

**INTERGOVERNMENTAL AGREEMENT No. 5927**  
**between**  
**OREGON DEPARTMENT OF CORRECTIONS**  
**and**  
**CITY OF SALEM**

This Agreement is made and entered into by and between the State of Oregon, by and through its Department of Corrections, hereinafter referred to as "ODOC", and City of Salem, Salem Police Department, hereinafter referred to as "USER", and both individually without distinction as "Party" and collectively as "Parties".

**Authority**

This Agreement is entered into pursuant to the authority granted by ORS 190.110, allowing state agencies to 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, and agents have the authority to perform.

**Purpose**

WHEREAS, ODOC owns and operates the Gath Road Training Facility, a law enforcement training facility located at 4755 Gath Road SE in Salem, Oregon ("Gath Rd. Training Facility"); and

WHEREAS it is the policy of ODOC to allow law enforcement agencies ("guest agencies") to use the Gath Rd. Training Facility on an as-available basis for training purposes; and

WHEREAS Oregon Revised Statutes, Chapter 190.110(1) authorizes units of state and local government to enter into intergovernmental agreements for the performance of their duties or for the exercise of powers conferred upon them;

Now therefore, the Parties hereto, in consideration of those mutual promises, terms and conditions hereinafter provided, agree to the following (the "Agreement"):

**1. Authorized Representatives**

ODOC designates Grant Yoder as its authorized representative, to act on its behalf in matters related to this Agreement. Mr. Yoder may be contacted at:

Grant Yoder  
Oregon Department of Corrections  
Professional Development Unit (PDU)  
5485 Turner Rd SE  
Salem, OR 97317  
Phone (503) 934-1014  
Email address [grant.m.yoder@doc.state.or.us](mailto:grant.m.yoder@doc.state.or.us)

USER designates Lieutenant Ben Bales, as its authorized representative, to act on its behalf in matters related to this Agreement. Lt. Bales may be contacted at:

Salem Police Department  
Lt. Bales  
555 Liberty St. SE  
Salem, OR 97301  
(503) 588-6410  
Email [bbales@cityofsalem.net](mailto:bbales@cityofsalem.net)

## **2. Effective Date and Duration**

This Agreement shall become effective on the date of the last signature below. The term of the Agreement shall be perpetual, subject to the termination provisions within. Both Parties will review the Agreement every two years from the effective date of Agreement, to ensure all provisions and details remain current.

## **3. Intended Use/No Transferability**

ODOC and USER agree that USER access to the Gath Rd. Training Facility includes the following designated classrooms and ranges and is only permitted for the listed uses.

### CLASSROOMS

Classroom A: may be used as a regular training classroom;  
Classroom B: may be used as a Defensive Tactics training room if properly set up with protective mats.

### RANGES

Range A: may only be used as a 10 position pistol range;  
Range B: may only be used as a 10 position pistol range;  
Range C: may only be used as a tactical shotgun and pistol range;  
Range D: may only be used as tactical pistol range;  
Range E: may only be used as a 10 position rifle and pistol range;  
Range F: may only be used as a 10 position rifle and pistol range;  
Range G: may only be used as a 5 position rifle range

The classrooms and ranges provided for and used under this Agreement are for official use only by USER and are exclusively for its government business related purposes. USER shall not sell, barter, or share access to the Gath Rd. Training Facility, or allow access to the Gath Rd. Training Facility with or to any other individual or organization without the prior written permission of ODOC.

USER's guests are limited to USER employees that are professionally credentialed law enforcement or professional law enforcement training providers who have been approved by USER to participate in the scheduled training, either as instructors or as students. Any observers must be authorized employees of the USER's agency. In no case shall friends, family members, or other observers be allowed access to the Gath Rd. Training Facility.

USER shall complete and submit the attached Exhibit B, ODOC Firing Range Facility Use Report to the PDU staff in the Training facility office after each training day. If PDU staff are unavailable, Exhibit B shall be placed into the lock box located directly outside of the Training facility office front door.

#### **4. Responsibilities of ODOC**

4.1 Scheduling. During the fourth quarter of each calendar year ODOC will assess the training needs of ODOC's Salem area institutions for the forthcoming year and calendar these needs. ODOC will then distribute this calendar to USER and any other law enforcement agency granted use of the Gath Rd. Training Facility to allow USER and any other law enforcement agencies to select from the remaining available dates. It will be the responsibility of USER to negotiate with the other law enforcement agencies regarding any scheduling conflicts that may occur and notify ODOC of the outcome.

4.2 In the event that USER and one or more law enforcement agencies arrive to use the same venue at the Gath Rd. Training Facility at the same time, USER shall contact ODOC to determine the actual scheduled user. Conflicts can be minimized by carefully reviewing the Range Calendar and consulting ODOC for schedule confirmation a few days before the scheduled date for use of the Gath Rd. Training Facility

4.3 ODOC will notify USER whenever a schedule change is performed that affects USER.

4.4 ODOC reserves the right to cancel USER's scheduled use of the training venue with 30 days notice. A reasonable effort will be made to reschedule USER's use of the Gath Rd. Training Facility as soon as possible.

4.5 ODOC will establish on-going protocols to ensure the safety of all individuals who utilize the Gath Rd Training Facility. ODOC will also monitor the performance of guest agencies to ensure that established protocols are adhered to.

#### **5. Responsibilities of USER**

5.1 USER's use of the Range shall be subject to all rules and regulations for use of the facility as prescribed by ODOC. USER agrees to comply at all times with all applicable federal, state, and local laws, rules, ordinances and regulations, including OSHA regulations and the ODOC Range Use Rules, a copy of which is attached hereto as Exhibit A and by this reference is incorporated in this Agreement.

5.2 USER shall complete and submit to ODOC Authorized Representative, as identified in Section 1, a Facility Usage Report, a copy of which is attached hereto as Exhibit B and by this reference is incorporated in this Agreement, before leaving the Training Facility at the conclusion of each training day. This report must document facility safety concerns and incidents experienced by the USER, if they occur, and that the USER confirms that the USER has collected and removed all fired and unused cartridges.

5.3 USER shall keep ODOC informed of the name and telephone number of its Range Master and USER's Agency Representative. USER shall provide copies of each Range Master's firearms certification who will be conducting training at the Gath Rd. Training Facility. USER shall conduct rifle training only on Ranges "E, F, and G", the authorized rifle training ranges, and will limit the maximum caliber fired to .308. USER shall conduct shotgun training only on range "C". Shotgun slug rounds may be used on the rifle ranges.

5.4 USER shall take all reasonable safety precautions to address unusual incidents or circumstances not provided for in the existing Gath Rd. Training Facility Firing Range Safety Rules.

5.5 USER shall pick up and remove all munitions, empty fired cartridges, and all unused cartridges from the range at the end of each training session. USER is responsible for disposing of all of USER's munitions, empty fired cartridges and shells ("brass") left on the Range grounds. Unused or damaged munitions, rounds and brass shall not be placed in the dumpster or in any way left at the Range. All munitions, empty fired cartridges and shells ("brass") shall be properly disposed of by USER off of and away from the Gath Rd. Training Facility. By signing this agreement, USER acknowledges that inmate work crews are present at the Gath Rd. Training Facility Firing Range at certain times and it is therefore extremely important that USER collect all unused munitions, rounds and brass. USER acknowledges that live rounds left at the facility pose a significant threat to the safety and security of ODOC's correctional facilities.

5.6 Because neighbors to the Gath Rd. Training Facility require notification when particularly loud or automatic firearms and weapons are used, USER shall notify the ODOC Authorized Representative in writing, no fewer than seven days in advance of using the Gath Rd. Training Facility, if USER intends to use or deploy any automatic firearms or weapons which are particularly loud.

5.7 USER shall not use any gas or chemical emitting munitions or explosives other than routine distraction devices, such as "flashbangs," without prior written permission of the ODOC Authorized Representative.

5.8 USER shall only shoot at paper or cardboard targets. USER shall not shoot at any type of steel or non-standard target without prior written permission of ODOC. Violation of this rule will result in being billed for the reclamation of the lead.

5.9 Violation of this section could lead to a suspension of one year from the date of infraction with no refund of Range Usage Fee or termination of range usage at the discretion of ODOC.

## **6. Access to ODOC Facilities**

ODOC shall have the right to deny USER, USER's agents, employees or guests (if any) access to any premises controlled, held, leased, or occupied by ODOC if, in the sole judgment of ODOC, such persons pose a threat of harm to any person, property or ODOC facility.

## **7. Consideration; Invoicing; Payment**

7.1 Consideration. Subject to the terms and conditions of this Agreement, USER shall pay ODOC \$1,000.00 per year for access to and use of the Gath Rd. Training Facility. If the range is left in an unacceptable condition after USER's use, USER shall be assessed and pay a clean-up fee of \$50 per hour for each hour of work needed by ODOC to make the range appropriately usable, safe and clean.

7.2 Invoicing. ODOC will invoice USER for usage on an annual basis. Any clean-up fees will be invoiced upon occurrence. The invoice shall be sent to:

Salem Police Department  
Lt. Bales  
555 Liberty St. SE  
Salem, OR 97301

7.3 Payment. USER shall submit payment to ODOC within 30 days of receipt of invoice. USER shall send payments to the address identified below and shall include this Agreement DOC # **5927** with payment.

Attn: Accounts Receivable  
Accounting Department  
Oregon Department of Corrections  
2575 Center Street NE  
Salem, OR 97301

## **8. Termination**

8.1 Either Party may terminate this Agreement at any time upon 30 days written notice. Written notice shall be sent to the other's Party designated Authorized Representative.

8.2 Either Party may execute immediate termination of this Agreement, upon written notice to the other Party, upon the occurrence of any of the following events:

8.2.1 ODOC fails to receive funding or appropriations, or experiences expenditure authority limitations the effect of which restricts or eliminates ODOC's ability to provide USER access to or use of the Gath Rd. Training Facility;

8.2.2 Performance under this Agreement for either party is prohibited by federal or state law, applicable rules, regulations or ODOC or USER guidelines; or

8.2.3 A Party commits any material breach or default of any covenant, warranty or obligation under this Agreement, or fails to perform its duties under this Agreement within the time specified herein or any extension thereof, or so fails to pursue its duties as to endanger the aggrieved Party's performance under this Agreement in accordance with its terms, and such breach, default or failure is not cured within 20 business days after delivery of the aggrieved Party's notice to the other Party of such breach, default, or

failure, or within such longer period of cure as the aggrieved Party may specify in such notice. Classroom and range use by USER may be suspended by ODOC during this 20-business-day period.

## **9. Amendments**

The terms of this Agreement may not be waived, altered, modified, supplemented or otherwise amended, in any manner whatsoever, except by written mutual agreement signed by authorized representatives of the Parties.

## **10. Indemnification**

To the extent permitted by Article XI, Section 7 and Section 10 of the Oregon Constitution and by the Oregon Tort Claims Act, each Party shall indemnify the other Party against liability for damage to life or property arising from the indemnifying Party's own activities under this Agreement, provided that a Party will not be required to indemnify the other Party for any such liability arising out of the wrongful acts of employees or agents of that other Party. USER's total liability shall not exceed the tort claims limits provided in Oregon Tort Claims Act, ORS 30.260 to 30.300, for 'local public bodies.

USER acknowledges that the Gath Rd. Training Facility has a wet fire suppression system and that USER is solely responsible for the recovery of documents and equipment belonging to USER in the event that the system becomes activated.

## **11. Compliance with Law**

In connection with each Party's activities under this Agreement, ODOC and USER shall comply with all applicable federal, state and local laws and regulations.

## **12. No Third Party Beneficiaries**

ODOC and USER 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.

## **13. Force Majeure**

Neither Party of this Agreement shall be held responsible for delay or default caused by fire, riot, or acts of God, sovereign, public enemy or war which is or are beyond that Party's reasonable control.

## **14. Merger, Waiver and Modification**

This Agreement and all attachments constitute 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 duly authorized representatives of both Parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. BOTH PARTIES, BY THE SIGNATURE BELOW OF THEIR AUTHORIZED REPRESENTATIVES, HEREBY ACKNOWLEDGE THAT THEY HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.

#### **15. Survival**

All rights and obligations shall cease upon termination or expiration of this Agreement, except for the rights and obligations set forth in Sections 10, 12, 14, 15, 16 and 19.

#### **16. Notice**

Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by email, personal delivery, facsimile, or mailing the same, postage prepaid, to USER or ODOC at the address, number or email address set forth in this Agreement, or to such other addresses or numbers as either Party may indicate pursuant to this Section 16. Any communication or notice so addressed and mailed shall be effective five (5) days after mailing. Any communication or notice delivered by facsimile shall be effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours, or on the next business day, if transmission was outside normal business hours of the recipient. To be effective against ODOC, any notice transmitted by facsimile must be confirmed by telephone notice to ODOC's Contract Administrator. Any communication or notice given by personal delivery shall be effective when actually delivered. Any communication or notice given by email shall be effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system.

#### **17. Severability**

The Parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions 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.

#### **18. Counterparts**

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 the Agreement so executed shall constitute an original.

## 19. 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 law. Any claim, action, suit or proceeding (collectively, "Claim") between ODOC (and/or any other agency or department of the State of Oregon) and USER that arises from or relates to this Contract 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 it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether it is 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.

## 20. Signatures

In witness whereof, the Parties hereto have set their hands and affixed their seals as of the day and year hereinafter written.

Department of Corrections

City of Salem

By: \_\_\_\_\_  
Contracts Officer                      Date

By: \_\_\_\_\_ Date \_\_\_\_\_





## EXHIBIT A

### OREGON DEPARTMENT OF CORRECTIONS FIRING RANGE SAFETY RULES

1. No firing or explosives use before 8 AM or after 5 PM.
2. No firing or explosives use Saturday, Sunday or legal holidays.
3. All firing must be supervised by a Range Master or Firearms instructor approved by the Department of Corrections Training Administrator or Designee
4. Range use must be scheduled through Department of Corrections Staff Training Section (503) 378-6971
5. A Facility Use Report must be filled out and submitted to the ODOC Training facility office at the end of each training day.
6. All firing must be confined to established Ranges A-G.
7. No shooting except from established firing lines.
8. All targets must be placed within 15 feet of backstop wall.
9. No airborne targets.
10. All personnel on the Range must wear eye and ear protection.
11. During fog, the target line must be visible before firing is authorized.
12. No vehicles allowed off of established roadways.
13. Only 1 range vehicle allowed on the range for the transporting of range equipment. The range vehicle must park in the designated parking area for range vehicles. All other vehicles must park in the designated Guest parking area.
14. No alcoholic beverages allowed on the property.
15. No one under age 18 allowed.
14. No unauthorized visitors allowed on the property.
15. No pets allowed on range or in unattended vehicle.
16. Pick up and remove from the facility all empty fired cartridges, all unused cartridges and live or spent munitions from the range at the end of each training session.
17. Use of any type of or non-standard (non-paper or cardboard) targets must be preapproved through ODOC PDU.



EXHIBIT B  
FIRING RANGE /FACILITY USE REPORT  
OREGON DEPARTMENT OF CORRECTIONS

FIRING RANGE  
4755 GATH RD SE  
SALEM OREGON  
503-373-7140

COMPLETE THE FOLLOWING INFORMATION AFTER USE:

Caliber/Manufacturer of ALL Ammunition used: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Type of Chemical Agents Used \_\_\_\_\_

Number of Rounds Fired Per Participant \_\_\_\_\_

Type of Weapons Used \_\_\_\_\_

Number of Participants on Range \_\_\_\_\_

Facilities used By Agency: Range A B C D E F G Classroom A B (circle all that apply)

Any Unusual Incidents  
Noted \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Comments \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

All Firing Areas Cleared of Spent/Live Chemical Agents- Y N N/A

All Firing Areas Cleared of Spent/Live Ammo Casings- Y N

All Lead Hazard Information Covered- Y N

Range Master/Firearms Instructors Name \_\_\_\_\_

Signature of Range Master/Firearms Instructors Name \_\_\_\_\_

Agency Name \_\_\_\_\_

Date/Time \_\_\_\_\_

For Office Use Only

Live Rounds \_\_\_\_\_ Spent Casings \_\_\_\_\_ Munitions \_\_\_\_\_

**NOTE: PLEASE ENSURE THAT ALL LIVE AMMUNITION, BRASS, AND MUNITIONS ARE PICKED UP AT THE END OF YOUR TRAINING DAY AND TAKEN BACK TO YOUR AGENCY. INMATES REGULARLY HAVE ACCESS TO AREAS OF THE RANGE SO IT IS PARAMOUNT THAT ALL LIVE AMMO AND SPENT CASINGS BE LOCATED AND REMOVED FROM THE AREA AND TAKEN OFF SITE.**