
INTERGOVERNMENTAL AGREEMENT

IGA 834-12

between the

Federal Bureau of Prisons
U.S. Department of Justice
320 First Street, NW
Washington, D.C.

and

Lane County Sheriff's Office
125 East Eighth Avenue
Eugene, Oregon

Pursuant to relevant authority contained in federal and state laws, including authority contained in 18 United States Code (U.S.C.) § 4002, this Intergovernmental Agreement (IGA or Agreement) is entered into between the United States Department of Justice Federal Bureau of Prisons (BOP) and Lane County Sheriff's Office (Lane County), Eugene, Oregon. The parties hereby agree as follows:

1. **PURPOSE/SCOPE:**

- (A) This Agreement is intended to establish responsibilities of the parties and procedures for Lane County to provide secure custody, housing, safekeeping, subsistence, home detention, and care for one or more federally adjudicated male and female inmates, hereinafter referred to as BOP inmates.
- (B) Nothing contained in this Agreement shall be construed to abrogate, impair, alter, or amend any other agreement or contract now in effect between the parties relating to any other subject.
- (C) Third Party Contracts. Lane County shall not enter into any contract for overall management and operation of Lane County Community Corrections Center without providing thirty (30) days written notice to BOP of the intent to contract or modify said contracts. BOP

shall not be liable for any claim arising under said contracts including modifications thereto.

2. PERFORMANCE:

(A) Lane County shall:

1. Provide secure custody, housing, safekeeping, subsistence, and care for one or more BOP inmates under the terms of this Agreement, subject to the availability of suitable space, at Lane County Community Corrections Center, 75 West Fifth Avenue, Eugene, Oregon, in accordance with the Statement of Work (SOW), "Contract Detention Services (Jail with Work Release), dated February 6, 2012."
2. Allow BOP to designate federally adjudicated inmates, hereinafter referred to as BOP inmates, to Lane County Community Corrections Center, Eugene, Oregon.
3. Advise BOP Residential Reentry Manager (RRM) of a rejected placement within forty-eight (48) hours after referral and allow BOP RRM seventy-two (72) hours to re-assign BOP inmate.
4. Provide BOP RRM with progress reports, as outlined in the SOW, for each BOP inmate placed.
5. Submit all requests for medical, disciplinary, or security transfer(s) of a BOP inmate to BOP RRM.
6. Submit to BOP RRM all invoices requesting reimbursement by the tenth day of each month following the month the service was provided.
7. At all times, allow the access to Lane County Community Corrections Center, BOP inmates, and all records pertaining to this agreement, including financial records, as BOP may require.
8. Notify BOP of any incident which would likely result in litigation or alleged criminal activity by a BOP inmate.

9. Comply with the Freedom of Information Act, 5 U.S.C. § 552, and the Privacy Act, 5 U.S.C. § 552a, regarding the release of inmate records.
10. Lane County shall collect the Deoxyribonucleic Acid (DNA) samples as per the SOW.

(B) BOP RRM shall:

1. Forward to Lane County copies of pre-sentence report(s) and information to accomplish placement and follow-up on administrative requirements.
2. Visit Lane County to meet and speak with all BOP inmates and ensure that BOP inmates have the name, address, and telephone number(s) of BOP RRM.
3. Certify Lane County's invoice(s) for payment and forward the invoice(s) to BOP Regional office for payment.
4. Advise each BOP inmate of appropriate procedures to follow in raising concerns about BOP issues.

3. PERIOD OF PERFORMANCE:

This Agreement shall become effective July 1, 2012, and remain in effect for a period not to exceed three (3) years, until June 30, 2015, in accordance with 18 U.S.C. § 4002. Any provisions which require performance after the expiration or termination shall remain in force notwithstanding the expiration or termination of this IGA.

4. MODIFICATION:

This Agreement, or any of its specific provisions, may be revised or modified by signatory concurrence of the undersigned parties, or their respective official successors. If any provisions of this IGA become invalid or unenforceable, the remaining provisions shall remain in force and unaffected to the extent permitted by law and regulation.

5. **TERMINATION:**

This Agreement shall expire on June 30, 2015 or be terminated by either party upon one hundred and eighty (180) days advanced written notice to the other party, or sooner by signatory concurrence of both parties. Within one hundred and eighty (180) days after giving unilateral termination notice to Lane County, or receiving unilateral termination notice from Lane County, BOP shall retake custody of all BOP inmate(s) transferred to Lane County under this Agreement. Lane County agrees to consult with BOP at least ninety (90) days prior to any termination action(s) to allow BOP sufficient time to prepare for loss and replacement of services.

6. **CONTRACTING OFFICERS' TECHNICAL REPRESENTATIVE (COTR):**

Kevin P. Straight, Residential Reentry Manager, Seattle Office, 2425 South 200 Street, Post Office Box 13901, Seattle, Washington 98198, phone (206) 870-1088, or his successor, is hereby designated as COTR for this Agreement. This designation does not include authority to sign contractual documents, or to otherwise commit to or issue changes which could affect the price, costs, or monetary terms and conditions of this Agreement. The COTR is authorized to resolve technical direction/redirection of work, in writing, signed by both parties.

7. **PAYMENT RATE:**

(A) In consideration for Lane County's performance under the Terms and Conditions of this Agreement, BOP shall make payment to Lane County for each BOP inmate accepted and housed by Lane County. Payment will be made at a rate equal to the appropriate cost per-inmate, per-day for Lane County based upon the established daily per diem rates which are allowable and allocable in accordance with the Office of Management and Budget Circular A-87, "Cost Principles for State, Local, and Indian Tribal Governments," as revised and amended. The rate for Lane County is the per diem rate for the support of one inmate per day and shall include the day of arrival but not the day of departure. Lane County shall charge BOP for only those costs which are directly related to the housing and detention of BOP inmates.

- (B) UNALLOWABLE COSTS include, but are not limited to:
1. Salaries of elected officials.
 2. Salaries of employees not directly engaged in the housing and detention of BOP inmates.
 3. Indirect costs in which a percentage of all local government costs are pro-rated and applied to individual departments.
 4. Inmate services which are not provided to, or cannot be used by, BOP inmates.
 5. Operating costs of facilities not utilized by BOP inmates.
- (C) The current rate is: \$121.33 per inmate, per day for housing BOP inmates at Lane County. The rate for home detention services is \$60.67 per inmate per day. The estimated maximum number of BOP inmates per day to be housed under this Agreement is 28. The estimated total value of this Agreement is not to exceed: \$3,719,977.80.
- (D) Nothing contained herein shall be construed to obligate the Federal Bureau of Prisons to any expenditure or obligation of funds in excess of, or in advance of, appropriations in accordance with the Anti-Deficiency Act, 31 U.S.C. § 1341.

8. BILLING PROCEDURE:

- (A) Invoices - Invoices shall itemize each BOP inmate by name, register number, dates of stay, appropriate inmate-day rate, facility, and shall contain a remittance address. Billing shall be based upon the actual number of inmate-day(s) used. The invoices shall be based upon the established daily per diem rate for Lane County which is allowable and allocable in accordance with the Office of Management and Budget Circular A-87, "Cost Principles for State, Local, and Indian Tribal Governments," as revised and amended. Invoices for medical care should reference BOP inmate's name, register number and date of service.

- (B) Invoice Submission - Lane County shall submit complete [as described in 8(A) above] invoices to BOP at the following address:

Federal Bureau of Prisons
Seattle Residential Reentry Office
P.O. Box 13901
Seattle, WA 98198

Attn: Kevin P. Straight

(C) Payment

1. BOP shall make payments to Lane County upon receipt of a complete [as described in 8(A) above] invoice. All payments shall be accomplished through Electronic Funds Transfer (EFT).
2. The Prompt Payment Act, 31 U.S.C. § 3902, shall apply.
3. Payments made under this agreement shall be charged to BOP accounting code FP060009T1 YREGDOC number FY 2012 - LT114009.

9. PRICE REDETERMINATION:

This is a fixed unit-price Agreement. The inmate-day rate is as stated in section 7(C) above. Price redetermination shall, if allowable, be adjusted upward or downward as follows:

- (A) General - The prices for services performed prior to the first effective date of price redetermination shall remain fixed.
- (B) Performance Periods - For the purpose of price redetermination, the performance of this Agreement is divided into one-year periods. The first period shall extend from the effective date of the Agreement forward for twelve (12) months. All succeeding periods shall begin on the anniversary date of the preceding period.
- (C) Supporting Data - Not more than sixty (60) calendar days, nor less than thirty (30) calendar days, before

the end of each performance period, Lane County shall, if the price/costs change, submit to BOP:

Proposed prices for services which may be performed in the next succeeding period under this Agreement, together with:

1. A breakdown of the estimated costs of such services on forms supplied by BOP;
2. Sufficient data to support the accuracy and reliability of such estimates; and,
3. An explanation of any differences between such estimates and the prices for the same services in the current performance period.

(D) Redetermination by Modification - All negotiated price redeterminations shall be evidenced by a Modification to this Agreement signed by Lane County and BOP. The Modification(s) shall set forth the re-determined prices and services to be performed during the next period in accordance with the provisions above, including Section 4.

10. DELIVERY OF BOP INMATE:

Upon receipt of written approval from Lane County, BOP at its own expense, shall deliver BOP inmate(s) to be transferred to location(s) agreed upon by both parties.

11. TRANSFER COSTS:

Personal property in excess of the release amount authorized by BOP shall be mailed to BOP inmate's residence prior to transfer and Lane County will be responsible for these mailing costs. All other costs incident to the transfer of a BOP inmate, as well as transportation costs related to the release of a BOP inmate, shall be the responsibility of BOP.

12. MEDICAL SERVICES:

Medical Services shall be provided in accordance with the SOW.

- (A) If preauthorized by the RRM office, BOP shall be responsible for all routine medical care for BOP inmates.
1. Major medical costs, as determined by the RRM office, will be paid directly by BOP to the medical services provider. Invoices to be directly paid by BOP shall be forwarded to BOP within seven (7) days of receipt by Lane County.
 2. BOP will reimburse Lane County for minor medical costs, as determined by the RRM office. Invoices to be reimbursed to Lane County shall be submitted with the monthly billing.
- (B) In the event of an emergency, Lane County shall expend all necessary efforts to provide the inmate adequate medical attention and shall be reimbursed by BOP for the reasonable costs thereof, regardless of whether prior approval of the RRM office was obtained.
- (C) Medical invoices for outside medical treatment shall be forwarded to BOP within thirty (30) days of receipt by Lane County.

13. **OVERPAYMENT/UNDERPAYMENT:**

If BOP has overpaid Lane County, all such overpaid amounts shall be deducted from the monthly billing following discovery and confirmation.

14. **COLLECTION FROM BOP INMATES:**

Any subsistence monies collected from a BOP inmate, including medical co-payments, shall be deducted from the monthly billing and verified by a copy of the receipt attached with Lane County invoice, unless disposition of the monies is otherwise specified.

15. **TRANSFER:**

Prior to transfer, BOP will request permission from Lane County to transfer a BOP inmate to the care and custody of Lane County at Lane County. A separate application shall be submitted for each BOP inmate proposed for transfer.

Each application for transfer shall include the following:

- (A) Copies of all documents which relate to BOP inmate's case history, physical, and clinical record(s);
- (B) Copies of all judicial and administrative rulings and orders relating to the inmate and the sentence(s) imposed, including confinement.

16. **DISCIPLINE:**

Discipline shall be handled in accordance with the SOW. Lane County shall have physical control over, and power to exercise disciplinary authority upon, a transferred BOP inmate. While in the custody of Lane County, BOP inmate shall be subject to State laws, rules, and regulations consistent with the sentence imposed and all Federal laws, rules, and regulations. Nothing contained herein shall be construed to authorize or permit the imposition of a discipline or action prohibited by Federal law. Lane County shall ensure disciplinary procedures comply with applicable due process.

17. **ESCAPE:**

If a BOP inmate escapes, Lane County shall immediately notify BOP. After notification, BOP shall have the primary responsibility and authority to direct the pursuit and retaking of such escaped BOP inmate. Lane County shall use all reasonable means to recapture the escaped BOP inmate and may be responsible for all reasonable costs in connection therewith.

18. **DEATH OF A BOP INMATE:**

In the event of the death of a BOP inmate, Lane County shall: (1) immediately notify BOP of the death; (2) furnish information as requested by BOP; and (3) follow instructions given by BOP with regard to the disposition of the body. The body shall NOT be released except upon written order of BOP. All expenses relative to the necessary preparation and disposition of the body, as well as the duty to notify the nearest relative of the deceased inmate, will be the responsibility of BOP.

The provisions of this paragraph shall govern only the contractual relationship between BOP and Lane County and shall not affect the responsibility of relatives or other persons for the disposition of the deceased and for expenses connected therewith.

19. **INTER-INSTITUTIONAL TRANSFERS:**

Lane County may NOT relocate a BOP inmate from one Lane County Jail under its control to another without prior written permission of BOP. BOP inmates causing safety and/or security concerns may be transferred immediately, followed by written notification to BOP.

20. **RETAKEING OF BOP INMATE UPON RELEASE:**

Upon the lawful termination of a BOP inmate's commitment, BOP shall accept delivery of BOP inmate at BOP's expense. However, by agreement between the parties and BOP inmate, BOP inmate may be discharged, conditionally or otherwise, at a mutually agreed upon location.

21. **MAILING ADDRESSES:**

All notices, reports, redirection of work, and correspondence to the respective parties to this Agreement shall be sent to the following:

Lane County: Liane Richardson, County Administrator
Lane County
125 East Eighth Avenue
Eugene, Oregon 97401

Phone: (541) 682-4150

BOP: Federal Bureau of Prisons
Construction Contracting Section
320 First St., NW, 500-6
Washington, DC 20534

Phone: (202) 307-0954

22. LIABILITY/INDEMNITY:

- (A) Each party to this Agreement shall be responsible for any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.
- (B) Lane County and BOP do not waive sovereign immunity by entering into this Agreement, and specifically retain immunity and all defenses available to them as sovereigns pursuant to all federal, state and tribal laws.
- (C) Each party shall cooperate with the other party in the investigation and resolution of administrative actions and/or litigation arising from conduct related to the responsibilities and/or procedures addressed herein.

23. AGENCY INTERFACE / DISPUTES:

- (A) The parties agree that, in the event of a dispute between the parties, the parties will use their best efforts to resolve the dispute in an informal fashion through consultation and communication, or other forms of non-binding alternative dispute resolution mutually acceptable to the parties.
- (C) Should questions arise and need further clarification, BOP and Lane County establish the following direct lines of communication to ensure timely responses to inquiries. The following persons/positions are the primary points of contact for the named subject areas:

- (1) Agreement Administration: (Correspondence, modifications, notices):

Lane County: Liane Richardson, County Administrator
Lane County
125 East Eighth Avenue
Eugene, Oregon 97401

Phone: (541) 682-4150

BOP: Federal Bureau of Prisons
Construction Contracting Section
320 First St., NW, 500-6
Washington, D.C. 20534

Phone: (202) 307-0954
Fax: (202) 616-6055

(2) Technical Requirements: (Applications, direction of work, rulings):

Lane County: Liane Richardson, County Administrator
Lane County
125 East Eighth Avenue
Eugene, Oregon 97401

Phone: (541) 682-4150

BOP: Federal Bureau of Prisons
Seattle Residential Reentry Office
P.O. Box 13901
Seattle, WA 98198

Attn: Kevin P. Straight

24. AUTHORIZED USER OF AGREEMENT:

The United States Probation and Pretrial Services System are authorized users of this Intergovernmental Agreement subject to the availability of space on a case-by-case basis. All billings regarding the Pretrial inmates are the direct responsibility of the United States Probation and Pretrial Services System and shall be billed to the appropriate district office. BOP shall not be liable for any claims arising from the use of the IGA by the United States Probation and Pretrial Services System.

U.S. Probation
405 East 8th Avenue, Suite 1000
Eugene, Oregon 97401

U.S. Marshals
1000 SW 3rd Avenue, Suite 401
Portland, Oregon 97204

IN WITNESS WHEREOF, the undersigned, duly-authorized officers have subscribed their names on behalf of the Federal Bureau of Prisons and Lane County (Lane County Sheriff's Office).

ACCEPTED: BY

LANE COUNTY

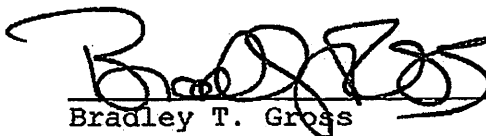
U.S. DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF PRISONS



Liane Richardson
County Administrator

5/9/12

Date



Bradley T. Gross
Acting Procurement Executive

5/21/12

Date

IN THE BOARD OF COUNTY COMMISSIONERS OF Lane County, OREGON

ORDER NO.

12-04-25-04

)IN THE MATTER OF DELEGATING AUTHORITY
)TO THE COUNTY ADMINISTRATOR TO EXECUTE
)AN INTERGOVERNMENTAL AGREEMENT
) BETWEEN THE FEDERAL BUREAU OF PRISONS
) AND LANE COUNTY TO ESTABLISH THE PER
) DIEM DAILY RATE

WHEREAS, the Federal Bureau of Prisons' current Intergovernmental Agreement expires April 30, 2012.

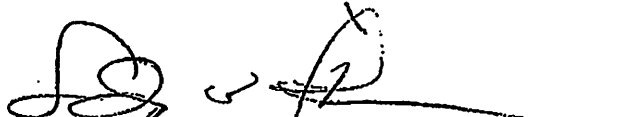
WHEREAS, the Federal Bureau of Prisons (BOP) has agreed to a daily per diem rate of \$121.33 for federal inmates housed at the Community Corrections Center.

WHEREAS, the Intergovernmental Agreement will be for a period of three (3) years, effective May 1, 2012, and is expected to generate approximately \$3.7 Million in revenue.

WHEREAS, Lane Manual 21.145 requires Board of Commissioner approval for execution of an Agreement which exceeds \$100,000.

IT IS HEREBY ORDERED that the Board of County Commissioners authorize execution by the County Administrator the Federal Bureau of Prisons Intergovernmental Agreement following review and approval by Lane County Legal Counsel.

Adopted this: 25th day of April 2012


Sid Leiken
Chair, Lane County Board of Commissioners

4-16-12
