



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: 3/13/2019

Department: Sheriff's Office Agenda Planning Date: 2/21/2019 Time required:

Audio/Visual aids

Contact: Camille Peterson Phone: 503-589-3261

Department Head Signature: 

TITLE East Salem Patrol Services Agreement

Issue, Description & Background The purpose of this agreement is to establish the terms and conditions under which the County will provide law enforcement service to the East Salem Service District.

Financial Impacts: The East Salem Service District public safety assessment fee will be utilized by the Marion County Sheriff's Office to fund patrol deputy positions including all associated costs for the positions assigned to patrol the District.

Impacts to Department & External Agencies The Sheriff's Office will hire, train, fill and assign 10 full time deputy positions within 24 months of the execution of this agreement.

Options for Consideration: 1) Approve
2) Do Not Approve
3) Take no action at this time

Recommendation: Approve the Execution of this Agreement

List of attachments: ESSD Agreement

Presenter: Sheriff Jason Myers, Commander Joe Kast

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

Copies to: Camille Peterson, cpeterson@co.marion.or.us Joe Kast jkast@co.marion.or.us

INTERGOVERNMENTAL AGREEMENT
Between
MARION COUNTY and EAST SALEM SERVICE DISTRICT
for
LAW ENFORCEMENT SERVICES

1. PARTIES TO AGREEMENT

This Agreement between the East Salem Service District, a county service district formed under ORS chapter 451, hereafter called District, 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 District. These services are further described in Section 5.

3. TERM AND TERMINATION

3.1 This Agreement shall be effective upon signature by both parties and be effective through June 30, 2021 unless sooner terminated or extended as provided herein.

3.2 This Agreement may be extended for an additional period of three (3) years 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 90 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 or District may terminate this Agreement effective upon delivery of written notice to the other party 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 either party 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 The total amount paid under this Agreement shall not exceed the budgeted amount authorized by the District governing body. Payments under this Agreement shall be made according to the following terms: County shall determine the fee the District owes to County for services provided pursuant to this Agreement during the budget process. The methodology for calculating the fee for services provided pursuant to this Agreement is set forth in Exhibit A, attached hereto and incorporated herein by this reference. The County's internal journal entry billing process shall be used to make payments from the District to the County on a quarterly basis.

4.2 The East Salem Service District public safety assessment fee will be utilized by the Marion County Sheriff's Office to fund patrol deputy positions including all associated costs for the positions assigned to patrol the District as referenced in the Policy Statement set forth in Exhibit B, and as further described in section 5.2.

5. OBLIGATIONS UNDER THE TERMS OF THIS AGREEMENT

5.1 UNDER THE TERMS OF THIS AGREEMENT, DISTRICT SHALL:

5.1.1 Make payment to the County pursuant to this Agreement in accordance with section 4.1 above.

5.2 UNDER THE TERMS OF THIS AGREEMENT, COUNTY SHALL:

5.2.1 Provide law enforcement services for the citizens of the District within the corporate limits of the District. There may be instances where the deputies assigned to the District ("assigned deputy") respond for cover outside of the District's corporate limits. In all instances where this occurs, District has the right to ask for clarification as to the nature of the cover calls.

5.2.2 Hire and train deputies to fill ten (10) full time deputy positions, and within twenty four (24) months will maintain, train and assign ten (10) full time deputies, to perform the services described in this Agreement.

5.2.3 Be responsible for the rendition of law enforcement services, the standards of performance, the discipline of deputies, and other matters incident to the performance of such services and the control of the personnel so employed.

5.2.4 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.

5.2.5 Provide deputies who will be proactive and seek positive methods of community policing.

5.2.6 Assign deputies who shall have access to all of the services the Marion County Sheriff's Office provides to its staff. This includes but is not limited to: Detectives, Street Crimes (drug activity complaints), 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. County shall provide to District a report of activities related to the District.

5.2.7 Restrict the use of all payments received from the District under this Agreement to costs related to the activities described in this section.

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 District or County under this Agreement shall be sufficient if given, in writing, by first class mail or in person as follows:

Any notice required to be given the District or County under this Agreement shall be sufficient if given, in writing, by first class mail or in person as follows:

For District:

East Salem Service District
P.O. Box 14500
Salem, OR 97309

For County:

Marion County
Board of Commissioners
P.O. Box 14500
Salem, OR 97309

Copy to:

Marion County Sheriff's Office
P.O. Box 14500
Salem, OR 97309
cpeterson@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:  2/21/19
Sheriff / Undersheriff Date

Authorized Signature: _____
Chief Administrative Officer Date

Reviewed by Signature: _____
Marion County Legal Counsel Date

Reviewed by Signature: _____
Marion County Contracts & Procurement Date

EAST SALEM SERVICE DISTRICT

 2-6-19
Chair Date

 2-7-19
Director Date

 2-7-19
Director Date

EXHIBIT A

PUBLIC SAFETY ASSESSMENT FEE IMPOSED WITHIN THE EAST SALEM SERVICE DISTRICT

The public safety assessment fee imposed within the East Salem Service District ("ESSD") shall be an annual fee payable to Marion County.

The fee is as follows:

- A. Single family residences: \$120 per year.
- B. Multi-family residences: \$120 per year per unit.
- C. Commercial/industrial properties: \$120 per year per acre. Acreage will be rounded up to the next whole acre. If a property contains less than one acre it will be charged \$120 per year.

Properties which are exempt from property taxation will be charged at the commercial/industrial rate.

Vacant land will be charged at the commercial/industrial rate, regardless of how it is zoned.



MARION COUNTY SHERIFF'S OFFICE

JASON MYERS, SHERIFF

Policy Statement for the East Salem Service District, Public Safety Assessment Fee

Summary

The East Salem Service District ("Service District") public safety assessment fee will be utilized by the Marion County Sheriff's Office to fund 10 patrol deputy positions, along with all associated direct and indirect costs for these positions to be exclusively assigned to patrol the Service District. Priorities for these deputies include responding to calls, engaging the community with emphasis on building community partnership, solving problems and addressing livability concerns.

Background and Timeline

A review of data illustrated a consistent, concentrated need for public safety services in the Hayesville and Four Corners areas of East Salem, which accounts for approximately 54% of all calls for service.

- April 4, 2018 – Process to add law enforcement services to the Service District initiated by Board Order.
- April 17, 2018 – Town hall held at Houck Middle School.
- April 23, 2018 – Town hall held at Chemeketa Community College.
- May 9, 2018 – First public hearing held.
- May 16, 2018 – Board order following first public hearing.
- June 6, 2018 – Second public hearing held; Board order signed to add public safety assessment fee.

Requirements

The Sheriff (or designee) will attend all Service District governing board meetings to provide updates on the budget and/or services that are being provided in the District.

Each March, the Sheriff's Office will contact the Marion County Assessor's Office and the Marion County Public Works Department for the purpose of assessing all real properties within the Service District that are subject to the public safety assessment fee and to add any newly built real properties that are subject to the public safety assessment fee.

The public safety assessment fee will be included on the annual property tax statements for real properties within the Service District. The Marion County Public Works Department has agreed to assist with billing the public safety assessment fee on all exempt properties within the Service District. This billing will be done in conjunction with the storm water assessment fee that is already being assessed to these exempt properties.