

Contract Review Sheet

Intergovernmental Agreement

SO-6301-24

Title: Multi-Agency - Automatic License Plate Reader Camera System

Contractor's Name: City of Salem

Department: Sheriff's Office

Contact: Kristy Witherell

Analyst: Sandra Fixsen

Phone #: (503) 373-4402

Term - Date From: Upon Signature

Expires: March 31, 2027

Original Contract Amount: \$ 10,000.00

Previous Amendments Amount: \$ -

Current Amendment: \$ -

New Contract Total: \$ 10,000.00

Amd% 0%

Outgoing Funds Federal Funds Reinstatement Retroactive Amendment greater than 25%

Source Selection Method: ORS190 Intergovernmental Agreement

Description of Services or Grant Award

Marion County Sheriff's Office will be working collaboratively with the City of Salem Police Department and the City of Keizer Police Department on the Inter-Agency Automated License Plate Reader Camera System Program. The City of Salem will host the server with City of Keizer and Marion County paying a shared percentage server cost to the City of Salem. The not-to-exceed amount for Marion County is \$10,000.00.

All parties will have shared access to the server and cameras around all three jurisdictions. All parties are financially responsible for their own cameras and associated wired communications equipment and sites within their jurisdictions. The agreement is for two years, with options to renew for another two years.

Desired BOC Session Date: 4/2/2025

Contract should be in DocuSign by: 3/12/2025

Agenda Planning Date: 3/20/2025

Printed packets due in Finance: 3/18/2025

Management Update: 3/18/2025

BOC upload / Board Session email: 3/19/2025

BOC Session Presenter(s) Commander Bernards, Sgt. Derschon

Code: Y

REQUIRED APPROVALS

Finance - Contracts _____ Date _____

Contract Specialist _____ Date _____

Legal Counsel _____ Date _____

Chief Administrative Officer _____ Date _____



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: April 2, 2025

Department: Sheriff's Office

Title: IGA with Cities of Salem and Keizer PD to Establish ALPR Program

Management Update/Work Session Date: Tuesday, March 11, 2025 Audio/Visual aids []

Time Required: 5 minutes Contact: Kristy Witherell Phone: x4402

Requested Action: Consider approval of an Intergovernmental Agreement with the Cities of Salem and Keizer Police Department to establish the Inter-Agency Automated License Plate Reader (ALPR) Camera System Program.

Issue, Description & Background: Marion County Sheriff's Office (MCSO), Salem Police Department, and Keizer Police Department are establishing an Inter-Agency Automated License Plate Reader (ALPR) Camera System Program, which will allow the ability for each agency to view information on each others ALPR cameras. Salem Police Department will maintain the server associated with the ALPR camera system. All parties will be financially responsible for the maintenance of the server. All parties will install their own ALPR cameras within their own jurisdiction and they will be financially responsible for their own cameras and associated materials and services necessary for the operation of the cameras.

Financial Impacts: The not-to-exceed amount for this IGA is \$10,000.00, which will cover any maintenance costs associated with the server that the City of Salem maintains.

Impacts to Department & External Agencies: N/A

List of attachments: BS Agenda Review Form, CRS, IGA

Presenter: Commander Bernards, Sgt. Derschon

Department Head Signature: Jay Bergman

INTERGOVERNMENTAL AGREEMENT

Between

MARION COUNTY SHERIFF'S OFFICE, CITY OF SALEM POLICE DEPARTMENT,

and

CITY OF KEIZER POLICE DEPARTMENT

SO-6301-24

1. PARTIES TO AGREEMENT

This Agreement between City of Salem Police Department, hereafter called SMP, City of Keizer Police Department, hereafter called KZP, and Marion County Sheriff's Office, hereafter called MCSO, is made pursuant to ORS 190.010 (Intergovernmental Cooperation).

2. PURPOSE/STATEMENT OF WORK

The purpose of this Agreement is to establish the terms and conditions under which all parties work collaboratively on the Inter-Agency Automated License Plate Reader (ALPR) Camera System Program. These services are further described in Section 6.

3. DEFINITIONS

- 3.1 Installation – means the initial affixation of the camera system to the designated site pole.
- 3.2 Site – means one of the physical locations that is occupied by or will be occupied by SMP, KZP and/or MCSO Cameras and Wired Communications Equipment used by all parties.
- 3.3 Cameras and Associated Wired Communications Equipment – means a camera and associated hardware and wires to physically connect to city-owned traffic fiber optic network managed by City of Salem Information Technology Department. It also includes any software and licensing necessary for the operation of the camera.
- 3.4 Maintenance – means changes, modifications, or repairs done to the physical Cameras and Associated Wired Communications Equipment, Site, or the network.

4. FUNDING AND BILLING

- 4.1 If a new purchase of an ALPR Server is necessary, all Parties shall share in the cost. Each Party's share in the cost of the new ALPR Server shall be equal to the percentage of the overall number of cameras connected to the network that Party owns, except that MCSO's payment shall not exceed \$10,000.00. By way of example only, if at the time the purchase of an ALPR Server is necessary there are a total of 100 cameras between the Parties, with MCSO owning 10 cameras, KZP owning 16 cameras, and SMP owning 74 cameras, MCSO would pay 10% of the server cost, KZP would pay 16% of the server cost, and SMP would pay 74% of the server cost.

4.2 If a new server is required to be purchased, SMP shall invoice all Parties. Payment of the contribution shall be remitted to SMP within 30 days following receipt of a written invoice from SMP.

4.2.1 Request for MCSO payment shall be submitted to the attention of: Marion County Sheriff's Office at the following address: PO BOX 14500 Salem, OR 97309.

4.2.2 Requests for KZP payment shall be submitted to the attention of: Keizer Police Department at the following address: 930 Chemawa Rd NE, Keizer, OR 97303.

5. TERM AND TERMINATION

5.1 This Agreement shall be effective upon the signature of all parties through March 31, 2027, unless sooner terminated or extended as provided herein.

5.2 This Agreement may be extended for an additional period of two years by written agreement of the parties.

5.3 Any modifications in the terms of this Agreement shall be in writing and agreed upon by all parties.

5.4 This agreement may be terminated by mutual consent of all parties at any time or by either party upon 90 days' notice in writing and delivered by mail or in person.

5.5 All parties may terminate this agreement effectively upon delivery of written notice or at such later date as may be established under any of the following conditions:

5.5.1 If funding from federal, state, or other sources is not obtained or continued at levels sufficient to allow for the purchase of the indicated quantity of services. This agreement may be modified to accommodate a reduction in funds.

5.5.2 If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this agreement or are no longer eligible for the funding proposed for payments authorized by this agreement.

5.5.3 If any license, certificate, or insurance required by law or regulation to be held by Agency to provide the services required by this agreement is for any reason denied, revoked, or not renewed.

5.5.4 If all parties fail to provide services called for by this agreement within the time specified herein or any extension thereof.

5.6 Any termination of this agreement shall be without prejudice to any obligations or liabilities of the parties already accrued prior to such termination.

- 5.7 If only one Party gives notice of its intent to terminate this Agreement as provided herein, the other Parties may mutually agree to remain bound by this Agreement and shall do so in writing.

6. OBLIGATIONS UNDER THE TERMS OF THIS AGREEMENT

- 6.1 All Parties are financially responsible for their own Cameras and Associated Wired Communications Equipment and Sites within their jurisdictions, including any software and licensing necessary for the operation of the cameras. Each party will maintain their own contract with the vendor to pay for the camera system software access for the cameras in their jurisdiction.
- 6.2 KZP and MCSO must purchase Cameras and Associated Wired Communications Equipment which meets the specifications set out by SMP to ensure consistent installation in compliance with City of Salem Public Works.
- 6.3 SMP will be in possession of a physical computer server, which connects the cameras together and manages data. All Parties shall have access to the server data via the REKOR online software cloud interface.
- 6.4 All parties agree to share collected ALPR data collected by all camera systems within the three jurisdictions.
- 6.5 All parties agree, to the best of each agency's ability, to financially support the purchase and activation of cameras within their jurisdiction to enhance the overall network.
- 6.6 Each party agrees it is responsible for maintaining, controlling, and managing their own public records and public records requests related to the Cameras and Associated Communications Equipment installed on their Sites. KZP and MCSO each warrant and represents that SMP and the City of Salem are not KZP's and MCSO's agent for the purpose of maintaining, controlling, and managing KZP's and MCSO's public records. Nothing in this Agreement shall be interpreted as limiting SMP's and the City of Salem's authority to comply with the provisions of Oregon's Public Records laws contained in ORS Chapter 192 or any applicable federal laws regarding the disclosure of records.
- 6.7 SMP will install Cameras and Associated Wired Communications Equipment on various traffic signal poles (and the associated traffic signal control boxes) and only those poles (and associated traffic signal control boxes) owned or managed by the City of Salem Public Works Traffic Signal Network. SMP agrees to perform installation of the Cameras and Associated Wired Communications Equipment systems for both KZP and MCSO. All Parties shall contribute personnel to assist in the installation and maintenance of the Cameras and Associated Wired Communications Equipment and Sites.

6.8 All Parties are solely responsible for their own equipment's maintenance and any intentional or accidental damage or loss of the equipment from weather, traffic collisions, theft, criminal mischief, and the like.

7. COMPLIANCE WITH APPLICABLE LAWS

The parties agree to comply with all federal, state, and local laws and ordinances applicable to the work to be done under this agreement. The parties agree that this agreement shall be administered and construed under the laws of the state of Oregon.

8. NONDISCRIMINATION

The parties agree to comply with all applicable requirements of Federal and State civil rights and rehabilitation statutes, rules and regulations in the performance of this agreement.

9. NO AGENCY

No party, nor its officers, employees, agents, or volunteers, are the employees or agents of another party. Each party shall be separately and exclusively responsible for the acts, errors, and omissions of its own officers, employees, agents, and volunteers, except to the extent provided under the "Hold Harmless" and "Insurance" provisions of this Agreement.

10. HOLD HARMLESS

Each party agrees to defend, indemnify, and hold harmless the other parties, its officers, agents, and employees from damages arising out of the tortious acts of the indemnifying party, its officers, agents, and employees acting within the scope of their employment and duties in performance of this agreement subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and the Oregon Constitution, Article XI, Section 7.

Nothing in this agreement shall be deemed to limit the right of a party to make a claim against another party for damages and injuries incurred by one party as a result of the actions of the other party's officers, agents, and employees.

11. INSURANCE

Each party shall insure or self-insure and be independently responsible for the risk of its own liability for claims within the scope of the Oregon tort claims act (ORS 30.260 TO 30.300).

12. MERGER CLAUSE

Parties concur with and agree that this agreement constitutes the entire agreement between the parties. No waiver, consent, modification or change to the terms of this agreement shall bind either party unless in writing or signed by both parties. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. Parties, by the signatures below of their authorized representatives, hereby agree to be bound by their term and conditions.

13. NOTICES

Any notice required to be given by all Parties under this Agreement shall be sufficient if given, in writing, by first class mail or in person as follows:

City of Salem Police Department:
Attn: Chief Trevor Womack
333 Division Street NE
Salem, OR 97301
Email: TWomack@cityofsalem.net

For County:
Marion County Sheriff's Office
Attn: Sheriff Nick Hunter
PO BOX 14500
Salem, OR 97309
Email: SO-Contracts@co.marion.or.us

City of Keizer Police Department:
Attn: Chief Andrew Copeland
PO Box 21000
Keizer, OR 97307
Email: CopelandA@keizer.org

14. TERMINATION OF MEMORANDUM OF AGREEMENT

Upon full execution of this agreement, the Memorandum of Agreement for Inter-Agency ALPR cameras between the City of Salem Police Department and Keizer Police Department dated June 10, 2024, shall be terminated.

15. SIGNATURES

This agreement and any changes, alterations, modifications, or amendments will be effective when approved in writing by the authorized representative of the parties hereto as of the effective date set forth herein.

In witness whereof, the parties hereto have caused this agreement to be executed on the date set forth below.

**MARION COUNTY SIGNATURE
BOARD OF COMMISSIONERS:**

Chair Date

Commissioner Date

Commissioner Date

Authorized Signature: _____
Department Director or designee Date

Reviewed by Signature: _____
Chief Administrative Officer Date

Reviewed by Signature: _____
Marion County Legal Counsel Date

Reviewed by Signature: _____
Marion County Contracts & Procurement Date

CITY OF SALEM POLICE DEPARTMENT

Authorized Signature: _____ Date: _____

Title: _____

CITY OF KEIZER POLICE DEPARTMENT

Authorized Signature: _____ Date: _____

Title: _____