

## **AGREEMENT BETWEEN THE CITY OF HERMISTON AND GOOD SHEPHERD HEALTH CARE SYSTEM REGARDING FUNDING OF HERMISTON POLICE DEPARTMENT POSITIONS**

The City of Hermiston (“City”), a municipal corporation of the State of Oregon, acting by and through the Hermiston Police Department (“HPD”), and Good Shepherd Health Care System (“GSHCS”), a non- profit corporation, by and through their duly authorized representatives enter into this agreement (“Agreement”), for the purpose of providing dedicated police patrol services to GSHCS. This Agreement may refer to the City, HPD, and GSHCS individually as a (“Party”) or jointly as (“Parties.”)

### **RECITALS**

1. PURPOSE. Both Parties agree that the purpose of this Agreement is for the funding of up to four (4) HPD officers to be assigned to a patrol beat located at GSHCS. For the purposes of this agreement, officers assigned to GSHCS shall be referred to as assigned to the Good Shepherd Patrol Beat.
2. GOOD SHEPHERD PATROL BEAT.
  - a. TERM. The term of the GSHCS funding of HPD positions in support of the Good Shepherd Patrol Beat will be April 1, 2025, through June 30, 2028.
  - b. SERVICE LEVEL. The Parties agree that the level of police service will include up to four (4) HPD officers. HPD personnel will remain employees of the City and shall not be considered employees or agents of GSHCS.
  - c. ASSIGNMENTS.
    - i. Deployment. The City shall employ, and maintains all authority over, any officer assigned to work the Good Shepherd Patrol Beat. The Parties recognize that GSHCS and HPD have legitimate interests in the management and deployment of police officers assigned to the Good Shepherd Patrol Beat. The Parties agree to work together to ensure that the allocation and deployment of police officers assigned to GSHCS is effective and efficient.
    - ii. Daily Operation. Supervision of the HPD officers assigned to the Good Shepherd Patrol Beat will be designated by the Chief of Police. GSHCS may provide input and identify concerns to the HPD officers assigned to the overall Good Shepherd Patrol Beat through periodic communications or meetings. Other details regarding the exact number of officers and daily operations will be agreed to annually

and are set forth in Exhibit A, which is incorporated by this reference.

- iii. Policies and Procedures and Training. All officers assigned to the Good Shepherd Patrol Beat will remain subject to the policies and procedures and training requirements of the City and the Hermiston Police Department.
- iv. Selection and Assignment. Selection and assignment of HPD officers to Good Shepherd Patrol Beat will be determined by HPD. The best effort will be made to select the most qualified available officer making application for assignment to the Good Shepherd Patrol Beat. If GSHCS has any issues with the officers chosen, it will notify HPD.

d. REIMBURSEMENT OF COSTS.

- i. Costs. The City shall bill GSHCS for the total costs of up to four (4) HPD Officers, which is to include the total of salaries and premiums, overtime, health benefits, payroll taxes, retirement costs calculated using the sworn OPSRP rate, training, vehicle leases, and one-time equipment costs.
- ii. Billing. City will invoice GSHCS on a monthly basis and the amounts due under such invoice shall be payable within thirty (30) days after GSHCS' receipt of such invoice. The monthly total being the agreed upon Budget period divided by the months served under the agreement.
- iii. Amount. The agreed upon compensation is set forth in Exhibit A.

- e. COLLECTIVE BARGAINING AGREEMENT. HPD officers acting under this Agreement are subject to HPD collective bargaining agreements.
- f. PRIORITY OF SERVICES. The Parties will adhere to the priorities of services as set forth in Exhibit B, which is incorporated by this reference. The HPD Officers assigned to the Good Shepherd Patrol Beat will be available to HPD patrol officers for high priority cover situations but will not normally be available for dispatched calls.
- g. OFFICER INJURY OR ILLNESS. In the event of officer injuries or illness with a duration of over thirty (30) days, the HPD Officer will be replaced by another officer selected by terms outlined in this Agreement.

- h. PERSONNEL SHORTAGE. In the case of personnel shortages due to retirements, resignations, leave, or required training, HPD maintains the right to re-assign HPD Officers assigned to the Good Shepherd Patrol Beat if needed. If this occurs HPD will immediately notify GSHCS of the reason and estimated time of the re-assignment and discount GSHCS's monthly invoice (as described in Section 2.d of this Agreement) pro-rated by the number of officers and number of days re-assigned. This Section does not pertain to HPD Officers assigned to the Good Shepherd Patrol Beat using sick time (unless to the degree described in Section 2.h), vacation time, or required training time. HPD will make every effort to maintain the number of HPD Officers assigned to the Good Shepherd Patrol Beat.
3. REPORTING. HPD will report quarterly to GSHCS on the activities of the HPD Officers assigned to the Good Shepherd Patrol Beat. The report shall include the number of days worked by each officer, the number and types of calls responded to, the average call response time, the number and types of citations issued, and the number of people taken into custody. GSHCSS may provide feedback, which the City agrees to address in a timely manner.
4. TERMINATION. Any party may terminate this Agreement by giving the other party one hundred eighty (180) days written notice of its intention to terminate. GSHCS will reimburse the City for the portion of costs incurred for services rendered to GSHCS prior to termination as outlined in this Agreement.
5. DISPUTE RESOLUTION. Any disputes regarding any term of this Agreement shall be resolved through good faith negotiations between the parties. In the event the Parties are still unable to resolve the dispute or conflict by negotiation and prior to initiating any litigation arising out of the terms of this Agreement, the Parties agree to attempt to resolve any disputes between them through mediation, which will be conducted by a mutually agreeable neutral mediator and held in a mutually agreeable neutral location. The cost of the mediation shall be borne equally by the Parties and each Party shall bear its own legal expenses and fees related to the mediation. The initiation of the dispute resolution process as described in this section shall not prevent a Party from exercising any of its other rights.
6. INDEMNIFICATION. Subject to the limits of the Oregon Constitution, Article XI, Section 9, and the Oregon Tort Claims Act, the City shall indemnify, defend, save, and hold harmless GSHCS, its officers, agents, and employees, from all claims, suits, or actions of whatsoever nature, including intentional acts, resulting from or arising out of the activities of the City, its agents or employees under this Agreement, except to the extent that such claims, suits or actions, damages, losses, expenses or costs result from or arise out of the sole negligence of GSHCS. GSHCS shall indemnify, defend, save, and hold harmless the City, its officers, agents, and employees, from all claims, suits, or actions of whatsoever nature, including intentional acts, resulting from or arising out of the activities of GSHCS, its agents

or employees under this Agreement, except to the extent that such claims, suits or actions, damages, losses, expenses or costs result from or arise out the sole negligence of the City.

7. ADHERENCE TO LAW. Each party shall comply with all federal, state, and local laws and ordinances applicable to this Agreement.
8. CONFIDENTIALITY. Each party agrees to keep any Confidential Information confidential, except as required to carry out its duties or as required by law. Access to Confidential Information shall be granted with consent or as required by law.
9. INTEGRATION. This Agreement contains the entire agreement between the Parties and supersedes all prior written or oral discussions or agreements.
10. SEVERABILITY. The Parties agree that if any term or provision of this Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected.
11. NOTICES. Any notices, bills, invoices, or reports required by this Agreement shall be sent by the Parties in United States Mail, first class postage paid, or personally delivered to the addressed below:

For City of Hermiston:	For Good Shepherd Health Care System:
Name: Byron Smith	Name: Jonathan Edwards
Title: City Manager	Title: Chief Operating Officer/Chief Financial Officer
Address: 180 NE 2 <sup>nd</sup> Street	Address: 610 NW 11 <sup>th</sup> St.
City, State: Hermiston, OR 97838	City, State: Hermiston, OR 97838
e-mail: bsmith@hermiston.gov	e-mail: jedwards@gshealth.org
Copy to:	Copy to:
rtovey@hermiston.gov	Mrenner@gshealth.org

12. AMENDMENT. All changes to this Agreement shall be in the form of a written amendment to be mutually executed and approved by the Parties.

**[SIGNATURE PAGE TO FOLLOW]**

SIGNATURE PAGE

The Parties have caused this Agreement to be executed by their duly appointed representatives. This Agreement and any amendments may be executed in two or more counterparts with each deemed an original but together constituting the same agreement, and by electronic means, including the use of electronic signatures.

GOOD SHEPHERD HEALTH CARE SYSTEM

By: 

DocuSigned by:

*Art Mathisen*

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\_\_\_\_\_  
Art Mathisen  
President/CEO  
3/7/2025  
Date

CITY OF HERMISTON

By: \_\_\_\_\_  
Byron D. Smith  
City Manager  
\_\_\_\_\_  
Date

**Exhibit A**

**AGREEMENT BETWEEN THE CITY OF HERMISTON (“CITY”) AND  
GOOD SHEPHERD HEALTH CARE SYSTEMS (“GSHCS”)  
REGARDING FUNDING OF HERMISTON POLICE DEPARTMENT  
 (“HPD”) POSITIONS**

**Personnel:**

In accordance with Section 2.b of this Agreement, by mutual agreement HPD agrees to assign up to four (4) police officers to the Good Shepherd Patrol Beat for the period of April 1, 2025, through June 30, 2028, with the understanding that this number may vary as set out in Sections 2.h and 2.i.

**Shifts:**

In accordance with Section 2.c.ii of this Agreement, by mutual agreement the HPD and GSHCS agree that the officers assigned to the Good Shepherd Patrol Beat will provide twenty-four (24) hours a day, seven (7) days a week patrol coverage to GSHCS, with the exception of shift changes (currently 6AM and 6PM) and on Christmas Day when officers will be allowed to respond to calls for service from their residences.

**Budget:**

In accordance with Section 2.d of this Agreement, by mutual agreement GSHCS agrees to compensate the City for personnel, equipment, training and vehicles in the following manner:

For the period of April 1, 2025 through June 30, 2025 (to also include one-time equipment cost and 50% of initial training cost for three officers) for a total of \$254,840.15.

For the period of July 1, 2025 through June 30, 2026 for a total of \$582,748.20.

After the period ending June 30, 2026, for each subsequent year of the Agreement, as of July 1 of each year in which this Agreement is in effect, the total cost from the previous year shall increase by an amount equal to five percent (5%) per year. The Parties leave open the option to negotiate the yearly total if circumstances cause the total budget amount to the City to exceed five percent (5%).

## **Exhibit B**

### **AGREEMENT BETWEEN THE CITY OF HERMISTON (“City”) AND GOOD SHEPHERD HEALTH CARE SYSTEMS (“GSHCS”) REGARDING PRIORITIES OF HERMISTON POLICE DEPARTMENT (“HPD”) POSITIONS**

#### **Goal:**

To clarify services priorities of this Agreement, specifically Sections 2.f, and to build and maintain public confidence in the safety of the GHSC by the deployment of HPD officers to a dedicated patrol (“Good Shepherd Patrol Beat”) at GSHCS.

#### **Objectives:**

GSHCS's objectives for the HPD officers assigned to the Good Shepherd Patrol Beat are:

1. To focus efforts on the direct support of GSHCS personnel, emphasizing prevention of crime and proactive enforcement as well as problem solving.
2. To build and maintain an appropriate level of cooperation and coordination between police personnel assigned to the hospital, through information exchange and roll-call interaction.
3. To maintain and build public confidence in the vitality and safety of the GSHCS.

#### **Strategy:**

The deployment of the HPD officers will be accomplished to provide the best direct support of the Good Shepherd Patrol Beat. They will focus on order maintenance, high visibility patrol, and fixing chronic problems (problem solving).

Day to day deployment and coordination of the HPD officers will be the responsibility of HPD as designated by the Chief of Police.

The HPD officers assigned to the Good Shepherd Patrol Beat will be available to HPD officers for high priority cover situations but will not normally be available for dispatched calls.

#### **Priorities:**

1. Enforcement and Enforcement Support:  
Focusing on city ordinances and state laws to preserve the safety of citizens and property located within GSHCS boundaries by timely response to incidents.

2. Problem Solving:

Identifying problem areas and developing solutions to problems using community policing strategies. Team problem solving involving GSHCS personnel, as well as business owners and residents is a priority.

3. Communications and Coordination:

HPD officers assigned to the Good Shepherd Patrol Beat will prioritize communications among the partners, including GSHCS personnel, HPD, citizens, and businesses.

4. Presence:

HPD officers will provide a presence as a deterrent to crime and the fear of crime.