



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: June 14, 2017

Department: District Attorney Agenda Planning Date: 6/08/17 Time required: 5 minutes

Audio/Visual aids

Contact: Pami Guerra Phone: 503-588-7983

Department Head Signature: [Handwritten Signature]

Table with 2 columns: Field Name (TITLE, Issue, Description & Background, Financial Impacts, etc.) and Content (Juvenile Dependency Proceeding Funding 147779, Amendment to extend current IGA, etc.)

Copies of completed paperwork sent to the following: (Include names and e-mail addresses.)

Copies to: Pami Guerra pjguerra@co.marion.or.us



Marion County  
OREGON

FINANCE DEPARTMENT

# Contract Review Sheet

Contract #: DA-1499-17

Person Sending: Pami Guerra Department: District Attorney

Contact Phone #: 503-588-7983 Date Sent: May 22, 2017

Contract  Amendment # 01  Lease  IGA  MOU  Grant (attach approved grant award transmittal form)

Title: Juvenile Dependency Proceedings Funding #147779

Contractor's Name: Oregon Department of Human Services

Term - Date From: July 1, 2017 Expires: June 30, 2019

Contract Total: \_\_\_\_\_ Amendment Amount: \$272,362.00 New Contract Total: \$544,724.00

Source Selection Method: \_\_\_\_\_ # \_\_\_\_\_

### Additional Considerations (check all that apply)

- Board Order# \_\_\_\_\_
- Incoming Funds
- Independent Contractor (LECS) approval date: \_\_\_\_\_
- Insurance Waiver (attach)
- CIP# \_\_\_\_\_ (required for all goods /software greater than \$5,000)
- Feasibility Determination (attach approved form)
- Federal Funds (attach sub-recipient / contractor analysis)
- Reinstatement (attach written justification)
- Retroactive (attach written justification)

### Description of Services or Grant Award:

This intergovernmental agreement allows the District Attorney's office to maintain their involvement in juvenile dependency proceedings that may occur anytime between the filing of a dependency petition and entry of a disposition order by the court. These funds also allow the District Attorney's office to improve the quality of juvenile dependency proceedings.

### FOR FINANCE USE

Date Finance Received: \_\_\_\_\_ BOC Planning Date: \_\_\_\_\_ Date Legal Received: \_\_\_\_\_

Comments: \_\_\_\_\_

### REQUIRED APPROVALS:

Finance - Contracts \_\_\_\_\_ Date \_\_\_\_\_ Risk Manager \_\_\_\_\_ Date \_\_\_\_\_

Legal Counsel \_\_\_\_\_ Date \_\_\_\_\_ Chief Administrative Officer \_\_\_\_\_ Date \_\_\_\_\_

Date \_\_\_\_\_  To be filed  Added to master list

Returned to \_\_\_\_\_ Department for \_\_\_\_\_ signatures

**Pami Guerra - RE: Document for Signature: Document #**

---

**From:** TOGNIETTI Shelley <Shelley.TOGNIETTI@dhsoba.state.or.us>  
**To:** Pami Guerra <PJGuerra@co.marion.or.us>  
**Date:** 5/16/2017 8:49 AM  
**Subject:** RE: Document for Signature: Document #  
**Cc:** Sarkez Joseph A <JOSEPH.A.SARKEZ@dhsoba.state.or.us>

---

Hi Pami,

You can do a pen and ink change and I will correct before I send you executed copy. I cc the requester of the Agreement so they will have the correct information for future Agreements. Let me know if that will work or I will change and resend if you want me to.

Thank you

Shelley Tognietti  
Contract Specialist, OPBC, OCAC  
250 Winter Street NE  
Salem, OR 97301  
Telephone: 503 / 945-6431  
Facsimile: 503 / 373-7889  
Email: [shelley.tognietti@state.or.us](mailto:shelley.tognietti@state.or.us)

**From:** Pami Guerra [[PJGuerra@co.marion.or.us](mailto:PJGuerra@co.marion.or.us)]  
**Sent:** Tuesday, May 16, 2017 8:35 AM  
**To:** TOGNIETTI Shelley <Shelley.TOGNIETTI@dhsoba.state.or.us>  
**Subject:** Re: Document for Signature: Document #

Hi Shelley,

I think we made a mistake when we originally sent contacts for the cover page. I was instructed to give my information but we noticed on the previous contracts it was the District Attorney that is listed. Can we correct that? Because he'll be the one signing this contract, not me.

His info is: Walt Beglau  
[WBeglau@co.marion.or.us](mailto:WBeglau@co.marion.or.us),  
Phone #: 503-588-5222  
Same fax and address.

Thank you!



Agreement Number 147779

**AMENDMENT TO  
STATE OF OREGON  
INTERGOVERNMENTAL AGREEMENT**

In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audio recordings, Web-based communications and other electronic formats. To request an alternate format, please send an e-mail to [dhs-oha.publicationrequest@state.or.us](mailto:dhs-oha.publicationrequest@state.or.us) or call 503-378-3486 (voice) or 503-378-3523 (TTY) to arrange for the alternative format.

This is amendment number **01** to Agreement Number **147779** between the State of Oregon, acting by and through its Department of Human Services, hereinafter referred to as "DHS" and

("County"), and

**Marion County**  
**Sam Brentano, Commission Chair**  
**PO Box 14500**  
**Salem, OR 97309**  
**Telephone: 503 / 588-5212**  
**Facsimile: 503 / 588-5237**  
**E-mail address: [sabrentano@co.marion.or.us](mailto:sabrentano@co.marion.or.us)**

**Marion County District Attorney**  
~~Pami Guerra~~ *Walt Beglau*  
**PO Box 14500**  
**Salem, OR 97309**  
**Telephone: 503 / 588-7983**  
**Facsimile: 503 / 588-3564**  
**E-mail address: [P.Iguerra@co.marion.or.us](mailto:P.Iguerra@co.marion.or.us)**  
*W Beglau*

(the "District Attorney," or "DA,") acting pursuant to Article VII, Section 17 (original) of the Oregon Constitution.

1. Upon signature by all applicable parties, this Amendment shall be effective on the later of (a) July 1, 2017 or (b) when required, the date this Amendment has been approved by the Department of Justice, regardless of the date the Amendment is actually signed by all other parties.

2. The Agreement is hereby amended as follows: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.

a. Section 1. **Effective Date and Duration** is amended as follows:

This Agreement when fully executed by all parties and approved as required by applicable law shall become effective July 1, 2015 through ~~June 30, 2017~~ **June 30, 2019**, unless terminated earlier in accordance with its terms. Agreement termination or expiration shall not extinguish or prejudice any party's right to enforce this Agreement with respect to any default by another party that has not been cured.

b. Section 3. **Consideration a. and b.** is amended as follows:

a. The maximum not-to-exceed amount payable to County under this Agreement, which includes any allowable expenses, is ~~\$272,362.00~~ **\$544,724.00**. DHS will not pay County any amount in excess of the not-to-exceed amount for completing the Work, and will not pay for Work until this Agreement has been signed by all parties.

b. DHS will pay only for completed Work under this Agreement, and may make interim payments as follows:

Designated Funds	Effective Dates	Amount	Quarterly Payment
State General Funds	July 1, 2015 – June 30, 2017 <b><u>2019</u></b>	<del>\$272,362.00</del> <b><u>\$544,724.00</u></b>	\$34,045.25

c. EXHIBIT A, Part 2, Payment and Financial Reporting is amended as follows:  
State General Funds

1. ~~Of the not to exceed amount listed in Article 3 of this Agreement, DHS will pay one-eighth of the State General Funds NTE~~ **County and District Attorney the quarterly amount due** at the end of each quarter, in equal installments, ~~in accordance with requirements set forth under paragraph 3 of this Exhibit as described in Section 3. Consideration.~~ DHS will not pay County and ~~or~~ District Attorney any amount in excess of the amount stated in Article IV of this Agreement for completing the Work, ~~DHS~~ **DHS** will not pay County or District Attorney severally and will not pay for Work performed after the termination or expiration of ~~the this~~ **this** Agreement. DHS ~~also~~ will not pay for work performed on cases where the fundamental nature of the District Attorney's position or recommendations were significantly different from DHS' position or recommendations.

2. DHS may examine invoices and audit and review the actual expenses of the County and District Attorney to ensure that the payments under this Agreement are reasonable and necessary, and to ensure that the County's and DA's expenses are in accordance with applicable federal regulations and this Agreement. If DOJ,

DHS, the Oregon Secretary of State's Office or the federal government finds, from an audit and review, that the County or District Attorney has made expenditures from the funds under this Agreement for expenses that are not reasonable and necessary or are not in accordance with applicable federal regulations or this Agreement, County and District Attorney shall promptly refund the monies so expended to DHS upon request.

The County or District Attorney shall forward to DHS a certification of the work performed (form attached) and claiming the one-eight amount at the close of each calendar quarter

3. Certifications must be sent to DHS for review and approval at the following address:

Oregon Department of Human Services  
~~Aimee Dickson~~ **Tom Progin**  
500 Summer Street NE, E93  
Salem, Oregon 97301

Questions about invoices may be made to at the above address or at [juvenile.dependencyinvoices@dhsosha.state.or.us](mailto:juvenile.dependencyinvoices@dhsosha.state.or.us)

DHS must receive all quarterly certifications by ~~October 1, 2017~~ **October 1, 2019.**

### 3. Certification.

- a. The County acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any "claim" (as defined by ORS 180.750) that is made by (or caused by) the County and that pertains to this Agreement or to the project for which the Agreement work is being performed. The County certifies that no claim described in the previous sentence is or will be a "false claim" (as defined by ORS 180.750) or an act prohibited by ORS 180.755. County further acknowledges that in addition to the remedies under this Agreement, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the County. Without limiting the generality of the foregoing, by signature on this Agreement, the County hereby certifies that:

- (1) The information shown in County Data and Certification, of original Agreement or as amended is County's true, accurate and correct information;
- (2) To the best of the undersigned's knowledge, County has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts;
- (3) County and County's employees and agents are not included on the list titled "Specially Designated Nationals" maintained by the Office of

Foreign Assets Control of the United States Department of the Treasury and currently found at: <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>

- (4) County is not listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal procurement or Nonprocurement Programs" found at: <https://www.sam.gov/portal/public/SAM/>; and
- (5) County is not subject to backup withholding because:
  - (a) County is exempt from backup withholding;
  - (b) County has not been notified by the IRS that County is subject to backup withholding as a result of a failure to report all interest or dividends; or
  - (c) The IRS has notified County that County is no longer subject to backup withholding.
- b. County is required to provide its Federal Employer Identification Number (FEIN). By County's signature on this Agreement, County hereby certifies that the FEIN provided to DHS is true and accurate. If this information changes, County is also required to provide DHS with the new FEIN within 10 days.
- c. Except as expressly amended above, all other terms and conditions of the original Agreement and any previous amendments are still in full force and effect. County certifies that the representations, warranties and certifications contained in the original Agreement are true and correct as of the effective date of this amendment and with the same effect as though made at the time of this amendment.

4. **County Data.** County shall provide current information as required below. This information is requested pursuant to ORS 305.385 and OAR 125-246-0330(1).

**PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:**

County Name (exactly as filed with the IRS): Marion County, Oregon

Street address: 555 Court Street NE

City, state, zip code: Salem, OR 97301

Email address: Commissioners@co.marion.or.us

Telephone: (503) 588-5212 Facsimile: (503) 588-5237

Federal Employer Identification Number: 93-6002307

**Proof of Insurance:**

Workers' Compensation Insurance Company: Proof of insurance attached.

Policy #: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

County shall provide proof of Insurance upon request by DHS or DHS designee.



5. Signatures.

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

**Marion County**

**By:**

\_\_\_\_\_  
Authorized Signature                  Printed Name                  Title                  Date

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

**Marion County District Attorney**

Walt Beglau                  Walt Beglau                  District Attorney                  5-17-17  
Authorized Signature                  Printed Name                  Title                  Date

**State of Oregon acting by and through its Department of Human Services**

**By:**

\_\_\_\_\_  
Authorized Signature                  Printed Name                  Title                  Date

**Approved for Legal Sufficiency:**

Via e-mail by Jeffrey J. Wahl, Assistant Attorney General                  05/15/2017  
Assistant Attorney General                  Date

# DOCUMENT RETURN STATEMENT

Please complete the following statement and return with the completed signature page and the Contractor Data and Certification page and/or Contractor Tax Identification Information (CTII) form, if applicable.

If you have any questions or find errors in the above referenced Document, please contact the contract specialist.

**Document number:** 147779, hereinafter referred to as "Document."

I, Walt Beglau District Attorney  
Name Title

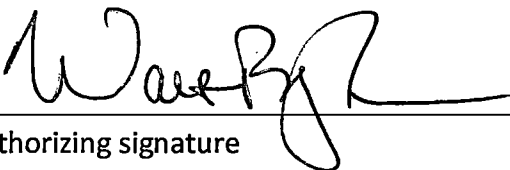
received a copy of the above referenced Document, between the State of Oregon, acting by and through the Department of Human Services, the Oregon Health Authority, and

Marion County by email.

**Contractor's name**

On 5/16/2017,  
Date

I signed the electronically transmitted Document without change. I am returning the completed signature page, Contractor Data and Certification page and/or Contractor Tax Identification Information (CTII) form, if applicable, with this Document Return Statement.

 5/16/2017  
Authorizing signature Date

Please attach this completed form with your signed document(s) and return to the contract specialist via email.

**COUNTY SIGNATURE PAGE**

see Contract  
Walt Beglau, Director Date

**APPROVED AS TO FORM:**

\_\_\_\_\_  
County Legal Counsel Date

\_\_\_\_\_  
County Contracts Date

**MARION COUNTY CHIEF ADMINISTRATIVE OFFICER**

\_\_\_\_\_  
John Lattimer Date

**MARION COUNTY BOARD OF COMMISSIONERS**

\_\_\_\_\_  
Chair Date

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner