



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: DocuSigned by: [Signature] 035430AD507F404

TITLE Consider approval of the incoming funds Intergovernmental Agreement with the City of Sublimity in the amount of \$237,420 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 Sublimity during the 2023-24 fiscal year.

Financial Impacts: The incoming funds generated from this agreement are estimated to be \$237,420.00

Impacts to Department & External Agencies \$237,420.00 incoming funds

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

Recommendation: Approve the incoming funds Intergovernmental Agreement with the City of Sublimity to provide law enforcement services 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-5494-23

Intergovernmental Agreement #: SO-5494-23 Amendment #: _____

Contact: Kristy Witherell Department: Sheriff's Office

Phone #: (503) 373-4402 Date Sent: Wednesday, May 31, 2023

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

Contractor's Name: City of Sublimity

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

Original Contract Amount: \$237,420.00 Previous Amendments Amount: _____

Current Amendment: \$0.00 New Contract Total: \$237,420.00 Amd% 0%

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

The Marion County Sheriff's Office will provide law enforcement services within the City of Sublimity 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: 6/2/2023 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 SUBLIMITY
SO-5494-23

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

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 County fails to provide services called for in 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 County 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 \$237,420.00 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 Sublimity Finance at the following address: PO BOX 146, Sublimity, OR 97385.
- 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 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 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 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 Sublimity 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 in Exhibit A.
- 5.17 Agreement may be renewed annually upon agreement 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 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:

City of Sublimity
Attn: Mayor Jim Kingsbury
245 NW Johnson St.
PO Box 146
(503) 769-5475
Sublimity, OR 97385
James.kingsbury@cityofsublimity.org

For County:

Marion County Sheriff's Office
Attn: Contracts Specialist
PO Box 14500
Salem, OR 97309
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 SUBLIMITY

Authorized Signature: _____ Date: _____

Title: _____

Exhibit A

Marion County Sheriff's Office Sublimity Budget 4/6/2023

FY23-24 Preliminary Budget
Personnel
100% Deputy Tom Barber

Salary & Benefits	Overtime	Total Personnel Services	Materials & Services	Admin Charges	Total Annual Cost
156,727	9,507	166,234	41,982	29,204	237,420

Materials & Services

	2023-24 Per FTE
Office Supplies	407
Field Supplies	335
Departmental Supplies	238
Clothing	601
Gasoline	2,667
Data Connections	492
Postage	135
Cell Phones	650
Laundry Services	142
Misc Contractual	269
Communication Services	18,282
Printing Services	67
Maint. - Office Equipment	200
Smart Export Lite -E-Cite Maintenance	375
Training	640
Fleet	16,481
Total Direct Costs	41,982

Administrative Charges (14.03%)	29,204
Total Indirect Costs	29,204

****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