#### **RESOLUTION NO. 1679**

A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT ON BEHALF OF THE CITY OF WILSONVILLE WITH THE CLACKAMAS COUNTY OFFICE FOR CHILDREN AND FAMILIES IN ORDER TO RECEIVE REIMBURSEMENT REVENUE FOR PROVIDING THE WILSONVILLE DIVERSION PROGRAM

WHEREAS, the Wilsonville City Council adopted the budget for the 2000/01 fiscal year including the continuation of the Wilsonville Juvenile Diversion Program to assist and serve the "at-risk" youth population; and

WHEREAS, the Clackamas County Juvenile Department continues to support the Wilsonville Juvenile Diversion/Youth Accountability program;

WHEREAS, the City of Wilsonville will receive financial reimbursement from the Clackamas County Office for Children and Families for offering the Wilsonville Diversion/Intervention Program as provided in the Intergovernmental Agreement, Exhibit A, attached; and

WHEREAS, the Wilsonville City Council approved Resolution No. 1587 entering into a Memorandum of Understanding with Clackamas County Juvenile Department, and Resolution No. 1606 authorizing an Intergovernmental Agreement for reimbursement revenue for the 1999/00 fiscal year.

NOW, THEREFORE, THE CITY OF WILSONVILLE RESOLVES AS FOLLOWS:

The City Council authorizes the City Manager to sign an Intergovernmental Agreement on behalf of the City of Wilsonville with the Clackamas County office for Children and Families in order to receive reimbursement revenue in fiscal year 2000-01 for the City of Wilsonville for providing the Wilsonville Juvenile Diversion Program.

ADOPTED, by the Wilsonville City Council at a regular meeting thereof this  $6^{th}$  day of November, 2000, and filed with the Wilsonville City Recorder this date.

CHARLOTTE LEHAN, MAYOR

ATTEST:

Sandra C. King, CMC, City Recorder

**SUMMARY OF VOTES:** 

Mayor Lehan

Yes

Council President Helser

Yes

**Councilor Barton** 

Yes

Councilor Kirk

Yes

**Councilor Holt** 

Yes

# INTERGOVERNMENTAL AGREEMENT BETWEEN CLACKAMAS COUNTY, OREGON AND CITY OF WILSONVILLE

#### I. Purpose

This agreement is entered into between Clackamas County (COUNTY) and City of Wilsonville for the cooperation of units of local government under the authority of ORS 190.010.

This agreement provides the basis for a cooperative working relationship for the purpose of establishing a local diversion panel for high-risk juveniles as part of the Clackamas County Juvenile Crime Prevention Plan.

#### II. Scope of Work and Cooperation

#### A. City of Wilsonville agrees to:

- Assess all youth referred to the Clackamas County Juvenile Department for status offenses, violations, all Class C Misdemeanors and all Class B Misdemeanors and specificied Class A Misdemeanors (exhibit 1, I).
- 2) Complete a Risk Assessment for all youth determined to be eligible to participate in the local diversion program (exhibit 1, J).
- 3) Enter into and monitor compliance of youth's Diversion Agreement conditions (exhibit 1, K).
- 4) Coordinate and keep open communications with the Clackamas County Juvenile Department Liaison regarding case planning, progression of the case and final disposition of the case.
- 5) Develop and implement a volunteer services component.
- 6) Complete quarterly progress Work Plan (exhibit 1) and Fiscal (exhibit 3) reports.

#### B. The COUNTY agrees to:

- 1) Forward copies of appropriate documents, including police reports, to the Wilsonville Diversion Program.
- 2) Serve as the centralized depository for all records involving juvenile offenders.
- 3) Provide liaison staff for technical assistance, case consultation and networking as required.
- 4) Accept any and all diversion cases in which the juvenile and/or parents refuse to participate or have failed to adequately complete the local diversion program.
- 5) Allow youth whose score up to three or more risk factors, on exhibit 1, J, to be eligible for Clackamas County Juvenile Department funded resources.

#### III. Compensation

The COUNTY agrees to pay City of Wilsonville an amount not to exceed \$22,198 for the services outlined in Section II.A.

Interim payments shall be made on the basis of requests for payment submitted as follows:

\$18,198 on approval of contract as an advance \$4,000 upon receipt of an acceptable final quarterly report

All requests for payment are subject to the approval of the COUNTY and will be submitted to:

Rodney A. Cook, Director Office for Children and Families 506 12<sup>th</sup> Street Oregon City, OR 97045-1629

#### IV. Liaison Responsibility

Robb Reed will act as liaison from the City of Wilsonville for this project. Jana Wiseman will act as liaison from the COUNTY.

#### V. Special Requirements

- A. The COUNTY and the City of Wilsonville\_agree to comply with all applicable local, state, and federal ordinances, statutes, laws and regulations.
- B. The City of Wilsonville agrees to indemnify, save harmless and defend the COUNTY, its officers, commissioners and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the City of Wilsonville or the City of Wilsonville employees, subject, where applicable, to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and the Oregon Constituition, Article XI, Section 7.
- C. Record and Fiscal Control System. All payroll and financial records pertaining in whole or in part to this contract shall be clearly identified and readily accessible. Such records and documents should be retained for a period of three (3) years after receipt of final payment under this contract; provided that any records and documents that are the subject of audit findings shall be retained for a longer time until such audit findings are resolved.

- D. Access to Records. The COUNTY, the State of Oregon and the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers, and records of the City of Wilsonville which are directly pertinent to the agreement for the purpose of making audit, examination, excerpts, and transcripts.
- E. This agreement is expressly subject to the debt limitation of Oregon Counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefor. Any provisions herein which would conflict with law are deemed inoperative to that extent.

#### VI. Amendment

This agreement may be amended at any time with the concurrence of both parties. Amendments become a part of this agreement only after the written amendment has been signed by both parties.

#### VII. Term of Agreement

This agreement becomes effective upon acceptance by all parties and is scheduled to terminate June 30, 2001.

This agreement is subject to termination by either of the parties when thirty (30) days' written notice has been provided.

Upon termination of this agreement, any unexpended balances of agreement funds shall remain with the COUNTY.

## INTERGOVERNMENTAL AGREEMENT Page 4

**GOVERNMENTAL UNIT** City of Wilsonville 30000 Town Center Loop E Wilsonville, OR 97070 503-682-1011 FAX 503-682-1015 Charlotte Lehan, Mayor Date Arlene Loble, City Manager Date Approved as to Form: Joan Kelsey, Assist. City Attorney of Wilsonville CLACKAMAS COUNTY Chair: Bill Kennemer Vice Chair: Michael Jordan Commissioner: Larry Sowa

Signing on Behalf of the Board:

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Date		

Approved as to Content:

Rodney A. Cook, Division Director

Date

Date

#### EXHIBIT 1

### SCOPE OF WORK AND PERFORMANCE STANDARDS (Specific Work Plan Attached)

#### PERFORMANCE STANDARDS - AGENCY

#### AGENCY shall:

- A. Culturally Competent Services---Provide a completed OCF Cultural Competence Assessment to ensure the adherence to affirmative action and nondiscrimination policies in personnel actions and in the design and provision of client services.
- B. Gender Specific Services---Provide assurances that AGENCY provides a gender-fair system of care for girls and boys that adapts services to meet gender-unique needs.
- C. Developmentally Appropriate Practices---Provide assurances that AGENCY services respects where children and families are in their individual pattern and timing of growth and offers services in accordance with these variations.
- D. Internal Controls—Provide completed Annual Fiscal Capability Assessment, provide quarterly workplan progress and other reports in a timely and accurate manner defined in this contract.
- E. Service Quality---Increase AGENCY staff's capacity to network services for clients by AGENCY staff coordinating among providers, communities, and natural helpers.
- F. System Coordination---Ensure that appropriate staff given reasonable notice will attend quarterly OCF contractor's meetings, training sessions, participate in other activities as required by COUNTY and shall be responsible for the decisions and actions of that staff.
- G. Funder Recognition---Demonstrate good faith efforts to acknowledge the COUNTY's Commission on Children & Families when communicating with media representatives and distributing flyers describing services, workshops and other contract related details.
- H. Resource Expansion---Demonstrate good faith effort to secure other funding to increase program capacity, enter into collaborative efforts and initiatives, and/or decrease dependence on long-term Commission funding.

- I. Diversion Panel Cases---Use misdemeanor classification and criteria for referral to juvenile diversion panel.
- J. Oregon Juvenile Crime Prevention Screen/Assessment---Assess level of risk in juveniles for determining eligibility for appropriate services.
- K. Clackamas County Diversion Agreement---Use with youth participating in the local diversion program.

#### **PERFORMANCE STANDARDS - COUNTY**

#### COUNTY shall:

- A. Administer this contract in compliance with the Commission on Children & Families Act (Oregon laws 1993), and the Oregon Administrative Rules for the Commission on Children & Families, Chapter 423.
- B. Communicate with service providers about contract performance, and about Commission on Children & Families' operations, standards and objectives.
- C. Provide technical assistance to the AGENCY in developing activities to address the needs of minority youth, program contract amendments, wellness referrals, collaborative services, community development projects, and other resources.

# Clackamas County Office for Children and Families Quarterly Work Plan Progress Report

Organization:	- 6 Wilill -	Activity:	Wilsonville D	iversion	Program	
City	of Wilsonville					
Contact:	Phone: (503)	Report For:	· · · · · · · · · · · · · · · · · · ·			
Robb Reed		□ July 1. 20	000 – Sept. 30, 2000	□Oct. 1, 2000 -	Dec 31 2000	
				•	•	
Descharation	l	□ Jan. 1, 20	701 - Mai. 31, 2001	🗆 April 1, 2001 –	· · · · · · · · · · · · · · · · · · ·	
Benchmarks:	Tours and I a Good man Donner	<b>-</b>		Start Date:	End Date:	
	Juvenile Crime Prev	ention				
		***				
0						
Overall Program Goal:	☐ Goal 2                               ☐ Goal 5 ring Families Healthy Thriving Children Positive Youth Development Educational Progress and Caring Communities and Success Systems					
Strong Nurturing Families	Healthy Thriving Children	Positive Youth Development	_	ress and	_	
00			Success		Systems	
Core Outcome Area:		<b>-</b>				
☐ Family Self-Sufficiency &	☐ Healthy Family Climate &	Healthy Growth & Develo	•	- · - •	<b>☑</b> Positive Development/	
Effective Social Supports	Supportive Parenting	& Health Care & Practi	ices Educati	ion, & Readines	s Juvenile Crime Prevention	
		Learn				
☐ Positive Development/	☐ Sexual Behavior &	☐ Educational Progress &	Non-Tradi	itional I iniua	Community Fundament	
Avoidance of Alcohol,	Responsibility	Success	Environ	0	☐ Community Engagement & Collaboration	
& Other Drug Use	1.00p 0.11310 1111y	Saccess	13.1711 011	ments	& Conaboration	
		· · · · · · · · · · · · · · · · · · ·				
Strategy: Reduce juve	enile arrest rate the	rough early interv	ention @ the	aommunit.	lovol through	
rocar diversion ba	anel to prevent furt	ner penetration in	to the juveni	re justic	e system.	

Measurable Interim OUTCOMES: (By Code)	Performance Measure:	Baseline	1st Quarter 7/1/00- 9/30/00	2nd Quarter 10/1/00- 12/31/00	3rd Quarter 1/1/01- 3/31/01	4th Quarter 4/7/01 6/30/01	Total or%	Comments
1) 90% of the youth participating in the diversion program will not further penetrate into the juvenile justice system within 6 months of program completion [OCCF #3.07.01]	Juvenile     Department arrest record	1) 90%			4 11 12 1	2004 (Alban proposed Para April 1964)	The second of th	

Performance Indicator SERVICES: (Inputs and Outputs)	Performance Measure:	Baseline	1st Quarter 7/1/00- 9/30/00	2nd Quarter 10/1/00- 12/31/00	1/1/01-0	4th Quarter 4/1/01 - : : 6/30/01	1 or %	Comments
1) 65 Youth will participate in the diversion program	Reported quarterly as number of youth	1) 110 youth	e e e e e e e e e e e e e e e e e e e		Turonount Substants Inc. Ac. 1.5.1. In	(m. 1660) APINS, A 1621 I PLATES III	SEASTIN PAINTING OF THE C	e e e e e e e e e e e e e e e e e e e
2) Develop & implement a volunteer services component	2) Reported quarterly as number of youth participating in volunteer services & listing of site location or project	2) 8 youth						

្រំសេចចែរបោកការក្របែបនេះ ស្រីលេខសារនេះស្វាន់ស្វាន់ស ទីវិលខេត្តបានសម្បានស ទីវិសាច្ចារាការសេខដែល(ទេ)	Messureu/Byeinir litevi	Beseline	FELCULAÇOF TEFRILIS QELVILLO	20d@y.co 104x0 128xov	BAFRUHAVI IMIĞU BBIJUH	Alio Gwarar Gregor Gregori	ग्रह्मा	Canbells
1) Complete Cultural Competency Self-Assessment	1) Completed by 9/30/00 & submitted with quarterly report	NA .						and the second
2) Complete Gender Equity Self-Assessment	2) Completed by 9/30/00 & submitted with quarterly report	NA						
3) Participants, staff and clients will participate in Juvenile Department evaluation & training requirements	3) Date of training & number attending reported quarterly; number of pre/post program assessments given reported quarterly	NA						

#### **EXHIBIT 2**

#### PAYMENT PROCEDURES AND REPORTING REQUIREMENTS

#### 1. PAYMENT PROCEDURES

The compensation authorized in this agreement shall include reimbursable expenses as prescribed in the COUNTY-approved budget in Exhibit 3 and in accordance with OMB Circulars A-87 if agency is a local government, A-122 if non-profit, A-133 if college. This amount does not include expenses for unusual and special activities or materials not included in the scope of services. Such unusual and special expenses will not be incurred without prior COUNTY approval. In addition, expense totaling an amount greater than the total budget for this project shall not be incurred without prior written consent of the COUNTY.

AGENCY shall submit a quarterly Request for Funds form with their quarterly performance progress report and quarterly financial statement within 30 days of the end of each fiscal year quarter, except for the first quarter for which the program will receive a three-month advance of funds from the County once this contract is authorized. The quarterly performance progress report shall be in accordance with Exhibit 1. The quarterly financial statement shall be in accordance with the approved budget in Exhibit 3.

Each quarterly request of funds, except for the first, shall be reduced by the amount of unexpended funds during the previous quarter. The COUNTY shall make payment to AGENCY within 45 days of receipt of each funds request submittal.

Reimbursement request required to be prepared and submitted by AGENCY to the COUNTY shall be accurate and correct in all respects, supported by attached documentation and traceable to source documents through AGENCY's accounting records. Should inaccurate reports be submitted to the COUNTY, the COUNTY may elect to have AGENCY secure the services of a certified accounting firm. Cost of such accounting services are to be borne by AGENCY and not reimbursed from funds authorized by the agreement unless specifically agreed to between AGENCY and COUNTY in writing.

AGENCY shall submit a financial statement covering all expenditures within 30 days following the end of the contract. When the total funds advanced does not equal the AGENCY's total actual expenditures and the total budget, the financial statement shall include either:

- A. A request for reimbursement of program expenditures. Such request shall not bring the total of funds received by the AGENCY in an amount in excess of the budget; or
- B. Contract amendment suitable to both the COUNTY and AGENCY.
- C. The return of all unexpended funds to the COUNTY.

AGENCY shall return all unexpended funds to the COUNTY within 10 days of the contract's termination when such termination is due to the AGENCY's failure to provide services in accordance with the contract.

Withholding of Contract Payments: Notwithstanding any other payment provision of this contract, should the AGENCY fail to submit required reports when due or submit reports which appear patently inaccurate or inadequate on their face, or fail to perform or document the performance of contracted services, the COUNTY shall immediately withhold payments hereunder. Such withholding of payment for cause may continue until the AGENCY submits required reports, performs required services, or establishes to the COUNTY's satisfaction that such failure arose out of causes beyond the control, and without the fault or negligence, of the AGENCY.

#### 2. RECORDKEEPING

AGENCY shall keep detailed records of time and expenditures incurred and funded by this contract. Such records shall adequately identify the source and application of funds for activities within this contract in accordance with the provisions of OMB Circular (A-110 for non-profits, A-102 for local governments). These records shall allow accurate statements pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income in accordance with generally accepted accounting practices.

AGENCY shall maintain a system of internal control comprising a documented plan of all coordinating procedures adopted to account for and safeguard its assets, check the adequacy and reliability of its accounting data, promote operating efficiency, and assure adherence to applicable regulations.

Expenditures shall be supported by properly executed payrolls, time records, invoices, vouchers, or other source documentation evidencing in proper detail the nature and propriety of charges. All accounting documents shall be clearly identified and readily accessible.

Financial records and supporting documents pertinent to this agreement shall be retained by AGENCY for a period of three years from the date of completion of the contract except as follows:

• Records that are the subject of audit findings shall be retained for three years or until such audit findings have been resolved, whichever is later.

#### 3. PROGRAM REPORTS

AGENCY shall submit program performance reports for each quarter of the fiscal year. These quarterly reports are to include: 1) cover sheet/request for funds, 2) work plan outcomes, services and development activities performance report, 3) financial statement/budget. The quarterly reports are due to the COUNTY within 30 days of the end of each fiscal year quarter.

AGENCY shall complete and submit other reports as required and supplied by the COUNTY.

#### 4. **MONITORING**

COUNTY shall evaluate the services provided under this contract primarily by quarterly workplan progress reports. The COUNTY may also conduct on-site monitoring of services. These site visits usually include on-site monitoring of client case files, client/parent/staff interviews, and review of program and agency policies, procedures and files. COUNTY shall give written notification of problem areas related to performance under this contract, including requirements and time lines for corrective action.

The AGENCY will gather data necessary to complete quarterly workplan performance and budget, and any other reports required by the COUNTY.

The AGENCY will provide the client confidentiality releases necessary to facilitate site visits by the COUNTY.

At any time during normal business hours and as often as the COUNTY, or other appropriate state or federal representatives may deem necessary, the AGENCY shall make available to the COUNTY for examination all its records with respect to matters covered by this contract for the purpose of making surveys, audits, examinations, excerpts and transcripts.

Should any records not meet the minimum standards of grant administration of the COUNTY, the COUNTY reserves the right to withhold any or all of its funding to AGENCY until such time as the standards are met. The COUNTY may require AGENCY to use any or all of the COUNTY's accounting and administrative procedures used in planning, controlling, monitoring and reporting all fiscal matters relating to this contract.

The COUNTY reserves the right to dispatch auditors of its choosing to any site where any phase of the project is being conducted or controlled in any way. If any audit or examination determines the AGENCY has expended funds which are questionable or disallowed, the AGENCY shall be given the opportunity to justify questioned and disallowed expenditures prior to the COUNTY's final determination. Any disallowed costs resulting from the final determination shall be remitted to COUNTY from AGENCY's non COUNTY-administered funds, payable by check within 30 days of final determination.

#### 5. AUDIT

AGENCY shall have an annual audit performed of projects funded by this agreement unless specifically waived in writing by COUNTY. Audits shall be performed by an independent certified accountant in accordance with GAO Audit Standards, OMB Circulars (A-133 and A-110 for non-profits, A-128 for local government agencies), and generally accepted auditing standards. Audit schedules shall clearly show statement of COUNTY-funded assets, liabilities, fund balance, revenues, and expenditures separately from non COUNTY-funded assets, liabilities, fund balance, revenues and expenditures.

Auditor shall be selected competitively and AGENCY should contract with auditor to assure proper scope, reports and timelines are maintained.

Audits are not required for cost reimbursement contracts under \$25,000.

Audits are due 120 days after the end of the contract period.

#### 6. <u>CAPITAL PURCHASES</u>

Capital purchases through children and youth services grants are subject to Oregon Administrative Rule 436-10-036 which indicates capital purchases to be the property of the COUNTY unless the COUNTY determines otherwise.

Capital purchases through children and families services grants are defined according to State of Oregon purchasing rules; initial value of more than \$1,000, and a useful life of more than two years.

Capital purchases indicated in the budget of this contract (Exhibit 3) are subject to the COUNTY's capital purchase Reversion Interest policy and procedure; the COUNTY may inventory the condition and use of the capital goods of this contract on a yearly basis.

The capital goods are to be owned by the AGENCY, subject to the COUNTY's right to reclaim ownership should the goods not be used for children and youth services. The AGENCY will notify the COUNTY if any items listed in Exhibit 3 are ever used for purposes other than for children and family services, are ever to be sold, are ever damaged, or ever worn out.

### **EXHIBIT 3**BUDGET

- AGENCY shall submit for COUNTY approval a budget indicating the amount of COUNTY funds allocated for project performance as described in the scope of services. Budget shall be in sufficient detail to provide a sound basis for the COUNTY to effectively monitor compliance with the contract.
  - Any allocations of budgeted costs not directly allocable to the project shall be made in accordance with OMB Circular A-87, A-122 and A-133, and shall be properly documented by budget attachments.
- 2. Program income defined as amounts generated by the use of COUNTY funds shall be used to expand the program. AGENCY shall keep records to accurately record and report the use of program income.
- 3. AGENCY and the COUNTY shall administer budget adjustments and balances through the following processes:

#### **ADJUSTMENTS**

AGENCY shall not make major budget adjustments without prior written approval of the COUNTY. AGENCY is to notify the COUNTY of minor budget changes.

Major budget adjustments are defined as:

- those changes that move funds between the major budget categories of Personal Services, Materials and Services, Capital Outlay or Equipment, or
- those changes that exceed 10% within a major budget category.

Minor budget adjustments are those changes where less than 10% of the funds within a budget category (Personal Services, Materials and Services, Capital Outlay or Equipment) are moved between expenditure line items.

The COUNTY, working with the Commission on Children & Families and staff of the Office for Children & Families, will work with the AGENCY to manage budget adjustments.

#### **BALANCES**

The AGENCY is to forecast any expected grant balance by April 30 of each fiscal year. COUNTY, working through the Commission on Children & Families and staff of the Office for Children & Families, will work with the AGENCY on carrying over any leftover funds into the next fiscal year contract for services. See also Payment Procedures in Exhibit 2.

4. Line item budget (COUNTY provided form attached).

# Clackamas County Office for Children and Families Quarterly Fiscal Report

Organization: City of Wilsonville	Project: Wilsonville Diversion Progra
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Prepared By: OCF For Quarter Beginning: Summer 2000 Through: June 30, 2001

			Disbursements Received			
Amount D	ate Amount	Date Section 1	Amount & Ato Date	Amount :	Date : Amo	unt Date
Category	1. Initial Budget	2. Budget Transfer	3. Quarterly Expenditure	4. Year to Date Expenditure	5. Balance Remaining	6. Projected Year End Remaining
Personnel						<u> </u>
Coordinator (0.5 FTE) + fringe	\$20,000					
TOTAL PERSONNEL	\$20,000			<b>光流到</b> 100.7245年2月75年		
Materials & Services			T			
Volunteer Services	\$2,198					
TOTAL MATERIALS	\$2;1984;(2)				YANG TERRETAK	Nagari (Sibara Adoministro de S.
& SERVICES						
	AC DESCRIPTION OF CANA					
TOTAL PROJECT BUDGET	\$22,198					