City of Brookings

MEETING AGENDA

JOINT CITY/COUNTY WORKSHOP

Wednesday, September 10, 2025, 5:30 pm

Emergency Operations Center, 888 Elk Drive, Brookings, OR 97415

A. Call to Order

B. Roll Call

C. Topics

1. Curry County Community Resource Officer (CRO) Intergovernmental Agreement (IGA)
    a. Proposed Curry County and City of Brookings IGA for CRO

D. Council Member Requests for Workshop Topics

E. Adjournment

*Public Comment forms and the agenda packet are available on-line at www.brookings.or.us, and at Brookings City Hall. Return completed Public Comment forms to the City Recorder before the start of the meeting or during regular business hours. All public meetings are held in accessible locations. Auxiliary aids will be provided upon request with at least 72 hours advance notification. Please contact 541-469-1102 if you have any questions regarding this notice. You can view City Council meetings LIVE on television on Charter PEG Channel 181, or stream/view on the City's YouTube Channel: https://www.youtube.com/@cityofbrookingsoregon8039 clicking on "Live" or search 'City of Brookings Oregon YouTube' in your browser.

INTERGOVERNMENTAL AGREEMENT

BETWEEN

CURRY COUNTY AND THE CITY OF BROOKINGS

FOR

COMMUNITY RESOURCE OFFICER SERVICES

This Intergovernmental Agreement ("IGA") is entered into between CURRY COUNTY ("County") and the CITY OF BROOKINGS ("City"), and is effective as of the ____ day of _____, 2025.

RECITALS

1. The County and the City have the authority to enter into this IGA pursuant to the provisions of ORS Chapter 190.

2. The County currently has available funding resulting from the nationwide opiate settlement that can be used to facilitate Community Resource Officer hereinafter referred to as ("CRO") or "Program", but efforts to assign personnel to these programs have been unsuccessful.

3. The City currently has the ability to assign personnel to the CRO program to provide mission specific focus to areas of Harbor, Oregon.

4. The opioid epidemic impacts the people of Curry County and its cities, and it is the goal of both parties to mitigate the effects of opiate abuse through awareness and prevention measures.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. INCORPORATION AND PURPOSE.

The above recitals are incorporated herein by reference. The purpose of this IGA is to set forth in writing the responsibilities of the City and County as to Community Resource Officer services.

1.1 Community Resource Officer.

The purpose of the CRO is to offer community outreach services that will enhance the accessibility of available resources including prevention and intervention measures for individuals suffering from the results of opiate and other substance abuse, to spread awareness of its effects to the general public, and at the request of law enforcement, to respond to calls for service in situations where the officer on duty sees a need for assistance related to opiate abuse.

2. CITY RESPONSIBILITIES.

2.1 Assignment of Officer.

The City, by and through the Brookings Police Department, shall assign one officer to serve the purposes of this IGA ("Program Officer"). The Program Officer shall:

(a) Be a half-time permanent certified police officer in good standing with the Brookings Police Department and State of Oregon, and

(b) Maintain the certifications and requirements necessary for employment as a police officer with the Brookings Police Department and State of Oregon.

2.2 Duties of Officer.

The Program Officer shall serve as CRO. The designation of specific Program Officer details and duties are subject to the authority of the City Police Chief, but in general the Program Officer will perform CRO duties at all times when they are not specifically requested to perform City Police Officer duties. All supervision and control of the Program Officer is responsibility of the City. County will not have any supervisory authority for the Program Officer. At all times under this IGA, responsibility for the conduct of the Program Officer remains with the City; the Program Officer is employed by the City, and in no event shall the Program Officer be considered an employee of the County.

2.2.1 CRO Duties.

The CRO will work to assess problems experienced by the unhoused population and identify ways in which assistance and resources can be provided. Additionally, working with law enforcement agencies, the CRO will establish a process to assist Patrol to refer affected individuals to the CRO program for assistance and support.

Specific CRO duties include but are not limited to:

(a) Create and maintain community rapport with all individuals, respond to questions from the public regarding the Program, and participate in opioid and substance use disorder training, intervention, and rehabilitation referrals and placement applications to support affected individuals.

(b) Act as a liaison between local health and other community programs and the public to enhance awareness of available resources for those in need, maintain a close working relationship with representatives of local agencies such as ADAPT, ODHS, VA, Social Security Administration, ORCCA, etc.

(c) Assist law enforcement with response to mental health and substance emergencies as requested, act as a resource to patrol officers when they encounter individuals who need resources.

(d) Seek out and engage with individuals in need and attempt to connect them with appropriate resources including housing, mental health programs, opiate and other substance abuse prevention or recovery tools, suicide prevention materials, veterans' assistance, and meals.

(e) Schedule regular outreach and education events to provide information to

the public regarding the Program.

2.2.2 General Program Officer Duties.

(a) Document and maintain logs and complete records of all investigations, outreach tasks, contacts, and correspondence.

(b) Maintain appropriate confidentiality for all information learned throughout the course and scope of duties.

(c) Perform any and all other duties that will promote the purpose of the CRO program.

2.3 Performance of City Police Duties.

At the discretion of the City Police Chief, the Program Officer may be temporarily re-assigned to perform City law enforcement duties, however, the City shall keep an accounting of the time spent performing regular duties and shall provide such to the County upon request. Nothing in this IGA shall limit the frequency at which the Program Officer is assigned to normal City Police Officer duties.

2.4 Program Officer Compensation, Access, and Materials.

The City shall provide the Program Officer with all salary, benefits, materials, training, facilities, access to office space, and any other assurances normally associated with employment as a City Police Officer. This includes but is not limited to:

(a) Salary, benefits, fringe, workers' compensation insurance, and other forms of paid leave associated with employment as a City Police Officer.

(b) Uniforms, radio devices, and other standard law enforcement equipment.

(c) Vehicle, insurance and any accessories or equipment needed to perform the duties of the Program Officer.

(d) Technological devices and software used to perform the duties of a City Police Officer and Program Officer.

(e) Training, education, and other materials required to maintain certifications earned by the Program Officer.

3. FUNDING.

Opioid settlement payments are the intended source of the funding allocated by the County to fund the services provided under this IGA. Nothing in this IGA shall prevent the County from using alternative funding should it become available. The funding contributed by the County shall additionally be dependent upon the amount of funding needed to support the program in its entirety.

3.1 Payment for 2025-2026 Fiscal Year

Upon execution of this IGA or on another date as mutually agreed to by both parties in writing, the County shall pay to the City the sum of Forty Nine Thousand Nine Hundred Sixty Two Dollars and Forty Cents ($49,962.40). This is the annual cost of the Program Officer at Fifty Nine Thousand Nine Hundred Fifty Four Dollars and Eighty Eight Cents ($59,954.88) for the 2025-2026 fiscal year, pro-rated for an execution date of September 1, 2025.

3.2 Subsequent Payments – Second and Following Years.

The County and City shall coordinate regarding the funding requirements of the program prior to the adoption of a fiscal year budget. All changes to funding amounts shall be made in the form of written amendments to this Agreement.

4. TERM.

This Agreement shall commence on the Effective Date, and unless terminated pursuant to Section 5, shall continue in full force and effect for three (3) years, with a term ending June 30, 2028.

5. TERMINATION.

Any and all funds paid by the County for the fiscal year in which a termination notice is given shall be prorated to the last day of service provided, and all unused funds shall be returned to the County.

5.1 Termination by Mutual Agreement or Breach.

Either party may terminate this IGA upon one hundred and eighty (180) days' written notice to the other party if there is a material breach of any provision herein, if not cured by the breaching party within thirty (30) days of written notice of breach delivered to the breaching party.

5.2 Termination by County.

Should the County terminate this IGA without the mutual agreement of the City, the notice of termination must be sent by the County to the City on or before January 31st, with such termination becoming effective on June 30th of the same year.

5.3 Termination by City.

Should the City terminate this IGA without the mutual agreement of the County, such termination shall be effective ninety (90) days from the date notice was provided to the County.

6. APPROPRIATIONS.

The obligations of each party under this IGA are contingent upon adequate funds for that purpose being available, budgeted, appropriated, and otherwise made available.

7. GOVERNING LAW.

This IGA shall be governed by and construed in accordance with the laws of the State of Oregon.

8. NO THIRD-PARTY BENEFICIARIES.

This IGA shall not confer any rights or remedies upon any person other than the parties and their respective successors and permitted assigns.

9. ENTIRE AGREEMENT AND MODIFICATION.

This IGA sets forth the entire understanding of the parties concerning the subject matter hereof and incorporates all prior negotiations and understandings. There are no covenants, promises, agreements, conditions or understandings, either oral or written, between the parties relating to the subject matter of this Agreement other than those set forth herein. No alteration, amendment, change or addition to this Agreement shall be binding upon any party unless in writing and signed by the party to be charged.

10. RELATIONSHIP OF THE PARTIES.

Neither party to this IGA has any authority or power to take any unilateral action that could legally bind the other party.

11. IDEMNIFICATION

a. Subject to the provisions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, Curry County shall defend, indemnify and hold harmless the City of Brookings, and each of the City's elected officials, officers, employees and agents, from and against any and all claims, suits, actions or expenses of any kind or nature resulting from or arising out of any intentional or negligent act, error or omission of any officer, employee or agent of Curry County.

b. Subject to the provisions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, the City of Brookings shall defend, indemnify and hold harmless Curry County, and each of Curry County's elected officials, officers, employees and agents, from and against any and all claims, suits, actions or expenses of any kind or nature resulting from or arising out of any intentional or negligent act, error or omission of any officer, employee or agent of the City or BPD arising out of or related to the performance of duties by BPD CRO under this MOU.

12. CHOICE OF LAW AND FORUM

This agreement shall be governed by and interpreted under the laws of the State of Oregon. Any litigation under this agreement shall be resolved in the trial court of Curry County, State of Oregon.

13. INSURANCE

Each party agrees to maintain insurance levels, or self-insurance in accordance with ORS 30.282, for the duration of this agreement at levels necessary to protect against public body liability as specified in ORS 30.260, *et. seq*

IN WITNESS WHEREOF, the parties hereto have executed this Intergovernmental Agreement as of the Effective Date.

CITY OF BROOKINGS

_____

Tim Rundel
City Manager
City of Brookings
898 Elk Drive
Brookings, OR 97415
(541) 469-1102

CURRY COUNTY

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Michael E. "Ted" Fitzgerald
Director of County Operations
Curry County
94235 Moore Street, Suite 123
Gold Beach, OR 97444
(541) 247-3218