

IN THE BOARD OF COMMISSIONERS FOR LANE COUNTY

ORDER AND RESOLUTION 2000 - _____ IN THE MATTER OF
00-2-23-6 DELEGATING TO THE COUNTY ADMINISTRATOR
AUTHORITY TO EXECUTE AN INTERGOVERNMENTAL
AGREEMENT WITH THE LANE COUNSEL OF
GOVERNMENTS FOR THE PROVISION OF SHELTER AND
ASSESSMENT SERVICES ON THE JOHN SERBU YOUTH
CAMPUS AND APPROPRIATING THE BUDGET OF THE
DEPARTMENT OF YOUTH SERVICES \$163,696 IN
ADDITIONAL SPENDING AUTHORITY.

WHEREAS, Lane County is a participant in the State Juvenile Justice Plan, and

WHEREAS, Lane County's local plan calls for a biennial expenditure of \$683,696 from the legislative appropriation for juvenile shelter and assessment services; and

WHEREAS, the Department of Youth Services is the agency designated by law to administer these services;

WHEREAS, the Board of County Commissioners as the governing body of Lane County may, as provided in ORS 294.326(2) appropriate by resolution unanticipated revenues and expenditures.

NOW, THEREFORE, IT IS HEREBY RESOLVED AND ORDERED that within Fund 124 for FY 99-2000;

1. \$163,696 in revenue and expense is appropriated to the budget of the Department of Youth Services (10); and
2. The County Administrator is delegated authority to execute the proposed Intergovernmental Agreement.

Dated this 23rd day of February, 2000



Chair, Lane County Board of Commissioners

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT, entered into by and between Lane Council of Governments, an organization of governments within Lane County, Oregon, hereinafter referred to as LCOG, and Lane County, a political subdivision of the State of Oregon, hereinafter referred to as COUNTY.

RECITALS

WHEREAS, ORS 190.010 provides that units of local government may enter into agreements for the performance of any or all functions and activities that a party to the agreements, its officers or agents, have authority to perform; and

WHEREAS, Lane County has received a grant from the State to design and implement a juvenile crime prevention partnership plan for youth with multiple risk factors; and

WHEREAS, \$683,696 of the Lane County Juvenile Crime Prevention Partnership Plan has been dedicated to Shelter and Assessment services; and

WHEREAS, The Lane County Board of County Commissioners has designated the Public Safety Coordinating Council, with Lane Council of Governments (LCOG) as its administrative host, as the lead agent to implement, administer, and evaluate the Plan;

NOW, THEREFORE, it is agreed that:

1. Lane County Department of Youth Services, hereinafter referred to as DYS, will implement programs consistent with the goals and objectives described in Attachment A, Outcome Measurements and Activities/Strategies.
2. DYS shall perform, or subcontract for, the work tasks described in Attachment A, Outcome Measurements and Activities/Strategies, in accordance with the budget described in Attachment B, Budget.
3. Services Recipients: Only the following youth may be served with the funds provided through this agreement:
 - a) youth who are 10 to 17 years of age, and
 - b) live in Lane County, and
 - c) have three or more risk factors as determined using the Oregon Juvenile Crime Prevention Screen/Assessment, and
 - d) are clearly demonstrating at risk behaviors that have come to the attention of schools, community agencies, or law enforcement, or have been referred to DYS or violated court-ordered probation
4. COUNTY agrees to prepare and furnish such reports and data as may be requested by LCOG.

5. Each party working under this contract is a subject employer under the Oregon Worker's Compensation Law and shall comply with ORS 656.017, which requires each to provide Worker's Compensation coverage for all its subject workers. Each party is also an independent contractor for purposes of the Oregon Worker's Compensation Law (ORS Chapter 676) and is solely liable for any Worker's Compensation coverage under this contract.
6. Any subcontractors used in the provision of the services identified herein must abide by the same agreements represented herein.

LANE MANUAL

7. The applicable provisions of the Lane Manual setting forth standard provisions for public contracts (LM 21.130) are incorporated by this reference as if fully set forth.

INDEMNITY

8. Each of the parties hereto agrees to indemnify and save the other harmless from any claim, liability, or damage resulting from any error, omission, or act of negligence on the part of the indemnifying party, its officers, agents, or employees in the performance of its responsibilities under this agreement. Obligations of both parties under this provision are subject to limitation of the Oregon Tort Claims Act and Article XI, Section 10, of the Oregon Constitution.
9. In the event of litigation involving the terms and conditions of this agreement, the prevailing party shall be entitled to recover reasonable attorney fees, costs and expenses from the losing party, including all such fees, costs and expenses on appeal.

TERM AND TERMINATION

10. This agreement shall be effective January 1, 2000 and shall continue in force until June 30, 2001.
11. This agreement may be terminated by either party upon 30 (thirty) days written notice to the other, for any reason. Upon the receipt of notice of termination, the parties shall commence negotiations as to the equitable disposition of the improvements made and any outstanding fees and revenues.

REIMBURSEMENT AND REPORTING

12. Reimbursements for actual costs associated with this Contract will be made on the basis of reports submitted to LCOG, in a format established by LCOG. COUNTY will be required to report program and fiscal information to LCOG on a quarterly basis with such reports due to LCOG on the following schedule:

LANE COUNCIL OF GOVERNMENTS

LANE COUNTY

George Kloeppel
Executive Director

William A. Van Vactor
County Administrator

Date

Date

APPROVED AS TO FORM

Date 2-15-00 lane county

OFFICE OF LEGAL COUNSEL

ATTACHMENT A
OUTCOME MEASUREMENTS AND ACTIVITIES/STRATEGIES

**ATTACHMENT A
OUTCOME MEASUREMENTS AND ACTIVITIES/STRATEGIES**

DYS agrees to strive to achieve the outcomes for the target population through implementing the activities/strategies of this contract and to track and report the information indicated to LCOG.

TARGET POPULATION	OUTCOME (from what to what by when)	INDICATOR	ACTIVITIES / STRATEGIES
Juvenile Offenders. N = 900.	Conduct assessments to identify youth with three or more risk factors (process outcome) by 2001.	Number of completed assessments.	<p>Assessment and Shelter Care Center.</p> <p>Assessment – Youth Services will utilize the state wide high risk juvenile assessment tool to identify youth with three or more risk factors.</p>
Juvenile Offenders. N = 150.	<p>Show a statistically significant reduction in crime (both frequency and severity) for program youth by 2001.</p> <p>Show a statistically significant reduction in self-reported measures for risk factors concerning criminal behavior and acting out behavior for program youth by 2001.</p>	<p>Pre-post program offenses.</p> <p>PSU survey.</p>	<p>Shelter – A new 21 bed Shelter and Assessment Center (the center) has been constructed on the Youth Campus. Funds are need for operational costs. The Center will serve juvenile offenders who are brought there by law enforcement but are not detainable by Youth Services. The Center will house those juveniles who can be controlled in a supervised, non-secure facility but who have demonstrated they will continue to commit crimes if they are returned home. These juveniles are either waiting for court action or waiting for openings in residential treatment facilities.</p>

ATTACHMENT B
BUDGET