

IN THE BOARD OF COMMISSIONERS OF LANE COUNTY, OREGON

ORDER NO. 98-4-8-9

)IN THE MATTER OF AUTHORIZING AN
)INTERGOVERNMENTAL AGREEMENT
)WITH THE CITY OF EUGENE POLICE FOR
)EXPLOSIVE DISPOSAL PARTICIPATION

The Board of County Commissioners for Lane County orders as follows:

THIS MATTER having come before the Board of County commissioners for the establishment of certain intergovernmental agreement between Lane County Sheriffs' Office and the City of Eugene, Oregon Police Department.

WHEREAS, the Board of County Commissioners have previously authorized the Sheriff's Office to negotiate intergovernmental agreements under the authority of Article 11, Section 8 of the Lane County Home Rule Charter and ORS Chapter 190.

WHEREAS, the Sheriff's Office has negotiated with the City of Eugene, Oregon Police department for the implementation of an Explosive Disposal Unit agreement.

NOW THEREFORE, IT IS HEREBY ORDERED that the Board of County Commissioners delegates authority to the County Administrator to execute the Intergovernmental Agreement with the City of Eugene Police Department, a copy of which is attached as exhibit "A".

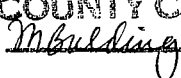
Ordered this 8th day of April, 1998.



Chair, Lane County Board of Commissioners

IN THE MATTER OF AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF EUGENE POLICE DEPT. EXPLOSIVE DISPOSAL UNIT

FILED

APR 20 1998

COUNTY CLERK
BY 

APPROVED AS TO FORM
Date 3/30/98 lane county

OFFICE OF LEGAL COUNSEL

INTERAGENCY AGREEMENT BETWEEN THE EUGENE POLICE DEPARTMENT
AND THE LANE COUNTY SHERIFF'S OFFICE

EUGENE POLICE EXPLOSIVES DISPOSAL UNIT
INTERAGENCY AGREEMENT

BETWEEN: Eugene Police Department (EDPS)

AND: Lane County Sheriff's Office (LCSO)

CONTRACT NO: 97-03245

EFFECTIVE DATE:

RECITALS

- A. ORS 190.010 provides that units of local government may enter into agreements for the performance of any and all functions and activities that any party to the agreement, its officers or agents have the authority to perform.
- B. It will mutually benefit the parties if they exchange services as described in this contract.
- C. The above-named agencies desire to enter into a contract whereby each will provide the services described in this contract on the terms and conditions set forth herein.
- D. Exhibits A - City of Eugene Standard Contract Provisions

AGREEMENT

This agreement is entered into between the undersigned agencies (EDPS and LCSD) for the purpose of securing to each the benefits of mutual assistance in the resolution of explosives related incidents occurring within the City of Eugene, the unincorporated areas of Lane County and its contract cities.

Each party hereto shall furnish to the other party such assistance and/or resources as may be deemed necessary by the administrators of the agencies to accomplish their goals.

Both parties agree that the Explosives Disposal Unit Commander shall assume command of any explosive related incident the unit responds to until said scene is deemed safe to release to an on-site supervisor or tactical commander who would normally be responsible for the scene in question. All unit technicians, regardless of agency affiliation or rank, shall be deemed uniquely qualified to make decisions related to the render safe of all explosive implements. Such unit member decisions regarding render safe procedures shall be considered as the ultimate authority when directly related to methods of dealing with a suspected live explosive

unless countered by the Unit Commander or the head of the jurisdictional agency. The Bomb Squad Commander shall be responsible for resolution of the incident until released to other authority.

1. **Definitions.**

- 1.1 **Eugene Explosives Disposal Unit (Bomb Squad):** The association of agencies, personnel and resources created by this agreement.
- 1.2 **Parent Agency:** The City of Eugene Police Department is the "Parent Agency" and is responsible for the management, general supervision and field incident command of the Unit.
- 1.3 **Unit Commander:** A Sergeant designated by the Parent Agency, pursuant to section 4.3 of this agreement, with overall responsibility to manage and supervise the Unit.
- 1.4 **Unit Members:** Unit members shall be selected by the criteria outlined in this agreement and be graduates of the FBI's Hazardous Device School. Unit members must be current within the parameters outlined within the FBI Explosives Unit-Bomb Data Center, Special Technicians Bulletin 87-4, "National Guidelines for Bomb Technicians". Technicians in training who have not completed HDS and who do not meet the requirements above may respond to calls as "members in training" but shall not have the authority to make decisions related to render safe procedures or any other unit operational procedures.

2. **Management.**

- 2.1 The Parent Agency will provide an adequate level of management and supervision to the Unit, consisting minimally of a Unit Commander. The Lane County Sheriff's Office will provide unit members as Lane County vacancies occur within the unit. Applicants approved by LCSO must compete for and be successfully selected thru the current selection process. The selection process shall be managed by the Parent Agency who shall maintain the right of final applicant selections. Under the direction of the Parent Agency, the Unit Commander will:
 - 2.1.1 Be accountable for the planning and management of the operational activities of the Unit.
 - 2.1.2 Ensure adequate training is provided to Unit personnel on a monthly basis.
 - 2.1.3 Maintain records of training and operational activities.
- 2.2 Both parties shall assume responsibility for administration of all budget issues directly related to the training and equipping of their individual members.

- 2.3 Personnel investigations and discipline will be handled in the following manner:
- 2.3.1 The Unit Commander will report allegations of misconduct by a Unit Member to the involved employee's agency head or his/her designee via the chain of command.
 - 2.3.2 Internal investigations arising from actions taken during Bomb Squad operations will be the responsibility of the Unit Commander and/or an investigator assigned by the parent agency head.
 - 2.3.3 The level of discipline administered will be determined by the involved employee's agency.
 - 2.3.4 An individual may be removed from the Unit by the Unit Commander for performance or disciplinary reasons.
 - 2.3.5 Nothing in this provision shall preclude an employee's agency, if other than the Parent Agency, from conducting its own investigations of allegations of misconduct.

3. **Staffing.**

- 3.1 In addition to the Unit Commander, the Parent Agency will ensure minimum staffing for the squad to equal no less than six technicians of which one is the squad commander and one may be in training. The Lane County Sheriff's Office will staff one technician. Other agencies, within Lane County, may staff additional technicians within the size parameters of the unit as vacancies occur and separate specific joint agreements are entered into.

4. **Qualifications and Selection.**

- 4.1 Subject to the Unit Commander's decision, Unit Members will possess those minimum qualifications listed in the current City of Eugene Operation Procedures Manual, dated June 2, 1993, which currently list the following requirements.
- 4.1.1 Non-probationary Police Officer with a minimum of five years experience.
 - 4.1.2 Agree to give personal and career commitment to a regular assignment to the unit for a minimum of ten years.
 - 4.1.3 Display initiative.
 - 4.1.4 Be technically orientated and possess a high degree of mental and manual dexterity.
 - 4.1.5 Be evaluated as a prudent risk assessor who relies on calculation, is able to safely assess the unknown, exercises good judgement, is ingenious

and resourceful, and who can innovate based on experience and training within organizational and industrial standards for the safe disposal of explosives.

- 4.1.6 Demonstrated effectiveness in small group interaction.
 - 4.1.7 Be curious and willing to independently expand knowledge and skill level.
 - 4.1.8 Be self-confident, dependable, and adhere to procedure.
 - 4.1.9 Demonstrate job interest and dedication to public safety.
 - 4.1.10 Demonstrate the capability to learn and retain the technical aspects of handling and disposing of explosive materials.
 - 4.1.11 Meet Federal Bureau of Investigation Hazardous Device School (H.D.S.) Admission standards.
 - 4.1.12 Members must also meet Department physical fitness standards; demonstrate agility, dexterity, and stamina; not experience claustrophobia; and otherwise be able to wear and utilize the bomb suit within manufacturer's liability guidelines. The suit currently used by the unit specifies a height and weight restriction of 5'8" to 6'3" and 140 to 200 lbs.
 - 4.1.13 Successful completion of the H.D.S. core curriculum and HDT (Hazardous Device Technician) certification is required to function as a technician. Failure to be able to meet these standards will preclude membership in the unit.
- 4.2 Vacancies on the Unit shall be filled via a competitive process administered through the Unit Commander by Unit Members.
 - 4.2.1 A selection process will be open only to qualified members of the agencies participating in this agreement.
 - 4.2.2 Recommendations for selection will be made to the Chief of Police through the Unit Commander with input from qualified Unit Members. Final selection of applicants will be approved by the Chief.
 - 4.3 Unit Commanders will be selected by the Parent Agency. The Unit Commander must be a sworn supervisor in the rank of Sergeant or above, a graduate of the FBI's Hazardous Devices School and a practicing technician at the time of selection.
 - 4.4 The Unit Commander will be appointed by the Parent Agency's Investigations Division Captain with concurrence of the Chief of Police.

5. Training.

- 5.1 The Parent Agency and other participating agencies will fully support the training requirements recommended within the FBI Explosives Unit-Bomb Data Center, Special Technicians Bulletin 87-4, "National Guidelines for Bomb Technicians", which are:
 - 5.1.1 Graduate from the FBI Hazardous Devices School Basic Course.
 - 5.1.2 Complete Hazardous Devices School Refresher course every three years.
 - 5.1.3. Complete 40 hours (minimum) explosive related training (annually) to include the safe use of live explosives through practical applications, i.e., IABTI Conferences, FBI Explosives Unit-Bomb Data Center Technician Seminars, et cetera.
 - 5.1.4. Complete 16 hours (minimum) practical exercise/training (monthly) within the Unit.
 - 5.1.5. Maintain proficiency in use of required safety equipment and tools.
- 5.2 Each agency will be responsible for ensuring the regular attendance of its employees.

6. Assets.

- 6.1 The City of Eugene Police Department will maintain the minimum required safety equipment listed in the FBI Special Technicians Bulletin 87-4, "National Guidelines for Bomb Technicians" .
- 6.2 Separate inventory listings will be maintained for technician specific clothing and accessories necessary for the individual technician, i.e. ;
 - 6.2.1 Weapons and related accessories (special holsters, knife, etc.)
 - 6.2.2 Unit specific clothing such as BDUs that conform with the style and design of the unit uniform. Individual technicians from participating agencies will wear their agency badge and shoulder patch on the authorized Squad uniform.
 - 6.2.3 Communications equipment
 - 6.2.4 Other items as deemed necessary by either agency
- 6.3 Each agency shall retain its original assets upon termination of this agreement.

7. Funding.

- 7.1 Funding for the Explosives Disposal Unit will be the responsibility of the participating parties for their respective components, to include personnel costs, training, materials and supplies and assets.
- 7.2 Expenditure for combined purchases will be borne by the parties on a five-sixths Parent Agency, one-sixth Lane County Sheriff's Office basis (for items such as ammunition and supplies).
- 7.3 The COUNTY, through the Lane County Sheriff, shall seek the appropriation of funds to pay for services which are the subject of this agreement during each fiscal year. If the County does not appropriate funds for the next succeeding fiscal year to continue financial support otherwise required by this contract, the contract will terminate at the end of the last fiscal year for which payments have been appropriated. The COUNTY will notify the CITY of such non-appropriation not later than 30 days before the beginning of the year within which funds are not appropriated.

REVIEWED BY
CITY OF EUGENE
RISK SERVICES
NAME: *[Signature]*
DATE: 1-2-98

8. Indemnification and Insurance.

- 8.1 Indemnification. To the extent legally possible, the Lane County Sheriff's Office and City of Eugene shall indemnify and hold the other, its officers, agents and employees, harmless from and against any and all claims, actions, liabilities, costs, including attorney fees and other costs of defense, arising out of or in any way related to any act or failure to act by each other and each other's employees, agents, officers and contractors.
- 8.2 Employment Liabilities. Each party to this agreement shall be responsible for any and all liability associated with claims arising from its respective employer/employee relationship, including all selection, termination and equal employment opportunity issues. Each party shall provide its own Workers' Compensation coverage, as required by law, and defend and indemnify the other agencies for any claim hereunder.
- 8.3 Claims For Damage. Should either agency be presented with a claim for damage, the Risk Managers for both agencies shall review the issues and make a recommendation to the Parent Agency, who shall resolve the matter on a mutually agreeable basis.
- 8.4 Insurance. Each party shall be responsible for providing appropriate insurance coverage for their employees' performance under this agreement.

9. Conflicts.

- 9.1 In any situation that is not addressed in this interagency agreement and/or the exhibits, assigned personnel will adhere to their agency procedural manual, if

addressed therein.

9.2 If any Unit Member becomes aware of a conflict in policy or procedure between the two agencies, or if a situation is not addressed by existing policy or procedure, that member will immediately notify the Unit Commander. The Unit Commander will notify the Chief of Police and the Sheriff through the chain of command; and the issue shall be resolved by the agency heads or their designees.

10. Termination of Agreement.

10.1 This agreement shall be effective from the date of execution and shall continue in force until terminated by either or both parties.

10.2 Either party may withdraw from this agreement at any time by giving 30 days' prior written notice to the other party of its intent to withdraw from the agreement. Upon termination, each agency may reclaim assets initially contributed by that agency. The balance of the assets will be divided by agreement of the parties pursuant to the ratio established in 7.2. Each party shall continue to operate under the agreement during the 30-day termination period.

11. Miscellaneous Provisions.

11.1 This agreement embodies the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein. This agreement shall supersede all prior communications, representations or agreements, either verbal or written between the parties.

11.2 The City of Eugene Standard Contract Provisions are attached hereto as Exhibit A and are incorporated herein.

CITY OF EUGENE

LANE COUNTY

BH
CA

By: _____
Leonard G. Cooke - Chief of Police

BY: _____
Jan Clements - Sheriff

Date: _____

Date: _____

By: _____
Vicki Elmer - City Manager

By: _____
Bill Van Vactor - County Administrator

Date: _____

Date: _____

CITY OF EUGENE - STANDARD CONTRACT PROVISIONS

The following provisions if applicable are hereby included in and made a part of the attached contract between the City of Eugene and the Contractor named thereon as provided for in the Eugene Code, 1971, the revised statutes of the State of Oregon, and Federal laws, rules, regulations, and guidelines:

1. Fair Employment Practice Provisions (Eugene Code, 1971, Section 4.625)

These provisions are applicable to any contract with a Contractor if the City purchases goods or services from the Contractor costing \$2,500 or more in any fiscal year:

- 1.1 During the performance of this contract, the Contractor agrees as follows:
 - 1.1.1 The Contractor will not discriminate against any employee or applicant for employment because of an individual's race, religion, color, sex, national origin, marital status, familial status, age, sexual orientation or source of income, a juvenile record that has been expunged pursuant to ORS 419A.260 and 419A.262, or because an individual is a person with a disability which, with reasonable accommodation by the employer does not prevent the performance of the work involved, unless based upon a bona fide occupational qualification reasonably necessary to the normal operation of the employer's business.
 - 1.1.2 Those Contractors employing 15 or more individuals will develop and implement an affirmative action plan to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, sex, age or national origin. Such plan shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.
 - 1.1.3 The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Human Rights Commission setting forth the provisions of this nondiscrimination clause.
- 1.2 The Contractor will, prior to commencement and during the term of this contract, provide to the City such documentation, and permit any inspection of records as may be required or authorized by rules adopted by the city manager to determine compliance with paragraph 1.1 above.
- 1.3 If upon an investigation conducted pursuant to rules adopted by the city manager in accordance with section 2.019 of the Eugene Code, 1971 there is reasonable cause to believe that the contractor or any subcontractors of the Contractor have failed to comply with any of the terms of paragraphs 1.1 or 1.2, a determination thereof shall be made in accordance with the adopted rules. Such determination may result in the suspension, cancellation or termination of the principal contract in whole or in part and/or the withholding of any funds due or to become due to the Contractor, pending compliance by the Contractor and/or its subcontractors, with the terms of paragraphs 1.1 and 1.2.
- 1.4 Failure to comply with any of the terms of paragraphs 1.1 and 1.2 shall be a material breach of this contract.
- 1.5 The Contractor shall include the provisions of paragraphs 1.1 through 1.4 in contracts with subcontractors so that such provisions will be binding upon each subcontractor.

2. Foreign Contractor Report to Department of Revenue (ORS 279.021)(2)(a)

The following provision is applicable to all contracts with a contract price exceeding \$10,000 if the Contractor is not domiciled in or registered to do business in the state of Oregon:

Where a public contract is awarded to a foreign Contractor and the contract price exceeds \$10,000, the Contractor shall promptly report to the Department of Revenue on forms to be provided by the Department of Revenue the total contract price, terms of payment, length of contract and such other information as the Department of Revenue may require before final payment can be received on the public contract. The City shall satisfy itself that the requirement of this subsection has been complied with before it issues a final payment on this contract.

3. **Payment of Laborers and Materialmen, Contributions to Industrial Accident Fund, Liens, and Withholding Taxes (ORS 279.312)**

The Contractor shall:

- 3.1 Make payment promptly, as due, to all persons supplying to such Contractor, labor or material for the prosecution of the work provided for in such contract.
- 3.2 Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the contract.
- 3.3 Not permit any lien or claim to be filed or prosecuted against the City of Eugene or any subdivision or agency or employee thereof on account of any labor or material furnished.
- 3.4 Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

4. **Payment of Claims by Public Officers (ORS 279.314)**

If the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with the public contract as such claim becomes due, the public officer or officers representing the City of Eugene may pay such claims to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the Contractor by reason of this contract. The payment of a claim in the manner authorized shall not relieve the Contractor or his/her surety from his or her obligations with respect to any unpaid claims.

5. **Hours of Labor (ORS 279.316)**

- 5.1 No person shall be employed for more than eight (8) hours in any one day or forty (40) hours in any one week except in cases of necessity, emergency or when the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services as defined in ORS 279.051, the laborer shall be paid at least time and a half pay for all overtime in excess of eight (8) hours a day and for work performed on Saturday and on any legal holiday specified in ORS 279.334.
- 5.2 In the case of contracts for personal services as defined in ORS 279.051, a laborer shall be paid at least time and a half for all overtime worked in excess of forty (40) hours in any one week, except for individuals under these contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. sections 201 to 209 from receiving overtime.

6. **Payment for Medical Care and Attention to Employees (ORS 279.320)**

- 6.1 The Contractor shall promptly as due, make payment to any person, co-partnership or association or corporation furnishing medical, surgical, and hospital care or other needed care and attention, incident to sickness or injury, to the employees of such Contractor, of all sums which the Contractor agrees to pay for such services and all monies and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.
- 6.2 The Contractor and all employers working under this contract are subject employers, and agree to comply with ORS 656.017.

7. **Labor Contract Conditions (Eugene Code, 1971, Section 2.030)**

All contracts wherein labor is required, except contracts for the purchase of materials and supplies, shall contain the following provisions:

- 7.1 The Contractor will comply with all provisions required by the statutes of the state, of contractors on a "public contract" as defined in ORS 279.310(1).
- 7.2 The Contractor will comply with all requirements of Eugene Code, 1971, Sections 4.613 to 4.650.
- 7.3 The Contractor shall, in the event he/she willfully violates the provisions of this section or knowingly files false affidavits of compliance, waive for a period of one year any right to bid upon any public works project let by the City.
- 7.4 If a Contractor or subcontractor violates the provisions of this section, the City may, at its option, terminate said contract or subcontract and said Contractor or subcontractor in such event shall forfeit all rights under his/her

contract except to payment for actual labor and materials furnished to the City. The City may waive in whole or in part any forfeitures or sanctions provided in this paragraph.

8. **Nondiscrimination on the Basis of Disability (Americans with Disabilities Act, 42 USC sec. 12101 et seq.)**

The Contractor shall:

- 8.1 Comply with all requirements of the Americans with Disabilities Act, 42 U.S.C. sec. 12101, et seq., and all regulations implementing the Act, especially including those regulations set forth at 28 C.F.R. sec. 35.130, or any later replacement for those regulations, directly or indirectly applicable to Contractor as a result of a contract with the City.
- 8.2 To the extent legally possible, Contractor shall indemnify and hold City, its officers, agents and employees, harmless from and against any and all claims, actions, liabilities, costs, including costs of defense, arising out of or in any way related to any act or failure to act by Contractor and Contractor's employees, agents, officers and contractors in connection with Contractor's obligations concerning services, aid or benefits to be provided to individuals with disabilities. In the event any such action or claim is brought against City, Contractor shall, upon City's tender, defend the same at its sole cost and expense, promptly satisfy any judgment adverse to City or to City and Contractor jointly, and reimburse City for any loss, cost, damage or expense (including legal fees) suffered or incurred by City. This right of indemnification and to be held harmless shall be in addition to, and not in replacement of any other right that City may have under any statute, under the common law or under this contract.
- 8.3 By acceptance of this agreement, Contractor warrants that Contractor is familiar with the requirements of the Americans with Disabilities Act and the regulations to enforce the Act. Contractor further warrants that Contractor is in compliance with the requirements of the Act concerning local government services applicable to Contractor as a result of this agreement. Contractor shall continue to comply with all applicable provisions of the Act. City shall have the right to inspect, upon reasonable notice, Contractor's records and all locations where the work is to be performed to assure compliance with all applicable provisions of the Act.