

W. B. F. 2

## AGENDA COVER MEMO

AGENDA DATE: July 16, 2008  
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 \$95,000 Increasing Appropriations and Expenditures in Youth Services in the Amount of \$95,000 and delegate authority to the County Administrator to sign the amended IGA.

### I. MOTION

To approve the Amendment to the Intergovernmental Agreement with the Oregon Youth Authority for Individualized Services in the amount of \$95,000, to increase appropriations and expenditures in Youth Services in the amount of \$95,000.

### II. ISSUE OR PROBLEM

Lane County has received an amendment to the Intergovernmental Agreement with the 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 minority mentor recruitment and community education/mobilization. The funds must be obligated before June 30, 2009. These requests were approved for funding in the amount of \$95,000. Oregon Youth Authority requires that the amendment must be signed 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 two part proposal that addressed minority mentor recruitment for DYS involved youth and community education/mobilization for the Southern Region Juvenile Departments (Lane, Douglas, Josephine, Jackson, Klamath, Coos, and Curry Counties). The Oregon Youth Authority advised Youth Services that the

proposal was funded in the amount of \$95,000 for all these activities.

We will contract with individuals or agencies to help identify the mentoring needs for ethnic minority youth at DYS, to work with various communities to identify the pool of possible mentors and to work with mentoring agencies to enhance their understanding of DYS needs and links to interested mentors. There is \$60,000 for contracting services and to pay for mentoring slots for the youth. The impact of this work has the possibility of increased future services as the contractor will help build an infrastructure that is intended to continue after this project.

The funds must be obligated before June 30, 2009 so these are short-term projects. Due to the short duration of the funding, Youth Services will utilize existing staff and contract with others in order to accomplish these 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 \$95,000, increasing appropriations and expenditures in Youth Services in the amount of \$95,000 and authorize the County Administrator to sign the amended IGA. This will allow Lane County to implement the minority mentor recruitment 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 minority mentor recruitment 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

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 260 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 \$95,000, INCREASING APPROPRIATIONS AND EXPENDITURES IN YOUTH SERVICES IN THE AMOUNT OF \$95,000 AND DELEGATE AUTHORITY TO THE COUNTY ADMINISTRATOR TO SIGN THE AMENDED IGA.

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

WHEREAS, the Oregon Youth Authority awarded funding in the amount of \$95,000 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 \$95,000 in order for Youth Services to complete the proposed project activities; and

WHEREAS, in order for Lane County to perform it's 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 260 be increased by \$95,000.

DATED this \_\_\_\_\_ day of July, 2008.

\_\_\_\_\_  
Faye Stewart, Chair  
Board of County Commissioners

APPROVED AS TO FORM  
Date: 7/21/08 Lane County  
212  
OFFICE OF LEGAL COUNSEL

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.

**STATE OF OREGON  
INTERGOVERNMENTAL AGREEMENT  
Gang Intervention Services**



**Effective Date JUN 30 2009**

Agreement #11111

This Agreement is between the State of Oregon, acting by and through its **OREGON YOUTH AUTHORITY**, hereafter called "**OYA**" or "**Agency**", and **LANE COUNTY**, hereafter called "**County**".

**1. Effective Date and Duration.** This Agreement shall become effective upon execution by each of the parties hereto and approval as required by applicable law. Unless extended or terminated earlier in accordance with its terms, this Agreement shall terminate when Agency accepts County's completed performance or on **June 30, 2009**, whichever date occurs first. Agreement termination shall not extinguish or prejudice Agency's right to enforce this Agreement with respect to any default by County that has not been cured.

**2. Statement of Work.** County shall perform the work (the "Work" or "Service") as set forth in the Statement of Work, which includes the delivery schedule for such Work, and that is attached hereto as Exhibit A. County shall perform the Work in accordance with the terms and conditions of this Agreement.

**3. Consideration**

**a.** The maximum, not-to-exceed compensation payable to County under this Agreement, which includes any allowable expenses, is **\$95,000.00**. Agency will not pay County any amount in excess of the not-to-exceed compensation of this Agreement for completing the Work, and will not pay for Work performed before the date this Agreement becomes effective or after the termination of this Agreement. If the maximum compensation is increased by amendment of this Agreement, the amendment must be fully effective before County performs Work subject to the amendment.

**b.** Interim payments to County shall be subject to ORS 293.462, and shall be made in accordance with the payment schedule and requirements in Exhibit A.

**c.** Agency will pay only for completed Work that is accepted by Agency.

**4. Documents.** This Agreement consists of the following documents, which are listed in descending order of precedence: this Agreement less all exhibits, attached Exhibit A (the Statement of Work) and Exhibit B (the OYA Gang Intervention Services Application completed by County in response to Request for Application #07001). Exhibit A is attached hereto and incorporated herein by this reference. Exhibit B will be on file with County and Agency.

**5. Independent Contractor; Responsibility for Taxes and Withholding**

**a.** County shall perform all Work as an independent contractor. The Agency reserves the right (i) to determine and modify the delivery schedule for the Work and (ii) to evaluate the quality of the Work Product, however, the Agency may not and will not control the means or manner of County's performance. County is responsible for determining the appropriate means and manner of performing the Work.

**b.** If County is currently performing work for the State of Oregon or the federal government, County by signature to this Agreement, represents and warrants that: County's Work to be performed under this Agreement creates no potential or actual conflict of interest as defined by ORS 244 and no statutes, rules or regulations of the state or federal agency for which County currently performs work would prohibit County's Work under this Agreement.

**c.** The parties agree and acknowledge that their relationship is that of independent contracting parties and that County is not an "officer", "employee", or "agent" of the Agency, as those terms are used in ORS 30.265.

**d.** County shall be responsible for all federal or state taxes applicable to compensation or payments paid to County under this Agreement and, unless County is subject to backup withholding, Agency will not withhold from such compensation or payments any amount(s) to cover County's federal or state tax obligations. County is not eligible

for any social security, unemployment insurance or workers' compensation benefits from compensation or payments paid to County under this Agreement, except as a self-employed individual.

#### **6. Subcontracts, Successors, and Assignments**

a. County may contract with a third person or entity (a "Subcontractor") for delivery of a particular Service or portion thereof (a "Subcontract"). County may permit a Subcontractor to subcontract with a third person or entity for delivery of a particular Service or portion thereof and such subcontractors shall also be considered Subcontractors for purposes of this Agreement and the subcontracts shall be considered Subcontracts for purposes of this Agreement. County shall not permit any person or entity to be a Subcontractor unless the person or entity holds all licenses, certificates, authorizations and other approvals required by applicable law to deliver the Service. The Subcontract must be in writing and contain all provisions of this Agreement necessary for County to comply with its obligations under this Agreement and applicable to the Subcontractor's performance under the Subcontract, including but not limited to, all provisions of this Agreement that expressly require County to require Subcontractor's compliance with respect thereto. County shall maintain an originally executed copy of each Subcontract at its office and shall furnish a copy of any Subcontract to the Agency upon request.

b. County shall not assign, delegate or transfer its interest in this Agreement without prior written approval of Agency. Any such assignment or transfer, if approved, is subject to such conditions and provisions as the Agency may deem necessary. No approval by the Agency of the assignment or transfer of interest shall be deemed to create any obligation of the Agency in addition to those set forth in the Agreement.

c. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, and permitted assigns.

**7. No Third Party Beneficiaries.** The Agency and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. The parties agree that County's performance under this Agreement is solely for the benefit of the Agency to assist and enable the Agency to accomplish its statutory mission. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

**8. Funds Available and Authorized; Payments.** County shall not be compensated for Work performed under this Agreement by any other agency or department of the State of Oregon. Agency certifies that it has sufficient funds currently authorized for expenditure to finance the costs of this Agreement within the Agency's current biennial appropriation or limitation. County understands and agrees that Agency's payment of amounts under this Agreement is contingent on Agency receiving appropriations, limitations, allotments or other expenditure authority sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement.

**9. Representations and Warranties.** County represents and warrants to Agency as follows:

a. **Organization and Authority.** County is a political subdivision of the State of Oregon duly organized and validly existing under the laws of the State of Oregon. County has full power, authority and legal right to make this Agreement and to incur and perform its obligation hereunder.

b. **Due Authorization.** The making and performance by County of this Agreement (1) have been duly authorized by all necessary action of County and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of County's charter or other organizational document and (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which County is a party or by which County or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any other governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by County of this Agreement.

c. **Binding Obligation.** This Agreement has been duly executed and delivered by County and constitutes a legal, valid and binding obligation of County, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

d. **Accuracy of Information.** The statements made in and the information provided in connection with any applications, requests or submissions to the State hereunder or in connection with any funding provided to County hereunder are true and accurate in all materials respects.

e. **Services.** The delivery of each Service will comply with the terms and conditions of this Agreement and meet the standards for such Service as set forth herein, including but not limited to, any terms, conditions, standards and requirements set forth in Exhibit A.

f. The warranties set forth above are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

#### **10. Ownership of Intellectual Property.**

a. Except as otherwise expressly provided herein, or as otherwise provided by state or federal law, Agency will not own the right, title and interest in any intellectual property created or delivered by County or a subcontractor in connection with the Services. With respect to that portion of the intellectual property that the County owns, County grants to Agency a perpetual Worldwide, not-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to (i) use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the intellectual property, (ii) authorize third parties to exercise the rights set forth in Section 10.a(i) on the Agency's behalf, and (iii) sublicense to third parties the rights set forth in Section 10a(i).

b. If state or federal law requires that Agency or County grant to the United States a license to any intellectual property or if state or federal law requires that Agency or the United States own the intellectual property, then County shall execute such further documents and instruments as Agency may reasonably request in order to make any such grant or to assign ownership in the intellectual property to the United States or Agency. To the extent that Agency becomes the owner of any intellectual property created or delivered by County in connection with the Services, the Agency will grant a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to County to use, copy, distribute, display, build upon and improve the intellectual property.

c. County shall include in its subcontracts terms and conditions necessary to require that subcontractors execute such further documents and instruments as Agency may reasonably request in order to make any grant of license or assignment of ownership that may be required by federal or state law.

#### **11. Indemnity**

a. The County agrees to be responsible for any damage or any third party liability which may arise from its activities associated with this Agreement subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and the Oregon Constitution Article XI, section 10, to the extent liability arising out of the negligence of the County. The County shall not be required to indemnify or defend the Agency for any liability arising out of the wrongful acts of employees or agents of the State.

b. The State of Oregon agrees to be responsible for any damage or any third party liability which may arise from its activities associated with this Agreement subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through ORS 30.300, and the Oregon Constitution Article XI, Section 7, to the extent of liability arising out of the negligence of the Agency. The Agency will not be required to indemnify or defend the County for any liability arising out of wrongful acts of employees or agents of the County.

c. 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.

#### **12. Default; Remedies; Termination.**

a. Default by County. County shall be in default under this Agreement upon the occurrence of any of the following events:

(i) County fails to perform, observe or discharge any of its covenants, agreements or obligations set forth herein;

(ii) Any representation, warranty or statement made by County herein or in any documents or reports relied upon by Agency to measure the delivery of Services, the expenditure of funds or the performance by County is untrue in any material respect when made;

(iii) County (i) applies for or consent to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (ii) admits in writing its inability, or is generally unable, to pay its debts as they become due, (iii) makes a general assignment for the benefit of its creditors, (iv) is adjudicated a bankrupt or insolvent, (v) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (vi) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (vii) fails to controvert in a timely and

appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (viii) takes any action for the purpose of effecting any of the foregoing; or

(iv) A proceeding or case is commenced, without the application or consent of County, in any court of competent jurisdiction, seeking (i) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of County, (ii) the appointment of a trustee, receiver, custodian, liquidator, or the like of County or of all or any substantial part of its assets, or (iii) similar relief in respect to County under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues un-dismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against County is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

b. Agency Default. Agency shall be in default under this Agreement upon the occurrence of any of the following events:

(i) Agency fails to perform, observe or discharge any of its covenants, agreements, or obligations set forth herein; or

(ii) Any representation, warranty or statement made by Agency herein is untrue in any material respect when made.

c. Termination.

(i) County Termination. County may terminate this Agreement in its entirety:

(A) For its convenience, upon 90 days advance written notice to the Agency.

(B) Upon 30 days advance written notice to Agency, if Agency is in default under this Agreement and such default remains uncured at the end of said 30 day period or such longer period, if any, as County may specify in the notice.

(C) Upon 45 days advance written notice to Agency, if County does not obtain funding, appropriations and other expenditure authorizations from County's governing body, federal, state or other sources sufficient to permit County to satisfy its performance obligations under this Agreement, as determined by County in the reasonable exercise of its administrative discretion.

(D) Immediately upon written notice to Agency, if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that County no longer has the authority to meet its obligations under this Agreement.

(ii) Agency's Termination. Agency may terminate this Agreement in its entirety:

(A) For its convenience, upon 90 days' advance written notice to County.

(B) Upon 45 days written notice to County, if Agency does not obtain funding, appropriations and other expenditure authorizations from federal, state or other sources sufficient, in the exercise of Agency's reasonable administrative discretion, to meet the payment obligations of Agency under this Agreement.

(C) Immediately upon written notice to County if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that the Agency does not have the authority to meet its obligations under this Agreement or no longer has the authority to provide the funds from the funding source it had planned to use

(D) Upon 30 days advance written notice to County, if County is in default under this Agreement and such default remains uncured at the end of said 30 day period or such longer period, if any, as Agency may specify in the notice.

(E) Immediately upon written notice to County, if any license or certificate required by law or regulation to be held by County or a subcontractor to deliver the Service is for any reason denied, revoked, suspended, not renewed or changed in such a way that County or a subcontractor no longer meets requirements to deliver the Service.

(F) Immediately upon written notice to County, if Agency determines that County or any of its Providers have or may have endangered, or are or may be endangering the health or safety of a youth or others.

(d) Entire Agreement. Upon termination of this Agreement in its entirety, Agency shall have no further obligation to pay funds to County under this Agreement, whether or not Agency has paid to County all funds described in Exhibit A. Notwithstanding the foregoing, Agency shall make payments to reimburse County's for services provided prior to the effective date of termination where such services are authorized pursuant to this Agreement and are not disputed by Agency.

**13. Limitation of Liabilities.** EXCEPT FOR LIABILITY OF DAMAGES ARISING OUT OF OR RELATED TO SECTION 11, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT. NEITHER PARTY SHALL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT OR ANY PART HEREOF IN ACCORDANCE WITH ITS TERMS.

**14. Records Maintenance; Access.** County shall maintain, and require all subcontractors to maintain, all financial records relating to this Agreement and any subcontractor contract in accordance with generally accepted



accounting principles. In addition, County shall maintain and require all subcontractors to maintain, any other records (including but not limited to statistical records) pertinent to this Agreement in such a manner as to clearly document County's and each subcontractor's performance. County acknowledges and agrees that Agency and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to such fiscal and statistical records and other books, documents, papers, plans and writings of County that are pertinent to this Agreement to perform examinations, audits and program reviews and make excerpts and transcripts. A copy of an audit or report will be made available to County. County shall retain and keep accessible all such fiscal and statistical records, books, documents, papers, plans, and writings for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.

**15. Compliance with Applicable Law.** County shall comply and require all subcontractors to comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the delivery of Services. Without limiting the generality of the foregoing, County expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) ORS Chapter 659, as amended; (ix) all regulations and administrative rules established pursuant to the foregoing laws; and (x) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. Agency's performance under the Agreement is conditioned upon County's compliance with the provisions of ORS 279B.220, 279B.230 and 279B.235, which are incorporated by reference herein. County shall, to the maximum extent economically feasible in the performance of this Agreement, use recycled paper (as defined in ORS 279A.010(1)(gg)), recycled PETE products (as defined in ORS 279A.010(1)(hh)), and other recycled products (as "recycled product" is defined in ORS 279A.010(1)(ii)).

**16. Force Majeure.** Neither Agency nor County shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, natural causes, and war which is beyond respectively, the Agency's or County's reasonable control. Each party shall, however, make all reasonable efforts to remove or eliminate such cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.

**17. Survival.** All rights and obligations shall cease upon termination or expiration of this Agreement, except for the rights and obligations set forth in Sections 1, 6, 7, 8, 9, 10, 11, 12, 13, 14, 17, 19, 20, 21, 22, 24 and 30.

**18. Notice.** Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing, by personal delivery, facsimile, electronic mail, or mailing the same, postage prepaid, to County or Agency at the address, number or e-mail address set forth in this Agreement, or to such other addresses or numbers as either party may indicate pursuant to this Section 18. Any communication or notice so addressed and mailed shall be effective five (5) days after mailing. Any communication or notice delivered by facsimile shall be effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the recipient, or on the next business day, if transmission was outside normal business hours of the recipient. Any communication or notice delivered by electronic mail shall be effective upon the sender's receipt of confirmation generated by the recipient's e-mail system that the notice has been received by the recipient's e-mail system. Any communication or notice given by personal delivery shall be effective when actually delivered.

**19. Severability.** The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

**20. Counterparts.** This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Agreement so executed shall constitute an original.

**21. Governing Law; Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between Agency (and/or any other agency or department of the State of Oregon) and County that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within a Circuit Court of the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. COUNTY, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

**22. Integration and Waiver.** This Agreement, including all of its Exhibits, constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

**23. Criminal History Checks:** The Agency has statutory authority to access criminal offender information on all persons providing services under this Agreement (ORS 420A.010 (11)).

**24. Confidentiality of Information.**

a. Unless otherwise required by law, the use or disclosure by the County and its employees and agents of any information concerning a recipient of Services, for any purpose not directly connected with the administration of the County's responsibilities with respect to such Services, is prohibited, except on written consent of the person or persons authorized by law to consent to such use or disclosure. The County shall prohibit the use or disclosure by the County's subcontractors and their employees and agents of any information concerning a recipient of Services provided under the applicable subcontracts, for any purpose not directly connected with the administration of the County's or subcontractor's responsibilities with respect to such Services, except on written consent of the person or persons authorized by law to consent to such use or disclosure. All records and files shall be appropriately secured to prevent access by unauthorized persons. The County shall, and shall require its subcontractors to, comply with all appropriate federal and state laws, rules and regulations regarding confidentiality of client records.

b. Agency shall include a provision in its contracts with contractors who utilize information related to the Services provided under this Agreement for research purposes, providing that contractor and its subcontractors under that contract shall not release confidential information on individual youth for purposes unrelated to the administration of the contract or required by applicable law, and a provision that contractor or its subcontractors under that contract shall appropriately secure all records and files to prevent access by unauthorized persons.

c. County shall maintain and require all Providers to maintain a Client record for each youth that receives a Service.

**25. County-Client Relationship.** The County will establish a system approved by Agency through which a youth and the youth's parents or guardian may present grievances about the operation of the County's service program. At the time arrangements are made for the County's services, the County will advise the youth and parents or guardian of the youth of the existence of this grievance system. The County shall notify the Agency of all unresolved grievances.

**26. Program Records, Controls, Reports and Monitoring Procedures.** The County agrees to maintain program records including statistical records, and to provide program records to the Agency at times and in the form prescribed by the Agency. The County agrees to establish and exercise such controls as are necessary to assure full compliance with the program requirements of this Agreement. The County also agrees that a program and facilities review (including meetings with youth, review of service records, review of policy and procedures, review of staffing ratios and job descriptions, and meetings with any staff directly or indirectly involved in the provision of services) may be conducted at any reasonable time by any or all of the following: state personnel, federal personnel, and other persons authorized by the Agency. The County shall cooperate fully with such reviews.

**27. Mandatory Reporting:** As required by Oregon Law (ORS 419B.005 through ORS 419B.050), all OYA contractors must immediately inform either the local office of the Department of Human Services (DHS) or a law



COUNTY, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT COUNTY HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

**YOU WILL NOT BE PAID FOR SERVICES RENDERED PRIOR TO NECESSARY STATE APPROVALS**

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

By: Jeff Spatz Date: 6/27/08

Title: COUNTY ADMINISTRATOR

Tax ID Number: \_\_\_\_\_

Mailing Address: 125 E. BTH AVE, EUGENE, OR 97402

Facsimile: \_\_\_\_\_

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

By: Phil Lehman Date: 6/30/08

~~Manager of Budget and Contracts~~  
Phil Lehman, Deputy Director  
Mailing Address: 530 Center St. NE, Suite 200  
Salem, Oregon 97301-3740  
Facsimile: (503) 373-7921

Approved as to Legal Sufficiency by the Attorney General's Office: (Required if total amount owing under the Agreement, including amendments, exceeds \$100,000)

By: N/A Date: \_\_\_\_\_  
Assistant Attorney General

Reviewed by OYA Contracts Specialist:

By: Sharon Adams Date: 6/30/08

APPROVED AS TO FORM  
Date: 6/26/08 Lane county  
J. Laidlaw  
OFFICE OF LEGAL COUNSEL

**EXHIBIT A**  
**Intergovernmental Agreement**

Agreement Number: 11111  
County: Lane County

**1. STATEMENT OF WORK:**

**1.1** County shall provide gang intervention services as identified in Section 1.2 below and described in Exhibit B, with Youth gang intervention funds identified in Section 2.1 of this Exhibit A, which are targeted for services with the goal of decreasing youth gang activity in the community. The services may be directed at youth gang members or youth with demonstrated links to gangs. Services shall be targeted for high-risk youth who are displaying gang mentality, culture, and behaviors.

**1.2** County shall provide the following short-term and long-term services through June 30, 2009:

- Short-Term Services
- a. Community/Education/Mobilization; and
- Long-Term Services
- b. Mentor Enhancement Project.

**1.3** County shall provide services that are culturally competent. Cultural competence is defined as the development of behaviors, attitudes, and policies that enable providers to deliver services in ways that meet the needs of a variety of diverse cultures (minority ethnic groups, language, gender, etc.)

**1.4 Reports and Outcome Measures:** The County shall collect information on each youth served under this Agreement. The County shall submit quarterly reports on activities and specific client services that are provided to youth served under this Agreement. The County shall submit reports to the Agency's Supervising Representative.

County shall work with Agency to develop a reporting process on measurable outcomes for each service funded under this Agreement. County shall submit an outcome reporting template for Agency approval to Agency's Supervising Representative no later than 60 days from the Effective date of this Agreement. Examples of outcome measures include, but are not limited to, the following:

1. Client Recidivism
2. Commitment to OYA Correctional Facilities
3. Successful Completion of Program Services
4. School Attendance and/or Workforce Participation
5. Skill Building
6. Risk Reduction

County shall use the outcome reporting template approved by OYA when submitting the quarterly reports required under this Section 1.4.

The frequency of the quarterly reports developed and submitted by County shall be as follows:

| Fiscal Quarter                          | Report Due   |
|-----------------------------------------|--------------|
| Effective date of Agreement – June 2008 | October 2008 |
| July – September 2008                   | January 2009 |
| October – December 2008                 | April 2009   |
| January – March 2009                    | July 2009    |
| April – June 2009                       | October 2009 |

The County shall produce an annual report based on the fiscal year. County shall provide the annual reports to the Agency's Contract Administrator. The annual reports prepared and provided by County under this subsection shall include but not be limited to the following elements:

1. Client recidivism;
2. Level of risk of youth served;
3. Number of youth committed to an OYA Youth Correctional Facility;
4. Number of youth committed to OYA probation; and
5. Number of youth who successfully completed all program services, had good school attendance or workforce participation as applicable.

The frequency of the annual reports completed and submitted by County shall be as follows:

| Annual Report                           | Report Due   |
|-----------------------------------------|--------------|
| Effective date of Agreement – June 2008 | January 2009 |
| July 2008 – June 2009                   | January 2010 |

**1.5 Supervising Representatives:** The Supervising Representatives for purposes of this Exhibit A shall be:

**AGENCY:** Karen Andall, Assistant Director, Field Operations  
 (503) 373-7324  
 530 Center Street NE, Suite 200, Salem, OR 97301

**COUNTY:** Lisa Smith, Dept. of Youth Services Director  
 (541) 682-4705  
 2727 MLK Jr. Blvd, Eugene, OR 97401

Should a change in the Agency's or County's Supervising Representative become necessary, Agency 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.

**2. CONSIDERATION:**

**2.1** As consideration for the services provided by the County under this Exhibit A and as further described in Exhibit B during the period beginning on the effective date of this Agreement and ending June 30, 2009, the Agency, 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 an amount equal to the lesser of \$95,000.00, or the actual costs reasonably and necessarily incurred by County in delivering gang intervention services under this Exhibit A and as further described in Exhibit B. Payments will be made upon receipt of an invoice, as set as forth in Section 3.2 of this Exhibit A.

Payment is for the provision of services as follows:

**Short-Term Services**

1. Community/Education/Mobilization projected costs are \$35,000.00; and

**Long-Term Services**

2. Mentor Enhancement Project projected costs are \$60,000.00.

To be effective, budget modifications of more than 20% of the projected costs between the programs listed above must be pre-approved by the Agency in writing. The County shall submit modification requests in writing to the Agency's Contract Administrator.

**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 costs reimbursed by the Agency for services to youth under this Agreement shall not exceed costs for comparable services that are 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 Agency.

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

**2.6** No more than 10% of the aggregate funds paid under this Agreement to County may be expended on Administrative Costs. "Administrative Costs" means Allowable Costs incurred by County or a Provider in administering implementation of the services under this Agreement, as determined in accordance with Office of Management and Budget Circulars A-87 and A-122, as revised from time to time. This limit applies in total to all County government organizational units, Providers and subcontractors.

i. All charges for administrative costs must be supported by providing a detailed list of direct administrative charges in the quarterly invoice form provided by the Agency as outlined in subsection 3.2 of this Exhibit A. The County shall make available upon request by the OYA documentation supporting the direct administrative expenditures.

ii. County may use a Federally approved indirect cost rate to recover administrative costs as an alternative to direct administrative charges. The County shall make available upon request by Agency a copy of the Federal approved documentation for the indirect cost rate.

iii. The 10% limit in this subsection 2.6 applies regardless of whether County selects to use direct administrative charges or a federally approved indirect cost rate.

**2.7** If the County allocates any Administrative Costs to this Agreement, the County shall make available to the Agency, for Agency approval, a written cost allocation plan covering the handling and distribution of Administrative Costs.

### **3. PAYMENT:**

**3.1** County shall not submit invoices for, and Agency will not pay, for services provided under this Exhibit A and as further described in Exhibit B, any amount in excess of the maximum compensation amount set forth above in Section 2.1 of this Exhibit A. No payment will be made for any work performed under this Exhibit A and as further described in Exhibit B before the effective date of this Agreement or performed after June 30, 2009.

**3.2** County shall submit quarterly invoices for Work performed for review and approval by the Agency. The invoices shall describe the Work performed and the total amount for that quarter. The invoices shall be provided on a form provided by the Agency. Copies of the invoices and receipts shall be retained by County for 24 months after the end date of this Agreement and shall be made available for review by Agency as described in subsection 3.5 of this Exhibit A. The invoices shall be prepared on Agency's form of invoice which County shall submit to: Oregon Youth Authority, Attn: Karen Andall, 530 Center Street NE, Suite 200, Salem, Oregon 97301, in accordance with Agency's instructions provided by Agency to County. Payment of any amount under this Agreement shall not constitute approval of the Work.

**3.3** If payments to County by the Agency under this Agreement, or under any other contract between the County and the Agency, are made in error or are found by the Agency to be excessive under the terms of this Agreement, the Agency, 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 Agency to recover the amount of the overpayment.

**3.4** County must submit its final invoice to the Agency no later than ninety (90) days after June 30, 2009. The Agency shall be under no obligation to pay for services not billed within ninety (90) days after June 30, 2009.

**3.5** The Agency 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 Agency 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, Agency may terminate this Agreement.

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

**3.7** It is agreed that the not-to-exceed amount provided under subsection 2.1 of this Exhibit A and in Section 3 of the Agreement document may be reduced by the Agency as a result of Legislative action. The Agency 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 A takes precedence over all other provisions of this Agreement including all Exhibits.

#### **4. AMENDMENT:**

This Agreement may be amended one or more times by mutual agreement of the parties for time, money, terms, conditions, 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. SURVIVAL:**

In addition to rights and obligations set forth in Section 17 of the Agreement document, subsections 1.4, 2.1, 3.1, 3.2, 3.3, 3.4, and 5 of this Exhibit A shall survive expiration earlier termination of this Agreement and be fully enforceable thereafter.

#### **6. MEDIA DISCLOSURE**

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

#### **7. CONFLICT OF INTEREST**

County shall notify Agency in writing when a current employee or newly hired employee is also an employee of the Agency. The notification shall be submitted to the Contract Administrator and the OYA Contracts unit and shall include the name of the employee and their job description. The Agency will review the employment situation for actual and potential conflicts of interest as identified under ORS Chapter 244.

#### **8. EMERGENCY SUSPENSION/TERMINATION BY AGENCY**

The parties understand and agree that under any of the following circumstances, without limitation, the Agency may remove or suspend a youth offender from services with the County immediately:

- i. An allegation of child abuse/neglect or other conditions causing the Agency to determine that the youth offender's health, safety or welfare may be endangered; and
- ii. An allegation of misconduct of County, County's employee or subcontractor causing the Agency to determine that the youth offender's health, safety or welfare may be endangered.

If as a result of County's alleged child abuse/neglect or misconduct, Agency suspends or terminates a youth offender's services with County in accordance with this Contract, the County shall not be entitled to any compensation under this Contract with respect to such youth from and after the date of such suspension or termination.