

W.S.F.2.

ABBREVIATED CONSENT CALENDAR MEMO

Memorandum Date: 14 July 2010
Order Date: 28 July 2010

TO: Board of County Commissioners

DEPARTMENT: Lane County Sheriff's Office

PRESENTED BY: Judy Simpson

**AGENDA ITEM TITLE: IN THE MATTER OF DELEGATING AUTHORITY
TO THE COUNTY ADMINISTRATOR TO EXECUTE
EUGENE METRO EXPLOSIVES DISPOSAL UNIT
AGREEMENT WITH LANE COUNTY**

I. MOTION

MOVE TO APPROVE EXECUTION OF EUGENE METRO EXPLOSIVES DISPOSAL
UNIT AGREEMENT

DISCUSSION

A. Background/Analysis

Eugene Police Department (EPD) and the Lane County Sheriff's Office (LCSO) wish to enter into a mutual assistance agreement for the resolution of explosives and hazardous materials-related incidents occurring within Lane County.

EPD is the "Parent Agency" and therefore, responsible for the management, general supervision and field incident command of the Unit.

EPD will provide no less than six technicians, and LCSO will provide one technician.

Funding for the Eugene Explosives Disposal Unit will be the responsibility of the participating parties for their respective components, to include personnel costs, training, materials, supplies and assets.

The agreement may be terminated should funds not be appropriated in any fiscal year for the services.

Lane Manual 21.145 requires Board of Commissioner approval for execution of an Agreement which is in effect longer than three years.

The Interagency Agreement will remain in effect until terminated by either or both parties.

B. RECOMMENDATION

Staff recommends approving execution of the Eugene Metro Explosives Disposal Unit Interagency Agreement.

The Agreement will mutually benefit the parties, and costs are shared if they join together to provide the services.

II. ATTACHMENTS

1. Proposed Board Order No. _____.
2. Eugene Metro Explosives Disposal Unit Interagency Agreement.

IN THE BOARD OF COUNTY COMMISSIONERS OF Lane County, OREGON

ORDER NO. **)IN THE MATTER OF DELEGATING AUTHORITY TO
)THE COUNTY ADMINISTRATOR TO EXECUTE
)EUGENE METRO EXPLOSIVES DISPOSAL UNIT
)INTERAGENCY AGREEMENT WITH LANE COUNTY**

THIS MATTER having come before the Board of County Commissioners for delegating authority to the County Administrator to execute the Eugene Metro Explosives Disposal Unit Interagency Agreement for the purpose of providing the responsibilities of each party for mutual assistance in the resolution of explosives and hazardous materials-related incidents occurring within Lane County.

WHEREAS, Lane Manual 21.145 requires Board of Commissioner approval for execution of an Agreement in effect longer than three years.

WHEREAS, the Interagency Agreement will remain in effect until terminated.

IT IS HEREBY ORDERED that the Board of County Commissioners delegate the authority to the County Administrator to execute Eugene Metro Explosives Disposal Unit Interagency Agreement in substantial conformity to Exhibit A.

Effective Date: day of , 2010

Chair, Lane County Board of Commissioners

INTERGOVERNMENTAL AGREEMENT

EUGENE METRO EXPLOSIVES DISPOSAL UNIT
INTERAGENCY AGREEMENT

BETWEEN: Eugene Police Department (EPD)
 AND: Lane County Sheriff's Office (LSCO)
 CONTRACT NO.: 2011-03208
 EFFECTIVE DATE: Upon signing

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. Exhibit A – City of Eugene Standard Contract Provisions

AGREEMENT

This agreement is entered into between the undersigned agencies (EPD and LSCO) for the purpose of securing to each the benefits of mutual assistance in the resolution of explosives and hazardous materials-related incidents occurring within Lane County.

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 Metro Explosives Disposal Unit on-scene supervisor, or his/her designee, 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 and/or hazardous substance unless countered by the Unit supervisor. The Bomb Squad or scene supervisor, or his/her designee, shall be responsible for resolution of the incident until released to other authority.

1. Definitions

- 1.1 Eugene Metro Explosive 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 a Unit member as a Lane County vacancy occurs within the Unit. Applications 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 application 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.

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 Manual, dated November 2004, and National Guidelines for Bomb Technicians, FBI Bulletin 87-4, which currently list the following requirements.
 - 4.1.1 Non-probationary Police Officer with a minimum of three 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 judgment, 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 and Standards, as listed in FBI Bulletin 96.7.
 - 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.
 - 4.1.13 Successful completion of the H.D.S. core curriculum and subsequent HDT (Hazardous Device Technician) recertification 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 via the chain of command 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 or have successfully completed the FBI Hazardous Devices School within two years of assuming command of the unit and become a practicing technician.
- 4.4 The Unit Commander will be appointed by the Parent Agency's 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 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.)

- 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.

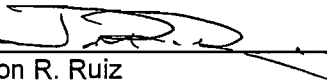
11. Miscellaneous Provisions

- 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


By: 
Pete Kerns
Police Chief

Date: 6/21/10

By: 
Jon R. Ruiz
City Manager

Date: 6/24/10

LANE COUNTY

By: 
Russ E. Burger
Sheriff

Date: 7/10

By: _____
Jeff Spartz
County Administrator

Date: _____

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 Eugene Metro Explosives Disposal Unit will be the responsibility of the participating parties for their respective components, to include personnel costs, training, materials, supplies and assets.

7.2 Expenditure for combined purchases will be borne by the parties on a six-sevenths Parent Agency, one-seventh 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.

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