

INTERAGENCY AGREEMENT

This Agreement is between the Oregon State Police ("OSP") and Oregon Youth Authority ("OYA"), both individually without distinction as "Party" and collectively as the "Parties."

SECTION 1: AUTHORITY

This Agreement is entered into pursuant to the authority granted by ORS 190.110 and 283.110, allowing state agencies to enter into agreements with other state agencies to cooperate in performing duties, exercising powers or administering policies or programs.

SECTION 2: PURPOSE

OSP will provide law enforcement services to OYA that is dedicated to the investigation of crimes occurring within OYA facilities.

SECTION 3: EFFECTIVE DATE AND DURATION

This Agreement begins on July 1, 2025, or the date of the last signature, whichever occurs last ("Effective Date"), and terminates on June 30, 2027, unless terminated earlier in accordance with Section 7.

Compensation is retroactive to July 1, 2025 for services and applicable costs incurred by OSP prior to the effective date of this Agreement.

SECTION 4: AUTHORIZED REPRESENTATIVES

4.1 OSP'S AUTHORIZED REPRESENTATIVE IS:

Cameron Bailey, Captain
3565 Trelstad Ave. SE
Salem OR 97317
503-731-3020
Cameron.Bailey@osp.oregon.gov

4.2 OYA'S AUTHORIZED REPRESENTATIVE IS:

Ken Jeske, Interim Chief Investigator
530 Center St NE, Suite 500
Salem, OR 97301
503-930-3061
Ken.Jeske@oya.oregon.gov

4.3 A Party may designate a new Authorized Representative by written notice to the other Party without need for formal amendment.

SECTION 5: AGREEMENT DOCUMENTS

5.1 This Agreement consists of the following documents, which are listed in descending order of precedence:

- 5.1.1** This Agreement less all exhibits;
- 5.1.2** Exhibit A- Guidelines for Reporting and Investigating Criminal Conduct
- 5.1.3** Exhibit B- Salary & OPE Calculations

All exhibits by this reference are hereby made part of this Agreement.

SECTION 6: RESPONSIBILITIES OF EACH PARTY

6.1 OYA SHALL

- 6.1.1** Work cooperatively in notifying OSP on allegations of criminal conduct within OYA facilities.
- 6.1.2** Provide liaison support in accessing OYA facilities and information as appropriate.
- 6.1.3** Provide reimbursement for any per diem costs associated with any travel associated with investigative duties performed under this Agreement.
- 6.1.4** Provide payment to OSP within 30 days of invoice approval.

6.2 OSP SHALL

- 6.2.1** Assign a ½ (.5) FTE sworn trooper (“Assigned Detective”) to provide law enforcement services to OYA. This position will be dedicated to the investigation of crimes occurring within OYA facilities. This position will provide the following services for OYA cases:
 - 6.2.1.1** Criminal investigations
 - 6.2.1.2** Liaison with staff/management
 - 6.2.1.3** Evidence collection/preservation
 - 6.2.1.4** Investigation analysis/case management/preparation
 - 6.2.1.5** Training and assistance to staff as needed
- 6.2.2** Provide all equipment (i.e., vehicle, computer) necessary for the position.
- 6.2.3** Cover any overtime costs associated with the investigative duties.
- 6.2.4** Cover all other Assigned Detective costs not specifically addressed within this Agreement, including but not limited to the coverage of any administrative costs.
- 6.2.5** This position will be under the supervision of the Oregon State Police Major Crime Section Supervisor in Salem and will provide a cooperative effort with OYA, the Marion County District Attorney's Office and local law enforcement.
- 6.2.6** Submit Quarterly invoices to OYA for approval and payment, according to the

requirements listed in Section 7 of this Agreement.

6.3 BOTH PARTIES SHALL

6.3.1 Follow guidelines for reporting and investigating alleged criminal conduct by youth in the legal and/or physical custody of the OYA, employees of the OYA, or visitors to OYA facilities as outlined in Exhibit A, Guidelines for Reporting and Investigating Criminal Conduct.

SECTION 7: INVOICE AND DOCUMENTATION

7.1 OSP shall submit a monthly invoice to the OYA Authorized Representative listed in Section 5.2 of this Agreement.

7.2 The invoice shall, at minimum, list the following information:

7.2.1 The OYA Agreement number;

7.2.2 In addition to the itemized invoice, OSP shall also submit the following with each monthly invoice:

7.2.2.1 Complete copies of Assigned Detective's travel reimbursement documents if OSP is requesting reimbursement under Section 6.1.3 of this Agreement;

7.2.2.2 If requested, any additional documentation or detail necessary for OYA's accurate and timely review.

SECTION 8: COMPENSATION AND PAYMENT TERMS

8.1 OYA agrees to pay OSP for services provided according to the compensation methodology described in Section 6.2 of this Agreement, in the amount not to exceed **\$256,680**.

8.2 The NTE listed in Section 8.1 above is based on an average Sworn hourly rate of **\$128.34** per hour for trooper straight time and estimated at 2,000 hours for 24 months (Exhibit B). This NTE is an estimate and not a guarantee of payment. OSP shall only invoice OYA for the Assigned Detective's actual current hourly rate at the time the services were provided.

SECTION 9: TERMINATION

9.1 This Agreement may be terminated at any time by mutual written agreement of the Parties.

9.2 A Party may terminate this Agreement upon 30 days written notice to the other Party.

9.3 A Party may terminate this Agreement immediately upon written notice to the other Party, or at such later date as the terminating Party may specify in such notice, upon the occurrence of any of the following events:

- 9.3.1** The terminating Party fails to receive funding, appropriations, limitations, allotments, or other expenditure authority at levels sufficient in the terminating Party's reasonable administrative discretion, to perform its duties under this Agreement;
- 9.3.2** Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the terminating Party's performance under this Agreement is prohibited or the terminating Party is prohibited from paying for such performance from the planned funding source;
- 9.3.3** The other Party materially breaches a covenant, warranty or obligation under this Agreement, or fails to perform its duties within the time specified in this Agreement or any extension of that time, or so fails to pursue its duties as to endanger that Party's performance under this Agreement in accordance with its terms, and such breach or failure is not cured within 20 calendar days after delivery of the terminating Party's notice to the other Party of such breach or failure, or within such longer period of cure as the terminating Party may specify in such notice.

SECTION 10: AMENDMENTS

The terms of this Agreement may not be waived, altered, modified, supplemented or otherwise amended, in any manner whatsoever, except by written mutual agreement of the Parties.

SECTION 11: NOTICE

Except as otherwise expressly provided in this Agreement, any notices to be given relating to this Agreement will be given in writing by email, personal delivery, facsimile, or mailing the same, postage prepaid, to a Party's Authorized Representative at the address, number or email address set forth in this Agreement, or to such other addresses or numbers as a Party may indicate pursuant to this Section 9.

SECTION 12: SURVIVAL

All rights and obligations 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 will not prejudice any rights or obligations accrued to the Parties prior to termination.

SECTION 13: SEVERABILITY

If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be

affected, and the rights and obligations of the Parties will be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

SECTION 14: COUNTERPARTS

This Agreement may be executed in several counterparts, all of which when taken together will constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Agreement so executed will constitute an original.

SECTION 15: LIABILITY AND INSURANCE

- 15.1** The Parties understand that each is insured with respect to tort liability by the State of Oregon Insurance Fund, a statutory system of self-insurance established by ORS Chapter 278, and subject to the Oregon Tort Claims Act (ORS 30.260 to 30.300). Each Party accepts that coverage as adequate insurance of the other Party with respect to personal injury and property damage.
- 15.2** Any tort liability claim, suit, or loss resulting from or arising out of the Parties' performance of, or activities under, this Agreement will be allocated, as between the Parties, in accordance with law, by the Department of Administrative Services, Risk Management, for purposes of the Parties' respective loss experiences and subsequent allocation of self-insurance assessments under ORS 278.435. Each Party shall notify Risk Management and the other Party in the event a Party receives notice or knowledge of any claims arising out of the Parties' performance of, or activities under, this Agreement.

SECTION 16: DAS REPORTING REQUIREMENT

OSP shall be the Reporting Party for purposes of ORS 190.115, Summaries of Agreements of State Agencies. OSP shall submit a summary of this Agreement to the Oregon Department of Administrative Services through [OregonBuys](#) within the 30-day period immediately following the Effective Date of the Agreement.

SECTION 17: RECORDS

The Parties shall create and maintain records documenting their performance under this Agreement. The Oregon Secretary of State's Office, the federal government, the other Party, and their duly authorized representatives shall have access to the books, documents, papers, and records of a Party that are directly related to this Agreement for the purposes of making audit, examination, excerpts, and transcripts for a period of six years after termination of this Agreement.

SECTION 18: COMPLIANCE WITH LAW

In connection with their activities under this Agreement, the Parties shall comply with all applicable federal, state and local laws and regulations.

SECTION 19: NO THIRD PARTY BENEFICIARIES

OSP and OYA are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or will be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

SECTION 20: FORCE MAJEURE

Neither Party is responsible for any failure to perform or any delay in performance of any obligation under this Agreement due to any event or cause which is beyond that Party's reasonable control.

SECTION 21: MERGER, WAIVER AND MODIFICATION

This Agreement and all exhibits and attachments, if any, constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement will bind either Party unless in writing and signed by both Parties. Such waiver, consent, modification or change, if made, will be effective only in the specific instance and for the specific purpose given.

SECTION 22: SUBCONTRACTS AND ASSIGNMENT

- 22.1** Neither Party may enter into any subcontracts for the performance of any of its obligations under this Agreement, without the prior written consent of the other Party.
- 22.2** Neither Party may assign, delegate or transfer any of its rights or obligations under this Agreement, without the prior written consent of the other Party.

SECTION 23: SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

STATE OF OREGON acting by and through its
Oregon State Police

Teresa H Livingston
By: Teresa H Livingston (Oct 15, 2025 11:52:28 PDT)
(signature of Printed Name below)

Major Teresa Livingston
Printed Name

OSP Major
Title

STATE OF OREGON acting by and through its
Oregon Youth Authority


By: 
(signature of Printed Name below)

Susanna Bare
Printed Name

Procurement Manager/DPO
Title

09162025

Date

Date

OYA PROCUREMENT UNIT: Reviewed by OYA Contract Specialist

By: 
Riley Dunagan

Date: 09162025

Name: Riley Dunagan

OYA Authorized Representative: Reviewed and Approved

By: Approved via email

Date: 09112025

Name: Ken Jeske, Interim Chief Investigator

Exhibit A
Guidelines for Reporting and Investigating Criminal Conduct

Definitions:

"Employees" means any employee of the OYA.

"Youth" means any youth in the legal and/or physical custody of the agency who is located in any OYA facility, to include Department of Corrections offenders in the physical custody of OYA. This does not include acts alleged to have been committed by youth placed in OYA community programs, including OYA contracted residential programs, foster homes, or home placements.

"Victim" (as used in ORS 40.385, 135.230, 135.406, 135.970, 147.417, 147.419 and 147.421 and in ORS chapters 136, 137 and 144, except as otherwise specifically provided, or unless the context requires otherwise) means the person or persons who have suffered financial, social, psychological, or physical harm as a result of a crime and includes, in the case of a homicide or abuse of a corpse in any degree, a member of the immediate family of the decedent and, in the case of a minor victim, the legal guardian of the minor. In no event shall the criminal defendant be considered a victim. [1987 c.2 §17; 1993 c.294 §3; 1997 c.313 §30]

"Alleged criminal conduct" may include any conduct engaged in by any visitor, OYA employee or youth in the custody of the OYA that may be a violation of federal law or the Oregon Revised Statutes.

Crimes committed by employees of the OYA outside of a state institution, with a nexus to their employment with the State of Oregon will be reported to OSP to determine the law enforcement agency venue for reporting the alleged criminal conduct.

For Crimes committed within a state institution:

1. Evidence will be collected, documented, packaged and stored according to current OSP and OYA policy to ensure the integrity of the item and its proper chain of custody. The scene of an alleged crime will be preserved pending notification and arrival of OSP. Relevant evidence will be stored and submitted to an OSP Forensics Laboratory for appropriate testing and legal destruction when authorized and/or appropriate. Staff will provide reports and pertinent information to OSP.
2. If OSP determines the reported wrongful activity does not involve criminal conduct, OSP will refer the case to the OYA Professional Standards Office (PSO) and/or the respective OYA facility/field office administrator.
3. If during the course of a criminal investigation reliable information of a non- criminal nature is developed that may lead to disciplinary action or that effects the security or safety of the facility, OSP will notify OYA PSO and/or the respective facility/field office administrator.

4. In circumstances involving the report of abuse or suspected abuse, the youth/victim shall be protected from the suspect. During the duration of the investigation, this may require:
 - a. Reassignment of the suspect *to* other duties;
 - b. Placing the suspect on leave; and/or
 - c. Relocating the victim away from the suspect.
5. Sexual assault investigations will be conducted in accordance with guidelines established by the Prison Rape Elimination Act (PREA) and sexual assault investigation protocols established by Oregon statute and best practices.
6. No interviews of youth will be conducted by personnel or representatives of the respective OYA facility or field office.
7. Upon conclusion of law enforcement interviews of the youth, the police investigator will contact and advise the institution administrator (or other person designated by the agency) of the allegation and arrange for an interview of the alleged suspect.
8. Upon conclusion of the youth interview, the police investigator (or person designated by the investigator) will contact and advise the legal guardians of the complaint. Facility/field office personnel should **NOT** contact the parents or legal guardians/agency prior to consulting with the police investigator.
9. The suspect shall be interviewed in private by a police investigator.
 - a. The interview shall not be in the presence of other staff members or supervisors.
 - b. The criminal investigation shall remain separate from any administrative investigation OYA deems necessary.
10. Upon conclusion of the initial interviews, the police investigator will advise the facility/field office administrator (or other person designated by the agency) of the case status so that they may assess the situation and the need for further personnel actions (*i.e.*, modified duties, suspension, temporary reassignment, etc.). At this time, the responsibilities regarding further investigation by OSP, OYA, OYA PSO and OYA Human Resources will be determined.
11. All alleged abuse that is the subject of mandatory reporting will be handled according to appropriate Oregon Revised Statutes. Mandatory reports and cross reporting are the responsibility of OYA and OSP staff. At any time that an OYA employee determines that a mandatory report is required, the employee shall make the report per OYA policy with the local DHS branch office/hotline, or OSP if the abuse occurred inside a state institution.
12. When any employee is alleged to have committed abuse during the course of their employment, the alleged incident will be reported to OSP.

13. Abuse occurring outside of an OYA facility not involving an OYA employee as the alleged suspect will be reported to the law enforcement agency with jurisdiction in the alleged incident (OSP may be consulted to help determine the appropriate law enforcement agency).

When a youth placed in a youth correctional facility has escaped or is absent without authorization from the youth correctional facility or from the custody of any person in whose charge the youth lawfully has been placed, the superintendent of the youth correctional facility concerned, or the superintendent's authorized representative, may order the arrest and detention of the youth.

1. OYA will be responsible for making the appropriate LEDS/NCIC entries regarding these situations.
2. When the superintendent or authorized representative of an OYA correctional facility has reasonable belief that grounds exist for issuing the order, OYA staff will immediately contact the OSP, Northern Command Center at (503) 375-3555 and report the details of the incident.
3. OSP will facilitate the appropriate law enforcement response and assure the appropriate Criminal Investigations Division notifications are made,

OSP will send copies of all OSP completed criminal investigation reports to OYA PSO.

In all matters, OYA and OSP will be guided by agency rules, policies, protocols and Oregon Revised Statutes.

Exhibit B
Salary & OPE Calculations for AY 2025-27 Contract Rates

Top Step Trooper	Pct	Straight Time Rate Calculation				
		9,906.00	Hourly Rate			
Monthly Salary ⁽¹⁾		9,906.00				
Differentials ⁽²⁾	6.00%	594.36				
		Total Adj Base Salary	10,500.36	\$	60.58	
PERS ⁽³⁾	31.81%	3,340.16				
Soc Sec	7.65%	803.28				
Pension Bond ⁽⁴⁾	4.80%	504.02				
Mass Transit ⁽⁵⁾	0.60%	63.00				
PFMLI ⁽⁵⁾	0.40%	42.00				
ERB ⁽⁵⁾		3.00				
WCD ⁽⁵⁾		1.74				
Flex Benefits (health, dental) ⁽⁶⁾		2,465.98				
		Total OPE	7,223.18			
		Total Salary & OPE	17,723.54	\$	102.25	
		Program Support⁽⁷⁾		\$	14.42	
		Total Direct Program Costs		\$	116.67	
		Admin Costs				
		(Indirect Rate) ⁽⁸⁾	10.00%	\$	11.67	
		Straight Time Rate		\$	128.34	

Assumptions:

⁽¹⁾Salary rate includes Cola estimate of 2.5% 12/1/2025 and 2.5% 12/1/2026

⁽²⁾Differentials: assume 6% education differential for Troopers, 3% education differential for Sergeants (Not Applicable for Retiree's)

⁽³⁾PERS rate based on Tier1/Tier2 Police & Fire-31.81% (Retiree rate based on SB1049 Tier1/Tier2 Police & Fire-31.81%)

⁽⁴⁾Pension Bond rate is from last DAS memo

⁽⁵⁾Mass Transit, Paid Family Medical Leave Insurance (PFMLI), ERB, and WCD rates are the 2025-27 GB Budgeted Rates

⁽⁶⁾Flex Benefit rate based on average of sworn rates (Not Applicable for Retiree's)

⁽⁷⁾Program Support based on LFO Approved Sworn Rate Model (incl: training, telecom, gas, vehicle maintenance, IT, and supplies)

⁽⁸⁾Indirect Rate is the Federal de minimis rate of 10% for whole agency