



ABBREVIATED CONSENT CALENDAR FORMAT

Memorandum Date: January 8, 2024

Order Date: January 23, 2024

TO: Board of County Commissioners

DEPARTMENT: Sheriff's Office

PRESENTED BY: Debby Haller, Finance Manager

AGENDA ITEM TITLE: ORDER/IN THE MATTER OF ACCEPTING AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF OREGON OFFICE OF EMERGENCY MANAGEMENT FOR THE REIMBURSEMENT OF HELICOPTER FUEL COSTS INCURRED DURING SEARCH AND RESCUE OPERATIONS AND DELEGATING AUTHORITY TO THE COUNTY ADMINISTRATOR TO EXECUTE THE AGREEMENT

I. MOTION

Move approval of an Intergovernmental Agreement (IGA) with the State of Oregon Office of Emergency Management (OEM) for the reimbursement of helicopter fuel costs incurred during search and rescue operations and delegate authority to the County Administrator to execute the IGA.

II. DISCUSSION

A. Background Analysis

The Oregon Office of Emergency Management reimburses counties for helicopter fuel used during an air search and rescue mission pursuant to ORS 404.105. The program allows Lane County to seek reimbursement for oil and fuel during an air mission.

Lane County has participated in this program in the past and this IGA continues the relationship for the next five years.

Should the Sheriff's Office incur these costs during the term of the IGA, an invoice for reimbursement will be sent to OEM.

B. Health Implications

None

III. RECOMMENDATION

Staff recommend accepting the IGA from the OEM for reimbursement of oil and fuel expenses incurred during an air search and rescue mission conducted by Lane County Search and Rescue.

IV. ATTACHMENTS

Board Order

IGA

BEFORE THE BOARD OF COMMISSIONERS OF LANE COUNTY, OREGON

ORDER NO: 24-01-23-10

In the Matter of ACCEPTING AN
INTERGOVERNMENTAL AGREEMENT
WITH THE STATE OF OREGON OFFICE
OF EMERGENCY MANAGEMENT FOR
THE REIMBURSEMENT OF HELICOPTER
FUEL COSTS INCURRED DURING
SEARCH AND RESCUE OPERATIONS
AND DELEGATING AUTHORITY TO THE
COUNTY ADMINISTRATOR TO EXECUTE
THE AGREEMENT

WHEREAS, the Lane County Sheriff's Office operates a Search and Rescue program which occasionally utilizes helicopters for search and rescue missions; and

WHEREAS, the State of Oregon Office of Emergency Management, pursuant to ORS 404.15, reimburses counties for oil and fuel costs incurred in the operation of a helicopter during the search and rescue mission; and

WHEREAS, the Board of County Commissioners approves all contracts in excess of three years.

NOW, THEREFORE, the Board of County Commissioners of Lane County **ORDERS** as follows:

1. Approve a five-year IGA with Oregon Office of Emergency Management for the reimbursement of helicopter fuel costs incurred during a search and rescue operation.
2. Delegate authority to the County Administrator to execute the IGA.

ADOPTED this 23rd day of January, 2024.

Laurie Trieger, Chair
Lane County Board of Commissioners



AGREEMENT FOR SERVICES CONTRACT#:

Intergovernmental

Search and Rescue Air Fuel

THIS AGREEMENT is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Emergency Management, hereinafter referred to as "State" or "ODEM," and the [REDACTED], acting by and through its elected officials, hereinafter referred to as "Agency," both herein referred to individually as "Party" and collectively as "Parties."

RECITALS

By the authority granted in Oregon Revised Statutes (ORS) 190.110 and 283.110, state agencies may enter into agreements with units of local government or other state agencies for the performance of any or all functions and activities that a party to the agreement, its officers, or agents have the authority to perform.

ODEM is required, pursuant to ORS 404.105, to establish and maintain a program for the air search and rescue of lost aircraft and persons and for the air support of other emergency situations, and is authorized, pursuant to ORS 404.105(3), to enter into agreements with state and local agencies for air search and rescue and other emergency services; and

ORS 837.035 authorizes ODEM to approve money in the Oregon Aviation Search and Rescue Account for the payment of all expenses incurred in conducting activities authorized by ORS 404.105 to search for lost planes and lost persons, the rescue of lost persons, pilot survival education and training and all other expenses directly attributable to an air search and rescue program; and

Pursuant to ORS 404.110, the County Sherriff's Office is responsible for search and rescue activities within County; and

The Parties wish to enter into an agreement for fuel and oil reimbursement paid from ODEM to the County for aircraft utilized by the County for authorized Air Search and Rescue (SAR) Activities in the State of Oregon; and

ORS 190.110 authorizes a unit of local government or a state agency of this state to cooperate, by agreement or otherwise, with a unit of local government or a state agency of this state in exercising a power conferred upon it or in administering a policy or program delegated to it by law.

Terms of the Agreement

The Parties therefore agree as follows:

1. **TERM.** This Agreement shall be in effect on the date the Agreement has been signed by all Parties and all approvals required by law have been obtained. This Agreement shall terminate five years from the effective date unless it is terminated earlier pursuant to Section 14 or amended pursuant to Section 15.
2. **DEFINITIONS**

2.1 “Air Search and Rescue Activities” or “Air SAR Activities” means those activities over which ODEM has authority pursuant to ORS 404.105 and for which payment from the Aviation Search and Rescue Account is approved pursuant to ORS 837.035.

2.2 Oregon Aviation Search and Rescue Account

3. ROLES and RESONSIBILITIES

3.1 The County shall activate local Air SAR platforms in accordance with ORS 404.110, this Agreement, and all other applicable laws.

3.2 ODEM shall reimburse the County for fuel and oil used by local Air SAR assets in accordance with ORS 837.035, ORS 404.105, this Agreement, and all other applicable laws.

4. PROCEDURES FOR REIMBURSEMENT AUTHORIZATION

4.1 In order to be eligible for fuel and oil reimbursement the County or other person performing duties of the sheriff under ORS 405.110 shall complete the following procedures prior to commencing Air SAR Activities:

- i. The County shall provide the Oregon Emergency Response System (“OERS”) with a description of the mission and acquire a mission number from OERS.
- ii. OERS will notify the State SAR Coordinator or their designee of the County’s mission request. The State SAR Coordinator will contact the County and the County will provide details of the mission, including a mission description and the OERS mission number.
- iii. The County shall acquire an authorization number from ODEM. The State SAR Coordinator or their designee will record the information provided by OERS and issue the County an authorization number for fuel and oil reimbursement.

4.2 If the County fails to follow the proper procedures, including but not limited to failing to acquire authorization from ODEM prior to commencing Air SAR Activities, the County may not be eligible for reimbursement.

5. ISSUANCE OF REIMBURSEMENT

5.1 To receive reimbursement, the County shall provide the State SAR Coordinator with the following documentation within one year after the end of the mission using local Air SAR assets:

- i. A letter on the County Sheriff Office’s letterhead requesting reimbursement. The letter shall include a specified amount of money, the authorization number and the name.

- ii. A receipt for fuel or oil (either an original or a copy) showing the date of purchase, the quantity of fuel or oil purchased, and the cost per gallon of the fuel or oil products; and
 - iii. A completed Search and Rescue OERS Incident Report for the mission.
- 5.2 Upon receipt, ODEM will review the supporting documentation and if conditions are met, ODEM shall forward the documents to the Oregon Department of Aviation, to issue reimbursement to the County. In consideration for the services performed under this Agreement, State agrees to reimburse Agency for Eligible Costs within forty-five (45) days of receipt and approval by State of monthly Project invoices
- 5.3 If the County fails to meet any of the conditions of this Agreement, including but not limited to the County failing to request reimbursement within one year of ending Air SAR Activities, failing to acquire an authorization number prior to commencing Air SAR Activities, or not providing the required documentation, ODEM may not be able to provide reimbursement.

6. Certification

- 6.1 Each Party certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on its behalf, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind that Party.

7. No Substitutions or Assignments

- 7.1 Agency shall not assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without first obtaining the written consent of State. State's consent to any subcontract (or other delegation of duties) does not relieve Agency of any of its duties or obligations under this Agreement. This Agreement is binding upon and inures to the benefit of each of the Parties, and, except as otherwise provided, their permitted legal successors and assigns.

8. No Third Party Beneficiaries

- 8.1 Agency and State 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, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement. This provision survives termination of the Agreement.

9. Waiver; Amendment

- 9.1 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 State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision. This provision survives termination of the Agreement.

10. Notice

- 10.1 Except as otherwise expressly provided in this Agreement, all notices to be given relating to this Agreement must be given in writing by email, personal delivery, or postage prepaid mail, to a Party's Project Manager at the physical address or email address set forth in Exhibit F, or to such other addresses as either Party may indicate pursuant to this paragraph. Any notice so addressed and mailed becomes effective five (5) days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective when the sender receives confirmation of receipt from the recipient (not an auto-reply).

11. Severability

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

12. Counterparts

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

13. Integration

- 13.1 This Agreement and attached exhibits 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.

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

Agency/State
Agreement No.

, by and through its 

STATE OF OREGON, by and through
its Department of Emergency Management

Signature: 

Printed Name: _____

Date _____

Signature: _____

Printed Name: Traci Naile

Date _____

RECORDS

The Parties acknowledge and agree that State, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of the Parties which are directly pertinent to the specific Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after completion of the Project and final payment. Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by the requesting party. This provision survives termination of the Agreement.

WORKERS COMP

All employers, including the Agency and Agency's contractors, if any, that employ subject workers, as defined in ORS 656.027, who work under this Agreement in the State of Oregon shall comply with ORS [656.017](#) and shall provide the required Workers' Compensation Insurance coverage, unless such employers are exempt under ORS [656.126\(2\)](#). The coverage shall include Employer's Liability Insurance with coverage limits of not less than \$500,000 for each accident. Agency shall ensure that each of its contractors complies with these requirements.

GOVERNING LAW; VENUE; 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 laws. Any claim, action, suit or proceeding (collectively, "Claim") between the State and Agency that arises from or relates to the Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then unless otherwise prohibited by law, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. AGENCY HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS AND WAIVES ANY OBJECTION TO VENUE IN SUCH COURTS, AND WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM. Nothing herein shall be construed as a waiver of the State's sovereign or governmental immunity, whether derived from the Eleventh Amendment to the United States Constitution or otherwise, or of any defenses to Claims or jurisdiction based thereon. This provision survives termination of the Agreement.

COMPLIANCE WITH LAW

Agency shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement including, without limitation, the provisions of ORS 279B.220, 279B.225, 279B.230, 279B.235 and 279B.270 incorporated herein by reference and made a part hereof. Without limiting the generality of the foregoing, Agency expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990, as amended, and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable

requirements of federal and state civil rights and rehabilitation statutes, rules and regulations

REMEDIES

14. Agency default

- 14.1 In the event Agency is in default under this Agreement, ODEM 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: (i) termination of this Agreement, (ii) reducing or withholding payment for work or deliverables that Agency has failed to deliver within any scheduled completion dates or has performed inadequately or defectively, (iii) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, including for interest within the limits of ORS 293.462, and (iv) exercise of its right of recovery of overpayments under this Agreement or setoff, or both.
- 14.2 These remedies are cumulative to the extent the remedies are not inconsistent, and ODEM may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

15. ODEM default

- 15.1 In the event ODEM is in default under this Agreement or in the event ODEM terminates this Agreement, Agency's sole remedy will be:
 - I. For work compensable at a stated rate: A claim for unpaid invoices for work completed according to the requirements and acceptance criteria of this Agreement and for authorized expenses incurred and interest within the limits of ORS 293.462, less any claims ODEM has against Agency,
 - II. For deliverable-based work: A claim for the sum designated for completing the deliverable multiplied by the percentage of work completed and accepted by Agency, plus authorized expenses incurred, and interest within the limits of ORS 293.462, less previous amounts paid for the deliverable and any claims ODEM has against Agency.
- 15.2 In no event will ODEM be liable to Agency for any expenses related to termination of this Agreement, including attorney fees. If previous amounts paid to Agency exceed the amount due to Agency, Agency shall promptly pay any excess to ODEM.

16. The rights and remedies set forth in this Agreement are not intended to be exhaustive and the exercise by either Party of any right or remedy does not preclude the exercise of any other rights or remedies at law or in equity.

CONTACT INFORMATION

1. The Parties Contact Information is as follows:

- a. **State's Contact:** State's Project Manager for this Agreement is:

Name:	Traci Naile
Address:	3930 Fairview Industrial DR SE Salem, OR 97302
Ph:	971-209-9870
E-mail:	traci.naile@ODEM.oregon.gov

State SAR Coordinator

Name:	Scott Lucas
Address:	3930 Fairview Industrial DR SE Salem, OR 97302
Ph:	971-283-6135
E-mail:	scott.lucas@ODEM.oregon.gov

- b. **Agency Contacts:** Agency's Project Manager for this Agreement is:

Name:	
Address:	
Ph:	
E-mail:	

Agency's Invoice Contact and remit address for payments is (if different than section b above):

Name:	
Address:	
Ph:	
E-mail:	