



**INTERGOVERNMENTAL AGREEMENT
FOR LAW ENFORCEMENT SERVICES
CITY OF LA PINE
DESCHUTES COUNTY DOCUMENT NO. 2023-343**

This Agreement is made and entered into by and between Deschutes County, Oregon, a political subdivision of the State of Oregon, by and through its Sheriff's Office, hereinafter referred to as "Sheriff," and the City of La Pine, a municipal corporation of the State of Oregon, hereinafter referred to as "City."

City desires to contract with Sheriff for law enforcement services within its boundaries by Sheriff; and

Sheriff agrees to provide services as set forth in this agreement; and

Sheriff is committed to providing city residents with public safety services that are equal to those services provided throughout Deschutes County; and

Sheriff and City are committed to community policing principles and will partner to reduce the fear and incidence of crime, recognize and solve problems, and fulfill the public safety needs of the citizens of the City; and

ORS 190.010 authorizes Sheriff and City to enter into this intergovernmental agreement; now, therefore,

It is agreed as follows:

1. Duration

- 1.1. **Effective Date.** This agreement is effective July 1, 2022 and terminates at 11:59 p.m. on June 30, 2025, unless terminated sooner under Section 1.2 of this agreement.
- 1.2. **Termination.** This agreement may be terminated by either party upon 180 days written notice to the other party. Termination under this Paragraph shall not affect any obligations or liabilities accrued prior to such termination.
- 1.3. **Extension.** This agreement may be extended for a period of one to three years by the mutual agreement of both parties, and the completion of an addendum specifying an updated compensation schedule and any changes to the provisions contained in this agreement.

2. Statement of Work

2.1. Sheriff agrees to:

- 2.1.1. Provide law enforcement services within the corporate limits of City. Sheriff shall perform duties and functions of the type customarily rendered by Sheriff, including, but not limited to, response to calls for service, patrol in the city, traffic enforcement, criminal investigation and apprehension of criminal suspects, pursuant to the statutes of the State of Oregon and the enforcement of the ordinances of the City pertaining to health and safety violations. Enforcement of City health and safety violations shall be mutually determined by the Sheriff and the City Manager or their designees. The Sheriff will provide

to the City a breakdown of activities and statistics on a quarterly basis in a mutually agreeable format.

- 2.1.2. Be responsible for the standards of performance, the discipline of deputies, and matters in the performance of such services.
- 2.1.3. Provide a minimum of 60 hours of weekly patrol coverage within City, which includes employee hours allocated to training and authorized leave. The 60 hours of weekly patrol coverage shall include enforcement of school speed zones, neighborhood and City park patrols, and night business security checks. Assigned Sheriff personnel vacancies or absences in excess of 60 days will result in a proration of costs charged to the City.
- 2.1.4. During the term of this agreement, Sheriff will assign one lieutenant (the "Lieutenant") to serve as Sheriff's primary contact for purposes of communication and coordination with City concerning the Services. Lieutenant will directly supervise assigned Sheriff's deputies. Lieutenant will work traditional business hours on a normal basis, but remain accessible and responsive to City; provided, however, the overtime rate will apply if Lieutenant is required to respond to a City request for assistance outside Lieutenant's regularly scheduled hours. If the city manager reasonably determines necessary, and approved by the Sheriff (or designee), Lieutenant will (a) attend and participate in City management (department head) meetings, and (b) attend and participate in official City functions, celebrations, commissions, community meetings, and other functions. While Lieutenant will primarily focus their daily efforts within the geographical boundaries of the City, the Lieutenant will be available for and respond to Sheriff Office needs throughout Deschutes County as necessary.
- 2.1.5. In addition to the Lieutenant, Sheriff will provide one deputy to provide Services to City. While this deputy will primarily focus their daily efforts within the geographical boundaries of the City, the deputy will be available and respond to Sheriff Office needs throughout Deschutes County as necessary.
- 2.1.6. If City determines that additional deputies are necessary for limited duration special events (e.g. Frontier Days) and/or unusual circumstances, City will exercise reasonable efforts to provide Sheriff advance notice of such need 60 days prior to the event. City will pay Sheriff in accordance with the terms and conditions of this Agreement, which may include overtime compensation as necessary.
- 2.1.7. Furnish and supply all necessary labor, supervision, equipment, radio communication facilities and supplies to maintain the agreed level of service. City agrees to pay a portion of the monthly maintenance cost for radios and MDTs, which is included in the contract costs listed below in paragraph 3.2.

2.2. City agrees to:

- 2.2.1. Grant full municipal police authority to Sheriff and Deschutes County.

3. Compensation

- 3.1. City agrees to pay Sheriff the amounts set forth in 3.2. Such payments shall be paid quarterly, no later than the 15th of January, April, July and October.
- 3.2. In the contract year beginning July 1, 2022, the City agrees to pay \$217,308; beginning July 1, 2023, the City agrees to pay \$228,173; and beginning July 1, 2024, the City agrees to pay \$239,582. (Years two and three of this contract each include a planned 5% cost increase. See Attachment for additional detail).
- 3.3. A standard deputy overtime in the amount of 10 hours per month has been included in the yearly amounts as detailed in paragraph 3.2 above. Overtime needs that exceed the planned 10 hours per month will be billed to the City, to be paid in the next quarterly payment.

4. Partnership

- 4.1. Sheriff is not, by virtue of this agreement, a partner or joint venturer with City in connection with activities carried out under this agreement, and shall have no obligation with respect to City's debts or any other liabilities.

5. Constraints

- 5.1. This agreement is subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated. Any provisions herein which would conflict with law are inoperative.

6. Liability

- 6.1. To the fullest extent permitted by law, each party (the "Indemnifying Party") will defend, indemnify, and hold the other party (the "Indemnified Party") and the Indemnified Party's officers, employees, agents, and representatives harmless for, from, and against all claims, demands, actions, suits, damages, liabilities, costs, and expenses, including, but not limited to, attorney fees and costs, arising out of or related to the following: (a) the Indemnifying party's (and/or its officers, deputies, employees, agents, and/or representatives) performance of its obligations under this Agreement (including, but not limited to, performance of the Services in the case of the Sheriff); and/or (b) the Indemnifying Party's breach and/or failure to perform such Indemnifying Party's representations, warranties, obligations, and/or covenants under this Agreement; and (c) the Indemnifying Party's negligent or otherwise wrongful conduct. The Indemnified Party will have the right to retain counsel of its choosing and will control the defense and settlement of the claim; provided, however, the Indemnifying Party will not have the right to make any settlement or take any other action which may be deemed to confess wrongdoing by the Indemnified Party, could reasonably be expected to have a negative effect on the Indemnified Party, and/or provide for injunctive or other non-monetary relief adverse to the continuing interest of the Indemnified Party without the Indemnified Party's prior written consent.

7. Non-Discrimination

- 7.1. Both parties agree:

That no person shall, on the grounds of race, color, national origin, gender, religion, marital status, family relationship, sexual orientation, or age, suffer discrimination in the performance of this agreement. Each party agrees to comply with Title VI of the Civil Rights Act of 1964, with Section V of the Rehabilitation Act of 1973, and with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Additionally, each party shall comply with the American with Disabilities Act of 1990, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws.

8. Arbitration Required and Attorneys' Fees

8.1. Any dispute or claim that arises out of or that relates to this agreement, or to the interpretation, breach, or default thereof, or to the existence, scope or validity of this agreement or the arbitration agreement, shall be resolved by arbitration by filing a claim with Arbitration Service of Portland, Inc. Judgment upon the award rendered pursuant to such arbitration may be entered in Deschutes County Circuit Court. In the event suit or action is brought, or an arbitration proceeding is initiated, to enforce or interpret any of the provisions of this agreement, or that arise out of or relate to this agreement, the prevailing party shall be entitled to reasonable attorney's fees. The determination of the prevailing party and the amount of the reasonable attorney's fees to be paid to the prevailing party shall be decided by the arbitrator.

9. Assignment

9.1. This agreement is binding on each party, its successors, assigns, and legal representatives, and may not, under any circumstance, be assigned or transferred by either party.

10. No Waiver of Claims

10.1. The failure to enforce any provision of this agreement shall not constitute a waiver by either party to that or any other provision of this agreement.

11. Entire Agreement

11.1. This agreement constitutes the entire agreement between the parties. Any modifications to this agreement must be in writing and signed by both parties.

DESCHUTES COUNTY SHERIFF'S OFFICE:


L. Shane Nelson, Sheriff

Dated this 3 day of April 2023


William Bailey, Captain

Dated this 4th day of April 2023

DESCHUTES COUNTY BOARD OF COMMISSIONERS:

Anthony DeBone, Chair

ATTEST:

Recording Secretary

Patti Adair, Vice Chair

Phil Chang, Commissioner

Dated this ____ day of _____ 2023

FOR THE CITY OF LA PINE:

Daniel Richer, Mayor

Dated this ____ day of _____ 2023

ATTEST:


Geoff Wullschlager, City Manager

Dated this ____ day of _____ 2023

**Attachment to La Pine Contract
Compensation Table**

<u>Deputy</u>	<u>Base</u>	<u>Comp</u>	<u>Lieutenant</u>	<u>Base</u>	<u>Comp</u>
Monthly	8,291	12,994	Monthly	12,812	19,636
Annually (FY23)	99,492	155,928	Annually (FY23)	153,742	235,632
				50%	117,816
FY 23 Lt	117,816	Half of Total Comp			
FY 23 Deputy	99,492	All of Base Comp			
	<u>217,308</u>				
FY24	104,467	166,843	FY24	161,429	247,414
				50%	123,707
July 1, 2022	217,308				
July 1, 2023	228,173	5.0%			
July 1, 2024	239,582	5.0%			
<u>Total</u>	<u>685,063</u>				
FY 23 Monthly:	18,109				

CERTIFICATE OF COVERAGE

Insured Deschutes County 1300 NW Wall Street Bend, OR 97701	This certificate is issued as a matter of information only and confers no rights upon the certificate holder other than those provided in the coverage document. This certificate does not amend, extend or alter the coverage afforded by the coverage documents listed herein.	 Oregon Public Entity Excess Pool
--	--	--


	Companies Affording Coverage COMPANY A – GEM COMPANY B - Obsidian
--	--

General and Auto Liability

This is to certify that coverage documents listed herein have been issued to the Named Member herein for the Coverage period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which the certificate may be issued or may pertain, the coverage afforded by the coverage documents listed herein is subject to all the terms, conditions and exclusions of such coverage documents.

Type of Coverage	Company Letter	Certificate	Effective Date	Termination Date	Coverage	Limit
General Liability <input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Public Officials Liability <input checked="" type="checkbox"/> Employment Practices Occurrence	A	Deschutes County	7/1/2022	6/30/2023	Each Occurrence:	\$9,000,000
Auto Liability <input checked="" type="checkbox"/> Scheduled Autos <input checked="" type="checkbox"/> Hired Autos <input checked="" type="checkbox"/> Non-Owned Autos	A	Deschutes County	7/1/2022	6/30/2023	Each Occurrence:	\$9,000,000
Cyber Liability	B	Deschutes County	7/1/2022	6/30/2023	Each Occurrence/Annual Aggregate	\$1,000,000

Description:

Certificate Holder:	<p>CANCELLATION: Should any of the coverage documents herein be cancelled before the expiration date thereof, the County will provide 30 days written notice to the certificate holder named herein, but failure to mail such notice shall impose no obligation or liability of any kind upon the County, its agents or representatives, or the issuer of this certificate.</p> <div style="text-align: center;">  </div> <p>By: _____ Date: _____</p>
---------------------	---

DESCHUTES COUNTY SHERIFF'S OFFICE
DOCUMENT SUMMARY

Date: March 24, 2023

Deschutes County Sheriff's Office

Contractor/Supplier/Consultant Name: City of La Pine
Contractor Contact: Geoff Wullschlager, City Manager
gwullschlager@lapineoregon.gov
Contractor Phone #: 541-536-1432

Type of Document: Services Contract

Goods and/or Services: DCSO to provide agreed upon Law enforcement services to the City of La Pine including 60 hours of weekly patrol coverage within the City with a designated Lieutenant as the primary contact and one assigned Deputy.

Agreement Starting Date: July 1, 2022 **Ending Date:** June 30, 2025

Annual Value or Total Payment:

DCSO to receive payment for agreed upon services (see Compensation 3.2)

Insurance Certificate Received (check box)
Insurance Expiration Date:

Check all that apply: N/A

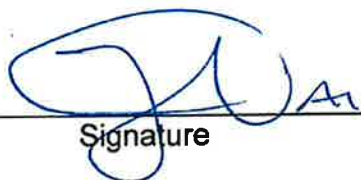
- RFP, Solicitation or Bid Process
- Informal quotes (<\$150K)
- Exempt from RFP, Solicitation or Bid Process (specify – see DCC §2.37)

Funding Source: (Included in current budget?) Yes No

If **No**, has budget amendment been submitted? Yes No

Sheriff's Office Contact and Title: Lt. Joe DeLuca **Phone #:** 541-312-6020

Sheriff's Approval:


Signature

040323

Date

Distribution of Document: Please notify Crystal Morton, ext. 4857 when document is ready to pick up.

Official Review:

Signature Required (check one): BOCC Sheriff (if <\$25K)

County Administrator (if >\$25K but <\$150K; if >\$150K, BOCC Order No. _____)

Legal Review CADycorn

Date: 3/28/23

Document Number: **2023-343**