

BEFORE THE BOARD OF COMMISSIONERS OF LANE COUNTY, OREGON

ORDER NO: 18-09-11-03

IN THE MATTER OF APPROVING A
REPLACEMENT INTERGOVERNMENTAL AGREE-
MENT WITH THE CITY OF EUGENE FOR
COOPERATION AND SUPPORT OF THE PUBLIC
SAFETY COORDINATING COUNSEL

WHEREAS, Lane Manual chapter 20 sets forth the County's policies regarding authority to enter into agreements with other public agencies; and

WHEREAS, LM section 20.650 limits the authority of the County Administrator to execute contracts to contracts not exceeding three years in duration; and

WHEREAS, the replacement agreement with the City of Eugene for Cooperation and Support of the Public Safety Coordinating Council is self-renewing, and likely to continue in force for more than three years; and

WHEREAS, the County desires to continue to cooperate with the City of Eugene in support of the work of the Public Safety Coordinating Council;

NOW, THEREFORE, the Board of County Commissioners of Lane County **ORDERS** as follows:

That the replacement intergovernmental agreement with the City of Eugene for Cooperation and Support of the Public Safety Coordinating Council is approved, and may be executed by the authorized officer of the County.

ADOPTED this 11th day of September, 2018.



Chair
Lane County Board of Commissioners

APPROVED AS TO FORM
Date 8/28/18 Lane County

OFFICE OF LEGAL COUNSEL

EXHIBIT A

INTERGOVERNMENTAL AGREEMENT FOR COOPERATION & SUPPORT OF THE PUBLIC SAFETY COORDINATING COUNCIL

THIS AGREEMENT is entered into by and between Lane County, a political subdivision of the State of Oregon ("County") and the City of Eugene, a municipal corporation ("City"), each individually and collectively referred to in this Agreement as a "party" or the "parties."

RECITALS:

- A. ORS 190.010 and the Lane County Home Rule Charter provide that units of local government may enter into agreements for the performance of any or all functions and activities that a party to the agreements, its officers or agents, have authority to perform.
- B. County and City agree that a balanced and effective criminal justice system in Lane County is an important component of both the perception and the reality of community safety for residents.
- C. County and City acknowledge that:
 - a. The expense of operating the criminal justice system is large and costs may consume an increasing share of discretionary funds in the future unless crime is reduced or unless additional economies and efficiencies in the operation of the criminal justice system are found,
 - b. The parties use the property tax system to finance the operation of the criminal justice system, and are subject to a limit on the collection of property taxes,
 - c. The actions of one unit of government may have an unintended negative impact on another party in the criminal justice systems,
 - d. There is need to continue an on-going partnership among the two parties to participate in managing the criminal justice system with the goal of greater community safety for residents, and
 - e. There is a greater chance of the criminal justice system becoming more efficient, more cost-effective, and more responsible to citizens if the County and the city of Eugene work together in a meaningful partnership.
- D. An intergovernmental agreement was signed in 1995 and every year subsequent among local governing jurisdictions, including the parties to this agreement, and that agreement designated the Public Safety Coordinating Council (PSCC) as the appropriate planning body to ensure coordination, reduction of duplication and ongoing monitoring of the criminal justice system.
- E. The governing bodies of City and County believe it is critical that elected representatives of Eugene continue on the PSCC, in order to continue an intergovernmental coordination and system analysis of our public safety system.
- F. An intergovernmental agreement was signed between the parties in 2014 for cooperation and support of the PSCC, the terms of which provided that the agreement would automatically renew each July 1, and which provided that the Lane County Sheriff's Office would administer the agreement for County.
- G. County has reassigned its administration of agreements related to the PSCC to the Lane County Parole and Probation Office.

THE PARTIES AGREE AS FOLLOWS:

1. This Agreement terminates and replaces the intergovernmental agreement between the parties effective July 1, 2014.

2. City Representatives. In addition to the statutorily prescribed membership in ORS 423.560, Lane County's PSCC shall also include a City Councilor or Mayor selected by the City of Eugene.
3. Meetings. The PSCC will meet at least quarterly.
4. Committees. The PSCC will have three functional standing committees, the Adult Community Safety Committee, the Juvenile Committee, and the Budget Committee.
5. Task Forces. The opportunity to address specific community safety problems and expand participation in both the adult and juvenile work will occur via time limited task forces to be appointed by the PSCC Chair. These groups will be developed as needed to accomplish defined tasks. Task force members can be drawn from a broader set of candidates than PSCC members in order to augment groups' expertise, as required by topic area.
6. Term of Agreement. This Agreement shall be effective July 1, 2018 and automatically renew July 1 of each subsequent year unless earlier terminated by any party upon thirty days written notice from one party to all other parties.
7. Staffing and Funding. Lane Council of Governments, under separate Intergovernmental Agreement with Lane County, shall be responsible for providing both Administration and System Analyst support to the PSCC:
 - a. Each of the participating parties shall provide \$18,166 annually for PSCC Administration, System Analyst support to provide data, best practices information, system analysis, reports, etc. to assist the PSCC and its committees and task forces in completing their work.
 - b. Each of the participating parties' share of funding shall be delivered in full by October 31 each year. An invoice will be sent to each party on October 1 each year and will be payable Net 30. Payment shall be to Lane County Parole & Probation, Attn: Lynn Smith, Accounting Analyst, 75 W. 5th Avenue, Eugene, OR 97401.
8. Contract Representatives. Each party designates the following as its representative for purposes of administering this contract:

CITY:

Chief of Police Chris Skinner
 City of Eugene
 Police Department
 300 Country Club Road
 Eugene, OR 97401

COUNTY:

Donovan Dumire, Manager
 Lane County
 Parole and Probation
 75 W. 5th Avenue
 Eugene, OR 97401

Any party may change its designated representative by giving written notice to the others.

9. All parties shall comply with all applicable federal, state and local laws, rules, ordinances and regulations at all times in the performance of the work.
10. 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. The parties' indemnity and hold harmless obligations are subject to the limitations of the Oregon Tort Claims Act and the Oregon Constitution.
11. No amendment to this agreement shall be effective unless made in writing and signed by all parties.

12. The City of Springfield may be added as a party to this agreement by amendment, with the mutual consent of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement by their signatures below.

CITY OF EUGENE:

LANE COUNTY:

Chris Skinner,
Chief of Police

Greg Rikhoff,
Director of Operations

Date

Date