,580.98.

Impacts to Department & External Agencies: Unknown what the exact impacts will be until the assessment is complete.

List of attachments: Board Session Agenda Form, Contract Review Sheet, Contract

Presenter: Undersheriff Jay Bergmann

Department Head Signature: [Signature: Jay Bergmann]



Contract Review Sheet

SO-5863-24

Contract for Services #: SO-5863-24 Amendment #: _____

Contact: Kristy Witherell Department: Sheriff's Office

Phone #: (503) 365-3179 Date Sent: Thursday, January 25, 2024

Title: Marion County Sheriff's Office Public Safety Assessment

Contractor's Name: The CNA Corporation

Term - Date From: Execution Expires: Upon Completion

Original Contract Amount: \$ 248,407.77 Previous Amendments Amount: \$ -

Current Amendment: \$ - New Contract Total: \$ 248,407.77 Amd% 0%

Incoming Funds Federal Funds Reinstatement Retroactive Amendment greater than 25%

Source Selection Method: 20-0260 Request for Proposal RFP# SO1459-23

Description of Services or Grant Award

The Marion County Sheriff's Office solicited a Request for Proposals (RFP) for the Public Safety Assessment. The CNA Corporation was determined as the successful proposer by the evaluation committee. The contract term is for nine months from date of signature, with options for renewal if needed.

The total amount of this contract is **\$248,407.77**.

Desired BOC Session Date: 2/21/2024 Files submitted in CMS for Approval: 1/31/2024

Agenda Planning Date: 2/8/2024 Printed packets due in Finance: 2/6/2024

Management Update: 2/6/2024 BOC upload / Board Session email: 2/7/2024

BOC Session Presenter(s) Undersheriff Jay Bergmann

FOR FINANCE USE

Date Finance Received: 1/30/2024 Date Legal Received: _____

Comments: Y

REQUIRED APPROVALS

Finance - Contracts	1/30/2024 Date	Contract Specialist	2/1/2024 Date
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Legal Counsel	1/31/2024 Date	Chief Administrative Officer	2/1/2024 Date
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**MARION COUNTY
CONTRACT FOR SERVICES
#SO-5863-24**

This contract is between Marion County (a political subdivision of the State of Oregon) hereinafter called County, and CNA Corporation, hereinafter called Contractor.

Contractor agrees to perform, and County agrees to pay for, the services and deliverables described in Exhibit A (the "Work").

1. TERM

This Contract is effective on the date it has been signed by all parties and all required County approvals have been obtained. This Contract expires nine (9) months from the date of the last signature, or the date Contractor has completed all Services in accordance with the requirements of this Contract, as determined by County. The parties may extend the term of this Contract provided that the total Contract term does not extend beyond June 30, 2027.

2. CONSIDERATION

- A. The maximum, not-to-exceed compensation payable to Contractor under this Contract, which includes any allowable expenses, is \$248,407.77. County will not pay Contractor any amount in excess of the not-to-exceed compensation of this Contract for completing the Work and will not pay for Work performed before the date this Contract becomes effective or after the termination of this Contract. If the maximum compensation is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment.
- B. Interim payments to Contractor shall be made in accordance with the payment schedule and requirements in Exhibit A.

3. COMPLIANCE WITH STATUTES AND RULES

- A. County and the Contractor agree to comply with the provisions of this contract, its exhibits and attachments and all applicable federal, state, and local statutes and rules.

Unless otherwise specified, responsibility for all taxes, assessment, and any other charges imposed by law upon employers shall be the sole responsibility of the Contractor. Failure of the Contractor or the County to comply with the provisions of this contract and all applicable federal, state, and local statutes and rules shall be cause for termination of this contract as specified in sections concerning recovery of funds and termination.

County's performance under this Contract is conditioned upon Contractor's compliance with the obligations intended for contractors under ORS 279B.220, 279B.225 (if applicable to this Contract), 279B.230, 279B.235 (if applicable to this Contract) and ORS 652, which are incorporated by reference herein.

- B. Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. For the purposes of this Section, "tax laws" includes all the provisions described in subsection 27. C. (i) through (iv) of this Contract.

Any violation of subsection B of this section shall constitute a material breach of this Contract. Further, any violation of Contractor's warranty, in subsection 27.3 of this Contract, that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle the County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to:

- i. Termination of this Contract, in whole or in part;
 - ii. Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to State's setoff right, without penalty; and
 - iii. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. The County shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental, and consequential damages, costs of cure, and costs incurred in securing replacement Services/a replacement contractor.
- C. These remedies are cumulative to the extent the remedies are not inconsistent, and the County may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

4. CIVIL RIGHTS, REHABILITATION ACT, AMERICANS WITH DISABILITIES ACT AND TITLE VI OF THE CIVIL RIGHTS ACT

Contractor agrees to comply with the Civil Rights Act of 1964, and 1991, Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973, and Title VI as implemented by 45 CFR 80 and 84 which states in part, No qualified person shall on the basis of disability, race, color, or national origin be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which received or benefits from federal financial assistance.

5. TIME IS OF THE ESSENCE

Contractor agrees that time is of the essence in the performance of this Contract.

6. FORCE MAJEURE

Neither County nor Contractor shall be responsible for any failure to perform or for any delay in the performance of any obligation under this Contract caused by fire, riot, acts of God, terrorism, war, or any other cause which is beyond the breaching party's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate the cause of Contractor's delay or breach and shall, upon the cessation of the cause, continue performing under this Contract. County may terminate this Contract upon written notice to Contractor after reasonably determining that the delay or breach will likely prevent successful performance of this Contract.

7. FUNDING MODIFICATION

- A. County may reduce or terminate this contract when state or federal funds are reduced or eliminated by providing written notice to the respective parties.

- B. In the event the Board of Commissioners of the County reduces, changes, eliminates, or otherwise modifies the funding for any of the services identified, the Contractor agrees to abide by any such decision including termination of service.

8. RECOVERY OF FUNDS

Expenditures of the Contractor may be charged to this contract only if they (1) are in payment of services performed under this contract, (2) conform to applicable state and federal regulations and statutes, and (3) are in payment of an obligation incurred during the contract period.

Any County funds spent for purposes not authorized by this contract and payments by the County in excess of authorized expenditures shall be deducted from future payments or refunded to the County no later than thirty (30) days after notice of unauthorized expenditure or notice of excess payment.

Contractor shall be responsible for repaying for prior contract period excess payments and un-recovered advanced payments provided by the County. Repayment of prior period obligations shall be made to the County in the manner agreed on.

9. ACCESS TO RECORDS.

- A. Contractor shall permit authorized representatives of the County, State of Oregon, or the applicable audit agencies of the U.S. Government to review the records of the Contractor as they relate to the contract services in order to satisfy audit or program evaluation purposes deemed necessary by the County and permitted by law.
- B. Contractor agrees to establish and maintain financial records, which indicate the number of hours of work provided, and other appropriate records pertinent to this contract shall be retained for a minimum of three (3) years after the end of the contract period. If there are unresolved audit questions at the end of the three-year period, the records must be maintained until the questions are resolved.

10. REPORTING REQUIREMENTS

Contractor shall provide County with periodic reports at the frequency and with the information prescribed by County. Further, at any time, County has the right to demand adequate assurances that the services provided by Contractor shall be in accordance with the Contract. Such assurances provided by the Contractor shall be supported by documentation in Contractor's possession from third parties.

11. CONFIDENTIALITY OF RECORDS

- A. Contractor shall not use, release, or disclose any information concerning any employee, client, applicant, or person doing business with the County for any purpose not directly connected with the administration of County's or the Contractor's responsibilities under this Contract except upon written consent of the County, and if applicable, the employee, client, applicant, or person.
- B. Contractor shall ensure that its agents, employees, officers, and subcontractors with access to County and Contractor records understand and comply with this confidential provision.
- C. If Contractor receives or transmits protected health information, Contractor shall enter into a Business Associate Agreement with County, which shall become part of this Contract, if attached hereto.
- D. Client records shall be kept confidential in accordance with ORS 179.505, OAR 309-11-020, 45 CFR 205.50 and 42 CFR Part 2 as applicable.

12. INDEMNIFICATION AND INSURANCE.

- A. Contractor shall defend, save, indemnify, and hold harmless the County, its officers, agents, and employees from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature whatsoever, including attorney fees, resulting from, arising out of, or relating to the activities of Contractor or its officers, employees, subcontractors, or agents under this Contract. Contractor shall have control of the defense and settlement of any claim that is subject to this section. However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of either County or any department of County, nor purport to act as legal representative of either County or any of its departments, without first receiving from County Legal Counsel authority to act as legal counsel for the County, nor shall Contractor settle any claim on behalf of County without the approval of County Legal Counsel. County may, at its election and expense, assume its own defense and settlement.
- B. Contractor shall obtain the insurance required under section 23 prior to performing under this Contract and shall maintain the required insurance throughout the duration of this Contract and all warranty periods.
- C. County, pursuant to applicable provisions of ORS 30.260 to 30.300, maintains a self-insurance program that provides property damage and personal injury coverage.

13. EARLY TERMINATION

This Contract may be terminated as follows:

- A. County and Contractor, by mutual written agreement, may terminate this Contract at any time.
- B. County in its sole discretion may terminate this Contract for any reason on 30 days written notice to Contractor.
- C. Either County or Contractor may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within 15 days of the date of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.
- D. Notwithstanding section 13C, County may terminate this Contract immediately by written notice to Contractor upon denial, suspension, revocation, or non-renewal of any license, permit, or certificate that Contractor must hold to provide services under this Contract.

14. PAYMENT ON EARLY TERMINATION

Upon termination pursuant to section 13, payment shall be made as follows:

- A. If terminated under 13A or 13B for the convenience of the County, the County shall pay Contractor for Work performed prior to the termination date if such Work was performed in accordance with the Contract. County shall not be liable for direct, indirect, or consequential damages. Termination shall not result in a waiver of any other claim County may have against Contractor.

- B. If terminated under 13C by the Contractor due to a breach by the County, then the County shall pay the Contractor for Work performed prior to the termination date if such Work was performed in accordance with the Contract.
- C. If terminated under 13C or 13D by the County due to a breach by the Contractor, then the County shall pay the Contractor for Work performed prior to the termination date provided such Work was performed in accordance with the Contract less any setoff to which the County is entitled.

15. INDEPENDENT CONTRACTOR

- A. The Contractor is a separate and independently established business, retains sole and absolute discretion over the manner and means of carrying out the Contractor’s activities and responsibilities for the purpose of implementing the provisions of this contract, and maintains the appropriate license/certifications, if required under Oregon Law. This contract shall not be construed as creating an agency, partnership, joint venture, employment relationship or any other relationship between the parties other than that of independent parties. The Contractor is acting as an “independent contractor” and is not an employee of County and accepts full responsibility for taxes or other obligations associated with payment for services under this contract. As an “independent contractor”, Contractor will not receive any benefits normally accruing to County employees unless required by applicable law. Furthermore, Contractor is free to contract with other parties for the duration of the contract.
- B. **SUBCONTRACTING/NONASSIGNMENT.** No portion of the Contract may be contracted or assigned to any other individual, firm or entity without the express and prior approval of the County. Any Subcontractors (to include Consultants) identified in Contractor’s proposal are hereby approved with the execution of this Contract.

16. GOVERNING LAW AND VENUE

This Contract shall be governed by the laws of the State of Oregon. Any action commenced in connection with this Contract shall be in the Circuit Court of Marion County. All rights and remedies of the County shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies of the County according to law.

17. OWNERSHIP AND USE OF DOCUMENTS

All documents, or other material submitted to the County by Contractor shall become the sole and exclusive property of the County. All material prepared by Contractor under this Contract may be subject to Oregon’s Public Records Laws.

18. NO THIRD-PARTY BENEFICIARIES

- A. County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms.
- B. Nothing in this contract gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.

19. SUCCESSORS IN INTEREST

The provisions of this Contract shall be binding upon and inure to the benefit of the parties and their successors and approved assigns.

20. MERGER CLAUSE

This Contract and the attached exhibits constitute the entire agreement between the parties.

- A. All understandings and agreements between the parties and representations by either party concerning this Contract are contained in this Contract.
- B. No waiver, consent, modification or change in the terms of this Contract shall bind either party unless in writing signed by both parties.
- C. Any written waiver, consent, modification, or change shall be effective only in the specific instance and for the specific purpose given.

21. WAIVER

The failure of any Party to enforce any provision of this Contract shall not constitute a waiver by that Party or any other provision. Waiver of any default under this Contract by any Party shall not be deemed to be a waiver of any subsequent default or a modification of the provisions of this Contract.

22. REMEDIES

In the event of breach of this Contract, the Parties shall have the following remedies:

- A. If terminated under 13C by County due to a breach by the Contractor, the County may complete the Work either itself, by agreement with another Contractor, or by a combination thereof. If the cost of completing the Work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then the Contractor shall pay to the County the amount of the reasonable excess.
- B. In addition to the remedies in sections 13 and 14 for a breach by the Contractor, County also shall be entitled to any other equitable and legal remedies that are available.
- C. If County breaches this Contract, Contractor's remedy shall be limited to termination of the Contract and receipt of Contract payments to which Contractor is entitled.

23. INSURANCE

- A. **REQUIRED INSURANCE.** Contractor shall obtain at Contractor's expense the insurance specified in this section prior to performing under this Contract and shall maintain it in full force and at its own expense throughout the duration of this Contract and all warranty periods. Contractor shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in Oregon and that are acceptable to County:
 - i. **WORKERS COMPENSATION.** All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017, and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors complies with these requirements.
 - ii. **PROFESSIONAL LIABILITY.** Covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Contract. Contractor shall provide proof of insurance of not less than the following amounts as determined by the County:

- Required by County** **Not required by County.**
- \$1,000,000 Per occurrence limit for any single claimant; and
- \$2,000,000 Per occurrence limit for multiple claimants
- Exclusion Approved by Risk Manager

iii. **CYBER LIABILITY.** Covering network security, breach of data, and coverage for regulatory fines and fees imposed against County due to failures in products and services provided under this Contract. Cyber Liability coverage must include errors, omissions, negligent acts, denial of service, media liability (including software copyright), dishonesty, fraudulent or criminal acts by a person or persons whether identified or not, intellectual property infringement, computer system attacks, unauthorized access and use of computer system, regulatory actions, and contractual liability.

- Required by County** **Not required by County.**
- \$2,000,000 Per occurrence limit for any single claimant; and
- \$5,000,000 Per occurrence limit for multiple claimants
- Exclusion Approved by Information Technology Director and Risk Manager

iv. **COMMERCIAL GENERAL LIABILITY.** Covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to the County. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence basis. Contractor shall provide proof of insurance of not less than the following amounts as determined by the County:

- Required by County** **Not required by County.**

Minimum Limits:

- \$1,000,000 Per occurrence limit for any single claimant; and
- \$2,000,000 Per occurrence limit for multiple claimants
- Exclusion Approved by Risk Manager
- \$500,000 Per occurrence limit for any single claimant
- \$1,000,000 Per occurrence limit for multiple claimant

v. **AUTOMOBILE LIABILITY INSURANCE.** Covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for “Commercial General Liability” and “Automobile Liability”). Contractor shall provide proof of insurance of not less than the following amounts as determined by the County:

- Required by County** **Not required by County.**

Minimum Limits:

- Oregon Financial Responsibility Law, ORS 806.060 (\$25,000 property damage/\$50,000 bodily injury \$5,000 personal injury).
- \$500,000 Per occurrence limit for any single claimant; and
- \$1,000,000 Per occurrence limit for multiple claimants
- Exclusion Approved by Risk Manager

- B. **ADDITIONAL INSURED.** The Commercial General Liability insurance required under this Contract shall include Marion County, its officers, employees, and agents as Additional Insureds but only with respect to Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.
- C. **NOTICE OF CANCELLATION OR CHANGE.** There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without 30 days' written notice from this Contractor or its insurer(s) to County. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of Contract and shall be grounds for immediate termination of this Contract by County.
- D. **CERTIFICATE(S) OF INSURANCE.** Contractor shall provide to County Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) must specify all entities and individuals who are endorsed on the policy as Additional Insured (or Loss Payees). Contractor shall pay for all deductibles, self-insured retention, and self-insurance, if any.

24. NOTICE

Except as otherwise expressly provided in this contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing, to Contractor or County at the address or number set forth below or to such other addresses or numbers as either party may hereafter indicate in writing. Delivery may be by personal delivery, or mailing the same, postage prepaid.

- A. Any communication or notice by personal delivery shall be deemed delivered when actually given to the designated person or representative.
- B. Any communication or notice mailed shall be deemed delivered five (5) days after mailing. Any notice under this Contract shall be mailed by first class postage delivered to:

To Contractor:
 CNA Corporation
 Attn: Suda Somvang
 3003 Washington Blvd
 Arlington, VA 22201
somvans@cna.org

To County
 Procurement & Contracts Manager
 555 Court Street NE, Suite 5232
 P.O. Box 14500
 Salem, Oregon 97309
 Fax No. 503-588-5237

Marion County Sheriff's Office
 Attn: Contracts & Procurement
 P.O. Box 14500
 Salem, OR 97309

25. SURVIVAL

All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in sections 2, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 25 and 26.

26. SEVERABILITY

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

27. CONTRACTOR’S REPRESENTATIONS AND WARRANTIES

Contractor represents and warrants to the County that:

- A. Contractor has the power and authority to enter into and perform this Contract.
- B. This Contract, when executed and delivered, is a valid and binding obligation of Contractor, enforceable in accordance with its terms.
- C. Contractor (to the best of Contractor’s knowledge, after due inquiry), for a period of no fewer than six calendar years preceding the date of Closing of this Contract, faithfully has complied with:
 - i. All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
 - ii. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor’s property, operations, receipts, or income, or to Contractor’s performance of or compensation for any work performed by Contractor;
 - iii. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and
 - iv. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.
- D. Any Intellectual Property Rights delivered to/granted to the County under this Contract, and Contractor’s Services rendered in the performance of Contractor’s obligations under this Contract, shall be provided to the County free and clear of any and all restrictions on or conditions of use, transfer, modification, or assignment, and shall be free and clear of any and all liens, claims, mortgages, security interests, liabilities, charges, and encumbrances of any kind.

28. CERTIFICATIONS AND SIGNATURE. THIS CONTRACT MUST BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF CONTRACTOR

The undersigned certifies under penalty of perjury both individually and on behalf of Contractor is a duly authorized representative of Contractor, has been authorized by Contractor to make all representations, attestations, and certifications contained in this Contract and to execute this Contract on behalf of Contractor.

**MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:**

Chair Date

Commissioner Date

Commissioner Date

Authorized Signature: _____
Department Director or designee Date

Authorized Signature: _____
Chief Administrative Officer Date

Reviewed by Signature: _____
Marion County Legal Counsel Date

Reviewed by Signature: _____
Marion County Contracts & Procurement Date

CNA CORPORATION SIGNATURE

Authorized Signature: _____
Date

Title: _____

EXHIBIT A STATEMENT OF WORK

1. STATEMENT OF SERVICES

Contractor shall perform Services as described below.

GENERAL INFORMATION. The Sheriff's Office is committed to the delivery of quality services. Each member of the team is encouraged to participate in delivering progressive and cost-effective law enforcement services to the public. Responding to an increasingly diverse population, the Marion County Sheriff's Office holds a strong commitment to community policing practices. Deputies seek to build a dynamic partnership with the public in order to enhance the security and quality of life for all they serve. Each member of the Sheriff's Office staff is held accountable to consistently seek and find ways to affirmatively promote, preserve and deliver a feeling of security, safety, and quality services to members of the community.

The Marion County Sheriff's Office is a full-service public safety agency encompassing criminal justice diversion programs, law enforcement intervention, jail utilization, courthouse security, Adult in Custody (AIC) transportation, Concealed Handgun Licensing (CHL), prison diversion programming, supervision, re-entry services, and code enforcement. Except for prosecution, the Sheriff's Office plays an important role and function in every area of the criminal justice system.

A. REQUIRED SERVICES, DELIVERABLES AND DELIVERY SCHEDULE.

Data Collection:

- Review existing staffing and operational policies, procedures, and guidelines.
- Collect and analyze historical administrative staffing, 911 call volumes, detective case assignments, jail capacity and forced release numbers, crime rates, Local Supervisory Authority and State Department of Corrections releases, civil processing, Concealed Handgun License (CHL) applications, total supervised population (parole and probation records), call response data, detective caseloads, community coordination efforts, and volunteer capacities.
- Conduct interviews and surveys with internal Sheriff's Office personnel and outside collaborative partners to understand their perspectives on staffing challenges and operational needs.
- Review relevant industry standards, best practices, and benchmarks for resource needs in every division.

Workload Analysis:

- Assess the current workload demands on the Sheriff's Office, considering factors such as population growth, geographic area, and crime trends.
- Analyze operational and administrative workload, caseload assignment, jail and transition center capacity history, response times, and resource allocation to identify potential staffing gaps or areas of inefficiency.

- Evaluate the impact of non-emergency duties and administrative tasks on frontline personnel and their availability for core public safety functions.
- Analyze the time taken to perform job tasks within each MCSO Division (except the Jail), including the distribution of tasks (or “events”), the nature of the events, and the time needed to complete each event.
- Calculate the shift-relief factor for each unit or division.
- Develop performance objectives to determine the agency’s goals for each unit and division.
- For the Jail in particular, conform with guidance from the National Institute of Corrections (NIC) staffing analysis model described in the Staffing Analysis Workbook for Jails (Liebert & Miller 2003), which accounts for the unique staffing issues experienced in correctional settings.

Organizational Structure Evaluation:

- Examine the Sheriff’s Office current organizational structure, including command staff, divisions, and specialized units.
- Assess the effectiveness of current staffing allocation within each division or unit.
- Identify opportunities for streamlining or reorganizing staffing to maximize efficiency and effectiveness.
- Brainstorm structural and procedural improvements and efficiencies and gather feedback on areas of highest priority from leadership.

Staffing Models:

- Develop different staffing models based on workload analysis and industry best practices as they relate to law enforcement, custody, operational and rehabilitative needs, including:
 - Per Capita best practices.
 - Minimum Staffing Approach.
 - Workload based Approach.
 - Oregon Revised Statute (ORS) and/or Oregon Administrative Rule (OAR) requirements.
- Evaluate the pros and cons of each staffing model, considering factors such as cost, response times, deputy safety, and community expectations.

- Provide recommendations on the most suitable staffing model(s) for the Sheriff's Office, including recommendations for optimal staffing levels and deployment strategies.
- Provide alternative staffing models based on expanding the use of civilian staff, limited-commission officers, reserve officers, and volunteers.
- Incorporate ideas from leadership for MCSO to make informed decisions about future law enforcement, custody, operational, and rehabilitative needs.

Implementation Plan:

- Provide a detailed implementation plan outlining the steps required to implement the recommended organizational structure, workload distribution, and staffing model(s).
- Identify any potential challenges or barriers to implementation and propose strategies to overcome them.
- Offer guidance on monitoring and evaluation of new organizational structure and staffing strategies to ensure ongoing effectiveness and adaptability.

Deliverables:

- Initial Assessment Report: A comprehensive report detailing the findings from the initial data collection and analysis phase.
- Final Assessment Report: A comprehensive report presenting the detailed analysis, recommended organizational structure, staffing models, implementation plan, and strategies for monitoring and evaluation.
- Presentation: A formal presentation to stakeholders, summarizing the key findings, recommendations, and implementation plan.

Timeline: The Public Safety Assessment is expected to be completed within nine months of contract approval, with monthly progress updates provided to the Sheriff's Office and the Board of Commissioners.

Confidentiality: All data collected, reports, and findings related to this assessment will be treated as confidential and shared only with authorized personnel within the Marion County Sheriff's Office. The assessment team will adhere to strict confidentiality protocols to protect the sensitive information provided.

B. SPECIAL REQUIREMENTS.

Contractor shall be solely responsible for and shall have control over the means, methods, techniques, sequences, and procedures of performing the work, subject to the plans and specifications under this Contract and shall be solely responsible for the errors and omissions of its employees, subcontractors, and agents.

Contractor has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Contractor will apply that skill and knowledge with care and diligence and perform Services in a timely, professional, and workmanlike manner in accordance with standards applicable to Contractor's industry, trade, or profession.

KEY PERSONS. Contractor and County agree that each individual specified below is an individual whose special qualifications and involvement in Contractor's performance of Services form part of the basis of agreement between the parties for this Contract and is an individual through whom Contractor shall provide to County the expertise, experience, judgment, and personal attention required to perform Services ("Key Person"). Each of the following is a Key Person under this Contract:

Dr. Bryce Peterson – Project Director
Dr. Ken Novak – Co-Director
Dr. M. Jocelyn Cox – Senior Analyst
Panda Atkins – Jail Operations Subject Matter Expert
Sheriff Justin Smith – Public Safety Subject Matter Expert/NSA Project Manager/Staff Liaison
Pat Royal – Strategic Staffing Subject Matter Expert/NSA Project Manager/Staff Liaison
Jessica Vanderpool – NSA Project Manager/Staff Liaison
Adriana Vlope – Analyst
Heleana Melendez – Analyst

Neither Contractor nor any Key Person of Contractor shall delegate performance of Services that any Key Person is required to perform under this Contract to others without first obtaining County's written consent. Further, Contractor shall not, without first obtaining County's prior written consent, re-assign or transfer any Key Person to other duties or positions so that the Key Person is no longer available to provide County with that Key Person's expertise, experience, judgment, and personal attention. If Contractor requests County to approve a re-assignment or transfer of a Key Person, County shall have the right to interview, review the qualifications of, and approve or disapprove the proposed replacement(s) for the Key Person. Any individual County approves as a replacement for a Key Person is deemed a Key Person under this Contract.

2. COMPENSATION

The total amount available for payment to Contractor under Exhibit A, section 2.A and for authorized reimbursement to Contractor under Exhibit A, section 2.C is \$248,407.77.

- A. **METHOD OF PAYMENT FOR SERVICES.** County shall pay Contractor \$242,514.02 for completing all Services required under this Contract.
- B. **BASIS OF PAYMENT FOR SERVICES.** - Milestone progress payments for completed Services. County shall pay Contractor all amounts due for Services completed and accepted by County and for Goods delivered and accepted by County at the following milestones after County's approval of Contractor's invoice to County for those Services:

Phase I: Kickoff and Preparation:
Meeting with MCSO and BOC – \$12,125.70 (5%)

Phase II: Data Collection: \$72,844.21 (30%)

Conduct Initial Interviews
Perform Document Review
Gather Administrative Data
Conduct Literature Review
Conduct Target Interviews

Phase III: Data Analysis: \$72,844.21 (30%)
Perform Workload Analysis
Perform Organizational Structure Evaluation
Develop Staffing Models

Phase IV:
Prepare Draft Implementation Plan – \$48,562.80 (20%)
Deliver Final Report and Present Findings – \$36,422.10 (15%)

- C. **EXPENSE REIMBURSEMENT.**: County will reimburse Contractor for the following expenses incurred only when the expenses are essential to the discharge of, and within the course and scope of, Contractor’s obligations under this Contract:

Travel related costs including but not limited to lodging, commercial airfare, rental car/ground transportation, and food for site visit(s) to Marion County from Washington D.C. to the Salem, Oregon area.

Total for Reimbursable Expenses. The total amount available to reimburse Contractor for expenses authorized for reimbursement under this Exhibit A, section 2.C is \$5,893.75.

- D. **GENERAL PAYMENT PROVISIONS.** Notwithstanding any other payment provision of this contract, failure of the Contractor to submit required reports when due, or failure to perform or document the performance of contracted services, may result in withholding of payments under this contract. Such withholding of payment for cause shall begin thirty (30) days after written notice is given by the County to the Contractor, and shall continue until the Contractor submits required reports, performs required services or establishes, to the County’s satisfaction, that such failure arose out of causes beyond the control, and without the fault or negligence of the Contractor.
- E. **INVOICES.** Contractor shall send all invoices to County’s Contract Administrator at the address specified below or to any other address as County may indicate in writing to Contractor.

Marion County
Attn: Marion County Sheriff’s Office
PO Box 14500
Salem, OR 97309
Email: SO-Contracts@co.marion.or.us