

**INTERGOVERNMENTAL AGREEMENT BETWEEN
JACKSON COUNTY AND THE CITY OF SHADY COVE
RELATING TO LAW ENFORCEMENT SERVICES**

PARTIES

THIS INTERGOVERNMENTAL AGREEMENT (herein referred to as "Agreement") is entered into by and between JACKSON COUNTY, a political subdivision of the State of Oregon (herein referred to as "COUNTY"), by and through the Jackson County Sheriff's Office (herein referred to as "JCSO"), and the CITY OF SHADY COVE, a municipal corporation of the State of Oregon (herein referred to as "CITY") and is applicable to all properties located within the geographic area that constitutes the incorporated limits of the CITY. County and City are herein individually referred to as the "Party" and collectively referred to as the "Parties."

STATUTORY AUTHORITY

1. In accordance with and pursuant to the provisions of ORS Chapter 190, entitled "INTERGOVERNMENTAL COOPERATION," the County is authorized to jointly provide for the performance of a function or activity in cooperation with a "unit of local government" that include CITY or other governmental authority in Oregon. By acceptance of this Agreement, the City certifies that it meets the above criteria for eligibility for such cooperation with the County.

2. As a result of this Agreement and pursuant to ORS 190.030, any unit of local government, consolidated department, intergovernmental entity or administrative officers designated herein to perform specified functions or activities is vested with all powers, rights and duties relating to those functions and activities that are vested by law in each separate party to the Agreement, its officers and agencies.

RECITALS

WHEREAS, CITY desires to contract with the COUNTY for the provision of law enforcement services within the geographic area that constitutes the incorporated limits of the CITY; and

WHEREAS, the COUNTY, through JCSO, anticipates having sufficient resources to provide law enforcement services to the CITY; and

WHEREAS, COUNTY and CITY have established the following service goals and principles of cooperation that preserve the value of the COUNTY providing independent, responsive and professional law enforcement services while permitting CITY to retain a high level of local service and decision-making in the provision of law enforcement services:

CITY will have the flexibility to determine the level and deployment of certain law enforcement services and to identify service priorities, thereby controlling costs;

JCSO wishes to work cooperatively with CITY to solve CITY law enforcement concerns to improve the safety and welfare of CITY residents and visitors;

JCSO wishes to provide at a reasonable and predictable cost, efficient, high-quality, appropriate law enforcement services supported by technology to meet the law enforcement goals of CITY that allow the COUNTY to recover the cost of providing services;

JCSO wishes to maintain equity in the provision of law enforcement services to CITY and unincorporated Jackson County residents.

AGREEMENT

NOW, THEREFORE, in consideration of the terms and conditions contained herein, it is mutually agreed by and between the COUNTY and CITY as follows:

1. Law Enforcement Services. The COUNTY, through JCSO, will use commercially reasonable efforts to provide to the CITY the law enforcement services listed in Exhibit A, which is incorporated herein by reference. Services consist of three deputies, a part time community service officer and other related services provided by JCSO personnel assigned primarily for the benefit of the geographic areas of the CITY.

2. Service Model. The Service Model used for the provision of law enforcement services by COUNTY to CITY under this Agreement operates under the philosophy of a JCSO patrol district encompassing the geographic areas within the boundaries of the CITY.
 - 2.1. The level, degree and type of law enforcement services and the number of positions assigned to those services are determined by the funding levels of this Agreement.
 - 2.2. JCSO personnel assigned to the CITY will be dedicated to work within the CITY limits, subject to responses to assist another jurisdiction or JCSO deputies according to the Jackson County Cooperative Policing Agreement.
 - 2.2.1. The number of JCSO positions assigned to the CITY will remain constant. The CITY recognizes that the number of personnel may vary to the extent that positions are vacant or positions are filled but not available for assignment, including recruits and personnel on long-term disability leave, military leave, vacation leave, sick leave or other leave.

3. Compensation.
 - 3.1. CITY will compensate COUNTY the costs described below in section 3.3.
 - 3.2. Such costs will include, but not be limited to salary, benefits and special pays, if any, for personnel providing the service, along with any associated clothing allowance, quartermaster, overtime, supplies, services, telephone, motor pool, systems services, insurance and equipment and associated administrative costs outlined in Exhibit A.
 - 3.3. Billing. COUNTY will bill CITY quarterly in installments equal to twenty five percent of the then estimated annual Total Law Enforcement Contract cost for the applicable COUNTY fiscal year. Payments will be due within 30 days after invoicing by the COUNTY. In the event the CITY fails to make a monthly payment within 30 days of billing, the COUNTY may charge an interest rate of one-half percent (.5%) per month.

3.4. Annual Reconciliation. As soon as reasonably practicable at the end of each COUNTY fiscal year during this Agreement and upon termination this Agreement, COUNTY will furnish to CITY a statement showing the actual costs of the services provided hereunder for the preceding COUNTY fiscal year (or preceding COUNTY fiscal year up to termination, if applicable). In the case of a deficiency, CITY will promptly remit such deficiency to COUNTY within 30 days following receipt of COUNTY's statement of actual expenses. In the case of a surplus, COUNTY will apply the surplus to the next installment due by CITY for the services hereunder or refund the surplus to CITY within 30 days.

4. Decisions and Policy-Making Authorities.

4.1. Operational Decisions and Policy-Making Authorities. The respective authorities of the CITY and the COUNTY to make operational decisions and develop and implement policies will be governed by Section 18 of this Agreement.

4.2. Points of Contact. The COUNTY appoints the Jackson County Sheriff ("Sheriff"), or his designee, and the CITY appoints the Mayor, or his/her designee, who will act as the Points of Contact for the parties to provide correspondence and communications related to the administration of this Agreement.

4.3. Schedules. The Sheriff, or his designee, upon receipt of input from the CITY Mayor, or his/her designee, will determine the appropriate working schedule for the JCSO personnel assigned to perform the law enforcement services under this Agreement. The schedule will provide weekly law enforcement services for a minimum of one hundred and twenty eight (128) hours per week.

5. Special Provisions.

5.1. CITY Purchases. The CITY will supply at its own cost and expense any special supplies, stationary, notices, and forms where such must be issued in the name of the CITY as well as routine supplies (office supplies and shared desktops). The COUNTY will provide supplies and equipment routinely provided to its JCSO deputies.

5.1.1. Technology or Specialized Equipment. The COUNTY JCSO staff will be appropriately trained and equipped with such technology as is customarily provided to its patrol deputies. Such technology may include, but is not limited to: mobile data computers (MDCs), computer access to criminal history data and other like data, and other current technology utilized within law enforcement services.

5.2. CITY Law Enforcement Facility. Office space will be provided by CITY at a location acceptable to both JCSO and CITY. Office equipment such as a phone and copy machine will be provided by CITY as JCSO deems necessary for the assigned deputies.

5.3. Use of CITY Facility by JCSO. The CITY and COUNTY agree that use of CITY's law enforcement facility by the assigned JCSO personnel as reasonably necessary to fulfil COUNTY's obligations under this Agreement will not be charged to the COUNTY.

- 5.4. Stabilization of Personnel. JCSO will use commercially reasonable efforts to coordinate transfers to minimize the time positions are vacant, as well as the impact of vacancies to CITY. Deputies will not be granted a transfer out of the CITY assignment unless authorized by the language in the current Jackson County Sheriff's Employees' Association ("JCSEA") Collective Bargaining Agreement. In the assignment of JCSO personnel, the COUNTY will use, whenever possible, JCSO personnel who volunteer for duty within the CITY. Duration of assignment and selection of non-voluntary JCSO personnel will be accomplished in accordance with the current JCSEA Collective Bargaining Agreement.
- 5.5. Additional Training. The CITY may provide training for JCSO personnel assigned under this Agreement in addition to that provided by the COUNTY. Additional training is subject to JCSO approval and the cost will be borne by the CITY.
- 5.6. Computers.
 - 5.6.1. The COUNTY will provide access to a computer to every JCSO staff member assigned to the CITY.
 - 5.6.2. The COUNTY's Information Technology Department will be responsible for the repair and maintenance of all equipment, software, and accessories used under this Agreement that are owned by the COUNTY.
 - 5.6.3. Replacement of COUNTY-owned computers will be furnished via COUNTY departmental chargebacks, as needed.
6. Reporting. JCSO will provide information to CITY on criminal activity, citations and law enforcement services provided by this agreement.
7. Personnel and Equipment.
 - 7.1. Control of Personnel. Control of JCSO personnel, standards of performance, discipline and all other aspects of performance will be governed entirely by the COUNTY. Allegations of misconduct will be investigated in accordance with COUNTY and JCSO Policies and Procedures, as well as any applicable collective bargaining agreement. At all times, authority over JCSO employees remains exclusively under the COUNTY.
 - 7.2. Status of Employees. All JCSO personnel rendering law enforcement services to CITY hereunder will be employees of the COUNTY.
 - 7.3. Application. Both parties acknowledge that certain employment leaves of absence are protected by law and that extended leaves of absence can affect the JCSO's ability to provide the law enforcement services under this Agreement. In the event of a protracted leave (15 days or longer) by a JCSO employee assigned to the CITY under this Agreement, JCSO will make commercially reasonable efforts to replace that assigned employee with as little impact as possible to the CITY by the 15th day of the leave.

8. CITY Responsibilities. In support of the COUNTY providing the law enforcement services under this Agreement, the CITY agrees to the following.
 - 8.1. Municipal Code. The CITY will, to the extent reasonably possible, taking into consideration local circumstances, endeavor as it adopts local ordinances to have such ordinances be consistent with ordinances of the COUNTY and/or state law. It is recognized that it is in the interest of both parties to this Agreement that reasonable uniformity of common regulations will promote efficient provision of law enforcement services.
9. Term. The term of this Agreement will be from July 1, 2023 through June 30, 2026 unless sooner terminated as provided herein.
10. Termination Process.
 - 11.1 Either party to this Agreement may terminate this Agreement for convenience by giving a sixty (60) day written notice to the other party. The amount due to either party by the other under Section 3.2 will be prorated on a daily basis as of the date of termination.
 - 11.2 Either party may terminate this Agreement in the event of a breach of the Agreement by the other party. Prior to such termination, the party seeking termination will give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within fifteen (15) days of the date of the notice, or within such other period as the party giving the notice may authorize or require, then the Agreement may be terminated immediately at any time thereafter by a written notice of termination by the party giving notice.
 - 11.3 The rights and remedies of the parties provided in this section are not exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.
11. Indemnification; Insurance
 - 11.1. Indemnity.
 - 11.1.1. CITY Held Harmless. Subject to the conditions and limitations of the Oregon Tort Claims Act and subject to the Oregon Constitution, the COUNTY will defend, indemnify and hold harmless the CITY, and its elected officials, officers, employees, volunteers and agents from any and all costs, claims, judgments, or awards of damages, resulting from the acts or omissions of the COUNTY, and its employees or agents under with this Agreement. In executing this Agreement, the COUNTY does not assume liability or responsibility for or in any way release the CITY from any liability or responsibility which arises in whole or in part from the existence or effect of CITY ordinances, rules, regulations, resolutions, customs, policies, or practices. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such CITY ordinance, rule, regulation, resolution, custom, policy, or practice is at issue, the CITY will defend against such cause, claim, suit, action or administrative proceeding at its sole expense and if judgment is entered or damages are awarded against the CITY, the COUNTY, or both, the CITY will satisfy the same, including all chargeable costs and attorney's fees.

- 11.1.2. COUNTY Held Harmless. To the extent permitted by the Oregon Tort Claims Act and subject to the Oregon Constitution, the CITY will defend, indemnify and hold harmless the COUNTY, and its elected officials, officers, employees, volunteers and agents from any and all costs, claims, judgments or awards of damages, resulting from the acts or omissions of the CITY, and its employees or agents associated with this Agreement. In executing this Agreement, the CITY does not assume liability or responsibility for or in any way release the COUNTY from any liability or responsibility which arises in whole or in part from the existence or effect of COUNTY ordinances, rules, regulations, resolutions, customs, policies, or practices. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such COUNTY ordinance, rule, regulation, resolution, custom, policy or practice is at issue, the COUNTY will defend against such cause, claim, suit, action or administrative proceeding at its sole expense and if judgment is entered or damages are awarded against the COUNTY, the CITY, or both, the COUNTY will satisfy the same, including all chargeable costs and attorney's fees.
- 11.1.3. No Consequential Damages. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT OR OTHERWISE TO THE CONTRARY, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR LOST PROFITS SUFFERED IN CONNECTION TO THIS AGREEMENT.

11.2. Insurance. COUNTY will at its own expense provide the following insurance:

- 11.2.1. COUNTY will obtain and maintain at all times during the course of the Agreement general liability insurance coverage subject to the limits of the Oregon Tort Claims Act covering bodily injury and property damage on an "occurrence" form in the amount of not less than \$2 Million per occurrence/\$3 Million general aggregate for the protection of the CITY, and its elected officials, officers, agents, employees and volunteers.
- 11.2.2. Certificates of Insurance. In respect to general liability coverage, and as evidence of the insurance coverage required by this Agreement, the COUNTY will furnish acceptable insurance certificates to CITY prior to COUNTY commencing work under this Agreement. Insuring companies or entities are subject to CITY acceptance. If requested, complete copies of insurance policies; trust agreements, etc., will be provided to the CITY. The COUNTY will be financially responsible for all pertinent premiums, deductibles, self-insured retentions and/or self-insurance.
- 11.2.3. Notice of Cancellation. There will be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days' notice to the CITY. Any failure to comply with this provision will not affect the insurance coverage provided to the CITY. The 60 days' notice of cancellation provision will be physically endorsed to the policy.

11.2.4. Insurance Carrier Rating. Coverage provided must be underwritten by an insurance company deemed acceptable by the CITY. Insurance coverage will be provided by companies admitted to do business in Oregon or, in the alternative, rate A- or better by Best's Insurance Rating. The CITY reserves the right to reject all or any insurance carriers(s) with an unacceptable financial rating.

11.2.5. Self-Insurance. COUNTY may fulfill its insurance obligations herein through a program of self-insurance, provided that the COUNTY's self-insurance program complies with all applicable laws, and provides insurance coverage equivalent in both type and level of coverage that satisfies this Section 11.

12. Non-discrimination. The COUNTY and the CITY certify that they are Equal Opportunity Employers.
13. Assignment. Neither the COUNTY nor the CITY will have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other party.
14. Audits and Inspections. The records and documents with respect to all matters covered by this Agreement will be subject to inspection, review or audit by the COUNTY or CITY during the term of this Agreement and three (3) years after termination. Exception to this stipulation is for confidential internal affairs investigations conducted by the COUNTY.
15. Notice. Any formal notice or communication to be given by the COUNTY to the CITY under this agreement will be deemed properly given if personally delivered, or mailed postage prepaid and addressed to:

CITY OF SHADY COVE
Attn: Michele Parry, City Administrator
22451 Highway 62
P.O. Box 1210
Shady Cove, Oregon 97539

Any formal notice or communication to be given by the CITY to the COUNTY under this Agreement will be deemed properly given if personally delivered, or mailed postage prepaid and addressed to:

JACKSON COUNTY SHERIFF'S OFFICE
Attn: Sheriff Sickler
5179 Crater Lake Highway
Central Point, Oregon 97502

The name and address to which notices and communications will be directed may be changed at any time by either the CITY or the COUNTY provided that such notice has been given to the other party.

16. COUNTY as an Independent Contractor and the parties will at all times be deemed to be; independent contractors. Nothing herein will be construed as creating the relationship of employer and employee, or principal and agent, between CITY and COUNTY or any of the COUNTY's agents or employees.
17. Agreement Administration.

- 17.1. Agreement Administrators. The CITY Administrator, or designee, and the JCSO Liaison will serve as Agreement Administrators to review Agreement performance and resolve operational problems.
 - 17.2. Referral of Unresolved Problems. The CITY Administrator, or designee, will refer any law enforcement service operational problem, which cannot be resolved, to the JCSO Liaison and if still not resolved to the Sheriff. The Sheriff and CITY Mayor will meet as necessary to resolve such issues. Unresolved problems will be referred to the Coordinating Committee (See Section 18) for assistance in resolution.
 - 17.3. Agreement Dispute Issues. Disputes involving Agreement language interpretation, costs, and other non-operational matters will be referred to the Sheriff, the Chair of the Coordinating Committee, and the affected party or parties to review and resolve. Any unresolved problems will be referred to the full Coordinating Committee for assistance in resolution.
18. Agreement Coordination.
- 18.1. Coordinating Committee. The CITY Mayor, or his/her designee, the Sheriff, or his/her designee, and the JCSO Operations Division Commander will constitute the Coordinating Committee (“Committee”). The Committee will meet on as needed basis to provide direct feedback on issues and concerns related to law enforcement and public safety in the CITY. The Committee is responsible for establishing law enforcement goals and objectives and will address issues which may arise regarding this Agreement. The Committee may decide to invite selected non-Committee members to attend Committee meetings as observers.
 - 18.2. Scope of Committee. The Committee will meet at least quarterly to review the delivery of law enforcement services outlined in this Agreement. The Committee will elect a Chair at its first meeting who is responsible for scheduling and presiding over the Committee meetings and providing a person to keep the minutes of each Committee meeting for the duration of the term as Chair.
 - 18.2.1. If an operational problem or Agreement dispute is referred to the Committee, the Committee will meet and attempt to resolve the problem or dispute. If the Committee is unable to resolve the problem or dispute, the parties may pursue suitable remedies.
 - 18.2.2. The Committee may recommend amendments to this Agreement to be approved by CITY and COUNTY in accordance with the terms of this Agreement.
19. Amendments. This Agreement may be amended at any time by mutual written agreement of the parties.
20. No Third Party Beneficiary. This Agreement is made solely and specifically among and for the benefit of the parties hereto, and no other person will have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third party beneficiary or otherwise.
- 21.
22. Entire Agreement. This Agreement and Exhibits A and B contain the entire agreement of the parties. Any prior agreements, promises, negotiations or representations of or between the parties, either oral or written, relating to the subject matter of this Agreement and which are not expressly set forth in this Agreement are null and void and of no further force or effect.

23. Waiver. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach thereof. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted by a party must be in writing to be effective, and shall apply solely to the specific instance expressly stated.

24. Severability. If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed on this _____ day of _____, 2024.

CITY of SHADY COVE

BY: _____
Michele Parry, City Administrator

Date

APPROVED AS TO LEGAL SUFFICIENCY:

, Associate City Attorney

Date

JACKSON COUNTY

BY: _____
Danny Jordan, County Administrator

Date

APPROVED AS TO LEGAL SUFFICIENCY:

Sr. Assistant County Counsel

Date

SHADY COVE CONTRACT ESTIMATE 2023 - 2026 Exhibit A



				2023-2024	2024-2025	2025-2026
	Units/FTE	Salary & Benefits	Other	Total Cost	Total Cost	Total Cost
Dedicated Law Enforcement Services						
Deputy	1.00			\$ 154,254	164,751	185,550
Deputy	1.00			\$ 154,254	164,751	185,550
Deputy	0.75			\$ 115,690	\$ 123,563	\$ 139,163
CSO	0.48			\$ 63,042	\$ 68,102	\$ 73,733
Overtime (not to exceed)				\$ 5,000	\$ 5,000	\$ 5,000
Cost of Dedicated Personnel	3.23			\$ 492,240	\$ 526,168	\$ 588,996
Fuel /Maintenance & Replacement						
Patrol Vehicles				\$ 81,716	81,716	84,167
Cost of Fuel/Maintenance & Replacement				\$ 81,716	\$ 81,716	\$ 84,167
Supplies & Materials						
	Unit	Per Unit Cost				
Uniform, Equipment, and Supplies						
Phone charges (MDT's & Cell Phones)	3.23	\$ 1,000		\$ 3,225	3,419	3,419
Supplies	3.23	\$ 800		\$ 2,584	2,662	2,662
Uniforms	3.23	\$ 1,000		\$ 3,230	3,327	3,327
Training	3.23	\$ 800		\$ 2,584	2,662	2,662
Cost of Supplies & Materials				\$ 11,623	\$ 12,068	\$ 12,068
Expense Sub Total				\$ 585,579	\$ 619,952	\$ 685,232
Law Enforcement Support Services						
BOC/Admin/Internal Audit (3.77 % of sub total)				\$ 22,076	22,738	23,420
IT (cost per employee)				\$ 732	754	777
Payroll (cost per employee)				\$ 553	570	587
HR (cost per employee)				\$ 1,271	1,309	1,348
General Liability (cost per employee)				\$ 5,580	5,748	5,920
Cost of Law Enforcement Support Services				\$ 30,212	\$ 31,119	\$ 32,052
TOTAL LAW ENFORCEMENT CONTRACT COST				\$ 615,791	\$ 651,070	\$ 717,284