

## AGENDA COVER MEMORANDUM

Memorandum Date: 25 March 2009

Order Date: 8 April 2009

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TO: Board of County Commissioners

DEPARTMENT: Lane County Sheriff's Office

PRESENTED BY: Judy Simpson

**AGENDA ITEM TITLE: IN THE MATTER OF APPLYING FOR THE FISCAL YEAR 2009 RECOVERY ACT EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT FOR LAW ENFORCEMENT IN THE AMOUNT OF \$530,991 AND DELEGATING AUTHORITY TO THE COUNTY ADMINISTRATOR TO EXECUTE MEMORANDUM OF UNDERSTANDING BETWEEN CITY OF EUGENE AND LANE COUNTY**

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### I. MOTION

MOVE TO APPROVE APPLYING FOR THE FISCAL YEAR 2009 RECOVERY ACT EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT AND DELEGATE AUTHORITY TO THE COUNTY ADMINISTRATOR TO EXECUTE THE MEMORANDUM OF UNDERSTANDING

### II. AGENDA ITEM SUMMARY

The Lane County Sheriff's Office (LCSO) requests permission to submit a grant application to the U.S. Department of Justice for the Fiscal Year 2009 Recovery Act Edward Byrne Memorial Justice Assistance Grant. Grant funding for LCSO will pay for 1.0 FTE training sergeant and critically needed department training.

### III. BACKGROUND/IMPLICATIONS OF ACTION

#### A. Board Action and Other History

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

As in previous years, Lane County and the City of Eugene are considered disparate; the funding allocation for one jurisdiction is determined to be disproportionate to the funding allocation for a second jurisdiction. The two jurisdictions therefore share the aggregate funds and must submit a joint application.

The FY 2009 local solicitation award for the two jurisdictions is \$530,991 which will be split 50/50 between the City of Eugene and Lane County, each receiving \$265,495.50.

One of the requirements for disparate jurisdictions is to submit an executed Memorandum of Understanding (MOU) at the time of application showing which agency will serve as the applicant/fiscal agent and the agreed upon allocation of the grant funds.

The MOU is in effect through the life of the grant, from date of execution through 30 September 2012.

B. Policy Issues

Board of Commissioner's approval is required because the MOU exceeds the execution authority of the County Administrator.

The Department of Public Safety Standards and Training (DPSST) has mandated training requirements for Public Safety Officers in order to maintain certification which provides the highest professional skill standards and services to citizens.

C. Board Goals

Relevant strategic plan goals are: Allocate resources strategically and service improvement.

The County's highest funding priority will be those services that are effective in addressing the immediate and critical life and health safety needs of our citizens. Lane County personnel are expected to cultivate the knowledge and skills necessary to perform their responsibilities well and limit liability to both citizens and County.

D. Financial and/or Resource Considerations

The grant will fund 1.0 FTE Training Sergeant for one (1) fiscal year and only the most time critical training in order for Deputies to maintain their certification so they can continue to perform their duties.

E. Analysis

LCSO lost their full-time training sergeant during the FY09 budget reductions. Since then, one (1) sergeant has been assigned one day a week to manage the mandated training requirements with a budget incapable of funding the necessary training.

The current training plan for FY 2010 lists costs for required training at approximately \$699,000. Examples of critical training areas needed by the end of this calendar year to maintain certification include: use of force and defensive tactics – where public safety officers are confronted with situations where control of an individual must be achieved to protect public safety or to effect an arrest; and the emergency vehicle operator course (EVOC) which provides special driving skills required to operate a vehicle under very demanding police patrol conditions.

The following information is required prior to approval of grant applications:

1. What is the match requirement, if any, and how is that to be covered for the duration of the grant?

There is no match requirement for this grant.

2. Will the grant require expenditures for Material and Services or capital not fully paid for by the grant?

The grant does not cover Material and Services (M&S) for the training program. An add package will be submitted to the budget committee for the cost of M&S and training not covered by this grant.

3. Will the grant funds be fully expended before county funds need to be spent?

No.

4. How will the administrative work of the grant be covered if the grant funds don't cover it?

The grant does allow for 10% of the funds for costs associated with the administrative work.

5. Have grant stakeholders been informed of the grant sunset policy?

Yes.

6. What accounting, auditing and evaluation obligations are imposed by the grant conditions?

Quarterly financial and programmatic reporting will be required and due within 10 calendar days after the end of each calendar quarter.

7. How will the department cover the accounting, auditing and evaluation obligations?

Funds are available in the grant to accomplish the administrative work.

8. Are there any restrictions against applying the county full cost indirect charge?

The grant allows a federal indirect cost rate.

9. Are there unique or unusual conditions that trigger additional county work effort, or liability, i.e. supplanting prohibitions or indemnity obligations?

Grant funds under this Recovery Act are expected to be used in a manner that maximizes job creation and economic benefit and must be tracked and accounted for separately from all other funds. The grant funds must supplement existing local funds but not supplant.

10. Grant involving technology issues require Information Services department review and approval prior to submission to the Board.

This grant does not involve any IS technology issues.

F. Alternatives/Options

Option 1. Adopt the order to approve applying for the FY2009 JAG Grant and execution of the MOU with the City of Eugene.

Option 2. Deny the grant proposal submission. However, the City of Eugene and Lane County are disparate, and they must both submit an application and executed MOU in order for any one agency to receive grant funds.

V. TIMING/IMPLEMENTATION

The MOU must be submitted at time of application. JAG application is due by 18 May 2009. The application must be available for review by its governing body and made public providing an opportunity for comment not fewer than 30 days prior to submission.

D. RECOMMENDATION

Staff recommends option 1.

III. FOLLOW-UP

Following award of the grant, action will be taken via separate board order to authorize grant acceptance and addition of 1.0 FTE training sergeant and grant budget.

IV. ATTACHMENTS

1. Proposed Board Order No. \_\_\_\_\_.

**IN THE BOARD OF COUNTY COMMISSIONERS OF Lane County, OREGON**

**ORDER NO.**

**)IN THE MATTER OF APPLYING FOR THE FISCAL  
)YEAR 2009 RECOVERY ACT EDWARD BYRNE  
)MEMORIAL JUSTICE ASSISTANCE GRANT FOR  
)LAW ENFORCEMENT IN THE AMOUNT OF \$530,991  
)AND DELEGATING AUTHORITY TO THE COUNTY  
)ADMINISTRATOR TO EXECUTE MEMORANDUM  
)OF UNDERSTANDING BETWEEN CITY OF EUGENE  
)AND LANE COUNTY**

**WHEREAS**, the U.S. Department of Justice has announced it is seeking applications for funding under the Recovery Act Edward Byrne Memorial Justice Assistance Grant Program.

**WHEREAS**, the City of Eugene and Lane County are considered disparate, and must jointly submit an application for the local award of \$530,991.

**WHEREAS**, an executed Memorandum of Understanding (MOU) between the City of Eugene and Lane County must be submitted at the time of application.

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

**WHEREAS**, the MOU is in effect through the life of the grant, from date of execution through 30 September 2012.

**IT IS HEREBY ORDERED** that the Board of County Commissioners approve applying for the FY 2009 Justice Assistance Grant and delegate authority to the County Administrator to execute the Memorandum of Understanding between City of Eugene and Lane County, in substantial conformity to the attached Exhibit A.

Signed this                      day of                      , 2009

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Chair, Lane County Board of Commissioners

*Approved as to form:  
JL 3/31/09*

GMS Application No: **2009-**

## **MEMORANDUM OF UNDERSTANDING**

**BETWEEN:** Lane County (County)  
**AND:** Eugene Police Department (City)

### **2009 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,

**WHEREAS,** County 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 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 and City of Eugene jointly, and

**WHEREAS,** County 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 two parties wish to coordinate on other aspects for implementing this grant,

### **NOW, THEREFORE, COUNTY 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. 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 City records related to this instrument.

## **Section 3**

County agrees to pay City \$265,495.50 of JAG funds.

## **Section 4**

City agrees to use the total JAG funds of \$265,495.50 for the Eugene Police Department Law Enforcement Program beginning on or after 1 October 2008 and not later than 30 September 2012.

## **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 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**

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Jon R. Ruiz  
City Manager

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Jeff Spartz  
County Administrator

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Date

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Date

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Pete Kerns  
Chief of Police

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Russel E. Burger  
Sheriff

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Date

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Date