

Contract Review Sheet

Intergovernmental Agreement

SO-2736-19 - Am3

Title: Inmate Work Crew Agreement #8176

Contractor's Name: Oregon Parks and Recreation Department

Department: Sheriff's Office Contact: Kristy Witherell

Analyst: Sandra Fixsen Phone #: (503) 373-4402

Term - Date From: February 17, 2019 Expires: December 31, 2030

Original Contract Amount: \$ 90,000.00 Previous Amendments Amount: \$ 115,625.00

Current Amendment: \$ 75,000.00 New Contract Total: \$ 280,625.00 Amd% 212%

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

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

Description of Services or Grant Award

Amendment #3 is updating the agreement language and updating the daily rates through the term of the contract. This agreement did not have a not-to-exceed amount identified when it was first established, therefore, in 2021 it went over the \$100,000 incoming funds threshold without the proper formal signatures. It was not discovered until Amendment #3 of the agreement when the vendor asked for the not-to-exceed amount to be set at \$75,000 over the next 5 years of the contract.

MCSO adult in custody work crews provide landscaping and land conservation services to the OR Parks and Rec. department.

Amendment 1 - updates the daily rate, contact information, and work crew quantity language.

Amendment #2 - Updates the daily rates from \$850 per day to \$950 per day. Updates the overtime rates from \$1,275 per day to \$1,425 per day and extends the IGA through January 1, 2026.

Desired BOC Session Date: 1/28/2026 Contract should be in DocuSign by: 1/7/2026

Agenda Planning Date 1/15/2026 Printed packets due in Finance: 1/13/2026

Management Update 1/13/2026 BOC upload / Board Session email: 1/14/2026

BOC Session Presenter(s) Commander Jacob Ramsey 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: January 28, 2026Department: Sheriff's OfficeTitle: Amendment #3 to the Incoming Funds Intergovernmental Agreement with Oregon Parks and Recreation DepartmentManagement Update/Work Session Date: Tuesday, January 13, 2026 Audio/Visual aids ☐Time Required: 5 minutes Contact: Kristy Witherell Phone: x4402

Requested Action:

Staff is requesting approval of the incoming funds Intergovernmental Agreement with the Oregon Parks and Recreation Department in the amount of \$75,000 for a contract total of \$280,625.00 through December 31, 2030.

Issue, Description & Background:

Since 2011, Marion County Sheriff's Office has provided AIC work crews to clean up and maintain the State Parks around Marion County. The adults in custody provide landscaping and land conservation services at a daily work crew rate. Amendment #3 updates the daily work crew rate and extends the term through December 31, 2030. This agreement was originally signed off and approved without a not-to-exceed amount identified. It should have come to the Board in early 2021 for formal approval in 2021, when it went over \$100,000 in incoming funds. Attached is a spreadsheet of the history of what has been received for payment on this contract.

Financial Impacts:

Adding \$75,000 for a new contract total of \$280,625.00.

Impacts to Department & External Agencies:

N/A

List of attachments:

Original Contract, Amendments 1-3

Presenter:

Commander Jacob Ramsey

Department Head Signature:

Signed by: Nicholas Hunter
574858962EE148C...

REQUEST FOR AUTHORIZATION OF CONTRACT SO-2736-19

Date: January 5, 2026
To: Chief Administrative Officer
Cc: Contract File
From: Kristy Witherell

I. Subject: Reinstatement

The Marion County Sheriff's Office is requesting approval to reinstate a contract as described in Section 10-0570 of the Marion County Public Contracting Rules. The contract is with Oregon Parks and Recreation Department for Inmate Work Crew Agreement No. 8176 with a value of \$280,625.00 and upon approval will be reinstated and in full force and effect, as if it had not expired with a new expiration date of 12/31/2030.

A. BACKGROUND

Since 2019, Marion County has provided Adults in Custody work crew services to the Oregon Department of Parks and Recreation. This is an Incoming Funds Intergovernmental Agreement. The initial contract value was \$90,000 through January 1, 2024. It was amended in 2022 to modify the daily rates. There was no monetary increase to the contract. In 2024, the IGA was amended for a second time for an increase of funding in the amount of \$115,625.00 and extend the terms through January 1, 2026. The final and current amendment is to add \$75,000.00 in funding and extend the terms through December 31, 2030. The contract total is now \$280,625.00.

B. As required by MCPCR, a concise written statement must be submitted meeting the requirements of 10-0570(1).

The amended agreement came to the Sheriff's Office from Oregon Department of Parks and Recreation in mid-December. In order to get the proper signatures on the agreement, it will need to go to Board Session, which the next available date is January 28, 2026. The current contract expired on January 1, 2026.

Submitted by:

Reviewed by:

Kristy Witherell
Sheriff's Office

Contracts & Procurement

Acknowledged by:

Acknowledged by:

Department Head

Jan Fritz, CAO

REINSTATEMENT AND AMENDMENT #3
to
STATE OF OREGON INTERGOVERNMENTAL AGREEMENT 8176
Marion County Statewide Inmate Work Crews

This is Reinstatement and Amendment 3 (Amendment) to Intergovernmental Agreement 8176 (Agreement) between the State of Oregon, acting by and through its Oregon Parks and Recreation Department (OPRD), and Marion County by and through its Sheriff's Office ("MCSO"), each a Party, and together, the Parties. The Agreement was effective on 03/26/2019. This Amendment is in effect on the date of the last signature and terminates on 06/30/2030, unless terminated earlier in accordance with Section 16 of the Agreement.

REINSTATEMENT

The Agreement is hereby reinstated in accordance with Oregon Administrative Rule 137-047-0800 and continues in full force and effect as if it had not expired.

AMENDMENT

The Agreement is hereby amended as follows (new language is indicated by **bold underlining** and deleted language is indicated by ~~[brackets and strikethrough]~~).

I. The Agreement is hereby amended as follows:

1. SECTION 3: Effective Date and Duration

CHANGE the following:

This Agreement is effective on the date of the last signature ("Effective Date") and terminates on ~~[January 1, 2026]~~ **December 31, 2030**, unless terminated earlier in accordance with Section 16.

2. Section 4. Authorized Representatives:

CHANGE the following:

4.1 OPRD'S Authorized Representative is:

~~[Ryan Sparks, OPRD Valley Region Office
10991 Wheatland Rd NE, Gervais, OR 97026
503-390-0639 fax
503-390-0639 ext. 222 Office
Ryan.sparks@oregon.gov]~~

Kevin Strandberg (Contract Administrator)
Oregon Parks and Recreation Department
10991 Wheatland Road N.E.
Gervais, OR 97026
503-393-1172 x23
kevin.strandberg@oprds.org

4.2 MCSO'S Authorized Representative is:

~~[Lt. Jeremy Gilmore
3950 Aumsville Hwy, Salem, OR 97317]~~

~~503-588-6805~~

~~JGilmore@co.marion.or.us~~

Sgt. Gabe Reece

3950 Aumsville Hwy, Salem, OR 97317

503-540-8030

GRreece@co.marion.or.us

3. Section 6. Compensation and Payment Term:

CHANGE the following:

6.1 OPRD agrees to pay MCSO for AIC work crew(s) at the following rates:

6.1.1 [~~\$950 per day for 7-10 adults in custody and \$475 for 3-6 adults in custody.~~] The rates below include all costs to complete the work as outlined in Exhibit A, including the cost to have the Marion County Deputy required to **always** remain on site with the AIC work crew [~~at all times~~]. Rates effective [~~January 1, 2024~~] **January 1, 2026, to December 31, 2030.**

Overtime services are available upon request and availability for work provided outside normal business hours.

Overtime services will be billed at a rate of [~~\$1425.00~~] **\$89.93-\$138.63** per day for services provided (7:30 a.m. to 4:30 p.m.) Friday through Sunday. **Each following year billed rates may increase at a minimum of 3%.**

July 1, 2025 – June 30, 2026 – Daily: \$1,150

Overtime Rate: \$1,725

July 1, 2026 – June 30, 2027 – Daily: \$1,250

Overtime Rate: \$1,875

July 1, 2027 – June 30, 2028 – Daily: \$1,350

Overtime Rate: \$2,025

July 1, 2028 – June 30, 2029 – Daily: \$1,450

Overtime Rate: \$2,175

July 1, 2029 – June 30, 2030 – Daily: \$1,550

Overtime Rate: \$2,325

II. Except as expressly amended above, all other terms and conditions of the original Agreement are still in full force and effect.

III. Contractor certifies that the representations, warranties and certifications contained in the original Agreement are true and correct as of the effective date of this Amendment, and with the same effect as though made at the time of this Amendment.

THE PARTIES, by execution of this Amendment, hereby acknowledge that their signing representatives have read this Agreement, as amended, and understand it, and agree to be bound by its terms and conditions.

Signatures.

Marion County Sheriff's Office (MSCO's)

By: *See attached signature page*

Name and Title

Date

**State of Oregon acting by and through its
Oregon Parks and Recreation Department (OPRD)**

By: _____

Name and Title

Date

Approved for Legal Sufficiency in accordance with ORS 291.047

By: _____ (by email dated XX-XX-20xx)

**SIGNATURE PAGE FOR
OR PARKS AND REC _ INMATE WORK CREW AGREEMENT _ STATE OF OR
AGREEMENT NO. 8176 - SO-2736-19 AMD 3
between
MARION COUNTY and OREGON PARKS AND RECREATION DEPARTMENT**

**MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:**

Chair	Date
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Commissioner	Date
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Commissioner	Date
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Authorized Signature:	Department Director or designee	Date
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Authorized Signature:	Chief Administrative Officer	Date
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Reviewed by Signature:	Marion County Legal Counsel	Date
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Reviewed by Signature:	Marion County Contracts & Procurement	Date
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Oregon Parks and Recreation Department - AIC Work Crew Accounts Receivable

2019 REVENUE:

VENDORS:	JAN.	FEB.	MAR.	APR.	MAY	JUN.	JUL.	AUG.	SEP.	OCT.	NOV.	DEC.	TOTAL:
OREGON STATE PARKS													
SILVER FALLS				\$7,800.00	\$2,275.00	\$0.00	\$650.00	\$3,575.00	\$2,925.00	\$8,775.00			\$26,000.00
DETROIT LAKE STATE PARK				\$2,600.00	\$3,900.00								\$6,500.00
CASCADIA													\$0.00
WILLAMETTE MISSION				\$0.00	\$1,625.00	\$3,250.00	\$1,300.00	\$1,300.00	\$1,300.00	\$2,600.00			\$11,375.00
CHAMPOEG				\$2,925.00	\$0.00								\$2,925.00
THOMPSON MILL						\$3,900.00	\$2,275.00			\$650.00			\$6,825.00
MOLALLA RIVER													\$0.00
													\$53,625.00

2020 REVENUE

VENDORS:	JAN.	FEB.	MAR.	APR.	MAY	JUN.	JUL.	AUG.	SEP.	OCT.	NOV.	DEC.	TOTAL:
OREGON STATE PARKS													
SILVER FALLS	\$ 3,575.00	\$ 4,225.00	\$ 1,950.00							\$ 4,225.00	\$ 1,300.00		\$ 15,275.00
WILLAMETTE MISSION	\$ 2,600.00	\$ 1,300.00	\$ 650.00								\$ 2,275.00	\$ 1,950.00	\$ 8,775.00
CHAMPOEG													\$ -
THOMPSON MILL											\$ 650.00		\$ 650.00
CASCADIA													\$ -
MOLALLA RIVER													\$ -
													\$ 24,700.00

Oregon Parks and Recreation Department - AIC Work Crew Accounts Receivable

2021 REVENUE:

VENDORS:	JAN.	FEB.	MAR.	APR.	MAY	JUN.	JUL.	AUG.	SEP.	OCT.	NOV.	DEC.	TOTAL:
OREGON STATE PARKS													
SILVER FALLS	\$3,900.00	\$5,200.00	\$6,175.00	\$6,825.00	\$1,300.00								\$23,400.00
WILLAMETTE MISSION													\$0.00
CHAMPOEG		\$975.00											\$975.00
THOMPSON MILL													\$0.00
CASCADIA													\$0.00
MOLALLA RIVER													\$0.00
													\$24,375.00

2022 REVENUE

VENDORS:	JAN.	FEB.	MAR.	APR.	MAY	JUN.	JUL.	AUG.	SEP.	OCT.	NOV.	DEC.	TOTAL:
OREGON STATE PARKS													
SILVER FALLS	\$ 3,250.00	\$ 3,575.00	\$ 4,550.00	\$ 5,525.00					\$ 5,950.00	\$ 6,800.00	\$ 6,800.00	\$ 4,250.00	\$ 40,700.00
WILLAMETTE MISSION				\$ 1,300.00									\$ 1,300.00
DETROIT LAKE STATE PARK			\$2,600.00		\$2,600.00								\$5,200.00
CHAMPOEG			\$ 1,300.00	\$ 1,625.00									\$ 2,925.00
THOMPSON MILL													\$ -
CASCADIA													\$ -
MOLALLA RIVER													\$ -
													\$ 50,125.00

Oregon Parks and Recreation Department - AIC Work Crew Accounts Receivable

2023 REVENUE:

VENDORS:	JAN.	FEB.	MAR.	APR.	MAY	JUN.	JUL.	AUG.	SEP.	OCT.	NOV.	DEC.	TOTAL:
OREGON STATE PARKS													
SILVER FALLS		\$ 6,375.00	\$ 9,350.00	\$ 5,100.00	\$ 9,350.00				\$ 5,950.00	\$ 4,250.00	\$ 3,400.00		\$ 43,775.00
WILLAMETTE MISSION													\$ -
CHAMPOEG													\$ -
THOMPSON MILL													\$ -
CASCADIA													\$ -
MOLALLA RIVER													\$ -
													\$ 43,775.00

2024 REVENUE:

VENDORS:	JAN.	FEB.	MAR.	APR.	MAY	JUN.	JUL.	AUG.	SEP.	OCT.	NOV.	DEC.	TOTAL:
OREGON STATE PARKS													
SILVER FALLS												\$4,750.00	\$4,750.00
WILLAMETTE MISSION													\$0.00
CHAMPOEG													\$0.00
THOMPSON MILL													\$0.00
CASCADIA													\$0.00
MOLALLA RIVER													\$0.00
													\$4,750.00

Oregon Parks and Recreation Department - AIC Work Crew Accounts Receivable

2025 REVENUE:

VENDORS:	JAN.	FEB.	MAR.	APR.	MAY	JUN.	JUL.	AUG.	SEP.	OCT.	NOV.	DEC.	TOTAL:
OREGON STATE PARKS													
SILVER FALLS	\$3,325.00						\$950.00						\$4,275.00
WILLAMETTE MISSION													\$0.00
CHAMPOEG													\$0.00
THOMPSON MILL													\$0.00
CASCADIA													\$0.00
MOLALLA RIVER													\$0.00
													\$4,275.00

Contract total: \$205,625.00

AMENDMENT 2 to OPRD #8176
INTERGOVERNMENTAL AGREEMENT

This is Amendment No. 2 to Intergovernmental Agreement No.8176 (the “Agreement”), dated March 26, 2019, This Agreement is between the State of Oregon acting by and through its Oregon Parks and Recreation Department (“OPRD”) and Marion County, by and through its Sheriff’s Department (“MCSO”), each a “Party” and, together, the “Parties”.

The Agreement is hereby amended as follows (*new language is indicated by **bold underlining** and deleted language is indicated by [brackets] and ~~strikethrough~~*):

1. Section 3. EFFECTIVE DATE AND DURATION

This Agreement is effective on the date of the last signature (“Effective Date”) and terminates on [~~January 1, 2024~~] **January 1, 2026**, unless terminated earlier in accordance with Section 16.

2. Section 4. AUTHORIZED REPRESENTATIVES, amend as follows:

4.2 MCSO’s Authorized Representative is:
[~~Sgt. Gabe Reece~~] **Lt. Jeremy Gilmore**
3950 Aumsville Hwy, Salem, OR 97317
[~~503-540-8030 Office~~] **503-588-6805**
[~~Greece@co.marion.or.us~~] **JGilmore@co.marion.or.us**

3. Section 6. COMPENSATION AND PAYMENT TERMS, amend Section 6.1.1 as follows:

“6.1 OPRD agrees to pay MCSO for **AIC** work crew(s) at the following rates:

[~~\$750 per day for up to eight (8) AICs.~~] **\$950 per day for 7-10 adults in custody and \$475 for 3-6 adults in custody.** The rates include all costs to complete the work as outlined in Exhibit A, including the cost to have the Marion County Deputy required to remain on site with the **AIC** work crew at all times. Rates effective January 1, 2024.

Overtime services are available upon request and availability for work provided outside normal business hours.


Starting [~~July 1, 2022~~] **January 1, 2024**, Overtime services will be billed at a rate of [~~\$1275.00~~] **\$1425.00** per day for services provided (7:30 a.m. to 4:30 p.m.) Friday through Sunday.

This amendment shall become effective upon signatures by both parties. Except as expressly amended above, all other terms and conditions of original agreement are still in full force and effect.

AGREED:

DocuSigned by:	
Marion County Sheriff's Office (MCSO)	
By: <u>A8360599C95D420...</u>	12/15/2023
Signature	Date
Jay Bergmann	Undersheriff
Print Name	Title

PARKS AND RECREATION DEPARTMENT (OPRD)

By:  0AEAF1C0D5A340D...	1/2/2024
Signature	Date
Kevin Strandberg	Operations Manager
Print Name	Title

SIGNATURE PAGE FOR
OR PARKS AND REC _ INMATE WORK CREW AGREEMENT _ STATE OF OR
AGREEMENT NO. 8176 - SO-2736-19
between
MARION COUNTY and OREGON PARKS AND RECREATION DEPARTMENT

MARION COUNTY SIGNATURES

Authorized Signature:	<div style="border: 1px solid black; padding: 2px;"> <small>DocuSigned by:</small>  <small>A8360599C95D420</small> </div>	12/15/2023
	Department Director or designee	Date
Authorized Signature:	<div style="border: 1px solid black; padding: 2px;"> <small>DocuSigned by:</small>  <small>DC16351248DE4EC...</small> </div>	12/18/2023
	Chief Administrative Officer	Date
Reviewed by Signature:	<div style="border: 1px solid black; padding: 2px;"> <small>DocuSigned by:</small>  <small>AFD8EB7C0923416...</small> </div>	12/18/2023
	Marion County Legal Counsel	Date
Reviewed by Signature:	<div style="border: 1px solid black; padding: 2px;"> <small>DocuSigned by:</small>  <small>E4592AF8CAA542C...</small> </div>	12/14/2023
	Marion County Contracts & Procurement	Date



Marion County
OREGON
FINANCE DEPARTMENT

Contract Review Sheet

SO-2736-19 (1)

Intergovernmental Agreement #: SO-2736-19 Amendment #: 1

Contact: Camille Brignon Department: Sheriff's Office

Phone #: 503-589-3261 Date Sent: Tuesday, May 3, 2022

Title: OR Parks and Recreation Adult in Custody Work Crew IGA No. 8176

Contractor's Name: Oregon Parks and Recreation

Term - Date From: February 27, 2019 Expires: January 1, 2024

Contract Total: \$ 90,000.00 Amendment: \$ - New Total: \$ 90,000.00

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

Source Selection Method: Exemption Rule/Statute: ORS 190.010

Description of Services or Grant Award

MCSO adult in custody work crews provide landscaping and land conservation services to the OR Parks and Rec. department.

Amendment 1 - updates the daily rate, contact information, and work crew quantity language.

Desired BOC Session Date: _____ BOC Planning Date: _____

Files submitted in CMS: _____ Printed packet & copies due in Finance: _____

BOC Session Presenter(s) _____

FOR FINANCE USE

Date Finance Received: 5/4/2022 Date Legal Received: _____

Comments: G

REQUIRED APPROVALS

DocuSigned by:

E4592AF8CAA542C. 5/4/2022

Finance - Contracts Date

DocuSigned by:

D0CFC5B04B9F483. 5/9/2022

Legal Counsel Date

DocuSigned by:

24F6D1523CBA467... 5/9/2022

Contract Specialist Date

DocuSigned by:

DC16351248DE4EC... 5/9/2022

Chief Administrative Officer Date

AMENDMENT 1 to OPRD #8176

INTERGOVERNMENTAL AGREEMENT

Amendment No. 1 to Intergovernmental Agreement No. 8176 (the "Agreement"), dated March 26, 2019, This Agreement is between the State of Oregon acting by and through its Oregon Parks and Recreation Department ("OPRD") and Marion County, by and through its Marion County Sheriff's Office ("MCSO"), each a "Party" and, together, the "Parties".

This Agreement is hereby amended as follows (new language is indicated by underlining and deleted language is indicated by [b]).

Section 2. PURPOSE, amend Section 2.2 as follows:

This Agreement establishes the responsibilities of MCSO and OPRD in the use of [inmate] adults in custody (AICs) "as needed" to provide labor for OPRD projects. MCSO will provide [inmate] AICs work crews for services including, but not limited to, highway-related work, landscaping, and public lands conservation and improvement work in various OPRD projects statewide upon completion of a Work Order Form (Exhibit C) with OPRD."

Section 4. AUTHORIZED REPRESENTATIVES, amend as follows:

OPRD's Authorized Representative is:

[Ryan Sparks] Kevin Strandberg, OPRD Valleys Region Office

10991 Wheatland Rd NE, Gervais, OR 97026

[503-390-0639 ext. 222 Office] 503-800-7019 Cell

[ryan.sparks@oregon.gov] Kevin.STRANDBERG@oprd.oregon.gov

MCSO's Authorized Representative is:

[Lt. Anna Jefferson] Sgt. Gabe Reece

3950 Aumsville Hwy, Salem, OR 97317

[503-540-8029 Office] 503-540-8030 Office

[ajefferson@co.marion.or.us] Greece@co.marion.or.us

Section 6. COMPENSATION AND PAYMENT TERMS, amend Section 6.1 as follows:

OPRD agrees to pay MCSO for [inmate] AIC work crew(s) at the following rates:

[\$650 per day for 7 to 10 inmates, and \$325 per day for 3 to 6 inmates.] \$750 per day for up to eight (8) AICs. The rates include all costs to complete the work as outlined in Exhibit A, including the cost to have the Marion County Deputy required to remain on site with the [inmate] AICs work crew at all times.

\$850 per day for up to eight (8) AICs starting July 1, 2022. The rates include all costs to complete the work as outlined in Exhibit A, including the cost to have the Marion County Deputy required to remain on site with the AIC work crew at all times.

Overtime services are available upon request and availability for work provided outside normal business hours. Overtime services will be billed at a rate of \$1125.00 per day for services provided (7:30 a.m. to 4:30 p.m.) Friday through Sunday and before June 30, 2022.

Starting July 1, 2022 Overtime services will be billed at a rate of \$1275.00 per day for services provided (7:30 a.m. to 4:30 p.m.) Friday through Sunday.

Section 10. INDEMNIFICATION, amend Section 10.1 as follows:

- 1 MCSO shall defend, save, hold harmless, and indemnify the State of Oregon and OPRD and their officers, employees, agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever including attorney's fees, resulting from, arising out of, or relating to the activities of MCSO or its officers, employees, subcontractors, or agents (including, but not limited to, [inmates] AICs who perform work) under this Agreement."

EXHIBIT A, STATEMENT OF WORK, amend as follows:

OPRD wishes to retain the services of MCSO to provide [inmate] AIC work crews and the supervision for said work ordered by OPRD. Services performed by MCSO will include but are not limited to, highway-related work, landscaping, arboriculture, and conservation and improvement work, upon completion of a Work Order Form (Exhibit C) as described in Part 2 of this Exhibit A.

OPRD will send a Work Order Form (Exhibit C) to MCSO's Authorized Representative when OPRD requires services to be performed by MCSO under this Agreement. The Work Order Form will include a detailed work description and a description of the services to be performed, location of work, anticipated work date, hours, location, and other information that OPRD believes will allow MCSO to perform the services. MCSO shall sign and return the Work Order Form to OPRD's authorized representative within 14 calendar days. MCSO will begin work under this Agreement as described in the Work Order after MCSO signs and returns a Work Order Form to OPRD.

MCSO shall perform the services under this Agreement as an independent contractor and shall be solely responsible for all costs and expenses related to the employment of individuals to perform the work under this Agreement, including, but not limited to, workers compensation, unemployment taxes, state and federal income tax withholdings, and insurance benefits.

The MCSO acknowledges its obligation to obtain appropriate insurance coverage for the benefit of the MCSO and its employees, as laid out in Exhibit B. The MCSO waives any rights to recovery from the OPRD for any injuries sustained by MCSO's employees while performing services under this Agreement that are a result of the negligence of the MCSO or MCSO's employees (including any [inmates] AICs performing work under this Agreement).

Upon completion of a Work Order Form (Exhibit C) with OPRD as described in Part 2 of this Exhibit A, MCSO agrees to:

- i.1 Provide [inmate] AIC work crews, adequately trained and clothed to perform the work requested, which shall consist of general maintenance and repair of facilities and grounds, including, but not limited to painting, clearing of brush and trash removal, storm damage clearing and repairs, mowing, trail maintenance, building maintenance, road maintenance, and construction. Work requested may also include larger scale projects related to park buildings, grounds, and trails.
- i.2 Provide the following on site at all times when performing work and services under this Agreement: At least one (1) person consisting of up to [(10) ten inmates] (8) eight AICs and (1) one Marion County Deputy, as laid out in more detail in the Work Order Form (Exhibit C) completed for the specific project.
- i.3 Comply with an [inmate] AIC work schedule Monday thru Thursday, 7:00 AM up to 3:30 PM unless other arrangements are requested by OPRD in the Work Order Form (Exhibit C) completed for the specific project. Travel time to and from the job site is included in the 7 AM to 3:30 PM work schedule. This agreement is dependent upon the availability of [inmate] AIC workers and the availability of funds.
- i.4 Supply basic hand and power tools and materials consistent with the work requirements, as provided more specifically in the Work Order Form (Exhibit C) completed for the specific project.

OPRD will supply specialty tools and materials needed for specific work as provided more specifically on the Work Order Form (Exhibit C) completed for the specific project."

ibit C, Section 7. General Compensation, amend as follows:

tes: [\$650 per day for 7 to 10 inmates, and \$325 per day for 3 to 6 inmates] The daily rate for up to (8) AIC's as refer
tion 6: Compensation and Payment terms. The rates include all costs for MCSO to perform, including costs for the M
nty Deputy required to remain on site with the AIC work crew at all times."

ment shall become effective upon signatures by both parties. Except as expressly amended above, all other terms an
of original agreement are still in full force and effect.

ounty Sheriff's Office (MCSO)

igned by:

Wood

JAD507F404...

5/5/2022

Date

Undersheriff

igned by:

Enty

51248DE4EC...

Title

5/9/2022

Date

Chief Administrative Officer

Title

igned by:

E Vetto

5B04B9F483...

5/9/2022

Date

Marion County Counsel

Title

igned by:

Wood

JF8CAA542C...

5/4/2022

Date

Contracts Compliance Analyst

Title

ND RECREATION DEPARTMENT (OPRD)

Smpl

05/12/22

Date

mption

Director

Title

INTERGOVERNMENTAL AGREEMENT

Agreement No. 8176

This Agreement is between the State of Oregon acting by and through its Oregon Parks and Recreation Department ("OPRD") and Marion County, by and through its Sheriff's Office ("MCSO"), each a "Party" and, together, the "Parties".

SECTION 1: AUTHORITY

This Agreement is authorized by ORS 190.110 and ORS 390.121.

SECTION 2: PURPOSE

- 2.1 OPRD is a state agency tasked with, among other things, protecting and maintaining Oregon's park system. The purpose of this Agreement is to allow OPRD to use MCSO to provide labor to fulfill those objectives, and for MCSO to receive payment for its services.
- 2.2 This Agreement establishes the responsibilities of MCSO and OPRD in the use of inmate workers "as needed" by OPRD to provide labor for OPRD projects. MCSO will provide inmate work crews for services including, but not limited to, highway-related work, landscaping, and public lands conservation and improvement work in various OPRD Parks statewide upon completion of a Work Order Form (Exhibit C) with OPRD.
- 2.2 MCSO and OPRD will cooperatively administer this Agreement and manage the operations of the work crews through joint project planning to accomplish the parties' mutual objectives and goals.

SECTION 3: EFFECTIVE DATE AND DURATION

This Agreement is effective on the date of the last signature ("Effective Date") and terminates on January 1, 2024, unless terminated earlier in accordance with Section 16.

SECTION 4: AUTHORIZED REPRESENTATIVES

- 4.1 OPRD's Authorized Representative is:

Ryan Sparks, OPRD Valleys Region Office
10991 Wheatland Rd NE, Gervais, OR 97026
503-390-0639 fax
503-390-0639 ext. 222 Office
ryan.sparks@oregon.gov

4.2 MSCO's Authorized Representative is:

Lt. Gerry Adcock
3950 Aumsville Hwy, Salem, OR 97017
503-566-6979 Office
gadcock@co.marion.or.us

4.3 A Party may designate a new Authorized Representative by written notice to the other Party.

SECTION 5: RESPONSIBILITIES OF EACH PARTY

- 5.1 MSCO shall perform the work set forth in Exhibit A, attached hereto and incorporated herein by this reference, upon completion of a Work Order Form (Exhibit C).
- 5.2 OPRD shall pay MCSO as described in Section 6.
- 5.3 OPRD shall view the PREA Contractor Training Presentation at the following link http://prezi.com/m5ngpfih1y8b/?utm_campaign and acknowledge the review and receipt of PREA training by signing, dating and returning the PREA Volunteer and Contractor Information Acknowledgement Form in Exhibit D before performing any work under this Agreement.

SECTION 6: COMPENSATION AND PAYMENT TERMS

- 6.1 OPRD agrees to pay MCSO for inmate work crew(s) at the following rates:
- 6.1.1 \$650 per day for 7 to 10 inmates, and \$325 per day for 3 to 6 inmates. The rates include all costs to complete the work as outlined in Exhibit A, including the cost to have the Marion County Deputy required to remain on site with the inmate work crew at all times.
- 6.1.2 Payment will be made monthly, for the work performed pursuant to a completed Work Order to OPRD's satisfaction during the prior month. Payment will only be made after submission of a satisfactory invoice. An invoice is satisfactory if it lists each Work Order by execute date and amount and include a copy of the executed work order(s) for the services completed.
- 6.3 All invoices requested for payment must be submitted to: OPRD's Authorized Representative.

SECTION 7: REPRESENTATIONS AND WARRANTIES

71. MCSO represents and warrants to OPRD that:
- 7.1.1 MCSO is a county duly organized and validly existing. MCSO has the power and authority to enter into and perform this Agreement;
 - 7.1.2 The making and performance by MCSO of this Agreement (a) have been duly authorized by MCSO, (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of MCSO's charter or other organizational document, and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which MCSO is party or by which MCSO may be bound or affected. No authorization, consent, license, approval of, or filing or registration with, or notification to, any governmental body or regulatory or supervisory authority is required for the execution, delivery, or performance by MCSO of this Agreement, other than those that have already been obtained;
 - 7.1.3 This Agreement has been duly executed and delivered by MCSO and constitutes a legal, valid, and binding obligation of MCSO enforceable in accordance with its terms;
 - 7.1.4 MCSO has the skill and knowledge possessed by well-informed members of the industry, trade, or profession most closely involved in providing the services under this Agreement, and MCSO will apply that skill and knowledge with care and diligence to perform its obligations under this Agreement in a professional manner and in accordance with the highest standards prevalent in the related industry, trade or profession; and
 - 7.1.5 MCSO shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform its obligations under this Agreement.
 - 7.1.6 The representations and warranties set forth in this section are in addition to, and not in lieu of, any other representations or warranties provided by MCSO.
- 7.2 OPRD represents and warrants to MCSO that:
- 7.2.1 OPRD has the power and authority to enter into and perform this Agreement;
 - 7.2.2 The making and performance by OPRD of this Agreement (a) have been duly authorized by all necessary action of OPRD, (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency, and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Agency is party or by which Agency may be bound or affected. No authorization, consent, license, approval of, or filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery, or performance by Agency of this Agreement, other than those that

have already been obtained; and

7.23 This Agreement has been duly executed and delivered by OPRD and constitutes a legal, valid, and binding obligation of OPRD enforceable in accordance with its terms.

7.3 The representations and warranties set forth in this Section are in addition to, and not in lieu of, any other representations or warranties provided.

SECTION 8: GOVERNING LAW, CONSENT TO JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between OPRD or any other agency or department of the State, or both, and MCSO that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon or OPRD of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, to or from any Claim or from the jurisdiction of any court. MCSO, by execution of this Agreement, hereby consents to the in personam jurisdiction of said courts.

SECTION 9: PREVENTION OF SEXUAL HARASSMENT, SEXUAL ASSAULT, AND DISCRIMINATION

As a material term of this Agreement, MCSO agrees to maintain a policy and practice of preventing sexual harassment, sexual assault, and discrimination against employees who are members of a protected class that meets the requirements established by Oregon Laws 2017, Chapter 212, Section (2). MCSO further agrees it will maintain this policy and practice for the duration of the Agreement and that it will certify to the existence and maintenance of this policy and practice.

SECTION 10: INDEMNIFICATION

10.1 MCSO shall defend, save, hold harmless, and indemnify the State of Oregon and OPRD and their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever, including attorney's fees, resulting from, arising out of, or relating to the activities of MCSO or its officers, employees, subcontractors, or agents (including, but not limited to, inmates who perform work) under this Agreement.

10.2 Notwithstanding MCSO's foregoing defense obligations, neither MCSO nor any attorney engaged by MCSO may defend the claim in the name of the State of Oregon or OPRD, settle a claim in the name of the State of Oregon or OPRD nor purport to act as legal representative of the State of Oregon, without first receiving from the Attorney General, in a form and

manner determined appropriate by the Attorney General, authority to act as legal counsel for the State of Oregon or OPRD. The State of Oregon may, at its election, assume its own defense and settlement in the event that the State of Oregon determines that MCSO is prohibited from defending the State of Oregon, or is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue and the State of Oregon desires to assume its own defense.

SECTION 11: MCSO DEFAULT

MCSO will be in default under this Agreement upon the occurrence of any of the following events:

- 11.1 MCSO fails to perform, observe, or discharge any of its covenants, agreements, or obligations under this Agreement;
- 11.2 Any representation, warranty, or statement made by MCSO in this Agreement or in any documents or reports relied upon by OPRD to measure the delivery of services, the expenditure of funds, or the performance by MCSO is untrue in any material respect when made;
- 11.3 MCSO (a) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (b) admits in writing its inability, or is generally unable, to pay its debts as they become due, (c) makes a general assignment for the benefit of its creditors, (d) is adjudicated a bankrupt or insolvent, (e) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (f) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition, or adjustment of debts, (g) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (h) takes any action for the purpose of effecting any of the foregoing; or
- 11.4 A proceeding or case is commenced, without the application or consent of MCSO, in any court of competent jurisdiction, seeking (a) the liquidation, dissolution, or winding-up, or the composition or readjustment of debts of MCSO, (b) the appointment of a trustee, receiver, custodian, liquidator, or the like of MCSO or of all or any substantial part of its assets, or (c) similar relief in respect to MCSO under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of 60 consecutive days, or an order for relief against MCSO is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

SECTION 12: OPRD DEFAULT

OPRD will be in default under this Agreement if OPRD fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Agreement.

SECTION 13: REMEDIES

- 13.1 In the event MCSO is in default under Section 11, OPRD may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to: (a) termination of this Agreement under Section 16, (b) reducing or withholding payment for work or Work Product that MCSO has failed to deliver within any scheduled completion dates or has performed inadequately or defectively, (c) requiring MCSO to perform, at MCSO's expense, additional work necessary to satisfy its performance obligations or meet performance standards under this Agreement, (d) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, or (e) exercise of its right of recovery of overpayments under Section 14 of this Agreement or setoff, or both. These remedies are cumulative to the extent the remedies are not inconsistent, and OPRD may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.
- 13.2 In the event OPRD is in default under Section 12 and whether or not MCSO elects to exercise its right to terminate this Agreement under Section 16.3.3, or in the event OPRD terminates this Agreement under Sections 16.2.1, 16.2.2, 16.2.3, or 16.2.5, MCSO's sole monetary remedy will be (a) for work compensable at a stated rate, a claim for unpaid invoices for work completed and accepted by OPRD, for work completed and accepted by OPRD within any limits set forth in this Agreement but not yet invoiced, for authorized expenses incurred, and for interest, less any claims OPRD has against MCSO, and (b) for deliverable-based work, a claim for the sum designated for completing the deliverable multiplied by the percentage of work completed on the deliverable and accepted by OPRD, for authorized expenses incurred, and for interest, less previous amounts paid for the deliverable and any claims that OPRD has against MCSO. In no event will OPRD be liable to MCSO for any expenses related to termination of this Agreement or for anticipated profits. If previous amounts paid to MCSO exceed the amount due to MCSO under this Section 13.2, MCSO shall promptly pay any excess to OPRD. If OPRD pays interest under this Section, that interest shall not exceed a rate of two-thirds of one percent per month, or eight percent per annum on overdue claims. Further, interest shall not accrue on any purchases made by any state agency during time of civil emergency or in the event of a natural disaster which prevents the timely payment of accounts. In such instances accounts shall be paid in as timely a manner as possible.

SECTION 14: RECOVERY OF OVERPAYMENTS

If payments to MCSO under this Agreement, or any other agreement between OPRD and MCSO, exceed the amount to which MCSO is entitled, OPRD may, after notifying MCSO in writing, withhold from payments due MCSO under this Agreement or any other agreement between OPRD and MCSO, such amounts, over such periods of times, as are necessary to recover the amount of the overpayment.

SECTION 15: LIMITATION OF LIABILITY

Except for liability arising under or related to Section 10, neither party will be liable for incidental, consequential, or other indirect damages arising out of or related to this Agreement, regardless of whether the liability claim is based in contract, tort (including negligence), strict liability, product liability or otherwise. Neither party will be liable for any damages of any sort arising solely from the termination of this Agreement in accordance with its terms.

SECTION 16: TERMINATION

- 16.1 This Agreement may be terminated at any time by mutual written consent of the Parties.
- 16.2 OPRD may terminate this Agreement as follows:
 - 16.2.1 Upon 30 days advance written notice to MCSO;
 - 16.2.2 Immediately upon written notice to MCSO, if OPRD fails to receive funding, or appropriations, limitations, or other expenditure authority at levels sufficient, in OPRD's reasonable administrative discretion, to perform its obligations under this Agreement;
 - 16.2.3. Immediately upon written notice to MCSO, if federal or state laws, rules, regulations, or guidelines are modified or interpreted in such a way that OPRD's performance under this Agreement is prohibited or OPRD is prohibited from paying for such performance from the planned funding source;
 - 16.2.4 Immediately upon written notice to MCSO, if MCSO is in default under this Agreement and such default remains uncured 15 days after written notice thereof to MCSO; or
 - 16.2.5 As otherwise expressly provided in this Agreement.
- 16.3 MCSO may terminate this Agreement as follows:
 - 16.3.1 Immediately upon written notice to OPRD, if MCSO fails to receive funding, or appropriations, limitations, or other expenditure authority at levels sufficient, in MCSO's reasonable administrative discretion, to perform its obligations under this Agreement;
 - 16.3.2 Immediately upon written notice to OPRD, if federal or state laws, rules, regulations, or guidelines are modified or interpreted in such a way that MCSO's performance under this Agreement is prohibited or MCSO is prohibited from paying for such performance from the planned funding source;
 - 16.3.3 Immediately upon written notice to OPRD, if OPRD is in default under this Agreement and such default remains uncured 15 days after written notice thereof to OPRD; or
 - 16.3.4 As otherwise expressly provided in this Agreement.
- 16.4 Upon receiving a notice of termination of this Agreement, MCSO will immediately cease all activities under this Agreement, unless OPRD expressly directs otherwise in such notice. Upon termination, MCSO will deliver to OPRD all documents, information, works-in-progress, Work

Product and other property that are or would be deliverables under the Agreement. And upon OPRD's reasonable request, MCSO will surrender all documents, research or objects or other tangible things needed to complete the work that was to have been performed by MCSO under this Agreement.

SECTION 17: INSURANCE

MCSO shall maintain insurance as set forth in Exhibit B, attached hereto and incorporated herein by this reference.

SECTION 18: NONAPPROPRIATION

OPRD's obligation to pay any amounts and otherwise perform its duties under this Agreement is conditioned upon OPRD receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow OPRD, in the exercise of its reasonable administrative discretion, to meet its obligations under this Agreement. Nothing in this Agreement may be construed as permitting any violation of Article XI, section 7 of the Oregon Constitution or any other law limiting the activities, liabilities or monetary obligations of OPRD.

SECTION 19: AMENDMENTS

The terms of this Agreement may not be altered, modified, supplemented or otherwise amended, except by written agreement of the Parties.

SECTION 20: NOTICE

Except as otherwise expressly provided in this Agreement, any notices to be given relating to this Agreement must be given in writing by facsimile, email, personal delivery, or postage prepaid mail, to a Party's Authorized Representative at the physical address, fax number or email address set forth in this Agreement, or to such other addresses as either Party may indicate pursuant to this Section 20. Any notice so addressed and mailed becomes effective 5 days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system. Any notice given by facsimile becomes effective upon electronic confirmation of successful transmission.

SECTION 21: SURVIVAL

All rights and obligations of the Parties under this Agreement will cease upon termination of this Agreement, other than the rights and obligations arising under Sections 8, 9, 10, 14, 15 and 21 hereof and those rights and obligations that by their express terms survive termination of this Agreement; provided, however, that termination of this Agreement will not prejudice any rights or obligations accrued to the Parties under this Agreement prior to termination.

SECTION 22: SEVERABILITY

The Parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

SECTION 23: COUNTERPARTS

This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Agreement so executed constitutes an original.

SECTION 24: COMPLIANCE WITH LAW

In connection with their activities under this Agreement, the Parties shall comply with all applicable federal, state, and local law.

SECTION 25: INDEPENDENT CONTRACTORS

The Parties agree and acknowledge that their relationship is that of independent contracting parties and that MCSO is not an officer, employee, or agent of the State of Oregon or OPRD as those terms are used in ORS 30.265 or otherwise.

SECTION 26: INTENDED BENEFICIARIES

OPRD and MCSO are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement provides, is intended to provide, or may be construed to provide, any direct or indirect benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of this Agreement.

SECTION 27: FORCE MAJEURE

Neither Party is responsible for any failure to perform or any delay in performance of any obligations under this Agreement caused by fire, civil unrest, labor unrest, natural causes, or war, which is beyond that Party's reasonable control. Each Party shall, however, make all reasonable efforts to remove or eliminate such cause of failure to perform or delay in performance and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. OPRD may terminate this Agreement upon written notice to MCSO after reasonably determining that the failure or delay will likely prevent successful performance of this Agreement.

SECTION 28: ASSIGNMENT AND SUCCESSIONS IN INTEREST

MCSO may not assign or transfer its interest in this Agreement without the prior written consent of OPRD and any attempt by MCSO to assign or transfer its interest in this Agreement without such consent will be void and of no force or effect. OPRD's consent to MCSO's assignment or transfer of its interest in this Agreement will not relieve MCSO of any of its duties or obligations under this Agreement. The provisions of this Agreement will be binding upon and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns.

SECTION 29: SUBCONTRACTS

MCSO shall not, without OPRD's prior written consent, enter into any subcontracts for any of the work required of MCSO under this Agreement. OPRD's consent to any subcontract will not relieve MCSO of any of its duties or obligations under this Agreement.

SECTION 30: TIME IS OF THE ESSENCE

Time is of the essence in MCSO's performance of its obligations under this Agreement.

SECTION 31: MERGER, WAIVER

This Agreement and all exhibits and attachments, if any, constitute the entire Agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver or consent under this Agreement binds either Party unless in writing and signed by both Parties. Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given. Each party, by signature of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

SECTION 32: RECORDS MAINTENANCE AND ACCESS

MCSO shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, MCSO shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of MCSO, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document MCSO's performance. All financial records, other records, books, documents, papers, plans, records of shipments, and payments and writings of MCSO, whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." MCSO acknowledges and agrees that OPRD and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. MCSO shall retain and keep accessible all Records for a minimum of 6 years, or such longer period as may be required by applicable law, following termination of this Agreement, or until the conclusion of any audit, controversy, or litigation arising out of or related to this Agreement, whichever date is later. Subject to foregoing minimum records retention requirement, MCSO shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.

SECTION 33: HEADINGS

The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and may not be used to construe the meaning or to interpret this Agreement.

SECTION 34: ADDITIONAL REQUIREMENTS

MCSO shall comply with the additional requirements set forth in Exhibit C, attached hereto and incorporated herein by this reference.

SECTION 35: AGREEMENT DOCUMENTS

This Agreement consists of the following documents, which are listed in descending order of precedence: this Agreement less all exhibits, attached Exhibit A (the Statement of Work), Exhibit B (Insurance), and Exhibit C (Additional Requirements); Exhibit D (Marion County PREA Volunteer and Contractor Information Acknowledgement Form).

SECTION 36: CERTIFICATIONS

Any individual signing on behalf of MCSO hereby certifies and swears under penalty of perjury: (a) MCSO is not subject to backup withholding because (i) MCSO is exempt from backup withholding, (ii) MCSO has not been notified by the IRS that MCSO is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified MCSO that MCSO is no longer subject to backup withholding; (b) s/he is authorized to act on behalf of MCSO, s/he has authority and knowledge regarding MCSO's payment of taxes, and to the best of her/his knowledge, MCSO is not in violation of any Oregon tax laws. For the purposes of this certification, "Oregon tax laws" means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321 and 323 and local taxes administered by the Oregon Department of Revenue under ORS 305.620; (c) MCSO is an independent contractor as defined in ORS 670.600; and (d) MCSO has a policy of preventing sexual harassment, sexual assault, and discrimination against employees who are a member of a protected class that includes, at a minimum, the requirements established by Oregon Laws 2017, Chapter 212, section (2), including: written notice to each employee that clearly prohibits and specifies disciplinary measures for conduct that constitutes sexual harassment, sexual assault, or discrimination against any member of a protected class; a clear process that enables an employee that experiences or witnesses conduct that constitutes sexual harassment, sexual assault, or discrimination against a member of a protected class to report and stop the conduct; a clear process that guides the MCSO in responding to a report, resolving the issues identified in the report, and disciplining employees who engaged in proscribed conduct; a regular written procedure for submitting a report that identifies the specific individuals to whom an employee may submit the report and the individuals who have responsibility for resolving issues identified in the report; a practice of treating as confidential, to the extent permitted by law, any report that an employee makes; a prohibition against retaliating against an employee who experiences or witnesses, and reports, conduct that constitutes sexual harassment, sexual assault, or discrimination against a member of a protected class; a prohibition against discrimination in providing benefits to an employee or a dependent of the employee based on the employee's membership in a protected class or the membership of the employee's dependent in a protected class; and a prohibition on denying benefits to an employee or a dependent of the employee based solely on the employee's gender identity or the gender identity of the

employee's dependent, if the prospective contractor provides health insurance or health care benefits. MCSO certifies that it will maintain the policy and practice in force during the entire term of this Agreement.

SECTION 37: SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

STATE OF OREGON acting by and through its
OPRD

By: 

Lisa Sumption
Printed Name

Director
Title

3/26/19
Date

MARION COUNTY acting by and
through its Sheriff's Office

By: 

Troy M. Clausen
Printed Name

Undersheriff
Title

3/28/19
Date


Form of Contract Approved as to Legal Sufficiency for OPRD

By: DOJ email approval from
Erika Hamilton
Assistant Attorney General (DOJ)
Title

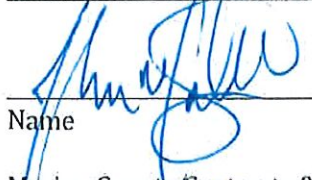
February 12, 2019
Date (of email approval)

Form of Contract Approved as to Legal Sufficiency for Marion County

Marion County Legal Counsel

 3/15/2019
Name Date

Chief Administrative Officer

 03/18/19
Name Date

Marion County Contracts & Procurement


 3/14/19
Name Date

EXHIBIT A

STATEMENT OF WORK

1. OPRD wishes to retain the services of MCSO to provide inmate work crews and the supervision for said work crews "as needed" by OPRD. Services performed by MCSO will include but are not limited to, highway-related work, landscaping, and public lands conservation and improvement work, upon completion of a Work Order Form (Exhibit C) as described in Part 2 of this Exhibit A.
2. OPRD will send a Work Order Form (Exhibit C) to MCSO's Authorized Representative when OPRD requires services to be performed by MCSO under this Agreement. The Work Order Form will include a detailed work description and a description of services to be performed, location of work, anticipated work date, hours, location, and other information that OPRD believes is critical to allow MCSO to perform the services. MCSO shall sign and return the Work Order Form to OPRD's authorized representative within 14 calendar days. MCSO will begin work under this Agreement as described in the Work Order after MCSO signs and returns the Work Order Form to OPRD.
3. MCSO shall perform the services under this Agreement as an independent contractor and shall be solely responsible for all costs and expenses related to the employment of individuals to perform the work under this Agreement, including, but not limited to, workers compensation, unemployment taxes, state and federal income tax withholdings, and insurance benefits.
4. The MCSO acknowledges its obligation to obtain appropriate insurance coverage for the benefit of the MCSO and MCSO employees, as laid out in Exhibit B. The MCSO waives any rights to recovery from the OPRD for any injuries sustained by the MCSO or MCSO's employees while performing services under this Agreement that are a result of the negligence of the MCSO or the MCSO's employees (including any inmates performing work under this Agreement).
5. Upon completion of a Work Order Form (Exhibit C) with OPRD as described in Part 2 of this Exhibit A, MCSO agrees to:
 - 5.1 Provide inmate work crews, adequately trained and clothed to perform the work requested, which shall consist of general maintenance and repair of facilities and grounds, including, but not limited to painting, clearing of brush and trash, snow removal, storm damage clearing and repairs, mowing, trail maintenance, building maintenance, road maintenance, and new construction. Work requested may also include larger scale projects related to park buildings, grounds, and trails.
 - 5.2 Provide the following on site at all times when performing work and services under this Agreement: At least one (1) crew consisting of up to (10) ten inmates and (1) one Marion County Deputy, as laid out in more detail in the Work Order Form (Exhibit C) completed for the specific project.
 - 5.3 Comply with an inmate work schedule Monday thru Thursday, 7:00 AM up to 3:30 PM unless other arrangements are requested by OPRD in the Work Order Form (Exhibit C) completed for the specific project. Travel time to and from the job site will be included in the 7 AM to 3:30 PM work schedule.
 - 5.4 Supply basic hand and power tools and materials consistent with the work requirements, as provided more specifically on the Work Order Form (Exhibit C) completed for the specific project.

6. OPRD will supply specialty tools and materials needed for specific, work as provided more specifically on the Work Order Form (Exhibit C) completed for the specific project. .

EXHIBIT B

INSURANCE

1. INSURANCE

MCSO shall obtain at MCSO's expense the insurance specified in this Exhibit B prior to performing under this Agreement and shall maintain it in full force and at its own expense throughout the duration of this Agreement, as required by any extended reporting period or tail coverage requirements, and all warranty periods that apply. MCSO shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in Oregon and that are acceptable to OPRD. Coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional Liability and Workers' Compensation. MCSO shall pay for all deductibles, self-insured retention, and self-insurance, if any.

1.1 WORKERS' COMPENSATION; EMPLOYERS' LIABILITY

All employers, including MCSO, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption. MCSO shall require and ensure that each of its subcontractors complies with these requirements. If MCSO is a subject employer, as defined in ORS 656.023, MCSO shall also obtain employers' liability insurance coverage with limits not less than \$500,000 for each accident. If MCSO is an employer subject to any other state's workers' compensation law, MCSO shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

1.2 COMMERCIAL GENERAL LIABILITY

Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage satisfactory to OPRD. This insurance shall include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this Agreement, and have no limitation of coverage to designated premises, project or operation. Coverage shall be written on an occurrence basis in an amount of not less than **\$1,000,000** per occurrence. Annual aggregate limit shall not be less than **\$2,000,000**.

1.3 AUTOMOBILE LIABILITY INSURANCE

Automobile Liability Insurance covering MCSO's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than **\$1,000,000** for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

2. EXCESS/UMBRELLA INSURANCE

A combination of primary and excess or umbrella insurance may be used to meet the required limits of insurance.

3. ADDITIONAL INSURED

The Commercial General Liability insurance and Automobile liability insurance required under this Agreement must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to MCSO's activities to be performed under this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of MCSO's ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 04 13 or equivalent.

4. TAIL COVERAGE

If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, MCSO shall maintain either tail coverage or continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of this Agreement, for a minimum of 24 months following the later of (i) MCSO's completion and OPRD's acceptance of all Services and Goods required under this Agreement, or, (ii) OPRD or MCSO termination of Agreement, or, iii) The expiration of all warranty periods provided under this Agreement.

5. CERTIFICATE(S) AND PROOF OF INSURANCE

MCSO shall provide to the OPRD individual, at the address below, or as otherwise directed by OPRD, Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Agreement. The Certificate(s) shall list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. If excess or umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. OPRD has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Agreement.

ATTN: Susie Nersesian, Contract Coordinator

Oregon Parks and Recreation Department, Procurement Office #8176
725 Summer Street NE, Suite C, Salem, OR 97301

EMAIL: Susie.nersesian@oregon.gov

FAX: 503-986-0648

6. NOTICE OF CHANGE OR CANCELLATION

MCSO or its insurer must provide at least 30 days' written notice to OPRD before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

7. INSURANCE REQUIREMENT REVIEW

MCSO agrees to periodic review of insurance requirements by OPRD under this Agreement and to provide updated requirements as mutually agreed upon by MCSO and OPRD.

8. OPRD ACCEPTANCE

All insurance providers are subject to OPRD acceptance. If requested by OPRD, MCSO shall provide complete copies of insurance policies, endorsements, self-insurance documents, and related insurance documents to OPRD's representatives responsible for verification of the insurance coverages required under this Exhibit B.

EXHIBIT C**WORK ORDER FORM****Marion County Inmate Work Crew
Oregon Parks and Recreation Department Statewide Use**

This Work Order is between the State acting by and through its OPRD and MCSO and hereby incorporates by this reference all of the terms and conditions contained in Agreement 8176 between OPRD and MCSO.

TERM OF WORK ORDER. This Work Order is effective on the date it is signed by each Party's Authorized Representative below. No work shall be performed until this Work Order has been signed and returned to OPRD, and OPRD authorizes MCSO to begin the Work. Unless amended or terminated earlier in accordance with 16 of the Agreement, this Work Order expires on the Work End Date below.

WORK TO BE PERFORMED

1. Project Name: _____
2. Park Name and Address: _____
3. Work Staffing: 1 crew consisting of _____ inmates and 1 Marion County Deputy is required.
(See section 7. below for rates)
4. Work Crew Schedule:
 Work Start Date: _____ Work End Date: _____
 (Crew available Monday through Thursday)
 Time work begins on site: _____ Start: _____ am End: _____ pm
 (Crew available 7:00 AM to 3:30 PM)
5. Detailed Description of Work: _____

Work Location: *(if different than sections 1 and 2 above)*

Work to be performed: *(MCSO will supply basic hand and power tools and materials consistent with the work requirements. OPRD will supply specialty tools and materials needed for specific work.)*

Materials Provided by MCSO: _____

Materials Provided by OPRD: _____

6. Project Representatives:

MCSO:

Transition Center Sergeant: Sgt. John Mcomber
 Contact Phone Number: 503-540-8049
 Email Address: jmcomber@co.marion.or.us

OPRD:

OPRD Project Manager: _____
 Contact Phone Number: _____
 Email Address: _____

7. General Compensation:

Rates: \$650 per day for 7 to 10 inmates, and \$325 per day for 3 to 6 inmates. The rates include all costs for MCSO to perform, including costs for the Marion County Deputy required to remain on site with the inmate work crew at all times.

Invoices for payment must be sent to OPRD Authorized Representative.

OPRD will remit MCSO invoice payments to the following address:

Marion County Sheriff's Office
 Attn: Sherrie Hickam
 PO Box 14500
 Salem, OR 97309

AUTHORIZATION OF WORK ORDER

Marion County (MCSO):

By: _____
 MCSO Authorized Signature

Date Signed

Print Name: _____

Oregon Parks and Recreation Department (OPRD):

By: _____
 OPRD Authorized Signature

Date Signed

Print Name: _____

EXHIBIT D

Marion County PREA Volunteer and Contractor Information Acknowledgement Form

Our goal at The Marion County Sheriff's Office is to keep everyone safe. Part of achieving that goal is making sure everyone understands how to prevent, detect, and respond to sexual misconduct. All Contractors, Volunteers and Employees must understand PREA (Prison Rape Elimination Act) rules and how to report a problem, or issue in the unlikely event misconduct is witnessed or reported by a victim.

Important Rules to Know: No one is ever allowed to engage in sexual misconduct.

- Sexual misconduct includes any kind of sexual contact, regardless of whether the other party agreed to the contact or not.
- This also includes sexual harassment: saying sexual things, saying things about someone's body, talking about whom someone likes to date, or making offensive gestures or comments.
- Employees, contractors, and volunteers are prohibited from having any kind of romantic relationship with an offender or offenders. There is no such thing as consent to sexual activity in a correctional setting.
- Employees, contractors, and volunteers are prohibited from sharing personal details, such as their personal contact information, except in order to carry out their professional responsibilities. Similarly, employees, volunteers, and contractors are prohibited from making contact with offenders outside of each facility through any means (e.g., in person meetings, texting, or on social media), except in order to carry out their professional responsibilities.

How We Keep Everyone Safe: At the Marion County Sheriff's Office, we do a number of things to keep everyone safe, including:

- Educating offenders about their right to be free from sexual misconduct
- Conducting background checks of the individuals, we hire.
- Training employees, volunteers and contractors on our policies on preventing, detecting, and responding to sexual misconduct.
- Maintaining appropriate supervision of offenders
- Offering a number of ways offenders and others can report problems at each facility.
- Fully investigating all allegations of sexual misconduct.
- Providing services and supports to offenders who allege they have been sexually abused.
- Protecting employees and offenders from retaliation for reporting problems or helping with an investigation

What to Do If Sexual Misconduct is suspected, witnessed or reported:

- If an incident of sexual misconduct is witnessed or suspected you must report it immediately by contacting a deputy or non-sworn employee.
- If an offender discloses something that suggests an incident of sexual misconduct has occurred, stay calm, listen to what they are saying, take the report seriously, and convey a message of support (e.g., "I'm glad you were strong enough to come to me"). Let the offender know the incident will be reported and an investigation will be conducted to make sure they are safe. Inform them the information will not be shared beyond those who need to know to fix the problem.
- If an offender wants to share an incident and asks that it not be repeated, let them know about your limits of confidentiality. This includes reporting certain behaviors by law once you have knowledge or reasonable suspicion that a crime is being or has been committed.

- For example, you might say, "I am glad you came to me and I can understand why you would not want me to tell anyone. If it is about someone hurting, harassing, or threatening you I
- am required to report it. I respect your decision if you do not want to tell me as a result. But if you tell me, I can work with you to get help."

Questions: If you have questions pertaining to your PREA responsibilities or other facility rules, or your responsibilities while you are here, you may contact us by calling the Marion County Jail's Administrative section at (503)-581-1183.

Acknowledgement: By signing this form, you acknowledge that you have received, read, and understand your responsibilities regarding to The Marion County Sheriff's Office sexual misconduct prevention, detection, and response policies and procedures.

Printed Name: _____

Signature: _____ Date: _____