

CITY OF COOS BAY CITY COUNCIL
Agenda Staff Report

MEETING DATE	AGENDA ITEM NUMBER
December 4, 2012	

TO: Mayor Shoji and City Councilors

FROM: Gary McCullough, Chief of Police
Through: Rodger Craddock, City Manager *RC*

ISSUE: Acceptance of C.O.P.S. Grant Funds from the Coquille Indian Tribe

BACKGROUND:

In early 2012, the Coos Bay Police Department was approached by Chief Scott Lafevre of the Coquille Tribal Police regarding grant funds that were available to law enforcement agencies who partner with the Coquille Tribal Police. Chief Lafevre stated there would be approximately \$15,000 available, and the grant funds could be used for equipment upgrades in the areas of communications, records, and dispatching. Police Department staff assessed the above listed areas for needed equipment and chose to move forward with an additional dispatch console. This additional dispatch console will be used as a training console as well as allowing for additional expansions of the North Coos 911/CBPD dispatching center.

At this time the available grant funds are only sufficient enough to purchase the furniture section of the console. Additional funds would need to be identified to purchase the communication and dispatching radio equipment.

ADVANTAGES:

An additional dispatch console will allow for individualized training and for building capacity within the center for possible future expansion. There are no matching fund requirements for this grant.

DISADVANTAGES:

None

RECOMMENDATION:

If it pleases the council, please approve the city manager to sign the attached MOA and to accept the \$12,898.00 from the Coquille Indian Tribe to purchase the additional dispatch console furniture.

**Memorandum of Agreement
US DOJ COPS GRANT #2012HEWX0031**

This Memorandum of Agreement (MOA), entered between the Coquille Indian Tribe ("Tribe") and the City of Coos Bay ("City"), collectively, the "Parties," is for the purpose of defining the roles and responsibilities of the Tribe and the City in cooperating under the Department of Justice, Community Oriented Policing Grant ("US DOJ COPS") program. On September 7, 2012, the US DOJ COPS awarded the Tribe \$197,880 under the COPS Tribal Resources Grant Program (TRGP), Grant #2012HEWX0031 (the "Grant"), attached as Exhibit A and incorporated into this MOA as if fully set forth here. The City is a subrecipient of the Grant under this MOA and is responsible to investigate and ensure its compliance with all applicable requirements of the Grant, including but not limited to, all referenced laws, policies, regulations, OMB Circulars and the 2012 COPS Tribal Resources Grant Program Grant Owner's Manual. If any of these incorporated funding requirements conflicts with another provision of this MOA, the provision that creates a greater burden or duty of performance will control. No provision of this MOA will subject the parties to otherwise inapplicable laws.

I. AUTHORITY

In 2012, the Tribe passed resolution CY12104 agreeing to support and accept this Grant. The City enters into this MOU through the authority granted to the City Council under its City Charter.

II. TERM

This MOA will be effective as of September 1, 2012 and terminate on August 31, 2015. This MOA may be renewed, extended or terminated on terms agreeable to the Parties before expiration of the term herein, upon the mutual written consent of the Parties.

III. AMENDMENTS

Any and all amendments to this MOA must be mutually agreed upon in writing signed by the Parties.

IV. STATEMENT OF WORK

The Parties will each perform the following duties:

A. Tribe

1. Lead Agency responsible for all grant administration.
2. Responsible for all reporting to the DOJ COPS Grant Program.
3. Responsible for reimbursing City for allowable expenditures.
4. Responsible for complying with the Grant reporting requirements.

B. City

1. Responsible for complying with any requests for information from the Tribe to complete necessary Grant reporting requirements.

V. BUDGET AND ALLOWABLE COSTS

Total federal funding allocated to the City under this MOA shall not exceed \$12,898 for the purchase of a Synergy 2-3036 Centerlife 90-degree Console to be used by the City. The City shall abide by the procurement process and small purchase procedures outlined in 28 CFR 66.36 and shall base the procurement decision on quotes received from at least two qualified sources. The City shall hold title to the Console, but must use, manage and dispose of the Console in accordance with the Grant and 28 CFR 66.32.

VI. INVOICES AND PAYMENT

The City shall submit invoices for reimbursement of allowable costs under this MOA to the administrative contact for the Tribe (specified in paragraph VII of this MOA) for approval. The Tribe will not make advance payments under this MOA. Invoices may be submitted no more frequently than monthly. Invoices shall specify the time period expenses were incurred and breakout expenditures by approved budget category. The City's invoices must be supported by copies of competitive quotes received and vendor invoices. The Tribe shall pay invoices within fifteen (15) days of approval, provided that the Tribe may withhold payments pending submission and acceptance of any required reports or data that are delinquent or incomplete. The Tribe must receive final invoices for reimbursement under this MOA not later than July 15, 2015.

VII. ADMINISTRATION

The individuals listed below will administer this MOA on behalf of each party. Any question or concerns regarding any aspect of this MOA should be directed to these individuals or their delegate(s).

A. The Coquille Indian Tribe

For Payment and Procurement Questions:

Dee Enerson, Grants Specialist
3050 Tremont
North Bend, OR 97459
Phone: (541) 756-0904
Fax: (541) 756-1320
Email: deeenerson@coquilletribe.org

For Administrative Questions:

Scott LaFevre
3050 Tremont
North Bend, OR 97459
Phone: (541) 888-0189
Fax: (541) 888-2239

B. The City

Rodger Craddock
City Manager
City of Coos Bay
500 Central Avenue
Coos Bay, OR 97420
Phone: (541) 269-8912
Email: rcraddock@coosbay.org

VIII. INDEMNIFICATION

No party shall be responsible for the acts of another party's employees, officers or representatives. Subject to the other provisions of this MOA and to the extent permitted under Article XI sec. 10 of the Oregon Constitution and the Oregon Tort Claims Act [ORS 30.260 *et. seq.*], the parties will indemnify one another for any claim, loss, suit or action resulting from or arising out of the negligent or willful misconduct of their employees.

IX. NOTICE

All notices, requests and other communications hereunder shall be deemed given if delivered personally, by registered or certified mail or by fax transmissions sent to the proper recipients. Notice shall be provided to the person designated in Section VII, Administration.

X. DISPUTE RESOLUTION

The parties will make diligent, good faith efforts to revolve disputes either through informal negotiations or mediation. Mediation will be conducted by a mediator selected mutually by the parties, and mediation costs will be shared equally by all parties to the dispute.

APPROVAL

City of Coos Bay

By: _____
Rodger Craddock, City Manager

Date: _____

Coquille Indian Tribe

By: _____
Brenda S. Meade, Chairperson

Date: _____

LIST OF EXHIBITS

Exhibit A: US DOJ COPS TRGP Grant Agreement #2012HEWX0031