

W. C. B. I.

AGENDA COVER MEMO

AGENDA DATE: April 6, 2005

TO: Board of County Commissioners

DEPARTMENT: Department of Youth Services

PRESENTED BY: Lisa Smith

AGENDA TITLE: IN THE MATTER OF approving the Amendment to the Intergovernmental Agreement with the Oregon Youth Authority for Individualized Services in the Amount of \$147,477 Increasing Appropriations and Expenditures in Youth Services in the Amount of \$147,477.

I. MOTION

To approve the Amendment to the Intergovernmental Agreement with the Oregon Youth Authority for Individualized Services in the amount of \$147,477, to increase appropriations and expenditures in Youth Services in the amount of \$147,477.

II. ISSUE OR PROBLEM

the Lane County has received an amendment to the Intergovernmental Agreement with Oregon Youth Authority for Individualized Services to add Gang Intervention Services. Youth Services responded to the OYA grant application for Gang Intervention Services requesting funding for graffiti removal services, enhanced supervision and community education/mobilization. The funds must be obligated before June 30, 2005. These requests were approved for funding of \$147,477. Oregon Youth Authority requires that the amendment must be signed by prior to implementation of the activities.

III. DISCUSSION

A. Background/Analysis

The Oregon Youth Authority received funding for gang prevention and intervention services through the Emergency Board. These funds were offered through a Request for Proposals to County Juvenile Departments. Lane County Department of Youth Services responded with a three part proposal that addressed graffiti removal, enhanced supervision and community education/mobilization (A copy of the grant proposal is attached). On March 8, 2005, the Oregon Youth Authority advised Youth Services that the proposal was funded in the amount of \$147,477 for all three activities.

The funds must be obligated before June 30, 2005 so these are short-term projects. Due to the short duration of the funding, Youth Services will utilize existing staff to accomplish the activities.

B. Alternatives/Options

1. To approve the order approving the Amendment to the Intergovernmental Agreement with the Oregon Youth Authority for Individualized Services in the amount of \$147,477, increasing appropriations and expenditures in Youth Services in the amount of \$147,477. This will allow Lane County to implement the graffiti removal, enhanced supervision and community mobilization/education projects as proposed in the grant application.
2. Not to approve the order thereby not accepting the Intergovernmental Agreement with the Oregon Youth Authority for Individualized Services. Youth Services would not provide the graffiti removal, enhanced supervision and community mobilization/education projects as proposed in the grant application.

C. Recommendation

To approve #1 above. This will allow Lane County to provide youth gang intervention/prevention services.

D. Timing

Funding for these services has been available since March 8, 2005 and will cease July 1, 2005. Actions to implement the proposed programming will take place as soon as the Board has acted.

IV. IMPLEMENTATION

Upon approval by the Board the amendment to the Intergovernmental Agreement will be forwarded to the County Administrator for signature, appropriations in revenues and expenditures in Youth Services fund 124 will be increased. Youth Services will begin implementation immediately.

V. ATTACHMENTS

Board Order
Amendment to the Intergovernmental Agreement
Grant Intervention/Prevention Proposal

THE BOARD OF COUNTY COMMISSIONERS, LANE COUNTY, OREGON

RESOLUTION AND ORDER: IN THE MATTER OF APPROVING THE AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT WITH THE OREGON YOUTH AUTHORITY FOR INDIVIDUALIZED SERVICES IN THE AMOUNT OF \$147,477 INCREASING APPROPRIATIONS AND EXPENDITURES IN THE AMOUNT OF \$147,477.

WHEREAS, Lane County Department of Youth Services submitted a grant application to the Oregon Youth Authority to provide graffiti removal, enhanced supervision and community mobilization/education; and

WHEREAS, the Oregon Youth Authority awarded funding in the amount of \$147,477 for the grant proposal submitted by Lane County Department of Youth Services; and

WHEREAS, Oregon Youth Authority has initiated an amendment to the intergovernmental agreement with Lane County increasing funding in the amount of \$147,477 in order for Youth Services to complete the proposed project activities; and

WHEREAS, in order for Lane County to perform its obligations under this agreement, appropriations must be increased; it is hereby

RESOLVED and ORDERED that the Board of County Commissioners accept the amendment to the intergovernmental agreement from the Oregon Youth Authority and delegate authority to the County Administrator to sign the amendment; and further

ORDERED that appropriations in revenues and expenditures in fund 124 be increased by \$147,477.

DATED this _____ day of April, 2005.

Anna Morrison, Chair
Board of County Commissioners

APPROVED AS TO FORM
Date 3/29/05 lane county
J. Laidlaw
OFFICE OF LEGAL COUNSEL



Oregon

Theodore R. Kulongoski, Governor

Oregon Youth Authority

530 Center Street NE, Suite 200

Salem, OR 97301-3765

(503) 373-7205

FAX (503) 373-7622



March 8, 2005

Lane County Youth Services
Attn: Lisa Smith, Director
2727 Martin Luther King Jr. Blvd
Eugene, OR 97404

REVISED AWARD OF GANG INTERVENTION FUNDS

Recently an evaluation committee selected by the Oregon Youth Authority (OYA) reviewed your proposal submitted in response to Request for Application #04017 - Gang Intervention Services.

The committee was favorably impressed with the written proposal you had submitted. Although the OYA is not able to fund all the services you proposed, based on the committee's recommendation, the award is as follows:

Youth Service Graffiti Removal Team	\$56,393
Enhanced Supervision Services	\$38,600
Community Education/Mobilization	<u>\$52,484</u>
Total Funding	\$147,477

You will receive an amendment to your existing Individualized Services Contract to add these services. Please feel free to call Laura Hince in the Contracts and Budget Unit at (503)373-7333 if you have any questions regarding the contracting process.

Sincerely,

Robert S. Jester
Director

cc: Phil Lemman, Deputy Director
RFP File

**OYA Gang Intervention Services
RFA #04017**

1. Describe the nature of the gang problem in the county or region – The gang problem in Lane County impacts the community on several different levels. Lane is a nationally recognized county where hate gangs (e.g., Aryan Group, etc.) recruit high risk juveniles as members. Because the recruitment and the resulting criminal activities of these hate groups are not as visible as “typical gang problems,” the community is less aware the problem exists and less informed about effective responses to it. Also, gang messages are portrayed via graffiti at local business buildings.

Youth Services is requesting Gang Intervention Services to respond to these issues by launching a community education / mobilization effort around this issue, having youth involved in graffiti removal, and enhancing supervision of high risk youth using best practices approach to gang reduction.

a. The number of youth involved in gang activity: The Eugene Police Department tracks gang involvement and estimates that there are 500 gang members in Lane County. Sixty to seventy percent are teens or pre-teens. The county has experienced an increase in recruitment activity for hate groups and gangs in the outlying (rural) areas of Lane County. There are two documented white supremacy groups in Lane County. (www.tolerance.org)

b. The number of youth at high risk of gang involvement: Conservatively, there are between 1,500 and 3,000 juveniles at high risk of gang involvement. The risk factors for delinquency mirror those for predicting gang involvement. Out of the 2,500 individual juvenile offenders, 17 percent (425) will become chronic / serious offenders over a *three year* follow-up period. Probation staff located in the schools report three times that many are at high risk to offend and / or to be recruited by gang groups. This is especially true in rural areas where alternative activities and treatment services have are critically limited. For example, in 2004, a small group of youth, in a rural community, planned and committed an assault of another youth while filming with a portable video camera. It was set to music, distributed and sold to other students before it came to the attention of law enforcement and the national media.

c. Types of public safety issues presented by gang activity: Increased violence against juveniles who are not of the “hate groups” background, increased criminal activity such as burglary, robbery and assaults increased graffiti on buildings, fences, and community structures to designate territory. In addition, gangs often serve as effective vehicles for drug distribution, including methamphetamines. In the 2003 City of Eugene Community Survey, 14% of citizens responded that crime/gangs/drugs were the most important problem facing Eugene. Gang related offenses are more difficult to identify as gang members no longer wear gang “colors” and fear of reprisal from the gang community restricts reporting.

d. Proposed geographical distribution of funds with the county or region: Lane County, Oregon.

2. *Identify the gang intervention services being proposed for funding. For each service proposed, please provide the following information:*

a. Name of service: **Youth Service Graffiti Removal Team**

b. Service: Team of staff supervised youth who remove/repair graffiti on local businesses, private homes and community structures.

c. Target population: Youth between the ages of 14-17 who attend the Martin Luther King Jr. Educational Center and have successfully completed the life skills/job skills program will be eligible for team participation. All youth enrolled at the Martin Luther King Jr. Educational Center are youth offenders who are suspended or expelled from their school of residence.

d. Outcomes: A minimum of 20 individual youth will successfully participate on the Youth Services Graffiti Removal Team. A minimum of 600 hours of graffiti removal will be provided to local businesses, private homes and community structures throughout Lane County.

e. Cost:

f. Geographic area: Cities of Eugene, Springfield, Junction City, Cottage Grove, Creswell, Veneta, Elmira, Oakridge and Florence.

g. Identify the entity providing the service: Lane County Department of Youth Services will provide the service.

h. How this service complements existing community gang intervention efforts: Currently, there is one graffiti removal effort sponsored by the Eugene Police Department using volunteer assistance. They paint over graffiti w/ flat gray paint, if appropriate. In all other situations they advise the victim of ways to remove the graffiti. The proposed service will augment that work and add the "youth" involvement to community restoration. Staff supervision and coordination are essential for this project.

i. Priority: The Youth Service Graffiti Removal Team is the highest priority of this application.

a. Name of service: **Enhanced Supervision Services**

b. Description of service to be provided: Electronic monitoring, voice verification and staff trackers to provide enhanced supervision services. This is needed as a case management / supervision tool due to reduction in staff. Youth Services will also provide effective treatment services to these youth based on Dr. Ed. Latessa's meta-analysis of effective interventions – Dr. Latessa was in Lane in November and the department is now implementing follow-up behavioral / cognitive trainings with all staff. However, the treatment is only as good as our ability to effectively monitor juveniles. The monitoring devices will increase the ability to do that work.

c. Target population: Youth between the ages of 13-17 referred to the Lane County Department of Youth Services. Youth would be assigned to participate as an alternative to detention due to insufficient detention capacity as well as probation violations (non-criminal). Youth released from detention, residential care or shelter will also be eligible to participate to assist in their transition back to the community

d. Outcomes for each service: 65 percent youth placed on electronic monitoring or voice verification will abide by their release agreements, terms of alternative to detention and attend all scheduled court appearances. 70% will participate in behavioral / cognitive skill building services (funding not requested in this proposal, but tied to an effective approach with these youth.)

Youth participating in the electronic monitoring, voice verification or tracking program and treatment services will experience a 72 percent reduction in crime.

e. Cost:

f. Geographic area: Lane County, Oregon.

g. Entity providing the service: Electronic monitoring and voice verification services will be contracted based on a competitive bid/quote process. Tracking will be provided by Lane County staff to be hired. Treatment services will be provided by Youth Services' staff trained in this approach.

h. How service complements gang intervention efforts: It complements current interventions by building on best practices treatment which is the department's goal of working with all youth. Also, it allows supervisors to monitor youths' locations including the extent to which they visit areas of known gang activity or addresses of known gang members. Using electronic monitoring, voice verification and tracking services will provide another level of accountability to further enhance community safety. As described, treatment will also be provided, however, Youth Services needs support for building the "corrections" infrastructure.

i. Priority of this service – This is the second highest priority of this application.

a. Name of service: **Community Education/Mobilization**

b. Services: Provide education to citizens of Lane County regarding youth gangs through a multi-media gang & hate awareness campaign. Lane County Department of Youth Services will work with local media outlets to provide educational information through the use of print, television, radio and other media to educate the citizens of Lane County about gangs and what can be done in their communities to prevent/combat this problem. Information will also be distributed to schools and civic organizations. DYS will also, along with other youth serving agencies, sponsor a youth event to bring additional attention to this issue.

c. Target population: Lane County citizens including lay citizens (with youth and youth groups), service providers, planning groups, other key stakeholders.

d. Outcomes: Understanding of the gang / hate groups in Lane County including impact and information regarding "what you can do." Also, an increase in participating in gang prevention and reduction services.

e. Cost: \$64,984

f. Geographic area: Lane County, Oregon.

g. Entity providing service: Lane County Department of Youth Services will coordinate with existing media outlets in Lane County. Ad development will be subcontracted using a competitive bid/quote process.

h. How this service complements existing community gang intervention efforts: The goal is to not only "complement" current services, but it is also the catalyst to community education and involvement in this effort. A very effective vehicle for community mobilization in Lane County has been the Media United Against Drugs effort. A similar approach could be taken with gang and hate awareness.

i. Priority: Out of the three projects, this is the third priority.

OYA Gang Intervention Services
RFA #04017 2nd Amended Budget Request

Graffiti Removal Team

.5 Program Coordinator	\$10,200
Staff supervision Salaries	23,577
Youth Salaries	10,000
Materials and Services	10,616
Van and Fuel	2,000
Total	\$56,393

Enhanced Supervision

Juvenile Counselor	26,600
Electronic Monitoring	5,000
M&S	1000
Voice Verification	4000
Car and Fuel	2000
Total	38,600

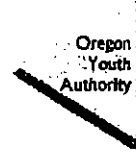
Community Education/Mobilization

Extra Help	7000
Community Survey	1000
2 five minute DVD's	2000
Advertising	30,000
Brochures	1,500
Fliers	500
Laminated Posters	615
Street Banners	1369
Powerpoint	
Website	
Consulting	3000
Youth Summit	5500
Total	52484

Total	147,477
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In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audio tape, oral presentation, and computer disk. To request an alternate format call the State of Oregon, Oregon Youth Authority, Budget and Contracts Unit at (503) 373-7371.

**AMENDMENT
STATE OF OREGON
INTERGOVERNMENTAL AGREEMENT
(Individualized Services)**



Contract Log # 1718d

This Fourth AMENDMENT TO INTERGOVERNMENTAL AGREEMENT (this "Amendment") is made by and between the STATE OF OREGON, acting by and through its **OREGON YOUTH AUTHORITY** ("Department"), and **LANE COUNTY BOARD OF COMMISSIONERS**, for its **LANE COUNTY YOUTH SERVICES** ("County"). For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The original Agreement by and between Department and County, dated July 1, 2001, contract number 1718, is hereby amended as follows: **Language to be added is bolded and underlined; [language to be deleted is bolded and bracketed]:**

a. Amend the Agreement document, page 1, Section 3, entitled "Consideration" to change the not to exceed amount from **[\$409,464.00]** to **\$556,941.00**.

b. Amend the Agreement document, page 1, Section 4, entitled "Documents" to read as follows:

4. Documents. This Agreement consists of the following documents which are listed in descending order of precedence and are attached and incorporated by this reference: this Agreement less exhibits and attachments, Exhibit A **and Exhibit B (Gang Intervention Statement of Work)**.

2. Except as expressly amended by this Amendment, all terms and conditions of the Agreement remain unamended and in full force and effect.

3. By signature below, County certifies that the representations, warranties, and certifications in the Agreement are true and effective as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment, and the individual signing on behalf of County certifies under penalty of perjury that (i) s/he is authorized to act on behalf of County, (ii) s/he has knowledge regarding payment of taxes by County, and (iii) to the best of her/his knowledge, County is not in violation of any Oregon tax laws, including, without limitation, state inheritance tax, gift tax, personal income tax, withholding tax, corporation income and excise taxes, amusement device tax, timber taxes, cigarette tax, other tobacco tax, 9-1-1 emergency communications tax, the homeowners and renters property tax relief program, and local taxes administered by the Department of Revenue (Multnomah County Business Income Tax, Lane Transit District Tax, Tri-Metropolitan Transit District Employer Payroll Tax, and Tri-Metropolitan Transit District Self-Employment Tax).

4. Department's performance hereunder is conditioned upon County's compliance with the provisions of ORS 279C.505, 279C.515, 279B.235, 279B.230, and 279B.270, as amended from time to time, which are hereby incorporated by this reference.

(Balance of page left intentionally blank)

5. This Amendment is effective the date on which this Amendment is fully executed by the parties and fully approved as required by applicable statutes and rules.

I hereby certify and affirm I am eligible and authorized to sign this agreement on behalf of the County.

By: _____ Date: _____

Title: _____

Mailing Address: _____

Facsimile: _____

DEPARTMENT: STATE OF OREGON, acting by and through its Oregon Youth Authority

By: _____ Date: _____
Manager of Budget and Contracts

Mailing Address: 530 Center St. NE, Suite 200
Salem, Oregon 97301-3740

Facsimile: (503) 373-7921

Approved by **Department of Administrative Services** (Required for non-client services if total amount owing under the Agreement exceeds \$75,000):

By: _____ N/A _____ Date: _____
Personal Services Contracts Section

Other Required Signature:

By: _____ N/A _____ Date: _____
Authorized Signature

Approved as to Legal Sufficiency by the **Attorney General's Office** (Required if total amount owing under the Agreement, including amendments, exceeds \$75,000):

By: *Edward S. Kuncer* Date: 3/13/05
Assistant Attorney General

Reviewed by **OYA Contracts Specialist:**

By: _____ Date: _____

**EXHIBIT B
INTERGOVERNMENTAL AGREEMENT**

OYA Contract Number: 1718d

Contractor: Lane County

1. STATEMENT OF WORK:

1.1 County shall provide gang intervention services as defined in Section 1.2 below, with Youth gang intervention funds identified in Section 2.1 of this Exhibit B, which are targeted for services with the goal of decreasing gang activity in the community. The services may be directed at youth gang members, youth who are affiliated with gangs but not gang members, or youth at high-risk of gang involvement.

1.2 County shall provide the following services through June 30, 2005:

- a. youth service graffiti removal team;
- b. enhanced supervision services; and
- c. community education/mobilization.

1.3 Reporting Requirements shall include but not be limited to:

a. Fiscal Reporting. The County shall submit expenditure information at such frequency as may be requested by the Department using forms designated by the Department.

The County shall submit a fiscal report to the Department detailing how the gang intervention funds were expended under Section 2.1 a and b of this Exhibit B. The fiscal report shall be submitted to the Department within 90 days after June 30, 2005.

b. Program Reporting. The County shall describe in writing the public safety benefits and provide outcome measures for each service for which funding was given. For youth-specific services, the County shall collect information on each youth served, and report on outcomes such as recidivism, successful completion of program services, school attendance or workforce participation, etc. For services not relating to specific youth, the County shall provide outcome measures that specifically identify an outcome that improves public safety. The Program report shall be submitted to the Department within 90 days after June 30, 2005.

1.4 Supervising Representatives: The Supervising Representatives for purposes of this Exhibit B shall be:

DEPARTMENT: Robyn Cole, Assistant Director, Field Operations Manager
(503) 378-8261
530 Center Street NE, Suite 200, Salem, OR 97301

COUNTY: Lisa Smith, Youth Services Director
(541) 682-4705
2727 Martin Luther King, Jr. Blvd., Eugene, OR 97404

Should a change in the Department's or County's Supervising Representative become necessary, Department or County will notify the other party of such change. Such change shall be effective without the necessity of executing a formal amendment to this Agreement.

1.5 The County is solely responsible for furnishing all necessary supplies, materials, equipment and services, transportation, and anything required or appropriate to provide the services specified in this Agreement.

1.6 The County shall ensure that, before any person provides services under this Agreement, the person meets the Department's criminal history records check standards as set forth in OAR 416-800-0000 to 416-800-0070.

2. CONSIDERATION:

2.1 As consideration for the services provided by the County under this Exhibit B, the Department, subject to the provision of ORS 293.462 (payment of overdue account charges) and the terms and conditions of this Agreement will pay to the County by warrant(s) an amount equal to the lesser of \$147,477.00, or the actual costs reasonably and necessarily incurred by County in delivering gang intervention services under this Exhibit B. Payments will be made as follows:

- a. \$73,738.50 will be paid upon execution of this amendment "1718d"; and
- b. \$73,738.50 will be paid upon receipt of an invoice, as set forth in Section 3.2 of this Exhibit B, after June 30, 2005.

Payment is for the provision of services as follows:

1. youth service graffiti removal team projected costs are \$56,393.00;
2. enhanced supervision services projected costs are \$38,600.00; and
3. community education/mobilization projected costs are \$52,484.00

The payment under Section 2.1 a above is considered an advance of funds to County which County may retain only if used to cover costs reasonably and necessarily incurred by County in delivering the gang intervention services described in this Exhibit B, in accordance with terms and conditions of this Agreement, prior to June 30, 2005. County must repay to Department, in a manner specified by Department, any funds paid to County under this Section 2 that exceed or are not used to cover the foregoing costs.

2.2 The County shall not use the funds provided hereunder to supplant money otherwise provided to the County Juvenile Department for services to delinquent youth.

2.3 The County agrees that the rates charged to the Department for services to youth under this Agreement shall not exceed rates for comparable services to youth not covered by this Agreement.

2.4 It is agreed that any payment or reimbursement received by the County from a parent, or guardian, or any other personal entitlement received on behalf of any youth served under this Agreement shall be promptly remitted by the County to the Department.

2.5 The County will not impose or demand any fees from any person or agency (other than the Department) for services provided and paid for under this Agreement, unless these fees have been approved in advance in writing by the Department.

3. PAYMENT:

3.1 County shall not submit invoices for, and Department will not pay, for services provided under this Exhibit B, any amount in excess of the maximum compensation amount set forth above in Section 2.1 of this Exhibit B.

3.2 County shall submit an invoice for Work performed for review and approval by Department. The invoice shall describe all Work performed under this Exhibit B. The invoice shall be prepared on Department's form of invoice which County shall submit to: Oregon Youth Authority, Attn: Robyn Cole, 530 Center Street NE, Suite 200, Salem, Oregon 97301, in accordance with Department's instructions provided by Department to County. Payment of any amount under this Agreement shall not constitute approval of the Work.

3.3 If payments to County by the Department under this Agreement, or under any other contract between the County and the Department, are made in error or are found by the Department to be excessive under the terms of this Agreement or the other contract, the Department, after giving written notification to the County, may withhold payments due to County under this Agreement in such amounts, and over such periods of time, as are deemed necessary by the Department to recover the amount of the overpayment. This subsection 3.3 shall survive expiration or earlier termination of this Agreement and be fully enforceable thereafter.

3.4 County must submit its final invoice to the Department no later than ninety (90) days after June 30, 2005. The Department shall be under no obligation to pay for services not billed within ninety (90) days after June 30, 2005.

3.5 In addition to audit provisions elsewhere in this Agreement, the Department reserves the right to periodically audit and review the actual expenses of the County for the following purposes:

- 1) To document the relation between the established payments under this Agreement and the amounts spent by the County.
- 2) To document that the amounts spent by the County are reasonable and necessary to assure quality service.
- 3) To assure that the County's expenses are allowable in accordance with Federal OMB Circulars A-87 or A-122 on Allowable Costs. In the event a periodic audit and review by the Department shows that the County's expenses are not allowable under Federal OMB Circulars A-87 or A-122 on Allowable Costs in any material respect, Department may terminate this Agreement.

3.6 In addition to any other rights accorded to the Department under this Agreement, if the County fails to comply with the provisions of subsections 2.2, 2.3, 2.4, 2.5 and 3.5 above, the Department may terminate this Agreement pursuant to Section 12 c.(iv) and invoke the remedies available to it and/or may exercise its rights under subsection 3.3 of this Exhibit B.

3.7 It is agreed that the amount paid under this Agreement may be changed by the Department as a result of Legislative action. The Department shall provide the County with written notice of any such change. Notwithstanding the order of precedence listed in Section 4 of this Agreement, this Subsection 3.7 of this Exhibit B takes precedence over all other provisions of this Agreement including all Exhibits.

4. AMENDMENT:

This Agreement may be amended at any time by mutual agreement of the parties for time, money, and/or services. Any such amendment is not effective until approved by all parties and all necessary legal approvals have been obtained from the Department of Justice.

5. SERVICES TO CULTURALLY DIVERSE YOUTH AND FAMILIES:

Providing equal access to and maximum benefit from services for youth and families who are members of culturally diverse groups is a priority for the Department. The County shall be responsible for developing a plan to identify the steps to be taken toward becoming more culturally competent in order to serve, more effectively, culturally diverse youth. During the regularly scheduled review of the County's program, the Department shall review information regarding efforts to deliver services which benefit culturally diverse youth and families.

6. MEDIA DISCLOSURE

The County shall not provide information to the media regarding a recipient of services purchased under this Contract without first consulting the Department office which referred the youth or family. The County will make immediate contact with the Department's office when media contact occurs. The Department's office will assist the County with an appropriate follow-up response for the media.

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(Individualized Services)**



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4. Documents. This Agreement consists of the following documents which are listed in descending order of precedence and are attached and incorporated by this reference: this Agreement less exhibits and attachments, Exhibit A and Exhibit B (Gang Intervention Statement of Work).

2. Except as expressly amended by this Amendment, all terms and conditions of the Agreement remain unamended and in full force and effect.

3. By signature below, County certifies that the representations, warranties, and certifications in the Agreement are true and effective as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment, and the individual signing on behalf of County certifies under penalty of perjury that (i) s/he is authorized to act on behalf of County, (ii) s/he has knowledge regarding payment of taxes by County, and (iii) to the best of her/his knowledge, County is not in violation of any Oregon tax laws, including, without limitation, state inheritance tax, gift tax, personal income tax, withholding tax, corporation income and excise taxes, amusement device tax, timber taxes, cigarette tax, other tobacco tax, 9-1-1 emergency communications tax, the homeowners and renters property tax relief program, and local taxes administered by the Department of Revenue (Multnomah County Business Income Tax, Lane Transit District Tax, Tri-Metropolitan Transit District Employer Payroll Tax, and Tri-Metropolitan Transit District Self-Employment Tax).

4. Department's performance hereunder is conditioned upon County's compliance with the provisions of ORS 279C.505, 279C.515, 279B.235, 279B.230, and 279B.270, as amended from time to time, which are hereby incorporated by this reference.

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5. This Amendment is effective the date on which this Amendment is fully executed by the parties and fully approved as required by applicable statutes and rules.

I hereby certify and affirm I am eligible and authorized to sign this agreement on behalf of the County.

By: _____ Date: _____

Title: _____

Mailing Address: _____

Facsimile: _____

DEPARTMENT: STATE OF OREGON, acting by and through its Oregon Youth Authority

By: _____ Date: _____
Manager of Budget and Contracts

Mailing Address: 530 Center St. NE, Suite 200
Salem, Oregon 97301-3740

Facsimile: (503) 373-7921

Approved by **Department of Administrative Services** (Required for non-client services if total amount owing under the Agreement exceeds \$75,000):

By: _____ N/A _____ Date: _____
Personal Services Contracts Section

Other Required Signature:

By: _____ N/A _____ Date: _____
Authorized Signature

Approved as to Legal Sufficiency by the **Attorney General's Office** (Required if total amount owing under the Agreement, including amendments, exceeds \$75,000):

By: *David Kancler* Date: 3/13/05
Assistant Attorney General

Reviewed by **OYA Contracts Specialist:**

By: _____ Date: _____

**EXHIBIT B
INTERGOVERNMENTAL AGREEMENT**

OYA Contract Number: 1718d

Contractor: Lane County

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- b. enhanced supervision services; and
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b. Program Reporting. The County shall describe in writing the public safety benefits and provide outcome measures for each service for which funding was given. For youth-specific services, the County shall collect information on each youth served, and report on outcomes such as recidivism, successful completion of program services, school attendance or workforce participation, etc. For services not relating to specific youth, the County shall provide outcome measures that specifically identify an outcome that improves public safety. The Program report shall be submitted to the Department within 90 days after June 30, 2005.

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DEPARTMENT: Robyn Cole, Assistant Director, Field Operations Manager
(503) 378-8261
530 Center Street NE, Suite 200, Salem, OR 97301

COUNTY: Lisa Smith, Youth Services Director
(541) 682-4705
2727 Martin Luther King, Jr. Blvd., Eugene, OR 97404

Should a change in the Department's or County's Supervising Representative become necessary, Department or County will notify the other party of such change. Such change shall be effective without the necessity of executing a formal amendment to this Agreement.

1.5 The County is solely responsible for furnishing all necessary supplies, materials, equipment and services, transportation, and anything required or appropriate to provide the services specified in this Agreement.

1.6 The County shall ensure that, before any person provides services under this Agreement, the person meets the Department's criminal history records check standards as set forth in OAR 416-800-0000 to 416-800-0070.

3.5 In addition to audit provisions elsewhere in this Agreement, the Department reserves the right to periodically audit and review the actual expenses of the County for the following purposes:

- 1) To document the relation between the established payments under this Agreement and the amounts spent by the County.
- 2) To document that the amounts spent by the County are reasonable and necessary to assure quality service.
- 3) To assure that the County's expenses are allowable in accordance with Federal OMB Circulars A-87 or A-122 on Allowable Costs. In the event a periodic audit and review by the Department shows that the County's expenses are not allowable under Federal OMB Circulars A-87 or A-122 on Allowable Costs in any material respect, Department may terminate this Agreement.

3.6 In addition to any other rights accorded to the Department under this Agreement, if the County fails to comply with the provisions of subsections 2.2, 2.3, 2.4, 2.5 and 3.5 above, the Department may terminate this Agreement pursuant to Section 12 c.(iv) and invoke the remedies available to it and/or may exercise its rights under subsection 3.3 of this Exhibit B.

3.7 It is agreed that the amount paid under this Agreement may be changed by the Department as a result of Legislative action. The Department shall provide the County with written notice of any such change. Notwithstanding the order of precedence listed in Section 4 of this Agreement, this Subsection 3.7 of this Exhibit B takes precedence over all other provisions of this Agreement including all Exhibits.

4. AMENDMENT:

This Agreement may be amended at any time by mutual agreement of the parties for time, money, and/or services. Any such amendment is not effective until approved by all parties and all necessary legal approvals have been obtained from the Department of Justice.

5. SERVICES TO CULTURALLY DIVERSE YOUTH AND FAMILIES:

Providing equal access to and maximum benefit from services for youth and families who are members of culturally diverse groups is a priority for the Department. The County shall be responsible for developing a plan to identify the steps to be taken toward becoming more culturally competent in order to serve, more effectively, culturally diverse youth. During the regularly scheduled review of the County's program, the Department shall review information regarding efforts to deliver services which benefit culturally diverse youth and families.

6. MEDIA DISCLOSURE

The County shall not provide information to the media regarding a recipient of services purchased under this Contract without first consulting the Department office which referred the youth or family. The County will make immediate contact with the Department's office when media contact occurs. The Department's office will assist the County with an appropriate follow-up response for the media.

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