

# Contract Review Sheet

Intergovernmental Agreement

**SO-7072-26**

Title: City of Jefferson 2026-27 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, 2026

Expires: June 30, 2027

Original Contract Amount: \$ 801,120.00 Previous Amendments Amount: \$ -

Current Amendment: \$ - New Contract Total: \$ 801,120.00 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 2026-27.

Desired BOC Session Date: 7/15/2026

Contract should be in DocuSign by: 6/24/2026

Agenda Planning Date: 7/2/2026

Printed packets due in Finance: 6/30/2026

Management Update: 6/30/2026

BOC upload / Board Session email: 7/1/2026

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

## REQUIRED APPROVALS

Sandra L. Fixsen 06/25/2026  
Finance - Contracts Date

Bethany Johnston 06/26/2026  
Contract Specialist Date

Andrew Wittendorf 06/29/2026  
Legal Counsel Date

Jan Fritz 06/29/2026  
Chief Administrative Officer Date  
Jan Fritz (Jun 29, 2026 15:53:21 PDT)



MARION COUNTY BOARD OF COMMISSIONERS

# Board Session Agenda Review Form

Meeting date: July 15, 2026

Department: Sheriff's Office

Title: City of Jefferson- Law Enforcement Coverage

Management Update/Work Session Date: June 30, 2026 Audio/Visual aids

Time Required: 5 minutes Contact: Bethany Johnston Phone: x3261

Requested Action:

Issue, Description & Background:

Financial Impacts:

Impacts to Department & External Agencies:

List of attachments: Contract review sheet, Board agenda review form, IGA

Presenter:

Department Head Signature: 

*Jeremy Landers*  
Jeremy Landers (Jun 26, 2026 09:51:23 PDT)

**REQUEST FOR AUTHORIZATION OF CONTRACT  
SO-7072-26**

**Date:** June 9, 2026  
**To:** Chief Administrative Officer  
**Cc:** Contract File  
**From:** Bethany Johnston

**I. Subject: Retroactive**

The Marion County Sheriff's Office is requesting approval of a retroactive contract as described in Section 10-0580 of the Marion County Public Contracting Rules. The contract is with City of Jefferson for City of Jefferson 2026-27 LE Patrol Services with a value of \$801,120.00 and will be effective retroactive to 7/1/2026 upon approval.

**A. BACKGROUND**

The County's prior agreement with City of Jefferson is set to expire on June 30, 2026. In advance of this expiration, the County initiated negotiations with the City in late March 2026 to establish a new agreement for Fiscal Year 2026-27 to provide law enforcement services within the City. These negotiations have been extensive and ongoing due to the complexity of aligning budgetary requirements and cost allocations between the two.

Despite the absence of a fully executed agreement, the Marion County Sheriff's Office has continued to provide law enforcement services to the City of Jefferson in good faith while the proposed contract is under review and pending approval by the Board of Commissioners. This approach has been taken to ensure continuity of public safety services for residents of the City during the negotiation and approval process.

**B. As required in Section 10-0580(2)(a), Department staff will provide an explanation of why the contract was not submitted before performance began:**

The Contract was initiated and submitted for review prior to the commencement of performance; however, it remained in the review and execution process and had not yet been fully approved at the time services began.

**C. As required in Section 10-0580(2)(b), Department staff will provide a description of the steps being taken to prevent similar occurrences in the future:**

During the negotiation period, multiple meetings were conducted to align budgetary constraints, cost structures, and service expectations. This process required a detailed review of both County and City of Jefferson budget limitations. The negotiations were complex, as they involved balancing the fiscal constraints and operational needs of both parties to reach a mutually acceptable agreement.

To prevent similar challenges in the future, the Department will implement earlier budget coordination with partner jurisdictions, establish clear cost parameters, and utilize more negotiation timelines to promote alignment prior to finalizing the agreement.

However, due to the inherent complexity of multi-jurisdictional contract negotiations, similar timing challenges may still arise in the future despite good faith efforts to initiate discussion well in advance of contract expiration.

Submitted by:

*Bethany Johnston*

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Bethany Johnston  
Sheriff's Office

Reviewed by:

*Sandra L. Lippman*

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Contracts & Procurement

Acknowledged by:

*Jeremy Landers*

Jeremy Landers (Jun 26, 2026 09:51:23 PDT)

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Department Head

Acknowledged by:

*Jan Fritz*

Jan Fritz (Jun 29, 2026 15:53:21 PDT)

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Jan Fritz, CAO

**INTERGOVERNMENTAL AGREEMENT**  
**Between**  
**MARION COUNTY and CITY OF JEFFERSON**  
**SO-7072-26**

**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 Agency will provide law Enforcement Service 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, 2026, through June 30, 2027, unless sooner terminated or extended as provided herein.
- 3.2 This Agreement may be renewed annually upon mutual written agreement of the parties. As a condition of renewal, the parties shall review and as necessary, revise the budget and scope of services set forth in Exhibit A.

The Agency must notify County of its intent to renew by March 1<sup>st</sup> of each year. Upon such notice, the parties shall negotiate revisions to Exhibit A. Each renewal shall be in writing, incorporate the revision to Exhibit A, and shall be executed by both parties.

The County will provide Agency with a budget projection for the upcoming fiscal year no later than April 1<sup>st</sup>.

- 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.

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

- 4.1 The total amount paid under this Agreement shall not exceed \$801,120.00 as indicated in Exhibit A, which also includes the cost of the Automated License Plate Reader Cameras, installation, SanDisk memory card, software licensing fee and the WIFI air cards monthly service fees.
- 4.2 Payments under this Agreement 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 Agreement will be reflective of the rate of the selected/assigned deputy 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 The Agency shall provide notice of its intent to renew this Agreement in accordance to section 3.3.
  - 5.1.3 Be directed by operational and personnel policies of County.

5.1.4 Authorize Expenditures: Agency-provided funds under this Agreement may be used by the County for the purchase of equipment, materials, supplies, repairs and maintenance necessary to fulfill the duties and objections described herein.

5.2 UNDER THE TERMS OF THIS AGREEMENT, COUNTY SHALL:

5.2.1 Provide law enforcement services for the citizens of the City of Jefferson within the corporate limits of the city. The assigned Deputy to the Agency may, at the direction of a supervisor or as required by operational necessity, respond to incidents or requests for assistance outside the City's corporate limits. In such instances, the Agency may request and the County shall provide reasonable clarification regarding the nature and circumstances of the response/call to cover. Supervisory personnel retain sole authority to assign, direct, and approve any follow-up to the assigned deputy when deemed appropriate.

5.2.2 The County shall assign three deputies, each scheduled for 40 hours per week, to perform the services required under 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 County staffing levels do not permit the assignment of deputy as scheduled, the County shall make reasonable efforts to provide law enforcement services on an emergency-response basis, including responding to calls for service and providing patrol coverage as resources allow.

5.2.3 The County shall bill the Agency for services provided under this Agreement until such time as a full-time deputy is reassigned.

The County, in consultation with the Agency and in accordance with the applicable MCLEA collective bargaining agreement, shall determine the work schedules and hours of the assigned deputies. Approved vacation leave, sick leave, and required training, as determined by the County, shall be counted towards each assigned deputy's 40 hour work week.

5.2.4 During periods of leave or temporary unavailability of assigned deputies, continue to provide law enforcement services in a timely manner, with response priority determined by the nature of the urgency of calls of service. There may be instances where an assigned deputy is off duty or not yet on duty. In limited and exceptional circumstances, a supervisor may delay response to non-emergency calls for service until the assigned deputy becomes available, provided that high-priority (emergency) calls preclude response by deputies from other districts.

5.2.5 Ensure that all calls for service are responded to or otherwise followed up on within a reasonable time based on call priority.

5.2.6 Assign the deputies to perform services under this Agreement. At all times, such deputies shall remain employees of the County and shall not be considered employees, agents, or representatives of the Agency for any purpose.

- 5.2.7 Be solely responsible for the payment of all salaries, wages, and fringe benefits, including but not limited to insurance, retirement and payroll taxes, for all deputies assigned under this Agreement.
- 5.2.8 Retain full responsibility for the delivery of law enforcement services, including the standard of performance, the discipline of deputies, and all other matters related to service execution and management of personnel. Any issues arising from the provision of the services or involving the assigned deputies will be addressed through coordination between the Agency's representative and the County. The Agency may establish law enforcement priorities, which the County will communicate to the assigned deputies.
- 5.2.9 The County shall furnish and provide all personnel, supervision, radio communication capabilities, equipment, and other supplies necessary to perform and maintain the level of law enforcement services specified in this Agreement.

Unless otherwise expressly provided in the Agreement, all such personnel, equipment, and resources shall be furnished at the County's expense.

- 5.2.10 Provide the Agency with the assigned deputies' tentative monthly schedule no later than seven days prior to the start of the applicable schedule period.
- 5.2.11 Make reasonable efforts to accommodate Agency requests for specific coverage needs, provided such requests are submitted in advance and are consistent with operational requirements and applicable collective bargaining agreements.
- 5.2.12 The County shall allow assigned deputies to attend City Council and/or Police Commission meetings upon prior request by the Agency.

All such requests shall be coordinated through the Contract Sergeant in advance of the scheduled meeting and shall be subject to operational availability. Attendance shall be in accordance with the Agency's direction as specified in the request.

- 5.2.13 Assign deputies to conduct routine patrols of businesses and residential areas within the designated patrol district. Deputies may perform additional patrols as time permits, consistent with their duties and responsibilities within the district. Any services requested that are not expressly described in this Agreement shall be submitted for consideration during the City Council meetings and shall be provided only upon mutual agreement.
- 5.2.14 In addition to the service provided by assigned deputies, the County shall provide supplemental patrol and backup support within the Agency's jurisdiction as part of the overall law enforcement services under this Agreement.

Such support may include proactive patrol, emergency response, and assistance to assigned deputies as needed to maintain service levels. The provision of supplemental support shall be at no additional cost to the Agency; however, it shall be subject to the County's operational priorities and the availability of personnel.

- 5.2.15 The County retains sole authority to assign deputies under this Agreement, including the approval and management of vacation leave, sick leave, and other authorized absences, in accordance with applicable County policies and the governing collective bargaining agreement.

If the Agency requests additional coverage during an assigned deputy's absence, including vacation or other leave, such coverage may be provided based on personnel availability and may be fulfilled through overtime or other staffing arrangements in accordance with this Agreement.

Deputy leave accrual and usage shall be governed by the applicable collective bargaining agreement and County policy.

- 5.2.16 The County shall provide assigned deputies access to the services and specialized resources available through the Sheriff's Office, including but not limited to: Detectives, Community Relations Unit (CRU), Search and Rescue, Special Weapons and Tactics (SWAT), Crash Analysis Reconstruction Team (CRASH), Unmanned Aerial Systems (UAS), and coordination with Parole and Probation.

Such resources may be utilized by assigned deputies in the performance of services under this Agreement. The deployment and use of these resources shall be subject to County operational priorities, policies, and personnel availability, particularly in the event of major incidents.

- 5.2.17 Ensure that contracted deputies perform their duties in a proactive manner, including actively engaging in community-oriented policing practices that promote interactions, problem-solving, and trust-building within the community.

- 5.2.18 Make Sheriff's Office resources available to assist the Agency with additional projects arising with the contracted service area, subject to operational priorities and availability. Any overtime associated with special projects, as well as additional resources provided, shall be administered in accordance with the terms of this Agreement and, where applicable, covered herein.

- 5.2.19 Provide to Agency by the 15<sup>th</sup> of every month, a report of the previous month's activities related to the Agency.

- 5.2.20 Submit a monthly billing with actual costs of the Personnel service and a pro-rated monthly cost for Materials and Services along with indirect costs identified in the attached and incorporated Exhibit A.

- 5.2.21 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.

- 5.2.22 **Ownership of Equipment and Materials:** All equipment, materials, supplies and property acquired with Agency funds under this Agreement shall, upon acquisition, be

titled in and owned exclusively by the County. The Marion County Sheriff's Office, as a division of the County, shall possess and utilize such property solely for the purpose of performing services under this Agreement on behalf of the County.

Such property shall remain the sole property of the County throughout the term of this Agreement and following its expiration or termination. The Agency shall have no ownership, reversionary, or residual interest in such property. All payments made by the Agency for such items constitute consideration for services provided under this Agreement and do not confer any ownership interest or property rights.

Upon expiration or termination of this Agreement, the County shall have sole authority to determine the disposition of such property in accordance with applicable County property management policies, policies, including continued use within County operations, reassignment, transfer, sale, or designation as surplus. Any transfer or sale to the Agency shall be at the County's sole discretion and, if applicable, at fair market value or other mutually agreed terms.

**5.2.23 Maintenance, Repair and Disposal:** The County shall be solely responsible for the maintenance, repair, upkeep, control and lawful disposal of all equipment, materials, supplies and other property acquired under this Agreement. The Marion County Sheriff's Office shall administer and perform such responsibilities as an internal division of the County and solely on the County's behalf.

All such activities shall be conducted in accordance with applicable County policies and procedures and applicable law and shall remain subject to the County's exclusive ownership and disposition authority as set forth in Section 5.2.22.

## **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 with 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 by 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 9352-0023  
[scook@jeffersonoregon.org](mailto:scook@jeffersonoregon.org)

For County:  
Sheriff's Office  
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.

**MARION COUNTY SIGNATURE  
BOARD OF COMMISSIONERS:**

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

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

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

Authorized Signature: *Jeremy Landers* 06/26/2026  
Jeremy Landers (Jun 26, 2026 09:51:23 PDT)  
\_\_\_\_\_  
Department Director or designee Date

Authorized Signature: *Jan Fritz* 06/29/2026  
Jan Fritz (Jun 29, 2026 15:53:21 PDT)  
\_\_\_\_\_  
Chief Administrative Officer Date

Reviewed by Signature: *Andrew Wittendorf* 06/29/2026  
\_\_\_\_\_  
Marion County Legal Counsel Date

Reviewed by Signature: *Janina L. Ripan* 06/25/2026  
\_\_\_\_\_  
Marion County Contracts & Procurement Date

**CITY OF JEFFERSON SIGNATURE**

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

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

# Exhibit A

**Marion County Sheriff's Office  
City of Jefferson  
6/3/2026**

**FY26-27 Preliminary Budget**

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

Salary & Benefits	Overtime*	Total Personnel Services	Materials & Services	Admin Charges	Total
177,035	10,654	187,689	45,960	24,276	257,925
174,661	10,654	185,315	45,960	24,276	255,551
204,956	10,654	215,610	45,960	24,276	285,846
556,652	31,961	590,413	137,879	72,829	801,120

**Materials and Services**

2025-26	Per FTE	3 FTE
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Office Supplies	407	0
Field Supplies	335	1,006
Departmental Supplies	238	715
Clothing (includes 1 Vest Replacement)	1,581	4,742
Gasoline	3,089	9,266
Computers Non Capital	858	2,575
Data Connections (includes ALPR qty 2)	819	2,456
Postage	135	0
Cell Phones	650	1,950
Laundry Services	142	426
Public Safety Program (Chaplin Services)	269	807
Communication Services	19,450	60,600
Fusion	308	923
Microsoft 365	1,488	4,463
Software Subscriptions (ALPR Rekor qty 2)	467	1,400
Printing Services	67	201
Maint. - Office Equipment	200	600
Computer Software Maintenance	125	375
Fleet	14,485	43,454
Training	640	1,920
<b>Total Direct Costs</b>	<b>45,753</b>	<b>137,879</b>

Administrative Charges (13.28%) 10% cap for FY26-27 72,829

**Total Indirect Costs 72,829**

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