

W-4.F.1.

ABBREVIATED CONSENT CALENDAR MEMO

Memorandum Date: 13 June 2008
Order Date: 2 July 2008

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 MEMORANDUM OF UNDERSTANDING BETWEEN CITY OF EUGENE POLICE DEPARTMENT, CITY OF SPRINGFIELD AND LANE COUNTY

I. MOTION

MOVE TO APPROVE EXECUTION OF THE MEMORANDUM OF UNDERSTANDING FOR THE FY 2008 JUSTICE ASSISTANCE GRANT

DISCUSSION

A. Background/Analysis

Each year Department of Justice, Office of Justice Programs (OJP), Bureau of Justice Assistance (BJA) seeks applications for the Edward Byrne Memorial Justice Assistance Grant (JAG).

In previous years, Lane County and the City of Eugene have been considered disparate; the funding allocation for one jurisdiction is determined to be disproportionate to the funding allocation for a second jurisdiction. Therefore the two jurisdictions share the aggregate funds and must submit a joint application.

For the FY 2008 JAG, BJA has designated Lane County, City of Eugene and City of Springfield disparate, and the three agencies must submit a joint application for the award.

A Memorandum of Understanding (MOU) must be completed, signed and faxed to OJP, indicating who will serve as the applicant/fiscal agent for the joint funds at the time of application and the allocation of funds.

Lane County Sheriff's Office typically serves as the applicant/fiscal agent for the JAG funds.

Total grant funds in the amount of \$45,891 will be split evenly with each agency receiving \$15,297.

The MOU is in effect for the life of the grant, 1 October 2007 through 30 September 2011 – four (4) years.

Lane Manual 21.145 requires Board of Commissioner approval for execution of agreements exceeding three (3) years in length.

The FY 2008 JAG application deadline is 8 July 2008, and the executed MOU will be faxed to OJP at that time.

B. RECOMMENDATION

Staff recommends approving execution of the Memorandum of Understanding.

The executed MOU is required at the time the JAG application is submitted. Lane County should take advantage of grant funds especially when there is no match required.

II. ATTACHMENTS

1. Proposed Board Order No. _____.
2. Memorandum of Understanding between City of Eugene Police Department, City of Springfield and Lane County.

IN THE BOARD OF COUNTY COMMISSIONERS OF Lane County, OREGON

**ORDER NO.)IN THE MATTER OF DELEGATING AUTHORITY TO
)THE COUNTY ADMINISTRATOR TO EXECUTE
)MEMORANDUM OF UNDERSTANDING BETWEEN
)CITY OF EUGENE POLICE DEPARTMENT, CITY OF
)SPRINGFIELD AND LANE COUNTY**

THIS MATTER having come before the Board of County Commissioners for delegating authority to the County Administrator to execute the Memorandum of Understanding (MOU) between City of Eugene Police Department, City of Springfield and Lane County for joint application of the FY 2008 Justice Assistance Grant (JAG).

WHEREAS, Lane Manual 21.145 requires Board of Commissioner approval for execution of agreements exceeding three (3) years in length.

WHEREAS, the MOU is for a duration of four (4) years beginning 1 October 2007 through 30 September 2011.

WHEREAS, the grant application and MOU are due to Office of Justice Programs no later than 8 July 2008.

IT IS HEREBY ORDERED that the Board of County Commissioners delegate authority to the County Administrator to execute the Memorandum of Understanding between City of Eugene Police Department, City of Springfield and Lane County, in substantial conformity to the attached Exhibit A.

Signed this day of , 2008

Chair, Lane County Board of Commissioners

APPROVED AND FORWARDED
Date: 6/20/08 the County
[Signature]
OFFICE OF LEGAL COUNSEL

GMS Application No: **2008-F5226-OR-DJ**

MEMORANDUM OF UNDERSTANDING

BETWEEN: Lane County (County)
AND: Eugene Police Department (EPD)
AND: City of Springfield (City)

2008 BRYNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This Agreement is made between Lane County, acting by and through its governing body, the Board of County Commissioners, and the Eugene Police Department, acting by and through its governing body, the City Council, and the City of Springfield, acting by and through its governing body, the City Council,

WHEREAS, County, EPD and City, in performing governmental functions or in paying for the performance of governmental functions, hereunder, shall make that performance or those payments from current revenues legally available to that party, and

WHEREAS, County, EPD and City find that the performance of this Agreement is in the best interests of all parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this Agreement, and

WHEREAS, certain JAG funds have been allocated to Lane County, City of Eugene and City of Springfield jointly, and

WHEREAS, County, EPD and City believe it to be in their best interests to reallocate the JAG funds to reflect each entity's separate amount, and

WHEREAS, the three parties wish to coordinate on other aspects for implementing this grant,

NOW, THEREFORE, COUNTY, EPD AND CITY AGREE AS FOLLOWS:

Section 1

After the governing bodies or their designator for each entity have had the opportunity to review the application documents, County shall submit the grant application, receive and administer all grant funds including distributing the funds and afterwards submit any reports as agreed to by the parties. EPD and City shall provide timely information or reports as required under the grant and as requested by County.

Section 2

Controls shall be adequate to ensure that all expenditures with grant funds under this agreement are in accordance with approved projects and that documentation is readily available to verify that such charges are accurate. County shall have access to and the right to examine all EPD and City records related to this instrument.

Section 3

County agrees to pay EPD \$15,297 and City \$15,297 of JAG funds.

Section 4

EPD and City agree to use the total JAG funds of \$30,594 for their respective Law Enforcement Programs beginning on or after 1 October 2007 and not later than 30 September 2011.

Section 5

Nothing in the performance of this Agreement shall impose any liability for claims against County other than claims for which liability may be imposed by the Oregon Tort Claims Act and subject to the limits of this Act and the limits of Article XI, Section 10 of the Oregon Constitution.

Section 6

Nothing in the performance of this Agreement shall impose any liability for claims against EPD or City other than claims for which liability may be imposed by the Oregon Tort Claims Act.

Section 7

Each of the parties hereto agrees to indemnify and save the other harmless from any claim, liability or damage resulting from any error, omission or act of negligence on the part of the indemnifying party, its officers, agents or employees in the performance of its responsibilities under this agreement and in the performance under the grant agreement for the respective projects. Obligations of both parties under this provision are subject to the limitations of the Oregon Tort Claims Act and County's obligation is further limited by Article XI, Section 10 of the Oregon Constitution.

Section 8

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 9

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein.

CITY OF EUGENE

LANE COUNTY

City Manager

Jeff Spartz
County Administrator

Date

Date

Robert M. Lehner
Chief of Police

Russel E. Burger
Sheriff

Date

Date

CITY OF SPRINGFIELD
