

Contract Review Sheet

Intergovernmental Agreement

SO-7095-26

Title: City of Sublimity 2026-27 LE Patrol Services

Contractor's Name: City of Sublimity

Department: Sheriff's Office

Contact: Bethany Johnston

Analyst: Sandra Fixsen

Phone #: (503) 589-3261

Term - Date From: upon signature

Expires: June 30, 2027

Original Contract Amount: \$ 129,822.72

Previous Amendments Amount: \$ -

Current Amendment: \$ -

New Contract Total: \$ 129,822.72 Amd% 0%

Incoming Funds

☐ Federal Funds

☐ Reinstatement

☒ Retroactive

☐ Amendment greater than 25%

Source Selection Method: ORS190 Intergovernmental Agreement

Description of Services or Grant Award

This agreement provides for the City of Sublimity to receive law enforcement services from Marion County on an overtime basis, rather than through the assignment of a dedicated full-time deputy. The total amount for this overtime contract for services for FY2026-27 is \$129,822.72, which is funded by incoming revenue from the City of Sublimity.

Desired BOC Session Date: 8/5/2026

Contract should be in DocuSign by: 7/15/2026

Agenda Planning Date: 7/23/2026

Printed packets due in Finance: 7/21/2026

Management Update: 7/21/2026

BOC upload / Board Session email: 7/22/2026

BOC Session Presenter(s) Commander Jason Bernards

Code: Y

REQUIRED APPROVALS



07/15/2026

Finance - Contracts

Date



07/14/2026

Contract Specialist

Date



07/21/2026

Michelle Teed (Jul 21, 2026 08:01:41 PDT)

Legal Counsel

Date



07/21/2026

Jan Fritz (Jul 21, 2026 16:30:01 PDT)

Chief Administrative Officer

Date



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: August 5, 2026

Department: Sheriff's Office

Title: City of Sublimity Law Enforcement Patrol Services

Management Update/Work Session Date: July 21, 2026 Audio/Visual aids ☐

Time Required: 5 mins Contact: Bethany Johnston Phone: x3261

Requested Action: Staff recommends approval of the incoming funds Intergovernmental Agreement with the City of Sublimity to provide law enforcement services within the city upon signature through June 30, 2027.

Issue, Description & Background: Marion County Sheriff's Office will deploy available personnel on an as-needed overtime basis to support public safety services within the City. The agreement allows law enforcement coverage while allowing the City to maintain flexible, budget responsive service model that aligns with their fiscal planning priorities.

Financial Impacts: Incoming funds anticipated to be \$129,822.72.

Impacts to Department & External Agencies: Provide incoming funds for the services.

List of attachments: Contract review sheet, Board Agenda review form, Original Contract

Presenter: Commander Jason Bernards

Department Head Signature: *Jeremy Landers*
Jeremy Landers (Jul 15, 2026 10:05:52 PDT)

INTERGOVERNMENTAL AGREEMENT
Between
MARION COUNTY and CITY OF SUBLIMITY
SO-7095-26

1. PARTIES TO AGREEMENT

This Agreement between City of Sublimity, hereafter called Agency, and Marion County, a political subdivision of the state of Oregon, hereafter called County, 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 the County will provide law enforcement services to Agency. These services are further described in Section 5.

3. TERM AND TERMINATION

- 3.1 This Agreement shall be effective after it has been signed by all parties and all required County approvals have been obtained and expires on June 30, 2027, unless sooner terminated or extended as provided herein.
- 3.2 This Agreement may be extended for an additional period of one year by agreement of the parties. Any modifications in the terms of such amendment shall be in writing.
- 3.3 Agency shall notify County of its intent to renew by March 1st. Agency and County will then negotiate revisions to the budget.
- 3.4 This agreement may be terminated by mutual consent of both parties at any time or by either party upon 30 days' notice in writing and delivered by mail or in person. Any such termination of this agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.
- 3.5 County may terminate this agreement effective upon delivery of written notice to Agency or at such later date as may be established under any of the following conditions:
 - 3.5.1 County may reduce or terminate this Agreement when state or federal funds are reduced or eliminated by providing written notice to the respective parties.
 - 3.5.2 In the event the Board of Commissioners of County reduces, changes, eliminates, or otherwise modifies the funding for any of the services identified, Agency agrees to abide by any such decision including termination of service.
 - 3.5.3 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.

- 3.5.4 If Agency fails to provide services called for by this agreement within the time specified herein or any extension thereof.
- 3.5.5 If Agency fails to perform any of the provisions of this agreement or so fails to pursue the work as to endanger the performance of this agreement in accordance with its terms and after written notice from County, fails to correct such failure(s) within ten (10) days or such longer period as the County may authorize.
- 3.6 Any such termination of this agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

4. FUNDING AND BILLING

- 4.1 The total amount paid under this contract shall not exceed \$129,822.72. Payments for overtime Patrol Services shall be made at an hourly fee for service according to the following terms:
 - 4.1.1 Agency agrees to compensate the County at an hourly rate based on the classification and pay rate of the Deputy who voluntarily accepts and performs the assigned overtime shift requested by the agency.
 - 4.1.2 The hourly rate will be based on the time the assigned Deputy leaves the Public Safety Building, located at 3610 Aumsville Hwy SE, Salem OR 97317.
- 4.2 County will submit an invoice to the Agency for patrol services provided at the end of each month.
 - 4.2.1 County shall invoice the Agency, and the Agency shall pay County within 30 days of receipt of the invoice, to the attention of: Sheriff's Office at the following address: PO Box 14500 Salem, OR 97309.

5. OBLIGATIONS UNDER THE TERMS OF THIS AGREEMENT

- 5.1 Provisions of Services
The County shall provide law enforcement services for the citizens of the City of Sublimity in accordance with the terms of this Agreement. The nature, scope, and level of such services shall be determined by the County, consistent with applicable law, operational priorities, and available resources.
- 5.2 Patrol Coverage/ Assignment of Overtime Deputies
In addition to any services provided under section 5.1, this Agreement may include the assignment of Deputies on an overtime basis when such assignments are feasible by the County. The County retains exclusive discretion to assign or decline to assign overtime Deputies at any time, based on staffing availability, operational priorities, public safety

needs, and resource constraints. The Agency acknowledges that overtime assignments are not guaranteed and may be limited, variable, or unavailable depending on County needs.

The Agency shall submit requests for overtime coverage, including specific dates and times, no less than seventy-two (72) hours in advance of requested shift. All such requests are subject to County review and availability. The County makes no guarantee that any requested shifts will be filled and reserves the sole discretion to approve or deny any requested overtime coverage.

The County is not obliged to provide notice to Agency regarding unfilled overtime shifts. The County may, but is not required to, provide updates regarding shift status as a courtesy and subject to operational capacity.

5.3 Mutual Aid and Extended Response

The County retains the authority to deploy Deputies assigned under this Agreement to respond to calls for service outside the City of Sublimity, and to provide backup assistance to other law enforcement agencies, including the Sheriff's Office and State Police, in emergency or priority situations. The Agency acknowledges that such responses may temporarily reduce or interrupt services within the City, and no specific level of service is guaranteed during such periods.

5.4 Authority of Deputies

Deputies assigned to this Agreement shall exercise all law enforcement powers granted under applicable federal, state, and local law, including the authority to enforce all duly enacted ordinances of the Agency and to make arrests for violations thereof. Such authority is derived from law and not from this Agreement, and nothing herein shall be construed to create, expand, or limit such authority.

5.5 Assignment, Emergency Deployment, and Compensation Adjustment

The County retains sole authority to select, assign, and reassign any Deputy under this Agreement. The County may, at its sole discretion, and at any time, deploy any Deputy assigned under this Agreement to respond to emergencies, mutual aid requests, or other operational priorities occurring outside the Agency.

The County shall not be obligated to provide a replacement Deputy or otherwise backfill any scheduled service hours impacted by such deployment. In the event that scheduled service hours are reduced or interrupted due to such response, the fees payable under this Agreement shall be prorated based on the actual hours of service provided.

For the purpose of this Agreement, the Sheriff shall have sole and final authority to determine what constitutes an emergency, priority situation, or operational necessity warranting redeployment of personnel.

5.6 Employment Status and Compensation

Any Deputy assigned under this Agreement shall remain an employee of the County and shall not be considered an employee, agent, or representative of the Agency for any purpose. The Deputy shall be subject solely to the County's direction, control, and personnel policies. The County shall retain exclusive responsibility for all employment-related matters, including but not limited to compensation, salaries, wages, benefits, payroll taxes, workers' compensation, supervision, and discipline.

5.7 Control of Services and Personnel

All law enforcement services performed under this Agreement, and all matters incident thereto- including but not limited to performance standards, supervision, discipline, assignment, and control of Deputies shall be under the exclusive authority and direction of the County. The Agency shall have no authority to direct, supervise, or control County personnel.

The parties acknowledge that operational or service-related concerns may arise during the term of this Agreement. Such matters shall be communicated through designated representatives of each Party for coordination purposes only; provided, however, that the County retains sole and final authority over decisions involving personnel, operations, and service delivery.

5.8 For the purposes of this Agreement and the services described herein, the County shall furnish all necessary labor, supervision, equipment, radio communication facilities, and supplies required to provide the agreed-upon level of service.

As part of the routine patrol activities, any Deputy working under this Agreement may, as time and operational priorities allow, conduct periodic checks on businesses and residential areas.

The County shall provide monthly statistical reports to the Agency for their presentation at monthly council meetings. Such reports are due no later than one (1) week prior to the second Monday of each month.

6. COMPLIANCE WITH APPLICABLE LAWS

The parties agree that both shall 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.

7. 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.

8. HOLD HARMLESS

To the extent permitted by Article XI, Section 7 of the Oregon Constitution and by the Oregon Tort Claims Act, each party agrees to waive, forgive, and acquit any and all claims it may

otherwise have against the other and the officers, employees, and agents of the other, for or resulting from damage or loss, provided that this discharge and waiver shall not apply to claims by one party against any officer, employee, or agent of the other arising from such person's malfeasance in office, willful or wanton neglect of duty, or actions outside the course and scope of his or her official duties.

9. MERGER CLAUSE

Parties concur 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 and 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 its term and conditions.

10. NOTICES

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

For Agency:

City of Sublimity

Attn: Mayor Michael Taylor

245 NW Johnson St Sublimity, Or 97385

Michael.taylor@cityofsublimity.org

For County:

Sheriff's Office

PO Box 14500

SO-Contracts@co.marion.or.us

11. 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
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Commissioner	Date
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Commissioner	Date
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Authorized Signature:	<u><i>Jeremy Landers</i></u> Jeremy Landers (Jul 15, 2026 10:05:52 PDT)	07/15/2026
	Department Director or designee	Date

Authorized Signature:	<u><i>Jan Fritz</i></u> Jan Fritz (Jul 21, 2026 16:30:01 PDT)	07/21/2026
	Chief Administrative Officer	Date

Reviewed by Signature:	<u><i>Michelle Teed</i></u> Michelle Teed (Jul 21, 2026 08:01:41 PDT)	07/21/2026
	Marion County Legal Counsel	Date

Reviewed by Signature:	<u><i>Sandra L. Lippert</i></u>	07/15/2026
	Marion County Contracts & Procurement	Date

CITY OF SUBLIMITY

Authorized Signature: _____ Date: _____

Title: _____