

REVIEWED

LEGAL COUNSEL

**INTERGOVERNMENTAL AGREEMENT
FOR LAW ENFORCEMENT SERVICES
CITY OF SISTERS
DESCHUTES COUNTY DOCUMENT #2025-193**

This Intergovernmental Agreement for Law Enforcement Services (this “Agreement”) is made effective for all purposes as of the Effective Date (as defined below) and is entered into between Deschutes County (“County”), a political subdivision of the State of Oregon, acting by and through Deschutes County Sheriff’s Office (“Sheriff”), and City of Sisters (“City”), an Oregon municipal corporation.

- A. City desires to contract with Sheriff for law enforcement services within its boundaries; and
- B. Sheriff agrees to provide the law enforcement and related services set forth in this Agreement (collectively, the “Services”), which law enforcement services will be consistent with those law enforcement services provided throughout County; and
- C. Sheriff and City are committed to community policing principles and will partner to provide superior public safety and services to City’s citizens in accordance with City input and Sheriff’s customer service philosophy; and
- D. ORS 190.010 authorizes Sheriff and City to enter into this Agreement.

It is agreed as follows:

1. Duration

- 1.1. **Effective Date.** This Agreement will be deemed binding and effective on July 1, 2025, or the date this Agreement is fully executed by the parties, whichever is later (the “Effective Date”).
- 1.2. **Term; Termination.**
 - 1.2.1. The term of this Agreement will commence on July 1, 2025. Unless extended or terminated earlier in accordance with its terms, this Agreement shall terminate at 11:59 p.m. on June 30, 2030 (the “Term”). Subject to the terms and conditions contained in this Agreement, this Agreement may be terminated by either party upon 180 days’ prior written notice to the other party; provided, however, neither party may terminate (unilaterally) this Agreement prior to June 30, 2028, unless such termination is “for cause” under Section 1.2.2. The Term may be extended only by the parties’ mutual written agreement.
 - 1.2.2. Either party may terminate this Agreement (for cause) immediately upon notice to the other party upon the occurrence of any of the following events: (a) continuous and/or repeated documented problems occur in connection with the other party’s performance of its obligations under this Agreement; and/or (b) the other party breaches and/or otherwise fails to perform any of such other party’s representations, warranties, covenants, and/or obligations contained in this Agreement.
 - 1.2.3. Prior to a party’s termination of this Agreement for cause under Section 1.2.2, the non-defaulting party will provide the alleged defaulting party prior written notice of the alleged default (the “Default Notice”), which Default Notice will specify with

reasonable particularity the default the non-defaulting party believes exists. Commencing on the alleged defaulting party's receipt of the Default Notice, the alleged defaulting party will have ten (10) days within which to cure or remedy the alleged default(s) (the "Cure Period"); provided, however, if the nature of the default(s) is such that it cannot be completely remedied or cured within the Cure Period, there will not be a default by the alleged defaulting party under this Agreement if the alleged defaulting party begins correction of the default within the Cure Period and thereafter proceeds with reasonable diligence to effect the remedy as soon as practicable.

- 1.2.4. Notwithstanding anything contained in this Agreement to the contrary, termination of this Agreement shall not (a) affect any obligations or liabilities accrued prior to such termination, and/or (b) constitute a waiver or termination of any rights, claims, and/or causes of action the non-defaulting party may have against the defaulting party.

2. Statement of Work

- 2.1. In addition to all other Sheriff obligations under this Agreement, Sheriff agrees to:
 - 2.1.1. Provide all law enforcement services within the corporate limits of City. Sheriff shall perform duties and functions of the type customarily provided by Sheriff, including, but not limited to response to calls for service, patrol in City's corporate limits, traffic enforcement, criminal investigation and apprehension of criminal suspects, and enforcement of City's municipal code and ordinances pertaining to health and safety violations. Enforcement of City's municipal code and ordinances pertaining to health and safety violations shall be mutually determined by Sheriff and City's city manager (or their respective designees). Sheriff will perform all Services subject to and in conformance with applicable laws and standards and practices generally accepted within the Oregon law enforcement profession, including, but not limited to, those imposed under and/or promulgated by Oregon Department of Public Safety Standards and Training ("DPSST"). To the fullest extent permitted by applicable law, fines, penalties, fees, and/or revenues generated in connection with Sheriff's performance of the Services, including enforcement of City's municipal code and ordinances, are payable to City. Sheriff releases its interest in any revenues generated by applicable fines, penalties, and fees and such revenues will be paid to City by the court of appropriate jurisdiction.
 - 2.1.2. Be responsible for standards of performance and discipline of all Sheriff personnel performing the Services, and matters in the performance of the law enforcement services. Sheriff is responsible for submitting all reports and documents to Deschutes County District Attorney's Office and all other appropriate governing courts, jurisdictions or agencies.
 - 2.1.3. Provide City a monthly report of releasable information consistent with Oregon law and Sheriff's practices, and all other information reasonably requested by City (in coordination with the Lieutenant (as defined below)), of all law enforcement activities, including number of deputy dispatches, number of traffic stops and results, and number of arrests and violations performed by Sheriff

within City's incorporated limits. A quarterly report will be provided on current and year-to-date expenditures for salaries and overtime benefits.

- 2.1.4. At least once per month during the Term, Lieutenant will attend Council meetings to provide a report on Sheriff's law enforcement services. Sheriff reserves the right to send a designee in the Lieutenant's place.
- 2.1.5. Sheriff will furnish and provide, at Sheriff's cost and expense, all labor, supervision, materials, vehicles, equipment (including cell phones and applicable data plans), radio communication facilities, computers (including software and email addresses), and supplies necessary or appropriate to perform the Services (the parties acknowledge that the compensation payable by City to Sheriff under this Agreement is intended to compensate Sheriff for all such costs and expenses). Sheriff will be solely responsible for obtaining Sheriff's own benefits and providing such benefits to Sheriff personnel, including, but not limited to, insurance, medical reimbursements, and retirement plans. Notwithstanding anything contained in this Agreement to the contrary, Sheriff employees assigned to City will remain employees of Sheriff; City will not be deemed a joint employer of Sheriff's employees. Sheriff personnel are not entitled to any benefits which accrue to employees of City, including, unemployment benefits, contributions to the Public Employee Retirement System, workers' compensation insurance, medical insurance, dental insurance, and life and disability insurance.
- 2.1.6. Provide fully equipped patrol vehicles that include the standard Deschutes County Sheriff's Office markings and City's emblem. The parties will mutually agree to the form, content, and size of the additional markings for all City designated patrol vehicles. Sheriff will maintain City designated patrol cars in good and operable appearance and condition and will pay for all patrol vehicle maintenance, repairs, and insurance (and will be responsible for all vehicle damage).
- 2.1.7. During the Term, Sheriff will assign one lieutenant (the "Lieutenant") to serve as Sheriff's primary contact for purposes of communication and coordination with City concerning the Services. Sheriff will assign the Lieutenant subject to and in accordance with the assignment procedures under Section 2.1.8. Lieutenant will directly supervise assigned Sheriff deputies. Lieutenant will remain accessible and responsive to City; provided, however, the overtime rate will apply if Lieutenant is required to respond to a City request for assistance outside Lieutenant's regularly scheduled hours. If the city manager reasonably determines necessary, and approved by the Sheriff (or designee), Lieutenant will (a) attend and participate in City management (department head) meetings, and (b) attend and participate in official City functions, celebrations, commissions, community meetings, and other functions. Subject to the terms and conditions contained in this Agreement, the city manager may provide input to Lieutenant concerning the Services, including input concerning the following: (x) enforcement priorities and City goals; (y) involvement in community events (e.g. National Night Out), neighborhood meetings, dedications, and similar events; and (z) coordinating the scheduling of assigned deputies.

- 2.1.8. In addition to the Lieutenant, Sheriff will provide three DPSST certified regular fully commissioned Sheriff deputies to perform the Services in accordance with **Exhibit A**. Sheriff will employ and assign the Lieutenant and three regular deputies Sheriff is required to provide under this Agreement. At the request of the City and mutual agreement with the Sheriff, there is an option to amend this agreement to add a fourth deputy under the terms provided in **Exhibit B**. Sheriff may assign volunteer reserve deputies to provide certain Services to support Sheriff's regular deputies on a limited basis, consistent with Sheriff's then-existing practices and procedures, and as Sheriff determines reasonably necessary; provided, however, City will not pay Sheriff any compensation for the Services performed by reserve deputies under this Agreement. City is permitted to participate in the personnel selection process for deputies and Lieutenant assigned to City and Sheriff will consider City's input. Sheriff will provide recommended applicants for any vacant positions for City's review and consideration. City will provide input as to the selection of deputies and Lieutenant through its city manager. Assigned deputies and Lieutenant will remain in the position, consistent with Sheriff's special assignment rotational positions. Sheriff will provide replacement law enforcement personnel in a manner intended to ensure uninterrupted Services. In the event of a vacant position and after a period of sixty (60) calendar days, compensation for the position will be calculated on a pro-rated basis as found in **Exhibit A**. If a position remains vacant for sixty (60) calendar days, the City may request to have the Sheriff initiate a reassignment of a deputy to fill the vacancy. Filling a vacant position due to deputy reassignment, assignment rotation, promotion, retirement, or discipline is a priority to the Sheriff's Office and every attempt will be made to fill a vacant position under these circumstances within 60 days. If a deputy is on protective leave including FMLA, OFLA, Paid Leave Oregon, Workers' Compensation or is on administrative leave due to a Critical Incident or other circumstances of extended leave the position will be evaluated on a case-by-case basis, with both parties coming to a mutually agreed-upon decision and timeline to temporarily reassign a deputy to the position.
- 2.1.9. Subject to the terms and conditions contained in this Agreement, Sheriff will provide additional deputies for special events or unusual or special circumstances, and subject to the terms and conditions contained in this Agreement, City will pay Sheriff in accordance with **Exhibit A** of this Agreement (which may include overtime compensation, if applicable). City and Lieutenant will determine scheduling of overtime.
- 2.1.10. The Lieutenant, or other designee, will provide the City with an Annual Report for law enforcement services in the City. The Annual Report will review the prior year's work and the goals, objectives, and service priorities for the upcoming year. The Lieutenant will present the Annual Report to the City Council on or about the end of February.

- 2.2. City grants full municipal law enforcement authority to Sheriff to the fullest extent permitted under applicable law.

3. Compensation

- 3.1. In consideration of Sheriff's performance of the Services in accordance with this Agreement, City shall pay Sheriff the amounts set forth in Section 3.2. Such payments shall be paid quarterly, no later than the 15th of January, April, July and October.
- 3.2. Commencing on the Effective Date, City will pay Sheriff the amount(s) identified in the attached **Exhibit A**. Commencing on July 1, 2026, and continuing on the same day each year thereafter until July 1, 2030, the quarterly compensation payable by City under this Agreement for deputy compensation (not "support" costs) will escalate (increase) by six percent (6%) and support costs will increase by five percent (5%) over the quarterly compensation payable during the immediately preceding twelve-month period. Excepting the additional compensation identified in **Exhibit A** and Supporting Numbers 6, and 7, total compensation payable by City for Sheriff's performance of Services will not exceed those amounts identified in **Exhibit A** each fiscal year (July 1-June 30) (subject to the annual escalation adjustment provided under this Section 3.2) without the parties' prior written consent. If the parties agree to amend this agreement to add a fourth deputy as provided in 2.1.8, the amount payable will be determined by **Exhibit B** with payment prorated if implemented after the start of a quarter. Notwithstanding anything contained in this Agreement to the contrary, no later than March 1, 2028, the parties will review this Agreement to determine whether any changes or modifications to the compensation payable by City under Section 3 are necessary or appropriate, including, but not limited to, continuation of the annual escalation provided under this Section 3.2 for the remaining two years of the Term.

4. Independent Contractors; No Partnership

- 4.1. Sheriff is an independent contractor of City. Sheriff (and its personnel) is not an employee of City. Subject to the terms and conditions contained in this Agreement, Sheriff will be free from direction and control over the means and manner of performing the Services. This Agreement does not establish a joint venture or partnership between City and Sheriff.
- 4.2. City will not withhold any taxes from any payments made to Sheriff. Sheriff will be solely responsible for paying all taxes arising out of or resulting from Sheriff's performance of the Services, including, but not limited to, income, social security, workers' compensation, and employment insurance taxes for all deputies, Lieutenant, and all other Sheriff personnel. Sheriff will be solely responsible for obtaining all licenses, approvals, and certificates necessary or appropriate to perform the Services. Each party will obtain and maintain workers' compensation insurance covering the party's employees in form and amount sufficient to satisfy the requirements of applicable Oregon law.

5. Constraints

- 5.1. This Agreement is subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated. Any provisions herein which would conflict with law are inoperative.

6. Insurance; Indemnification

- 6.1. City will obtain and maintain insurance policies that provide adequate coverages for all risks normally insured against by the party. Sheriff is self-insured through Deschutes County and will maintain insurance coverage with limits no less than those limits identified in the attached **Exhibit C**.

- 6.2. To the fullest extent permitted by law, each party (the “Indemnifying Party”) will defend, indemnify, and hold the other party (the “Indemnified Party”) and the Indemnified Party’s officers, employees, agents, and representatives harmless for, from, and against all claims, demands, actions, suits, damages, liabilities, costs, and expenses, including, but not limited to, attorney fees and costs, arising out of or related to the following: (a) the Indemnifying Party’s (and/or its officers, deputies, employees, agents, and/or representatives) performance of its obligations under this Agreement (including, but not limited to, performance of the Services in the case of Sheriff); and/or (b) the Indemnifying Party’s breach and/or failure to perform such Indemnifying Party’s representations, warranties, obligations, and/or covenants under this Agreement; and (c) the Indemnifying Party’s negligent or otherwise wrongful conduct. The Indemnified Party will promptly notify the Indemnifying Party of a claim. The Indemnifying Party will have the right to retain counsel of its choosing and will control the defense and settlement of the claim; provided, however, the Indemnifying Party will not have the right to make any settlement or take any other action which may be deemed to confess wrongdoing by the Indemnified Party, could reasonably be expected to have a negative effect on the Indemnified Party, and/or provide for injunctive or other non-monetary relief adverse to the continuing interest of the Indemnified Party without the Indemnified Party’s prior written consent.

7. Non-Discrimination

- 7.1. Both parties agree that no person shall, on the grounds of race, color, national origin, gender, religion, marital status, family relationship, sexual orientation, or age, suffer discrimination in the performance of this Agreement. Each party will comply with Title VI of the Civil Rights Act of 1964, with Section V of the Rehabilitation Act of 1973, and with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Additionally, each party shall comply with the American with Disabilities Act of 1990, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws.

8. Arbitration Required and Attorney Fees; Applicable Law

- 8.1. Any dispute or claim that arises out of or that relates to this Agreement, or the interpretation, breach, or default thereof, or to the existence, scope or validity of this Agreement, shall be resolved by arbitration by filing a claim with Arbitration Service of Portland, Inc. Judgment upon the award rendered pursuant to such arbitration may be entered in Deschutes County Circuit Court. If suit or action is brought, or an arbitration proceeding is initiated, to enforce or interpret any of the provisions of this Agreement, or that arise out of or relate to this Agreement, the prevailing party shall be entitled to reasonable attorney fees and costs. The determination of the prevailing party and the amount of the reasonable attorney fees and costs to be paid to the prevailing party shall be decided by the arbitrator.
- 8.2. This Agreement will be construed, applied, and enforced in accordance with the laws of the State of Oregon. Any action or proceeding arising out of this Agreement will be litigated in courts located in Deschutes County, Oregon. Each party consents and submits to the jurisdiction of any local, state, or federal court located in Deschutes County, Oregon. This Agreement may be signed in counterparts.

9. Assignment; Notices

- 9.1. This Agreement is binding on each party, its successors, assigns, and legal representatives, and may not, under any circumstance, be assigned or transferred by either party.
- 9.2. Any notice required under this Agreement must be in writing. Any notice will be deemed given when personally delivered or delivered by email transmission (with electronic confirmation of delivery), or will be deemed given three days following delivery of the notice by U.S. mail, certified, return receipt requested, postage prepaid, by the applicable party to the address of the other party first shown above (or any other address that a party may designate by notice to the other party), unless that day is a Saturday, Sunday, or legal holiday, in which event it will be deemed delivered on the next following business day.

10. No Waiver; Severability; Remedies

- 10.1. The failure to enforce any provision of this Agreement shall not constitute a waiver by either party to that or any other provision of this Agreement. Any changes or modifications to this Agreement require the parties' mutual written agreement.
- 10.2. Each provision contained in this Agreement will be treated as a separate and independent provision. The unenforceability of any one provision will in no way impair the enforceability of any other provision contained herein. Any reading of a provision causing unenforceability will yield to a construction permitting enforcement to the maximum extent permitted by applicable law.
- 10.3. This Agreement contains the entire agreement and understanding between the parties with respect to the subject matter of this Agreement and contains all the terms and conditions of the parties' agreement and supersedes any other oral or written negotiations, discussions, representations, and/or agreements. Neither party may assign any of the party's rights and/or obligations under this Agreement to any person without the prior written consent of the other party. Subject to the immediately preceding sentence, this Agreement will be binding on the parties and their respective heirs, executors, administrators, successors, and permitted assigns and will inure to their benefit. All exhibits, schedules, instruments, and other documents referenced in this Agreement are part of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be binding and effective for all purposes as of the Effective Date.

DESCHUTES COUNTY SHERIFF'S OFFICE:

Kent van der Kamp, Sheriff

Dated this ____ day of _____ 2025

DESCHUTES COUNTY BOARD OF COMMISSIONERS:

Anthony DeBone, Chair

Patty Adair, Vice Chair

Phil Chang, Commissioner

ATTEST:

Dated this ____ day of _____ 2025

Recording Secretary

CITY OF SISTERS:

Jordan Wheeler, City Manager

Dated this ____ day of _____ 2025

CITY COUNCIL FOR THE CITY OF SISTERS:

Jennifer Letz, Mayor

Sarah McDougall, Council President

Michael Preedin, Councilor

Gary Ross, Councilor

Cheryl Pellerin, Councilor

Dated this ____ day of _____ 2025