

Contract Review Sheet

Intergovernmental Agreement

SO-6612-25

Title: City of Sublimity FY 2025-26 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: July 1, 2025

Expires: June 30, 2026

Original Contract Amount: \$ 257,395.00

Previous Amendments Amount: \$ -

Current Amendment: \$ -

New Contract Total: \$ 257,395.00

Amd% 0%

Incoming 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 provide Law Enforcement services within the City of Sublimity for the fiscal year 2025-26.

Desired BOC Session Date: 6/25/2025

Contract should be in DocuSign by: 6/4/2025

Agenda Planning Date: 6/12/2025

Printed packets due in Finance: 6/10/2025

Management Update: 6/10/2025

BOC upload / Board Session email: 6/11/2025

BOC Session Presenter(s) Commander Jason Bernards

Code: Y

REQUIRED APPROVALS

DocuSigned by:
Sandra L. Fixsen
6/2/2025
Finance - Contracts
Date

Signed by:
Scott Norris
6/4/2025
Legal Counsel
Date

DocuSigned by:
Bethany Johnston
6/6/2025
Contract Specialist
Date

DocuSigned by:
Jan Fritz
6/5/2025
Chief Administrative Officer
Date



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: June 25, 2025Department: Sheriff's Office

Title:

City of Sublimity
Management Update/Work Session Date: June 10, 2025

Audio/Visual aids

☐
Time Required: 5 minsContact: Bethany JohnstonPhone: 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 from July 1, 2025- through June 30, 2026.

Issue, Description
& Background:

The Marion County Sheriff's Office (MCSO) will provide one (1) full time Deputy for law enforcement/patrol services withing the city of Sublimity. The incoming funds generated from this contract will pay for this position.

Financial Impacts:

The incoming funds estimate is \$257,395.00

Impacts to Department
& External Agencies:

Provide incoming funds for these services.

List of attachments:

Contract review sheet, Board Agenda review form, Original contract

Presenter:

Commander Jason Bernards

Department Head
Signature:

Signed by:

Nicholas Hunter

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INTERGOVERNMENTAL AGREEMENT
Between
MARION COUNTY and CITY OF SUBLIMITY
SO-6612-25

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 190.110 (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 for the period of July 01, 2025 through June 30, 2026 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 terms of such amendment shall be in writing.
- 3.3 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.
- 3.4 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:
 - 3.4.1 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.
 - 3.4.2 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.
 - 3.4.3 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.

3.4.4 If either party fails to provide services called for by this agreement within the time specified herein or any extension thereof.

3.4.5 If either party 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 either party, fails to correct such failure(s) within ten (10) days or such longer period as the County may authorize.

3.5 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 \$257,395.00, as indicated in Exhibit A.

4.2 Payments under this contract shall be made on a cost reimbursement basis according to the following terms:

Marion County Sheriff's Office Deputies are members of the Marion County Law Enforcement Association (MCLEA). Wages, working hours, training, overtime, and other economic factors are subject to change as a result of the bargaining agreement reached with the unit. The actual sum of this contract will be reflective of the rate of the deputy selected/assigned to duty for the performance of this agreement.

4.3 Requests for payment shall be submitted to the Agency monthly to the attention of: City of Sublimity at the following address: PO BOX 146, Sublimity, OR 97385. Final invoices are due no later than 30 days after closing.

5. OBLIGATIONS UNDER THE TERMS OF THIS AGREEMENT

5.1 County shall provide law enforcement services for the citizens of the City of Sublimity within the corporate limits of the city. There may be instances where the deputy assigned to the Agency ("Assigned Deputy") responds to cover outside the corporate limits. In all instances where this occurs, Agency has the right to ask for clarification as to the nature of the cover calls. A supervisor may assign a follow-up to contact the deputy as appropriate.

5.2 County shall assign one (1) deputy, forty (40) hours per week, to perform the services requested in this contract for a total of forty (40) hours of law enforcement coverage per week within the corporate limits of the City of Sublimity. In the event county staffing levels prohibit assigning a deputy to provide contract services, the County will provide emergent services to include responding to calls and patrol needs as time allows. The county will bill for services provided until such a time as a full-time deputy is assigned. County, in consultation with the Agency and conformance with Marion County Law Enforcement Association (MCLEA) Collective Bargaining Agreement, shall determine the working hours

for the deputy assigned. Vacation hours, sick leave hours, or training needed, as determined by County will count towards the 40-hour workweek. During times of leave, County will continue to provide law enforcement services to Agency in a timely manner, depending on the nature of calls for service. There may be instances where contract deputies may not be available due to being off duty or not yet on duty. A supervisor may hold a call until the contract deputy is on duty. This would only be in extreme cases where priority (emergency) calls for service preclude a deputy from another district responding to Agency on non-emergency call types. All calls will be answered or followed up on. Some calls for service may be answered or followed up by the agency-assigned deputy.

- 5.3 The assigned deputy is in no way considered an employee of Agency and shall be directed by the operational and personnel policies of County. Salaries and fringe benefits will be provided by County.
- 5.4 The rendition of law enforcement services, the standards of performance, the discipline of the deputy, and other matters incident to the performance of such services and the control of the personnel so employed, shall remain with County. Issues arising from the contracted services and deputy assigned will be taken care of through Agency representatives and County. Agency may establish law enforcement priorities, which County will communicate to the deputy.
- 5.5 For the purpose of this contract and the service herein, County shall furnish and supply all necessary labor, supervision, equipment, radio communication facilities, and supplies necessary to maintain the level of service rendered.
- 5.6 County shall inform Agency of the deputy's tentative monthly schedule at least a week prior to the beginning of the schedule. County shall attempt to accommodate the request for coverage by Agency.
- 5.7 The assigned deputy or Contract Sergeant may attend City Council and /or police commission meetings to the extent Agency requests such attendance prior to the meeting.
- 5.8 County shall provide extra patrol for Agency, when deemed necessary, in case of emergency or when an assigned deputy requests backup, based on availability at no extra cost to Agency.
- 5.9 Routine patrol will be a part of law enforcement district responsibilities. This will include the assigned deputy checking on businesses and residential areas, as time allows. Any requested service outside the details outlined in this contract shall be discussed during City Council meetings and mutually agreed upon by Agency and County.
- 5.10 Contract deputy will be proactive and seek out positive methods of community policing.
- 5.11 Deputies will have the ability to take vacations and/or sick leave and is part of their contractual agreement. If the municipality would like additional coverage (i.e., vacation

Coverage) while the assigned deputy is on leave, that will need to be negotiated or can be part of the overtime assessment of this contract. A typical deputy will accrue up to two weeks of vacation leave per year.

- 5.12 The assigned deputy has access to all the services that the Sheriff's Office provides to our staff. This includes but is not limited to: Detectives, Community Relations Unit, Search and Rescue, Evidence, forensics (Fingerprint, evidence collection), Special Weapons and Tactics (SWAT), and direct working relations with Parole and Probation. In the event of a major incident, these resources may be utilized by the assigned deputy.
- 5.13 If additional projects arise within the contract areas, the Sheriff's Office resources may be assigned to assist in the contracting agency, overtime for special projects, and additional resources may be covered within this current contract.
- 5.14 The agency grants the County full municipal policing authority. The county shall cite offenders to the Sublimity Municipal Court for all violations within the court's jurisdiction.
- 5.15 County shall provide the Agency a report of the previous month's activities by the 15th of each month.
- 5.16 The county will submit monthly billings with the actual costs of Personnel Services and prorated monthly costs for material and services, to include indirect costs identified in the attached incorporated in Exhibit A.
- 5.17 Agreements may be renewed annually upon agreement by both parties, regarding the budget items and revision to Exhibit A.
- 5.18 Agency must notify County of its intent to renew before May 1st. At that time, both parties will then negotiate a version of the budgetary items in Exhibit A. Each renewal must be in writing, incorporate the revision to Exhibit A, and can be extended by both parties. County will provide Agency budget projections for the upcoming fiscal year by April 1st.
- 5.19 County will work collaboratively with Agency during the deputy interview process. Following the interview process, the County will present the interview panel's selection to Sublimity City Council for final approval.

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. 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).

10. 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.

11. NOTICES

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

For Agency:
City of Sublimity
Attn: Mayor Michael Taylor
245 NW Johnson st
PO BOX 146
Sublimity, OR 97385
michael.taylor@cityofsublimity.org

For County:
Sheriff's Office
PO BOX 14500
SO-Contracts@co.marion.or.us

12. 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.

*Signatures on page 6

MARION COUNTY SIGNATURE
BOARD OF COMMISSIONERS:

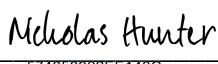
Chair _____ Date _____

Commissioner _____ Date _____

Commissioner _____ Date _____

Authorized Signature:

Signed by:



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 _____ 6/3/2025
Department Director or designee _____ Date _____

Authorized Signature:

DocuSigned by:



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 _____ 6/5/2025
Chief Administrative Officer _____ Date _____

Reviewed by Signature:

Signed by:



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 _____ 6/4/2025
Marion County Legal Counsel _____ Date _____

Reviewed by Signature:

DocuSigned by:



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 _____ 6/2/2025
Marion County Contracts & Procurement _____ Date _____

CITY OF SUBLIMITY

Authorized Signature: _____ Date: _____

Title: _____

Exhibit A

Marion County Sheriff's Office
Sublimity Budget
3/26/2025

FY25-26 Preliminary Budget
Personnel
100% Deputy Tom Barber

Salary & Benefits	Overtime	Total Personnel Services	Materials & Services	Admin Charges	Total Annual Cost
191,794	11,030	203,424	44,636	24,893	272,953

Retiree Medical Trust
600

Materials & Services

2025-26 Per FTE	
	407
	335
	238
	601
	3,357
	349
	492
	135
	650
	142
	269
	19,050
	847
	67
	200
	375
	16,481
	640
	44,636

Administrative Charges (10.03%)	24,893
Total Indirect Costs	24,893

****Note:** Overtime amounts are to include holidays worked, court overtime and special event coverage estimated at 11 days per deputy per year at their overtime rate including benefits