

CITY OF JOHN DAY
REQUEST FOR COUNCIL ACTION

DATE ACTION REQUESTED: February 27, 2024			
Ordinance <input type="checkbox"/>	Resolution <input type="checkbox"/>	Motion X	Information <input type="checkbox"/>
Date Prepared: February 20, 2024		Dept.: City Manager's Office	
SUBJECT: Approval of contract with Rueben Law Enforcement Consulting LLC.		Contact Person for this Item: Melissa Bethel, City Manager, bethelm@grantcounty-or.gov (541) 757-0028	

SUBJECT: Request for approval of contract to allow a full audit and inventory of the evidence room from the former John Day Police Department.

BACKGROUND:

On October 12, 2021 the City Council passed Resolution 21-869-17 to suspend operations of the John Day Police Department as of October 31, 2021. Since the closure, evidence room items have remained in the possession of John Day. In order to properly move the evidence to the custody of Grant County, the City is required to have a third-party inventory and audit conducted. The City's insurance carrier; CIS recommended several third-party consultants and Rueben Law Enforcement Consulting, LLC was the only available consultant. The work is slated to start in April and be completed by May 15th.

FINANCIAL IMPACT:

The City has received an award of \$5,000 from CIS to complete the inventory and audit. Additional costs if any should be minimal.

ATTACHMENTS:

1. Rueben Law Enforcement Consulting LLC Contract for Services
2. Award Letter from CIS for \$5,000.

Rueben Law Enforcement Consulting
5606 NW Fair Oaks Drive
Corvallis, OR 97330

CONSULTING SERVICES AGREEMENT

This Agreement is entered into on and dated _____, 2024, by and between RUEBEN LAW ENFORCEMENT CONSULTING, herein referred to as (RLEC), and the City of John Day, located at 450 East Main Street, John Day, Oregon, herein referred to as (CLIENT).

PROFESSIONAL SERVICES SUMMARY AND SCOPE OF WORK:

CLIENT retains RLEC to provide professional services specifically explained below. CLIENT agrees to pay all fees and costs hereinafter incurred because of these services. As such, CLIENT agrees that RLEC is empowered to perform said services for and on behalf of CLIENT, and to do all things necessary, appropriate, or advisable in performing said services for and in the best interests of CLIENT. The parties hereby agree that the following services have been requested by CLIENT under this Agreement and will be provided by RLEC, but that the actual time and method of the following services are conducted shall be left to the sole discretion of the RLEC.

DETAILED SCOPE OF WORK

Melissa Bethel, the City Manager for the City of John Day, has formally requested a full audit and inventory of the City of John Day's former police department evidence room. It is the understanding of RLEC that the John Day police department was disbanded in 2022, and the evidence room was essentially left unattended. Melissa Bethel has not entered the evidence room since starting her employment and is unsure of the number of evidence items that are currently stored in the room. It appears from recent interviews of employees that the room also contains log-books of evidence currently and formally stored in the room, but evidence records were never stored on a computer system.

Based on this information, RLEC will conduct an inventory of the John Day Police Department's evidence room. This inventory will be comprised of an examination of all items in the room, including routine evidence items, and "high risk" items including controlled substances, guns, cash and jewelry. The items currently in the room will be compared to the evidence log-books.

RLEC will compile a digital log of all evidence currently in the John Day Police Department evidence room.

At the completion of the physical inventory, RLEC will provide the CLIENT with a written report, outlining all RLEC actions during the inventory process, along with recommendations for future storage and/or destruction of current evidence items.

With the approval of the City Manager, RLEC will assist with the transfer of all evidence items located in the evidence room to representatives of the Grant County Sheriff's Department.

In the event that evidence items appear to be missing (e.g. noted in the log-books, but not found in the evidence room) RLEC will not conduct an investigation into the current location of those items. All discrepancies between the evidence log-books and the physical evidence on hand will be listed in the final report.

RATES

The hourly rate for work performed/surveillance is billed at **\$150.00** per hour, with a (3) three-hour minimum per day fee. Travel time is billed at **\$75.00** per hour. Hourly billing will start and end at Corvallis, Oregon 97330. RLEC will forward CLIENT statements and/or invoices listing in detail all time and expenses incurred during service rendered. CLIENT agrees to compensate RLEC at the agreed upon rates for any court appearances or depositions prior to or after the completion of the services rendered, whether under order of subpoena or not and regardless of the party requesting the appearance. If courtroom testimony or deposition regarding this matter or any matter related to this project is required, the fee will be **\$150.00** per hour, with a (5) five-hour minimum per day fee.

EXPENSES

CLIENT recognizes that RLEC will likely incur expenses directly associated with conducting said services rendered. As such, CLIENT shall be responsible for all reasonable expenses, including, but not limited to mileage, (\$0.65 per mile) tolls, parking, overnight accommodations, meals*, admission fees, videotapes, CD's, DVD's, photographic film and processing, long distance telephone charges, public/private transportation, confidential source fees, or any unforeseen expenses necessary to acquire information as requested by CLIENT. Mileage shall be invoiced at the rate of \$0.65/mile starting from the RLEC place of business. *Daily per-diem for food on overnight assignments is \$65.00.

CANCELLATION

CLIENT must provide RLEC with a minimum **Twenty-four (24) hour notice** in case of any cancellation of scheduled activity.

PAYMENT

RLEC will bill CLIENT at the conclusion of services rendered and any expenses incurred during the project. Payment is due in full at completion of work, within 15 days of receipt of invoice. Checks can be made payable and mailed to: Rueben Law Enforcement Consulting, 5606 NW Fair Oaks Drive Corvallis, OR 97330

DISCLAIMER

CLIENT expressly acknowledges that RLEC'S fees for services are NOT contingent on the outcome or results of the above referenced services rendered. **RLEC MAKES NO WARRANTIES OR GUARANTEES OF ANY KIND, EXPRESS OR IMPLIED, ABOUT THE RESULTS OF THIS INVENTORY AND/OR SERVICES RENDERED.** No illegal or unethical services will be knowingly provided by RLEC and CLIENT certifies that she is not knowingly requesting any illegal services. RLEC reserves the right to decline or terminate without advance notice any assignment it deems to be illegal or unethical or in RLEC's sole opinion detrimental to RLEC. RLEC will perform services in compliance with all state and federal laws, regulations, and best practices.

REPORTS

RLEC will generate a written report of the services provided in a timely manner at the completion of the services rendered. Every reasonable effort will be made to ensure that the quality of the information will be accurate. Reports may also include photographs and videotapes.

Original notes or documents considered "work product" will not be released and remain the property of RLEC. Only the written final report is released to the CLIENT.

CLIENT MISREPRESENTATION

CLIENT attests that they have not misrepresented themselves, their company, organization, or purpose for requesting the services that RLEC provides. CLIENT understands that misrepresentation in this agreement, in RLEC's sole opinion, may result in civil and criminal action against the CLIENT and/or their organization as well as all monies paid to be forfeited. RLEC reserves the right to refuse service to the CLIENT for any issue of security, safety, unlawful, unethical, or immoral reasons. CLIENT agrees to and shall indemnify and save harmless RLEC, its employees and agent(s) from damages, losses, cost, and expenses, including any attorney or legal fees, suffered/incurred in connection with or arising out of claims based on services provided to CLIENT. This also includes any civil or criminal actions, claims, third party claims, lawsuits, disciplinary actions, or any losses alleged to be caused by RLEC resulting from any activity performed by either CLIENT or RLEC.



citycounty insurance services
cisoregon.org

February 14, 2024

City of John Day
450 E. Main Street
John Day, OR 97845

RE: **CIS Public Safety Grant Award Notification – Evidence Audit/Inventory**

Dear City Manager Melissa Bethel,

On behalf of CIS, I would like to congratulate the City of John Day on being awarded a CIS Public Safety Grant for Fiscal Year 2023-2024. This grant has been awarded for the purpose of an independent, comprehensive audit/inventory of your now disbanded police department's evidence room.

The total grant amount being awarded is **\$5,000.00** and does not require matching funds. These funds are to be used to help offset the total project cost of an estimated \$5,000.00. This grant is a one-time award for this project. No other grant funds from CIS can be awarded in subsequent years to the City of John Day towards this specific project.

Please forward a copy of the paid invoice, including a copy of a cleared check to Joleen Wallace at jwallace@cisoregon.org as well as myself at dbrown@cisoregon.org so we can process your reimbursement. Please remember, all paid invoices must be received by **May 15, 2024** or your awarded grant funds will be forfeited. If you have any questions, please do not hesitate to contact me.

Sincerely,

Daniel Brown, MPA
Law Enforcement Risk Management Consultant

CC: Jeremy Green, City Attorney for the City of John Day
Mark Jennings, CIS Director of Risk Management
Joleen Wallace, CIS Administrative Support Manager
Lisa Masters, CIS Senior Risk Management Consultant

CLAIMS OFFICE • PO Box 1469, Lake Oswego, OR 97035 • Phone 503-763-3875 or 800-922-2684 ext 3875 • Fax 503-763-3901

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