

W. 3. B. 1.

**ABBREVIATED CONSENT CALENDAR MEMO**

Memorandum Date: 27 June 2007

Order Date: 11 July 2007

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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 RATIFYING EXECUTION OF  
MEMORANDUM OF UNDERSTANDING BETWEEN  
CITY OF EUGENE POLICE DEPARTMENT AND  
LANE COUNTY**

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I. MOTION

MOVE TO RATIFY THE COUNTY ADMINISTRATOR'S EXECUTION OF THE  
MEMORANDUM OF UNDERSTANDING FOR THE FY 2007 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).

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. Therefore the two jurisdictions share the aggregate funds and must submit a joint application.

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.

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

The MOU is in effect for the life of the grant, 1 October 2006 through 30 September 2010 – four (4) years.

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

The FY 2007 JAG application deadline is 2 July 2007, and the executed MOU will be faxed to OJP at that time.

B. RECOMMENDATION

Staff recommends approving ratifying the Memorandum of Understanding.

The MOU is required between two agencies designated disparate 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 and Lane County.

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

**ORDER NO.**

**)IN THE MATTER OF RATIFYING EXECUTION OF  
)MEMORANDUM OF UNDERSTANDING BETWEEN  
)CITY OF EUGENE POLICE DEPARTMENT AND  
)LANE COUNTY**

**THIS MATTER** having come before the Board of County Commissioners for ratifying the execution of the Memorandum of Understanding (MOU) between City of Eugene Police Department and Lane County for joint application of the FY 2007 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 2006 through 30 September 2010.

**WHEREAS**, the grant application and MOU are due to Office of Justice Programs no later than 2 July 2007.

**IT IS HEREBY ORDERED** that the Board of County Commissioners ratify the County Administrator's execution of the Memorandum of Understanding between City of Eugene Police Department and Lane County under Lane County CTRAK Number 6868.

Signed this                      day of                      , 2007

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Chair, Lane County Board of Commissioners

APPROVED AS TO FORM

Date 6/26/07 lane county  
[Signature]  
OFFICE OF LEGAL COUNSEL

GMS Application No: **2007-F4678-OR-DJ**

EPD Contract No.

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN:** Lane County (County)

**AND:** Eugene Police Department (City)

**2007 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

**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 both 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

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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 a total of \$52,882 of JAG funds.

### **Section 4**

City agrees to use the \$52,882 for the EPD Law Enforcement Program beginning on or after 1 October 2006 and not later than 30 September 2010.

### **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.

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**CITY OF EUGENE**

**LANE COUNTY**

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Dennis M. Taylor  
City Manager

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William A. Van Vactor  
County Administrator

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Date

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Date

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Robert M. Lehner  
Chief of Police

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Russel E. Burger  
Sheriff

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Date

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Date