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AGENDA COVER MEMO

Memorandum Date: January 26, 2011
Order Date: February 9, 2011

TO: Lane County Board of Commissioners
DEPARTMENT: Sheriff's Office
PRESENTED BY: Joan Copperwheat, Manager, Parole & Probation Services,

AGENDA ITEM TITLE: IN THE MATTER OF DELEGATING AUTHORITY TO THE COUNTY ADMINISTRATOR TO SIGN AN INTERGOVERNMENTAL AGREEMENT WITH STATE OF OREGON DEPARTMENT OF CORRECTIONS TO IMPLEMENT A GRANT-FUNDED TRANSITIONAL HOUSING PROJECT IN LANE COUNTY

I. MOTION

Move to delegate authority to the County Administrator to sign an Intergovernmental Agreement (IGA) with the State of Oregon Department of Corrections (DOC) to implement a grant-funded Transitional Housing Project in Lane County.

II. AGENDA ITEM SUMMARY

The Lane County Board of Commissioners is being asked to delegate authority to the County Administrator to sign an IGA with the Oregon DOC to implement a one-year grant funded transitional housing project in conjunction with Sponsor's Inc.

III. BACKGROUND/IMPLICATIONS OF ACTION

A. Board Action and Other History

Last year, the Oregon DOC submitted a grant application to secure funding through the Second Chance Act Prisoner Reentry Initiative to expand transitional housing for offenders who would otherwise be homeless upon leaving prison and are at medium to high risk of reoffending.

The DOC proposed funding projects in Multnomah, Clackamas, Washington and

Lane Counties to provide new transitional housing capacity, pre-release services, employment and mentoring services, alcohol, drug, and mental health treatment and enhanced case management by Parole & Probation Officers.

The DOC was awarded the grant and is now establishing agreements with each county included in the grant to implement the proposed program. As specified in the grant proposal, these funds are nearly entirely pass-through to Sponsor's Inc. \$19,000 in funding will be used to pay approximately 25% of the cost of a 1.0 FTE Correction Tech to perform data entry tasks required by the DOC. The Sheriff's Office will provide match in the form of existing Community Corrections Act-funded (CCA) administration and Parole & Probation Services. No general fund money is involved in this program. Lane County was not the grant applicant and was not awarded a grant. The IGA implements an agreement between the grant recipient (DOC) and Lane County.

The IGA was written for a two year period as there is a possibility of a one-year extension to the grant.

B. Policy Issues

There are no adverse policy implications in delegating authority to the County Administrator to sign the IGA with Oregon DOC.

C. Board Goals

This recommendation meets the Board goal of providing outstanding customer/constituent services and will provide critically needed transitional housing for Lane County residents who are released from prison and are homeless. Given current budget realities it is unlikely that Lane County could provide these services at this time.

D. Financial and/or Resource Considerations

The grant provides a maximum of \$101,817 in grant funds for a period of one year. Lane County Sheriff's Office can access up to \$19,000 in funding to support approximately 25% of a 1.0 FTE Corrections Tech. The remaining funding of \$82,817 will be available to Sponsor's to fund transitional housing services.

E. Analysis

Stable housing is an important factor to improving the success of offenders leaving prison. Each month, some of the individuals released from prison to Lane County have no place to live. This project will fund five additional transitional beds as well as enhanced drug, alcohol, and mental health evaluation. The grant also provides "flex funds" to help participants address clothing, transportation, and medication

needs.

F. Alternatives/Options

1. Approve delegating authority to the County Administrator to sign the IGA so that project implementation can move forward.
2. Do not approve delegating authority to the County Administrator.

IV. RECOMMENDATION

Recommend delegating authority to the County Administrator to sign the IGA.

V. TIMING/IMPLEMENTATION

If approved, the signed IGA will be returned to Oregon DOC for review and signatures. It is expected that Sponsor's will bring the additional transitional beds and services on-line approximately March 1, 2011.

VI. FOLLOW-UP

None

BOARD OF COUNTY COMMISSIONERS OF LANE COUNTY, OREGON

ORDER NO. 11-2-9-__

IN THE MATTER OF DELEGATING AUTHORITY
TO THE COUNTY ADMINISTRATOR TO SIGN
AN INTERGOVERNMENTAL AGREEMENT
WITH STATE OF OREGON DEPARTMENT OF
CORRECTIONS TO IMPLEMENT A GRANT-
FUNDED TRANSITIONAL HOUSING PROJECT
IN LANE COUNTY

Whereas, the Oregon Department of Corrections (DOC) applied for grant funds from the Second Chance Act Prisoner Reentry Initiative to expand transitional housing for offenders who would otherwise be homeless upon leaving prison and

Whereas, DOC was awarded the grant; and

Whereas, Lane County was one of four counties targeted for funding in the DOC proposal for an enhanced entry services program; and

Whereas, DOC has provided an Intergovernmental Agreement (IGA) to Lane County that describes the responsibilities and requirements associated with the project; and

Whereas, Lane County Chapter 21 sets forth policy regarding signatory authority of the County Administrator:

Now, Therefore It Is Hereby Ordered that the County Administrator is authorized to execute an Intergovernmental Agreement with the Department of Corrections to implement a transitional housing project in Lane County, in substantially the form shown in Attachment "A"

ADOPTED this 9th day of February 2011.

Faye Stewart, Chair
Lane County Board of Commissioners

APPROVED AS TO FORM
Date 1-31-11 Lane County

OFFICE OF LEGAL COUNSEL

**INTERGOVERNMENTAL AGREEMENT #4378
BETWEEN THE STATE OF OREGON AND LANE COUNTY**

TABLE OF CONTENTS

I	Definitions.....	2
II	Effective Date; Duration.....	3
III	Responsibilities of DEPARTMENT.....	3
IV	Responsibilities of COUNTY.....	4
V	Funds; Invoicing.....	5
VI	Indemnification.....	6
VII	Termination.....	7
VIII	Compliance with Applicable Law.....	7
IX	Access to Records.....	8
X	Survival.....	8
XI	Governing Law; Jurisdiction; Venue.....	8
XII	Waiver.....	8
XIII	Execution and Counterparts.....	8
XIV	Notice.....	9
XV	Amendments Generally.....	9
XVI	Merger; Integration.....	9
	Exhibit A Transitional Housing Budget Summary.....	13

RECITALS

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

WHEREAS, ORS 190.110 authorizes a unit of local government or a state agency of this state to cooperate, by agreement or otherwise, with a unit of local government or a state agency of this state in exercising a power conferred upon it or in administering a policy or program delegated to it by law;

Whereas, stable housing is recognized by the Governor's Re-entry Council as an important factor to improving success of offenders leaving prison;

Whereas, DEPARTMENT applied for and received federal funds through the Second Chance Act Prisoner Reentry Initiative to expand transitional housing for offenders who would otherwise be homeless upon leaving prison, and are of medium to high risk of re-offending;

Whereas, DEPARTMENT shall grant these federal funds to COUNTY for the purpose of supporting transitional housing in Lane County;

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

AGREEMENT

I Definitions

- A. Corrections Information System (CIS): A DEPARTMENT software program containing a data base of information about offenders in prison and on probation, parole and post-prison supervision;
- B. Funds: Transitional Housing Grant funds authorized under this Agreement for the implementation of the Plan during the term of this Agreement
- C. Participant: An offender released from a DEPARTMENT correctional facility who
 - i. has no housing resources;
 - ii. is identified by DEPARTMENT as having a high to medium risk of re-offending.
 - iii. is designated to participate in the Transitional Housing program described in this Agreement;
 - iv. is under supervision of the COUNTY.
- D. Transitional Housing Budget Summary: A budget prepared by DEPARTMENT and approved by COUNTY which identifies personnel, services and funding COUNTY will use to implement the Plan. COUNTY's Transitional Housing Budget Summary is described in Exhibit A.
- E. Transitional Housing Grant (Grant): Grant(s) made by DEPARTMENT to assist COUNTY in the implementation and operation of the Plan.
- F. Release Plan (Plan): A plan developed by DEPARTMENT in consultation with the Participant and the parole officer intended to facilitate immediate access to

transitional housing and other needed services

II Effective Date; Duration. This Agreement will become effective on the date it is signed by every party to the Agreement and all approvals have been obtained, and will remain in effect for two years beginning upon execution of the Agreement, or until terminated according to Section VII (Termination).

III Responsibilities of DEPARTMENT. DEPARTMENT shall:

- A. Provide funding as described in Section V of this Agreement.
- B. Provide training for parole officers, release counselors, and community providers in specialized case management skills aimed at addressing criminal risk factors as well as coordinating and brokering transition support services.
- C. Prior to release, identify offenders from the target group during the last six months of the prison term. The release counselor will work together with the offender on a Release Plan, including assisting eligible offenders in identifying housing resources. If there are no housing resources, then the release counselor will collaborate with the COUNTY parole officer to consider the individual as a Participant in the housing assistance program.
- D. Provide COUNTY written assessments, treatment plans and documentation of progress made while the offender was incarcerated.
- E. For those inmates who may be eligible for state and federal benefits, the release counselor will follow procedures set up by DEPARTMENT mental health providers and the state agency that oversees disability benefits to prequalify offenders who are eligible prior to release. DEPARTMENT shall contact the Oregon Department of Veteran's Affairs and request an in-person contact with inmate prior to release to review benefits with those who may be eligible. After release, grant funds will support a care coordinator to assist offenders in completing the application process for state and federal benefits.
- F. Subject to system capacity and data processing capabilities, DEPARTMENT will furnish data, descriptive information and reports, available to DEPARTMENT and requested by COUNTY that will assist COUNTY in complying with DEPARTMENT requirements. 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.
- G. If by legislative action, funding from DEPARTMENT is reduced to COUNTY, DEPARTMENT agrees to provide reasonable notice and transition opportunity to COUNTY for changes that may significantly alter approved appropriations and programs.

IV Responsibilities of COUNTY. Lane County shall:

- A. Provide in-kind matching funds as described in Exhibit A.
- B. Use grant funds to support five currently unfunded beds of transitional housing which is safe and free from drugs.

- C. Participate in contact with Participant's release counselor in an effort to improve collaboration between DEPARTMENT and community in developing the Release Plan.
- D. Program participants will be referred to the re-entry service site operated by Sponsors for needed transition services.
- E. Assume administrative responsibility of implementing the Plan.
- F. Immediately upon release from DEPARTMENT custody, coordinate transport of Participants to transitional housing by a family member or other support person, a mentor, or corrections professional.
- G. Use the LSCMI assessment to identify specific criminal risk factors and use those factors to form the basis for creating a case plan to address those risk factors.
- H. Provide employment services such as job training and placement.
- I. Assist Participants to enroll in education programs.
- J. Obtain mentors who shall provide Participants pro-social support and coaching.
- K. Use Grant funds to establish a flexible fund account to cover individual one-time needs such as work-appropriate clothing, tools needed for a job, transportation, medication, etc.
- L. Collaborate with local mental health and addictions treatment agencies to facilitate access to treatment for those Participants needing ongoing interventions.
- M. Develop and monitor a plan to repay any restitution ordered once the Participant is employed.
- N. Use swift, sure, and short imposition of intermediate sanctions to address violations of supervision for minor technical violations so that offenders are held accountable while still preserving supports for community stability.
- O. Follow all applicable Federal and State civil rights laws 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 659A.009, 659A.006, and 659A.030.
 3. Americans with Disabilities Act.
- P. Prepare and furnish such data, descriptive information and reports as may be requested by DEPARTMENT as needed to comply with Federal grant requirements. COUNTY acknowledges and agrees that DEPARTMENT has the right to reproduce, use and disclose all or any part of such reports, data and technical information furnished under this Agreement.
- Q. Permit authorized representatives of DEPARTMENT, and Department of Justice,

Office of Justice Programs to make such review of records of COUNTY as may be necessary to satisfy audit and/or program review purposes. A copy of any audit or monitoring report will be made available to COUNTY.

- R. Follow DEPARTMENT's prescribed allotment and expenditure reporting system in accordance with Exhibit A. This system will be used for controlling COUNTY transitional housing funds by DEPARTMENT and to provide suitable records for an audit.
- S. Identify Participants in CIS, including the start and stop date of actual program participation.

V Funds; Invoicing

- A. Exhibit A identifies the County Corrections Transitional Housing Grant funds authorized under this Agreement for the implementation of the Plan during the term of this Agreement.
- B. Beginning three months after execution of the Agreement, and continuing every three months thereafter, COUNTY shall submit an invoice to DEPARTMENT's Authorized Representative for actual cost of expenses incurred for services described in Exhibit A, "Grant Funds". Invoices shall include supporting documentation for all Grant and County match expenditures.
- C. COUNTY may continue to invoice DEPARTMENT until termination of the Agreement or reimbursement of the maximum grant amount has been obtained, whichever occurs first. In no case shall reimbursement exceed the maximum grant amount described in Section G.
- D. DEPARTMENT will submit payment to COUNTY's Authorized Representative identified in Section XIV.
- E. Reallocations of funds within programs as shown in Exhibit A shall require execution of an amendment to this Agreement in accordance with Section XV.
- F. Unauthorized Expenditures. Any grant funds expended for unauthorized purposes will be deducted by DEPARTMENT from payment or refunded to DEPARTMENT upon request.
- G. Maximum Grant Amount. Unless amended, the maximum, not-to-exceed County Corrections Transitional Housing Grant payable to COUNTY under this Agreement is \$101,817. The maximum grant amount may be increased only by written amendment of this Agreement which is signed by all parties and with all required State approvals.

VI Indemnification

- A. To the extent permitted by Article XI, Section 7 of the Oregon Constitution, DEPARTMENT shall indemnify and hold harmless COUNTY and its officers, employees and agents from claims arising from:

1. Injury to any person or damage to property caused by the negligence or other wrongful acts or omissions of DEPARTMENT or DEPARTMENT's officers, employees, or agents; or
 2. Failure of DEPARTMENT to perform or fulfill its responsibilities under this Agreement or any law, through no fault of COUNTY.
- B. To the extent permitted by Article XI, Section 10 of the Oregon Constitution, COUNTY shall indemnify and hold harmless DEPARTMENT and its officers, employees and agents from claims arising from:
1. Injury to any person or damage to property caused by the negligence or other wrongful acts or omissions of COUNTY or COUNTY's officers, employees, or agents; or
 2. Failure of COUNTY to perform or fulfill its responsibilities under this Agreement or any law, through no fault of DEPARTMENT.
- C. Each party's obligations under this Section are subject to limitations imposed by ORS 30.260 to 30.300 and successor statutes. The provisions of this Section are intended to allocate risk between COUNTY and DEPARTMENT. Nothing in this Section is intended to confer any right to indemnity on any other person or entity or to waive any immunity under ORS 30.260 to 30.300 or successor statutes.
- D. The parties will not be required to indemnify the other for any such liability arising out of the wrongful acts of the other's officers, employees or agents.
- E. The obligation of the parties under this Section will survive termination or expiration of this Agreement.

VII Termination

- A. Parties may terminate this Agreement immediately upon written mutual agreement.
- B. Party's Right to Terminate at its Discretion. At its sole discretion, any party to this Agreement may terminate this Agreement for its convenience upon ninety (90) days' prior written notice.
- C. Parties may terminate this Agreement immediately upon written notice if federal or state laws, regulations, or guidelines are modified or interpreted in such a way that DEPARTMENT or COUNTY cannot lawfully perform its obligations under this Agreement.
- D. It is understood and agreed by the parties hereto that this Agreement will remain in force only during its term and will not continue in force after its term. There will be no automatic extension, but this Agreement may be extended only by written consent of the parties hereto.
- E. 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.

VIII Compliance with Applicable Law

- A. Both Parties shall comply with all federal, state and local laws, regulations, executive orders, and ordinances to which each is subject and which is applicable to 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 659A.142; (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 279B.220, 279B.230, 279B.235 and 279B.270, as amended from time to time, which are incorporated by reference herein. All employers, including COUNTY, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. COUNTY shall ensure that each of its subcontractors complies with these requirements.
- B. Nothing in this Agreement shall require COUNTY or DEPARTMENT to act in violation of state or federal law or the Constitution of the State of Oregon.

IX 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 of (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. DEPARTMENT shall reimburse COUNTY for the cost of copies DEPARTMENT requests.

X Survival. All rights and obligations shall cease upon termination or expiration of this Agreement, except for the rights and obligations set forth in Sections VI, VII, VIII, IX, X, and XI.

XI 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. Provided, however, if the claim must be brought in a federal forum, then it will be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no way will this Section or any other provision of this Agreement be construed as a waiver by the DEPARTMENT or the State of Oregon of any form of defense or immunity, including sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States, or otherwise, from any claim or from the jurisdiction of any court.

- XII 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.
- XIII 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.
- XIV Notice.** Except as otherwise expressly provided in this Agreement, any notices between the Parties to be given hereunder shall be given in writing by personal delivery, facsimile, electronic mail, or mailing the same, postage prepaid to COUNTY or ODOC at the address or number set forth below, or to such other addresses or numbers as any Party may indicate pursuant to this section. Any notice so addressed and mailed shall be effective five (5) days after mailing. Any notice delivered by facsimile shall be effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the recipient, or on the next business day, if transmission was outside normal business hours of the recipient. Any notice delivered by electronic mail shall be effective on the day of notification of delivery receipt, if delivery was during normal business hours of the recipient, or on the next business day, if delivery was outside normal business hours of the recipient. Any notice given by personal delivery shall be effective when actually delivered to the Authorized Representatives listed below:

To DEPARTMENT: Ginger Martin, Assistant Director
Transitional Services
Department of Corrections
2575 Center St. NE
Salem, OR 97301
Phone: 503-945-9062
Fax: 503-373-1173
E-mail: ginger.martin@doc.state.or.us

To COUNTY: Joan Copperwheat, Community Corrections Manager
Lane County Community Corrections
185 E. 7th Avenue #300
Eugene, OR 97401
Phone: 541-682-3058
Fax: 541-682-3035
E-mail: Joan.Copperwheat@co.lane.or.us

The Parties may change the persons named in this section by notice to the other Party as provided herein. No amendment to this Agreement is required to make such change.

- XV Amendments Generally.** 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. An Amendment shall become effective only after all parties have signed and all approvals have been obtained.
- XVI 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.

STATE OF OREGON
DEPT. OF CORRECTIONS

LANE COUNTY APPROVALS

Ginger Martin, Assistant Director

Signature

Date

Title

Date

Signature

Title

Date

Signature

Title

Date

Signature

Title

Date

Signature

Title

Date

**Exhibit A
Transitional Housing Budget Summary
Lane County**

Lane	Grant Funds	County Match
10 units transitional housing	\$54,750	\$54,750
.25 FTE corrections tech, .25 mental health specialist, .81FTE PO	\$43,022	\$43,022
Flex funds	\$4,045	
5% for administration		\$5,089
Total	\$101,817	\$102,861

Second Chance Act Grant Funds and Matching Funds Summary

Services to be provided by each county:

New transitional housing capacity
 Pre-release services, reach-in
 Employment services
 Mentoring
 Flex funds for clothing, tools, transportation, medication
 Alcohol and drug treatment
 Mental health treatment
 PO's to provide case management

COUNTY	GRANT FUNDS	MATCHING FUNDS
Multnomah		
29 units of transitional housing	\$304,825	
Mentoring services	\$44,000	
Flex funds	\$24,031	
Alcohol/drug treatment		\$128,170
1 FTE counselor and .5FTE PO		\$155,598
5% for administration		\$18,642
Lane		
5 units transitional housing	\$54,750	
5 units transitional housing		\$54,750
.25 FTE corrections tech, .25 mental health specialist, .81FTE PO	\$43,022	\$43,022
Flex funds	\$4,045	
5% for administration		\$5,089
Clackamas		
10 units transitional housing	\$58,400	
.95 FTE PO for case management and reach-in		\$86,750
Employment Services		\$10,000
Alcohol/drug and mental		\$25,689

health treatment		
Mentoring		\$12,000
Flex funds	\$5,800	
5% for administration		\$3,213
Washington		
9 units of transitional housing	\$56,938	
Mentoring	\$56,938	
Flex funds	\$16,124	
Employment services		\$8,413
Cognitive treatment		\$10,652
.30 FTE PO		\$27,942
Sex offender treatment		\$21,773
Alcohol/drug treatment		\$54,720
5% for administration		\$6,500

STATE	GRANT FUNDS	MATCHING FUNDS
Project Management		\$10,217
Assessments in prison (LSCMI, education)		\$17,916
Release planning		\$44,856
Required travel to national meetings	\$7,620	
Skill-based training in case management for counselors and PO's	\$6,690	\$1,631
Care coordinator (assist persons who may be eligible for state or federal benefits)	\$64,358	