

INTERAGENCY COOPERATION AGREEMENT
City of Gresham Contract No. 7132
Senior Police Technician

This Agreement is made and entered into between the City of Gresham and its Police Department (“GRESHAM”) and Multnomah County by and through the Multnomah County Sheriff’s Office (“COUNTY”).

RECITALS

WHEREAS, GRESHAM and COUNTY, and other members of the law enforcement community, have shown concerns for the quality of life and safety of their citizens and that the collection, and processing, of evidence greatly enhances the ability of law enforcement agencies in investigating and prosecuting crimes; and

WHEREAS, GRESHAM and COUNTY believe it would be beneficial to collaborate to increase the capabilities of the Gresham Police Department Crime Scene Investigations Unit by adding an additional Senior Police Technician who would be available to the COUNTY for evidence collection and processing.

NOW THEREFORE, the parties agree as follows:

1. The above recitals form a material part of this Agreement and are incorporated into this Agreement by reference.
2. The Gresham Police Department shall provide all necessary administrative management and operations supervision for the additional Senior Police Technician. The Senior Police Technician will be housed at the Gresham Police Department Rockwood Building and shall be responsible for crime scene, evidence and general department photography; latent finger prints, fingerprinting individuals for evidentiary purposes; fingerprinting the general public according to department guidelines; performing basic recovery of audio and video evidence; preparing evidence and transporting it to the assigned crime lab or appropriate storage facility; completing reports on investigated incidents; maintaining photographic equipment, supplies and files; maintaining inventory of supplies needed for investigation, evidence analysis, and evidence and property control; providing information to department staff regarding evidence and personal property; preparing evidence for court exhibits; researching cases and evaluating evidence; testifying in court as necessary; receiving, tagging, and releasing personal property and items of evidence in criminal cases; maintaining property records, files and vault; dispose of items according to written policy and procedure, laws and court orders; providing security for the evidence chain inside and outside the evidence room; monitoring the custody of evidence and maintaining related records; maintaining systems and records that provide for proper evaluation, control and documentation of assigned operations; developing related reports as assigned; assists and provides training to department personnel regarding evidence and related investigative

techniques; attends workshops and courses to remain current in evidence collection and analysis techniques and practices; is subject to rotating 24-hour on-call schedule; to be available to respond in an emergency; perform other related duties as required and trained to perform.

3. The parties recognize it is essential that the personnel in the Evidence Section be compatible to ensure effective operation. Therefore, the decision of who fills the Senior Police Technician position rests with the Gresham Chief of Police after consultation with the COUNTY.

4. The parties agree that the Senior Police Technician shall be an employee of the Gresham Police Department, subject to the policies and procedures of the Gresham Police Department; is a "subject worker" for purposes of the Workers' Compensation Laws, ORS 656.001 et seq. subject to the collective bargaining agreement with the Gresham Police Officers Association; and shall report to the Investigations Division Commander for assignment. The parties agree that the terms of the Gresham Police Officers Association Collective Bargaining Agreement (CBA) shall control the terms of the Senior Police Technician's employment in the event of a conflict between this IGA and the CBA.

A. Expectations:

1. The Senior Police Technician shall work primarily out of the Gresham Police Department Rockwood Office property room.
2. The Senior Police Technician shall be subject to call out procedures as established by the Gresham Police Department.
3. The Multnomah County Sheriff's Office shall have the ability to call out a Police Technician based on the call out procedure established by the Gresham Police Department.
4. Any evidence, or property, seized, or processed, for the Multnomah County Sheriff's Office shall be processed according to the policies and procedures established by the COUNTY and shall be stored in the Multnomah County Sheriff's Office property room according to the policies and procedures of the COUNTY.
5. This position will not have an assigned take home vehicle.

5. GRESHAM shall provide specialized equipment such as uniforms, cameras, radio, tripod, crime lite, flashlight, vest, miscellaneous tools, and any other equipment specifically needed to perform the functions of a Senior Police Technician.

6. Allowable Expenses: Expenses that are allowed and can be invoiced under this Agreement include one half (1/2) of the total costs for the base salary, fringe benefits, overtime and training for the Senior Police Technician.

7. Payment Schedule: COUNTY will pay CITY quarterly, on a cost reimbursement basis, for the allowable expenses identified in paragraph 6, above. The designated quarterly payment periods are as follows:

- July 1st through September 30th
- October 1st through December 31st
- January 1st through March 31st
- April 1st through June 30th

8. Billing Requirements: CITY will submit an invoice at the end of each quarterly payment period, listed above, using an invoice format supplied or approved by COUNTY. Invoices shall be sent to:

Accounts Payable
Multnomah County Sheriff's Office
501 SE Hawthorne Blvd., Suite 350
Portland, OR 97214

COUNTY will process invoices within 30 days after receipt of the invoice.

9. 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 GRESHAM from and against all liability, loss and costs arising out of or resulting from the 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 30.260 through 30.300 GRESHAM shall indemnify, defend and hold harmless 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.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed.

MULTNOMAH COUNTY SHERIFF'S OFFICE

Michael Reese
Multnomah County Sheriff

Date: _____

Approved as to form:

Date: _____

Date: _____

GRESHAM POLICE DEPARTMENT

Robin Sells
City of Gresham Chief of Police

Date: _____

Approved as to form:

Date: _____