



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: 05/19/2021

Department: Sheriff's Office Agenda Planning Date: 05/13/2021 Time required:

Audio/Visual aids NA

Contact: Camille Brignon Phone: 503-589-3261

Department Head Signature: [Handwritten Signature: m r Wood]

TITLE: City of Sublimity Patrol Services Agreement

Issue, Description & Background: The purpose of this agreement is to establish the terms and conditions under which the Sheriff's Office will provide patrol services to the City of Sublimity for the 2021-2022 fiscal year.

Financial Impacts: The budgeted amount for this IGA is \$201,788.00.

Impacts to Department & External Agencies: The Sheriff's Office Enforcement Division will provide one full time deputy to conduct patrol services in the City of Sublimity.

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

Recommendation: Approve

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

Presenter: Undersheriff Wood, Commander Jeff Stutrud

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

Copies to: Camille Brignon; cbrignon@co.marion.or.us Jeff Stutrud; jstutrud@co.marion.or.us



Contract Review Sheet

Contract #: SO-4027-21

Person Sending: Camille Brignon Department: Sheriff

Contact Phone #: 503-589-3261 Date Sent: 5/6/2021

Contract Amendment# Lease IGA MOU Grant (attach approved grant award transmittal form)

Title: City of Sublimity_Patrol Services

Contractor's Name: City of Sublimity

Term - Date From: 7/1/2021 Expires: 6/30/2022

Contract Total: \$201,788.00 Amendment Amount: \$0.00 New Contract Total: \$201,788.00

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 (attach)
- CIP# _____ (required for all goods /software greater than \$5,000)
- Feasibility Determination (attach approved form)
- Federal Funds (attach sub-recipient / contractor analysis)
- Reinstatement (attach written justification)
- Retroactive (attach written justification)

Description of Services or Grant Award:

This agreement establishes the terms by which the Marion County Sheriff's Office will provide patrol services to the City of Sublimity.

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
CITY OF SUBLIMITY
and
MARION COUNTY

1. PARTIES TO AGREEMENT

This Agreement between City of Sublimity, 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

Agency is in need of law enforcement services and County is willing to provide those services on the terms and conditions hereinafter stated. These services are further described in Section 5.

3. TERM AND TERMINATION

3.1 This Agreement shall be effective for the period of July 1, 2021 through June 30, 2022 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 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

County to provide the services required by this agreement is for any reason denied, revoked or not renewed.

- d. If County fails to provide services called for by this agreement within the time specified herein or any extension thereof.
- e. If County 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 Agency, fails to correct such failure(s) within ten (10) days or such longer period as the Agency 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 For such services provided, Agency agrees to pay County on a monthly basis the amount billed. The sum of \$201,788.00 is the estimated maximum payment amount obligated by the Agency for services provided from July 1, 2021 through June 30, 2022, as indicated in Attachment A.

4.2 Marion County Sheriff's Office Deputies are members of the Marion County Law Enforcement Association (MCLEA). Wages, working hours, training, overtime and other economic factors are subject to change as a result of bargaining agreements reached with the unit. The actual sum of the contract will be reflective of the rate of the deputy selected/assigned to duty for performance of this Agreement.

5. OBLIGATIONS UNDER THE TERMS OF THIS AGREEMENT

5.1 County shall provide law enforcement services for the citizens of the City of Sublimity within the corporate limits of the city. There may be instances where the deputy assigned to the Agency ("assigned deputy") responds for cover outside of the corporate limits. In all instances where this occurs, Agency has the right to ask for clarification as to the nature of the cover calls. A supervisor may assign follow-up to contract deputy as appropriate.

5.2 County shall assign one (1) deputy, 40 hours per week to perform the services requested in this agreement. County, in consultation with Agency and in conformance with the MCLEA Collective Bargaining Agreement, shall determine the working hours for the deputy assigned. Vacation hours, sick hours, or training needed as determined by County will count toward the 40-hour workweek. During times of leave, County will continue to provide law enforcement services to Agency in a timely manner depending on the nature of calls for service. Some calls for service may be pended for follow-up by the Agency assigned deputy.

5.3 The assigned deputy is in no way considered an employee of Agency and shall be directed by operational and personnel policies of County. Salaries and fringe benefits will be provided by County.

5.4 The rendition of law enforcement services, the standards of performance, the discipline of deputy, and other matters incident to the performance of such services and the control of the personnel so employed, shall remain with County. Issues arising from the contracted services and deputy assigned will be taken care of through Agency representatives and County. Agency may establish law enforcement priorities which County will communicate to the deputy.

5.5 For the purpose of this Agreement and the services herein, County shall furnish and supply all necessary labor, supervision, equipment, radio communications facilities, and supplies necessary to maintain the level of services to be rendered.

5.6 County shall inform Agency of the deputy's tentative monthly schedule at least a week prior to the beginning of the schedule. County shall attempt to accommodate requests for particular coverage requested by Agency.

5.7 The assigned deputy or Contracts Sergeant may attend City Council and/or police commission meetings to the extent Agency request such attendance prior to the meeting.

5.8 When available, County shall provide at no extra cost, extra patrol for Agency if necessary in case of emergency or when assigned deputy requests back-up.

5.9 As part of routine patrol, assigned deputy will check on businesses and residential areas. As time allows, patrol deputies will provide additional routine patrol as part of their patrol district responsibilities. Any requested services outside the details outlined in this agreement shall be discussed during City Council meetings and shall be mutually agreed upon by Agency and County.

5.10 Contract deputy will be proactive and seek positive methods of community policing.

5.11 As with our other service contracts the ability for deputies to take vacation and/or sick leave is considered part of the contractual agreement. If the municipality wants additional coverage (i.e., vacation coverage) while the assigned deputy is away that is negotiable or can be part of the overtime assessment of the agreement. A typical deputy will accrue up to two weeks of vacation per year.

5.12 The assigned deputy has access to all of the services the Sheriff's Office provides to our staff. This includes but is not limited to: Detectives, Community Relations Unit, Search and Rescue, Evidence, Forensics (finger print evidence), SWAT, and direct working relations with Parole and Probation. In the event of a major incident, these resources may be utilized by the assigned deputy.

5.13 In the event that additional projects arise within the contract areas, Sheriff's Office resources may be assigned to assist the contracting agency. The overtime for the special projects and additional resources may be covered within the current contract.

5.14 Agency grants to the County, full municipal police authority. County shall cite offenders to the Marion County Justice Court for all violations that are within the jurisdiction of the Court.

5.15 By the 5th of each month, County shall provide to Agency a report of the previous month's activities related to the Agency.

5.16 County will submit monthly billings with actual costs of Personnel Services and pro-rated monthly costs for Materials and Services and Indirect Costs identified in the attached and incorporated Attachment A.

5.17 Agreement may be renewed annually upon agreement regarding the budget items and revision to Attachment A. Agency must notify County of its intent to renew before May 1. Agency and County will then negotiate revisions to the budgetary items in Attachment A. Each renewal must be in writing, incorporate the revision to Attachment A and be executed by both parties. County will provide Agency budget projections for the upcoming fiscal year by April 1.

5.18 County will work collaboratively with Agency during the deputy interview process. Following the interview process, the County will present the interview panel's selection to the Sublimity City Council for final approval.

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:

For Agency:

Mayor Jim Kingsbury

City of Sublimity

245 NW Johnson St.

PO Box 146

Sublimity, OR 97385

Ph. 503-769-5475

james.kingsbury@cityofsublimity.org

For County:

Camille Brignon

Marion County Sheriff's Office

100 High Street NE

PO Box 14500

Salem, Or 97309

Ph. 503-589-3261

cbrignon@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 SIGNATURE
BOARD OF COMMISSIONERS:**

Chair Date

Commissioner Date

Commissioner Date

Authorized Signature:  5.5.2021
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 SUBLIMITY

Authorized Signature: _____ Date: _____

Title: _____

Authorized Signature: _____ Date: _____

Title: _____

Attachment A

DRAFT

**Marion County Sheriff's Office
Sublimity Budget
2/24/2021**

FY21-22 Preliminary Budget
Personnel
100% Deputy Tom Barber

Salary & Benefits	Overtime	Total Personnel Services	Materials & Services	Admin Charges	Total Annual Cost
136,988	8,778	145,766	39,971	16,051	201,788

Materials & Services

2021-22 Per FTE	
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Office Supplies	407
Field Supplies	335
Departmental Supplies	238
Clothing	601
Gasoline	2,740
Data Connections	492
Postage	135
Cell Phones	650
Laundry Services	142
Misc Contractual	269
Communication Services	17,487
Printing Services	67
Maint. - Office Equipment	200
Smart Export Lite -E-Cite Maintenance	375
Training	640
Fleet	15,192
Total Direct Costs	39,971

Administrative Charges (9.54%)	16,051
Total Indirect Costs	16,051