

AGENDA

Thursday, June 18, 2015 - 10:00 AM
BOARD OF COUNTY COMMISSIONERS

Beginning Board Order No. 2015-57

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

I. HOUSING AUTHORITY CONSENT AGENDA

1. In the Matter of Writing off Uncollectible Accounts for the Fourth Quarter of Fiscal Year 2015
2. Approval to Respond to the Meyer Memorial Trust Request for Proposals to Increase Access to Private Market Units for Low-Income Renters through an Affordable Housing Initiative Grant
3. Resolution 1910 - Approving the Housing Authority of Clackamas County Fiscal Year 2015-2016 Budget

II. CITIZEN COMMUNICATION *(The Chair of the Board will call for statements from citizens regarding issues relating to County government. It is the intention that this portion of the agenda shall be limited to items of County business which are properly the object of Board consideration and may not be of a personal nature. Persons wishing to speak shall be allowed to do so after registering on the blue card provided on the table outside of the hearing room prior to the beginning of the meeting. Testimony is limited to three (3) minutes. Comments shall be respectful and courteous to all.)*

III. CONSENT AGENDA *(The following Items are considered to be routine, and therefore will not be allotted individual discussion time on the agenda. Many of these items have been discussed by the Board in Work Sessions. The items on the Consent Agenda will be approved in one motion unless a Board member requests, before the vote on the motion, to have an item considered at its regular place on the agenda.)*

A. Health, Housing & Human Services

1. Approval to Amendment No. 2 to an Intergovernmental Agreement with the Oregon Department of Education, Youth Development Division No. 9878 to Provide Juvenile Crime Prevention Services - *Children, Youth & Families*

B. Finance Department

1. Approval of the Contract with Tualatin Valley Workshop Inc. for Janitorial Services

C. Elected Officials

1. Approval of Previous Business Meeting Minutes – *BCC*

D. Business and Community Services

1. Resolution No. _____ Delegating Signature Authority to the Library Service District Administrator for Entering into Two Agreements Relating to the Transfer of Library Assets and Employees to the City of Happy Valley

E. Juvenile Department

1. Approval of Amendment No 1 to the Intergovernmental Agreement with Multnomah County to purchase beds within Multnomah County's Assessment and Evaluation Program
2. Approval for Filing of Grant Application for the 2015 Edward Bryne Memorial Justice Assistance Grant

IV. SERVICE DISTRICT NO. 5 (Street Lighting)

1. Resolution No. _____ for a Supplemental Budget for Service District No. 5 (Less than 10%) of the Total Qualifying Expenditures and Making Appropriations for Fiscal Year 2014-2015

V. COUNTY ADMINISTRATOR UPDATE

VI. COMMISSIONERS COMMUNICATION

NOTE: Regularly scheduled Business Meetings are televised and broadcast on the Clackamas County Government Channel. These programs are also accessible through the County's Internet site. DVD copies of regularly scheduled BCC Thursday Business Meetings are available for checkout at the Clackamas County Library in Oak Grove by the following Saturday. You may also order copies from any library in Clackamas County or the Clackamas County Government Channel.

www.clackamas.us/bcc/business.html

June 18, 2015

Housing Authority Board of Commissioners
Clackamas County

Members of the Board:

In the Matter of Writing off Uncollectible Accounts for the
Fourth Quarter of Fiscal Year 2015

Purpose/Outcomes	Approval to write off uncollectible rents, late charges and maintenance expenses for the fourth quarter of fiscal year 2015.
Dollar Amount and Fiscal Impact	\$27,960.16 in total collection losses.
Funding Source	N/A
Safety Impact	N/A
Duration	(April 1, 2015 – June 30, 2015)
Previous Board Action	First, second, and third quarter collection losses were approved by the Housing Authority Board of Commissioners.
Contact Person	Chuck Robbins, Executive Director, Housing Authority 503-650-5666
Contract No.	N/A

BACKGROUND:

The Housing Authority of Clackamas County (HACC), a Division of the Health, Housing and Human Services Department, requests the approval to write off uncollectible rents, late charges and maintenance expenses for the fourth quarter of fiscal year 2015 (April 1, 2015 – June 30, 2015). The uncollectible amounts are detailed on the attached worksheets.

Uncollectible amounts for the fourth quarter of fiscal year 2015 will be \$27,376.89 for Low Rent Public Housing and \$583.27 for Local Project Fund. Of the total fourth quarter write offs, \$5,835.34 was for uncollected rents and \$22,124.82 was for maintenance repairs charged to tenants for repairs required to units before HACC could lease them to a new tenant.


As a business practice, the HACC writes off debts after 90 days of collection efforts. Former residents in Public Housing that have debts that are written off continue to be tracked and are reported to a Federal Government database that prohibits their participation in any other Public Housing program nationally until such debt is paid.

The total amount proposed for transfer from Accounts Receivable to Collection Loss for the fourth quarter of fiscal year 2015 will be \$27,960.16. Total collection losses for fiscal year 2014 were \$67,685.59.

RECOMMENDATION:

HACC recommends the approval to write off uncollectible rents, late charges and maintenance expenses and for the Executive Director to be authorized to approve the transfer of these accounts from Accounts Receivable to Collection Loss.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "R. Swift". The signature is written in a cursive style with a large initial "R" and "S".

Richard Swift, Interim Director

LRPH

Collection Loss for the period of

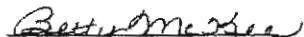
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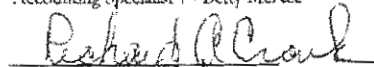
to

6/30/2015

Fourth Quarter of Fiscal Year 2015

Unit #	SS #	Name	Rent	Sundry	Total
1001-8	xxx-xx-5425	Janita Hammond	276.50	1,719.09	\$ 1,995.59
1048-8	xxx-xx-9070	Cynthia Rouv	727.32	1,800.65	\$ 2,527.97
1054-4	xxx-xx-3563	Jamie Ann Fagan	-	791.00	\$ 791.00
3009-4	xxx-xx-7248	Holly McCollum	(9.13)	374.08	\$ 364.95
3012-6	xxx-xx-7275	Tasha Williams	130.41	247.40	\$ 377.81
3039-1	xxx-xx-7376	Karen Melugin	75.05	197.63	\$ 272.68
3087-3	xxx-xx-8626	Michelle Marshall	1,194.00	500.09	\$ 1,694.09
5307-6	xxx-xx-8285	Jeffrey Shoemake	589.70	1,065.02	\$ 1,654.72
6006-3	xxx-xx-4894	Melody Heuer	2,584.07	1,162.53	\$ 3,746.60
7002-2	xxx-xx-1066	Angela Garry	-	6,376.65	\$ 6,376.65
8015-4	xxx-xx-8157	Audra Brown	85.76	-	\$ 85.76
11004-6	xxx-xx-0070	Jennifer Meyers	57.96	4,232.29	\$ 4,290.25
12035-3	xxx-xx-6716	Raeanna Teuber	8.65	3,190.17	\$ 3,198.82
Total Write-off			5,720.29	21,656.60	27,376.89


Accounting Specialist 1 - Betty McKee


Finance Manager - Rich Cronk


Executive Director - Chuck Robbins



COPY

Richard Swift
Interim Director

June 18, 2015

Board of County Commissioner
Clackamas County

Members of the Board:

Approval to Respond to the Meyer Memorial Trust Request for Proposals to Increase Access to Private Market Units for Low-Income Renters through an Affordable Housing Initiative Grant

Purpose/Outcomes	Permission to apply for grant funds to Increase Access to Private Market Units through Housing Choice (Section 8) Vouchers
Dollar Amount and Fiscal Impact	\$75,000
Funding Source	Meyer Memorial Trust - No County General Funds are involved.
Safety Impact	None
Duration	One Year from Time of Award
Previous Board Action	None
Contact Person	Chuck Robbins, Executive Director, 503-650-5666
Contract No.	None

BACKGROUND:

Effective July 1, 2014, House Bill 2639 made it illegal to discriminate against Section 8 Housing Choice Voucher families. Landlords and property managers are skeptical about working with the Section 8 Program and this grant would allow the Housing Authority to do extensive outreach and education with landlords in the private market in areas that are not typically utilized by Section 8 families. In particular, the Housing Authority would like to focus on improving lease ups in areas that do not have a high low-income or minority concentration. These grant funds would allow the Housing Authority to reassign existing staff to this project and provide the additional resources needed to develop and implement an extensive outreach and education program that would be rolled out over the course of the next year.

RECOMMENDATION:

Staff recommends the approval to apply for this grant and acceptance of the award if funded. Staff further recommends authorizing Richard Swift, H3S Interim Director to sign all grant documents on behalf of Clackamas County.

Respectfully submitted,

Richard Swift, Interim Director

June 18, 2015

Housing Authority Board of Commissioners
 Clackamas County

Members of the Board:

**Resolution 1910 Approving the Housing Authority of Clackamas County
FY 2015/2016 Budget**

Purpose/Outcomes	Approval of the Housing Authority 2015-2016 budget, and approval to submit to the U.S. Department of Housing and Urban Development
Dollar Amount and Fiscal Impact	\$18,829,473
Funding Source	U.S. Department of Housing and Urban Development
Safety Impact	N/A
Duration	July 1st 2015- June 30th 2016
Previous Board Action	The previous Fiscal Year Housing Authority Budget was approved on June 19th, 2014 by the Housing Authority Board of Directors.
Contact Person	Chuck Robbins- Executive Director, Housing Authority 503-655-5666
Contract No.	N/A

BACKGROUND:

The Housing Authority of Clackamas County (HACC), a Division of the Health, Housing and Human Services Department, requests approval of its FY 2015/2016 Agency-Wide Budget and approval of Resolution 1910 which allows the Housing Authority to submit its budget to the U.S. Department of Housing and Urban Development.

As required by the U.S. Department of Housing and Urban Development (HUD), the Low Rent Public Housing budget is allocated by project. HACC has a total of five Public Housing projects. HUD requires that the Public Housing Budget have its own Board Resolution and Board certification.

The HACC 2015/2016 Agency-Wide budget meets the requirements set forth in HUD's Financial Management Handbook for Public Housing Authorities. The Budget is organized by HACC's five functions:

- Low Rent Public Housing (referred to as LRPB in the budget document)
- Local Projects (affordable and special needs housing, not including low rent Public Housing)
- Section 8 Housing Choice Voucher Program (referred as Vouchers in the budget document)
- Central Office (Administration)
- Programmatic Grants (referred to as Grants in the budget document)

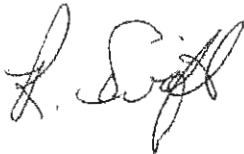
Total expenditures are estimated to be \$18,983,865. The total operating deficit for this year is projected to be <\$551,673>. Of this deficit, \$192,877 is Public Housing loss which will be covered by

the Public Housing Reserve account. Vouchers, Local Projects and Central Office (Administration) show a combined deficit of <\$358,796>. These losses are offset by \$516,748 generated by Easton Ridge Development Fees. Based on these projections HACC expects to generate excess revenue in the amount of \$157,952 which will be added to Local Project Fund reserves.

RECOMENDATION:

HACC recommends the approval of both Resolution 1910 adopting HACC's 2015/2016 Public Housing Budget; and the Agency-wide 2015/2016 Budget. Furthermore, HACC recommends approval for the Chair to sign HUD form 52574, Public Housing Authority Board Resolution Approving Operating Budget.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "R. Swift", written in a cursive style.

Richard Swift, Interim Director

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF CLACKAMAS COUNTY, STATE OF OREGON**

In the Matter of Approving the Housing
Authority's 2015/2016 Public Housing
Operating Budget by Project



RESOLUTION NO. 1910

WHEREAS, the Housing Authority Board of
Commissioners has reviewed the Public Housing Operating Budget by Project for Fiscal Year
ending June 30, 2016 and

WHEREAS, they certify that all regulatory and statutory
requirements have been met and that the Housing Authority has sufficient operating reserves to
meet the working capital needs of its developments, that the budget expenditures are necessary in
the efficient and economical operation of its housing for the purposes of serving low-income
residents, and

WHEREAS, the budget indicates a source of funds
adequate to cover all proposed expenditures, and

WHEREAS, the calculation of eligibility for federal
funding is in accordance with the provisions of the regulations and that all proposed rental charges
and expenditures will be consistent with provisions of the law, and

WHEREAS, the Housing Authority will comply with the
wage requirements under 24 CFR 968.11 (e) or (f) or 24 CFR 905.120 (c) and (d), and

WHEREAS, the Housing Authority will comply with
requirements for the reexamination of family income and composition,

NOW THEREFORE, BE IT RESOLVED that the Housing
Authority of Clackamas County, Oregon Public Housing Operating Budget by Project is hereby
approved for submittal to the U.S. Department of Housing and Urban Development.

DATED this 18th day of June, 2015

BOARD OF COMMISSIONERS OF THE HOUSING
AUTHORITY OF CLACKAMAS COUNTY, OREGON

John Ludlow, Chair

Recording Secretary

PHA Board Resolution
Approving Operating Budget

**U.S. Department of Housing
and Urban Development**
Office of Public and Indian Housing -
Real Estate Assessment Center (PIH-REAC)

OMB No. 2577-0026
(exp. 04/30/2016)

Public reporting burden for this collection of information is estimated to average 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

This information is required by Section 6(c)(4) of the U.S. Housing Act of 1937. The information is the operating budget for the low-income public housing program and provides a summary of the proposed/budgeted receipts and expenditures, approval of budgeted receipts and expenditures, and justification of certain specified amounts. HUD reviews the information to determine if the operating plan adopted by the public housing agency (PHA) and the amounts are reasonable, and that the PHA is in compliance with procedures prescribed by HUD. Responses are required to obtain benefits. This information does not lend itself to confidentiality.

PHA Name: Housing Authority of Clackamas

PHA Code: OR001

PHA Fiscal Year Beginning: 7/1/2015

Board Resolution Number: 1910

Acting on behalf of the Board of Commissioners of the above-named PHA as its Chairperson, I make the following certifications and agreement to the Department of Housing and Urban Development (HUD) regarding the Board's approval of (check one or more as applicable):

DATE

- Operating Budget approved by Board resolution on: 6/18/2015
- Operating Budget submitted to HUD, if applicable, on:
- Operating Budget revision approved by Board resolution on:
- Operating Budget revision submitted to HUD, if applicable, on:

I certify on behalf of the above-named PHA that:

1. All statutory and regulatory requirements have been met;
2. The PHA has sufficient operating reserves to meet the working capital needs of its developments;
3. Proposed budget expenditure are necessary in the efficient and economical operation of the housing for the purpose of serving low-income residents;
4. The budget indicates a source of funds adequate to cover all proposed expenditures;
5. The PHA will comply with the wage rate requirement under 24 CFR 968.110(c) and (f); and
6. The PHA will comply with the requirements for access to records and audits under 24 CFR 968.110(i).

I hereby certify that all the information stated within, as well as any information provided in the accompaniment herewith, if applicable, is true and accurate.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012.31, U.S.C. 3729 and 3802)

Print Board Chairperson's Name: John Ludlow	Signature:	Date: 6/18/2015
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Description of Fund

The Housing Authority provides affordable and safe housing to low income residents by owning and managing a portfolio of about 900 units, and by administering the Housing Choice Voucher program (1,651 vouchers).

Many clients are elderly or disabled, or former victims of domestic violence who are now single women-head of household with children. There are six (6) budget activities: Low Rent Public Housing (operation of 545 public housing units); Housing Choice Vouchers (administration of the voucher program and pass through rent assistance); Local Projects (operation of 355 other affordable and special needs housing units); Central Office (administration and finance); Housing Development (creating new housing or preserving existing units); and Grants (Capital Fund and Resident Self-Sufficiency).

Revenue Summary

Ninety-eight (98%) of revenues are Federal funds, allocation from Congress through the U.S. Department of Housing and Urban Development (HUD) in the following form: Public Housing Operating Subsidy for the operations of public housing; Capital Fund Grant for major physical repairs of public housing; Voucher Admin Fee for the administration of the voucher program; Housing Assistance Payment for pass through rent assistance to landlords; and Grants for Family Self-Sufficiency and Resident Services. The total amount is \$18,432,192. These funds are trending flat as Congress works to control federal spending and balance the federal budget.

Of that total, other non-federal earned revenue includes: Local Projects housing portfolio totaling \$434,933 (including \$90,960 of county contribution).

Expenditure Summary

Total expenditures are estimated to be \$18,983,865. The total operating deficit for this year is projected to be <\$551,673>. Of this deficit, \$192,877 is Public Housing loss which will be covered by the Public Housing Reserve account. Vouchers, Local Projects and Central Office (Administration) show a combined deficit of <\$358,796>. These losses are offset by \$516,748 generated by Easton Ridge Development Fees. Based on these projections HACC expects to generate excess revenue in the amount of \$157,952 which will be added to Local Project Fund reserves.

We have worked diligently to identify and implement options and opportunities to reduce program delivery costs and streamline operations in program areas where expenditures exceed revenue.

Significant Issues & Changes

HUD funding dramatically impacts HACC's budget. For example, the Voucher Program has received from HUD a proration between 70% and 80% of allowable administrative fees, the last three years. HACC has reduced Voucher frontline FTE's in past budgets in response to these cuts. This has resulted in an increased workload of about 120% of the industry standard for Section 8 administration. The Capital Fund for public housing physical repairs has been reduced from past levels.

Ongoing development fees for Easton Ridge are expected to be in the range of \$300,000 – \$500,000 annually.

Low Rent Public Housing (LRPH)

Three Property Managers are responsible for management of 545 units of federally subsidized public housing in five Asset Management Property (AMPs) groupings. Each property manager is responsible for a portfolio of housing ranging from 200 to 213 units. To support the operations of the housing, each Property Manager has a staff of maintenance personnel and an administrative support position. Staff performs wait list management, unit leasing of new residents, grounds and unit maintenance, oversight of landlord/tenant issues, provision of resident services, and annual recertification of resident income per HUD guidelines to establish housing eligibility.

Voucher Program

The Voucher staff oversees the issuance of 1,651 rent subsidy vouchers for eligible clients to use in the rental of housing from private landlords who participate in the voucher program. To support this activity, staff manages waiting list and preferences, performs on-site rental inspections to meet housing quality requirements, issues vouchers to clients once eligibility requirements are met, responds to landlord/client issues, and annually recertifies each resident's income per HUD guidelines to establish housing eligibility.

Local Projects

Local Projects includes HACC owned housing units that are self-managed or third-party managed that are not part of the Public Housing portfolio. Third-party managed units are managed by Quantum Property Management and include Arbor Terrace in Molalla and Easton Ridge in Clackamas. Self-managed units include 11 units of family affordable housing and 55 units of special needs housing either managed by HACC or leased to the County or to a third-party service provider.

Resident Services

Resident Services programs promote the development of local strategies to assess the needs of Public Housing and Section 8 residents and then coordinate available resources in the community to meet those needs.

These services enable participating families to increase earned income, reduce or eliminate the need for welfare assistance, and make progress toward achieving economic independence and housing self-sufficiency. For elderly or disabled residents, the program helps improve living conditions and enable residents to age-in-place. For low-income families the program provides opportunities for education, job training, counseling and other forms of social service assistance.

HACC received HUD grants for Resident Services in both major programs. In Public Housing this is the Resident Opportunities and Self Sufficiency (ROSS) Grant Program. In Section 8, it's the Family Self-Sufficiency (FSS) Program. The total budget for both grants is \$306,156.

Tax Credit Properties

HACC recently sold Easton Ridge (264 unit family housing) to a tax credit partnership in order to rehabilitate the property. HACC is the managing partner with .01% ownership interest. The rehabilitation was completed in July 2014.

Central Office

The Central Office oversees the administrative operations of the agency. Functions include the Executive Director who provides general oversight; the Housing Asset Manager, who oversees LRP, Local Project, and Tax Credit property, and the Finance Manager who oversees HACC's finances and financial reporting requirements.

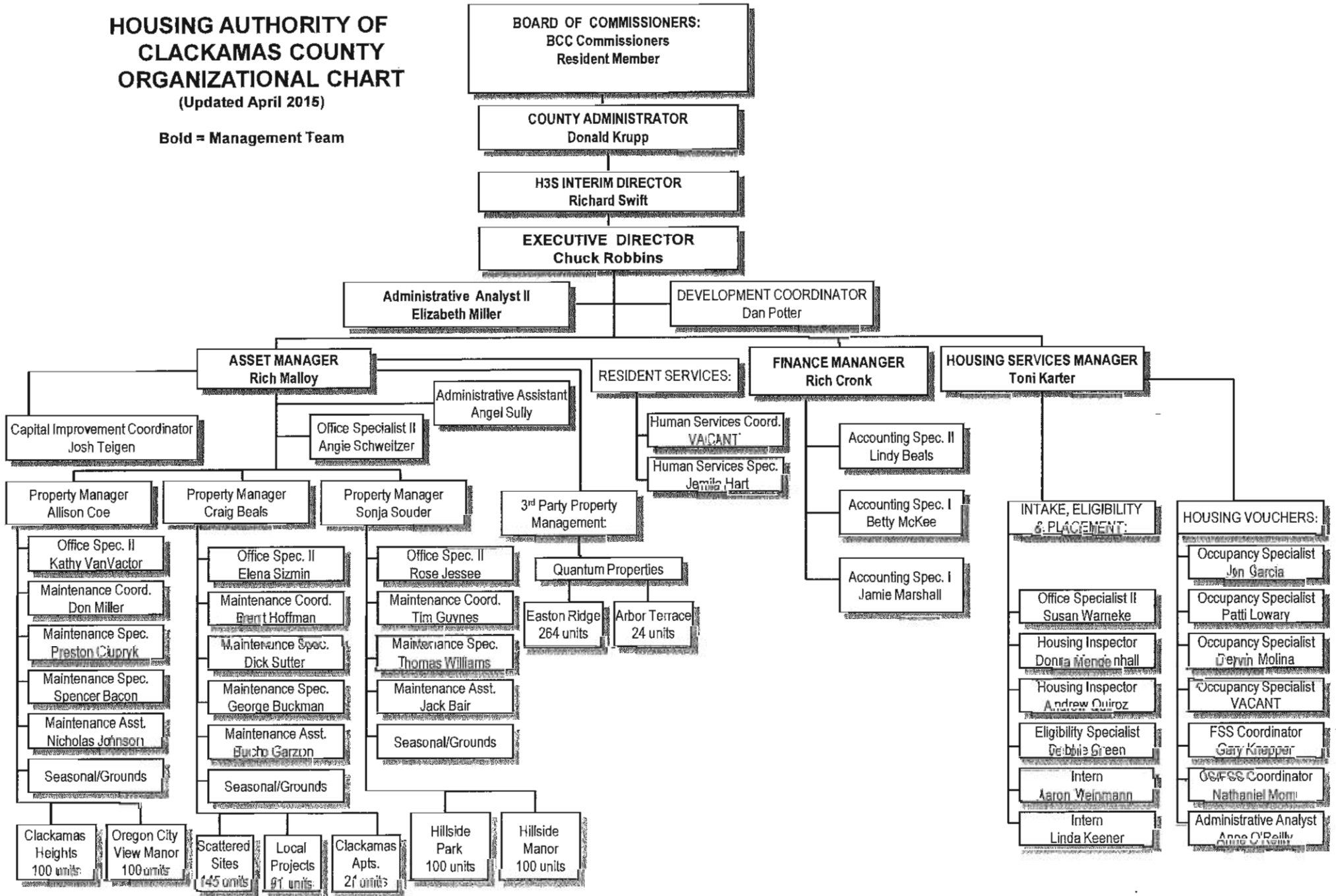
Grants

Grants are focused primarily in two areas. First, HUD provides an annual LRP Capital Fund grant for the renovation and modernization of public housing. Second, HUD provides two grants for supportive housing, a Shelter Plus Care grant for disabled homeless and a grant for domestic violence homeless transitional housing at Jannsen Road Apartments.

HOUSING AUTHORITY OF CLACKAMAS COUNTY ORGANIZATIONAL CHART

(Updated April 2015)

Bold = Management Team



Housing Authority of Clackamas County
Agency Wide
Budget FY 2015/2016

Housing Authority of Clackamas County
All Programs Budget
Fiscal Year 2015/2016 **DRAFT**

	Low Rent Public Housing	Vouchers	Local Projects	Central Office	Grants	Total	FY 2015 6/30/2015 Budget	% Change from Prior Year Budget
INCOME:								
Dwelling rent	1,436,204		285,207			1,721,411	1,687,004	2.04%
Vacancy loss (3%)	(43,086)		(7,369)			(50,455)	(49,286)	2.37%
Other tenant income	80,453		32,850			113,303	94,321	20.12%
Operating subsidy	1,879,006	1,114,133			98,743	3,091,882	3,099,961	-0.26%
Housing assistance payments		11,678,846			308,800	11,987,646	11,606,058	3.29%
Mgmt fees			5,185	431,881		437,066	431,120	1.38%
Interest income	10,987	0	18,100	0		29,087	26,025	11.77%
County contribution			90,960			90,960	90,960	0.00%
Grant revenue	176,000		10,000	88,000	696,000	970,000	1,279,010	-24.16%
Other/Inkind	<u>13,077</u>	<u>4,992</u>	<u>0</u>	<u>0</u>	<u>23,223</u>	<u>41,292</u>	<u>75,850</u>	-45.56%
TOTAL REVENUE	<u>3,552,641</u>	<u>12,797,971</u>	<u>434,933</u>	<u>519,881</u>	<u>1,126,766</u>	<u>18,432,192</u>	18,341,023	0.50%
ADMINISTRATIVE EXPENSE:								
Salaries	420,145	580,974	61,003	376,344	26,067	1,464,533	1,432,520	2.23%
Employee benefits	248,528	341,180	32,252	189,468	15,370	826,798	878,866	-5.92%
Legal fees	18,960	9,663	831	547		30,001	10,000	200.01%
Staff training/travel	5,443	3,544	304	1,710		11,001	13,000	-15.38%
Auditing fees	30,210	15,461	1,329	1,000		48,000	42,000	14.29%
Other administrative expenses (2)	149,597	220,443	10,596	179,364		560,000	545,002	2.75%
Management fee expense	<u>431,881</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>431,881</u>	<u>426,553</u>	1.25%
TOTAL ADMINISTRATIVE	<u>1,304,764</u>	<u>1,171,265</u>	<u>106,315</u>	<u>748,433</u>	<u>41,437</u>	<u>3,372,214</u>	3,347,941	0.73%
TENANT SERVICES:								
Salaries	39,530	74,572			41,262	155,364	151,663	2.44%
Benefits	8,476	45,078			26,590	80,144	88,638	-9.58%
Other	<u>18,500</u>	<u>0</u>	<u>40,000</u>	<u>0</u>	<u>12,148</u>	<u>70,648</u>	<u>61,869</u>	14.19%
TOTAL TENANT SERVICES	<u>66,506</u>	<u>119,650</u>	<u>40,000</u>	<u>0</u>	<u>80,000</u>	<u>306,156</u>	302,170	1.32%

Housing Authority of Clackamas County
Agency Wide
Budget FY 2015/2016

	Low Rent Public Housing	Vouchers	Local Projects	Central Office	Grants	Total	FY 2015 6/30/2015 Budget	% Change from Prior Year Budget
UTILITIES:								
Water	154,474		3,149		217	157,840	154,774	1.98%
Sewer	339,280		7,896		824	348,000	347,268	0.21%
Electricity	116,625		1,680	6,991	118	125,414	109,897	14.12%
Gas	<u>41,839</u>	<u>0</u>	<u>69</u>	<u>2,175</u>	<u>0</u>	<u>44,083</u>	<u>40,133</u>	9.84%
TOTAL UTILITIES	<u>652,218</u>	<u>0</u>	<u>12,794</u>	<u>9,166</u>	<u>1,159</u>	<u>675,337</u>	<u>652,072</u>	3.57%
MAINTENANCE:								
Labor	591,798		33,484	5,280	1,010	631,572	591,281	6.81%
Benefits	378,208		24,662	2,790	505	406,165	411,472	-1.29%
Materials	143,700		11,201	0	445	155,346	164,731	-5.70%
Garbage contracts	176,119		0	0	0	176,119	175,258	0.49%
Other contracts	<u>163,061</u>	<u>0</u>	<u>38,869</u>	<u>5,739</u>	<u>15,756</u>	<u>223,425</u>	<u>253,691</u>	-11.93%
TOTAL MAINTENANCE	<u>1,452,886</u>	<u>0</u>	<u>108,216</u>	<u>13,809</u>	<u>17,716</u>	<u>1,592,627</u>	<u>1,596,433</u>	-0.24%
GENERAL EXPENSES:								
Insurance	123,316	10,806	10,560	5,318	0	150,000	127,999	17.19%
Payment in Lieu of Taxes	71,545					71,545	70,837	1.00%
Other/Extraord. Maint.	66,862	23,884	1,757		74,091	166,594	225,511	-26.13%
OPEB Accrual	<u>7,421</u>	<u>4,832</u>	<u>415</u>	<u>2,331</u>	<u>0</u>	<u>14,999</u>	<u>15,001</u>	-0.01%
TOTAL GENERAL EXPENSES	<u>269,144</u>	<u>39,522</u>	<u>12,732</u>	<u>7,649</u>	<u>74,091</u>	<u>403,138</u>	<u>439,348</u>	-8.24%
OTHER EXPENSES:								
Housing Assistance Payments		11,678,846			308,800	11,987,646	11,912,658	0.63%
Mortgage Payments			43,184		0	43,184	43,184	0.00%
Capital Expenditures	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>603,563</u>	<u>603,563</u>	<u>535,667</u>	12.68%
TOTAL OTHER EXPENSES	<u>0</u>	<u>11,678,846</u>	<u>43,184</u>	<u>0</u>	<u>912,363</u>	<u>12,634,393</u>	<u>12,491,509</u>	1.14%
TOTAL EXPENSES	<u>3,745,518</u>	<u>13,009,283</u>	<u>323,241</u>	<u>779,057</u>	<u>1,126,766</u>	<u>18,983,865</u>	<u>18,829,473</u>	0.82%

Housing Authority of Clackamas County
Agency Wide
Budget FY 2015/2016

	Low Rent Public Housing	Vouchers	Local Projects	Central Office	Grants	Total	FY 2015 6/30/2015 Budget	% Change from Prior Year Budget
OPERATING SURPLUS (DEFICIT)	(192,877)	(211,312)	111,692	(259,176)	0	(551,673)	(488,450)	12.94%
Deferred Development Fee Cash				516,748		516,748	701,985	-26.39%
OPERATING SURPLUS (DEFICIT) AFTER CASH INFUSION	(192,877)	(211,312)	111,692	257,572	0	(34,925)	213,535	-116.36%
Estimated Unrestricted Equity Reserves at 06/30/2015	1,536,000	0	3,587,324	2,508	0	5,125,832		
Non-equity cash	0		0	516,748		516,748		
FY 2016 Surplus (Deficit)	(192,877)	(211,312)	111,692	(259,176)		(551,673)		
Cash Reserves at 6/30/2016	1,343,123	(211,312)	3,699,016	260,080		5,090,907		
Estimated Restricted Reserves at 06/30/2016	2,431,124	0	0	0	0	2,431,124		
FTE's at 3/31/2015	20.0	11.5	1.5	5.0	1.0	39.0		

(1) Restricted to Public Housing Operations

(2) ie. phone, postage, office supplies, county allocations

Housing Authority of Clackamas County
Public Housing Budget by Project
Fiscal Year 2015/2016

	001 Clack Hghts	004 OCVM	002 Scattrd Sites	003 Hillsd Park	005 Hillsd Manor	Project Total
INCOME:						
Dwelling rent	\$ 213,840	\$ 160,895	\$ 532,112	\$ 220,825	\$ 308,532	\$ 1,436,204
Vacancy loss (3%)	\$ (6,415)	\$ (4,827)	\$ (15,963)	\$ (6,625)	\$ (9,256)	\$ (43,086)
Other tenant income	\$ 17,487	\$ 7,588	\$ 30,272	\$ 8,851	\$ 16,256	\$ 80,454
Operating subsidy	\$ 362,180	\$ 384,885	\$ 571,464	\$ 296,953	\$ 263,525	\$ 1,879,007
Interest income	\$ 1,917	\$ 1,858	\$ 3,624	\$ 1,762	\$ 1,824	\$ 10,985
Building rental income					\$ 13,077	\$ 13,077
Capital fund transfer	\$ 32,208	\$ 32,208	\$ 47,168	\$ 32,208	\$ 32,208	\$ 176,000
TOTAL REVENUE	\$ 621,217	\$ 582,607	\$ 1,168,677	\$ 553,974	\$ 626,166	\$ 3,552,641
ADMINISTRATIVE EXPENSE:						
Salaries	\$ 74,136	\$ 74,207	\$ 115,349	\$ 78,226	\$ 78,226	\$ 420,144
Employee benefits	\$ 41,879	\$ 41,928	\$ 70,588	\$ 47,066	\$ 47,066	\$ 248,527
Legal fees	\$ 3,470	\$ 3,470	\$ 5,081	\$ 3,470	\$ 3,470	\$ 18,961
Staff training/travel	\$ 1,025	\$ 1,025	\$ 1,604	\$ 893	\$ 893	\$ 5,440
Auditing fees	\$ 5,528	\$ 5,528	\$ 8,096	\$ 5,528	\$ 5,528	\$ 30,208
Other administrative expenses	\$ 27,704	\$ 27,727	\$ 40,440	\$ 26,863	\$ 26,863	\$ 149,597
Management fees	\$ 79,066	\$ 79,066	\$ 115,617	\$ 79,066	\$ 79,066	\$ 431,881
TOTAL ADMINISTRATIVE	\$ 232,808	\$ 232,951	\$ 356,775	\$ 241,112	\$ 241,112	\$ 1,304,758
TENANT SERVICES:						
Salaries	\$ 7,267	\$ 7,267	\$ 10,464	\$ 7,267	\$ 7,267	\$ 39,532
Benefits	\$ 1,558	\$ 1,558	\$ 2,244	\$ 1,558	\$ 1,558	\$ 8,476
Other	\$ 4,000	\$ 4,000	\$ 2,500	\$ 4,000	\$ 4,000	\$ 18,500
TOTAL TENANT SERVICES	\$ 12,825	\$ 12,825	\$ 15,208	\$ 12,825	\$ 12,825	\$ 66,508
UTILITIES:						
Water	\$ 32,156	\$ 35,179	\$ 51,409	\$ 21,373	\$ 14,357	\$ 154,474
Sewer	\$ 69,876	\$ 71,917	\$ 94,986	\$ 50,400	\$ 52,101	\$ 339,280
Electricity	\$ 13,876	\$ 6,076	\$ 6,460	\$ 6,456	\$ 83,757	\$ 116,625
Gas	\$ 1,283	\$ 1,127	\$ 2,226	\$ 1,466	\$ 35,737	\$ 41,839
TOTAL UTILITIES	\$ 117,191	\$ 114,299	\$ 155,081	\$ 79,695	\$ 185,952	\$ 652,218

MAINTENANCE:

Labor	\$ 105,449	\$ 110,729	\$ 196,182	\$ 91,507	\$ 87,931	\$ 591,798
Benefits	\$ 61,375	\$ 64,166	\$ 141,132	\$ 57,483	\$ 54,053	\$ 378,209
Materials	\$ 33,626	\$ 22,848	\$ 56,330	\$ 15,089	\$ 15,807	\$ 143,700
Garbage contracts	\$ 37,814	\$ 33,536	\$ 63,976	\$ 32,529	\$ 8,265	\$ 176,120
Other contracts	\$ 25,111	\$ 25,275	\$ 63,431	\$ 26,090	\$ 23,155	\$ 163,062

TOTAL MAINTENANCE \$ 263,375 \$ 256,554 \$ 521,051 \$ 222,698 \$ 189,211 \$ 1,452,889

GENERAL EXPENSES:

Insurance	\$ 23,711	\$ 24,209	\$ 34,515	\$ 19,312	\$ 21,569	\$ 123,316
PILOT	\$ 9,545	\$ 8,846	\$ 24,664	\$ 15,342	\$ 13,149	\$ 71,546
Extraordinary Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Collection loss/other	\$ 12,232	\$ 10,689	\$ 16,510	\$ 12,438	\$ 14,994	\$ 66,863
OPEB accrual	\$ 1,398	\$ 1,398	\$ 2,188	\$ 1,218	\$ 1,218	\$ 7,420

TOTAL GENERAL EXPENSES \$ 46,886 \$ 45,142 \$ 77,877 \$ 48,310 \$ 50,930 \$ 269,145

TOTAL EXPENSES \$ 673,085 \$ 661,771 \$ 1,125,992 \$ 604,640 \$ 680,030 \$ 3,745,518

OPERATING SURPLUS(DEFICIT) \$ (51,868) \$ (79,164) \$ 42,685 \$ (50,666) \$ (53,864) \$ (192,877)

June 18, 2015

COPY

Board of County Commissioners
Clackamas County

Members of the Board:

Approval to Amendment #2 to an Intergovernmental Agreement with the
Oregon Department of Education, Youth Development Division #9878
to Provide Juvenile Crime Prevention Services

Purpose/Outcomes	<p>In order to minimize the disruption of services, this Intergovernmental Agreement extends the current Juvenile Crime Prevention agreement to June 30, 2017. Juvenile Crime Prevention program provides</p> <p>This Intergovernmental Agreement would allow Children, Youth & Families Division to administer Youth Development programs, services and initiatives to school-age children through youth 20 years of age in order to support educational success, prevent criminal activity and reduce high risk behaviors. Program services are focused on youth exhibiting the following risk factors: anti-social behavior, poor family functioning or poor family support, failure in school, substance abuse problems, negative peer association and demonstrating behaviors that have come to the attention of government or community agencies, schools, or law enforcement and that will lead to imminent or increased involvement in the juvenile justice system.</p>
Dollar Amount and Fiscal Impact	<p>This amendment is for \$411,672 for a new total dollar amount awarded of \$1,180,545.16. These State General Fund funds will support Community Diversion Panels and other Juvenile Department-based delinquency prevention programming. A majority of the funds are passed through to local providers and may fund a portion of a county position.</p> <p>All funds offered in this amendment are to cover the 2015-17 biennium and consist of Oregon State General Funds. No County General Funds are involved and no County match is required.</p>
Funding Source	Oregon Department of Education – Youth Development Division
Safety Impact	N/A
Duration	Effective upon signature of all applicable parties and terminates on June 30, 2017.
Previous Board Action	The original agreement was approved on September 26, 2013; Amendment #1 was approved on June 26, 2014.
Contact Person	Rodney A. Cook
Contract No.	6450

BACKGROUND:

The Children, Youth & Families Division (CYF) of the Health, Housing and Human Services Department requests the approval of Amendment #2 to the Intergovernmental Agreement with Oregon Department of Education, for operation of the Juvenile Crime Prevention Program.

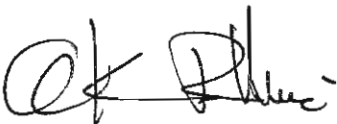
The Children, Youth & Families Division and the Juvenile Department are working collaboratively to maximize county services to school age children through youth 20 years of age through this intergovernmental agreement. This Intergovernmental Agreement is a two-year extension that allows CYF to administer Youth Development programs, services and initiatives to school-age children through youth 20 years of age in order to support educational success, prevent criminal activity and reduce high risk behaviors. Program services are focused on youth exhibiting the following risk factors: anti-social behavior, poor family functioning or poor family support, failure in school, substance abuse problems, negative peer association and demonstrating behaviors that have come to the attention of government or community agencies, schools, or law enforcement and that will lead to imminent or increased involvement in the juvenile justice system.

This amendment is to extend the agreement thru June 30, 2017. The original agreement has been reviewed and approved by County Counsel.

RECOMMENDATION:

Staff recommends the Board approval of this Amendment to the Intergovernmental Agreement and authorizes Richard Swift, H3S Interim Director to sign on behalf of Clackamas County.

Respectfully submitted,



for Richard Swift, Interim Director

**STATE OF OREGON
INTERGOVERNMENTAL CONTRACT FOR PROFESSIONAL SERVICES
AMENDMENT # 9878**

This is Amendment No. 2 to Contract No. 9878 (as amended from time to time, the "Contract") between the State of Oregon, acting by and through its **Department of Education** ("Agency") and **Clackamas County** ("Contractor"). The Contract is dated as of **July 1, 2013**; this Amendment is effective as of the last date it is signed below (the "Effective Date").

1. This Amendment shall be effective on the last date the Amendment has been signed by every party and when required, approved in accordance with applicable laws, rules and regulations, including any federal approval and approval for legal sufficiency by the State of Oregon, Department of Justice.
2. The Contract is hereby amended as follows with new language indicated by underlining and [deleted language is indicated by brackets]:

A)

AGREEMENT

1. **Effective Date and Duration.** Upon signature by all applicable parties, this Agreement shall be effective on the later of July 1, 2013 or (b) when required, the date this Agreement has been approved by the Department of Justice, regardless of the date the Agreement is actually signed by all other parties. Unless terminated earlier in accordance with its terms, this Agreement shall terminate on [June 30, 2015] June 30, 2017.

B)

**EXHIBIT C
AWARD**

FUNDING AREA	GENERAL FUND			FEDERAL FUNDS		CFDA NUMBER
	07/01/13-06/30/14	07/01/14-06/30/15	<u>07/01/15-06/30/17</u>	07/01/13-06/30/14	07/01/14-06/30/15	
1. Youth Investment				\$306,175.00	\$51,026.16	93.667
2. JCP Prevention	\$205,836.00	\$205,836.00	<u>\$411,672.00</u>			
3. Community Schools						
4. Casey Partnership						93.658

EXPLANATION OF AWARD

The Award set forth above reflects the maximum amount of financial assistance that Agency will provide to County under this Agreement in support of Activities or Services in each of the specified Funding Areas. The CFDA (Catalog of Federal Domestic Assistance) Number specifies the source of federal funds as follows: CFDA Number 93.667 specifies Title XX block grant funds, CFDA Number 93.658 specifies Title IV-E Foster Care.

**C) EXHIBIT H
JUVENILE CRIME PREVENTION**

3. Reports. County shall submit to Agency, on forms designated by Agency, the following written reports:

c. No later than 60 days after the **[termination] end of each fiscal year** of this Agreement, a written detail expenditure report on the County's expenditure of JCP Funds during the **[2013-2014] for the previous Fiscal Year.**

3 Except as expressly amended above, all other terms and conditions of original Contract are still in full force and effect. Contractor certifies that the representations, warranties and certifications contained in the original Contract 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.

CONTRACTOR, BY EXECUTION OF THIS AMENDMENT, HEREBY ACKNOWLEDGES CONTRACTOR HAS READ THIS AMENDMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

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

CONTRACTOR

By:	Title:	Date:
Printed Signature	E-Mail Address:	

AGENCY

Authorized Signature:	Title:	Date:
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Approved for Legal Sufficiency

Authorized Signature: e-approval by David Elliot	Title: Assistant Attorney General	Date: May 26, 2015
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MARC GONZALES
DIRECTOR

DEPARTMENT OF FINANCE

June 18, 2015

PUBLIC SERVICES BUILDING
2051 KAEN ROAD | OREGON CITY, OR 97045

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of the Contract with Tualatin Valley Workshop Inc
for Janitorial Services to Clackamas County**

Purpose/Outcome	Establish a new contract with Tualatin Valley Workshop Inc. for janitorial services throughout Clackamas County.
Dollar Amount and fiscal Impact	\$1,105,576.00
Funding Source	Allocated Funds to Facilities Management
Safety Impact	
Duration	To June 30, 2016 with Additional 1 Year Renewals
Previous Board Action/Review	None
Contact Person	Cory Johnson at (503) 557-6422
Contract No.	

BACKGROUND:

In 1977 the Oregon State Legislature required State and Local governments to use Qualified Rehabilitation Facilities (QRF) to perform various services without the ability to conduct a wide-ranging competitive solicitation process. Tualatin Valley Workshop Inc. (TVW) has been providing janitorial services to Clackamas County since 2008. TVW is currently providing janitorial services to 20 buildings. On May 6, 2015, Clackamas County terminated the other QRF providing janitorial services as a result of not meeting established cleaning standards. TVW has been requested to add an additional 23 buildings that were being cleaned by the prior QRF to their portfolio. This will bring the total count of County buildings for which TVW will be providing janitorial services to 43 with a total of 615,310 square feet.

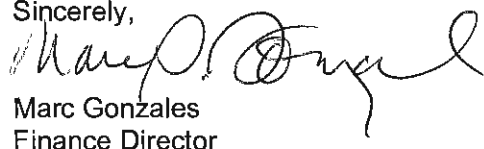
Concurrently with negotiations for the expanded contract scope, the cleaning requirements and schedule for the janitorial services have been updated to establish a more explicitly defined description and frequency of the janitorial services TVW will be providing, along with clarifying to the building occupants the janitorial services they will receive.

Finally, the new contract is being requested in order to set up the payments to follow the Clackamas County Managing for Results (MFR) initiative. The contract must reflect the payments coming from the correct Line of Business (Facilities Management) and Program (Facilities Support Services).

RECOMMENDATION:

Staff respectfully recommends the Board approve the contract with Tualatin Valley Workshop Inc. for Janitorial Services to Clackamas County.

Sincerely,


Marc Gonzales
Finance Director

Approval of Previous Business Meeting Minutes:

May 21, 2015

(minutes attached)

BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES

A complete video copy and packet including staff reports of this meeting can be viewed at

<http://www.clackamas.us/bcc/business.html>

Thursday, May 21, 2015 – 6:00 PM

Public Services Building

2051 Kaen Rd., Oregon City, OR 97045

**PRESENT: Commissioner John Ludlow, Chair
Commissioner Jim Bernard
Commissioner Paul Savas
Commissioner Martha Schrader
Commissioner Tootie Smith**

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

I. PRESENTATION

1. Presentation – The Road Ahead: Safe Roads are No Accident
Barb Cartmill and Mike Bezner, Department of Transportation and Development presented the staff report including a PowerPoint presentation.

~Board Discussion~

II. CITIZEN COMMUNICATION

<http://www.clackamas.us/bcc/business.html>

1. Baldwin Vandebile, Oak Grove Community Council – Spoke regarding Map 1 & 11.
2. Aileen Sarabia, Happy Valley, Student from Clackamas High School – Tobacco prevention.
3. Kyra Schuratz, Happy Valley – Student from Clackamas High School – Tobacco Prevention.
4. Katherine Franich, Milwaukie – Student from Rex Putnam – tobacco Prevention.
5. Majoty Prado, Portland – Student from Rex Putnam – tobacco Prevention.
6. Andrea, Portland – Student from Rex Putnam – tobacco Prevention.
7. Leslie Rivera, Milwaukie – Student from Rex Putnam – tobacco Prevention.
8. Abigail Wells, Represents a Vibrant Future Coalition – gave background regarding the tobacco Prevention Program.

~Board Discussion~

III. READING AND ADOPTION OF PREVIOUSLY APPROVED LAND USE ORDINANCE

1. Adoption of Zoning and Development Ordinance (ZDO) 251, Amendments to the Comprehensive Plan to Implement the Active Transportation Plan

Nate Boderman, County Counsel presented the staff report.

Chair Ludlow asked for a motion to read the ZDO by title only.

MOTION:

Commissioner Bernard: I move we read ZDO-251 by title only.

Commissioner Smith: Second.

Clerk calls the poll.

Commissioner Bernard: Aye.

Commissioner Smith: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Chair Ludlow: Aye – the motion passes 5-0 – he asked the clerk to read the ZDO by title only. He then asked for a motion to approve.

MOTION:

Commissioner Schrader: I move we approve ZDO-251, Amendments to the Comprehensive Plan to Implement the Active Transportation Plan as previously approved at the March 18, 2015 Land Use Hearing.

Commissioner Savas: Second.
Clerk calls the poll.
Commissioner Smith: Aye.
Commissioner Schrader: Aye.
Commissioner Savas: Aye.
Commissioner Bernard: Aye.
Chair Ludlow: Aye – the motion passes 5-0.

IV. CONSENT AGENDA

Chair Ludlow asked the Clerk to read the consent agenda by title – he then asked for a motion.

MOTION:

Commissioner Smith: I move we approve the consent agenda.
Commissioner Schrader: Second.
~Board Discussion~
Clerk calls the poll.
Commissioner Schrader: Aye.
Commissioner Savas: Aye.
Commissioner Bernard: Aye.
Commissioner Smith: Aye.
Chair Ludlow: Aye – the motion passes 5-0.

A. Department of Transportation & Development

1. Approval of Cooperative/Planning Agreement No. 29830 with Oregon Department of Transportation, Metro, City of Portland, Washington County and Multnomah County for the Regional Over-Dimensional Truck Route Study
2. Approval of an Intergovernmental Agreement for TGM Grant Agreement No. 30687 with Oregon Department of Transportation to Develop the Villages at Mt Hood Pedestrian and Bikeway Implementation Plan

B. Elected Officials

1. Approval of Previous Business Meeting Minutes – *BCC*

V. DEVELOPMENT AGENCY

1. Resolution No. **2015-47** Declaring the Public Necessity and Purpose for Acquisition of Rights-of-Way, Easements and Fee Property – Group 1 for the Oty Street Realignment Project and Authorizing Negotiations and Eminent Domain Actions
2. Resolution No. **2015-48** Declaring the Public Necessity and Purpose for Acquisition of Rights-of-Way and Easements for the Boyer Drive Extension Project and Authorizing Negotiations and Eminent Domain Actions

VI. COUNTY ADMINISTRATOR UPDATE

<http://www.clackamas.us/bcc/business.html>

VII. COMMISSIONERS COMMUNICATION

<http://www.clackamas.us/bcc/business.html>

MEETING ADJOURNED – 7:23 PM



June 18, 2015

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Resolution Delegating Signature Authority to the Library Service District Administrator Entering into Two Agreements Relating to the Transfer of Library Assets and Employees to the City of Happy Valley

Purpose/Outcome	Approval of a resolution Delegating Signature Authority to the Library Service District Administrator Entering into Two Agreements Relating to the Transfer of Library Assets and Employees to the City of Happy Valley
Dollar Amount and fiscal Impact	A one-time Capital Contribution in the amount of Two Million and No/100 Dollars (\$2,000,000.00).
Funding Source	Library Service District Fund
Safety Impact	N/A
Duration	June 30, 2015 and annually thereafter
Previous Board Action/Review	Original IGA Adopted July 1, 2009
Contact Person	Gary Barth, BCS Director 503.742.4299
Contract No.	N/A

BACKGROUND:

Staff at both the City of Happy Valley and Clackamas County have worked together collaboratively to structure Intergovernmental Agreement's concerning the Transfer of Sunnyside Library to the City of Happy Valley. The attached documents outline the agreements reached and memorialize the obligations of both the City and The County for this transfer effective July 1, 2015.

Clackamas County DES, County Counsel, BCS admin and Library staff have participated in the review and structure of these Agreements in compliance with all ORS guidelines prescribing action in such transfers, while also ensuring that the Sunnyside and Oak Grove Library needs are addressed and dealing thoughtfully and sensitively with affected library staff. We believe the plan, as memorialized in the IGA's, successfully addresses all these issues.

RECOMMENDATION:

Staff respectfully recommends adoption of the attached resolution providing signature authority to the Library District Administrator to execute the agreement with City Manager Tuck.

Sincerely,

Gary Barth, MBA
BCS Director

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF CLACKAMAS COUNTY, STATE OF OREGON**

In the Matter of authorizing
Entering into two agreements
Relating to transfer of library
Assets and employees to the
City of Happy Valley and
Delegating signing authority

} Resolution No. _____
}
}

WHEREAS, the Board of County Commissioners on behalf of Clackamas County (“County”) previously directed staff to work on transferring the Sunnyside Library assets and operations to the City of Happy Valley (“City”); and

WHEREAS, significant negotiations have taken place and the parties are very near to an agreement with the City agreeing to assume the responsibilities of a Library City with respect to an agreement with the Library District of Clackamas County (“District”) and a transfer agreement with the County for assumption and operation of the Sunnyside Library substantially in the form of agreements attached hereto as Exhibit A and Exhibit B, respectively; and

WHEREAS, the Board desires to ensure the optimal language to provide a smooth transfer for County employees who are transferring to the City in support of these agreements; and

WHEREAS, the parties are working cooperatively to meet that goal and desire to ensure that transition will take place on or before July 1, 2015;

NOW THEREFORE, BE IT RESOLVED by the Board of Clackamas County as the governing body of the Library District of Clackamas County that it desires to enter into the agreement substantially in the form attached hereto as Exhibit A, and hereby delegates authority to the District Administrator to execute said agreement on the Board’s behalf at such time as it is to his satisfaction; and

AND IT IS FURTHER RESOLVED by the Board of Clackamas County as the governing body of Clackamas County that it desires to enter into the agreement substantially in the form attached hereto as Exhibit B, and hereby delegates authority to the County Administrator to execute said agreement on the Board’s behalf at such time as it is to his satisfaction.

DATED this June 18, 2015.

BOARD OF COUNTY COMMISSIONERS
AS THE GOVERNING BODY OF THE LIBRARY
DISTRICT OF CLACKAMAS COUNTY

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF CLACKAMAS COUNTY, STATE OF OREGON**

In the Matter of authorizing
Entering into two agreements
Relating to transfer of library
Assets and employees to the
City of Happy Valley and
Delegating signing authority

} Resolution No. _____
}

Chair

Recording Secretary

BOARD OF COUNTY COMMISSIONERS
ON BEHALF OF CLACKAMAS COUNTY

Chair

Recording Secretary



Mayor and City Council
16000 SE Misty Drive
Happy Valley, OR 97086

Meeting: 06/02/15 07:00 PM
Department: Administration
Category: Agreement
Prepared By: Marylee Walden
Department Head: Jason Tuck
DOC ID: 1096

RESOLUTION (ID # 1096)

A Resolution Authorizing the City Manager to Sign an Intergovernmental Agreement's With Clackamas County for Library Services

Explanation

Staff at both the City of Happy Valley and Clackamas County have worked together collaboratively to structure the following Intergovernmental Agreement's concerning the Transfer of Sunnyside Library to the City of Happy Valley. The attached documents outline the agreements reached and memorialize the obligations of both the City and The County for this transfer effective July 1, 2015.

Special Issues

Financial Impact

The financial impact of Library Services has been set out in the 2015-16 Budget Documents which has been approved by the Budget Committee and will be presented to Council for adoption on June 16, 2015.

Recommendation

Approval of Resolution 15-10 to Authorize the City Manager to sign the Intergovernmental Agreement's

ATTACHMENTS:

- IGA Resolution 15-10 revised (DOC)
- Happy Valley-County Library Transfer IGA (00444487-3xB8084) (PDF)
- Library IGA - Assumption Agreement (00444714-3xB8084) (DOC)

CITY OF HAPPY VALLEY, OREGON
RESOLUTION 15-10

A RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN AN INTERGOVERNMENTAL
AGREEMENT BETWEEN CLACKAMAS COUNTY AND THE CITY OF HAPPY VALLEY
CONCERNING LIBRARY SERVICES

WHEREAS, Happy Valley and Clackamas County have worked together collaboratively to form an agreement for the transfer of the Sunnyside Library to the City of Happy Valley; and

WHEREAS, the terms and conditions for this Cooperative Agreement have been set out in the attached Cooperative Intergovernmental Agreement Between Clackamas County and the City of Happy Valley,

WHEREAS, this agreement memorializes the one-time capital contribution of Clackamas County in the amount of Two Million and No/100 Dollars (\$2,000,000.00) towards library services for the Happy Valley and Damascus area including unincorporated areas identified; and,

WHEREAS, the Clackamas County continues to be responsible for the operation and service level of the Library Network to support the provision of services; and,

WHEREAS, the City shall receive title for all Real and Personal Property located at 13693 SE Sieben Parkway, Happy Valley, OR; and,

WHEREAS, the City shall assume operation and control of the Sunnyside Library including its employees, and account balances effective July 1, 2015.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Happy Valley, Oregon:

- 1) The City Manager is delegated to sign an Intergovernmental Agreement with Clackamas County for Library Services.
- 2) The Intergovernmental Agreement being signed is substantially akin to the version attached as Exhibit A and as approved by the City Attorney.
- 3) This resolution is effective immediately upon passage by the City Council.

PASSED by the City Council on this 2nd day of June, 2015.

APPROVED by the Mayor on this 2nd day of June, 2015.

Lori DeRemer
Mayor

Attest:

Marylee Walden
City Recorder

ASSUMPTION AGREEMENT AND NOTICE
REGARDING THE
COOPERATIVE INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE LIBRARY DISTRICT OF CLACKAMAS COUNTY,
AND
HAPPY VALLEY

This Assumption Agreement and Notice (this "Notice") is entered into this ____ day of _____, 2015, by and between the Library District of Clackamas County (the "District") a county service district formed under ORS Chapter 451, and the City of Happy Valley, a municipal corporation ("Happy Valley").

WHEREAS, the District and certain other Clackamas County cities entered into that certain intergovernmental agreement regarding the distribution of funds from the District to the Library Cities (as defined therein) in support of the provision of library services to the residents of the District dated July 1, 2009 (the "Agreement"); and

WHEREAS, the Agreement has been amended twice, with the second amendment (the "Second Amendment") allowing for the annexation of the City of Damascus and dealing with the anticipated transition of the Sunnyside Library from Clackamas County ("County") to Happy Valley; and

WHEREAS, Happy Valley has expressed its' willingness to assume operational responsibility for the Sunnyside Library, which serves Happy Valley, the City of Damascus, and portions of unincorporated Clackamas County east of I-205; and

WHEREAS, the County is willing to transfer the operations and physical assets relating to the Sunnyside Library to Happy Valley as anticipated in the Second Amendment and the parties anticipate entering into a separate agreement regarding said transition; and

WHEREAS, a necessary condition for Happy Valley's ability to assume operations of the Sunnyside Library is assuming the role of a Library City pursuant to the Agreement;

NOW, THEREFORE, the District and Happy Valley each agree to the following:

Section 1 Assumption

- 1.1 Happy Valley Assumption. The District and Happy Valley agree that as of July 1, 2015, and as authorized and anticipated in the Second Amendment, Happy Valley shall be considered a Library City with all rights and responsibilities thereof as set forth in the Agreement.
- 1.2 Distribution. On and after July 1, 2015, Happy Valley shall receive the distribution from District revenue currently allocated for the Sunnyside Library (Happy Valley (Town Center)) service area, and as indicated in the Second

Amendment and Section 1.6 of the Agreement, the Service Population Map and Distribution Formulas as previously agreed to be effective upon assumption of operation by City are hereby implemented to reflect the same.

Section 2 Ratification

- 2.1 No Changes. The District and Happy Valley ratify the Agreement and affirm that no changes are made hereby.
- 2.2 Notice and Publication. The parties hereto agree that a copy of this Assumption Agreement and Notice shall be provided to each Library City and the District Advisory Board. Happy Valley shall designate a representative to participate in the District Advisory Board as required by the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers or representatives as of the day and year first above written.

CLACKAMAS COUNTY BOARD OF COMMISSIONERS, AS THE GOVERNING BODY OF THE	
LIBRARY DISTRICT OF CLACKAMAS COUNTY	
By: _____	
Title: <u>Chair</u>	
ATTEST: _____	

THE CITY OF HAPPY VALLEY	
By: _____	
Title: _____	
ATTEST: _____	

COOPERATIVE INTERGOVERNMENTAL AGREEMENT
BETWEEN
CLACKAMAS COUNTY
AND
THE CITY OF HAPPY VALLEY

THIS COOPERATIVE INTERGOVERNMENTAL AGREEMENT (this “Agreement”), is entered into this ___ day of _____, 2015, by and between the Clackamas County (the “County”) a political subdivision of the State of Oregon, and the City of Happy Valley, a municipal corporation (the “City”).

WHEREAS, the County has formed the Library District of Clackamas County (the “District”), a county service district dedicated to supporting the provision of library services within its boundaries; and

WHEREAS, as part of the preparatory process for the formation of the District, the Board of County Commissioners proposed a one-time contribution from the County general fund to each city providing library services in the District for the sole purpose of capital improvements to the libraries therein (the “Capital Contribution”); and

WHEREAS, the City and other cities within the District have entered into a separate intergovernmental agreement dated July 1, 2009 with the District for the distribution of District funds for the purposes of operating, maintaining and enhancing services at the libraries within the District as amended from time to time (the “District IGA”); and

WHEREAS, the County is entering into similar intergovernmental agreements with city library service providers (“Library Cities”) for their respective Capital Contributions; and

WHEREAS, The County has provided a one-time capital contribution of Two Million and No/100 Dollars (\$2,000,000.00) towards library services for the Happy Valley/Damascus area including unincorporated areas identified in Attachment B to the District IGA area and invested said funds in the construction of the Sunnyside Library (the “Capital Contribution”); and

~~WHEREAS, the City is authorized under ORS 357.410 to maintain a public library;~~
and

WHEREAS, the parties desire to enter into this Agreement to acknowledge the Capital Contribution by the County, articulate continuing obligations, and state the terms and conditions of the transfer of the Sunnyside Library to the City of Happy Valley;

NOW, THEREFORE, the County and City each covenant and agree to the following:

Section 1 Obligations of the County

- 1.1 Library Network. The County currently funds and operates the Library Network of Clackamas County (the “Network”) to support the provision of services by the libraries in Clackamas County. The County shall fund the Network to provide the following services to Sunnyside Library at an overall service level at least equal to that being provided by Network in fiscal year 2008/2009:
- 1.1.1 Automated library system and related telecommunications and technical support;
 - 1.1.2 Courier services;
 - 1.1.3 Administration;
 - 1.1.4 Database management services including creating/acquiring MARC format bibliographic records;
 - 1.1.5 Inter-library loan services;
 - 1.1.6 Inter and intra-regional cooperative library planning;
 - 1.1.7 Shared online databases for public use; and
 - 1.1.8 Internet Service Provider for member libraries.

The County shall not be financially or otherwise responsible for the provision of new services requested or added to Network solely at the request of the City; however, if new services are added by the County to the Network for all County libraries, the County agrees to provide those services to Sunnyside Library at no additional cost. To the extent the City or Library Cities generally request new or additional services, such requesting provider(s) will be billed back on separate contracts initiated as services are added. Such agreements shall not modify or restrict the covenants and agreements of the parties hereto.

Section 2 Obligations of the City

- 2.1 Capital Fund Disbursement. The City acknowledges the Capital Contribution as fulfilling the commitment made by the County as part of the formation of the Library District of Clackamas County.

Section 3 Term and Termination

- 3.1 Term. This Agreement shall commence on July 1, 2015 and automatically renew annually thereafter, unless otherwise terminated as set forth herein.
- 3.2 Termination. This Agreement shall terminate upon the agreement of both parties, or upon one hundred eighty (180) days prior written notice from one party to the other.
- 3.3 Amendment. This Agreement may be amended at any time upon the agreement of both parties.

Section 4 General Provisions

- 4.1 Indemnification. Each party shall release, defend, indemnify and/or hold harmless the other, its officers, commissioners, councilors, elected officials, employees, and agents, from and against all damages, claims, injuries, costs, or judgments that may in any manner arise as a result of the party's performance under this contract, subject to Oregon Tort claims limitations.
- 4.2 Governing Law. This Agreement shall be construed and governed in all respects in accordance with laws of the State of Oregon, without giving effect to the conflict of law provisions thereof.
- 4.3 Savings. Should any portion of this Agreement or amendment there to be adjudged by a Court of appropriate final jurisdiction to be in violation of any local, state or federal law, then such portion or portions shall become null and void, and the balance of the Agreement shall remain in effect. Both parties shall immediately renegotiate any part of this Agreement found to be in such violation by the Court and to bring it into compliance with said laws.
- 4.4 Reasonable Attorney's Fees. In the event any action is brought to enforce, modify or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorneys fees and costs incurred in connection with such action or on appeal or review; said amount to be set by the court before which the matter is heard.
- 4.5 Notices. Formal notices, demands and communications between the Parties shall be deemed given three (3) business days after being sent by registered or certified mail, postage prepaid, return receipt requested to the principal offices of the Agency and the City as designated herein. Such written notices, demands and communication may be sent in the same manner to such other addresses and to such other persons and entities as either party may from time to time designate by mail as provided in this section. Notices shall be sent to the addresses shown below and to the attention of the person indicated.

The principal offices and mailing address of the Parties are:

Clackamas County
Attn: County Administrator
2051 Kaen Road
Oregon City, Oregon 97045

City of Happy Valley
Attn: City Manager

16000 SE Misty Dr.
Happy Valley, OR 97086

- 4.6 No Personal Liability. No member, official, agent, or employee of the County or any City shall be personally liable to the other or any successor-in-interest thereto in the event of any default or breach by such entity.
- 4.7 No Agency. Neither anything in this Agreement nor any acts of the parties hereto shall be deemed or construed by the parties hereto, or any of them, or by any third person, to create the relationship of principal and agent, or of partnership, or of joint venture, or of any association between any of the parties to this Agreement. No party or its employees is entitled to participate in a pension plan, insurance, bonus, or similar benefits provided by any other party.
- 4.8 Entire Agreement. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the parties or the predecessors in interest with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Agreement must be in writing by the appropriate authorities of the party granting such waiver.
- 4.9 Further Action. The parties hereto shall, without additional consideration, acknowledge, execute, and deliver from time to time such further instruments as a requesting party may reasonably require to accomplish the purposes of this Agreement.
- 4.10 Non-Waiver of Rights. The failure of a party to insist on the strict performance of any provision of this Agreement or to exercise any right, power or remedy upon a breach of any provision of this Agreement shall not constitute a waiver of any provision of this Agreement or limit the party's right thereafter to enforce any provision or exercise any right.
- 4.11 Time is of the Essence. A material consideration of the parties entering into this Agreement is that the parties will perform all obligations under this Agreement in a timely manner. Time is of the essence as to each and every provision of this Agreement.
- 4.12 Restricted Assignment. No party hereto may assign its rights, responsibilities or obligations hereunder to another party, by operation of law or otherwise, without (i) seeking and receiving an amendment of this Agreement and (ii) having said party join this Agreement on the terms, conditions and covenants herewith.
- 4.13 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and such counterparts shall constitute one and the same instrument.

- 4.14 Library Authority. Clackamas County operates public libraries pursuant to a board order creating public libraries for all Clackamas County residents dated July 9, 1938, as amended and updated pursuant to Board Order 85-1221 dated October 31, 1985. The Library Cities operate or in future plan to operate public libraries under state law within their boundaries. Under the District IGA, the Library Cities have agreed to provide public library services in unincorporated areas of the County as well as within City boundaries. Clackamas County nonexclusively delegates the authority to operate public libraries for the benefit of incorporated and unincorporated residents of Clackamas County to the City.

Section 5 **Transition of Sunnyside Library**

- 5.1 Capital Asset Transfer. The County shall assign, transfer, and otherwise convey to the City all its rights, title, and ownership in the land and building located at 13793 SE Sieben Park Way as more particularly described on Exhibit A attached hereto (the "Property") in the form of a bargain and sale deed. The transfer of the Property shall constitute full and complete fulfillment of all the County's obligations with respect to its Capital Contribution to the City. The County will be responsible for all associated recording fees which will be paid through the Fund (as defined in Section 5.7 below).
- 5.2 Transfer of Operations. The Parties hereto acknowledge that County currently operates the Sunnyside Public Library located on the Property (the "Sunnyside Library") for the benefit of unincorporated residents in the Happy Valley and Damascus Service Area as defined in the District IGA. The City shall assume operation and control of the Sunnyside Library to serve its current service population as of July 1, 2015 as set forth in the District IGA. The City as a Library City under the District IGA shall strive to operate the Sunnyside Library in accordance with the Service Standards as defined in the District IGA, including but not limited to maintaining hours of operation of at least 34 hours per week.
- 5.3 Library Board. The City agrees to create a Library Board of Trustees, advisory committee or similar body (a "Library Board"). The Board will include at least one person to represent the unincorporated and one person to represent the Damascus area. The City shall create and appoint the Library Board as soon as reasonably practicable after July 1, 2015. The County agrees that any current County library board with jurisdiction over the Sunnyside Library will take appropriate action to ensure it no longer controls or advises with respect to the Sunnyside Library effective upon creation of the Board.
- 5.4 Transfer of Assets. In consideration of the City's agreement to assume operation of the Sunnyside Library, the County shall transfer and/or assign, as appropriate, to the City as of July 1, 2015, all assets directly pertaining to the Sunnyside Library, including but not limited to:

- 5.4.1 its collection of books, CDs, DVDs, audio books, periodicals and any other item marked as owned by the Sunnyside Library in the Dynix computer system as of June 30, 2015;
- 5.4.2 all furnishings contained in the Sunnyside Library, such as bookshelves, tables, chairs, desks, storage units, containers, and any other item located at the Sunnyside Library used in the operation thereof;
- 5.4.3 all County-owned equipment such as PCs, thin clients, dumb terminals, printers, fax machines, telephones, answering machines, or lasers located in the Sunnyside Library as of June 30, 2015;
- 5.4.4 all miscellaneous office and other supplies, including but not limited to paper, ink ribbons, pens, staples, tapes, rubber bands, first aids kits, and other supplies located at the Sunnyside Library as of June 30, 2015;
- 5.4.5 any copy machines as may be owned or, if leased, as assigned pursuant to the applicable leasing agreement; and
- 5.4.6 assignment of the lease between the County and North Clackamas Parks and Recreation District ("NCPRD") for joint use of the parking lot owned by NCPRD and adjacent to the Sunnyside Library location.

The County remains solely responsible for all liabilities accrued or owed on or for any of the foregoing as of June 30, 2015.

- 5.5 Transfer of Contracts. Effective July 1, 2015, the County shall assign, transfer, or otherwise convey to the City all contracts, agreements, and other arrangements regarding the Sunnyside Public Library, including but not limited to all cleaning service contracts, HVAC maintenance contract currently scheduled to expire on June 30, 2015, and any post office box rental. Further, the County and the City shall arrange for all utility bills such as phone, water, electricity, garbage service, recycling, sewer and others to be transferred into the name of the City as of July 1, 2015. The County shall remain solely liable for all amounts owed on the foregoing for services through June 30, 2015. This transfer does not include a transfer of any collective bargaining agreements that the County has entered into with respect to any Sunnyside Library employees.
- 5.6 Security Transfers. The County shall collect access keys for the Sunnyside Library and deliver them to the City at close of business on June 30, 2015. The Parties acknowledge and agree that the keys for the book drop at the Sunnyside Public Library allow access to all book drops operated by the County, and therefore new book drop locks will be required after June 30, 2015.
- 5.7 Account Balance Transfer. The County shall transfer to the City on July 1, 2015 an amount equal to approximately seven (7) months of estimated operating expenses for the 2015-16 fiscal year from the balance of the account designated

for the Sunnyside Library (the "Fund"). The County may use any retained amounts in that Fund to pay all outstanding bills and transition costs associated with the Sunnyside Library, including payments to and for transferring employees, recording fees and other expenses relating to the implementation of this Agreement, audit expenses, and final reconciliation transfers. After, payment of all costs and expenses relating to the Sunnyside Library for FY14-15 are paid, and upon issuance of County's audited financials that include the Fund, the County shall complete a reconciliation of expenditures for the fiscal year 2014-15 and all expenses relating to this Agreement into a report for the City, and after the City agrees to such report, convey any remaining balance in the Fund, including interest, to the City. Such transfer shall take place after the reconciliation is completed, delivered to and accepted by the City. The report will be delivered as soon as reasonably possible but in no event later than 30 days after the completion of the County's FY14-15 audit. Any distributions that may be received from the Library District of Clackamas County on or after July 1, 2015 shall be conveyed to the City as part of the transfer and reconciliation described above.

- 5.8 Transfer of Employees. The County's employees of the Sunnyside Library as of June 30, 2015 ("Transferring Employees") shall be transferred to the employ of the City pursuant to ORS 236.605-640 on July 1, 2015, including but not limited to those individuals listed on Exhibit B attached hereto. City agrees to maintain the Transferring Employees' salary or hourly wage rate as of the Date of Transfer, including longevity, shift differential and bilingual pay already being received, for a period of twelve (12) months immediately following the Date of Transfer, as long as the Transferring Employee remains employed by City. The parties acknowledge that the City has an obligation to pay any employer-contributed deferred compensation due to transferring employees for a period of one year. However, the City's employment ordinances and payroll system does not currently allow for employer deferred compensation contributions and for ease of administration, the parties have agreed that any Transferring Employee entitled to employer-paid deferred compensation shall receive such contribution as a one-time payment into the Transferring Employee's deferred compensation account on June 30, 2015 up to the legally allowed maximum contribution. To the extent there is any remainder that otherwise would be contributed but for the accelerated timing of the contribution, then such amounts will be paid as non-deferred compensation at that time and all parties agree the obligation for payment will have been met.

- 5.8.1 After the first twelve (12) months of employment with City following the Date of Transfer have passed, City agrees to place the Transferring Employee who remains employed by the City at the closest salary or hourly wage for the position, as designated under City's then current salary schedule.

- 5.8.2 At the option of the Transferring Employee, which must be made on or before June 11, 2015 ("Election Date"), the Transferring Employee may elect to transfer any accrued and unused sick leave and may retain accrued vacation leave up to a maximum of two hundred (200) hours. Between the Election Date above and the Date of Transfer, any vacation leave hours or sick leave hours used by a Transferring Employee will result in a reduction of the transferred balance by an equivalent number of hours. During that period between the Election Date and the Date of Transfer, an employee will not be permitted to exceed the number of accrued and unused vacation leave hours and/or accrued and unused sick leave hours; in such a circumstance, the employee will be in a leave without pay status for any vacation leave hours and/or sick leave hours that go beyond the accrued amount. The County also acknowledges that the City does not participate in the Public Employee Retirement System (PERS) Sick Time Reporting Program (Program); as such the County will be responsible for any payments due the Transferring Employees pursuant to the County's participation in the Program. It will be the County's responsibility to reconcile these amounts with PERS. The obligations in this Section 5.8.2 shall survive any termination of this Agreement.
- 5.8.3 On the Date of Transfer, the County will liquidate and pay out to the Transferring Employee any accrued and unused compensatory time that the Transferring Employee has elected for payout, consistent with any applicable statute and/or applicable collective bargaining agreement.
- 5.8.4 The County and City acknowledge and agree that the Fund balance transfer described in Section 5.7 above (the "Fund Transfer") includes monies reserved and accrued against employee compensatory or vacation time, and that such transfer is full and complete payment for any additional obligation the City may incur in accepting the transfer of vacation, sick or other accrued benefit obligations of Transferring Employees except as set forth under Section 5.8.2 whereby the County is responsible for any payments due as a result of the County's participation in the Program.
- 5.8.5 City has requested and received a waiver of any waiting period for coverage of preexisting conditions under City's health insurance plan. The City and County acknowledge and agree that the Fund Transfer is full and sufficient consideration to City for any additional premium costs resulting from such waiver.
- 5.8.6 Within thirty (30) calendar days' after the Date of Transfer, the County will provide to City each Transferring Employees'

personnel file/employment records, as maintained by the County's Department of Employee Services.

- 5.8.7 The County participates in PERS. In accordance with ORS 236.620, any Transferring Employee may elect to continue under any retirement system in which the Transferring Employee was participating at the County before the transfer to City, for twelve (12) months; alternatively any Transferring Employee may elect to participate in the retirement system available to City employee, if the Transferring Employee meets the qualifications under the City retirement system. The Transferring Employee must make their chosen election in writing within thirty (30) days after the Date of Transfer. If the Transferring Employee elects to continue under the County's retirement system (in which the employee was participating prior to transfer), then the Transferring Employee shall retain all rights and be entitled to all benefits under that system; the Transferring Employee shall continue to make contributions to that system; and City shall make contributions on behalf of the Transferring Employee to that system as required of employers participating in that system, as if the transfer had not occurred. For those Transferring Employees electing to continue under the County's retirement system for twelve (12) months after the Date of Transfer, the contributions that City will make on behalf of the Transferring Employee do not include contributions to the deferred compensation program administered by the County.
- 5.8.8 City agrees to provide to Transferring Employees on the Date of Transfer, the benefits, hours, conditions, and privileges, as its other employees, including but not limited to a life insurance policy for \$15,000 and the opportunity to purchase higher coverage.
- 5.8.9 The parties agree that all PERS employer assets and liabilities based on PERS-covered service of the Transferring Employees from their date of hire with the County through June 30, 2015, shall be attributable to and the responsibility of the County, and all PERS employer assets and liabilities based on PERS-covered service of the Transferring Employees on and after July 1, 2015, shall be attributable to the City.

[Signature Page Follows]

DRAFT v3

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers or representatives as of the day and year first above written.

THE CITY OF HAPPY VALLEY	CLACKAMAS COUNTY
By: _____	By: _____
Title: _____	Title: Chair
ATTEST: _____	ATTEST: _____

DRAFT v3

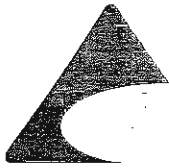
Exhibit A

[Property Description]

Exhibit B

Transferring Employees

Emp #	Last Name	First Name
9106	Arnold	Dana
24625	Bailey	Lianne
23434	Brown	Terra
23475	Bruce	Anna
22694	Buchholz	Lisa
25562	Cadwell	Dawn
2653	Croak	Terri
18493	Davis	Jennifer
18676	Dougherty	Tamara
22878	Fellows	Isaac
25148	Ferrara Rush	Jude
10480	Fowler	Evelyn
17662	Geiter	Eileen
4186	Grolbert	Doris
25473	Guenther	Walter
23848	Hanson	Christina
24623	Hill	Caitlin
23849	Hubbard	Pamela
6142	Jones	Douglas
24624	Ju	Chae
25564	Khemchan	Evangelina
25583	Lyle	David
18674	Lynn	Pamella
24603	Olson	Mitzi
25168	Orr	Renee
5462	Oviatt	Phyllis
24746	Perez	Rafael
22697	Raethke	Nicholas
20832	Richardson	Michelle
23708	Rucker	Anastasia
14477	Simpson	Kristine
25362	Skarich	Bojana
4408	Smith	Deborah
23428	Voiculescu	Cristina
22692	Walker	Michael
22438	Williams	John
10638	Wood	Charlene
21574	Woods	Dorothy
24626	Yu	Janet



CLACKAMAS
COUNTY

ELLEN CRAWFORD
DIRECTOR

JUVENILE DEPARTMENT

June 18, 2015

JUVENILE INTAKE AND ASSESSMENT CENTER
2121 KAEN ROAD | OREGON CITY, OR 97045

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of Amendment No. 1 to Intergovernmental Agreement Between Multnomah County and Clackamas County for Assessment and Evaluation Beds

Purpose/Outcomes	This Amendment continues the IGA between Multnomah and Clackamas County to purchase assessment and evaluation beds from Multnomah County.
Dollar Amount and Fiscal Impact	The maximum contract value is \$43,785
Funding Source	General Fund
Safety Impact	
Duration	Effective July 1, 2015 through June 30, 2016
Previous Board Action	Agenda E. 1. On September 11, 2014 approving the initial IGA
Contact Person	Ellen Crawford, Director – Juvenile Department – 503-655-8342 ext 3171
Contract No.	

BACKGROUND:

Attached is Amendment No. 1 to the Intergovernmental Agreement between Clackamas and Multnomah County for the purchase of beds for up to 7 youth in their Assessment and Evaluation Program.

RECOMMENDATION:

Staff recommends the Board approval of Amendment No. 1 to the Intergovernmental Agreement for the purchase of beds in Multnomah County's Assessment and Evaluation Program. This provides youth with mental health needs 45-90 days of secure shelter while receiving mental health evaluation and recommendations for services.

Respectfully submitted,

Ellen Crawford, Director
Juvenile Department

For more information on this issue or copies of attachments, please contact Crystal Wright at 503-655-8342 ext 7112.

MULTNOMAH COUNTY
INTERGOVERNMENTAL AGREEMENT AMENDMENT No. 1
(Amendment to change Contract provisions during contract term.)

Contract Number 2015001 Amendment 1

This is an amendment to Multnomah County's Contract referenced above effective July 1, 2015 between Multnomah County, Oregon, hereinafter referred to as MULTNOMAH and Clackamas County, Oregon, hereinafter referred to as County.

The parties agree:

- I. The following changes are made to Contract No. 2015001:

(Note: Wording with ~~strikethrough~~ is being deleted; wording in ***bold italics*** is being added.)

A. ARTICLE II – AGREEMENT PERIOD

The effective date of this Agreement is September 15, 2014, or upon final signature, whichever is later. The expiration date is ~~June 30, 2015~~ ***June 30, 2016***.

- II. All other terms and conditions of the contract shall remain the same.

MULTNOMAH COUNTY, OREGON:

CLACKAMAS COUNTY, OREGON:

County Chair or Designee:

*Deborah Kafoory / Jmz
Jesse H Taylor*

Signature: _____

Date:

6/4/15

Print Name:

John Ludlow, Chair

Dept Director or Designee:

Signature _____

Date:

Recording Secretary

REVIEWED:

Date _____

JENNY M. MADKOUR
COUNTY ATTORNEY FOR MULTNOMAH COUNTY

By
Assistant County Attorney

n/a

Approved as to form
by: _____

Date:

Date: _____



9
ELLEN CRAWFORD
DIRECTOR

JUVENILE DEPARTMENT

June 18, 2015

JUVENILE INTAKE AND ASSESSMENT CENTER
2121 KAEN ROAD | OREGON CITY, OR 97045

Board of County Commissioner
Clackamas County

Members of the Board:

Approval for Filing of Grant Application
Edward Bryne Memorial Justice Assistance Grant
2015 Local Solicitation

Purpose/Outcomes	The Clackamas County Juvenile Department (CCJD) is submitting a grant application for the Edward Bryne Memorial Justice Assistance Grant (JAG) Program 2015 Local Solicitation to continue to expand cognitive skills groups in all communities of this county and reduce transportation barriers and increase youth's ability to successfully complete juvenile jurisdiction requirements.
Dollar Amount and Fiscal Impact	\$24,237. There are no general funds required as a match.
Funding Source	Bureau of Justice – Edward Bryne Memorial Fund
Safety Impact	
Duration	October 1, 2014 through September 30, 2016
Previous Board Action	
Contact Person	Ellen Crawford, Director – Juvenile Department – 503-655-8342 ext 3171
Contract No.	

BACKGROUND:

A goal of CCJD is to involve youth offenders in opportunities to work on positive social skill development and build transferable work and life skills in their communities. The Skills Group Program provides group facilitation of cognitive and social skills development for the youth of Clackamas County and is dedicated to providing facilitated group learning opportunities which focus on expanding the competencies of the youth the Department serves. Skills Groups offered in schools and community organizations increases access to Skills Groups in all areas of the County. This grant will remove transportation barriers, provides preventative services for at-risk youth, connects youth with pro-social adults and their communities, and, as a result, reduces recidivism.

This grant application requires that the application be available for public review and comment for 30 days prior to awarding the funds.

RECOMMENDATION:

Staff requests that this application be available for public review and comments for 30 days. Staff recommends Board approval for filing this application and further recommends delegating authority to sign the application to the Juvenile Department Director.

Respectfully submitted,

A handwritten signature in cursive script that reads "Ellen Crawford".

Ellen Crawford, Director
Juvenile Department

For more information on this issue or copies of attachments, please contact Crystal Wright at 503-655-8342 ext 7112.

Application for Federal Assistance SF-424

* 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	* 2. Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision	* If Revision, select appropriate letter(s): <input type="text"/> * Other (Specify): <input type="text"/>
---	---	--

* 3. Date Received: 06/26/2015	4. Applicant Identifier: <input type="text"/>
--	---

5a. Federal Entity Identifier: <input type="text"/>	5b. Federal Award Identifier: <input type="text"/>
---	--

State Use Only:

6. Date Received by State: <input type="text"/>	7. State Application Identifier: <input type="text"/>
--	--

8. APPLICANT INFORMATION:

* a. Legal Name: Clackamas County, Oregon	
* b. Employer/Taxpayer Identification Number (EIN/TIN): 93-6002286	* c. Organizational DUNS: 0969926560000

d. Address:

* Street1: 2051 Kaen Road
Street2: <input type="text"/>
* City: Oregon City
County/Parish: <input type="text"/>
* State: OR: Oregon
Province: <input type="text"/>
* Country: USA: UNITED STATES
* Zip / Postal Code: 97045-4037

e. Organizational Unit:

Department Name: Juvenile Department	Division Name: <input type="text"/>
---	--

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: <input type="text"/>	* First Name: Crystal
Middle Name: <input type="text"/>	
* Last Name: Wright	
Suffix: <input type="text"/>	

Title: Administrative Services Manager

Organizational Affiliation: <input type="text"/>
--

* Telephone Number: 503-655-8342 ext 7112	Fax Number: 503-655-8446
--	---------------------------------

* Email: crystal@co.clackamas.or.us
--

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

US Department of Justice, 2015 Local Solicitation

11. Catalog of Federal Domestic Assistance Number:

16.738

CFDA Title:

Edward Byrne Memorial Justice Assistance Grant (JAG), Program: FY 2015 Local Solicitation

*** 12. Funding Opportunity Number:**

BJA-2015-4167

* Title:

BJA FY 15 Edward Byrne Memorial Justice Assistance Grant (JAG) Program Local Solicitation

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

*** 15. Descriptive Title of Applicant's Project:**

Enhancement of evidenced-based cognitive skills group facilitation & increase participation & completion rates of pro-social/protective factor activities by removing transportation barriers for youth

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant

* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

* a. Federal	<input type="text" value="24,237.00"/>
* b. Applicant	<input type="text" value="0.00"/>
* c. State	<input type="text" value="0.00"/>
* d. Local	<input type="text" value="0.00"/>
* e. Other	<input type="text" value="0.00"/>
* f. Program Income	<input type="text" value="0.00"/>
* g. TOTAL	<input type="text" value="24,237.00"/>

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

Yes No

If "Yes", provide explanation and attach

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:
Middle Name:
* Last Name:
Suffix:

* Title:

* Telephone Number: Fax Number:

* Email:

* Signature of Authorized Representative:

* Date Signed:

Attachment 2

Program Abstract

Applicant: Clackamas County Juvenile Department

Title of Project: Enhancement of Cognitive Behavioral Skills Intervention Services at the Community Based Prevention Site and transportation support to reduce barriers to successful completion of juvenile justice requirements.

Goals of Project:

- Provide coordinated service delivery to at risk youth.
- Reduce risk factors and increase protective factors by providing evidence based interventions.
- Intervention will include assessment, education and/or cognitive behavioral skills development of youth identified with two or more risk factors as identified by the Juvenile Crime Prevention Screening Tool.
- Address transportation barriers for youth that do not have access to public transportation or live in remote geographic areas of the county.
- Provide staff support to at-risk youth to explore participation in pro-social activities, to successfully complete treatment requirements that increase positive youth development.
- Reduce recidivism of those youth completing program services.

Description of Strategies:

Enhance evidence-based cognitive behavioral skill intervention curriculums provided at the Juvenile Department and within existing Community-School Based Prevention Sites in Clackamas County. Evidence-based curriculum options could include Aggression Replacement Training, Boys Council or Girls Circle. These services will be coordinated with local partners to create maximum community collaborations and develop long term relationships that create program sustainability. The site will be located in the youth's community and will be available for follow-up or additional services as necessary. The proposed service enhancement would provide evidence-based cognitive skill curriculums through hiring a .47 temporary staff. The second strategy as a part of this position would address the transportation barriers youth experience due to limited or no access to public transportation and/or live in remote portions of the county where it does not exist. By partnering with youth and families to meet transportation needs we expect to significantly increase attendance and participation in skill development classes, treatment, and pro-social activities. Services will target youth who are at risk for delinquency behavior or at risk to reoffend.

The top five project identifiers include: Community-based programs; Crime Prevention; Education; Peer Counseling; Prevention-Delinquency.

The proposed program is replicating a model used extensively in Clackamas County among public and private agencies who work with youth. Strong collaborations and networking currently exist increasing effective service implementation.

Attach 3

Bureau of Justice Assistance Justice Assistance Grant 2015

Program Narrative: Enhancement of evidenced-based cognitive skills groups to Community-School Prevention sites and at the Clackamas County Juvenile Department. Increase participation and completion rates of pro-social/protective factor activities by removing transportation barriers for youth.

The Clackamas County Juvenile Department (CCJD) is submitting a grant application for the Edward Bryne Memorial Justice Assistance Grant (JAG) Program 2015 Local Solicitation to continue to expand evidence-based (or promising practices) cognitive skills groups in all communities of this county and increase completion of developed pro-social/protective factor activities. This grant application will allow CCJD to continue the position of the part-time (16 hours per week) Skills Group Facilitator position that was funded by a Bureau of Justice Assistance (BJA) Justice Assistance Grant (JAG) received in 2011. In the 2011-12 three schools were offering skills groups within the school day, co-facilitated by school personnel. In 2013, 8 schools offered skills groups and 91 youth successfully completed. In 2014 there were 12 schools and one community setting in Clackamas County offering 27 skills groups for at minimum 175 youth. School teachers and counselors have been trained to co-facilitate these groups.

The Skills Group Program Coordinator has started conversations with targeted schools and plans to establish new groups in those schools with the continued support of a part-time facilitator on board. The model of providing Skills Groups in the schools is both sustainable and efficient. CCJD has hosted trainings where at least 23 school staff members have been trained and are now actively facilitating groups in their schools. There is also one volunteer who facilitates skills groups. Training school teachers, counselors, non-profit staff, and volunteers to run groups, uses a multi-agency approach to provide these needed services to many more youth than CCJD could provide given limited staff resources. In addition, providing skills groups in the schools provides a community-based option for youth in the CCJD system thus removing the need for transportation to CCJD for skills groups. Teachers and counselors have reported satisfaction in facilitating skills groups as it gives them an opportunity to establish relationships with youth in their schools, which results in longer term relationships with supportive adults. This resource also provides youth an intervention preventing them from escalating in to the juvenile justice system.

Cognitive skills groups facilitated with evidence-based programming (or promising practices) are a primary component of any intervention strategy when working with at-risk youth. This identified intervention provides an enhancement of services administered within middle and high schools, as well as community organizations. The grant would allow us to continue to expand cognitive behavioral skill groups to serve all areas of the County. In June, 2015, the National Association of Oregon Counties awarded the "Skills Groups in Schools" program a NACo Achievement Award. In addition the program received the honor of Best in Category.

A second strategy is to remove the barrier of transportation for youth with the goal of increasing successful completion of conditions of probation. Transportation is a major barrier for youth living around the County to participate in groups offered at CCJD. Clackamas County is the third

largest county in Oregon covering 1868.17 square miles. There are approximately 375,992 residents of Clackamas County (U.S. Census, 2010 estimates), 23.3% of which are under the age of 18. The county has large urban areas that provide good access to intervention services and large rural areas that are geographically disconnected with few or no service options. Currently, 25% of the juvenile justice population served by the department lives 20 to 50 miles from the Juvenile Department .

Providing transportation would increase a youth's ability to participate in pro-social activities, support a youth's treatment needs by coordinating transportation for individual and family counseling, increase attendance for individual or group treatment or extend critical services such as support groups to sustain a youths success. Many areas of the county have public transportation with minimal routes and schedules that create barriers to youth successfully completing their juvenile jurisdiction requirements. . In addition,youth will be encouraged to participate in pro-social, after school activities when families are not available to provide transportation. By addressing the transportation needs of youth it will decrease risk factors and create protective factors that will reduce the rate of recidivism in our county. This approach supports best practices in juvenile justice allowing a targeted case management approach to reduce risk and increase protective factors. The intention of the program and part-time position is to create a sustainable intervention strategy that schools and other community organizations can adopt to improve youth skills, improve behavior, and increase school attachment and attendance for youth at-risk of criminal behavior. Additionally, this will reduce the barriers youth and families face that currently prevent them from participating and benefiting from services.

Cognitive skills curriculum creates early identification and intervention by increasing protective factors and developing pro-social skills for identified at-risk youth. The Juvenile Crime Prevention Screening Tool (JCP) is used to select youth with two or more risk factors which identifies them at-risk of committing crimes. The JCP screening tool is a validated and reliable screening tool used in the State of Oregon by all County Juvenile Departments. The intervention includes the risk assessment, education and individual and/or group skill development for identified youth.

A summary of risk assessment data in 2014 demonstrated that 76.4%of youth were assessed as having behavioral issues as their primary risk factor; 67.6%of youth had negative peer and other relationships as their primary risk factor. The issues contributing to these risk factors include anti-social attitudes, poor problem solving, disruptive behavior at school and no participation in extracurricular activities. Cognitive skill group offerings directly impact these risk factors. The skills groups have shown to: improve academic success (measured by school attendance); improve problem-solving and coping skills; improve the value of having a supportive relationship with an adult; increase knowledge of how to avoid acting-out behaviors; decrease thinking barriers; and improve communication skills.

Performance measures for this grant will include: the number of youth receiving service; number of program participants who complete programming; the number of defined skills groups being offered; and the number of individuals trained to facilitate groups. Risk reduction will be measured by the JCP Assessment Tool and individual case management plans. The impact of these groups is measured by pre- and post-surveys. Program outcomes for successful completion of service will be measured by program or activity attendance. Outputs would be documented by the number of youth involved in

services and the number of successful completions of prevention/ program services and probation requirements.

DESCRIPTION OF THE SKILLS GROUP PROGRAM

A goal of CCJD is to involve youth offenders in opportunities to work on positive social skill development and build transferable work and life skills in their communities. The Skills Group Program provides group facilitation of cognitive and social skills development for the youth of Clackamas County and is dedicated to providing facilitated group learning opportunities which focus on expanding the competencies of the youth the Department serves. By having eight different curricula (several of which are evidence-based or promising practices), the Skills Group Program is able to direct youth into group learning scenarios which specifically target identified Risk and Protective factors. Skills Groups are committed to:

- using evidence-based (or promising practices) principles in all group settings;
- assisting youth in understanding the human impacts of their actions;
- providing youth with skills that will assist them in becoming contributing community members;
- providing opportunities for youth to meaningfully connect to their communities; and
- addressing Risk and Protective Factors in youth to minimize recidivism rates.

In the summer of 2010 the Skills Group Coordinator started exploring the possibility of partnering with schools in the rural areas of the county to provide skills groups to at-risk youth students, not only those already in the juvenile justice system but those at risk of dropping out of school, lacking school attachment, and/ or becoming involved with the justice system.

The Skills Group Program Coordinator and the part-time facilitator spent most of the 2010-2011 school year identifying possible schools and making connections in these schools. In the 2011-2012 school year they began targeting PreventNet sites at schools. (PreventNet was created to mirror an evidence-based ESSI model identified by OJDDP.) PreventNet is a coalition of social service agencies that are working together to create, enhance, and sustain a seamless system of care, advocacy and supports for the well-being of children, youth, and families in Clackamas County. By the 2011-2012 school year there were skills groups implemented in three middle schools. Now skills groups exist in 12 schools and one city library offering a total of 28 skills groups.

Maintaining the fidelity of the group curricula and processes from one group to another is a priority. Each school partner or agency must sign an Agreement (Memorandum of Understanding (MOU)) which outlines requirements that will maintain the fidelity of skills groups from one school to another.

Outlined in this Agreement are:

- An evaluation process for partners,
- The commitment of support from the CCJD and the commitment expected of the partner schools,
- Expectations of communications between partners and the CCJD,
- The required Skills Group Facilitator Training.

Each school is also provided with:

- Information about the Skills Group Program and the specific groups possible
- Curriculum for the group(s) to be offered
- The MOU
- A Group Facilitator Reminder List

- Fidelity Checklists for each specific group offered
- The Pre- and Post-Survey tools
- An Attendance tool
- Partnering agency feedback form

Relevant Skills Group Curricula

Aggression Replacement Training (ART): Aggression Replacement Training is an evidenced-based curriculum designed to provide youth with skills on what to do in anger producing situations, while making the escalation of anger a less frequent occurrence. In ART, youth will practice specific skills, discuss moral reasoning scenarios and respond by recognizing their physical and emotional reactions in conflict situations.

The following Risk Domains and Protective Factors are addressed in the ART curriculum and logic model:

Risk Domains & Factors

Behavior

Expected outcomes: 1. Youth will report an increase in competency in the use of ART social skills techniques and report value in the skills they learned, 2. Youth's knowledge on how to avoid acting-out behavior will increase, 3. 70% of participating youth who complete the skills group will not receive a second charge involving aggressive behavior.

Girls Circle & Boys Council: Girls Circle strives to encourage girls to hold on to their voices and stay true to themselves. It enhances judgment and critical thinking skills for wise and healthy choices and counters trends towards self-doubt while improving self-esteem. The mission of the Boys Council is to offer adolescent young men a solid pathway toward healthy identity development, recognizing their strengths and capacities, challenging stereotypes, questioning unsafe attitudes and encouraging solidarity through personal and collective responsibility.

The following Risk Domains and Protective Factors are addressed in the Girls Circle and Boys Council curricula and logic models:

Risk Domains & Factors

Attitudes, Values & Beliefs

Behavior

Protective Factors

- Significant school attachment.
- Has friends who are academic achievers.
- There is an adult in youth's life (other than parent) she/he can talk to.
- Involved in constructive extracurricular activities (sports, clubs, music, theater, arts, etc.).

Expected outcomes: 1. Youth empathy awareness will be enhanced, 2. Youth optimism about the future will increase, 3. Youth recognize the value of a relationship with a pro-social peer, 4. Youth problem-solving and coping skills will improve, 5. Youth will be, or desire to be, positively associated with a community organization, and 6. The value of a supportive relationship with an adult will increase.

Individual and Community Empathy (ICE): The mission of ICE is to provide youth with an opportunity to build empathy and community awareness in a positive way, while taking responsibility for their behaviors and looking at their effect on our community. ICE is designed to help youth develop competencies that will enable them to be more successful community members.

The following Risk Domains and Protective Factors are addressed in the ICE curriculum and logic model:

Risk Domains & Factors

Attitudes, Values and Beliefs

Protective Factors

- There is an adult in youth's life (other than parent) she/he can talk to.
- Involved in constructive extracurricular activities (sports, clubs, music, theater, arts, etc.).

Expected outcomes: 1. Youth empathy awareness will be enhanced, 2. Youth optimism about the future will increase, 3. Youth will be, or desire to be, positively associated with a community organization, and 4. The value of a supportive relationship with an adult will increase.

TruThought: *Charting a New Course*: TruThought addresses numerous thinking barriers and tactics which interfere with the decision making process. Allowing youth to practice identifying these barriers and identify ways to intervene prior to trouble will contribute to more successful outcomes.

The following Risk Domains and Protective Factors are addressed in the TruThought curriculum and logic model:

Risk Domains & Factors

Attitudes, Values and Beliefs

Behavior

School

Protective Factors

- There is an adult in youth's life (other than parent) she/he can talk to.
- Communicates effectively with family members (both verbal and nonverbal shared communication with healthy relationship boundaries).

Expected outcomes: 1. A decrease in thinking barrier patterns, 2. Youth empathy awareness will be enhanced, 3. Youth optimism about the future will increase, 4. Youth problem-solving and coping skills will improve, 5. Youth communication skills will improve.

Life Skills/Independent Living Program (ILP): The Life Skills Program is designed to encourage youth to understand and access the resources and information Clackamas County has to offer. The goal of this program is to equip youth with the basic knowledge they will need to successfully live on their own, plan for their future, and make a positive contribution to the community.

The following Risk Domains and Protective Factors are addressed in the Life Skills curriculum and logic model:

Risk Domains & Factors

Attitudes, Values and Beliefs

Expected outcomes: 1. Youth empathy awareness will be enhanced, 2. Youth optimism about the future will increase; 3. Youth will endorse pro-social attitudes, values and beliefs, 4. Youth accept responsibility for their behavior.

PROBLEM/NEED FOR THE PROGRAM

Youth who have become (or are at risk of becoming) involved in the juvenile justice system face significant barriers to obtaining positive life skills, education, and employment. These youth have more and greater risk factors (such as school dropout, using alcohol and drugs, lack of connections with positive peers and community members, and experiencing significant family conflict) than the general youth population... increasing skills improves classroom behavior and school attachment, and reduces the likelihood of involvement in the juvenile justice system.

CCJD strives to keep communities safe through restorative services for youth offenders, victims, and communities. The Department targets interventions in order to hold youth meaningfully accountable and teach them new skills, while at the same time addressing the harm done to victims and community.

Central to our continued success is our engagement with community partners. CCJD collaborates with community partners to assist in positive youth development and strengthening families. These partnerships empower communities to have a role in holding their youth accountable, expand the opportunities for at-risk youth to feel connected with their local communities, while also giving youth positive life and social skills. Youth also participate in meaningful service-learning work projects while earning stipends, or volunteer hours to repay victims and communities.

Skills Groups offered in schools and community organizations increases access to Skills Groups in all areas of the County. The program removes transportation barriers, provides preventative services for at-risk youth, connects youth with pro-social adults and their communities, and, as a result, reduces recidivism.

A. Personnel – List each position by title and name of employee, if available. Show the annual salary rate and the percentage of time to be devoted to the project. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization. Include a description of the responsibilities and duties of each position in relationship to fulfilling the project goals and objectives. (Note: Use whole numbers as the percentage of time, an example is 75.50% should be shown as 75.50) [To View an Example, Click Here](#)

PERSONNEL (FEDERAL)

Name	Position	Computation				Cost
		Salary	Basis	Percentage of Time	Length of Time	
Vacant	Human Services Assistant	\$1,325.23	Year	100.00	12	\$15,903
FEDERAL TOTAL						\$15,903

PERSONNEL NARRATIVE (FEDERAL)

The person hired for this position will facilitate evidenced based cognitive skill group skills classes in Clackamas County as described in the program narrative.

PERSONNEL (NON-FEDERAL)

Name	Position	Computation				Cost
		Salary	Basis	Percentage of Time	Length of Time	
			Year			\$0
NON-FEDERAL TOTAL						\$0

PERSONNEL NARRATIVE (NON-FEDERAL)

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TOTAL PERSONNEL	\$15,903
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B. Fringe Benefits – Fringe benefits should be based on actual known costs or an approved negotiated rate by a Federal agency. If not based on an approved negotiated rate, list the composition of the fringe benefit package. Fringe benefits are for the personnel listed in budget category (A) and only for the percentage of time devoted to the project. Fringe benefits on overtime hours are limited to FICA, Workman's Compensation and Unemployment Compensation. (Note: Use decimal numbers for the fringe benefit rates, an example is 7.65% should be shown as .0765) [To View an Example, Click Here](#)

FRINGE BENEFITS (FEDERAL)

Description	Computation		Cost
	Base	Rate	
Fringe benefits (see below)	\$15,903.00	0.2574	\$4,093
FEDERAL TOTAL			\$4,093

FRINGE BENEFITS NARRATIVE (FEDERAL)

OPSRP - ER - 11.37%
 OPSRP - EE - 6%
 FICA (SS) - 6.20 %
 FICA (Med) - 1.45%
 Tri-Met - .72%

FRINGE BENEFITS (NON-FEDERAL)

Description	Computation		Cost
	Base	Rate	
			\$0
NON-FEDERAL TOTAL			\$0

FRINGE BENEFITS NARRATIVE (NON-FEDERAL)

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TOTAL FRINGE BENEFITS	\$4,093
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C. **Travel** – Itemize travel expenses of staff personnel by purpose (e.g., staff to training, field interviews, advisory group meeting, etc.). Describe the purpose of each travel expenditure in reference to the project objectives. Show the basis of computation (e.g., six people to 3-day training at \$X airfare, \$X lodging, \$X subsistence). In training projects, travel and meals for trainees should be listed separately. Show the number of trainees and the unit costs involved. Identify the location of travel, if known; or if unknown, indicate “location to be determined.” Indicate source of Travel Policies applied Applicant or Federal Travel Regulations. Note: Travel expenses for consultants should be included in the “Contractual/Consultant” category. [To View an Example, Click Here](#)

TRAVEL (FEDERAL)

Purpose of Travel	Location	Computation						Cost
		Item	Cost Rate	Basis for Rate	Quantity	Number of People	Number of Trips	
		Lodging		Night				\$0.00
		Meals		Day				\$0.00
		Mileage		Mile				\$0.00
		Transportation:						
				Round-trip				\$0.00
		Local Travel						\$0.00
		Other						\$0.00
								\$0.00
		Subtotal						\$0.00
FEDERAL TOTAL								\$0

TRAVEL NARRATIVE (FEDERAL)

TRAVEL (NON-FEDERAL)

Purpose of Travel	Location	Computation						Cost
		Item	Cost Rate	Basis for Rate	Quantity	Number of People	Number of Trips	
		Lodging		Night				\$0.00
		Meals		Day				\$0.00
		Mileage		Mile				\$0.00
		Transportation:		Round-trip				\$0.00
								\$0.00
		Local Travel						\$0.00
		Other						\$0.00
		Subtotal						\$0.00
NON-FEDERAL TOTAL								\$0

TRAVEL NARRATIVE (NON-FEDERAL)

TOTAL TRAVEL	\$0
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D. Equipment – List non-expendable items that are purchased (Note: Organization’s own capitalization policy for classification of equipment should be used). Expendable items should be included in the “Supplies” category. Applicants should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technological advances. Rented or leased equipment costs should be listed in the “Contractual” category. Explain how the equipment is necessary for the success of the project, and describe the procurement method to be used. To View an Example, Click Here

EQUIPMENT (FEDERAL)

Item	Computation		Cost
	Quantity	Cost	
			\$0
FEDERAL TOTAL			\$0

EQUIPMENT NARRATIVE (FEDERAL)

EQUIPMENT (NON-FEDERAL)

Item	Computation		Cost
	Quantity	Cost	
			\$0
NON-FEDERAL TOTAL			\$0

EQUIPMENT NARRATIVE (NON-FEDERAL)

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TOTAL EQUIPMENT	\$0
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E. Supplies – List items by type (office supplies, postage, training materials, copying paper, and expendable equipment items costing less than \$5,000, such as books, hand held tape recorders) and show the basis for computation. Generally, supplies include any materials that are expendable or consumed during the course of the project.

To View an Example, Click Here

SUPPLIES (FEDERAL)

Supply Items	Computation		Cost
	Quantity/Duration	Cost	
supplies including paper, postage, printing, purchasing curriculum	1	\$41.00	\$41
FEDERAL TOTAL			\$41

SUPPLIES NARRATIVE (FEDERAL)

offices supplies including paper, postage, printing, purchasing curriculum, etc.

SUPPLIES (NON-FEDERAL)

Supply Items	Computation		Cost
	Quantity/Duration	Cost	
			\$0
NON-FEDERAL TOTAL			\$0

SUPPLIES NARRATIVE (NON-FEDERAL)

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TOTAL SUPPLIES	\$41
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F. **Construction** – Provide a description of the construction project and an estimate of the costs. As a rule, construction costs are not allowable. In some cases, minor repairs or renovations may be allowable. Minor repairs and renovations should be classified in the "other" category. Consult with the program office before budgeting funds in this category. [To View an Example, Click Here](#)

CONSTRUCTION (FEDERAL)

Purpose	Description of Work	Cost
FEDERAL TOTAL		\$0

CONSTRUCTION NARRATIVE (FEDERAL)

CONSTRUCTION (NON-FEDERAL)

Purpose	Description of Work	Cost
	NON-FEDERAL TOTAL	\$0

CONSTRUCTION NARRATIVE (NON-FEDERAL)

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	TOTAL CONSTRUCTION	\$0
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G. Consultants/Contracts – Indicate whether applicant’s formal, written Procurement Policy or the Federal Acquisition Regulations are followed.

Consultant Fees: For each consultant enter the name, if known, service to be provided, hourly or daily fee (8-hour day), and estimated time on the project. Consultant fees in excess of \$450 per day or \$56.25 per hour require additional justification and prior approval from OJP. To View an Example, Click Here

CONSULTANT FEES (FEDERAL)

Name of Consultant	Service Provided	Computation			Cost
		Fee	Basis	Quantity	
			8 Hour Day		\$0
SUBTOTAL					\$0

CONSULTANT FEES NARRATIVE (FEDERAL)

CONSULTANT FEES (NON-FEDERAL)

Name of Consultant	Service Provided	Computation			Cost
		Fee	Basis	Quantity	
			8 Hour Day		\$0
SUBTOTAL					\$0

CONSULTANT FEES NARRATIVE (NON-FEDERAL)

Consultant Expenses: List all expenses to be paid from the grant to the individual consultants in addition to their fees (i.e., travel, meals, lodging, etc.). This includes travel expenses for anyone who is not an employee of the applicant such as participants, volunteers, partners, etc.

CONSULTANT EXPENSES (FEDERAL)

Purpose of Travel	Location	Computation						Cost
		Item	Cost Rate	Basis for Rate	Quantity	Number of People	Number of Trips	
		Lodging		Night				\$0.00
		Meals		Day				\$0.00
		Mileage		Mile				\$0.00
		Transportation:		Round-trip				\$0.00
								\$0.00
		Local Travel						\$0.00
		Other						\$0.00
		Subtotal						\$0.00
								\$0
SUBTOTAL								\$0
FEDERAL TOTAL								\$0

CONSULTANT EXPENSES NARRATIVE (FEDERAL)

CONSULTANT EXPENSES (NON-FEDERAL)

Purpose of Travel	Location	Computation							Cost
		Item	Cost Rate	Basis for Rate	Quantity	Number of People	Number of Trips	Cost	
		Lodging		Night				\$0.00	
		Meals		Day				\$0.00	
		Mileage		Mile				\$0.00	
		Transportation:		Round-trip				\$0.00	
		Local Travel						\$0.00	
		Other						\$0.00	
		Subtotal						\$0.00	\$0
SUBTOTAL									\$0
NON-FEDERAL TOTAL									\$0

CONSULTANT EXPENSES NARRATIVE (NON-FEDERAL)

TOTAL CONSULTANTS	\$0

Contracts: Provide a description of the product or service to be procured by contract and an estimate of the cost. Applicants are encouraged to promote free and open competition in awarding contracts. A separate justification must be provided for sole source contracts in excess of \$100,000. A sole source contract may not be awarded to a commercial organization that is ineligible to receive a direct award.

CONTRACTS (FEDERAL)

Item	Cost
FEDERAL TOTAL	\$0

CONTRACTS NARRATIVE (FEDERAL)

CONTRACTS (NON-FEDERAL)

Item	Cost
NON-FEDERAL TOTAL	\$0

CONTRACTS NARRATIVE (NON-FEDERAL)

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TOTAL CONTRACTS	\$0
TOTAL CONSULTANTS/CONTRACTS	\$0

H. Other Costs – List items (e.g., rent (arms-length transaction only), reproduction, telephone, janitorial or security services, and investigative or confidential funds) by major type and the basis of the computation. For example, provide the square footage and the cost per square foot for rent or provide a monthly rental cost and how many months to rent. The basis field is a text field to describe the quantity such as square footage, months, etc. [To View an Example, Click Here](#)

OTHER COSTS (FEDERAL)

Description	Computation				Cost
	Quantity	Basis	Cost	Length of Time	
lease county car	1	monthly	\$350	12	\$4,200
FEDERAL TOTAL					\$4,200

OTHER COSTS NARRATIVE (FEDERAL)

Use of County owned vehicle to provide groups in all areas of County. Expense would pay for monthly lease payment, mileage, fuel and maintenance of vehicle.

OTHER COSTS (NON-FEDERAL)

Description	Computation				Cost
	Quantity	Basis	Cost	Length of Time	
					\$0
NON-FEDERAL TOTAL					\$0

OTHER COSTS NARRATIVE (NON-FEDERAL)

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TOTAL OTHER COSTS	\$4,200
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I. Indirect Costs – Indirect costs are allowed only if the applicant has a Federally approved indirect cost rate. A copy of the rate approval, (a fully executed, negotiated agreement), must be attached. If the applicant does not have an approved rate, one can be requested by contacting the applicant's cognizant Federal agency , which will review all documentation and approve a rate for the applicant organization, or if the applicant's accounting system permits, costs may be allocated in the direct costs categories. (Note: Use whole numbers as the indirect rate, an example is an indirect rate of 15.73% should be shown as 15.73) **To View an Example, Click Here**

INDIRECT COSTS (FEDERAL)

Description	Computation		Cost
	Base	Rate	
			\$0
FEDERAL TOTAL			\$0

INDIRECT COSTS NARRATIVE (FEDERAL)

INDIRECT COSTS (NON-FEDERAL)

Description	Computation		Cost
	Base	Rate	
			\$0
NON-FEDERAL TOTAL			\$0

INDIRECT COSTS NARRATIVE (NON-FEDERAL)

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TOTAL INDIRECT COSTS	\$0
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Budget Summary – When you have completed the budget worksheet, transfer the totals for each category to the spaces below. Compute the total direct costs and the total project costs. Indicate the amount of Federal funds requested and the amount of non-Federal funds that will support the project.

Budget Category	Federal Request	Non-Federal Amounts	Total
A. Personnel	\$15,903	\$0	\$15,903
B. Fringe Benefits	\$4,093	\$0	\$4,093
C. Travel	\$0	\$0	\$0
D. Equipment	\$0	\$0	\$0
E. Supplies	\$41	\$0	\$41
F. Construction	\$0	\$0	\$0
G. Consultants/Contracts	\$0	\$0	\$0
H. Other	\$4,200	\$0	\$4,200
Total Direct Costs	\$24,237	\$0	\$24,237
I. Indirect Costs	\$0	\$0	\$0
TOTAL PROJECT COSTS	\$24,237	\$0	\$24,237

Federal Request	\$24,237
Non-Federal Amount	\$0
Total Project Cost	\$24,237

Public Reporting Burden

Paperwork Reduction Act Notice: Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a current valid OMB control number. We try to create forms and instructions that are accurate, can be easily understood, and which impose the least possible burden on you to provide us with information. The estimated average time to complete and file this application is four (4) hours per application. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, you can write the Office of Justice Programs, Office of the Chief Financial Officer, 810 Seventh Street, NW, Washington, DC 20531; and to the Public Use Reports Project, 1121-0188, Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

**Attach 5
Budget Narrative**

Personnel salary and fringe

.44 FTE Human Services Assistant

The person hired for this position will facilitate evidenced based cognitive skill group skills classes in Clackamas County and provide transportation for youth offenders as needed to attend classes, pro-social activities, treatment, etc. as described in the program narrative.

Cost: \$19,996.00

Supplies

Purchase of office supplies, including paper, postage, etc., and/or curriculum for class facilitation

Cost: \$ 41.00

Other Costs

Use of County owned vehicle to provide groups in all areas of County. Expense would pay for monthly lease payment, mileage, fuel and maintenance of vehicle.

\$350/month for 12 months = \$4,200.00

Total Costs: \$24,237.00

Attach 6

Applicant Disclosure of High Risk Status

This Applicant, Clackamas County Juvenile Department, is not designated as high risk by any federal grant making agency, including any status requiring additional oversight by a federal agency due to past programmatic or financial concerns.

Attach 7
Review Narrative

- On April 6, 2009 the Clackamas County Public Safety Departments met with County Commissioners to discuss opportunities for dollars allocated through the Recovery Act. It was determined that the local allocation of the Edward Byrne grant would be pursued by the Juvenile Department for gang prevention and intervention services.
- On April 29, 2009 Clackamas County developed a web site to track the allocation outcome for stimulus dollars. Specific program services and projects are posted and described on this site for public viewing and comment.
- On June 4, 2015 the Clackamas County Administrator approved the Juvenile Department to apply for the FY 2015 Local Solicitation.
- On June 26, 2015 the Board of County Commissioners will approve the application submission.
- Due to the late release of these funds by the Federal government, we were unable to get the 30 days review of the application before the citizens; therefore, upon submission of the application the application will be available for public viewing and comment by the citizens for 30 days.

Attach 8

DISCLOSURE OF PENDING APPLICATIONS

Clackamas County Juvenile Department does not have pending applications submitted within the last 12 months for federally funded grants or subgrants (including cooperative agreements) that include requests for funding to support the same project being proposed under this solicitation and will cover the identical cost items outlined in the budget narrative and worksheet under this solicitation.



U.S. DEPARTMENT OF JUSTICE OFFICE OF JUSTICE PROGRAMS ACCOUNTING SYSTEM AND FINANCIAL CAPABILITY QUESTIONNAIRE

SECTION A: PURPOSE

The financial responsibility of grantees must be such that the grantee can properly discharge the public trust which accompanies the authority to expend public funds. Adequate accounting systems should meet the following criteria as outlined in the OJP Financial Guide.

- (1) Accounting records should provide information needed to adequately identify the receipt of funds under each grant awarded and the expenditure of funds for each grant.
- (2) Entries in accounting records should refer to subsidiary records and/or documentation which support the entry and which can be readily located.
- (3) The accounting system should provide accurate and current financial reporting information.
- (4) The accounting system should be integrated with an adequate system of internal controls to safeguard the funds and assets covered, check the accuracy and reliability of accounting data, promote operational efficiency, and encourage adherence to prescribed management policies.

SECTION B: GENERAL

1. If your firm publishes a general information pamphlet setting forth the history, purpose and organizational structure of your business, please provide this office with a copy; otherwise, complete the following items:

a. When was the organization founded/incorporated (<i>month, day, year</i>) 07/05/1843	b. Principle officers Don Krupp	Titles County Administrator
c. Employer Identification Number: 93-6002286	Laurel Butman	Deputy County Administrator
d. Number of Employees Full Time: 1789 Part Time: 512	Marc Gonzales	Finance Director

2. Is the firm affiliated with any other firm: Yes No
 If "yes", provide details: this is the first line
 this is the second line

3. Total Sales/Revenues in most recent accounting period. (*12 months*)
 \$ 448,205,000.00

SECTION C: ACCOUNTING SYSTEM

1. Has any Government Agency rendered an official written opinion concerning the adequacy of the accounting system for the collection, identification and allocation of costs under Federal contracts/grants? Yes No

a. If yes, provide name, and address of Agency performing review:	b. Attach a copy of the latest review and any subsequent correspondence, clearance documents, etc.
Note: If review occurred within the past three years, omit questions 2-8 of this Section and Section D.	

2. Which of the following best describes the accounting system: Manual Automated Combination

3. Does the accounting system identify the receipt and expenditure of program funds separately for each contract/grant? Yes No Not Sure

4. Does the accounting system provide for the recording of expenditures for each grant/contract by the component project and budget cost categories shown in the approved budget? Yes No Not Sure

5. Are time distribution records maintained for an employee when his/her effort can be specifically identified to a particular cost objective? Yes No Not Sure

6. If the organization proposes an overhead rate, does the accounting system provide for the segregation of direct and indirect expenses? Yes No Not Sure

7. Does the accounting/financial system include budgetary controls to preclude incurring obligations in excess of:

a. Total funds available for a grant?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Not Sure
b. Total funds available for a budget cost category (e.g. Personnel, Travel, etc)?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Not Sure

8. Is the firm generally familiar with the existing regulation and guidelines containing the cost principles and procedures for the determination and allowance of costs in connection with Federal contracts/grants? Yes No Not Sure

SECTION D: FUNDS CONTROL

1. If Federal grant/contract funds are commingled with organization funds, can the Federal grant funds and related costs and expenses be readily identified? Yes No Not Sure

SECTION E: FINANCIAL STATEMENTS

1. Did an independent certified public accountant (CPA) ever examine the financial statements? Yes No

2. If an independent CPA review was performed please provide this office with a copy of their latest report and any management letters issued. Enclosed N/A *link provided below*

3. If an independent CPA was engaged to perform a review and no report was issued, please provide details and an explanation below:

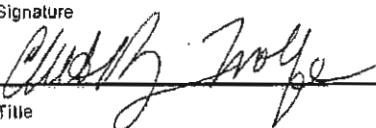
Link for financial statements:
<http://www.clackamas.us/finance/documents/2014ClackamasCountyCAFR.pdf>

SECTION F: ADDITIONAL INFORMATION

1. Use this space for any additional information (Indicate section and item numbers if a continuation)

SECTION G: APPLICANT CERTIFICATION

I certify that the above information is complete and correct to the best of my knowledge.

<p>1. Signature </p>	<p>b. Firm Name, Address, and Telephone Number Clackamas County 503-742-5407 Dept of Finance 2051 Kaen Rd Oregon City, OR 97045</p>
<p>a. Title Audit Manager</p>	

SECTION H: CPA CERTIFICATION

The purpose of the CPA certification is to assure the Federal agency that the recipient can establish fiscal controls and accounting procedures which assure that Federal and State/local funds available for the conduct of the grant programs and projects are disbursed and accounted for properly. If the audit report requested in Section E 2 above is not enclosed, then completion of this section is required.

<p>1. Signature</p>	<p>b. Firm Name, Address, and Telephone Number</p>
<p>a. Title</p>	

PUBLIC REPORTING BURDEN FOR THIS COLLECTION OF INFORMATION IS ESTIMATED TO AVERAGE 4 HOURS (OR MINUTES) PER RESPONSE, INCLUDING THE TIME FOR REVIEWING INSTRUCTIONS, SEARCHING EXISTING DATA SOURCES, GATHERING AND MAINTAINING THE DATA NEEDED, AND COMPLETING AND REVIEWING THE COLLECTION OF INFORMATION. SEND COMMENTS REGARDING THIS BURDEN ESTIMATE OR ANY OTHER ASPECTS OF THIS COLLECTION OF INFORMATION, INCLUDING SUGGESTIONS FOR REDUCING THIS BURDEN, TO OFFICE OF JUSTICE PROGRAMS, OFFICE OF THE COMPTROLLER, 810- 7TH STREET, NW, WASHINGTON, DC 20531; AND TO THE PUBLIC USE REPORTS PROJECT, 1121-7120, OFFICE OF INFORMATION AND REGULATORY AFFAIRS, OFFICE OF MANAGEMENT AND BUDGET, WASHINGTON, DC 20503.



DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

June 18, 2015

DEVELOPMENT SERVICES BUILDING
150 BEAVERCREEK ROAD | OREGON CITY, OR 97045

Board of County Commissioners,
Acting as Clackamas County Service District No. 5 Board
Clackamas County

Members of the Board:

A Resolution Authorizing Transfer of
Appropriations for Fiscal Year 2014-2015 for
Clackamas County Service District No. 5

Purpose/Outcomes	Transfer of appropriations for the 2014-2015 budget to ensure adequate funds to cover contracted labor costs.
Dollar Amount and Fiscal Impact	None
Funding Source	District Rate Assessment
Safety Impact	None
Duration	Fiscal Year 2014-2015
Previous Board Contact	None
Contact Person	Wendi Coryell, Service District Specialist - DTD Engineering – 503-742-4657
Contract No.	None

BACKGROUND:

Clackamas County Service District No. 5 is requesting to transfer appropriations between major categories to recognize the 2014-2015 increased contracted labor and internal contracted labor changes which exceed the current year budget.

Transfers are a method of moving budgeted appropriations during the fiscal year as required by state budget law per ORS 294.463. There is no financial impact incurred as a result of transfers as appropriations for these amounts have been accomplished through the initial budget process.

The attached resolution meets the requirements of transferring funds in order for the District to maintain a budget which provides adequate funds needed to cover the street lighting contracted labor costs. Service District No. 5 is transferring from contingency to contracted labor in order to adjust to the anticipated year end expenditure for fiscal year 2014-2015.

RECOMMENDATION:

Staff respectfully recommends that the Board adopt the attached Resolution and Exhibit A to maintain an accurate budget.

For additional information, please contact Wendi Coryell at 503-742-4657.

Sincerely,

Wendi Coryell, Service District Specialist
Clackamas County Service District No. 5

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF CLACKAMAS COUNTY, STATE OF OREGON**

A Resolution Authorizing Transfer
Of Appropriations for Fiscal Year
2014-2015 for the Clackamas
County Service District No. 5



RESOLUTION No.
page 1 of 1

WHEREAS, during the fiscal year, changes in appropriated expenditures may become necessary and appropriations may need to be increased, decreased or transferred from appropriation category to another.

WHEREAS, changes in appropriated expenditures for the period of July 1, 2014 through June 30, 2015 is necessary to continue to prudently manage the distribution of those expenditures due to an unanticipated increase in contracted labor changes which exceed the current year budget.

WHEREAS, the fund being adjusted is
the:

Service District No. 5 Street Lighting Fund

BE IT RESOLVED BY THE BOARD OF
COUNTY COMMISSIONERS, acting as Clackamas County Service District No. 5 Board, THAT:

Pursuant to its authority under ORS 294.463, changes in the appropriated expenditures within the fiscal year budget is authorized as shown in the attached Exhibit A which by this reference is made a part of this Resolution.

ADOPTED this ____ day of June, 2015.

BOARD OF COUNTY COMMISSIONERS,
Acting as the Governing Body of Clackamas County Service District No. 5

Chair

Recording Secretary

**SUMMARY OF SUPPLEMENTAL BUDGET
CHANGE OF LESS THAN 10% OF BUDGET
INCREASE REQUEST
JUNE 18, 2015**

Exhibit A

Service District No. 5 Street Lighting Fund

Decrease:		
Contingency		\$37,623
Increase:		
Internal County Contracted Services		\$900
Contracted Labors		<u>\$ 36,723</u>
	Total Recommended Increase	<u>\$ 37,623</u>

Increase in account internal contracted labor (431918) and contracted labor (431920) to recognize the 2014-2015 increased cost of contracted labor.

CLACKAMAS COUNTY BUDGET OFFICE

BUDGET CHANGE REQUEST COVER SHEET

This completed form must accompany Form 10-B, 20-B, 30-B or 40-B.

I. REQUESTING DEPARTMENT INFORMATION

DATE: 06/11/2015

FUND NAME: CCSD#5 Street Lighting Fund

FUND NUMBER: 115

ORGANIZATION NAME: CCSD #5 Street Lighting

ORGANIZATION NUMBER: 2450

CONTACT NAME: Dan Johnson

CONTACT NUMBER: 4325

AUTHORIZING SIGNATURES: [Signature] Division Head

[Signature] 6-11-15 Department Head

II. TYPE OF BUDGET CHANGE REQUESTED:

Request only one type of change per form. Each change requires a separate cover sheet.

- BUDGET ADJUSTMENT WITHIN CATEGORY attach completed form(s) 10-B
x TRANSFER BETWEEN MAJOR CATEGORIES attach completed form(s) 20-B
SUPPLEMENTAL BUDGET (per ORS.294.480) attach completed form(s) 30-B
DEDICATED FUNDS INCREASE attach completed form(s) 30-B
TRANSFER FROM GENERAL FUND attach completed form(s) 30-B
BUDGET REDUCTION attach completed form(s) 40-B

III. JUSTIFICATION:

Provide a detailed explanation of circumstances necessitating change. Include sufficient information to explain the need to someone unfamiliar with your budget and programs.

Decreasing 499001 Contingency
Increasing expenditures in 431918 Internal County Contracted Svc, and 431920 Contracted Labors

IV. FINANCIAL IMPACT:

Indicate total dollar increase, decrease or no change. \$0

Budget Office Use only:

Date Ent'd J/E#

CLACKAMAS COUNTY BUDGET OFFICE

REQUEST FOR BUDGET TRANSFER BETWEEN MAJOR CATEGORIES

Use this form to request transfers **BETWEEN** major budget categories. The major categories are: Personal Services, Materials & Services, Capital Outlay, Interfund Transfers, Debt Service and Contingency.

INCREASE the following Budget Accounts:

Fund	Org	Prog	Proj	Acct	Account Description	Current Budget	Increase	Revised Budget
115	2450	0	0	431918	Internal County Contracted Svc	-	900	900
115	2450	0	0	431920	Contracted Labors	150,277	36,723	187,000

TOTAL INCREASE: 37,623

DECREASE the following Budget Accounts:

Fund	Org	Prog	Proj	Acct	Account Description	Current Budget	Decrease	Revised Budget
115	2450	0	0	499001	Contingency	116,276	37,623	78,653

TOTAL DECREASE: 37,623

This form must be accompanied by completed Form 100-B, Budget Change Request Cover Sheet.

BUDGET TRANSFERS BETWEEN MAJOR CATEGORIES REQUIRE BOARD APPROVAL.