

INTERAGENCY COOPERATIVE AGREEMENT

This Agreement is made and entered into between the City of Gresham Police Department (Gresham) and the Multnomah County Sheriff's Office (County).

Recital:

Both agencies recognize a need for efficiencies in both the delivery of service and costs associated to those services for the taxpayers of Multnomah County. It is understood that this agreement is a temporary measure as both agencies work in cooperation to explore the feasibility of a contract for the delivery of law enforcement services to the unincorporated areas of East Multnomah County by The Gresham Police Department.

Purpose:

The purpose of this Agreement is to allocate law enforcement personnel of both Gresham and County to the Gresham Police Department Investigations Division, which is operated and administered by the Gresham Police Department. Gresham will provide the administrative management and oversight to the Division. Gresham and County will provide joint, first-line supervision of the Division.

The parties agree as follows:

1. TERM: The initial term of this Agreement shall be from February 15th, 2006 through June 30th 2007.
2. RESPONSIBILITIES OF PARTIES: See attached Exhibit 1.
3. TERMINATION: This Agreement may be terminated as follows:
 - a. Any party may terminate this Agreement for its convenience upon thirty (30) days written notice of its intention to terminate.
 - b. At any time upon mutual agreement.
4. INDEMNIFICATION:

Personnel assigned to the Division will remain employees of the assigning agency for all purposes. Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, County shall indemnify, defend and hold harmless the City of Gresham from and against all liability, loss, and costs arising out of or resulting from the acts of Multnomah 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 30.260 through 30.300, Gresham shall indemnify, defend, and hold harmless Multnomah County from and against all liability, loss, and costs arising out of or resulting from the acts of Gresham, its officers, employees, and agents in the performance of this Agreement.

5. **INSURANCE:** Each party shall be responsible for providing workers' compensation insurance as required by law. Each party certifies that liability insurance coverage for the agency and its officer and employees shall remain in full force and effect during the term of this agreement.
6. **ACCESS TO RECORDS:** Each party must have access to the books, documents, and other records of the other parties related to this Agreement for the purpose of examination, copying, and audit, unless otherwise limited by law.
7. **ENTIRE AGREEMENT:** This Agreement and Exhibits 1 and 2 constitute the entire agreement between the parties. This Agreement may be modified or amended only by the written agreement of the parties.
8. **NOTICES:** The parties must send any notices, bills, invoices, reports, or other written communications required by this Agreement through the United States Mail, first-class postage paid or personally delivered to the addresses below:

Gresham Police Department
 Attn: Lt. Dale Cummins
 1333 NW Eastman Parkway
 Gresham, Oregon 97030

Multnomah County Sheriff's Office
 Attn: Captain Garr Neilson
 501 SE Hawthorne Street
 Portland, Oregon 97214

CITY OF GRESHAM

 Carla C. Piluso, Chief of Police

 Date Signed

 Charles J. Becker, Mayor

 Date Signed

 Eric Kvarsten, City Manager

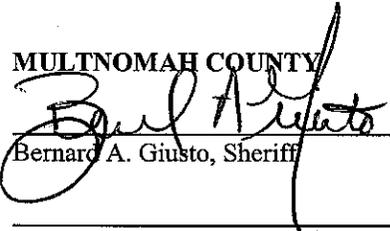
 Date Signed

REVIEWED BY:

 CITY ATTORNEY

 Date Signed

MULTNOMAH COUNTY


 Bernard A. Giusto, Sheriff


 Date Signed

 Diane M. Linn, County Chair

 Date Signed

REVIEWED:

County Counsel
 For Multnomah County

By: _____

Date: _____

EXHIBIT 1

Gresham Police Department Investigations Division

Service Level:

For the term of this Agreement, County will provide one (1) full-time sergeant (FTE), and five (5) full-time deputies (5 FTE's), for assignment to the Gresham Police Department Investigations Division (Division), and Gresham will assign (2) FTE sergeants and (17) FTE Detectives to the Division on a quarterly basis, the parties will reassess the level of police service including personnel, equipment, and related support, to be provided to the Division and any changes to number of assigned personnel will be confirmed in writing. For purposes of this Agreement, the sergeant/deputies assigned to the Division by County will be referred to as County assigned personnel, and the personnel assigned to the Division by Gresham will be referred to as Gresham assigned personnel.

1. OPERATIONS

- a. Deployment: The parties recognize that they have legitimate interests in the management and deployment of sergeants/detectives assigned to the Division. The parties will work together to ensure that the allocation and deployment of police personnel assigned to the Division shall be consistent with sound police practices.
- b. Specialty Assignment: The parties recognize the value of police specialty assignments and training. Gresham reserves the right, however, to limit the number of sergeants/officers assigned to the Division who hold specialty status and require specialized training when the assignment impacts the ability of the Division to operate efficiently.
- c. Daily Operation: Sergeants assigned to the Division by County and Gresham, along with Gresham Command personnel will provide supervision of assigned personnel for the daily operation of the Division.
- d. General Orders, Standard Operation Procedures, and Testing: All County assigned personnel will remain subject to the General Orders and training requirements of County. All Gresham assigned personnel will remain subject to the General Orders and training requirements of Gresham. Additionally, all assigned personnel will abide by the Division's Standard Operating Procedures and adhere to the Detectives Performance Expectations.
- e. Selection and Assignment: County command personnel will select and assign sergeants/deputies to the Division, and Gresham command personnel will select and assign sergeants/Detectives to the Division. The relevant command personnel will make every effort to select the most qualified available sergeants/officers for assignment to the Division. Each agency reserves the right to reassign personnel based upon their agency's operational needs. Each agency agrees to provide written notice within 14 days of any such reassignment.

- f. Agency Cooperation and Coordination:
- (1) The parties will work closely and continuously communicate with each other to ensure that the resources, strategies, work force deployment, and initiatives of Gresham and County are coordinated and effective.
 - (2) The Investigations Division Commander, or his/her designee, will coordinate contact between the parties to insure that the resources, strategies, work force deployment, and initiatives of the Division and those of the respective law enforcement agencies are coordinated and effective.
 - (3) The MCSO Sergeant assigned to the Division will be responsible for the evaluations and routine administrative reports of County assigned personnel. . The Gresham Investigations Commander will be responsible for the evaluation of the County assigned Sergeant and will forward the evaluation to the County command staff for review, comment and additional information, as necessary.
 - (4) The County Sergeant assigned shall schedule time off, vacation and training for himself and the County assigned Deputies through the Gresham Investigation's Commander. Gresham shall provide verification of time worked, leave taken and training attended by County assigned personnel upon request by the County.
 - (5) County will provide vehicles for all County assigned personnel. Maintenance and cost of the assigned vehicles will be the responsibility of the County.
 - (6) Each party will provide the necessary equipment used by their respective assigned personnel in day-to-day investigative operations. This is to include standard issue duty gear as outlined by County General Orders as well as communications equipment. The County will provide all necessary office equipment and materials such as computers and county forms as well as other items deemed necessary by County Command Staff for the daily needs of their assigned personnel.
 - (7) Gresham and County Investigations units have acquired a variety of equipment that is used in specialized investigative circumstances. The County Sergeant assigned will have knowledge of current county equipment owned, and will facilitate the use of said equipment to ensure the successful outcome of Division cases. The Gresham Investigations Division Commander will ensure that equipment use will be shared equally by both agencies and that shared equipment be cared for with diligence. Equipment damaged or needing replacement will be the responsibility of the owner

agency regardless of whose personnel may have damaged said equipment.

- (8) The County agrees to notify the Gresham's Investigation Commander of any investigation that is conducted by or involves County assigned personnel. Gresham will maintain a database of all personnel's assigned caseload for review by County Command Staff.
- (9) In the event an Internal Affairs investigation is warranted on any assigned personnel under this agreement, it will be the responsibility of the employing agency of the assigned personnel to carry out the investigation.

2. PERSONNEL COSTS

- a. Each party shall pay the salaries, overtime, insurance, retirement, and other benefits of their respective assigned personnel serving in the Division, including but not limited to all work related expenses such as outside training, travel expenses, and work related personal equipment.

3. TRAINING

- a. All assigned personnel are subject to the training requirements of the Division. Any additional training requirements will be at the discretion of the individual agency for their assigned personnel. All training will be at the expense of the employing agency.
- b. Scheduling of training for assigned personnel will be coordinated with Gresham Investigations Commander, and every effort will be made to ensure a minimized impact on daily operations.

EXHIBIT 2

Gresham Police Department Investigations Division

It is the intent of this Agreement:

- (1) To recognize that the Gresham Police Department Investigations Division is staffed by police sergeants/officers/deputies from both jurisdictions, each covered by their respective collective bargaining agreements, but that shifts, days off, vacations and overtime need to be assigned in a fair and equitable manner;
- (2) To provide for assignment of shifts, days off, and vacations by seniority;
- (3) To allow for the change of shift hours of operation and to re-allocate positions and days off within certain shifts to maintain an appropriate balance of field strength.

THE PARTIES AGREE THAT:

1. Current and future sergeants/detectives assigned to the Division will use their date of hire (officers/deputies) or promotion date (sergeants) for seniority as the means to select shifts, voluntary on-call lists, days off, and vacations.
2. Current and future sergeants/detectives assigned to the Division will abide by the provisions of this Exhibit 2.
3. Vacations and Scheduled Time-Off. Employees shall be granted vacation and scheduled time-off when submitted in writing, subject to the conditions of the employee's bargaining unit agreement and subject to the operational needs of the Gresham Police Department Investigations Division.
4. Days Off/Hours of Work. On or about February 1 members assigned to the Investigations Division will bid for shifts/days off by seniority for the April 1-September 30 rotations. On or about August 1 members assigned to the Investigations Division will bid for shifts/days off by seniority for the October 1-March 30 rotations.

Employees may work 5-8's, 4/5-9's, or 4-10's at the discretion of the Division Commander. The work schedule will be based on operational needs of the Division.

Employees assigned to the Division will have the ability to adjust regular work hours (starting/ending) times with supervisory approval and based on operational needs of the Division.

All other terms and conditions of either existing current Collective Bargaining Agreement for the Multnomah County Deputy Sheriff's Association and/or the Gresham Police Officers Association shall remain in effect as to other issues not addressed by this Exhibit 2.