

Contract Review Sheet

Intergovernmental Agreement

SO-6599-25

Title: City of Aurora 2025-26 LE Services

Contractor's Name: City of Aurora

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: \$ 268,063.00

Previous Amendments Amount: \$ -

Current Amendment: \$ -

New Contract Total: \$ 268,063.00

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 Aurora for the FY 2025-26.

Desired BOC Session Date: 6/11/2025

Contract should be in DocuSign by: 5/21/2025

Agenda Planning Date 5/29/2025

Printed packets due in Finance: 5/27/2025

Management Update 5/27/2025

BOC upload / Board Session email: 5/28/2025

BOC Session Presenter(s) Commander Jason Bernards

Code: Y

REQUIRED APPROVALS

Finance - Contracts

Date

Contract Specialist

Date

Legal Counsel

Date

Chief Administrative Officer

Date



MARION COUNTY BOARD OF COMMISSIONERS

## Board Session Agenda Review Form

Meeting date: June 11, 2025Department: Sheriff's OfficeTitle: City of Aurora- Law Enforcement Services FY25-26Management Update/Work Session Date: May 27, 2025 Audio/Visual aids ☐Time Required: 5 mins Contact: Bethany Johnston Phone: x3261**Requested Action:**

Staff request approval of the incoming funds for the Intergovernmental Agreement with the City of Aurora in the Amount of \$268,063.00 to provide patrol services for the city from July 1, 2025 through June 30, 2026.

**Issue, Description & Background:**

The Marion County Sheriff's Office will provide one (1) full time deputy to patrol the City of Aurora for the 2025-26 fiscal year.

**Financial Impacts:**

The incoming funds generated are estimated to be \$268,063.00 to provide services to the City of Aurora.

**Impacts to Department & External Agencies:**

The incoming funds will pay for one (1) FTE

**List of attachments:**

Original Contract, Contract Review Sheet and Agenda Review Form

**Presenter:**

Commander Jason Bernards

**Department Head Signature:**

DocuSigned by:  
  
A8360599C95D420...

**INTERGOVERNMENTAL AGREEMENT**  
**Between**  
**MARION COUNTY and CITY OF AURORA**  
**SO-6599-25**

**1. PARTIES TO AGREEMENT**

This Agreement between City of Aurora, 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 for the period of July 1, 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 Agency fails to provide services called for by this agreement within the time specified herein or any extension thereof.
- 3.4.5 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.
- 3.5 Any such termination of this agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.
- 3.6 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.
- 3.7 As part of routine patrol, the assigned deputy will check on businesses and residential areas. As time allows, patrol deputies will provide additional routine patrol as part of their patrol district responsibilities. Any requested services outside the details outlined in this agreement shall be discussed during City Council meetings and shall be mutually agreed upon by Agency and County.
- 3.8 Contract deputy will be proactive and seek positive methods of community policing.
- 3.9 If additional projects arise within the contracted area, Sheriff's Office resources may be assigned to assist the contracting Agency. Overtime for special projects and additional resources may be covered within the current contract.
- 3.10 Agreement may be renewed annually by mutual consent of budget items and revision to Exhibit A. Agency must notify County of its intent to renew before May 1<sup>st</sup>.
- 3.11 Agency and County may negotiate revisions to the budgetary items in Exhibit A. Each renewal must be in writing, incorporate the revision to Exhibit A and be executed by both parties. County will provide Agency with a budget projection for the upcoming fiscal year no later than April 1<sup>st</sup>.
- 3.12 County and Agency shall collaborate on the deputy interview process. Following the interview process, the County will present the interview panel's selection to the Aurora City Council for final approval.

#### **4. FUNDING AND BILLING**

- 4.1 For such services provided in Exhibit A, Agency agrees to pay County monthly, upon receipt of an invoice for the amount billed. The maximum not-to-exceed compensation of this Agreement is \$268,063.00, unless increased by amendment of this agreement. This sum is an estimated maximum payment amount obligated by Agency for the services provided. Payments under this contract shall be made on a fixed fee for service basis.

- 4.2 Requests for payment shall be submitted to the Agency monthly to the attention of: City of Aurora at the following address: 21420 Main St NE, Aurora, OR 97002.
- 4.3 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 based on the bargaining agreement reached with the unit. The actual amount of the contract agreement will reflect the rate of the deputy assigned to duty for the performance of the agreement.

## **5. OBLIGATIONS UNDER THE TERMS OF THIS AGREEMENT**

### **5.1 UNDER THE TERMS OF THIS AGREEMENT, AGENCY SHALL:**

- 5.1.1 Be directed by operational and personnel policies of the County. The assigned deputy is in no way considered an employee of the Agency. The salaries and fringe benefits of assigned deputy will be provided by County.
- 5.1.2 Grant to the County, full municipal policing authority.

### **5.2 UNDER THE TERMS OF THIS AGREEMENT, COUNTY SHALL:**

- 5.2.1 Provide law enforcement services for the citizens of the City of Aurora within the corporate limits of the city. There may be instances where the deputy assigned to the Agency ("assigned deputy") responds to cover outside of the corporate limits. In all instances where this occurs, the Agency has the right to ask for clarification as to the nature of the cover calls. A supervisor may assign follow-up to contact the deputy as appropriate.
- 5.2.2 Assign one (1) deputy, 40 hours per week to perform the services requested in the agreement. County, in consultation with the Agency and in conformance with the MCLEA Collective Bargaining Agreement, shall determine the working hours for the deputy assigned. Vacation hours, sick leave, 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 the calls for service. Some calls for service may be pending follow-up by the assigned deputy.
- 5.2.3 Remain in control of the personnel so employed. The rendition of law enforcement services, the standards of performance, the discipline of a deputy, and other matters incident to the performance of such services. Any Issues arising from the contracted services and the deputy assigned will be taken care of through the County and Agency representatives. Agency may establish law enforcement priorities which County will communicate to the deputy.

- 5.2.4 Furnish and supply all necessary labor, supervision, equipment, radio communication facilities, and supplies necessary to maintain the level of services to be rendered for the purpose of this agreement.
- 5.2.5 Inform Agency of the deputy's tentative monthly schedule at least a week prior to the beginning of the schedule.
- 5.2.6 Attempt to accommodate requests for coverage that have been requested by Agency.
- 5.2.7 Provide at no extra cost, extra patrol for Agency, when available and if necessary, in case of emergency or when an assigned deputy requests back-up.
- 5.2.8 Allow assigned deputy to have access to all services the Sheriff's Office provides to our staff. This includes but is not limited to: Detectives, Street Crimes (drug activity complaints), Community Relations Unit, Search and Rescue, Evidence, Forensics (fingerprint evidence), Special Weapons and Tactics (SWAT), and direct working relations with Parole and Probation. These resources may be utilized by the assigned deputy.
- 5.2.9 Cite offenders to the Aurora Municipal Court, for all violations that are within the jurisdiction of the Court.
- 5.2.10 Provide to Agency a report of the previous month's activities related to the Agency by the 15<sup>th</sup> 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. 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 the 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 Aurora Attn: City Recorder  
21420 Main St NE Aurora, OR 97002  
[Recorder@ci.aurora.or.us](mailto:Recorder@ci.aurora.or.us)

For County:

Sheriff's Office Attn: Contracts  
PO BOX 14500 Salem, OR 97309  
[SO-Contracts@co.marion.or.us](mailto: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.

*See signatures on next page*

**MARION COUNTY SIGNATURE  
BOARD OF COMMISSIONERS:**

\_\_\_\_\_  
Chair Date

\_\_\_\_\_  
Commissioner Date

\_\_\_\_\_  
Commissioner Date

Authorized Signature: \_\_\_\_\_  
Department Director or designee Date

Authorized Signature: \_\_\_\_\_  
Chief Administrative Officer Date

Reviewed by Signature: \_\_\_\_\_  
Marion County Legal Counsel Date

Reviewed by Signature: \_\_\_\_\_  
Marion County Contracts & Procurement Date

**CITY OF AURORA**

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_



Exhibit A  
Marion County Sheriff's Office  
Aurora Budget  
3/26/2025

FY25-26 Preliminary Budget

Personnel

100% Deputy Walker

Salary & Benefits		Total Personnel Services	Materials & Services	Admin Charges	Total Annual Cost
183,655	11,096	195,351	48,264	24,448	268,063

Retiree Medical Trust

600

Materials & Services

2025-26  
Per FTE

Office Supplies	407
Field Supplies	335
Departmental Supplies	238
Clothing	601
Gasoline	3,718
Computers Non Capital	346
Data Connections	492
Postage	135
Cell Phones	650
Laundry Services	142
Misc Contractual	269
Communication Services	19,050
Microsoft 365	847
Printing Services	67
Maint. - Office Equipment	200
Smart Export Lite -E-Cite Maintenance	375
Fleet	19,752
Training	640
Total Direct Costs	48,264

Administrative Charges (10.03%)	24,448
Total Indirect Costs	24,448

**\*\*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