



City Council Supplemental Meeting Agenda  
June 28, 2022  
6:30 PM

---

**NEW BUSINESS**

- 10. THE MATTER OF APPROVING THE INTERGOVERNMENTAL AGREEMENT (IGA) WITH THE LINN COUNTY SHERIFF'S OFFICE (LCSO) FOR LAW ENFORCEMENT SERVICES FOR JULY 1, 2022 TO JUNE 30, 2025.**

**STAFF REPORT:**

Exhibit A: DRAFT LCSO IGA

Exhibit B: 2019 to 2022 LCSO CONTRACT

**ACTION: MOTION TO APPROVE THE IGA WITH THE LINN COUNTY SHERIFF'S OFFICE FOR LAW ENFORCEMENT SERVICES FOR JULY 1, 2022 TO JUNE 30, 2025.**

**OTHER ITEMS**

**ADJOURN**

Agenda Bill  
**Harrisburg City Council**  
Harrisburg, Oregon

---

**THE MATTER OF APPROVING THE INTERGOVERNMENTAL AGREEMENT (IGA) WITH THE LINN COUNTY SHERIFF’S OFFICE (LCSO) FOR LAW ENFORCEMENT SERVICES FOR JULY 1, 2022 TO JUNE 30, 2025.**

**STAFF REPORT:**

- Exhibit A: DRAFT LCSO IGA
- Exhibit B: 2019 to 2022 LCSO CONTRACT

**ACTION: MOTION TO APPROVE THE IGA WITH THE LINN COUNTY SHERIFF’S OFFICE FOR LAW ENFORCEMENT SERVICES FOR JULY 1, 2022 TO JUNE 30, 2025.**

---

**THIS AGENDA BILL IS DESTINED FOR:** Supplemental Agenda – June 28, 2022

<b>BUDGET IMPACT</b>		
COST	BUDGETED?	SOURCE OF FUNDS
\$261,700	Yes	General Fund – Government Services

**STAFF RECOMMENDATION:**  
**Staff recommends City Council approve the 2022-2025 LCSO Law Enforcement Services Contract**

**BACKGROUND INFORMATION:**

As promised, Sheriff Michelle Duncan delivered the new IGA (**Exhibit A**) with the Linn County Sheriff's Office at the end of last week. It arrived after the Council Agenda was completed, and already has been approved by the Linn County Commissioners.

The contract is the same as in the previous three years (**Exhibit B**), with the exception of the new section 6 shown on page 4 of 6. This new section provided a mechanism to allow for a time period in which hours could be made up, due to being short staffed, and more importantly, allowed the Cities to pay LCSO based on the actual hours provided, rather than those specified in the contract if faced with hours underneath the contract allowance. It provides for more flexibility for both sides, if staff shortages continue in the future.

As shared previously, the agreement is again, increased by 5%. However, due to the high cost of inflation and cost of living increases, the bargaining agreement with the deputies provided an additional 3% COLI for a total of 8%. Sheriff Duncan realized that the cities likely wouldn't be able to afford services at 8%, and therefore, kept the costs

shared to the contract cities to 5% instead. Staff appreciates that decision as Harrisburg would have likely reduced hours otherwise.

As in the past, the contract amounts increase by roughly 4% each year during the three-year cycle.

REVIEW AND APPROVAL:

 06.27.22

---

Michele Eldridge    Date  
City Administrator

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

**PARTIES TO THE AGREEMENT**

This agreement is made and entered into this 1<sup>st</sup> day of July, 2022, 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		
		2022-2023	2023-2024	2024-2025
Brownsville	2400	\$190,296	\$197,904	\$205,824
Halsey	864	\$68,506	\$71,245	\$74,096
Harrisburg	3300	\$261,657	\$272,118	\$283,008
Millersburg	1836	\$145,576	\$151,396	\$157,455
Scio	864	\$68,506	\$71,245	\$74,096

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

- 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, 2022 through and including June 30, 2025. 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 31<sup>st</sup> 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 (PERS).
- 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 \_\_\_\_\_

LINN COUNTY, a political  
subdivision of the State of  
Oregon

By: \_\_\_\_\_  
Mayor Date

By: Proper Aguiar 6-21-2022  
Chairman Date

ATTEST:

[Signature] 6-21-2022  
Commissioner Date

\_\_\_\_\_  
City Recorder

[Signature] 6-21-2022  
Commissioner Date

APPROVED AS TO FORM:

Michelle Allen 6/14/2022  
Sheriff Date

[Signature]  
Linn County Legal Counsel

ATTEST:

\_\_\_\_\_  
City Legal Counsel

\_\_\_\_\_  
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:

<b>Hourly Rate</b>		
<b>2022-2023</b>	<b>2023-2024</b>	<b>2024-2025</b>
\$79.29 / hour	\$82.46 / hour	\$85.76 / hour

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

CITY	<b>MONTHLY CONTRACTED HOURS</b>		
	<b>2022-2023</b>	<b>2023-2024</b>	<b>2024-2025</b>
Harrisburg	275	275	275

- a. The Contracted Cities acknowledge that law enforcement agencies throughout the state are struggling to maintain certain staffing levels, and that COUNTY could experience problems with meeting minimum contractual hours; and,
- b. That this provision shall not apply to any shortfall in hours based upon catastrophic acts of nature, riot, war, or any other major event that is reasonably beyond the COUNTY's ability to anticipate or control.
- c. COUNTY acknowledges and agrees that any shortfall to minimum monthly contracted hours that are dedicated to each CITY shall be

made up within the next two consecutive months following. If COUNTY is unable to provide the minimum monthly contracted hours for three months in a row, then the CITY shall have the right to pay the COUNTY based on the actual hours worked according to the rate for services shown in Exhibit A.

- 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 4 <sup>th</sup> 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 BETWEEN CITY OF HARRISBURG AND LINN COUNTY SHERIFF'S OFFICE

## PARTIES TO THE AGREEMENT

This agreement is made and entered into this 1<sup>st</sup> 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 1<sup>st</sup> through June 30<sup>th</sup>.

- 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 31<sup>st</sup> 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:

<b>Hourly Rate</b>		
<b>2019-2020</b>	<b>2020-2021</b>	<b>2021-2022</b>
\$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:

<b>CITY</b>	<b>MONTHLY CONTRACTED HOURS</b>		
	<b>2019-2020</b>	<b>2020-2021</b>	<b>2021-2022</b>
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.