



Clackamas County Sheriff's Office

CRAIG ROBERTS, Sheriff

~~January 23, 2020~~

Board of County Commissioners
Clackamas County

Members of the Board:

Request by the Clackamas County Sheriff's Office (CCSO) to enter into an Agreement with
Portland Mountain Rescue for Search and Rescue Volunteer Activities

Purpose/Outcome	To establish the terms and conditions for the Clackamas County Sheriff's Office use of Portland Mountain Rescue as a volunteer search and rescue organization
Dollar Amount and Fiscal Impact	This agreement has no fiscal impact
Funding Source	No funds will be exchanged as a result of this agreement
Duration	The Agreement is effective once signed by all parties and remains in effect until either party chooses to terminate it as stipulated in Section 7 of the agreement
Previous Board Action/Review	This is a new agreement brought forward for the Board's approval
Strategic Plan Alignment	Ensure safe, healthy and secure communities
Counsel Review	12/18/19
Contact Person	Lt. Brian Jensen – Office phone: (503) 785-5071
Contract No.	None


BACKGROUND:

Portland Mountain Rescue is a designated search and rescue organization that is registered with the Clackamas County Sheriff's Office under the terms stated in ORS 404.200(1)(c). This Agreement provides the terms and conditions whereby CCSO will utilize Portland Mountain Rescue for search and rescue callouts in a volunteer capacity. The agreement stipulates the manner in which both parties will communicate with one another and the expectations of both entities. County Counsel reviewed and approved this agreement.

RECOMMENDATION:

Clackamas County Sheriff's Office requests that the Board of County Commissioners approve and sign this Agreement with Portland Mountain Rescue.

Respectfully submitted,

for 
Craig Roberts,
Sheriff

"Working Together to Make a Difference"

SEARCH AND RESCUE ORGANIZATION AGREEMENT

BETWEEN

**CLACKAMAS COUNTY, BY AND THROUGH THE CLACKAMAS COUNTY
SHERIFF'S OFFICE**

AND

Portland Mountain Rescue

THIS AGREEMENT ("Agreement") is entered into and between Clackamas County, a political subdivision of the State of Oregon (the "County"), by and through the Clackamas County Sheriff's Office (the "CCSO"), and Portland Mountain Rescue ("Volunteer Organization"), collectively referred to as the "Parties" and each a "Party."

RECITALS

Oregon Revised Statute 404.110 requires the sheriff of each county to be responsible for search and rescue ("SAR") activities within the county.

The County, by and through its Board of County Commissioners, and the Sheriff of Clackamas County have made a policy decision that, although the CCSO has resources sufficient to lead and coordinate SAR missions within the County, the CCSO currently does not have sufficient resources available that would permit CCSO deputies to directly conduct certain SAR activities including alpine, high elevation, back country, high angle rescues, and other SAR missions.

Volunteer Organization is a designated search and rescue organization that is registered with CCSO as those terms are used in ORS 404.200(1)(c). Volunteer Organization is a SAR organization that has members who are "qualified search and rescue volunteers" ("Volunteers") as that term is defined in ORS 404.200.

The Sheriff has made a policy decision to designate and utilize certain volunteer groups, including Volunteer Organization, to assist the CCSO in conducting SAR activities, including but not limited to alpine, high elevation, back country, and high angle searches, which require Volunteers to conduct SAR missions on dangerous and unpredictable conditions on Mount Hood and in wilderness and remote areas within and outside Clackamas County.

Volunteer Organization desires to act at the direction of the Sheriff in these and other types of SAR missions to the extent consistent with the training and availability of its Volunteers, because Volunteer Organization has the training, skill, and ability needed to perform such SAR activities.

NOW, THEREFORE, in consideration of the mutual promises set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

TERMS

1. **Term.** This Agreement shall be effective upon execution and shall remain in effect until it is terminated by either Party pursuant to Section 7 below.

2. **General Scope of Work.**

A. CCSO agrees to:

- i. Notify Volunteer Organization of situations wherein CCSO requires the assistance of Volunteer Organization's Volunteers for SAR missions. For purposes of this Agreement, such notification shall occur as described in Exhibit A hereto;
- ii. Provide direction to Volunteer Organization's Volunteers regarding the roles and responsibilities of all participants in each SAR mission;
- iii. Share information and collaborate with Volunteer Organization's Volunteers regarding SAR scenarios and the planning of missions;
- iv. Coordinate SAR missions and resources to ensure that all participants involved in a mission are effectively communicating and working together;
- v. Share equipment and resources that are available and needed for SAR missions;
- vi. Timely consider and respond to requests for reimbursement from Volunteer Organization pertaining to equipment that is damaged during SAR missions wherein Volunteer Organization is acting at the direction of CCSO.

B. Volunteer Organization agrees to:

- i. Promptly provide Volunteers, within Volunteer Organization's reasonable capacity, when requested by CCSO for SAR missions, provided that Volunteer Organization may determine not to take mission assignments that they, in their sole discretion, determine to pose unacceptable risks;
- ii. Share information and collaborate with CCSO regarding SAR scenarios and the planning of SAR missions;
- iii. During the course of a SAR mission and following a mission, refrain from communicating or providing information to media about the mission without prior consent from CCSO;

- iv. During the course of a SAR mission and following a mission, refrain from social media posts or other public communications about the mission without prior consent from CCSO;
 - v. Provide Volunteers with regular training in best practices for SAR missions;
 - vi. Notify and receive direction from CCSO before the commencement of any SAR mission within Clackamas County;
 - vii. Within 15 days of the date of this Agreement, notify CCSO of the names of all Volunteer Organization members and regularly update CCSO of changes in Volunteer Organization's roster of members;
 - viii. Submit any requests for reimbursement for equipment that is damaged in SAR missions to the CCSO in writing within 15 days after completion of the mission in which the equipment is damaged.
3. **CCSO Approval of Volunteer Organization Training.** Volunteer Organization will notify CCSO in advance of all SAR training to be offered by Volunteer Organization to its members and may request CCSO's approval of such training, which approval shall be in writing and shall not be unreasonably denied. This notice and request for approval may cover Volunteer Organization's training calendar for an entire year or shorter period, or notice and request for approval may be made for specific training events. CCSO promptly shall review and respond to such requests for approval and shall provide a written explanation for any requests that are denied. Any training approved by CCSO under this paragraph shall be deemed approved for purposes of ORS 404.200(2)(b).
4. **Request for SAR Resources.** If Volunteer Organization is asked by any non-party to this Agreement to participate in a SAR mission, Volunteer Organization shall promptly notify CCSO of the request and direct the non-party to contact CCSO with their request.

The CCSO in its sole discretion shall determine whether Volunteer Organization will assist in any out of County SAR missions. CCSO promptly shall respond to such requests for approval. If CCSO determines that Volunteer Organization may assist in an out of County SAR mission, then Volunteer Organization shall act under the direction of CCSO during the course of that mission for purposes of ORS 404.210.

If CCSO determines that Volunteer Organization shall not assist in an out of County SAR mission, the Volunteer Organization will comply with that determination.

Notwithstanding the foregoing, if Volunteer Organization is asked by a non-party to this Agreement to participate in an out of State SAR mission, Volunteer Organization shall promptly notify the CCSO of the request and Volunteer Organization may determine whether it will participate in the out of State mission.

If Volunteer Organization does participate in any out of State SAR mission, then Volunteer Organization and its members are not acting as agents of the Sheriff of Clackamas County for purposes of ORS 404.210, nor will Volunteer Organization and its members be provided workers' compensation by Clackamas County as provided by ORS 404.215.

5. **Consideration.** The County acknowledges that Volunteer Organization is a designated search and rescue organization registered with CCSO within the meaning of ORS 404.200(1)(c).

The County will not provide direct payment or compensation to Volunteer Organization or its members or Volunteers for the performance of SAR activities. However, pursuant to ORS 404.210, and subject to the limitations of the Oregon Tort Claims Act, the County shall defend, save harmless and indemnify Volunteer Organization and its Volunteers when such Volunteers are performing SAR activities under the direction of the Clackamas County Sheriff or his designee, and when the Volunteer Organization's Volunteers are acting within the course and scope of their duties in performing SAR activities for the County.

In addition, the County will provide worker's compensation benefits to Volunteer Organization's Volunteers pursuant to ORS 404.215.

Notwithstanding any provision of this Agreement potentially to the contrary, nothing in this Agreement limits, or waives any rights, obligations, or liabilities of any Party to this Agreement as set forth in ORS Chapter 404 or other applicable statute.

6. **Representations and Warranties.**

- A. *Volunteer Organization's Representations and Warranties:* Volunteer Organization represents and warrants to County that Volunteer Organization has the power and authority to enter into and perform this Agreement, and this Agreement, when executed and delivered, shall be a valid and binding obligation of Volunteer Organization enforceable in accordance with its terms.
- B. *County Representations and Warranties:* County represents and warrants to Volunteer Organization that County has the power and authority to enter into and perform this Agreement, and this Agreement, when executed and delivered, shall be a valid and binding obligation of County enforceable in accordance with its terms.

7. **Termination.**

- A. Either the Clackamas County Sheriff or the Volunteer Organization may terminate this Agreement, without cause, at any time upon seven (7) days written notice to the other party.
 - B. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
8. **Volunteer Organization Liability.** Subject to Section 2 above, Volunteer Organization shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from a negligent or willful act or omission of Volunteer Organization, its Volunteers, members, subcontractors, agents, or employees, when such act or omission : (1) is by Volunteer Organization Volunteers who are not performing SAR activities under the direction of the Clackamas County Sheriff or the Sheriff's designee; or (2) is by Volunteer Organization Volunteers acting outside of the course and scope of their duties in performing SAR activities for the CCSO.
9. **Insurance.** Volunteer Organization agrees to obtain at its own cost and furnish the County with evidence of commercial general liability insurance with a combined single limit of not less than \$1,000,000 for each claim, incident, or occurrence, with an aggregate limit of \$2,000,000 for bodily injury and property damage.
10. **Notices; Contacts.** Legal notice provided under this Agreement shall be delivered personally, by email or by certified mail to the individuals identified below.
- A. The Clackamas County Sheriff or the Sheriff's designee will act as liaison for the County.
Contact Information:
Sheriff Craig Roberts
9101 SE Sunnybrook Blvd
Clackamas OR 97015
503-785-5000
craigrob@co.clackamas.or.us
 - B. The president of Volunteer Organization or their designee will act as liaison for the Volunteer Organization.
Contact Information:
Chris Baker
President
Portland Mountain Rescue

P.O. Box 5391
Portland, OR 97229
president@pmru.org
503-222-7678

11. General Provisions.

- A. **Oregon Law and Forum.** This Agreement, and all rights, obligations, and disputes arising out of it will be governed by and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County. Any claim between County and Volunteer Organization that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Clackamas County for the State of Oregon; 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 County 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, from any claim or from the jurisdiction of any court. Volunteer Organization, by execution of this Agreement, hereby consents to the *in personam* jurisdiction of the courts referenced in this section. Nothing in this Agreement shall limit any right or obligation of any Party under any statute or regulation.
- B. **Compliance with Applicable Law.** Both Parties shall comply with all applicable local, state and federal ordinances, statutes, laws and regulations. All provisions of law required to be a part of this Agreement, whether listed or otherwise, are hereby integrated and adopted herein. Failure to comply with such obligations is a breach of this Agreement.
- C. **Non-Exclusive Rights and Remedies.** Except as otherwise expressly provided herein, the rights and remedies expressly afforded under the provisions of this Agreement shall not be deemed exclusive and shall be in addition to and cumulative with any and all rights and remedies otherwise available at law or in equity. The exercise by either Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach, or for any other default or breach, by the other Party.

- D. **Access to Records.** Volunteer Organization shall retain, maintain, and keep accessible all records ("Records") relevant to this Agreement for a minimum of six (6) years, following Agreement termination or full performance or any longer period as may be required by applicable law, or until the conclusion of an audit, controversy or litigation arising out of or related to this Agreement, whichever is later. Volunteer Organization shall maintain its financial records in accordance with reasonably acceptable accounting standards for a volunteer organization of similar size. All other Records shall be maintained to the extent necessary to clearly reflect actions taken. During this record retention period, Volunteer Organization shall permit the County's authorized representatives access to the Records at reasonable times and places for purposes of examining and copying.
- E. **Debt Limitation.** This Agreement is expressly subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act, and is contingent upon appropriation of funds. Any provisions herein that conflict with the above referenced laws are deemed inoperative to that extent.
- F. **Severability.** If any provision of this Agreement is found to be unconstitutional, illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The Court or other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe this Agreement without such provision to give effect to the maximum extent possible to the intentions of the Parties.
- G. **Integration, Amendment and Waiver.** Except as otherwise set forth herein, this Agreement constitutes the entire agreement between the Parties. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by such Party of that or any other provision.
- H. **Interpretation.** The titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

- I. **No Third-Party Beneficiary.** Volunteer Organization and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right or create any obligation, duty, or liability, whether directly, indirectly or otherwise to any person or entity not a party to this Agreement.
- J. **Subcontract and Assignment.** Volunteer Organization shall not enter into any subcontracts for any of the work required by this Agreement, or assign or transfer any of its interest in this Agreement by operation of law or otherwise, without obtaining prior written approval from the County, which shall be granted or denied in the County's sole discretion. County's consent to any subcontract shall not relieve Volunteer Organization of any of its duties or obligations under this Agreement.
- K. **Counterparts.** This Agreement may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- L. **Survival.** All provisions in sections 5, 6, 8, and 9 shall survive the termination of this Agreement.
- M. **Necessary Acts.** Each Party shall execute and deliver to the others all such further instruments and documents as may be reasonably necessary to carry out this Agreement.
- N. **Successors in Interest.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- O. **Force Majeure.** Neither Volunteer Organization nor County shall be held responsible for delay or default caused by events outside of the Volunteer Organization or County's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, each Party shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.
- P. **Confidentiality.** "Confidential Information" means any and all information of any form obtained by Volunteer Organization or its members from the County or

during the course of a mission for CCSO, that the County identifies as confidential or as part of a criminal investigation, or that Volunteer Organization or its members should reasonably know to be confidential. Such Confidential Information includes, but it not limited to: personal medical information; information about suspected criminal activity; information pertaining to ongoing SAR missions. Confidential Information does not include information that Volunteer Organization or its members obtain outside the course of a mission or that is publicly available. Volunteer Organization acknowledges that it and its members may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire Confidential Information and agree to hold Confidential Information in strict confidence, using at least the same degree of care that Volunteer Organization uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purpose unless specifically authorized in writing under this Agreement by the Clackamas County Sheriff or the Sheriff's designee.

[Signatures on Following Page]

IN WITNESS HEREOF, the Parties have executed this Agreement by the date set forth opposite their names below.

Clackamas County

Clackamas County Sheriff

Chair, Board of County Commissioners

Date

for



Craig Roberts, Sheriff

Date

1/13/20

Portland Mountain Rescue



Chris Baker, President

Date

12/11/19

Exhibit A

Procedures for CCSO callout to Volunteer Organization

When CCSO determines that Portland Mountain Rescue (PMR) Volunteers are needed to respond to a SAR situation and participate in a SAR mission, CCSO shall notify and callout PMR by taking the following steps:

1. CCSO shall call PMR's 24-hour answering service at 503.222.7678
 - a. CCSO shall identify themselves as a **law-enforcement** agency requesting a response for a **SAR mission**
 - b. CCSO shall provide their name and contact phone number
 - c. CCSO will receive a call back directly from a PMR team leader

**COUNTY COUNSEL DOCUMENT REVIEW
TRANSMITTAL FORM**

DATE: December 18, 2019

TO COUNTY COUNSEL ATTORNEY: Scott Ciecko

FROM:

EXTENSION: _____

DEPARTMENT/DIVISION: Sheriff's Office

BILL TO _____ (Department/Division to be billed)

TYPE OF DOCUMENT: Memorandum of Understanding

NAME OF DOCUMENT: MOUs between CCSO and search and rescue volunteer organizations

REQUESTED RETURN DATE: _____

Requestor Comments:

These agreements memorialize the working relationship and respective responsibilities of the Sheriff's Office and several volunteer search and rescue organizations that perform search and rescue services for the Sheriff within the County.

=====

APPROVED AS TO FORM:

County Counsel: 

Date: 12/18/19

Counsel Comments:



Clackamas County Sheriff's Office

CRAIG ROBERTS, Sheriff

—January 23, 2020—

Board of County Commissioners
Clackamas County

Members of the Board:

Request by the Clackamas County Sheriff's Office (CCSO) to enter into an Agreement with
Mountain Wave Search and Rescue for Search and Rescue Volunteer Activities

Purpose/Outcome	To establish the terms and conditions for the Clackamas County Sheriff's Office use of Mountain Wave Search and Rescue as a volunteer search and rescue organization
Dollar Amount and Fiscal Impact	This agreement has no fiscal impact
Funding Source	No funds will be exchanged as a result of this agreement
Duration	The Agreement is effective once signed by all parties and remains in effect until either party chooses to terminate it as stipulated in Section 7 of the agreement
Previous Board Action/Review	This is a new agreement brought forward for the Board's approval
Strategic Plan Alignment	Ensure safe, healthy and secure communities
Counsel Review	12/18/19
Contact Person	Lt. Brian Jensen – Office phone: (503) 785-5071
Contract No.	None


BACKGROUND:

Mountain Wave Search and Rescue is a designated search and rescue organization that is registered with the Clackamas County Sheriff's Office under the terms stated in ORS 404.200(1)(c). This Agreement provides the terms and conditions whereby CCSO will utilize Mountain Wave Search and Rescue for search and rescue callouts in a volunteer capacity. The agreement stipulates the manner in which both parties will communicate with one another and the expectations of both entities. County Counsel reviewed and approved this agreement.

RECOMMENDATION:

Clackamas County Sheriff's Office requests that the Board of County Commissioners approve and sign this Agreement with Mountain Wave Search and Rescue.

Respectfully submitted,

for 
Craig Roberts,
Sheriff

"Working Together to Make a Difference"

SEARCH AND RESCUE ORGANIZATION AGREEMENT

BETWEEN

**CLACKAMAS COUNTY, BY AND THROUGH THE CLACKAMAS COUNTY
SHERIFF'S OFFICE**

AND

Mountain Wave Search & Rescue

THIS AGREEMENT ("Agreement") is entered into and between Clackamas County, a political subdivision of the State of Oregon (the "County"), by and through the Clackamas County Sheriff's Office (the "CCSO"), and Mountain Wave Search & Rescue (MWSAR), ("Volunteer Organization"), collectively referred to as the "Parties" and each a "Party."

RECITALS

Oregon Revised Statute 404.110 requires the sheriff of each county to be responsible for search and rescue ("SAR") activities within the county.

The County, by and through its Board of County Commissioners, and the Sheriff of Clackamas County have made a policy decision that, although the CCSO has resources sufficient to lead and coordinate SAR missions within the County, the CCSO currently does not have sufficient resources available that would permit CCSO deputies to directly conduct certain SAR activities including alpine, high elevation, back country, high angle rescues, and other SAR missions.

Volunteer Organization is a designated search and rescue organization that is registered with CCSO as those terms are used in ORS 404.200(1)(c). Volunteer Organization is a SAR organization that has members who are "qualified search and rescue volunteers" ("Volunteers") as that term is defined in ORS 404.200.

The Sheriff has made a policy decision to designate and utilize certain volunteer groups, including Volunteer Organization, to assist the CCSO in conducting SAR activities, including but not limited to alpine, high elevation, back country, and high angle searches, which require Volunteers to conduct SAR missions on dangerous and unpredictable conditions on Mount Hood and in wilderness and remote areas within and outside Clackamas County.

Volunteer Organization desires to act at the direction of the Sheriff in these and other types of SAR missions to the extent consistent with the training and availability of its Volunteers, because Volunteer Organization has the training, skill, and ability needed to perform such SAR activities.

NOW, THEREFORE, in consideration of the mutual promises set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

TERMS

1. **Term.** This Agreement shall be effective upon execution and shall remain in effect until it is terminated by either Party pursuant to Section 7 below.
2. **General Scope of Work.**
 - A. CCSO agrees to:
 - i. Notify Volunteer Organization of situations wherein CCSO requires the assistance of Volunteer Organization's Volunteers for SAR missions. For purposes of this Agreement, such notification shall occur as described in Exhibit A hereto;
 - ii. Provide direction to Volunteer Organization's Volunteers regarding the roles and responsibilities of all participants in each SAR mission;
 - iii. Share information and collaborate with Volunteer Organization's Volunteers regarding SAR scenarios and the planning of missions;
 - iv. Coordinate SAR missions and resources to ensure that all participants involved in a mission are effectively communicating and working together;
 - v. Share equipment and resources that are available and needed for SAR missions;
 - vi. Timely consider and respond to requests for reimbursement from Volunteer Organization pertaining to equipment that is damaged during SAR missions wherein Volunteer Organization is acting at the direction of CCSO.
 - B. Volunteer Organization agrees to:
 - i. Promptly provide Volunteers, within Volunteer Organization's reasonable capacity, when requested by CCSO for SAR missions, provided that Volunteer Organization may determine not to take mission assignments that they, in their sole discretion, determine to pose unacceptable risks;
 - ii. Share information and collaborate with CCSO regarding SAR scenarios and the planning of SAR missions;
 - iii. During the course of a SAR mission and following a mission, refrain from communicating or providing information to media about the mission without prior consent from CCSO;

- iv. During the course of a SAR mission and following a mission, refrain from social media posts or other public communications about the mission without prior consent from CCSO;
 - v. Provide Volunteers with regular training in best practices for SAR missions;
 - vi. Notify and receive direction from CCSO before the commencement of any SAR mission within Clackamas County;
 - vii. Within 15 days of the date of this Agreement, notify CCSO of the names of all Volunteer Organization members and regularly update CCSO of changes in Volunteer Organization's roster of members;
 - viii. Submit any requests for reimbursement for equipment that is damaged in SAR missions to the CCSO in writing within 15 days after completion of the mission in which the equipment is damaged.
3. **CCSO Approval of Volunteer Organization Training.** Volunteer Organization will notify CCSO in advance of all SAR training to be offered by Volunteer Organization to its members and may request CCSO's approval of such training, which approval shall be in writing and shall not be unreasonably denied. This notice and request for approval may cover Volunteer Organization's training calendar for an entire year or shorter period, or notice and request for approval may be made for specific training events. CCSO promptly shall review and respond to such requests for approval and shall provide a written explanation for any requests that are denied. Any training approved by CCSO under this paragraph shall be deemed approved for purposes of ORS 404.200(2)(b).
4. **Request for SAR Resources.** If Volunteer Organization is asked by any non-party to this Agreement to participate in a SAR mission, Volunteer Organization shall promptly notify CCSO of the request and direct the non-party to contact CCSO with their request.

The CCSO in its sole discretion shall determine whether Volunteer Organization will assist in any out of County SAR missions. CCSO promptly shall respond to such requests for approval. If CCSO determines that Volunteer Organization may assist in an out of County SAR mission, then Volunteer Organization shall act under the direction of CCSO during the course of that mission for purposes of ORS 404.210.

If CCSO determines that Volunteer Organization shall not assist in an out of County SAR mission, the Volunteer Organization will comply with that determination.

Notwithstanding the foregoing, if Volunteer Organization is asked by a non-party to this Agreement to participate in an out of State SAR mission, Volunteer Organization shall promptly notify the CCSO of the request and Volunteer Organization may determine whether it will participate in the out of State mission.

If Volunteer Organization does participate in any out of State SAR mission, then Volunteer Organization and its members are not acting as agents of the Sheriff of Clackamas County for purposes of ORS 404.210, nor will Volunteer Organization and its members be provided workers' compensation by Clackamas County as provided by ORS 404.215.

- 5/ **Consideration.** The County acknowledges that Volunteer Organization is a designated search and rescue organization registered with CCSO within the meaning of ORS 404.200(1)(c).

The County will not provide direct payment or compensation to Volunteer Organization or its members or Volunteers for the performance of SAR activities. However, pursuant to ORS 404.210, and subject to the limitations of the Oregon Tort Claims Act, the County shall defend, save harmless and indemnify Volunteer Organization and its Volunteers when such Volunteers are performing SAR activities under the direction of the Clackamas County Sheriff or his designee, and when the Volunteer Organization's Volunteers are acting within the course and scope of their duties in performing SAR activities for the County.

In addition, the County will provide worker's compensation benefits to Volunteer Organization's Volunteers pursuant to ORS 404.215.

Notwithstanding any provision of this Agreement potentially to the contrary, nothing in this Agreement limits, or waives any rights, obligations, or liabilities of any Party to this Agreement as set forth in ORS Chapter 404 or other applicable statute.

6. Representations and Warranties.

- A. *Volunteer Organization's Representations and Warranties:* Volunteer Organization represents and warrants to County that Volunteer Organization has the power and authority to enter into and perform this Agreement, and this Agreement, when executed and delivered, shall be a valid and binding obligation of Volunteer Organization enforceable in accordance with its terms.
- B. *County Representations and Warranties:* County represents and warrants to Volunteer Organization that County has the power and authority to enter into and perform this Agreement, and this Agreement, when executed and delivered, shall be a valid and binding obligation of County enforceable in accordance with its terms.

7. Termination.

- A. Either the Clackamas County Sheriff or the Volunteer Organization may terminate this Agreement, without cause, at any time upon seven (7) days written notice to the other party.
 - B. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
8. **Volunteer Organization Liability.** Subject to Section 2 above, Volunteer Organization shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from a negligent or willful act or omission of Volunteer Organization, its Volunteers, members, subcontractors, agents, or employees, when such act or omission : (1) is by Volunteer Organization Volunteers who are not performing SAR activities under the direction of the Clackamas County Sheriff or the Sheriff's designee; or (2) is by Volunteer Organization Volunteers acting outside of the course and scope of their duties in performing SAR activities for the CCSO.
9. **Insurance.** Volunteer Organization agrees to obtain at its own cost and furnish the County with evidence of commercial general liability insurance with a combined single limit of not less than \$1,000,000 for each claim, incident, or occurrence, with an aggregate limit of \$2,000,000 for bodily injury and property damage.
10. **Notices; Contacts.** Legal notice provided under this Agreement shall be delivered personally, by email or by certified mail to the individuals identified below.

- A. The Clackamas County Sheriff or the Sheriff's designee will act as liaison for the County.

Contact Information:

Sheriff Craig Roberts
9101 SE Sunnybrook Blvd
Clackamas OR 97015
503-785-5000
craigrob@co.clackamas.or.us

- B. The president of Volunteer Organization or their designee will act as liaison for the Volunteer Organization.

Contact Information:

Russell Gubele, President
Mountain Wave Search & Rescue
10117 S.E. Sunnyside Road Suite F547

Clackamas, Oregon 97015
503-793-6345
Mw8@mwave.org

11. General Provisions.

- A. **Oregon Law and Forum.** This Agreement, and all rights, obligations, and disputes arising out of it will be governed by and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County. Any claim between County and Volunteer Organization that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Clackamas County for the State of Oregon; 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 County 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, from any claim or from the jurisdiction of any court. Volunteer Organization, by execution of this Agreement, hereby consents to the *in personam* jurisdiction of the courts referenced in this section. Nothing in this Agreement shall limit any right or obligation of any Party under any statute or regulation.
- B. **Compliance with Applicable Law.** Both Parties shall comply with all applicable local, state and federal ordinances, statutes, laws and regulations. All provisions of law required to be a part of this Agreement, whether listed or otherwise, are hereby integrated and adopted herein. Failure to comply with such obligations is a breach of this Agreement.
- C. **Non-Exclusive Rights and Remedies.** Except as otherwise expressly provided herein, the rights and remedies expressly afforded under the provisions of this Agreement shall not be deemed exclusive and shall be in addition to and cumulative with any and all rights and remedies otherwise available at law or in equity. The exercise by either Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach, or for any other default or breach, by the other Party.

- D. **Access to Records.** Volunteer Organization shall retain, maintain, and keep accessible all records ("Records") relevant to this Agreement for a minimum of six (6) years, following Agreement termination or full performance or any longer period as may be required by applicable law, or until the conclusion of an audit, controversy or litigation arising out of or related to this Agreement, whichever is later. Volunteer Organization shall maintain its financial records in accordance with reasonably acceptable accounting standards for a volunteer organization of similar size. All other Records shall be maintained to the extent necessary to clearly reflect actions taken. During this record retention period, Volunteer Organization shall permit the County's authorized representatives access to the Records at reasonable times and places for purposes of examining and copying.
- E. **Debt Limitation.** This Agreement is expressly subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act, and is contingent upon appropriate of funds. Any provisions herein that conflict with the above referenced laws are deemed inoperative to that extent.
- F. **Severability.** If any provision of this Agreement is found to be unconstitutional, illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The Court or other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe this Agreement without such provision to give effect to the maximum extent possible to the intentions of the Parties.
- G. **Integration, Amendment and Waiver.** Except as otherwise set forth herein, this Agreement constitutes the entire agreement between the Parties. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by such Party of that or any other provision.
- H. **Interpretation.** The titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

- I. **No Third-Party Beneficiary.** Volunteer Organization and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right or create any obligation, duty, or liability, whether directly, indirectly or otherwise to any person or entity not a party to this Agreement..
- J. **Subcontract and Assignment.** Volunteer Organization shall not enter into any subcontracts for any of the work required by this Agreement, or assign or transfer any of its interest in this Agreement by operation of law or otherwise, without obtaining prior written approval from the County, which shall be granted or denied in the County's sole discretion. County's consent to any subcontract shall not relieve Volunteer Organization of any of its duties or obligations under this Agreement.
- K. **Counterparts.** This Agreement may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- L. **Survival.** All provisions in sections 5, 6, 8, and 9 shall survive the termination of this Agreement.
- M. **Necessary Acts.** Each Party shall execute and deliver to the others all such further instruments and documents as may be reasonably necessary to carry out this Agreement.
- N. **Successors in Interest.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- O. **Force Majeure.** Neither Volunteer Organization nor County shall be held responsible for delay or default caused by events outside of the Volunteer Organization or County's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, each Party shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.
- P. **Confidentiality.** "Confidential Information" means any and all information of any form obtained by Volunteer Organization or its members from the County or

during the course of a mission for CCSO, that the County identifies as confidential or as part of a criminal investigation, or that Volunteer Organization or its members should reasonably know to be confidential. Such Confidential Information includes, but it not limited to: personal medical information; information about suspected criminal activity; information pertaining to ongoing SAR missions. Confidential Information does not include information that Volunteer Organization or its members obtain outside the course of a mission or that is publicly available. Volunteer Organization acknowledges that it and its members may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire Confidential Information and agree to hold Confidential Information in strict confidence, using at least the same degree of care that Volunteer Organization uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purpose unless specifically authorized in writing under this Agreement by the Clackamas County Sheriff or the Sheriff's designee.

[Signatures on Following Page]

IN WITNESS HEREOF, the Parties have executed this Agreement by the date set forth opposite their names below.

Clackamas County

Clackamas County Sheriff

Chair, Board of County Commissioners

for 

Craig Roberts, Sheriff

Date

1/13/20

Date

Volunteer Organization

DocuSigned by:


F4A12D8CD0864EF...

12/5/2019

Date

Exhibit A

Procedures for CCSO callout to Volunteer Organization

When CCSO SAR member determine that Volunteer Organization Volunteers are needed to respond to a SAR situation and participate in a SAR mission, CCSO shall notify and callout Volunteer Organization by taking the following steps:

1. CCSO shall call Russell Gubele at 866-689-2831
2. CCSO shall email Russell Gubele at mw8@mwave.org
3. CCSO shall page [name] at [pager number]
4. Other

**COUNTY COUNSEL DOCUMENT REVIEW
TRANSMITTAL FORM**

DATE: December 18, 2019

TO COUNTY COUNSEL ATTORNEY: Scott Ciecko

FROM:

EXTENSION: _____

DEPARTMENT/DIVISION: Sheriff's Office

BILL TO _____ (Department/Division to be billed)

TYPE OF DOCUMENT: Memorandum of Understanding

NAME OF DOCUMENT: MOUs between CCSO and search and rescue volunteer organizations

REQUESTED RETURN DATE: _____

Requestor Comments:

These agreements memorialize the working relationship and respective responsibilities of the Sheriff's Office and several volunteer search and rescue organizations that perform search and rescue services for the Sheriff within the County.

=====

APPROVED AS TO FORM:

County Counsel: 

Date: 12/18/19

Counsel Comments:



Clackamas County Sheriff's Office

CRAIG ROBERTS, Sheriff

~~January 23, 2020~~

Board of County Commissioners
Clackamas County

Members of the Board:

Request by the Clackamas County Sheriff's Office (CCSO) to enter into an Agreement with Pacific Northwest Search and Rescue, Inc. for Search and Rescue Volunteer Activities

Purpose/Outcome	To establish the terms and conditions for the Clackamas County Sheriff's Office use of Pacific Northwest Search and Rescue, Inc. as a volunteer search and rescue organization
Dollar Amount and Fiscal Impact	This agreement has no fiscal impact
Funding Source	No funds will be exchanged as a result of this agreement
Duration	The Agreement is effective once signed by all parties and remains in effect until either party chooses to terminate it as stipulated in Section 7 of the agreement
Previous Board Action/Review	This is a new agreement brought forward for the Board's approval
Strategic Plan Alignment	Ensure safe, healthy and secure communities
Counsel Review	12/18/19
Contact Person	Lt. Brian Jensen – Office phone: (503) 785-5071
Contract No.	None


BACKGROUND:

Pacific Northwest Search and Rescue, Inc. is a designated search and rescue organization that is registered with the Clackamas County Sheriff's Office under the terms stated in ORS 404.200(1)(c). This Agreement provides the terms and conditions whereby CCSO will utilize Pacific Northwest Search and Rescue, Inc. for search and rescue callouts in a volunteer capacity. The agreement stipulates the manner in which both parties will communicate with one another and the expectations of both entities. County Counsel reviewed and approved this agreement.

RECOMMENDATION:

Clackamas County Sheriff's Office requests that the Board of County Commissioners approve and sign this Agreement with Pacific Northwest Search and Rescue, Inc.

Respectfully submitted,

for 
Craig Roberts,
Sheriff

"Working Together to Make a Difference"

SEARCH AND RESCUE ORGANIZATION AGREEMENT

BETWEEN

**CLACKAMAS COUNTY, BY AND THROUGH THE CLACKAMAS COUNTY
SHERIFF'S OFFICE**

AND

PACIFIC NORTHWEST SEARCH AND RESCUE, INC.

THIS AGREEMENT ("Agreement") is entered into and between Clackamas County, a political subdivision of the State of Oregon (the "County"), by and through the Clackamas County Sheriff's Office (the "CCSO"), and Pacific Northwest Search and Rescue, Inc. ("PNWSAR"), collectively referred to as the "Parties" and each a "Party."

RECITALS

Oregon Revised Statute 404.110 requires the sheriff of each county to be responsible for search and rescue ("SAR") activities within the county.

The County, by and through its Board of County Commissioners, and the Sheriff of Clackamas County have made a policy decision that, although the CCSO has resources sufficient to lead and coordinate SAR missions within the County, the CCSO currently does not have sufficient resources available that would permit CCSO deputies to directly conduct certain SAR activities including alpine, high elevation, back country, high angle rescues, and other SAR missions.

PNWSAR is a designated search and rescue organization that is registered with CCSO as those terms are used in ORS 404.200(1)(c). PNWSAR is a SAR organization that has members who are "qualified search and rescue volunteers" ("Volunteers") as that term is defined in ORS 404.200.

The Sheriff has made a policy decision to designate and utilize certain volunteer groups, including PNWSAR, to assist the CCSO in conducting SAR activities, including but not limited to alpine, high elevation, back country, and high angle searches, which require Volunteers to conduct SAR missions on dangerous and unpredictable conditions on Mount Hood and in wilderness and remote areas within and outside Clackamas County.

PNWSAR desires to act at the direction of the Sheriff in these and other types of SAR missions to the extent consistent with the training and availability of its Volunteers, because PNWSAR has the training, skill, and ability needed to perform such SAR activities.

NOW, THEREFORE, in consideration of the mutual promises set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

TERMS

1. **Term.** This Agreement shall be effective upon execution and shall remain in effect until it is terminated by either Party pursuant to Section 7 below.
2. **General Scope of Work.**
 - A. CCSO agrees to:
 - i. Notify PNWSAR of situations wherein CCSO requires the assistance of PNWSAR's Volunteers for SAR missions. For purposes of this Agreement, such notification shall occur as described in Exhibit A hereto;
 - ii. Provide direction to PNWSAR's Volunteers regarding the roles and responsibilities of all participants in each SAR mission;
 - iii. Share information and collaborate with PNWSAR's Volunteers regarding SAR scenarios and the planning of missions;
 - iv. Coordinate SAR missions and resources to ensure that all participants involved in a mission are effectively communicating and working together;
 - v. Share equipment and resources that are available and needed for SAR missions;
 - vi. Timely consider and respond to requests for reimbursement from PNWSAR pertaining to equipment that is damaged during SAR missions wherein PNWSAR is acting at the direction of CCSO.
 - B. PNWSAR agrees to:
 - i. Promptly provide Volunteers, within PNWSAR's reasonable capacity, when requested by CCSO for SAR missions, provided that PNWSAR may determine not to take mission assignments that it, in its sole discretion, determines to pose unacceptable risks;
 - ii. Share information and collaborate with CCSO regarding SAR scenarios and the planning of SAR missions;
 - iii. During the course of a SAR mission and following a mission, refrain from communicating or providing information to media about the mission without prior consent from CCSO;
 - iv. During the course of a SAR mission and following a mission, refrain from social media posts or other public communications about the mission without prior consent from CCSO;

- v. Provide Volunteers with regular training in best practices for SAR missions;
 - vi. Notify and receive direction from CCSO before the commencement of any SAR mission within Clackamas County;
 - vii. Within 15 days of the date of this Agreement, notify CCSO of the names of all PNWSAR members and regularly update CCSO of changes in PNWSAR's roster of members;
 - viii. Submit any requests for reimbursement for equipment that is damaged in SAR missions to the CCSO in writing within 15 days after completion of the mission in which the equipment is damaged.
3. **CCSO Approval of PNWSAR Training.** PNWSAR will notify CCSO in advance of all SAR training to be offered by PNWSAR to its members and may request CCSO's approval of such training, which approval shall be in writing and shall not be unreasonably denied. This notice and request for approval may cover PNWSAR's training calendar for an entire year or shorter period, or notice and request for approval may be made for specific training events. CCSO promptly shall review and respond to such requests for approval and shall provide a written explanation for any requests that are denied. Any training approved by CCSO under this paragraph shall be deemed approved for purposes of ORS 404.200(2)(b).
4. **Request for SAR Resources.** If PNWSAR is asked by any non-party to this Agreement to participate in a SAR mission, PNWSAR shall promptly notify CCSO of the request and direct the non-party to contact CCSO with their request.

The CCSO in its sole discretion shall determine whether PNWSAR will assist in any out of County SAR missions. CCSO promptly shall respond to such requests for approval. If CCSO determines that PNWSAR may assist in an out of County SAR mission, then PNWSAR shall act under the direction of CCSO during the course of that mission for purposes of ORS 404.210.

If CCSO determines that PNWSAR shall not assist in an out of County SAR mission, PNWSAR will comply with that determination.

Notwithstanding the foregoing, if PNWSAR is asked by a non-party to this Agreement to participate in an out of State SAR mission, PNWSAR shall promptly notify the CCSO of the request and PNWSAR may determine whether it will participate in the out of State mission.

If PNWSAR does participate in any out of State SAR mission, then PNWSAR and its members are not acting as agents of the Sheriff of Clackamas County for purposes of ORS 404.210, nor will PNWSAR and its members be provided workers' compensation by Clackamas County as provided by ORS 404.215.

5. **Consideration.** The County acknowledges that PNWSAR is a designated search and rescue organization registered with CCSO within the meaning of ORS 404.200(1)(c).

The County will not provide direct payment or compensation to PNWSAR or its members or Volunteers for the performance of SAR activities. However, pursuant to ORS 404.210, and subject to the limitations of the Oregon Tort Claims Act, the County shall defend, save harmless and indemnify PNWSAR and its Volunteers when such Volunteers are performing SAR activities under the direction of the Clackamas County Sheriff or his designee, and when PNWSAR's Volunteers are acting within the course and scope of their duties in performing SAR activities for the County.

In addition, the County will provide worker's compensation benefits to PNWSAR's Volunteers pursuant to ORS 404.215.

Notwithstanding any provision of this Agreement potentially to the contrary, nothing in this Agreement limits, or waives any rights, obligations, or liabilities of any Party to this Agreement as set forth in ORS Chapter 404 or other applicable statute.

6. **Representations and Warranties.**

A. *PNWSAR's Representations and Warranties:* PNWSAR represents and warrants to County that PNWSAR has the power and authority to enter into and perform this Agreement, and this Agreement, when executed and delivered, shall be a valid and binding obligation of PNWSAR enforceable in accordance with its terms.

B. *County Representations and Warranties:* County represents and warrants to PNWSAR that County has the power and authority to enter into and perform this Agreement, and this Agreement, when executed and delivered, shall be a valid and binding obligation of County enforceable in accordance with its terms.

7. **Termination.**

A. Either the Clackamas County Sheriff or PNWSAR may terminate this Agreement, without cause, at any time upon seven (7) days written notice to the other party.

B. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

8. **PNWSAR Liability.** Subject to Section 2 above, PNWSAR shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from a negligent or willful act or omission of PNWSAR, its Volunteers, members, subcontractors, agents, or employees, when such act or omission: (1) is by PNWSAR Volunteers who are not performing SAR

activities under the direction of the Clackamas County Sheriff or the Sheriff's designee; or (2) is by PNWSAR Volunteers acting outside of the course and scope of their duties in performing SAR activities for the CCSO.

9. **Insurance.** PNWSAR agrees to obtain at its own cost and furnish the County with evidence of commercial general liability insurance with a combined single limit of not less than \$1,000,000 for each claim, incident, or occurrence, with an aggregate limit of \$2,000,000 for bodily injury and property damage.

10. **Notices; Contacts.** Legal notice provided under this Agreement shall be delivered personally, by email or by certified mail to the individuals identified below.

A. The Clackamas County Sheriff or the Sheriff's designee will act as liaison for the County.

Contact Information:

Sheriff Craig Roberts
9101 SE Sunnybrook Blvd
Clackamas, OR 97015
503-785-5000
craigrob@co.clackamas.or.us

B. The president of PNWSAR or their designee will act as liaison for PNWSAR.

Contact Information:

Diana Worthen, President
With a copy to Tony Hobkirk, Vice President
PO Box 1263
Oregon City, OR 97045
503-451-3860
pnwboard@pnwsar.org

11. **General Provisions.**

A. **Oregon Law and Forum.** This Agreement, and all rights, obligations, and disputes arising out of it will be governed by and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County. Any claim between County and PNWSAR that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Clackamas County for the State of Oregon; 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 County 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, from any claim or from the jurisdiction of any court. PNWSAR, by execution of this Agreement, hereby consents to the *in personam* jurisdiction of the courts referenced in this section. Nothing in this Agreement shall limit any right or obligation of any Party under any statute or regulation.

- B. **Compliance with Applicable Law.** Both Parties shall comply with all applicable local, state and federal ordinances, statutes, laws and regulations. All provisions of law required to be a part of this Agreement, whether listed or otherwise, are hereby integrated and adopted herein. Failure to comply with such obligations is a breach of this Agreement.

- C. **Non-Exclusive Rights and Remedies.** Except as otherwise expressly provided herein, the rights and remedies expressly afforded under the provisions of this Agreement shall not be deemed exclusive and shall be in addition to and cumulative with any and all rights and remedies otherwise available at law or in equity. The exercise by either Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach, or for any other default or breach, by the other Party.

- D. **Access to Records.** PNWSAR shall retain, maintain, and keep accessible all records ("Records") relevant to this Agreement for a minimum of six (6) years, following Agreement termination or full performance or any longer period as may be required by applicable law, or until the conclusion of an audit, controversy or litigation arising out of or related to this Agreement, whichever is later. PNWSAR shall maintain its financial records in accordance with reasonably acceptable accounting standards for a volunteer organization of similar size. All other Records shall be maintained to the extent necessary to clearly reflect actions taken. During this record retention period, PNWSAR shall permit the County's authorized representatives access to the Records at reasonable times and places for purposes of examining and copying.

- E. **Debt Limitation.** This Agreement is expressly subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act, and is contingent upon

appropriation of funds. Any provisions herein that conflict with the above referenced laws are deemed inoperative to that extent.

- F. **Severability.** If any provision of this Agreement is found to be unconstitutional, illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The Court or other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe this Agreement without such provision to give effect to the maximum extent possible to the intentions of the Parties.

- G. **Integration, Amendment and Waiver.** Except as otherwise set forth herein, this Agreement constitutes the entire agreement between the Parties. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by such Party of that or any other provision.

- H. **Interpretation.** The titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

- I. **No Third-Party Beneficiary.** PNWSAR and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right or create any obligation, duty, or liability, whether directly, indirectly or otherwise to any person or entity not a party to this Agreement.

- J. **Subcontract and Assignment.** PNWSAR shall not enter into any subcontracts for any of the work required by this Agreement, or assign or transfer any of its interest in this Agreement by operation of law or otherwise, without obtaining prior written approval from the County, which shall be granted or denied in the County's sole discretion. County's consent to any subcontract shall not relieve PNWSAR of any of its duties or obligations under this Agreement.

- K. **Counterparts.** This Agreement may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- L. **Survival.** All provisions in sections 5, 6, 8, and 9 shall survive the termination of this Agreement.
- M. **Necessary Acts.** Each Party shall execute and deliver to the others all such further instruments and documents as may be reasonably necessary to carry out this Agreement.
- N. **Successors in Interest.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- O. **Force Majeure.** Neither PNWSAR nor County shall be held responsible for delay or default caused by events outside of PNWSAR's or County's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, each Party shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.
- P. **Confidentiality.** "Confidential Information" means any and all information of any form obtained by PNWSAR or its members from the County or during the course of a mission for CCSO, that the County identifies as confidential or as part of a criminal investigation, or that PNWSAR or its members should reasonably know to be confidential. Such Confidential Information includes, but it not limited to: personal medical information; information about suspected criminal activity; information pertaining to ongoing SAR missions. Confidential Information does not include information that PNWSAR or its members obtain outside the course of a mission or that is publicly available. PNWSAR acknowledges that it and its members may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire Confidential Information and agree to hold Confidential Information in strict confidence, using at least the same degree of care that PNWSAR uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purpose unless specifically authorized in writing under this Agreement by the Clackamas County Sheriff or the Sheriff's designee.

[Signatures on Following Page]

IN WITNESS HEREOF, the Parties have executed this Agreement by the date set forth opposite their names below.

Clackamas County

Clackamas County Sheriff

Chair, Board of County Commissioners

fol 

Craig Roberts, Sheriff

Date

Date

1/13/20

PNWSAR



President

30 December 2019

Date

Exhibit A

Procedures for CCSO callout to PNWSAR

When CCSO SAR members determine that PNWSAR Volunteers are needed to respond to a SAR situation and participate in a SAR mission, CCSO shall notify and callout PNWSAR by taking the following steps:

1. CCSO shall call the PNWSAR Board of Directors at 971-217-6769
2. CCSO shall call Tony Hobkirk at 503-519-8303
3. CCSO shall email the PNWSAR Board of Directors at pnwboard@pnwsar.org

Procedures for PNWSAR notification to CCSO

When PNWSAR is requested by a non-party to this Agreement to participate in an out of State SAR mission, PNWSAR shall notify CCSO by taking the following steps:

1. PNWSAR will call Deputy Scott Meyers at 503-849-3006

If Deputy Scott Meyers cannot be immediately reached at that number, PNWSAR shall take the following steps:

1. PNWSAR will call Deputy Mike Lightner at 971-409-1402
2. PNWSAR will call CCSO Dispatch at 503-655-8211
3. PNWSAR will email Deputy Scott Meyers at scottmey@co.clackamas.or.us

When PNWSAR notifies CCSO of its roster of members, evidence of insurance, or SAR training to be offered to its members, and when PNWSAR requests CCSO's approval of such training, PNWSAR shall take the following steps:

1. PNWSAR will email Deputy Scott Meyers at scottmey@co.clackamas.or.us
2. PNWSAR will call Deputy Scott Meyers at 503-849-3006
3. PNWSAR will call Deputy Mike Lightner at 971-409-1402

CCSO shall provide its approval of PNWSAR training in writing to:

1. pnwboard@pnwsar.org
2. president@pnwsar.org
3. trainingcom@pnwsar.org

**COUNTY COUNSEL DOCUMENT REVIEW
TRANSMITTAL FORM**

DATE: December 18, 2019

TO COUNTY COUNSEL ATTORNEY: Scott Ciecko

FROM:

EXTENSION: _____

DEPARTMENT/DIVISION: Sheriff's Office

BILL TO _____ (Department/Division to be billed)

TYPE OF DOCUMENT: Memorandum of Understanding

NAME OF DOCUMENT: MOUs between CCSO and search and rescue volunteer organizations

REQUESTED RETURN DATE: _____

Requestor Comments:

These agreements memorialize the working relationship and respective responsibilities of the Sheriff's Office and several volunteer search and rescue organizations that perform search and rescue services for the Sheriff within the County.

=====

APPROVED AS TO FORM:

County Counsel: 

Date: 12/18/19

Counsel Comments:

