



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: Wednesday, June 28, 2023

Department: Sheriff's Office Agenda Planning Date: 6/15/2023 Time required: 15 min.

Audio/Visual aids

Contact: Kristy Witherell Phone: x4402

Department Head Signature: [Signature: m Wood] DocuSigned by: D35430AD507F404

TITLE Consider approval of the incoming funds Intergovernmental Agreement with the City of Jefferson in the amount of \$689,641.00 to provide law enforcement services within the city from July 1, 2023, through June 30, 2024.

Issue, Description & Background The Marion County Sheriff's Office (MCSO) will provide law enforcement patrol services within the city of Jefferson during the 2023-24 fiscal year.

Financial Impacts: The incoming funds generated from these services are estimated to be \$689,641.00 during the term of this agreement.

Impacts to Department & External Agencies \$689,641.00

Options for Consideration: 1) Approve the incoming funds Intergovernmental Agreement with the City of Jefferson to provide law enforcement services. 2) Deny the incoming funds Intergovernmental Agreement with the City of Jefferson to provide law enforcement services. 3) Take no action at this time.

Recommendation: Approve the incoming funds Intergovernmental Agreement with the City of Jefferson to provide law enforcement services within the city from July 1, 2023, through June 30, 2024.

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

Presenter: Commander Jeff Stutrud

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

Copies to: Jeff Stutrud - jstutrud@co.marion.or.us Kristy Witherell - kwitherell@co.marion.or.us

Contract Review Sheet

SO-5495-23

Intergovernmental Agreement #: SO-5495-23 Amendment #: _____

Contact: Kristy Witherell Department: Sheriff's Office

Phone #: (503) 365-3179 Date Sent: Wednesday, May 31, 2023

Title: City of Jefferson - FY 2023-24 LE Patrol Services

Contractor's Name: City of Jefferson

Term - Date From: July 1, 2023 Expires: June 30, 2024

Original Contract Amount: \$689,641.00 Previous Amendments Amount: _____

Current Amendment: _____ New Contract Total: \$689,641.00 Amd% _____

Incoming Funds Federal Funds Reinstatement Retroactive Amendment greater than 25%

Source Selection Method: 50-0010 General Exemptions (IGAs and QRFs)

Description of Services or Grant Award

Marion County will provide law enforcement services within the City of Jefferson for the 2023-24 fiscal year.

Desired BOC Session Date: 6/28/2023 BOC Planning Date: 6/15/2023

Files submitted in CMS: 6/7/2023 Printed packet & copies due in Finance: 6/13/2023

BOC Session Presenter(s) Commander Stutrud

FOR FINANCE USE

Date Finance Received: 6/7/2023 Date Legal Received: _____

Comments: Y

REQUIRED APPROVALS

Finance - Contracts _____ Date _____ Contract Specialist _____ Date _____

Legal Counsel _____ Date _____ Chief Administrative Officer _____ Date _____

INTERGOVERNMENTAL AGREEMENT
Between
MARION COUNTY and CITY OF JEFFERSON
SO-5495-23

1. PARTIES TO AGREEMENT

This Agreement between City of Jefferson, 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 will provide law enforcement services to Agency. These services are further described in Section 5.

3. TERM AND TERMINATION

- 3.1 This Agreement shall be effective for the period of July 01, 2023, through June 30, 2024, 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 either party 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 either party, fails to correct such failure(s) within ten (10) days or such longer period as the either 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, monthly, the amount billed. The sum of \$689,641.00 is the estimated maximum payment amount obligated by Agency for services provided from July 1, 2023, through June 30, 2024, as indicated in Exhibit A.
- 4.2 Requests for payment shall be submitted to the Agency monthly, to the attention of: City of Jefferson Finance at the following address: PO Box 83, Jefferson, OR 97352-0083.
- 4.3 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 the bargaining agreement 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 the Agreement.

5. OBLIGATIONS UNDER THE TERMS OF THIS AGREEMENT

- 5.1 County shall provide law enforcement services for the citizens of the City of Jefferson 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 two (3) deputies, 40 hours per week to perform the services requested in this agreement, for a total of one hundred and twenty (120) hours of law enforcement coverage per week within the corporate limits of the City of Jefferson. In the event County staffing levels prohibit assigning a deputy to provide contract service, the County will provide emergent services to include responding to calls and patrol needs as time allows. The County will bill for services provided until such time a full-time deputy is assigned. County, in consultation with Agency and in conformance with the MCLEA Collective Bargaining Agreement shall determine the working hours for the deputies 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. There may be instances where contract deputies may not be available due to being off duty or not on duty yet. A supervisor may hold a call until the contract deputy is on duty. This would only be in extreme cases where priority (emergency) calls for service preclude a deputy from another district responding to Agency on non-emergency call types. All calls will be answered or followed up on.

- 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 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 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 (fingerprint 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. 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 Jefferson Municipal 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 Exhibit A.
- 5.17 Agreement may be renewed annually upon agreement by both parties, regarding the budget items and revision to Exhibit 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 Exhibit A. Each renewal must be in writing, incorporate the revision to Exhibit 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 Jefferson 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:

City of Jefferson
Attn: City Manager/Recorder
PO Box 83
Jefferson, OR 97352-0083
(541) 327-2768
scook@jeffersonoregon.org

For County:

Marion County Sheriff's Office
Attn: Contracts Specialist
PO Box 14500
Salem, OR 97309
(503) 373-4402
SO-Contracts@co.marion.or.us

12. 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: _____
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 _____

CITY OF JEFFERSON

Authorized Signature: _____ Date: _____

Title: _____

Exhibit A

**Marion County Sheriff's Office
City of Jefferson
4/6/2023**

3/16/2022

FY23-24 Preliminary Budget

100% Deputy Morse
100% Deputy West
100% Deputy Connelly

Salary & Benefits	Overtime**	Total Personnel Services	Materials & Services	Admin Charges	Total
140,875	8,294	149,169	43,186	28,277	220,632
165,942	9,624	175,566	43,186	28,277	247,029
140,875	9,643	150,518	43,186	28,277	221,981
447,692	27,561	475,253	129,557	84,831	689,641

2023-24 Per FTE	3 FTE
--------------------	-------

Office Supplies	407	1,220
Field Supplies	335	1,006
Departmental Supplies	238	715
Clothing	601	1,803
Gasoline	3,937	11,812
Data Connections	492	1,476
Postage	135	406
Cell Phones	650	1,950
Laundry Services	142	426
Misc Contractual	269	807
Communication Services	18,282	54,847
Printing Services	67	201
Maint. - Office Equipment	200	600
Smart Export Lite -E-Cite Maintenance	375	375
Training	640	1,920
Fleet	16,668	49,992
Total Direct Costs	43,440	129,557

Administrative Charges (14.03%) 28,277
Total Indirect Costs 28,277

****Note:** Overtime amounts are to include holidays worked, court overtime and special event coverage estimated at 11 days per deputy per year at their overtime rate including benefits