

Contract Review Sheet

Intergovernmental Agreement

SO-6575-25

Title: City of Jefferson 2025-26 LE Patrol Services

Contractor's Name: City of Jefferson

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: \$ 757,521.00

Previous Amendments Amount: \$ -

Current Amendment: \$ -

New Contract Total: \$ 757,521.00

Amd% 0%

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

Source Selection Method: 50-0010 General Exemptions (IGAs Grants QRFs)

Description of Services or Grant Award

Marion County Sheriff's Office will provide Law Enforcement services within the City of Jefferson 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 Jefferson-Law Enforcement Services FY 25-26Management Update/Work Session Date: May 27, 2025 Audio/Visual aids ☐Time Required: 5 mins Contact: Bethany Johnston Phone: x3261

Requested Action:

Staff requests the incoming funds for the Intergovernmental Agreement with the City of Jefferson in the amount of \$757,521.00 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 three (3) full time deputies to patrol the City of Jefferson for the 2025-26 Fiscal Year.

Financial Impacts:

The incoming funds generated are estimated to be \$757,521.00

Impacts to Department & External Agencies:

The incoming funds will pay for three (3) FTE

List of attachments:

Contract review sheet, Board agenda review form, Original Contract

Presenter:

Commander Jason Bernards

Department Head Signature:

DocuSigned by:

Jay Bergmann

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INTERGOVERNMENTAL AGREEMENT
Between
MARION COUNTY and CITY OF JEFFERSON
SO-6575-25

1. PARTIES TO AGREEMENT

This Agreement between City of Jefferson, 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 the 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 the 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 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 \$757,521.00, 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 the contract will be reflective of the rate of the deputy selected/assigned to duty for the performance of the agreement.

- 4.3 Requests for payment shall be submitted to the Agency monthly, to the attention of: City of Jefferson at the following address: PO BOX 83, Jefferson OR 97352-0083. Final invoices are due no later than 30 days after closing.

5. OBLIGATIONS UNDER THE TERMS OF THIS AGREEMENT

5.1 UNDER THE TERMS OF THIS AGREEMENT, AGENCY SHALL:

- 5.1.1 Grant to the County full municipal police authority. County shall cite offenders to the Jefferson Municipal Court for all violations that are within the jurisdiction of the Court.
- 5.1.2 Notify the County of its intent to renew before May 1st. Agency and County will then negotiate revisions to 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.
- 5.1.3 Be directed by operational and personnel policies of County.

5.2 UNDER THE TERMS OF THIS AGREEMENT, COUNTY SHALL:

- 5.2.1 Provide law enforcement service for the citizens of the city of Jefferson within the corporate limits of the city. There may be instances where the deputy assigned to the Agency (“assigned deputy”) responds for cover outside of the corporate limits, In the instance where this occurs, the Agency has the right to ask for clarification as to the nature of the cover call. A supervisor(s) may assign follow-up to a contract deputy as appropriate.
- 5.2.2 Assign three deputies, 40 hours per week to perform the services requested in this agreement, for a total of 120 hours of law enforcement coverage per week within the corporate limits of the City of Jefferson. In the event the County staffing levels prohibit assigning a deputy to provide contract services, the County will provide emergency services including responding to calls and patrol needed as time allows. The County will bill for services provided until such a time a full-time deputy is assigned. County, in consultation with Agency and in conformance with MCLEA Collective Bargaining Agreement shall determine the working hours for the deputies assigned. Vacation hours, sick 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 for 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 on duty yet. A supervisor may hold a call until the assigned 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.
- 5.2.3 Assign the deputies and in no way are they considered an employee of Agency. Salaries and fringe benefits will be provided by County.
- 5.2.4 Remain the rendition of law enforcement services, the standard of performance, the discipline of deputy, and other matters incident to the performance of such services and the control of the personnel so employed. Issues arising from the contracted services and deputy assigned will be taken care of through Agency representatives and County. The Agency may establish law enforcement priorities which County will communicate to the assigned deputy.
- 5.2.5 Furnish and supply all necessary labor, supervision, equipment, radio communication facilities, and supplies necessary to maintain the level of service to be rendered. For this Agreement and the services herein.
- 5.2.6 Inform Agency of the assigned deputy’s tentative monthly schedule at least a week prior to the beginning of the schedule. County shall attempt to accommodate requests for coverage that have been requested by Agency.

- 5.2.7 The assigned deputy of the Contract Sergeant may be allowed to attend City Council and/or police commission meetings to the extent the Agency requests such attendance prior to the meeting.
- 5.2.8 When assailable, provide at no extra cost extra patrol for Agency, if necessary, in case of emergency or when assigned deputy requests back-up.
- 5.2.9 As part of routine patrol, an 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 service outside the details outlined in this agreement shall be discussed during City Council meetings and shall be mutually agreed upon by Agency and County.
- 5.2.10 Assigned deputy will be proactive and seek positive methods of community policing.
- 5.2.11 As with our other service contracts, the ability for assigned deputies to take vacation and/or sick leave is considered part of the contractual agreement. If the municipality wants additional coverage (i.e., vacation coverage) while the assigned deputy is away that is negotiable or can be part of the overtime assignment of the agreement. A typical deputy will accrue up to two weeks of vacation per year.
- 5.2.12 The assigned deputy has access to all the services 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), SWAT, and direct working relations with Patrol and Probation. In the event of a major incident, these resources may be utilized by the assigned deputy.
- 5.2.13 In the event that additional projects arise within the contract areas, Sheriff's Office resources may be assigned to assist the contracting agency. Overtime for the special projects and additional resources may be covered within the current contract.
- 5.2.14 By the 15th of each month, County shall provide to Agency a report of the previous month's activities related to the Agency.
- 5.2.15 County will submit monthly billing with actual cost of Personnel Services and pro-rated monthly cost for Materials and Services and Indirect Costs identified in the attached and incorporated Exhibit A.
- 5.2.16 Agreement may be renewed annually upon agreement by both parties regarding the budget items and revision to Exhibit A. Agency must notify County of its intent to renew before May 1st. Agency and County will then negotiate revisions to 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.

- 5.2.17 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 Jefferson 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 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 Jefferson
Attn: City Manager/Recorder
PO Box 83
Jefferson, OR 97352-0023
scook@jeffersonoregon.org

For County:
Sheriff's Office
PO BOX 14500
Salem, OR 97309
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.

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 JEFFERSON

Authorized Signature: _____ Date: _____

Title: _____

Exhibit A

Marion County Sheriff's Office
City of Jefferson
3/26/2025

FY25-26 Preliminary Budget

100% Deputy Connelly
100% Deputy K. Jones
100% Deputy West

Salary & Overtime* Benefits *		Total Personnel Services	Materials & Services	Admin Charges	Total
168,294	10,657	179,551	40,623	23,030	243,204
168,110	10,657	179,367	40,623	23,030	243,020
196,386	10,657	207,643	40,623	23,030	271,296
532,790	31,972	566,562	121,868	69,091	757,521

Retiree Medcical Trust per FTE	Total
600	1800

Materials and Services

2025-26 Per FTE	3 FTE
Office Supplies	407 1,220
Field Supplies	335 1,006
Departmental Supplies	238 715
Clothing (includes 1 Vest Replacement)	1,072 3,216
Gasoline	3,890 11,670
Computers Non Capital	346 1,039
Data Connections	492 1,476
Postage	135 406
Cell Phones	650 1,950
Laundry Services	142 426
Misc Contractual	269 807
Communication Services	19,050 57,151
Microsoft 365	847 2,540
Printing Services	67 201
Maint. - Office Equipment	200 600
Smart Export Lite -E-Cite Maintenance	125 375
Fleet	11,717 35,150
Training	640 1,920
Total Direct Costs	40,623 121,868

Administrative Charges (10.03%)	69,091
Total Indirect Costs	69,091

****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