

Contract Review Sheet

Intergovernmental Agreement

SO-6506-25

Title: OR Department of Forestry - Patrol Services

Contractor's Name: Oregon Department of Forestry

Department: Sheriff's Office

Contact: Kristy Witherell

Analyst: Sandra Fixsen

Phone #: (503) 373-4402

Term - Date From: July 1, 2025

Expires: June 30, 2030

Original Contract Amount: \$ 200,000.00

Previous Amendments Amount: \$ -

Current Amendment: \$ -

New Contract Total: \$ 200,000.00

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 (MCSO) will provide patrol services to the Oregon Department of Forestry (ODF) in the Santiam State Forest and on adjacent State Forest Land at locations determined by ODF through June 30, 2030. **The total reimbursement made to MCSO shall not exceed \$200,000.00 over the term of this agreement and will not exceed \$40,000.00 per fiscal year.**

Desired BOC Session Date: 4/9/2025

Contract should be in DocuSign by: 3/19/2025

Agenda Planning Date: 3/27/2025

Printed packets due in Finance: 3/25/2025

Management Update: 4/1/2025

BOC upload / Board Session email: 3/26/2025

BOC Session Presenter(s) Commander Bernards, Lieutenant Wilkinson, Sergeant Olson

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: Wednesday, April 9, 2025

Department: Sheriff's Office

Title: Oregon Department of Forestry Patrol Services Agreement

Management Update/Work Session Date: Tuesday, April 1, 2025 Audio/Visual aids

Time Required: 5 minutes Contact: Kristy Witherell Phone: x4402

Requested Action: Consider approval of an Incoming Funds Intergovernmental Agreement with the Oregon Department of Forestry (ODF) in the amount of \$200,000.00 for overtime patrol services in the Santiam State Forest and adjacent State Forest land from July 1, 2025 through June 30, 2030.

Issue, Description & Background: The purpose of this agreement is to provide additional law enforcement presence in the Santiam State Forest and adjacent State Forest land to help ensure public safety for those working and recreating in these areas. Marion County Sheriff's Office has had an agreement with ODF since January 2020 to provide these services.

Financial Impacts: Incoming funds will not exceed \$200,000.00 for the five-year term of the contract.

Impacts to Department & External Agencies: N/A

List of attachments: Board Agenda Review, CRS, IGA Agreement

Presenter: Cmdr. Jason Bernards, Lt. Matt Wilkinson, Sgt. Garrett Olson

Department Head Signature: Signed by: Nicholas Hunter

INTERGOVERNMENTAL AGREEMENT

Between

MARION COUNTY and OREGON DEPARTMENT OF FORESTRY

SO-6506-25

1. PARTIES TO AGREEMENT

This Agreement between Oregon Department of Forestry hereafter called ODF, and Marion County Sheriff's Office, acting on behalf of Marion County, a political subdivision of the state of Oregon, hereafter called MCSO, 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 MCSO will provide additional law enforcement presence in the Santiam State Forest and adjacent State Forest land to help ensure public safety for those working and recreating in these areas. Law enforcement will support forest management by protecting resources such as soil and water from damage as well as by discouraging the theft of forest products. The public contact provided by law enforcement on the forest will help to educate forest users and will encourage safe, lawful use of the forest. 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, 2030, unless sooner terminated or extended as provided herein.

3.2 Any modifications in the terms of such amendment shall be in writing.

3.3 ODF may terminate this Agreement effective upon delivery of written notice to MCSO, or at such other dates as may be established by ODF under any of the following conditions:

3.3.1 If ODF's funding is not continued at sufficient levels to allow for purchase of the specified services. When possible, and when agreed upon, the Agreement may be modified to accommodate a reduction in funds.

3.3.2 If MCSO fails to perform the work specified herein or fails to pursue the work so as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from ODF, fails to correct such failures within 30 days or such longer period as ODF may authorize.

3.4 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.

4. FUNDING AND BILLING

- 4.1 The total reimbursement made to MCSO shall not exceed \$200,000.00 over the term of this agreement and will not exceed \$40,000.00 per fiscal year (July 1 through June 30). Actual cost of services related to State Forest lands shall be reimbursed at the hourly rate for overtime. The hourly rate will be based upon the time the assigned deputy leaves the Public Safety Building located at 3610 Aumsville Hwy SE, Salem, OR 97317 and will account for vehicle use, employee benefits, dispatch services, and other items related to routine patrols. This rate, depending on the MCSO deputy assigned, will be \$87.43 - \$158.11 per hour.
- 4.2 Requests for reimbursement shall be submitted by the MCSO quarterly to the attention of: Santiam Unit Manager, Oregon Department of Forestry, North Cascade District, 930 W. Washington St. Suite 20, Stayton, OR 97383. Quarterly billings shall be submitted to ODF within 15 days following the end of the quarter:
 - 4.2.1 Billings shall reference this Agreement and shall be itemized to include the following:
 - 4.2.1.1 Deputy Sheriffs' names, hourly rates, and hours worked for personnel services.
 - 4.2.1.2 Description of materials and services and actual costs for other expenses.
 - 4.2.2 ODF shall be billed for costs associated with activities related to State Forest lands. Costs shall be billed in accordance with the provisions in Section 4 of this Agreement.

5. OBLIGATIONS UNDER THE TERMS OF THIS AGREEMENT

- 5.1 UNDER THE TERMS OF THIS AGREEMENT, MCSO SHALL:
 - 5.1.1 Provide additional patrols on ODF roads within the Santiam State Forest and provide law enforcement in the Santiam State Forest and on adjacent State Forest land at locations determined by ODF. Primary emphasis of patrols will be at ODF-administered recreation sites:
 - 5.1.1.1 These patrols will be any combination of regular patrol shifts and overtime patrol shifts that MCSO deems reasonable and able to fill. ODF recommends these additional patrols during weekends, holidays, hunting seasons and other times when there is an increase in use of these lands. These patrols should also be included to fulfill ongoing criminal investigations on these lands.
 - 5.1.1.2 MCSO may assign Deputy Sheriffs to other duties and to meet emergency needs.
 - 5.1.2 Provide marked vehicles for each Deputy Sheriff capable of traversing forest roads. Marked vehicles shall be equipped with all necessary communications equipment.
 - 5.1.3 Notify ODF's designated representatives as soon as possible of any incidents on State Forest lands involving a fatality, a shooting, Search and Rescue, or a life flight transport.

5.1.4 Provide ODF with quarterly written reports for all patrols and other services conducted under this Agreement. The quarterly report shall include the dates, Deputy Sheriff's name, time, and location of each patrol or service, and the results found, or action(s) taken. Services unrelated to State Forest lands shall be identified and shall not be billed to ODF:

5.1.4.1 For purposes of this Agreement, "services unrelated to State Forest lands" include, but are not limited to, search and rescue not on State Forest land and regular MCSO road patrol duties.

5.2 UNDER THE TERMS OF THIS AGREEMENT, ODF SHALL:

5.2.1 Provide MCSO an orientation to ODF policies, regulations, and administrative rules necessary to meet the purposes and requirements of this Agreement.

5.2.2 Work collaboratively with MCSO to develop and refine areas of emphasis and priority for law enforcement efforts on the Santiam State Forest. Review of emphasis and priorities is expected to occur in the spring and the fall seasons.

5.2.3 Provide maps of the State Forest land to be patrolled, on-the-ground orientation to these lands and information about specific problem areas and concerns.

5.2.4 Make payments to MCSO, per Section 4 of this Agreement, within 45 days of billing by MCSO.

6. FUNDS AVAILABLE AND AUTHORIZED PAYMENTS

6.1 ODF certifies, at the time the Agreement is executed, that sufficient funds are available and authorized for expenditure to finance the costs of this Agreement, within ODF's current appropriation and limitation.

6.2 MCSO understands and agrees that MCSO's receipt of payment under this Agreement attributable to the services performed and equipment purchased under this Agreement after the last day of the current biennium is contingent upon ODF receiving from the Oregon Legislative Assembly (including but not limited to its Emergency Board) appropriations, limitations, or other expenditure authority sufficient to allow ODF, in the exercise of its reasonable administrative discretion, to continue the compensation of MCSO under this Agreement. Nothing in this Agreement will be construed as permitting any violation of Article XI, Section 7 of the Oregon Constitution or any other law regulating liabilities or monetary obligations of the State of Oregon.

7. 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.

8. 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.

9. 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.

10. 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).

11. 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 their term and conditions.

12. ACCESS TO RECORDS

The Secretary of State's office of the State of Oregon, ODF, and their duly authorized representatives shall have access to the books, documents, papers, and records not otherwise privileged which are directly pertinent to the Agreement for the purpose of making audit, examination, excerpts, and transcript.

13. CONDITION OF PERFORMANCE

ODF's performance hereunder is conditioned upon MCSO's compliance with applicable law including provisions of ORS 279B.220, 279B.230 and 279B.235, which are hereby incorporated by reference.

14. REPRESENTATIVES

It is mutually agreed that the following shall be the designated representatives of each party for the purposes of administering this Agreement:

14.1 For ODF:

14.1.1 North Cascade District, Santiam Unit Manager

14.1.2 North Cascade District, Santiam Unit Lead Forester

14.2 For MCSO:

14.2.1 Marion County Sheriff

14.2.2 Marion County Enforcement Commander

14.2.3 Marion County Contract Sergeant

15. NOTICES

Any notice required to be given ODF or MCSO under this Agreement shall be sufficient if given, in writing, by first class mail or in person as follows:

For Oregon Department of Forestry:
North Cascade District, Santiam Unit
Manager
930 W. Washington St. Suite 20
Stayton, Oregon 97383

For Marion County Sheriff's Office:
Attn: Kristy Witherell
PO BOX 14500
Salem, OR 97309
SO-Contracts@co.marion.or.us

16. 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

OREGON DEPARTMENT OF FORESTRY SIGNATURE:

Authorized Signature: _____ Date: _____

Title: _____