

INTERAGENCY AGREEMENT

This interagency agreement (the “**Agreement**”) is entered into by the State of Oregon Department of Justice (“**DOJ**”) and the State of Oregon Commission on Statewide Law Enforcement Standards of Conduct and Discipline (the “**Commission**”). DOJ and the Commission are referred to individually as a “Party” or collectively as “Parties” in the Agreement.

RECITALS

1. The Commission was established in 2021 by Oregon Revised Statute (“**ORS**”) 243.812. The primary purpose of the Commission is to adopt administrative rules related to standards of conduct for and discipline of law enforcement officers.
2. Administrative rules must be adopted pursuant to ORS chapter 183, the Oregon Administrative Procedures Act (“**APA**”). The APA requires certain tasks to be completed prior to adopting rules, including preparing documentation, maintaining files, and notifying interested parties.
3. In accordance with ORS 243.812(6), meetings of the Commission are subject to the Oregon Public Meetings Law and records of the Commission are subject to the Oregon Public Records Law in ORS 192.
4. ORS 243.812(11) provides that one person from the Department of Public Safety Standards and Training and one person from DOJ shall serve as co-chairpersons of the Commission who shall preside over meetings and execute the duties of the Commission.
5. Because ORS 243.812 does not provide for the Commission to hire staff to handle required tasks, the Commission and DOJ wish to cooperate to meet the Commission’s express purpose.

AGREEMENT

1. Agreement Term

This Agreement is effective on the date it has been signed by the Parties; it expires on December 31, 2023 (the “**Expiration Date**”) unless it is extended by amendment or is terminated in accordance with its terms.

2. **Role of DOJ**

DOJ shall:

- a. Pay the salary and other payroll expenses for its employees who are performing services on behalf of the Commission;
- b. Provide office supplies, technology, and equipment to its employees that are necessary to carry out the work on behalf of the Commission;
- c. Host meetings of the Commission on DOJ's Microsoft Teams, WebEx or other virtual meeting platforms, unless otherwise directed by the Commission; and
- d. Maintain records of the Commission that are in DOJ's custody and control for the purposes of Oregon Public Records Law.

3. **Role of DOJ Employees Performing Work on Behalf of the Commission**

- a. DOJ employees may perform the administrative tasks necessary for the Commission to carry out its duties under ORS 243.812. These include, but are not limited to:
 - i. Notify the public of the Commission's meetings;
 - ii. Prepare meeting agendas and host Commission meetings;
 - iii. Take minutes and keep a record of Commission meetings;
 - iv. Draft rules and prepare rulemaking filings;
 - v. Serve as a hearings officer for rulemaking hearings;
 - vi. Receive public comments about the Commission's work and transmit those comments to the Commission; and
 - vii. Draft the report described in ORS 243.812(14).
- b. A DOJ employee may be appointed to serve as the Commission's Administrative Rules Coordinator, as required by ORS 183.330. The DOJ employee appointed as the Administrative Rules Coordinator may undertake all the responsibilities described in ORS 183.330 on behalf of the Commission.

- c. A DOJ employee may serve as Executive Director of the Commission to ensure the orderly and effective management of the Commission and to support the Commission's purpose and operations.
 - d. DOJ employees working on behalf of the Commission shall operate at the direction of the Commission when conducting the activities described above, provided that those employees also comply with all employment rules and policies generally applicable to DOJ employees.
4. Nothing in this Agreement is intended to relieve the Commission of its obligations under ORS 243.812.

5. **Liability**

- a. Each Party to this Agreement is responsible for the activities of its employees.
- b. The Parties understand that each is insured with respect to tort liability by the State of Oregon Insurance Fund, a statutory system of self-insurance established by ORS chapter 278, and is subject to the Oregon Tort Claims Act, ORS 30.260-300. Each Party agrees to accept that coverage as adequate insurance of the other Party with respect to personal injury and property damage.
- c. The Parties agree that any tort liability claim, suit or loss resulting from or arising out of the Parties' performance of and activities under this Agreement shall be allocated, as between the parties, in accordance with law by the Risk Management Division of the Department of Administrative Services for purposes of their respective loss experiences and subsequent allocation of self-insurance assessments under ORS 278.435. Each party to this Agreement agrees to notify the Risk Management Division and the other Party in the event it receives notice or obtains knowledge of any claim(s) arising out of performance of, or the Parties' activities under, this Agreement.
- d. The Parties acknowledge that liability, if any, for the negligent or wrongful acts or omissions committed by its employees is governed by applicable federal, state, or local law.

6. **Amendment**

This Agreement may be amended in writing and must be signed by an authorized representative of each Party.

7. **Termination**

Any party wishing to terminate this Agreement prior to the Expiration Date must provide thirty (30) days' written notice to the other Party at the addresses included below.

IF TO THE COMMISSION	IF TO DOJ
Frederick M. Boss Executive Director 1162 Court Street NE Salem, OR 97301 fred.boss@doj.state.or.us	Lisa M. Udland Deputy Attorney General 1162 Court Street NE Salem, Or 97301 lisa.udland@doj.state.or.us

8. **Miscellaneous**

- a. This Agreement is entered into for the exclusive benefit of the Parties. No other party, including any employee of any of the Parties, is or shall be deemed to be a third-party beneficiary of this Agreement.
- b. Nothing in this Agreement shall be deemed to require any party to do or perform any act which it is not otherwise authorized to do or perform by state or federal law.

9. **Merger**

This Agreement constitutes the entire agreement between the Parties on the subject matter of this Agreement. There are no understandings, agreements, or representations, oral or written, regarding this Agreement that are not specified in this Agreement.

[Signatures next page]

10. **Authorized Representatives**

The persons whose names and titles appear below certify that they are authorized to act on behalf of their respective agency and are the Authorized Representatives of the Parties under the Agreement.

SIGNATURES

Department of Justice:

Lisa M. Udland, Deputy Attorney General

Date

Commission on Statewide Law Enforcement Standards of Conduct and Discipline:

Michael Slauson, Co-Chair

Date

Jerry Granderson, Co-Chair

Date