



City of Union

Agenda

Council Work Session Meeting

Monday, October 9, 2023 @ 6:00 PM

Leonard Almquist Council Chambers, 342 S. Main St,
Union, OR 97883

Page

1. **CALL TO ORDER AND ROLL CALL:**

Mayor:

Hawkins

Councilors:

Farmer, Cox, Black, Blackburn,
Middleton and Boyer-Davis

2. **PRESENTATIONS:**

2.1. Sheriff's Report

2.2. Fire/EMS Discussion - Fire Chief Casey George

3. **UPCOMING BUSINESS DISCUSSIONS:**

3.1. Agreement for Law Enforcement Services

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[Agreement - Pdf](#)

3.2. Agreement for Dog Control Services

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[Agreement - Pdf](#)

4. **COMMITTEE DISCUSSIONS:**

5. **ORDINANCE/CHARTER REVIEW:**

6. **OTHER:**

7. **ADJOURNMENT:**

AGREEMENT FOR LAW ENFORCEMENT SERVICES

THIS AGREEMENT IS MADE AND ENTERED INTO THIS ____ DAY OF _____, 2024, by and between UNION COUNTY, OREGON, a political subdivision of the State of Oregon (hereinafter called COUNTY); the Sheriff of Union County, Oregon (hereinafter called SHERIFF); and the CITY OF UNION, a municipal corporation of the State of Oregon (hereinafter called CITY).

WHEREAS, the CITY desires to contract with the COUNTY for law enforcement services from the SHERIFF during the fiscal years 2024-2028 as provided herein; and

WHEREAS, the COUNTY and SHERIFF are agreeable, to rendering such services on the terms and conditions hereinafter set forth; and

WHEREAS, such contracts are authorized and provided for by ORS 190.010 and ORS 206.345;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, it is mutually agreed as follows:

1) SHERIFF will provide law enforcement services as set out in Exhibit A within the city limits of CITY. The law enforcement services will encompass duties and functions within the jurisdiction of, and customarily rendered by, the SHERIFF of the COUNTY, and pursuant to the statutes of the State of Oregon. Such services will include the enforcement of State criminal and traffic statutes.

2) SHERIFF will provide a minimum of 120 hours per month of law enforcement services to CITY under this Agreement with said hours being calculated as time either spent performing service within the CITY limits, or otherwise directly related to the handling of matters occurring within said CITY limits. When an assigned deputy is using vacation or sick time COUNTY will not back fill position with overtime staff. However, all calls for service will be responded to. When an assigned deputy is attending training, those hours will count toward contract hours as it is a direct benefit to the CITY.

SHERIFF will provide CITY with a monthly report of the qualifying law enforcement activities and services performed for CITY for the previous month as provided under this Agreement. A deputy or a supervisor will present the report at the monthly Council meeting. Sheriff will exercise all best efforts to provide the report to the City Administrator via e-mail not less than one week prior to Council meeting at which the report will be presented.

The SHERIFF will meet with the full Council bi-annually to review compliance with the terms of the Agreement. SHERIFF will notify Mayor and/or City Administrator of major crimes or events occurring in City when appropriate.

3) Modification of the 120 hour per month minimum requirement may be made only by written agreement between CITY and SHERIFF as deemed necessary or appropriate for certain

extraordinary reasons including but not limited to special events, and for a period of time not to exceed one month.

4) SHERIFF will furnish and supply all labor, supervision, personal equipment and supplies, and training necessary for the performance of the law enforcement services under this agreement. SHERIFF will provide all necessary administrative and employer services for all assigned deputies and will comply with all federal, state, and collective bargaining laws and agreements.

5) SHERIFF will have use of current CITY secured police office as a sub-station with access by the City for emergencies. CITY will provide utilities to include phone and internet access and basic office equipment such as desks, chairs, and file cabinets but not to include any electronic or communications equipment other than a basic landline telephone. SHERIFF and COUNTY will provide office supplies (paper, ink, and related items.)

6) All requests for public records of activities performed by SHERIFF under the terms of this Agreement shall be the responsibility of SHERIFF and COUNTY, and nothing in this Agreement shall have the effect of the CITY serving as records custodian for SHERIFF, nor shall CITY be required to respond to public records requests on behalf of SHERIFF or defend any legal action or pay any damages as a result of any such public records request.

7) The provision of law enforcement services, standards of performance, discipline of officers, scheduling and coordination of services, and other matters incident or relating to the performance of such services, and the control of the personnel so employed will remain with the SHERIFF, and otherwise under the control and responsibility of the COUNTY.

All citizen concerns or issues involving law enforcement services or individual or group citizen grievances received by the CITY should be referred to the SHERIFF or his designee.

8) Each Party to this Agreement hereby covenants and agrees to indemnify and hold and save the other Party, its officers, agents, assigns and employees harmless from all claims whatsoever that might arise against the other Party, its officers, agents, assigns and employees by reason of any act of the first Party, its officers, agents, assigns or employees in the performance of the law enforcement services or the administration thereof required by the terms of this Agreement, including any cost of defense and attorney's fees associated with such claims.

9) CITY grants to SHERIFF full municipal police authority, and all rights of enforcement provided to CITY under federal or state law or county ordinance.

10) If CITY utilizes the services of a municipal ordinance enforcement officer, the CITY and SHERIFF will coordinate the activities of the assigned deputies and personnel providing service under this Agreement with the ordinance enforcement officer when law enforcement support is deemed necessary.

11) This Agreement may be terminated by either Party, without cause, after providing a minimum of 60 day's written notice of the intent to terminate.

In the event SHERIFF fails to provide law enforcement services for the minimum term of 120 hours per month for three consecutive months, CITY may terminate this Agreement on ten days written notice.

12) In consideration of the services provided for herein and above, the CITY agrees to pay the amounts set forth in the attached Exhibit B, billed and payable quarterly at the beginning of the 3-month period.

13) Should litigation or arbitration be brought to enforce the rights and obligations under this agreement, the prevailing party shall be entitled to its reasonable attorneys' fees and other costs at arbitration, at trial, or on appeal.

14) Each Party agrees to carry and keep current policies of insurance to cover liability for physical and personal property damage, false arrest, and civil rights claims which may arise from the performance of law enforcement duties of the SHERIFF.

APPROVED AND ACCEPTED by the CITY this ____ day of _____, 2024.

Mayor, City of Union

City Administrator, City of Union

APPROVED AND ACCEPTED by the COUNTY and SHERIFF this __ day of _____, 2024.

Union County Commissioner

Union County Sheriff

Union County Commissioner

Union County Commissioner

Exhibit A

Contract Services to be Provided:

Provide for public safety by maintaining order, responding to emergencies, protecting people and property, and enforcing motor vehicle and criminal laws, including:

- (a) Proactive policing activities including routine and regular patrols of residential, industrial, and commercial areas of the City, including time frames other than during regular business hours, and not merely transient patrols while en route to other areas of the County;
- (a) Identify, pursue, and arrest suspects and perpetrators of criminal acts;
- (b) Record facts to prepare reports that document incidents and activities;
- (c) Review facts of incidents to determine if criminal act or statute violations were involved, prepare written reports, and forward the same to the Union County District Attorney for the possible filing of criminal charges or violations;
- (d) Assist the District Attorney and City Prosecutor and appear in Circuit and Municipal Courts, as needed to support legal proceedings;
- (e) Conduct traffic patrol and monitor traffic to ensure motorists observe Oregon State and motor vehicle statutes and provisions of the Union City Code related to motor vehicle use, and issue citations or warnings to violators of the same;
- (f) Investigate traffic accidents and other accidents to determine causes and to determine if a crime or violation has been committed;
- (g) Direct traffic flow and reroute traffic in case of emergencies; and
- (h) Investigate reports of City of Union code violations that result in imminent risk to public safety;
- (i) In coordination with the code enforcement officer, enforce violations of municipal code sections relating to noise violations and ATV operation on City streets; and
- (j) Posting or delivery of notices of code and/or nuisance violations that may result in imminent risk to public safety or those which originated as a result of Sheriff's office investigations.

EXHIBIT B

COSTS OF SERVICES:

YEAR 1: \$83,570.00 for services including salary and benefits for a .85 FTE deputy

YEAR 2: \$87,749.00 for services including salary and benefits for a .85 FTE deputy

YEAR 3: \$92,137.00 for services including salary and benefits for a .85 FTE deputy

YEAR 4: \$96,744.00 for services including salary and benefits for a .85 FTE deputy

AN AGREEMENT FOR DOG CONTROL SERVICES

THIS AGREEMENT IS MADE AND ENTERED INTO THIS ____ DAY OF _____, _____, by and between UNION COUNTY, OREGON, a political subdivision of the State of OREGON by and through the Sheriff or said County (hereinafter called COUNTY) and the CITY OF UNION, a municipal corporation of the State of Oregon (hereinafter called CITY).

WHEREAS, the CITY desires to contract with the COUNTY for animal control services from the Sheriff as provided herein; and

WHEREAS, the COUNTY is agreeable, with approval of the Sheriff, to rendering such services on the terms and conditions hereinafter set forth; and

WHEREAS, such contracts are authorized and provided for by ORS 190.010 and ORS 206.345;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, it is mutually agreed as follows:

- 1) COUNTY will provide dog control services, including licensing and kennel inspections with associated fees and licensing within the city limits of CITY to the extent and in the manner hereinafter set forth. The dog control services will encompass duties and functions within the jurisdiction of, and customarily rendered by, the Sheriff of the COUNTY, and pursuant to the statutes of the State of Oregon and ordinances of Union County. Such services will include the enforcement of the State Criminal statutes.
- 2) COUNTY will provide services at a rate of \$32.00 per hour of dog control services to CITY under this agreement with said rate being calculated as time either spent performing service within the CITY limits, or otherwise directly related to the handling of matters occurring within said CITY limits. COUNTY will provide CITY with a monthly report of the dog control activities and services performed for the previous month being claimed as provided under this agreement.
- 3) COUNTY will furnish and supply all labor, supervision, training, equipment and supplies necessary for the performance of dog control services.

- 4) The rendition of dog control services, standards of performance, discipline of officers, scheduling and coordination of services, and other matters incident or relating to the performance of such services, and the control of the personnel so employed will remain with the Sheriff, and otherwise under the control and responsibility of the COUNTY.
- 5) COUNTY hereby covenants and agrees to hold and save CITY, its officers, agents, assigns and employees harmless from all claims whatsoever that might arise against the CITY, its officers, agents, assigns and employees by reason of any act of the County, its officers, agents, assigns or employees in the performance of the law enforcement services required by the terms of this Agreement.
- 6) If CITY employs or utilizes the services of a municipal ordinance enforcement officer, the CITY and COUNTY will coordinate the activities that pertain to animal control, outside of dog control, with the animal control officers providing service under this Agreement so as to avoid duplication of services.
- 7) CITY understands that dog control calls for service received when animal control officers are off duty will be handled by deputies as time permits and after prioritization of other calls. Deputies may, depending on the circumstances of the call, refer a call for service to the next animal control officer on duty
- 8) The term of this agreement will be for 2 years (24 months), from the date executed by all parties, or for a period to begin as otherwise mutually agreed upon between the parties. Should CITY elect to terminate this Agreement prior to the expiration of said term, CITY will give at least 6 months notification of the termination.
- 9) Negotiations for new contract will begin in January of the expiration year. If negotiations have not been conducted or an agreement has not been reached the COUNTY will continue services and billing for 120 days past the contract expiration date.
- 10) In consideration of the services provided for herein and above, the CITY agrees to pay in cash the amounts set forth in the attached Exhibit A, billed and payable within 90 days.

2 -AN AGREEMENT FOR DOG CONTROL SERVICES

APPROVED AND ACCEPTED by the CITY this _____ day of _____, _____.

Mayor: _____

City Administrator/Recorder: _____

APPROVED AND ACCEPTED by the COUNTY this _____ day of _____, _____.

County Commissioner: _____

County Commissioner: _____

County Commissioner: _____

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