



Harrisburg Law Enforcement Ad-Hoc Committee Agenda
November 08, 2021
6:30 PM

Chairperson: Robert Duncan
Councilors: Mike Caughey, Kimberly Downey, and Charlotte Thomas
Citizens: Travis Crosman and Don Messick
Meeting Location: Harrisburg Municipal Center located at 354 Smith St.

PUBLIC NOTICES:

1. *This meeting is open to the public and will be tape-recorded.*
2. *Copies of the Staff Reports or other written documents relating to each item on the agenda are on file in the office of the City Recorder and are available for public inspection.*
3. *All matters on the Consent Agenda are considered routine and will be enacted by one motion. Any member of the public can request that a matter be removed from the Consent Agenda for discussion. It will then be discussed under the "Other" part of the meeting schedule.*
4. *The City Hall Council Chambers are handicapped accessible. Persons with disabilities wishing accommodations, including assisted listening devices and sign language assistance are requested to contact City Hall at 541-995-6655, at least 48 hours prior to the meeting date. If a meeting is held with less than 48 hours' notice, reasonable effort shall be made to have an interpreter present. The requirement for an interpreter does not apply to an emergency meeting. ORS 192.630(5)*
5. *Persons contacting the City for information requiring accessibility for deaf, hard of hearing, or speech-impaired persons, can use TTY 711; call 1-800-735-1232, or for Spanish voice TTY, call 1-800-735-3896.*
6. *The City of Harrisburg does not discriminate against individuals with disabilities, and is an equal opportunity provider.*
7. *For information regarding items of discussion on this agenda, please contact City Recorder Lori Ross, at 541-995-6655*
8. *Meetings are held in a facility that is disinfected. Masks are required at this time and the City asks anyone that is running a fever, has an active cough or respiratory difficulties, not to attend this meeting.*
9. *If you wish to testify and are unable to attend due to the Coronavirus Pandemic, please contact the City Recorder to be placed on a Conference Call list during the meeting.*

CALL TO ORDER AND ROLL CALL by Chairperson, Robert Duncan

CONCERNED CITIZEN(S) IN THE AUDIENCE. (Please limit presentation to two minutes per issue.)

NEW BUSINESS

1. THE MATTER OF DISCUSSION IN RELATION TO LAW ENFORCEMENT OPTIONS FOR THE CITY OF HARRISBURG

STAFF REPORT:

Exhibit A: Police Research Spreadsheets

Exhibit B: LCSO Contract

Exhibit C: Coburg Contract

Exhibit D: Qtly Crime Report for Harrisburg & Harrisburg 3rd Qtr.

Report

ACTION: REVIEW AND DISCUSS INCLUDED MATERIALS

OTHER ITEMS

ADJOURN

Agenda Bill

Harrisburg Law Enforcement Ad-Hoc Committee

Harrisburg, Oregon

THE MATTER OF A DISCUSSION IN RELATION TO LAW ENFORCEMENT OPTIONS FOR THE CITY OF HARRISBURG

STAFF REPORT:

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Report

ACTION: REVIEW AND DISCUSS INCLUDED MATERIALS

THIS AGENDA BILL IS DESTINED FOR: LE-AHC Meeting - November 8, 2021

BUDGET IMPACT		
COST	BUDGETED?	SOURCE OF FUNDS
\$279,200	Yes	General Fund

BACKGROUND INFORMATION:

The City Council has had discussions over many years about the possibilities of establishing our own Police Department. The City has been told in the past that it would likely cost well over a \$1,000,000 to have our own department. Citizens in our community are now asking the City Council again to consider establishing our own Police Department, and the City Council has told the community that we will look at the possibilities of establishing our own department or consider changing our current contracts to provide us with more, or different monthly services. This Ad-Hoc Committee has been created to focus on this issue, and to return to the City Council with some realistic options.

To move forward, we need to understand how the current law enforcement contracts are working for the City, as well as some basic information. Staff has put together a spreadsheet (**Exhibit A, Page 1**) that outlines police agencies in our regional area. Oakridge and Toledo are both comparable in size to Harrisburg, and in fact, are included in our wage analysis comparisons. We also reviewed the budgets for these other cities; the Committee will find actual budget line items for materials and services for most regional police departments in **Exhibit A, Page 2**. Please be aware that every City does things differently. Some of the cities are lumping liability costs in the general fund, and don't break it out into materials and services in the police fund. Others have

contracted services listed in different sections of their budget. Also, some cities are better than others in reporting their information on-line. Staff has the entire police budgets for the cities used in this research and can provide more in-depth information to the Ad-Hoc Committee in the future if needed.

The Committee will find that the information for our existing contracts for law enforcement is also shown on the worksheet in **Exhibit A, Page 1**. Technically, the City contracts for 1.78 FTE's (full time equivalents) at the cost of \$279,200 a year. The contract for both LCSO (**Exhibit B**) and Coburg (**Exhibit C**) expire on June 30, 2022, and the City will be negotiating with both in the future, after determining how to move forward in upcoming discussions in relation to this subject. To pay for any options being considered, it will likely require that we change the contracted amounts being shown.

Finally, a cost analysis for a first-year police department is being shared with the Committee on the worksheet shown in **Exhibit A, Page 3**. This is based upon the information available through research of other cities budgets. Obviously, this information is highly variable. For example, if we chose to establish our own department, we could decide to add bodycams in the future, rather than starting that way. We could start with only one person on staff, instead of two. The challenge with a very small department is that we would likely need to maintain our other law enforcement contracts in some manner, in order to provide more targeted services for our community. Staff chose realistic budget numbers to show the costs for a quality police department, in ideally the way it should be set up from the beginning. Options shown are for both a 1-person and 2-person police department.

The cost analysis clearly shows that establishing our own police department would likely not be feasible with the funds we currently have available (\$279,200). After making budget cuts to come up with an additional \$200,000 for the street fund, discretionary funds in any fund are relatively small. The American Rescue Plan Act (ARPA) provided the City with \$432,548 for this and the next fiscal year. However, ARPA funds are not allowed to be used for law enforcement services, except for very limited purposes. (This fiscal year, \$113,000 of ARPA funds are being used in other funds to avoid raising utility rates for customers. \$279,551 is being saved between the general fund, and in community and economic development, until the water treatment plant project is re-bid, and we can re-evaluate whether those funds are needed for the water bond project.)

When looking at possible funding sources (**Exhibit A, Page 4**), it's clear that cities with police departments operate on a combination of funding from multiple sources. Five (5) of the cities researched charge public safety fees which are included with other services charged on citizens utility statements. Three (3) cities have contracts with other agencies using their services, while two (2) cities have local tax levy's. Some cities show how property tax revenue is spread through their funds, while others leave it in the General Fund, and transfer out. Staff can do more research on information that is of interest to this Committee, such as finding out details in relation to the public safety fees, and amounts being charged to citizens.

The benefits of having our own department would be knowing that 100% of their time is spent in Harrisburg; the City would also be able to direct policy to focus on what is most important to us. However, the cost is high enough, that the number of people hired wouldn't allow the type of coverage that the community desires. Staff suggests that it is far more economical for the City to add hours to our current contracts, in order to focus specifically on Harrisburg, rather than to establish our own department. We could add enough hours to our contract with the City of Coburg to give us a person more dedicated to being in Harrisburg. We could also re-open negotiations with LCSO to determine if we could return to having local deputies assigned just to our community, like Veneta and Creswell both do. (Harrisburg used to have 'resident deputies', that worked out of the substation, rather than just using it when in town). However, staff notes that the contracts between Veneta & Creswell with Lane County Sheriff's Dept. (also a LCSO), are both in the million-dollar category for 4.5 and 5.0 FTE's respectively. The Linn County Sheriff's Office had their operations levy approved by the voters on November 2. However, with citizens paying for 3 different bonds, plus the replacement law levy, it's unlikely that local taxpayers would want to choose to pay more taxes. Other tax levy's for law enforcement services in our regional area are regularly shot down by taxpayers.

Staff is gathering more information in relation to this subject for future meetings. Some of that includes Best Practice Guides from the Bureau of Justice Assistance (BJA) & US Dept. of Justice (DOJ), from the International Association of Chiefs of Police. Also available are Guidelines from the US Dept. of Justice for Starting and Operating New Police Departments. (Staff will hand out this document at our meeting.) In addition, the 3rd Quarter Crime Reports are located in **Exhibit D**. Harrisburg statistics show that we have less crime than last year at this time, and that we are lower in crime rates than Millersburg; Mill City is also seeing increased crime numbers at this time. At the same time, however, we see a lot of reports on Facebook from residents reporting theft and suspicious activity. Luckily, citizens are being more vigilant than in the past, and cameras recording activity around homes is more prevalent.

Finding out what our citizens want is an important step to take when analyzing what types of services, the City should be providing. We will have opportunities in the future to send out survey's and will look at obtaining feedback from citizens. This Committee should review the information provided and discuss options that are available. Staff can also be directed to obtain more specific information if desired, including meeting with other agencies. Future meetings will be held on the first Thursday in December and January. Staff hopes to take any solid options to the City Council meeting being held on January 19, 2022.

REVIEW AND APPROVAL:

11/3/2021
Michele Eldridge Date
City Administrator

Police Research Database

City	Population	FTE's	Reserve Officers	Total Law Enforcement Budget	Paid to other agencies for police services	Property Tax Rate	Local Levy for Police Services	Total Personnel Services	Total Materials and Services	Other	Jail	Dispatch	Notes
Coburg 20/21	1075	4	7	\$ 686,595		3.351	n/a	\$ 525,795	\$ 160,800		No - contract out	No - contracts out	Added one deputy this fiscal year
Toledo	3520	14.5		\$ 1,789,270		5.81	n/a	\$ 1,548,620	\$ 172,150	\$ 68,500	No - Contract with Lincoln County	Yes (5.5 FTE)	
Oakridge 20/21	3680	6	6	\$ 1,148,700		7.1996	n/a	\$ 857,800	\$ 284,700	\$ 6,200	No - Not Certain	Communications Officer	Provides contracted services to Westfir & Lowell
Harrisburg	3695	1.78	3720 Hrs	\$ 279,200	\$ 279,200	3.1875	LCSO Regional	(See Table Below)			No - Contracted with our LCSO		
Veneta*	4953	4.5	Contract	\$ 1,304,700	\$936,600	5.6364	n/a				Uses LCSO Jail	No	
Philomath	5370	10		\$ 1,541,300		5.3005	n/a	\$ 1,327,000	\$ 214,300	\$ -	No - Contracts with Benton County	No	
Creswell*	5540	5	Contract	\$ 1,020,156	\$1,020,156	2.6521	Yes - .55 cents				Uses LCSO Jail	No	
Junction City	6200	17		\$ 3,708,900		6.0445	Yes - .6 cents	\$ 2,115,100	\$ 843,100	\$ 750,600	Yes - 2 cells; also contracted with LCSO	Yes	Provides contracted services to the U of O

* Cities contracting with Lane County Sheriff's Office

Services	FTE	Budget	Hours - Annual	Hours Per-Month
LCSO	1.58	\$ 249,200	3300	275
Coburg	0.20	\$ 30,000	420	35

Police Department Information - Current Fiscal Year Budget Details									
	Coburg	Junction City	Oakridge	Philomath	Toledo	Creswell	Veneta		
	2020-2021	2021-2022	2020-2021	2021-2022	2021-2022	2021-2022	2021-2022		
Chief of Police	\$ 94,321		\$ 90,400	\$ 108,828	\$ 91,641				
Police Officers (Includes Dispatch if applicable)	\$ 248,033	\$ 1,230,700	\$ 350,776	\$ 678,540	\$ 875,717				
All Personnel Costs (if not broken out)	\$ 183,157	\$ 844,900	\$ 311,260	\$ 540,800	\$ 544,747		\$ 1,020,156	\$ 936,600	
Benefits (Includes Soc Sec, Health, Holiday, Retirement)									
Dispatch Contract/System	\$ 63,000		\$ 71,000		\$ 50,000		*Thru County, included in contract		
Police Car	\$ 15,300	\$ 91,300	\$ 38,100	\$ 38,875	\$ 27,000		n/a	n/a	
Contract for Jail	\$ 12,000	\$ 17,000			\$ 25,000		n/a	n/a	
Radios	\$ 5,000	\$ 21,000	\$ 9,700	\$ 2,575			n/a	n/a	
Software	\$ 4,000	\$ 51,900		\$ 23,381			\$ 7,000		
IT		\$ 38,300		\$ 5,800					
Animal Regulation Expenses		\$ 5,000	\$ 400				\$ 3,000		
Uniforms	\$ 7,000	\$ 12,500	\$ 9,000						
Legal	\$ 1,300	\$ 12,500	\$ 4,000	\$ 4,000			\$ 2,500		
Phone System for Dispatch		\$ 28,800							
Ammo/Guns		\$ 7,000	\$ 4,900	\$ 3,502					
Jail- if present		\$ 10,000	\$ 2,000				\$ 1,000		
Body Cameras									
Equipment Repair/Maint	\$ 20,300	\$ 24,000	\$ 1,200	\$ 9,270	\$ 4,000				
Travel/Training	\$ 5,000		\$ 7,000	\$ 3,200	\$ 12,000				
Coroner			\$ 8,223						
Insurance for City Liability/Auto			\$ 40,000						
Workers Comp, if separate from other ins.	Not listed	\$ 39,500	\$ 15,587	\$ 22,472					
Other/Supplies									
Capital Outlay	\$ 5,000				\$ 24,515				
					\$ 33,000				

Columns do not include every line item from the Police Fund budgets from each City. Costs have been combined in many cases. Because every City budgets differently, it's very hard to determine a comparison. One City may list dispatch services, while another one, that we know has dispatch, doesn't include that specific line item, and lumps it in a different location. Also, please note that Coburg and Oakridge have not yet posted their current fiscal year budgets.

HARRISBURG START-UP & 1ST YEAR POLICE DEPARTMENT EXPENSES									
2 Person Department					1 Person Department				
Personnel	FTE	Start-up Expenses Option 1		Annual Budget	Notes:	Start-Up Expenses Option 2		Annual Budget	
		Budget				Budget			
Police Chief	1	\$ 85,000	\$ 87,550	\$ 85,000	\$ 87,550	Based on Average in our region			
Police Officer	1	\$ 65,000	\$ 66,950	\$ -	\$ -				
Reserves	1	\$ 2,000	\$ 2,000	\$ 4,000	\$ 4,500	(On-call Pay, Boots Allowance)			
Benefits/Payroll		\$ 120,000	\$ 123,600	\$ -	\$ 61,800				
Materials/Services	2.0 FTE			1.0 FTE		Includes Light Bars/Security/Transport Partition/Cage for Animals/Graphics/Fire Extinguishers/Floodlights/Laptop Cradle			
Vehicles (2)		\$ 140,000		\$ 70,000					
Vehicle Reserve		\$ 30,000	\$ 10,000	\$ 15,000	\$ 10,000				
Maintenance/Fuel		\$ 50,000	\$ 30,000	\$ 40,000	\$ 15,000				
Dispatch		\$ 16,000	\$ 50,000	\$ 8,000	\$ 40,000	Contract with Junction City or LCSO			
Radios/Cell Phones		\$ 2,500	\$ 1,000	\$ 1,300	\$ 1,000	FCC License Required			
Laptops/Laptop Reserve		\$ 5,000	\$ 1,000	\$ 2,500	\$ 500				
Guns/Ammo		\$ 4,000	\$ 3,000	\$ 2,000	\$ 1,500				
Body/Vehicle Cameras		\$ 20,000	\$ 2,000	\$ 10,000	\$ 1,000	Dash Cam with DVR/BodyCams			
Contract/Jail		\$ 4,000	\$ 20,000	\$ 4,000	\$ 10,000				
Software		\$ 2,000	\$ 4,000	\$ 2,000	\$ 40,000	Will require Alarm System on Door			
Storage Locker/Evidence Security Contract		\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500				
Animal - Contract?		\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	We will need to establish a contract with LCSO for dogs at a minimum			
Uniforms/Accessories		\$ 7,000	\$ 4,000	\$ 3,500	\$ 2,000	Spray, Stungun, handcuffs, holders/holsters/duty belt, etc./All weather uniforms/jackets, reflective vests			
Training		\$ 5,000	\$ 5,000	\$ 2,500	\$ 2,500				
Office Supplies		\$ 3,000	\$ 2,000	\$ 1,500	\$ 10,000	Citations, etc.			
Furniture		\$ 5,000	\$ 1,000	\$ 2,500	\$ 500	Reserves on annual basis			
Computers		\$ 3,000	\$ 1,000	\$ 1,500	\$ 500	Reserves on annual basis			
Insurance/Liability		\$ 40,000	\$ 40,000	\$ 20,000	\$ 20,000	New Department will require additional legal costs			
Legal		\$ 4,000	\$ 4,000	\$ 3,000	\$ 3,000				
Equipment Repair/Maint		\$ 4,000	\$ 4,000	\$ 2,000	\$ 2,000				
Membership/Subscriptions		\$ 2,750	\$ 2,750	\$ 1,250	\$ 1,250				
Community Outreach		\$ 500	\$ 500	\$ 500	\$ 300				
Contract/Investigations		\$ 2,000	\$ 2,000	\$ 1,000	\$ 1,000				
Totals		\$ 625,250	\$ 470,850	\$ 346,550	\$ 319,400				

Contracts still needed with LCSO/Coburg for big events!

Revenue Structures for Regional Cities with Law Enforcement Services

	Creswell	Coburg	Junction City	Oakridge	Philomath	Toledo	Veneta	Harrisburg	Notes
Public Safety Fee	\$ 453,459	\$ 24,650			\$ 112,750	\$ 3,000	\$ 63,950		
Animal Control	\$ 2,200	\$ 500							
Contracts	\$ 15,300	\$ 408,000	\$ 137,900			\$ 12,000	\$ 54,850		
Grants	\$ 10,600	\$ 20,000	\$ 4,500		\$ 755,360	\$ 692,535	\$ 928,750		
Property Tax*	\$ 436,400	\$ 2,310,000	\$ 397,010	\$ 604,290	\$ 673,190	\$ 1,081,735	\$ 10,000	\$ 279,200	Harrisburg Total Property Taxes: \$654,096
Transfer from General	\$ 584,200	\$ 278,000	\$ 24,000	\$ 5,000			\$ 3,500		
Interest	\$ 418,509	\$ 51,345	\$ 669,000	\$ 5,000			\$ 243,650		
Beginning Fund Balances**	\$ 1,310,568	\$ 686,595	\$ 3,709,000	\$ 1,148,700	\$ 1,541,300	\$ 1,789,270	\$ 1,304,700	\$ 279,200	
Property Tax Rate	2.6521	3.351	6.0445	7.1996	5.3005	5.81	5.6364	3.1875	
Local Levy	0.55	n/a	0.6	n/a	n/a	n/a	n/a	n/a	Newest Police Levy \$2.98
(All figures are per \$1,000)									

*Property Tax Some cities split out property taxes into their police revenue budget by numbers. Other gave a simple figure in the narrative's saying that 40% of property taxes are used for police services.

**Beginning Fund Balances Some cities split out their police budgets, others are incorporated in their general fund. This represents those cities who actually have police budgets

**INTERGOVERNMENTAL AGREEMENT BETWEEN
CITY OF HARRISBURG AND LINN COUNTY SHERIFF'S
OFFICE**

PARTIES TO THE AGREEMENT

This agreement is made and entered into this 1st day of July, 2019, by and between the City of Harrisburg, a municipal corporation of the State of Oregon, hereinafter called CITY, and Linn County, Oregon, a political subdivision, of the State of Oregon, and the Sheriff of Linn County, hereinafter called COUNTY.

PURPOSE

The CITY is desirous of contracting with COUNTY for the performance of the hereinafter described law enforcement functions within its boundaries by the COUNTY, through the Sheriff thereof. The COUNTY is agreeable, with approval of the Sheriff, to rendering such services on the terms and conditions hereinafter set forth herein. This agreement is authorized and provided for by the provisions of ORS 190.010 and ORS 206.345.

**IN CONSIDERATION OF THE MUTUAL CONVENANTS
CONTAINED HEREIN, THE PARTIES AGREE TO THE
FOLLOWING TERMS, PROVISIONS AND CONDITIONS:**

- 1. Payment by CITY.** CITY shall pay COUNTY in cash equivalent the annual sum set forth below (other cities listed for information only):

CITY	HRS	CONTRACT AMOUNT		
		2019-2020	2020-2021	2021-2022
Brownsville	2400	\$170,040	\$175,176	\$181,224
Halsey	864	\$61,214	\$63,063	\$65,241
Harrisburg	3300	\$233,805	\$240,867	\$249,183
Millersburg	1836	\$130,081	\$134,010	\$138,636
Scio	864	\$61,214	\$63,063	\$65,241

Said amounts shall be paid in quarterly installments during the course of each fiscal year, July 1st through June 30th.

- 2. Service to be Performed by COUNTY.** COUNTY shall perform the services described on EXHIBIT A, which by this reference is incorporated into this agreement herein.
- 3. Term.** The term of this agreement shall run concurrent to the term of the COUNTY Collective Bargaining Agreement and shall be from July 1, 2019 through and including June 30, 2022. However, the service of the COUNTY shall continue

to be performed and the authority granted to the COUNTY to enforce the ordinances of the CITY shall continue until thirty days after notice is given by either party that such services or authority is discontinued. By December 31st of each year, the CITY and COUNTY shall review the terms of the agreement and determine if any amendments are desired. In order for any modification to be effective, any amendment, modification or otherwise shall be in writing and approved by all parties.

- 4. **Indemnification.** To the fullest extent permitted by law, and in accordance with the Oregon Constitution and the Oregon Tort Claims Act, each party to this Agreement shall indemnify, defend, save, and hold harmless the other party and its officers, employees and agents from and against all claims, actions, liabilities, damages, losses, or expenses, arising from:
 - I. Injury to any person or damage to property caused by the negligence or other wrongful acts or omissions of the party, its officers, employees or agents; or
 - II. Failure or refusal of one party to perform or fulfill its responsibilities under this Contract or any law, through no fault of the other party. The obligations or rights under this section may not be delegated or assigned without the express consent of the other party.

The terms of this provision are neither intended to nor shall they create a right for any third party. The obligations contained in this section shall survive the termination of this Agreement.

- 5. **COUNTY** shall be exclusively responsible for all its employees, for providing their wages, benefits, insurance, taxes and all the like whether required by federal, state or local law or any Collective Bargaining Agreement, including but not limited to workers compensation and contributions to Public Employees Retirement system.
- 6. **Entire Agreement.** This Agreement signed by all parties is the parties' final and entire Agreement and supersedes all prior and contemporaneous oral or written communications between the parties, their agent and representatives. There are no representations, promises, terms, conditions or obligations other than those contained herein.
- 7. **Venue.** Resolution of any disputes arising out of the performance of this contract shall be maintained in the Circuit Court of Linn County.

IN WITNESS WHEREOF, the CITY by resolution duly adopted by its respective City Council cause this agreement to be signed by its Mayor and attested by the City Recorder, and the COUNTY by order of its County Commission and attested by the Clerk and the said COUNTY, and subscribed by the Sheriff of Linn County, all on the day and year first above written.

CITY OF HARRISBURG

LINN COUNTY, a political subdivision of the State of Oregon

By: Robert Quinn 2/11/2020
Mayor Date

By: Roger Ferguson 2-28-2020
Chairman Date

ATTEST:

Melinda Eldridge
City Recorder

[Signature] 1-28-2020
Commissioner Date

[Signature] 1-28-2020
Commissioner Date

APPROVED AS TO FORM:

[Signature]
Linn County Legal Counsel

[Signature] 1.13.20
Sheriff Date

[Signature]
City Legal Counsel

ATTEST:
[Signature]
Linn County Clerk

EXHIBIT A

1. The COUNTY agrees to provide law enforcement services within the corporate limits of the CITY, to the extent and in the manner hereinafter set forth. The law enforcement services shall encompass duties and functions of the type within the jurisdiction of and customarily rendered by the COUNTY, pursuant to the statutes of the State of Oregon, and those duties associated with the enforcement and compliance with the Ordinances duly authorized and enacted by the CITY. Such services shall include the enforcement of State statutes and municipal Ordinances of the CITY.
2. CITY grants to COUNTY full municipal police authority.
3. The rendition of such service, the standards of performance, the discipline of officers, and other matters incident to the performance of such services and the control of the personnel so employed, shall remain with the COUNTY.
4. For the purpose of performing all functions of this agreement, COUNTY shall furnish and supply all necessary labor, supervision, equipment, radio communication facilities and supplies necessary to render said services.
5. COUNTY shall set the rate for services, per the table below:

Hourly Rate		
2019-2020	2020-2021	2021-2022
\$70.85 / hour	\$72.99 / hour	\$75.51 / hour

6. COUNTY shall provide a minimum amount of hours per month to be dedicated in the CITY as listed below:

CITY	MONTHLY CONTRACTED HOURS		
	2019-2020	2020-2021	2021-2022
Harrisburg	275	275	275

7. Annual contract increases to the CITY shall be directly related to the COUNTY Collective Bargaining Agreement and related to the percentage of increase in the total cost of COUNTY personnel, to include COLA's, fringe benefits, payroll costs and other COUNTY related expenses. CITY agrees to the hourly rate increases in paragraph five (5) of Exhibit A, based on the minimum hours provided by COUNTY in paragraph six (6) of Exhibit A for each fiscal year.
8. CITY shall have the ability to request and receive targeted services and enhanced patrol, e.g. traffic, and municipal code enforcement.

- 9. COUNTY acknowledges and agrees that all municipal and criminal offenses within the CITY'S corporate limits, whether initiated by citation, complaint, affidavit, warrant, order, or other instrument shall be prosecuted in the Linn County Circuit Court, Justice Court, or applicable CITY court, as directed by the CITY. Offenses include but are not limited to, CITY Municipal Code Offenses, Violations, and Crimes, and all applicable provisions of the Oregon Criminal Code.
- 10. COUNTY acknowledges and agrees that all traffic offenses within the CITY'S corporate limits, whether initiated by citation, complaints, affidavit, warrant, order, or other instrument, with the exception of felonies, shall be prosecuted in the Linn County Circuit Court, Justice Court, or applicable CITY court, as directed by the CITY. Offenses include, but are not limited to, all applicable provisions of the Oregon Motor Vehicle Code.
- 11. The COUNTY agrees to assign deputies to work the following CITY events during the organized festivities as requested by the CITY:

CITY	SPECIAL EVENT	# DEPUTIES	# TOTAL HOURS
Harrisburg	Old Fashioned 4th of July	4	36
Harrisburg	Christmas Light Parade	2	4

The COUNTY and CITY agree the cost of the special events is incorporated into the Annual Contract Cost in paragraph 1 of this agreement.

- 12. The COUNTY agrees to provide a monthly report of all law enforcement activities within the corporate limits of the CITY. The monthly report shall demonstrate compliance with paragraphs 6-9. COUNTY will make a reasonable attempt to assign a liaison with the rank of Sergeant or higher to attend designated individual CITY Council meetings.
- 13. COUNTY and CITY, including all contracted cities, shall implement a quarterly joint meeting with the Sheriff or Undersheriff to ensure relationships are adequate to jointly achieve the goals of each party. Meetings will be attended by CITY designee including but not limited to the Mayor, Councilor or high-ranking CITY official such as a City Administrator/Manager/Recorder. All joint meetings shall be held at the COUNTY. The location of such meeting will be determined by the COUNTY, with a time and date agreed upon by the contracted cities.
- 14. CITY, where applicable, will provide the COUNTY with a substation as an in-kind contribution.

INTERGOVERNMENTAL AGREEMENT FOR LAW ENFORCEMENT SERVICES**CITY OF HARRISBURG/CITY OF COBURG**

THIS AGREEMENT is made and entered by and between the CITY OF HARRISBURG hereinafter called HARRISBURG, a municipal corporation of the State of Oregon, and the CITY OF COBURG, hereinafter called COBURG, a municipal corporation of the State of Oregon.

WITNESSETH

WHEREAS; Harrisburg is desirous of contracting with Coburg for the performance of the hereinafter described law enforcement traffic enforcement functions within the boundaries of Harrisburg by Coburg thereof, and;

WHEREAS; Both cities desire to provide mutual support and assistance in furnishing quality and cost-effective municipal services to our respective residents, as well as an enhanced emergency response, and;

WHEREAS; Representatives of both cities shall meet during the month of December 2021, or at other mutually agreed time(s), to measure the success and mutual benefit of this IGA with due consideration of all necessary amendments to this agreement as well as possible expansion of this agreement to encompass additional, joint municipal services on June 30, 2022 and beyond, and;

WHEREAS; Coburg has agreed to tender such services on the terms and conditions hereinafter set forth; and

WHEREAS; such contracts are authorized and provided for by the provisions of ORS 190.010.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS HEREIN CONTAINED, IT IS MUTUALLY AGREED AS FOLLOWS:

1. **TERM:** The term of this agreement shall be 18 months, commencing January 1, 2021 and terminating June 30, 2022, except as may be extended and amended as mutually agreed or terminated in accordance with Section 8 of this agreement.
2. **COMPENSATION:** Harrisburg shall pay to Coburg for such law enforcement services as provided herein as follows:

- a. Costs for this period. Payments shall be made in equal quarterly installments.

<u>ANNUAL CONTRACT</u>	<u>BASE HRS/MONTH</u>	<u>HOURS/</u>	<u>HOURLY RATE</u>
Jan 1,2021 - June 30,2022	35	<u>YEAR</u>	\$64.00
		420	

- b. In the event an incident within Harrisburg requires extraordinary police services above and beyond the typical investigation and causes the hours to be performed on behalf of Harrisburg to exceed the 35-hour month average, Harrisburg shall pay for such services at the established hourly rate listed above. Prior to any payments being made under this subparagraph, the City Administrators shall review the time involved in the investigation and jointly agree on the additional amount of compensation which should be due.
- 3. **ADDITIONAL HOURS:** Additional hours may be requested by Harrisburg to cover special events or patrols. Such requests shall be made in writing to Coburg no less than 30 days prior to the event or patrol. Coburg shall make reasonable accommodations to cover these additional hours. Unless prior arrangements are made and agreed to by both parties in writing, Harrisburg shall pay for such services at the average hourly rate listed above. Additional hours available for special events will be based solely on the availability of Coburg officers to cover such event.
- 4. **POLICE RESPONSIBILITIES:** The Linn County Sheriff's Department still provides police services to Harrisburg. Coburg agrees to provide police traffic and code enforcement services within the corporate limits of Harrisburg to the extent and in the manner herein set forth below. The police services shall encompass duties and functions of the type coming within the jurisdiction of and customarily rendered by a city police department. Such services shall include enforcement and investigations involved in the field of public safety, criminal law enforcement, or related fields within the legal power of the Chief of Police to so provide and shall be provided in conformance with the standards generally accepted within the policing profession. The law enforcement services provided by Coburg shall include the following:
 - a. **Traffic Patrols.** Police patrols with a minimum of 25 hours dedicated to traffic enforcement per month and up to a maximum of 10 hours per month of crime prevention and code enforcement patrol. Patrols shall be conducted on both a regular and irregular basis or as specifically requested by Harrisburg. The 25 hours dedicated to traffic enforcement will be in marked police vehicles.
 - b. **Code Enforcement.** Coburg officers shall perform miscellaneous code enforcement functions for the City of Harrisburg, as described in HMC Titles 6, 8, 9, and 10, in coordination with the Harrisburg Code Enforcement Officer. City code enforcement functions shall include, among others:

1. Reporting possible code violations,
 2. Delivering written violation notices and citations to responsible party(ies),
 3. Make initial contact and investigate possible code violations as requested by the Code Enforcement Officer,
 4. All code enforcement-related activities and functions shall be at the direction of the Harrisburg Code Enforcement Officer who shall coordinate with the Coburg Chief of police if it should prove necessary to reduce, revise, or eliminate Coburg Police code enforcement functions in Harrisburg.
- c. Travel time shall be charged at a rate of 15 minutes total per roundtrip to Harrisburg.
- d. Immediate and appropriate response to calls, subject only to necessary priorities caused by concurrent matters. Priority non-traffic enforcement calls should go to Linn County Sheriff. Coburg will respond to these calls when requested by the Linn County Sheriff or Harrisburg staff and as priorities allow. Harrisburg will need to make the decision as to whether they wish to count the time spent on a priority non-traffic call as part of the 25 hours per this agreement, or if they wish to pay the City of Coburg for the officer time spent per the 'Average' hourly rate as established in Section 2 (a) of this agreement.
- e. Provide a written report to Harrisburg on or before the 10th day of each month following the end of the quarter setting forth the actual number of calls for service and number of citations and arrests for the previous quarter. The Chief of Police or his designee shall attend any and all meetings concerning policing issues as may be necessary and as requested by Harrisburg or Coburg.
- f. Conduct spot radar enforcement as necessary to alert drivers of speed limits during normal duty hours. In addition, Coburg shall furnish Harrisburg a summary traffic survey, not later than June 30, 2021, documenting the type, frequency and severity of traffic violations noted by Coburg officers and/or traffic survey equipment. The Coburg Police Chief will work with the Harrisburg staff to define the scope and delivery of a traffic survey. If the traffic survey scope and delivery is outside of the allocated 35 hours then the City of Coburg will be reimbursed for the additional hours at the standard hourly charge established in Section 2 (a) of this agreement.
- g. Prosecution of misdemeanors and infractions in Harrisburg Municipal Court as set forth in Section 6 of this Agreement. The Harrisburg Municipal Court normally convenes on the second Wednesday of every

month. Citations issued in the prior month shall be delivered to, or otherwise made available, to the Harrisburg Court Clerk not later than last day of that month.

- h. Advise City officials of situations encountered by patrolling officers that may affect the health, safety and welfare of residents and visitors, including inadequate, missing or broken traffic or safety signs;
- i. Advise City officials of the need for new ordinances or revisions to existing ordinances to address changes in state legislation and/or law enforcement concerns;
- j. Assist the City Administrator in preparing responses to queries from County, State and other jurisdictions in matters relating to law enforcement needs and activities, jail facilities, reports and similar matters;
- k. Maintain close liaison with City officials concerning law enforcement matters;
- l. Upon request, attend Harrisburg City Council meetings in April, July, October, and December of 2021, and April of 2022, and such other meetings as may be appropriate, and as may be mutually agreed.
- m. Assist victims and witnesses at the crime scene;
- n. Preserve crime scenes;
- o. Retain evidence;
- p. All original reports shall be maintained by the Coburg police department and made available upon request in accordance with state law;
- q. Administration. The Coburg Chief of Police shall be under the administrative direction of the City Administrator of the City of Coburg and shall exercise all authority vested in that office.
- r. Make available for the performance of the duties herein properly supervised officers, certified by the Oregon Department of Public Safety Standards and Training (except as to reserve officer/cadets), and furnish and supply all other necessary labor, supervision, equipment, communications facilities, and supplies to maintain the level of services to be rendered hereunder. Harrisburg shall supply support for Coburg when able including but not limited to a 'Ready Room', emergency vehicle towing and repair, and other miscellaneous support of Coburg officers while within Harrisburg city limits or in transit to or from Coburg.

s. Coburg and Harrisburg shall cooperate and coordinate with the preparation and dissemination of public information to help citizens of both communities better understand the role, benefits, and limitations of this agreement.

5. **ADDITIONAL ASSOCIATED PUBLIC SAFETY SERVICES:** As noted in Section 4.c. of this Agreement, Harrisburg may at times request associated public safety services typically performed by a city police department but not directly related to traffic enforcement. Coburg will reasonably endeavor to provide these services to the best of its ability, subject to availability of personnel and other limiting factors. These services will not be counted towards the 25 monthly hours and Coburg shall be reimbursed at the average hourly rate established in Section 2 (a) of this agreement.

6. **PERSONNEL:** The rendition of such service, standards of performance, the discipline of officers, and other matters incident to the performance of such services and control of personnel so employed shall remain solely with the City of Coburg.

a. With the exception of police department reserves, all personnel employed in the performance of such services pursuant to this agreement shall be Coburg employees and all persons employed hereunder shall have City pensions, salary, workers compensation and any status or rights under the provisions of City employment paid for by Coburg.

b. Harrisburg shall not be called upon to assume any liability for the direct payment of any salaries, wages, or other compensation to any Coburg personnel performing services hereunder for Harrisburg or any liability other than that provided for in this agreement. Except as otherwise herein specified, Harrisburg shall not be liable for compensation or indemnity to any Coburg employee for any injury, or sickness arising out of his or her employment.

7. **COURT:** Upon request of the Harrisburg Municipal Court Judge or Clerk, Coburg may provide a bailiff for the Harrisburg Municipal Court who shall be present whenever the Court is in session. An Officer scheduled to testify at Court may serve as Bailiff. If Harrisburg elects to have an officer at Court then Harrisburg shall pay for such services at the average hourly rate listed above. Hours served as Court Bailiff shall be in addition to the 35 hours of traffic patrol described in Section 4.

8. **DISPUTE RESOLUTION:** Specifically, the Administrators shall attempt to resolve any disputes between the cities concerning the terms of this agreement and the performance thereof and may recommend that the cities enter into mediation or arbitration if the Administrators are unable to resolve a dispute matter. The type and quality of service shall be reviewed annually by the respective councils.

9. **TERMINATION:** This agreement may be terminated by either city at any time upon giving 30 days written notice of their intent to do so. Termination of this agreement may also be made by emergency email notice by Coburg City Administrator to the Harrisburg City Administrator and/or Asst. City Administrator, or notice by Harrisburg to the Coburg City

Harrisburg Crime Comparison by Quarter – 3rd Qtr

Table 1: Crime Comparison Report

Quarter	Person Crimes	Property Crimes	Drug/Alcohol Crimes	Traffic Offenses	'All Other Offenses'
3 rd Qtr.	4	14	2	3	13
2 nd Qtr.	3	29	0	3	8
1 st Qtr.	4	18	4	3	10

Table 2: Arrests by Crime Group

Quarter	Person	Property	Drug/Alcohol	Traffic	All Other
3 rd Qtr.	3	2	2	4	18
2 nd Qtr.	4	4	0	3	9
1 st Qtr.	3	2	3	1	5

Table 3: Citation Count by Traffic Group

Quarter	Total Citations	Total Violations	Non-Injury Crashes	Injury Crashes	Moving violations	Speeding	License/Ins	Equip Violation
3 rd Qtr.	20	31	4	0	4	5	14	6
2 nd Qtr.	31	31	3	1	15	12	9	3
1 st Qtr.	31	45	2	1	19	11	8	7

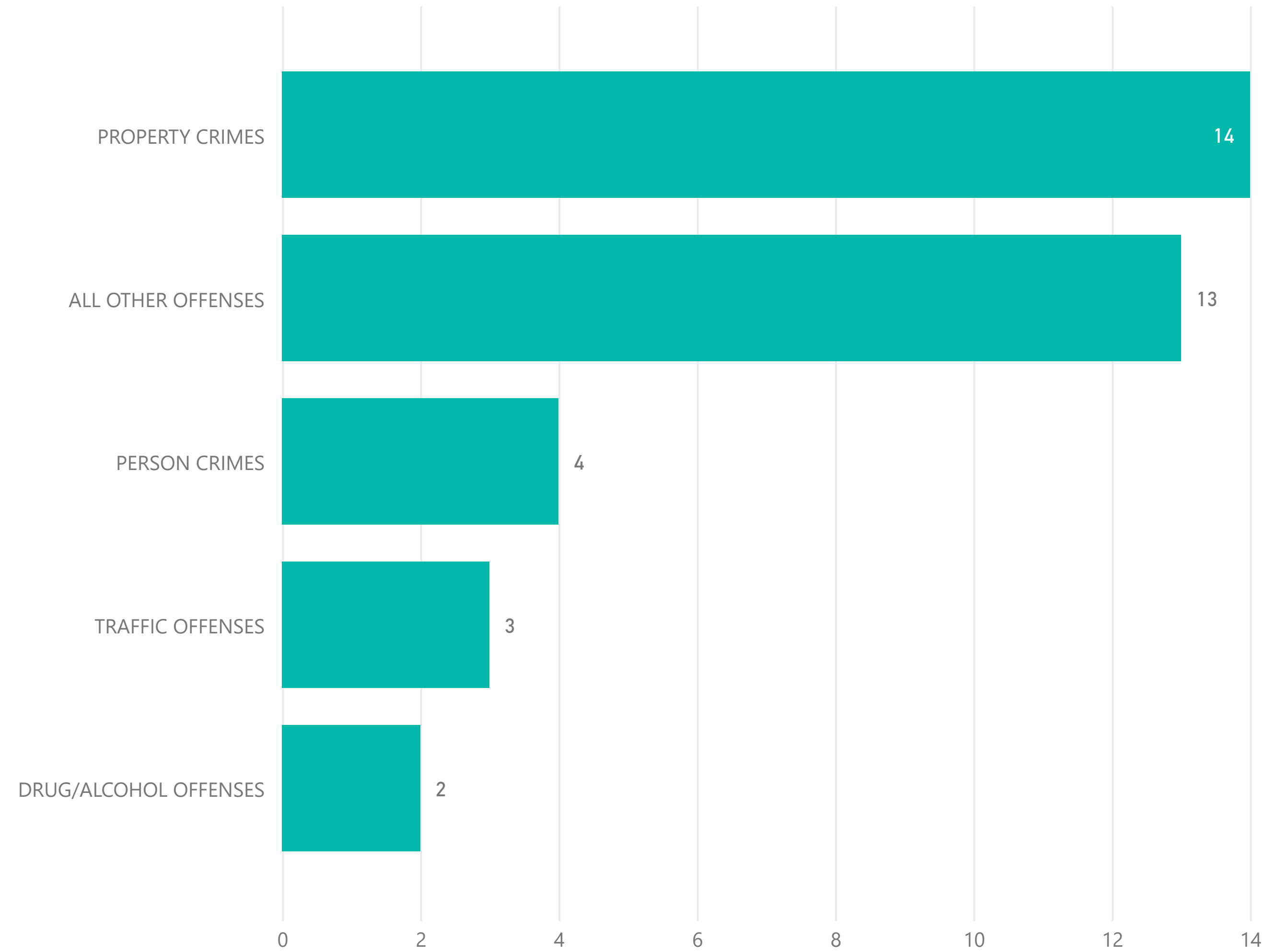
BEAT

BRWN HALS **HBRG** LYON MILB MILC SCIO

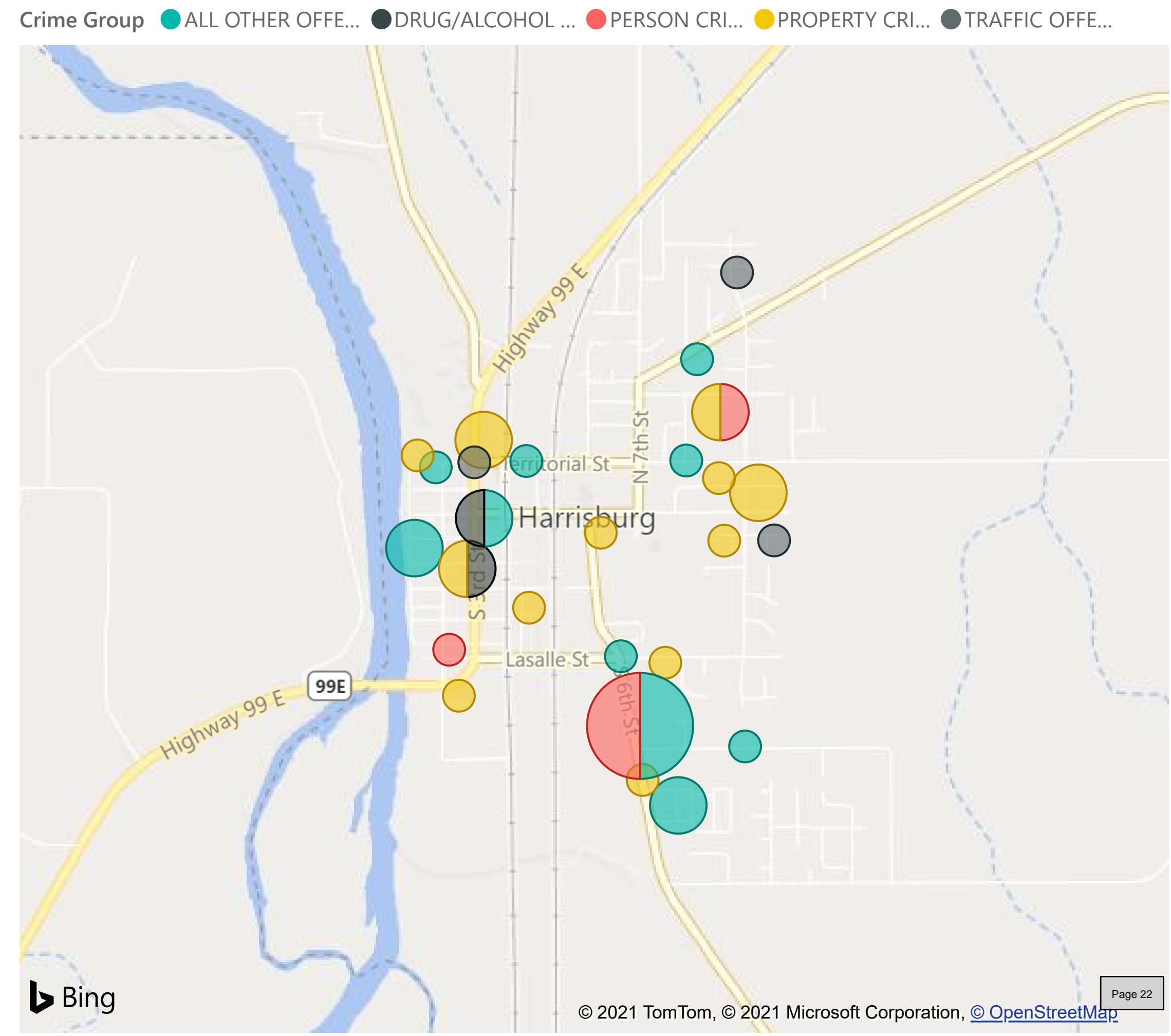
7/21/2021 10/4/2021

PERSON CRIMES: 4 PROPERTY CRIMES: 14 DRUG/ALCOHOL: 2 TRAFFIC OFFENSES: 3 ALL OTHER OFF: 13 TOTAL CAD EVENTS: 5

Incidents by Crime Group



Incidents, First inci_id, First Incident Address, First IBR Group and Earliest Reported Date by Crime Group, ...



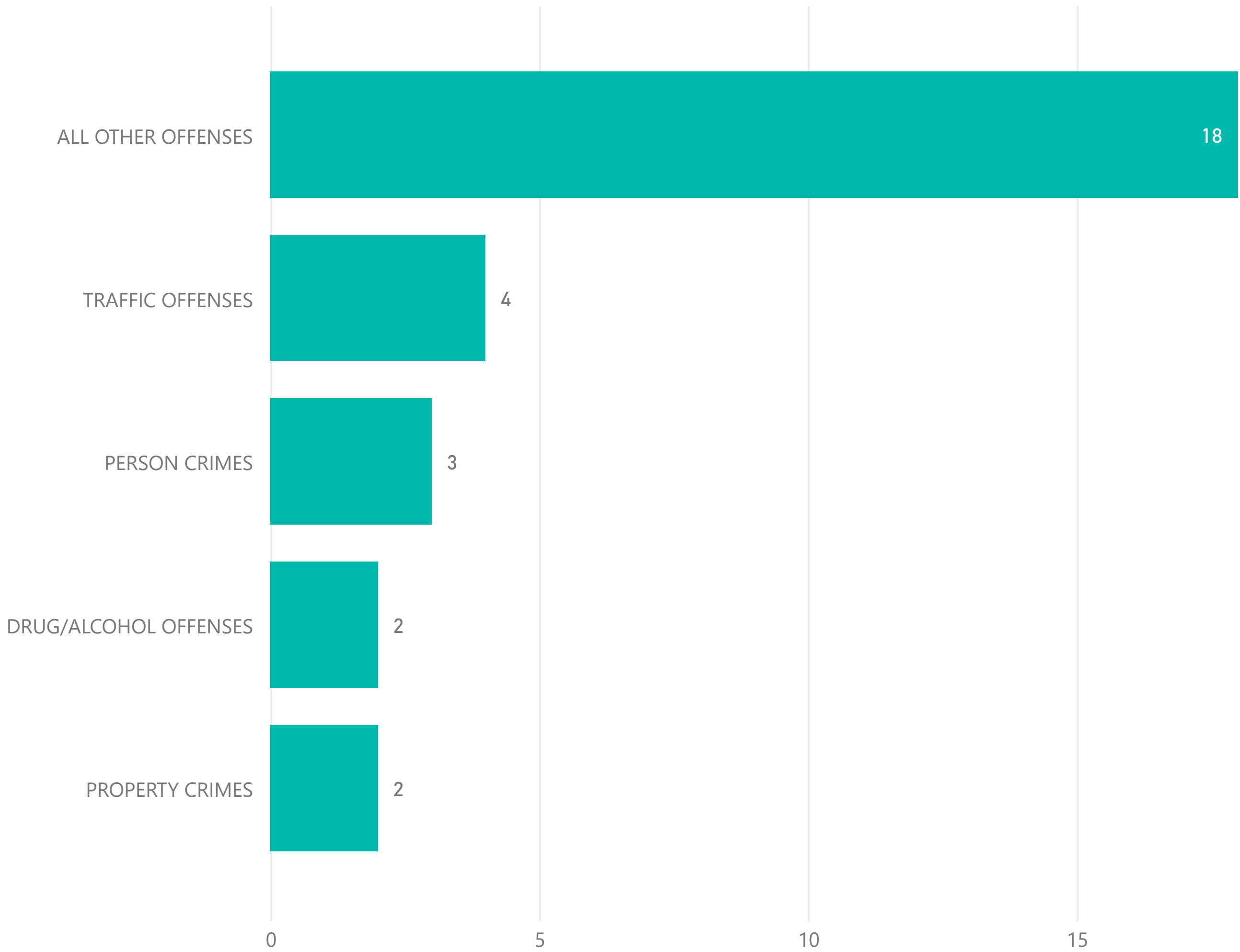
BEAT

BRWN HALS **HBRG** LYON MILB MILC SCIO

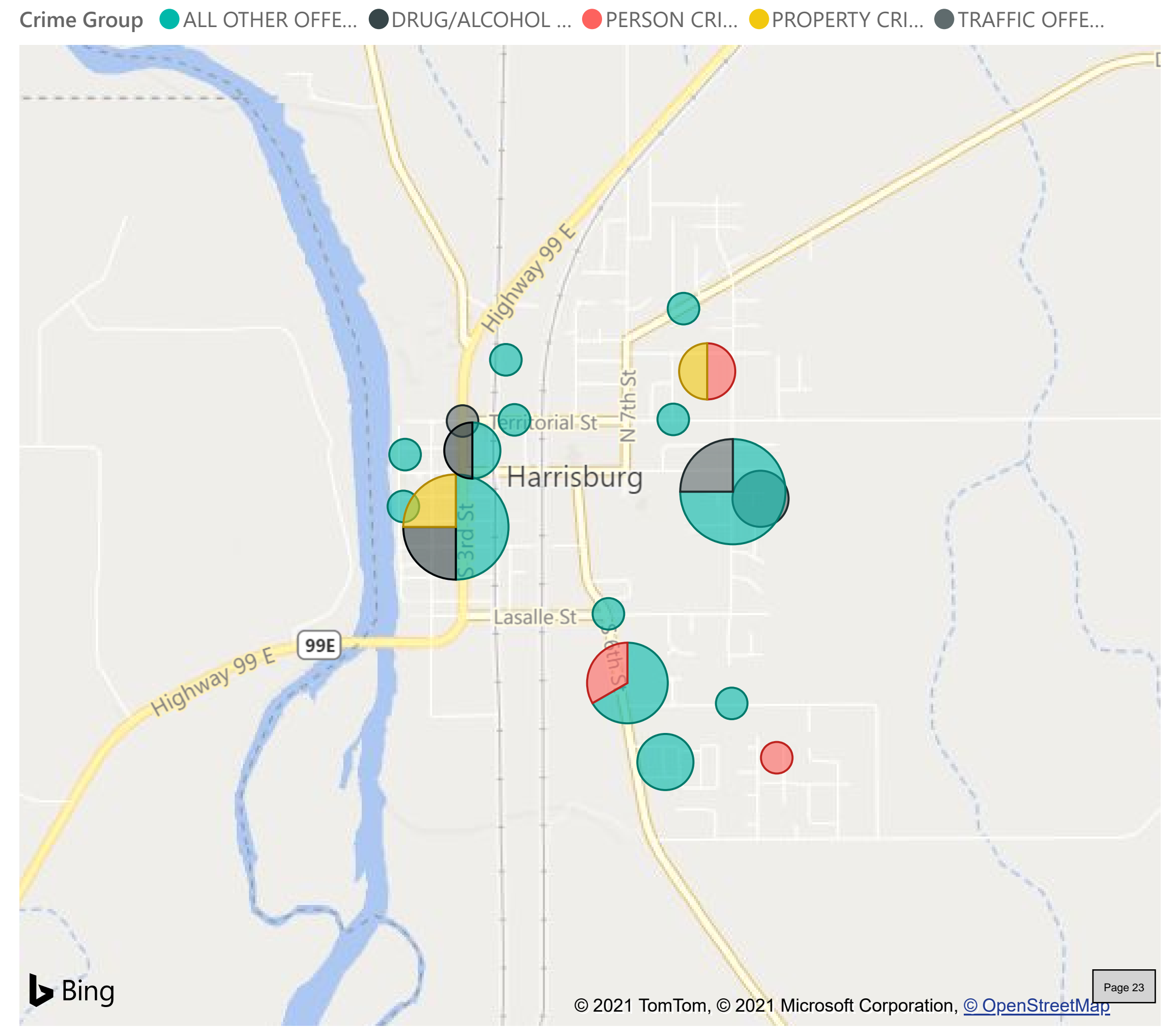
7/21/2021 10/4/2021

PERSON CRIMES: 3 PROPERTY CRIMES: 2 DRUG/ALCOHOL: 2 TRAFFIC OFFENSES: 4 ALL OTHER OFF: 18

ArrestCnt by Crime Group



ArrestCnt, Count of armainid, First IBR Group, First AddressArrest and First case_id by Crime Group, Lat an...



BEAT

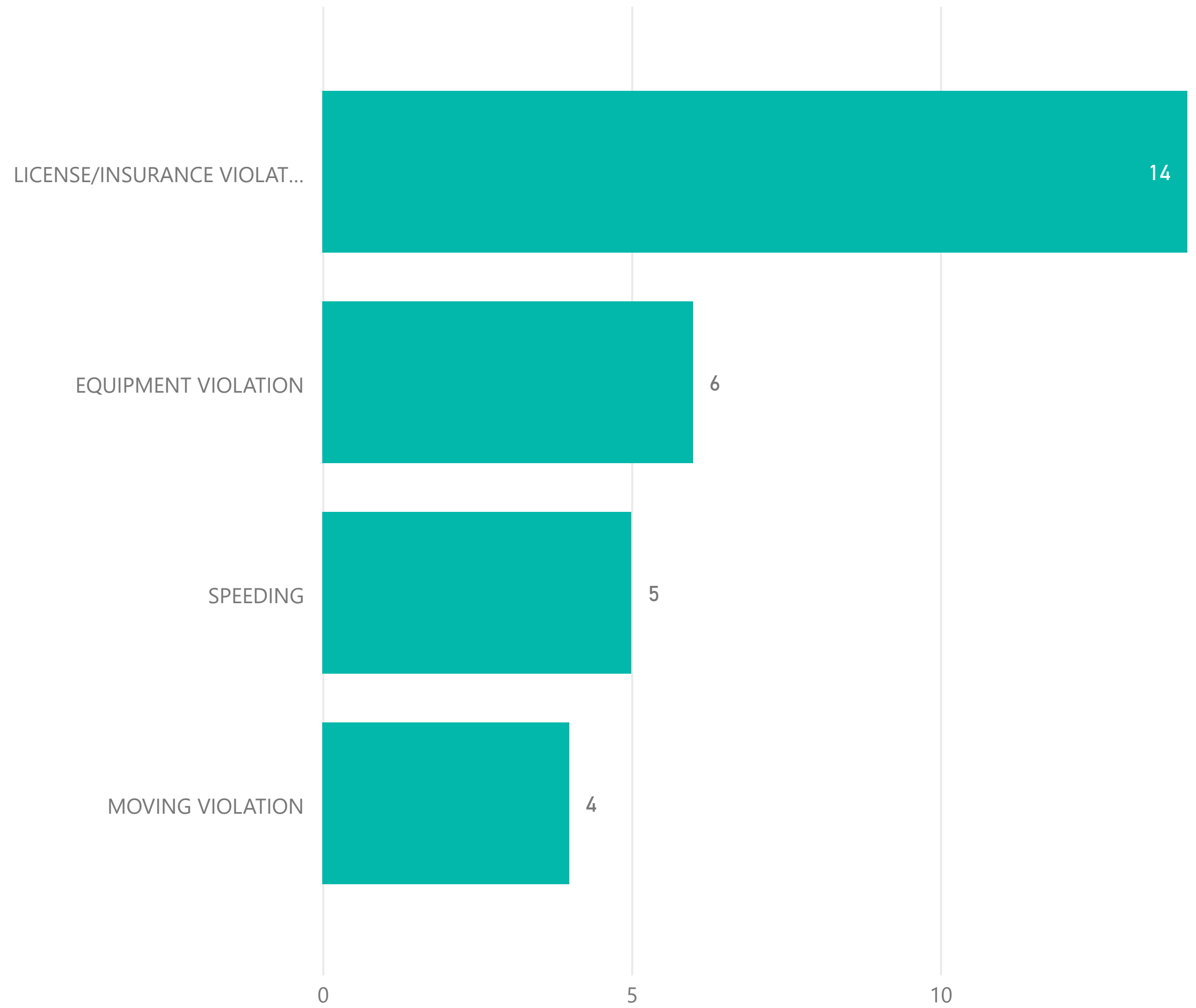
- BRWN
- HALS
- HBRG
- LYON
- MILB
- MILC
- SCIO

7/21/2021 10/4/2021

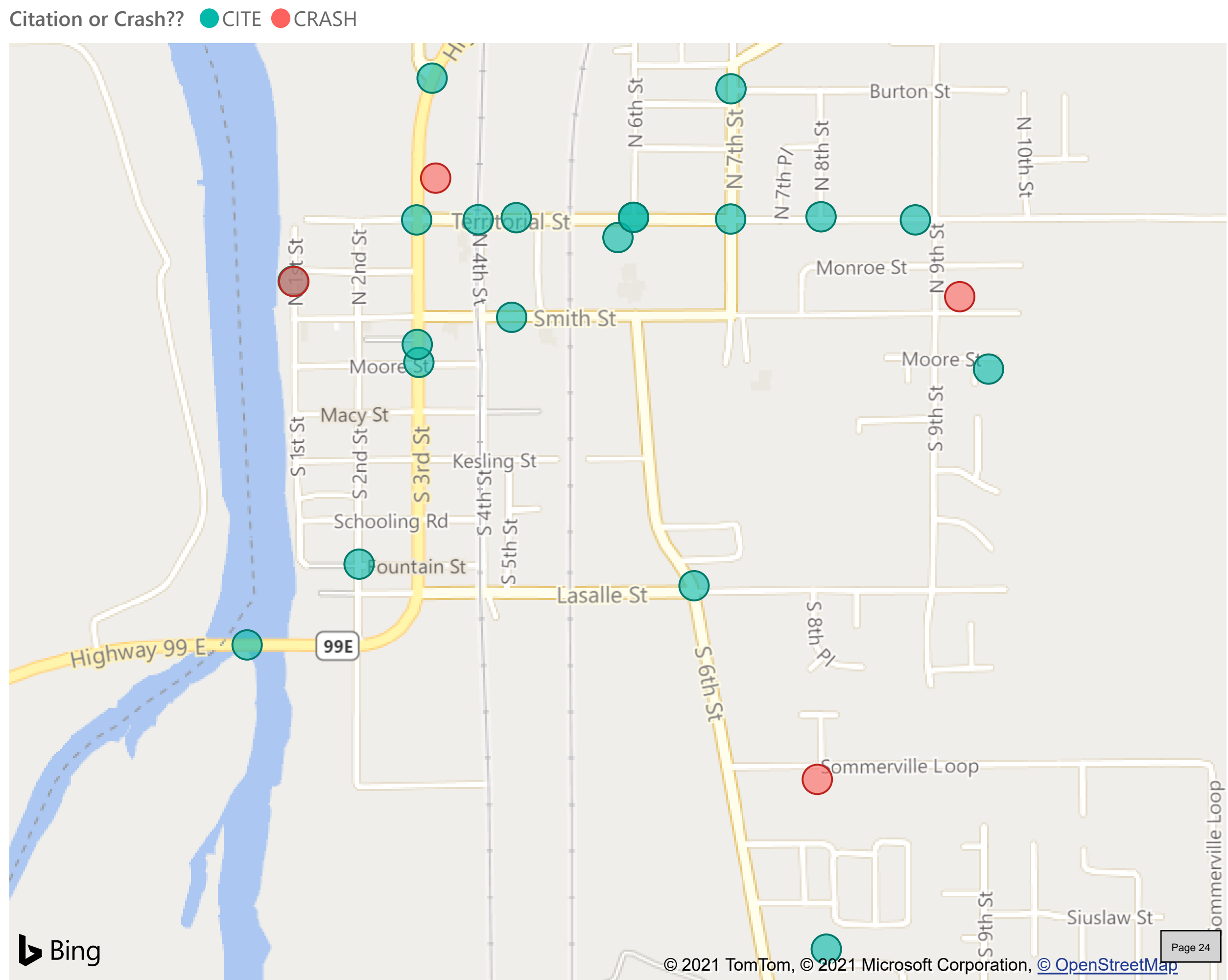
CITATIONS	VIOLATIONS	Non-Injury Crashes	Injury Crashes
20	31	4	(Blank)

tcmaintid_raw
250213
250244

CitationCnt by Traffic Group



First trci_id, First chrgdesc, First closecode, First ViolationAddress, First Crash Address and Earliest calldate by citeORcr...



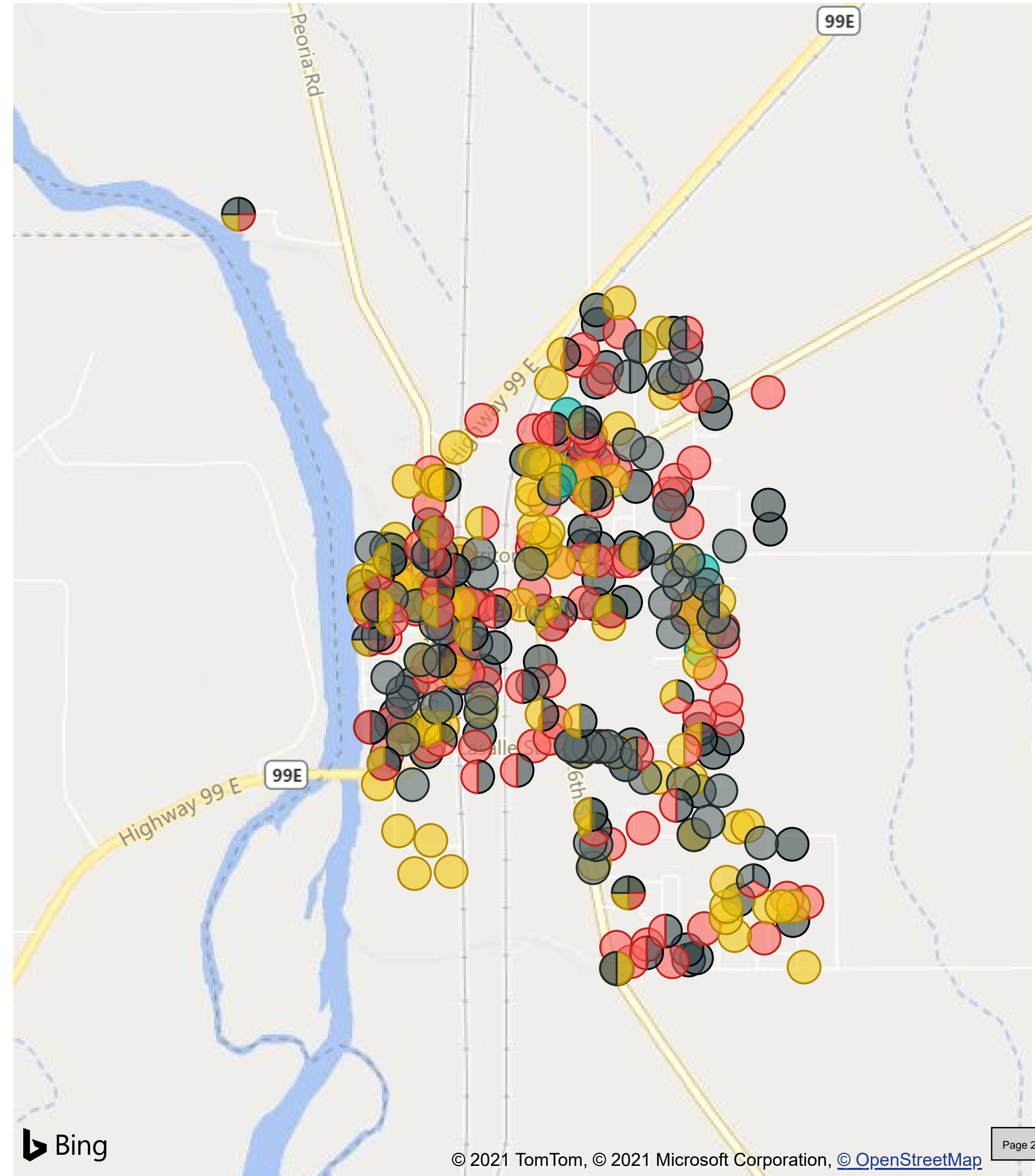
Beat

- BCSO
- BRWN
- CPDC
- HALS
- HBRG
- LC70
- LYON
- MILB
- MILC
- PPD
- SCIO

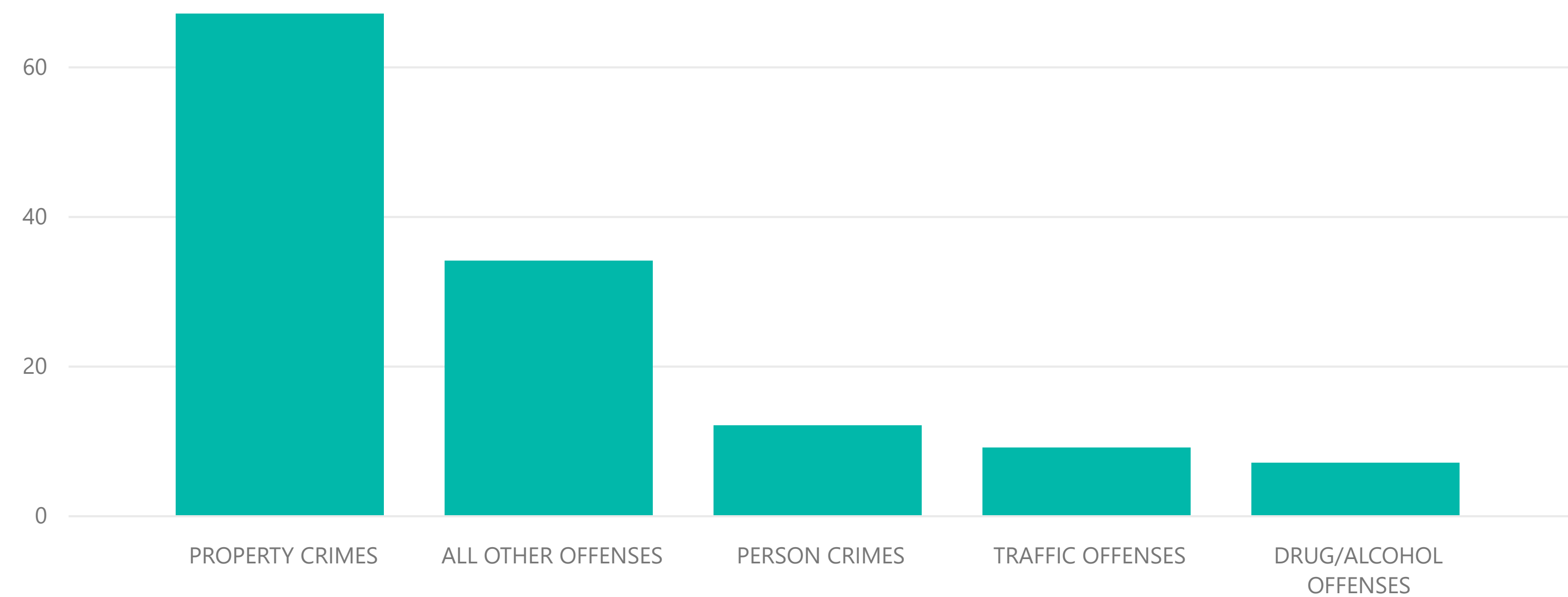
Crime Group	YTD	LYTD	YTD2	YTD3	YTD4	YTD5	YPC	5YRAVG	5YRPC
PROPERTY CRIMES	67	68	53	55	1		-1.5%	35.40	89.27%
ALL OTHER OFFENSES	34	38	49	54	1		-10.5%	28.40	19.72%
PERSON CRIMES	12	35	29	10	1		-65.7%	15.00	-20.00%
TRAFFIC OFFENSES	9	8	14	12			12.5%	6.80	32.35%
DRUG/ALCOHOL OFFENSES	7	4	5	5			75.0%	2.80	150.00%
Total	129	153	150	136	3		-15.7%	88.40	45.93%

First IBR Group, First ibrcode, First street, First inci_id and Last systab2.Case Status by Year, Lat a...

Year ● 2017 ● 2018 ● 2019 ● 2020 ● 2021



YTD by Crime Group



Beat

- BCSO
- BRWN
- CPDC
- HALS
- HBRG
- LC70
- LYON
- MILB
- MILC
- PPD
- SCIO

Year	2017			2018			2019			2020			2021				
Crime Group	LYTD	Count of I...	YPC	LYTD	Count of lw...	YPC	LYTD	Count of I...	YPC	LYTD	Count of...	YPC	LYTD	Count of lwchrgid	YPC	LYTD	Cour
<input type="checkbox"/> ALL OTHER OFFENSES		899	899	1522	69.3%	1522	1362	-10.5%	1362	1160	-14.8%	870	1038	19.3%	870		
<input type="checkbox"/> DRUG/ALCOHOL OFFENSES		142	142	176	23.9%	176	116	-34.1%	116	118	1.7%	86	47	-45.3%	86		
<input type="checkbox"/> PERSON CRIMES		260	260	356	36.9%	356	313	-12.1%	313	325	3.8%	259	234	-9.7%	259		
<input type="checkbox"/> PROPERTY CRIMES		1131	1131	1469	29.9%	1469	1221	-16.9%	1221	1395	14.3%	1059	1125	6.2%	1059		
<input type="checkbox"/> TRAFFIC OFFENSES		248	248	401	61.7%	401	335	-16.5%	335	291	-13.1%	221	251	13.6%	221		
<input type="checkbox"/> DUII		100	100	147	47.0%	147	107	-27.2%	107	84	-21.5%	67	78	16.4%	67		
<input type="checkbox"/> TRAFFIC-CRIMINAL DRIVING SUSP/REVOKED		91	91	165	81.3%	165	161	-2.4%	161	144	-10.6%	108	116	7.4%	108		
<input type="checkbox"/> TRAFFIC-HIT AND RUN		57	57	89	56.1%	89	67	-24.7%	67	63	-6.0%	46	57	23.9%	46		
Total		2680	2680	3924	46.4%	3924	3347	-14.7%	3347	3289	-1.7%	2495	2695	8.0%	2495		

