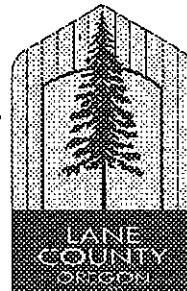


W-7-D-1

## AGENDA COVER MEMO

**AGENDA DATE:** October 29, 2003  
**TO:** Board of County Commissioners  
**DEPARTMENT:** Health & Human Services  
**PRESENTED BY:** Rob Rockstroh



**AGENDA TITLE:** IN THE MATTER OF ACCEPTING INTERGOVERNMENTAL AGREEMENT NO. 2942 WITH THE OREGON DEPARTMENT OF CORRECTIONS FOR THE PERIOD FROM NOVEMBER 1, 2003 THROUGH JUNE 30, 2005 IN THE AMOUNT OF \$16,233,539 (DEPARTMENT OF HEALTH & HUMAN SERVICES)(34)

### I. MOTION

TO ACCEPT INTERGOVERNMENTAL AGREEMENT NO. 2942 WITH THE OREGON DEPARTMENT OF CORRECTIONS FOR THE PERIOD FROM NOVEMBER 1, 2003 THROUGH JUNE 30, 2005 IN THE AMOUNT OF \$16,233,539.  
(DEPARTMENT OF HEALTH & HUMAN SERVICES)(34)

### II. ISSUE OR PROBLEM

Lane County has received an intergovernmental agreement from the state Department of Corrections for the remaining 20 months of the 2003-05 biennium. The total funds in the agreement exceed the signature authority of the county administrator. Therefore, the Board must act to authorize the county administrator to sign the agreement.

### III. DISCUSSION

#### A. Background / Analysis

In May of 2003, the Oregon Department of Corrections (DOC) forwarded an intergovernmental agreement (IGA) to Lane County in the amount of \$15,756,419 to support a community corrections plan for the period from July 1, 2003 through June 30, 2005. This total reflected a significant reduction in funding for support of corrections services in Lane County. It also reflected the

Oregon state revenue shortfall and the state budget anticipated to be designated for corrections services for the 2003-05 biennium.

The county deliberated over whether to accept the IGA and the reduced level of funding and decided to give the state notice of intent to terminate participation in Senate Bill 1145 programs. This allowed services and programs to continue in operation under Lane County governance until November 1, 2003, after which the responsibility would be returned to the state.

At the same time, the Board approved the Community Corrections Plan for the 2003-05 biennium in the amount of \$15,756,419 (Board Order No. 03-6-18-9), but declined to accept the IGA for the same period. Instead, the 2001-03 biennium IGA with the Department of Corrections was extended through October 31, 2003 (Board Order No. 03-6-18-9). This funded services as planned and allowed time for the state budget process to be finalized, after which additional funding was made available to support community corrections.

The revised amount designated for Lane County for the biennium is \$18,903,265. On September 24, 2003, the Board determined that the additional \$3,092,107 was enough to adequately fund community corrections and ordered to rescind the notice of termination of participation in SB1145 programs (Board Order No. 03-9-24-12).

The Supervisory Authority Team (SAT) of the Public Safety Coordinating Council met several times between July and September 2003. The SAT members reviewed the previously developed SAT guiding principles, the performance measures in the 2003-05 biennium IGA from the DOC, and statutory language regarding local community corrections planning. The team agreed that information is needed to continue working on greater integration of services and sanctions for corrections in Lane County. Some of the data to meet this need will come from the state DOC database, which requires an increased level of data entry on the part of Parole and Probation staff. The DOC database will also be used to determine how well Lane County is meeting the performance measures specified in the IGA.

The SAT also reviewed the need to allocate an additional \$3,146,846, which was awarded to Lane County to support the biennial corrections plan. However, a significant portion of these funds may be eliminated if a referendum to block the income tax surcharge is successful in February 2004. The SAT is charged to make a recommendation to the Public Safety Coordinating Council (PSCC) in regard to the community corrections plan and the additional funds.

On October 9, 2003, the PSCC accepted the proposal from the SAT to revise the CCA budget for the 2003-05 biennium. The recommendations include putting most of the additional funding into a "contingency" fund until after the

outcome of the February 2004 referendum. The recommendations for the use of the additional CCA funding allocation include:

- Establishing one FTE support staff position to be funded beginning January 2004. This position (including county indirect costs) will be used at Parole and Probation for data collection on the state IGA performance measures.

\$105,000 for 18 months

- Awarding a two percent cost-of-living allowance for corrections program funding in the second year of the biennium, beginning July 1, 2004;

\$156,939.62 for 12 months at 2 percent increase

- Retaining the balance of the additional funding in reserve for future planning, pending the outcome of the possible February referendum.

\$2,884,906.38

If the additional funds in the state budget are impacted by a possible referendum in February, the estimate of the greatest change in funding will be to drop the addition of \$3,146,846 down to \$487,205. This lower amount will be enough to fund the planned data entry clerk position and the two percent C.O.L.A. with a balance of \$225,265.

On September 30, 2003, Lane County received a revised copy of the IGA from the Oregon Department of Corrections. This document is identical to the one received in May except that the period of agreement is November 1, 2003 through June 30, 2005.

In June 2003, the Board authorized the county administrator to sign the amendment (Amendment #3) extending the 2001-03 biennium IGA with the Department of Corrections through October 31, 2003. That amendment forwarded \$2,626,070 in funding for the four-month period.

The new IGA contains Exhibit A, a 20-month budget that reflects the revisions recommended by the PSCC. The total of funding to be received with this IGA is \$16,233,538.56. This amount exceeds the signature authority of the county administrator. Therefore, the Board must act to authorize the county administrator to sign the agreement.

Additional funding received with this IGA will be appropriated in supplemental actions to the budget as the outcome on the possible referendum affecting the income tax surcharge becomes known.

**B. Alternatives / Options**

1. To accept the motion and accept Intergovernmental Agreement #2942 with the Oregon Department of Corrections for the period from November 1, 2003 through June 30, 2005 in the amount of \$16,233,539 and delegate authority to the county administrator to sign the agreement.
2. Not to accept the motion.

**C. Recommendation**

To approve number one above.

**D. Timing**

This IGA must be signed and returned to the State of Oregon, Department of Corrections by November 1, 2003 in order to avoid a gap in funding.

**IV. IMPLEMENTATION**

Upon action by the Board, IGA No. 2942 and the required budget summary attachment will be prepared by the department of Health & Human Services and processed for signature by the county administrator.

**V. ATTACHMENTS**

Board Order  
Intergovernmental Agreement No. 2942  
SAT Balance Budget Recommendations

**THE BOARD OF COUNTY COMMISSIONERS, LANE COUNTY, OREGON**

**ORDER:**           ) IN THE MATTER OF ACCEPTING INTERGOVERNMENTAL  
                      ) AGREEMENT NO. 2942 WITH THE OREGON DEPARTMENT OF  
                      ) CORRECTIONS FOR THE PERIOD FROM NOVEMBER 1, 2003  
                      ) THROUGH JUNE 30, 2005 IN THE AMOUNT OF \$16,233,539  
                      ) (DEPARTMENT OF HEALTH & HUMAN SERVICES)(34).

WHEREAS, Lane County and the State of Oregon have agreed to cooperate to provide correctional services within the requirements of ORS 423.475 to 423.565; and,

WHEREAS, Lane County has received Intergovernmental Agreement #2942 in the amount of \$16,223,539 from the Oregon Department of Corrections to support community corrections services; and

WHEREAS, Lane Manual Chapter 21 sets forth policy regarding signature authority of the county administrator; and

WHEREAS, the amount of this agreement exceeds the signature authority of the county administrator; and,

WHEREAS, appropriation of some of the funds to support the services has been done through the budget adoption order; and

WHEREAS, appropriation of additional revenue will be postponed until the surety of the additional revenue source is known.

NOW THEREFORE, IT IS HEREBY ORDERED, that the Board of County Commissioners accept Intergovernmental Agreement #2942 from the Oregon Department of Corrections in the amount of \$16,223,539; and

IT IS FURTHER ORDERED, that the Board of County Commissioners authorize the county administrator to sign Intergovernmental Agreement #2942 with the Oregon Department of Corrections for the period from November 1, 2003 through June 30, 2005 in the amount of \$16,223,539.

DATED this \_\_\_\_\_ day of October 2003.

\_\_\_\_\_  
Peter Sorenson, Chair  
Lane County Board Of Commissioners

APPROVED AS TO FORM

Date 10/20/03 J. J. Law  
\_\_\_\_\_  
OFFICE OF LEGAL COUNSEL

**INTERGOVERNMENTAL AGREEMENT #2942  
BETWEEN THE STATE OF OREGON AND LANE COUNTY**

This Agreement is between the State of Oregon acting by and through its Department of Corrections, hereafter called DEPARTMENT, and Lane County, hereafter called COUNTY.

Whereas, DEPARTMENT is an agency of the State of Oregon and COUNTY is a unit of local government of the State of Oregon and both parties desire to cooperate by agreement to provide correctional services in COUNTY within the requirements of ORS 423.475 to 423.565;

Whereas, the Legislative Assembly of Oregon enacted legislation establishing county corrections programs on a continuing basis (ORS 423.475 to 423.565);

Whereas, ORS 144.106 provides "the supervisory authority shall use a continuum of administrative sanctions for violations of post-prison supervision";

Whereas, ORS 144.334 provides that the Board of Parole and Post-Prison Supervision may authorize issuance of citations by supervising officers;

Whereas, ORS 144.343 provides that the Board of Parole and Post-Prison Supervision may delegate the authority to order sanctions as provided in ORS 144.106 and to continue a violator on parole or post-prison supervision with the same or modified conditions;

Whereas, ORS 423.478(2)(a) - (e) assigns responsibility for all offenders on probation, parole, post-prison supervision and those offenders sentenced or revoked for periods of one year or less to COUNTY;

Whereas, ORS 137.540 and 137.595 provide that courts may delegate the authority to parole/probation officers to impose sanctions for probationers through a system of Structured Sanctions; and

Whereas, ORS 423.555 requires DEPARTMENT, with cooperation from COUNTY, to establish and operate a Statewide Evaluation and Information System and to monitor effectiveness of corrections services provided to criminal offenders under ORS 423.500 to 423.560.

Now, therefore, THE PARTIES HERETO, in consideration of those mutual promises, terms and conditions hereinafter provided, agree to the following:

**I. DEFINITIONS**

- A. Allotment Request: A form prescribed by DEPARTMENT to request funds and report expenditures.
- B. Amendment: Any change to this Agreement that alters the terms and conditions of the Agreement, effective only after all parties have signed and all approvals have been obtained. Plan Modifications are NOT Amendments.

- C. Budget Summary: The part of the County Corrections Plan that reflects the amount of County Corrections Grant granted by DEPARTMENT to COUNTY to implement the programs in the Plan. The Budget Summary is attached to this Agreement as Exhibit A.
- D. Community Corrections Manager: Individual designated by COUNTY pursuant to ORS 423.525 as responsible for administration of the community corrections programs as set forth by the Plan.
- E. County Corrections: All County agencies and officials who carry out the responsibilities in ORS 423.478(2)(a)-(f).
- F. County Corrections Plan (Plan): A document developed by COUNTY through its Local Public Safety Coordinating Councils and adopted by COUNTY's governing bodies pursuant to ORS 423.525 and 423.535 and delivered to and received by DEPARTMENT.
- G. County Corrections Plan Modification: A written change or alteration to the County Corrections Plan promulgated by COUNTY modifying the Plan subject to ORS 423.525, effective upon the date the written change or alteration has been submitted to the DEPARTMENT representative under this Agreement.
- H. County Corrections Grant: Grant(s) made by DEPARTMENT to assist COUNTY in the implementation and operation of county corrections programs including, but not limited to, preventive or diversionary correctional programs, probation, parole, post-prison supervision work release and local correctional facilities and programs for offenders.
- I. Statewide Evaluation and Information System: The Corrections Information Systems (CIS) including the Offender Profile System (OPS), the Integrated Supervision Information System (ISIS), Case Management for Institutions (CMI), and related case management modules.
- J. Supervisory Authority: The local corrections official or officials designated in COUNTY by COUNTY's Board of County Commissioners or county court to operate corrections supervision services, custodial facilities or both.

## II. AUTHORITY AND DURATION

### A. Authority

This Agreement is entered into pursuant to the provisions of ORS 190.110, 169.053, and 423.525(7).

### B. Duration

This Agreement will become effective on the later of **November 1, 2003** or on the date on which it is signed by every party to the Agreement and all approvals have been obtained, and will remain in effect until **June 30, 2005** or until terminated

according to Section XI (*Termination*) and in no event longer than **two (2) years** from the effective date.

### **III. PLAN; PLAN MODIFICATIONS**

- A. **Community Corrections Plan:** COUNTY will create a Community Corrections Plan (the Plan) outlining the basic structure of supervision, services, and local sanctions to be applied to offenders convicted of felonies and on supervision in the County. The Plan consists of program descriptions and budget allocations and is included as part of this Agreement.
- B. **Plan Modifications:** COUNTY and DEPARTMENT agree that the Plan must remain a flexible instrument capable of responding to unforeseen needs and requirements. COUNTY may modify the Plan according to ORS 423.525 and the administrative rules thereunder governing the support and development of County Corrections Programs and notify the DEPARTMENT according to the terms of part C. of this Article. A copy of all Plan Modifications will be marked in sequence beginning with the designation "Plan Modification 1" and attached to the above-mentioned Plan. DEPARTMENT will notify COUNTY of any concerns about the Plan Modification or the need for amending a Plan Modification within 30 calendar days of notification.
- C. **Notice of Modification:** No Plan Modifications shall take effect until COUNTY gives written notice to DEPARTMENT, in a form approved by DEPARTMENT. DEPARTMENT shall provide to COUNTY an approved form for modifications as soon as practicable after execution of this Agreement.

### **IV. AMENDMENTS GENERALLY**

Except for Plan Modifications specifically provided for in paragraph III(B), the terms of this Agreement shall not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except by written Amendment signed by the parties. The Amendment shall be effective as of the date on which every party has signed the Amendment and all requisite approvals are obtained.

### **V. DUTIES AND RESPONSIBILITIES OF COUNTY**

- A. COUNTY shall assume administrative responsibility for correctional supervision and services within its jurisdiction, as outlined in the Plan.
- B. COUNTY shall designate a Community Corrections Manager.
- C. COUNTY shall meet the goals for community corrections in Oregon described below:
  - 1. **Reduce Criminal Behavior**
    - a. Indicator: recidivism, as measured by felony convictions from initial admission to probation, tracking for three years from admission.



- b. Indicator : recidivism, as measured by felony convictions from first release to parole/post-prison supervision, tracking for three years from release.
  - 2. Enforce Court and Board Orders:
    - a. Indicator : the percentage of positive case closures for offenders on parole/post-prison supervision.
    - b. Indicator: the percentage of positive case closures for offenders on probation.
  - 3. Assist Offenders to Change:
    - a. Indicator: employment rates for offenders on supervision.
    - b. Indicator: the rate of participation in treatment programs for offenders on supervision.
  - 4. Provide Reparation to Victims
    - a. Indicator: the percentage of restitution and compensatory fines collected, owed to victims.
    - b. Indicator: the number of community service hours provided by offenders on supervision.
  - 5. Increase the use of community-based non-jail sanctions for first time sanctions above the baseline of 20% set in 1999-2000.
- D. Except as otherwise provided by rules or orders, COUNTY shall adopt and implement a continuum of administrative sanctions used by DEPARTMENT and the Board of Parole and Post-Prison Supervision for violators of conditions of Probation, Parole and Post-Prison Supervision as authorized by ORS 144.106, 144.334, 144.343 and 137.540 and the rules thereunder. COUNTY will manage local control post-prison supervision start and stop dating practices in accordance with the rules and practices of the Board of Parole and Post-Prison supervision.
- E. COUNTY shall follow the Oregon Administrative Rules (OAR's) applicable to community corrections, as amended from time to time, including but not limited to the following:
  - 1. File, Records and Detainers, OAR 291-070-0005 through OAR 291-070-0080.
  - 2. Oregon Case Management System, OAR 291-078-0005 through OAR 291-078-0045.
  - 3. Admission, Sentence Computation and Release, OAR 291-100-0005 through OAR 291-100-0150.
  - 4. Structured, Intermediate Sanctions, OAR 291-058-0010 through OAR 291-058-0070.
  - 5. Interstate Compact, OAR 291-180-0060 through OAR 291-180-0095.
  - 6. Case Transfer, OAR 291-019-0005 through OAR 291-019-0160.

7. Computerized Information System Access and Security, OAR 291-005-0005 through 291-005-0085.
  8. Community Corrections Programs, OAR 291-031-0005 through OAR 291-031-0040.
  9. Archiving, OAR Chapter 166.
  10. Pre-sentence Investigation, OAR 291-038-0005 through 291-038-0060.
  11. Release to Post-Prison Supervision, OAR 255 Division 60.
  12. Re-release Order after Revocation, OAR 255-075-0072.
  13. Short-term Transitional Leaves, Emergency Leaves, and Supervised Trips, OAR 191-063-0005 through 291.063-0040.
- F. COUNTY shall follow all applicable Federal and State civil rights laws, as amended from time to time, including, but not limited to:
1. Federal Code, Title 5 USCA 7201 et seq. - Anti-discrimination in Employment.
  2. Oregon Statutes, Enforcement of Civil Rights: ORS 659.010, 659.015, 659.020, and 659.030.
  3. Americans with Disabilities Act.
- G. COUNTY shall prepare and furnish such data, descriptive information and reports as may be requested by DEPARTMENT as needed to comply with ORS 423.520, which states in part, "The department shall require recipients of the grants to cooperate [ . . . ] in the collection and sharing of data necessary to evaluate the effect of community corrections programs on future criminal conduct." COUNTY will enter data into the Statewide Evaluation and Information System in a complete and timely manner. COUNTY agrees to, and does hereby grant DEPARTMENT the right to reproduce, use and disclose all or any part of such reports, data and technical information furnished under this Agreement.
- H. COUNTY shall permit authorized representatives of DEPARTMENT to make such review of records of COUNTY as may be necessary to satisfy audit and/or program review purposes. The DEPARTMENT shall make available to COUNTY a copy of any audit or monitoring report.
- I. COUNTY shall follow DEPARTMENT prescribed allotment and expenditure reporting system and shall provide this information on each discrete program in the COUNTY Corrections Plan. This system will be used by the DEPARTMENT to control County Corrections Grant funds and to provide suitable records for an audit. COUNTY shall provide DEPARTMENT copies of its annual audit report required by ORS 297.425.
- J. COUNTY shall participate in Offender Profile System (OPS) and in Integrated Supervision Information System (ISIS). COUNTY shall enter and keep current information on offenders under supervision in the Law Enforcement Data System (LEDS) Enter Probation Record (EPR) System.

- K. COUNTY shall retain responsibility for cases transferred to and accepted by another state under the terms of the Interstate Compact (an agreement among states to provide supervision services for Parole Post Prison and Probation Offenders that relocate to other states per ORS 144.600 and ORS 144.610, and OAR 291-180-060 through OAR 291-180-095).
- L. COUNTY shall acquire responsibility for cases transferred from another state into and accepted by DEPARTMENT under the terms of the Interstate Compact (an agreement among states to provide supervision services for Parole Post Prison and Probation Offenders that relocate to other states per ORS 144.600 and ORS 144.610 and OAR 291-180-060 through OAR 291-180-095)

#### VI. DEPARTMENT RESPONSIBILITIES

- A. DEPARTMENT shall provide funding as provided in Section VII of this Agreement.
- B. DEPARTMENT shall furnish COUNTY, in a timely manner, those procedures, directives, records, documents and forms required for COUNTY to meet its obligations.
- C. Subject to system capacity and data processing capabilities, DEPARTMENT shall furnish data, descriptive information and reports, available to DEPARTMENT and requested by COUNTY, that will assist COUNTY in complying with DEPARTMENT requirements. This data includes, but is not limited to details regarding outcomes noted in Subsection V(C). DEPARTMENT hereby grants to COUNTY the right to reproduce, use, and disclose all or part of such reports, data, and technical information furnished under this Agreement.
- D. DEPARTMENT agrees to provide COUNTY an opportunity to review and comment on all new or revised administrative rules that have fiscal or programmatic impact on COUNTY.
- E. If by legislative action, funding from DEPARTMENT is reduced to COUNTY, DEPARTMENT agrees to provide reasonable notice and transition opportunity to COUNTY of changes that may significantly alter approved appropriations and programs.
- F. If COUNTY ceases to participate in County Corrections programs as described in ORS Chapter 423, DEPARTMENT may recover title and possession to property previously transferred to COUNTY or purchased by COUNTY with the County Corrections Grant. DEPARTMENT, at a minimum, shall be able to recover such property necessary to assume responsibility for corrections services previously transferred to COUNTY.
- G. DEPARTMENT grants to COUNTY continual access to DEPARTMENT's Corrections Information System at no charge to COUNTY. All costs (including but not limited to any equipment or software upgrades) to ensure this access however,

is the responsibility of COUNTY. If DEPARTMENT's computer is used in any way other than for pass-through of COUNTY data to DEPARTMENT system, COUNTY shall provide support for additional activities. DEPARTMENT shall provide timely notification and technical assistance of network changes that impact COUNTY's use of the Corrections Information System.

- H. DEPARTMENT's Community Corrections Division shall administer the provisions of the Interstate Compact of parolees and offenders on probation and post-prison supervision as described in ORS 144.600 and ORS 144.610.
- I. DEPARTMENT shall provide technical assistance to COUNTY in implementing and evaluating COUNTY's Plan.
- J. DEPARTMENT shall provide technical assistance to COUNTY regarding implementation on changes brought about by changes in Oregon Statutes and Oregon Administrative Rules.

## **VII. FUNDS**

- A. The Budget Summary at Exhibit A lists the County Corrections Grant authorized under this Agreement for the implementation of the Plan during the term of this Agreement. DEPARTMENT agrees to provide funds in the form of a Community Corrections Grant to COUNTY in accordance with the terms of this Agreement.
- B. The first payment to COUNTY shall occur as soon as possible after the DEPARTMENT's budget is legislatively approved and implemented and quarterly thereafter upon receipt of the Allotment Requests from COUNTY.
- C. Both parties agree that all reallocations of funds between or within programs shall require a Plan Modification.
- D. Both parties agree that an increase or reduction in the funding from the DEPARTMENT shall require an Amendment and a Plan Modification.
- E. Unexpended Funds: Fund balances remaining at the end of the funding period of this Agreement may be retained by the COUNTY for the provision of supervision, correctional services, and sanctions in the following biennium. COUNTY must submit a plan for these funds, file quarterly financial statements, and file a closing statement with the DEPARTMENT when the funds have been expended. If the COUNTY has discontinued participation as enabled by ORS 423.483(2), the portion of the funds, prorated to the termination date, made available to the COUNTY not yet expended under the terms of this Agreement shall revert to the DEPARTMENT.
- F. Supervision fees collected by COUNTY shall be used to offset costs of supervising the probation, parole, post-prison supervision or other supervised release pursuant to ORS 423.570 and its administrative rules, as amended from time to time.

- G. Unauthorized Expenditures: Any funds from the County Corrections Grant expended for unauthorized purposes shall be deducted by DEPARTMENT from payment or refunded by COUNTY to DEPARTMENT as DEPARTMENT requires.
- H. For purposes of the delivery of field corrections services, DEPARTMENT recognizes COUNTY as an extension of DEPARTMENT for all County Corrections appropriations provided by the State of Oregon Legislature.
- I. Funding for Sexually Violent Predatory Offenders: (This subsection applies only if COUNTY has custody of a sexually violent predatory offender according to DEPARTMENT regulations.) Funding for intensive supervision of offenders designated as sexually violent predatory offenders by the Board of Parole and Post-Prison Supervision is limited to the amount appropriated for this specific program.

#### **VIII NONCOMPLIANCE**

- A. The DEPARTMENT shall annually review COUNTY's compliance with this Agreement under ORS 423.500 to 423.560. COUNTY must substantially comply with the provisions of the Plan received by DEPARTMENT and this Agreement.
- B. If, upon review, DEPARTMENT determines that there are reasonable grounds to believe that COUNTY is not in substantial compliance with this Agreement or the Plan, DEPARTMENT shall contact COUNTY regarding the alleged noncompliance and offer technical assistance to reach compliance. If COUNTY does not resolve the alleged noncompliance, DEPARTMENT shall, after giving COUNTY not less than 30 calendar days' notice, conduct a hearing to ascertain whether there is substantial compliance or satisfactory progress being made toward compliance. After technical assistance, which may include peer review or other assistance, is provided and the hearing occurs, DEPARTMENT may suspend any portion of the funding made available to COUNTY under ORS 423.500 to 423.560 until the required compliance occurs.

#### **IX INDEMNIFICATION**

- A. Subject to the limitations of Article XI, § 7 of the Oregon Constitution and the Oregon Tort Claims Act (ORS 30.260 through 30.300), the State shall indemnify, within the limits of and subject to the restrictions in the Tort Claims Act, the COUNTY against any liability for personal injury or damage to life or property arising from the State's activity under this Agreement provided, however, the State shall not be required to indemnify the COUNTY for any such liability arising out of the wrongful acts of COUNTY, its officers, employees or agents
- B. Subject to the limitations of Article XI, § 10 of the Oregon Constitution and the Oregon Tort Claims Act (ORS 30.260 through 30.300), the COUNTY shall indemnify, within the limits of and subject to the restrictions in the Tort Claims Act, the State against any liability for personal injury or damage to life or property arising from the COUNTY's activity under this Agreement provided, however, the COUNTY

shall not be required to indemnify the State for any such liability arising out of the wrongful acts of the State, its officers, employees or agents.

- C. The obligation of the parties under this section shall survive termination of this Agreement.

## **X TERMINATION**

- A. It is understood and agreed by the parties hereto that this Agreement shall remain in force only during its term and shall not continue in force after its term, except as provided in Section XIII of this Agreement. There shall be no automatic extension, but this Agreement may be extended only by written consent of the parties hereto.
- B. It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement, including any part, term or provision of any appended material, is held by a court to be illegal or in conflict with any law of the State of Oregon or applicable administrative rule, that element of the contract including relevant appended materials will be void and without effect and will be treated by the parties as having been terminated as of the date of determination of the voidness.
- C. The COUNTY may discontinue participation, as enabled by ORS 423.483(2). To discontinue participation, the COUNTY shall provide written notification to the Director of DEPARTMENT not less than 180 calendar days before the termination date, to ensure the DEPARTMENT has adequate time to assume the responsibility for correctional services previously transferred to the COUNTY. If the DEPARTMENT finds it feasible to assume the responsibility for correctional services previously transferred to the COUNTY earlier than 180 days, the DEPARTMENT and the COUNTY may agree to a termination date earlier than 180 days after the written notification.
- D. If COUNTY terminates participation under paragraph X(C) of this Agreement, the following shall apply:
  - 1. The responsibility for correctional services transferred to COUNTY and the portion of funds, prorated to the termination date, made available to the COUNTY not yet expended under the terms of this Agreement shall revert to DEPARTMENT.
  - 2. In no case does responsibility for supervision and provision of correctional services to misdemeanor offenders revert to DEPARTMENT.

## **XI COMPLIANCE WITH APPLICABLE LAW**

The Parties shall comply with all federal, state and local laws, regulations, executive orders, and ordinances applicable to the work under this Agreement. Without limiting the generality of the foregoing, the parties expressly agree to comply with: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans

with Disabilities Act of 1990 and ORS 659.425; (iv) all regulations and administrative rules established pursuant to those laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. DEPARTMENT's performance under this Agreement is conditioned upon COUNTY's compliance with the provisions of ORS 279.312, 279.314, 279.316 and 279.320, as amended from time to time, which are incorporated by reference herein. In the performance of Work under this Agreement, COUNTY shall use recycled and recyclable products to the maximum extent which is economically feasible.

## **XII ACCESS TO RECORDS**

For not less than three (3) years after Agreement expiration, DEPARTMENT, the Secretary of State's Office of the State of Oregon, the federal government, and their duly authorized representatives shall have access to the books, documents, papers and records of COUNTY which are directly pertinent to this specific Agreement for the purpose of making audit, examination, excerpts, and transcripts. COUNTY shall retain all pertinent records until the later (i) the date that is not less than three years following the Agreement expiration date or (ii) the date on which all litigation regarding this Agreement is resolved. COUNTY agrees full access to DEPARTMENT will be provided in preparation for and during litigation. Copies of applicable records shall be made available upon request.

## **XIII SURVIVAL**

All rights and obligations shall cease upon termination or expiration of this Agreement, except for the rights and obligations set forth in Sections V(E), V(F), V(G), V(H), VI(H), VII(D), IX, X(D), XI, XII, XIII, and XIV.

## **XIV GOVERNING LAW; JURISDICTION; VENUE**

This Agreement will be governed by and construed according to the laws of the State of Oregon without resort to any jurisdiction's conflict of laws rules or doctrines. Any claim, action, suit or proceeding (collectively, "the claim") between DEPARTMENT (and/or any other Agency or department of the State of Oregon) and COUNTY that arises from or relates to this Agreement will be brought and conducted solely and exclusively within the Circuit Court of MARION County for the State of Oregon.

## **XV WAIVER**

The failure of either party to enforce any provision of this Agreement will not constitute a waiver by that party of that or any other provision.

## **XVI EXECUTION AND COUNTERPARTS**

This Agreement may be executed in several counterparts, each of which will be an original, all of which will constitute but one and the same instrument.

## **XVII MERGER; INTEGRATION**

This instrument contains the entire agreement between the parties and no statement made by any party hereto, or agent thereof, not contained or attached with reference thereto in this written agreement will be valid or binding. This Agreement will supersede all previous communications, representations, wither verbal or written, between the parties hereto. This Agreement may not be enlarged, modified or altered except in writing, signed by the parties, and attached.

#### **XVIII NO THIRD PARTY BENEFICIARY RIGHTS**

The DEPARTMENT and COUNTY are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or will be construed to give or provide, any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

STATE OF OREGON  
DEPT. OF CORRECTIONS

LANE COUNTY  
BOARD OF COMMISSIONERS

\_\_\_\_\_  
Ben de Haan, Interim Director

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Approved as to Legal Sufficiency by the  
Attorney General's Office:

/s/ Jack F. McDonald, AAG (5/9/03 e-mail)  
Name Title



**EXHIBIT A**  
**BUDGET SUMMARY**

Please make the following changes or additions to the previously submitted county community corrections plan.

Program Description Title *	Current Budget	Amounts of Revision		New Budget
		Amount Removed	Amount Added	
Administration	7,431.92			7,431.92
Community Service/Work Crew	258,208.18			258,208.18
Community-Based Custodial Alternatives	2,401,041.33			2,401,041.33
Custodial/Sanction Beds	3,610,139.32			3,610,139.32
Mental Health Services	0.00			0.00
Sex Offender Services	237,332.95			237,332.95
Subsidy	95,159.13			95,159.13
Substance Abuse	225,051.33			225,051.33
Supervision	5,824,742.19			5,824,742.19
Transition Services	689,525.84			689,525.83
Unallocated	2,884,906.37			\$ 2,884,906.37
<b>Totals</b>	<b>16,233,538.56</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 16,233,538.55</b>