

Council Communication

May 19, 2015, Business Meeting

Approval of Intergovernmental Agreement between Jackson County and the City of Ashland for Sobering Unit Services

FROM:

Tighe O'Meara, Interim Chief of Police, tighe.omeara@ashland.or.us

SUMMARY

Jackson County operates a sobering unit in the City of Medford for intoxicated persons. The Police Department has contracted annually since 2003 with Jackson County to use the sobering unit to lodge intoxicated persons. The amount paid annually by the City of Ashland for this sobering unit service in recent years has been \$5,300 and is proposed to be the same for the upcoming period of July 1, 2015 through June 30, 2016.

BACKGROUND AND POLICY IMPLICATIONS:

This cooperative arrangement for the sharing of the facility and provision of services has worked smoothly over the years and has benefited both the County and the City of Ashland at a modest cost.

COUNCIL GOALS SUPPORTED:

23. *Support innovative programs that protect the community.*

FISCAL IMPLICATIONS:

The cost of this agreement is included in the Police Department's budget.

STAFF RECOMMENDATION AND REQUESTED ACTION:

Staff recommends that the City Council approve funding the Intergovernmental Agreement between Jackson County and the City of Ashland for Sobering Unit services.

SUGGESTED MOTION:

I move to approve the Intergovernmental Agreement between Jackson County and the City of Ashland for Sobering Unit Services.

ATTACHMENTS:

Intergovernmental Agreement between the City of Ashland and Jackson County for sobering unit participation



INTERGOVERNMENTAL AGREEMENT BETWEEN JACKSON COUNTY AND THE CITY OF ASHLAND

THIS IS AN AGREEMENT entered into by the City of Ashland (Ashland) and Jackson County (County). This agreement shall be effective July 1, 2015 and expire June 30, 2016.

A. STATUTORY AUTHORITY

1. In accordance with and pursuant to the provisions of ORS Chapter 190, entitled INTERGOVERNMENTAL COOPERATION, the County is authorized to enter into a written agreement with any other unit of local government for the performance of any or all functions or activities that a party to the agreement has authority to perform. By acceptance of this agreement Ashland certifies that it meets the above criteria for eligibility for such cooperation with the County.
2. As a result of this Agreement and pursuant to ORS 190.030, any unit of local government, consolidated department, intergovernmental entity or administrative officers designated herein to perform specified functions or activities is vested with all powers, rights and duties relating to those functions and activities that are vested by law in each separate party to the Agreement, its officers and agencies.

B. BACKGROUND

County funds a sobering unit at 338 N. Front Street, Medford, Oregon. Ashland has requested to use said sobering unit services. County is willing to offer use of the services on the terms set forth herein.

COOPERATION AND SERVICES TO BE PERFORMED

1. County will continue to either operate or subcontract for the operations of the sobering unit at the site indicated twenty four hours a day, seven days a week for the period July 1, 2015 through June 30, 2016.
2. Ashland shall pay County \$5,300 total for the period July 1, 2015 - June 30, 2016 to use County's sobering unit services. Payment is a lump sum amount; it is not a per capita rate. Payment in full shall be due no later than September 30, 2015. Upon Ashland's request, County shall submit an invoice to tender payment in the amount requested.
3. Ashland, through its' police department, shall transport individuals in its custody to the sobering unit site. County will hold such individuals and release them according to standard protocol.
4. Ashland shall comply with all applicable confidentiality laws, including but not limited to ORS 179.505, Health Insurance Portability and Accounting Act and 42 USC 290dd-2.

5. INDEMNIFICATION

Ashland shall indemnify, hold harmless and defend County, and pay for, any claims relating to the negligent acts or omissions of its employees, agents, or officers related to taking into custody and transporting individuals to the County sobering unit.

6. APPROPRIATIONS FOR FUNDING

Notwithstanding any other provision of the Agreement to the contrary, in the event insufficient funds are appropriated for performing this Agreement, and the County has no other lawfully available funds, County may terminate this Agreement at the end of its current fiscal year, with no

further liability or penalty to Ashland. County shall deliver written notice to Ashland of such termination pursuant to the terms set forth in section 7.

7. TERMINATION

7.1. Mutual Consent. This Agreement may be terminated at any time by mutual consent of both parties.

7.2. For Cause. County may terminate or modify this Agreement in whole or in part, effective upon delivery of written notice to Ashland or at such later date as may be established by County if County funding from federal, state, or other sources is not obtained or continued at current levels of services.

7.3. For Default of Breach. Either County or Ashland may terminate this contract in the event of a breach of the Agreement by the other. Prior to such termination the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within 15 days of the date of the notice, or within such other period as the party giving the notice may authorize or require, then the contract may be terminated at any time thereafter by a written notice of termination by the party giving notice.

8. CONSTRUCTION MODIFICATION

This Agreement may not be amended, changed or modified in any way, except by written agreement signed by all parties. This Agreement constitutes the entire agreement between the parties and supersedes any and all prior oral or written express and/or implied statements, negotiations or agreements between parties, except as otherwise noted herein. This Agreement shall become effective only upon the signature of all parties.

Each party, by signature below of its' authorized representative, hereby acknowledges that it has read this agreement, understands it and agrees to be bound by it. Each person signing this agreement represents and warrants she or he has the authority to execute it.

CITY OF ASHLAND

JACKSON COUNTY

BY: _____

BY: _____

Title: _____

Title: _____

Date: _____

Date: _____