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## ABREVIATED CONSENT CALENDAR MEMO

Memorandum Date: 4 August 2011  
Order Date: 24 August 2011

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TO: Board of County Commissioners

DEPARTMENT: Lane County Sheriff's Office

PRESENTED BY: Judy Simpson

**AGENDA ITEM TITLE: IN THE MATTER OF DELEGATING AUTHORITY  
TO THE COUNTY ADMINISTRATOR TO EXECUTE  
LANE COMMUNITY COLLEGE  
INTERGOVERNMENTAL AGREEMENT FOR  
INMATE ADULT EDUCATION SERVICES IN THE  
AMOUNT OF \$158,886**

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### I. MOTION

MOVE TO APPROVE EXECUTION OF THE LANE COMMUNITY COLLEGE  
INTERGOVERNMENTAL AGREEMENT FOR INMATE EDUCATION

### DISCUSSION

#### A. Background/Analysis

Every fiscal year Lane Community College and Lane County enter into an Intergovernmental Agreement (IGA) for Inmate Education Services.

Lane Community College provides instructors for basic and secondary education classes for adult inmates.

Lane County provides payment for these services as well as classroom space in the Lane County Jail and the Sherman Center.

The Lane County Sheriff's Office receives Video Lottery funds to pay for these services through the Strategic Investment Fund for job creation and workforce development project.

Lane Manual 21.145 requires Board of Commissioner approval for execution of a contract exceeding \$100,000.

The total amount of the Lane Community College IGA is \$158,886.

B. RECOMMENDATION

Staff recommends approving execution of the Lane Community College IGA for Inmate Adult Education Services.

The education services program supports economic and development in Lane County by enhancing employment opportunities for ex-offenders.

II. ATTACHMENTS

1. Proposed Board Order No. \_\_\_\_\_.
2. Lane Community College IGA for Inmate Education Services.

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF LANE COUNTY,  
OREGON

ORDER NO. )IN THE MATTER OF DELEGATING AUTHORITY TO  
)THE COUNTY ADMINISTRATOR TO EXECUTE  
)LANE COMMUNITY COLLEGE  
)INTERGOVERNMENTAL AGREEMENT FOR  
)INMATE ADULT EDUCATION SERVICES IN THE  
)AMOUNT OF \$158,886

**THIS MATTER** having come before the Board of County Commissioners to approve execution of an Intergovernmental Agreement (IGA) for Inmate Adult Basic and Secondary Education at the Lane County Jail and Sherman Center between Lane Community College and Lane County.

**WHEREAS**, Lane Manual 21.145 requires Board of Commissioner approval for execution of a contract which is over \$100,000.

**WHEREAS**, the total amount of the Lane Community College IGA is \$158,886.

**NOW, THEREFORE, IT IS HEREBY ORDERED** that the Board of County Commissioners delegates authority to the County Administrator to execute an IGA for Inmate Adult Education Services between Lane Community College and Lane County, in substantial conformity to the attached Exhibit A.

Adopted this \_\_\_\_ day of August, 2011

\_\_\_\_\_  
Chair, Lane County Board of Commissioners

APPROVED AS TO FORM

Date 8/5/11 Lane County

\_\_\_\_\_  
OFFICE OF LEGAL COUNSEL

"LANE" COMMUNITY COLLEGE  
INTERGOVERNMENTAL AGREEMENT

BETWEEN: "Lane" Community College ("Lane"), a unit of local government of the state of Oregon.

AND: "Lane County" ("County"), a unit of local government of the state of Oregon.

EFFECTIVE DATE: July 1, 2011

RECITALS

- A. ORS 190.010 provides that units of local government may enter into agreement 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. "Lane" and "County" desire to enter into a contract wherein "Lane" 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. "Lane" agrees to provide services to "County" for consideration as described in Exhibit A.
- 2. Contract Duration: This agreement shall be in effect from effective date shown to June 30, 2011 *2/11*
- 3. Termination. Upon 90 days' prior written notice delivered to the persons designated in paragraph 4, either party, without cause, may terminate its participation in this contract.
- 4. 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 12.

"Lane": Dawn DeWolf  
ABSE  
Lane Community College  
4000 East 30<sup>th</sup> Avenue  
Eugene, Oregon 97405

"County": Joe Pishioneri  
Deputy Sheriff  
101 West 5<sup>th</sup> Ave  
Eugene, Oregon 97401

5. Records/Inspection. "Lane" and "County" shall each maintain records of its costs and expenses under this contract for a period of not less than three full fiscal years. 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.

6. Modification. Additional services may be negotiated between the parties during the term of this agreement. No modification of this agreement is effective unless reduced to writing and signed by both parties.

7. 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 30.295) and any and all other statutory rights granted as a result of their status as local public bodies.

8. 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.

9. Workers Compensation Insurance. "Lane" and "County" are subject employers 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. Both parties shall comply with all applicable federal, state, and other local laws, rules, ordinances, and regulations at all times and in the performance of the work.

12. Notices. Any notices permitted or required by this contract shall be deemed given when personally delivered or upon deposit in the United States mail, postage fully prepaid, certified, and return receipt requested, addressed to the representative designated in paragraph 4. Either party may change its address by notice given to the other in accordance with this paragraph.

13. Integration. This contract embodies the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein. This contract 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.

14. Interpretation. This contract shall be governed by and interpreted in accordance with the laws of the state of Oregon.

15. Signatures.

Lane Community College

By: Sanya Chushti  
(signature)

Name: Sanya Chushti

Title: VP, Academic & Student Affairs

Date: August 7, 2011

"Lane County"

By: \_\_\_\_\_  
County Administrator

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Sheriff

Date: \_\_\_\_\_

## EXHIBIT A

"Lane" and "County" agree to implement a program for inmate Adult Basic and Secondary Education at Lane County Jail, and the Sherman Center.

"Lane" agrees to the following:

- A. To provide qualified ABSE/GED instructors for the classes at the Lane County Adult Corrections Facility, and Sherman Center and other sites subject to county approval. Services will be offered 8 weeks during the summer and 11 week terms following "Lane's" academic calendar.
  - a. Part-time instructors at Sherman Center
  - b. Part-time instructors at Lane County Jail
  - c. Part-time technical services staff
  - d. Classified Instructional Specialist- locations and schedules to be determined
  - e. Curriculum Development funds for faculty.
  - f. Use of Title II Corrections Grant Funds (\$34,111 for FY 2011-2012)
- B. To provide benefits and perform all other employment-related duties as the employer of the instructors.
- C. To provide instructional equipment and material support for instructors.
- D. To maintain statistical information concerning student enrollment, and provide that information to "County" upon "County's" reasonable request.
- E. To provide management of the instruction and curriculum in the ABSE/GED classroom at the "County" facility.
- F. To provide a substitute instructor to replace the assigned in case of an extended absence.
- G. To provide as much notice as possible to "County" and instructor if an instructor is to be transferred or terminated, unless that termination is for cause.
- H. To make available to the instructors continuing training, i.e., in-service training, workshops and seminars in cooperation with "County".

The "County" agrees to the following:

- A. To provide space for classrooms, and offices for instructors.
  - B. To provide a secure environment.
  - C. To provide students for classes.
  - D. To provide computer/software (Offendertrak) for instructors to track student progress
  - E. The right to request the removal of an instructor whose job performance may not be satisfactory within a correctional environment. If the "County" has a concern about an instructor's performance or conduct, "County" will notify "Lane" ABSE Chair immediately.
  - F. "County" agrees to pay "Lane" \$158,886 for 2011-2012 academic year.
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**PROGRAM COSTS FY 11/12 (estimated)**  
**PROGRAM COSTS FY 11/12 (estimated)**

Instructors:	Salary(9/9/9+ \$750 sub)	OPE(35%)
PT Teachers Total	\$121,553	\$42,544
Classified (18 hrs/wk for 41 wks + \$4,444 tech work)	<u>\$ 14,599</u>	<u>\$ 5,111</u>
Total Personnel and OPE	\$136,152	\$47,655
Materials & Supplies	\$ 0	
5% Indirect Administration	<u>\$ 9,190</u>	
<b>Total Costs</b>	<b>\$192,997</b>	

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Lane Sheriff's Contract portion

Instructors:	Salary	OPE
PT Teachers – Lane Sheriff	\$ 97,489	\$34,121
Classified – Lane Sheriff	<u>\$ 14,599</u>	<u>\$ 5,111</u>
Total Personnel and OPE – Lane Sheriff	\$112,088	\$39,232
Materials & Supplies	\$ 0	
5% Indirect Administration - Lane Sheriff	<u>\$ 7,566</u>	
<b>Total Costs – Lane Sheriff</b>	<b>\$158,886</b>	

LCC Corrections Grant portion

Instructors:	Salary	OPE
PT Teachers – LCC Corrections Grant	\$ 24,064	\$ 8,423
Classified – LCC Corrections Grant	<u>\$ -</u>	<u>\$ -</u>
Total Personnel and OPE – LCC Corrections	\$ 24,064	\$ 8,423
5% Indirect Administration - Lane Corrections	<u>\$ 1,624</u>	
<b>Total Costs –LCC Corrections</b>	<b>\$ 34,111</b>	