Contract Review Sheet

Contract for Services **SO-7327-26**

Title: **St. Paul Rodeo Law Enforcement Services**

Contractor's Name: **St Paul Rodeo Association**

Department: **Sheriff's Office** Contact: **Kristy Witherell**

Analyst: **Sandra Fixsen** Phone #: **(503) 373-4402**

Term - Date From: **Upon Signature** Expires: **December 31, 2029**

Original Contract Amount: **$ 315,000.00** Previous Amendments Amount: **$ -**

Current Amendment: **$ -** New Contract Total: **$ 315,000.00** Amd% **0%**

Incoming Funds ☐ Federal Funds ☐ Reinstatement ☐ Retroactive ☐ Amendment greater than 25%

Source Selection Method: **Not Applicable (Incoming Funds)**

Description of Services or Grant Award

The Marion County Sheriff's Office will provide law enforcement services to the St. Paul Rodeo Association for events at the St. Paul Rodeo Grounds. The contract is for three years, with options to renew for two additional years. **The three-year not to exceed amount for this contract is $315,000.00.**

Previously, the Sheriff's Office has had a yearly contract with the St. Paul Rodeo Association for law enforcement services.

Desired BOC Session Date: **12/2/2026** Contract should be in DocuSign by: **11/11/2026**

Agenda Planning Date **11/19/2026** Printed packets due in Finance: **11/17/2026**

Management Update **11/17/2026** BOC upload / Board Session email: **11/18/2026**

BOC Session Presenter(s) **Commander Jason Bernards** Code: **Y**

REQUIRED APPROVALS

Sandra L. Fixsen	10/26/2026	Kristy Witherell (Oct 26, 2026 13:07:02 PDT)	10/26/2026
Finance - Contracts	Date	Contract Specialist	Date
Michelle Teed (Oct 26, 2026 16:30:16 PDT)	10/26/2026	Jan Fritz (Oct 30, 2026 10:21:44 PDT)	10/30/2026
Legal Counsel	Date	Chief Administrative Officer	Date

MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: December 2, 2026

Department: Sheriff's Office

Title: Incoming Funds Contract for Services with St. Paul Rodeo Association

Management Update/Work Session Date: September 29, 2026 **Audio/Visual aids** ☐

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

Requested Action:
Staff is requesting approval of an Incoming Funds Contract for Services with St. Paul Rodeo Association in the amount of $315,000.00 for law enforcement security services during events at the St. Paul Rodeo Grounds through December 31, 2029.

Issue, Description & Background:
The Sheriff's Office requests approval of a multi-year incoming funds contract with the St. Paul Rodeo Association to provide a consistent law enforcement presence, crowd management, and public safety support. This long-standing partnership ensures appropriate security coverage for one of the county's largest and most historic public gatherings. Each year, the agreement outlines the specific scope of services, staffing levels, and reimbursement structure required. Board approval allows the Sheriff's Office to continue its essential involvement and guarantees that necessary law enforcement services are delivered effectively while supporting a safe, well-managed event.

Financial Impacts:
Incoming funds of $315,000 through December 31, 2029.

Impacts to Department & External Agencies:
N/A

List of attachments:
Original Contract

Presenter:
Commander Jason Bernards

Department Head Signature:
Jeremy Landers
Jeremy Landers (Oct 26, 2026 14:55:00 PDT)

MARION COUNTY
CONTRACT FOR SERVICES
SO-7327-26

This Contract is between Marion County (a political subdivision of the State of Oregon) hereinafter called County, and St Paul Rodeo Association, a non-profit recreational club hereinafter called Rodeo.

RECITALS

WHEREAS, County wishes to provide law enforcement services to Rodeo during the St. Paul Rodeo event.

County agrees to perform, and Rodeo agrees to pay for the services and deliverables described in Exhibit A (the "Work").

1. TERM

This Contract is effective on the date it has been signed by all parties and all required County approvals have been obtained. This Contract expires on December 31, 2029. The parties may extend the term of this Contract provided that the total Contract term does not extend beyond December 31, 2031.

2. DOCUMENTS / ORDER OF PRECEDENCE

This Contract consists of the following documents, each of which is attached and incorporated herein by reference:

A. This Contract less exhibits

B. Exhibit A – Statement of Work

3. CONSIDERATION

A. The maximum, not-to-exceed compensation payable to County under this Contract, which includes any allowable expenses, is **$315,000.00**. Rodeo will not pay County any amount in excess of the not-to-exceed compensation of this Contract for completing the Work and will not pay for Work performed before the date this Contract becomes effective or after the termination of this Contract. If the maximum compensation is increased by amendment of this Contract, the amendment must be fully effective before County performs Work subject to the amendment.

B. Payments to County shall be made in accordance with the payment schedule and requirements in Exhibit A.

C. If specified below, Rodeo's payments to County under this Contract will be paid in whole or in part with federal funds. If so specified, by signing this agreement, County certifies neither it nor its employees, contractors, subcontractors or subgrantees who will perform the Project activities are currently employed by an agency or department of the federal government. If applicable, County shall comply with Appendix II to Title 2, Part 200 of the Code of Federal Regulations.

In accordance with 2 CFR 200.331, County has been designated:
☐ Subrecipient

☐ Contractor/Vendor
☒ Not applicable – (there are no federal funds tied to the contract)

4. COMPLIANCE WITH STATUTES AND RULES

A. County and Rodeo agree to comply with the provisions of this Contract, its exhibits and attachments and all applicable federal, state, and local statutes and rules.

Unless otherwise specified, responsibility for all taxes, assessment, and any other charges imposed by law upon employers shall be the sole responsibility of County. Failure of Rodeo or County to comply with the provisions of this Contract and all applicable federal, state, and local statutes and rules shall be cause for termination of this Contract as specified in sections concerning recovery of funds and termination.

Rodeo's performance under this Contract is conditioned upon County's compliance with the obligations intended for contractors under ORS 279B.220, 279B.225 (if applicable to this Contract), 279B.230, 279B.235 (if applicable to this Contract) and ORS 652, which are incorporated by reference herein.

B. These remedies are cumulative to the extent the remedies are not inconsistent, and either party may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

5. CIVIL RIGHTS, REHABILITATION ACT, AMERICANS WITH DISABILITIES ACT AND TITLE VI OF THE CIVIL RIGHTS ACT

County agrees to comply with the Civil Rights Act of 1964, and 1991, Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973, and Title VI as implemented by 45 CFR 80 and 84 which states in part, No qualified person shall on the basis of disability, race, color, or national origin be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which received or benefits from federal financial assistance.

6. TIME IS OF THE ESSENCE

County agrees that time is of the essence in the performance of this Contract.

7. FORCE MAJEURE

Neither County nor Rodeo shall be responsible for any failure to perform or for any delay in the performance of any obligation under this Contract caused by fire, riot, acts of God, terrorism, war, or any other cause which is beyond the breaching party's reasonable control. County shall, however, make all reasonable efforts to remove or eliminate the cause of County's delay or breach and shall, upon the cessation of the cause, continue performing under this Contract. Rodeo may terminate this Contract upon written notice to County after reasonably determining that the delay or breach will likely prevent successful performance of this Contract.

8. FUNDING MODIFICATION

In the event the Rodeo reduces, changes, eliminates, or otherwise modifies the funding for any of the services identified, County agrees to abide by any such decision including termination of service.

9. RECOVERY OF FUNDS

Expenditures of County may be charged to this Contract only if they (1) are in payment of services performed under this Contract, (2) conform to applicable state and federal regulations and statutes, and (3) are in payment of an obligation incurred during the Contract period.

Any Rodeo funds spent for purposes not authorized by this Contract and payments by Rodeo in excess of authorized expenditures shall be deducted from future payments or refunded to Rodeo no later than thirty (30) days after notice of unauthorized expenditure or notice of excess payment.

County shall be responsible to repay for prior contract period excess payments and un-recovered advanced payments provided by Rodeo. Repayment of prior period obligations shall be made to Rodeo in a manner agreed on.

10. ACCESS TO RECORDS

A. County shall permit authorized representatives of Rodeo, State of Oregon, or the applicable audit agencies of the U.S. Government to review the records of County as they relate to the Contract services in order to satisfy audit or program evaluation purposes deemed necessary by Rodeo and permitted by law.

B. County agrees to establish and maintain financial records, which indicate the number of hours of work provided, and other appropriate records pertinent to this Contract shall be retained for a minimum of three (3) years after the end of the Contract period. If there are unresolved audit questions at the end of the three-year period, the records must be maintained until the questions are resolved.

11. REPORTING REQUIREMENTS

County shall provide Rodeo with periodic reports at the frequency and with the information prescribed by Rodeo. Further, at any time, Rodeo has the right to demand adequate assurances that the services provided by County shall be in accordance with the Contract. Such assurances provided by County shall be supported by documentation in County's possession from third parties.

12. CONFIDENTIALITY OF RECORDS

A. Rodeo shall not use, release, or disclose any information concerning any employee, client, applicant or person doing business with County for any purpose not directly connected with the administration of County's or Rodeo's responsibilities under this Contract except upon written consent of County, and if applicable, the employee, client, applicant or person.

B. Rodeo shall ensure that its agents, employees, officers, and subcontractors with access to County and Contractor records understand and comply with this confidential provision.

C. If Rodeo receives or transmits protected health information, Rodeo shall enter into a Business Associate Agreement with County, which shall become part of this Contract, if attached hereto.

D. Client records shall be kept confidential in accordance with ORS 179.505, OAR 309-014-0036(3), 45 CFR 205.50 and 42 CFR Part 2 as applicable.

13. INDEMNIFICATION AND INSURANCE

A. County shall defend, save, indemnify, and hold harmless Rodeo, its officers, agents, and employees from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature whatsoever, including attorney fees, resulting from, arising out of, or relating to the activities of County or its officers, employees, subcontractors, or agents under this Contract. County shall have control of the defense and settlement of any claim that is subject to this section. However, neither County nor any attorney engaged by County shall defend the claim in the name of Rodeo, nor purport to act as legal representative of Rodeo, without first receiving from Rodeo's counsel authority to act as legal counsel for Rodeo, nor shall County settle any claim on behalf of Rodeo without the approval of Rodeo. Rodeo may, at its election and expense, assume its own defense and settlement.

B. County, pursuant to applicable provisions of ORS 30.260 to 30.300, maintains a self-insurance program that provides property damage and personal injury coverage.

14. EARLY TERMINATION

This Contract may be terminated as follows:

A. County and Rodeo, by mutual written agreement, may terminate this Contract at any time.

B. Either County or Rodeo in their sole discretion may terminate this Contract for any reason on 30 days written notice.

C. Either County or Rodeo may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within 15 days of the date of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.

D. Notwithstanding section 14C, Rodeo may terminate this Contract immediately by written notice to County upon denial, suspension, revocation, or non-renewal of any license, permit or certificate that County must hold to provide services under this Contract.

15. PAYMENT ON EARLY TERMINATION

Upon termination pursuant to section 14, payment shall be made as follows:

A. If terminated under 14A or 14B for the convenience of Rodeo, Rodeo shall pay County for Work performed prior to the termination date if such Work was performed in accordance with the Contract. Rodeo shall not be liable for direct, indirect, or consequential damages. Termination shall not result in a waiver of any other claim Rodeo may have against County.

B. If terminated under 14C by County due to a breach by Rodeo, then Rodeo shall pay County for Work performed prior to the termination date if such Work was performed in accordance with the Contract.

C. If terminated under 14C or 14D by Rodeo due to a breach by County, then Rodeo shall pay County for Work performed prior to the termination date provided such Work was performed in accordance with the Contract less any setoff to which Rodeo is entitled.

16. INDEPENDENT CONTRACTOR

A. County is a political subdivision of the State of Oregon, retains sole and absolute discretion over the manner and means of carrying out County's activities and responsibilities for the purpose of implementing the provisions of this Contract, and maintains the appropriate license/certifications, if required under Oregon Law. This Contract shall not be construed as creating an agency, partnership, joint venture, employment relationship or any other relationship between the parties other than that of independent parties. The County is acting as an "independent contractor" and is not an employee of Rodeo and accepts full responsibility for taxes or other obligations associated with payment for services under this Contract. As an "independent contractor", County will not receive any benefits normally accruing to Rodeo employees unless required by applicable law. Furthermore, County is free to contract with other parties for the duration of the Contract.

B. SUBCONTRACTING/NONASSIGNMENT. This Contract may be contracted or assigned to any other individual, firm, agency, and/or entity.

17. GOVERNING LAW AND VENUE

This Contract shall be governed by the laws of the State of Oregon. Any action commenced in connection with this Contract shall be in the Circuit Court of Marion County. All rights and remedies of Rodeo shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies of Rodeo according to law.

18. OWNERSHIP AND USE OF DOCUMENTS

All documents, or other material submitted to Rodeo by County shall become the sole and exclusive property of Rodeo. All material prepared by County under this Contract may be subject to Oregon's Public Records Laws.

19. NO THIRD-PARTY BENEFICIARIES

A. County and Rodeo are the only parties to this Contract and are the only parties entitled to enforce its terms.

B. Nothing in this Contract gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.

20. SUCCESSORS IN INTEREST

The provisions of this Contract shall be binding upon and inure to the benefit of the parties and their successors and approved assigns.

21. MERGER CLAUSE

This Contract and the attached exhibits constitute the entire agreement between the parties.

A. All understandings and agreements between the parties and representations by either party concerning this Contract are contained in this Contract.

B. No waiver, consent, modification or change in the terms of this Contract shall bind either party unless in writing signed by both parties.

C. Any written waiver, consent, modification, or change shall be effective only in the specific instance and for the specific purpose given.

22. WAIVER

The failure of any Party to enforce any provision of this Contract shall not constitute a waiver by that Party or any other provision. Waiver of any default under this Contract by any Party shall not be deemed to be a waiver of any subsequent default or a modification of the provisions of this Contract.

23. REMEDIES

In the event of breach of this Contract, the Parties shall have the following remedies:

A. If terminated under 14C by Rodeo due to a breach by County, Rodeo may complete the Work either itself, by agreement with another contractor, or by a combination thereof. If the cost of completing the Work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then County shall pay to Rodeo the amount of the reasonable excess.

B. In addition to the remedies in sections 14 and 15 for a breach by County, Rodeo also shall be entitled to any other equitable and legal remedies that are available.

C. If Rodeo breaches this Contract, County's remedy shall be limited to termination of the Contract and receipt of Contract payments to which County is entitled.

24. 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).

25. NOTICE

Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing, to Rodeo or County at the address or email set forth below or to such other addresses or emails as either party may hereafter indicate in writing. Delivery may be by personal delivery, or mailing the same, postage prepaid.

A. Any communication or notice by personal delivery shall be deemed delivered when actually given to the designated person or representative.

B. Any communication or notice mailed shall be deemed delivered five (5) days after mailing. Any notice under this Contract shall be mailed by first class postage delivered to:

To Rodeo:
St. Paul Rodeo Association
Attn: Karen McKillip
PO Box 175
St. Paul, OR 97137
Ph: 503-633-2011
manager@stpaulrodeo.com

To County
Contracts and Procurement Manager
PO_Contracts@co.marion.or.us
555 Court Street NE, Suite 4247
P.O. Box 14500
Salem, Oregon 97309

26. SURVIVAL

All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in sections 3, 8, 9, 10, 11, 12, 13, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 26 and 27.

27. SEVERABILITY

If any term or provision of this Contract is declared illegal or in conflict with any law by a court of competent jurisdiction, the validity of the remaining terms and provisions that shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

28. AMENDMENTS

This Contract may be amended if mutually agreed to by both parties.

A. Anticipated Amendments

This Contract is anticipated to be amended for the following reasons:

i. To extend the Contract term and increase the maximum not-to-exceed amount to cover those extension term.

ii. To adjust the unit pricing or other rate(s) of compensation, set forth in Exhibit A.

B. Unanticipated Amendments

All other amendments for purposes not listed as Anticipated Amendments will be deemed Unanticipated Amendments.

29. CERTIFICATIONS AND SIGNATURE. THIS CONTRACT MUST BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF RODEO

The undersigned certifies under penalty of perjury both individually and on behalf of Rodeo is a duly authorized representative of Rodeo, has been authorized by Rodeo to make all representations, attestations, and certifications contained in this Contract and to execute this Contract on behalf of Rodeo.

MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:

_____

Chair Date

_____

Commissioner Date

_____

Commissioner Date

Authorized Signature: Jeremy Landers (Oct 26, 2026 14:55:00 PDT) 10/26/2026

Department Director or designee Date

Authorized Signature: Jan Fritz (Oct 30, 2026 10:21:44 PDT) 10/30/2026

Chief Administrative Officer Date

Reviewed by Signature: Michelle Teed (Oct 26, 2026 16:30:16 PDT) 10/26/2026

Marion County Legal Counsel Date

Reviewed by Signature: Sandra L. Hixson 10/26/2026

Marion County Contracts & Procurement Date

ST. PAUL RODEO ASSOCIATION SIGNATURE

Authorized Signature: _____

Date

Title: _____

EXHIBIT A
STATEMENT OF WORK

1. STATEMENT OF SERVICES

County and Rodeo shall perform Services as described below.

A. GENERAL INFORMATION.

Rodeo has requested and County, through its Sheriff's Office, shall provide police security services during the St. Paul Rodeo and other events held on the rodeo grounds.

B. REQUIRED SERVICES, DELIVERABLES AND DELIVERY SCHEDULE.

i. County shall provide general police security services for the rodeo and other events held on the premises at the St. Paul Rodeo Grounds at 4174 Malo Ave NE, Saint Paul, OR 97137.

Rodeo Responsibilities:

ii. Rodeo shall consult with the Enforcement Contract Sergeant or his designated representative for scheduling needs of the event.

iii. Enforcement Sergeant contact:
Garrett Olson
(503) 983-5033
GOlson@co.marion.or.us

iv. Rodeo agrees that the Enforcement Contract Sergeant or his designated representative will have the authority to increase the number of deputies, if conditions warrant. Any increase in deputies will follow consultation with a Rodeo representative except in an emergency situation.

County Responsibilities:

v. County shall provide a level of coverage deemed appropriate to provide a law enforcement presence and respond to reported or observed issues.

vi. Documentation of activities, incidents, or problems investigated by County will be submitted to Rodeo in a timely manner.

vii. Any materials or services purchased by County for the sole purpose of Rodeo events must be preapproved by Rodeo.

a. County shall submit all receipts for reimbursement to Rodeo.

viii. County shall provide a record of the hours of service provided by each deputy within 45 days of completion of the event.

ix. County shall invoice Rodeo for payment within 60 days of completion of the event.

C. SPECIAL REQUIREMENTS.
County shall be solely responsible for and shall have control over the means, methods, techniques, sequences, and procedures of performing the work, subject to the plans and specifications under this Contract and shall be solely responsible for the errors and omissions of its employees, subcontractors, and agents.

County has the skill and knowledge possessed by well-informed members of its industry, trade or profession and County will apply that skill and knowledge with care and diligence and perform Services in a timely, professional, and workmanlike manner in accordance with standards applicable to County's industry, trade or profession.

2. COMPENSATION

The total amount available for payment to County under Exhibit A, section 2.A, and for authorized reimbursement to County under Exhibit A, section 2.C is **$315,000.00**.

A. METHOD OF PAYMENT FOR SERVICES. Rodeo shall pay County for completing all Services required under this Contract, up to a total Not-to-Exceed (NTE) amount of $315,000.00 for the three-year term. Total compensation shall be capped at the following amount per contract year:

- 2027 - $100,000.00
- 2028 - $105,000.00
- 2029 - $110,000.00

B. BASIS OF PAYMENT FOR SERVICES. Rodeo shall pay County all amounts due under this Contract within 30 days of receipt of County's invoice in one payment upon Rodeo's approval of County's invoice to Rodeo.

C. GENERAL PAYMENT PROVISIONS. Notwithstanding any other payment provision of this Contract, failure of County to submit required reports when due, or failure to perform or document the performance of contracted services, may result in withholding of payments under this Contract.

D. INVOICE. County shall invoice Rodeo annually at the address specified in Section 25 – Notice.