

**INTERGOVERNMENTAL AGREEMENT**  
(Pursuant to Resolution & Order No. 2019-218)

**THIS AGREEMENT** is made and entered into by and between **LINN COUNTY**, acting by and through the Linn County Juvenile Department, a department of Linn County Government, (County) a political subdivision of the State of Oregon, of P.O. Box 100, Albany, Oregon, 97321, and **CITY OF SWEET HOME** of 1140 12<sup>th</sup> Ave., Sweet Home, Oregon 97386, a political subdivision of the State of Oregon, whose Federal Employer Identification No. is 93-6002263.

**BRIEF PROGRAM ABSTRACT:** Sweet Home Peer Court (hereinafter referred to as the "Program")

**WHEREAS**, LINN COUNTY JUVENILE DEPARTMENT requires the work and services described herein, and the **CITY OF SWEET HOME PEER COURT** agrees to perform all the work and services described herein, now, therefore, **IT IS AGREED**:

1. **Term of Intergovernmental Agreement.** This Agreement shall be effective and services required hereunder shall commence on July 1, 2019 and shall terminate on June 30, 2021 unless otherwise terminated or extended as follows; This agreement shall automatically renew for additional successive one (1) year terms, unless thirty (30) days prior to the expiration of the then current Agreement term, either party hereto provides notice to the other party of such party's intent to terminate the Agreement as provided herein.
2. **Scope of Services.** In consideration of the mutual promises contained herein, the parties agree as follows:
  - I. **CITY OF SWEET HOME** agrees to:
    - a. Maintain written documentation of Peer Court activities.
    - b. Directly provide Peer Court programming as described in the Memorandum of Understanding and Letter of Agreement.
    - c. Provide the COUNTY copies of the Peer Court contracts.
    - d. Ensure that services provided by CITY Peer Court contractors are delivered appropriately.
    - e. The CITY OF SWEET HOME Peer Court will provide quarterly reports to the Juvenile Department by the last day of the month in January, April, July, and October. The reports will including the following:
      - i. Number of youth who have entered into Peer Court Agreements.
      - ii. Number and percentage of youth who have successfully completed the agreement.
      - iii. Number and percentage of youth who have failed to complete the agreement and were referred back to the Juvenile Department.
      - iv. Number of youth who have participated as volunteers.
    - f. Make a written request for any change in established protocol.
    - g. Upon receiving a copy of an expunction order from the Linn County Circuit Court, Sweet Home Peer Court agrees to expunge and/or destroy all record(s) pertaining to the named youth subject of the Order, along with any other identifying information. The Peer Court may retain numerical information for tracking purposes but it should not be associated with a specific youth.
  - II. **COUNTY** agrees to:
    - a. Perform ongoing oversight, monitoring and cooperation with Peer Court programs to assure compliance with the terms of Exhibit No. 1.

- b. Collaborate with the CITY in the development of any changes in service levels or processes. Any additions or reductions of existing Peer Court service levels shall require approval of the COUNTY.
  - c. Provide technical assistance and be available for consultation on Peer Court processes and reporting.
  - d. Upon receiving a signed order of expunction from the Court, the Juvenile Department will notify the Sweet Home Peer Court to expunge all record(s) pertaining to a specific youth along with any other identifying information. The Peer Court may retain numerical information for tracking purposes but it should not be associated with a specific youth.
  - e. Upon receiving a copy of an expunction order from the Linn County Circuit Court, Linn County Juvenile Department agrees to forward a copy of such Order to the Sweet Home Peer Court for expunction and/or destruction of any and all record(s) pertaining to the named youth subject of the Order.
3. **Designated Liaisons.** Liaisons for the term of this Agreement shall be as follows, all correspondence or notices shall be directed to their attention.

**FOR THE CITY:**

Gina Riley  
 Sweet Home Police Department  
 1950 Main Street  
 Sweet Home, Oregon 97386  
 (541) 367-5181

**FOR THE COUNTY:**

Robert L.S. Perkins Jr.  
 Linn County Juvenile Department  
 PO BOX 100  
 Albany, Oregon 97321  
 (541) 967-3853 ext 2169

4. **Declaration of the nature of the contractual relationship.** CITY and COUNTY are independent contractors and not employees of or agents of each other. Neither party shall not be responsible for any claims, demands or causes of action of any kind or character arising in favor of any person, on account of personal injuries, or death, or damage to property occurring, growing out of, incident to, or resulting directly or indirectly from the operations or activities of the other party.
5. **Representations and Warranties.**
- a. **County Representations and Warranties.** County represents and warrants to CITY OF SWEET HOME that:
    - i. County is a unit of local government duly organized and validly existing under the laws and jurisdiction of the State of Oregon. County has the power and authority to enter into and perform this Agreement pursuant to ORS 190.003 to 190.130;
    - ii. The making and performance by County of this Agreement (a) have been duly authorized by all necessary action of County, (b) 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 County ordinance or other organizational document and (c) 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 party or by which County may be bound or affected. No authorization, consent, license, approval of, or filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by County of this Agreement, other than those that have already been obtained;
    - iii. 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;
  - b. **Representations and Warranties.** CITY OF SWEET HOME represents and warrants to County that:
    - i. CITY OF SWEET HOME has the power and authority to enter into and perform this Agreement;
    - ii. The making and performance by SWEET HOME PEER COURT of this Agreement (a) have been duly authorized by all necessary action of CITY OF SWEET HOME, (b) 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 and (c) 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 CITY is party or by which CITY may be bound or affected. No authorization, consent, license, approval of, or filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the

execution, delivery or performance by SWEET HOME PEER COURT of this Agreement, other than those that have already been obtained; and


- iii. This Agreement has been duly executed and delivered by COUNTY and constitutes a legal, valid and binding obligation of CITY enforceable in accordance with its terms.
6. **Amendments.** This Agreement may be amended to the extent permitted by applicable statutes, administrative rules, ordinances, and Linn County Code. No amendment shall bind either party unless in writing and signed by both parties.
  7. **Insurance.**
    - a. **Workers Compensation.** To the extent applicable, each party represents and warrants that it maintains and will maintain in full force and effect coverage sufficient to meet the requirements of Oregon workers' compensation law.
    - b. **General Liability.** To the extent applicable, each party represents and warrants that it maintains and will maintain in full force and effect liability insurance covering activities and operations described in this Agreement for the duration of the Agreement.
    - c. **Professional Liability.** To the extent applicable, each party shall obtain and at all times keep in effect any professional liability insurance as required by law.
  8. **Indemnification.** To the fullest extent permitted by law, and in accordance with Article XI, Section 10, of the Oregon Constitution and the Oregon Tort Claims Act, each party shall indemnify, defend, save, and hold harmless the other party and its officers, employees and agents from and against all claims, suits, actions, liabilities, damages, losses, or expenses, arising out of the acts or omissions of the party, its officers, agents, or employees performing under this Contract.
  9. **Compliance with Laws.** Each party agrees to comply with all federal, state, and local laws, codes, regulations, and ordinances applicable to the provision of services under this Agreement, including, without limitation, the provisions of ORS 279B.220 through 279B.235 and the provisions of: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 (Pub L No 101- 336), ORS 659.425, and all amendments of and regulations and administrative rules established pursuant to those laws; and (iv) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations.
  10. **Confidentiality and Nondisclosure.**
    - a. The release of any case specific information will comply with all State of Oregon laws including those stated in ORS 419A.253 through 419A.257. 419A.255(8) states, "A county juvenile department is the agency responsible for disclosing youth and youth offender records if the records are subject to disclosure".
    - b. Each party acknowledges that it and any of its officers, directors, employees, and agents may, in the course of performing its responsibilities under this Agreement, be exposed to or acquire information that is considered confidential. For purposes of this Agreement, "Confidential Information" is:
      - i. Information in written or other permanent form and clearly and conspicuously marked as proprietary, using an appropriate legend, at the time the disclosing party discloses it to the receiving party; and/or
      - ii. Information originally disclosed by the disclosing party to the receiving party in some other form (e.g., orally or visually), if the disclosing party: (i) identifies the information as proprietary at the time of original disclosure; (ii) summarizes the Confidential Information in writing; (iii) marks the writing clearly and conspicuously with an appropriate proprietary legend; and (iv) delivers the writing to the receiving party within thirty (30) days following the original disclosure.
    - c. The receiving party shall hold all Confidential Information of the disclosing party in strict confidence, using at least the same degree of care that it uses in maintaining the confidentiality of its own confidential information; shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties, unless otherwise allowed by law; shall not use Confidential Information for any purposes whatsoever other than as contemplated by this Agreement or reasonably related thereto; and shall advise its officers, directors, employees and agents that receive or have access to the Confidential Information of their obligations to keep Confidential Information confidential. Upon request by the disclosing party, the receiving party shall return to the disclosing party all Confidential Information received, except that the receiving party may retain one archival copy of the Confidential Information.



**11. Termination.**

- a. **For Convenience.** Either party may terminate this Agreement without specifying any reason for termination by giving written notice of intent to terminate, in writing, mailed at least 30 days before the intended termination date to the party at the party's address given above. Such termination shall be without liability or penalty. No such termination shall prejudice any obligations or liabilities of either party already accrued prior to the effective date of termination.
  - b. **For Cause.** It is further agreed that either party may immediately terminate this Agreement without liability or penalty for any of the following causes:
    - i. A party breaches any of the provisions of this Agreement;
    - ii. A party lacks lawful funding, appropriations, limitations, or other expenditure authority at levels sufficient to allow either party to perform in accordance with the provisions of this Agreement; or
    - iii. Federal, state, or local laws, regulations, or guidelines are modified or interpreted in such a way that either the services under this Agreement are thereafter prohibited.
  - c. **Force Majeure.** Neither party to this Agreement shall be held responsible for delay or default caused by fire, riot, acts of God, and/or war, which is beyond the party's reasonable control. The affected party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligations under this Agreement. Either party may terminate this Agreement upon written notice after determining such delay or default will reasonably prevent successful performance of this Agreement.
- 12. Waiver.** 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 of this agreement, or the waiver by that party of the ability to enforce that or any other provision in the event of any subsequent breach.
- 13. Records Maintenance; Access.** Both parties shall maintain records pertinent to this Agreement in such a manner as to clearly document Contractor's performance hereunder. Parties acknowledge and agrees that County, the Oregon Secretary of State's Office, the Federal Government and their duly authorized representatives shall have access to such fiscal records and all other documents that are pertinent to this Agreement for the purpose of performing audits and examinations and making copies, transcripts and excerpts. All such fiscal records and documents shall be retained by parties for a minimum of ten (10) years (except as required longer by 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.
- 14. Assignment; Delegation; Successors.** Neither party shall assign, delegate, nor transfer any of its rights or obligations under this Agreement without the other party's prior written consent. A party's written consent does not relieve the other party of any obligations under this Agreement, and any assignee, transferee, or delegate is considered the agent of that party. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties to the Agreement and their respective successors and assigns.
- 15. Severability.** If any provision of this Contract shall be held invalid or unenforceable by any court or tribunal of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision, and the obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.
- 16. Entire Agreement.** This Agreement constitutes the entire agreement between the parties on the subject matter hereof. No waiver, consent, modification or change of terms or provisions of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement.
- 17. Governing Law, Jurisdiction, Venue, & Attorney Fees.** This Agreement shall be governed and construed in accordance with the laws of the State of Oregon, without resort to any jurisdiction's conflict of laws rules or doctrines. Any claim, action, suit, or proceeding (collectively, "the claim") between County (and/or any other agency or department of Linn County) and CITY that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Linn County for the State of Oregon. Provided, however, if the 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. Each party hereby consents to the in personam jurisdiction of said courts. Each party shall at all times be responsible for the party's attorney fees, costs, and disbursements in regards to the claim, including any appeals.

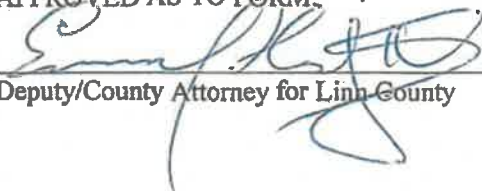
- 18. **Notices.** Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be mailed by certified mail, return receipt requested, postage prepaid, addressed to the parties at the addresses first set forth below. Any notice or other communication shall be deemed to be given at the expiration of forty-eight (48) hours after the deposit in the United States mail. The addresses to which notices or other communications shall be mailed may be changed from time to time by giving written notice to the other party as provided in section 3. herein.
- 19. **Survival.** All rights and obligations shall cease upon termination of this agreement, except for those rights and obligations that by their nature or express terms survive termination of this agreement. Termination shall not prejudice any rights or obligations accrued to the parties prior to termination.

**IN WITNESS WHEREOF**, the parties hereto have caused this instrument to be executed in duplicate by the duly authorized persons whose signature appear below. Each party, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions. Each person signing this agreement represents and warrants to have the authority to execute this Agreement.

CITY OF SWEET HOME  
  
 \_\_\_\_\_  
 Name  
 MAYOR  
 \_\_\_\_\_  
 Title  
 8-27-19  
 \_\_\_\_\_  
 Date

LINN COUNTY BOARD OF COMMISSIONERS  
  
 \_\_\_\_\_  
 Roger Nyquist, Chairman  
  
 \_\_\_\_\_  
 John K. Lindsey, Commissioner  
**ABSENT**  
 \_\_\_\_\_  
 William C. Tucker, Commissioner  
 7-16-2019

APPROVED AS TO CONTENT:  
  
 \_\_\_\_\_  
 Forri Lynn, Director  
 Linn County Juvenile Department

APPROVED AS TO FORM:  
  
 \_\_\_\_\_  
 Deputy/County Attorney for Linn County

APPROVED AS TO CONTENT:  
 \_\_\_\_\_  
 Jeff W. Lynn, Chief of Police  
 CITY OF SWEET HOME

**EXHIBIT 1**  
**CASE ASSIGNMENT PROCESS**

**Section 1:**

1. Youth residing in the Sweet Home School District who are referred to the Linn County Juvenile Department by a law enforcement agency for the following offenses, may be eligible to participate in the CITY OF SWEET HOME's Peer Court Program.
  - a. Minor in Possession of Tobacco
  - b. Minor in Possession of Alcohol
  - c. Minor in Possession of Less Than One ounce of Marijuana
  - d. Non person-to-person misdemeanors
  - e. Other offenses not listed may be referred by Juvenile Department with Agreement of Peer Court.
2. The Supervising Probation Officer of the Community Programs Unit will evaluate these referrals to determine eligibility based upon:
  - a. Current referral level
  - b. Risk level as determined by the Juvenile Crime Prevention (JCP) Risk Assessment, youth eligible with risk score between 0-4.
  - c. An individual intake appointment will be held in all cases except for MIPT referrals.
  - d. Previous referral history.
  - e. Youth and family's willingness to accept responsibility for their actions, and agreement to participate in the Peer Court process.
  - f. Professional judgment of the Probation Office.
3. In order for a youth to be considered eligible, the following areas will be considered during an intake meeting with the Probation Officer (PO), the youth, and their parent or legal guardian:
  - a. Youth will have a risk assessment score between 0-4 risk indicators.
  - b. The CITY OF SWEET HOME's Peer Court has the resources to accept the youth's referral.
  - c. The youth is willing to accept responsibility for their actions and is agreeing to participate in the Peer Court process.
  - d. The professional discretion of the Probation Officer.
4. Once a determination has been made by all parties, the PO will further explain this option to the youth's parent or legal guardian. If they agree with this option as a condition, the PO will enter into a Formal Accountability Agreement with the completion of the Sweet Home Peer Court as the sole sanction.
5. The PO will give the youth and parent a form which contains the contact information for the Sweet Home Peer Court.
6. After the youth and parent leave, the PO will complete the Intake process paperwork including writing an Intake Summary. All appropriate paperwork will be filed in accordance with the Case Management checklist, Juvenile Department Policy No. 200.09.
7. A written referral will be completed and electronically sent to the Sweet Home Peer Court Coordinator, which will include the information from the Intake Summary.
8. Once the youth has entered into an agreement with Peer Court, the Disposition will be sent to the Juvenile Department electronically, and clerical staff will enter the necessary information into the Juvenile Justice Information System (JJIS).
9. If the youth fails to complete the conditions of their Peer Court Agreement, the Peer Court Coordinator will send the noncompliance information to the Juvenile Department contact person electronically.
10. The PO will attempt to contact the youth and parent to determine why the youth failed to comply with the Peer Court Agreement. Based upon that contact, the PO will either:
  - a. Schedule another appointment with the youth/parent,
  - b. Review the case with the Supervising Probation Officer,
  - c. Close the case.
11. If the decision is reached by the supervisor and the PO that the matter should proceed to formal Court, the case shall be prepared to be transferred to the Supervising Probation Officer for the Probation Unit.