

A RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN AN INTERGOVERNMENTAL AGREEMENT WITH JACKSON COUNTY FOR DISTRIBUTION OF CIVIL FORFEITURE ASSETS IN JACKSON COUNTY CASE NO. 17CV33924

Recitals:

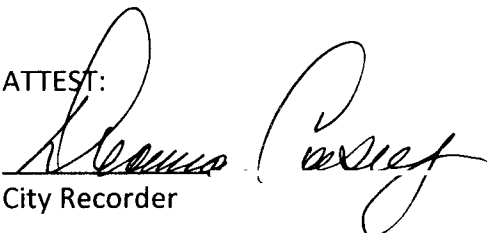
- A. The City, in Jackson County Circuit Court Case No. 17CV33924 acted as a forfeiting agency and retained forfeiture counsel for this civil forfeiture action pursuant to ORS Chapter 131A.
- B. ORS 131A.360(2) requires that if the forfeiting agency is not a county, the forfeiting agency shall enter into an agreement, under ORS chapter 190, with the county in which the property was seized to provide a portion of the forfeiture proceeds to the county.
- C. The City and County wish to enter into the agreement required pursuant to ORS 131A.360(2) to provide for the allocation and provision of the forfeiture proceeds in Jackson County Circuit Court Case No. 17CV33924.
- D. The City is authorized to enter into agreements with units of local government or other governmental bodies for the performance of any or all of its functions or activities that a party to the agreement, its officers, or agents have the authority to perform under ORS 190.110 et. seq..

The City of Central Point resolves as follows:

Section 1. The Intergovernmental Agreement between the City of Central Point and Jackson County for distribution of forfeiture assets in Jackson County Case No. 17CV33924, attached hereto as Exhibit "A" incorporated herein by reference, is hereby adopted by the City Council and approved for signature by the City Manager.

Passed by the Council and signed by me in authentication of its passage this 14th day of December, 2017.


Mayor Hank Williams

ATTEST:

City Recorder

INTERGOVERNMENTAL AGREEMENT
BETWEEN JACKSON COUNTY AND THE CITY OF CENTRAL POINT
For
DISTRIBUTION OF CIVIL FORFEITURE ASSETS

This AGREEMENT is made and entered into by and between Jackson County, Oregon, a political subdivision of the State of Oregon, hereinafter referred to as “County”, and the City of Central Point, Oregon, a municipal corporation, hereinafter referred to as “City”. County and City are collectively referred to as “Parties”.

RECITALS

- A. WHEREAS, the City, in Jackson County Circuit Court Case No. 17CV33924 acted as a forfeiting agency and retained forfeiture counsel for this civil forfeiture action pursuant to ORS Chapter 131A.
- B. WHEREAS, ORS 131A.360(2) requires that if the forfeiting agency is not a county, the forfeiting agency shall enter into an agreement, under ORS chapter 190, with the county in which the property was seized to provide a portion of the forfeiture proceeds to the county.
- C. WHEREAS, Oregon Revised Statutes (ORS) 190.110 et. seq. grants authority to City to enter into agreements with units of local government or other governmental bodies for the performance of any or all of its functions or activities that a party to the agreement, its officers, or agents have the authority to perform.
- D. WHEREAS, Oregon Revised Statutes (ORS) 190.110 et. seq. grants authority to County to enter into agreements with units of local government or other governmental bodies for the performance of any or all of its functions or activities that a party to the agreement, its officers, or agents have the authority to perform.
- E. WHEREAS, the City is a political subdivision of the State of Oregon, organized and existing under the laws and constitution of the State of Oregon.
- F. WHEREAS, the County is a political subdivision of the State of Oregon, organized and existing under the laws and constitution of the State of Oregon.
- G. WHEREAS, the City and County wish to enter into the agreement required pursuant to ORS 131A.360(2) to provide for the allocation and provision of the forfeiture proceeds in Jackson County Circuit Court Case No. 17CV33924.

THEREFORE, it is hereby agreed by the City and County that the provision of forfeiture proceeds by the City to the County in Jackson County Circuit Court Case No. 17CV33924 shall be made pursuant to the terms and conditions of this agreement.

TERMS OF AGREEMENT

- 1. The City shall not be required to provide any portion of the forfeiture proceeds in Jackson County Circuit Court Case No. 17CV33924 to the County.
 - 2. The City shall be solely liable for any and all costs, expenses, and liabilities associated with Jackson County Circuit Court Case No. 17CV33924 and any matter related thereto.
 - 3. Indemnification. The City agrees to defend, indemnify and hold harmless County and its
- PROPOSED INTERGOVERNMENTAL AGREEMENT 1

elected officials, officers, directors, employees, agents, and volunteers from any and all liability, claims, or actions, including but not limited to liabilities, claims or actions brought by third parties or by any elected officials, officers, directors, employees, agents, attorneys or volunteers of City, which arise out of the actions or inactions of the City or its elected officials, officers, directors, employees, agents, attorneys or volunteers in Jackson County Circuit Court Case No. 17CV33924 or any matter related thereto.

4. No Third Party Beneficiary. The provisions of this Agreement are for the sole benefit of the Parties, and shall not be construed as conferring any rights to any Third Party (including any third party beneficiary rights).
5. Severability. If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provisions held to be invalid.
6. Interpretation. The terms and conditions of this Agreement shall be construed in accordance with the general purposes of this Agreement and according to Oregon law.
7. Amendment. The terms of this Agreement may be amended, changed, or modified only upon the written consent and agreement of both Parties.
8. Entire Agreement. This Agreement constitutes the entire Agreement between the Parties on the subject matter thereof.

EACH PARTY, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT HE/SHE HAS READ THIS AGREEMENT, UNDERSTANDS IT, AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS, AND HAS THE AUTHORITY TO SIGN AND BIND IT'S AGENCY.

City of Central Point

Jackson County

By:

By:

Date:

Date: