Contract Review Sheet

Intergovernmental Agreement

SO-5562-23 - Am1

Title: Special Weapon	ns and Tactics (SWAT) IGA wit	h Cities of Silverton,	Stayton, and Woodb	urn
Contractor's Name:	City of Woodburn			
Department: Sheriff's	Office	Contact:	Kristy Witherell	
Analyst: Sandra Fixs	en	Phone #:	(503) 373-4402	
Term - Date From:	October 18, 2023	Expires:	December 31, 2028	
Original Contract Amo	unt: \$ -	Previous Amendme	ents Amount:	<u> </u>
Current Amendment:	\$ - Nev	v Contract Total: \$	-	Amd% 0%
Outgoing Funds	☐ Federal Funds ☐ Reinstat	ement Retroacti	ve Amendmen	t greater than 25%
Source Selection Metho	od: ORS190 Intergovernme	ntal Agreement		Department
Description of Services	or Grant Award			
with and act on call as: AMD 1 is adding the C	e Cities of Stayton and Woodburn members of the SWAT Team. The City of Silverton to the IGA. 900-17, was only with the City of	ere is no money tied to	this IGA.	
Desired BOC Session I Agenda Planning Date Management Update	11/21/2024 11/12/2024	Printed packets of BOC upload / Bo	be in DocuSign by: lue in Finance: pard Session email:	11/13/2024 11/19/2024 11/20/2024
BOC Session Presenter				Code: <u>Y</u>
Finance - Contracts	Date	Contract Spe	cialist	Date
Legal Counsel	Date	Chief Admin	istrative Officer	Date



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: Dece	mber 4, 2024
Department: Sheriff	s Office
Title:	Amendment #1 to the SWAT Agreement
Management Update/	/Work Session Date: Tuesday, November 12, 2024 Audio/Visual aids
Time Required: 5 mir	Contact: Kristy Witherell Phone: x4402
Requested Action:	Consider approval of Amendment #1 to the the Intergovernmental Agreement between the Marion County Sheriff's Office, City of Stayton Police Department, and City of Woodburn Police Department inter-agency SWAT team to add the City of Silverton Police Department to the agreement.
Issue, Description & Background:	The Marion County Sheriff's Office has partnered with the City of Woodburn Police Department since November 2017, to provide sworn and certified law enforcement officers to train with and act on-call as members of the SWAT team. In November of 2023, the City of Stayton Police Department was added to the agreement. This amendment is adding the City of Silverton Police Department, which will increase collaboration and sharing of resources.
Financial Impacts:	None.
Impacts to Department & External Agencies:	N/A
List of attachments:	Board Session Agenda, CRS, Original IGA, Amendment #1
Presenter:	Commander Bernards
Department Head Signature:	Jay Bergnan A8380599C95D420



AMENDMENT 1 to SO-5562-23 the INTERGOVERNMENTAL AGREEMENT between MARION COUNTY and CITY OF STAYTON and CITY OF WOODBURN

The Intergovernmental Agreement, entered into pursuant to ORS Chapter 190, as may be amended from time to time, the "Agreement," between Marion County "County", a political subdivision of the State of Oregon, and City of Woodburn and City of Stayton, dated October 18, 2023.

The Agreement is hereby amended as follows (new language is indicated by underlining and deleted language is indicated by strikethrough):

1. PARTIES TO AGREEMENT

This Agreement between City of Woodburn, City of Silverton, and City of Stayton, hereafter called Cities, and Marion County, a political subdivision of the state of Oregon, hereafter called County, is made pursuant to ORS 190.010 (Cooperative Agreements).

10. NOTICES

Any notice required to be given to the Cities or County under this Agreement shall be sufficient if given, in writing, by first class mail or in person as follows

Marion County Sheriff's Office

Email: SO-Contracts@co.marion.or.us

PO BOX 14500

Salem, OR 97309

For City of Stayton: Chief Gwen Johns 386 N. 3rd Ave Stayton, OR 97383

Email: gjohns@ci.stayton.or.us

For City of Woodburn:

Chief Marty Pilcher Interim Chief Jason Millican

1060 Mt. Hood Ave. Woodburn, OR 97071

Email: marty.pilcher@ci.woodburn.or.us

Jason.millican@ci.woodburn.or.us

For City of Silverton: Chief Todd Engstrom 411 N 1st Street

Silverton, OR 97381

Email: tengstrom@silverton.or.us

Except as expressly amended above, all other terms and conditions of the original Agreement are still in full force and effect. The Parties certify that the representations, warranties and certifications contained in the original Agreement are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

MARION COUNTY SIGNATURES BOARD OF COMMISSIONERS

Chair	Date			
Commissioner	Date			
Commissioner	Date			
Authorized Signature: _	Department Director or designee	Date		
Authorized Signature: _	Chief Administrative Officer	Date		
Reviewed by Signature:	Marion County Legal Counsel	Date		
Reviewed by Signature:	e: Marion County Contracts & Procurement			
CITY OF SILVERTO	N			
Authorized Signature: _	Date:			
Title:				
CITY OF STAYTON				
Authorized Signature: Date:				
Title:				
CITY OF WOODBUR	N.			
Authorized Signature: Date:				
Title				

INTERGOVERNMENTAL AGREEMENT
Between
MARION COUNTY
and
CITY OF STAYTON
and
CITY OF WOODBURN
SO-5562-23

1. PARTIES TO AGREEMENT

This Agreement between City of Woodburn and City of Stayton, hereafter called Cities, and Marion County, a political subdivision of the state of Oregon, hereafter called County, is made pursuant to ORS 190.010 (Cooperative Agreements).

2. PURPOSE/STATEMENT OF WORK

The purpose of this Agreement is to establish the terms and conditions under which the Cities will provide sworn and certified law enforcement officers to train with and act on call as members of the SWAT team. These services are further described in Section 4.

2.1 Prior to the execution of this Agreement, County has previously developed, trained, and equipped a law enforcement Special Weapons and Tactics (SWAT) team to respond to law enforcement situations where special tactical operations and equipment are needed. The purpose of this Agreement is to combine County and Cities resources so that the public is better served.

3. TERM AND TERMINATION

- 3.1 This Agreement shall be effective from the date it is signed by all parties through December 31, 2028, unless sooner terminated or extended as provided herein.
- 3.2 This Agreement may be extended for an additional period of five years by agreement of the parties. Any modifications in the terms of such amendment shall be in writing.
- 3.3 This agreement may be terminated by mutual consent of all parties at any time or by either party upon 60 days' notice in writing and delivered by mail or in person. Any such termination of this agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

4. OBLIGATIONS UNDER THE TERMS OF THIS AGREEMENT

- 4.1 The County and the Cities recognize that incidents of a serious criminal nature occur which require a specially trained and equipped law enforcement response. These incidents create demand on both the County and the Cities respective to each party's resources. The parties believe these resources are economically served by entering into this Agreement.
 - a. This Agreement is intended to allow cooperation between the parties and the most efficient use of public resources. It does not create a separate governmental entity.

b. This Agreement is not intended to override individual department policies. Under no circumstances will this Agreement replace the individual department policy.

4.2 UNDER THE TERMS OF THIS AGREEMENT, CITIES SHALL:

- a. Cities will each provide sworn and certified law enforcement officers to train with and act on call as members of the SWAT team. Except as specially limited or particularly provided in this Agreement, such officers shall be regarded as full members of the SWAT team without regard to their employer agency.
- b. Notwithstanding the foregoing, each employer agency shall remain the respective employer of the officers they provide under this Agreement although they shall have no authority to direct, control, or supervise such officers during SWAT training or SWAT activation.
- c. The Cities may provide sworn law enforcement officers as candidates for the SWAT team assigned to tactical or negotiation duties. SWAT team candidates proposed by the Cities shall meet the same physical, experience, and psychological qualifications required by the County for SWAT team members. If the SWAT team candidates proposed by the Cities are found to be qualified by the County, their names shall be forwarded to the respective Police Chief for assignment to SWAT duty. After the Police Chief's make a written assignment of a City SWAT team candidate to SWAT duty, that candidate shall become a SWAT team member.
- d. The Cities shall compensate their officers who are SWAT team members engaged in training and SWAT activations according to applicable pay plans and collective bargaining agreements. The County shall not be responsible for directly or indirectly compensating City SWAT team members.
- e. The Cities shall provide employment benefits to its officers who are SWAT team members. The County shall not be responsible for any employment benefits for City SWAT team members.
- f. The Cities shall furnish ammunition, personal gear and equipment for use of its SWAT team members, as required by the County, including, but not limited to uniforms, weapons, and ballistic vests.
- g. The Cities shall make its SWAT team members available for SWAT team duty and training as scheduled by the County. Notwithstanding, the City Police Chief may remove or reassign a City SWAT team member from SWAT team duty at the Chief's sole discretion.

4.3 UNDER THE TERMS OF THIS AGREEMENT, COUNTY SHALL:

a. The County shall provide specialized SWAT training to all SWAT team members.

- b. The County shall direct and supervise all SWAT team members while such officers are acting in the course and scope of their SWAT assignments including training.
- c. The County shall examine, test and screen candidates nominated by the Cities under the same standards as applied to County candidates. The County shall endeavor to include City Police leadership in the selection process as testing and screening evaluators. The County, in consultation with the City Police Chief, shall have the authority to decline the participation of any City SWAT team candidate and after consultation with the City Police Chief, may remove any City officer from the SWAT team.
- d. The parties agree that when the SWAT team is activated and responds, the jurisdiction in which the SWAT activities take place will assume responsibility for the overall management of law enforcement activities under the Incident Command System.

 Notwithstanding, all tactical decisions of the SWAT team shall be made by the SWAT team Commander not by the Incident Commander.
- e. The County shall have no authority to impose discipline on SWAT team members not employed by the County. However, the County may, in consultation with the City Police Chief, remove a City officer from the SWAT team.

4.4 UNDER THE TERMS OF THIS AGREEMENT, COUNTY AND CITIES SHALL:

a. All officers assigned to the SWAT team shall be subject to the internal policies and procedures of their own respective departments with respect to use of force, personnel administration, payroll reporting, overtime eligibility, off-duty conduct, discipline, internal affairs reporting, and other like administrative matters.

5. COMPLIANCE WITH APPLICABLE LAWS

The parties agree that both shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this agreement. The parties agree that this agreement shall be administered and construed under the laws of the state of Oregon.

6. NONDISCRIMINATION

The parties agree to comply with all applicable requirements of Federal and State civil rights and rehabilitation statutes, rules and regulations in the performance of this agreement.

7. HOLD HARMLESS

To the extent permitted by Article XI, Section 7 of the Oregon Constitution and by the Oregon Tort Claims Act, each party agrees to waive, forgive, and acquit any and all claims it may otherwise have against the other and the officers, employees, and agents of the other, for or resulting from damage or loss, provided that this discharge and waiver shall not apply to claims by one party against any officer, employee, or agent of the other arising from such person's malfeasance in office, willful or wanton neglect of duty, or actions outside the course and scope of his or her official duties.

8. INSURANCE

Each party shall insure or self-insure and be independently responsible for the risk of its own liability for claims within the scope of the Oregon tort claims act (ORS 30.260 TO 30.300).

9. MERGER CLAUSE

Parties concur and agree that this agreement constitutes the entire agreement between the parties. No waiver, consent, modification or change to the terms of this agreement shall bind either party unless in writing or signed by both parties. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. Parties, by the signatures below of their authorized representatives, hereby agree to be bound by its term and conditions.

10. NOTICES

Any notice required to be given the Cities or County under this Agreement shall be sufficient if given, in writing, by first class mail or in person as follows:

For City of Stayton: Chief Gwen Johns 386 N. 3rd Ave Stayton, OR 97383

Email: gjohns@ci.stayton.or.us

For City of Woodburn Chief Marty Pilcher 1060 Mt. Hood Ave. Woodburn, OR 97071

Email: marty.pilcher@ci.woodburn.or.us

For County:

Marion County Sheriff's Office

PO BOX 14500 Salem, OR 97309

Email: SO-Contracts@co.marion.or.us

INTERGOVERNMENTAL AGREEMENT Between **MARION COUNTY** and **CITY OF STAYTON** and CITY OF WOODBURN SO-5562-23

11. **SIGNATURES**

This agreement and any changes, alterations, modifications, or amendments will be effective when approved in writing by the authorized representative of the parties hereto as of the effective date set forth herein.

In witness whereof, the parties hereto have caused this agreement to be executed on the date set forth below.

MARION COUNTY SIGNATURE: 10/6/2023 Authorized Signature: Undersheriff Date DocuSigned by: 10/2/2023 Reviewed by Signature: Marion County Contracts & Procurement Date **CITY OF STAYTON** Date: 10/19/2023 Authorized Signature: Title: Chief of Police CITY OF WOODBURN Date: 10/24/2023 Authorized Signature: Title: Chief Page 5 of 5

Status Active	Сопиаст Number SO-1900-17	Amenament Number
Contract Type Intergovernmental Agreement	Contract Title Special Weapons and Tactics (SWAT)	Customer/Vendor Name City of Woodburn [270 Montgomery St Woodburn OR 97071]
Department/Division Sheriff's Office	Employee Peterson, Camille	Description Combine City and County sworn and certified law enforcement officers to train with and act on call as members of the SWAT Team.
Category	Board Order	Exemption
Feasibility Determination No	Incoming Funds No	Independent Contractor
Insurance Waiver (attach justification) No	Reinstatement (attach justification	n) Retroactive (attach justification) No
COBID Certification	CFDA Number for Federal Funds	DUNS
Federal Funds (attach analysis) No		
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Effective Date 11/22/2017	Expiration Date 12/31/2022	Expiration Warning Date 10/2/2022
Execution Date 11/22/2017	Contract Notify Days 90	
nancial/Budgelary of	an hannar at the first term of the first term of the first and the first term of the	
Contract Amount	CIP	DIPS Code
Budget Amount 0.00		
Date Finance Received: 11/2	FOR FINANCE USI 2/17BOC Planning Date:	Date Legal Received:
Comments:	S/ 4 BOC 1 mining Date.	Diffe Degiti Teera, vo.
REQUIRED APPROVALS:		
Finance - Contracts S/A	Nay 11/26/17 Risk M	anager Date
Legal Counsel	Date Chief A	Administrative Officer Date
Date	☐ To be filed ☐ Add	ed to master list
Returned to	Department for	signatures



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: 11/22/17					
Department: Sheriff's C	Office	Agenda Planning Date	2: 11/16/17	Time required:	10
Audio/Visual aids none					
Contact: Sara Zava	ntact: Sara Zavala Phone: 503-588-5116				
Department Head Signature:					
TITLE	Marion County SWAT Intergove	rnmental Agreement			
Issue, Description & Background	Informative presentation from Sheriff Myers and Chief Ferraris on the collaboration for the interagency SWAT team.				
Financial Impacts:	not applicable				
Impacts to Department & External Agencies	Increased collaboration and sha	aring resources			
Options for Consideration:	Support the collaborative agreement				
Recommendation:	Support the collaborative agreeement.				
List of attachments:	None				·
Presenter:	Sheriff Jason Myers, Woodburn Police Chief Jim Ferraris				
Copies of completed paperwork sent to the following: (Include names and e-mail addresses.)					
Copies to:	n/a	Address of the second s			

INTERGOVERNMENTAL AGREEMENT Special Weapons and Tactics (SWAT)

This INTERGOVERNMENTAL AGREEMENT FOR SPECIAL WEAPONS AND TACTICS TEAM (SWAT) ("this Agreement") is made entered into by and between MARION COUNTY, a political subdivision of the State of Oregon (the "County"), the CITY OF WOODBURN, an Oregon municipal corporation, (the "City").

RECITALS

- A. The County and the City are local governments authorized to enter into intergovernmental agreements pursuant to ORS 190.110 to provide services and facilities.
- B. The County and the City recognize that incidents of a serious criminal nature occur which require a specially trained and equipped law enforcement response. These incidents create demand on both the County and the City respective to each party's resources. The parties believe these resources are economically served by entering into this Agreement.
- C. This Agreement is intended to allow cooperation between the parties and the most efficient use of public resources. It does not create a separate governmental entity.
- D. This Agreement is not intended to override individual department policies. Under no circumstances will this Agreement replace the individual department policy.

AGREEMENT

The parties agree as follows:

- 1. EFFECTIVE DATE AND DURATION. This Agreement takes effect when signed by the parties and remains in effect until December 31, 2022, unless terminated consistent with this Agreement. The parties will review this Agreement in January of even-numbered years and consider if revisions or modifications are needed.
- 2. PURPOSE AND FUNCTION.
 - Prior to the execution of this Agreement, the County has previously developed, trained and equipped a police SWAT team to respond to law enforcement situations where special tactical operations and equipment are needed. The City formerly operated a Tactical Service Unit but has discontinued it so that these services can be provided in a more efficient manner. The purpose of this Agreement is to combine County and City resources so that the

public is better served.

- 2.2 Under this Agreement, the parties will each provide sworn and certified law enforcement officers to train with and act on call as members of the SWAT team. Except as specially limited or particularly provided in this Agreement, such officers shall be regarded as full members of the SWAT team without regard to their employer agency. Notwithstanding the foregoing, each employer agency shall remain the respective employer of the officers they provide under this agreement.
- 2.3 The City shall have no authority to direct, control, or supervise such officers during SWAT training or SWAT activation.

3. CITY OBLIGATIONS

- 3.1 The City may provide sworn law enforcement officers as candidates for the SWAT team assigned to tactical or negotiation duties. SWAT team candidates proposed by the City shall meet the same physical, experience, and psychological qualifications required by the County for SWAT team members. If the SWAT team candidates proposed by the City are found to be qualified by the County, their names shall be forwarded to the Woodburn Police Chief for assignment to SWAT duty. After the Woodburn Police Chief makes a written assignment of a City SWAT team candidate to SWAT duty, that candidate shall become a SWAT team member.
- 3.2 The City shall compensate its officers who are SWAT team members engaged in training and SWAT activations according to applicable pay plans and collective bargaining agreements. The County shall not be responsible for directly or indirectly compensating City SWAT team members.
- 3.3 The City shall provide employment benefits to its officers who are SWAT team members. The County shall not be responsible for any employment benefits for City SWAT team members.
- 3.4 The City shall furnish ammunition, personal gear and equipment for use of its SWAT team members, as required by the County, including, but not limited to uniforms, weapons, and ballistic vests.
- 3.5 The City shall make its SWAT team members available for SWAT team duty and training as scheduled by the County. Notwithstanding, the Woodburn Police Chief may remove or reassign a City SWAT team member from SWAT team duty at the Chief's sole discretion.

4. COUNTY OBLIGATIONS

4.1 The County shall provide specialized SWAT training to all SWAT team members.

- 4.2 The County shall direct and supervise all SWAT team members while such officers are acting in the course and scope of their SWAT assignments including training.
- 4.3 The County shall examine, test and screen candidates nominated by the City under the same standards as applied to County candidates. The County shall endeavor to include Woodburn Police leadership in the selection process as testing and screening evaluators. The County, in consultation with the Woodburn Police Chief, shall have the authority to decline the participation of any Woodburn SWAT team candidate, and after consultation with the Woodburn Police Chief, may remove any Woodburn officer from the SWAT team. County authority to accept, decline, or remove any Woodburn officer from the SWAT Team is at the Sheriff's sole discretion.
- 4.4 The parties agree that when the SWAT Team is activated and responds, the jurisdiction in which the SWAT activities take place will assume responsibility for the overall management of law enforcement activities under the Incident Command System. Notwithstanding, all tactical decisions of the SWAT Team shall be made by the SWAT Team Commander, not by the Incident Commander.
- 4.5 The County shall have no authority to impose discipline on SWAT team members not employed by the County. However, the County may remove a Woodburn officer from the SWAT team if the Sheriff determines, in his sole discretion, that removal is in the best interest of the SWAT Team. It is anticipated that the Sheriff will consult with the Woodburn Police Chief prior to removal of a City officer from the team.

5. JOINT OBLIGATIONS

- 5.1 City and County shall be responsible for providing their respective employees with Workers Compensation insurance or self-insurance as required under Oregon Law, and for providing such personal insurance benefits as are required by applicable laws, collective bargaining agreements, and internal agency administrative policies for their respective employees.
- 5.2 All officers assigned to the SWAT team shall be subject to the internal policies and procedures of their own respective departments with respect to use of force, personnel administration, payroll reporting, overtime eligibility, off-duty conduct, discipline, internal affairs reporting, and other like administrative matters. Notwithstanding the preceding, SWAT team members will also be responsible for compliance with SWAT protocols and reporting.
- 5.3 Each party shall insure or self-insure and be independently responsible for the risk of its own liability for claims within the scope of the Oregon Tort Claims Act (ORS 30.260 to 30.300).
- 5.4 The parties agree to comply with all federal, state, and local laws and ordinances

applicable to the work to be done under this Agreement. The parties agree that this Agreement shall be administered and construed under the laws of the State of Oregon.

5.5 The parties agree to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations in the performance of this Agreement.

6. GENERAL PROVISIONS

- 6.1 Enforcement. The laws of the State of Oregon shall govern this Agreement. The venue for any action for the enforcement of this Agreement shall be in the appropriate court for Marion County, Oregon. Any judgment shall be limited to specific performance and/or injunctive relief. Neither party shall have any claim or remedy for monetary damages arising from an alleged breach of this Agreement against the other party.
- 6.2 Amendment of Agreement. Either party may request an amendment of this Agreement at any time. Such request shall be in writing to the other party and shall be responded to within sixty (60) days of receipt.
- 6.3 Notice. Any notice required or permitted of this Agreement shall be in writing and shall be deemed to have been sufficiently given if sent by certified mail, return receipt requested, postage and fees prepaid and addressed to the party as stated below or such other address previously provided in writing.

To the City of Woodburn:

James C. Ferraris, Woodburn Police Chief 1060 Mt. Hood Ave. Woodburn, Oregon 97071

To Marion County:

Jason Myers, Marion County Sheriff PO Box 14500 Salem, Oregon 97309

- 6.4 Captions. Captions and headings used in this Agreement are inserted for convenience of reference only and are not intended to affect the interpretation or construction of the Agreement.
- 6.5 Waiver or Breach. A waiver of any party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either party.

6.6 Severability. If any provision of this Agreement is held invalid or unenforceable for any reason, no other provision shall be affected by such holding and all of the remaining provisions of this Agreement shall continue in full force and effect.

IN WITNESS THEREOF, the respective parties hereto have caused this Agreement to be signed in their behalf the day and year first above written.

MARION COUNTY, OREGON	CITY OF WOODBURN
AA	Mark
Jason Myers, Marion County Sheriff	Scott Derickson, City Administrator
Board of Commissioners	
Sund A. Bul	
Chair	
Havet Larle	
Commissioner	
Kin Care	
Commissioner	
Date	
Approved as to form:	
Legal Counsel Date	17
Contract Manager Date	7

Page 5 - Intergovernmental Agreement for Special Weapons and Tactics (SWAT)