

## INTERGOVERNMENTAL AGREEMENT

This intergovernmental agreement is made and entered into, pursuant to ORS 190.010, by and between the following Oregon counties:

Baker	Malheur
Crook	Morrow
Deschutes	Sherman
Gilliam	Umatilla
Grant	Union
Harney	Wallowa
Hood River	Wasco
Jefferson	Wheeler
Lake	

hereinafter referred to as "participating counties."

### Purpose

It is the purpose of this agreement to develop an intergovernmental agreement for a management system which develops, deploys and delivers juvenile justice services to the communities of Central and Eastern Oregon. This agreement is to assist the participating counties in addressing the juvenile justice needs of youth and families within the jurisdiction of the juvenile court and others served by county juvenile departments.

WHEREAS, The Central and Eastern Oregon Juvenile Justice Consortium, through agreements with local Commissions on Children and Families, has agreed to assist local commissions on Children and Families, County Commissioners, Juvenile Court Judges, and Local Public Safety Coordinating Councils in the development of policy and resources for juvenile justice matters in Central and Eastern Oregon, and

WHEREAS, The above named counties have a continuing need to work together to develop resources and maintain capacity for juvenile justice services and have expressed a desire to expand the scope of activities of the Central and Eastern Oregon Juvenile Justice Consortium for the purpose of creating a self-sufficient juvenile justice system for the participating counties; and,

WHEREAS, In July of 1987, the participating counties formed an intergovernmental agreement entitled "The Central and Eastern Oregon Juvenile Justice Consortium" for the purpose of the development and coordination of services and activities related to the Juvenile Corrections diversion program of Children's Services Division of the Department of Human Resources for the State of Oregon; and,

WHEREAS, The Central and Eastern Oregon Juvenile Justice Consortium developed and submitted to the Children's Services Division of the Department of Human Resources of the State of Oregon (CSD), on behalf of the participating counties, and CSD approved, a "County Diversion Plan" describing how the participating counties were to participate in a plan to reduce the population of youth in the state training schools and to place youth diverted from the training schools into community placements and programs; and,

WHEREAS, The Central and Eastern Oregon Juvenile Justice Consortium has since contracted with The State of Oregon under the auspices of the "County Diversion Plan"; and

1 WHEREAS , Juvenile Corrections Services are now vested with the Oregon Youth Authority, and

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3  
4 WHEREAS, The Central and Eastern Oregon Juvenile Justice Consortium has a "Service  
5 Integration Agreement" with the Department of Human Resources, Office of Alcohol and Drug Abuse  
6 Programs, Mental Health and Developmental Disability Services, Children's Services Division (now the  
7 State Office of Services to Children and Families) and the Department of Education to develop a self-  
8 sufficient juvenile justice system in Central and Eastern Oregon, and

9  
10 WHEREAS, the participating counties wish to continue a consortium of counties, pursuant to ORS  
11 chapter 190, for the purpose of developing and maintaining cooperative agreements between counties, with  
12 the Oregon Youth Authority, Department of Human Resources, Commissions on Children and Families and  
13 other entities public and private; now therefore,

14  
15 **IT IS HEREBY AGREED** by and between the parties as follows:

16  
17 **Definitions.**

18 **Agreement:** This Intergovernmental Agreement

19 **Cap:** The limitation placed by The Oregon Youth Authority on admissions  
20 to the youth corrections facilities.

21 **CEOJJC:** An acronym for The Central and Eastern Oregon Juvenile Justice  
22 Consortium.

23 **Close custody:** Detention of youth and alternatives to detention, which  
24 may include close supervision in a non-locked facility (e.g. monitored  
25 home detention).

26 **Cognitive restructuring:** Any rehabilitation process that redirects the  
27 thinking of an offender into more socially acceptable directions and that is  
28 generally accepted by rehabilitation professionals.

29 **Commitment:** A decision of the juvenile court judge to place an eligible  
30 youth in a training school.

31 **Committed funds:** Funds, from whatever source, under CEOJJC's control  
32 which have been obligated by a written provider agreement.

33 **Community alternatives:** Alternatives to training school commitment for  
34 youth, such as professional foster homes, proctor homes, drug/alcohol  
35 treatment programs, sexual offender treatment programs, and intensive in-  
36 home supervision.

37 **Community case management:** A strategy of case management which is  
38 accountable to local community planning for youth in the juvenile justice system,  
39 the principles of which are found in the CEOJJC/OYA agreement.

40 **Correctional facility:** Any place used for the confinement of persons: (a)  
41 charged with or convicted of a crime or otherwise confined under a court  
42 order; (b) found to be within the jurisdiction of the juvenile court for  
43 having committed an act that if committed by an adult would constitute a  
44 crime.

45 **Counselor:** Juvenile Department Counselor.

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**Court:** The Juvenile Court or Circuit Court.

**SOSCF:** An acronym for The State Office of Services to Children and Families.

**Diagnostic and evaluation services:** Services obtained for evaluation of a youth's needs, such as educational, psychiatric, psychological and medical assessments.

**Design Capacity:** The number of youth a youth correction facility is able to hold based on applicable safety codes and standards.

**Designee:** The individual who has been authorized in writing by a juvenile department director to vote on issues or attend meetings.

**Detention or detention facility.** A facility established under ORS 419A.010 to 419A.020 and 419A.050 to 419A.063 for the close custody of youth offenders pursuant to a judicial commitment or order.

**Director:** A Director of a County Juvenile Department.

**Director of the Oregon Youth Authority:** The person who has been given responsibility for administrative oversight of the Oregon Youth Authority.

**Diversion:** A decision of the juvenile court judge that a youth otherwise eligible for commitment to the training schools will be placed in a community alternative.

**Individual County:** A county that has not signed this Agreement.

**Parole:** The conditional release of a youth from a correctional facility to the community.

**Parent:** The natural or adoptive father or mother of a dependant child or youth offender. "Parent" also means stepparent when such a person has an obligation to support a dependent child pursuant to ORS 109.053.

**Participating County:** A county that has signed this agreement

**Probation:** The process of supervision of a youth who is within the jurisdiction of the juvenile court and is supervised by county juvenile staff or staff of the Oregon Youth Authority.

**Parole and Probation officer:** Any person employed by the Oregon Youth Authority, a county or a court who is charged with and actually performs the duties of community protection by controlling, supervising, and providing reformatory services for juvenile parolees and/or probationers, or who performs the duty of investigation of youth offenders on parole or probation or being considered for parole or probation.

**Provider:** An individual, partnership, corporation or other entity providing a youth service or program under a written agreement with CEOJJC.

**Local Public Safety Coordinating Council:** A council appointed by the board of county commissioners pursuant to Senate Bill 1145 and Senate Bill 1 of the 68th Oregon legislative assembly.

**Reformation plan:** A written plan prepared by the County Juvenile Department, the Oregon Youth Authority or both that is tailored to the youth offender's unique requirements as identified by an initial assessment.

**Restitution:** The meaning given that term under ORS 137.103.

**Revocation:** The termination of probation or parole for cause, following a

hearing or other process pursuant to Oregon law.

**Training school:** See "Youth Correction Facility".

**Voucher:** A written request, on a form approved by CEOJJC, for payment or reimbursement, and containing such information as is required by CEOJJC.

**Regional Policy Board:** A committee to develop policy and engage in planning and oversight of the relationship between the Central and Eastern Oregon Juvenile Justice Consortium and the Oregon Youth Authority.

**Regional Management Team:** A team responsible for management and oversight of the service delivery system of juvenile justice services developed and implemented in partnership with the Oregon Youth Authority pursuant to this agreement.

**Sub-region:** Three or more contiguous counties working together to deliver services to their communities pursuant to this agreement.

**Management Information System:** A centralized electronic information system for the purpose of communication, case management, administration and policy development by the participating counties of CEOJJC and the Oregon Youth Authority.

**Youth correction facility:** Facilities used for the confinement of youth sentenced to the custody of the Oregon Youth Authority and including training schools, accountability camps, restitution centers, regional residential academies and satellites, camps or branches of those facilities.

**Youth offender:** A person, at least 12 year of age and under 18 years of age, who has been found to be within the jurisdiction of the juvenile court under ORS 419C.005.

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1. **Time period.** This agreement will begin on July 1, 1995, or upon the execution of this agreement which ever is later. and end on June 30, 1996, and shall automatically renew on an annual basis unless terminated pursuant to Section 13 of this Agreement. This Agreement will be reviewed annually by the Executive Board to evaluate the efficacy of the present organizational structure.

2. **Name.** The consortium created by this agreement shall continue to be called the "Central and Eastern Oregon Juvenile Justice Consortium" (CEOJJC).

3. **Administration.** CEOJJC shall be administered as follows:

a. **The Board of Directors.** There shall be a board of directors comprised of one juvenile department director or his/her designee from each participating county and three county commissioners, one from each of the three Association of Oregon Counties subregions of counties participating in this agreement. The Board of Directors shall hold regular meetings, be responsible for setting overall policy for , and conducting business of CEOJJC.

a. **Executive Board.** There shall be an Executive Board comprised of eight juvenile department directors or their designees from the participating counties. Executive Board

1 members shall have two year terms with half of the terms expiring each year. Executive  
2 Board membership shall rotate among the juvenile department directors or their designees  
3 from the all the participating counties. One county commissioner shall serve as an ex  
4 officio member of the Executive Board. The Executive Board shall select a chair, vice  
5 chair, and secretary/treasurer, who shall also serve as the chair, vice chair, and  
6 secretary/treasurer of CEOJJC. The Executive Board shall conduct all business of CEOJJC  
7 between Board of Director meetings.

8  
9 **b. Executive Director.** There shall be an Executive Director chosen by, and  
10 directly responsible to, the Board of Directors of CEOJJC. The Executive Director shall be  
11 responsible for the day-to-day administration of CEOJJC.

12  
13 **c. Program Committee.** There shall be a Program Committee comprised of  
14 one juvenile department director or his/her designee from each subregion. The Program  
15 Committee shall be responsible for developing, reviewing and recommending proposals for  
16 programs for youth services in partnership with any public or private agency or individual.

17  
18 **d. Meetings.** The Board of Directors, the Executive Board, and the Program  
19 Committee, as well as any other committee established for any purpose, shall meet  
20 regularly at such times and places as they may set. All such meetings are governed by the  
21 provisions of the Oregon Public Meetings Law, ORS 192.410 - 192.500.

22  
23 **e. Quorum.** A quorum shall consist of one more than half of the participating  
24 counties represented with 9 counties being represented.

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26 **f. BY-LAWS.** The Executive Board may, upon approval by the Board of Directors,  
27 establish such by-laws as may be deemed necessary to facilitate the day to day activities of  
28 CEOJJC.

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30 **4. Financial Administration.**

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32 **a. General.** CEOJJC's financial administration is governed by the applicable  
33 provisions of ORS Chapters 293, 294, 295 and 297.

34  
35 **b. Fiscal Year.** CEOJJC shall have a fiscal year of July 1 to June 30.

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37 **c. Annual Budget.** CEOJJC shall provide a copy of its annual budget to each  
38 participating county.

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40 **d. Financial Records and Audit.** CEOJJC shall prepare and maintain records  
41 evidencing the performance of its functions in accordance with generally accepted  
42 accounting principles. At any time during normal business hours, all of CEOJJC's  
43 financial and program records shall be available for inspection by any participating  
44 county, or its duly authorized representative. CEOJJC shall obtain an annual,  
45 independent financial audit to be performed by individuals licensed as certified

1 public accountants by the Oregon Board of Accountancy. The results of such  
2 audit shall be made available to the participating counties.

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4 e. **Debt.** CEOJJC shall not accrue annual expenses in excess of annual  
5 revenues.

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7 f. **Revenues.** CEOJJC may seek funds to support its programs from any  
8 lawful source.

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10 g. **Apportionment of Revenues.** The Board of Directors shall approve the annual  
11 budget of CEOJJC. All revenues received by CEOJJC, in whatever form and from whatever  
12 source, shall be invested as determined by the Executive Board in accordance with ORS  
13 294.035. The Executive Board shall designate, in writing, the person or persons who are  
14 authorized to create accounts, sign checks, make withdrawals, invest funds and engage in  
15 other such transactions with CEOJJC funds. The Program Committee shall determine  
16 how such revenues will be apportioned to fund youth services and programs within the  
17 participating counties.

18  
19 h. **Apportionment of Expenses.** The Board of Directors shall, following a public  
20 hearing, determine how the expenses of the administration of CEOJJC and the  
21 performance of its functions shall be apportioned and from which sources of revenue such  
22 expenses shall be paid.

23  
24 **5. Youth Services and Programs.** Each new approved agreement shall be presented to the  
25 participating counties as an addendum to this agreement.

26  
27 **6. Agreements.**

28 **Youth Services Programs**

29 When a youth service or program is approved for funding by the Program Committee, a written  
30 agreement for such service or program shall be executed between CEOJJC and the provider. All  
31 written agreements are subject to the Public Contract law in ORS Chapter 279. Any written  
32 agreement shall be signed on behalf of CEOJJC by the chair of the Program Committee, or  
33 in the chair's absence, by the Executive Director of CEOJJC. The Executive Board may authorize  
34 the Executive Director to sign written agreements on behalf of CEOJJC.

35  
36 **Intergovernmental Agreements**

37 CEOJJC may enter into such intergovernmental agreements as necessary to further the purposes  
38 of CEOJJC. All intergovernmental agreements between CEOJJC and other governmental bodies  
39 shall be approved by the Board of Directors. Upon approval, each new intergovernmental  
40 agreement shall be appended to this agreement and by this reference incorporated herein.

41  
42 **7. Youth Services and Program Funding.** After a written agreement for youth services or  
43 programs has been executed by CEOJJC and the provider, CEOJJC shall compensate the provider  
44 from funds available to CEOJJC in the amount specified in the written agreement. However, no  
45 CEOJJC funds shall be disbursed to a provider unless the provider has submitted to CEOJJC a  
46 written voucher for such disbursement on a form developed and employed for that purpose by

1 CEOJJC.

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3 **8. Non-Appropriation.** In the event that sufficient funds shall not be provided to or received  
4 by CEOJJC for payment of consideration required to be paid under a provider agreement, that  
5 agreement may be terminated or modified by CEOJJC.  
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8 **9. Insurance**

9 a. The participating counties shall provide CEOJJC a certificate of insurance  
10 demonstrating adequate coverage for the actions and events which may result from  
11 membership in CEOJJC. CEOJJC's liability coverage will cover its total exposure under  
12 the Oregon Tort Claims Act.

13  
14 b. CEOJJC shall carry such insurance as is necessary to protect the participating  
15 counties and the state of Oregon from liability for the actions and activities of CEOJJC.  
16 Such insurance shall be demonstrated by a certificate of insurance, a copy of which shall be  
17 sent to each participating county.

18  
19 c. CEOJJC shall indemnify, defend, and hold harmless participating counties, their  
20 officers, agent and employees from any claims, actions, liability or costs, including  
21 attorney fees and defense costs, that arise out of or in any way relate to the work performed  
22 under this agreement, and arising from the sole negligence of CEOJJC, its officers, agents  
23 or employees. Likewise, each participating county (indemnitor county) shall indemnify,  
24 defend, and hold harmless from any claims, actions, liability, or costs, including attorney  
25 fees and defense costs, that arise out of or in any way relate to the work performed under  
26 this Agreement and arising from the sole negligence of the indemnitor county.

27  
28 **10. Modifications or Amendments.** This agreement may be modified or amended by mutual  
29 agreement of the parties. Any such modification or amendment shall be reduced to writing and  
30 incorporated into this agreement.

31  
32 **11. Waiver.** No waiver of any provision of this Agreement shall be deemed, or shall constitute,  
33 a waiver of any other provision, whether or not similar, or shall any waiver constitute a continuing  
34 waiver. No waiver shall be binding unless executed in writing by the party making the waiver.  
35

36 **12. Severability.** If in any judicial proceeding a court shall refuse to enforce any provision of  
37 this Agreement, any unenforceable provision shall be deemed eliminated from this Agreement for  
38 purposes of such proceeding as is necessary to permit the remainder of the Agreement to be enforced  
39 in such proceeding.

40  
41 **13. Termination.** This agreement may be terminated by mutual agreement of the parties.  
42 However, termination of this agreement shall not affect existing written provider agreements unless  
43 and until those provider agreements are terminated.

44  
45 **14. Withdrawal from CEOJJC.** Any of the participating counties may withdraw from this  
46 agreement upon 60 days' written notice to the CEOJJC Executive Board. A withdrawing county

1 may request of the Executive Board that it be allowed to withdraw any state or other funds provided  
2 to CEOJJC on behalf of that county. The Executive Board may authorize the withdrawal of such  
3 funds by the withdrawing county only to the extent that such funds are not committed funds.  
4 CEOJJC shall not commit any funds provided to CEOJJC on behalf of the withdrawing county  
5 following the notice of withdrawal.  
6

7 **15. Counterparts.** This agreement may be executed in two or more counterparts, each of  
8 which shall be deemed an original, but all of which together shall constitute one and the same  
9 instrument.  
10

11 **16. Arbitration.** Any controversy in regard to the application or interpretation of this  
12 Agreement may be submitted to and determined by arbitration in accordance with  
13 ORS 36.330 - ORS 36.365.  
14

15  
16 DATED this 3<sup>rd</sup> day of JANUARY, 1995/6

17 GRANT COUNTY

18 BY Dennis Reynolds  
19 County Judge

20 ATTEST:

21 \_\_\_\_\_  
22

23 Bob Lambert  
24 County Commissioner

25 William Bells  
26 County Commissioner

27 \_\_\_\_\_  
28 County Commissioner

29 \_\_\_\_\_  
30 County Commissioner  
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NOV 14 1996

## ADDENDUM TO INTERGOVERNMENTAL AGREEMENT

KATHY MCCANNON / COUNTY CLERK  
By Allen Hill Deputy

DATED: This 13th day of November, 1996.

BETWEEN: The following Oregon Counties: Baker County, Crook County, Deschutes County, Gilliam County, Grant County, Harney County, Hood River County, Jefferson County, Lake County, Malheur County, Morrow County, Sherman County, Umatilla County, Union County, Wallowa County, Wasco County and Wheeler County.

(hereinafter referred to as "Participating Counties")

**Premises:**

- A. The Participating Counties entered into an "Intergovernmental Agreement" effective the 3rd day of January, 1996.
- B. The Participating Counties wish to supplement that Intergovernmental Agreement as reflected in this Addendum to that Intergovernmental Agreement ("Agreement").
- C. Except as modified by this Addendum, the "Agreement" shall remain in full force and effective.

**Agreement:**

The Participating Counties, pursuant to ORS 190.010, covenant, contract, and agree as follows:

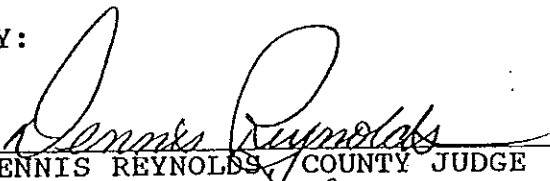
1. That this Addendum is to be attached to that certain "Intergovernmental Agreement" dated the 3rd day of January, 1996 and shall be considered a part thereof. Should there be a conflict between the "Intergovernmental Agreement" and this Addendum, the terms of this Addendum shall govern.
2. **Powers and Authority.** The powers and authorities of the Central and Eastern Oregon Juvenile Justice Consortium ("CEOJJC") shall be held and administered as reflected in a set of Bylaws of CEOJJC. Should the provisions contained in the Agreement conflict with the terms of the Bylaws, the terms of the Bylaws shall govern. Each Participating County acknowledges receipt of the Bylaws and agrees that said Bylaws shall constitute the sole means of exercising the authority and powers of CEOJJC.
3. **Indemnification.** It is the Participating Counties' intent that no County be held liable for the negligent or wrongful acts of any other County. Each Participating County, subject to the restrictions of the Oregon Tort Claims Act, agrees to hold all other Participating Counties harmless from claims or demands arising from said County's negligence or wrongful act.

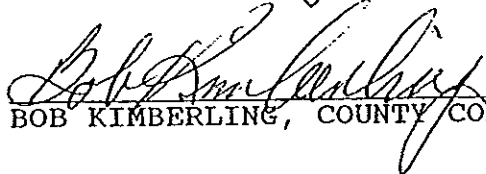
This promise of indemnification is subject to all limitations imposed by the Oregon Constitution and is limited by the provisions of the Oregon Tort Claims Act.

4. **Modification.** The Agreement, as modified by this Addendum, may not be further modified without the appropriate and formal action of each Participating Counties' county court or county board of commissioners. Such approval must be unanimous.
5. **Distribution of Assets and Assumption of Liabilities upon Dissolution.** This intergovernmental entity may be dissolved in a manner analogous to that provided by ORS 61.525 et seq. or corresponding sections of future Oregon law. Upon the dissolution of this entity, the Board of Directors, after paying or making provision for the payment of all liabilities of the entity, shall dispose of all of the assets of the entity exclusively for the purpose of the entity in such manner or to such Counties, organizations or organizations organized and operated exclusively for charitable, educational, civic or cultural purposes and shall qualify under Section 501(c)(3) of the Internal Revenue Codes, as the Board of Directors in its sole discretion may determine.
6. **Counterpart Execution.** This Agreement may be signed (including facsimile signatures) in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

GRANT COUNTY COURT:

BY:

  
DENNIS REYNOLDS, COUNTY JUDGE

  
BOB KIMBERLING, COUNTY COMMISSIONER

~~BILL GIBBS, COUNTY COMMISSIONER~~

## SECOND ADDENDUM

## TO CEOJJC INTERGOVERNMENTAL AGREEMENT

DATED: This 24<sup>th</sup> day of December, 1997

BETWEEN: The following Oregon Counties: Baker County, Crook County, Deschutes County, Gilliam County, Grant County, Harney County, Hood River County, Jefferson County, Lake County, Malheur County, Morrow County, Sherman County, Umatilla County, Union County, Wallowa County, Wasco County and Wheeler County

(hereinafter referred to as "Participating Counties").

## Premises:

- A. The Participating Counties entered into an "Intergovernmental Agreement" effective the 20<sup>th</sup> day of March, 1996.
- B. The Participating Counties wish to supplement the Intergovernmental Agreement as reflected in this Addendum to that Intergovernmental Agreement.
- C. Except as Modified this Addendum and the previously adopted Agreement shall remain in force and effect.

## Agreement:

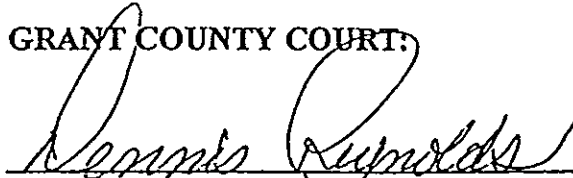
The Participating Counties, pursuant to ORS 190.010, covenant, contract and agree as follows:

1. That this Addendum is to be attached to that certain "Intergovernmental Agreement" dated the 20<sup>th</sup> day of March, 1996, and shall be considered a part thereof. Should there be a conflict between the "Intergovernmental Agreement" and this Addendum, the terms of this Addendum shall govern.
2. **Involuntary Contributions.** Contributions to support the Central and Eastern Oregon Juvenile Justice Consortium created by the "Intergovernmental Agreement" shall be strictly voluntary for the participating counties. Under no circumstances shall there be nonvoluntary contributions (including any taxes levied) requested by or made to the Central and Eastern Oregon Juvenile Justice Consortium (CEOJJC).
3. **Taxing Authority.** In accordance with Oregon Law, this Intergovernmental Agreement may have the Authority to levy taxes for the purpose of funding CEOJJC. Such Levy of taxes shall be authorized by unanimous consent of the governing bodies of the member counties.
4. **Revocation of Asset Distribution Plan Upon Dissolution.** The previously ratified "Distribution of Assets and Assumptions of Liabilities Upon Dissolution" adopted in paragraph 5 of the Addendum to Intergovernmental Agreement is hereby revoked.
5. **Distribution of Assets and Assumption of Liabilities Upon Dissolution.** This Intergovernmental entity may be dissolved in a manner analogous to that provided by ORS 65.621 *et seq.*, or corresponding sections of future Oregon Law. Upon the dissolution of this entity, the board of directors, after paying or making provisions for the payment of all liabilities on the entity, shall be disposed of all of the asset of the entity in the following manner:

- a) The members of CEOJJC shall determine the total "at risk" population of each county and each county's respective percentage of the total "at risk" population of all members of CEOJJC; and
- b) All funds held by CEOJJC, after payment of all liabilities, shall be distributed pro rata to the individual counties according to their respective percentage of total "at risk" population.

6. Counterpart Execution. This agreement may be signed (including facsimile signatures) in two or more counterparts, each of which shall be deemed as original, but all of which together shall constitute one and the same instrument.

GRANT COUNTY COURT:

  
\_\_\_\_\_  
DENNIS REYNOLDS, COUNTY JUDGE

  
\_\_\_\_\_  
BOB KIMBERLING, COUNTY COMMISSIONER

  
\_\_\_\_\_  
BILL GIBBS, COUNTY COMMISSIONER