

GOVERNMENT CONTRACT (190 AGREEMENT)

This is an agreement between Gresham Police Department (GPD) and the Multnomah County Sheriff's Office (MCSO), pursuant to authority granted in ORS Chapter 190.

PURPOSE:

The purpose of this agreement is to continue the combined Special Emergency Response Team (SERT). SERT includes the tactical unit (SWAT) and Crisis Negotiators (CNT). SERT responds to high risk and tactical incidents within the City of Gresham and unincorporated Multnomah County including all jail facilities. The Team shall be known as GPD/MCSO SERT.

The parties agree as follows:

1. **TERM** The term of this agreement shall be from November 1, 2004 to November 1, 2006 unless terminated under the provisions below.
2. **RESPONSIBILITIES OF GPD.** GPD agrees as follows:
 - a) GPD shall provide and maintain the SWAT Tactical Van, SWAT Armored Vehicle, and CNT vehicle to transport SERT Equipment for incidents and training.
 - b) GPD shall provide the administration and supervision of the SERT Team.
 - c) GPD agrees to pay for any specialized training officers receive relating to an assignment to SERT. GPD also agrees to pay for any related travel expenses, lodging, and per diem associated to SERT training.
 - d) GPD and MCSO shall share responsibilities to provide the necessary orientation and monthly training in the area of tactical response along with periodic CNT training.
 - e) GPD shall develop the selection criteria for new members to SWAT and CNT. Any changes to the current selection criteria will be mutually agreed on.
 - f) GPD and MCSO agree to joint participation in the selection process for new members for SWAT and CNT.
 - g) GPD shall provide Incident Command for incidents occurring with the City of Gresham.

- h) GPD and MCSO agree to develop and recognize a threat assessment relating to search warrants and high-risk incidents. The threat assessment will be completed by December 1, 2004 with a target implementation date of no later than January 1, 2005.

3. **RESPONSIBILITIES OF MCSO.** MCSO agrees as follows:

- a) MCSO will provide a minimum of (4) four to a maximum of (6) six deputies to the SWAT Team and (1) one Negotiator to CNT for the duration of the agreement. One deputy assigned to the SWAT Team can hold the rank of Sergeant. The deputy assigned to CNT will hold the rank of Deputy or Sergeant. Additionally, MCSO agrees to assign (1) one member of Command Staff as a liaison to SERT
- b) MCSO agrees GPD will develop the selection criteria for SWAT and CNT. GPD and MCSO agree to joint participation in the selection process for new members for SWAT and CNT. Changes in the selection criteria will be mutually agreed on.
- c) MCSO shall provide its personnel with GPD comparable uniforms, weapons, and other specialized equipment. MCSO shall reimburse GPD for proportionate costs incurred for training sites, ammunition, chemical agents and other expendables related to SERT training and call-outs at a rate of \$350.00 per month.
- d) MCSO shall provide a Mobile Command Post vehicle.
- e) MCSO agrees to pay for any specialized training deputies receive relating to an assignment to SERT. MCSO retains the right to approve or disapprove of specialized training requests made by deputies assigned to SERT. MCSO also agrees to pay for any related travel expenses, lodging, and per diem associated to SERT training.
- f) All costs for MCSO personnel salaries, including overtime for incidents or training, and Worker's Compensation will be the responsibility of MCSO.
- g) MCSO shall provide Incident Command for incidents occurring within Unincorporated Multnomah County, City of Wood Village, and City of Maywood Park.
- h) MCSO and GPD agree to develop and recognize a threat assessment relating to search warrants and high-risk incidents. The threat assessment will be completed by December 1, 2004 with a target implementation date of no later than January 1, 2005.

4. **TERMINATION** This agreement may be terminated prior to the agreed term:

- a) By mutual written consent of the parties; or,
- b) By either party upon (30) thirty days notice to the other, delivered by certified mail or in person; or,
- c) By either party effective upon delivery of written notice to the other party under any of the following conditions:
 - (i) if a party fails to provide services called for by this agreement within the time specified or an extension thereof;
 - (ii) if a party fails to perform any other provision of this agreement, or fails to pursue the work of this agreement in accordance with its terms after receipt of (10) ten days written notice of failure to perform.

Any termination of the agreement shall be without prejudice to any obligation or liabilities of either party accrued prior to such termination.

5. **INDEMNIFICATION** Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.300, County shall indemnify, defend and hold harmless GPD from and against all liability, loss and costs arising out of or resulting from acts of County, its officers, employees and agents in the performance of this agreement. Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.300, GPD shall indemnify, defend and hold harmless County from and against all liability, loss and costs arising out of or resulting from acts of GPD, its officers, employees and agents in the performance of this agreement.

6. **INSURANCE** each party shall each be responsible for providing worker's compensation insurance as required by law. Neither party shall be required to provide or show proof of any other insurance coverage.

7. **ADHERENCE TO LAW** Each party shall comply with all federal, state and local laws and ordinances applicable to this agreement.

8. **NON-DISCRIMINATION** Each party shall comply with all requirements of federal and state civil rights and rehabilitation statutes and local non-discrimination ordinances.

9. **ACCESS TO RECORDS** Each party shall have access to the books, documents and other records of the other which are related to this agreement for the purpose of examination, copying and audit, unless otherwise limited by law.

10. **SUBCONTRACTS AND ASSIGNMENT** Neither party will subcontract or assign any part of this agreement without the written consent of the other party.

11. **THIS IS THE ENTIRE AGREEMENT** This Agreement constitutes the entire Agreement between the parties. This Agreement may be modified or amended only by the written agreement of the parties.

12. **ADDITIONAL TERMS AND CONDITIONS**

a. **SERT Operations:**

- (i) Operations conducted within Unincorporated Multnomah County, Wood Village, and Maywood Park will be under command and control of MCSO.
- (ii) Operations conducted within the City of Gresham will be under command and control of GPD.
- (iii) Operations outside of Unincorporated Multnomah County, Wood Village, Maywood Park and the City of Gresham shall fall under command and control of the local jurisdiction. If the local jurisdiction declines incident command, the originating agency, if GPD or MCSO, will assume incident command. Otherwise, Incident Command shall be shared by MCSO and GPD.

b. **REPORTS**

GPD and MCSO command shall receive an "After Action Report" from the SWAT Team Leader and CNT Team Leader, or designees, detailing the operational activities of SERT incidents and all training sessions.

c. **NOTICES**

Any notices required by this agreement shall be sent by the parties to the addresses below:

City of Gresham Police Department
1333 NW Eastman Parkway
Gresham, OR 97030
Attn: Lt. Tim Gerkman

Multnomah County Sheriff's Office
12240 NE Glisan
Portland, OR 97230
Attn: Chief Deputy Lee Graham

MULTNOMAH COUNTY, OREGON

By Bernie Giusto
Bernie Giusto, Sheriff
Date 1/12/2005

By _____
Diane M. Linn, County Chair

Reviewed:

By S.E.A.
Agnes Sowle, County Counsel
For Multnomah County

GRESHAM POLICE DEPARTMENT

By Carla C. Piluso
Carla C. Piluso, Chief of Police
Date 01/07/05

By Charles J. Becker
Charles Becker, Mayor
City of Gresham

By Erik Kvarsten
Erik Kvarsten, City Manager
City of Gresham

Approved as to form:

By Miles Ward
Miles Ward, Asst. City Attorney