

INTERGOVERNMENTAL AGREEMENT**PARTICIPATION ON THE****COLUMBIA COUNTY REGIONAL ASSISTANCE & INVESTIGATIVE DETAIL (RAID)**

This Agreement is made and entered into pursuant to ORS 190.010, et seq., and ORS 206.345 by Columbia County, acting through the Columbia County Sheriff's Office, and the Cities of Columbia City, Scappoose, St. Helens, and Vernonia, acting through their respective Police Departments (collectively, the County and Cities referred to herein as the "Participating Agencies" or "Participating Agency"). The Participating Agencies enter into this Agreement as equal partners to form and maintain the Columbia County Regional Assistance & Investigative Detail (RAID Team). No single agency shall serve as a lead agency; rather, operational responsibility will be shared collectively among the Participating Agencies in accordance with this Agreement.

RECITALS

WHEREAS, the purpose of this Agreement is to enhance the coordination of personnel and resources among Columbia County law enforcement agencies to provide for a safe and efficient response to certain higher-risk search warrants that require specialized tactical training and support; and

WHEREAS, the Participating Agencies understand that the Columbia County RAID Team primarily responds to search warrants involving a degree of risk beyond the ordinary scope of regular law enforcement operations ("RAID Team Activities"), and each Participating Agency desires to participate in RAID Team Activities and accepts the risks and liabilities inherent therein; and

WHEREAS, the RAID Team is not a SWAT Team. If an incident requires a SWAT-level response, a SWAT Team with appropriate jurisdiction shall be requested to assume command, and the RAID Team shall provide support only at the direction of the SWAT Commander and Participating Agencies; and

WHEREAS, while engaged in RAID Team Activities, members remain employees of their home agencies for purposes of pay, benefits and liability, but operate under the direction of the RAID Team Commander or Team Leader for operational purposes;

NOW, THEREFORE, the parties agree as follows:

SECTION 1. RESPONSIBILITIES OF PARTICIPATING AGENCIES**1.1 QUALIFICATION AND OBLIGATIONS:**

1.1.1 The RAID Team Commander/Coordinator is Lt. Douglas Treat of the St. Helens Police Department. Any new or subsequent RAID Team Commander/Coordinator shall be appointed by the mutual consent of all Participating Agencies.

1.1.2 RAID Team members shall be selected at the sole discretion of their Department Head, i.e., Sheriff, Police Chief or their designee. Minimum qualifications will include successful completion of a basic police academy, be physically fit to perform the duties of a Deputy/Police Officer, and be off probation.

1.1.3 Participating Agencies personnel under this Agreement shall remain employees of their Participating Agency but shall be responsive to and reasonably follow the orders of the RAID Team Commander or Team Leader while performing RAID Team operations and training.

1.1.4 Length of RAID Team assignment and number of hours/days shall be mutually agreed upon by the Participating Agencies in consultation with the RAID Team Commander or Team Leader. RAID Team members shall not be engaged in overtime work without written approval from their Department Head.

1.1.5 The Participating Agencies shall pay all wages and benefits due any of its personnel during service on the RAID Team, including overtime pay, worker's compensation benefits, and death benefits as if those personnel were on duty working directly for the Participating Agencies.

1.1.6 The Participating Agencies shall be solely responsible for the injuries or death of its personnel participating in RAID Team operations and training, except to the extent caused by another Participating Agency's acts or omissions.

1.1.7 The Participating Agencies shall supply and pay for all equipment items deemed necessary by the RAID Team Commander or Team Leader, including but not limited to ballistic vests, weapons, helmets, uniforms, ammunition and vehicles; pay for the repair or replacement of its own property; and the ordinary wear and tear and routine maintenance of its own equipment. Equipment shall remain property of Participating Agency that purchased the equipment and shall only be used by such Participating Agency.

1.2 INDEMNIFICATION AND INSURANCE. The Participating Agencies acknowledge that in the event of a tort claim or civil action arising out of an alleged act or omission relating to RAID Team activities, the individual RAID Team participants would be entitled to defense and indemnity under the provisions of the Oregon Tort Claims. The parties further acknowledge that it is in their mutual best interest to provide for the handling of such claims if and when they arise. As such the parties agree as follows:

1.2.1 Subject to the conditions and limitations of the Oregon Constitution and Oregon Tort Claims Act, ORS 30.060, each Participating Agency shall indemnify, defend and hold

harmless the other Participating Agencies from and against liability arising out and resulting from the acts or omissions of the indemnifying Participating Agency, its officers, agents and employees, in the performance of this Agreement.

1.2.2 If a Participating Agency receives notice of a claim or suit relating to RAID Team activities, they shall promptly notify the other parties.

1.2.3 The Participating Agencies agree to fully cooperate with the others in the adjustment or litigation of all such claims or suits relating to RAID Team activities.

1.2.4 Each party shall obtain insurance coverage for themselves and their officers, employees and agents. Such insurance shall have liability limits no less than the applicable limits of liability provided for under the Oregon Tort Claims Act. A party may use self-insurance to meet this requirement in whole or in part so long as that party maintains an actuarially sound self-insurance fund for that purpose. Each party shall provide proof of coverage upon request by another Participating Agency.

1.2.5 Nothing in this section shall be construed as waiving or limiting the right of a Participating Agency to refuse defense or indemnity under the provisions of ORS 30.285-30.287.

SECTION 2. DURATION, WITHDRAWAL AND TERMINATION.

2.1 This Agreement shall remain in effect as to each Participating Agency until terminated by such Participating Agency with thirty (30) days' written notice to the other or sooner by mutual agreement.

2.2 A Participating Agency's RAID Team member serves at the will of their Participating Agency and cannot be removed by the Team Commander or Team Leader without cause.

2.3 A Participating Agency's RAID Team member may be removed from the RAID Team by the Participating Agency at any time and for any reason without prior notice.

SECTION 3. SEVERABILITY. If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provisions held to be invalid.

SECTION 4. EFFECTIVE DATE. This Agreement shall commence on the date of execution and authorization as to that party.

SECTION 5. INTERPRETATION. The terms and conditions of this Agreement shall be liberally construed in accordance with the general purposes of this Agreement.

SECTION 6. AMENDMENT. The terms of this Agreement may be amended by mutual agreement of the parties. Any amendment shall be in writing and shall refer specifically to this Agreement and shall be effective as to each party upon execution and authorization by that party.

SECTION 7. AUTHORITY. Each party has the full power and authority to enter into this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. Each party further acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.

SECTION 8. ANNUAL MEETING. A representative from each Participating Agency shall meet at least once annually to review the implementation of this Agreement and the performance of RAID Team members. The annual meeting shall include, at a minimum, review of training standards, deployment activities, operational readiness, and any liability or risk management issues. The Participating Agencies may also use the meeting to recommend amendments to this Agreement or adjustments to RAID Team procedures. A written summary of the meeting shall be prepared and forwarded to all Participating Agencies within thirty (30) days of the meeting.

SECTION 9. COUNTERPARTS AND ELECTRONIC SIGNATURES. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one instrument. Signatures transmitted electronically, including by scanned copy or secure digital signature, shall be deemed valid and binding for all purposes in accordance with Oregon law.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned, being duly authorized, have executed this Intergovernmental Agreement on behalf of their respective agencies as of the dates shown below.

COLUMBIA COUNTY SHERIFF'S OFFICE

COLUMBIA CITY POLICE DEPARTMENT

Brian Pixley, Sheriff

Gerry Bartolomucci, Chief of Police

Date: _____

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Columbia County Counsel

Columbia City City Attorney

SCAPPOOSE POLICE DEPARTMENT

ST. HELENS POLICE DEPARTMENT

Chris Fluellen, Chief of Police

Matthew Smith, Chief of Police

Date: _____

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Scappoose City Attorney

St. Helens City Attorney

VERNONIA POLICE DEPARTMENT

Shaun Carnahan, Chief of Police

Date: _____

APPROVED AS TO FORM:

Vernonia City Attorney

