

**CITY OF SPRINGFIELD**  
**INTERGOVERNMENTAL AGREEMENT**  
**Contract # 2822**

**BETWEEN:** The City of Springfield (City), a Municipal Corporation of the state of Oregon

**AND:** The City of Coburg (Coburg), a Municipal Corporation of the state of Oregon

**EFFECTIVE DATE:** August 1, 2021

**City Account Number(s) To Be Utilized (Include Percentages):**

Account Number	Percentage
Revenue: 236- - 1175 – 443101	100%

**RECITALS**

- A. ORS 190.010 provides that units of local government may enter into agreements for the performance of any and all functions and activities that any party to the agreement, its officers, or agents have the authority to perform.
- B. Provision of services for the remuneration specified in this contract will mutually benefit the parties to it.
- C. City and Agency desire to enter into a contract where in Agency will provide the services described in this contract on the terms and conditions set forth herein and in Exhibit A (attached hereto and incorporated herein by reference).

**AGREEMENT**

- 1. **Services to be Provided.** Springfield agrees to provide inmate housing services to the City of Coburg as described in Exhibit A.
- 2. **Invoice.**
  - 2.1 Springfield will provide Coburg with a monthly invoice for services described on Exhibit A on or before the 10<sup>th</sup> of the month.
  - 2.2 Coburg will pay Springfield invoice based on the compensation schedule described on the attached Exhibit B. Coburg will pay invoice in accordance with net 30 day terms.
    - (a) Checks to be sent to: City of Springfield – Accounts Receivable,  
225 5<sup>th</sup> Street,  
Springfield, OR 97477The check should reference this contract #2822.
- 3. **Contract Duration.** This agreement shall be in effect from effective date shown above to June 30, 2023 or until earlier terminated.
- 4. **Termination.** Notwithstanding any other provision hereof to the contrary, this Agreement may be terminated as follows:

- 4.1 The parties mutual written consent, may terminate this agreement at any time.
- 4.2 Either party may terminate this agreement in the event of a breach of the agreement by the other party and a reasonable opportunity to cure the breach.
- 4.3 Either party may terminate this agreement at any time or for any reason, upon not less than ninety days' notice in advance of the termination date.

**5. Contract Administration.** Each party designates the following as its representative for purposes of administering this contract. Either party may change its designated representative by giving written notice to the other as provided in paragraph 14.

**Agency:** Coburg Municipal Court  
**Name:** Mandy Balcom  
**PH:** 541.682.7859  
**Email:** Mandy.balcom@ci.coburg.or.us

**City:** Springfield Police Department, Springfield Municipal Jail  
**Name:** Lieutenant Matthew Neiwert  
**PH:** 541.726.3691  
**Email:** mneiwert@springfield-or.gov

- 6. Records/Inspection.** City and Agency shall each maintain records of its costs and expenses under this contract for a period of not less than three full fiscal years following Agency's completion of this contract. Upon reasonable advance notice, either party or its authorized representatives may from time to time inspect, audit, and make copies of the other party's records.
- 7. Indemnification.** To the extent allowed by the Oregon Constitution and the Oregon Revised Statutes, each of the parties hereto agrees to defend, indemnify, and save the other harmless from any claims, liability or damages including attorney fees arising out of any error, omission or act of negligence on the part of the indemnifying party, its officers, agents, or employees in the performance of this agreement.
- 8. Status.** In providing the services specified in this agreement (and any associated services) both parties are public bodies and maintain their public body status as specified in ORS 30.260. Both parties understand and acknowledge that each retains all immunities and privileges granted them by the Oregon Tort Claims Act (ORS 30.260 through 30.300) and any and all other statutory rights granted as a result of their status as local public bodies.
- 9. Workers Compensation Insurance.** Agency is a subject employer that will comply with ORS 656.017.
- 10. Assignment.** Neither party shall assign this contract in whole or in part, or any right or obligation hereunder, without the other party's written approval.
- 11. Compliance With Laws.** Agency shall comply with all applicable federal, state, and local laws, rules, ordinances, and regulations at all times and in the performance of the work.
- 12. Americans With Disabilities Act Compliance.** Agency will comply with all applicable provisions of the Americans with Disabilities Act of 1990, 42 USC Section 12101 et seq. and Section 504 of the Rehabilitation Act of 1973.
- 13. Notices.** Any notices permitted or required by this contract shall be deemed given when personally delivered or upon deposit in the United State mail, postage fully prepaid, certified, return receipt requested,, addressed to the representative designated in paragraph 5. Either party may change its address by notice given to the other in accordance with this paragraph.
- 14. Integration.** This contract embodies the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein. This contact shall supersede all prior

communications, representations or agreements, either oral or written, between the parties. This contract shall not be amended except in writing, signed by both parties.

**15. Choice of Law, Forum, Construction of Agreement.** This Agreement shall be governed and construed in accordance with the laws of the State of Oregon, apart from choice of law provisions. The parties agree that the Circuit Court for the County of Lane, State of Oregon, or the Federal District Court of the State of Oregon (Eugene) is the sole and proper forum for resolving any disputes involving this Agreement, any breach of this Agreement, or relating to its subject matter. The Parties agree to submit themselves to the jurisdiction of such courts without challenge to the jurisdiction of these courts. This Agreement shall not be construed more favorably to CITY due to the preparation of this Agreement by CITY. The headings and subheadings in this Agreement are for convenience, do not form a part of this Agreement, and shall not be used in construing this Agreement.

**16. Signatures.**

**CITY OF SPRINGFIELD:**

**AGENCY:**

**By:** \_\_\_\_\_  
(signature)

**By:** \_\_\_\_\_  
(signature)

**Name:** \_\_\_\_\_

**Name:** \_\_\_\_\_

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

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

**C2822, EXHIBIT A**  
**INMATE HOUSING SERVICES**

**1. Consideration.**

- 1.1 **Amount.** The consideration which Coburg shall pay to Springfield for both the work performed by Springfield and the expenses incurred by Springfield performing the work, shall be based on the compensation scheduled described in attached Exhibit B.
- 1.2 **Frequency and Documentation.** Springfield shall provide Coburg with a monthly invoice for services. Springfield shall make best efforts to deliver invoice on or before the 10<sup>th</sup> of each month. Coburg shall make payment for services within 30 days of receipt of invoice. If Springfield is entitled to reimbursement for any expenses, they will be properly documented and submitted in accordance with Coburg requirements.

**2. Services to be Provided.** Springfield agrees to provide Coburg with the following services ("the work")

The purpose of this agreement is for Springfield to provide space for the confinement of Coburg Inmates in its municipal jail. Springfield will provide qualified personnel, facilities, materials, equipment, supplies and other services necessary to perform the services. The costs which are to be paid for these services and the obligations of each party is set forth in the body of the agreement.

- 2.1. **Definition of Coburg Inmate.** Coburg Inmate is defined as any person ordered by a Coburg Municipal Court judge to be held sentenced on a violation of a provision of the Coburg Code, 1971 ("Municipal Code") or Oregon Revised Statue, within the jurisdiction of the Coburg Municipal Court. A person with both Coburg charges and Springfield charges will not be considered a Coburg inmate.
- 2.2 **Definition of Jail Bed.** For the purposes of financial reconciliation, the number of in-use jail beds will be calculated by Springfield once per day by determining the number of Inmates held exclusively on Coburg charges.
- 2.3 **Number of Beds.**
  - 2.3.1 Springfield will provide Coburg inmates up to two jail beds per day in the Springfield Municipal Jail.
  - 2.3.2 Use of beds by female Coburg Inmates requires prior approval by Springfield Municipal Jail management.
  - 2.3.3 Use of segregation beds by Coburg inmates will be limited based on the availability of segregation cells in the Springfield Municipal Jail and requires prior approval by Springfield Municipal Jail management.

- 2.3.4 Coburg inmates attempting to be housed at the Springfield Municipal Jail may be declined and referred to the Coburg Municipal Court for further instruction in the following circumstances:
- A. Coburg inmates occupy two beds within the Springfield Municipal Jail,
  - B. The Springfield Municipal Jail total population is 75 or more,
  - C. No segregation cells are available for an individual who requires one,
- 2.3.5 In the event the Springfield Municipal Jail population reaches 75, the Springfield Municipal Jail may elect to release inmates based on facility capacity considerations. In the event a Coburg inmate is released due to capacity limitations, Springfield staff shall issue the Coburg inmate a notice of a court date and time to appear back in Coburg Municipal Court for resentencing prior to being released from custody.
- 2.3.6 The Springfield Municipal Jail Lieutenant or Chief of Police can authorize exceptions to the number of beds requirement.
- 2.4 **Time Served and Release.** Springfield agrees to determine credit for time served for each sentenced Coburg inmate. Coburg will provide credit time served at the Lane County Adult Corrections (LCAC) facility for each sentenced Coburg inmate. Coburg will document credit time served at LCAC on Coburg Municipal Court commitment orders.
- Springfield will be solely responsible for establishing release dates and facilitating the timely release of the Coburg inmates.
- 2.5 **Fingerprinting.** Springfield Municipal Jail will fingerprint Coburg inmates for probable cause charges, on Coburg's behalf, unless Coburg Inmate behavior prevents fingerprinting to be performed in a safe and complete manner.
- Coburg is responsible for ensuring all Coburg inmates with charges other than probable cause charges are fingerprinted. Coburg will make best efforts to fingerprint for sentenced charges prior to lodging the inmate at Springfield Municipal Jail.
- 2.6 **Transports.** Transport of Coburg Inmates is the responsibility of the City of Coburg. The Springfield Municipal Jail Lieutenant or Chief of Police can authorize exceptions to facilitating transport of Coburg Inmates.
- 2.8 **Communication of Court dates.** Coburg shall make best efforts to notify Springfield of upcoming inmate court dates as early as possible, however notification of an inmate court date must be made a minimum

of 24 hours in advance.

- 2.9 In Facility Medical Care.** Coburg will be responsible for the cost of all in facility emergency or non-emergency medical care of their inmates that is beyond the standard inmate population.

**2.10 Out of Facility Medical care and Treatment.**

- 2.10.1 In the event that out-of-facility medical care or treatment for a Coburg inmate becomes necessary, Coburg authorizes Springfield Municipal Jail to release the Coburg inmate from custody before medical costs are incurred.
- 2.10.2 In the event the Coburg inmate causes injury to themselves, or receives an injury or illness while in jail custody that requires outside medical care or treatment, the Springfield Municipal Jail will release the Coburg inmate from custody, but shall issue the Coburg inmate a notice of a court date and time to appear back in Coburg Municipal Court for resentencing prior to being released from custody.
- 2.10.3 Within 24 hours of release, Springfield Municipal Jail shall provide electronic or written notification to the Coburg Municipal Court documenting the inmates name, docket number, date and time of release, and the medical reason for the release. Transportation related to non-emergent out-of-facility medical care or treatment will be the financial responsibility of the released Coburg inmate.
- 3. Refusal of Inmates.** Springfield Municipal Jail reserves the right to refuse housing of Coburg Inmates.
- 3.1 Using the same screening protocol for Springfield's inmates' Coburg's inmates' may be refused. The refusal protocol includes: the need for inmate medical clearance or medical treatment that is beyond the standard inmate population, high cost prescription medication, or frequent out-of-facility medical appointments. .
- 3.1.1 Springfield Municipal Jail and contracted medical staff have identified conditions requiring medical approval by non-jail medical staff prior to admittance and medical conditions that cannot be accepted due to the level of required care.
- 3.1.2 Coburg Inmates with conditions requiring medical approval prior to admittance to the Springfield Municipal Jail must present proof of medical approval. Springfield Municipal Jail is not responsible for the coordination or cost of obtaining medical approval for admittance to the Springfield Municipal Jail.

- 3.1.3 The current list of medical conditions referenced in section 3.1.2 will be made available to the Coburg Court Administrator or designee upon request.
- 3.1.4 Coburg inmates with medication costs exceeding 20% of the daily bed rate may be refused admittance. Prior to refusal for high cost prescriptions, Coburg Municipal Court will be given the opportunity to provide written approval of the cost of medication when the medication can be administered by Springfield medical staff. The cost of those medications will be included in the next monthly invoice.
- 3.2 Springfield Municipal Jail may refuse Coburg Inmates with Sentence to Appear (STA) Commitment Orders who are evaluated by Springfield jail or medical staff and determined to require a specialized assessment or watch due to alcohol or opiate withdrawal considerations.
- 3.3 Coburg Inmates who are Sentence to Appear will be required to report between the hours of 9am and 11 am. Appearance outside of these hours requires prior approval by Springfield Municipal Jail management or the individual will be refused.
- 3.4 The Springfield Municipal Jail Lieutenant or Chief of Police can authorize exceptions to Refusals outlined in Section 3. Refusals.

**4. Emergency Status.** In the event emergency operation protocol is activated and impacts Springfield Municipal Jail inmate housing services, contracted inmate housing services and compensation schedules may be modified. Changes to inmate housing services due to emergency operation protocols will be communicated in writing, including the beginning and end date of emergency status.

**EXHIBIT B**  
**CITY OF SPRINGFIELD/CITY OF COBURG**  
**COMPENSATION SCHEDULE**

1. **Cost of Inmate Compensation.** Coburg shall pay Springfield for providing jail beds for the in-custody Coburg Municipal Court offenders based on the following schedule.
  - A. Daily Rate per bed, per day for Coburg Inmates- \$109.00
  - B. Coburg will be charged on a per usage basis according to the daily rate identified in 1.A.
  - C. The price of Coburg Inmate high cost prescriptions approved by Coburg Municipal Court, as permitted in Exhibit A, 3.2, will be charged to the Coburg Municipal Court.