



Clackamas County Sheriff's Office

ANGELA BRANDENBURG
Sheriff

November 2, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Requesting Approval of an Intergovernmental Agreement with the Oregon Department of Forestry (ODF) for law enforcement services in the Santiam State Forest

Purpose/Outcome	This IGA provides funding from the Oregon Department of Forestry to provide law enforcement services in the Santiam State Forest land to ensure public safety for those working and recreating in these areas
Dollar Amount and Fiscal Impact	ODF will reimburse CCSO \$30,000.00 per fiscal year, with a total contract value of \$150,000.00
Funding Source	Oregon Department of Forestry
Duration	The agreement is effective upon signature and remains in effect through June 30, 2026
Previous Board Action/Review	Not Applicable
Strategic Plan Alignment	Provides law enforcement services to ensure public safety
Counsel Review	Andrew Naylor via email 10/18/2021
Contact Person	Nancy Artmann, CCSO Finance Manager 503.785.5012
Contract No.	NA

BACKGROUND:

The purpose of the agreement is to provide law enforcement in the Santiam State Forest and adjacent State Forest land to ensure public safety for those working and recreating in these areas. In addition, law enforcement will support forest management by protecting resources such as soil and water damage and discouraging the theft of forest products.

RECOMMENDATION:

Staff respectfully recommends the approval of this intergovernmental agreement between Clackamas County and the Oregon Department of Forestry.

Respectfully submitted,

Jenna Morrison
Chief Deputy



INTERGOVERNMENTAL COOPERATIVE AGREEMENT
between
OREGON DEPARTMENT OF FORESTRY
&
CLACKAMAS COUNTY SHERIFF OFFICE



This COOPERATIVE AGREEMENT (the “Agreement”) is between the Oregon Department of Forestry (“ODF”) and the Clackamas County Sheriff Office (“CCSO”).

1. PURPOSE

The purpose of the Agreement is to provide law enforcement in the Santiam State Forest and adjacent State Forest land to help ensure public safety for those working and recreating in these areas. Law enforcement will support forest management by protecting resources such as soil and water from damage as well as by discouraging the theft of forest products. The public contact provided by law enforcement on the forest will help to educate forest users and will encourage safe, wise use of the forest.

2. Term of Agreement

The Agreement shall be effective as of the last date signed below, and shall remain in effect through June 30, 2026, unless terminated earlier in accordance with the provisions of the Agreement.

3. Services Provided by CCSO

ODF has a need for law enforcement efforts on its lands in and adjacent to the Santiam State Forest. CCSO agrees:

- A. To provide additional patrols on ODF roads within the Santiam State Forest, and to provide law enforcement in the Santiam State Forest and on adjacent State Forest land at locations determined by ODF. Primary emphasis of patrols will be at ODF-administered recreation sites.

These patrols will be any combination of regular patrol shifts and overtime patrol shifts that CCSO deems reasonable and able to fill. ODF recommends these additional patrols during weekends, holidays, hunting seasons, and other times when there is an increase in use on these lands. These patrols should also be included to fulfill ongoing criminal investigations on these lands.

CCSO may assign Deputy Sheriffs to other duties to meet emergency needs.

- B. To provide marked vehicles for each Deputy Sheriff capable of traversing forest roads. Marked vehicles shall be equipped with all necessary communications equipment.
- C. To notify ODF's Designated Representatives as soon as possible of any incidents on State Forest lands involving a fatality, a shooting, Search and Rescue, or a life flight transport.
- D. To provide ODF with quarterly written reports for all patrols and other services conducted under this Agreement. The quarterly report shall include the dates, Deputy Sheriff's name, time and location of each patrol or service, and the results found or action(s) taken. Services unrelated to State Forest lands shall be identified and shall not be billed to ODF.

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

- E. To send quarterly billings to: Santiam Unit Manager, Oregon Department of Forestry, North Cascade District, 2600 State St. Salem, OR 97310.

Quarterly billings shall be submitted to ODF within ten days following the end of the quarter.

Billings shall reference this Agreement and shall be itemized to include: Deputy Sheriffs' names, hourly rates and hours worked for personal services, vehicle mileage accrued during the quarter and description of items and actual costs for other expenses. ODF shall be billed for the costs associated with activities related to State Forest lands, but not for the cost of activities unrelated to State Forest lands, as specified in Section 3. B of this Agreement. Costs shall be billed in accordance with the provisions in Section 5 of this Agreement.

4. Services Provided by ODF

ODF agrees:

- A. To provide CCSO an orientation to ODF policies, regulations, and administrative rules necessary to meet the purposes and requirements of this Agreement.
- B. To work collaboratively with CCSO to develop and refine areas of emphasis and priority for law enforcement efforts on the Santiam State Forest. Review of emphases and priorities is expected to occur in the spring and the fall.

- C. To provide maps of the State Forest land to be patrolled, on-the-ground orientation to these lands and information about specific problem areas and concerns.
- D. To make payment to CCSO, per Section 5 of this Agreement, within forty-five (45) days of billing by CCSO.

5. Consideration

ODF agrees to reimburse CCSO for costs of providing the above-described services, according to the following criteria:

- A. Personal Services - Actual cost of services related to State Forest lands shall be reimbursed at the rate for the Sheriff's deputy at the time of the patrol. The hourly rate will be based upon the time the assigned deputy leaves the public building at 9101 SE Sunnybrook Blvd. Clackamas, OR and will account for vehicle use, employee benefits, dispatch services, and other items related to routine patrols. This rate, depending on the CCSO deputy assigned shall be \$79.00 to \$86.00 per hour.
- B. Equipment – Actual specialty equipment to enhance the capabilities of patrols, investigations of criminal activities, and search and rescue activities related to work in this specific forest environment. These items would be owned and maintained by CCSO and may be used in other locations as CCSO deems appropriate. The limit for equipment purchased and billed to ODF is \$1,000 per year.
- B. Total reimbursements made to CCSO shall not exceed \$30,000 per fiscal year (July 1 through June 30).

6. Amendments

The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any matter whatsoever, except by written instrument signed by both parties.

ODF may make written annual adjustments to the Agreement to update the maximum annual reimbursement specified in Section 5. B of this Agreement.

7. Termination

- A. This Agreement may be terminated by mutual consent of both parties at any time or by either party upon 30 days' notice in writing, and delivered by mail, email, or in person. Any such termination of this Agreement shall be without prejudice to any obligations or liabilities of either party accrued prior to such termination.

- B. ODF may terminate this Agreement effective upon delivery of written notice to CCSO, or at such other dates as may be established by ODF under any of the following conditions.
1. If ODF's funding is not continued at levels sufficient to allow for purchase of the specified services. When possible, and when agreed upon, the Agreement may be modified to accommodate a reduction in funds.
 2. If CCSO fails to perform the work specified herein, or fails to pursue the work so as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from ODF, fails to correct such failures within thirty (30) days or such longer period as ODF may authorize.
- C. CCSO may terminate this Agreement effective upon delivery of written notice to ODF or at such other dates as may be established by CCSO under any of the following conditions.
1. If CCSO funding or other resources are not continued at levels sufficient to allow for delivery of the services described in this Agreement. When possible, and when agreed upon, the Agreement may be modified to accommodate a reduction in funding or other resources.
 2. If ODF fails to perform the work specified herein, or fails to pursue the work so as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from CCSO, fails to correct such failures within thirty (30) days or such longer period as CCSO may authorize.

8. Funds Available and Authorized Payments

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

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

9. Access to Records

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

10. Representatives

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

- A. For ODF:
 - 1. North Cascade District, District Forester

- B. For CCSO:
 - 1. Nancy Artmann
503.785.5012
nartmann@clackamas.us

11. Condition of Performance:

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

12. Signatures:

Clackamas County

Oregon Department of Forestry

Sheriff, Clackamas County

District Forester

Date

Date

Attorney General's Office Legal Sufficiency Review

Assistant Attorney General

Date



Clackamas County Sheriff's Office

ANGELA BRANDENBURG
Sheriff

November 2, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Resolution Delegating Authority to the Clackamas County Sheriff's Office to accept a grant award through the United States Department of Justice, Office of Community Oriented Policing Services

Purpose/Outcome	The resolution delegates authority to Sheriff Angela Brandenburg to accept the grant award through the United States Department of Justice (DOJ)'s online grant application and acceptance portal
Dollar Amount and Fiscal Impact	Federal Award Amount is \$250,000.00
Funding Source	Federal Funding through the United States Department of Justice
Safety Impact	Furtheres the Board of County Commissioners' strategic priority of ensuring safe, healthy, and secure communities
Duration	Project Period 9/1/2021 through 8/31/2023
Previous Board Action/Review	The Board of County Commissioners approved Clackamas County Sheriff's office to apply for this grant funding on June 24 th , 2021
Counsel Review	Andrew Naylor via e-mail 10/26/2021
Procurement Review	Not Applicable
Contact Person	Nancy Artmann (503)785-5012
Award Number	15JCOPS-21-GG-02328-SPPS

BACKGROUND:

The Clackamas County Sheriff's Office (CCSO) was awarded funding from the DOJ to pilot an embedded Clinician/Deputy co-response team within our agency. Our Co-Responder Unit will pair a qualified, full-time Mental Health Clinician with a senior Patrol Deputy to decrease Patrol response times and provide immediate interventions. A Mental Health Case Manager and a Peer Support Specialist will support the Clinician and Deputy by collaborating and providing additional direct services to clients.

RECOMMENDATION:

Staff respectfully recommends the Board approve the resolution delegating authority to Sheriff Angela Brandenburg to accept the Grant through the United States Department of Justice's online grant application and acceptance portal.

Respectfully submitted,

Jenna Morrison
Chief Deputy

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF CLACKAMAS COUNTY, STATE OF OREGON**

In the Matter of Approving
Execution of 2021 Community
Policing Development Crisis
Intervention Teams Grant



Board Order No. _____

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Whereas, the Clackamas County Board of County Commissioners (the “Board”) has authority to sign all grants and any amendments or renewals of the same;

Whereas, the United States Department of Justice, Office of Community Oriented Policing Services, approved an application submitted by Clackamas County (through its Sheriff’s Office) for a grant award of \$250,000.00 under the 2021 Community Policing Development Crisis Intervention Teams Solicitation (the “Grant”);

Whereas, acceptance of the Grant can only be accepted through use of the United States Department of Justice’s online grant application and acceptance portal;

NOW THEREFORE, the Clackamas County Board of County Commissioners resolves as follows:

1. The requested acceptance of the Grant is hereby approved;
2. Sheriff Angela Brandenburg at the Clackamas County Sheriff’s Office is hereby delegated limited authority to take all steps reasonably necessary to accept the Grant through the United State Department of Justice’s online grant application and acceptance portal.

[Signatures to Follow]

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF CLACKAMAS COUNTY, STATE OF OREGON**

In the Matter of Approving
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Intervention Teams Grant



Board Order No. _____
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DATED this ____ day of _____, 2021

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary