

Contract Review Sheet

Intergovernmental Agreement

SO-6748-25

Title: Agreement to add Certified Paramedics to SWAT

Contractor's Name: Marion County Fire District #1

Department: Sheriff's Office

Contact: Kristy Witherell

Analyst: Sandra Fixsen

Phone #: (503) 373-4402

Term - Date From: July 1, 2025

Expires: December 31, 2029

Original Contract Amount: \$ -

Previous Amendments Amount: \$ -

Current Amendment: \$ -

New Contract Total: \$ -

Amd% 0%

No Funds Exchanged ☐ Federal Funds ☐ Reinstatement ☐ Retroactive ☐ Amendment greater than 25%

Source Selection Method: ORS190 Intergovernmental Agreement

Description of Services or Grant Award

This agreement establishes the terms and conditions under which the Marion County Fire District #1 will provide certified paramedics as members of the SWAT Team.

Desired BOC Session Date: 9/17/2025

Contract should be in DocuSign by: 8/27/2025

Agenda Planning Date: 9/4/2025

Printed packets due in Finance: 9/2/2025

Management Update: 9/2/2025

BOC upload / Board Session email: 9/3/2025

BOC Session Presenter(s) Sheriff Hunter, Chief McMann

Code: Y

REQUIRED APPROVALS

Finance - Contracts _____ Date _____

Contract Specialist _____ Date _____

Legal Counsel _____ Date _____

Chief Administrative Officer _____ Date _____



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: Wednesday, September 17, 2025

Department: Sheriff's Office

Title: Approve IGA with MCFD #1 to add Certified Paramedics to the Marion County SWAT Team

Management Update/Work Session Date: Tuesday, July 22, 2025 Audio/Visual aids ☐

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

Requested Action:

Staff is requesting the board to consider approval of an Intergovernmental Agreement with Marion County Fire District #1 (MCFD1) to add certified paramedics to the Marion County Special Weapons and Tactics (SWAT) Team through December 31, 2029.

Issue, Description & Background:

The Marion County Sheriff's Office reached out to MCFD1 to provide certified paramedics to the SWAT team. This agreement establishes the terms and conditions of incorporating certified paramedics, which includes testing, training, compensation responsibilities, equipment responsibilities, and chain of command.

The Original SWAT Agreement with law enforcement agencies (SO-5562-23) is still active.

Financial Impacts:

None

Impacts to Department & External Agencies:

None

List of attachments:

Agenda Review Form, IGA

Presenter:

Sheriff Hunter and Chief McMann - MCFD #1

Department Head Signature:

INTERGOVERNMENTAL AGREEMENT
Between
MARION COUNTY SHERIFF'S OFFICE
and
MARION COUNTY FIRE DISTRICT NO. 1

1. PARTIES TO AGREEMENT

This Agreement between Marion County Fire District No. 1, hereafter called MCFD1, and Marion County Sheriff's Office, a political subdivision of the state of Oregon, hereafter called County, is made pursuant to ORS 190.010 (Cooperative Agreements).

2. PURPOSE/STATEMENT OF WORK

The purpose of this Agreement is to establish the terms and conditions under which the MCFD1 will provide certified Paramedics to train with and act on call as members of the Special Weapons and Tactics (SWAT) team. These services are further described in Section 4.

- 2.1 Prior to the execution of this Agreement, County has previously developed, trained, and equipped a law enforcement SWAT team to respond to law enforcement situations where special tactical operations and equipment are needed. The purpose of this Agreement is to combine County and MCFD1 resources so that the public is better served.

3. TERM AND TERMINATION

- 3.1 This Agreement shall be effective from the date it is signed by all parties through December 31, 2029, unless sooner terminated or extended as provided herein.
- 3.2 This Agreement may be extended for an additional period of five years by written agreement, signed by both parties. Such extension shall also set forth any modifications to the terms of this Agreement.
- 3.3 This Agreement may be terminated by mutual written consent of both parties at any time or by either party upon 60 days' notice in writing and delivered by mail or in person. Any such termination of this Agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

4. OBLIGATIONS UNDER THE TERMS OF THIS AGREEMENT

- 4.1 The County and the MCFD1 recognize that incidents of serious criminal nature occur which require a specially trained and equipped law enforcement response. These incidents place demands on both County's and MCFD1's respective resources. The parties believe their respective resources and the public will be economically and operationally served by entering into this Agreement.
- a. This Agreement is intended to allow cooperation between the parties and the most efficient use of public resources. It does not create a separate governmental entity.

4.2 UNDER THE TERMS OF THIS AGREEMENT, MCFD1 SHALL:

- a. If certified and approved by County per Section 4.2.a of this Agreement, MCFD1 shall provide those Paramedics to train with and act on call as members of the County's SWAT team. Except as specially limited or particularly provided in this Agreement, such Paramedics shall be regarded as full members of the SWAT team without regard to their employer agency.
- b. Notwithstanding the foregoing, MCFD1 shall remain the respective employer of the Paramedics it provides under this Agreement although MCFD1 shall have no authority to direct, control, or supervise such Paramedics during their SWAT training or SWAT activation.
- c. MCFD1 may provide Paramedics as candidates for the SWAT team assigned to tactical duties. SWAT team candidates proposed by MCFD1 shall meet the same physical, background, and psychological qualifications required by the County for SWAT team members. If the SWAT team candidates proposed by MCFD1 are found to be qualified by the County, their names shall be forwarded to the MCFD1 Fire Chief for assignment to SWAT duty under Section 4.2.a of this Agreement. Once the Fire Chief or the Chief's designee makes a written assignment of an approved MCFD1 SWAT team candidate to SWAT duty, County shall accept that candidate as a SWAT team member.
- d. MCFD1 shall retain responsibility to compensate its Paramedic SWAT team members for time spent in training and SWAT activations in accordance with applicable MCFD1 employee policies, benefit plans, and collective bargaining agreements. County shall not be responsible for directly or indirectly compensating MCFD1 SWAT team members, including benefits.
- e. With the exception of County provided equipment under Section 4.3.b of this Agreement, MCFD1 shall furnish its SWAT team members' personal gear and equipment, per County specifications to be provided by the County SWAT Commander in writing to MCFD1 on or before January 1, annually. Such gear may include, but is not limited to uniforms, duty belts, utility pouches, medical supplies, eye protection, gloves, boots, ballistic helmets, and ballistic vests. MCFD1 shall only furnish gear and equipment approved by the County SWAT Commander.
- f. Subject to the following sentence, MCFD1 shall make its SWAT team members available for SWAT team duty and training as scheduled by the County. Notwithstanding the prior sentence, the MCFD1 Fire Chief or their designee may remove or reassign a MCFD1 SWAT team member from SWAT team duty at any time, in MCFD1's sole discretion.

4.3 UNDER THE TERMS OF THIS AGREEMENT, COUNTY SHALL:

- a. The County shall provide all mandated, required, and necessary training to MCFD1 SWAT team members to maintain their qualification to participate in Marion County's SWAT.
- b. The County shall furnish equipment not provided by MCFD1 under Section 4.2.e of this Agreement for use by MCFD1 SWAT team members including, but not limited to headsets, ammunition, firearms, and night vision devices.
- c. The County shall direct and supervise all SWAT team members while MCFD1 Paramedics are acting in the course and scope of their SWAT assignments, including training.
- d. The County shall examine, test, and screen candidates nominated by MCFD1 pursuant to Section 4.2.c of this Agreement under the same standards applied to County candidates. The County shall use its best efforts to include MCFD1 leadership in the selection process as testing and screening evaluators. The County, in consultation with the MCFD1 Fire Chief or the Chief's designee, shall have the authority to decline the participation of any MCFD1 SWAT team candidate and, after consultation with the MCFD1 Fire Chief, may inactivate or remove any MCFD1 Paramedic assigned under 4.2.a from the SWAT team.
- e. The Parties agree that, when the SWAT team is activated and responds, the jurisdiction in which the SWAT activities take place will assume responsibility for the overall management of law enforcement activities under the Incident Command System. Notwithstanding the prior sentence, all tactical decisions of the SWAT team shall be made by the County SWAT team Commander or that Commander's designee and not by the jurisdiction's Incident Commander.
- f. The County shall have no authority to impose discipline on SWAT team members not employed by the County.

4.4 UNDER THE TERMS OF THIS AGREEMENT, COUNTY AND MCFD1 SHALL:

- a. All MCFD1 Paramedics assigned to the SWAT team, when acting as a County SWAT team member, shall comply with County policies and procedures, including but not limited to, physical standards, use of force, custody authority, code of ethics, oath of office, and firearms qualifications.
- b. Notwithstanding Section 4.4.a of this Agreement, all MCFD 1 Paramedics assigned to the SWAT team shall comply with MCFD1 policies and procedures regarding a patient's standard of care, personnel administration, payroll reporting, overtime eligibility, off-duty conduct, discipline, internal affairs reporting, and other administrative matters.

5. COMPLIANCE WITH APPLICABLE LAWS

The parties agree that both shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this agreement. The parties agree that this agreement shall be administered and construed under the laws of the state of Oregon.

6. NONDISCRIMINATION

The parties agree to comply with all applicable requirements of Federal and State civil rights and rehabilitation statutes, rules and regulations in the performance of this agreement.

7. INDEMNIFICATION

To the extent permitted by the Oregon Constitution, and to the extent permitted by the Oregon Tort Claims Act, each party agrees to indemnify, defend, and hold harmless the other party and its officers, employees, and agents from and against all damages, losses and expenses, including but not limited to attorney fees and costs related to third party litigation, and to defend all third party claims, proceedings, lawsuits, and judgments arising out of or resulting from the indemnifying party's actions in the performance of or failure to perform under this Agreement.

8. INSURANCE

Each party shall be insured or self-insured. Subject to the immunities and privileges of the Oregon Tort Claims Act (ORS 30.260 to 30.295), County assumes all liability for SWAT team activities of county employees, including but not limited to training, responses, policies, and orders.

- 8.1 **REQUIRED INSURANCE.** MCFD1 shall carry and maintain, throughout the term of this agreement and at its sole expense, adequate insurance coverage specifically addressing the risks and liabilities arising from the services provided under this agreement, ensuring protection against any claims, damages, or losses resulting from MCFD1's performance of its obligations under this agreement.
- 8.2 **NOTICE OF CANCELLATION OR CHANGE.** Each party shall provide at least thirty (30) days' written notice to the other prior to any cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s). Any failure to comply with the reporting provisions of this clause shall constitute a material breach of Contract and shall be grounds for immediate termination of this Contract by the non-breaching party.
- 8.3 **CERTIFICATE(S) OF INSURANCE.** Each party shall provide to the other Certificate(s) of Insurance for all required insurance before performing any Services required under this Contract. The Certificate(s) must specify all entities and individuals who are endorsed on the policy as Additional Insured (or Loss Payees). Each party is responsible for its own deductibles.

9. MERGER CLAUSE

Parties concur with and agree that this Agreement constitutes the entire agreement between the parties. No waiver, consent, modification or change to the terms of this Agreement shall bind either party unless in writing and signed by both parties. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The parties, by the signatures below of their authorized representatives, hereby agree to be bound by this Agreement's terms and conditions.

10. NOTICES

Any notice required to be given MCFD1 or County under this Agreement shall be sufficient if given, in writing, by first class mail or in person, as follows:

For Marion County Fire District 1:
Fire Chief Kyle McMann
300 Cordon Rd NE.
Salem, OR 97317
Email: kylem@mcfcd1.com

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

Notwithstanding Section 9 of this Agreement, either party may designate a new authorized representative by written notice to the other.

11. MISCELLANEOUS PROVISIONS

11.1 Dispute Resolution. The parties are required to exert every effort to cooperatively resolve any disagreements that may arise under this Agreement. This may be done at any management level, including at a level higher than the persons directly responsible for administration of the Agreement. In the event that the parties alone are unable to resolve any conflict under this Agreement, they are encouraged to resolve their differences through mediation or other cooperative dispute resolution process.

11.2 Waiver. Failure of either party to enforce any provision of the Agreement does not constitute a waiver or relinquishment by the party of the right to such performance in the future nor of the right to enforce that or any other provision of this Agreement.

11.3 Severability. If any provision of this Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions are not affected; and the rights and obligations of the parties are to be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

11.4 Governing Law, Forum, and Venue. All matters in dispute between the parties to this Agreement arising from or relating to the Agreement, including without limitation alleged tort or violation, are governed by, construed, and enforced in accordance with the laws of the State of Oregon without regard to principles of conflict of laws. This section does not constitute a waiver

by County of any form of defense or immunity, whether governmental immunity or otherwise, from any claim or from the jurisdiction of any court. All disputes and litigation arising out of this Agreement will be decided by the state or federal courts of Oregon. Venue for all disputes and litigation will be in Marion County, Oregon.

11.5 No Third-Party Beneficiaries. County and MCFD1 are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives or may be construed to give or provide any benefit or right to third persons, either directly or indirectly, that is greater than the rights and benefits enjoyed by the general public, unless that party is identified by name in this Agreement.

11.6 Headings. The headings and captions in this Agreement are for reference and identification purposes only and may not be used to construe the meaning or to interpret the Agreement.

11.7 Force Majeure. Neither party will be held responsible for delay or default due to force majeure acts, events, or occurrences, including but not limited to fires, riots, wars, and epidemics, unless such delay or default could have been avoided by the exercise of reasonable care, prudence, foresight, and diligence by that party.

11.8 Multiple Counterparts. This Agreement and any subsequent amendments may be executed in several counterparts, facsimile or otherwise, all of which when taken together will constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement and any amendments so executed will constitute an original.

INTERGOVERNMENTAL AGREEMENT
Between
MARION COUNTY SHERIFF'S OFFICE
and
MARION COUNTY FIRE DISTRICT NO. 1

12. SIGNATURES

This agreement and any changes, alterations, modifications, or amendments will be effective when approved in writing by the authorized representative of the parties hereto as of the effective date set forth herein.

In witness whereof, the parties hereto have caused this agreement to be executed on the date set forth below.

MARION COUNTY SIGNATURE:

Chair Date

Commissioner Date

Commissioner Date

Authorized Signature: _____
Undersheriff Date

Authorized Signature: _____
Chief Administrative Officer Date

Reviewed by Signature: _____
Marion County Legal Counsel Date

Reviewed by Signature: _____
Marion County Contracts & Procurement Date

MARION COUNTY FIRE DISTRICT NO. 1

Authorized Signature: _____ Date: _____

Title: _____