

APPLICATION FOR

1. TYPE OF SUBMISSION Application Non-Construction		2. DATE SUBMITTED 07/20/2011	APPLICATION IDENTIFIER
		3. DATE RECEIVED BY STATE	STATE APPLICATION IDENTIFIER
		4. DATE RECEIVED BY FEDERAL AGENCY	FEDERAL IDENTIFIER
5. APPLICANT INFORMATION			
Legal Name City of Medford		Organizational Unit Police Department	
Address (city, state, and zip code) 411 W. 8th Street Medford, Oregon 97501-3188		Name and telephone number of the person to be contacted on matters involving this application Scott Clauson (541) 774-2209	
6. EMPLOYER IDENTIFICATION NUMBER (EIN) 93-6002208		7. TYPE OF APPLICANT Municipal	
8. TYPE OF APPLICATION New		9. NAME OF FEDERAL AGENCY Bureau of Justice Assistance	
10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE Number: 16.738 CFDA Title: EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM		11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT Automated License Plate Reader Project	
12. AREAS AFFECTED BY PROJECT City of Medford and Jackson County Oregon			
13. PROPOSED PROJECT		14. CONGRESSIONAL DISTRICT(S) OF	
Start Date: 08/01/2011	Ending Date: 08/01/2012	a. Applicant OR02	b. Project OR02
15. ESTIMATED FUNDING		16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?	
a. Federal	\$69,251	Program is not covered by E.O. 12372	
b. Applicant	\$0		
c. State	\$0		
d. Local	\$0		
e. Other	\$0		
f. Program Income	\$0	17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?	
g. Total	\$69,251	N	
18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT, THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS REQUIRED.			
a. Typed Name of Authorized Representative John Hoke		b. Title Executive Director	c. Telephone number (541) 774-2200
d. Signature of Authorized Representative		e. Date Signed	

Previous Editions Not Usable

Standard Form 424 (Rev 4-88)
Prescribed by OMB Circular A-102

ABSTRACT

Edward Byrne Memorial Justice Assistance Grant (JAG) Program

APPLICANT'S NAME: Lieutenant Scott Clauson Medford Police Dept. Medford, OR

TITLE: Automated License Plate Reader Program

GOALS: The proposed purchase of the automated license plate reader system by the Medford Police Department and the Jackson County Sheriff's Office will further enhance our ability to share information with each other. From the central database, ALPR systems from both departments will search for information simultaneously, thus locating vehicles and individuals wanted by both departments. This will allow individuals and vehicles wanted by the sheriff's department to be more easily located in the city limits of Medford by the Medford Police Department and individuals and vehicles wanted by the Medford Police Department more easily located by the Sheriff's Department in unincorporated areas of Jackson County.

STRATEGY: With its \$43,596 allocation of the grant money, the Medford Police Department will purchase two mobile ALPR units that will be mounted on patrol vehicles. The Medford Police Department will continue to operate and manage the central database where information from both departments will be entered. In addition, the Medford Police Department will be purchasing additional software licenses and extended maintenance coverage for the database server. With its \$25,655 allocation of the grant money, the Jackson County Sheriff's Department will purchase two mobile ALPR units that will be mounted on two patrol vehicles.

IDENTIFIERS:

- 1) Automated License Plate Reader Technology
- 2) Information / Data Exchange Between County and City Law Enforcement
- 3) Gathering of Intelligence to Solve Crime and Enhance the Safety of Our Community.

PROGRAM NARRATIVE

AUTOMATED LICENSE PLATE READER PROGRAM

Jackson County, Oregon is the sixth largest county in the State of Oregon, covering 2,802 square miles with a population of 205,000 residents. Of this area, 2,759 miles are in unincorporated areas and under the jurisdiction of the Jackson County Sheriff's Office (JCSO). There are 10 incorporated cities including the county seat of Medford with a population of approximately 80,000 residents. The City of Medford is the hub of the Southern Oregon and Northern California region for county and state services and is the business and population center for this region with the vast amount of population for the county centralized within the city limits. The City of Medford and the smaller cities within Jackson County have been greatly affected by the downturn in the national economy. Their governmental operating budgets have undergone major cuts, and their small, local law enforcement agencies are understaffed. This underscores the need for the Jackson County Sheriff's Office, Medford Police Department (MPD) and surrounding smaller jurisdictions to work together and efficiently use resources together whenever necessary.

The Medford Police Department will be the administrator for the grant monies, which will be used to fund the acquisition and implementation of Automated License Plate Reader (ALPR) systems by both departments. The Medford Police Department and the Jackson County Sheriff's Department will then work jointly by sharing information that will be used by both department's systems in an effort to locate stolen vehicles, criminal suspects, missing person's and vehicles associated with various other cases.

The proposed purchase of automated license plate reader systems by both departments will further enhance our ability to share information with each other. The Medford Police Department will continue to operate and manage the central database where information from both departments will be entered. From the central database, ALPR systems from both departments will search for information simultaneously, thus locating vehicles and individuals wanted by both departments. This will allow individuals and vehicles wanted by the sheriff's department to be more easily located in the city limits of Medford by the Medford Police Department and individuals and vehicles wanted by the Medford Police Department more easily located by the Sheriff's Department in unincorporated areas of Jackson County.

With its \$43,596 allocation of the grant money, the Medford Police Department will purchase two mobile ALPR units that will be mounted on patrol vehicles. In addition, the Medford Police Department will be purchasing additional software licenses and extended maintenance coverage for the database server. With its \$25,655 allocation of the grant money, the Jackson County Sheriff's Department will purchase two mobile ALPR units that will be mounted on two patrol vehicles.

The combined grant money awarded to the Medford Police Department and the Jackson County Sheriff's Department will be a significant step in the sharing of information by both departments. The sharing of intelligence and information, using such rapid scanning and searching technology as the Automated License Plate Reader and associated database system greatly enhances the ability for law enforcement to quickly locate and apprehend individuals wanted for serious offenses, while also making the most efficient use of available resources. This combined use of resources to share intelligence is the embodiment of two major law enforcement agencies in Southern Oregon working collaboratively for the same goal, to protect the public and increase community livability.

**An IGA that has been reviewed and approved by Jackson County and City of Medford legal counsels is attached. Jackson County Commissioners and Medford City Councilors will both review and approve the IGA separately. It is anticipated that this will take place during either the third week of July 2011 or the second week of August 2011.

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF MEDFORD AND JACKSON COUNTY

2011 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

PARTIES

This agreement, hereafter referred to as "Agreement," is made and entered into by and between Jackson COUNTY, acting by and through its government body, the Board of COUNTY Commissioners, hereinafter referred to as COUNTY, and the City of Medford, acting by and through its governing body, the City Council, hereinafter referred to as CITY, both of Jackson COUNTY, State of Oregon. COUNTY and CITY are hereinafter individually referred to as the "Party" and collectively referred to as the "Parties".

STATUTORY AUTHORITY

1. In accordance with and pursuant to the provisions of ORS Chapter 190, COUNTY is authorized to jointly provide for the performance of a function or activity in cooperation with a unit of local government that includes a city or other governmental authority in Oregon. By acceptance of this Agreement, CITY certifies that it meets the above criteria for eligibility for such cooperation with 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.

RECITALS

WHEREAS, each party, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make the performance or those payments from current revenues legally available to that party: and,

WHEREAS, County and City believe it to be in their best interests to jointly apply for the 2011 Byrne Justice Assistance Grant Program Award (JAG grant); and

WHEREAS, each governing body finds that the execution and performance of this Agreement for the JAG grant is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensated the performing party for the services or functions under this agreement: and,

WHEREAS, the total grant amount of \$69,251, if awarded, will be distributed as per the grant allocation with the CITY receiving \$43,596 and the COUNTY receiving \$25,655.

AGREEMENT

INCORPORATION OF RECITALS

The recitals set forth above are true and correct and are incorporated herein by this reference.
Now, therefore,

THE COUNTY and CITY agree as follows:

COOPERATION AND SERVICES TO BE SHARED

1. COUNTY's Responsibilities:
 - a. The COUNTY will comply with all requirements of the JAG grant.
2. CITY's Responsibilities:
 - a. The CITY will comply with all requirements of the JAG grant.
 - b. The CITY shall be the administrator of the grant funds and will file all required reports in a timely manner.

GENERAL TERMS

1. Duration
 - a. This Agreement shall begin JULY 1, 2011, and shall continue until JUNE 30, 2015, or per the termination section below.
2. Termination:
 - a. Without Cause: This Agreement may be terminated by mutual consent of the parties or by either party upon thirty (30) days notice, in writing, and delivered by certified mail or in person.
 - b. For Cause: EITHER PARTY may terminate this Agreement, in whole or in part, effective upon delivery of written notice to THE OTHER PARTY or at such later date as may be established in the notice, under any of the following conditions:
 - i. If the CITY funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for the performance of the Agreement;

- ii. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the performance is no longer allowable or appropriate or are no longer eligible for the funding proposed for payments authorized by this Agreement.
- c. For Default or Breach: Either COUNTY or CITY may terminate this Agreement 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 fifteen (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 Agreement may be terminated at any time thereafter by a written notice of termination by the party giving notice.

The rights and remedies of the COUNTY provided in this subsection are not exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

d. Obligation/Liability of Parties:

- i. Termination of this Agreement by either party shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

3. Modification, No Assignment, Construction; Effective Date

- a. This Agreement may be amended only by written Amendment and included as part of the Agreement only when properly signed by both Parties.
- b. Neither Party shall assign or otherwise transfer its interest in this Agreement.
- c. This Agreement shall be construed and enforced in accordance with the laws of the State of Oregon.

4. Insurance:

- a. The COUNTY shall, throughout the term of this Agreement, keep in force adequate insurance to guard against liability or other claims resulting from the function or activity performed.
- b. The CITY shall, throughout the term of this Agreement, keep in force adequate insurance to guard against liability or other claims resulting from the function or activity performed.

- c. Each party's insurance shall provide primary coverage responsibility for the function or activity of its own employees or agents, regardless of the physical location of where an incident occurs.
 - d. A party who is self-insured meets the requirements as set forth in 4(a) through 4(c) above.
- 5. Limitations of liability:
 - a. Both parties agree that each party shall not be subject to claim, action or liability arising in any manner whatsoever out of any act or omission, interruption or cessation of services by the other party under this Agreement. Each party shall not be liable or responsible for any direct, indirect, special or consequential damages sustained by the other party to this Agreement, including, but not limited to, delay or interruption of business activities that may result in any manner whatsoever from any act or omission, interruption or cessation of services.
- 6. Indemnification:
 - a. Subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 et seq., and Article XI, Section 10 of the Oregon Constitution, each party to this Agreement shall be solely responsible for its own actions and/or failure to act and shall indemnify and hold the other party harmless from any liability, cost or damage arising there from. The provisions of this paragraph shall survive the expiration or sooner termination of this Agreement.

AVAILABILITY OF FUNDS:

Pursuant to Article XI, Section 10 of the Oregon Constitution and notwithstanding any other provision of the Agreement to the contrary, in the event insufficient funds are appropriated for the payments under this Agreement and the COUNTY has no other lawfully available funds, then the COUNTY may terminate this Agreement at the end of its current fiscal year, with no further liability or penalty to COUNTY.

DELEGATION AND NOTICE:

By signing below, the Parties agree that the following individuals shall be the contact persons for written notices. Any notice required or permitted under this Agreement is deemed received three (3) days after deposited in the United States mail, certified and postage paid, and addressed to the address set forth below or to such other address as may be specified from time to time by either of the parties in writing; or confirmed delivery date by facsimile or overnight mail; or upon the date of personal delivery or service.

City of Medford:

Greg Lemhouse, Lieutenant,
Medford Police Department Lieutenant

411 West 8th Street
Medford, OR 97501
541-774-2223
Fax: 541-618-1729

Jackson County:

Contracia Adams, Fiscal Administrative Manager,
Jackson County Sheriff's Office

787 West 8th Street
Medford, OR 97501
541-774-6828
Fax: 541-774-6774

THIS AGREEMENT AND ATTACHED EXHIBITS, IF ANY, CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES ON THE SUBJECT MATTER HEREOF. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES AND ALL NECESSARY APPROVALS HAVE BEEN OBTAINED. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN.

IN WITNESS WHEREOF, the Parties hereby enter into this Agreement effective on July 1, 2011. 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 its terms and conditions. Each person signing this Agreement represents and warrants he has the authority to execute this Agreement.

JACKSON COUNTY

CITY OF MEDFORD

Danny Jordan, County Administrator

Gary Wheeler, Mayor

DATE: _____

DATE: _____

APPROVED AS TO LEGAL SUFFICIENCY:

APPROVED AS TO LEGAL SUFFICIENCY:

Sr. Assistant County Counsel

City Attorney

PROGRAM BUDGET
AUTOMATED LICENSE PLATE READER PROGRAM

Mobile Automated License Plate Readers (4)	<u>\$51,310</u>	
Subtotal		\$51,310
Software Licenses and 2 year Extended Maintenance Coverage	<u>\$17,941</u>	
Subtotal		\$17,941
Total Projections		<u>\$69,251</u>