

CLACKAMAS COUNTY SHERIFF

Sheriff Angela Brandenburg

Jesse Ashby, Undersheriff Michael Copenhaver, Undersheriff Jenna Morrison, Undersheriff

September 28, 2023

BCC Agenda Date/Item: _____

Board of County Commissioners Clackamas County

Approval of an Intergovernmental Agreement with the Oregon Department of Corrections for Parole & Probation Services Funding. Agreement value is \$13,962,806 for 2 years. Funding is through the Oregon Department of Corrections. No County General Funds are involved.

Previous Board Action/Review	Briefed at Issues 09/26/2023		
Performance	Ensure safe, healthy and secure communities.		
Clackamas			
Counsel Review	Andrew Naylor	Procurement Review	No
Contact Person	Nancy Artmann	Contact Phone	503-785-5012

EXECUTIVE SUMMARY: An approved IGA outlining CCSO's Biennial Plan for the GIA funding is required. The Biennial Plan details how the GIA funding is budgeted to the various programs throughout CCSO's Parole & Probation Division and how the GIA funds will be spent to help to further achieve CCSO's priorities and goals for the FY23-25 biennium. The Local Public Safety Coordinating Council (LPSCC) approved the Biennial Plan for submission to the State on September 11, 2023.

RECOMMENDATION: Staff recommends approval of this IGA and subsequently, the FY23-25 CCSO Biennial Plan regarding GIA funding between CCSO and the DOC.

Respectfully submitted,

angela Beendenburg_

Sheriff Brandenburg

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INTERGOVERNMENTAL AGREEMENT #6523 BETWEEN THE STATE OF OREGON AND Clackamas COUNTY

This Intergovernmental #6523 (Agreement) is between the State of Oregon acting by and through its Department of Corrections, hereafter called DEPARTMENT, and CLACKAMAS 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. <u>Amendment:</u> 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. <u>Budget Summary</u>: 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. <u>Community Corrections Manager</u>: 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. <u>County Corrections</u>: All County agencies and officials who carry out the responsibilities in ORS 423.478(2)(a)-(f) and the activities of carrying out those responsibilities.
- E. <u>County Community Corrections Plan or Plan</u>: 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. <u>County Community Corrections Plan Modification</u>: 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. <u>County Community Corrections Grant</u>: 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 adults on supervision.
- H. <u>Adult on Supervision (AOS)</u>: Any person under supervision who is on parole, post-prison supervision, transitional leave, work release, local control, and/or probation status.
- I. <u>Sanctions or Structured Sanctions</u>: A response to adult on supervision violations of conditions of supervision that uses custody units.

- J. <u>Statewide Evaluation and Information System</u>: 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.
- K. <u>Supervisory Authority</u>: 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, ORS 423.530 and 423.535.

B. Duration

This Agreement will become effective on **July 1, 2023** and will remain in effect until **June 30, 2025** or until terminated according to Section X, captioned TERMINATION.

III. PLAN; PLAN MODIFICATIONS

- A. County Community Corrections Plan: COUNTY will create a County Community Corrections Plan meeting the requirements of ORS 423.525 outlining the basic structure of supervision, services, and local sanctions to be applied to adults on supervision sentenced or convicted of felonies, designated drug-related misdemeanors, or designated person misdemeanors and on supervision in the county. The Plan consists of program descriptions and budget allocations and is included by this reference 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 arrest, conviction, or incarceration for a new crime within three years from initial admission to probation.
 - b. Indicator: recidivism, as measured by arrest, conviction, or incarceration for a new crime within three years from first release to parole/post-prison supervision.
 - 2. Enforce Court, Board of Parole and Post-Prison Supervision, and Local Supervisory Authority Orders:
 - a. Indicator: the percentage of positive case closures for adults on parole/post-prison supervision.
 - b. Indicator: the percentage of positive case closures for adults on probation.
 - 3. Assist Offenders to Change:
 - a. Indicator: employment rates for adults on supervision.
 - b. Indicator: substantial compliance with treatment requirements.
 - 4. Provide Reparation to Victims and Community

Contracts Reviewed ESM

- a. Indicator: the percentage of restitution and compensatory fines collected, owed to victims.
- b. Indicator: the percentage of community service hours provided by adults 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 291-019-0225.
 - 3. Community Corrections Programs, OAR 291-031-0005 through OAR 291-031-0360.
 - 4. Pre-sentence Investigation, OAR 291-038-0005 through 291-038-0050.
 - 5. Structured, Intermediate Sanctions OAR 291-058-0010 through OAR 291-058-0070.
 - 6. Short-term Transitional Leave, OAR 291-063-0100 through 291-063-0140.
 - 7. Records Management, OAR 291-070-0100 through OAR 291-070-0140.
 - 8. Community Case Management, OAR 291-078-0005 through OAR 291-078-0031.
 - 9. Admission, Sentence Computation and Release, OAR 291-100-0005 through OAR 291-100-0160.
 - 10. Interstate Compact, OAR 291-180-0106 through OAR 291-180-0275.
 - 11. Sex Offenders, Special Provisions, OAR 291-202-0010 through 291-202-0130.
 - 12. Active and Inactive Probation, OAR 291-206-005 through 291-206-0030.
 - 13. Earned Discharge, OAR 291-209-0010 through 291-209-0070.
 - 14. Dangerous Offenders, OAR Chapter 255, Divisions 36 and 37.
 - 15. Release to Post-Prison Supervision or Parole and Exit Interviews, OAR Chapter 255, Division 60.
 - 16. Conditions of Parole and Post-Prison Supervision, OAR Chapter 255, Division 70.

- 17. 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.
- 18. Active and Inactive Parole and Post-Prison Supervision, OAR Chapter 255, Division 94.
- 19. 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 Statewide Evaluation and Information Systems 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 all of the systems that comprise the Statewide Evaluation and Information Systems. COUNTY will enter and keep current information on adults on 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 adults on supervision 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 committee described in ORS 423.150 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 to 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 the DEPARTMENT's 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 the DEPARTMENT's system, COUNTY will provide support for additional activities. DEPARTMENT will provide timely notification and technical assistance when changes are made that impact applicable restrictions 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 adults on parole, under post-prison supervision, and on probation 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 this fully executed Agreement must be received by the DEPARTMENT from the COUNTY. After receipt of both the Plan and the executed Agreement, 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; 7/1/23, 10/1/23, 1/1/24, 4/1/24, 7/1/24, 10/1/24, 1/1/25, and 4/1/25.

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 DEPARTMENT, 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 County Community Corrections 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 County Community Corrections 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 previously collected by COUNTY will be used to offset costs of supervising the probation, parole, post-prison supervision or other supervised release.
- H. Unauthorized Expenditures: Any County Corrections Grant Funds expended for unauthorized purposes will be deducted by DEPARTMENT from subsequent payments under this Agreement 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: After receipt and review of an invoice from the COUNTY, DEPARMENT will reimburse

COUNTY at the daily rate established by the DEPARTMENT for the intensive supervision of adults on supervision designated as sexually violent dangerous offenders by the Court or Board of Parole and Post-Prison Supervision only from the amount specifically appropriated for the increased level of supervision of such adults on supervision.

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 biennially 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 DEPARMENT and this Agreement.
- B. If, upon review, DEPARTMENT determines that there are reasonable grounds to believe that COUNTY is not in substantial compliance with this Agreement or 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 COUNTY shall comply with the contribution, ADR, subcontractor indemnity and subcontractor insurance requirements set forth in 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 Amendment.
- 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 this 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.

- C. If COUNTY chooses to discontinue participation in the Plan as described in this Agreement and 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 date on which COUNTY intends to discontinue its participation. Termination of COUNTY participation may occur only at the end of a month. This Agreement will terminate on the same date that COUNTY discontinues its participation in the Plan.
- D. If COUNTY terminates participation, the following will apply:
 - 1. The responsibility for correctional services transferred to COUNTY and any unused County Corrections Grant funds will revert to DEPARTMENT.
 - 2. The responsibility for supervision of and provision of correctional services to misdemeanor offenders does not revert to DEPARTMENT under any circumstances except those of adults on supervision convicted of designated drug-related misdemeanors or designated person misdemeanors.
- 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 is 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 or termination, 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 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 (6) years following the Agreement expiration or termination date or (ii) the date on which all litigation regarding this Agreement is resolved. COUNTY agrees that full access to DEPARTMENT will be provided in preparation for and during litigation and that copies of applicable records shall be made available upon request and payment by DEPARTMENT for the COUNTY's cost to produce the copies.

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, whether 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 CLACKAMAS COUNTY BOARD OF COMMISSIONERS

Jeremiah Stromberg, Asst. Director

Date

Date

Chair

Approved for Legal Sufficiency Oregon Attorney General's Office:

<u>/s/ Sam Zeigler per email dated 5/4/21</u> Assistant Attorney General Approved as to form:

09/20/2023 Assistant County Counsel

IGA #6523 Clackamas County

EXHIBIT A

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



HERIF

Justice, Accountability, and Reintegration

2023 -2025 BIENNIAL PLAN



TABLE OF CONTENTS

Vision, Mission, and Values	3
Biennial Plan Cover Sheet	4
Local Public Safety Coordinating Council (LPSCC) Support	5
Organizational Updates	6
Organizational Chart	7
Parole and Probation Division Overview	8
Transitional Services Overview	9
Improving People's Access to Community-Based Treatment, Supports, and Services (IMPACTS)	10
Jail Program	11
Community Service	12
Victim Services	13
Program Descriptions	14
Budget Summary	27



VISION

Conserving safety in our communities through responsiveness, partnerships, and innovation.

MISSION

The mission of the Clackamas County Sheriff's Office is to provide public safety services to the people of Clackamas County so they can experience a safe and secure community.

VALUES

Courage • Dedication • Integrity • Professionalism • Respect

A Tradition of Service Since 1845

Clackamas County 2023-2025 Community Corrections Biennial Plan

Department of Corrections			For Office Use Only
3723 Fairview Industrial Drive SE			
Salem, Oregon 97310		Date Received:	
Address: 1024 Main Street,			
Phone: 503-655-8745	Fax: 503-650-8942		
Community Corrections Dire	- .		
Address: 1024 Main Street,	C P		
Phone: 503-655-8717	Fax: 503-650-8942	Email: Malcolmmcd@	clackamas.us
Sheriff: Angela Brandenburg	g		
Address: 2223 Kaen Road	Oregon City, OR 97045		
Phone: 503-785-5000	Fax: 503-785-5190	Email: Angiebran@cla	ickamas.us
Jail Manager: Captain Lee I	Eby		
Address: 2203 Kaen Rd. Or	egon City, OR 97045		
Phone: 503-722-76760	Fax: 503-785-5190	Email: Leeeby@clacka	amas.us
Supervisory Authority: Sher	iff Angela Brandenburg		
Address: 2223 Kaen Road	Oregon City, OR 97045		
Phone: 503-785-5000	Fax: 503-785-5190	Email: Angiebran@cla	ickamas.us
Supervisory Authority:			
Address:			
Phone:	Fax:	Email:	
LPSCC Contact: Captain M	alcolm McDonald		
Address: 1024 Main Street	Oregon City, OR 97045		
Phone: 503-655-8717	Fax: 503-650-8942	Email: Malcolmmcd@	clackamas.us
	Ī	<u> Biennial Budget</u>	
	State Grant-in-Aid I		\$13,962,806
	DOC M57 Supplemental Fund:		\$712,500 \$849,527
	CJC Justice Reinvestment Grant: CJC Treatment Court Grant:		-
County General Fund:			\$11,064,663
Supervision Fees:			-
Biennial Carryover (GIA, M57, FSAPP):		\$1,940,195	
Other Fees:			-
Other State or Federal Grant:		eral Grant:	\$883,556
Other:			\$1,078,872
<u>Total:</u>			\$30,562,157



Local Public Safety Coordinating Council Director Malcolm McDonald, Chair Vacant, Vice-Chair

September 11th, 2023

Clackamas County Board of Commissioners Public Services Building 2051 Kaen Road Oregon City, Oregon 97045-4035

Dear Commissioners:

The Clackamas County Local Public Safety Coordinating Council is pleased to submit the Clackamas County Sheriff's Office Biennial Plan for 2023-2025. The Plan was reviewed and unanimously approved by members today.

The Plan details Clackamas County Sheriff's Office priorities for Clackamas County in the upcoming biennium and provides a comprehensive review of all programs. The goal of Community Corrections funding is to create a continuum of services and sanctions for adult offenders focusing on evidence-based practices.

Sincerely,

ale ula

Malcolm McDonald Chair, Clackamas County Local Public Safety Coordinating Council



ORGANIZATIONAL UPDATES

2022 saw a merger between the **Clackamas County Community** Corrections Department and the **Clackamas County Sheriff's Office** (CCSO). Prior to the merger County Corrections was a County Department managed by the Sheriff's Office. Field Services is now the Parole and Probation Division within CCSO, and the Transition Center, Pre-Trial, and Residential Services have all moved within the Jail Division under the unifying title of Transitional Services. These Divisions are overseen by Captain Malcolm McDonald and Captain Lee Eby, respectively.

The reorganization has created new efficiencies in operations and presented some exciting opportunities to collaborate broadly across the public safety space. The alignment of CCSO Divisions combined with strong partnerships with Clackamas County Behavioral Health and several community based organizations has created a unified effort to increase community safety and reduce justice involvement, especially with those suffering from mental health or substance use disorders.

Under the leadership of Sheriff Angela Brandenburg all programs within Parole and Probation and Transitional Services are poised to improve community safety in the next biennium.

LEADERSHIP



Sheriff Angela Brandenburg



Malcolm McDonald CAPTAIN, PAROLE & PROBATION



Jenna Morrison

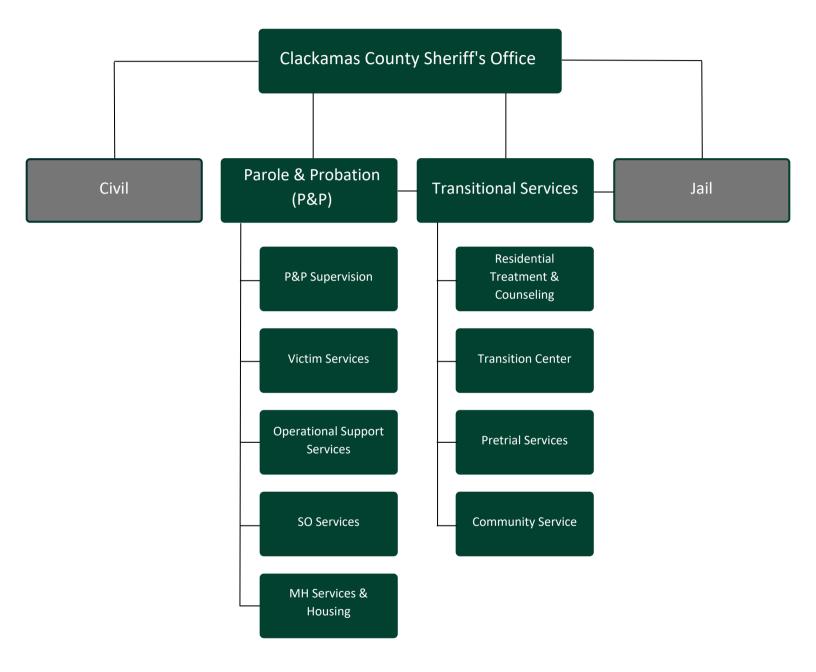
UNDERSHERIFF, JUSTICE, ACCOUNTABILITY & REINTEGRATION



Lee Eby CAPTAIN, JAIL



ORGANIZATIONAL CHART





PAROLE AND PROBATION DIVISION OVERVIEW

The Parole and Probation Division provides community supervision for almost 2,000 individuals in Clackamas County, the third-most populous county in the state. Most caseloads are organized by crimetype, including General (person, property, and drug related) crimes, Domestic Violence, and Sexual Offenses. The average number of individuals supervised on these caseloads range from 50-60 cases per Parole and Probation Officer.

The division also provides specialized supervision for gang-involved individuals, sex traffickers, and victims of sex trafficking, and enhanced supervision for highrisk individuals who fail to engage or respond to conventional interventions and services. Specialized supervision is also provided for individuals based on responsivity factors, such as mental health needs.

To ensure the Parole and Probation Division remains efficient and effective, individuals assessed to be medium or high risk to reoffend using a validated risk and need instrument are prioritized in active supervision and resource allocation. In line with evidence-based practices endorsed by the Oregon Department of Corrections, all Parole and Probation Officers have been trained in the use of risk assessment and behavior change plans designed to target criminogenic needs associated with recidivism for the use of cognitive-behavioral interventions and referrals for community-based treatment. SHERIPA P C C C MASCOS

TRANSITIONAL SERVICES OVERVIEW

Transitional Services - which encompasses Residential Treatment and Counseling, Pre-Trial Services, and the Transition Center - represents a multi-system approach to enhancing public safety in Clackamas County.

Pre-Trial Services operates at the front end of the justice system, engaging individuals and assessing those charged with crimes to assist in custody and release decisions, with 1,270 pre-trial decisions entered between January and June of 2023. Pre-trial services also includes supervision in some cases, effectively reducing the use of jail resources while providing opportunities for appropriate individuals to be monitored in the community until their case is adjudicated or otherwise resolved. During this critical time, resources and treatment options are offered as an early intervention. Recidivism for individuals on Pre-Trial supervision is very low, with only 6 arrests for misdemeanor or felony crimes recorded in the first six months of 2023.

Residential Treatment and Counseling is centered around a substance abuse program with a proud history of success known as Clackamas County's Communitybased Substance Abuse Program (CSAP). Housed in a 80 bed-facility in Milwaukie, Oregon, CSAP is one of the only residential treatment programs in the county and is designed to serve both men and women. CSAP is a long-term residential program with average stays of 300 days for men and 268 days for women. While each population receives gender-specific services, all CSAP participants receive individual and group counseling, low-barrier access to medical care and medication-assisted treatment (MAT), as well as housing and employment resources as they prepare to transition out of the program.

In partnership with Bridges to Change, Mental Health & Addiction Association of Oregon, Recovery Works NW, and Clackamas County Behavioral Health, the **Transition Center** (TC) brings a variety of community-based services directly to justice-involved individuals. The TC is located adjacent to the Clackamas County Jail, an ideal location as individuals can often times walk directly into the TC as they release from custody and take advantage of the myriad of services made available to them.

The coordination of these programs has been enhanced with all of Transitional Services becoming a part of the CCSO Jail Division. Individuals who enter the criminal justice system in Clackamas County will always be held accountable, but now more than ever, they have opportunities to engage in services designed to aid in their eventual exit of the system prior to sentencing, while they are in custody, upon their release, and throughout the course of their supervision in the community.



Improving People's Access to Community-based Treatment, Supports, and Services (IMPACTS)

Addressing the highest utilizers of criminal justice and emergency medical systems

Senate Bill 973 (2019) created the IMPACTS program in recognition of the shortage of comprehensive community support and services for individuals with mental health or substance use disorders, leading to their involvement with the criminal justice system, hospitalizations, and institutional placements. The program sought to address this need by awarding grants to counties and Oregon's federally recognized Indian tribes, to establish evidence-based and tribal-based programs to provide the needed supports and services.

In 2020, Clackamas County became the only Parole and Probation agency in the state to be awarded this competitive grant. These funds have been used to embed a mental health services coordinator in the Parole and Probation Office and provide a variety of resources to justice-involved individuals with significant mental health concerns and who are experiencing homelessness or housing instability.



Today, there are nearly 100 individuals in Clackamas County receiving services through the IMPACTS grant. Program outputs include case management, peer mentoring, housing, employment assistance, food, clothing, and other basic needs provided directly to justiceinvolved individuals with a significant mental illness.

PICTURED: Mental Health Services Coordinator, S. Jefferson meets with a Justice-Involved Individual in the community

Clackamas County Jail Program

Providing cognitive-behavioral interventions to adults in custody

The Clackamas County Jail Program is a cognitive-behavioral intervention program developed for the Clackamas County Jail in Oregon City, Oregon. The low barrier 2-4 week program is designed to serve Adults In Custody while they serve a jail sentence or sanction. The program is open to all Adults In Custody regardless of offense, but individuals assessed as high risk to reoffend are prioritized, as determined by offense history and available risk assessment instruments.

The program empowers Adults In Custody by teaching them to recognize their offending behavior is a product of their own thinking; to recognize this thinking and therefore the outcomes of their behavior is within their control. The program also provides each participant an individualized assessment of their interests, abilities, and needs before referring them to appropriate resources in the community.

The goals of Clackamas County Jail Program are modest, but represent a key pillar to successful reentry. Developers do not expect to evoke lasting behavior change based on what this program can provide alone. However, providing interventions to individuals while they are incarcerated creates an additional layer in the fabric of Clackamas County's Transitional Services network. Appropriate CCJP participants may also qualify to transition into Clackamas County's Community-based Substance Abuse Program (CSAP) upon release. By raising awareness, skill building, and increasing the individual's readiness to change, both CCJP and CSAP are designed to empower individuals to break their cycle of incarceration and justice-involvement.

PICTURED: A justice-involved individual participates in a cognitive-behavioral therapy group







COMMUNITY SERVICE

The Clackamas County **Community Service** program provides a safe, pro-social sentencing alternative to justice-involved individuals so they can be held accountable for their offense while contributing to and remaining in their community, and provide a cost-effective workforce to our community partners.

The Community Service program provides the following:

- Pro-social work crews running 7 days a week to provide general landscaping, site beautification, and graffiti removal
- Tracking and verification of CS hours completed for the supervisory authority
- Referrals to and from partnering counties and states
- Verification and collaboration with nonprofit organizations to provide alternatives to work crew
- Revenue generation (through contracts, not fees)



Parole and Probation: Victim Services



Providing post-conviction support for victims of crime

The Clackamas County Sheriff's and District Attorney's Offices provides services for victims of crime during criminal investigations and throughout subsequent court proceedings. The Parole and Probation Victim Services program also provides these services post-conviction, working alongside Parole and Probation staff to honor victims' rights; informing and empowering victims of crime while their offender serves a term of community supervision.

Clackamas County is one of only seven Oregon Counties that dedicates resources to embed victim services within their Parole and Probation agency. 670 victims have already received services within the first three quarters of 2023, with victim services also providing notification for victims when cases become eligible for earned discharge (early termination of supervision) or conversion from formal to bench (unsupervised) probation.

While victim services strives to inform victims of their legal rights and decision making that occurs throughout the course of supervision, the program also seeks to empower individuals, amplifying their voice to be heard in violation hearings and other proceedings, to ensure their experience and perspective is included at critical decision making points.

PICTURED: Embedded within the Parole and Probation Division, Victim Services Coordinator S. Barkley provides direct support and service referrals for victims of crime.





PROGRAM DESCRIPTIONS

Constitution of PAROLE

Justice, Accountability, & Reintegration

Program Name:	Parole and Probation: Parole and Probation Supervision
Program Description:	The purpose of the Parole and Probation Program is to provide supervision, intervention, and accountability services to adults on supervision so they can successfully integrate into the community without an increased risk of harm to themselves or others.
Program Category:	Supervision
Program Objectives:	Increase the number of individuals on supervision who do not return to supervision within 12 months following the end of supervision.
	Increase the number of individuals who do not return to supervision within 12 months following the end of supervision for person crimes.
	Increase the number of individuals who do not return to supervision within 12 months following the end of supervision for property crimes.
	Increase in individuals with Substance Use Disorder who complete substance abuse treatment by the end of supervision.
	Increase in the number of individuals with mental health needs who are provided mental health services.
	Increase in the number of victims due restitution who receive it.
	Increase in individuals who are in the labor force and earning a liveable wage by the end of supervision.
	Increase in individuals who live in stable housing by the end of supervision.
Method(s) of Evaluation:	Clackamas County will collect data and report annually on conformance with Oregon Administrative Rules as they pertain to community case management.
	Audit and Supervisor Review
	Monthly and annual statistics

Monthly Average to be Served: 2	2500
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Type of Offender(s) Served:		Gender:	Risk Level:
🛛 Probation	🛛 Felony	🛛 Male	🖾 High
🛛 Parole/Post-Prison	Misdemeanor	🛛 Female	Medium
🛛 Local Control			🖂 Low

Which Treatment Provider(s) Will You Use Within This Program?

Provider Name	Treatment Type (ie., Anger Management, Cognitive, DV, Dual Diagnosis, Sex Offender, Inpatient Substance Abuse, or Outpatient Substance Abuse)	What, if any, state dollars are budgeted to the program and how much to each fund? (ie., GIA-\$25,000; M57-\$5000)
Bridges to Change	Housing and Mentor Services	\$1,360,000

Funding Sources

\$8,374,217.00

DOC M57 Supplemental Fund

State Grant-In-Aid Fund

CJC Justice Reinvestment Grant

607.00
102.00
014.00

Additional Comments: Other State or Federal Grant: Transitional Funds & GIA Supplemental

Program Name:	Parole and Probation: Sex Offender Services		
Program Description:	The purpose of the Sex Offender Services Program is to provide contracted sex offender treatment, interventions, and polygraphs for individuals on supervision for a sexual offense so they can be properly assessed and receive a variety of services designed to reduce the risk of sexual offending in the community. Programming includes:		
	Cognitive-based treatment groups designed to address the relationship between thoughts and actions in order to improve outcomes.		
	Individualized assessment and evaluation to determine the length and type of programming which may include an intervention group for non-paraphilic offenders, individual counseling, biofeedback, arousal reconditioning therapy and an aftercare group.		
	All contracted treatment providers are certified by the Oregon State Sexual Offense Treatment Board.		
Program Category:	Behavioral Health Tx Services - Sex Offender Tx		
Program Objectives:	All sex offenders including those who are indigent will be evaluated by an approved treatment provider and referred for treatment if recommended.		
	Participants in sex offender treatment will successfully complete or maintain engagement in their programming.		
	Individuals will submit to polygraph examination in conjunction with their sex offender treatment.		
Method(s) of Evaluation:	Contract Review of Services		

Monthly Average to be Served: 50

Gender: ⊠ Male ⊠ Female

Risk Level:

- High Medium Low

Which Treatment Provider(s) Will You Use Within This Program?

Provider Name	Treatment Type (ie., Anger Management, Cognitive, DV, Dual Diagnosis, Sex Offender, Inpatient Substance Abuse, or Outpatient Substance Abuse)	What, if any, state dollars are budgeted to the program and how much to each fund? (ie., GIA-\$25,000; M57-\$5000)
Conifer Clinical Services	Sex Offender	\$60,000.00
Innovative Counseling Enterprises	Sex Offender	\$60,000.00
Effective Foundations Evaluations & Counseling	Sex Offender	\$60,000.00

Funding Sources

State Grant-In-Aid Fund	\$200,000.00
DOC M57 Supplemental Fund	
CJC Justice Reinvestment Grant	
CJC Treatment Court Grant	
County General Fund	\$40,000.00
Supervision Fees	
Biennial Carryover (GIA, M57, FSAPP)	
Other Fees (revenue)	
Other State or Federal Grant	

Additional Comments:

Program Name:	Parole and Probation: Mental Health (MH) Services and Housing
Program Description:	The purpose of the MH Services and Housing program is to collaborate with medical and mental health professionals to ensure individuals on community supervision and suffering from severe mental illness receive appropriate care, housing, case management, and other resources so they can stabilize in the community and successfully transition to become self-sufficient as they exit the criminal justice system.
	The program includes two dedicated Parole and Probation Officers (PPOs) and two gender specific transitional houses specially designed and staffed to support MH clients:
	Haven House provides 12 beds for male clients, while Serenity House holds 8 beds for female clients. Bridges to Change provides a mentor and a case manager to work specifically with residents of these homes.
	The program also includes a Mental Health Services Coordinator (Qualified Mental Health Associate), provided by Clackamas County Health, Housing, and Human Services (H3S) through a grant from the Improving People's Access to Community-based Treatment, Supports, and Services (IMPACTS) program. The coordinator works with the dedicated PPOs and community partners to provide wrap around services that include transitional housing, employment resources, peer mentoring, and meeting basic needs such as food and clothing assistance.
	Additional positions will be added in support of the MH program through a Community Oriented Policing Services (COPS) grant from the U.S. Department of Justice. The grant wil provide a mental health clinician (Qualified Mental Health Professional) and peer mentor services.
Program Category:	Supervision
Program Objectives:	Reduce jail and emergency room utilization.
	Inidividuals assessed to be high risk by Parole and Probation Services are prioritized by the county's mental health treatment system.
	Individuals in need of treatment (as determined by assessment or mental health practitioner referral) are provided appropriate mental health services in a timely manner.
Method(s) of Evaluation:	Supervisor Review

Monthly Average to be Served: 100

Type of Offender(s) Served:	Crime Category:	Gender:
Probation	Felony	🛛 Male
Parole/Post-Prison	Misdemeanor	🛛 Female
Local Control		

Which Treatment Provider(s) Will You Use Within This Program?

Which freathent Fronder(s) will fou use within this Frogram.		
Provider Name	Treatment Type (ie., Anger Management, Cognitive, DV, Dual Diagnosis, Sex Offender, Inpatient Substance Abuse, or Outpatient Substance Abuse)	What, if any, state dollars are budgeted to the program and how much to each fund? (ie., GIA-\$25,000; M57-\$5000)

Funding Sources

\$685,069.00

DOC M57 Supplemental Fund

State Grant-In-Aid Fund

CJC Justice Reinvestment Grant

Risk Level:

Medium Low

🛛 High

CJC Treatment Court Grant	
County General Fund	
Supervision Fees	
Biennial Carryover (GIA, M57, FSAPP)	
Other Fees (revenue)	
☑ Other State or Federal Grant	\$538,561.00
Other: Please Identify	
	\$851,400.00

Additional Comments: Housing Authority of Clackamas County (HACC) supports housing and services provided to clients residing at Haven and Serenity House. IMPACTS funds are available through 06/30/24.

Program Name:	Parole and Probation: Operational Support Services (OSS)
Program Description:	The purpose of the OSS program is to provide logistical support for Parole and Probation services in the form of fleet (vehicle) coordination, Information Technology Systems support, and the processing of case files so the unit can function efficiently while meeting local and state guidelines and rules.
Program Category:	Other Programs and Services
Program Objectives:	Appropriately and accurately assign clients for services.
	Increase accuracy of data entry on all client/case information.
Method(s) of Evaluation:	Regular review of organizational performance and statistics collected locally and by the Department of Corrections (DOC).

Monthly Average to be Served: 200

Type of Offender(s) Served:
Probation
🛛 Parole/Post-Prison
Local Control

Cri	me Category:
\boxtimes	Felony
\boxtimes	Misdemeanor

Ge	nder:	ł
\boxtimes	Male	
\boxtimes	Female	[
		ľ

Risk Level: ⊠ High ⊠ Medium ⊠ Low

Which Treatment Provider(s) Will You Use Within This Program?

Provider Name	Treatment Type	What, if any, state dollars are budgeted to the
	(ie., Anger Management, Cognitive, DV, Dual	program and how much to each fund?
	Diagnosis, Sex Offender, Inpatient Substance	(ie., GIA-\$25,000; M57-\$5000)
	Abuse, or Outpatient Substance Abuse)	(ic., 01/-420,000, 1007-40000)

Fund	ling Sources	
\boxtimes	State Grant-In-Aid Fund	\$1,613,719.00
	DOC M57 Supplemental Fund	
	CJC Justice Reinvestment Grant	
	CJC Treatment Court Grant	
\boxtimes	County General Fund	\$1,121,485.00
	Supervision Fees	
\boxtimes	Biennial Carryover (GIA, M57, FSAPP)	\$80,010.00
	Other Fees (revenue)	
	Other State or Federal Grant	
	Other: Please Identify	

Additional Comments:

Program Name:	Parole and Probation: Victim Services
Program Description:	The purpose of the Victim Services Program is to provide outreach, support, safety planning, advocacy and victim notification services to survivors and victims of crime.
Program Category:	Other Programs and Services
Program Objectives:	Victims are provided with information on available resources and guidance to access them.
	Domestic violence victims who need domestic violence resources due to intimate partner violence, stalking, or sexual assault are referred to the Family Justice Center.
	Provide safety planning with victims who request modification to any no-contact order.
Method(s) of Evaluation:	Supervisor Review

Monthly Average to be Served: 50

Тур	be of Offender(s) Se
	Probation
	Parole/Post-Prison
	Local Control

Served:	Crime Category:	Gender:
	Felony	🛛 Male
son	Misdemeanor	🛛 Female

Risk Level: ☐ High ☐ Medium Low

Which Treatment Provider(s) Will You Use Within This Program?

Provider Name	Treatment Type (ie., Anger Management, Cognitive, DV, Dual Diagnosis, Sex Offender, Inpatient Substance Abuse, or Outpatient Substance Abuse)	What, if any, state dollars are budgeted to the program and how much to each fund? (ie., GIA-\$25,000; M57-\$5000)

Fund	ling Sources	
	State Grant-In-Aid Fund	
	DOC M57 Supplemental Fund	
	CJC Justice Reinvestment Grant	
	CJC Treatment Court Grant	
\boxtimes	County General Fund	\$412,760.00
	Supervision Fees	
	Biennial Carryover (GIA, M57, FSAPP)	
	Other Fees (revenue)	
	Other State or Federal Grant	
	Other: Please Identify	

Additional Comments:

Program Name:	Transitional Services: Residential Treatment and Counseling	
Program Description:	The purpose of the Residential Treatment and Counseling Program is to provide guidance, treatment, employment and housing services to individuals so they can achieve sustainable, long term recovery and psychological well-being.	
Program Category:	Behavioral Health Tx Services - Substance Abuse	
Program Objectives:	Increase in residential clients who have successfully completed the Clackamas Substance Abuse Program (CSAP) who are not arrested for a new crime within 12 months.	
	Increase in residential clients who are in the labor force and earning a livable wage by the end of supervision.	
	Increase in residential clients who live in stable housing by the end of supervision.	
Method(s) of Evaluation:	Annual statistics, George Mason University or Correctional Program Checklist audit	

Monthly Average to be Served: 100

- Type of Offender(s) Served:Crime Category:☑ Probation☑ Felony☑ Parole/Post-Prison☑ Misdemeanor☑ Local Control☑
- Gender: Risk Level: ⊠ Male ⊠ Female ⊠ High ⊠ Medium

 - \square Low

Which Treatment Provider(s) Will You Use Within This Program?

Provider Name	Treatment Type (ie., Anger Management, Cognitive, DV, Dual Diagnosis, Sex Offender, Inpatient Substance Abuse, or Outpatient Substance Abuse)	What, if any, state dollars are budgeted to the program and how much to each fund? (ie., GIA-\$25,000; M57-\$5000)
CSAP	Criminality, Substance Abuse	\$4,650,796

Funding Sources	
State Grant-In-Aid Fund	\$2,748,286.00
DOC M57 Supplemental Fund	\$712,500.00
CJC Justice Reinvestment Grant	\$229,527.00
CJC Treatment Court Grant	
County General Fund	\$5,404,306.00
Supervision Fees	
🛛 Biennial Carryover (GIA, M57, FSAPP)	\$700,083.00
Other Fees (revenue)	
Other State or Federal Grant	
Other: Please Identify	

Additional Comments: JRI through 12/31/2023

Program Name:	Transitional Services: Pretrial Services
Program Description:	The purpose of the Transitional Services Program is to provide community reintegration services to individuals involved in the criminal justice system so they can successfully integrate into the community and reduce criminal behavior.
	The purpose of the Pretrial Services Program is to provide court-appointed monitoring services to defendants who are deemed eligible through evidence-based risk assessment and judicial review so they can return to their homes and communities in a manner that enhances community safety, thus freeing jail resources to focus on highest risk adults in custody.
Program Category:	Other Programs and Services
Program Objectives:	Continued reduction in the percentage of adults in custody at Clackamas County Jail who are classified as forced releases
	Increase in the number of defendants who are are not charged with a new offense during the pretrial stage
	Increase in the number of defendants who make all scheduled court appearances
Method(s) of Evaluation:	Annual statistics

Monthly Average to be Served: 700

Type of Offender(s) Served:	Crime Category:	Gender:	Risk Level:
Probation	Felony	🛛 Male	🗌 High
Parole/Post-Prison	Misdemeanor	🛛 Female	Medium
Local Control			Low

Which Treatment Provider(s) Will You Use Within This Program?

Provider Name	Treatment Type (ie., Anger Management, Cognitive, DV, Dual Diagnosis, Sex Offender, Inpatient Substance Abuse, or Outpatient Substance Abuse)	What, if any, state dollars are budgeted to the program and how much to each fund? (ie., GIA-\$25,000; M57-\$5000)

□ DOC M57 Supplemental Fund □ CJC Justice Reinvestment Grant \$620,000.00 □ CJC Treatment Court Grant	Funding Sources State Grant-In-Aid Fund	
 CJC Treatment Court Grant County General Fund Supervision Fees Biennial Carryover (GIA, M57, FSAPP) Other Fees (revenue) Other State or Federal Grant 	DOC M57 Supplemental Fund	
 County General Fund Supervision Fees Biennial Carryover (GIA, M57, FSAPP) Other Fees (revenue) Other State or Federal Grant 	☐ CJC Justice Reinvestment Grant	\$620,000.00
 Supervision Fees Biennial Carryover (GIA, M57, FSAPP) Other Fees (revenue) Other State or Federal Grant 	CJC Treatment Court Grant	
 Biennial Carryover (GIA, M57, FSAPP) Other Fees (revenue) Other State or Federal Grant 	County General Fund	
 Other Fees (revenue) Other State or Federal Grant 	Supervision Fees	
Other State or Federal Grant	Biennial Carryover (GIA, M57, FSAPP)	
	Other Fees (revenue)	
Other: Please Identify	Other State or Federal Grant	
	Other: Please Identify	

Additional Comments: JRI through 12/31/2023

Program Name:	Transitional Services: Transition Center
Program Description:	The purpose of the Transition Center (TC) program is to provide immediate triage and referral for basic needs, stabilization services, and/or treatment for individuals releasing from custody so they can successfully integrate back into the community and re-engage in supervision where appropriate.
	The TC also supports SB1145 (Local Control) sentenced and sanctioned Adults in Custody (AIC) by providing substance abuse assessment and transition services. Release planning for this population includes screening and referral for services offered by the Residential Treatment and Counseling program as well as community-based providers.
Program Category:	Transition Services
Program Objectives:	Increase the number of individuals who engage Transition Center services who are not returned to the custody of Clackamas County Jail within 12 months.
	Increase the number of individuals referred for treatment and community resources.
	Increase the number of individuals entering and engaging in a treatment program.
	Increase the number of supervised individuals who report to their assigned PO and re- engage in their supervision.
	SB1145 AICs in custody at the Clackamas County Jail will be assessed through an interview process to develop a release plan that will guide their transition back into the community.
	SB1145 AICs eligible for inpatient treatment based on evaluation will transition into a residential program as soon as a bed becomes available.
	Sanctions served by Parole and Probation staff will be imposed based on the agency's sanctioning grid.
Method(s) of Evaluation:	Annual statistics

N A AL L	A	4 . 1	0	000
wonthiy	Average	to be	Served:	230

Type of Offender(s) Served:	Crime C
Probation	🖾 Felo
⊠ Parole/Post-Prison	🛛 Misd
🛛 Local Control	

rime Category:			
\langle	Felony		
\langle	Misdemeanor		

Gender: ⊠ Male ⊠ Female

Which Treatment Provider(s) Will You Use Within This Program?

Which freather from the Ose With this frogram:				
Provider Name	Treatment Type (ie., Anger Management, Cognitive, DV, Dual Diagnosis, Sex Offender, Inpatient Substance Abuse, or Outpatient Substance Abuse)	What, if any, state dollars are budgeted to the program and how much to each fund? (ie., GIA-\$25,000; M57-\$5000)		

Funding Sources	
State Grant-In-Aid Fund	\$341,515.00
DOC M57 Supplemental Fund	
CJC Justice Reinvestment Grant	
CJC Treatment Court Grant	
🛛 County General Fund	\$567,065.00
Supervision Fees	

Risk Level: ⊠ High ⊠ Medium ⊠ Low

Biennial Carryover (GIA, M57, FSAPP)	
Other Fees (revenue)	
Other State or Federal Grant	
Other: Please Identify	

Additional Comments: The Clackamas County Sheriff's Office (CCSO) does not fund jail custody sentences and jail sanctions through state grant-in-aid funds. Instead, CCSO applies those funds to Transitional Services in support of an 80-bed non-custodial community-based residential treatment and transition program.

Program Name:	Transitional Services: Community Service		
Program Description:	The purpose of the Transitional Services Program is to provide community reintegration services to individuals involved in the criminal justice system so they can successfully integrate into the community and reduce criminal behavior.		
	The purpose of the Community Service Program is to provide sentencing alternative services to justice-involved individuals so they can be accountable for their offense, while remaining in their community and providing cost-effective labor to local municipal partners.		
Program Category:	Community Service and Work Crew		
Program Objectives:	Increase in individuals who attend their Community Service orientation and successfully complete their hours.		
	Increase in Out-of-custody sanctions who are eligible for community service and receive sanctions in lieu of jail time.		
	Increase in Clackamas County jail bed days not used because client was assigned to or opted for Community Service.		
	Increase in individuals sentenced to community service who are not arrested while serving their sentence.		
Method(s) of Evaluation:	Annual audit of Community Services Program statistics		
	Contractors provide annual evaluations of service		

Monthly Average to be Served: 250

Which Treatment Provider(s) Will You Use Within This Program?

Provider Name	Treatment Type	What, if any, state dollars are budgeted to the
	(ie., Anger Management, Cognitive, DV, Dual Diagnosis, Sex Offender, Inpatient Substance Abuse, or Outpatient Substance Abuse)	program and how much to each fund? (ie., GIA-\$25,000; M57-\$5000)

Funding Sources	
State Grant-In-Aid Fund	
DOC M57 Supplemental Fund	
CJC Justice Reinvestment Grant	
CJC Treatment Court Grant	
☑ County General Fund	\$883,440.00
Supervision Fees	
Biennial Carryover (GIA, M57, FSAPP)	
Other Fees (revenue)	
Other State or Federal Grant	
Other: Please Identify	
Work Crew Contracts	\$227,472.00

Additional Comments:

Risk Level:

⊠ High ⊠ Medium

🛛 Low



BUDGET SUMMARY

Justice, Accountability, & Reintegration

Clackamas County 2023-2025 Community Corrections Budget Summary

Program Name	Grant in Aid	Grant in Aid Supplemental	All Other Funds and Fees	Total
Parole & Probation - Mental				
Health Services	\$685,069.00		\$1,389,961	\$2,075,030
Parole & Probation -				
Operational Support Services	\$1,613,719		\$1,201,495.00	\$2,815,214.00
Parole & Probation - Parole &				• • • • • • • • •
Probation Supervision	\$8,374,217	\$326,637	\$3,849,086	\$12,549,940
Parole & Probation - Sex			* (* * *	* ~ (^ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~
Offender Services	\$200,000.		\$40,000	\$240,000
Parole & Probation - Victim				
Services			\$412,760	\$412,760
Transitional Services - Community Service			\$1,110,912	\$1,110,912
Transitional Services - Pretrial			\$620,000	\$620,000
Transitional Services - Residential Treatment & Counseling	\$2,748,286		\$7,046,416	\$9,794,702
Transitional Services - Transition Center	\$341,515		\$567,065	\$908,580
Fund Total	\$13,962,806	\$326,637	\$	\$30,527,138

EXHIBIT B

CLACKAMAS COUNTY

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 the 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 192.311 through 192.478 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 CLACKAMAS 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 Department is jointly liable with the County (or would be if joined in the Third Party Claim), the Department 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 Department 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 Department 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 amount in any instance is capped to the same extent it would have been capped under Oregon law if the Department had sole liability in the proceeding.

With respect to a Third Party Claim for which the County is jointly liable with the Department (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 Department in such proportion as is appropriate to reflect the relative fault of the County on the one hand and of the Department 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 Department 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 County. 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.

IGA #6523 Clackamas County

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 Department:

"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 the 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.

Financial Assistance Application Lifecycle Form

Use this form to track your potential award from conception to submission.

Sections of this form are designed to be completed in collaboration between department program and fiscal staff.

If renewal, complete sections 1, 2 & 4 only. If direct appropriation, complete page 1 and Dept/Finance signatures only.

(Disaster of Francisco Della (Francisco FOC all and the second state being south	- the DOO
f Disaster or Emergency Relief Funding. EOC will need to approve prior to being sent t	to the BCC

CONCEPTION

CONCEPTION							
Section I: Funding Opportunity Information - To Be Completed by Requester				Award type:	=	Appropriation (cipient Award	(no application)
				Award Renewal?	✓ Yes	No No	
Lead Fund # and Department:	100-21						
Name of Funding Opportunity:	Oregon Dep	partment of Correct	ctions -	Grant In J	Aid		
		Federal Deve through			1		
Funding Source: Federal – Direct Requestor Information: (Name of staff in		Federal – Pass through	✓ State		Local		
		Ke'ala Adolpho					
Requestor Contact Information:		5042					
Department Fiscal Representative:		Ke'ala Adolpho					
Program Name & Prior Project #: (please	specify)	GIA 220223101					
Brief Description of Project:							
State of Oregon Department of Correct	tions provides funding	to Parole & Probation on a bienr	nial basis bas	sed on an allocate	d formula u	nder OAR 291-	031-0026 and governed by
ORS 423.478 & ORS 423.530. This fu	unding makes up a ma	jority of Parole & Probation's ove	erall budget.				
Name of Funding Agency: Oregon Depar	tment of Corrections						
Notification of Funding Opportunity Web	Address:						
	-						
OR							
Application Packet Attached:	es 🔲 No						
Completed By: Ke'ala Adolpho	Date: 7						
	** NOW R	EADY FOR SUBMISSION TO DEPA	RTMENT FISC	AL REPRESENTATI	VE **		
Section II: Funding Opportunity Information - To Be Completed by Department Fiscal Rep							
Competitive Application Von-Competing Application Other							
Assistance Listing Number (ALN), if applicable	le:	Fu	unding Agency	Award Notification D	ate:		
Announcement Date:		A	nnouncement/	Opportunity #:			
Grant Category/Title		Fi	unding Amount	Requested:		Approximately	/ \$14M
Allows Indirect/Rate:		N	1atch Requirem	ient:		No	
Application Deadline:		Та	otal Project Cos	t:		\$18,271,743 F	P&P Budget
Award Start Date:	7/1/23	0	ther Deadlines	and Description:			
Award End Date	6/30/25						
Completed By: Ke'ala Adolpho Program Incom			rogram Income	Requirements:			
Pre-Application Meeting Schedule:							

Additional funding sources available to fund this program? Please describe:

General Fund Support and other grants will offset the costs of operating Parole & Probation. Grant In Aid makes up approximately 65% of Parole & Probation's overall budget.

How much General Fund will be used to cover costs in this program, including indirect expenses? For FY23-24 \$5,823,507 in general fund will be used to cover the costs of operating Parole & Probation.

How much Fund Balance will be used to cover costs in this program, including indirect expenses? Restricted fund balance will be used, but unsure of available amount as the fiscal year has not been closed out yet.

In the next section, limit answers to space available.

Section III: Funding Opportunity Information - To Be Completed at Pre-Application Meeting by Dept Program and Fiscal Staff

Mission/Purpose:

1. How does the grant/funding opportunity support the Department and/or Division's Mission/Purpose/Goals?

2. Who, if any, are the community partners who might be better suited to perform this work?

3. What are the objectives of this funding opportunity? How will we meet these objectives?

4. Does the grant/financial assistance fund an existing program? If yes, which program? If no, what is the purpose of the program?

Organizational Capacity:

1. Does the organization have adequate and qualified staff? If no, can staff be hired within the grant/financial assistance funding opportunity timeframe?

2. Are there partnership efforts required? If yes, who are we partnering with and what are their roles and responsibilities?

3. If this is a pilot project, what is the plan for sun setting the project and/or staff if it does not continue (e.g. making staff positions temporary or limited duration, etc.)?

4. If funded, would this grant/financial assistance create a new program, does the department intend for the program to continue after initial funding is exhausted? If yes, how will the department ensure funding (e.g. request new funding during the budget process, supplanted by a different program, etc.)?

Collaboration

1. List County departments that will collaborate on this award, if any.

Reporting Requirements

1. What are the program reporting requirements for this grant/funding opportunity?

2. How will performance be evaluated? Are we using existing data sources? If yes, what are they and where are they housed? If not, is it feasible to develop a data source within the grant timeframe?

3. What are the fiscal reporting requirements for this funding?

Fiscal

1. Are there other revenue sources required, available, or will be used to fund the program? Have they already been secured? Please list all funding sources and amounts.

2. For applications with a match requirement, how much is required (in dollars) and what type of funding will be used to meet it (CGF, In-kind, local grant, etc.)?

3. Does this grant/financial assistance cover indirect costs? If yes, is there a rate cap? If no, can additional funds be obtained to support indirect expenses and what are those sources?

Other information necessary to understand this award, if any.

Program Approval:

Name (Typed/Printed)

Date

Signature

** NOW READY FOR PROGRAM MANAGER SUBMISSION TO DIVISION DIRECTOR**

ATTACH ANY CERTIFICATIONS REQUIRED BY THE FUNDING AGENCY. COUNTY FINANCE OR ADMIN WILL SIGN

Section IV: Approvals

DIVISION DIRECTOR (or designee, if applicable)

	Date	Signature
DEPARTMENT DIRECTOR (or designee, if applicable)		
Undersheriff Jenna Morrison	7/19/2023	Jenna Morrison
Name (Typed/Printed)	Date	Signature
INANCE ADMINISTRATION		
Elizabeth Comfort	7.19.2023	<u>lizabeth Comfort</u>
Name (Typed/Printed)	Date	Signature
	R OR EMERGENCY RELIEF APPLICATIONS <u>ONLY</u>	
Name (Typed/Printed)	Date	
Name (Typed/Printed) Section V: Board of County Commissioners/Co	Date Dunty Administration	Signature
Name (Typed/Printed) Section V: Board of County Commissioners/Co Required for all grant applications. If your grant is awarded, all grant <u>a</u>	Date Dunty Administration	Signature
EOC COMMAND APPROVAL (WHEN NEEDED FOR DISASTER Name (Typed/Printed) Section V: Board of County Commissioners/Co Required for all grant applications. If your grant is awarded, all grant <u>a</u> For applications less than \$150,000: COUNTY ADMINISTRATOR	Date Dunty Administration	Signature

BCC Agenda item #:	Date	te:	
OR			
Policy Session Date:			
County Administration: re-route to department at and Grants Manager at financegrants@clackamas.us when fully approved.	County Admi	inistration Attestation	

Department: keep	original with	your grant file.
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