

RESOLUTION 2023-O

A RESOLUTION AUTHORIZING MAYOR AND CITY MANAGER TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT (IGA) BETWEEN YAMHILL COUNTY, OREGON, AND THE CITY OF SHERIDAN, OREGON RELATING TO CONTRACT LAW ENFORCEMENT SERVICES

- WHEREAS, ORS 190.010 and 206.345 allow for an intergovernmental agreement (IGA) for cities to contract with county sheriff's offices and governing bodies for the provision of county polices services in incorporated cities;
- WHEREAS, The City of Sheridan possess the power, legal authority, and responsibility to provide police services within its boundaries;
- WHEREAS, The City has contracted with Yamhill County Sheriff's Office for policing services for over 30 years and desires to continue this IGA;
- WHEREAS, The County is agreeable to providing policing services on the terms and conditions set forth in the agreement, attached as Exhibit A;
- WHEREAS, The duration of this contract is from July 1, 2023 to June 30, 2024; and
- WHEREAS, The County Sheriff's Office will provide three patrol deputy full time equivalent positions at the total sum of \$527,160.07, to be paid in monthly installments of \$43,930.01, as detailed in the contract, attached as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHERIDAN, AS FOLLOWS

- Section 1. The Sheridan City Council hereby approves the Intergovernmental Agreement with Yamhill County to provide contract law enforcement services as provided in the attached Exhibit A.
- Section 2. The Mayor and City Manager are hereby authorized to execute the IGA on behalf of the City of Sheridan, as provided in the attached Exhibit A.
- Section 3. This resolution is effective immediately.

ADOPTED by the Sheridan City Council on this 1<sup>st</sup> day of May, 2023, by the following votes:

AYES: 6  
NAYES: 0  
ABSENT: 0  
ABSTAIN: 0

APPROVED and signed by the Mayor this 1<sup>st</sup> day of May, 2023.

ATTEST: Yvonne Hamilton  
Yvonne Hamilton, CMC, City Recorder

Marianne Thomson  
Marianne Thomson, Mayor

## Exhibit A

### AGREEMENT FOR POLICE SERVICES (City of Sheridan 2023-2024)

THIS AGREEMENT is made the last dates set forth adjacent to the signatures of the parties, to be effective July 1, 2023, by and between **YAMHILL COUNTY**, Oregon, a political subdivision of the state of Oregon, acting by and through the Sheriff's Office, ("the County") and the **CITY OF SHERIDAN**, a municipal corporation of the State of Oregon ("the City").

#### RECITALS

- A. ORS 190.010 and 206.345 allow cities to contract with county sheriffs and governing bodies for the provision of county police services to incorporated cities.
- B. The City desires to continue to contract with the County for Yamhill County Sheriff's Office to provide police services within the City. County is agreeable to providing police services on the terms and conditions set forth in this agreement from July 1, 2023, through June 30, 2024.
- C. This agreement supersedes and replaces the prior police services agreement between the parties that expires June 30, 2023. NOW, THEREFORE,

#### AGREEMENT

In exchange for the mutual promises and obligations as set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**SECTION 1. SCOPE OF SERVICES.** The County agrees to provide police protection within the corporate limits of the City to the extent and in the manner described in this section. The police services shall encompass duties and enforcement functions of those normally undertaken by Yamhill County Sheriff's Office under the statutes of the State of Oregon. Such services shall include public safety, criminal law enforcement, issuing of citations based on City ordinances, traffic enforcement, preparation of police reports and/or attendance at council meetings, and related services that are within the legal authority of the Sheriff to provide.

**SECTION 2. MANAGEMENT BY COUNTY.** Subject to applicable bargaining agreements and law, the rendition of such service, standards of performance, discipline of officers, personnel issues, and other matters incident to the performance of such services shall be subject to the control of the County. However, if the City is unhappy with any such items, the parties will attempt to resolve the dispute through a joint meeting of a representative of the Sheriff's Office and the City Manager. In addition, management of deputies by the County will be subject to the following:

- a. **County to provide monthly schedule.** Deputies assigned to the City shall maintain schedules on a monthly basis which will set forth the time deputies spend within the City.
- b. **Scheduling of Deputies.** The City shall recommend the schedule to the extent feasible. The County agrees to exercise its best efforts to accommodate the City's desired schedule for deputies assigned to provide police services under this agreement but retains ultimate authority to schedule.

- c. **Areas of Assignment.** The County agrees to exercise its best efforts to accommodate the City's desired target areas for police services under this agreement. The City will communicate desired target areas to County's supervisor. The supervisor will use all reasonable efforts to fulfill the City's request.
- d. **Deputies shall do Paperwork in the City.** The County and deputy(s) assigned to the City will use every reasonable effort to perform report-writing and other office-based functions of law enforcement in the City to maximize the number of hours which the assigned deputy(s) remains within the City.

**SECTION 3. COUNTY FURNISHES LABOR AND MATERIALS; CITY FURNISHES OFFICE SPACE.** For the purpose of performing these functions, County and City shall provide the following:

- a. **County's Requirements.** The County shall furnish and supply all labor, supervision, equipment, vehicles, communication facilities, and supplies necessary to provide the services described in Section 1, including any necessary secretarial or record keeping services.
- b. **City's Requirements.** The City shall provide sufficient office space within the City limits for County personnel to perform services under this agreement. The City shall provide and pay for utilities costs, except that the County shall provide and pay for its own telecommunications needs.

**SECTION 4. PERSONNEL COMMITMENTS.**

- a. **Full-Time Equivalent (FTE) Assigned to the City.** The County shall provide **THREE (3.0)** patrol deputy full time equivalent positions. All County personnel assigned to provide services under this agreement will be certified by DPSST to perform the services described in Section 1.
- b. **Full-Time Equivalent (FTE) Defined.** As used in this section, an FTE means a full-time equivalent position. One (1) FTE constitutes approximately 2,080 hours per year, less time used for the following purposes: leaves authorized by the collective bargaining agreement or state or federal law; court time; training time related to maintenance or enhancement of proficiency; and any other function directly related to job performance as an employee of the County.
- c. **Extra Personnel to the City; Temporary Absence from the City.** When available, the County shall provide, at no cost, extra patrol for the City if emergency backup or coverage is needed. Deputies assigned to the City will not be sent out of the City to surrounding calls, unless it is necessary for the deputy(s) to provide backup or make a first response to an emergency. When response to a surrounding call is made, the deputy(s) will return to the City as soon as a rural patrol deputy or other law enforcement official has relieved the deputy(s).
- d. **City Representatives Authorized to Request Emergency Patrols.** The City Manager is authorized to request special or emergency patrols or response by the Sheriff, and the Sheriff will abide by the request if adequate personnel, in the Sheriff's sole determination, is available; provided, however that the City shall reimburse the County at the County's cost for personnel time spent on special or emergency patrols or responses requested and provided under this paragraph.
- e. **Authority to Reallocate Time or Share Deputies by Separate Agreement between Authorized**

**Representatives of Cities.** The City and the County recognize that the County has separate police services agreements with the City and the City of Willamina. On occasion, authorized City representatives appointed under subsection (d) may determine County deputies assigned to work under one city's police services agreement should be shared with the other city. For example, the authorized representatives may agree that a patrol deputy on duty within the City should patrol areas or respond to calls within the City of Willamina, and vice versa. The County agrees to exercise its best efforts when providing services under this agreement to comply with any mutual, written agreement of authorized representatives of the City and the City of Willamina to temporarily reassign or share patrol deputies; **provided, however**, both cities shall be required to pay the County the compensation stated in their respective police services agreements without offset or recomputation for time a deputy assigned to one city spends in another.

**SECTION 5. PERSONNEL EMPLOYED BY THE COUNTY.** All persons employed in the performance of this agreement shall be County employees. The County acts as an independent contractor under this agreement. The City shall not be called upon to assume any liability for the direct payment of any salaries, wages, or other compensation to any County personnel performing services herein for the City. Except as otherwise specified herein, the City shall not be liable for compensation or indemnity to any County employee for any injury or sickness arising out of the employee's employment with the County. The County shall comply with ORS 656.017, which requires it to provide workers' compensation coverage for its subject workers.

**SECTION 6. THE CITY'S RECIPROCAL INDEMNIFICATION.** The County, its officers, and its employees, shall not be deemed to have assumed any liability for acts of the City, or of any officer, employee, or agent thereof, and, subject to the limits of the Oregon Tort Claims Act and the Oregon Constitution, the City hereby covenants and agrees to hold and save the County and all of its officers, agents, and employees harmless from all claims whatsoever that might arise against the County, its officers, agents, or employees, by reason of any act of the City, its officers, agents, and employees.

**SECTION 7. THE COUNTY'S RECIPROCAL INDEMNIFICATION.** The City, its officers, and its employees, shall not be deemed to have assumed any liability for acts of the County, or of any officer, employee, or agent thereof, and, subject to the limits of the Oregon Tort Claims Act and the Oregon Constitution, the County hereby covenants and agrees to hold and save the City and all of its officers, agents, and employees harmless from all claims whatsoever that might arise against the City, its officers, agents, or employees, by reason of any act of the County, its officers, agents, and employees.

**SECTION 8. TERM AND TERMINATION OF AGREEMENT.**

- a. **Term.** Unless terminated in accordance with subsection (b), the term of this agreement is from July 1, 2023, through June 30, 2024.
- b. **Termination for Any Reason.** Either party may terminate this agreement on ninety (90) days written notice to the other party. Termination shall not excuse liabilities incurred prior to the termination date.

**SECTION 9. COMPENSATION BY CITY.**

- a. For the period July 1, 2023, to June 30, 2024, the City will pay to the County, for performance of the duties identified in Section 1, the sum of \$527,160.07, in monthly installments of \$43,930.01, as set forth in Exhibit A. Payment is due by the 15th day of the month in which services were provided.
- a. The County shall exercise its best efforts to notify the City in writing of any proposed rate adjustment for the subsequent fiscal year no later than April 30.

**SECTION 10. TRANSFER OF ORDINANCE ENFORCEMENT AUTHORITY.** Upon execution of this agreement and during its effective term, the police authority of the City for enforcing City ordinances is transferred to Yamhill County Sheriff's Office. For the limited purpose of compliance with applicable city charters, the City upon execution of this agreement hereby designates the Yamhill County Sheriff as the Chief of Police of said City.

**SECTION 11. INCORPORATION.** The introductory paragraph and recitals appearing at the beginning of this agreement are hereby incorporated into and made a part of this agreement as if fully set forth herein.

DONE the dates set forth adjacent to the signatures below.

**CITY OF SHERIDAN, OREGON**

**YAMHILL COUNTY, OREGON**

Marianne Thomson  
MARIANNE THOMSON, Mayor

Tim Svenson  
TIM SVENSON, Sheriff

Date: 5-2-2023

Date: 6/21/2023

ATTEST:

ATTEST:

Heidi Bell  
HEIDI BELL, City Manager

Lindsay Berschauer  
LINDSAY BERSCHAUER, Chair  
Board of Commissioners

Date: 5/2/2023

Date: 6.29.23

**APPROVED AS TO FORM:**

Accepted by Yamhill County  
Board of Commissioners on

By: Christian Boenisch  
CHRISTIAN BOENISCH, County Counsel

6.29.23 by Board Order  
BO-23-246

Date: 6/30/23

YAMHILL COUNTY SHERIFF'S OFFICE 2023-2024 DEPUTY COSTING

POSITION	RANGE/ STEP	BASE SALARY	MOS.	AMOUNT	CERT /LONG	TOTAL	HEALTH		FICA	MEDICARE	Disability		ACCID		UNEMP	W/C ASSES.	Time Loss	OR PD FML LV	TOTAL
							INS	INS			INS	INS	INS	INS					
Deputy (1)	12/6	7,515.95	12	90,191	8,117	9%	98,309	20,157	24,916	6,095	1,425	323	2,094	98	26	98	393	153,935	
							8,499		2,154	527	123	323	181	8		8		11,825	
Deputy (2)	12/6	7,515.95	12	90,191	8,117	9%	98,309	20,157	24,916	6,095	1,425	323	2,094	98	26	98	393	153,935	
							8,499		2,154	527	123	323	181	8		8		11,825	
Deputy (3)	12/6	7,515.95	12	90,191	8,117	9%	98,309	20,157	24,916	6,095	1,425	323	2,094	98	26	98	393	153,935	
							8,499		2,154	527	123	323	181	8		8		11,825	
							320,424	60,471	81,211	19,866	4,646	1,938	6,825	320	78	320	1,180	\$497,280.07	
PERSONNEL COSTS (3 Deputies)	461,806.03																		
OVERTIME (3 Deputies x 10hrs/month)	35,474.04																		
VEHICLE COSTS (3 vehicles x 50 miles @.69/mi x 264 days)	27,324.00																		
UNIFORMS (3.0 FTE * \$71/mo.)	2,556.00																		
<b>TOTAL COST</b>	<b>\$527,160.07</b>																		
Cost per month	\$43,930.01																		

Health & Life Insurance	20,157.0000																	
Retirement	0.2535																	
FICA	0.0520																	
Medicare	0.0145																	
Disability Insurance	323.0000																	
Accident Insurance	0.0213																	
Unemployment Insurance	0.0010																	
Worker's Comp. Assessment	26.0000																	
Time Loss	0.0010																	
Oregon Paid Family Leave	0.0040																	

2022-2023 \$508,598.65 3.65%