



Deschutes County Board of Commissioners  
1300 NW Wall St., Suite 200, Bend, OR 97701-1960  
(541) 388-6570 - Fax (541) 385-3202 - [www.deschutes.org](http://www.deschutes.org)

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## **AGENDA REQUEST & STAFF REPORT**

**For Board Business Meeting of December 21, 2015**

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*Please see directions for completing this document on the next page.*

**DATE:** December 16, 2015

**FROM:** Wayne Lowry  Finance (541) 388-6559

**TITLE OF AGENDA ITEM:**

Consideration and signature of Resolution #2015-115, appropriating new grants in the Adult Parole & Probation Fund.

**PUBLIC HEARING ON THIS DATE?** NO

**BACKGROUND AND POLICY IMPLICATIONS:**

Consideration of Resolution #2015-115. The Adult Parole & Probation Department was awarded grants totaling \$919,754.

**FISCAL IMPLICATIONS:**

The County will receive an additional \$919,754. This grant funding will provide additional resources not included in the FY 2016 Adopted Budget.

**RECOMMENDATION & ACTION REQUESTED:**

Approval and signature of Resolution #2015-115.

**ATTENDANCE:** Wayne Lowry

**DISTRIBUTION OF DOCUMENTS:**

Wayne Lowry, Finance Department 388-6559  
Ken Hales, Community Justice 317-3115

REVIEWED

LEGAL COUNSEL

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON

A Resolution Appropriating New Grant Funds \*  
to the Deschutes County 2015-2016 Budget \* RESOLUTION NO. 2015-115  
\*

WHEREAS, Deschutes County Adult Parole & Probation will receive new grant revenue totaling \$919,754; and

WHEREAS, these new grant funds need to be appropriated; and

WHEREAS, ORS 294.326(2) allows the appropriation and expenditures of new grant funds designated to specific purposes; now, therefore,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON, as follows:

Section 1. That the following grants be budgeted:

**Revenue**

355-0000-334.35-00	DOC Measure 57	\$ 3,655
355-0000-334.47-00	Justice Reinvestment HB3194	\$ 373,781
355-0000-334.12-00	State Grant	\$ 431,521
355-0000-334.48.00	Family Sentencing	\$ 110,797
<b>TOTAL REVENUE:</b>		<b>\$ 919,754</b>

Section 2. That the following appropriations be made within the 2015-2016 County Budget:

**Expenditures**

Personnel Services:

355-8200-423.12-28	Parole & Probation Officer (1.00 FTE)	\$ 26,500
355-8200-423.12-27	Parole & Probation Specialist (1.00 FTE)	\$ 22,500
355-8200-423.18-07	Management Analyst (1.00 FTE)	\$ 26,697
355-8200-423.21-10	Life/Long Term Disability	\$ 821
355-8200-423.21-50	Health Benefits	\$ 27,692

355-8200-423.22-01	FICA/Medicare	\$ 6,065
355-8200-423.23-01	PERS-Employee/Employer	\$ 12,840
355-8200-423.25-01	Unemployment Insurance	\$ 529
355-8200-423.26-01	Workers Comp Insurance	<u>\$ 21</u>

**TOTAL PERSONNEL SERVICES \$ 123,665**

Materials & Service:

355-8200-423.33-26	Counseling – A & D Treatment	\$ 63,028
355-8200-423.44-70	Client Stabilization	\$ 5,940
355-8200-423.34-46	Electronic Monitoring	\$ 8,580
355-8200-423.50-40	Education & Training	\$ 5,473
355-8200-423.35-01	Interfund Payment	\$ 41,208
355-8200-423.59-14	Client Support Services	\$ 538
355-8200-423.59-20	Grants/Contributions Misc.	<u>\$ 122,300</u>

**TOTAL MATERIALS & SERVICES \$ 247,067**

Transfers Out:

355-8200-491.96-90	Vehicle Replacement/Maintenance	<u>\$ 20,736</u>
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**TOTAL TRANSFERS OUT \$ 20,736**

Capital Outlay:

355-8200-423.92-10	Building Remodel	<u>\$ 68,000</u>
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**TOTAL CAPITAL OUTLAY \$ 68,000**

Contingency:

355-8200-501.97-01	Contingency	<u>\$ 460,286</u>
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**TOTAL CONTINGENCY \$ 460,286**

**TOTAL EXPENDITURES \$ 919,754**

Section 2. That the Finance Director make the appropriate entries in the Deschutes County Budget document to show the above appropriations.

DATED this \_\_\_\_\_ st day of December, 2015.

BOARD OF COUNTY COMMISSIONERS OF  
DESCHUTES COUNTY, OREGON

\_\_\_\_\_  
ANTHONY DEBONE, Chair

ATTEST:

\_\_\_\_\_  
ALAN UNGER, Vice-Chair

\_\_\_\_\_  
Recording Secretary

\_\_\_\_\_  
TAMMY BANEY, Commissioner

## Lacy Nichols

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**From:** Jeanine Faria  
**Sent:** Tuesday, December 15, 2015 11:48 AM  
**To:** Wayne Lowry; Lacy Nichols  
**Cc:** Deevy Holcomb; Ken Hales  
**Subject:** FW: Fund 355 Appropriation/resolution request  
**Attachments:** Appropriation Transfer Request Fund 355.xlsx; DOC5161M5715-17.pdf; CJLetterIntentJRP15-17.pdf; DOC5116SGA15-17.pdf; DOC5280FSAP15-17.pdf

**Importance:** High

Wayne,

A request has been received to prepare a resolution to appropriate additional resources for Fund 355 – Adult Parole & Probation. Please see the attachments for the details.

Thank you.

Jeanine

Deschutes County Finance  
541-385-1411

**From:** Deevy Holcomb  
**Sent:** Tuesday, December 15, 2015 10:31 AM  
**To:** Jeanine Faria  
**Cc:** Ken Hales; Tanner Wark  
**Subject:** Fund 355 Appropriation/resolution request  
**Importance:** High

Jeanine,

Please find attached an appropriation request for new revenue and new expenditures, including 3 new FTE authorized by the BOCC and Tom Anderson at a 12/9/15 BOCC work session.

As supporting documentation, please also find 4 IGA/grant awards associated with the new revenue:

IGA 5161 with Dept. of Corrections for M57 FY 15-17

Letter of Intent from CJC for JRP FY 15-17 (actual IGA is on BOCC 12/21 consent agenda but has been reviewed and approved at 12/9 work session)

IGA 5116 with Dept of Corrections for State Grant in Aid (SB1145) FY15-17

IGA 5280 with Dept of Corrections for Family Sentencing Alternative Pilot Program FY15-17

Let me know if you have questions or need clarification or additional work on our end – I'll respond ASAP.

Thanks!

dh  
Deevy Holcomb  
Juvenile Community Justice  
Management Analyst  
(541) 322-7644 T  
(541) 383-0165 F

REVENUE

Deschutes County

Line Number		Appropriation of New Grant				
Item	(HTE 14 digit code)	Project Code	Description	Current Budgeted Amount	To (From)	Revised Budget
	355-0000-334.35-00	AFOS	DOC Measure 57 (County Correc	230,660	3,655	234,315
	355-0000-334.47-00	20%AAS/80%AFOS	Justice Reinvest HB3194	472,026	373,781	845,807
	355-0000-334.12-00	AFOS	Comm Corrections Grant in Aid (\$	3,218,647	431,521	3,650,168
	355-0000-334.48-00	20%AAS/80%AFOS	Family Sentencing Alternate Pilot	-	110,797	110,797
<b>TOTAL</b>				<b>3,921,333</b>	<b>919,754</b>	<b>4,841,087</b>

APPROPRIATION

Line Number		Category			Description		
Item	(HTE 14 digit code)	Project Code	(Pers, M&S, Cap Out, Contingency)	(Element-Object, e.g. Time Mgmt, Temp Help, Computer Hardware)	Current Budgeted Amount	To (From)	Revised Budget
	355-8200-423.12-28	AFOS	Personnel Services	Parole & Probation Officer	1,498,220	26,500	1,524,720
	355-8200-423.12-27	AFOS	Personnel Services	Probation Specialist	159,379	22,500	181,879
	355-8200-423.18-07	AAS	Personnel Services	Management Analyst	-	26,697	26,697
	355-8200-423.21-10	AFOS	Personnel Services	Life/Long Term Disability	12,597	821	13,418
	355-8200-423.21-50	AFOS	Personnel Services	Health/Dental Insurance	654,032	27,692	681,724
	355-8200-423.22-01	AFOS	Personnel Services	FICA/Medicare	184,868	6,065	190,933
	355-8200-423.23-01	AFOS	Personnel Services	PERS	512,269	12,840	525,109
	355-8200-423.25-01	AFOS	Personnel Services	Unemployment Insurance	12,619	529	13,148
	355-8200-423.26-01	AFOS	Personnel Services	Workers' Compensation	31,500	21	31,521
	355-8200-423.33-26	AFOS	Materials & Services	Counseling-A&D Treatment	45,000	63,028	108,028
	355-8200-423.44-70	AFOS	Materials & Services	Client Stabilization	80,000	5,940	85,940
	355-8200-423.34-46	AFOS	Materials & Services	Electronic Monitoring	290,000	8,580	298,580
	355-8200-423.50-40	AFOS	Materials & Services	Education and Training	2,500	5,473	7,973
	355-8200-423.35-01	ACS	Materials & Services	Community Service	-	41,208	41,208
	355-8200-423.59-14	AFOS	Materials & Services	Client Supp Ind Flex	450	538	988
	355-8200-423.59-20	AAS	Materials & Services	Grants and Contributions	-	122,300	122,300
	355-8200-491.96-90	AAS	Transfers Out-Veh Lease	Purchase vehicle	20,736	20,736	41,472
	355-8200-423.92-10	AAS	Capital Outlay	Building remodel	100	68,000	68,100
	355-8200-501.97-01	AAS	Contingency	Contingency	456,359	460,287	916,646
<b>TOTAL</b>					<b>3,960,629</b>	<b>919,754</b>	<b>4,880,383</b>

See attached grant awards.

Fund:  
 Dept:  
 Requested by:  
 Date:

355
Community Justice
Ken Hales
12/15/2015



# Oregon

Kate Brown, Governor

## Criminal Justice Commission

885 Summer St NE  
Salem, OR 97301-5022  
TEL: 503 378-4830  
FAX: 503 378-4861

November 23, 2015

Michael Schmidt  
Executive Director

Tanner Wark  
Deschutes County  
63360 Britta Street Building 2  
Bend, OR 97701

COMMISSIONERS:  
Daryl Larson  
Chairman  
Sen. Lloyd Prizanski  
Rep. Andy Olson  
Walter Beylao  
Rob Hoyett  
Mark Eddy  
Greg Hazzarabedian  
Kiki Parker-Race  
Lee Aycox-Prelowski  
\*Non-Voting

Dear Tanner:

This letter serves as the official **Grant Award Letter** for your **2015-17 Justice Reinvestment Grant** from the Criminal Justice Commission (CJC). The CJC received 15 grant applications by the expedited deadline. The evaluation of your application is complete and the CJC Commissioners approved awards and guidelines for CJC staff to commence with the awarding process.

This grant period will run from July 1, 2015 – June 30, 2017. Funding for the grants will be through state funds.

Generally the proposals requested assistance to increase opportunities for downward departures, STTL, and meeting offender needs for successful rehabilitation.

- Risk and needs assessment for services
- Case planning to address the specific risk, need, responsivity, and dosage
- Reach-in services
- Re-entry programs
- Housing assistance
- Jail beds for swift and certain sanctions
- Local jail treatment programs

**Please read the following very carefully as it contains important and time sensitive information.**

The amount of your award eligibility was determined in accordance with the formula used to distribute baseline funding under ORS 423.483.

After the applications were evaluated by CJC staff and the Community Based Victims Advisory Panel, they were advanced to the Grant Review Committee. On November 12<sup>th</sup>, the Grant Review Committee approved your application to be moved forward to the Commissioners. On November 23<sup>rd</sup>, the CJC Commissioners approved your award as follows:

Program Funding:	\$ 1,517,273
10% Victims Funding:	\$ 174,399
Total Funding Award:	\$ 1,691,672

The CJC will disburse the grant funds in two installments, the first no later than February 1, 2016, and the second no later than October 1, 2016. **The Year 1 award amount will be \$ 845,836.**

### **NEXT STEPS IN ACCEPTING THIS AWARD**

1. Please sign and return **two original copies** via U.S. mail service to CJC **as soon as possible**.
2. CJC management will then sign the Grant Award Agreements and return a fully executed copy to you for your files.

### **ADDITIONAL GRANT REQUIREMENTS/INFORMATION**

#### **QUARTERLY PROGRESS REPORTS**

Grantees are required to submit quarterly **Progress Reports**. Your Grant Analyst will provide the template for Progress Reporting by Tuesday, December 22, 2015. Deadline details for these reports will be listed in the Grant Award Agreement.

#### **PROOF OF INSURANCE**

Successful Grantee(s) must provide all required proofs of insurance within fourteen 14 calendar days of receipt of Grant Award Letter. Failure to provide the required documents within the fourteen 14 calendar-day period may result in Application rejection. Applicants are encouraged to consult their insurance agent(s) about the insurance requirements contained in Exhibit C of the Grant Award Agreement.

#### **AWARD DECISIONS & PERFORMANCE MEASURES**

The **Criminal Justice Commissioners** make **final** award decisions. CJC may negotiate the program performance measures and other components of the Award. Performance measures will include outcome measures as proposed in its Application and the criteria as outlined in OAR 213-060-0060 (including but not limited to reduction of prison utilization). In the event that mutually agreeable terms cannot be reached within a reasonable time period, as judged by CJC, then CJC reserves the right to cancel the award with the Grantee.

#### **SUBAWARD CONTRACTS/AGREEMENTS**

CJC reserves the right to obtain copies of all of our grantees' sub award contracts/agreements. As a grantee you are responsible to flow down all requirements your agreement with CJC to your sub awardees.

If you have additional questions please do not hesitate to contact your Grant Analyst, Madeleine Dardeau at [Madeleine.E.Dardeau@oregon.gov](mailto:Madeleine.E.Dardeau@oregon.gov) or (503) 378-6374.

Sincerely,



Paul Egbert

Operations Manager  
Criminal Justice Commission  
885 Summer Street NE  
Salem, OR 97301-2524



INTERGOVERNMENTAL AGREEMENT #5280  
BETWEEN THE STATE OF OREGON AND DESCHUTES COUNTY  
("Agreement")

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This Agreement is between the State of Oregon acting by and through its Department of Corrections, hereafter called DEPARTMENT, and Deshutes 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 as authorized by ORS 423.475 to 423.565;

Whereas, the Legislative Assembly of Oregon enacted legislation establishing shared responsibility between county corrections programs and the DEPARTMENT 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, section 1, Chapter 830, Oregon Laws 2015, was passed by the 2015 Legislature to implement a program designed to divert qualified offenders who have primary custody of a minor child at the time of the offense from prison to probation for the purposes of promoting reunification of families, preventing children from entering the foster care system, holding offenders accountable, and authorizing DEPARTMENT to make grants to counties to provide funding;

Whereas, the DEPARTMENT will administer distribution of grants to counties;

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

## **I DEFINITIONS**

- A. Amendment: Any change to this Agreement that alters the terms and conditions of the Agreement, excluding the Duration of the Agreement. Plan Modifications are NOT Amendments.
- B. Case Management Application (CMA) Case Plan: A dynamic document created collaboratively with an offender that specifically identifies the offender’s evidence-based assessed risk and needs, accompanied by risk reduction strategies and plans of action, with timelines.
- C. Corrections Information System (CIS): A DEPARTMENT software program containing a data base of information about inmates in prison and on probation, parole and post-prison supervision;
- D. County Corrections: All COUNTY agencies and officials who carry out the responsibilities in ORS 423.478(2)(a)-(f).
- E. Family Sentencing Alternative Program (FSAP) Grant: Grant(s) made by DEPARTMENT to assist COUNTY in the implementation and operation of the Plan.
- F. Family Sentencing Alternative Program Plan (Plan): A document developed by the COUNTY in collaboration with the DEPARTMENT which describes COUNTY’s approach to providing effective interventions designed to promote reunification of families, prevent children from entering the foster care system, and hold offenders accountable for program participants under COUNTY supervision. The Family Sentencing Alternative Program Plan (FSAP) Plan is described in Exhibit A, County Plan and Budget Summary.
- G. FSAP Plan Budget Summary: A budget submitted by COUNTY and approved by DEPARTMENT which identifies personnel, materials, services and funding COUNTY will use to implement the Plan. COUNTY’s Budget Summary is described in Exhibit A.
- H. FSAP Participant Flag: CIS Code for which COUNTY must use to identify the Participants with their program.

- I. Participant: An offender, under supervision of the COUNTY and enrolled in the program.
- J. Plan Modification: A written change or alteration to the Plan promulgated by COUNTY modifying the Plan; or the Duration of the Agreement.
- K. Sanctions: A response to Participant violations of conditions of the program.
- L. Supervisory Authority: The local corrections official or officials designated 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 423.520.

### B. Duration

This Agreement will become effective on **January 1, 2016** and will remain in effect until **June 30, 2017** or until terminated according to Section XI (*Termination*).

## III PLAN; PLAN MODIFICATIONS

- A. The Plan must be received and approved by DEPARTMENT before disbursements of funds described in Section VIII can be made to COUNTY.
- B. Plan Modifications: COUNTY and DEPARTMENT agree that the Plan must remain a flexible instrument capable of responding to unforeseen needs and requirements. 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 modification or the need for an amendment within a 30 calendar day period after DEPARTMENT receives the Plan Modification.
- 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.
- D. Plan Modifications shall become effective upon the date the Plan Modification is approved in writing by the DEPARTMENT.

## IV 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.

## V DUTIES AND RESPONSIBILITIES OF COUNTY

- A. COUNTY shall assume administrative responsibility to provide services as outlined in the Plan.
- B. COUNTY shall incorporate the principles described below into the Plan:

1. Work collaboratively with the Oregon Department of Human Services (ODHS) in a multi-disciplinary team process to promote the reunification of families, prevent children from entering the foster care system, and hold offenders accountable.
2. Consult with ODHS to determine appropriateness for entry into the FSAP program.
3. Treatment programs shall be evidence-based and gender specific to the gender being served. Evidence-based programs are delivered consistent with the findings in research about what works best to reduce recidivism.
4. Assessment which is standardized, objective, and comprehensive shall be used to prioritize programming and interventions, as well as, determine criminal risk factors. Assessments of risk shall be based on actuarial risk assessment tools.
5. Rules, requirements and expectations for Participants, including consequences for success and for failure are made formal and clear by an authority figure.
6. An individual Case Management Plan shall be developed for each Participant including the most relevant evidence based case management which may include additional conditions including but not limited to geographic restrictions, vocational training, parenting classes, alcohol and drug and/or mental health treatment, life skills, etc.
7. Supervision will be conducted using the most relevant evidenced based case management including but not limited to: Gender specific and general risk/need assessment, case planning, Parole/Probation officer (PO) led cognitive behavioral interventions (i.e., EPICS, Carey Guides), evidenced based parenting, mental health, alcohol/drug and cognitive programming, all programming should be evidenced based and include gender specific components.
8. Treatment shall be based on cognitive and behavioral interventions and social learning approaches. Treatment programs shall be of sufficient length and intensity to produce stable behavior changes based on replacing old patterns of thinking and behaving and learning and practicing new skills for avoiding drug use and criminal behavior.
9. Contact standards will be at a higher rate than that of typical offenders and will involve a minimum of two PO contacts a month with the offender and their children in the home. As the primary case manager, the PO will be responsible to coordinate additional contacts made by a ODHS worker, and/or any other program service provider such as mentors, health care provider, or in-home service provider. Frequency of contact may decrease as Participant progresses in achieving CMA case plan goals. In addition, offenders will be required to submit logs outlining daily routines, family time, and activities such as playtime, reading with children a minimum of twenty minutes per day, homework assistance, and pro-social events. Collateral contacts will include local multi-disciplinary teams focused on the FSAP including community corrections, local department of human services, and other service providers.
10. The Plan shall utilize a system of graduated Sanctions and incentives which are swift and sure and which encourage program goals while holding Participants accountable for non-compliance behaviors.
11. Weekly random drug testing shall occur, however frequency may decrease as Participant progresses in achieving CMA case plan goals. There shall be a consequence for this or any other rule violation, but that consequence shall not

automatically result in withdrawal from the program. Sanctions shall be administered in a manner that is mindful of the impact on the children and families.

12. Programs shall include relapse prevention planning and comprehensive transition planning so that participants are more likely to adjust to changes in living situations.
  13. Addictions treatment programs must be licensed by the State of Oregon to provide addictions treatment.
- C. COUNTY shall incorporate the following data requirements in the Plan:
1. COUNTY will utilize the FSAP Participant Flag.
  2. The start and stop date of any treatment programming relevant to participation in the FSAP, as well as program exit code, will be entered into the CIS Treatment Module.
  3. Numbers of hours in treatment programming designed to promote family reunification and/or reduce recidivism.
- D. COUNTY will 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 CIS in a complete, accurate, and timely manner. 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.
- E. COUNTY will 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. A copy of any audit or monitoring report will be made available to COUNTY.
- F. COUNTY will follow DEPARTMENT's prescribed allotment and expenditure reporting system in accordance with Exhibit A. This system will be used for controlling County Corrections FSAP Grant funds by DEPARTMENT and to provide suitable records for an audit.
- G. If funding from DEPARTMENT is reduced or discontinued by legislative action, COUNTY will not be required to increase use of COUNTY revenue for continuing or maintaining corrections services as set out in this Agreement.

## **VI DEPARTMENT RESPONSIBILITIES**

- A. Participate according to this Agreement.
- B. Provide funding as described in Section VIII of this Agreement.
- C. Furnish or make available to COUNTY, in a timely manner, those rules, administrative directives and procedures required for COUNTY to meet its obligations described herein.
- D. 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.

- 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. DEPARTMENT will provide technical assistance to COUNTY in implementing and evaluating COUNTY's Plan.
- G. DEPARTMENT will work collaboratively with COUNTY and ODHS to implement a Plan, which may include data transfers for purposes of preparing the statutorily required legislative report and collaborative case management.
- H. DEPARTMENT will automate the FSAP Participant Flag.

## **VII PERFORMANCE GOALS**

Plans funded under this Agreement will be evaluated by the DEPARTMENT for program effectiveness. Goals for the evaluation are to determine if:

- A. Children are successfully diverted from entering the foster care system and/or families are reunified.
- B. Prison bed usage is reduced.
- C. Recidivism is reduced.
- D. Participants show evidence of improved community functioning: Improved community functioning will be measured by successful completion of the program and through the existing community corrections performance measures outlined in other intergovernmental agreements that COUNTY is party to (i.e., successful completion of supervision, employment, payment of restitution and/or community service work).
- E. Treatment programs are evidence-based. Those designed to reduce recidivism will be evaluated using the Corrections Program Checklist.
- F. Any other identified program goals.

## **VIII FUNDS**

- A. Exhibit A identifies the FSAP Grant Funds authorized under this Agreement for the implementation of the Plan during the term of this Agreement.
- B. Payment to COUNTY of the entire amount of Grant funds will be made within 15 days after execution of this Agreement, subject to the conditions set forth in subsection G of this Section.
- C. Both parties agree that all reallocations of funds within programs shall require a Plan Modification.
- D. Unexpended Funds: Fund balances remaining after the budget year or expiration of the Agreement may be retained by the COUNTY, upon approval by DEPARTMENT, for the provision of on-going supervision, correctional services, and Sanctions in accordance with the Plan.
- E. Unauthorized Expenditures: Any Grant Funds (defined below) disbursed to COUNTY that are expended for unauthorized purposes, or any unexpended Funds not retained by COUNTY under Section VIII.D, will be deducted by DEPARTMENT from payment or refunded to DEPARTMENT promptly upon DEPARTMENT's written request, which is in no case later than 15 days after DEPARTMENT's written request.

- F. **Maximum Grant Amount.** Grant funds are based upon COUNTY's Application for FSAP Funds. Unless amended, the maximum, not-to-exceed FSAP Grant payable to COUNTY under this Agreement is **\$221,594.83** (the "Grant Funds"). 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.
- G. Disbursement of Grant Funds under this Agreement is contingent on DEPARTMENT receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow DEPARTMENT, in the exercise of its reasonable administrative discretion, to make the disbursement.

## **IX NONCOMPLIANCE**

- A. The Assistant Director of Community Corrections or the Assistant Director's designee of the Community Corrections Division shall review COUNTY's compliance with this Agreement. COUNTY must substantially comply with the provisions of the Plan received by DEPARTMENT and this Agreement.

If, upon review, DEPARTMENT determines that there are reasonable grounds to believe that COUNTY is not in substantial compliance with the Agreement or Plan, the Department may pursue all remedies available to it at law or equity, including without limitation suspending COUNTY's participation in the FSAP program or, to the extent allowed by law, withholding the amount of any misexpended Grant Funds under this Agreement from moneys payable by the DEPARTMENT to COUNTY under other grant programs. Substantial compliance will include but is not limited to oversight of case management interventions and strategies, collaborative relationships, maintenance of contact standards, and/or standards of evidence-based treatment programs as required in Section V.B., as well as OAR Chapter 291-031.

## **X INDEMNIFICATION.** See Exhibit B.

## **XI TERMINATION**

- A. Parties Right to Terminate at its Discretion. At its sole discretion, any party to this Agreement may terminate this Agreement for its convenience upon 30 days' prior written notice.
- B. 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.
- C. 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.
- D. 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 Agreement 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.
- E. It is understood and agreed by the parties hereto that this Agreement will automatically terminate if the State of Oregon provides no funding. If there is reduced state funding, COUNTY may terminate the Agreement as described herein.

## **XII COMPLIANCE WITH APPLICABLE LAW**

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. 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.

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.

## **XIII ACCESS TO RECORDS**

For not less than six (6) 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 six 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.

## **XIV SURVIVAL**

All rights and obligations shall cease upon termination or expiration of this Agreement, except for the rights and obligations set forth in Sections IV, X, XI, XII, XIII, XIV, and XV.

## **XV GOVERNING LAW; JURISDICTION; VENUE**

The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement. Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

## **XVI 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.

## **XVII 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.



**EXHIBIT A**  
**FSAP PLAN and BUDGET SUMMARY**  
**DESCHUTES COUNTY**  
**(To be attached upon signature and return of Agreement by County)**

**EXHIBIT B  
INDEMNIFICATION  
DESCHUTES COUNTY**

**Contribution**

If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which the State is jointly liable with the County (or would be if joined in the Third Party Claim ), the State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the County in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the County on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the State on the one hand and of the County on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

With respect to a Third Party Claim for which the County is jointly liable with the State (or would be if joined in the Third Party Claim), the County shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the State in such proportion as is appropriate to reflect the relative fault of the County on the one hand and of the State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the County on the one hand and of the State on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The County's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

**Alternative Dispute Resolution**

The parties should attempt in good faith to resolve any dispute arising out of this Agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the Agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

**Indemnification by Subcontractors**

County shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of County's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims.

## **Subcontractor Insurance Requirements**

### **GENERAL.**

County shall require its first tier contractor(s) that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before the contractors perform under contracts between County and the contractors (the "Subcontracts"), and ii) maintain the insurance in full force throughout the duration of the Subcontracts. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to the Department. County shall not authorize contractors to begin work under the Subcontracts until the insurance is in full force. Thereafter, County shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. County shall incorporate appropriate provisions in the Subcontracts permitting it to enforce contractor compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating the Subcontracts as permitted by the Subcontracts, or pursuing legal action to enforce the insurance requirements. In no event shall County permit a contractor to work under a Subcontract when the County is aware that the contractor is not in compliance with the insurance requirements. As used in this section, a "first tier" contractor is a contractor with which the county directly enters into a contract. It does not include a subcontractor with which the contractor enters into a contract.

### **TYPES AND AMOUNTS.**

#### **PROFESSIONAL LIABILITY**

Professional Liability Insurance covering any damages caused by an error, omission or negligent act related to the services to be provided under the Subcontract, with limits not less than \$2,000,000, as determined by the Agency:

"TAIL" COVERAGE. If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Subcontract, for a minimum of 24 months following the later of : (i) the contractor's completion and County's acceptance of all services required under the Subcontract or, (ii) the expiration of all warranty periods provided under the Subcontract. Notwithstanding the foregoing 24-month requirement, if the contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the contractor may request and Department may grant approval of the maximum "tail " coverage period reasonably available in the marketplace. If Department approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

NOTICE OF CANCELLATION OR CHANGE. The contractor or its insurer must provide 30 days' written notice to County before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

CERTIFICATE(S) OF INSURANCE. County shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the Subcontract. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.

## DESCHUTES COUNTY DOCUMENT SUMMARY

(NOTE: This form is required to be submitted with ALL contracts and other agreements, regardless of whether the document is to be on a Board agenda or can be signed by the County Administrator or Department Director. If the document is to be on a Board agenda, the Agenda Request Form is also required. If this form is not included with the document, the document will be returned to the Department. Please submit documents to the Board Secretary for tracking purposes, and not directly to Legal Counsel, the County Administrator or the Commissioners. In addition to submitting this form with your documents, please submit this form electronically to the Board Secretary.)

Please complete all sections above the Official Review line.

**Date:** December 4, 2015    **Department:** Community Justice/Adult Parole & Probation

**Contractor/Supplier/Consultant Name:** State of Oregon/Dept. of Corrections

**Contractor Contact:** Denise Sitrler    **Contractor Phone #:** 503-378-5876

**Type of Document:** IGA # 5280 (Deschutes Doc # 2015-736)

**Goods and/or Services:** Specialized probation supervision and services by an Adult Parole & Probation Officer (PPO) in collaboration with the regional Department of Human Services (DHS) for offenders who are selected by the District Attorney's office for a downward departure sentence (diversion from prison to probation for a conviction that would otherwise have included a prison or jail sentence) who have physical custody of a minor child.

**Background & History:** The state of Oregon departments of Human Services and Corrections were authorized by House Bill 3503 during the 2015 session to conduct a 10-year pilot program to combine correctional and dependency approaches to accountability and family preservation/reunification with offenders with minor children. Deschutes County was selected as a pilot county. The county is submitting its formal program plan to DOC by December 15, 2015 which will be attached to this IGA as Exhibit A once the plan and this IGA are signed and agreed to by county and state.

**Agreement Starting Date:** January 1, 2016

**Ending Date:** June 30, 2017

**Annual Value or Total Payment:** \$221,594.83

Insurance Certificate Received (check box)

Insurance Expiration Date: N/A

Check all that apply: N/A

RFP, Solicitation or Bid Process

Informal quotes (<\$150K)

Exempt from RFP, Solicitation or Bid Process (specify – see DCC §2.37)

**Funding Source:** (Included in current budget?     Yes     No

If **No**, has budget amendment been submitted?     Yes     No **In progress.**

**Is this a Grant Agreement providing revenue to the County?**     Yes     No

Special conditions attached to this grant: Incorporate principles into plan identified in this IGA section V, utilize an identified offender "flag" in the Department of Corrections' offender database, and provide data upon request to the Department of Correction. Additionally county must provide by December 15<sup>th</sup> the insurance certifications of any contracted provider conducting activities in support of this grant.

Deadlines for reporting to the grantor: Upon request.

If a new FTE will be hired with grant funds, confirm that Personnel has been notified that it is a grant-funded position so that this will be noted in the offer letter:  Yes  No

Contact information for the person responsible for grant compliance:

Name: Denise Sitler

Phone #: (503) 378-5867

**Departmental Contact and Title:** Deevy Holcomb, Management Analyst  
**Phone #: 541-322-7644**

**Department Director Approval:**  12.5.15  
Signature Date

**Distribution of Document:** Who gets the original document and/or copies after it has been signed? Include complete information if the document is to be mailed.

---

**Official Review:**

County Signature Required (check one):  BOCC  Department Director (if <\$25K)

Administrator (if >\$25K but <\$150K; if >\$150K, BOCC Order No. \_\_\_\_\_)

Legal Review \_\_\_\_\_ Date \_\_\_\_\_

Document Number \_\_\_\_\_



# Oregon

Kate Brown, Governor

Department of Corrections  
General Services Division  
**Purchasing and Contracts Unit**  
3601 State Street, Suite 280  
Salem, OR 97301-5780  
(503) 378-5874 PHONE  
(503) 371-3161 FAX  
Tamera.A.Bowser@doc.state.or.us



October 9, 2015

Deschutes County Community Corrections  
63360 Britta Street Bldg. 2  
Bend OR 97701

Via email: [ken.hales@co.deschutes.or.us](mailto:ken.hales@co.deschutes.or.us)

**RE: CONTRACT #5161 (M57)**

## NOTICE TO PROCEED

Attached for your records is a fully-executed electronic copy of **Contract #5161** that is now in effect with the Oregon Department of Corrections.

This Notice to Proceed authorizes commencement of services in accordance with terms and conditions described in the executed copy of Intergovernmental Agreement #5161, between the State of Oregon, Department of Corrections, and Deschutes County Community Corrections.

Sincerely,

*Tami Bowser*

Procurement and Contracts

Attachment  
cc: Denise Sitler, Contract Administrator/File



INTERGOVERNMENTAL AGREEMENT #5161  
BETWEEN THE STATE OF OREGON AND DESCHUTES COUNTY

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This Agreement is between the State of Oregon acting by and through its Department of Corrections, hereafter called DEPARTMENT, and Deschutes 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 as authorized by ORS 423.475 to 423.565;

Whereas, the Legislative Assembly of Oregon enacted legislation establishing shared responsibility between county corrections programs and the DEPARTMENT 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, Oregon Laws 2008, chapter 14 (Measure 57) was passed by voters of the State of Oregon increasing sentences for certain drug trafficking and theft crimes, requiring addiction treatment for certain offenders at risk of reoffending, and authorizing DEPARTMENT to make grants to counties to provide supplemental funding;

Whereas, supplemental funds have been made available to counties for treatment of drug-addicted persons, in accordance to OAR Chapter 291, Division 31;

Whereas, supplemental funds are made available to counties based on a formula that matches the COUNTY's percentage share of community corrections grant-in-aid funds;

Whereas, the DEPARTMENT will administer distribution of grants to counties;

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

## I DEFINITIONS

- A. Amendment: Any change to this Agreement that alters the terms and conditions of the Agreement, excluding the Duration of the Agreement. Plan Modifications are NOT Amendments.
- B. Budget Summary: A budget submitted by COUNTY and approved by DEPARTMENT which identifies personnel, materials, services and funding COUNTY will use to implement the Plan. COUNTY's Intervention Budget Summary is described in Exhibit A.
- C. 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.
- D. Corrections Information System (CIS): Statewide Evaluation and Information System: The Corrections Information Systems (CIS) including the Offender Profile System (OPS), the Integrated Supervision Information (ISIS), Case Management for Institutions (CMI), Offender Management System (OMS), Offender Information System (OIS), Interstate Compact Offender Tracking System (ICOTS), and related case management modules.

- E. County Corrections: All COUNTY agencies and officials who carry out the responsibilities in ORS 423.478(2)(a)-(f).
- F. County Corrections Intervention Grant: Grant(s) made by DEPARTMENT to assist COUNTY in the implementation and operation of the Plan.
- G. County Intervention Plan (Plan): A document developed by the COUNTY and approved by the DEPARTMENT which describes COUNTY's approach to providing effective interventions for drug addicted offenders under COUNTY supervision. The County Intervention Plan is described in Exhibit A, County Intervention Plan and Budget Summary.
- H. Intervention: A response to Participant compliance of conditions of the Plan.
- I. Participant: An offender, under supervision of the COUNTY and enrolled in the Plan.
- J. Plan Modification: A written change or alteration to the Plan promulgated by COUNTY modifying the Plan; or the Duration of the Agreement.
- K. Sanctions or Structured Sanctions: A response to offender violations of conditions of supervision that uses custody units.
- L. Supervisory Authority: The local corrections official or officials designated in each COUNTY by that COUNTY's Board of County Commissioners or county court to operate corrections supervision services, custodial facilities or both.
- M. Texas Christian University (TCU) Assessment Tool: The Texas Christian University Assessment tool, to be used on Participants in COUNTY program, mandated by the DEPARTMENT.

## II AUTHORITY AND DURATION

### A. Authority

This Agreement is entered into pursuant to the provisions of ORS 423.520.

### B. Duration

This Agreement will become effective on **July 1, 2015** and will remain in effect until **June 30, 2017** or until terminated according to Section XI (*Termination*).

## III PLAN; PLAN MODIFICATIONS

- A. The Plan must be received and approved by DEPARTMENT before disbursements of funds described in Section VIII can be made to COUNTY.
- B. Plan Modifications: COUNTY and DEPARTMENT agree that the Plan must remain a flexible instrument capable of responding to unforeseen needs and requirements. 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 modification or the

need for an amendment within a 30 calendar day period after DEPARTMENT receives the Plan Modification.

- 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.
- D. Plan Modifications shall become effective upon the date the Plan Modification is approved in writing by the DEPARTMENT.

#### **IV 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.

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

- A. COUNTY shall assume administrative responsibility to provide services as outlined in the Plan.
- B. COUNTY shall incorporate the principles described below into the Plan:
  - 1. Treatment programs shall be evidence-based. Evidence-based programs are delivered consistent with the findings in research about what works best to reduce recidivism.
  - 2. Assessment which is standardized, objective, and comprehensive shall be used to prioritize treatment, determine criminal risk factors, and to determine the proper level of care. Assessments of risk shall be based on actuarial risk assessment tools.
  - 3. Rules, requirements and expectations for Participants, including consequences for success and for failure are made formal and clear by an authority figure.
  - 4. An individual case plan shall be developed for each Participant. The case plan shall include criminal risk factors in addition to addiction that will be addressed in treatment.
  - 5. Treatment program design shall address issues of motivation. Treatment options shall be available for Participants consistent with their assessed stage of change.
  - 6. Treatment shall be based on cognitive and behavioral interventions and social learning approaches. Treatment programs shall be of sufficient length and intensity to produce stable behavior changes based on replacing old patterns of thinking and behaving and learning and practicing new skills for avoiding drug use and criminal behavior.

7. The Plan shall utilize a system of graduated Sanctions and incentives which are swift and sure and which encourage recovery goals while holding Participants accountable for non-compliance behaviors.
  8. Weekly random drug testing shall occur, however frequency may decrease as Participant progresses. There shall be a consequence for this or any other rule violation, but that consequence shall not automatically result in withdrawal from treatment. Sanctions shall be administered in a manner to assure longer stays in treatment which are associated with good outcomes.
  9. Co-ed treatment shall be avoided if possible.
  10. Programs shall include relapse prevention planning and comprehensive transition planning so that participants are more likely to adjust to the next level of care or change in living situation.
  11. Addictions treatment programs must be licensed by the State of Oregon to provide addictions treatment.
- C. COUNTY shall incorporate the following data requirements:
1. COUNTY will identify Participants through the indicating 'Y' under the M57 Tx data field, located in the Treatment Module.
  2. The start and stop date of the actual program participation, as well as program exit code, will be entered into the CIS Treatment Module
  3. Program Participants will be assessed for level of severity of addiction, using the Texas Christian University assessment tool (available at no cost), and enter corresponding data as determined by DEPARTMENT.
- D. COUNTY will 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 CIS in a complete, accurate, and timely manner. 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.
- E. COUNTY will 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. A copy of any audit or monitoring report will be made available to COUNTY.
- F. COUNTY will follow DEPARTMENT's prescribed allotment and expenditure reporting system in accordance with Exhibit A. This system will be used for controlling County Corrections Intervention Grant funds by DEPARTMENT and to provide suitable records for an audit.

- G. If funding from DEPARTMENT is reduced or discontinued by legislative action, COUNTY will not be required to increase use of COUNTY revenue for continuing or maintaining corrections services as set out in this Agreement.

## **VI DEPARTMENT RESPONSIBILITIES**

- A. Participate according to this Agreement.
- B. Provide funding as described in Section VIII of this Agreement.
- C. Furnish COUNTY, in a timely manner, those rules, administrative directives and procedures required for COUNTY to meet its obligations described herein.
- D. 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.
- 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. DEPARTMENT will provide technical assistance to COUNTY in implementing and evaluating COUNTY's Plan.

## **VII PERFORMANCE GOALS**

Interventions funded under this Agreement will be evaluated by the DEPARTMENT for treatment effectiveness. Goals for the evaluation are to determine if:

- A. Treatment programs are evidence-based, as evaluated by the Corrections Program Checklist.
- B. Recidivism is reduced: Participants will recidivate at lower rates than similar untreated offenders.
- C. Participants reduce drug use: Results of random urinalysis will be analyzed.
- D. Participants show evidence of improved community functioning: Improved community functioning will be measured by successful completion of the program and through the existing community corrections performance measures (successful completion of supervision, employment, payment of restitution and/or community service work).

## VIII FUNDS

- A. Exhibit A identifies the County Corrections Intervention Grant funds authorized under this Agreement for the implementation of the Plan during the term of this Agreement.
- B. Payment to COUNTY will be made within 15 days after execution of this Agreement.
- C. Both parties agree that all reallocations of funds within programs shall require a Plan Modification.
- D. **Unexpended Funds:** Fund balances remaining after the budget year or expiration of the Agreement may be retained by the COUNTY, upon approval by DEPARTMENT, for the provision of on-going supervision, correctional services, and sanctions in accordance with the Plan.
- E. **Unauthorized Expenditures:** Any grant funds disbursed to COUNTY that are expended for unauthorized purposes, or any Unexpended Funds not retained by COUNTY under Section VIII.E, will be deducted by DEPARTMENT from payment or refunded to DEPARTMENT promptly upon DEPARTMENT's written request and no later than 15 days after DEPARTMENT's written request.
- F. **Maximum Grant Amount.** Grant funds are based upon COUNTY's Application for Supplemental Funds. Unless amended, the maximum, not-to-exceed County Corrections Intervention Grant payable to COUNTY under this Agreement is \$468,631. 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.
- G. Disbursement of Grant Funds under this agreement is contingent on DEPARTMENT receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow DEPARTMENT, in the exercise of its reasonable administrative discretion, to make the disbursement.

## IX NONCOMPLIANCE

- A. The Assistant Director of Community Corrections or the Assistant Director's designee of the Community Corrections Division shall review COUNTY's compliance with this Agreement. COUNTY must substantially comply with the provisions of the Plan received by DEPARTMENT and this Agreement.

If, upon review, DEPARTMENT determines that there are reasonable grounds to believe that COUNTY is not in substantial compliance with the Agreement or Plan, including but not limited to standards of evidence-based treatment programs as required in Section V.B.1, DEPARTMENT and COUNTY shall proceed in accordance with OAR Chapter 291-031, to reach compliance or, if compliance is not obtained, to suspend funding.

## X INDEMNIFICATION. See Exhibit B.

## **XI TERMINATION**

- A. Parties Right to Terminate at its Discretion. At its sole discretion, any party to this Agreement may terminate this Agreement for its convenience upon 30 days' prior written notice.
- B. 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.
- C. 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.
- D. 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.
- E. It is understood and agreed by the parties hereto that this Agreement will automatically terminate if the State of Oregon provides no funding. If there is reduced state funding, COUNTY may terminate the Agreement as described herein.

## **XII COMPLIANCE WITH APPLICABLE LAW**

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. 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.

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.

## **XIII ACCESS TO RECORDS**

For not less than six (6) 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.

**XIV SURVIVAL**

All rights and obligations shall cease upon termination or expiration of this Agreement, except for the rights and obligations set forth in Sections IV, X, XI, XII, XIII, XIV, and XV.

**XV GOVERNING LAW; JURISDICTION; VENUE**

The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement. Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

**XVI 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.

**XVII 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.

**XVIII 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: Jeremiah Stromberg, Assistant Director  
Community Corrections Division  
Department of Corrections  
2575 Center St. NE  
Salem, OR 97301  
Telephone: 503-945-8876  
Fax: 503-373-7810  
E-Mail: Jeremiah.P.Stromberg@doc.state.or.us

To COUNTY: Ken Hales, Director  
Deschutes Co Community Corrections  
63360 Britta Street Bldg 2  
Bend OR 97701  
Phone: (541) 385-3246  
Fax: (541) 385-1804  
Email: [ken.hales@co.deschutes.or.us](mailto:ken.hales@co.deschutes.or.us)

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

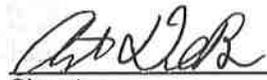
**XIX MERGER; INTEGRATION**

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

DESCHUTES COUNTY APPROVALS

  
Jeremiah Stromberg, Assistant Director

 2 SEPT 15  
Signature

**Anthony DeBone, Chair**  
Deschutes County Board of Commissioners

10/2/15  
Date

Title Date

Reviewed by the  
Oregon Attorney General's Office:

/s/ Keith Kutler per email dated 5/19/15  
Assistant Attorney General

**Exhibit A**  
**County Intervention Plan and Budget Summary**  
**DESCHUTES COUNTY**

**Deschutes County M57 15/17 Utilization Plan**

- The population being served; again it would be helpful for you to indicate if these funds are being used solely for your drug court population.
  - Deschutes County M57 program will continue with the same objectives for the coming biennium. Our population continues to be M57 eligible offenders who have drug addiction. The program will run similarly to the prior biennium, however, we intend to team this program with the division's JRP program. The M57 PO will work delivering intensive supervision to the M57 population through treatment and services. The division will be attempting a dosage model with the M57 program. There are two PO FTE that are funded with the M57 funds.
  
- The treatment programs being used and the intensity and duration that have been designed into your approach.
  - We continue to contract with same treatment provider as we have in the past couple of biennium. We will have meetings to assess the program's completion rate and determine any operational changes would increase the completion rate as well as continued sobriety post treatment.
  
- The types of sanctions that are available and what you see being utilized as well as any existing rewards/reinforcers used to motivate the offenders to succeed.
  - Deschutes County will continue to use a variety of sanctions for this program, which include, increased reporting, placement on the random UA program, electronic monitoring, work crew and jail sanctions. The division provides rewards when appropriate, such as, bus passes, and decreased reporting.
  
- What collaborations exist between you and your local criminal justice partners or what partnerships have been created since the original implementation of your M57 Supplemental Fund program.
  - The division works with our local treatment provider and clean and sober housing programs to provide services for this population. Those offenders who qualify may also be eligible to receive housing through the division JRP program.

## 2015-2017 M57 Supplemental Funds Intervention Program Budget Summary

Program Expenses (please be detailed)	13-15 M57 Supplemental Funds Carryover	15-17 M57 Supplemental Funds	Other State Funds	County/Local Funds	Total
<b>A. Supervision Related Personnel Costs</b>  Salaries and wages (include position FTE and type)  2 Parole and Probation Officers  Payroll taxes and benefits		230,251  128,380	  18,242		376,873
<b>B. Materials and Services</b>  Random UA program			5,000		5,000
<b>C. Treatment Provider and/or Contracted Professional Services</b> <u>Drug Treatment with Pfeifer.</u>		100,000			100,000
<b>D. Sanction Costs (by type)</b>  <b>Electronic Monitoring Device</b>		10,000			10,000
<b>E. Capital Outlay and Start- Up Costs</b>					
<b>Total</b>		468,631	23,242		491,873

**EXHIBIT B  
INDEMNIFICATION  
DESCHUTES COUNTY**

**Contribution**

If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which the State is jointly liable with the County (or would be if joined in the Third Party Claim), the State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the County in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the County on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the State on the one hand and of the County on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

With respect to a Third Party Claim for which the County is jointly liable with the State (or would be if joined in the Third Party Claim), the County shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the State in such proportion as is appropriate to reflect the relative fault of the County on the one hand and of the State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the County on the one hand and of the State on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The County's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

**Alternative Dispute Resolution**

The parties should attempt in good faith to resolve any dispute arising out of this agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

### **Indemnification by Subcontractors**

County shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of County's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims.

### **Subcontractor Insurance Requirements**

#### **GENERAL.**

County shall require its first tier contractor(s) that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before the contractors perform under contracts between County and the contractors (the "Subcontracts"), and ii) maintain the insurance in full force throughout the duration of the Subcontracts. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to Agency. County shall not authorize contractors to begin work under the Subcontracts until the insurance is in full force. Thereafter, County shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. County shall incorporate appropriate provisions in the Subcontracts permitting it to enforce contractor compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating the Subcontracts as permitted by the Subcontracts, or pursuing legal action to enforce the insurance requirements. In no event shall County permit a contractor to work under a Subcontract when the County is aware that the contractor is not in compliance with the insurance requirements. As used in this section, a "first tier" contractor is a contractor with which the county directly enters into a contract. It does not include a subcontractor with which the contractor enters into a contract.

#### **TYPES AND AMOUNTS.**

##### **PROFESSIONAL LIABILITY**

Professional Liability Insurance covering any damages caused by an error, omission or negligent act related to the services to be provided under the Subcontract, with limits not less than \$2,000,000, as determined by the Agency:

"TAIL" COVERAGE. If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Subcontract, for a minimum of 24 months following the later of: (i) the contractor's completion and County's acceptance of all Services

required under the Subcontract or, (ii) the expiration of all warranty periods provided under the Subcontract. Notwithstanding the foregoing 24-month requirement, if the contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the contractor may request and Agency may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If Agency approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

**NOTICE OF CANCELLATION OR CHANGE.** The contractor or its insurer must provide 30 days' written notice to County before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

**CERTIFICATE(S) OF INSURANCE.** County shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the Subcontract. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.

*Excutel.*  
*12/10/15.*

**INTERGOVERNMENTAL AGREEMENT #5116  
BETWEEN THE STATE OF OREGON AND DESCHUTES COUNTY**

This Agreement is between the State of Oregon acting by and through its Department of Corrections, hereafter called DEPARTMENT, and Deschutes 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 as authorized by ORS 423.475 to 423.565;

Whereas, the Legislative Assembly of Oregon enacted legislation establishing shared responsibility between county corrections programs and the Department 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 impose 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) - (f) assigns responsibility for all offenders on probation, parole, post-prison supervision and those offenders sentenced or revoked for periods of one year or less, and on conditional release to COUNTY;

Whereas, ORS 137.545 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 the mutual promises, terms and conditions hereinafter provided, agree to the following:

## I. DEFINITIONS

- A. **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.
- B. **Budget Summary**: The part of the County Corrections Plan that reflects the amount of County Corrections Grant funds granted by DEPARTMENT to COUNTY to implement the programs in the Plan. The Budget Summary is attached to this Agreement as Exhibit A.
- C. **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.
- D. **County Corrections**: All County agencies and officials who carry out the responsibilities in ORS 423.478(2)(a)-(f).
- E. **County Corrections Plan (Plan)**: A document developed by the Local Public Safety Coordinating Councils and adopted by COUNTY's governing body pursuant to ORS 423.525 and 423.535 and received by DEPARTMENT's director or designee.
- F. **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.
- G. **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.
- H. **Sanctions or Structured Sanctions**: A response to offender violations of conditions of supervision that uses custody units.
- 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), Offender Management System (OMS), Offender Information System (OIS), Interstate Compact Offender Tracking System (ICOTS), and related case management modules.
- J. **Supervisory Authority**: The local corrections official or officials designated in each COUNTY by that 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 423.520.

### **B. Duration**

This Agreement will become effective on **July 1, 2015** and will remain in effect until **June 30, 2017** or until terminated according to Section X, Termination.

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

**A. Community Corrections Plan:** COUNTY will create a community corrections plan meeting the requirements of ORS 423.525 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. The Plan must be received and approved by DEPARTMENT before disbursements can be made by COUNTY.

**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. 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 modification or the need for an amendment within a 30 calendar day period after DEPARTMENT receives the Plan Modification.

**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**

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.

**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 will 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, Board of Parole and Post-Prison Supervision, and Local Supervisory Authority 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: substantial compliance with treatment requirements.
  - 4. Provide Reparation to Victims and Community
    - a. Indicator: the percentage of restitution and compensatory fines collected, owed to victims.
    - b. Indicator: the percentage of community service hours provided by offenders on supervision.
- D. Except as otherwise provided by the DEPARTMENT's rules or orders, COUNTY will 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 in accordance with the rules and practices of the Board of Parole and Post-Prison supervision.

**E. COUNTY will follow the Oregon Administrative Rules (OAR's) applicable to community corrections, including but not limited to the following:**

- 1. Computerized Information System Access and Security OAR 291-005-0005 through 291-005-0075.**
- 2. Case Transfer, OAR 291-019-0100 through OAR 291-019-0160.**
- 3. Searches, OAR 291-028-0100 through OAR 291-028-0115.**
- 4. Community Corrections Programs, OAR 291-031-0005 through OAR 291-031-0360.**
- 5. Pre-sentence Investigation, OAR 291-038-0005 through 291-038-0060.**
- 6. Structured, Intermediate Sanctions OAR 291-058-0010 through OAR 291-058-0070.**
- 7. Short-term Transitional Leave, OAR 291-063-005 through 291-063-0060.**
- 8. Records Management, OAR 291-070-0100 through OAR 291-070-0140.**
- 9. Community Case Management, OAR 291-078-0005 through OAR 291-078-0031.**
- 10. Admission, Sentence Computation and Release, OAR 291-100-0005 through OAR 291-100-0160.**
- 11. Interstate Compact, OAR 291-180-0106 through OAR 291-180-0275.**
- 12. Sex Offenders, Special Provisions, OAR 291-202-0010 through 291-202-0130.**
- 13. Active and Inactive Probation, OAR 291-206-005 through 291-206-0030.**
- 14. Earned Discharge, OAR 291-209-0010 through 291-209-0070.**
- 15. Dangerous Offenders, OAR Chapter 255, Divisions 36 and 37.**
- 16. Release to Post-Prison Supervision or Parole and Exit Interviews, OAR Chapter 255, Division 60.**
- 17. Conditions of Parole and Post-Prison Supervision, OAR Chapter 255, Division 70.**
- 18. Procedures for Response to Parole and Post-Prison Supervision Condition Violations for Offenders Under the Jurisdiction of the Board of Parole and Post-Prison Supervision or Local Supervisory Authority, OAR Chapter 255, Division 75.**
- 19. Active and Inactive Parole and Post-Prison Supervision, OAR Chapter 255, Division 94.**
- 20. Archiving, OAR Chapter 166.**

**F. COUNTY will 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.
- G. COUNTY will 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 Corrections Information System in a complete, accurate, 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 will permit authorized representatives of DEPARTMENT to make such review of records of COUNTY as may be necessary to satisfy audit or program review purposes. A copy of any audit or monitoring report will be made available to COUNTY.
- I. COUNTY will 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 for controlling County Corrections Grant funds by DEPARTMENT and to provide suitable records for an audit. COUNTY will make available to the DEPARTMENT copies of its annual audit report required by ORS 297.425.
- J. If funding from DEPARTMENT is reduced or discontinued by legislative action, COUNTY will not be required to increase use of COUNTY revenue for continuing or maintaining corrections services as set out in this Agreement. If funding is reduced below the amount set out in ORS 423.483, the County may elect to terminate pursuant to Section X, below.
- K. COUNTY will participate in Offender Profile System (OPS), the Integrated Supervision Information System (ISIS), Offender Management System (OMS), Offender Information System (OIS), and the Interstate Compact Offender Tracking System (ICOTS). COUNTY will enter and keep current information on offenders under supervision in the Law Enforcement Data System (LEDS) Enter Probation Record (EPR) System.
- L. COUNTY will retain responsibility for cases transferred to and accepted by another state under the terms of the Interstate Compact for Adult Offender Supervision, an agreement among states to provide supervision services for Parole, Post-Prison, and Probation Offenders that relocate to other states per ORS 144.610 and OAR 291-180-0106 through 291-180-0275.

- M. COUNTY will comply with ORS 182.515-182.525. Programs identified by the Community Corrections Commission and receiving any state grant funds shall be evidence based. Evidence based programs are delivered consistent with the findings in research about what works best to reduce recidivism.

## **VI. DEPARTMENT RESPONSIBILITIES**

- A. DEPARTMENT will furnish COUNTY, in a timely manner, those procedures, directives, records, documents and forms required for COUNTY to meet its obligations.
- B. 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. 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.
- C. 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.
- D. 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.
- E. 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 County Corrections Grant funds.
- F. DEPARTMENT grants to COUNTY continual access to DEPARTMENT computer 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 will provide support for additional activities. DEPARTMENT will provide timely notification and technical assistance when changes are made that impact applicable restriction on the software, if any. If COUNTY uses DEPARTMENT's data circuits or network connections to access a third party Jail Management system, the

terms of the attached Exhibit B apply. If DEPARTMENT determines that COUNTY has not complied with the terms of Exhibit B, DEPARTMENT may immediately suspend COUNTY access to DEPARTMENT's computer system.

- G. DEPARTMENT's Community Corrections Division will administer the provisions of the Interstate Compact for Adult Offender Supervision, an agreement among states to provide supervision services for Parole, Post-Prison, and Probation Offenders that relocate to other states per ORS 144.610 and OAR 291-180-0106 through 291-180-0275.
- H. DEPARTMENT will provide technical assistance to COUNTY in implementing and evaluating COUNTY's Plan.
- I. DEPARTMENT will provide technical assistance to COUNTY on changes in Oregon Statutes and Oregon Administrative Rules.

## **VII. FUNDS**

- A. The Budget Summary, Exhibit A, lists the County Corrections Grant funds authorized under this Agreement for the implementation of the Plan during the term of this Agreement.
- B. The Plan and Intergovernmental agreement (IGA) must be received by the DEPARTMENT from the COUNTY. After receipt of both the Plan and IGA, DEPARTMENT will authorize payments to the COUNTY as scheduled in this Section VII.
- C. The first payment to COUNTY will occur as soon as possible after the DEPARTMENT's budget is legislatively approved and implemented and quarterly thereafter.
- D. The DEPARTMENT will disburse to COUNTY one eighth of the County Correction Grant Funds authorized under this Agreement within 15 days of each of the following dates; 7/1/15, 10/1/15, 1/1/16, 4/1/16, 7/1/16, 10/1/16, 1/1/17, and 4/1/17.

DEPARTMENT's obligation to disburse County Correction Grant Funds is subject to satisfaction, on the date of each disbursement, of each of the following conditions:

1. COUNTY is in compliance with all terms and conditions of this Agreement;
2. This Agreement has not been terminated; and

3. DEPARTMENT has received funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to make the disbursement.
- E. Both parties agree that all reallocations of funds between or within programs shall require a Plan Modification, except that COUNTY may reallocate up to ten percent of funds in any budget category in the approved Plan between or within programs without a Plan Modification. COUNTY shall notify DEPARTMENT in writing of such reallocation within 30 days after making the reallocation.
- F. Unexpended Funds: Fund balances remaining at the termination of this agreement may be retained by the COUNTY, upon approval by the DEPARTMENT, for the provision of on-going supervision, correctional services, and sanctions in accordance with the Plan.
- G. Supervision fees collected by COUNTY will 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.
- H. Unauthorized Expenditures: Any County Corrections Grant Funds expended for unauthorized purposes will be deducted by DEPARTMENT from payment or refunded to DEPARTMENT upon request.
- I. For purposes of the delivery of field corrections services, DEPARTMENT recognizes COUNTY as an ongoing partner for all County Corrections appropriations provided by the State of Oregon Legislature according to ORS 423.475 to 423.565.
- J. Funding for Sexually Violent Dangerous Offenders: Funding for the intensive supervision of offenders designated as sexually violent dangerous offenders by the Court or Board of Parole and Post-Prison Supervision is limited to the amount appropriated for this specific program.
- K. In the event that the County retains funds to spend in the next biennium under Subsection VII(F), then Subsections VII (D)-(G) and (I)-(J) will survive termination or expiration of this Agreement.

## **VIII NONCOMPLIANCE**

- A. The Assistant Director of Community Corrections or the Assistant Director's designee 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 the intergovernmental agreement or 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 County complies as required.
- C. In the event that a dispute arises, COUNTY may appeal to the Director of the Department of Corrections.

**IX INDEMNIFICATION See Exhibit C**

**X TERMINATION**

- A. 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.
- 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. If COUNTY chooses to discontinue participation as described in ORS 423.483(2), COUNTY may terminate participation at the end of any month by delivery of a resolution of the Board of Commissioners to the DEPARTMENT's Director or the Director's designee not less than 180 calendar days before the termination date. Termination will occur only at the end of a month.
- D. If COUNTY terminates participation, the following will apply:
  - 1. The responsibility for correctional services transferred to COUNTY and the remaining portion of financial aid will revert to DEPARTMENT.

2. In no case does responsibility for supervision and provision of correctional services to misdemeanor offenders revert to DEPARTMENT.

E. It is understood and agreed by the parties hereto that this Agreement will automatically terminate if the State of Oregon fails to provide any funding. If there is reduced state funding as described in ORS 423.483, County may terminate the Agreement as described herein.

## **XI COMPLIANCE WITH APPLICABLE LAW**

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 made applicable to this Agreement and incorporated herein by this reference. 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.

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.

## **XII ACCESS TO RECORDS**

For not less than six (6) 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. DEPARTMENT shall reimburse COUNTY for the cost of copies DEPARTMENT requests.

**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 IV, IX, X, XI, XII, XIII, and XIV.

**XIV GOVERNING LAW; JURISDICTION; VENUE**

The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement. Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

**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.

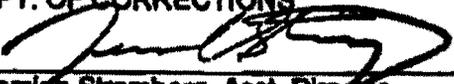
**XVI EXECUTION AND COUNTERPARTS**

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.

STATE OF OREGON  
DEPT. OF CORRECTIONS

  
Jeremiah Stromberg, Asst. Director

Date

12/10/15

DESCHUTES COUNTY  
BOARD OF COMMISSIONERS

  
Chair

Date

23 SEPT 15

DOJ Legal Sufficiency Approval *Kath Kuller per email dated 3/9/15*

**EXHIBIT A**

**BUDGET SUMMARY**  
**(to be added by DEPARTMENT after**  
**COUNTY submission of the County Corrections Plan)**

**Deschutes County  
2015-2017 Community Corrections Budget Summary**

<b>Program Name</b>	<b>Grant in Aid Fund</b>	<b>Release Subsidy Fund</b>	<b>Other Funds and Fees</b>	<b>Total</b>
Administration and Support	\$1,602,654		\$634,241	\$2,236,895
Batterer Intervention / Family Violence (Felony)	\$928,245			\$928,245
Sex Offender (Felony)	\$986,581			\$986,581
Street Crimes (Felony)	\$3,110,047		\$1,682,468	\$4,792,515
Mental Health (Felony)	\$262,244			\$262,244
Casebank (Felony)	\$286,644			\$286,644
Sex Offender & BIP Treatment (Felony)			\$150,000	\$150,000
Substance Abuse Treatment (Felony)	\$60,000		\$100,000	\$160,000
Sex offender (Misd)			\$385,190	\$385,190
Domestic Violence Deferred Sentencing Program (Misd)			\$346,262	\$346,262
Sex Offender & BIP Treatment (Misd)			\$25,800	\$25,800
Substance Abuse Treatment (Misd)	\$30,000			\$30,000
Community Service			\$98,948	\$98,948
Electronic Monitoring	\$44,162		\$1,002,376	\$1,046,538
Transitional Housing Scholarship Program	\$9,778	\$32,733	\$72,000	\$114,511
COG / MRT			\$230,000	\$230,000
Custodial Beds	\$3,830,950			\$3,830,950
<b>Total</b>	<b>\$11,231,285</b>	<b>\$32,733</b>	<b>\$4,727,285</b>	<b>\$15,991,303</b>

## **EXHIBIT B**

### **TO INTERGOVERNMENTAL AGREEMENT #5116**

#### **NETWORK ACCESS BY COUNTY**

1. COUNTY Jail users will be permitted to use existing DEPARTMENT data circuits to access third party systems. Access is permitted for Jail Management system application users only. COUNTY Jail users will not be permitted to use DEPARTMENT circuits for video conferencing, Real Audio, Internet access, applications that require large amounts of bandwidth, or other Jail Management Software Online Service or System unless approved by DEPARTMENT. COUNTY Jail users will be permitted to use DEPARTMENT's data circuits for video image transmissions using a NIST standard (available from DEPARTMENT upon request).
  - A. All network traffic covered by this agreement will employ TCP/IP network protocols.
  - B. DEPARTMENT will continue its policy of only providing one router to each county. This means that if COUNTY's jail and Parole and Probation office are located in separate buildings, COUNTY will be responsible for providing a connection between the two buildings.
2. COUNTY understands and acknowledges that DEPARTMENT is subject to the public records provision of ORS 192.410 through 192.505 and other applicable laws and administrative rules which establish uniform guidelines and procedures for the release of information from DEPARTMENT's computer system.

**EXHIBIT C  
INDEMNIFICATION  
DESCHUTES COUNTY**

**Contribution**

If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which the State is jointly liable with the County (or would be if joined in the Third Party Claim ), the State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the County in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the County on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the State on the one hand and of the County on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

With respect to a Third Party Claim for which the County is jointly liable with the State (or would be if joined in the Third Party Claim), the County shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the State in such proportion as is appropriate to reflect the relative fault of the County on the one hand and of the State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the County on the one hand and of the State on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The County's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

### **Alternative Dispute Resolution**

The parties should attempt in good faith to resolve any dispute arising out of this agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

### **Indemnification by Subcontractors**

County shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of County's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims.

### **Subcontractor Insurance Requirements**

#### **GENERAL**

County shall require its first tier contractor(s) that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before the contractors perform under contracts between County and the contractors (the "Subcontracts"), and ii) maintain the insurance in full force throughout the duration of the Subcontracts. The Insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to Agency. County shall not authorize contractors to begin work under the Subcontracts until the insurance is in full force. Thereafter, County shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. County shall incorporate appropriate provisions in the Subcontracts permitting it to enforce contractor compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating the Subcontracts as permitted by the Subcontracts, or pursuing legal action to enforce the insurance requirements. In no event shall County permit a contractor to work under a Subcontract when the County is aware that the contractor is not in compliance with the insurance requirements. As used in this section, a "first tier" contractor is a contractor with which the county directly enters into a contract. It does not include a subcontractor with which the contractor enters into a contract.

## **TYPES AND AMOUNTS**

### **PROFESSIONAL LIABILITY**

Professional Liability Insurance covering any damages caused by an error, omission or negligent act related to the services to be provided under the Subcontract, with limits not less than \$2,000,000, as determined by the Agency:

**"TAIL" COVERAGE** If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Subcontract, for a minimum of 24 months following the later of : (i) the contractor's completion and County 's acceptance of all Services required under the Subcontract or, (ii) the expiration of all warranty periods provided under the Subcontract. Notwithstanding the foregoing 24-month requirement, if the contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the contractor may request and Agency may grant approval of the maximum "tail " coverage period reasonably available in the marketplace. If Agency approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

**NOTICE OF CANCELLATION OR CHANGE** The contractor or its Insurer must provide 30 days' written notice to County before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

**CERTIFICATE(S) OF INSURANCE** County shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the Subcontract. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.