



# City of Union

## Agenda

**Council Work Session Meeting**  
**Monday, May 13, 2024 @ 6:00 PM**  
**Leonard Almquist Council Chambers, 342 S. Main St,**  
**Union, OR 97883**

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	Page
<b>1. CALL TO ORDER AND ROLL CALL:</b>	
<b>Mayor:</b>	Hawkins
<b>Councilors:</b>	Farmer, Cox, Black, Blackburn, Middleton and Boyer-Davis
<b>2. PRESENTATIONS:</b>	
<b>3. UPCOMING BUSINESS DISCUSSIONS:</b>	
3.1. Law Enforcement Contract	2 - 20
<a href="#">2024-2028 Union County Contract - Pdf</a>	
<b>4. COMMITTEE DISCUSSIONS:</b>	
<b>5. ORDINANCE/CHARTER REVIEW:</b>	
<b>6. OTHER:</b>	
6.1. Fire EMS Rate	21 - 25
<a href="#">Fire EMS Rate Information - Pdf</a>	
<b>7. ADJOURNMENT:</b>	



# Memorandum

**Subject:** Law Enforcement Contract  
**Meeting:** Council Work Session - May 13 2024  
**Prepared For:** Mayor and Members of Council  
**Staff Contact:** Celeste Tate, Administrator

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## **BACKGROUND INFORMATION:**

Back in January, and even prior to my arrival, discussions were had on the current Law Enforcement contract that will end at the end of June, and items that the council wanted to change in the future contract. There was an initial meeting with Sheriff Bowen and Lt. Woodward along with Mayor Hawkins in January, a subsequent meeting with Lt. Woodward along with Mayor Hawkins, Councilperson Boyer-Davis and Councilperson Middleton in February and another meeting with Sheriff Bowen in May with Mayor Hawkins and Councilperson Middleton. Attached is a marked-up version showing changes from the last draft that the council reviewed. These changes have been agreed to verbally by Sheriff Bowen. Also attached is a clean version with the changes incorporated. The amount listed in the contract is within the amount in the proposed budget for 2024-2025.

## **FINANCIAL IMPACT:**

A cost to the city of \$82,871.00 in the 2024-2025 fiscal year. Subsequent years include a 4% increase each year.

## **RECOMMENDATION:**

Review contract for possible approval at a council meeting.

## **ATTACHED:**

[24-28 Union County Draft with markup](#)  
[Exhibit A with tracked changes](#)  
[Exhibit B with tracked changes](#)  
[24-28 Union County Draft clean copy](#)  
[Exhibit A clean copy](#)  
[Exhibit B clean copy](#)

## INTERGOVERNMENTAL AGREEMENT FOR SHERIFF'S SERVICES

THIS AGREEMENT, made and entered into this 1st day of July, 2024, is between Union County, Oregon, "County," the Union County Sheriff, "Sheriff," and the City of Union, "City."

### RECITALS

1. The City of Union desires to maintain a law enforcement presence to handle all public safety and law enforcement matters which the department has traditionally handled. The Sheriff has offered to provide the City with law enforcement by assigning deputies to patrol the City. These deputies would focus almost exclusively on the health and safety concerns of the citizens of the City of Union. The Agreement below will facilitate the goals of both the City and the Sheriff by governing the service to be provided by the Sheriff to the City and providing for compensation for such services to be paid to the County.

2. The City desires to contract with the Sheriff and the County and the Sheriff and County desires to contract with City to provide law enforcement, health, and safety services to the City under the terms and conditions stated in this agreement.

3. Oregon law allows for Cities to contract with the Sheriff and the governing body of the County for the provision of law enforcement, health and safety services within cities. ORS 190.010 and 206.345.

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

1. Sheriff agrees to provide law enforcement, health and safety protection and services in the following particulars as described below:
  - a. Services shall encompass duties and enforcement functions of the type coming within the jurisdiction of and customarily rendered by the Sheriff under the statutes of Oregon. Such services include, but are not limited to those involved in the field of public safety, criminal law enforcement, traffic enforcement, code enforcement or related fields within the power of the Sheriff to provide.
  - b. If CITY utilizes ~~the services of a~~ for 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.

c. The sheriff will assign deputies to provide the principal service to the City under this Agreement. These deputies will be available to provide at least 120 hours per month of public safety coverage for the City. Public safety coverage means the Sheriff will have the deputy available and on patrol. Available and on patrol will include time spent at trials and hearings, report writing and attending City meetings. The term patrol includes those duties customarily and statutorily performed by certified police officers assigned to marked vehicle uniformed patrol. The term "patrol" includes random and non-directed vehicular or on-foot patrols through the streets, roads, parks, fields, buildings or other places or locations by a deputy sheriff. Deputy training, as well as regularly occurring time off due to vacations and sick leave will be the responsibility of the Sheriff, which will be done in accordance with the Sheriff's departmental policies. The parties of this agreement understand that officer training is essential to maintain both officer certification and high departmental standards. Furthermore, the parties of this agreement understand that officer training benefits not just the City but the county and department as a whole. In addition, deputies have the same contractually guaranteed benefits as do other employees in terms of vacation and sick leave. When an assigned deputy is attending training or is off due to vacation or sick leave, COUNTY will not back fill position with overtime staff and training time, vacation or sick leave WILL NOT count toward contract hours. However, all calls for service will be responded to and any responses WILL count towards contract hours.

Modification of the 120 hours per month minimum requirement may be made only by written agreement between CITY and SHERIFF as deemed necessary or appropriate for certain extraordinary reason including but not limited to special events, and for a period of time not to exceed one month.

d. The deputies assigned to fulfill the terms of this agreement shall be assigned to work within the city limits of the CITY unless needed for transports of City prisoners, out of the area hearings or trials involving city cases, or Sheriff's Office emergency. The deputies will not be assigned to fill in for other deputies with regular assignments with the Sheriff's office unless required by mutual aide or emergency situations such as SWAT or major crimes homicide. In the case of emergencies or in situation where the assigned deputy must leave the City of Union patrol area, the Sheriff's office will provide the same emergency coverage the Sheriff's office provides the City on the date this agreement is signed. In addition, the time spent away from the City by the patrol deputy will not be counted against the total hours contracted for.

e. 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.

f. In addition, a written monthly report of the deputies' activities will be made to City Council for City Council meetings.

g. The SHERIFF will meet with the Mayor and City Administrator on a quarterly basis to discuss any areas of concern and may advise the Sheriff whether the general level of service provided is within the expectations of this Agreement. If the expectations are not being met the Sheriff will endeavor to modify the patrols and services so the expectations are met. 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.

h. The Sheriff will rotate deputies who are assigned to the City. Outgoing and incoming deputies will meet with City Administrator to assist with information sharing and coordination of efforts.-

i. The City ~~Manager-Administrator~~ shall be authorized to request of the SHERIFF aspecial or emergency patrols or response by the Sheriffschedule modification to provide event coverage. A 7 day notice will be provided when at all possible.

2. The rendering of the services described above, standards of performance, the discipline of the officers, and all other matters incident to the performance of such services and control of personnel so employed shall remain in the control of the Sheriff, and otherwise under the control and responsibility of the COUNTY. The Sheriff and the City Administrator will work together to address issues of substandard performance and behavioral concerns of deputies brought to the City.

3. 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.

~~4. 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.)~~

5. 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. and to maintain the level of services hereunder.

6. The Sheriff and deputies are vested with full power and authority within the corporate limits of the City to enforce laws as set forth in Section 1 above, including the full power and authority to arrest for violations of municipal code and ordinances, and all rights of enforcement provided to CITY under federal or state law or county ordinance.

7. All persons employed in the performance of services and functions pursuant to this agreement shall be County employees, and no person employed hereunder shall have any City pension, salary, or any status or rights under the provisions as City employees.

8. 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 or Sheriff personal performing services pursuant to this agreement, or any liability other than that specifically provided in this agreement. Except as otherwise herein specified, the City shall not be liable for compensation or indemnity to any County or Sheriff employee for any injury or sickness arising out of his/her employment.

9. To the extent permitted by Article XI, sections 9 and 10 of the Oregon Constitution, and within the limits of liability established in the Oregon Tort Claims Act, the City shall defend, indemnify and save the County, its officers, agents, and employees harmless from any and all claims, actions, costs or other damages resulting from injury to any person or damage to property caused by the negligence of the City performing under this agreement.

10. To the extent permitted by Article XI, sections 9 and 10 of the Oregon Constitution, and within the limits of liability established in the Oregon Tort Claims Act, the County shall defend, indemnify and save City, its officers, agents, and employees harmless from any and all claims, actions, costs or other damages resulting from injury to any person or damage to property caused by the negligence of the County performing under this agreement.

11. 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.

12. 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

13. This agreement shall be effective the first day of July, 2024 and run to June 30, 2028 unless terminated as provided herein. Subsequent renewals of this contract will run from July 1, through June 30.

The agreement shall be reviewed and renewed on or before March 1, every two years. In any event, either party may terminate this agreement at any time for any failure or refusal on the part of the other to faithfully perform the contract according to its terms.

14. 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.

15. 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.

16. This agreement shall be governed by and construed in accordance with the laws of the State of Oregon. Each party shall perform its obligations in accordance with all applicable federal, state and local laws, rules, regulations and ordinances.

17. Any notice required to be given under this agreement shall be in writing and shall be given by personal delivery, mail or facsimile transmission. Any notice required by law shall be given in the manner specified by the applicable law.

18. No provision of this agreement shall be deemed waived unless such waiver is in writing and signed by the party waiving its rights. Any waiver of a breach, whether express or implied, shall not constitute a waiver of any other different or subsequent breach.

19. a. There shall be a default under this agreement if either party fails to perform any act or obligation required by this agreement within thirty days after the other party gives written notice specifying the breach with reasonable particularity. If the breach specified in the notice cannot be completely cured within the thirty-day period, no default shall occur if the party receiving the notice begins performance of the act or obligation within the thirty-day period and thereafter proceeds with reasonable diligence and in good faith to cure the breach as soon as practicable.

b. Notwithstanding subsection [1419.a](#), either party may declare a default without allowing the other party an opportunity to cure if the other party repeatedly breaches the terms of this agreement.

c. In the event of default, before either party to this agreement may bring an action in any court concerning any obligation under this agreement, such party must first seek in good faith to resolve the issue through mediation or other non-binding alternative dispute resolution.

d. Pending final resolution of a dispute, or pending termination of this agreement under this section, the parties shall proceed diligently with the performance of this agreement.

e. If a default occurs and it is not resolved under subsection [1419.c](#) above, the party injured by the default may elect to terminate this agreement and pursue any equitable or legal right or remedy available under Oregon law.

f. Any litigation arising out this agreement shall be conducted in the Union County Oregon Circuit Court.

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

20. If any provision of this agreement is held by any court to be invalid, such invalidity shall not affect any other provision of this agreement.



21. This agreement constitutes the entire agreement between the parties and supersedes all previous agreements. This agreement may be changed only by written modifications that are signed by both parties.

**UNION COUNTY**

**CITY OF UNION**

\_\_\_\_\_/\_\_\_\_\_  
Union County Commissioner      Date

\_\_\_\_\_/\_\_\_\_\_  
City of Union Mayor                      Date

\_\_\_\_\_/\_\_\_\_\_  
Union County Commissioner      Date

\_\_\_\_\_/\_\_\_\_\_  
City of Union City Administrator, Date

\_\_\_\_\_/\_\_\_\_\_  
Union County Commissioner      Date

\_\_\_\_\_/\_\_\_\_\_  
Union County Sheriff                      Date

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 ~~ordinance~~ violations that result in imminent risk to public safety ~~and security of~~ property;

(i) In coordination with ~~the code municipal ordinance~~ enforcement ~~officer~~, enforce violations of municipal ~~ordinance~~ sections relating to noise violations; ~~and~~ ATV operation on City streets; ~~offensive littering; derelict vehicles or vehicles parked in a manner that is blocking traffic creating a hazard;~~ and

(j) Posting or delivery of notices of code and/or nuisance violations that may result in imminent risk to public safety ~~and security of~~ property, or those which originated as a result of Sheriff's office investigations.

EXHIBIT B

COSTS OF SERVICES:

YEAR 1: \$~~83,570~~82,871.00 for services including salary and benefits for a .785 FTE deputy

YEAR 2: \$~~87,749~~86,186.00 for services including salary and benefits for a .785 FTE deputy

YEAR 3: \$~~92,137~~89,633.00 for services including salary and benefits for a .785 FTE deputy

YEAR 4: \$~~96,744~~93,219.00 for services including salary and benefits for a .785 FTE deputy

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THIS AGREEMENT, made and entered into this 1st day of July, 2024, is between Union County, Oregon, "County," the Union County Sheriff, "Sheriff," and the City of Union, "City."

### RECITALS

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

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  - b. If CITY utilizes services for municipal ordinance enforcement, the CITY and SHERIFF will coordinate the activities of the assigned deputies and personnel providing service under this Agreement

with ordinance enforcement when law enforcement support is deemed necessary.

c. The sheriff will assign deputies to provide the principal service to the City under this Agreement. These deputies will be available to provide at least 120 hours per month of public safety coverage for the City. Public safety coverage means the Sheriff will have the deputy available and on patrol. Available and on patrol will include time spent at trials and hearings, report writing and attending City meetings. The term patrol includes those duties customarily and statutorily performed by certified police officers assigned to marked vehicle uniformed patrol. The term "patrol" includes random and non-directed vehicular or on-foot patrols through the streets, roads, parks, fields, buildings or other places or locations by a deputy sheriff. Deputy training, as well as regularly occurring time off due to vacations and sick leave will be the responsibility of the Sheriff, which will be done in accordance with the Sheriff's departmental policies. The parties of this agreement understand that officer training is essential to maintain both officer certification and high departmental standards. Furthermore, the parties of this agreement understand that officer training benefits not just the City but the county and department as a whole. In addition, deputies have the same contractually guaranteed benefits as do other employees in terms of vacation and sick leave. When an assigned deputy is attending training or is off due to vacation or sick leave, COUNTY will not back fill position with overtime staff and training time, vacation or sick leave WILL NOT count toward contract hours. However, all calls for service will be responded to and any responses WILL count towards contract hours.

Modification of the 120 hours per month minimum requirement may be made only by written agreement between CITY and SHERIFF as deemed necessary or appropriate for certain extraordinary reason including but not limited to special events, and for a period of time not to exceed one month.

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e. 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.

f. In addition, a written monthly report of the deputies' activities will be made to City Council for City Council meetings.

g. The SHERIFF will meet with the Mayor and City Administrator on a quarterly basis to discuss any areas of concern and may advise the Sheriff whether the general level of service provided is within the expectations of this Agreement. If the expectations are not being met the Sheriff will endeavor to modify the patrols and services so the expectations are met. 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.

h. The Sheriff will rotate deputies who are assigned to the City. Outgoing and incoming deputies will meet with City Administrator to assist with information sharing and coordination of efforts.

i. The City Administrator shall be authorized to request of the SHERIFF aschedule modification to provide event coverage. A 7 day notice will be provided when at all possible.

2. The rendering of the services described above, standards of performance, the discipline of the officers, and all other matters incident to the performance of such services and control of personnel so employed shall remain in the control of the Sheriff, and otherwise under the control and responsibility of the COUNTY. The Sheriff and the City Administrator will work together to address issues of substandard performance and behavioral concerns of deputies brought to the City.

3. 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.

5. 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. and to maintain the level of services hereunder.

6. The Sheriff and deputies are vested with full power and authority within the corporate limits of the City to enforce laws as set forth in Section 1 above, including the full power and authority to arrest for violations of municipal code and ordinances, and all rights of enforcement provided to CITY under federal or state law or county ordinance.

7. All persons employed in the performance of services and functions pursuant to this agreement shall be County employees, and no person employed hereunder shall have any City pension, salary, or any status or rights under the provisions as City employees.

8. 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 or Sheriff personal performing services pursuant to this agreement, or any liability other than that specifically provided in this agreement. Except as otherwise herein specified, the City shall not be liable for compensation or indemnity to any County or Sheriff employee for any injury or sickness arising out of his/her employment.

9. To the extent permitted by Article XI, sections 9 and 10 of the Oregon Constitution, and within the limits of liability established in the Oregon Tort Claims Act, the City shall defend, indemnify and save the County, its officers, agents, and employees harmless from any and all claims, actions, costs or other damages resulting from injury to any person or damage to property caused by the negligence of the City performing under this agreement.

10. To the extent permitted by Article XI, sections 9 and 10 of the Oregon Constitution, and within the limits of liability established in the Oregon Tort Claims Act, the County shall defend, indemnify and save City, its officers, agents, and employees harmless from any and all claims, actions, costs or other damages resulting from injury to any person or damage to property caused by the negligence of the County performing under this agreement.

11. 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.

12. 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

13. This agreement shall be effective the first day of July, 2024 and run to June 30, 2028 unless terminated as provided herein. Subsequent renewals of this contract will run from July 1, through June 30.

The agreement shall be reviewed and renewed on or before March 1, every two years. In any event, either party may terminate this agreement at any time for any failure or refusal on the part of the other to faithfully perform the contract according to its terms.

14. 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.

15. 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.

16. This agreement shall be governed by and construed in accordance with the laws of the State of Oregon. Each party shall perform its obligations in accordance with all applicable federal, state and local laws, rules, regulations and ordinances.

17. Any notice required to be given under this agreement shall be in writing and shall be given by personal delivery, mail or facsimile transmission. Any notice required by law shall be given in the manner specified by the applicable law.

18. No provision of this agreement shall be deemed waived unless such waiver is in writing and signed by the party waiving its rights. Any waiver of a breach, whether express or implied, shall not constitute a waiver of any other different or subsequent breach.



19. a. There shall be a default under this agreement if either party fails to perform any act or obligation required by this agreement within thirty days after the other party gives written notice specifying the breach with reasonable particularity. If the breach specified in the notice cannot be completely cured within the thirty-day period, no default shall occur if the party receiving the notice begins performance of the act or obligation within the thirty-day period and thereafter proceeds with reasonable diligence and in good faith to cure the breach as soon as practicable.

b. Notwithstanding subsection 19.a, either party may declare a default without allowing the other party an opportunity to cure if the other party repeatedly breaches the terms of this agreement.

c. In the event of default, before either party to this agreement may bring an action in any court concerning any obligation under this agreement, such party must first seek in good faith to resolve the issue through mediation or other non-binding alternative dispute resolution.

d. Pending final resolution of a dispute, or pending termination of this agreement under this section, the parties shall proceed diligently with the performance of this agreement.

e. If a default occurs and it is not resolved under subsection 19.c above, the party injured by the default may elect to terminate this agreement and pursue any equitable or legal right or remedy available under Oregon law.

f. Any litigation arising out this agreement shall be conducted in the Union County Oregon Circuit Court.

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

20. If any provision of this agreement is held by any court to be invalid, such invalidity shall not affect any other provision of this agreement.

21. This agreement constitutes the entire agreement between the parties and supersedes all previous agreements. This agreement may be changed only by written modifications that are signed by both parties.

**UNION COUNTY**

**CITY OF UNION**

\_\_\_\_\_/\_\_\_\_\_  
Union County Commissioner      Date

\_\_\_\_\_/\_\_\_\_\_  
City of Union Mayor                      Date

\_\_\_\_\_/\_\_\_\_\_  
Union County Commissioner      Date

\_\_\_\_\_/\_\_\_\_\_  
City of Union City Administrator, Date

\_\_\_\_\_/\_\_\_\_\_  
Union County Commissioner      Date

\_\_\_\_\_/\_\_\_\_\_  
Union County Sheriff                      Date

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 ordinance violations that result in imminent risk to public safety or security of property;

(i) In coordination with municipal ordinance enforcement, enforce violations of municipal ordinances relating to noise violations; ATV operation on City streets; offensive littering; derelict vehicles or vehicles parked in a manner that is blocking traffic creating a hazard; and

(j) Posting or delivery of notices of code and/or nuisance violations that may result in imminent risk to public safety or security of property, or those which originated as a result of Sheriff's office investigations.

EXHIBIT B

COSTS OF SERVICES:

YEAR 1: \$82,871.00 for services including salary and benefits for a .75 FTE deputy

YEAR 2: \$86,186.00 for services including salary and benefits for a .75 FTE deputy

YEAR 3: \$89,633.00 for services including salary and benefits for a .75 FTE deputy

YEAR 4: \$93,219.00 for services including salary and benefits for a .75 FTE deputy



# Memorandum

**Subject:** Fire EMS Rate  
**Meeting:** Council Work Session - May 13 2024  
**Prepared For:** Mayor and Members of Council  
**Staff Contact:** Celeste Tate, Administrator

---

## **BACKGROUND INFORMATION:**

As the May 21st election approaches, discussions continue in the community in regards to the proposed annexation and what that will mean for folks in the City of Union.

As discussed in the public hearings in January and February, if the annexation ballot measure passes, the Fire and EMS Department User fee **will no longer be charged by the City of Union once the annexation goes through**. If the annexation fails, the Fire and EMS Department User Fee will increase to \$16.00 per Resolution 2024-05 which is attached. Per Ordinance 515 put in place on August 14th, 2008, the User Fee was established for Fire and Emergency Services Departments. This Ordinance also established the method of collection, and what the funds are to be used for which is to "train, supply, equip, maintain and operate the departments."

The proposed budget for Fire and EMS for the 2024-25 year is \$227,612.00 for Fire and \$285,714.00 for EMS and includes turning over fund balance amounts in both of those funds to the URFPD if the annexation passes. The total operating costs for those departments are well below those amounts, at \$90,290 for the operating costs for the Fire department and \$109,923 for the operating costs for the EMS department. If the annexation passes, the operating expenses to provide Fire and EMS services will be reduced by approximately \$49,000 due to the current duplication of staff, insurance and other costs that are currently occurring.

The potential new rate of \$16.00 per month is a higher rate than the current rate which has not been changed since 2013. This rate was determined after multiple meetings over several months in which public attended along with folks from the fire department and the city council. This rate will be needed if the annexation is not approved in order to fund the city department at the needed level in order to replace supplies and equipment when needed.

In addition, the current system of two fire departments separately managed by two different groups of folks is in part what led to a drop in the ISO rating at the last review. This ISO rating affects homeowners insurance rates. Having one department will eliminate a large majority of the issues surrounding this ISO rate decrease.

The tax base for the Union Rural Fire Protection District tax base is based upon their service area which includes area within the City of Union and also outside city limits. The estimated levy amounts that were listed on the ballot title were based upon the tax base of the URFPD just within the City of Union. The permanent tax rate for URFPD is \$1.2292/\$1,000 and per Measure 50 passed in 1997 will not increase.

**RECOMMENDATION:**

Continue to share information regarding the current and future funding of the Fire and EMS departments and increase transparency surrounding services, revenue and expenditures.

**ATTACHED:**

[Resolution 2024-05 Fire EMS Fee](#)  
[ORD 515 imposing user fee FIRE EMS](#)

## CITY OF UNION RESOLUTIONS

### RESOLUTION NO. 2024-05

#### A RESOLUTION SETTING USER FEE FOR CITY OF UNION FIRE & EMS DEPARTMENT

**WHEREAS**, the City Council for the City of Union has established that the City of Union **Fire and EMS** departments benefit all citizens of the City and that all citizens of the City should share in the costs of training, supplying, equipping, and maintaining of the departments; and

**WHEREAS**, administration for the City of Union has reviewed **Fire and EMS** revenues and expenditures over the past year; and

**WHEREAS**, administration has found the **Fire and EMS User Fee** has remained at the same rate since 2013 and has not kept up with the current rate of inflation on supplies and needed equipment replacements; and

**WHEREAS**, The City Council has passed an ordinance describing the need and basis for establishing a **User Fee to cover certain costs and expenses of the departments** with said Ordinance directing that the fee be set by Resolution; NOW, THEREFORE

**BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF UNION:**

**Section 1:** The **Fire and EMS Department User Fee is hereby set at \$16.00** per month starting July 1<sup>st</sup>, 2024 for each residential and business unit as billed for water and sewer within the city limits.

**Section 2:** This fee shall be reviewed annually by City Council during a regular meeting for assessment during the following fiscal year.

**Section 3:** This Resolution shall be effective upon its passage by the Council and approval by the Mayor.

ADOPTED BY \_\_\_\_ members of the Common council voting therefore, and approved by the Mayor of the City of Union, this 8th day of April, 2024.

Approved:

Attest:

\_\_\_\_\_

\_\_\_\_\_

MAYOR

City Administrator

CITY OF UNION ORDINANCES  
ORDINANCE NO. 515

AN ORDINANCE ESTABLISHING AND IMPOSING A USER FEE FOR  
CITY OF UNION FIRE AND EMERGENCY SERVICES  
DEPARTMENTS; DEDICATING FEES TO THE EMERGENCY  
SERVICES FUND; AND SPECIFYING THE MANNER OF SETTING OF  
THE FEE AND METHOD OF ENFORCEMENT

THE CITY OF UNION DOES ORDAIN AS FOLLOWS:

**Section 1. PURPOSE AND POLICY:** The City Council has determined that maintaining of City fire and EMS departments are of benefit to all citizens of the City, and finds that all citizens of the City should share in the costs of training, supplying, equipping, and maintaining of the departments. The City Council has held public hearings on this matter, and has determined that said citizens receive many benefits from the provision of Fire and EMS services within the City, including but not limited to insurance ratings that decrease property and casualty insurance rates, quicker response to emergencies, and improved quality of living. Although specific users of the services may be directly billed for specific use of the services, the City Council has determined that all citizens receive direct and consequential benefits from the services, and therefore should share in the expense of maintaining the services. This fee will be separate and distinct from any bills or fees submitted to users of the services. As a matter of policy, it is the intent of the Council that the fee will be set by resolution to reflect and collect funds for expenses to: train, supply, equip, maintain, and operate the departments.

**Section 2. IMPOSITION; MANNER OF SETTING FIRE AND AMBULANCE DEPARTMENT USER FEE:** There is hereby created a Fire and EMS Department User Fee to be charged within the City. The Fire and EMS Department User Fee for the City shall be as set forth in a Resolution duly adopted by the City Council, and charged to each residential and business unit as billed for water and sewer within the City limits. This fee shall be based upon the calculated need of the departments to operate in the next fiscal year. The Resolution setting this fee shall be reviewed by February 1 of each year for establishing and collection of the fee for the following fiscal year.

**Section 3. COLLECTION:** The Fire and EMS Department User Fee shall be billed and collected with and as part of the monthly water and/or sewer bill. In the event that funds received from the City utility billings are inadequate to satisfy in full all of the water, sewer and Fire and EMS Department User Fee, credit shall be first given to the Fire and EMS Department User Fee, second to the sewer charge, and third to the charges for water service. In the event that any Fire and EMS Department User Fee shall not be paid as provided herein, the City may proceed with all means available to the City for collection of delinquent utility bills, including but not limited to any court costs, attorney's fees, and other expenses associated with said collection efforts.



**Section 4. DEDICATION OF FUNDS:** The funds collected by the Fire and EMS Department User Fee shall be budgeted and allocated within the City's Emergency Services Department and shall be used for equipment, training, supplies and maintenance of the Fire and EMS departments.

**Section 5. SEVERABILITY:** The provisions of this ordinance are hereby declared to be severable. If any section, sentence, clause or phrase of this Ordinance is adjudged by a court of competent jurisdiction to be invalid, such decisions shall not affect the validity of the remaining portions of the Ordinance.

**Section 6. EFFECTIVE DATE:** This Ordinance shall become effective 30 days after its adoption by Council.

**PASSED AND ADOPTED** this 14th day of August, 2008, by the following vote: AYES: 6 NAYS: 0 ABSTENTIONS: 0

**APPROVED** by the Mayor this 14th day of August, 2008.

[Signature]  
Mayor

ATTEST: [Signature]  
City Recorder