

# Council Business Meeting

July 7, 2020

<b>Agenda Item</b>	Approval of a Memorandum of Understanding with Addictions Recovery Center	
<b>From</b>	Tighe O'Meara	Police Chief
<b>Contact</b>	<a href="mailto:Tighe.omeara@ashland.or.us">Tighe.omeara@ashland.or.us</a> ; (541) 552-2142	

## **SUMMARY**

Staff is seeking approval of a memorandum of understanding (MOU) between the Ashland Police Department (APD) and Addiction Recovery Center (ARC) to provide sobering services.

## **POLICIES, PLANS & GOALS SUPPORTED**

- A. Prioritize the “Essential Services”, set forth below, including the associated infrastructure:
- i. Police

## **PREVIOUS COUNCIL ACTION**

This relationship is long standing and represents the best option for caring for community members in need of sobering services.

## **BACKGROUND AND ADDITIONAL INFORMATION**

For several years the APD has contracted with ARC to provide sobering services for members of the Ashland community. Sobering services refer to providing a safe, non-criminal facility at which a person can overcome the effects of intoxication. Oregon Revised Statutes 430.399 provide police officers with the authority to take someone into protective custody and lodge them at such a facility if they are found to be too intoxicated to care for themselves. ARC has long provided APD with such services.

## **FISCAL IMPACTS**

Having this service available for members of the community will cost \$33,000 for FY 2020-2021. This has been budgeted for in the Police Department’s budget.

## **STAFF RECOMMENDATION**

Staff recommends that Council approve this MOU.

## **ACTIONS, OPTIONS & POTENTIAL MOTIONS**

I move that Council approve of the memorandum of understanding between the City and Addictions Recovery Center.

## **REFERENCES & ATTACHMENTS**

Attachment 1: MOU between the City and ARC

**AGREEMENT BETWEEN  
ADDICTIONS RECOVER CENTER AND THE CITY OF ASHLAND**

This is an agreement entered into by the City of Ashland (Ashland) and Addictions Recovery Center, Inc (ARC). This agreement shall be effective July 1, 2020 and expire June 30, 2021.

**A. STATUTORY AUTHORITY**

1. In accordance with and pursuant to the provisions of Oregon Revised Statutes, Addictions Recovery Center (ARC) is authorized to enter into a written agreement with any unit of local government for the performance of functions described under Oregon Revised Statutes related to operating a sobering unit.
2. As a result of this agreement, 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.
3. ARC maintains a registered sobering center under contract with Jackson County, as defined under ORS 430.262, and is eligible to receive persons taken into protective custody by members of the Ashland Police Department (APD) pursuant to ORS 430.399

**B. BACKGROUND**

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

**C. COOPERATION AND SERVICES TO BE PERFORMED**

1. ARC will operate the sobering unit at the site indicated twenty-four hours a day, seven days a week for the period July 1, 2020 through June 30, 2021.
2. Ashland shall pay ARC \$33,000 total for the period July 1, 2020 - June 30, 2021 to use ARC'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, 2020. Upon Ashland's request, ARC 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. ARC will hold such individuals and release them according to standard protocol.

4. Subject to ORS 192.411 to ORS 192.505, Inspection of Public Records, 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. ARC shall provide APD with a quarterly report detailing APD's use of the facility as it relates to overall usage of the facility.

#### **D. GENERAL TERMS**

1. **INDEPENDENT CONTRACTOR STATUS:** ARC is an independent contractor and not an employee of Ashland. ARC shall have the complete responsibility for the performance of its part of this contract. ARC shall provide workers' compensation coverage as required in ORS Ch 656 for all persons employed to perform work pursuant to this contract. ARC is a subject employer that will comply with ORS 656.017.

2. **INDEMNIFICATION.** Both ARC and Ashland, in accordance with and as limited by ORS 30.260 to 30.300 (Oregon Tort Claims Act) and the Oregon Constitution Section XI(9) as applied to the City of Ashland, agree to indemnify, defend and hold harmless the other and its officers, agents and employees against all liability, loss and costs arising from actions, suits, claims or demands attributable in whole or in part to negligent, misconduct, or unlawful acts or omissions of the wrongful party in performance of this Contract. If the loss or claim is caused by the joint concurrent negligence or other fault of ARC and Ashland, the loss or claim shall be borne by each in proportion to the degree of negligence or other fault attributable to each. ARC's and Ashland's obligations under this paragraph shall survive the termination of this contract.

3. **TRANSFER OF RESPONSIBILITIES.** ARC shall not assign this contract or subcontract any portion of the work without the written consent of Ashland. Any attempted assignment or subcontract without written consent of Ashland shall be void. ARC shall be fully responsible for the acts or omissions of any assigns or Subcontractors and of all persons employed by them, and the approval by Ashland of any assignment or subcontract shall not create any contractual relation between the assignee or subcontractor and Ashland.

#### **4. TERMINATION**

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

4.2 Jackson County. This agreement is contingent on the contract between ARC and Jackson County to operate the sobering facility be in full effect for the period of July 1, 2020 through June 30, 2021. Should this contract be terminated for any reason, this agreement will be terminated.

4.3 For Cause. ARC 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 ARC if ARC funding from federal, state, or other sources is not obtained or continued at current levels of services.

4.4. For Default of Breach. Either ARC 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.

5. Statutory Requirements: ORS 279B.220, 279B.225, 279B.230, 279B.235, ORS Chapter 244 and ORS 670.600 are made part of this contract.

6. 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 memoranda of understanding between parties, except as otherwise noted herein. This agreement shall become effective only upon the signature of all parties.

Each person signing this agreement represents and warrants she or he has the authority to execute it.

CITY OF ASHLAND

ARC

BY: \_\_\_\_\_

BY: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

Approved as to form:

\_\_\_\_\_  
Ashland City Attorney

\_\_\_\_\_  
ARC Counsel