



# AGENDA <sup>\*</sup>Revised

Added Consent Agenda Item B.6.

## Thursday, June 27, 2019 - 10:00 AM BOARD OF COUNTY COMMISSIONERS

Beginning Board Order No. 2019-62

### CALL TO ORDER

- Roll Call
- Pledge of Allegiance

**I. 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.)*

**II. PUBLIC HEARINGS** *(The following items will be individually presented by County staff or other appropriate individuals. Persons appearing shall clearly identify themselves and the department or organization they represent. In addition, a synopsis of each item, together with a brief statement of the action being requested shall be made by those appearing on behalf of an agenda item.)*

1. Second Reading of Ordinance No. 02-2019 Amending the Clackamas Industrial Area Development Plan (Dave Queener, Development Agency, Nate Boderman, County Counsel)  
*1<sup>st</sup> Reading was 5-9-19, 2<sup>nd</sup> Reading was 6-13-19 and tabled for a future date.*

### Clackamas County Budget

2. Resolution No. \_\_\_\_\_ Adopting the Clackamas County Budget for the 2019-2020 Fiscal Year, Making Appropriations and Imposing and Categorizing Taxes for the Period of July 1, 2019 through June 30, 2020 (Jennifer Chambers, Budget Manager)
3. Resolution No. \_\_\_\_\_ Adopting Changed Fees for Clackamas County for Fiscal Year 2019-2020 (Stephen Madkour, County Counsel)
4. Ordinance No. \_\_\_\_\_ Adopting Changed Fines for Clackamas County for Fiscal Year 2019-2020 and Declaring an Emergency (Stephen Madkour, County Counsel)

### Enhanced Law Enforcement District

5. Resolution No. \_\_\_\_\_ Adopting the Enhanced Law Enforcement District Budget for the 2019-2020 Fiscal Year, Making Appropriations and Imposing and Categorizing Taxes for the Period of July 1, 2019 through June 30, 2020 (Jennifer Chambers)

### Clackamas County Extension & 4-H Service District

6. Resolution No. \_\_\_\_\_ Adopting the Clackamas County Extension & 4-H Service District Budget for the 2019-2020 Fiscal Year, Making Appropriations and Imposing and Categorizing Taxes for the Period of July 1, 2019 through June 30, 2020 (Jennifer Chambers)

**Library Service District of Clackamas County**

7. Resolution No. \_\_\_\_ Adopting the Library Service District of Clackamas County 2019-2020 Fiscal Year Budget and Making Appropriations and Imposing and Categorizing Taxes for the Period of July 1, 2019 through June 30, 2020 (Laura Zentner)

**North Clackamas Parks & Recreation District**

8. Resolution No. \_\_\_\_ Adopting the North Clackamas Parks & Recreation District's 2019-2020 Fiscal Year Budget and Making Appropriations and Imposing and Categorizing Taxes for the Period of July 1, 2019 through June 30, 2020 (Scott Archer)

**Clackamas County Development Agency**

9. Resolution No. \_\_\_\_ Adopting and Appropriating Funds for the 2019-2020 Fiscal Year Budget for the Clackamas County Development Agency (Dave Queener)

**Service District No. 5, Street Lighting**

10. Resolution No. \_\_\_\_ Adopting and Appropriating Funds for the 2019-2020 FY Budget for Clackamas County Service District No. 5 (Wendi Coryell)

**Water Environment Services**

11. Resolution No. \_\_\_\_ Adopting and Appropriating Funds for the 2019-2020 FY Budget for Water Environment Services (Greg Geist, Doug Waugh)
12. Board Order No. \_\_\_\_ Amending and Adopting Rates and Charges for Water Environment Services (Greg Geist, Doug Waugh)
13. Board Order No. \_\_\_\_ Establishing System Development Charges for Water Environment Services for Fiscal Year 2019-2020 (Greg Geist, Doug Waugh)

**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 of an Amendment to the Intergovernmental Agreement with the City of Gladstone for the E. Clarendon Street Improvements Project – *Community Development*
2. Approval of a Subrecipient Grant Amendment with Community Living Above for Youth Marijuana and Substance Abuse Prevention Efforts in West Linn/Wilsonville – *Children, Youth & Community Connections*
3. Approval of a Subrecipient Grant Amendment with Northwest Family Services for PreventNet Community Schools – Urban, Milwaukie, Gladstone and Oregon City – *Children, Youth & Community Connections*
4. Approval of Local Grant Agreement with Northwest Family Services for Children of Incarcerated Parents (CIP) and Parenting Inside Out (PIO) Services – *Children, Youth & Community Connections*

5. Approval of a Subrecipient Grant Amendment with Northwest Family Services for Youth Marijuana and Substance Abuse Prevention Efforts in North Clackamas – *Children, Youth & Community Connections*
6. Approval of a Subrecipient Grant Amendment with Oregon Impact for Youth Marijuana and Substance Abuse Prevention Efforts in Clackamas County – *Children, Youth & Community Connections*
7. Approval of a Subrecipient Grant Amendment with Oregon City Together for Youth Marijuana and Substance Abuse Prevention Efforts in Clackamas County – *Children, Youth & Community Connections*
8. Approval of a Subrecipient Grant Amendment with Todos Juntos for Prevention and School Engagement Activities at PreventNet Sites in Clackamas County – *Children, Youth & Community Connections*
9. Approval of a Subrecipient Grant Amendment with Todos Juntos for Youth Marijuana and Substance Abuse Prevention Efforts in Rural Clackamas County – *Children, Youth & Community Connections*
10. Approval of a Subrecipient Agreement with the Tri-County Metropolitan Transportation District of Oregon (TriMet) for Disbursement of State of Oregon Special Transportation Improvement Funds for Public Transit Planning and Projects in Underserved Areas of Clackamas County – *Social Services*
11. Approval of a Subrecipient Agreement with Providence Health & Services, Regional Behavioral Health for Better Outcomes thru Bridges – *DHS Administration*
12. Approval of an Intergovernmental Agreement with the State of Oregon, acting by and through its Department of Human Services for Operation of Community Developmental Disability Services for Clackamas County – *Social Services*

**B. Finance Department**

1. Resolution No. \_\_\_\_\_ for a Clackamas County Supplemental Budget less than 10% or New Specific Purpose Revenue and Transfer of Appropriations for Fiscal Year 2018-2019
2. Approval of Lease for 16201 SE McLoughlin Boulevard with C. G. F. Family Limited Partnership for the Oak Lodge Library
3. Approval of Lease for the Homestead Building with Homestead Building, LLC for the Sandy Behavioral Health Center
4. Approval of Lease for the Willamette Building with Willamette Building Partnership
5. Approval of a FY 19/20 Work and Financial Plan with United State Department of Agriculture (USDA) Animal and Plant Health Inspection Service (APHIS), Wildlife Services (WS) for Predator Management
- \*6. Resolution No. \_\_\_\_\_ Acknowledging Expenditures in Excess of Appropriations and Financial Statement Findings for Fiscal Year 2018 and Describing Corrective Action in Accordance with *ORS 297.466*

**C. Elected Officials**

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

**D. Juvenile Department**

1. Approval of Intergovernmental Agreement with Multiple Cities for the Community Diversion Program Services
2. Approval of Personal Services Contract With Maple Star Oregon, Inc. to provide Short Term Residential Placement Services – *Procurement*
3. Approval of Personal Services Contract With The Boys and Girls Society of Oregon to provide Short Term Residential Placement Services – *Procurement*

**E. Human Resources**

1. Approval of Contract Renewal between the Clackamas County Department of Human Resources and Mercer Health & Benefits LLC to provide Benefits Consulting Services – *Procurement*

**F. County Administration**

1. Approval of an Amendment to an Intergovernmental Agreements with the State of Oregon Related to Funding for a Future County Courthouse

**G. Disaster Management**

1. Approval of FY18 Urban Area Security Initiative (UASI) Subrecipient Grant Agreement with the City of Oregon City

**H. County Counsel**

1. Approval of Designation of Newspaper for the 2019 Property Tax Foreclosure Publication

**I. Tourism & Cultural Affairs**

1. Approval of the Contract Amendment No. 3 with Borders Perrin Norrander for Marketing Agency of Record Services for the Tourism & Cultural Affairs Department – *Procurement*

**J. Technology Services**

1. Approval of an ORMAP Intergovernmental Agreement Contract No. DOR-189-19 between Clackamas County and the Oregon Department of Revenue for Digital GIS Tax Lot Conversion

**V. NORTH CLACKAMAS PARKS & RECREATION DISTRICT**

1. Approval of Resolution No. \_\_\_\_\_ Accepting a Pathway Easement from Cereghino Farms, LLC

**VI. COUNTY ADMINISTRATOR UPDATE**

**VII. 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. You may also order copies from any library in Clackamas County or the Clackamas County Government Channel. <https://www.clackamas.us/meetings/bcc/business>**



**DAN JOHNSON**  
MANAGER

**DEVELOPMENT AGENCY**

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

June 27, 2019

Development Agency Board  
Board of County Commissioners  
Clackamas County

Members of the Board:

**Second Reading of Ordinance No. 02-2019 Amending the  
Clackamas Industrial Area Urban Renewal Plan**

<b>Purpose/Outcomes</b>	To remove property from the Clackamas Industrial Area Urban Renewal Boundary
<b>Dollar Amount and Fiscal Impact</b>	None
<b>Funding Source</b>	No impact
<b>Duration</b>	Indefinite
<b>Previous Board Action</b>	First reading of the ordinance on May 9, 2019
<b>Counsel Review</b>	Reviewed and Approved by County Counsel on June 19, 2019
<b>Strategic Plan Alignment</b>	Build a strong infrastructure. Build public trust through good government.
<b>Contact Person</b>	David Queener– 503-742-4322

**BACKGROUND:**

The Clackamas Industrial Area (CIA) Development Plan was adopted on July 26, 1984 and has been subsequently amended. One of the amendments was to add SE 172<sup>nd</sup> Avenue as a project and to add that area into the urban renewal district boundary. The construction of SE 172<sup>nd</sup> Avenue from Sunnyside Road south to Highway 212 has been completed by the County. The CIA is no longer taking division of taxes.

The City of Happy Valley is considering adopting an urban renewal plan focusing on transportation improvements. One of the proposed projects is the construction of SE 172<sup>nd</sup> Avenue north of Sunnyside Road. Legal counsel review has indicated that the SE 172<sup>nd</sup> Avenue right of way from Sunnyside Road north must first be removed from the CIA plan area before being included into the proposed Happy Valley Urban Renewal Area.

**The Proposed Ordinance**

The proposed ordinance removes the SE 172<sup>nd</sup> Avenue right of way from Highway 212 north to the county line from the boundary of the CIA urban renewal district. The first reading of the ordinance was completed on May 9, 2019.

**RECOMMENDATION:**

Staff respectfully requests that the Board read the proposed ordinance by title only and proceed to adoption.

Respectfully submitted,

David Queener  
Clackamas County Development Agency Program Supervisor

Attachments:

Ordinance

## ORDINANCE NO.02-2019

### AMENDING THE CLACKAMAS INDUSTRIAL AREA DEVELOPMENT PLAN

#### Section 1 Purpose

By enactment of this ordinance, the Board of Commissioners of Clackamas County approves the attached Clackamas Industrial Area Development Plan – Plan Amendment pursuant to ORS 457.095 and ORS 457.220.

#### Section 2 Findings

- a) The Clackamas Industrial Development Area Plan and Report on the Plan were duly adopted and approved July 26, 1984 and have been subsequently amended. The Clackamas County Development Agency (Development Agency) proposes further amendments to the Plan at this time to remove SE 172<sup>nd</sup> Avenue right of way and to decrease the size of the urban renewal area.
- b) The Development Agency pursued a project to improve 172<sup>nd</sup> Avenue from Sunnyside Road south to Highway 212. This project is complete.
- c) The City of Happy Valley is considering an urban renewal area to complete infrastructure projects including the improvement of 172<sup>nd</sup> Avenue north of Sunnyside Road to the northern city limits.
- d) ORS 457.420(3) states that “property may not be included in more than one urban renewal area”.
- e) This amendment to remove the SE 172<sup>nd</sup> Avenue area from the Clackamas Industrial Area Development Plan, would allow the City of Happy Valley to incorporate 172<sup>nd</sup> Avenue north of Sunnyside Road into a Happy Valley urban renewal area.
- f) The Clackamas County Board of Commissioners has considered the material presented by staff and find that these amendments are necessary to allow the City of Happy Valley to include a project for the construction of 172<sup>nd</sup> Avenue north of Sunnyside Road to their city limits in their proposed urban renewal plan.

Section 3 Approval

The amendments to the Clackamas Industrial Area Plan attached as Exhibit 1, Revised Clackamas Industrial Area Urban Renewal Plan Boundary Map, and Exhibit 2, revised Clackamas Industrial Area Urban Renewal Plan legal description and incorporated herein, are hereby adopted and approved.

Section 4 Effective Date

This ordinance shall take effect ninety (90) days after its adoption.

Adopted this 27<sup>th</sup> day of June, 2019.

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Jim Bernard, Chair  
Board of County Commissioners

Attest:

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Recording Secretary





EXHIBIT 2  
METES AND BOUNDS DESCRIPTION  
CLACKAMAS INDUSTRIAL AREA DEVELOPMENT DISTRICT

A tract of land located in Sections 3, 4, 5, 9, 10, 11, 12, 14, and 15, Township 2 South, Range 2 East of the Willamette Meridian, Clackamas County, Oregon, Sections 30 and 31, Township 1 South, Range 3 East of the Willamette Meridian, Clackamas County, Oregon, and Sections 6 and 7, Township 2 South, Range 3 East of the Willamette Meridian, Clackamas County, Oregon, being more particularly described as follows:

Beginning at a point at the intersection of the northerly right-of-way line of the Southern Pacific Railroad and the southerly right-of-way line of Harmony Road, (County Road No. 115);

- (1) thence north  $83^{\circ} 48' 30''$  east along the south right-of-way line of said Harmony Road, a distance of 1658.06 feet to an angle point in the south line of said road;
- (2) thence south  $88^{\circ} 48'$  east along the south right-of-way line of said Harmony Road, a distance of 365 feet to an angle point in the south line of said Harmony Road;
- (3) thence northeasterly to the intersection of the south right-of-way line of said Harmony Road with the east boundary of Strawberry Lane (SE Pheasant Court);
- (4) thence southeasterly 122 feet more or less along the east boundary of Strawberry Lane (SE Pheasant Court) to its intersection with a line which begins east 86.43 feet and north  $00^{\circ} 13'$  west 155 feet from the initial point of the plat of Morningside and runs south  $71^{\circ} 46' 15''$  east 731.96 feet;
- (5) thence south  $71^{\circ} 46' 15''$  east 635 feet to a point;
- (6) thence south  $77^{\circ} 56' 15''$  east 294.48 feet;
- (7) thence south  $70^{\circ} 09'$  east 500 feet;
- (8) thence south  $72^{\circ} 48' 12''$  east 486.49 feet;
- (9) thence south  $86^{\circ}$  east 178.78 feet;
- (10) thence south parallel to the east line of Lot 12 of the Plat of Morningside 375 feet more or less, to a point on the south line of Lot 11 of said Plat;
- (11) thence easterly along the south line of Lots 11 and 12 of said plat 560 feet, more or less, to its intersection with the west line of S.E. 82nd Avenue;
- (12) thence southeasterly along said west right-of-way line 1065 feet, more or less, to the south line of the Southern Pacific Railroad right-of-way;
- (13) thence southeasterly, along the southwesterly line of said Southern Pacific Railroad right-of-way, a distance of 2820 feet, more or less, to the southwesterly extension of the east line of Interstate Highway 205;

- (14) thence northeasterly along said extension and along the east line of said highway 2370 feet, more or less, to a 5/8 inch iron rod;
- (15) thence south 20° 44'15" east 991.06 feet to a 5/8 inch iron rod that is also south 21° 59'38" east 1668.81 feet and south 67° 15'45" west 730 feet from the N.E. corner of the William T. Matlock DLC No. 37 in Section 4 of T2S, R2E, W.M.;
- (16) thence south 68° west 6.59 feet;
- (17) thence south 31° 20' east 922.91 feet to a 5/8 inch x 30 inch iron rod;
- (18) thence north 58° 40' east 70 feet to a 5/8 inch x 30 inch iron rod;
- (19) thence south 31° 20' east 180 feet to a 3/8 inch x 30 inch iron rod;
- (20) thence south 46° 16' east 31.05 feet to a 5/8 inch x 30 inch iron rod;
- (21) thence north 58° 40' east 138 feet to the centerline of County Road No. 1317 (Lawnfield Road);
- (22) thence following said centerline in a southeasterly and southwesterly direction 375 feet to a point, said point being 1320 feet north 22° west, 49.5 feet south 68° west, 1199.1 feet north 22° west and south 68° west 400.80 feet from the southeast corner of William T. Matlock DLC No. 37;
- (23) thence north 68° 17'37" east 400.80 feet to the east line of the William T. Matlock DLC No. 37;
- (24) thence tracing said DLC line south 21° 08'40" east 1165 feet more or less to a point;
- (25) thence north 68° east 130.95 feet to a point;
- (26) thence south 33° 19' east 475.88 feet, more or less to a point on the north line of Section 10, T2S, R2E, W.M.;
- (27) thence easterly along the north line of said Section 10, T2S, R2E, 3490 feet, more or less, to the N.W. corner of the N.E. ¼ of the N.E. ¼ of said Section 10;
- (28) thence south 1325.75 feet;
- (29) thence north 89° 44'30" west 120.8 feet, more or less, to an iron pipe;
- (30) thence south 1155.2 feet
- (31) thence east 489.72 feet;
- (32) thence north 220 feet, more or less, to a point that is north 1732.5 feet, south 89° 38' west 936.88 feet, more or less, and north 1258.82 feet from the S.E. corner of Section 10, T2S, R2E;
- (33) thence east 489.72 feet;
- (34) thence north 80 feet, more or less, to a point that is south 889.34 feet and west 468.6 feet from the north 1/16 corner between Sections 10 and 11;
- (35) thence east 489.72 feet;

- (36) thence south 190 feet, more or less;
- (37) thence east 973.14 feet;
- (38) thence north 200 feet, more or less, to a point that is north 898.92 feet and west 979.44 feet from the center of the Oregon City and Phillip Foster Road (State Highway 212) on the east line of the Presley Welch DLC;
- (39) thence east 979.44 feet;
- (40) thence south 200 feet to a point;
- (41) thence east 420 feet to a point;
- (42) thence north 100 feet to a point;
- (43) thence east 361.64 feet to a point;
- (44) thence south 55 feet, more or less, to a point that is east 773.64 feet and north  $0^{\circ} 42' 40''$  east 284 feet from the N.W. corner of the Isaac Capps DLC No. 52;
- (45) thence east, parallel to the north line of said DLC No. 52, 682 feet, more or less;
- (46) thence south 45 feet, more or less;
- (47) thence east 135 feet;
- (48) thence north 650 feet;
- (49) thence east 526.74 feet;
- (50) thence continuing east 541.30 feet to a point;
- (51) thence south  $1^{\circ} 16' 30''$  east, a distance of 600 feet to a point;
- (52) thence south  $84^{\circ}$  east 1200 feet to a point,
- (53) thence south  $68^{\circ}$  east 1000 feet to a point;
- (54) thence south  $83^{\circ}$  east 800 feet to a point;
- (55) thence south  $88^{\circ}$  east 800 feet to a point;
- (56) thence south  $63^{\circ}$  east 500 feet to a point;
- (57) thence north  $77^{\circ}$  east 200 feet to a point henceforth to be referred to as "Point A";
- (58) thence south  $52^{\circ}$  west 600 feet to a point;
- (59) thence north  $15^{\circ}$  west 400 feet to a point;
- (60) thence north  $70^{\circ}$  west 250 feet to a point;

- (61) thence north 88° west 1200 feet to a point;
- (62) thence north 75° west 800 feet to a point;
- (63) thence north 88° west 900 feet to a point;
- (64) thence north 77° west 680 feet, more or less, to a point on the northerly right-of way of Oregon State Highway No. 212;
- (65) thence westerly along the north right-of-way line of said Oregon State Highway No. 212, a distance of 1050 feet, more or less, to its intersection with the northerly extension of a line that runs parallel to and 465.96 feet west of the east line of the Isaac Capps DLC #52;
- (66) thence south, along said line, a distance of 1230 feet to a point;
- (67) thence west 114.10 feet;
- (68) thence south 615 feet;
- (69) thence east 158 feet;
- (70) thence south 35 feet;
- (71) thence east 242 feet;
- (72) thence south 15° 30' west 305.10 feet, more or less;
- (73) thence west 194.40 feet, more or less;
- (74) thence south 131 feet;
- (75) thence west 194 feet to a point on the east line of S.E. 135th Avenue;
- (76) thence south along said right-of-way line 130 feet;
- (77) thence west 50 feet;
- (78) thence south 817.11 feet, more or less;
- (79) thence east 59.9 feet;
- (80) thence southwesterly 650 feet in a straight line to a point which is north 728.2 feet and east 1170 feet from the reentrant corner of Isaac Capps DLC No. 52 in Section 14, T2S, R2E, W.M;
- (81) thence west 205 feet to a point;
- (82) thence south 12° 0' west 250.92 feet;
- (83) thence south 9° 09'30" east 107.27 feet;
- (84) thence south 68° 20' west 268.92 feet;
- (85) thence west 687 feet to a point on the southerly extension of the centerline of County Road No. 310 (S.E. 130th Avenue);

- (86) thence south along said centerline extension to the westerly exterior angle corner of the Isaac Capps DLC No. 52, also being 421.70 feet south of the northeast corner of Government Lot No. 10;
- (87) thence south  $44^{\circ} 08'$  west 410.40 feet to a point;
- (88) thence south  $56^{\circ} 45'$  west 615 feet;
- (89) thence south  $48^{\circ} 43'$  west 407.70 feet;
- (90) thence south  $65^{\circ} 50'$  west 239.20 feet to a point, said point being on the west line of the Isaac Capps DLC No. 52;
- (91) thence north  $0^{\circ} 25'$  east on said DLC line 340 feet to a point on the northeasterly extension of the south line of Vernon Street, said point also being south  $0^{\circ} 25'$  west 699.04 feet from the westerly northwest corner of DLC No. 52;
- (92) thence south  $65^{\circ} 25'$  west 96.85 feet to a point of intersection with the most easterly corner of S.E. Vernon Street;
- (93) thence northerly at right angles to said south line 40 feet to the north line of said S.E. Vernon Street;
- (94) thence south  $65^{\circ} 25'$  west 441.14 feet to an angle point on the north line of said Vernon Street;
- (95) thence north  $89^{\circ} 36'$  west 458.69 feet to the centerline of a 40 foot strip of Land;
- (96) thence north  $0^{\circ} 24'$  east 115 feet to a point;
- (97) thence south  $89^{\circ} 09'$  west 299 feet to a point;
- (98) thence south  $0^{\circ} 24'$  west 296.50 feet, more or less, to a point on the right bank of the Clackamas River as it existed on May 14, 1979,
- (99) thence downstream, along said right bank of the Clackamas River, 1050 feet, more or less, to the most southerly southeast corner of that certain tract of real property (Assessor's Map 2 2E 15A, TL 1800) conveyed to Terry W. Emmert, by the deed recorded under Fee #96-52847, Deed records of Clackamas County;
- (100) thence north  $50^{\circ} 26'$  east, along the east line of said Emmert Property, 23.22 feet to a point;
- (101) thence continuing along the east line of said Emmert Property, north  $00^{\circ} 26'$  east, 863.69 feet, more or less, to a point in the south line of Capps Road;
- (102) thence west, along the south line of said Capps Road, 25 feet, more or less, to a point at the southerly extension of the west line of Parcel 1, Partition Plat No.1995-164, Clackamas County Survey Records;
- (103) thence north 60 feet, more or less, to the southwest corner of said Parcel 1, Partition Plat No.1995-164, Clackamas County Survey Records;
- (104) thence easterly, along the north right-of-way of said S.E. Capps Road, 3400 feet, more or less, to the west Right-of-Way line of S.E. 130th Ave.;

- (105) thence north, along the west right-of-way line of S.E. 130th Avenue, 850 feet, more or less, to a point at the westerly extension of the north line of Partition Plat No.1990-56, Clackamas County Survey Records and also the north line of that certain tract of real property (Assessor's Map 2 2E 14A, TL1080) conveyed to Mutual Materials Co. by the deed recorded under Fee #82-22065, Deed Records of Clackamas County;
- (106) thence east, along the north line of said Partition Plat No.1990-56, and the north line of said Mutual Materials Co. tract, 1425 feet, more or less, to the southeast corner of that certain tract of real property (Assessor's Map 2 2E 11D, TL1304) conveyed to Portland General Electric Company, as Parcel IV in the deed recorded under Fee #77-22190, Deed Records of Clackamas County;
- (107) thence north, 1052 feet, more or less, to the southeast corner of that certain tract of real property (Assessor's Map 2 2E 11D, TL 1400) conveyed to Ralph Mooers and Hazel Mooers, husband and wife, by the deed recorded in Deed Book 685, Page 325, Deed Records of Clackamas County;
- (108) thence west, along the south line of said Mooers tract, 335.28 feet, more or less, to the southwest corner thereof;
- (109) thence north 1668 feet, more or less, to the southwest corner of Parcel 1, Partition Plat No. 1995-160, Clackamas County Survey Records;
- (110) thence north  $89^{\circ} 57' 02''$  east, along the south line of said Parcel 1, 160.00 feet to the southeast corner thereof;
- (111) thence along the easterly line of said Parcel 1, north  $00^{\circ} 06' 03''$  west, 153.68 feet to an angle point in said east line;
- (112) thence continuing along the easterly line of said Parcel 1, south  $89^{\circ} 56' 17''$  west, 15.00 feet to an angle point in said east line;
- (113) thence continuing along the easterly line of said Parcel 1, north  $00^{\circ} 06' 03''$  west, 102.14 feet to a point of curvature;
- (114) thence northerly and northwesterly, along the easterly line of said Parcel 1, along the arc of a 33.00 foot radius curve to the left, through a central angle of  $87^{\circ} 03' 58''$ , for an arc distance of 50.15 feet (the long chord of which bears North  $43^{\circ} 38' 02''$  west, 45.46 feet) to a point at the most northerly northeast corner of Parcel 1, Partition Plat No.1995-160, Clackamas County Survey Records, said point also being on the southerly right-of-way line of Oregon State Highway No. 212;
- (115) thence westerly, along the southerly right-of-way line of said Oregon State Highway No. 212, 10,500 feet, more or less, to intersection of said southerly right-of-way line of Oregon State Highway No. 212 and a line that is parallel to and 30 feet east of, being measured at right angles to, the centerline of the Southern Pacific Railroad;
- (116) thence northerly, parallel to and 30 feet east of, being measured at right angles to, the centerline of the said Southern Pacific Railroad, a distance of 2247 feet, more or less, to the south line of Mather Road;
- (117) thence south  $68^{\circ} 39'$  west 60 feet to the intersection of the westerly boundary of said railroad Right-of-Way with the southerly boundary of Mather Road;

- (118) thence northerly along the railroad right-of-way 25 feet, more or less, to the most northerly corner of the Plat of Marshfield in Section 9, T2S, R2E, W. M;
- (119) thence south  $68^{\circ}11'$  west along the northwesterly line of said plat 495 feet to the westerly line of S.E. 82nd Drive;
- (120) thence northwesterly along said west line of 82nd Drive 650 feet to the southeasterly line of Janssen Road;
- (121) thence south  $68^{\circ}56'$  west 1180 feet, more or less, along the southerly line of said Janssen Road and its southwesterly extension to the centerline of Cascade Highway North as shown on State Highway Drawing 8B-715 at centerline Station 508 + 45;
- (122) thence north  $13^{\circ}57'30''$  west along said centerline 3145 feet, more or less, to Engineer Station 477 + 00; said point also being Engineer Station 20 + 00 on the centerline of Oregon State Highway No. 224 (relocated Lake Road, Pacific Highway east Cascade Highway section of the Clackamas Highway as shown on drawing 8B-3310);
- (123) thence northwesterly along the centerline of said Oregon State Highway No. 224 (relocated Lake Road, Pacific Highway east Cascade Highway section of the Clackamas Highway as shown on drawing 8B-3310), 1800 feet more or less to a point at the intersection of said centerline of Oregon State Highway 224 and the southerly projection of the westerly right-of-way line of Johnson road;
- (124) thence northerly, along the westerly right-of-way line of said Johnson, 1600 feet, more or less, to a point on the south line of the Southern Pacific Railroad right-of-way;
- (125) thence northwesterly, along said south line of the Southern Pacific Railroad right-of-way, 4400 feet, more or less, to a point that is 74 feet southwesterly from the Point of Beginning;
- (126) thence northeasterly 74 feet to the Point of Beginning;
- (127) Also including the following described tract of land;

Beginning at a point on the northerly right-of-way line of Oregon State Hwy. No. 212, said point of beginning being South  $52^{\circ}$  West, 250 feet, more or less, from the aforementioned Point "A" (Line No. 57 of the above description);

Thence Easterly, following said northerly right-of-way line of Oregon State Hwy No. 212, a distance of 4,898 feet, more or less, to the east line of the west 1/2 of Section 7, Township 2 South, Range 3 East, W.M.;

Thence Southerly, following the east line of the west 1/2 of said Section 7, a distance of 80 feet, more or less, to the southerly right-of-way line of said Oregon State Hwy No. 212;

Thence Westerly, following said southerly right-of-way line of Oregon State Hwy No. 212, a distance of 5,000 feet, more or less, to a point that is South  $52^{\circ}$  West from the aforementioned Point "A";

Thence North  $52^{\circ}$  East, a distance of 130 feet, more or less, to the point of beginning.

#### EXCEPTIONS



Excepting the following described parcel located in Section 9, T2S, R2E, W.M., located in Clackamas County in the State of Oregon:

Beginning at a point that is north 89° west 178 feet from the ¼ corner between Sections 9 and 10, T2S, R2E, W.M.;

- (1) thence north 89° west 786 feet along the south line of S.E. Clackamas Road to the intersection of said south line with the east line of 98th Avenue;
- (2) thence south 0° 02' west 879.60 feet along the east line of said 98<sup>th</sup> Street to the S.W. corner of Lot 1, Block 8 of the Plat of Hollywood Gardens;
- (3) thence south 89° east 905 feet to the S.E. corner of Lot 15, Block 7 of said plat, said point also being on the west line of S.E. 102<sup>nd</sup> Avenue;
- (4) thence north 00° 08' west 770 feet more or less to an iron pipe at a point of curve in the west line of 102<sup>nd</sup> Avenue, such point of curve also being in the east line of Lot 16, Block 2 of Hollywood Gardens, such point also being opposite Engineers Station "C" 282 + 97.11 P.T. shown on State Highway Map of Clackamas Overcrossing Section of Clackamas Highway, Drawing No. 1A421;
- (5) thence from said point of curve to the left northwesterly 186.46 feet to an iron bolt at a point of tangent on the north line of Lot 11, Block 2, of said Hollywood Gardens, such point also being opposite Engineers Station "C" 280 + 64.02 P.C. shown on aforesaid State Highway Map back to the point of beginning of the herein described parcel.

Excepting the following described parcel, part of the Samuel L. Campbell DLC No. 64 in Section 10, T2S, R2E, W.M., County of Clackamas and State of Oregon, described as:

Beginning at a point on the east line of said DLC, which point is 3016.86 feet north of the southeast corner of said claim;

- (1) thence west 1141.09 feet, more or less, to a point;
- (2) thence south 00° 31' 10" east 1274 feet more or less to a point on the relocated north line of State Highway 212;
- (3) thence south 89° 24' 50" east along the relocated north boundary of said highway 1126.23 feet to a point, said point being 20 feet west of the east line of Samuel L. Campbell DLC No. 64;
- (4) thence north 00° 43' 40" west 547 feet more or less to a point;
- (5) thence north 89° 24' 50" east 20 feet to a point on the east line of said DLC;
- (6) thence north 00° 43' 40" west along the east line of said DLC 716.31 feet to the point of beginning.



CHRISTA BOSSERMAN WOLFE, CPA  
DIRECTOR

**DEPARTMENT OF FINANCE**

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

June 27, 2019

Board of County Commissioners  
Clackamas County

Members of the Board:

Resolution Adopting the Clackamas County 2019-2020  
Fiscal Year Budget, making Appropriations and Imposing and  
Categorizing Taxes for the Period of July 1, 2019 through June 30, 2020

Purpose/Outcome	Budget adoption for Clackamas County FY 2019-2020
Dollar Amount and Fiscal Impact	The effect is to adopt a budget of \$862,850,923.
Funding Source	Includes Fund Balance, Fees, Licenses, Permits, Fines, Assessments and Other Service Charges, Federal, State Other Grants, Revenue from Bonds and Other Debt, Interfund Transfers, Internal Service Reimbursements, Other Resources and Taxes.
Duration	July 1, 2019-June 30, 2020
Previous Board Action/Review	Budget Committee approval June 4, 2019.
Strategic Plan Alignment	Build public trust through good government
Contact Person	Jennifer Chambers, 503-742-5405

**BACKGROUND:**

Attached are the Resolution and exhibits to adopt the budget as published and approved by the Budget Committee in accordance with state budget law, and impose taxes.

This Resolution establishes a budget for Clackamas County July 1, 2019 through June 30, 2020 inclusive of \$862,850,923.

**RECOMMENDATION:**

Staff respectfully recommends that the Board adopt the attached Resolution and exhibit.

Sincerely,

Jennifer Chambers  
Budget Manager

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

In the Matter of Adopting a Budget  
Making Appropriations and Imposing  
and Categorizing Taxes from the  
Period of July 1, 2019 to June 30,  
2020 for Clackamas County



Resolution No. \_\_\_\_\_  
*Page 1 of 2*

BE IT RESOLVED that the Board of Commissioners of Clackamas County hereby adopts the budget approved by the Clackamas County Budget Committee in compliance with Oregon Local Budget Law in the total amount of \$862,850,923 and establishes appropriations as detailed in the attached Exhibit A, which is, by this reference, incorporated herein. This budget is now on file at 2051 Kaen Road, in Oregon City, Oregon.

BE IT RESOLVED that the Budget Committee has accepted the recommendations of the Compensation Board for Elected Officials with regard to individual salary adjustments of 3.5% for Board of County Commissioners effective July 1, 2019, an individual salary adjustment of 8.1% for the Treasurer effective July 1, 2019, an individual salary adjustment of 9.0% for the Assessor effective July 1, 2019, an individual salary adjustment of 2.7% for the Clerk effective July 1, 2019 and an individual salary adjustment of 3.0% for the District Attorney effective July 1, 2019.

BE IT RESOLVED that the Board of Commissioners has accepted the methodology of using the CPI-W, West Urban rate (annual average) from the previous year for calculating cost of living adjustments for non-represented county employees. This rate is 3.5% effective July 1, 2019.

BE IT RESOLVED that in conformance with Governmental Accounting Standards Board Statement Number 54, the County acknowledges that amounts transferred from the General Fund in operational support to the Sheriff's Operations Fund (216), The District Attorney Fund (220), The Juvenile Fund (260) and the Community Corrections Fund (219) for Fiscal Year 2019-20 are 'committed funds' as defined in GASB Statement 54.

BE IT RESOLVED that the following ad valorem property taxes are hereby imposed for tax year 2019-2020 upon the assessed value of all taxable property within the district:

- (1) At the rate of \$2.4042 per \$1,000 of assessed value for permanent rate tax in cities which provide their own police patrol service; and
- (2) At the rate of \$2.9766 per \$1,000 of assessed value for permanent rate tax in remaining cities and unincorporated areas; and
- (3) At the rate of \$0.2480 per \$1,000 of assessed value for local option tax; and
- (4) In the amount of \$4,979,000 for debt service for general obligation bonds.

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

In the Matter of Adopting a Budget  
Making Appropriations and imposing  
and Categorizing Taxes from the  
Period of July 1, 2019 to June 30,  
2020, for Clackamas County



Resolution No. \_\_\_\_\_  
*Page 2 of 2*

BE IT RESOLVED that the taxes imposed are hereby categorized for purposes of Article XI section 11b as:

<b>General Government Limitation</b>	
Permanent Rate Tax	\$2.4042/\$1,000
Permanent Rate Tax	\$2.9766/\$1,000
Local Option Tax	\$0.2480/\$1,000

<b>Excluded from Limitation</b>	
General Obligation Bond Debt Service	\$4,979,000

BE RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS THAT:

The above statements were approved and declared adopted on this 27th day of June, 2019.

**DATED** this 27<sup>th</sup> day of June, 2019

**BOARD OF COUNTY COMMISSIONERS**

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Recording Secretary

**SUMMARY OF BUDGETED APPROPRIATIONS  
CLACKAMAS COUNTY, OREGON  
FISCAL YEAR 2019-20**

<u>GENERAL FUND</u>	<u>APPROPRIATION</u>
Board of County Commissioners	1,950,052
County Administration	2,567,324
County Counsel	2,941,273
Human Resources	5,039,793
Assessor	8,952,543
Clerk	3,100,581
Transportation & Development	1,244,775
Finance	7,290,234
Treasurer	1,109,763
Public & Government Affairs	5,415,113
Not Allocated to Organizational Unit:	
Personnel Services	21,895,274
Materials & Services	10,276,032
Debt Service	244,303
Special Payments	15,305,220
Interfold Transfer	118,162,863
Contingency	20,266,407
FUND TOTAL	\$ 225,761,550
 <u>COUNTY FAIR FUND</u>	
Culture, Education and Recreation	2,090,657
Not Allocated to Organizational Unit:	
Special Payments	1,000
Contingency	158,843
FUND TOTAL	\$ 2,250,500
 <u>BUILDING CODES FUND</u>	
General Government	9,366,093
Not Allocated to Organizational Unit:	
Contingency	1,451,189
FUND TOTAL	\$ 10,817,282
 <u>CLACKAMAS COUNTY RESOLUTION SVCS FUND</u>	
General Government	1,698,279
FUND TOTAL	\$ 1,698,279

Exhibit A

**SUMMARY OF BUDGETED APPROPRIATIONS**  
**CLACKAMAS COUNTY, OREGON**  
FISCAL YEAR 2019-20

BUSINESS & ECONOMIC DEVELOPMENT FUND

Economic Development	4,357,086
Not Allocated to Organizational Unit:	
Interfold Transfer	63,000
Special Payments	932,344
Contingency	775,511
FUND TOTAL	<u>\$ 6,127,941</u>

DISASTER MANAGEMENT FUND

Public Safety and Protection	3,904,184
Not Allocated to Organizational Unit:	
Special Payments	182,000
Contingency	575,191
FUND TOTAL	<u>\$ 4,661,375</u>

LAW LIBRARY FUND

Public Safety and Protection	475,367
Not Allocated to Organizational Unit:	
Contingency	19,373
FUND TOTAL	<u>\$ 494,740</u>

LIBRARY SERVICES FUND

Culture, Education and Recreation	5,975,912
Not Allocated to Organizational Unit:	
Special Payments	2,100,000
Contingency	265,085
FUND TOTAL	<u>\$ 8,340,997</u>

PARKS FUND

Culture, Education and Recreation	3,015,287
Not Allocated to Organizational Unit:	
Special Payments	50,000
Contingency	185,970
FUND TOTAL	<u>\$ 3,251,257</u>

Exhibit A

**SUMMARY OF BUDGETED APPROPRIATIONS**  
**CLACKAMAS COUNTY, OREGON**  
FISCAL YEAR 2019-20

PLANNING FUND

Economic Development	4,684,273
Not Allocated to Organizational Unit:	
Contingency	536,704
FUND TOTAL	<u>\$ 5,220,977</u>

ROAD FUND

Public Ways and Facilities	66,812,018
Not Allocated to Organizational Unit:	
Special Payments	2,496,182
Contingency	6,510,782
FUND TOTAL	<u>\$ 75,818,982</u>

SHERIFF FUND

Public Safety and Protection	99,299,321
Not Allocated to Organizational Unit:	
Interfold Transfer	452,889
Special Payments	45,000
FUND TOTAL	<u>\$ 99,797,210</u>

CODE ENFORCEMENT, RESOURCE CONSERVATION & SOLID WASTE & SEPTIC  
ONSITE WASTEWATER PROGRAM

General Government	5,162,431
Not Allocated to Organizational Unit:	
Interfold Transfer	75,000
Contingency	665,787
FUND TOTAL	<u>\$ 5,903,218</u>

PROPERTY RESOURCES FUND

General Government	1,129,202
Not Allocated to Organizational Unit:	
Special Payments	140,000
Interfold Transfer	100,000
Contingency	160,902
FUND TOTAL	<u>\$ 1,530,104</u>

Exhibit A

**SUMMARY OF BUDGETED APPROPRIATIONS**  
**CLACKAMAS COUNTY, OREGON**  
FISCAL YEAR 2019-20

COMMUNITY CORRECTIONS FUND

Public Safety and Protection	18,058,632
Not Allocated to Organizational Unit:	
Special Payments	106,277
FUND TOTAL	<u>\$ 18,164,909</u>

DISTRICT ATTORNEY FUND

Public Safety and Protection	14,499,039
Not Allocated to Organizational Unit:	
Special Payments	440,000
FUND TOTAL	<u>\$ 14,939,039</u>

JUSTICE COURT FUND

Public Safety and Protection	2,039,924
Not Allocated to Organizational Unit:	
Special Payments	1,800,000
Interfold Transfer	700,000
Contingency	725,645
FUND TOTAL	<u>\$ 5,265,569</u>

TRANSPORTATION SYSTEM DEVELOPMENT CHARGE FUND

Public Ways and Facilities	107,844
Not Allocated to Organizational Unit:	
Special Payments	1,546,000
Interfold Transfer	55,000
Contingency	2,339,019
FUND TOTAL	<u>\$ 4,047,863</u>

PUBLIC LAND CORNER PRESERVATION FUND

Public Ways and Facilities	737,048
Not Allocated to Organizational Unit:	
Contingency	166,722
FUND TOTAL	<u>\$ 903,770</u>



Exhibit A

**SUMMARY OF BUDGETED APPROPRIATIONS**  
**CLACKAMAS COUNTY, OREGON**  
FISCAL YEAR 2019-20

HEALTH, HOUSING & HUMAN SERVICES ADMINISTRATION FUND

Health and Human Services	3,123,069
Not Allocated to Organizational Unit:	
Interfold Transfer	466,510
FUND TOTAL	<u>\$ 3,589,579</u>

BEHAVIORAL HEALTH FUND

Health and Human Services	24,962,147
Not Allocated to Organizational Unit:	
Special Payments	649,948
Interfold Transfer	5,923
Contingency	4,142,604
FUND TOTAL	<u>\$ 29,760,622</u>

SOCIAL SERVICES FUND

Health and Human Services	31,371,343
Not Allocated to Organizational Unit:	
Special Payments	995,842
Interfold Transfer	11,103
Contingency	1,987,214
FUND TOTAL	<u>\$ 34,365,502</u>

COMMUNITY DEVELOPMENT FUND

Economic Development	5,767,768
Not Allocated to Organizational Unit:	
Special Payments	400,000
Contingency	483,439
FUND TOTAL	<u>\$ 6,651,207</u>

CHILDREN, FAMILY AND COMMUNITY CONNECTIONS FUND

Health and Human Services	8,022,226
Not Allocated to Organizational Unit:	
Special Payments	1,332,213
Interfold Transfer	6,290
FUND TOTAL	<u>\$ 9,360,729</u>

Exhibit A

**SUMMARY OF BUDGETED APPROPRIATIONS**  
**CLACKAMAS COUNTY, OREGON**  
FISCAL YEAR 2019-20

DOG SERVICES FUND

Health and Human Services	2,882,742
Not Allocated to Organizational Unit:	
Contingency	228,531
FUND TOTAL	<u>\$ 3,111,273</u>

EMPLOYER CONTRIBUTION RESERVE FUND

Not Allocated to Organizational Unit:	
Contingency	2,757,044
FUND TOTAL	<u>\$ 2,757,044</u>

COUNTY SAFETY NET LEGISLATION LOCAL PROJECTS FUND

Not Allocated to Organizational Unit:	
Materials & Services	13,174
Special Payments	346,257
FUND TOTAL	<u>\$ 359,431</u>

PUBLIC HEALTH FUND

Health and Human Services	9,810,764
Not Allocated to Organizational Unit:	
Special Payments	501,657
Contingency	538,516
FUND TOTAL	<u>\$ 10,850,937</u>

CLACKAMAS HEALTH CENTERS FUND

Health and Human Services	39,493,172
Not Allocated to Organizational Unit:	
Interfold Transfer	29,541
Contingency	7,295,956
FUND TOTAL	<u>\$ 46,818,669</u>

TRANSIENT ROOM TAX FUND

Not Allocated to Organizational Unit:	
Materials & Services	100,000
Interfold Transfer	5,325,636
FUND TOTAL	<u>\$ 5,425,636</u>

Exhibit A

**SUMMARY OF BUDGETED APPROPRIATIONS**  
**CLACKAMAS COUNTY, OREGON**  
FISCAL YEAR 2019-20

TOURISM DEVELOPMENT FUND

Culture, Education and Recreation	5,512,297
Not Allocated to Organizational Unit:	
Special Payments	299,360
Contingency	450,000
FUND TOTAL	<u>\$ 6,261,657</u>

FOREST MANAGEMENT FUND

Culture, Education and Recreation	1,979,455
Not Allocated to Organizational Unit:	
Special Payments	10
Interfold Transfer	280,847
Contingency	112,000
FUND TOTAL	<u>\$ 2,372,312</u>

JUVENILE FUND

Public Safety and Protection	11,867,550
Not Allocated to Organizational Unit:	
Contingency	150,000
FUND TOTAL	<u>\$ 12,017,550</u>

CLACKAMAS COUNTY DEBT SERVICE FUND

Not Allocated to Organizational Unit:	
Debt Service	8,707,061
FUND TOTAL	<u>\$ 8,707,061</u>

GENERAL OBLIGATION BOND DEBT SERVICE FUND

Not Allocated to Organizational Unit:	
Debt Service	4,907,325
FUND TOTAL	<u>\$ 4,907,325</u>

CAPITAL PROJECTS RESERVE FUND

Public Ways and Facilities	13,031,791
FUND TOTAL	<u>\$ 13,031,791</u>

Exhibit A

**SUMMARY OF BUDGETED APPROPRIATIONS**  
**CLACKAMAS COUNTY, OREGON**  
FISCAL YEAR 2019-20

LID CONSTRUCTION FUND

Public Ways and Facilities

Not Allocated to Organizational Unit:

Interfold Transfer

29,429

FUND TOTAL

\$ 29,429

STONECREEK GOLF COURSE FUND

Golf Course (Business-type Activity)

2,785,956

Not Allocated to Organizational Unit:

Special Payments

5,000

Interfold Transfer

200,000

Contingency

250,038

FUND TOTAL

\$ 3,240,994

CLACKAMAS BROADBAND UTILITY FUND

Broadband Utility (Business-type Activity)

2,102,098

Not Allocated to Organizational Unit:

Special Payments

38,000

Contingency

150,000

FUND TOTAL

\$ 2,290,098

RECORDS MANAGEMENT FUND

General Government

761,442

Not Allocated to Organizational Unit:

Contingency

36,670

FUND TOTAL

\$ 798,112

FACILITIES MANAGEMENT FUND

General Government

13,278,317

Not Allocated to Organizational Unit:

Contingency

180,000

FUND TOTAL

\$ 13,458,317

TELECOMMUNICATIONS SERVICES FUND

General Government

3,773,058

FUND TOTAL

\$ 3,773,058

Exhibit A

**SUMMARY OF BUDGETED APPROPRIATIONS  
CLACKAMAS COUNTY, OREGON  
FISCAL YEAR 2019-20**

TECHNOLOGY SERVICES FUND

General Government	14,216,696
Not Allocated to Organizational Unit: Contingency	530,000
FUND TOTAL	<u>\$ 14,746,696</u>

CENTRAL DISPATCH FUND

Public Safety and Protection	8,765,100
Not Allocated to Organizational Unit: Special Payments	901,758
Contingency	203,408
FUND TOTAL	<u>\$ 9,870,266</u>

SELF-INSURANCE FUND

General Government	34,587,889
Not Allocated to Organizational Unit: Contingency	6,557,059
FUND TOTAL	<u>\$ 41,144,948</u>

RISK MANAGEMENT CLAIMS FUND

General Government	5,177,681
Not Allocated to Organizational Unit: Contingency	9,065,373
FUND TOTAL	<u>\$ 14,243,054</u>

FLEET SERVICES FUND

General Government	6,158,366
Not Allocated to Organizational Unit: Contingency	521,951
FUND TOTAL	<u>\$ 6,680,317</u>

<b>TOTAL</b>	<b>805,619,176</b>
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TOTAL APPROPRIATED	805,619,176
TOTAL UNAPPROPRIATED	57,231,747
TOTAL ADOPTED BUDGET	<u>\$ 862,850,923</u>



**OFFICE OF COUNTY COUNSEL**

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

**Stephen L. Madkour**  
County Counsel

**Kathleen Rastetter**  
**Scott C. Ciecko**  
**Amanda Keller**  
**Nathan K. Boderman**  
**Shawn Lillegren**  
**Jeffrey D. Munns**  
**Andrew R. Naylor**  
**Andrew Narus**  
**Sarah Foreman**  
Assistants

June 27, 2019

Board of County Commissioners  
Clackamas County

Members of the Board:

APPROVAL OF A RESOLUTION ADOPTING CHANGED FEES  
FOR CLACKAMAS COUNTY FOR FISCAL YEAR 2019-2020

<b>Purpose/Outcomes</b>	The approval of the attached resolution completes the process of adopting fees for Fiscal Year 2019-2020. If approved, these fees will be incorporated into County Code and will be effective July 1, 2019.
<b>Dollar Amount and Fiscal Impact</b>	The cost to implement the new fees would be internal to the county involving staff time and resources.
<b>Funding Source</b>	Not applicable.
<b>Duration</b>	Fees will be effective July 1, 2019.
<b>Previous Board Action</b>	The Board heard from individual departments at various study sessions regarding these fees.
<b>Counsel Review</b>	6/18/19
<b>Contact Person</b>	Anja Mundy, County Counsel x 5396

**Background:**

All fees are reviewed annually by county departments. After review, departments propose new or changed fees for consideration by the Board in study session. The attached resolution reflects the new or changed fees. These fees have been previously reviewed by the Board and tentatively approved for adoption.

**Recommendation:**

Staff recommends the Board of County Commissioners approve and sign the attached resolution adopting changed fees for Clackamas County Fiscal Year 2019-2020.

Respectfully submitted,



Stephen L. Madkour  
County Counsel

A RESOLUTION OF THE CLACKAMAS  
COUNTY BOARD OF COUNTY  
COMMISSIONERS ADOPTING  
CHANGED COUNTY FEES FOR  
FISCAL YEAR 2019-2020.

RESOLUTION NO. \_\_\_\_\_

NOW, THEREFORE; BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS  
THAT:

Section 1: Pursuant to Section 1.01.090 of the Clackamas County Code, the Board adopts the fees shown on the attachment which are incorporated by this reference.

Section 2: The Board hereby directs that the changes to fees shown on the attachment shall be included in Appendix A of the Clackamas County Code.

Section 3: The County shall charge all fees set by state or federal law. If such a fee is changed the County shall charge the new amount when it becomes effective.

Section 4: Pursuant to ORS 310.145, the Board classifies the fees adopted by this resolution as fees not subject to the limits of section 11b, Article XI of the Oregon Constitution.

Section 5: Effective Date. The changes to fees authorized by Section 1 of this resolution and shown on the attachments shall become effective on July 1, 2019.

DATED this 27<sup>th</sup> day of June, 2019.

CLACKAMAS COUNTY BOARD OF COMMISSIONERS

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Recording Secretary



**DTD FEES 2019-2010**

	A	B	C	D	E	F	G
1	DEPARTMENT/DIVISION	AUTH. LEGISLATION	FEE SET BY ORS	ORS AUTH. FEE	CODE AUTH. FEE	CURRENT FEE AMOUNT	PROPOSED FEE 2019-2020
159	<b>DTD - DOG SERVICES</b>				x		
163	<b>Licensing</b>	Code §5.01.030			x		
164	<b>Fertile</b> Valid 0-12 months					\$41	No change
165	Valid 13-24 months					\$72	\$82
166	Valid 25-36 months					\$108	\$119
167	<b>Altered</b> Valid 0-12 months					\$24	No change
168	Valid 13-24 months					\$46	\$48
169	Valid 25-36 months					\$66	\$68
172	Microchipping	Code §1.01.090			x	\$0	\$20
180	Daily Board	Code §5.01.060.C			x	\$20/day-no max	\$24/day-no max
181	<b>Adoption Fee - Fee includes spay/neuter if needed, rabies vaccination, base vaccinations (DHPP &amp; Bordetella), microchip, in-house veterinary exam and first year license</b>	<b>Code §5.01.060.F</b>			x		
182	Dogs over 6 years					\$86	\$110
183	Dogs under 6 years, including puppies					\$126	\$150
184	Spay/Neuter	Code §1.01.090				\$60	\$100
191	Owner surrender	Code §1.01.090			x	\$105	\$125
192	Dead animal disposal	Code §1.01.090			x	\$40	\$55
193	Outside license sales - veterinarian retention, flat fee per license sale	Code §1.01.090			x	\$3	\$5

**DTD FEES 2019-2010**

	A	B	C	D	E	F	G
1	DEPARTMENT/DIVISION	AUTH. LEGISLATION	FEE SET BY ORS	ORS AUTH. FEE	CODE AUTH. FEE	CURRENT FEE AMOUNT	PROPOSED FEE 2019-2020
194	<b>DTD - ENGINEERING</b>				x		
195	Erosion Control Permit - Single-Family Residence	Code §1.01.090			x	\$0	\$310
196	Erosion Control Permit - Non-Single Family Residence	Code §1.01.090			x	\$0	\$460 + \$80/acre over one acre
197	Erosion Control Inspection Fee	Code §1.01.090			x	\$0	\$70 + \$25/acre over one acre
219	Temporary Road Closures	Code §1.01.090			x	\$195	\$350
250	<b>DTD - PLANNING – Land Use Applications</b>						
251	Accessory Historic Dwelling	ZDO §1307.15			x	\$0	\$315
269	Groundwater Hydrogeologic Review/Supplemental Review by a Qualified Professional	ZDO 1002			x	\$530/actual cost of professional review with a \$765 upfront deposit	\$530 permit fee + non-refundable \$2,700 hydrogeologist review fee.
283	Nonconforming Use - Alteration or Verification	ZDO §1307.15			x	\$635	\$700
304	Vested Right Determination	ZDO §1307.15			x	\$635	\$700

**DTD FEES 2019-2010**

	A	B	C	D	E	F	G
1	DEPARTMENT/DIVISION	AUTH. LEGISLATION	FEE SET BY ORS	ORS AUTH. FEE	CODE AUTH. FEE	CURRENT FEE AMOUNT	PROPOSED FEE 2019-2020
425	DTD - SDC			x			
426	Transportation SDC - Annual CPI Adjustment	Code §11.03.030.J		x	x		+ 4.9307% increase of existing fees [See attached rate table.]
512	DTD - TRANSPORTATION MAINTENANCE				x		

**DTD FEES 2019-2010**

	A	B	C	D	E	F	G
1	DEPARTMENT/DIVISION	AUTH. LEGISLATION	FEE SET BY ORS	ORS AUTH. FEE	CODE AUTH. FEE	CURRENT FEE AMOUNT	PROPOSED FEE 2019-2020
513	Canby Ferry Ridership Fees	Code §1.01.090			x		The Department of Transportation and Development, may, as part of standard Canby Ferry operations, advertise and offer a discounted fare and/or modified operational hours as a promotion during key community events (such as the County Fair). The advertisements may be publicized through the #ClackCo newsletter, on the #ClackCo website and through other county information outlets, including social media, as well as outside materials advertising the community event, depending on the timeline in relation to the advertised event. Confirmation of event attendance may be required to take advantage of the discount, but any terms and conditions will be included in the advertisement.
514	Motorcycles, bicycles and pedestrians					\$2	\$3
519	Punch Pass 20 crossings (1 space vehicle)					\$60	\$80
520	<b>DTD - WEIGHMASTER</b>				x		
522	Motor Carrier Permit Refunds	Code §1.01.090			x	\$0	No refund provided for permits voided after issuance.

## DTD BUILDING CODES FEES

<b>DTD - BUILDING CODES DIVISION</b>				
All Collected Fees	ORS 455			12% are returned to the State
Inspections outside normal business hours (minimum charge 4 hours)	ORS 455		x	\$85 + OT
Reinspection fees	ORS 455			\$85
Inspections for which no fee is specifically indicated (min. ½ hour)	ORS 455		x	\$85/hr
Add'l plan review required by change, additions, or revisions to approve plans (min. charge 1 hour)	ORS 455		x	\$85/hr
Residential Certificate of Occupancy (charged at time of permit issuance)			x	\$42.50
Temporary Certificate of Occupancy (commercial)			x	\$85/hr with min. 2 hr chrg.
Certificate of Occupancy (commercial)			x	\$85/hr with min. 2 hr chrg.
<b>1 &amp; 2 Family Mechanical Minimum permit fee &amp; reinspection fee</b>	ORS 455			\$85
<b>For each supplemental permit</b>	ORS 455			\$21
<b>HVAC:</b>				
Air Conditioner	ORS 455		x	\$18
Alteration of existing HVAC system Alteration of Existing Ductwork	ORS 455		x	\$18
Fire/Smoke Dampers/duct smoke detectors	ORS 455			\$12
Heat Pump	ORS 455		x	\$18
Install/replace/relocate heaters-suspended, wall or floor mounted	ORS 455		x	\$18
<del>Vent for appliance other than furnace-</del>	<del>ORS 455-</del>		<del>x</del>	<del>\$12-</del>
<b>Environmental exhaust &amp; ventilation:</b>			x	
Appliance vent	ORS 455		x	\$12
Exhaust fan with single duct (bath fans) Exhaust Fan	ORS 455		x	\$9
Dryer Exhaust	ORS 455			\$9
Hoods, type I/II res. kitchen/hazmat hood fire suppression systems- Kitchen Exhaust	ORS 455		x	\$12
Exhaust system apart from heating and AC	ORS 455		x	\$9-
Fuel Piping & Distribution (up to 4 outlets)	ORS 455			\$5-
Fuel Piping (over 4 outlets, each add'l)	ORS 455			\$2-
Other appliance/equipment:			x	

## DTD BUILDING CODES FEES

Decorative fireplace	ORS 455				\$18
Insert-type	ORS 455				\$18
Woodstove/Pellet Stove	ORS 455				\$18
<b>HVAC Air Handling Unit</b>	ORS 455		x		
0-10K CFM			x		\$12
over 10K CFM			x		\$23
<b>Boiler/Compressor</b>	ORS 455		x		
to 3HP/100K BTU-Boiler not to exceed 1.5 cubic feet					\$18
to 15hp/500k BTU					<del>\$33</del>
to 30HP/1.00m BTU			x		<del>\$44</del>
to 50HP/1.75m BTU					<del>\$68</del>
>50HP/1.75 BTU					<del>\$109</del>
<b>Furnace</b>	ORS 455				
to 100K BTU					\$18
>100K BTU					\$23
<b>Refrigeration</b>	ORS 455		x		
Absorption unit to 100k BTU					<del>\$18</del>
>100k BTU	ORS 455				<del>\$23</del>
<b>Chillers/Compressors</b>	ORS 455		x		
to 3HP/100K BTU					<del>\$18</del>
to 15HP/500K BTU			x		<del>\$33</del>
to 30HP/1.00m BTU			x		<del>\$44</del>
to 50HP/1.75m BTU					<del>\$68</del>
>50HP/1.75 BTU					<del>\$109</del>
<b>Fuel Piping</b>	ORS 455				
0 – 4 outlets					\$5
each additional (4 or more outlets requires a schematic)					\$2
<b>Process Piping</b>	ORS 455		x		
0 – 4 outlets					<del>\$5</del>
each additional					<del>\$2</del>
Residential Plan Review (when applicable)	ORS 455		x		25% of permit fee
<b>Other -Mechanical Equipment</b>	ORS 455				
Water Heater					\$9
Cooktop			x		\$12
Gas logs			x		\$12
LPG Tanks/Regulators-Fuel Gas Regulator					\$12

## DTD BUILDING CODES FEES

<b>Mechanical Commercial</b>	ORS 455				\$85 min. + a fee based on valuations listed below
<b>Based on Valuation Minimum</b>					
\$1 - \$5,000	ORS 455				\$85
\$5,001 - \$10,000	ORS 455		x		\$85 + \$1.66 per \$100 over \$5,000
\$10,001 to \$100,000	ORS 455				\$168 + \$12.34 per \$1,000 over \$10,000
\$100,000 +	ORS 455		x		\$1,279 + \$8.47 per \$1,000 over \$100,000
Commercial Plan Review	ORS 455		x		25% of base HVAC fee-25% of permit fee
<b>Manufactured Dwellings, Park Trailers, Cabana Fees</b>			x		
Site installation/set up fee for manufactured dwelling, park trailer or cabana	ORS 455 & 446		x		\$407
Earthquake Resistant Bracing system installation fee. In addition to site installation fee described above.	ORS 455 & 446		x		\$103
Reinspection fee per each inspection. Fee must be paid prior to next inspection	ORS 455 & 446				\$85
Installations w/o permits	ORS 455 & 446		x		Actual cost of investigation
Inspections outside normal business hours. Min. of four hours OT rate	ORS 455 & 446		x		\$85/hr
Oregon Mfg. Dwelling Standard Publication. Required when no installer is involved.	ORS 455 & 446		x		\$12
Mobile Home Park construction & recreational park development	ORS 446		x		Varies w/ number of spaces
<b>Electrical Fees</b>	ORS 455 & 479		x		
<b>Fee includes a prescribed number of inspections. See Electrical Permit application for quantities.</b>			x		
Electrical plan review is required for new construction and alterations in the following locations per OAR 918-311-0040:			x		25% of Permit fee
A. Service or feeder beginning at 400 amps with available fault current greater than 10,000 amps at 150 volts or less to ground or any system greater than 14,000 volts					
B. Installation of a 150 KVA or larger separately derived system per Article 100 of the NEC					

## DTD BUILDING CODES FEES

C. Addition of a new motor load greater than 100 HP or more					
D. Fire pump installations as defined in Article 695 of the NEC					
E. Emergency systems installations as defined in Article 700 of the NEC					
F. 6 or more residential units in one structure or any A, E, 1-2 or 1-3 occupancies as defined in the Oregon Structural Speciality Code					
G. Service or feeder rated at 60 amps or over					
H. System over 600 supply volts nominal					
I. Building more than 3 stories in height					
J. Building over 10,000 sq. ft.					
K. Occupant load over 99 persons					
L. Manufactured Structures Park or Recreational Vehicle Park; new addition or alterations					
M. Classified area or structure containing special occupancy as described in NEC Chapter 5					
Residential single-or multi-family dwelling units including attached garages	ORS 455 & 479				\$270
And covered areas not more than 1,000 sq. ft.					
Each additional 500 Sq. ft.	ORS 455 & 479				\$55
Limited energy: up to two inspections only	ORS 455 & 479				\$109
Limited Energy, Residential					\$109
Limited Energy, Multi-family					\$109
Note: This fee covers all limited energy systems in residential occupancies when installed at the same time by the permittee. Installations such as antenna wire, computer wire, and alarm wire done by other contractors require separate permits and fees. No limited energy permit is required if the original permittee installs wire for doorbells, garage door openers, and heating & air conditioning controls			x		
Manufactured Home Service or feeder	ORS 455 & 479				\$109
<b>Temp. Const. Service, Feeder</b>	ORS 455 & 479				



## DTD BUILDING CODES FEES

Less than 200 amps					\$94
201-400 amps			x		\$200
401-600 amps			x		\$270
601-1000 amps					\$482
>1000 amps					\$882
<b>Permanent Service, Feeder</b>	ORS 455 & 479				
<200 amps					\$161
201-400 amps					\$213
401-600 amps			x		\$321
601-1000 amps					\$482
>1000 amps					\$882
Service Reconnect only	ORS 455 & 479				\$109
<b>Branch Circuits-new, alteration, extension per panel</b>	ORS 455 & 479				
With purchase service or feeder					\$12
Without purchase service or feeder:			x		
First circuit			x		\$90
Each additional					\$12
<b>Renewable Electrical Energy</b>	ORS 455 & 479				
5 kva or less (2)					\$144
5.01 to 15 kva (2)					\$169
15.01 to 25 kva (2)			x		\$280
Misc. fees, hourly rate					\$85
Each additional inspection					\$85
<b>Special Fees</b>	ORS 455 & 479				
Water/sewer pump					\$109
Sign/Outline Lighting					\$109
Signal Circuit/Limited Energy panel, alteration or extension			x		\$109
Minimum permit fee and reinspection fee					\$85
Master Permit Fee per hour (aka Electrical in-plant inspections)					\$85/hour
<b>Commercial/Industrial Structural Code Fees</b>	ORS 455				
Fire & life safety plan review					65% of building permit fee

## DTD BUILDING CODES FEES

In conjunction with regular plan review					35% of building permit fee
Independently			x		40% of building permit fee
\$1.00 - \$2,000	ORS 455				\$85
\$2,001 - \$25,000	ORS 455				\$85 + \$7.40 per \$1,000 over \$2,000 to \$25,000
\$25,001 - \$50,000	ORS 455				\$255.20 + \$6.72 per \$1,000 over \$25,000 to \$50,000
\$50,001 to \$100,000	ORS 455		x		\$423.20 + \$4.48 per \$50,001 to \$100,000
\$100,001 +	ORS 455		x		\$647.20 + \$3.75 for each additional \$1,000
<b>1&amp;2 Family Structural Fees</b>			x		
<b>New Construction, Additions, Remodels, Alterations</b>			x		
<b>Regular plan review</b>	ORS 455		x		65% of building permit fee
\$1.00 - \$500.00	ORS 455				\$85
\$501 - \$2,000	ORS 455				\$85
\$2,001 - \$25,000	ORS 455		x		\$85 + \$7.40 per \$1,000 over \$2,000 to \$25,000
\$25,001 - \$50,000	ORS 455		x		\$255.20 + \$6.72 per \$1,000 over \$25,000 to \$50,000
\$50,001 to \$100,000	ORS 455		x		\$423.20 + \$4.48 per \$1,000 over \$100,000
\$100,000.00 +	ORS 455		x		\$647.20+\$3.75 for each \$1,000
Research fee	Code §1.01.090		x		\$70/hour - 1 hour minimum
Credit/Debit card service fee	Code §1.01.090		x		2.16% on transactions

## Transportation System Development Charge Fees

	A	B	C	D
1	Proposed 4.9307% Increase Effective July 1, 2019			
2	<b>LAND USE CATEGORY</b>	<b>UNITS</b>	<b>CURRENT TSDC PER UNIT<sup>3</sup> [Effective 01/01/2018]</b>	<b>PROPOSED TSDC PER UNIT<sup>3</sup> [4.9307% Increase]</b>
3	<b>AUTOMOBILE SERVICE</b>			
4	Automobile Care Center	1,000 gross square feet	\$7,045	<b>\$7,392</b>
5	Quick Lubrication Vehicle Shop	Service positions	\$11,757	<b>\$12,337</b>
6	Service Station	Fueling positions	\$12,456	<b>\$13,070</b>
7	State Motor Vehicles Department	1,000 gross square feet	\$76,283	<b>\$80,044</b>
8				
9	Bank	1,000 gross square feet	\$26,548	<b>\$27,857</b>
10	Church	1,000 gross square feet	\$4,186	<b>\$4,392</b>
11	Day Care	Students	\$886	<b>\$930</b>
12	Education	Students	\$695	<b>\$729</b>
13	Hospital	Beds	\$5,946	<b>\$6,239</b>
14				
15	<b>HOUSING</b>			
16	Apartment	Dwelling units	\$3,056	<b>\$3,207</b>
17	Assisted Living	Beds	\$1,241	<b>\$1,302</b>
18	Mobile Home in Park	Spaces	\$2,293	<b>\$2,406</b>
19	Residential Condo/Townhouse	Dwelling units	\$2,670	<b>\$2,802</b>

## Transportation System Development Charge Fees

	A	B	C	D
1	Proposed 4.9307% Increase Effective July 1, 2019			
2	<b>LAND USE CATEGORY</b>	<b>UNITS</b>	<b>CURRENT TSDC PER UNIT<sup>3</sup> [Effective 01/01/2018]</b>	<b>PROPOSED TSDC PER UNIT<sup>3</sup> [4.9307% Increase]</b>
20	Senior	Dwelling units	\$1,404	<b>\$1,473</b>
21	Single-family Detached	Dwelling units	\$4,374	<b>\$4,590</b>
22				
23	Hotel / Motel	Rooms	\$3,754	<b>\$3,939</b>
24	Industrial / Manufacturing / Warehouse	1,000 gross square feet	\$1,936	<b>\$2,031</b>
25	Library	1,000 gross square feet	\$25,841	<b>\$27,115</b>
26	Medical / Dental	1,000 gross square feet	\$16,601	<b>\$17,420</b>
27	Military Base	Employees	\$818	<b>\$858</b>
28	Nursery	1,000 gross square feet	\$20,652	<b>\$21,670</b>
29	Office	1,000 gross square feet	\$4,796	<b>\$5,032</b>
30	Parking / Transit	Parking spaces	\$2,068	<b>\$2,170</b>
31	Pharmacy	1,000 gross square feet	\$15,288	<b>\$16,042</b>
32	Post Office	1,000 gross square feet	\$41,260	<b>\$43,294</b>
33				
34	<b>RECREATION</b>			
35	Bowling Alley	Bowling lanes	\$5,897	<b>\$6,188</b>
36	Campground/RV Park	Sites	\$1,055	<b>\$1,107</b>

## Transportation System Development Charge Fees

	A	B	C	D
1	Proposed 4.9307% Increase Effective July 1, 2019			
2	<b>LAND USE CATEGORY</b>	<b>UNITS</b>	<b>CURRENT TSDC PER UNIT<sup>3</sup> [Effective 01/01/2018]</b>	<b>PROPOSED TSDC PER UNIT<sup>3</sup> [4.9307% Increase]</b>
37	Casino/Video Lottery Establishment	1,000 gross square feet	\$52,452	<b>\$55,038</b>
38	Club, Health/Fitness	1,000 gross square feet	\$13,787	<b>\$14,467</b>
39	Club, Racquet/Tennis	Courts	\$17,782	<b>\$18,659</b>
40	Community Center	1,000 gross square feet	\$15,540	<b>\$16,306</b>
41	Golf Course	Holes	\$16,422	<b>\$17,232</b>
42	Golf Driving Range	Tee/drive positions	\$4,882	<b>\$5,123</b>
43	Marina	Berths	\$1,360	<b>\$1,427</b>
44	Movie Theater	Movie screens	\$53,272	<b>\$55,899</b>
45	Park	Acres	\$958	<b>\$1,005</b>
46	Soccer Complex	Fields	\$32,775	<b>\$34,391</b>
47				
48	<b>RESTAURANT</b>			
49	Coffee/Donut Shop	1,000 gross square feet	\$41,373	<b>\$43,413</b>
50	Fast Food	1,000 gross square feet	\$61,548	<b>\$64,583</b>
51	Restaurant, Other	1,000 gross square feet	\$15,048	<b>\$15,790</b>
52				
53	<b>STORE</b>			

## Transportation System Development Charge Fees

	A	B	C	D
1	Proposed 4.9307% Increase Effective July 1, 2019			
2	<b>LAND USE CATEGORY</b>	<b>UNITS</b>	<b>CURRENT TSDC PER UNIT<sup>3</sup> [Effective 01/01/2018]</b>	<b>PROPOSED TSDC PER UNIT<sup>3</sup> [4.9307% Increase]</b>
54	Automobile Parts Sales	1,000 gross square feet	\$16,214	<b>\$17,013</b>
55	Automobile Sales	1,000 gross square feet	\$9,795	<b>\$10,278</b>
56	Building & Hardware	1,000 gross square feet	\$14,115	<b>\$14,811</b>
57	Convenience Market	1,000 gross square feet	\$106,924	<b>\$112,196</b>
58	Discount (free-standing)	1,000 gross square feet	\$10,743	<b>\$11,273</b>
59	Factory Outlet Center	1,000 gross square feet	\$8,064	<b>\$8,462</b>
60	Furniture	1,000 gross square feet	\$1,093	<b>\$1,147</b>
61	Other Shopping/Retail	1,000 gross square feet of leasable area	\$10,665	<b>\$11,191</b>
62	Supermarket	1,000 gross square feet	\$12,214	<b>\$12,816</b>
63	Tires	1,000 gross square feet	\$7,482	<b>\$7,851</b>
64				
65	<i><sup>1</sup> Based on average weekday trips</i>			
66	<i><sup>2</sup> Italicized daily trip rate calculated as afternoon (PM) Peak Hour multiplied by system average daily to PM peak ratio (8.5)</i>			
67	<i><sup>3</sup> Includes compliance cost</i>			

### H3S ENVIRONMENTAL HEALTH FEES

	A	B	C	D	E	F	G
1	Department/Division	AUTH. LEGISLATION	FEE SET BY ORS	ORS AUTH. FEE	CODE AUTH. FEE	CURRENT FEE AMOUNT	PROPOSED FEE AMOUNT FOR FY 2019/2020
2	ENVIRONMENTAL HEALTH - Public Health	Code §1.01.090, ORS 624.510(2), OAR 333-012-0053					
3	Food Service/Restaurant Licenses						
4	Full Service Restaurants	ORS 624.490(1)					
5	0-15 seats			x		\$568	\$690
6	16-50 seats			x		\$637	\$765
7	51-150 seats			x		\$732	\$840
8	151+ seats			x		\$847	\$990
9	Limited Restaurants	ORS 624.490(1)		x		\$325	\$475
10	License Reinstatement Fee	ORS 624.490(2)	x			\$100	\$100
11	Benevolent Kitchen	ORS 624.490(3)		x		\$0	\$40
12	Bed & Breakfasts	ORS 624.490(1)					
13	Breakfast only			x		\$243	\$465
14	Full menu			x		\$469	*
15	Temporary Restaurants	ORS 624.490(1)					
16	Single event			x		\$152	\$160
17	Intermittent			x		\$152	\$160
18	Seasonal			x		\$152	\$160
19	Temporary Restaurant Late Fee			x		\$27	\$50
20	Benevolent	ORS 624.106, ORS 624.490(3)					
21	1 day event			x		\$0	\$50
22	2 day event			x		\$0	\$50
23	3-4 day event			x		\$0	\$50
24	5-30 day event			x		\$0	\$50
25	90 day event			x		\$0	\$50
26	Mobile Units & Pushcarts	ORS 624.490(1)					
27	Class I			x		\$217	\$600
28	Class II			x		\$327	\$600
29	Class III			x		\$375	\$690
30	Class IV			x		\$391	\$708
31	Commissaries	ORS 624.490(1)		x		\$403	\$705
32	Comb. commissaries			x		\$77	\$465
33	Warehouses	ORS 624.490(1)		x		\$152	\$390
34	Food Worker Certificate	ORS 624.570(5)	x			\$10	\$10
35	Duplicate	ORS 624.570(5)	x			\$5	\$5
36	Pool/Spa	ORS 448.035(2)					
37	Year round primary			x		\$489	\$840
38	Year round secondary			x		\$326	\$505
39	Seasonal primary			x		\$267	\$465
40	Seasonal secondary			x		\$191	\$280
41	Day care	Code §1.01.090					
42	Family Home (15 children max)				x	\$152	\$262
43	School Care Facility				x	\$227	\$262
44	Child Care Centers (1-40 children)				x	\$303	\$337

### H3S ENVIRONMENTAL HEALTH FEES

	A	B	C	D	E	F	G
1	Department/Division	AUTH. LEGISLATION	FEE SET BY ORS	ORS AUTH. FEE	CODE AUTH. FEE	CURRENT FEE AMOUNT	PROPOSED FEE AMOUNT FOR FY 2019/2020
45	Child Care Centers (41+children)	Code §1.01.090			x	\$346	\$412
46	Certificates of Sanitation Well/Septic						
47	Septic Inspections					\$178	**
48	Well Inspections	Code §1.01.090, ORS 448.271			x	\$403	\$525
49	Well/Septic (combination)					\$403	**
50	Wells, second revisit	Code §1.01.090			x	\$82	\$187
51	Duplicate Copy	Code §1.01.090				\$5	\$5
52	Record Search	Code §1.01.090			x	\$10	\$10
53	Public Drinking Water System Review					\$354	***
54	Schools	Code §1.01.090					
55	Full kitchen				x	\$303	\$431
56	Satellite kitchen				x	\$227	\$337
57	Miscellaneous Fees - Hourly Rate	Code §1.01.090			x	\$227/1st hour & \$152 each add't hour	\$227/1st hour & \$152 each add't hour
58	Food Service Re-Inspection			x		152	150
59	Non County MU Inspeccion	ORS 624.650	x			25	25
60	Tourist Accommodations	ORS 446.321(1)					
61	1-10 units			x		\$191	\$300
62	11-25 units			x		\$227	\$337
63	26-50 units			x		\$341	\$450
64	51-75 units			x		NA	\$487
65	76-100 units			x		NA	\$525
66	101 + units			x		NA	\$562
67	Recreation vehicle parks	ORS 446.321(1)					
68	1-10 spaces			x		\$333	\$570
69	11-25 spaces			x		\$348	\$600
70	26-50 spaces			x		\$378	\$675
71	51-75 spaces			x		NA	\$750
72	76 + spaces			x		NA	\$825
73	Organizational camps	ORS 446.321(1)					
74	no food service			x		\$164	\$600
75	with food service			x		\$408	\$825
76	Picnic Parks	ORS 446.321(1)		x		\$228	\$450
77	Job Corps Program (quarterly)	Code §1.01.090			x	\$1,820	\$2,550
78	Vending	ORS 624.490(1)					
79	1-10 units			x		\$43	\$375
80	11-20 units			x		\$88	\$399
81	21-30 units			x		\$132	\$426
82	31-40 units			x		\$174	\$450
83	41-50 units			x		\$217	\$474
84	51-75 units			x		\$263	\$501
85	76-100 units			x		\$322	\$546
86	101-250 units			x		\$565	\$786
87	251-500 units			x		\$888	\$1,104
88	501-750 units			x		\$1,211	\$1,425



### H3S ENVIRONMENTAL HEALTH FEES

	A	B	C	D	E	F	G
1	Department/Division	AUTH. LEGISLATION	FEE SET BY ORS	ORS AUTH. FEE	CODE AUTH. FEE	CURRENT FEE AMOUNT	PROPOSED FEE AMOUNT FOR FY 2019/2020
89	751-1000 units			x		\$1,483	\$1,749
90	<b>Plan Review Fees</b>						
91	Restaurants	ORS 624.630					
92	0-50 seats			x		\$410	\$637
93	51-150 seats			x		\$574	\$712
94	151+ seats			x		\$683	\$787
95	Temporary restaurant	ORS 624.091		x		\$58	\$75
96	Schools	Code §1.01.090			x	\$529	\$637
97	Bed & Breakfasts	ORS 624.630		x		\$380	\$487
98	Mobile Units & Pushcarts	ORS 624.630					
99	Class I			x		\$246	\$412
100	Class II			x		\$304	\$412
101	Class III			x		\$375	\$487
102	Class IV			x		\$410	\$562
103	Commisary	ORS 624.630		x		\$380	\$487
104	Warehouses	ORS 624.630		x		\$159	\$262
105	Pools						
106	Pool, Spa, and Fountains (per basin)	ORS 448.030(4)		x		\$897	\$1,200
107	Plan permits - minor alterations			x		\$164	\$750
108	Add'l inspection - const. revisit			x		\$152	\$150
109	Tourist Facilities	ORS 446.330, Code §1.01.090					
110	1-10 units			x		\$245	\$412
111	11-25 units			x		\$245	\$412
112	26 + units			x		\$326	\$487
113	RV Parks	ORS 446.330, Code §1.01.090					
114	1-5 spaces			x		\$227	\$337
115	6-9 spaces			x		\$227	\$337
116	10+ spaces			x		\$304	\$412
117	Picnic Park	ORS 446.330, Code §1.01.090		x		\$304	\$412
118	Organization camps	ORS 446.330, Code §1.01.090		x		\$455	\$562
119	Day care centers	Code §1.01.090			x	\$184	\$292
120							
121		* Remove fee because, if more than breakfast for guest, must be licensed as a restaurant separately					
122		** Remove fee because, no longer offering service					
123		*** Remove fee because, the State sets the fees and charges directly					

# SHERIFF FEES

	A	B	C	D	E	F	G
1	Department	Auth. Legislation	Fee set by ORS	ORS authorized fee	Code authorized fee	Fee amount	Proposed fee
2	SHERIFF						
3	Public Records Request	ORS 192.440(4)			x	All reports \$10.00 & \$0.20 per page after 30 pages. Microfilmed reports \$10.00 & \$0.20 per page after 10 pages. *Also, when more than nominal staff time is necessary to research, review, redact, copy,	
4	Electronic Documents	ORS 192.440 (4)				\$1.00 per printed page*	
5	Photographs	ORS 192.440 (4)				\$10 to be paid at the time of	
6	Mugshots	ORS 192.440 (4)		x		\$5	
7	Visa Letters, Passport letters, Adoption letters, Background letters	ORS 192.440 (4)		x		\$5	
8	Traffic Diagrams	ORS 192.440 (4)		x		\$25	
9	Photo CD's (traffic cases)	ORS 192.440 (4)		x		\$50 1 <sup>st</sup> CD; \$35 add'l CD	
10	CHL application fee			x			
11	with fingerprinting			x		\$65	
12	without fingerprinting	Code §1.01.090		x		\$50	
13	CHL address change	Code §1.01.090				\$15	
14	CHL online application administrative fee	Code §1.01.090				\$5-	\$4
15	<del>BAFTE application processing fee</del>	ORS 192.440 (4)			*	<del>\$35-</del>	
16	Fingerprints	Code §1.01.090			x	\$15 per card	
17	Alcohol Tobacco & Firearm Forms	Code §8.07.030.A			x	\$10 per application	
18	Alarm User Permits			x			
19	Residence				*	\$20 per year	
20	Business	ORS 179.505(10)			*	\$50 per year	
21	Jail Medical Records	ORS 179.505(10)				1-10 pgs \$6; 11 + pages \$0.50	
22	Jail Reports or Summaries	ORS 169.166				\$30	
23	Intoxilyzer logs and records	ORS 169.166		x		\$10	
24	Jail video footage	ORS 179.505(10)		x		\$50 + \$20/hr for each hour-	+\$35/hr for
25	Attending physician's statement to insurance company, Welfare, or Worker's Compensations	ORS 169.076 Oregon Jail Stds & Federal Law		x		\$20	
26	<del>Doctor Evaluation</del>	<del>ORS 169.076 Oregon Jail Stds &amp; Federal Law</del>		*		<del>\$10-</del>	
27	<del>Nurse Practitioner Evaluation</del>	<del>ORS 169.076 Oregon Jail Stds &amp; Federal Law</del>		*		<del>\$10-</del>	

# SHERIFF FEES

	A	B	C	D	E	F	G
1	Department	Auth. Legislation	Fee set by ORS	ORS authorized fee	Code authorized fee	Fee amount	Proposed fee
28	Psychiatrist Evaluation	ORS 169.076 Oregon Jail Stds & Federal Law		*		\$10-	
29	Dentist or Specialist Referral	ORS 169.076 Oregon Jail Stds & Federal Law		*		\$10-	
30	Hospital/Emergency room	ORS 169.076 Oregon Jail Stds & Federal Law		x		Actual cost	
31	XRays other than for TB testing	ORS 169.076 Oregon Jail Stds & Federal Law		*		\$10-	
32	LAB tests urine and blood	ORS 169.076 Oregon Jail Stds & Federal Law		*		\$10-	
33	Prescriptions New or Per Month	ORS 169.076 Oregon Jail Stds & Federal Law		*		\$10-	
34	Over the counter medications/supplies	Fed Cons Arguello v. Clack. Cty.		*		\$5-	
35	Law library legal material and forms printing from Library computers	Fed Cons Arguello v. Clack. Cty.		x		1-10 pages \$1.00 min fee; \$0.10 each additional page	
36	Inmate request forms	Fed Cons Arguello v. Clack. Cty.		*		\$0.50 per form	
37	Inmate Grievance form	Fed Cons Arguello v. Clack. Cty.		*		\$0.50 per form	
38	Education Class	Fed Cons Arguello v. Clack. Cty.		*		\$5-	
39	Bus passes	Oregon Jail Stds & Federal		x		Actual cost	
40	Restitution, repair or replacement cost	ORS 179.505(10)		x		Actual cost of repair or	
41	Fee to review file on premises	ORS 192.440 (4)		x		\$20 per hour	
42	Verification or documentation of dates incarcerated	ORS 192.440 (4)		x		\$10	
43	Verification or documentation of Time Served	ORS 192.440 (4)		x		\$10	
44	Computer Printouts of Crime Activity	Code §7.01.220.F		x		\$30	
45	Vehicle Administration Fee for release of towed vehicle	Code §7.01.220.F		x		\$75	
46	Vehicle Administration Fee for release of vehicle towed from traffic crime scene	Code §7.01.140(B)(3)		x	x	\$150	
47	Boot Fee	Code §7.01.070(B)			x	\$10	
48	Witness deposit fee	Code §8.05.040			x	\$15 per witness	
49	Social gaming license application	Code §8.03.060			x	\$25 nonrefundable	
50	Secondhand dealer permit application	Code §8.03.060			x	\$395	
51	Secondhand dealer permit renewal	Presiding Judge Selander			x	\$150 per year nonrefundable	

# SHERIFF FEES

	A	B	C	D	E	F	G
1	Department	Auth. Legislation	Fee set by ORS	ORS authorized fee	Code authorized fee	Fee amount	Proposed fee
52	Courthouse Security Bypass card				*		
53	Card only				x	\$75-	\$50
54	Application fee				x	\$25	
55	Replacement card				x	\$25	
56	<b>Sheriff - Civil</b>						
57	Writ of Garnishment	ORS 18.652(5)				\$25	
58	Summons, Petition						
59	Up to two persons at same address	ORS 21.300(1)(a)	x			\$45	
60	Three or more at the same address	ORS 21.300(1)(a)	x			\$25 per party	
61	Notice with Enforcement Process - plus costs	ORS 21.300(1)(b)				\$80	
62	Security and inventory services (after first hour)	ORS 21.300(1)(b)				Actual cost	
63	Reasonable amount for Keeper's fee	ORS 21.300(1)(b)	x			Actual cost	
64	Sale of property	ORS 18.930(5)	x				
65	Advertising, posting, sale preparation, conducting the sale, and mailings	ORS 21.300(1)(a)(b)				Actual cost	
66	Post sale administration	ORS 21.300(1)(a)(b)				Actual cost	
67	Posting of sale notices	ORS 21.300(1)(a)	x			\$45	
68	Copy of any process, order, notice or other instrument in writing, when necessary to complete service	ORS 21.300(1)(d)	x			\$3/per 100 words	
69	Creating Sheriff's Deed, Certificate of Redemption or conveyance of real proeprty sold on any process	ORS 21.300(1)(c)	x			\$50	
70	Mileage for process service (involving travel in excess of 75 miles round trip)	ORS 21.300(4)	x			\$45	

# SHERIFF FEES

	A	B	C	D	E	F	G
1	Department	Auth. Legislation	Fee set by ORS	ORS authorized fee	Code authorized fee	Fee amount	Proposed fee
71			*				
72	<b>Sheriff - Public Safety Training Center</b>	Code <del>§1.01.090</del>	*				
73	<b>Rooms for rent</b>	Code §1.01.090	*		x		
74	Room 110					\$50/hour	
75	Room 111				*	\$50/hour	
76	Room 214						\$50/hour
77	Defensive tactics					\$40/hour	
78	MILO					\$75/hour	
79	Armory Classroom Fee						\$40/hour
80	Computer Lab						\$50/hour
81	<b>Range</b>	Code §1.01.090			x		
82	with ammo					\$50/hour	
83	without ammo					\$75/hour	
84	<del>— daily lane use fee</del>					<del>\$18-</del>	
85	<del>— Specials (ladies special, cereal event, etc)</del>					<del>\$9-</del>	
86	membership	Code <del>§1.01.090</del>				\$219/year	
87	<b>Classes</b>	Code §1.01.090			*		
88	<del>— PST 100</del>					<del>\$40 Oregon; \$60 Utah; \$75-</del>	
89	<del>— PST 101</del>				*	<del>\$159-</del>	
90	<del>— PST 101A</del>					<del>\$159-</del>	
91	<del>— PST 102</del>					<del>\$299-</del>	
92	<del>— PST 103</del>					<del>\$299-</del>	
93	<del>— PST 199</del>	Code <del>§1.01.090</del>				<del>\$159-</del>	
94							
95	<b>Range Fees and Memberships</b>	Code §1.01.090			x		
96	Lane Fee					\$18	
97	Cereal night				*	\$9 discount	
98	Ladies' night					\$9 discount	
99	Gun rentals					\$12 (\$10 members)	
100	Targets					\$1 (\$2 for zombie targets)	
101	General membership					\$219	
102	Renewal					<del>\$179-</del>	\$189
103	2 person membership					<del>\$299-</del>	\$319
104	Renewal					<del>\$279-</del>	\$289
105	3 person membership					<del>\$399-</del>	\$419

# SHERIFF FEES

	A	B	C	D	E	F	G
1	Department	Auth. Legislation	Fee set by ORS	ORS authorized fee	Code authorized fee	Fee amount	Proposed fee
106	Renewal					<del>\$379-</del>	\$389
107	<del>4 person membership</del>					<del>\$449-</del>	
108	<del>Renewal</del>					<del>\$429-</del>	
109	Each addition member after 3 people						\$50/Membe
110	<b>Passport Photo (set of 2)</b>	Code §1.01.090			x		<b>\$15</b>



**Stephen L. Madkour**  
County Counsel

**Kathleen Rastetter**  
**Scott C. Ciecko**  
**Amanda Keller**  
**Nathan K. Boderman**  
**Shawn Lillegren**  
**Jeffrey D. Munns**  
**Andrew R. Naylor**  
**Andrew Narus**  
**Sarah Foreman**  
Assistants

June 27, 2019

Board of County Commissioners  
Clackamas County

Members of the Board:

APPROVAL OF AN ORDINANCE ADOPTING CHANGED FINES FOR CLACKAMAS COUNTY FOR FISCAL YEAR 2019-2020 AND DECLARING AN EMERGENCY

<b>Purpose/Outcomes</b>	The approval of the attached ordinance completes the process of adopting Fines for Fiscal Year 2019-2020. If approved, these fines will be incorporated into County Code and will be effective July 1, 2019.
<b>Dollar Amount and Fiscal Impact</b>	The cost to implement the new fines would be internal to the county involving staff time and resources.
<b>Funding Source</b>	Not applicable.
<b>Duration</b>	Fines will be effective July 1, 2019.
<b>Previous Board Action</b>	The Board heard from individual departments at various study sessions regarding these fines.
<b>Counsel Review</b>	6/18/19
<b>Contact Person</b>	Anja Mundy, County Counsel x 5396

**Background:**

All fines are reviewed annually by county departments. After review, departments propose new or changed fines for consideration by the Board in study session. The attached ordinance reflects the new or changed fines. These fines have been previously reviewed by the Board and tentatively approved for adoption.

**Recommendation:**

Staff recommends the Board of County Commissioners approve and sign the attached ordinance adopting changed fines for Clackamas County Fiscal Year 2019-2020, on an emergency basis making them effective July 1, 2019 in order to capture fines for

the upcoming fiscal year. The ordinance may be read by title only if no member of the Board requests that the ordinance be read in full.

Respectfully submitted,



Stephen L. Madkour  
County Counsel



ORDINANCE NO. \_\_\_\_\_

**An Ordinance Amending Appendix B, Fines, of the  
Clackamas County Code and declaring an emergency.**

WHEREAS, ORS 203.065(1) requires that fines be adopted by ordinance; and

WHEREAS, the Dog Services division would like to increase fines associated with violations of Code Chapter 5.01, Animal Licensing, Services and Enforcement; and

WHEREAS, the Sheriff's department would like to increase fines associated with false alarms; now, therefore;

The Board of Commissioners of Clackamas County ordains as follows:

**Section 1:** The fines shown on the Exhibit 1 of this ordinance shall be included in Appendix B of the Clackamas County Code.

**Section 2:** The Board of Commissioners hereby finds and declares that an emergency exists inasmuch as the immediate effect of this ordinance is necessary to capture the fine increase for this fiscal year.

**Section 3:** Effective date. The changes to fines authorized by this ordinance and shown on the attachments shall become effective on July 1, 2019.

ADOPTED this 27<sup>th</sup> day of June, 2019.

CLACKAMAS COUNTY BOARD OF COMMISSIONERS

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Recording Secretary

**DTD FINES**

DEPARTMENT/DIVISION	AUTHORIZING LEGISLATION	Fine set by ORS	ORS auth. fine	Code auth. fine	CURRENT FINE AMOUNT	PROPOSED FINE AMOUNT
<b>DOG CONTROL</b>						
<b>Dog as Public Nuisance</b>	Code §5.01.040.C			x		
1st offense					\$50-\$100	\$100-\$250
2nd offense					\$100-\$250	\$250-\$400
3rd offense					\$250-\$500	\$500
<b>Failure to keep quarantined</b>	Code §5.01.040.C			x		
1st offense					\$50-\$100	\$100-\$250
2nd offense					\$100-\$250	\$250-\$400
3rd offense					\$250-\$500	\$500
<b>Interfering with County employee or peace officer</b>	Code §5.01.040.C			x		
1st offense					\$50-\$100	\$100-\$250
2nd offense					\$100-\$250	\$250-\$400
3rd offense					\$250-\$500	\$500
<b>Providing false information to County employee or peace officer</b>	Code §5.01.040.C			x		
1st offense					\$50-\$100	\$100-\$250
2nd offense					\$100-\$250	\$250-\$400
3rd offense					\$250-\$500	\$500
<b>Confining dog inside motor vehicle under conditions which may endanger the dog</b>	Code §5.01.040.C			x		
1st offense					\$50-\$100	\$100-\$250
2nd offense					\$100-\$250	\$250-\$400
3rd offense					\$250-\$500	\$500
<b>Failure to restrain dog in open portion of vehicle</b>	Code §5.01.040.C			x		
1st offense					\$50-\$100	\$100-\$250
2nd offense					\$100-\$250	\$250-\$400
3rd offense					\$250-\$500	\$500

**DTD FINES**

<b>DEPARTMENT/DIVISION</b>	<b>AUTHORIZING LEGISLATION</b>	<b>Fine set by ORS</b>	<b>ORS auth. fine</b>	<b>Code auth. fine</b>	<b>CURRENT FINE AMOUNT</b>	<b>PROPOSED FINE AMOUNT</b>
<b>Failure to comply with any fine, fee, cost, expense, condition or restriction or other order imposed by a Hearing Officer</b>	<b>Code §5.01.040.C</b>			x		
1st offense					\$50-\$100	\$100-\$250
2nd offense					\$100-\$250	\$250-\$400
3rd offense					\$250-\$500	\$500
<b>Failure to surrender dog</b>	<b>Code §5.01.040.C</b>			x		
1st offense					\$50-\$100	\$100-\$250
2nd offense					\$100-\$250	\$250-\$400
3rd offense					\$250-\$500	\$500
<b>Failure of owner to notify Dog Services when dog has bitten person or domestic animal</b>	<b>Code §5.01.040.C</b>			x		
1st offense					\$50-\$100	\$100-\$250
2nd offense					\$100-\$250	\$250-\$400
3rd offense					\$250-\$500	\$500
<b>Exceeding dogs permitted on premises</b>	<b>Code §5.01.040.C</b>			x		
—1st offense					\$50-\$100	
—2nd offense					\$100-\$250	
—3rd offense					\$250-\$500	
<b>Failure to comply with minimum care standards</b>	<b>Code §5.01.040.C</b>			x		
1st offense					\$50-\$100	\$100-\$250
2nd offense					\$100-\$250	\$250-\$400
3rd offense					\$250-\$500	\$500
<b>Failure of a person bitten by a dog or parent/guardian of a bitten minor to immediately notify Dog Services</b>	<b>Code §5.01.040.C</b>			x		
1st offense					\$50-\$100	\$100-\$250
2nd offense					\$100-\$250	\$250-\$400
3rd offense					\$250-\$500	\$500

**DTD FINES**

DEPARTMENT/DIVISION	AUTHORIZING LEGISLATION	Fine set by ORS	ORS auth. fine	Code auth. fine	CURRENT FINE AMOUNT	PROPOSED FINE AMOUNT
Failure to follow any condition of release pending final disposition	Code §5.01.040.C			x		
1st offense					\$50-\$100	\$100-\$250
2nd offense					\$100-\$250	\$250-\$400
3rd offense					\$250-\$500	\$500

# SHERIFF FINES

DEPARTMENT/DIVISION	AUTHORIZING LEGISLATION	Fine set by ORS	ORS auth. fine	Code auth. fine	FINE AMOUNT	Proposed Fine amount
SHERIFF						
Prohibited touching, nudity and massage	Code §6.02.060			x	\$250 per violation	
Emergency regulations violation	Code §6.03.080.A			x	\$500 per offense	
Noise control violation	Code §6.05.090			x	Not to exceed \$500	
Chronic nuisance civil penalty	Code §6.08.040.D			x	\$100 each day	
Parking Cite for Unattached Trailers	Code §7.01.050.A			x	\$45	
Parking Cite for Handicapped Parking	Code §7.01.050.A			x	\$150	
All Other Parking Citations	Code §7.01.050.A			x	\$40	
Off-road vehicle violation	Code §7.02.050.C			x	\$250	
Secondhand dealer violation	Code §8.03.110.B			x	Not more than \$500 for 1st offense and \$1000 for continuing the same offense	
Failure to obtain burglar alarm permit	Code §8.07			x	<del>\$25</del>	\$75
False Alarm	Code §8.07			x		
1st False Alarm	Code §8.07			x	No charge	
2nd False Alarm	Code §8.07			x	<del>\$50</del>	\$100
3rd False Alarm	Code §8.07			x	<del>\$100</del>	\$150
4th False Alarm	Code §8.07			x	<del>\$150</del>	\$200
Past Due Fine	Code §8.07			x		\$25
Alarm Company Fine	Code §8.08			x		\$100
Jail misconduct	Oregon jail standards & Federal law					
<del>Disciplinary fine – minor</del>					<del>\$25</del>	
<del>Disciplinary fine – major</del>					<del>\$100</del>	



CHRISTA BOSSERMAN WOLFE, CPA  
DIRECTOR

**DEPARTMENT OF FINANCE**

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

June 27, 2019

Board of County Commissioners  
Clackamas County

Members of the Board:

**Resolution Adopting the Clackamas County Enhanced Law Enforcement District  
2019-20 Fiscal Year Budget, making Appropriations and Imposing and  
Categorizing Taxes for the Period of July 1, 2019 through June 30, 2020**

Purpose/Outcome	Budget adoption for Clackamas County Enhanced Law Enforcement District FY 2019-2020
Dollar Amount and fiscal Impact	The effect is to adopt a budget of \$8,290,780
Funding Source	Includes Fund Balance, Taxes and Federal Revenue.
Duration	July 1, 2019-June 30, 2020
Previous Board Action/Review	Budget Committee approval June 3, 2019.
Strategic Plan Alignment	Build public trust through good government
Contact Person	Jennifer Chambers, 503-742-5405
Contract No.	N/A

**BACKGROUND:**

Attached is the Resolution to adopt the budget as published and approved by the Budget Committee in accordance with state budget law, and to impose a tax rate for the 2019-2020 fiscal year.

This Resolution establishes a budget for the Enhanced Law Enforcement District July 1, 2019 through June 30, 2020 inclusive of \$8,290,780.

**RECOMMENDATION**

Staff respectfully recommends that the Board adopt the attached Resolution.

Sincerely,

Jennifer Chambers  
Budget Manager

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

In the Matter of Adopting a Budget  
Making Appropriations and imposing  
and Categorizing Taxes from the  
Period of July 1, 2019 to June 30,  
2020, for Clackamas County  
Enhanced Law Enforcement District



Resolution Order No. \_\_\_\_\_  
*Page 1 of 1*

BE IT RESOLVED that the Board of County Commissioners of Clackamas County hereby adopts the budget for fiscal year 2019-2020 in the total of \$8,290,780 and establishes appropriations as follows:

**General Fund**

Public Protection	\$ 8,111,910.
Not Allocated to Organizational Unit Debt Service	<u>178,870.</u>
Total	<u>\$8,290,780.</u>

This budget is now on file at 2051 Kaen Road, in Oregon City, Oregon.

BE IT RESOLVED that the following ad valorem property taxes are hereby imposed for tax year 2019-2020 upon the assessed value of all taxable property within the district and categorized for purposes of Article XI section 11b as subject to General Government Limitation:

At the rate of \$0.7198 per \$1,000 of assessed value for permanent rate tax.

The above resolution statements were approved and declared adopted on this 27th day of June, 2019

**DATED** this 27<sup>th</sup> day of June, 2019

**BOARD OF COUNTY COMMISSIONERS**

Acting as the governing body of the  
Enhanced Law Enforcement District

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Recording Secretary



CHRISTA BOSSERMAN WOLFE, CPA  
DIRECTOR

**DEPARTMENT OF FINANCE**

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

June 27, 2019

Board of County Commissioners  
Clackamas County

Members of the Board:

**Resolution Adopting the Clackamas County Extension and 4-H Service District  
2019-2020 Fiscal Year Budget, making Appropriations and Imposing and  
Categorizing Taxes for the Period of July 1, 2019 through June 30, 2020**

Purpose/Outcome	Budget adoption for Clackamas County Extension and 4-H Service District FY 2019-2020
Dollar Amount and Fiscal Impact	The effect is to adopt a budget of \$8,852,401
Funding Source	Includes Fund Balance, Taxes, Federal and Miscellaneous Revenue
Duration	July 1, 2019 - June 30, 2020
Previous Board Action/Review	Budget Committee approval June 3, 2019
Strategic Plan Alignment	Build public trust through good government
Contact Person	Jennifer Chambers, 503-742-5405

**BACKGROUND:**

Attached are the Resolution to adopt the budget as published and approved by the Budget Committee in accordance with state budget law, and to impose a tax rate for the 2019-2020 fiscal year.

This Resolution establishes a budget for the Clackamas County Extension and 4-H Service District July 1, 2019 through June 30, 2020 inclusive of \$8,852,401

**RECOMMENDATION:**

Staff respectfully recommends that the Board adopt the attached Resolution.

Sincerely,

Jennifer Chambers  
Budget Manager



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

In the Matter of Adopting a Budget  
Making Appropriations and imposing  
and Categorizing Taxes from the  
Period of July 1, 2019 to June 30,  
2020, for Clackamas County  
Extension and 4-H Service District



Board Order No. \_\_\_\_\_  
*Page 1 of 1*

BE IT RESOLVED that the Board of County Commissioners of Clackamas County hereby adopts the budget for fiscal year 2019-2020 in the total of \$8,852,401 and establishes appropriations as follows:

**General Fund**

Special Payments	\$8,489,449.
Contingency	<u>362,952.</u>
Total	<u>\$8,852,401.</u>

This budget is now on file at 2051 Kaen Road, in Oregon City, Oregon.

BE IT RESOLVED that the following ad valorem property taxes are hereby imposed for tax year 2019-2020 upon the assessed value of all taxable property within the district and categorized for purposes of Article XI section 11b as subject to General Government Limitation:

At the rate of \$0.0500 per \$1,000 of assessed value for permanent rate tax.

The above resolution statements were approved and declared adopted on this 27th day of June, 2019.

**DATED** this 27<sup>th</sup> day of June, 2019

**BOARD OF COUNTY COMMISSIONERS**

Acting as the governing body of the  
Clackamas County Extension and 4-H Service District

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Recording Secretary



June 27, 2019

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Resolution for the Library Service District of Clackamas County  
Adopting a 2019/2020 Fiscal Year Budget, Making Appropriations and  
Imposing and Categorizing Taxes for the Period of July 1, 2019 through June 30, 2020

<b>Purpose/Outcomes</b>	Approval of a resolution to adopt 2019/2020 Fiscal Year (FY) budget for the Library Service District of Clackamas County.
<b>Dollar Amount and Fiscal Impact</b>	Library Service District budget in the amount of \$22,291,875 for FY 2019/2020.
<b>Funding Source</b>	Property tax
<b>Duration</b>	July 1, 2019 through June 30, 2020
<b>Strategic Plan Alignment</b>	<ul style="list-style-type: none"> <li>Build public trust through good government</li> </ul>
<b>Previous Board Action</b>	June 3, 2019 – Library Service District Budget Committee approved the FY 2019/2020 budget as presented.
<b>Contact Person</b>	Laura Zentner, CPA, BCS Director 503.742.4351

**BACKGROUND:**

The attached resolution adopts the budget as published and approved by the Library Service District Budget Committee, and in accordance with the state budget law, makes appropriations and imposes and categorizes taxes for the 2019/2020 fiscal year.

This resolution will establish a budget for the Library Service District of Clackamas County in the amount of **\$22,291,875**.

**RECOMMENDATION:**

Staff respectfully recommends adoption of the attached resolution as presented.

**ATTACHMENTS:**

- Resolution No. \_\_\_ Adopting a 2019/2020 Fiscal Year Budget, Making Appropriations, Imposing and Categorizing Taxes for the Period of July 1, 2019 through June 30, 2020.

Respectfully submitted,

Laura Zentner, CPA  
Director, Business and Community Services

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

A Resolution of the Board of County Commissioners Acting As The Governing Body of the Clackamas County Library Service District In The Matter of Adopting a 2019/2020 Fiscal Year Budget, Making Appropriations, Imposing and Categorizing Taxes for the Period of July 1, 2019 Through June 30, 2020

Board Order No. \_\_\_\_\_

**Whereas**, the proposed expenditures and resources constituting the budget for the Library Service District of Clackamas County ("District") for the period of July 1, 2019 through June 30, 2020, inclusive, have been prepared, published, and approved by the Budget Committee, and that the matters discussed at the public hearing were taken into consideration, as provided by statute; and,

**Whereas**, in accordance with ORS 294.438 the notice of this public hearing and a financial summary was published in the Clackamas Review on June 19, 2019; and,

**Whereas**, ORS 294.456 requires districts to make appropriations and to impose and categorize the tax levy when adopting the budget.

**NOW THEREFORE, the Clackamas County Board of County Commissioners resolves as follows:**

The budget is hereby adopted for the fiscal year 2019/2020 in the amount of \$22,291,875. The budget appropriation categories are established as follows:

**General Fund**

Special Payments	<u>\$ 22,291,875</u>
Total	<u>\$ 22,291,875</u>

The following ad valorem property taxes are hereby imposed for tax year 2019/2020 upon the assessed value of all taxable property within the District and categorized for purposes of Article XI Section 11b of the Oregon Constitution and as subject to General Government Limitations:

At the rate of \$0.3974 per \$1,000 of assessed value for permanent rate tax.

**DATED** this 27<sup>th</sup> Day of June, 2019

**CLACKAMAS COUNTY BOARD OF COUNTY COMMISSIONERS**

Acting as the governing body of the  
Library Service District of Clackamas County

\_\_\_\_\_  
Jim Bernard, Chair

\_\_\_\_\_  
Recording Secretary



**NORTH CLACKAMAS  
PARKS & RECREATION DISTRICT**

Administration

Scott Archer, Director  
North Clackamas Parks and Recreation District  
150 Beaver Creek Road  
Oregon City, OR 97045

June 27, 2019

Board of County Commissioners  
Clackamas County  
Board of North Clackamas Parks and Recreation District

Members of the Board:

Approval of Resolution 2019-\_\_\_\_ Providing for Adoption of a North Clackamas Parks and Recreation District Budget for Fiscal Year 2019-2020, Making Appropriations and Imposing and Categorizing Taxes for the Period of July 1, 2019 through June 30, 2020

<b>Purpose/Outcome</b>	Approval of a resolution to adopt 2019-2020 Fiscal Year (FY) budget for North Clackamas Parks & Recreation District (NCPRD).
<b>Dollar Amount and Fiscal Impact</b>	North Clackamas Parks & Recreation District budget in the amount of \$56,908,446 for FY 2019-2020.
<b>Funding Source</b>	Property taxes, System Development Charges, fees, grants, donations, etc.
<b>Duration</b>	July 1, 2019 through June 30, 2020
<b>Previous Board Action/Review</b>	June 3, 2019 - NCPRD Budget Committee approved the FY 2019-2020 budget as presented.
<b>Strategic Plan Alignment</b>	Build public trust through good government
<b>Contact Person</b>	Elizabeth Gomez, <i>Financial Operations Manager</i> , 503-742-4352 Scott Archer, <i>Director</i> , 503-742-4421

**BACKGROUND:**

The attached resolution and exhibit adopt the budget as published and approved by the NCPRD Budget Committee, and in accordance with the state budget law, makes appropriations and imposes and categorizes taxes for the fiscal year 2019-2020.

This resolution will establish a budget for North Clackamas Parks and Recreation District in the amount of **\$56,908,446**.

**RECOMMENDATION:**

Staff respectfully recommends the Board approve Resolution 2019-\_\_\_\_ and Exhibit A for adoption of the FY19-20 budget.

**ATTACHMENT:**

Resolution 2019-\_\_\_\_ in the matter of adopting a 2019/2020 Fiscal Year budget, making appropriations and imposing and categorizing taxes for the period of July 1, 2019 through June 30, 2020.

Respectfully submitted,

Scott Archer, Director

**BEFORE THE BOARD OF  
NORTH CLACKAMAS PARKS AND RECREATION DISTRICT  
OF CLACKAMAS COUNTY, STATE OF OREGON**

A Resolution Of The Board Of County Commissioners Acting As The Governing Body Of The North Clackamas Parks And Recreation District In The Matter Of Adopting A 2019/2020 Fiscal Year Budget, Making Appropriations And Imposing And Categorizing Taxes For The Period Of July 1, 2019 Through June 30, 2020



Board Order No. \_\_\_\_\_  
*Page 1 of 2*

**Whereas**, the proposed expenditures and resources constituting the budget for the North Clackamas Parks and Recreation District, Clackamas County, Oregon ("District"), for the period of July 1, 2019 through June 30, 2020, inclusive, has been prepared, published and approved by the Budget Committee, and that the matters discussed at the public hearing were taken into consideration, as provided by statute, and;

**Whereas**, in accordance with ORS 294.438 the notice of this public hearing and a financial summary was published in the Clackamas Review on June 19, 2019, and;

**Whereas**, ORS 294.456 requires districts to make appropriations and to impose and categorize the tax levy when adopting the budget.

**NOW, THEREFORE the Clackamas County Board of County Commissioners resolves as follows:**

1. The budget is hereby adopted for the fiscal year 2019-2020 in the amount of **\$56,908,446** and establishes appropriations as shown in the attached Exhibit A, which by this reference is made a part of this resolution.
2. The following ad valorem property taxes are hereby imposed for tax year 2019-2020 upon the assessed value of all taxable property within the District and categorized for purposes of Article XI Section 11b of the Oregon Constitution and as subject to General Government Limitation:

At the rate of \$0.5382 per \$1,000 of assessed value for permanent rate tax.

**DATED** this 27<sup>th</sup> day of June, 2019

**BOARD OF COUNTY COMMISSIONERS  
Acting as the Board of  
North Clackamas Parks and Recreation District**

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Recording Secretary

**North Clackamas Parks and Recreation District  
Fiscal Year 2019-2020  
Exhibit A**

**General Fund**

Administration	\$ 691,355
Parks Maintenance	1,964,156
Recreation	540,099
Sports	1,440,802
Milwaukie Center	784,253
Aquatic Park	2,278,426
Marketing & Communications	502,715
Planning	877,684
Natural Resources	502,437
Non-departmental	
Special Payments	1,000
Transfers to Other Funds	1,692,334
Contingency	4,209,461
	<u>\$ 15,484,722</u>

**Nutrition & Transportation Fund**

Nutrition	\$ 607,415
Transportation	179,100
Non-departmental	
Special Payments	1,000
Contingency	104,179
	<u>\$ 891,694</u>

**System Development Charges Fund - Zone 1**

Materials and Services	\$ 1,744
Capital Outlay	1,924,463
Non-departmental	
Transfers to Other Funds	707,306
	<u>\$ 2,633,513</u>

**System Development Charges Fund - Zone 2**

Materials and Services	\$ 6,500
Capital Outlay	1,609,951
Non-departmental	
Transfers to Other Funds	250,979
	<u>\$ 1,867,430</u>

**System Development Charges Fund - Zone 3**

Materials and Services	\$ 2,400
Capital Outlay	8,680,783
Non-departmental	
Transfers to Other Funds	4,124,793
	<u>\$ 12,807,976</u>

**Debt Service Fund - Series 2010**

Materials and Services	\$ 12,500
Debt Service	2,924,702
	<u>\$ 2,937,202</u>

**Capital Projects Fund**

Capital Outlay	\$ 15,160,669
	<u>\$ 15,160,669</u>

**Capital Asset Repair and Replacement**

Materials and Services	\$ 25,000
Capital Outlay	4,345,240
Non-departmental	
Special Payments	5,000
Transfers to Other Funds	750,000
	<u>\$ 5,125,240</u>

Grand Total	<u>\$ 56,908,446</u>
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Total Appropriated	\$ 56,908,446
Total Unappropriated	-
	<u>\$ 56,908,446</u>



**DAN JOHNSON**  
MANAGER

**DEVELOPMENT AGENCY**

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

June 27, 2019

Development Agency Board  
Clackamas County

Members of the Board:

**A Board Resolution Adopting and Appropriating Funds for the 2019-20 Budget  
for the Clackamas County Development Agency**

<b>Purpose/Outcomes</b>	Adopting and Appropriating Funds for the 2019-20 Budget
<b>Dollar Amount and Fiscal Impact</b>	None
<b>Funding Source</b>	Urban Renewal – Tax Increment Financing
<b>Duration</b>	2019-2020 fiscal year
<b>Previous Board Action</b>	Budget Committee Meeting – June 3, 2019
<b>Counsel Review</b>	Reviewed and approved by County Counsel on June 11, 2019
<b>Strategic Plan Alignment</b>	Build public trust through good government
<b>Contact Person</b>	Dave Queener, Program Supervisor – Development Agency 503-742-4322 or davidque@clackamas.us

**BACKGROUND:**

Attached is the Fiscal Year 2019-20 budget resolution for the Clackamas County Development Agency, the urban renewal authority for Clackamas County. The proposed budget consists of general operating funds for the Clackamas Town Center plan area (CTC), Clackamas Industrial Development Area (CIA), and North Clackamas Revitalization Area (NCRA).

The Development Agency Budget Committee conducted a public meeting on the proposed budget June 3, 2019. The committee approved the proposed budget and recommends Board approval.

The attached Resolution adopts and appropriates funds for the Development Agency Budget July 1, 2019 through June 30, 2020 inclusive and directs copies of the Budget be transmitted to the County Clerk and Assessor.

**RECOMMENDATION:**

Approve the attached Resolution adopting and appropriating funds for the FY 2019-20 Clackamas County Development Agency Budget.

Respectfully submitted,

Dave Queener, Program Supervisor  
Development Agency

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

In the Matter of a Resolution  
Adopting and Appropriating  
Funds for the 2019-2020 Budget  
for the Clackamas County  
Development Agency (Tax  
Increment Financing Areas)



Resolution No. \_\_\_\_\_  
*Page 1 of 3*

**Whereas**, the Board of County Commissioners acts as the governing body of the Clackamas County Development Agency (“Board”); and

**Whereas**, the operating expenditures and revenues constituting the operating fund and debt service fund budgets for the Clackamas Town Center Development Area, and the operating fund budget for the Clackamas Industrial Development Area, and the operating fund and debt service fund budgets for the North Clackamas Revitalization Area, all of which are tax increment financing plan areas for the period of July 1, 2019 through June 30, 2020 inclusive, have been prepared and published and submitted to the taxpayers for recommendation at a public hearing held on June 27, 2019 as provided by statute; and

**Whereas**, the opportunity for public comment was made available to any resident of the tax increment financing plan area or the general County; and

**Whereas**, the Clackamas County Development Agency Budget Committee conducted a public meeting on the proposed FY 2019-2020 budget on June 3, 2019 and approved the budget and recommends Board approval; and

**NOW THEREFORE, the Board of County Commissioners acting as the governing body of the Clackamas County Development Agency resolves as follows:**

1. The operating fund budget and debt service fund budget for the Clackamas Town Center Development Area is appropriated as follows:

OPERATING FUND	
Public Ways & Facilities	\$ 19,368,007.00
Not Allocated to Organizational Unit Contingency	<u>\$ 1,253,693.00</u>
TOTAL OPERATING FUND EXPENDITURES	\$ 20,621,700.00
DEBT SERVICE FUND	
Not Allocated to Organizational Unit Interfund Transfer to Fund 450 Contingency	\$ 16,000,000.00 <u>\$ 7,508,228.00</u>
TOTAL DEBT SERVICE FUND	\$ 23,508,228.00



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

In the Matter of a Resolution  
Adopting and Appropriating  
Funds for the 2019-2020 Budget  
for the Clackamas County  
Development Agency (Tax  
Increment Financing Areas)



Resolution No. \_\_\_\_\_

*Page 2 of 3*

2. The operating fund budget for the Clackamas Industrial Development Area is appropriated as follows:

OPERATING FUND	
Public Ways & Facilities	\$ 7,974,041.00
Not Allocated to Organizational Unit Contingency	<u>\$ 2,595,877.00</u>
TOTAL OPERATING FUND EXPENDITURES	\$ 10,569,918.00

3. The operating fund budget and debt service fund budget for the North Clackamas Revitalization Area is appropriated as follows:

OPERATING FUND	
Public Ways & Facilities	\$ 4,672,998.00
Not Allocated to Organizational Unit Special Payments	\$ 460,000.00
Contingency	<u>\$ 1,274,454.00</u>
TOTAL OPERATING FUND EXPENDITURES	\$ 6,407,452.00

DEBT SERVICE FUND	
Not Allocated to Organizational Unit Debt Service	\$ 554,540.00
Interfund transfer to Fund 453	\$ 6,000,000.00
Contingency	<u>\$ 1,678,309.00</u>
TOTAL DEBT SERVICE FUND	\$ 8,232,849.00

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

In the Matter of a Resolution  
Adopting and Appropriating  
Funds for the 2019-2020 Budget  
for the Clackamas County  
Development Agency (Tax  
Increment Financing Areas)



Resolution No. \_\_\_\_\_

*Page 3 of 3*

4. The FY 2019-2020 ad valorem tax, all of which is subject to the General Government Limitation set forth in section 11b, Article XI of the Oregon Constitution, is certified to the County Assessor for the North Clackamas Revitalization Plan Area in the maximum amount of revenue that may be raised by dividing the taxes under section 1c, Article IX, of the Oregon Constitution and ORS Chapter 457; and
5. The Board hereby adopts the budget for fiscal year 2019-2020 in the total of \$69,340,147.00 now on file at the Development Service Building.

DATED this \_\_\_\_\_ day of June, 2019.

CLACKAMAS COUNTY BOARD OF COMMISSIONERS  
Acting as the Governing Body of the  
Clackamas County Development Agency

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Recording Secretary



**DAN JOHNSON**  
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT  
DEVELOPMENT SERVICES BUILDING  
150 BEAVERCREEK ROAD OREGON CITY, OR 97045

June 27, 2019

Board of County Commissioners  
Clackamas County

Members of the Board:

A Board Resolution Adopting and Appropriating Funds for the 2019-2020 Budget  
for Clackamas County Service District No. 5

<b>Purpose/Outcomes</b>	Adopting and Appropriating Funds for the 2019-2020 Budget
<b>Dollar Amount and Fiscal Impact</b>	None
<b>Funding Source</b>	District rates establish annual assessments levied against properties benefitting from street lighting
<b>Duration</b>	Fiscal Year 2019-2020
<b>Previous Board Contact</b>	Budget Committee Meeting – June 3, 2019
<b>Counsel Review</b>	Reviewed and approved by County Counsel on June 11, 2019
<b>Strategic Plan Alignment</b>	Promotes a safe, healthy and secure community through the enhanced nighttime visibility created with new street lighting.
<b>Contact Person</b>	Wendi Coryell, Service District Specialist - DTD Engineering 503-742-4657 (Phone)   wendicor@clackamas.us

**BACKGROUND:**

Attached is the Fiscal Year 2019-2020 budget resolution for the Clackamas County Service District No. 5. The Service District Budget Committee conducted a public meeting on the proposed budget on June 3, 2019. The committee approved the proposed budget and recommends Board approval.

The attached Resolution adopts and appropriates funds for the Service District No. 5 Budget, July 1, 2019 through June 30, 2020 and directs copies of the Budget be transmitted to the County Clerk and Assessor.

**RECOMMENDATION:**

Approve the attached Resolution adopting and appropriating funds for the Clackamas County Service District No. 5 Fiscal Year 2019-2020 Budget.

Respectfully submitted,

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





Gregory L. Geist  
Director

June 27, 2019

Board of County Commissioners  
Clackamas County

Members of the Board:

**RESOLUTION ADOPTING AND APPROPRIATING FISCAL YEAR 2019-2020 BUDGET AND FUNDS FOR WATER ENVIRONMENT SERVICES**

<b>Purpose/Outcomes</b>	Adopt and appropriate Fiscal Year 2019-20 budget and funds for Water Environment Services ("WES").
<b>Dollar Amount and Fiscal Impact</b>	The spending level considered necessary by the Budget Committee for WES to meet operations and maintenance, capital, and debt service requirements and to provide reserves amounts to \$121,196,647.00 for Water Environment Services.
<b>Funding Source</b>	WES funds. No General funds.
<b>Duration</b>	July 1, 2019 through June 30, 2020
<b>Previous Board Action/Review</b>	None
<b>Strategic Plan Alignment</b>	1. WES Customers will continue to benefit from a well-managed utility. 2. Build public trust through good government.
<b>Contact Person</b>	Doug Waugh, Finance Manager <a href="mailto:dougwau@clackamas.us">dougwau@clackamas.us</a>
<b>Contract No.</b>	N/A

**BACKGROUND:**

The attached Resolution and exhibit adopts and appropriates funds for the enterprise fund budget for Fiscal Year 2019-20 for Water Environment Services ("WES"), and further adopts and appropriates the debt service fund budget for WES.

The Budget Committee for WES met on June 3, 2019 to consider its budget. The budget for WES was unanimously approved as recommended by staff. Spending levels considered necessary by the Budget Committee for WES to meet its operations and maintenance, capital and debt service requirements and to provide reserves amount to \$121,196,647.00.

At the June 3, 2019 Budget Committee meeting, staff also presented the Water Environment Services' Advisory Committee's recommended increases in the Sanitary Sewer SDC and Surface Water SDC rates. The budget committee approved the recommended SDC rate increases. The budget as approved by the Budget Committee has been revised to include the additional revenues collected from the SDC increases and the resulting increase in reserves which were incorporated after the budget was approved. This revision did not result in any change to the expenditures as approved by the Budget Committee.

This resolution to adopt and appropriate Fiscal Year 2019-20 budget and funds has been reviewed and approved by County Counsel.

**RECOMMENDATION:**

Staff recommends the Board of County Commissioners of Clackamas County, as the governing body of Water Environment Services, approve the Resolution adopting and appropriating the budget and funds for Fiscal Year 2019-20 for Water Environment Services.

Respectfully submitted,

A handwritten signature in blue ink that reads "Greg Geist". The signature is written in a cursive style with a long horizontal stroke at the end.

Greg Geist, Director  
Water Environment Services

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

A Resolution Adopting a 2019-2020  
Fiscal Year Budget and Making  
Appropriations for the Period of July  
1, 2019 through June 30, 2020



Resolution No. \_\_\_\_\_

WHEREAS, the proposed expenditures and resources constituting the budget for Water Environment Services for the period of July 1, 2019 through June 30, 2020, inclusive, has been prepared, published and approved by the Budget Committee, and that the matters discussed at the public hearing were taken into consideration, as required by Oregon statutes; and

WHEREAS, in accordance with ORS 294.920, the notice of this public hearing and a financial summary were published in The Oregonian on June 14<sup>th</sup>, 2019; and

WHEREAS, ORS 294.456 and ORS 294.910 require municipal corporations to make appropriations when adopting the budget, as shown in Exhibit A.

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, AS THE GOVERNING BODY OF WATER ENVIRONMENT SERVICES, THAT:

The budget is hereby adopted for the Fiscal Year 2019-2020 in the amount of **\$121,196,647.00** and establishes appropriation as shown in the attached Exhibit A, which by this reference is made a part of this resolution.

ADOPTED this 27<sup>th</sup> day of June, 2019.

CLACKAMAS COUNTY BOARD OF COUNTY  
COMMISSIONERS as the Governing Body  
of Water Environment Services:

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Recording Secretary

**WATER ENVIRONMENT SERVICES  
FISCAL YEAR 2019-2020 BUDGET  
EXHIBIT A**

**SANITARY SEWER OPERATING FUND**

Materials and Services	\$ 24,723,633
Special Expenditures	
Transfers	20,395,406
Contingency	4,121,000
<b>TOTAL OPERATING FUND EXPENDITURES</b>	<b><u>\$ 49,240,039</u></b>

**SANITARY SEWER SYSTEM DEVELOPMENT CHARGE FUND**

Capital Outlay	\$ 4,248,500
Special Expenditures	
Contingency	1,062,125
<b>TOTAL SYSTEM DEVELOPMENT CHARGE FUND EXPENDITURES</b>	<b><u>\$ 5,310,625</u></b>

**SANITARY SEWER CONSTRUCTION FUND**

Capital Outlay	\$ 38,449,500
Special Expenditures	
Contingency	9,612,375
<b>TOTAL CONSTRUCTION FUND EXPENDITURES</b>	<b><u>\$ 48,061,875</u></b>

**SURFACE WATER OPERATING FUND**

Materials and Services	\$ 5,435,236
Special Expenditures	
Transfers	3,000,000
Contingency	906,000
<b>TOTAL OPERATING FUND EXPENDITURES</b>	<b><u>\$ 9,341,236</u></b>

**SURFACE WATER SYSTEM DEVELOPMENT CHARGE FUND**

Capital Outlay	\$ 50,000
Special Expenditures	
Contingency	12,500
<b>TOTAL SYSTEM DEVELOPMENT CHARGE FUND EXPENDITURES</b>	<b><u>\$ 62,500</u></b>

**SURFACE WATER CONSTRUCTION FUND**

Capital Outlay	\$ 775,000
Special Expenditures	
Contingency	193,750
<b>TOTAL CONSTRUCTION FUND EXPENDITURES</b>	<b><u>\$ 968,750</u></b>

**STATE LOAN FUND**

Principal and Interest	\$ 463,112
Special Expenditures	
Transfers	900,000
Reserve	53,104
<b>TOTAL DEBT SERVICE FUND EXPENDITURES</b>	<b><u>\$ 1,416,216</u></b>

**REVENUE BOND FUND**

Principal and Interest	\$ 6,795,406
Special Expenditures	
Reserve	-
<b>TOTAL DEBT SERVICE FUND EXPENDITURES</b>	<b><u>\$ 6,795,406</u></b>





Gregory L. Geist  
Director

June 27, 2019

Board of County Commissioners  
Clackamas County

Members of the Board:

**BOARD ORDER AMENDING AND ADOPTING RATES AND CHARGES FOR  
WATER ENVIRONMENT SERVICES**

<b>Purpose/Outcomes</b>	Amend and adopt rates and charges for Water Environment Services.
<b>Dollar Amount and Fiscal Impact</b>	Harmonization of wholesale and retail rates across Rate Zones One and Two, and inflationary adjustment to surface water rates.
<b>Funding Source</b>	Ratepayer payments for services.
<b>Duration</b>	July 1, 2019 through June 30, 2020
<b>Previous Board Action/Review</b>	None
<b>Strategic Plan Alignment</b>	<ol style="list-style-type: none"> <li>1. WES Customers will continue to benefit from a well-managed utility.</li> <li>2. Build public trust through good government.</li> </ol>
<b>Contact Person</b>	Doug Waugh, Finance Manager <a href="mailto:dougwau@clackamas.us">dougwau@clackamas.us</a>
<b>Contract No.</b>	N/A

**BACKGROUND:**

The attached Order changes the Equivalent Dwelling Unit (“EDU”) monthly charge for wholesale sanitary sewer service within Rate Zone One (contiguous with the boundaries of the Tri-City Service District) of Water Environment Services (“WES”) from \$23.00 to \$23.75 per EDU. The City of Oregon City will be charged an additional amount of \$1.50 per EDU to offset the City’s right of way usage fee. The City of Gladstone will be charged an additional amount of \$1.20 per EDU to offset the City’s right of way usage fee. The monthly service charge for retail sanitary sewer service within Rate Zone One will be adjusted from \$33.25 to \$36.40 per EDU.

The retail EDU monthly charge for sanitary sewer service within Rate Zone Two (contiguous with the boundaries of Clackamas County Service District No. 1) will be adjusted from \$48.15 to \$50.55/EDU, and the retail Equivalent Service Unit (ESU) for surface water management services within Rate Zone Two will be adjusted from \$6.95 to \$7.30/ESU. Ratepayers in the City of Happy Valley will be charged an additional amount of 5% or approximately \$2.53 per EDU for sanitary sewer service and approximately \$0.37 per ESU for surface water management service to offset the City’s right-of-way usage fee. The wholesale EDU monthly charge for sanitary sewer service in Rate Zone Two changes from \$36.10 to \$37.90/EDU.

The monthly service charge for retail surface water service will be adjusted from \$4.25 to \$4.45 per Equivalent Service Unit within Rate Zone Three (contiguous with the boundaries of the Surface Water Management Agency of Clackamas County).

These changes are effective for service rendered on and after July 1, 2019. The Order further requires WES to amend its published service charge schedule to reflect this change.

The change in charges for monthly sanitary sewer service and monthly surface water service for WES is pursuant to the Fiscal Year 2019-2020 budget approved by WES' Budget Committee on June 3, 2019, and adopted by the Board on June 27, 2019.

**RECOMMENDATION:**

Staff recommends the Board of County Commissioners of Clackamas County, as the governing body of Water Environment Services, approve the Order amending and adopting rates and charges for Water Environment Services.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Greg Geist", with a long horizontal flourish extending to the right.

Greg Geist, Director  
Water Environment Services

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

In the Matter of an Order Amending  
and Adopting Rates and Charges  
for Water Environment Services,  
Clackamas County, Oregon

ORDER NO.

Page 1 of 3

This matter came for hearing before the Board of County Commissioners of Clackamas County, Oregon ("Board"), as the governing body of Water Environment Services ("WES"), in public hearing on June 27<sup>th</sup>, 2019.

WHEREAS, WES finds that WES' Rules and Regulations allow for adoption and amendment of rates and charges by order;

WHEREAS, in order to meet the continuing obligations and ensure effective performance of WES, it is necessary for WES to adopt a wholesale sanitary sewer equivalent dwelling unit ("EDU") charge within Rate Zone One of \$23.75 per EDU per month. The City may set such additional amounts for monthly sanitary sewer user charges which shall be added to WES' wholesale sanitary sewer charge, and the entire amount shall be billed by the City;

WHEREAS, in order to meet the continuing obligations and ensure effective performance of WES, it is necessary for WES to adopt a retail sanitary sewer charge within Rate Zone One of \$36.40 per EDU per month;

WHEREAS, in order to meet the continuing obligations and ensure effective performance of WES, it is necessary for WES to adopt a retail sanitary sewer charge within Rate Zone Two of \$50.55 per EDU per month;

WHEREAS, in order to meet the continuing obligations and ensure effective performance of WES, it is necessary for WES to adopt a retail surface water equivalent service unit ("ESU") charge within Rate Zone Two of \$7.30 per ESU per month;

WHEREAS, in order to meet the continuing obligations and ensure effective performance of WES, it is necessary for WES to adopt a retail surface water charge within Rate Zone 3 of \$4.45 per ESU per month;

WHEREAS, in order to meet continuing obligations and ensure equity amongst ratepayers and avoid a budget deficit, it is necessary for WES to adopt a methodology that allows for charges to any municipal customer of WES that levies, charges, taxes or otherwise imposes additional costs on WES relating to the use of public right of way within that municipality in an amount equal to the cost of such levy, charge, tax or other cost plus the maximum statutorily allowed interest rate to be charged for late fees;

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

In the Matter of an Order Amending  
and Adopting Rates and Charges  
for Water Environment Services,  
Clackamas County, Oregon

ORDER NO.

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WHEREAS, in order to implement such methodology for Fiscal Year 2019-20, WES shall charge the City of Oregon City \$1.50 per month per EDU served by Oregon City, in addition to the \$23.75 wholesale EDU rate, all effective July 1, 2019, pursuant to WES' approved budget. WES shall charge the City of Gladstone \$1.20 per month per EDU served by Gladstone, in addition to the \$23.75 wholesale EDU rate, all effective July 1, 2019, pursuant to WES' approved budget. WES shall charge the customers of WES residing within the City of Happy Valley an additional 5% or approximately \$2.53 per EDU per month for sanitary sewer service and an additional 5% or approximately \$0.37 per EDU per month for surface water services pursuant to the adopted rate methodology, all effective July 1, 2019, pursuant to WES' approved budget.

The Board, having held a hearing, considered testimony, factual supporting materials and the above findings and rate methodology, and being fully advised, it is hereby ORDERED:

1. Effective July 1, 2019, WES' published service charge schedule is amended in part to reflect the changes in charges below:
  - a. WES' wholesale sanitary sewer service charge shall be \$23.75 per month for each dwelling unit or equivalent dwelling unit as assigned each class of service, which shall be paid by the City for each user from the date of connection of such user to the sewerage system within Rate Zone One (contiguous with the boundaries of the Tri-City Service District). Payment shall be made to the City in which the property is located for subsequent remittance to WES, except for those areas billed directly to the users by WES. WES shall bill for and directly receive the retail charge of \$36.40 for retail sanitary sewer customers within Rate Zone One. WES shall bill the City of Oregon City an additional \$1.50 per EDU, pursuant to the adopted rate methodology. WES shall bill the City of Gladstone an additional \$1.20 per EDU, pursuant to the adopted rate methodology. WES shall set the sewer service charges for each user based upon WES' service charge schedule.
  - b. WES' retail sanitary sewer service charge shall be \$50.55 per month for each dwelling unit or equivalent dwelling unit within Rate Zone Two (contiguous with the boundaries of Clackamas County Service District No. 1). WES shall charge retail customers of Rate Zone Two residing in the City of Happy Valley an additional 5% or approximately \$2.53 per EDU for sanitary sewer service pursuant to the adopted rate methodology. WES' wholesale sanitary sewer service charge within Rate Zone Two shall be \$37.90 per month for each dwelling unit or equivalent dwelling unit as assigned each class of service, which shall be paid by the Cities of Milwaukie and Johnson City for each user from the date of connection of such user to the sewerage system within Rate Zone Two.
  - c. WES' retail surface water service charge shall be \$7.30 per month for each service unit or equivalent service unit within Rate Zone Two (contiguous with the boundaries of Clackamas County Service District No. 1). WES shall charge retail customers of Rate Zone Two residing in the City of Happy Valley an additional 5% or approximately \$0.37 per EDU for surface water service pursuant to the adopted rate methodology.

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

In the Matter of an Order Amending  
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- d. WES' retail surface water service charge shall be \$4.45 per month for each service unit or equivalent service unit within Rate Zone Three (contiguous with the boundaries of the Surface Water Management Agency of Clackamas County).
2. WES staff is directed to publish the amended service charge schedule in accordance with this Order.
3. In all other respects, the Rules and Regulations of WES remain in full force and effect.
4. An executed copy hereof shall be kept on file at Water Environment Services.

PASSED this 27<sup>th</sup> day of June, 2019, after public hearing by the Board of County Commissioners at its regular meeting.

CLACKAMAS COUNTY BOARD OF COUNTY  
COMMISSIONERS as the Governing Body  
of Water Environment Services:

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Chair

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Recording Secretary



Gregory L. Geist  
Director

June 27, 2019

Board of County Commissioners  
Clackamas County

Members of the Board:

**BOARD ORDER ESTABLISHING SYSTEM DEVELOPMENT CHARGES FOR  
WATER ENVIRONMENT SERVICES FOR FY 2019-2020**

<b>Purpose/Outcomes</b>	Ensuring continued collection of system development charges and increasing the revenues received from new development within Water Environment Services (“WES”).
<b>Dollar Amount and Fiscal Impact</b>	Projected to collect ~\$2,279,000 in additional wholesale Sanitary Sewer System Development Charges (“SDC”) revenues annually. Projected to collect ~\$3,300 in additional Rate Zone Two Surface Water SDC revenues annually.
<b>Funding Source</b>	No General Funds involved.
<b>Duration</b>	Permanent.
<b>Previous Board Action/Review</b>	In June 2017, the SDC methodology for CCSD#1 and TCSD were adopted as the system development charge methodology for WES. In June 2018, the Board approved an SDC rate increase to \$3,490 for Rate Zone One and a rate increase to \$7,615 for Rate Zone Two.
<b>Strategic Plan Alignment</b>	1. WES Customers will continue to benefit from a well-managed utility. 2. Build public trust through good government.
<b>Contact Person</b>	Doug Waugh, Finance Manager <a href="mailto:dougwau@clackamas.us">dougwau@clackamas.us</a>
<b>Contract No.</b>	N/A

**BACKGROUND:**

Water Environment Services, an intergovernmental partnership formed under ORS Chapter 190 (“WES”), began providing services within Rate Zone One (contiguous with the boundaries of the Tri-City Service District) and Rate Zone Three (contiguous with the boundaries of the Surface Water Management Agency of Clackamas County) on July 1, 2017, and began providing services within Rate Zone Two (contiguous with the boundaries of Clackamas County Service District No. 1) on July 1, 2018.

WES’ Rules and Regulations allow for an update to the Sanitary Sewer and Surface Water System Development Charges (“SDCs”).

On February 21, 2019, the Board of County Commissioners adopted the WES Capital Improvement Plan for FY 2018-2023 (the "CIP"). The CIP anticipates approximately two hundred twenty-four million dollars (\$224,000,000) in infrastructure improvements, primarily relating to wastewater services. A material portion of that CIP is infrastructure needed to serve anticipated growth in connections. The cost of those growth-related elements of the CIP were spread across the estimated number of new equivalent dwelling units ("EDUs") anticipated during the relevant time period. This resulted in a statutorily-allowed maximum SDC rate for WES new customers of \$13,019 per EDU. The calculations used to arrive at this SDC rate are detailed in the June 2019 report titled "Wastewater System Development Charge Update" produced by Donovan Enterprises, Inc., attached hereto as Exhibit A.

On May 23, 2019, staff presented to Water Environment Services' Advisory Committee that report, and four options for Sanitary Sewer SDC rates for Fiscal Year 2019-20. The committee voted to recommend the "status quo cost recovery" option, consisting of a harmonized Sanitary Sewer Wholesale Service SDC rate across all sewer service areas, applicable to all new customers in Rate Zones One and Two, of \$7,850 per EDU. This rate, as less than what is statutorily authorized, will result in an estimated increase of approximately \$2.28 million in revenue. The SDC rate established is entirely related to wholesale sanitary sewer service, with the retail service component of the SDC being set to zero at this time.

On June 3, 2019, staff presented to Water Environment Services' Budget Committee the fiscal year 2019-20 budget, which included the Advisory Committee's recommended increases in the Sanitary Sewer SDC in Rate Zones One and Two to \$7,850, and an increase in the Surface Water SDC in Rate Zone Two of 3.0% from \$205 to \$211. The Budget Committee unanimously voted to recommend approval of the budget, which included the increases.

**RECOMMENDATION:**

Staff respectfully recommends that the Board of County Commissioners, as the governing body of Water Environment Services, adopts the resolution increasing the sanitary sewer wholesale services system development charge in Rate Zone One and Two to \$7,850, and increasing the surface water system development charge to \$211 for WES Rate Zone Two.

Respectfully submitted,



Greg Geist, Director  
Water Environment Services

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

The Matter of an Order Establishing  
System Development Charges for  
Water Environment Services for  
Fiscal Year 2019-2020

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This matter coming before the Board of County Commissioners of Clackamas County, Oregon, as the governing body of Water Environment Services (the "Board"), an intergovernmental entity created pursuant to Oregon Revised Statutes Chapter 190 ("WES"), in the Board's regular business meeting on June 27, 2019.

WHEREAS, WES began providing services within Rate Zone One (contiguous with the boundaries of the Tri-City Service District ("TCSD")) and Rate Zone Three (contiguous with the boundaries of the Surface Water Management Agency of Clackamas County) as of July 1, 2017, and began providing services within Rate Zone Two (contiguous with the boundaries of Clackamas County Service District No. 1 ("CCSD#1")) as of July 1, 2018; and

WHEREAS, on June 29, 2017, the SDC methodology for CCSD#1 and TCSD were adopted as the System Development Charge ("SDC") methodology for WES; and

WHEREAS, on February 21, 2019, the Board of County Commissioners adopted the WES Capital Improvement Plan for FY 2018-2023 (the "CIP"), which anticipates approximately two hundred twenty-four million (\$224,000,000) in infrastructure improvements, primarily relating to wastewater services; and

WHEREAS, under the FY 2018-2023 CIP, a statutory maximum rate of \$13,019 per EDU was calculated as detailed in a report titled "Wastewater System Development Charge Update" created by Donovan Enterprises, Inc. in June 2019, attached as Exhibit A and incorporated herein ("2019 Donovan Report"); and

WHEREAS, WES' Rules and Regulations allow for the update of a Sanitary Sewer SDC by order based upon new CIP information and projects; and

WHEREAS, on May 23, 2019, the Water Environment Services Advisory Committee recommended the Board harmonize the Sanitary Sewer wholesale SDC rate within Rate Zones One and Two and increase the Sanitary Sewer SDC rate to \$7,850 for fiscal year 2019-2020, rather than to the CIP-justified statutory maximum of \$13,019 per EDU; and

WHEREAS, on June 3, 2019, the Water Environment Services Budget Committee approved the fiscal year 2019-20 budget for WES, which included a Sanitary Sewer wholesale SDC rate of \$7,850 for both Rate Zones One and Two and a Surface Water SDC rate of \$211; and

WHEREAS, in order to meet the continuing obligations and ensure effective performance of WES, it is necessary to adopt an increased Sanitary Sewer wholesale SDC within Rate Zone One of \$7,850, and adopt an increased Sanitary Sewer wholesale SDC within Rate Zone Two of \$7,850, and also adopt an increased Surface Water SDC within Rate Zone Two of \$211;



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

The Matter of an Order Establishing  
System Development Charges for  
Water Environment Services for  
Fiscal Year 2019-2020

ORDER NO.

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The Board, having held a hearing and considered the factual supporting materials, and being fully advised, it is hereby ORDERED:

1. Effective August 1, 2019, the WES wholesale sanitary sewer service system development charge within Rate Zone One (contiguous with the boundaries of the Tri-City Service District) shall be Seven Thousand Eight Hundred Fifty Dollars (\$7,850.00) per equivalent dwelling unit as defined and applied by the WES Rules and Regulations, the previously-adopted methodology, and the 2019 Donovan Report; and
2. Effective August 1, 2019, the WES wholesale sanitary sewer service system development charge within Rate Zone Two (contiguous with the boundaries of Clackamas County Service District No. 1) shall be Seven Thousand Eight Hundred Fifty Dollars (\$7,850.00) per equivalent dwelling unit as defined and applied by the WES Rules and Regulations, the previously-adopted methodology and the 2019 Donovan Report; and
3. Effective August 1, 2019, the WES surface water system development charge within Rate Zone Two shall be Two Hundred Eleven Dollars (\$211.00) per equivalent service unit as defined and applied by the WES SDC ordinance and the previously-adopted methodology; and
4. WES staff is directed to publish these updated SDC charges where appropriate, in accordance with this order; and
5. An executed copy hereof shall be kept on file at WES.

ADOPTED this 27<sup>th</sup> day of June, 2019.

CLACKAMAS COUNTY BOARD OF COUNTY  
COMMISSIONERS as the Governing Body  
of Water Environment Services:

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Chair

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Recording Secretary

Presented by:



June

# 2019

Wastewater System  
Development Charge  
Update

## Final Report

Prepared for:



Donovan Enterprises, Inc.  
9600 SW Oak Street, Suite 335  
Tigard, Oregon 97223-6596  
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# Water Environment Services 2019 Wastewater SDC Methodology Update

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## Introduction/History of the Project

Water Environment Services (WES) conducts periodic updates to its Public Facility Plans to provide orderly and sustainable growth of wastewater infrastructure. A key component to funding these public facilities is the system development charge (SDC) program. SDCs are one-time charges for new development—designed to recover the costs of infrastructure capacity needed to serve new development. This section describes the policy context and project scope upon which the body of this report is based. It concludes with a numeric overview of the calculations presented in subsequent sections of this report for wastewater SDCs.

The current schedule of SDCs were last reviewed in the Fall of 2013. Since that time, WES has completed new master plans for wastewater collection and treatment services. In January of 2019, WES hired Donovan Enterprises, Inc. to review and update the wastewater SDC calculations. No changes have been made to the methodology that is used to calculate the SDCs. With this review and update, WES has stated a number of objectives:

- Review the basis for charges to ensure a consistent methodology;
- Address specific policy, administrative, and technical issues which had arisen from application of the existing SDCs;
- Determine the most appropriate and defensible fees, ensuring that development is paying its way;
- Consider possible revisions to the structure or basis of the charges which might improve equity or proportionality to demand;
- Provide clear, orderly documentation of the assumptions, methodology, and results, so that WES staff could, by reference, respond to questions or concerns from the public.

This report provides the documentation of that effort, and was done in close coordination with WES staff and available facilities planning documents. The SDC update complies with WES Rules and Regulations regarding SDCs (for rate zone 1, Chapter 2, Section 9.1 through 9.1.13; and for rate zone 2, Chapter 4, Section 4.1 through 4.1.15).

Table 1 gives a component breakdown for the current and proposed residential equivalent SDCs for wastewater collection, treatment, and disposal services.

Table 1 - Component Breakdown of the Proposed Residential Equivalent Wastewater SDCs

	Calculated SDCs	SDCs as of June 1, 2019
SDCs by rate zone:		
Rate zone 1:		
Reimbursement fee	-	-
Improvement fee	11,927	3,490
Administration fee*	596	-
<b>Total rate zone 1 SDC</b>	<b>\$ 12,523</b>	<b>\$ 3,490</b>
Rate zone 2:		
Reimbursement fee	357	-
Improvement fee	12,042	7,615
Administration fee*	620	-
<b>Total rate zone 2 SDC</b>	<b>\$ 13,019</b>	<b>\$ 7,615</b>

\* note: administration fees are different between rate zones based on assumed flat 5% fee on total calculated reimbursement and improvement fees per zone

## Analytical Process for the SDC Updates

This study is an update of the System Development Charge (SDC) methodology analysis that was completed by WES in December, 2013. This update addresses the levels and structure of SDCs needed to support current and future infrastructure investments managed by WES. This study also takes into account the recommendations of the recently completed wastewater treatment facilities plan update. That plan calls for future investments of \$224 million over the five years by WES.

WES was created in August, 1984, to administer several county service districts formed under ORS Chapter 451. The enabling legislation establishes county service districts as independent municipal corporations authorized to provide specific services within specified boundaries in Clackamas County. The Board of County Commissioners (BOCC) is designated as the governing body with the County Administrator serving as the Administrator of the Districts.

In November of 2016, the BOCC in their capacity as directors of the Tri-City Service District (TCSD), and Clackamas County Service District No. 1 (CCSD1) created an intergovernmental partnership for the delivery of wastewater collection and treatment services. This municipal partnership is called WES. In May of 2017, that partnership agreement was amended to include the Surface Water Management Agency of Clackamas County (SWMACC). WES' formation enables more efficient and cost-effective delivery of wastewater and surface water services on a regionalized basis. At the time of formation, the BOCC created rate zones. As of today, there are three (3) rate zones within WES. Rate zone 1 is coterminous with the boundaries of TCSD. Rate zone 2 is coterminous with the boundaries of CCSD1, and

rate zone 3 is coterminous with SWMACC. The scope of this SDC update is limited to the wastewater SDCs charged by WES in rate zones 1 and 2.

Section 3 of the amended partnership agreement establishes the ratemaking authority of the WES Board. The SDC ratemaking authority and functions are enumerated in Section 3.05. This section is shown in its entirety below:

**3.05 Connection Charge and System Development Charge.** Until at least the end of the Transition Period, each Partner shall collect a Connection Charge and System Development Charge equal to the amount established by the WES Board for every additional structure connected to the WES System beginning with the effective date established by the WES Board. After the Transition Period, the WES Board may directly charge a Connection Charge or direct a Partner to continue charging the same until otherwise directed by the WES Board. Upon change in the character in use of any structure connected to the WES System resulting in increased wastewater or surface water discharge, an additional WES Connection Charge and System Development Charge shall be collected so as to account for actual use, giving appropriate credit for connection charges already paid. After the Transition Period concludes, all Connection Charges and/or System Development Charges shall be paid to WES with the Partner’s next monthly payment following the month in which the charges are collected. At least annually and more frequently as necessary, the WES Board shall consider the Connection Charge and confirm or adjust the amount of the Connection Charge as needed to cover costs of additional conveyance, treatment and management capacity.

The essential ingredient in the development of an SDC methodology is valid sources of data. For this project, the consultant team has relied on a number of data sources. The primary sources have been the newly formulated and adopted capital improvement plans for wastewater. We have supplemented these data sources with WES utility billing records, certified census data, and other documents that we deemed helpful, accurate, and relevant to this study. Table 2 contains a bibliography of the key documents/sources that we relied upon to facilitate our analysis and hence the resulting SDCs.

Table 2 - Data Sources for the Calculation of SDCs

Service	Master Plan Document and/or Corroborating Source Documentation
<p><b>Wastewater</b></p>	<ul style="list-style-type: none"> <li>• WES Capital Improvement Plan, 2018-2023; September 10, 2018</li> <li>• CCSD1 and TCSD Comprehensive Annual Financial Report for the Fiscal Year Ended June 30, 2018</li> <li>• 2018 Discharge Monitoring Reports Tri-City wastewater treatment plant and Kellogg Creek wastewater treatment plant</li> <li>• WES wastewater system fixed asset schedule; June 30, 2018; WES records</li> <li>• WES Utility Billing System – wastewater system active accounts and Equivalent Dwelling Units in service report; December, 2018</li> <li>• ECONorthwest Population Forecasts for Expanded Boundaries in the CCSD1 and TCSD Service Areas; August 9, 2016</li> <li>• WES Comprehensive Wastewater Rate Model; Fiscal 2018-19 forecast dated June 4, 2018</li> </ul>

The data sources shown in Table 2 were used to formulate the two (2) components of the SDCs. These components are the reimbursement and improvement fees. WES has been constructing the SDCs with these two components for over twenty years, and our analysis does not propose to change that methodology. A brief definition of the two components are:

- *The reimbursement fee* considers the cost of existing facilities, prior contributions by existing users of those facilities, the value of the unused/available capacity, and generally accepted ratemaking principles. The objective is future system users contribute no more than an equitable share to the cost of existing facilities. The reimbursement fee can be spent on capital costs or debt service related to the systems for which the SDC is applied.
- *The improvement fee* portion of the SDC is based on the cost of planned future facilities that expand the system's capacity to accommodate growth or increase its level of performance. In developing an analysis of the improvement portion of the fee, each project in the respective service's capital improvement plan is evaluated to exclude costs related to correcting existing system deficiencies or upgrading for historical lack of capacity. An example is a facility which improves system capacity to better serve current customers. The costs for this type of project must be eliminated from the improvement fee calculation. Only capacity increasing/level of performance costs provide the basis for the SDC calculation. The improvement SDC is calculated as a function of the estimated number of additional equivalent residential units to be served by WES's facilities over the planning period. Such a fee represents the greatest potential for future SDC changes. The improvement fee must also provide a credit for construction of a qualified public improvement.

## **SDC Legal Authorization and Background**

SDCs are authorized by Oregon Revised Statute (ORS) 223.297-314. The statute is specific in its definition of system development charges, their application, and their accounting. In general, an SDC is a one-time fee imposed on new development or expansion of existing development, and assessed at the time of development approval or increased usage of the system. Overall, the statute is intended to promote equity between new and existing customers by recovering a proportionate share of the cost of existing and planned/future capital facilities that serve the developing property. Statute further provides the framework for the development and imposition of SDCs and establishes that SDC receipts may only be used for capital improvements and/or related debt service.

Finally, two cost basis adjustments are potentially applicable to both reimbursement and improvement fees: fund balance and compliance costs. In this study, the project team has paid attention to this detail to align future infrastructure costs to those responsible for paying those costs. The reasons for this attention are as follows:

- *Fund Balances* - To the extent that SDC revenue is currently available in fund balance, that revenue should be deducted from its corresponding cost basis. For example, if WES has wastewater improvement fees that it has collected but not spent, then those unspent improvement fees should be deducted from the wastewater system's improvement fee cost basis to prevent charging twice for the same capacity.
- *Compliance Costs* - ORS 223.307(5) authorizes the expenditure of SDCs on "the costs of complying with the provisions of ORS 223.297 to 223.314, including the costs of developing system development charge methodologies and providing an annual accounting of system development

charge expenditures.” To avoid spending monies for compliance that might otherwise have been spent on growth-related projects, this report includes an estimate of compliance costs in its SDCs.

## **Reimbursement Fee Methodology**

The reimbursement fee represents a buy-in to the cost, or value, of infrastructure capacity within the existing system. Generally, if a system were adequately sized for future growth, the reimbursement fee might be the only charge imposed, since the new customer would be buying existing capacity. However, staged system expansion is needed, and an improvement fee is imposed to allocate those growth-related costs. Even in those cases, the new customer also relies on capacity within the existing system, and a reimbursement component is warranted.

In order to determine an equitable reimbursement fee to be used in conjunction with an improvement fee, two points should be highlighted. First, the cost of the system to WES customers may be far less than the total plant-in-service value. This is due to the fact that elements of the existing system may have been contributed, whether from developers, governmental grants, and other sources. Therefore, the net investment by the customer/owners is less. Second, the value of the existing system to a new customer is less than the value to an existing customer, since the new customer must also pay, through an improvement fee, for expansion of some portions of the system.

The method used for determining the reimbursement fee accounts for both of these points. First, the charge is based on the net investment in the system, rather than the gross cost. Therefore, donated facilities, typically including local facilities, and grant-funded facilities, would be excluded from the cost basis. Also, the charge should be based on investments clearly made by the current users of the system, and not already supported by new customers. Tax supported activities fail this test since funding sources have historically been from general revenues, or from revenues which emanate, at least in part, from the properties now developing. Second, the cost basis is allocated between used and unused capacity, and, capacity available to serve growth. In the absence of a detailed asset by asset analysis, it is appropriate to allocate the cost of existing facilities between used and available capacity proportionally based on the forecasted population growth as converted to equivalent dwelling units over the planning period. This approach reflects the philosophy, consistent with Wes’ updated master plans, that facilities have been sized to meet the demands of the customer base within the established planning period.

## **Improvement Fee Methodology**

There are three basic approaches used to develop improvement fee SDCs: “standards-driven”, “improvements-driven”, and “combination/hybrid” approaches. The “standards-driven” approach is based on the application of Level of Service (LOS) standards for facilities. Facility needs are determined by applying the LOS standards to projected future demand, as applicable. SDC-eligible amounts are calculated based on the costs of facilities needed to serve growth. This approach works best where level of service standards has been adopted but no specific list of projects is available. The “improvements-driven” approach is based on a specific list of planned capacity increasing capital improvements. The portion of each project that is attributable to growth is determined, and the SDC-eligible costs are calculated by dividing the total costs of growth-required projects by the projected increase in projected future demand, as applicable. This approach works best where a detailed master plan or project list is available and the benefits of projects can be readily apportioned between growth and current users. Finally, the combination/hybrid-approach includes elements of both the “improvements driven” and “standards-driven” approaches. Level of Service standards may be used to create a list of planned capacity-increasing projects, and the growth required portions of projects are then used as the basis for



determining SDC eligible costs. This approach works best where levels of service have been identified and the benefits of individual projects are not easily apportioned between growth and current users.

In the past, WES has utilized the “improvements-driven” approach for the calculation of SDCs. This study continues to use this method, and has relied on the capital improvement plans that are incorporated in the master plans, and plan updates for the wastewater systems.

For this SDC methodology update, the improvement fee represents a proportionate share of the cost to expand the systems to accommodate growth. This charge is based on the newly adopted capital improvement plans established by WES for wastewater services. The costs that can be applied to the improvement fees are those that can reasonably be allocable to growth. Statute requires that the capital improvements used as a basis for the charge be part of an adopted capital improvement schedule, whether as part of a system plan or independently developed, and that the improvements included for SDC eligibility be capacity or level of service expanding. The improvement fee is intended to protect existing customers from the cost burden and impact of expanding a system that is already adequate for their own needs in the absence of growth.

The key step in determining the improvement fee is identifying capital improvement projects that expand the system and the share of those projects attributable to growth. Some projects may be entirely attributable to growth, such as a wastewater collection line that exclusively serves a newly developing area. Other projects, however, are of mixed purpose, in that they may expand capacity, but they also improve service or correct a deficiency for existing customers. An example might be a pump station project that both expands future capacity and corrects a chronic capacity issue for existing users. In this case, a rational allocation basis must be defined.

The improvement portion of the SDC is based on the proportional approach toward capacity and cost allocation in that only those facilities (or portions of facilities) that either expand the respective system’s capacity to accommodate growth or increase its respective level of performance have been included in the cost basis of the fee. As part of this SDC update, WES Staff and their engineering consultants were asked to review the planned capital improvement lists in order to assess SDC eligibility. The criteria in Figure 1 were developed to guide WES’s evaluation:

Figure 1 - SDC Eligibility Criteria

<p style="text-align: center;">Water Environment Services Steps Toward Evaluating <u>Capital Improvement Lists for SDC Eligibility</u></p> <p><u>ORS 223</u></p> <ol style="list-style-type: none"><li>1. Capital improvements mean the facilities or assets used for:<ol style="list-style-type: none"><li>a. Wastewater collection, transmission, treatment, and disposal</li></ol>This definition DOES NOT ALLOW costs for operation or routine maintenance of the improvements;</li><li>2. The SDC improvement base shall consider the cost of projected capital improvements needed to increase the capacity of the systems to which the fee is related;</li><li>3. An increase in system capacity is established if a capital improvement increases the "level of performance or service" provided by existing facilities or provides new facilities.</li></ol>
<p style="text-align: center;"><u>Under WES' approach, the following rules will be followed</u></p> <ol style="list-style-type: none"><li>1. Repair costs are not to be included;</li><li>2. Replacement costs will not be included unless the replacement includes an upsizing of system capacity and/or the level of performance of the facility is increased;</li><li>3. New regulatory compliance facility requirements fall under the level of performance definition and should be proportionately included;</li><li>4. Costs will not be included which bring deficient systems up to established design levels.</li></ol>

In developing the improvement fee, the project team in consultation with WES staff evaluated each of its CIP projects to exclude costs related to correcting existing system deficiencies or upgrading for historical lack of capacity. Only capacity increasing/level of performance costs were used as the basis for the SDC calculation, as reflected in the capital improvement schedules developed by WES. The improvement fee is calculated as a function of the estimated number of projected additional Equivalent Dwelling Units for wastewater over the planning horizon. Once the future costs to serve growth have been segregated (i.e., the numerator), they can be divided by the total number of new EDUs that will use the capacity derived from those investments (i.e., the denominator).

## Methodology for the Granting of Credits, Discounts, and Exemptions

### SDC Credits Policy

ORS 223.304 requires that credit be allowed for the construction of a "qualified public improvement" which is required as a condition of development approval, is identified in the Capital Improvement Plan, and either is not located on or contiguous to property that is the subject of development approval, or is located on or contiguous to such property and is required to be built larger or with greater capacity than

is necessary for the particular development project. The credit for a qualified public improvement may only be applied against an SDC for the same type of improvement, and may be granted only for the cost of that portion of an improvement which exceeds the minimum standard facility size or capacity needed to serve the particular project. For multi-phase projects, any excess credit may be applied against SDCs that accrue in subsequent phases of the original development project. In addition to these required credits, WES may, if it so chooses, provide a greater credit, establish a system providing for the transferability of credits, provide a credit for a capital improvement not identified in the Capital Improvement Plan, or provide a share of the cost of an improvement by other means.

WES has adopted a policy for granting SDC credits, and has codified this policy in the WES Rules and Regulations; last update July, 2018. The adopted SDC credit policy consists of five (5) items as follows:

*WES Rules and Regulations for Wastewater SDC Credits: Rate Zone 1 – Chapter 2; Section 9.1.9; Rate Zone 2 – Chapter 4; Section 4.1.10*

- (a) A permittee is eligible for credit against the improvement fee element of the system development charge for constructing a qualified public improvement. A qualified public improvement means one that meets all of the following criteria:
  - (1) Required as a condition of development approval by the Board or its designee through the development review process; and
  - (2) Identified in the District's Capital Improvement Plan; and
  - (3) (i) Not located within or contiguous to the property or parcel that is subject to development approval; or
    - (ii) Located in whole or in part on, or contiguous to, property that is the subject of development approval and required to be built larger or with greater capacity than is necessary for the particular development project to which the improvement fee is related.
  - (4) This credit shall be only for the improvement fee charged for the type of improvement being constructed. Credit under this section may be granted only for the cost of that portion of the improvement that exceeds the facility size or capacity needed to serve the development project and their oversizing provides capital usable by the district.
- (b) Applying the adopted methodology, the District may grant a credit against the improvement charge for capital facilities provided as part of the development that reduces the development's demand upon existing District capital improvements or the need for further District capital improvements or that would otherwise have to be constructed at District expense under the then-existing Board policies.
- (c) When the construction of a qualified public improvement gives rise to a credit amount greater than the improvement fee that would otherwise be levied against the project receiving development approval, the excess credit may be applied against improvement fees that accrue in subsequent phases of the original development project.
- (d) All credit requests must be in writing and filed with the District before the issuance of a building permit. Improvement acceptance shall be in accordance with the usual and customary practices, procedures and standards of the District. The amount of any credit shall be determined by the District and based upon the subject improvement construction contract documents, or other appropriate information, provided by the applicant for the credit. Upon a finding by the District that the contract amounts exceed the prevailing market rate for a similar

project, the credit shall be based upon market rates. The credit shall state the actual dollar amount that may be applied against any system development charge imposed against the subject property. The applicant has the burden of demonstrating qualification for a credit.

- (e) Credits shall be apportioned against the property which was subject to the requirements to construct an improvement eligible for credit. Unless otherwise requested, apportionment against lots or parcels constituting the property shall be proportionate to the anticipated public facility service requirements generated by the respective lots or parcels. Upon written application to the District, however, credits shall be reapportioned from any lot or parcel to any other lot or parcel within the confines of the property originally eligible for the credit. Reapportionment shall be noted on the original credit form retained by the District.
- (f) Any credits are assignable; however, they shall apply only to that property subject to the original condition for land use approval upon which the credit is based or any partitioned or subdivided parcel or lots of such property to which the credit has been apportioned. Credits shall only apply against system development charges, are limited to the amount of the fee attributable to the development of the specific lot or parcel for which the credit is sought, and shall not be a basis for any refund.
- (g) Any credit request must be submitted before the issuance of a building permit. The applicant is responsible for presentation of any credit and no credit shall be considered after issuance of a building permit.
- (h) Credits shall be used by the applicant within ten years of their issuance by the District.

### **SDC Discount Policy**

WES, at its sole discretion may discount the SDC rates by choosing not to charge a reimbursement fee for excess capacity, or by reducing the portion of growth-required improvements to be funded with SDCs. A discount in the SDC rates may also be applied on a pro-rata basis to any identified deficiencies, which must be funded from sources other than improvement fee SDCs. The portion of growth-required costs to be funded with SDCs must be identified in the CIP. Because discounts reduce SDC revenues, they increase the amounts that must come from other sources, such as user fees or general fund contributions, in order to acquire the facilities identified in the updated master plan(s).

### **Partial and Full SDC Exemption**

WES may exempt certain types of development, from the requirement to pay SDCs. Exemptions reduce SDC revenues and, therefore, increase the amounts that must come from other sources, such as user fees and property taxes. As in the case of SDC credits, WES has articulated a policy relative to partial and full SDC exemption. This SDC exemption policy is codified in the WES Rules and Regulations (for Rate Zone 1, Chapter 2; Section 9.1.8; for Rate Zone 2, Chapter 4, Section 4.1.9), and is as follows:

- (a) Structures and uses using the sewerage facilities on or before the effective date of the resolution.
- (b) Additions to single-family dwellings that do not constitute the addition of a dwelling unit, as defined by the Uniform Building Code or the City's Zoning Development Ordinance.
- (c) An alteration, addition, replacement or change in use that does not increase the parcel's or structure's use of the sanitary sewer facilities.

## Wastewater SDCs

### Wastewater Capital Improvement Plan

The principal sources of data for the wastewater system CIP are the 2018 capital improvement plans for wastewater treatment, pumping stations, and collection systems. WES Staff have periodically updated these plans for current development conditions. With the assistance of WES Staff, the project team has summarized the 2018 wastewater system CIPs for this SDC methodology update. The 2018 five-year wastewater system CIP is shown in Table 3. The project costs shown in Table 3 are organized in total and by priority tier. These priority tiers are established by WES and the projects assigned to each tier are regularly reviewed for status and efficacy. The criteria WES Staff use to prioritize projects are as follows:

- Health and Safety
- Ease of Implementation
- Innovation
- Regulatory Compliance
- Reliability
- Risk Reduction

Projects which received the highest scores when ranked against these criteria are placed in the first tier and are recommended for funding and will be carried forward in subsequent years of the CIP until completion. To be considered for the CIP, projects must result in the acquisition of an asset with a total cost of \$5,000 or more and an estimated useful life exceeding one year. Capital project costs include the costs of design, construction (or purchase), WES engineering, administrative and legal costs, and financing. Costs must be directly related to, and primarily benefit, a single capital project to be considered project costs.

As discussed above, each project in the 2018 five-year CIP has been reviewed by the project team in consultation with WES staff to eliminate projected costs for correcting existing system deficiencies or upgrading for historical lack of capacity. Table 4 shows the costs by year and by project category for capacity increasing/level of performance costs (i.e., SDC-eligible costs).

Table 3 - 2018 Wastewater System CIP

CAPITAL CATEGORY	18/19	19/20	20/21	21/22	22/23	5 YEAR CIP
TC WRRF	19,690,000	18,970,000	21,320,000	21,550,000	30,630,000	112,160,000
LAB	125,000	27,000	184,000		60,000	396,000
KC WRRF	9,200,000	11,700,000	8,492,000	3,000,000		32,392,000
HOODLAND WRRF	2,200,000	250,000		500,000	2,750,000	5,700,000
BORING WRRF	50,000	50,000				100,000
COLLECTION SYSTEM	4,945,000	6,160,000	13,470,000	16,150,000	14,750,000	55,475,000
BLUE HERON	100,000	-	-	-	6,000,000	6,100,000
FLEET	995,000	990,000	1,041,000	1,152,000	1,285,000	5,463,000
AM BUCKET - TC	400,000	400,000	400,000	400,000	400,000	2,000,000
AM BUCKET - KC	400,000	400,000	400,000	400,000	400,000	2,000,000
PUMP STATION						
UPGRADES	450,000	450,000	450,000	450,000	450,000	2,250,000
<b>Grand Total</b>	<b>38,555,000</b>	<b>39,397,000</b>	<b>45,757,000</b>	<b>43,602,000</b>	<b>56,725,000</b>	<b>224,036,000</b>

## SUMMARY BY TIER

	18/19	19/20	20/21	21/22	22/23	5 YEAR CIP
<b>TIER 1</b>						
TC WRRF	14,120,000	14,520,000	8,720,000	-		37,360,000
KC WRRF	9,150,000	10,000,000	4,000,000			23,150,000
LAB	125,000	27,000	184,000		60,000	396,000
HOODLAND WRRF	2,100,000	-				2,100,000
COLLECTION SYSTEM	4,780,000	4,150,000	6,450,000	7,150,000	7,150,000	29,680,000
FLEET	995,000	990,000	1,041,000	1,152,000	1,285,000	5,463,000
<b>TIER 1 Sum</b>	<b>31,270,000</b>	<b>29,687,000</b>	<b>20,395,000</b>	<b>8,302,000</b>	<b>8,495,000</b>	<b>98,149,000</b>
<b>TIER 2</b>						
TC WRRF	4,770,000	4,450,000	12,450,000	16,400,000	25,000,000	63,070,000
KC WRRF		1,700,000	4,492,000	3,000,000		9,192,000
HOODLAND WRRF		-		500,000	2,750,000	3,250,000
BORING WRRF	50,000	50,000				100,000
COLLECTION SYSTEM	165,000	1,810,000	7,020,000	9,000,000	7,600,000	25,595,000
<b>TIER 2 Sum</b>	<b>4,985,000</b>	<b>8,010,000</b>	<b>23,962,000</b>	<b>28,900,000</b>	<b>35,350,000</b>	<b>101,207,000</b>
<b>TIER 3</b>						
TC WRRF	800,000	-	150,000	5,150,000	5,630,000	11,730,000
KC WRRF	50,000					50,000
HOODLAND WRRF	100,000	250,000				350,000
COLLECTION SYSTEM		200,000				200,000
BLUE HERON	100,000	-	-	-	6,000,000	6,100,000
AM BUCKET - TC	400,000	400,000	400,000	400,000	400,000	2,000,000
AM BUCKET - KC	400,000	400,000	400,000	400,000	400,000	2,000,000
PUMP STATION UPGRA	450,000	450,000	450,000	450,000	450,000	2,250,000
<b>TIER 3 Sum</b>	<b>2,300,000</b>	<b>1,700,000</b>	<b>1,400,000</b>	<b>6,400,000</b>	<b>12,880,000</b>	<b>24,680,000</b>
<b>Grand Total</b>	<b>38,555,000</b>	<b>39,397,000</b>	<b>45,757,000</b>	<b>43,602,000</b>	<b>56,725,000</b>	<b>224,036,000</b>

Table 4 - 2018 Wastewater System CIP SDC-Eligible Costs

<b>TOTAL SDC-ELIGIBLE EXPENSES BY FISCAL YEAR</b>						
<b>CAPITAL CATEGORY</b>	<b>18/19</b>	<b>19/20</b>	<b>20/21</b>	<b>21/22</b>	<b>22/23</b>	<b>5 YEAR SDC TOTAL</b>
TC WRRF	10,700,000	12,425,000	12,575,000	10,500,000	12,500,000	58,700,000
LAB	-	-	-	-	-	-
KC WRRF	-	-	-	-	-	-
HOODLAND WRRF	-	-	-	250,000	1,375,000	1,625,000
BORING WRRF	-	-	-	-	-	-
COLLECTION SYSTEM	2,278,500	3,589,000	8,031,000	10,075,000	8,675,000	32,648,500
BLUE HERON	-	-	-	-	6,000,000	6,000,000
FLEET	-	-	-	-	-	-
AM BUCKET - TC	-	-	-	-	-	-
AM BUCKET - KC	-	-	-	-	-	-
PUMP STATION UPGRADES	-	-	-	-	-	-
<b>TOTALS</b>	<b>12,978,500</b>	<b>16,014,000</b>	<b>20,606,000</b>	<b>20,825,000</b>	<b>28,550,000</b>	<b>98,973,500</b>

<b>RETAIL SDC-ELIGIBLE EXPENSES BY FISCAL YEAR</b>						
<b>CAPITAL CATEGORY</b>	<b>18/19</b>	<b>19/20</b>	<b>20/21</b>	<b>21/22</b>	<b>22/23</b>	<b>5 YEAR SDC TOTAL</b>
TC WRRF	-	-	-	-	-	-
LAB	-	-	-	-	-	-
KC WRRF	-	-	-	-	-	-
HOODLAND WRRF	-	-	-	-	-	-
BORING WRRF	-	-	-	-	-	-
COLLECTION SYSTEM	225,000	537,500	1,037,500	1,037,500	287,500	3,125,000
BLUE HERON	-	-	-	-	-	-
FLEET	-	-	-	-	-	-
AM BUCKET - TC	-	-	-	-	-	-
AM BUCKET - KC	-	-	-	-	-	-
PUMP STATION UPGRADES	-	-	-	-	-	-
<b>TOTALS</b>	<b>225,000</b>	<b>537,500</b>	<b>1,037,500</b>	<b>1,037,500</b>	<b>287,500</b>	<b>3,125,000</b>

<b>WHOLESALE SDC-ELIGIBLE EXPENSES BY FISCAL YEAR</b>						
<b>CAPITAL CATEGORY</b>	<b>18/19</b>	<b>19/20</b>	<b>20/21</b>	<b>21/22</b>	<b>22/23</b>	<b>5 YEAR SDC TOTAL</b>
TC WRRF	10,700,000	12,425,000	12,575,000	10,500,000	12,500,000	58,700,000
LAB	-	-	-	-	-	-
KC WRRF	-	-	-	-	-	-
HOODLAND WRRF	-	-	-	250,000	1,375,000	1,625,000
BORING WRRF	-	-	-	-	-	-
COLLECTION SYSTEM	2,053,500	3,051,500	6,993,500	9,037,500	8,387,500	29,523,500
BLUE HERON	-	-	-	-	6,000,000	6,000,000
FLEET	-	-	-	-	-	-
AM BUCKET - TC	-	-	-	-	-	-
AM BUCKET - KC	-	-	-	-	-	-
PUMP STATION UPGRADES	-	-	-	-	-	-
<b>TOTALS</b>	<b>12,753,500</b>	<b>15,476,500</b>	<b>19,568,500</b>	<b>19,787,500</b>	<b>28,262,500</b>	<b>95,848,500</b>

## Wastewater Customers Current and Future Demographics

### Existing Wastewater Demand and Population Growth

WES bills customers on the basis of Equivalent Dwelling Units (EDU) rather than on metered water consumption. WES' rules and regulations defines the EDU as follows:

*A unit of measurement of sewer usage assumed to be equivalent to the usage of an average single-family dwelling unit. A unit is equivalent to sewage of a strength and volume normally associated with an average single-family dwelling unit or its equivalent. Where unit equivalency must be computed it shall be equivalent to: (a) 1,000 cubic feet of water consumption per month; (b) 0.449 pounds of BOD5 per day; and (c) 0.449 pounds of suspended solids per day.*

Existing wastewater service demand was derived from consultations with WES engineering and finance staff. Based on this data, it is estimated that as of fiscal 2017-18, WES served a total of 80,288 EDUs. After establishing existing demand conditions, the next step was to forecast future demand based on the criteria established by the District's CIP. To facilitate this demand forecasting effort, in 2016, WES retained ECONorthwest to provide population forecasting services. The resulting demand forecast data was presented to WES (for both CCSD1 and TCSD) and incorporated into WES planning documents.

The population forecasts that were contained in the ECONorthwest final report were expressed in five-year increments starting in 2015 and going out to 2040. For this SDC update, the project team used the ECONorthwest population growth forecast as the basis for estimating the future growth in EDUs. Over the five inflection points, the project team calculated the compounded annualized growth rates in population, and applied these growth rates to the know fiscal 2017-18 existing billable EDUs to arrive at future EDU totals. The resulting forecast of WES treatment EDUs is shown Table 5.

Table 5 - Forecast of Current and Future Wastewater EDUs

	Actual 2017	Estimated 2018	Budget 2019	Forecast			
				2020	2021	2022	2023
<b>Customer Profile (expressed in EDUs):</b>							
<i>Rate zone 1 (TCSD)</i>							
Wholesale Customers:							
Oregon City	15,805	16,174	16,909	17,493	18,098	18,723	19,023
West Linn	10,978	10,340	10,415	10,533	10,653	10,774	10,836
Gladstone - TC	3,589	3,466	3,486	3,459	3,432	3,405	3,407
Gladstone - CCSD1	767	744	744	738	732	727	727
Other	-	-	-	-	-	-	-
Total Tri-City Service District	31,139	30,724	31,554	32,223	32,915	33,628	33,993
<i>Rate zone 2 (CCSD1)</i>							
Wholesale Customers:							
Milwaukie	11,040	11,149	11,149	11,233	11,318	11,403	11,476
Johnson City	278	278	278	277	276	275	274
Total wholesale customers	11,318	11,427	11,427	11,510	11,594	11,679	11,750
Retail Customers:							
Unincorporated	29,337	29,786	30,991	31,604	32,230	32,868	33,282
Happy Valley	7,321	8,351	8,547	8,881	9,229	9,590	9,917
Damascus	905	-	-	-	-	-	-
Total retail customers	37,563	38,137	39,538	40,486	41,459	42,458	43,199
Total CCSD1 EDUs	48,881	49,564	50,965	51,996	53,053	54,137	54,949
Total WES EDUs	80,020	80,288	82,519	84,220	85,968	87,765	88,942



## Reimbursement Fee Calculations

As discussed earlier in this report, the reimbursement fee represents a buy-in to the cost, or value, of infrastructure capacity within the existing system. In theory, this should be a simple calculation. Simply go to the Utility's balance sheet, find the book value of assets in service, and divide that cost by the number of forecasted new connections to the wastewater system. That is a simple calculation, and it is wrong. In order to determine an equitable reimbursement, we have to account for some key issues of rate equity;

- First, the cost of the system to existing customers may be far less than the total plant-in-service value. This is due to the fact that elements of the existing system may have been contributed, whether from developers, governmental grants, and other sources.
- Second, the value of the existing system to a new customer is less than the value to an existing customer, since the new customer must also pay, through an improvement fee, for expansion of some portions of the system.
- Third, the accounting treatment of asset costs generally has no relationship to the capacity of an asset to serve growth. In the absence of a detailed asset by asset analysis detailed in the balance sheet (or fixed asset schedule), a method has to be used to allocate cost to existing and future users of the asset. Generally, it is industry practice to allocate the cost of existing facilities between used and available capacity proportionally based on the forecasted population growth as converted to equivalent dwelling units (i.e., equivalent ¾" meters) over the planning period.
- Fourth, the Oregon SDC statute has strict limitations on what type of assets can be included in the basis of the reimbursement fee. ORS 223.299 specifically states that a "capital improvement" does not include costs of the operation or routine maintenance of capital improvements. This means the assets on the balance sheet such as certain vehicles and equipment used for heavy repair and maintenance of infrastructure cannot be included in the basis of the reimbursement fee.

For this wastewater SDC methodology update, the following discrete calculation steps were followed to arrive at the recommended wastewater reimbursement fee.

- Step 1: Calculate the original cost of wastewater fixed assets in service. From this starting point, eliminate any assets that do not conform to the ORS 223.299 definition of a capital improvement. This results in the **adjusted original cost of wastewater fixed assets**.
- Step 2: Subtract from the adjusted original cost of wastewater fixed assets in service the accumulated depreciation of those fixed assets. This arrives at the **modified book value of wastewater fixed assets in service**.
- Step 3: Subtract from the modified book value of wastewater assets in service any grant funding or contributed capital. This arrives at the **modified book value of wastewater fixed assets in service net of grants and contributed capital**.
- Step 4: Subtract from the modified book value of wastewater fixed assets in service net of grants and contributed capital any principal outstanding on long term debt used to finance those assets. This arrives a **gross wastewater reimbursement fee basis**.
- Step 5: Subtract from the gross wastewater reimbursement fee basis the fund balance held in the Wastewater Reimbursement SDC fund (if available). This arrives at the **net wastewater reimbursement fee basis**.

Step 6: Divide the net wastewater reimbursement fee basis by the sum of existing and future EDUs to arrive at the **unit net reimbursement fee**.

The actual data that was used to calculate the total wastewater reimbursement fee is shown below in Table 6.

Table 6 - Calculation of the Wastewater Reimbursement Fee

	Wholesale			Retail
	CCSD No. 1	Tri-City	Total	CCSD No. 1
Utility plant in service- original cost <sup>1</sup>				
Intangible plant	\$ 849,223	\$ 1,040,218	\$ 1,889,441	\$ -
Interceptor plant	-	20,600,311	20,600,311	-
Pumping plant	-	5,622,031	5,622,031	-
Sewage treatment plant	191,447,867	58,202,886	249,650,753	-
Sewage treatment line system	-	-	-	132,173,634
Equipment, tools, and appurtenances	10,585,784	7,980,296	18,566,080	-
Construction work-in-progress	7,699,158	1,565,697	9,264,855	-
Land	5,261,908	3,514,699	8,776,607	-
Subtotal utility plant in service original cost	215,843,940	98,526,138	314,370,078	132,173,634
Less: grants and contributed capital: <sup>2</sup>				
EPA Clean Water Act grants	10,896,488	36,936,813	47,833,301	-
Contributed capital - Milwaukie	1,554,228	-	1,554,228	26,824
Contributed capital - Johnson City	67,548	-	67,548	-
Subtotal grants and contributed capital	12,518,264	36,936,813	49,455,077	26,824
Less: accumulated depreciation <sup>1</sup>				
Intangible plant	802,188	1,040,216	1,842,404	-
Interceptor plant	-	10,595,740	10,595,740	-
Pumping plant	-	3,641,245	3,641,245	-
Sewage treatment plant	115,090,958	42,069,961	157,160,919	115,090,958
Sewage treatment line system	-	-	-	-
Equipment, tools, and appurtenances	8,578,860	5,723,278	14,302,138	-
Subtotal accumulated depreciation	124,472,006	63,070,440	187,542,446	115,090,958
Utility plant in service net of grants and accumulated depreciation <sup>1</sup>	78,853,670	(1,481,115)	77,372,555	17,055,852
Less: principal outstanding on long term debt: <sup>1</sup>				
DEQ Clean Water State Revolving Loan R06224	-	-	-	1,646,239
Revenue Bonds 2002A	840,000	-	840,000	-
Revenue Obligations 2009A	2,370,000	-	2,370,000	-
Revenue Obligations 2009B	4,245,000	-	4,245,000	-
Revenue Obligations 2010	3,255,000	-	3,255,000	-
Revenue Refunding Obligations 2016	82,235,000	-	82,235,000	-
Subtotal principal outstanding on long term debt	92,945,000	-	92,945,000	1,646,239
Utility plant in service net of grants, contributed capital, accumulated depreciation, and principal outstanding on long term debt	\$ (14,091,330)	\$ (1,481,115)	\$ (15,572,445)	\$ 15,409,613

<sup>1</sup> Source: Clackamas County Service District No. 1 and Tri-City Service Districts Comprehensive Annual Financial Reports for the year ended June 30, 2017

<sup>2</sup> Source: Clackamas County Service District No. 1 records

Table 6 Continued - Calculation of the Wastewater Reimbursement Fee

Wholesale reimbursement fee SDC calculation:		
SDC eligible costs		0
Existing and future wholesale EDUs		88,942
	<b>Wholesale reimbursement fee SDC - \$/EDU</b>	<b>0</b>
Retail reimbursement fee SDC calculation:		
SDC eligible costs		\$ 15,409,613
Existing and future retail EDUs		43,199
	<b>Retail reimbursement fee SDC - \$/EDU</b>	<b>\$ 357</b>
Reimbursement fee SDCs by rate zone:		
	<b>Rate zone #1</b>	<b>\$ -</b>
	<b>Rate zone #2</b>	<b>\$ 357</b>

## Improvement Fee Calculations

The calculation of the wastewater improvement fee is more streamlined than the process used to calculate the wastewater reimbursement fee. This study continues to use the improvements-driven method, and has relied on the 2018 wastewater system capital improvement plan. Under this methodology, only three steps are required to arrive at the improvement fee. These steps are:

- Step 1: Accumulate the future cost of planned improvements needed to serve growth. This arrives at **the gross improvement fee basis**.
- Step 2: Subtract from the gross improvement fee basis the fund balance held in the Wastewater Improvement SDC Fund. This arrives at **the net wastewater improvement fee basis**.
- Step 3: Divide the net wastewater improvement fee basis by the forecasted number of growth EDUs over the planning period. This arrives at **the total wastewater improvement fee**.

The actual data that was used to calculate the total wastewater improvement fee is shown below in Table 7.

Table 7 - Calculation of the Wastewater Improvement Fee

Capital Program/Asset Class	SDC Eligible Costs from CIP		
	Wholesale	Retail	Total
Tri-City WRRF	\$ 58,700,000	\$ -	\$ 58,700,000
Laboratory	-	-	-
Kellogg Creek WRRF	-	-	-
Hoodland WRRF	1,625,000	-	1,625,000
Boring WRRF	-	-	-
Collection system (including interceptors)	29,523,500	3,125,000	32,648,500
Blue Heron	6,000,000	-	6,000,000
Fleet	-	-	-
Tri-City asset management	-	-	-
Kellogg Creek asset management	-	-	-
Pump station upgrades	-	-	-
2018 gross improvement fee basis	\$ 95,848,500	\$ 3,125,000	\$ 98,973,500
less: Improvement fee SDC fund balance	19,243,785	2,702,177	21,945,962
Improvement fee adjusted basis	\$ 76,604,715	\$ 422,823	\$ 77,027,538

## Wholesale improvement fee SDC calculation:

SDC eligible costs	\$ 76,604,715
Growth EDUs	6,423
<b>Wholesale improvement fee SDC - \$/EDU</b>	<b>\$ 11,927</b>

## Retail improvement fee SDC calculation:

SDC eligible costs	\$ 422,823
Growth EDUs (rate zone 2)	3,661
<b>Retail improvement fee SDC - \$/EDU</b>	<b>\$ 115</b>

## Improvement fee SDCs by rate zone:

<b>Rate zone #1</b>	<b>\$ 11,927</b>
<b>Rate zone #2</b>	<b>\$ 12,042</b>

## Wastewater SDC Model Summary and Conclusions

The 2019 wastewater SDC methodology update was done in accordance with WES Rules and Regulations, and with the benefit of adopted capital improvement plans and plan updates for wastewater services. We recommend WES update the SDC charge and methodology to reflect the current capital improvement program. Our analysis indicates WES can charge a maximum of \$12,523 in rate zone 1 and \$13,019 in rate zone 2 per EDU. A comparison of the proposed and current wastewater SDCs for the average single-family residential customer is shown below in Table 8.

Table 8 - Proposed and Current Wastewater SDCs for a 3/4" Meter

	<u>Calculated SDCs</u>	<u>SDCs as of June 1, 2019</u>
SDCs by rate zone:		
Rate zone 1:		
Reimbursement fee	-	-
Improvement fee	11,927	3,490
Administration fee*	596	-
<b>Total rate zone 1 SDC</b>	<b>\$ 12,523</b>	<b>\$ 3,490</b>
Rate zone 2:		
Reimbursement fee	357	-
Improvement fee	12,042	7,615
Administration fee*	620	-
<b>Total rate zone 2 SDC</b>	<b>\$ 13,019</b>	<b>\$ 7,615</b>

\* note: administration fees are different between rate zones based on assumed flat 5% fee on total calculated reimbursement and improvement fees per zone

## SDCs in Neighboring Communities

Figures 2 and 3 show the current SDCs charged in neighboring communities for wastewater and “all municipal services”. The SDCs charged are as of June, 2019.

Figure 2 – Neighboring Communities' SDC – Wastewater as of June, 2019

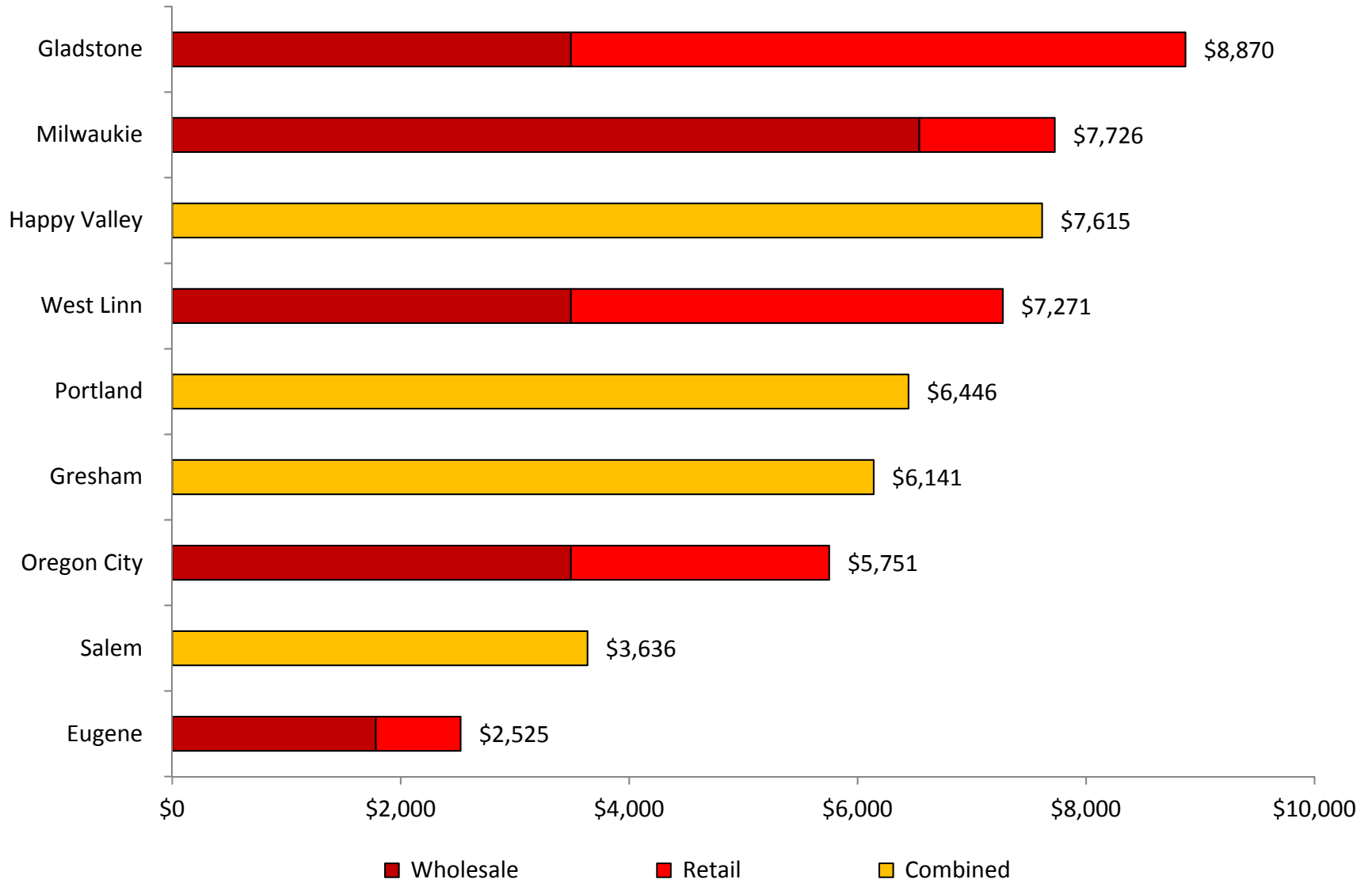
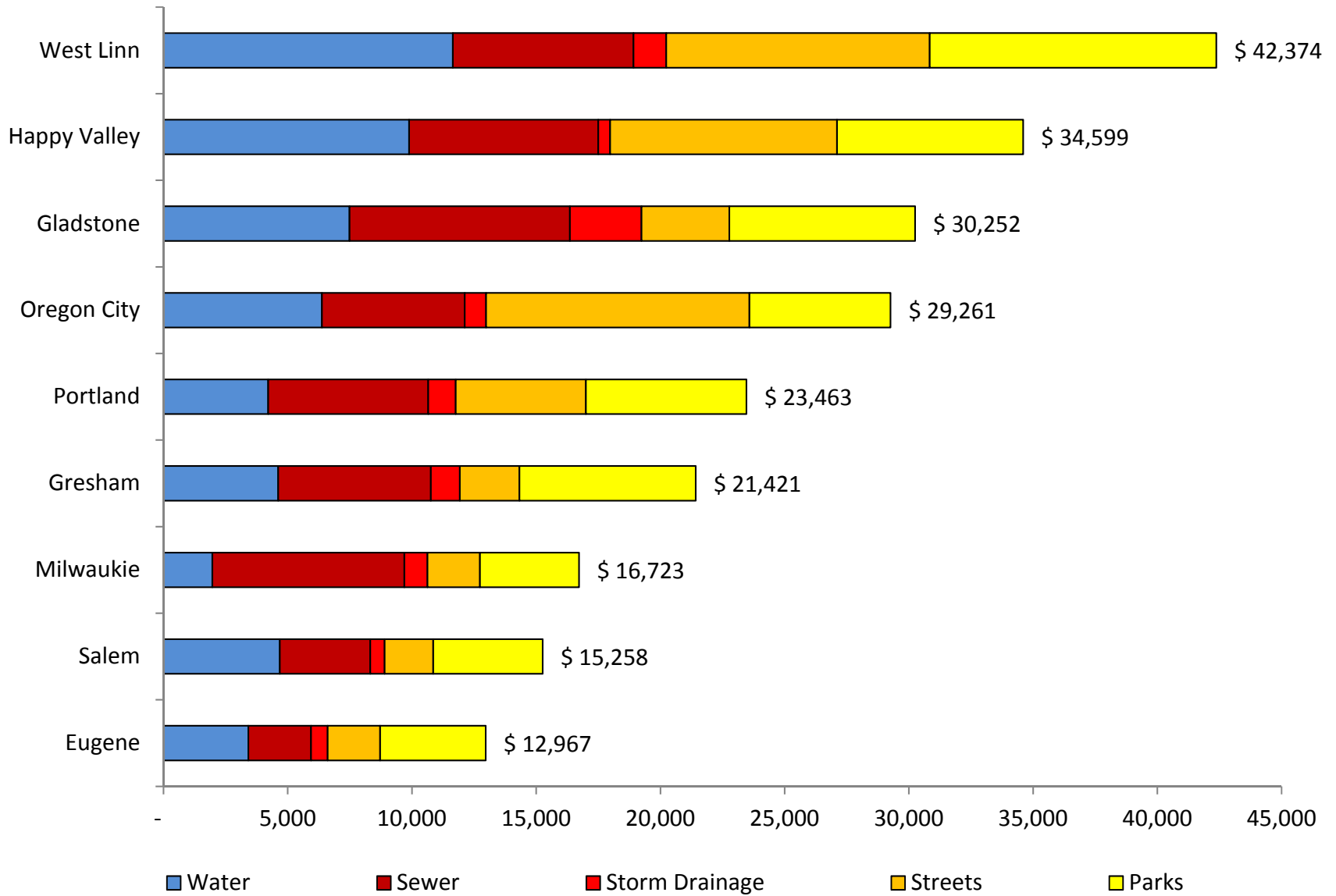


Figure 3 – Neighboring Communities' SDC – all SDCs as of June, 2019



June 27, 2019

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of an Amendment to the Intergovernmental Agreement  
with the City of Gladstone  
for the E. Clarendon Street Improvements Project

<b>Purpose/Outcomes</b>	Amendment #1 would add \$100,000 to the Intergovernmental Agreement for the construction of street, sidewalk, waterline and storm drain improvements along E. Clarendon Street in Gladstone.
<b>Dollar Amount and Fiscal Impact</b>	\$345,000 of Community Development Block Grant funds.
<b>Funding Source</b>	U.S. Department of Housing and Urban Development No County General Funds are involved.
<b>Duration</b>	Effective September 2018 through December 2019
<b>Previous Board Action</b>	Intergovernmental Agreement approved by the BCC on September 27, 2018 agenda item 092718 - A1. The construction contract for the project was approved on May 9, 2019.
<b>Strategic Plan Alignment</b>	1. Build a strong infrastructure 2. Ensure safe, healthy and secure communities
<b>County Counsel</b>	The Agreement was approved by County Counsel on September 17, 2018.
<b>Contact Person</b>	Mark Sirois, Housing and Community Development - (503) 655-5664
<b>Contract No.</b>	H3S 9047

**BACKGROUND:**

The Housing and Community Development Division of the Health, Housing and Human Services Department requests the approval of this Intergovernmental Agreement Amendment #1 with the City of Gladstone for the E. Clarendon Street Improvements Project. The construction bids submitted were well over the estimated project cost which prompted the City to request additional Community Development Block Grant (CDBG) funds. The Amendment would add \$100,000 of CDBG funds to the current amount of \$245,000 for a new total of \$345,000. The total construction contract is \$958,671. The City will match the grant with \$613,671 of city funds to complete this street improvement project.



**RECOMMENDATION:**

We recommend the approval of this Amendment and that Richard Swift H3S Director be authorized to sign on behalf of the Board of County Commissioners.

Respectfully submitted,



Richard Swift, Director

**AMENDMENT TO**  
**INTERGOVERNMENTAL AGREEMENT**  
**BETWEEN**  
  
**CLACKAMAS COUNTY DEPARTMENT OF**  
**HEALTH, HOUSING AND HUMAN SERVICES**  
**COMMUNITY DEVELOPMENT DIVISION**  
  
**AND**  
  
**THE CITY OF GLADSTONE**

H3S Contract #:9047

Board Order #: 082718 – A1

Amendment Requested by: The City of Gladstone

Changes:       Scope of Work                       Contract Budget  
                     Contract Time                       Other

Justification for Amendment No.1:

The City was awarded \$245,000 of FY 2018 CDBG funding for the E. Clarendon Street Improvements Project. The City is requesting additional CDBG funds because the construction bids were much higher than the project estimate. All of engineering costs are being paid for by the city.

Additional CDBG funding will allow for the project to proceed. The City has assembled funds to pay for 64% of the construction cost of project. The increased level of CDBG funds will cover 36% of the total cost of the construction required to complete the project. \$100,000 of additional CDBG funds became available in FY 2018 to increase the total amount of CDBG funds to \$345,000. (\$245,000 + \$100,000 = \$345,000).

No County General funds are involved in this project.

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TO AMEND

**III. Budget & Financial Responsibilities**

- A. The COUNTY will pay the contract for construction of the PROJECT. Subject to the terms and conditions of this Agreement, the CITY hereby promises to repay the COUNTY for the full amount paid under the construction contract.
- B. The CITY's obligation to repay the COUNTY shall be reduced by the amount of CDBG funds received from HUD for the PROJECT, in an amount not to exceed \$245,000. The parties agree that the CDBG funds will be applied first to the total cost of the construction contract for the PROJECT. If the total cost of the construction contract for the PROJECT exceeds the CDBG funds, the CITY will contribute the greater of:
  - 1. Twenty percent (20%) of the total cost of the construction contract for the PROJECT, or
  - 2. All costs which exceed available CDBG funds budgeted (**\$245,000**) for the PROJECT.

TO READ


**III. Budget & Financial Responsibilities**

- A. The COUNTY will pay the contract for construction of the PROJECT. Subject to the terms and conditions of this Agreement, the CITY hereby promises to repay the COUNTY for the full amount paid under the construction contract.
- B. The CITY's obligation to repay the COUNTY shall be reduced by the amount of CDBG funds received from HUD for the PROJECT, in an amount not to exceed \$345,000. The parties agree that the CDBG funds will be applied first to the total cost of the construction contract for the PROJECT. If the total cost of the construction contract for the PROJECT exceeds the CDBG funds, the CITY will contribute the greater of:
  - 3. Twenty percent (20%) of the total cost of the construction contract for the PROJECT, or
  - 4. All costs which exceed available CDBG funds budgeted (**\$345,000**) for the PROJECT.

---

**CITY OF GLADSTONE**

525 Portland Avenue  
Gladstone, Oregon 97027

  
\_\_\_\_\_  
Tammy Stempel, Mayor  
City of Gladstone

6/11/2019  
\_\_\_\_\_  
Date

**CLACKAMAS COUNTY**

Chair Jim Bernard  
Commissioner Sonya Fischer  
Commissioner Ken Humberston  
Commissioner Paul Savas  
Commissioner Martha Schrader

Signing on Behalf of the Board.

\_\_\_\_\_  
Richard Swift, Director  
Health, Housing & Human Services  
Department

\_\_\_\_\_  
Date



## DOCUMENT RETURN STATEMENT

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

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

Document number: 154378-2 Revised 2, hereinafter referred to as "Document."

I, \_\_\_\_\_  
Name Title

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

Clackamas County HSS - Children, Family + Community Connections by email.  
Contractor's name

On \_\_\_\_\_,  
Date

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

\_\_\_\_\_  
Authorizing signature

\_\_\_\_\_  
Date

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

June 27, 2019

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Subrecipient Grant Amendment with  
Community Living Above for youth marijuana and substance abuse prevention efforts in West Linn/Wilsonville.

<b>Purpose/Outcome</b>	Provide youth marijuana and substance abuse prevention in West Linn/Wilsonville to middle and high school students.
<b>Dollar Amount and Fiscal Impact</b>	Amendment adds \$30,000 for a total of \$60,000 No County Staff are funded through this Agreement.
<b>Funding Source</b>	Marijuana Tax Revenue
<b>Duration</b>	December 1, 2018 through June 30, 2020
<b>Previous Board Action/Review</b>	n/a
<b>Strategic Plan Alignment</b>	1. Individuals and families in need are healthy and safe 2. Ensure safe, healthy and secure communities
<b>Counsel Review</b>	County Counsel has reviewed and approved this document. Date of counsel review: 6/11/19
<b>Contact Person</b>	Korene Mather 503-650-5683
<b>Contract No.</b>	CFCC -9095

**BACKGROUND:**


The Children, Family and Community Connections Division of the Health, Housing & Human Services Department requests the approval of a Subrecipient Grant Amendment with Community Living Above for youth marijuana and substance abuse prevention programs for middle and high school youth in West Linn/Wilsonville. The primary goals will be to increase awareness of marijuana and other drug effects, incorporate anti-marijuana campaigns and provide case management for at-risk youth. Student participants will demonstrate increased perception of harm and increased resistance skills of marijuana/drug use as measured by pre/posttests.

This amendment is funded with Marijuana Tax Revenue funds. This Amendment becomes effective upon signature and extends the Agreement through June 30, 2020 and adds \$30,000 for a maximum value of \$60,000. It has been reviewed and approved by County Counsel.

**RECOMMENDATION:**

Staff recommends the Board approval of this Amendment and authorization for Richard Swift, H3S Director to sign on behalf of Clackamas County.

Respectfully submitted,

  
Richard Swift, Director  
Health, Housing & Human Services





Local Recipient Grant Amendment (FY 19-20)  
**H3S – Children, Family & Community Connections Division**

Local Grant Agreement Number: 9095	Board Order Number: n/a
Department/Division: H3S-CFCC	Amendment No. 1
Local Recipient: Community Living Above	Amendment Requested By: Korene Mather
Changes: <input checked="" type="checkbox"/> Scope of Service <input checked="" type="checkbox"/> Agreement Time	<input checked="" type="checkbox"/> Agreement Budget <input type="checkbox"/> Other:

**Justification for Amendment:**

This Amendment adds additional funds to continue Youth Substance Abuse Prevention services.

This Amendment adds to the maximum compensation and extends the duration of the grant.

Maximum compensation is increased by \$30,000 for a revised maximum of \$60,000. It becomes effective July 1, 2019 and terminates June 30, 2020.

Except as amended hereby, all other terms and conditions of the contract remain in full force and effect. The County has identified the changes with "***bold/italic***" font for easy reference.

**AMEND:**

- 1. Term and Effective Date.** This Agreement shall become effective on the date it is fully executed and approved as required by applicable law. Funds issued under this Agreement may be used to reimburse Subrecipient for expenses approved in writing by County relating to the project incurred no earlier than **December 1, 2018** and not later than **June 30, 2019**, unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement.

**TO READ:**

- 1. Term and Effective Date.** This Agreement shall become effective on the date it is fully executed and approved as required by applicable law. Funds issued under this Agreement may be used to reimburse Subrecipient for expenses approved in writing by County relating to the project incurred no earlier than **December 1, 2018** and not later than **June 30, 2020**, unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement.

**AMEND:**

- 4. Grant Funds.** The COUNTY's funding for this Agreement is the **Marijuana Tax Revenue Funds**. The maximum, not to exceed, grant amount that the COUNTY will pay on this Agreement is **\$30,000 [thirty-thousand dollars]**.

**TO READ:**

- 4. Grant Funds.** The COUNTY's funding for this Agreement is the **Marijuana Tax Revenue Funds**. The maximum, not to exceed, grant amount that the COUNTY will pay on this Agreement is **\$60,000 [sixty-thousand dollars]**.

**REPLACE:**

Exhibit B: Community Living Above– YSAP Budget

**WITH:**

EXHIBIT B: RECIPIENT BUDGET				
<b>Organization: Community Living Above</b>				
<b>Program Name: Youth Substance Abuse Prevention</b>				<b>Contract number: 9095</b>
<b>Program Contact: Pam Pearce</b>				
<b>Agreement Term: 12/1/2018 - 6/30/2020</b>				
Approved Award Budget Categories	Approved Budget 12/1/18 - 6/30/19	Approved Budget 7/1/19 - 6/30/20	Total Budget	Approved Match Amount
<b>Personnel Services</b>				No match is required on this award
50 FTE	\$ 8,000.00	\$ 8,000.00	\$ 16,000.00	
Fringe (payroll taxes, workers comp)		\$ 2,000.00	\$ 2,000.00	
<b>Total Personnel Services</b>	\$ 8,000.00	\$ 10,000.00	\$ 18,000.00	
<b>Administration</b>				
Payroll	\$ 1,055.00	\$ 500.00	\$ 1,555.00	
<b>Program Supplies</b>				
Meeting Food/Refreshments	\$ 4,145.00	\$ 1,500.00	\$ 5,645.00	
Promotional SWAG	\$ 3,750.00	\$ 300.00	\$ 4,050.00	
Promotional events, Educational Materials	\$ 3,500.00	\$ 800.00	\$ 4,300.00	
Campaign "Parents Who Host Lose the Most"		\$ 700.00	\$ 700.00	
Resource Directory (materials etc)	\$ 1,200.00	\$ 200.00	\$ 1,400.00	
Training/Conference	\$ 850.00	\$ 250.00	\$ 1,100.00	
Additional (please specify)	\$ 7,500.00	\$ 3,750.00	\$ 11,250.00	
Peer Support Advisor/Contractor Services		\$ 9,000.00	\$ 9,000.00	
Prevention Partnership with WLWV School District		\$ 3,000.00	\$ 3,000.00	
<b>Total Programmatic Costs</b>	\$ 22,000.00	\$ 20,000.00	\$ 42,000.00	
<b>Total Approved Budget</b>	\$30,000.00	\$30,000.00	\$60,000.00	

**ADD:**

Community Living Above– Youth Substance Abuse Prevention Reimbursement Request July '19-June '20

Exhibit C-1 REQUEST FOR DISBURSEMENT				
Requests for payment and projected costs are due 15 days before the end of the quarter, and should include:				
• Request with an authorized signature				
• Narrative explaining projected costs and activities that will occur				
<b>Organization:</b> Community Living Above (CLA) <b>Address:</b> 2600 Lexington Terrace West Linn, OR 97068			<b>Contract #:</b> 9095 <b>Payment request is for:</b>	
<b>Contact Person:</b> Pam Pearce <b>Phone Number:</b> 503-719-2057 <b>E-mail:</b> <a href="mailto:communitylivingabove@gmail.com">communitylivingabove@gmail.com</a>				
Budget Category	Budget	Projected Costs July '19-Sept '18	Received To Date	Balance
<b>Personnel</b>				
50 FTE	\$ 8,000.00	\$ -	\$ -	\$ 8,000.00
Fringe (payroll taxes/workers comp)	\$ 2,000.00	\$ -	\$ -	\$ 2,000.00
<b>Total Personnel</b>	\$ 10,000.00	\$ -	\$ -	\$ 10,000.00
<b>Administration</b>				
Payroll	\$ 500.00		\$ -	\$ 500.00
<b>Program Supplies</b>				
Meeting Food/Refreshments	\$ 1,500.00		\$ -	\$ 1,500.00
Promotional SWAG	\$ 300.00		\$ -	\$ 300.00
Educational Materials	\$ 800.00		\$ -	\$ 800.00
Campaign "Parents Who Host Lost the Most"	\$ 700.00		\$ -	\$ 700.00
Resource Directory	\$ 200.00			
Office supplies (meeting exp, supplies, printing, copies, program materials etc)	\$ 250.00			
Training/Conference	\$ 3,750.00		\$ -	\$ 3,750.00
<b>Additional (please specify)</b>				
Peer Support Advisor/Contractor Services	\$ 9,000.00			
Prevention Partnership with WLWV School Dist	\$ 3,000.00		\$ -	\$ 3,000.00
<b>Total Program</b>	\$ 20,000.00	\$ -	\$ -	\$ 20,000.00
<b>Total Grant Costs</b>	\$ 30,000.00	\$ -	\$ -	\$ 30,000.00

---

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized officers.

**AGENCY**

Community Living Above  
2600 Lexington Avenue  
West Linn, OR 97068

By: 

Pam Pearce, Executive Director

Date: 6/11/19

**CLACKAMAS COUNTY**

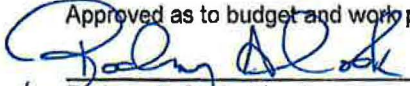
Commissioner: Jim Bernard, Chair  
Commissioner: Sonya Fischer  
Commissioner: Ken Humberston  
Commissioner: Paul Savas  
Commissioner: Martha Schrader

**Signing on Behalf of the Board:**

\_\_\_\_\_  
Richard Swift, Director  
Health, Housing and Human Services

Date: \_\_\_\_\_

Approved as to budget and work plan:



Rodney A. Cook, Director  
Children, Family & Community Connections Division

Date: 6/12/19

**ADD:**

Exhibit A-2: Community Living Above– Youth Substance Abuse Work Plan Quarterly Report July 1, 2019 – June 30, 2020

**Provider:** Community Living Above  
**Activity:** Youth Substance Abuse Prevention  
**Contract Period:** July 1, 2019-June 30, 2020

Activities/Outputs	Intermediate Outcomes/Measurement Tool		Oct- Dec	Jan- Feb	Mar- Apr	May- June
<u>Community Assessment: A &amp; D Assessment:</u> Achieve a clear understanding of the local conditions related to youth substance abuse.  Compare local student survey data with County and State data. Conduct at least 3 student focus groups. Interview a minimum of 6 local stakeholders; law enforcement, schools, parent's etcetera.	Community Assessment (Report) completed by April 30, 2019.	# focus groups conducted				
	Report # of focus groups, # interviews, date assessment complete	# interviews conducted				
		Assessment complete				
<u>Student A &amp; D Prevention Education</u> Complete at least 3 educational prevention events reaching at least 300 students such as; Spring Mentor Days, TMEC, National Facts Week. Demonstrate number of youth reached and an increased knowledge about substance use disorder.  Implement Sources of Strength Program in partnership with the West Linn Wilsonville School District.	85% of student participants will report increased knowledge as measured by post evaluation surveys	# events				
	10% of the entire middle school and high school populations aware of the Sources of Strength Program	# youth participants				
		# survey responses				
<u>Community Education:</u> Disseminate a Parent Resource Guide via the CLA website specific to A & D resources  To be developed by June 30, 2020 and share with parent or community groups.		# reporting increased knowledge				
		Date resource guide complete				
		# resource guides distributed				
<u>Coalition Development:</u> CLA Board of Directors  Recruit and develop board to represent the Drug Free Communities 12 Coalition Sectors: Youth, Parents, Businesses, Media, Schools, Organization Serving Youth, Law Enforcement, Religious or Fraternal organization, Civic/Volunteer Groups, Healthcare Professional, State Local or Tribal Government Agency, and other organization. Establish regular meeting schedule. Attend 2020 CADCA Conference, Coalition development track	Board Roster	# sectors represented on Board				
	Meeting Minutes	# Board meetings				
	# CADCA Attendees	# CADCA attendees				
<u>Student Engagement</u>  Host a minimum of 6 High School lunches for the CLA Teen Advisory Board and peer led mentor days with middles schools. Demonstrate attendance through a sign in sheet.	90% of TAB students will report increased A & D knowledge	# TAB lunch events				
		# of students attending				
		# students reporting increased knowledge				
<u>Parent Education:</u> Implement "Parents Who Host Lose the Most Campaign"  Obtain a minimum of 200 Parent Pledges to encourage youth to be substance free. Present at a minimum of 12 parent groups.	85% of parent participants will report increased knowledge and skills for talking to youth about A&D issues as measured by parents survey	# parent groups				
		# of parents pledging				
		# parents reporting increased knowledge and skills				

[Signature page follows]

June 27, 2019

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Subrecipient Grant Amendment with  
Northwest Family Services for PreventNet Community Schools – Urban, Milwaukie, Gladstone and Oregon City

<b>Purpose/Outcome</b>	PreventNet Community Schools provide prevention and school engagement activities and drug and alcohol prevention programming targeting middle and high-school students.
<b>Dollar Amount and Fiscal Impact</b>	Amendment adds \$69,750 (\$11,625 per school site) and \$30,000 for prevention and engagement activities. No County Staff are funded through this Agreement.
<b>Funding Source</b>	Clackamas County Behavioral Health unrestricted funds and Oregon Health Authority AD70 funds (CFDA 93-959).
<b>Duration</b>	July 1, 2017-December 31, 2019
<b>Previous Board Action/Review</b>	091417-A10
<b>Strategic Plan Alignment</b>	1. Individuals and families in need are healthy and safe 2. Ensure safe, healthy and secure communities
<b>Counsel Review</b>	County Counsel has reviewed and approved this document. Date of counsel review: 6/14/19
<b>Contact Person</b>	Korene Mather 503-650-3339
<b>Contract No.</b>	CFCC -8451

**BACKGROUND:**

The Children, Family and Community Connections Division of the Health, Housing & Human Services Department requests the approval of a Subrecipient Grant Amendment with Northwest Family Services for PreventNet Community School sites in the communities of Milwaukie, Gladstone, Oregon City and Urban Clackamas County. Services to be provided under this Agreement include prevention and school activities targeting middle and high school students.

This amendment is funded with Behavioral Health unrestricted funds. This Amendment becomes effective upon signature and extends the Agreement through December 31, 2019 and adds \$99,750 for a maximum value of \$657,750. It has been reviewed and approved by County Counsel.

**RECOMMENDATION:**

Staff recommends the Board approval of this Amendment and authorization for Richard Swift, H3S Director to sign on behalf of Clackamas County.

Respectfully submitted,



Richard Swift, Director  
Health, Housing & Human Services

*Healthy Families. Strong Communities.*



Subrecipient Amendment (FY 17-19)  
**Health, Housing & Human Services Department**  
**Children, Family and Community Connections**

<u>Subrecipient Agreement Number: 18-020</u>	<u>Board Order Number: 090417-A10</u>
<u>Department/Division: H3S/CFCC</u>	<u>Amendment No. 1</u>
<u>Subrecipient: Northwest Family Services</u>	<u>Amendment Requested By: Rodney Cook</u>
Changes: <input checked="" type="checkbox"/> Work Plan	<input checked="" type="checkbox"/> Agreement Budget
<input checked="" type="checkbox"/> Agreement Term	<input type="checkbox"/> Other:

**Justification for Amendment:**

This Amendment adds funding for prevention and school engagement activities and drug and alcohol prevention programming targeting middle and high school students at the six PreventNet sites in Oregon City, Gladstone, Milwaukie, and Urban areas of Clackamas County.

It extends the Agreement term through December 31, 2019, adds \$69,750 (\$11,625 per school site) in Behavioral Health unrestricted funds with prevention and engagement activities and services during the summer and fall months, and \$30,000 in federal funds for drug and alcohol prevention.

Compensation is increased by \$99,750 to a revised maximum value of \$657,750. This Amendment is effective upon signature by all parties and continues through December 31, 2019.

Except as amended hereby, all other terms and conditions of the contract remain in full force and effect. The County has identified the changes with "***bold/italic***" font for easy reference.

**AMEND:**

1. **Term and Effective Date.** This Agreement shall become effective on the date it is fully executed and approved as required by applicable law. Funds issued under this Agreement may be used to reimburse subrecipient for expenses approved in writing by County relating to the project incurred no earlier than **July 1, 2017** and no later than **June 30, 2019**, unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this agreement.

**TO READ:**

1. **Term and Effective Date.** This Agreement shall become effective on the date it is fully executed and approved as required by applicable law. Funds issued under this Agreement may be used to reimburse subrecipient for expenses approved in writing by County relating to the project incurred no earlier than **July 1, 2017** and no later than **December 31, 2019**, unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this agreement.

**Northwest Family Services**  
 Subrecipient Agreement 18-020 A-1

**AMEND:**

4. **Grant Funds.** The COUNTY's funding for this Agreement is the 2017-2019 Biennial Youth Development Council Youth & Community Tiers 1 and 2 Grants (Catalogue of Federal Domestic Assistance [CFDA] #93.667, Federal Award Identification Number [FAIN] 2B08TIO10043-16) issued to the COUNTY by Oregon Department of Education Youth Development Division. The maximum, not to exceed, grant amount that the COUNTY will pay is as follows:  
 For Fiscal Year 7/1/17-6/30/18: \$279,000  
 For Fiscal Year 7/1/18-6/30/19: \$279,000

This is a cost reimbursement grant and disbursements will be made in accordance with the schedule and requirements contained in Exhibit D: Required Financial Reporting and Reimbursement Request and Exhibit E: Monthly/Quarterly/Final Performance Report. Failure to comply with the terms of this Agreement may result in withholding of payment.

**TO READ:**

4. **Grant Funds.** COUNTY's funding for this Agreement is the 2017-2019 Biennial Youth Development Council Youth & Community Tiers 1 and 2 Grants (Catalogue of Federal Domestic Assistance [CFDA] #93.667, Federal Award Identification Number [FAIN] 2B08TIO10043-16) issued to COUNTY by Oregon Department of Education Youth Development Division, ***the Substance Abuse Mental Health Services Administration Block Grant (CFDA 93.959) issued to COUNTY by the Oregon Health Authority Public Health Division, and Clackamas County Behavioral Health unrestricted funds.*** The maximum, not to exceed, grant amount that COUNTY will pay is as follows:  
 For Fiscal Year 7/1/17-6/30/18: \$279,000  
 For Fiscal Year 7/1/18-6/30/19: ***\$309,000 (\$279,000 in CFDA 93.667 funds & \$30,000 in CFDA 93.959 funds)***  
***For July 1, 2019 – December 31, 2019: \$69,750 (Clackamas County Behavioral Health General Funds)***

This is a cost reimbursement grant and disbursements will be made in accordance with the schedule and requirements contained in Exhibit D: Required Financial Reporting and Reimbursement Request and Exhibit E: Monthly/Quarterly/Final Performance Report. Failure to comply with the terms of this Agreement may result in withholding of payment.

**ADD TO:**

17/19 NWFS Work Plan Quarterly Report

Provider: Northwest Family Services  
 Activity: PreventNet Drug/Alcohol Prevention Programming  
 Contact: Brian McCrady  
 Agreement Period: July 1, 2018 – June 30, 2019

Activities/Outputs	Intermediate Outcomes/Measurement Tool		June
<b><i>By June 30, 2019, provide drug/alcohol prevention-focused prosocial and teambuilding activities to a minimum of 30</i></b>	<b><i>85% of teambuilding and prosocial activity participants will report increased resistance to drug/alcohol use.</i></b>	# activities conducted	
	<b><i>Measured by post activity evaluations. Copies of evaluations will sent to CFCC</i></b>	# participants	



**Northwest Family Services**  
 Subrecipient Agreement 18-020 A-1

youth at 6 PreventNet sites (total 180 youth).		# evaluations collected	
		# reporting increased resistance to drug/alcohol use	
By June 30, organize a drug/alcohol prevention event for a minimum of 15 youth at 6 PreventNet sites (total 90 youth)	85% of event participants will report increased resistance to drug/alcohol use  Measured by event evaluations – copies will be sent to CFCC	# participants	
		# evaluations collected	
		# reporting increased resistance	

**Comments and Narrative**

Please provide additional information to explain the numbers reported in the work plan above, problems, issues, and successes.

July:

August:

September:

**Summer/Fall Work Plan Quarterly Report**  
 Clackamas County – Children, Family & Community Connections

Provider: Northwest Family Services  
 Activity: PreventNet Summer/Fall Programming  
 Program Period: July 1, 2019 – December 31, 2019

Activities/Outputs	Intermediate Outcomes/Measurement Tool		July	August	Sept	Total
By December 31, 2019, select a minimum of 18 at-risk youth (3 per site) for evidence-based small trauma groups; get permissions, start and facilitate groups weekly through length of curriculum.	85% of trauma group participants will demonstrate positive change in pro-social skills, reduced drug and alcohol use, and increased perception of harm.  Measured by curricula pre/post evaluations. Copies of pre/post evaluations will be sent to CFCC	# served				
		# weekly sessions conducted				
		# attending 3 out of 4 weekly sessions				
		# successful				
By December 31, 2019, provide case coordination for a minimum of 30 at-risk core youth (5 per site) for case coordination amongst students	85% of core youth will demonstrate reduced drug and alcohol use as measured by individual case plan goals.	# served				

**Northwest Family Services**  
**Subrecipient Agreement 18-020 A-1**

engaging in summer programming; have regular 1-on-1 check ins.	<i>Measureable progress towards goals will be clearly documented in the individual case plan files.</i>	# meeting progress goals				
By December 31, 2019, provide positive youth development and enrichment activities for a minimum of 180 youth (30 per site) at PreventNet sites	95% of students will report increased engagement and/or safety	# served				
	<i>Measured by sign-in sheets, client satisfaction surveys, and tracking of total attendance.</i>	# reporting increased engagement/safety				

**Comments and Narrative**

Please provide additional information to explain the numbers reported in the work plan above, problems, issues, and successes.

**July:**

**August:**

**September:**

*The remainder of this page left intentionally blank*

**REPLACE:**

Exhibit B, 2017-2019 Northwest Family Services PreventNet Site budgets for Gladstone, Milwaukie, Oregon City, and Urban.

<b>EXHIBIT B: SUBRECIPIENT BUDGET GLADSTONE</b>				
<b>Organization:</b> Northwest Family Services				
<b>Funded Program Name:</b> PreventNet Gladstone (Kraxberger)				
<b>Program Contact:</b> Rose Fuller rfuller@nwfs.org				
<b>Agreement Term:</b> July 1, 2017 - December 31, 2019				
<b>Approved Award Budget Categories</b>	<b>CFDA 93.667 Approved Award Amount 17/18</b>	<b>CFDAs 93.667 &amp; 93.959 Approved Award Amount 18/19</b>	<b>County General Fund Approved Award Amount July 1, 2019 - Dec 31, 2019</b>	<b>Total Approved Amount</b>
<b>Personnel</b> (List salary, FTE & Fringe costs for each position)				
Direct Service Staff 2 @.50 FTE	\$ 19,750.00	\$ 19,750.00	\$ 4,937.50	\$ 44,437.50
Fringe @ .23	\$ 4,542.50	\$ 4,542.50	\$ 1,135.63	\$ 10,220.63
Direct Service Support Staff 2 @ .3 FTE (\$27,040)	\$ 8,112.00	\$ 8,112.00	\$ 2,028.00	\$ 18,252.00
Fringe @ .18	\$ 1,866.00	\$ 1,866.00	\$ 365.00	\$ 4,097.00
Supervision @ .2 FTE (\$56,000/yr)	\$ 5,600.00	\$ 5,600.00	\$ 1,400.00	\$ 12,600.00
Fringe @ .23	\$ 1,288.00	\$ 1,288.00	\$ 322.00	\$ 2,898.00
<b>Total Personnel Services</b>	<b>\$ 41,158.50</b>	<b>\$ 41,158.50</b>	<b>\$ 10,188.13</b>	<b>\$ 92,505.13</b>
<b>Administration</b>				
<b>Supplies</b>				
Materials/ Supplies	\$ 391.50	\$ 5,391.50	\$ 75.00	\$ 5,858.00
Computer				
<b>Insurance</b>				
Insurance required for program				
<b>Travel</b>				
Mileage	\$ 550.00	\$ 550.00	\$ 100.00	\$ 1,200.00
Training/conferences	\$ 400.00	\$ 400.00	\$ -	\$ 800.00
<b>Additional (please specify)</b>				
<b>Total Programmatic Costs</b>	<b>\$ 1,341.50</b>	<b>\$ 6,341.50</b>	<b>\$ 175.00</b>	<b>\$ 7,858.00</b>
Indirect Rate @ 8% of total YDD award	\$ 4,000.00	\$ 4,000.00	\$ 1,261.87	\$ 9,261.87
<b>Total Grant Costs</b>	<b>\$ 46,500.00</b>	<b>\$ 51,500.00</b>	<b>\$ 11,625.00</b>	<b>\$ 109,625.00</b>

**Northwest Family Services**  
**Subrecipient Agreement 18-020 A-1**

<b>EXHIBIT B: SUBRECIPIENT BUDGET</b>				
<b>URBAN</b>				
<b>Organization:</b> Northwest Family Services				
<b>Funded Program Name:</b> PreventNet Urban (New Urban/Milwaukee HS)				
<b>Program Contact:</b> Rose Fuller rfuller@nwfs.org				
<b>Agreement Term:</b> July 1, 2017 - December 31, 2019				
	CFDA 93.667	CFDAs 93.667 & 93.659	County/General Fund	
Approved Award/Budget Categories	Approved Award Amount 17/18	Approved Award Amount 18/19	Approved Award Amount July-Dec 31, 2019	Total Approved Amount
<b>Personnel</b> (List salary, FTE & Fringe costs for each position)				
Direct Service Staff 2 @ .50 FTE	\$ 39,500.00	\$ 39,500.00	\$ 9,875.00	\$ 88,875.00
Fringe @ .23	\$ 9,085.00	\$ 9,085.00	\$ 2,271.26	\$ 20,441.26
Direct Service Support Staff 2 @ .3 FTE (\$27,040)	\$ 16,244.00	\$ 16,244.00	\$ 4,056.00	\$ 36,544.00
Fringe @ .18	\$ 3,736.00	\$ 3,736.00	\$ 730.00	\$ 8,202.00
Supervision @ .2 FTE (\$56,000/yr)	\$ 11,200.00	\$ 11,200.00	\$ 2,800.00	\$ 25,200.00
Fringe @ .23	\$ 2,576.00	\$ 2,576.00	\$ 644.00	\$ 5,796.00
<b>Total Personnel Services</b>	<b>\$ 82,341.00</b>	<b>\$ 82,341.00</b>	<b>\$ 20,376.26</b>	<b>\$ 185,058.26</b>
<b>Administration</b>				
<b>Supplies</b>				
Materials/ Supplies	\$ 759.00	\$ 10,759.00	\$ 150.00	\$ 11,668.00
Computer				
<b>Insurance</b>				
Insurance required for program				
<b>Travel</b>				
Mileage	\$ 1,100.00	\$ 1,100.00	\$ 200.00	\$ 2,400.00
Training/conferences	\$ 800.00	\$ 800.00		\$ 1,600.00
<b>Additional (please specify)</b>				
<b>Total Programmatic Costs</b>	<b>\$ 2,659.00</b>	<b>\$ 12,659.00</b>	<b>\$ 350.00</b>	<b>\$ 15,668.00</b>
Indirect Rate @ 8% of total YDD award	\$ 8,000.00	\$ 8,000.00	\$ 2,523.74	\$ 18,523.74
<b>Total Grant Costs</b>	<b>\$ 93,000.00</b>	<b>\$ 103,000.00</b>	<b>\$ 23,250.00</b>	<b>\$ 219,250.00</b>

**Northwest Family Services**  
 Subrecipient Agreement 18-020 A-1

**EXHIBIT B: SUBRECIPIENT BUDGET  
 MILWAUKIE**

**Organization:** Northwest Family Services  
**Funded Program Name:** PreventNet Milwaukie (Rowe/Alder Creek)  
**Program Contact:** Rose Fuller rf Fuller@nwfs.org  
**Agreement Term:** July 1, 2017 - December 31, 2019

Approved Award Budget Categories	CFDA 93.667	CFDA's 93.667 & 93.959	County General Fund	Total Approved Amount
	Approved Award Amount 17/18	Approved Award Amount 18/19	Approved Award Amount July 1- Dec 31, 2019	
<b>Personnel</b> (List salary, FTE & Fringe costs for each position)				
Direct Service Staff 2 @.50 FTE	\$ 39,500.00	\$ 39,500.00	\$ 9,875.00	\$ 88,875.00
Fringe @ .23	\$ 9,085.00	\$ 9,085.00	\$ 2,271.26	\$ 20,441.26
Direct Service Support Staff 2 @ .3 FTE (\$27,040)	\$ 16,244.00	\$ 16,244.00	\$ 4,056.00	\$ 36,544.00
Fringe @ .18	\$ 3,736.00	\$ 3,736.00	\$ 730.00	\$ 8,202.00
Supervision @ .2 FTE (\$56,000/yr)	\$ 11,200.00	\$ 11,200.00	\$ 2,800.00	\$ 25,200.00
Fringe @ .23	\$ 2,576.00	\$ 2,576.00	\$ 644.00	\$ 5,796.00
<b>Total Personnel Services</b>	\$ 82,341.00	\$ 82,341.00	\$ 20,376.26	\$ 185,058.26
<b>Administration</b>				
<b>Supplies</b>				
Materials/ Supplies	\$ 759.00	\$ 10,759.00	\$ 150.00	\$ 11,668.00
Computer				
<b>Insurance</b>				
Insurance required for program				
<b>Travel</b>				
Mileage	\$ 1,100.00	\$ 1,100.00	\$ 200.00	\$ 2,400.00
Training/conferences	\$ 800.00	\$ 800.00		\$ 1,600.00
<b>Additional (please specify)</b>				
<b>Total Programmatic Costs</b>	\$ 2,659.00	\$ 12,659.00	\$ 350.00	\$ 15,668.00
Indirect Rate @ 8% of total YDD award	\$ 8,000.00	\$ 8,000.00	\$ 2,523.74	\$ 18,523.74
<b>Total Grant Costs</b>	\$ 93,000.00	\$ 103,000.00	\$ 23,250.00	\$ 219,250.00

**Northwest Family Services**  
 Subrecipient Agreement 18-020 A-1

<b>EXHIBIT B: SUBRECIPIENT BUDGET</b>				
<b>Oregon City</b>				
<b>Organization:</b> Northwest Family Services				
<b>Funded Program Name:</b> PreventNet Oregon City				
<b>Program Contact:</b> Rose Fuller rfuller@nwfs.org				
<b>Agreement Term:</b> July 1, 2017 - December 31, 2019				
	CFDA 93.667	CFDAs 93.667 & 93.659	County General Fund	
<b>Approved/Award Budget Categories</b>	<b>Approved Award Amount 17/18</b>	<b>Approved Award Amount 18/19</b>	<b>Approved Award July 1-Dec 31, 2019</b>	<b>Total Approved Amount</b>
<b>Personnel</b> (List salary, FTE & Fringe costs for each position)				
Direct Service Staff 2 @.50 FTE	\$ 19,750.00	\$ 19,750.00	\$ 4,937.50	\$ 44,437.50
Fringe @ .23	\$ 4,542.50	\$ 4,542.50	\$ 1,135.63	\$ 10,220.63
Direct Service Support Staff 2 @ .3 FTE (\$27,040)	\$ 8,112.00	\$ 8,112.00	\$ 2,028.00	\$ 18,252.00
Fringe @ .18	\$ 1,866.00	\$ 1,866.00	\$ 365.00	\$ 4,097.00
Supervision @ .2 FTE (\$56,000/yr)	\$ 5,600.00	\$ 5,600.00	\$ 1,400.00	\$ 12,600.00
Fringe @ .23	\$ 1,288.00	\$ 1,288.00	\$ 322.00	\$ 2,898.00
<b>Total Personnel Services</b>	<b>\$ 41,158.50</b>	<b>\$ 41,158.50</b>	<b>\$ 10,188.13</b>	<b>\$ 92,505.13</b>
<b>Administration</b>				
<b>Supplies</b>				
Materials/ Supplies	\$ 541.50	\$ 5,541.50	\$ 75.00	\$ 6,158.00
Computer				
<b>Insurance</b>				
Insurance required for program	\$ 537.50	\$ 537.50		\$ 1,075.00
<b>Travel</b>				
Mileage	\$ 150.00	\$ 150.00	\$ 100.00	\$ 400.00
Training/conferences	\$ 75.00	\$ 75.00		\$ 150.00
<b>Additional (please specify)</b>				
Background checks	\$ 37.50	\$ 37.50		\$ 75.00
<b>Total Programmatic Costs</b>	<b>\$ 1,341.50</b>	<b>\$ 6,341.50</b>	<b>\$ 175.00</b>	<b>\$ 7,858.00</b>
Indirect Rate @ 8% of total YDD award	\$ 4,000.00	\$ 4,000.00	\$ 1,261.87	\$ 9,261.87
<b>Total Grant Costs</b>	<b>\$ 46,500.00</b>	<b>\$ 51,500.00</b>	<b>\$ 11,625.00</b>	<b>\$ 109,625.00</b>

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this amendment to be executed by their duly authorized officers.

**Northwest Family Services**  
6200 SE King Road  
Portland, OR 97222

**CLACKAMAS COUNTY**  
Commissioner: Jim Bernard, Chair  
Commissioner: Sonya Fischer  
Commissioner: Ken Humberston  
Commissioner: Paul Savas  
Commissioner: Martha Schrader

**Signing on behalf of the Board:**

By:   
Rose Fuller, Executive Director

Richard Swift, Director  
Health, Housing & Human Services

Dated: 6/12/19

Dated: \_\_\_\_\_

Approved budget and work plan  
  
Rodney Cook, Director  
Children, Family & Community Connections

Dated: 6/13/19

**COPY**

June 27, 2019

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Local Grant Agreement with Northwest Family Services  
for Children of Incarcerated Parents (CIP) and Parenting Inside Out (PIO) Services

<b>Purpose/Outcomes</b>	Services include parenting education and coaching to improve parenting skills of program participants, and support services and mentoring for children whose parents are justice system involved.
<b>Dollar Amount and Fiscal Impact</b>	Agreement has a maximum value of \$210,000. No County Staff are funded through this Agreement.
<b>Funding Source</b>	County General Funds
<b>Safety Impact</b>	N/A
<b>Duration</b>	Effective July 1, 2019 and terminates on June 30, 2020
<b>Previous Board Action</b>	N/A
<b>Strategic Plan Alignment</b>	1. Ensure equitable access to services 2. Ensure safe, healthy and secure communities
<b>Counsel Review</b>	County Counsel has reviewed and approved this document. Date of counsel review: June 4, 2019
<b>Contact</b>	Korene Mather 503-650-3339
<b>Contract No.</b>	CFCC-9304

**BACKGROUND:**

The Children, Family & Community Connections Division of the Health, Housing and Human Services Department requests the approval of a Grant Agreement with Northwest Family Services to provide Children of Incarcerated Parents Parenting Inside Out parenting classes and youth mentoring and support. Services to be provided under this contract include evidence-based parenting educational curriculum and youth mentoring, coaching, and support services.

Funding for this Agreement is County General Funds. It has been reviewed by County Counsel and has a maximum value of \$210,000.

**RECOMMENDATION:**

Staff recommends the Board approval of this contract and authorization for Richard Swift, H3S Director to sign on behalf of Clackamas County.

Respectfully submitted,

  
Richard Swift, Director





<b>CLACKAMAS COUNTY, OREGON            LOCAL RECIPIENT GRANT AGREEMENT CFCC-9304</b>	
Program Name: <b>Northwest Family Services CIP and PIO</b>	
Program/Project Number: 9304	
This Agreement is between <b>Clackamas County</b> , Oregon, acting by and through its Department of Health, Housing and Human Services (COUNTY), and <b>Northwest Family Services</b> (RECIPIENT), an Oregon Non-profit Organization.	
<b>COUNTY Data</b>	
Grant Accountant: <b>Larry Crumbaker</b>	Program Manager: <b>Sarah Van Dyke</b>
Clackamas County Finance 2051 Kaen Road Oregon City, OR 97045 (503) 742-5429 larrycru@clackamas.us	Children, Family & Community Connections 150 Beavercreek Rd. Oregon City, OR 97045 (503) 557-5829 svandyke@clackamas.us
<b>RECIPIENT Data</b>	
Finance/Fiscal Representative: <b>Emily Tingle</b>	Program Representative: <b>Rose Fuller</b>
Northwest Family Services 6200 SE King Road Portland, OR 97222 (503) 546-6377 etingle@nwfs.org	Northwest Family Services 6200 SE King Road Portland, OR 97222 (503) 546-9397 rfuller@nwfs.org
FEIN: 93-0841022	

### RECITALS

1. There are over 20,000 children in Oregon with a parent in prison. Two-thirds of those parents have child(ren) under 18 with half of them expecting to live with their children after they are released. Children of Incarcerated Children (CIP) aims to meet the complex needs of these children through mentorship, the development of positive social norms, working collaboratively to provide resources and advocacy to youth and families, and to bring awareness and education to communities.

Parenting Inside Out (PIO) is a 12-week series for parents and satisfies mandated parenting class requirements. This interactive program highlights effective parenting skill and helps parents to interact positively with different personalities and needs. The classes also provides opportunities for families to locate resources and support.

2. Northwest Family Services (NWFS) improves family stability and child well-being by focusing on the social determinants of health. Since 1983, NWFS has worked to reduce poverty through health, education, employment, and social justice services. Programs and services include health and social service navigation, culturally specific women and children's shelter who have experienced violence, youth prevention and intervention programs, outpatient alcohol and drug treatment, coalition support for drug free communities, support for youth and families affected by incarceration, youth education and employment success, restorative justice, mental health services, job readiness and placement,

couple's classes, parenting, healthy relationship education, and more. Services are offered in the greater Portland-Salem metro area in both English and Spanish.

3. Clackamas County (COUNTY) desires to work with Northwest Family Services as part of a comprehensive, multi-agency approach to address the needs of very high-risk families and build strong parenting skills, prevent child abuse/neglect, and improve family stability through a variety of support activities and referral services including:

Mentoring and support services to children whose parents are or have been involved in the criminal justice system: youth will receive one-on-one support, connection to needed resources, and other targeted services. Youth are referred to the program by schools, PreventNet site staff, homeless liaisons, federal, state and local agencies, and other community partners.

Evidence-based parenting classes using the Parenting Inside Out curriculum to increase parenting skills to improve outcomes for both the parent and the child(ren). Class participants are connected to supportive community resources and services.

4. County General Fund dollars will be used to finance this Local RECIPIENT Grant Agreement.
5. This Agreement of financial assistance sets forth the terms and conditions pursuant to which RECIPIENT agrees on delivery of the Program.

NOW THEREFORE, according to the terms of this Local Grant Agreement the COUNTY and RECIPIENT agree as follows:

#### **AGREEMENT**

1. **Term and Effective Date.** This Agreement shall become effective on the date it is fully executed and approved as required by applicable law. Funds issued under this Agreement may be used to reimburse RECIPIENT for expenses approved in writing by County relating to the project incurred no earlier than **July 1, 2019** and not later than **June 30, 2020**, unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement.
2. **Program.** The Program requirements are described in Exhibit A-1: Scope of Work and Exhibit A-2: Work Plan Quarterly Report. RECIPIENT agrees to perform the Program in accordance with the terms and conditions of this Agreement.
3. **Standards of Performance.** RECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations.
4. **Grant Funds.** The COUNTY's funding for this Agreement is **County General Funds**. The maximum, not to exceed, grant amount that the COUNTY will pay is **\$210,000**.
5. **Disbursements.** This is a cost reimbursement grant and disbursements will be made monthly in accordance with the requirements contained in Exhibit D-1: Request for Reimbursement.
6. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. **RECIPIENT must submit a written request including a justification for any amendment to the COUNTY in writing at least forty five (45) calendar days before this Agreement expires.** No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully effective before RECIPIENT performs work subject to the amendment.

7. **Termination.** This Agreement may be terminated by the mutual consent of both parties or by a party upon written notice from one to the other. This notice may be transmitted in person, by mail, facsimile, or by email, with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed. .
8. **Funds Available and Authorized.** RECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on the COUNTY receiving appropriations or other expenditure authority sufficient to allow the COUNTY, in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement.
9. **Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in this agreement.
10. **Administrative Requirements.** RECIPIENT agrees to its status as a RECIPIENT, and accepts among its duties and responsibilities the following:
  - a) **Financial Management.** RECIPIENT shall comply with Generally Accepted Accounting Principles (GAAP) or another equally accepted basis of accounting, use adequate internal controls, and maintain necessary sources documentation for all costs incurred.
  - b) **Revenue Accounting.** Grant revenue and expenses generated under this Agreement should be recorded in compliance with generally accepted accounting principles and/or governmental accounting standards. This requires that the revenues are treated as unearned income or "deferred" until the compliance requirements and objectives of the grant have been met. Revenue may be recognized throughout the life cycle of the grant as the funds are "earned". All grant revenues not fully earned and expended in compliance with the requirements and objectives at the end of the period of performance must be returned to the County within 15 days.
  - c) **Budget.** RECIPIENT use of funds may not exceed the amounts specified in the Exhibit B: RECIPIENT Program Budget. RECIPIENT may not transfer grant funds between budget lines without the prior written approval of the COUNTY. At no time may budget modifications change the scope of the original grant application or agreement.
  - d) **Allowable Uses of Funds.** RECIPIENT shall use funds only for those purposes authorized in this Agreement.
  - e) **Period of Availability.** RECIPIENT may charge to the award only allowable costs resulting from obligations incurred during the term and effective date. Cost incurred prior or after this date will be disallowed.
  - f) **Match.** Matching funds are not required for this Agreement.
  - g) **Payment.** Routine requests for reimbursement should be submitted monthly by the 15<sup>th</sup> of the following month using the form and instructions in Exhibit D-1: Request for Reimbursement. RECIPIENT must submit a final request for payment no later than fifteen (15) days after the end date of this Agreement.
  - h) **Performance and Financial Reporting.** RECIPIENT must submit Performance Reports according to the schedule specified in Exhibit C: RECIPIENT Performance Reporting. RECIPIENT must submit Financial Reports according to the schedule specified in Exhibit D-1: Request for Reimbursement. All reports must be submitted on templates provided in the

Exhibits, must reference this agreement number, and be signed and dated by an authorized official of RECIPIENT.

- i) **Audit.** RECIPIENT shall comply with the audit requirements prescribed by State and Federal law.
- j) **Monitoring.** RECIPIENT agrees to allow access to conduct site visits and inspections of financial and programmatic records for the purpose of monitoring. The COUNTY, and its duly authorized representatives shall have access to such records and other books, documents, papers, plans, records of shipments and payments and writings of RECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts, copies and transcripts. Monitoring may be performed onsite or offsite, at the COUNTY's discretion.
- k) **Record Retention.** RECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of six (6) years following the Project End Date (June 30, 2020), or such longer period as may be required by applicable law, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.
- l) **Failure to Comply.** RECIPIENT acknowledges and agrees that this agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and RECIPIENT to continue, and that failure to comply with such terms and conditions represents a material breach of this agreement. Such material breach shall give rise to the COUNTY's right, but not obligation, to withhold RECIPIENT grant funds until compliance is met, reclaim grant funds in the case of omissions or misrepresentations in financial or programmatic reporting, or to terminate this agreement and all associated amendments.

#### 11. Compliance with Applicable Laws

- a) **Public Policy.** RECIPIENT expressly agrees to comply with all public policy requirements, laws, regulations, and executive orders issued by the Federal government, to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) all regulations and administrative rules established pursuant to the foregoing laws; and (ix) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and as applicable to RECIPIENT.
- b) **State Statutes.** RECIPIENT expressly agrees to comply with all statutory requirements, laws, rules, and regulations issued by the State of Oregon, to the extent they are applicable to the agreement.
- c) **Conflict Resolution.** If conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances and other laws applicable to the Services under the Agreement, RECIPIENT shall in writing request COUNTY resolve the conflict. RECIPIENT shall specify if the conflict(s) create a problem for the design or other Services required under the Agreement.

#### 12. General Agreement Provisions

- a) **Indemnification.** RECIPIENT agrees to indemnify and hold COUNTY harmless with respect to any claim, cause, damage, action, penalty or other cost (including attorney's and expert fees) arising from or related to RECIPIENT's negligent or willful acts or those of its employees, agents or those under RECIPIENT's control. RECIPIENT is responsible for the actions of its own agents and employees, and COUNTY assumes no liability or responsibility with respect to RECIPIENT's actions, employees, agents or otherwise with respect to those under its control.
  
- b) **Insurance.** During the term of this agreement, RECIPIENT shall maintain in force, at its own expense, each insurance noted below:
  - 1) **Commercial General Liability.** RECIPIENT shall obtain, at RECIPIENT's expense, and keep in effect during the term of this agreement, Commercial General Liability Insurance covering bodily injury, death, and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate for the protection of COUNTY, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this agreement. This policy(s) shall be primary insurance as respects to the COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.
  
  - 2) **Commercial Automobile Liability.** If the Agreement involves the use of vehicles, RECIPIENT shall obtain at RECIPIENT expense, and keep in effect during the term of this agreement, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1,000,000.
  
  - 3) **Professional Liability.** If the Agreement involves the provision of professional services, RECIPIENT shall obtain and furnish the COUNTY evidence of Professional Liability Insurance covering any damages caused by an error, omission, or negligent act related to the services to be provided under this agreement, with limits not less than \$2,000,000 per occurrence for the protection of the COUNTY, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this agreement. COUNTY, at its option, may require a complete copy of the above policy. Contractor shall carry Abuse and Molestation Insurance as an endorsement to the Commercial General Liability policy, in a form and with coverage that are satisfactory to the County, covering damages arising out of actual or threatened physical abuse, mental injury, sexual molestation, negligent: hiring, employment, supervision, investigation, reporting to proper authorities, and retention of any person for whom the Contractor is responsible including but not limited to Contractor and Contractor's employees and volunteers. Policy endorsement's definition of an insured shall include the Contractor, and the Contractor's employees and volunteers. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Any annual aggregate limit shall not be less than \$3,000,000. These limits shall be exclusive to this required coverage. Incidents related to or arising out of physical abuse, mental injury, or sexual molestation, whether committed by one or more individuals, and irrespective of the number of incidents or injuries or the time period or area over which the incidents or injuries occur, shall be treated as a separate occurrence for each victim. Coverage shall include the cost of defense and the cost of defense shall be provided outside the coverage limit.
  
  - 4) **Workers' Compensation.** Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). If contractor is a subject employer, as defined in ORS

656.023, contractor shall obtain employers' liability insurance coverage limits of not less than \$1,000,000.

- 5) **Additional Insured Provisions.** All required insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability and Pollution Liability Insurance, shall include "Clackamas County, its agents, officers, and employees" as an additional insured, as well as the but only with respect to RECIPIENT's activities under this agreement.
  - 6) **Notice of Cancellation.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 30 days written notice to the COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 30 day notice of cancellation provision shall be physically endorsed on to the policy.
  - 7) **Insurance Carrier Rating.** Coverage provided by RECIPIENT must be underwritten by an insurance company deemed acceptable by COUNTY. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. COUNTY reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
  - 8) **Certificates of Insurance.** As evidence of the insurance coverage required by this agreement, RECIPIENT shall furnish a Certificate of Insurance to COUNTY. No agreement shall be in effect until the required certificates have been received, approved, and accepted by COUNTY. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.
  - 9) **Primary Coverage Clarification.** RECIPIENT coverage will be primary in the event of a loss and will not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above.
  - 10) **Cross-Liability Clause.** A cross-liability clause or separation of insured's condition will be included in all general liability, professional liability, and errors and omissions policies required by the agreement.
  - 11) **Waiver of Subrogation.** RECIPIENT agrees to waive their rights of subrogation arising from the work performed under this Agreement.
- c) **Assignment.** RECIPIENT shall not enter into any subcontracts or subawards for any of the Program activities required by the Agreement without prior written approval. This Agreement may not be assigned in whole or in part with the express written approval of the COUNTY.
  - d) **Independent Status.** RECIPIENT is independent of the COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. RECIPIENT is not an agent of the COUNTY and undertakes this work independent from the control and direction of the COUNTY excepting as set forth herein. RECIPIENT shall not seek or have the power to bind the COUNTY in any transaction or activity.
  - e) **Notices.** Any notice provided for under this Agreement shall be effective if in writing and (1) delivered personally to the addressee or deposited in the United States mail, postage paid, certified mail, return receipt requested, (2) sent by overnight or commercial air courier (such as Federal Express), (3) sent by facsimile transmission, with the original to follow by regular mail; or, (4) sent by electronic mail with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed. Notice will be deemed to have been adequately given three days following the date of mailing, or

immediately if personally served. For service by facsimile or by electronic mail, service will be deemed effective at the beginning of the next working day.

- f) **Governing Law.** This Agreement is made in the State of Oregon, and shall be governed by and construed in accordance with the laws of that state. Any litigation between the COUNTY and RECIPIENT arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Clackamas County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.
- g) **Severability.** If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
- h) **Counterparts.** This Agreement may be executed in any number of counterparts, all of which together will constitute one and the same agreement. Facsimile copy or electronic signatures shall be valid as original signatures.
- i) **Third Party Beneficiaries.** Except as expressly provided in this Agreement, there are no third party beneficiaries to this Agreement. The terms and conditions of this Agreement may only be enforced by the parties.
- j) **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- k) **Integration.** This agreement contains the entire agreement between COUNTY and RECIPIENT and supersedes all prior written or oral discussions or agreements.

(Signature Page Attached)



**RECIPIENT**

Northwest Family Services  
6200 SE King Road  
Portland, OR 97222

**CLACKAMAS COUNTY**

Commissioner Jim Bernard, Chair  
Commissioner Sonya Fischer  
Commissioner Ken Humberston  
Commissioner Paul Savas  
Commissioner Martha Schrader

By:   
Rose Fuller, Executive Director

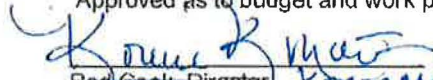
**Signing on behalf of the Board:**

By: \_\_\_\_\_  
Richard Swift, Director  
Health, Housing & Human Services

Dated: 6/4/2019

Dated: \_\_\_\_\_

Approved as to budget and work plan:

  
~~Red Cook, Director~~ Korene Mather, Interim Director  
Children, Family & Community Connections

- Exhibit A-1: Scope of Work
- Exhibit A-2: Work Plan Quarterly Report
- Exhibit A-3: Demographic Report
- Exhibit A-4: Client Feedback Survey and Report
- Exhibit B: Program Budget
- Exhibit C: Performance Reporting Schedule
- Exhibit D-1: Request for Reimbursement
- Exhibit D-2: Monthly Activity Report

June 27, 2019

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Subrecipient Grant Amendment with  
Northwest Family Services for youth marijuana and substance abuse prevention efforts in North Clackamas

<b>Purpose/Outcome</b>	Provide youth marijuana and substance abuse prevention in North Clackamas to middle and high school students.
<b>Dollar Amount and Fiscal Impact</b>	Amendment adds \$90,000 for a total of \$180,000. No County Staff are funded through this Agreement.
<b>Funding Source</b>	Marijuana Tax Revenue
<b>Duration</b>	October 1, 2018 through June 30, 2020
<b>Previous Board Action/Review</b>	122018-A3
<b>Strategic Plan Alignment</b>	1. Individuals and families in need are healthy and safe 2. Ensure safe, healthy and secure communities
<b>Counsel Review</b>	County Counsel has reviewed and approved this document. Date of counsel review: 6/11/19
<b>Contact Person</b>	Rodney A. Cook 503-650-5677
<b>Contract No.</b>	CFCC -9093

**BACKGROUND:**


The Children, Family and Community Connections Division of the Health, Housing & Human Services Department requests the approval of a Subrecipient Grant Amendment with Northwest Family Services for youth marijuana and substance abuse prevention programs for middle and high school youth in North Clackamas. The primary goals will be to increase awareness of marijuana and other drug effects, incorporate anti-marijuana campaigns and provide case management for at-risk youth. Student participants will demonstrate 85% increased perception of harm and increased resistance skills of marijuana/drug use as measured by pre/posttests.

This amendment is funded with Marijuana Tax Revenue funds. This Amendment becomes effective upon signature and extends the Agreement through June 30, 2020 and adds \$90,000 for a maximum value of \$180,000. It has been reviewed and approved by County Counsel.

**RECOMMENDATION:**

Staff recommends the Board approval of this Amendment and authorization for Richard Swift, H3S Director to sign on behalf of Clackamas County.

Respectfully submitted,

  
Richard Swift, Director  
Health, Housing & Human Services



Local Recipient Grant Amendment (FY 19-20)  
**H3S – Children, Family & Community Connections Division**

<u>Local Grant Agreement Number: 9093</u>	<u>Board Order Number: 122018-A3</u>
<u>Department/Division: H3S-CFCC</u>	<u>Amendment No. 1</u>
<u>Local Recipient: Northwest Family Services</u>	<u>Amendment Requested By: Korene Mather</u>
Changes: <input checked="" type="checkbox"/> Scope of Service <input checked="" type="checkbox"/> Agreement Time	<input checked="" type="checkbox"/> Agreement Budget <input type="checkbox"/> Other:

**Justification for Amendment:**

This Amendment adds additional funds to continue Youth Substance Abuse Prevention services.

This Amendment adds to the maximum compensation and extends the duration of the grant.

Maximum compensation is increased by \$90,000 for a revised maximum of \$180,000. It becomes effective July 1, 2019 and terminates June 30, 2020.

Except as amended hereby, all other terms and conditions of the contract remain in full force and effect. The County has identified the changes with "***bold/italic***" font for easy reference.

**AMEND:**

1. **Term and Effective Date.** This Agreement shall become effective on the date it is fully executed and approved as required by applicable law. Funds issued under this Agreement may be used to reimburse Subrecipient for expenses approved in writing by County relating to the project incurred no earlier than **October 1, 2018** and not later than **June 30, 2019**, unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement.

**TO READ:**

1. **Term and Effective Date.** This Agreement shall become effective on the date it is fully executed and approved as required by applicable law. Funds issued under this Agreement may be used to reimburse Subrecipient for expenses approved in writing by County relating to the project incurred no earlier than **October 1, 2018** and not later than **June 30, 2020**, unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement.

**AMEND:**

4. **Grant Funds.** The COUNTY's funding for this Agreement is the **Marijuana Tax Revenue Funds**. The maximum, not to exceed, grant amount that the COUNTY will pay on this Agreement is **\$90,000 (\$30,000 for Alder Creek, Rowe Middle Schools, \$30,000 for Gardiner, Kraxberger Middle Schools, and \$30,000 for Vibrant Futures Coalition)**.

**TO READ:**

4. **Grant Funds.** The COUNTY's funding for this Agreement is the **Marijuana Tax Revenue Funds**. The maximum, not to exceed, grant amount that the COUNTY will pay on this Agreement is **\$180,000 (\$60,000 for Alder Creek, Rowe Middle Schools, \$60,000 for Gardiner, Kraxberger Middle Schools, and \$60,000 for Vibrant Futures Coalition)**.

REPLACE:

Exhibit B: Northwest Family Services - YSAP Budgets

WITH:

EXHIBIT B: BUDGET					
Organization: Northwest Family Services			Contract number: 9093		
Program Name: Youth Substance Abuse Prevention - Vibrant Futures					
Program Contact: Rose Fuller					
Agreement Term: 10-1-2018 to 6-30-2020					
Approved Award Budget Categories	Approved Budget Oct 1, 2018-June 30, 2019	Approved Budget Jul 1, 2019-June 30, 2020	Total Budget	Approved Match	
<b>Personnel Services</b>					
Personnel and Fringe - Prevention Coordinator .5 FTE @ \$36,000/10 months	\$ 15,633.00	\$ 19,000.00	\$ 34,633.00	No match is required on this award	
Supervision .07 FTE @ \$45,000/10 months (A Wells)	\$ 3,000.00	\$ 3,280.00	\$ 6,280.00		
Fringe	\$ 4,520.00	\$ 5,360.00	\$ 9,880.00		
<b>Total Personnel Services</b>	<b>\$ 23,153.00</b>	<b>\$ 27,640.00</b>	<b>\$ 50,793.00</b>		
<b>Administration</b>					
Administrative Costs (Limited to 10% of total budget)	\$ 2,727.00	\$ 2,360.00	\$ 5,087.00		
<b>Program</b>					
Materials/Supplies	\$ 688.00		\$ 688.00		
Insurance					
Mileage	\$ 1,226.00		\$ 1,226.00		
Training/Conference	\$ 2,010.00		\$ 2,010.00		
Additional (please specify)					
<b>Total Programmatic Costs</b>	<b>\$ 6,647.00</b>	<b>\$ 2,360.00</b>	<b>\$ 9,007.00</b>		
<b>Total Approved Budget</b>	<b>\$30,000.00</b>	<b>\$30,000.00</b>	<b>\$60,000.00</b>		

EXHIBIT B: RECIPIENT BUDGET					
Organization: Northwest Family Services			Contract number: 9093		
Program Name: Youth Substance Abuse Prevention - AlderCreek, Rowe MS					
Program Contact: Portland, OR 97206					
Agreement Term: October 1, 2018 to June 30, 2020					
Approved Award Budget Categories	Approved Budget Oct. 2018-June 30, 2019	Approved Budget July, 2019-June 30, 2020	Total Budget	Approved Match Amount	
<b>Personnel Services</b>					
AlderCreek MS Prevention Specialist .25 @ \$38,000	\$ 7,916.50	\$9,500.00	\$ 17,416.50	No match is required on this award	
Fringe at 24%	\$ 1,626.00	\$2,280.00	\$ 3,906.00		
Rowe MS Prevention Specialist .25	\$ 7,916.50	\$9,500.00	\$ 17,416.50		
Fringe at 24%	\$ 1,626.00	\$2,280.00	\$ 3,906.00		
Supervision .06 FTE	\$4,580	\$2,800	\$ 7,380.00		
<b>Total Personnel Services</b>	<b>\$ 23,665.00</b>	<b>\$ 24,360.00</b>	<b>\$ 48,025.00</b>		
<b>Administration</b>					
Administration (Limited to 10% of total budget)	\$ 2,727.00	\$3,000	\$ 5,727.00		
<b>Program</b>					
<b>Materials/Supplies</b>					
Supplies - Alder Creek	\$ 442.50	\$ 90.00	\$ 532.50		
Supplies - Rowe	\$ 442.50	\$ 100.00	\$ 542.50		
Phone - Alder Creek	\$ 280.00	\$ 75.00	\$ 355.00		
Phone - Rowe	\$ 280.00	\$ 75.00	\$ 355.00		
Laptop - Alder Creek	\$ 317.50		\$ 317.50		
Laptop - Rowe	\$ 317.50		\$ 317.50		
<b>Mileage</b>					
Mileage - Alder Creek	\$ 845.00	\$ 160.00	\$ 1,005.00		
Mileage - Rowe	\$ 845.00	\$ 160.00	\$ 1,005.00		
Additional (please specify)					
Training/Conference	\$ 500.00		\$ 500.00		
<b>Total Programmatic Costs</b>	<b>\$ 6,537.00</b>	<b>\$ 3,640.00</b>	<b>\$ 10,177.00</b>		
<b>Total Approved Budget</b>	<b>\$30,000.00</b>	<b>\$30,000.00</b>	<b>\$60,000.00</b>		

<b>EXHIBIT B: RECIPIENT BUDGET</b>					
<b>Organization:</b> Northwest Family Services					
<b>Program Name:</b> Youth Substance Abuse Prevention - Kraxberger MS Gardiner MS				<b>Contract number</b> 9093	
<b>Program Contact:</b> Rose Fuller					
<b>Agreement Term:</b> October 1, 2018 to June 30, 2020					
<b>Approved Award Budget Categories</b>	<b>Approved Budget Oct. 2019-June 30, 2019</b>	<b>Approved Budget July 2019-June 30, 2020</b>	<b>Total Budget</b>	<b>Approved Match Amount</b>	
<b>Personnel Services</b>					
Krax Prevention Specialist .25 @ \$38,000 1.0 FTE	\$ 7,918.50	\$9,500.00	\$ 17,418.50	No match is required on this award	
Fringe at 24%	\$ 1,625.00	\$2,280.00	\$ 3,905.00		
Prevention Specialist .25 (Gardiner M.S.)	\$ 7,918.50	\$9,500.00	\$ 17,418.50		
Fringe at 24%	\$ 1,625.00	\$2,280.00	\$ 3,905.00		
Supervision 08 FTE	\$4,580	\$2,800	\$ 7,380.00		
<b>Total Personnel Services</b>	<b>\$ 23,663.00</b>	<b>\$ 26,360.00</b>	<b>\$ 50,023.00</b>		
<b>Administration</b>					
Administration (Limited to 10% of total budget)	\$ 2,727.00	\$3,000	\$ 5,727.00		
<b>Program</b>					
<b>Materials/Supplies</b>					
Supplies - Kraxberger	\$ 442.60	\$ 90.00	\$ 532.50		
Supplies - Gardiner	\$ 442.50	\$ 100.00	\$ 542.50		
Phone - Kraxberger	\$ 250.00	\$ 75.00	\$ 325.00		
Phone - Gardiner	\$ 250.00	\$ 75.00	\$ 325.00		
Laptop - Kraxberger	\$ 317.50		\$ 317.50		
Laptop - Gardiner	\$ 317.50		\$ 317.50		
<b>Mileage</b>					
Mileage - Kraxberger	\$ 545.00	\$ 150.00	\$ 695.00		
Mileage - Gardiner	\$ 545.00	\$ 150.00	\$ 695.00		
<b>Additional (please specify)</b>					
Training/Conference	\$ 500.00		\$ 500.00		
<b>Total Programmatic Costs</b>	<b>\$ 6,337.00</b>	<b>\$ 3,840.00</b>	<b>\$ 9,977.00</b>		
<b>Total Approved Budget</b>	<b>\$30,000.00</b>	<b>\$30,000.00</b>	<b>\$60,000.00</b>		

**ADD:**

Northwest Family Services – Youth Substance Abuse Prevention Reimbursement Request July 1, 2019 – June 30, 2020

<b>EXHIBIT D: REQUEST FOR REIMBURSEMENT (Vibrant Futures)</b>				
Requests for reimbursement and supporting documentation are due monthly by the 15th of the month, including: • Request for Reimbursement with an authorized signature • General Ledger backup to support the requested amount • Monthly Activity Report (Exhibit D-2) showing numbers served and activities conducted during the month of request (The Monthly Activity Report is NOT required on months when quarterly reports are due).				
<b>Program: Youth Substance Abuse Prevention</b> <b>Organization: Northwest Family Services-Vibrant Futures</b>				
<b>Address:</b> 6200 SE King Rd. Portland, OR 97206			<b>Contract #:</b> 9093	
<b>Contact Person:</b> Rose Fuller <b>Phone Number:</b> (503) 546-6377 <b>E-mail:</b> rfuller@nwfs.org			<b>Reporting Period:</b>	
<b>Budget Category</b>	<b>Approved Budget July 1, 2019 - June 30, 2020</b>	<b>Current Draw Request</b>	<b>Previously Requested</b>	<b>Balance Remaining</b>
<b>Personnel &amp; Fringe</b>				
Prevention Coordinator .50 FTE @ \$38,000 1.0 FTE	\$ 19,000.00	\$ -	\$ -	\$ 19,000.00
Supervision .07 FTE @ \$47,000 (A Wells)	\$ 3,290.00	\$ -	\$ -	\$ 3,290.00
Fringe @ .24	\$ 5,360.00	\$ -	\$ -	\$ 5,360.00
<b>Total Personnel</b>	<b>\$ 27,640.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 27,640.00</b>
<b>Administration</b>				
Administration costs (limited to 10% of total budget)	\$ 2,360.00	\$ -	\$ -	\$ 2,360.00
<b>Supplies</b>				
Project costs - materials/supplies (curriculum, incentives, food, etc)		\$ -	\$ -	\$ -
<b>Additional</b>				
<b>Mileage</b>				
		\$ -	\$ -	\$ -
<b>Total Program</b>	<b>\$ 2,360.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 2,360.00</b>
<b>Total Grant Costs</b>	<b>\$ 30,000.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 30,000.00</b>

<b>Exhibit C-1 REQUEST FOR REIMBURSEMENT</b>				
Requests for reimbursement and supporting documentation are due monthly by the 15th of the month, including: • Request for Reimbursement with an authorized signature • General Ledger backup to support the requested amount • Monthly Activity Report (Exhibit D-2) showing numbers served and activities conducted during the month of request (The Monthly Activity Report is NOT required on months when quarterly reports are due).				
Program: Youth Substance Abuse Prevention - Alder Creek, Rowe MS Organization: Northwest Family Services Contract #: 9093 Address: 6200 SE King Rd Portland, OR 97206 Reporting Period: Contact Person: Ross Fuller Phone Number: (503) 545-8377 E-mail: rfuller@nfwfs.org				
Budget Category	Approved Budget July, 2016-June30, 2020	Current Draw Request	Previously Requested	Balance Remaining
<b>Personnel &amp; Fringe</b>				
AlderCreek MS Prevention Specialist .25 @ \$38,000	\$9,500.00	\$	\$	\$ 9,500.00
Fringe at 24%	\$2,280.00	\$	\$	
Rowe MS Prevention Specialist .25	\$9,500.00	\$	\$	\$ 9,500.00
Fringe at 24%	\$2,280.00	\$	\$	
Supervision .05 FTE @ \$56,000	\$2,800.00	\$	\$	\$ 2,800.00
<b>Total Personnel</b>	<b>\$ 26,360.00</b>	<b>\$</b>	<b>\$</b>	<b>\$ 26,360.00</b>
<b>Administration</b>				
Administration - (limited to 10% of total budget)	\$3,000.00	\$	\$	\$ 3,000.00
<b>Supplies</b>				
Supplies - Alder Creek	\$ 90.00	\$	\$	\$ 90.00
Supplies - Rowe	\$ 100.00	\$	\$	\$ 100.00
Phone - Alder Creek	\$ 75.00	\$	\$	\$ 75.00
Phone - Rowe	\$ 75.00	\$	\$	\$ 75.00
	\$	\$	\$	\$
	\$	\$	\$	\$
<b>Travel</b>				
Mileage - Kraxberger	\$ 150.00	\$	\$	\$ 150.00
Mileage - Gardiner	\$ 150.00	\$	\$	\$ 150.00
<b>Additional</b>				
Trainings		\$	\$	\$
<b>Total Program</b>	<b>\$ 3,640.00</b>	<b>\$</b>	<b>\$</b>	<b>\$ 3,640.00</b>
<b>Total Grant Costs</b>	<b>\$ 30,000.00</b>	<b>\$</b>	<b>\$</b>	<b>\$ 30,000.00</b>

<b>Exhibit C-1 REQUEST FOR REIMBURSEMENT</b>				
Requests for reimbursement and supporting documentation are due monthly by the 15th of the month, including: • Request for Reimbursement with an authorized signature • General Ledger backup to support the requested amount • Monthly Activity Report (Exhibit D-2) showing numbers served and activities conducted during the month of request (The Monthly Activity Report is NOT required on months when quarterly reports are due).				
Organization: Northwest Family Services Contract #: 9093 Address: 6200 SE King Rd Portland, OR 97206 Reporting Period: Contact Person: Ross Fuller Phone Number: (503) 545-8377 E-mail: rfuller@nfwfs.org				
Budget Category	Approved Grant Award Budget	Current Draw Request	Previously Requested	Balance Remaining
<b>Personnel &amp; Fringe</b>				
Krax Prevention Specialist .25 @ \$38,000 1.0 FTE	\$9,500.00	\$	\$	\$ 9,500.00
Fringe at 24%	\$2,280.00	\$	\$	\$ 2,280.00
Prevention Specialist .25 (Gardiner M.S.)	\$9,500.00	\$	\$	\$ 9,500.00
Fringe at 24%	\$2,280.00	\$	\$	\$ 2,280.00
Supervision .05 FTE @ \$56,000	\$2,800.00	\$	\$	\$ 2,800.00
<b>Total Personnel</b>	<b>\$ 26,360.00</b>	<b>\$</b>	<b>\$</b>	<b>\$ 26,360.00</b>
<b>Administration</b>				
Administration - (limited to 10% of total budget)	\$3,000.00	\$	\$	\$ 3,000.00
<b>Supplies</b>				
Supplies - Kraxberger	\$ 90.00	\$	\$	\$ 90.00
Supplies - Gardiner	\$ 100.00	\$	\$	\$ 100.00
Phone - Kraxberger	\$ 75.00	\$	\$	\$ 75.00
Phone - Gardiner	\$ 75.00	\$	\$	\$ 75.00
	\$	\$	\$	\$
	\$	\$	\$	\$
<b>Travel</b>				
Mileage - Kraxberger	\$ 150.00	\$	\$	\$ 150.00
Mileage - Gardiner	\$ 150.00	\$	\$	\$ 150.00
<b>Additional</b>				
Trainings		\$	\$	\$
<b>Total Program</b>	<b>\$ 3,640.00</b>	<b>\$</b>	<b>\$</b>	<b>\$ 3,640.00</b>
<b>Total Grant Costs</b>	<b>\$ 30,000.00</b>	<b>\$</b>	<b>\$</b>	<b>\$ 30,000.00</b>

**ADD:**

**Exhibit A-2: Northwest Family Services – Youth Substance Abuse Work Plan Quarterly Reports July 1, 2019 – June 30, 2020**

**Provider:** Northwest Family Services  
**Activity:** Youth Substance Abuse Prevention – Vibrant Futures Coalition  
**Contract Period:** July 1, 2019-June 30, 2020

Activities/Outputs	Intermediate Outcomes/Measurement Tool		Jul Sept	Oct Dec	Jan- Mar.	April June	Total
By June 30, 2020, implement "Keep A Clear Mind" or other marijuana prevention curriculum with a minimum of 100 6 <sup>th</sup> graders at Happy Valley & Rock Creek middle schools	By June 30, 2020, 85% of student participants will report an increase in knowledge of harms as well as an increase in their peer and parent perceived risk of harms of tobacco, alcohol and marijuana measured by the "Keep a Clear Mind" evaluation or posttest	# students participating					
		# reporting increased knowledge, perception of harm					
		% reporting increased knowledge, perception of harm					
By June 30, 2020, implement Marijuana (TMEC or other similar) educational program with 100 7 <sup>th</sup> to 8 <sup>th</sup> grade students at Happy Valley & Rock Creek Middle School	By June 30, 2020, 85% of student participants will demonstrate increased knowledge about the harms of marijuana use as measured by TMEC or other pre/posttests	# students participating					
		# reporting increased knowledge					
		% reporting increased knowledge					
By June 30, 2020, conduct 5 additional presentations/informational sessions to parents, families, staff or students in the North Clackamas School District to increase knowledge and awareness about marijuana.	By June 30, 2020, 85% of participants will demonstrate increased knowledge about the harms of marijuana use as measured by pre/posttests	# participants					
		# reporting knowledge					
		% reporting, knowledge					
By June 30, 2020, provide one Youth Leadership/Prevention trainings to 25 teenagers at Unity Club, School Health Center, AVID and/or SAGA to develop resiliency and leadership skills and build prevention knowledge.	By June 30, 2020, 75% of participants will demonstrate increased resiliency and leadership skills as measured by pre/post training surveys.	# teens participating					
		# reporting increased resiliency, leadership skills					
		% reporting increased resiliency, leadership skills.					
	By June 30, 2020, 75% of participants will report increased knowledge about substance abuse prevention as measured by pre/post training surveys	# teens participating					
		# reporting knowledge					
		% reporting knowledge					
By June 30, 2020, expand VFC's marijuana safety station model to a minimum of 1 additional retail outlets in North Clackamas.	By June 30, 2020, increase the number of marijuana safety stations from three to five or more outlets in North Clackamas as measured by number of retail outlets implementing the model	# outlets approached					
		# outlets implementing					
By June 30, 2020, collaborate with Oregon Impact, CCPC, and OCT to create a minimum of 3 marijuana safety station toolkits to assist other communities to implement this strategy	By June 30, 2020, promote the implementation of the toolkit model in other communities	# toolkits created					
		# communities approached					
		# communities implementing toolkit model					



**Provider:** Northwest Family Services  
**Activity:** Youth Substance Abuse Prevention – Alder Creek and Rowe Middle Schools  
**Contract Period:** July 1, 2019 – June 30, 2020

Activities/Outputs	Intermediate Outcomes/Measurement Tool		Jul Sep	Sep Dec	Jan Mar	Apr Jun
By June 30, 2020, select a minimum of 8 at-risk youth for small trauma groups (Boys Council-Girls Circle); get permissions, start and facilitate groups weekly through length of evidence-based curriculum.	85% of small group participants will demonstrate: 1. reduced drug and alcohol use, 2. increased perception of harm Measured by evidence-based curriculum pre/post evaluation tools.	# served				
		# with reduced D&A use,				
		# with increased perception of harm				
		% successful				
By June 30, 2020, provide case coordination to a minimum of 10 at-risk core youth at each school (total 20 youth); have regular 1-on-1 check ins.	85% of core youth will demonstrate reduced drug and alcohol use as measured by individual case plan goal achievement (progress towards goals will be clearly documented in the individual case plan files).	# served				
		# with reduced D&A use				
		% successful				
By June 30, 2020, deliver a minimum of 2 prevention education presentations in 6 <sup>th</sup> , 7 <sup>th</sup> , or 8 <sup>th</sup> grade health classes each quarter (one at each school).	85% of participants in classroom presentations will demonstrate increased perception of harm and increased resistance skills as measured by pre/post instrument.	# served				
		# with increased perception of harm				
		# with increased resistance skills				
By June 30, 2020, coordinate and deliver 1 school-based prevention anti-marijuana campaign at each school (total 2 campaigns)	85% of participants will demonstrate increased knowledge and perception of harm as measured sign in sheets, client satisfaction surveys, and tracking of total number in attendance.	# served				
		# increased knowledge and perception of harm				
		% successful				
By June 30, 2020, review school alcohol and drug use policies; make recommendations that will ensure access to treatment and retention in school.	% of policy changes that ensure access to treatment and retention in school	# of policies proposed				
		# of policy revisions implemented				
Provide one hour per day two days a week (Rowe M.S.) and one hour, one day a week at Alder Creek - positive youth development and enrichment activities (after school, etc.) with PreventNet Site Coordinator	85% of participants will satisfaction with services as measured by sign-in sheets, client satisfaction surveys, and tracking of total attendance.	# served				
		# reporting satisfaction with service				
		% successful				


**Provider:** Northwest Family Services  
**Activity:** Youth Substance Abuse Prevention – Kraxberger and Gardiner Middle Schools  
**Contract Period:** July 1, 2019 – June 30, 2020

Activities/Outputs	Intermediate Outcomes/Measurement Tool		Jul Sep	Sep Dec	Jan Mar	Apr Jun
By June 30, 2020, select a minimum of 8 at-risk youth at each school for small trauma groups (Boys Council-Girls Circle); get permissions, start and facilitate groups weekly through length of evidence-based curriculum.	85% of small group participants will demonstrate: 1. reduced drug and alcohol use, 2. increased perception of harm Measured by evidence-based curriculum pre/post evaluation tools.	# served				
		# with reduced D&A use,				
		# with increased perception of harm				
		% successful				
By June 30, 2020, provide case coordination to a minimum of 10 at-risk core youth at each school (total 20 youth); have regular 1-on-1 check ins.	85% of core youth will demonstrate reduced drug and alcohol use as measured by individual case plan goal achievement (progress towards goals will be clearly documented in the individual case plan files).	# served				
		# with reduced D&A use				
		% successful				
By June 30, 2020, coordinate and deliver 1 school-based prevention anti-marijuana campaign at each school (total 2 campaigns)	85% of participants will demonstrate increased knowledge and perception of harm as measured sign in sheets, client satisfaction surveys, and tracking of total number in attendance.	# served				
		# increased knowledge and perception of harm				

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IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized officers.

**AGENCY**  
Northwest Family Services  
6200 SE King Rd  
Portland, OR 97222

By:   
Rose Fuller, Executive Director

Date: 6/11/19

**CLACKAMAS COUNTY**  
Commissioner: Jim Bernard, Chair  
Commissioner: Sonya Fischer  
Commissioner: Ken Humberston  
Commissioner: Paul Savas  
Commissioner: Martha Schrader

**Signing on Behalf of the Board:**

\_\_\_\_\_  
Richard Swift, Director  
Health, Housing and Human Services

Date: \_\_\_\_\_

Approved as to budget and work plan:

  
\_\_\_\_\_  
Rodney A. Cook, Director  
Children, Family & Community Connections Division

Date: 6/12/19

		% successful				
By June 30, 2020, review school alcohol and drug use policies, make recommendations that will ensure access to treatment and retention in school.	% of policy changes that ensure access to treatment and retention in school	# policies reviewed				
		# of policy revisions proposed				
		# of policy revisions implemented				
Provide positive youth development and enrichment activities (after school, etc.) with PreventNet Site Coordinator at each school.	85% of participants will satisfaction with services as measured by sign-in sheets, client satisfaction surveys, and tracking of total attendance.	# served				
		# reporting satisfaction with service				
		% successful				

*[Signature page follows]*

June 27, 2019

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Subrecipient Grant Amendment with  
Oregon Impact for youth marijuana and substance abuse prevention efforts in Clackamas County.

<b>Purpose/Outcome</b>	Provide youth marijuana and substance abuse prevention in Clackamas County.
<b>Dollar Amount and Fiscal Impact</b>	Amendment adds \$30,000 for a total of \$60,000 No County Staff are funded through this Agreement.
<b>Funding Source</b>	Marijuana Tax Revenue
<b>Duration</b>	December 1, 2018 through June 30, 2020
<b>Previous Board Action/Review</b>	n/a
<b>Strategic Plan Alignment</b>	1. Individuals and families in need are healthy and safe 2. Ensure safe, healthy and secure communities
<b>Counsel Review</b>	County Counsel has reviewed and approved this document. Date of counsel review: 6/11/19
<b>Contact Person</b>	Korene Mather 503-650-5683
<b>Contract No.</b>	CFCC -9122

**BACKGROUND:**

The Children, Family and Community Connections Division of the Health, Housing & Human Services Department requests the approval of a Subrecipient Grant Amendment with Oregon Impact for youth marijuana and substance abuse prevention programs for middle and high school youth in Clackamas County. The primary goals will be to increase awareness of marijuana and other drug effects, incorporate anti-marijuana campaigns and provide case management for at-risk youth. Student participants will demonstrate increased perception of harm and increased resistance skills of marijuana/drug use as measured by pre/posttests.

This amendment is funded with Marijuana Tax Revenue funds. This Amendment becomes effective upon signature and extends the Agreement through June 30, 2020 and adds \$30,000 for a maximum value of \$60,000. It has been reviewed and approved by County Counsel.

**RECOMMENDATION:**

Staff recommends the Board approval of this Amendment and authorization for Richard Swift, H3S Director to sign on behalf of Clackamas County.

Respectfully submitted,

  
Richard Swift, Director  
Health, Housing & Human Services



Local Recipient Grant Amendment (FY 19-20)  
**H3S – Children, Family & Community Connections Division**

<u>Local Grant Agreement Number: 9122</u>	<u>Board Order Number: n/a</u>
<u>Department/Division: H3S-CFCC</u>	<u>Amendment No. 1</u>
<u>Local Recipient: Oregon Impact</u>	<u>Amendment Requested By: Korene Mather</u>
Changes: <input checked="" type="checkbox"/> Scope of Service <input checked="" type="checkbox"/> Agreement Time	<input checked="" type="checkbox"/> Agreement Budget <input type="checkbox"/> Other:

**Justification for Amendment:**

This Amendment adds additional funds to continue Youth Substance Abuse Prevention services.

This Amendment adds to the maximum compensation and extends the duration of the grant.

Maximum compensation is increased by \$30,000 for a revised maximum of \$60,000. It becomes effective July 1, 2019 and terminates June 30, 2020.

Except as amended hereby, all other terms and conditions of the contract remain in full force and effect. The County has identified the changes with "***bold/italic***" font for easy reference.

**AMEND:**

1. **Term and Effective Date.** This Agreement shall become effective on the date it is fully executed and approved as required by applicable law. Funds issued under this Agreement may be used to reimburse Subrecipient for expenses approved in writing by County relating to the project incurred no earlier than **December 1, 2018** and not later than **June 30, 2019**, unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement.

**TO READ:**

1. **Term and Effective Date.** This Agreement shall become effective on the date it is fully executed and approved as required by applicable law. Funds issued under this Agreement may be used to reimburse Subrecipient for expenses approved in writing by County relating to the project incurred no earlier than **December 1, 2018** and not later than **June 30, 2020**, unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement.

**AMEND:**

4. **Grant Funds.** The COUNTY's funding for this Agreement is the **Marijuana Tax Revenue Funds**. The maximum, not to exceed, grant amount that the COUNTY will pay on this Agreement is **\$30,000 [thirty-thousand dollars]**.

**TO READ:**

4. **Grant Funds.** The COUNTY's funding for this Agreement is the **Marijuana Tax Revenue Funds**. The maximum, not to exceed, grant amount that the COUNTY will pay on this Agreement is **\$60,000 [sixty-thousand dollars]**.

**ADD:**

Exhibit A-2: Oregon Impact – Youth Substance Abuse Work Plan Quarterly Report July 1, 2019 – June 30, 2020

**Provider:** Oregon Impact  
**Activity:** Youth Substance Abuse Prevention  
**Work Plan Period:** July 1, 2019-June 30, 2020

Activities/Outputs	Measures/Outcomes	Reporting Components	Jul-Sep	Oct-Dec	Jan-Mar	Apr-Jun
By February 1, 2020, a minimum of 100 persons representing at least 6 Parent/Teacher Associations located in: West Linn, Wilsonville, Lake Oswego, Milwaukie, Clackamas, Oak Grove, and Happy Valley.	90% of PTA participants will report increased knowledge of the effects of drugs and alcohol (measured by Survey)	# PTA participants interviewed				
	85% of PTAs will promote Youth No-Use Norm (measured by Survey)	# PTA participants reporting an increase in knowledge about the effects of drugs/alcohol.				
		# PTAs promoting Youth No-Use Marijuana Norm				
By March 1, 2020, Engage/interview a minimum of 100 persons representing at least 6 community clubs/neighborhood associations, membership located in West Linn, Wilsonville, Lake Oswego, Milwaukie, Clackamas, Oak Grove, and Happy Valley.	90% of club/neighborhood association participants will report increased knowledge of the effects of drugs and alcohol	# clubs/neighborhood associations approached				
	85% of clubs/neighborhood associations will promote Youth No-Use Norm	# individual participants				
		# clubs/neighborhood associations promoting Youth No-Use Marijuana Norm.				
By June 30, 2020, engage a minimum of 10 City Council/Public Meetings with Positive Reinforcement messages		# City Council/public meetings/events				
		# Persons in attendance at each meeting/event				
By June 30, 2020, offer "Hands-on Experience" to a minimum of 300 youth in four different communities.	85% of youth participants will report increased knowledge about the effects of drugs/alcohol	# Youth served.				
		# Communities served				
		# Youth reporting increased knowledge about the effects of drugs/alcohol.				

*[Signature page follows]*





June 27, 2019

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Subrecipient Grant Amendment with  
Oregon City Together for youth marijuana and substance abuse prevention efforts in Clackamas County.

<b>Purpose/Outcome</b>	Provide youth marijuana and substance abuse awareness and prevention in Clackamas County.
<b>Dollar Amount and Fiscal Impact</b>	Amendment adds \$30,000 for a total of \$60,000 No County Staff are funded through this Agreement.
<b>Funding Source</b>	Marijuana Tax Revenue
<b>Duration</b>	October 1, 2018 through June 30, 2020
<b>Previous Board Action/Review</b>	n/a
<b>Strategic Plan Alignment</b>	1. Individuals and families in need are healthy and safe 2. Ensure safe, healthy and secure communities
<b>Counsel Review</b>	County Counsel has reviewed and approved this document. Date of counsel review: 6/11/19
<b>Contact Person</b>	Korene Mather 503-650-3339
<b>Contract No.</b>	CFCC -9122

**BACKGROUND:**

The Children, Family and Community Connections Division of the Health, Housing & Human Services Department requests the approval of a Subrecipient Grant Amendment with Oregon City Together for youth marijuana and substance abuse awareness and prevention programs for youth in Clackamas County. The primary goals will be to increase parent awareness of marijuana and other drug effects, incorporate anti-marijuana campaigns and provide outreach to middle-school youth. Student and parent participants will demonstrate increased perception of harm and increased resistance skills of marijuana/drug use as measured by pre/posttests.

This amendment is funded with Marijuana Tax Revenue funds. This Amendment becomes effective upon signature and extends the Agreement through June 30, 2020 and adds \$30,000 for a maximum value of \$60,000. It has been reviewed and approved by County Counsel.

**RECOMMENDATION:**

Staff recommends the Board approval of this Amendment and authorization for Richard Swift, H3S Director to sign on behalf of Clackamas County.

Respectfully submitted,



Richard Swift, Director  
Health, Housing & Human Services



Local Recipient Grant Amendment (FY 19-20)  
**H3S – Children, Family & Community Connections Division**

Local Grant Agreement Number: 9094	Board Order Number: n/a
Department/Division: H3S-CFCC	Amendment No. 1
Local Recipient: Oregon City Together	Amendment Requested By: Korene Mather
Changes: <input checked="" type="checkbox"/> Scope of Service <input checked="" type="checkbox"/> Agreement Time	<input checked="" type="checkbox"/> Agreement Budget <input type="checkbox"/> Other:

**Justification for Amendment:**

This Amendment adds additional funds to continue Youth Substance Abuse Prevention services.

This Amendment adds to the maximum compensation and extends the duration of the grant.

Maximum compensation is increased by \$30,000 for a revised maximum of \$60,000. It becomes effective July 1, 2019 and terminates June 30, 2020.

Except as amended hereby, all other terms and conditions of the contract remain in full force and effect. The County has identified the changes with "***bold/italic***" font for easy reference.

**AMEND:**

1. **Term and Effective Date.** This Agreement shall become effective on the date it is fully executed and approved as required by applicable law. Funds issued under this Agreement may be used to reimburse Subrecipient for expenses approved in writing by County relating to the project incurred no earlier than **October 1, 2018** and not later than **June 30, 2019**, unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement.

**TO READ:**

1. **Term and Effective Date.** This Agreement shall become effective on the date it is fully executed and approved as required by applicable law. Funds issued under this Agreement may be used to reimburse Subrecipient for expenses approved in writing by County relating to the project incurred no earlier than **October 1, 2018** and not later than **June 30, 2020**, unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement.

**AMEND:**

4. **Grant Funds.** The COUNTY's funding for this Agreement is the **Marijuana Tax Revenue Funds**. The maximum, not to exceed, grant amount that the COUNTY will pay on this Agreement is **\$30,000 [thirty-thousand dollars]**.

**TO READ:**

4. **Grant Funds.** The COUNTY's funding for this Agreement is the **Marijuana Tax Revenue Funds**. The maximum, not to exceed, grant amount that the COUNTY will pay on this Agreement is **\$60,000 [sixty-thousand dollars]**.



**ADD:**

Exhibit A-2: Oregon City Together – Youth Substance Abuse Work Plan Quarterly Report July 1, 2019 – June 30, 2020

**Provider:** Oregon City Together  
**Activity:** Youth Substance Abuse Prevention  
**Work Plan Period:** July 1, 2019-June 30, 2020

*[Signature page follows]*

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IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized officers.

**AGENCY**

Oregon City Together  
1417 12<sup>th</sup> Street  
Oregon City, OR 97045

By: \_\_\_\_\_  
Laura Poore, Executive Director

Date: \_\_\_\_\_

**CLACKAMAS COUNTY**

Commissioner: Jim Bernard, Chair  
Commissioner: Sonya Fischer  
Commissioner: Ken Humberston  
Commissioner: Paul Savas  
Commissioner: Martha Schrader

**Signing on Behalf of the Board:**

\_\_\_\_\_  
Richard Swift, Director  
Health, Housing and Human Services

Date: \_\_\_\_\_

Approved as to budget and work plan:

\_\_\_\_\_  
Rodney A. Cook, Director  
Children, Family & Community Connections Division

Date: \_\_\_\_\_

**COPY**

June 27, 2019

Board of County Commissioners  
 Clackamas County

Members of the Board:

Approval of a Subrecipient Grant Amendment with  
Todos Juntos for prevention and school engagement activities at PreventNet sites in Clackamas County.

<b>Purpose/Outcome</b>	Prevention and School engagement activities targeting middle and high school students at four PreventNet sites located in Canby, Estacada, Molalla, and Sandy.
<b>Dollar Amount and Fiscal Impact</b>	Amendment adds \$46,500 (\$11,625 per school site) for a total of \$418,500. No County Staff are funded through this Agreement.
<b>Funding Source</b>	Clackamas County Behavioral Health unrestricted funds
<b>Duration</b>	July 1, 2017-December 31, 2019
<b>Previous Board Action/Review</b>	091417-A9
<b>Strategic Plan Alignment</b>	1. Individuals and families in need are healthy and safe 2. Ensure safe, healthy and secure communities
<b>Counsel Review</b>	County Counsel has reviewed and approved this document. Date of counsel review: 6/14/19
<b>Contact Person</b>	Korene Mather 503-650-3339
<b>Contract No.</b>	CFCC -8452

**BACKGROUND:**

The Children, Family and Community Connections Division of the Health, Housing & Human Services Department requests the approval of a Subrecipient Grant Amendment with Todos Juntos for PreventNet Community School sites in the communities of Molalla, Canby, Estacada, and Sandy. Services to be provided under this Agreement include prevention and school activities targeting middle and high school students.

This amendment is funded with Behavioral Health unrestricted funds. This Amendment becomes effective upon signature and extends the Agreement through December 31, 2019 and adds \$46,500 for a maximum value of \$418,500. It has been reviewed and approved by County Counsel.

**RECOMMENDATION:**

Staff recommends the Board approval of this Amendment and authorization for Richard Swift, H3S Director to sign on behalf of Clackamas County.

Respectfully submitted,

  
 Richard Swift, Director  
 Health, Housing & Human Services





Subrecipient Amendment (FY 17-19)  
**Health, Housing & Human Services Department**  
**Children, Family and Community Connections**

<u>Subrecipient Agreement Number: 18-021</u>	<u>Board Order Number: 091417-A9</u>
<u>Department/Division: H3S/CFCC</u>	<u>Amendment No. 1</u>
<u>Subrecipient: Todos Juntos</u>	<u>Amendment Requested By: Rodney Cook</u>
Changes: X Work Plan X Agreement Term	X Agreement Budget ( ) Other:

**Justification for Amendment:**

This Amendment adds funding for prevention and school engagement activities targeting middle and high school students at the four PreventNet sites in Canby, Estacada, Molalla, and Sandy.

It extends the Agreement term through December 31, 2019, adds \$46,500 (\$11,625 per school site), and adds prevention and engagement activities and services during the summer and fall months.

Compensation is increased by \$46,500 to a revised maximum value of \$418,500. This Amendment is effective upon signature by all parties and continues through December 31, 2019.

Except as amended hereby, all other terms and conditions of the contract remain in full force and effect. The County has identified the changes with "***bold/italic***" font for easy reference.

---

**AMEND:**

1. **Term and Effective Date.** Pursuant to the terms of the grant award, this Agreement shall be effective as of July 1, 2017 and shall expire on June 30, 2019, unless sooner terminated or extended pursuant to the terms hereof.

**TO READ:**

1. **Term and Effective Date.** Pursuant to the terms of the grant award, this Agreement shall be effective as of July 1, 2017 and shall expire on ***December 31, 2019***, unless sooner terminated or extended pursuant to the terms hereof.

**AMEND:**

4. **Grant Funds.** The COUNTY's funding for this Agreement is the 2017-2019 Biennial Youth Development Council Youth & Community Tiers 1 and 2 Grants (Catalogue of Federal Domestic Assistance [CFDA] #93.667, Federal Award Identification Number [FAIN] 2B08TIO10043-16) issued to the COUNTY by Oregon Department

**Todos Juntos**

*Subrecipient Agreement 18-021 A-1*

of Education Youth Development Division. The maximum, not to exceed, grant amount that the COUNTY will pay is as follows:

For Fiscal Year 7/1/17-6/30/18: \$186,000

For Fiscal Year 7/1/18-6/30/19: \$186,000

This is a cost reimbursement grant and disbursements will be made in accordance with the schedule and requirements contained in Exhibit D- 1: Request for Reimbursement and Exhibit E: Quarterly Performance Reporting Schedule. Failure to comply with the terms of this Agreement may result in withholding of payment.

**TO READ:**

**4. Grant Funds.** COUNTY's funding for this Agreement is the 2017-2019 Biennial Youth Development Council Youth & Community Tiers 1 and 2 Grants (Catalogue of Federal Domestic Assistance [CFDA] #93.667, Federal Award Identification Number [FAIN] 2B08TIO10043-16) issued to COUNTY by Oregon Department of Education Youth Development Division and **Behavioral Health unrestricted funds**. The maximum, not to exceed, grant amount that COUNTY will pay is as follows:

For Fiscal Year 7/1/17-6/30/18: \$186,000

For Fiscal Year 7/1/18-6/30/19: \$186,000

**For July 1, 2019 – December 31, 2019: \$46,500**

This is a cost reimbursement grant and disbursements will be made in accordance with the schedule and requirements contained in Exhibit D- 1: Request for Reimbursement and Exhibit E: Quarterly Performance Reporting Schedule. Failure to comply with the terms of this Agreement may result in withholding of payment.

**ADD:**

**Summer/Fall Work Plan Quarterly Report  
Clackamas County – Children, Family & Community Connections**

Provider: Todos Juntos

Activity: PreventNet Summer/Fall Programming

Agreement Period: July 1, 2019 – December 31, 2019

Activities/Outputs	Intermediate Outcomes/Measurement Tool		July	August	Sept
By December 31, 2019, provide Summer Enrichment activities to a minimum of <b>35 students (140 students total)</b> participating in Summer activities at each PreventNet site (Molalla, Canby, Estacada, Sandy).	95% of students reporting increased attachment and/or safety at PreventNet summer program.  <i>Measured by sign-in sheets, client satisfaction surveys, and tracking of total attendance. Surveys will be returned to CFCC.</i>	# served			
		# surveys collected			
		# reporting increased safety and/or attachment			
By December 31, 2019, identify and refer a minimum of <b>3 high risk core students per site (total 12 students)</b> to needed services.	85% of youth referred will engage in appropriate services as measured by individual case plan goal achievement.	# served			
		# meeting progress goals			

**Todos Juntos**

Subrecipient Agreement 18-021 A-1

	<i>Measureable progress towards goals will be clearly documented in the individual case plan files.</i>	# reporting increased engagement/safety			
--	---------------------------------------------------------------------------------------------------------	-----------------------------------------	--	--	--

**Comments and Narrative**

Please provide additional information to explain the numbers reported in the work plan above, problems, issues, and successes.

**July:**

**August:**

**September:**

**REPLACE:**

Exhibit B 2017-2019 Todos Juntos PreventNet Site budgets for Molalla-Canby, Rural and Rural.

**EXHIBIT B: SUBRECIPIENT BUDGET  
 Rural (Sandy-Estacada)**

<b>Organization:</b> Todos Juntos				
<b>Program Name:</b> PreventNet Rural (Sandy-Estacada)				
<b>Program Contact:</b> Eric Johnston				
<b>Agreement Term:</b> July 1, 2017 - December 31, 2019				
		<b>CFDA 93.667</b>	<b>CFDA 93.667</b>	<b>County General Fund</b>
<b>Approved Award Budget Categories</b>	<b>Approved Award Amount 17/18</b>	<b>Approved Award Amount 18/19</b>	<b>Approved Award Amount July1-Dec31, 2019</b>	<b>Total Award</b>
<b>Personnel</b> (List salary, FTE & Fringe costs for each position)				
Direct Service Staff 2 @.7 FTE	\$ 80,000.00	\$ 80,000.00	\$ 16,800.00	\$ 176,800.00
Supervision @.013x2sites			\$ 2,000.00	\$ 2,000.00
Fringe @ .11	\$ 9,200.00	\$ 9,200.00	\$ 2,068.00	\$ 20,468.00
<b>Total Personnel Services</b>	\$ 89,200.00	\$ 89,200.00	\$ 20,868.00	\$ 199,268.00
<b>Administration</b>				
Payroll/consultants	\$ 1,800.00	\$ 1,800.00		\$ 3,600.00
<b>Program</b>				\$ -
Materials/ Supplies	\$ 1,000.00	\$ 1,000.00	\$ 300.00	\$ 2,300.00
Computer				\$ -
<b>Insurance</b>				\$ -
Insurance required for program				\$ -
<b>Travel</b>				\$ -
Mileage	\$ 1,000.00	\$ 1,000.00		\$ 2,000.00
Training/conferences				\$ -
<b>Additional (please specify)</b>				\$ -
				\$ -
<b>Total Programmatic Costs</b>	\$ 3,800.00	\$ 3,800.00	\$ 300.00	\$ 7,900.00
Indirect Rate			\$ 2,082.00	\$ 2,082.00
<b>Total Grant Costs</b>	\$ 93,000.00	\$ 93,000.00	\$ 23,250.00	\$ 209,250.00

**EXHIBIT B: SUBRECIPIENT BUDGET**  
**Molalla-Canby**

<b>Organization: Todos Juntos</b>				
<b>Program Name: PreventNet Molalla-Canby</b>				
<b>Program Contact: Eric Johnston</b>				
<b>Agreement Term: July 1, 2017 - December 31, 2019</b>				
	<b>CFDA 93.667</b>	<b>CFDA 93.667</b>	<b>County General Fund</b>	
<b>Approved Award Budget Categories</b>	<b>Approved Award Amount 17/18</b>	<b>Approved Award Amount 18/19</b>	<b>Budget Term July 1-Dec 31, 2019</b>	
<b>Personnel</b> (List salary, FTE & Fringe costs for each position)				
Direct Service Staff 2 @.7 FTE	\$ 80,000.00	\$ 80,000.00	\$ 16,800.00	\$ 176,800.00
Supervision @.013x2sites			\$ 2,000.00	\$ 2,000.00
Fringe @ .11	\$ 9,200.00	\$ 9,200.00	\$ 2,068.00	\$ 20,468.00
<b>Total Personnel Services</b>	<b>\$ 89,200.00</b>	<b>\$ 89,200.00</b>	<b>\$ 20,868.00</b>	<b>\$ 199,268.00</b>
<b>Administration</b>				
Payroll/consultants	\$ 1,800.00	\$ 1,800.00		\$ 3,600.00
<b>Program</b>				\$ -
Materials/ Supplies	\$ 1,000.00	\$ 1,000.00	\$ 300.00	\$ 2,300.00
Computer				\$ -
<b>Insurance</b>				\$ -
Insurance required for program				\$ -
<b>Travel</b>				\$ -
Mileage	\$ 1,000.00	\$ 1,000.00		\$ 2,000.00
Training/conferences				\$ -
<b>Additional (please specify)</b>				\$ -
				\$ -
<b>Total Programmatic Costs</b>	<b>\$ 3,800.00</b>	<b>\$ 3,800.00</b>	<b>\$ 300.00</b>	<b>\$ 7,900.00</b>
Indirect			\$ 2,082.00	\$ 2,082.00
<b>Total Grant Costs</b>	<b>\$ 93,000.00</b>	<b>\$ 93,000.00</b>	<b>\$ 23,250.00</b>	<b>\$ 209,250.00</b>

[Signature page follows]

**Todos Juntos**

Subrecipient Agreement 18-021 A-1

IN WITNESS WHEREOF, the parties hereto have caused this amendment to be executed by their duly authorized officers.

**Todos Juntos**

PO Box 645  
Canby, OR 97013

**CLACKAMAS COUNTY**

Commissioner: Jim Bernard, Chair  
Commissioner: Sonya Fischer  
Commissioner: Ken Humberston  
Commissioner: Paul Savas  
Commissioner: Martha Schrader

**Signing on behalf of the Board:**

By:   
Eric Johnston, Executive Director

Richard Swift, Director  
Health, Housing & Human Services

Dated: 6/12/19

Dated: \_\_\_\_\_

Approved budget and work plan

  
Rodney Cook, Director  
Children, Family & Community Connections

Dated: 6/13/19

June 27, 2019

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Subrecipient Grant Amendment with  
Todos Juntos for youth marijuana and substance abuse prevention efforts in Rural Clackamas County.

<b>Purpose/Outcome</b>	Provide youth marijuana and substance abuse prevention in rural areas of Clackamas County to middle and high school students.
<b>Dollar Amount and Fiscal Impact</b>	Amendment adds \$60,000 for a total of \$120,000. No County Staff are funded through this Agreement.
<b>Funding Source</b>	Marijuana Tax Revenue
<b>Duration</b>	December 1, 2018 through June 30, 2020
<b>Previous Board Action/Review</b>	122018-A4
<b>Strategic Plan Alignment</b>	1. Individuals and families in need are healthy and safe 2. Ensure safe, healthy and secure communities
<b>Counsel Review</b>	County Counsel has reviewed and approved this document. Date of counsel review: 6/11/19
<b>Contact Person</b>	Korene Mather 503-650-5683
<b>Contract No.</b>	CFCC -9096

**BACKGROUND:**

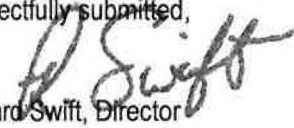
The Children, Family and Community Connections Division of the Health, Housing & Human Services Department requests the approval of a Subrecipient Grant Amendment with Todos Juntos for youth marijuana and substance abuse prevention programs for middle and high school youth in rural Clackamas County. The primary goals will be to increase awareness of marijuana and other drug effects, incorporate anti-marijuana campaigns and provide case management for at-risk youth. Student participants will demonstrate increased perception of harm and increased resistance skills of marijuana/drug use as measured by pre/posttests.

This amendment is funded with Marijuana Tax Revenue funds. This Amendment becomes effective upon signature and extends the Agreement through June 30, 2020 and adds \$60,000 for a maximum value of \$120,000. It has been reviewed and approved by County Counsel.

**RECOMMENDATION:**

Staff recommends the Board approval of this Amendment and authorization for Richard Swift, H3S Director to sign on behalf of Clackamas County.

Respectfully submitted,

  
Richard Swift, Director  
Health, Housing & Human Services

*Healthy Families. Strong Communities.*

2051 Kaen Road, Oregon City, OR 97045 • Phone (503) 650-5697 • Fax (503) 655-8677

www.clackamas.us





Local Subrecipient Grant Amendment (FY 19-20)  
**H3S – Children, Family & Community Connections Division**

Local Grant Agreement Number: 9096	Board Order Number: 122018-A4
Department/Division: H3S-CFCC	Amendment No. 1
Local Recipient: Todos Juntos	Amendment Requested By: Korene Mather
Changes: <input checked="" type="checkbox"/> Scope of Service <input checked="" type="checkbox"/> Agreement Time	<input checked="" type="checkbox"/> Agreement Budget <input type="checkbox"/> Other:

**Justification for Amendment:**

This Amendment adds additional funds to continue Youth Substance Abuse Prevention services.

This Amendment adds to the maximum compensation and extends the duration of the grant.

Maximum compensation is increased by \$60,000 for a revised maximum of \$120,000. It becomes effective July 1, 2019 and terminates June 30, 2020.

Except as amended hereby, all other terms and conditions of the contract remain in full force and effect. The County has identified the changes with "***bold/italic***" font for easy reference.

**AMEND:**

1. **Term and Effective Date.** This Agreement shall become effective on the date it is fully executed and approved as required by applicable law. Funds issued under this Agreement may be used to reimburse subrecipient for expenses approved in writing by County relating to the project incurred no earlier than **December 1, 2018** and not later than **June 30, 2019**, unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement.

**TO READ:**

1. **Term and Effective Date.** This Agreement shall become effective on the date it is fully executed and approved as required by applicable law. Funds issued under this Agreement may be used to reimburse Subrecipient for expenses approved in writing by County relating to the project incurred no earlier than **December 1, 2018** and not later than **June 30, 2020**, unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement.

**AMEND:**

4. **Grant Funds.** The COUNTY's funding for this Agreement is the **Marijuana Tax Revenue Funds**. The maximum, not to exceed, grant amount that the COUNTY will pay on this Agreement is **\$60,000 (\$30,000 for Cedar Ridge, Estacada Middle Schools, and \$30,000 for Molalla River, Baker Prairie Middle Schools)**.

**TO READ:**

4. **Grant Funds.** The COUNTY's funding for this Agreement is the **Marijuana Tax Revenue Funds**. The maximum, not to exceed, grant amount that the COUNTY will pay on this Agreement is **\$120,000 (\$60,000 for Cedar Ridge, Estacada Middle Schools, and \$60,000 for Molalla River, Baker Prairie Middle Schools)**.

**REPLACE:**

Exhibit B: Todos Juntos – YSAP Budgets

**WITH:**

EXHIBIT B: RECIPIENT BUDGET				
<b>Organization:</b> Todos Juntos <b>Program Name:</b> Youth Substance Abuse Prevention <b>Contract number:</b> 9096 <b>Program Contact:</b> Eric Johnston <b>Agreement Term:</b> December 1, 2018 - June 30, 2020				
Approved Award Budget Categories	Approved Budget 12/1/2018-6/30/2019	Approved Budget 7/1/2019-6/30/2020	Total Budget	Approved Match Amount
<b>Personnel Services</b>				
Gandy Supervision .05 FTE	\$ 2,000.00	\$ 2,000.00	\$ 4,000.00	No match is required on this award
Fringe @ .117%	\$ 234.00	\$ 220.00	\$ 454.00	
Estacada Supervision .05 FTE	\$ 2,000.00	\$ 2,000.00	\$ 4,000.00	
Fringe @ .117%	\$ 234.00	\$ 220.00	\$ 454.00	
Gandy Activity Coordinator .35 FTE	\$ 9,000.00	\$ 9,000.00	\$ 18,000.00	
Gandy Fringe @ .117%	\$ 1,053.00	\$ 990.00	\$ 2,043.00	
Estacada Activity Coordinator	\$ 9,000.00	\$ 9,000.00	\$ 18,000.00	
Estacada Fringe @ .117%	\$ 1,053.00	\$ 990.00	\$ 2,043.00	
<b>Total Personnel Services</b>	<b>\$ 24,574.00</b>	<b>\$ 24,420.00</b>	<b>\$ 48,994.00</b>	
<b>Administration</b>				
Program/Contract Oversight Eric Johnston	\$ 2,700.00	\$ 2,700.00	\$ 5,400.00	
<b>Program</b>				
<b>Materials/Supplies</b>				
Gandy Activity Materials	\$ 800.00	\$ 800.00	\$ 1,600.00	
Estacada Activity Materials	\$ 800.00	\$ 800.00	\$ 1,600.00	
<b>Insurance</b>				
Mileage Gandy	\$ 400.00	\$ 500.00	\$ 900.00	
Mileage Estacada	\$ 400.00	\$ 500.00	\$ 900.00	
<b>Training/Conference</b>				
Additional (please specify)	\$ 326.00	\$ 280.00	\$ 606.00	
<b>Total Programmatic Costs</b>	<b>\$ 5,426.00</b>	<b>\$ 5,580.00</b>	<b>\$ 11,006.00</b>	
<b>Total Approved Budget</b>	<b>\$ 30,000.00</b>	<b>\$ 30,000.00</b>	<b>\$ 60,000.00</b>	

EXHIBIT B: RECIPIENT BUDGET				
<b>Organization:</b> Todos Juntos <b>Program Name:</b> YSAP- Molalla, Canby <b>Contract number:</b> 9096 <b>Program Contact:</b> Eric Johnston <b>Agreement Term:</b> December 1, 2018 - June 30, 2020				
Approved Award Budget Categories	Approved Budget 12/1/18-6/30/19	Approved Budget 7/1/19-6/30/20	Total Budget	Approved Match Amount
<b>Personnel Services</b>				
Canby Supervision .05 FTE	\$ 2,000.00		\$ 2,000.00	No match is required on this award
Fringe @.117%	\$ 220.00		\$ 220.00	
Molalla Supervision .05 FTE	\$ 2,000.00		\$ 2,000.00	
Fringe @ .117%	\$ 220.00		\$ 220.00	
FTE	\$ 9,000.00		\$ 9,000.00	
Canby Fringe @.117%	\$ 990.00		\$ 990.00	
Molalla Activity Coordinator	\$ 9,000.00		\$ 9,000.00	
Molalla Fringe @.117%	\$ 990.00		\$ 990.00	
<b>Total Personnel Services</b>	<b>\$ 24,420.00</b>	<b>\$ -</b>	<b>\$ 24,420.00</b>	
<b>Administration</b>				
Program/Contract Oversight Eric Johnston	\$ 2,700.00		\$ 2,700.00	
<b>Program</b>				
<b>Materials/Supplies</b>				
Canby Activity Materials	\$ 800.00		\$ 800.00	
Molalla Activity Materials	\$ 800.00		\$ 800.00	
<b>Insurance</b>				
Mileage Canby	\$ 500.00		\$ 500.00	
Mileage Molalla	\$ 500.00		\$ 500.00	
<b>Training/Conference</b>				
Additional (please specify)	\$ 280.00		\$ 280.00	
<b>Total Programmatic Costs</b>	<b>\$ 5,580.00</b>	<b>\$ -</b>	<b>\$ 5,580.00</b>	
<b>Total Approved Budget</b>	<b>\$30,000.00</b>	<b>\$0.00</b>	<b>\$30,000.00</b>	

**ADD:**

Todos Juntos – Youth Substance Abuse Prevention Reimbursement Request July 1, 2019 – June 30, 2020

<b>Exhibit C-1 REQUEST FOR REIMBURSEMENT</b>				
<i>Requests for reimbursement and supporting documentation are due monthly by the 15th of the month, including:</i>				
• Request for Reimbursement with an authorized signature				
• General Ledger backup to support the requested amount				
• Monthly Activity Report (Exhibit D-2) showing numbers served and activities conducted during the month of request ( <i>The Monthly Activity Report is NOT required on months when quarterly reports are due</i> ).				
Organization: Todos Juntos Sandy Estacada		Contract #: 9096		
Address: PO Box 845, Canby 97013		Reporting Period:		
Contact Person: Eric Johnston				
Phone Number: 503-544-1513				
E-mail: <a href="mailto:Etodosjuntos2@gmail.com">Etodosjuntos2@gmail.com</a>				
Fiscal Contact: Jill Palomaki				
Email: <a href="mailto:jlpal2714@gmail.com">jlpal2714@gmail.com</a>				
Phone Number: 360-607-4558				
Budget Category	Approved Budget 7/1/2019-6/30/2020	Current Draw Request	Previously Requested	Balance
<b>Personnel</b>				
Sandy Supervision .05 FTE	\$ 2,000.00	\$ -	\$ -	\$ 2,000.00
Sandy Fringe @.117%	\$ 220.00	\$ -	\$ -	\$ 220.00
Estacada Supervision	\$ 2,000.00	\$ -	\$ -	\$ 2,000.00
Estacada Fringe @.117%	\$ 220.00	\$ -	\$ -	\$ 220.00
Sandy Activity Coordinator .35 FTE	\$ 9,000.00	\$ -	\$ -	\$ 9,000.00
Fringe @.117	\$ 990.00	\$ -	\$ -	\$ 990.00
Estacada Activity Coordinator .35 FTE	\$ 9,000.00	\$ -	\$ -	\$ 9,000.00
Fringe @.117	\$ 990.00	\$ -	\$ -	\$ 990.00
<b>Total Personnel</b>	<b>\$ 24,420.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 24,420.00</b>
<b>Administration</b>				
Program/Contract Oversight	\$ 2,700.00	\$ -	\$ -	\$ 2,700.00
<b>Supplies</b>				
Sandy Program Activity Materials	\$ 800.00	\$ -	\$ -	\$ 800.00
Estacada Program Activity Materials	\$ 800.00	\$ -	\$ -	\$ 800.00
<b>Additional</b>				
Training	\$ 280.00	\$ -	\$ -	\$ 280.00
Sandy Mileage	\$ 500.00	\$ -	\$ -	\$ 500.00
Estacada Mileage	\$ 500.00	\$ -	\$ -	\$ 500.00
<b>Total Program</b>	<b>\$ 5,880.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 5,880.00</b>
<b>Total Grant Costs</b>	<b>\$ 30,000.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 30,000.00</b>

<b>Exhibit C-1 REQUEST FOR REIMBURSEMENT</b>				
<i>Requests for reimbursement and supporting documentation are due monthly by the 15th of the month, including:</i>				
• Request for Reimbursement with an authorized signature				
• General Ledger backup to support the requested amount				
• Monthly Activity Report (Exhibit D-2) showing numbers served and activities conducted during the month of request ( <i>The Monthly Activity Report is NOT required on months when quarterly reports are due</i> ).				
Organization: Todos Juntos Canby Molalla		Contract #: 9096		
Address: PO Box 845, Canby 97013		Reporting Period:		
Contact Person: Eric Johnston				
Phone Number: 503-544-1513				
E-mail: <a href="mailto:Etodosjuntos2@gmail.com">Etodosjuntos2@gmail.com</a>				
Fiscal Contact: Jill Palomaki				
Email: <a href="mailto:jlpal2714@gmail.com">jlpal2714@gmail.com</a>				
Phone Number: 360-607-4558				
Budget Category	Approved Budget 7/1/19-6/30/20	Current Draw Request	Previously Requested	Balance
<b>Personnel</b>				
Canby Supervision .05 FTE	\$ 2,000.00	\$ -	\$ -	\$ 2,000.00
Canby Fringe @.117%	\$ 220.00	\$ -	\$ -	\$ 220.00
Molalla Supervision	\$ 2,000.00	\$ -	\$ -	\$ 2,000.00
Molalla Fringe @.117%	\$ 220.00	\$ -	\$ -	\$ 220.00
Canby Activity Coordinator .35 FTE	\$ 9,000.00	\$ -	\$ -	\$ 9,000.00
Fringe @.117	\$ 990.00	\$ -	\$ -	\$ 990.00
Molalla Activity Coordinator .35 FTE	\$ 9,000.00	\$ -	\$ -	\$ 9,000.00
Fringe @.117	\$ 990.00	\$ -	\$ -	\$ 990.00
<b>Total Personnel</b>	<b>\$ 24,420.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 24,420.00</b>
<b>Administration</b>				
Project Oversight and Development	\$ 2,700.00	\$ -	\$ -	\$ 2,700.00
<b>Supplies</b>				
Canby Program Activity Materials	\$ 800.00	\$ -	\$ -	\$ 800.00
Molalla Program Activity Materials	\$ 800.00	\$ -	\$ -	\$ 800.00
<b>Additional</b>				
Training	\$ 280.00	\$ -	\$ -	\$ 280.00
Canby Mileage	\$ 500.00	\$ -	\$ -	\$ 500.00
Molalla Mileage	\$ 500.00	\$ -	\$ -	\$ 500.00
<b>Total Program</b>	<b>\$ 5,880.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 5,880.00</b>
<b>Total Grant Costs</b>	<b>\$ 30,000.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 30,000.00</b>

**ADD:**

Exhibit A-2: Todos Juntos – Youth Substance Abuse Work Plan Quarterly Report July 1, 2019 – June 30, 2020

**Provider:** Todos Juntos  
**Activity:** Youth Substance Abuse Prevention – Cedar Ridge and Estacada Middle Schools, Molalla River and Baker Prairie Middle Schools  
**Contract Period:** July 1, 2019 – June 30, 2020

Activities/Outputs	Intermediate Outcomes/Measurement Tool		Jul-Sep	Oct-Dec	Jan-Mar	Apr-Jun
By June 30, 2019, provide homework club activities to a minimum of 35 students 2 times per week for up to 30 weeks during the school year at each school (Cedar Ridge, Estacada, Molalla River, Baker Prairie).	Students will receive homework help to promote academic achievement through constructive activities during high-risk hours.  Reported as the number of high risk after school hours youth were engaged in pro-social activities	# students participating				
		# of sessions held during the quarter				
		# hours of activities total				
		# students attending 80% of homework club activity hours				
By June 30, 2019, provide Lego Robotics Programs to a minimum of 15 students 1-2 times per week for up to 30 weeks during the school year at each school (Cedar Ridge, Estacada, Molalla River, Baker Prairie)..	Robotics and other identified STEM activities will improve school connectedness as demonstrated by attendance and self-report  Reported as the number of high risk after school hours youth were engaged in pro-social STEM activities	# students participating				
		# of sessions held during the quarter				
		# hours of activities total				
		# students attending 80% of Lego Robotic activity hours				
By June 30, 2019, a minimum of 37 students will be engaged in leadership skill building activities such as Boy's Council and Girls Circle at least 1 time per week for 10 weeks during the school year at each school (Cedar Ridge, Estacada, Molalla River, Baker Prairie)..  A minimum of 2-3 series of each will be conducted annually for a total of 20-30 weeks	80% of participants will report increased knowledge, skills and ability to resist drugs/alcohol use  Participants in Boy's Council and Girl's Circle will attend 80% of scheduled sessions.	# students participating in Girl's Circle				
		# students participating in Boy's Council				
		# of Girls Circle groups conducted during the quarter				
		# of Girl's Circle sessions during the quarter				
		# attending 80% of Girl's Circle sessions				
		# Boy's Council groups conducted during the quarter				
		# attending 80% of Boy's Council sessions				
ED and/or site coordinator will engage administrator at each school in conversations about policies for dealing with students found in possession of or impaired by drugs/alcohol at school to advocate for policies that require A&D assessment for these indicated youth.	Reported as Yes/No in the quarter this conversation occurs. Report the details (response of administrators and outcome) in narrative section.					

[Signature page follows]

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IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized officers.

**AGENCY**  
Todos Juntos  
PO Box 645  
Canby, OR 97013

By:   
Eric Johnston, Executive Director

Date: 6/11/19

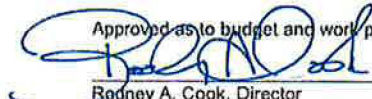
**CLACKAMAS COUNTY**  
Commissioner: Jim Bernard, Chair  
Commissioner: Sonya Fischer  
Commissioner: Ken Humberston  
Commissioner: Paul Savas  
Commissioner: Martha Schrader

**Signing on Behalf of the Board:**

\_\_\_\_\_  
Richard Swift, Director  
Health, Housing and Human Services

Date: \_\_\_\_\_

Approved as to budget and work plan:

  
Rodney A. Cook, Director  
Children, Family & Community Connections Division

Date: 6/12/19

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June 27, 2019

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Subrecipient Agreement with the Tri-County Metropolitan  
Transportation District of Oregon (TriMet) for Disbursement of State of Oregon  
Special Transportation Improvement Funds for Public Transit Planning and  
Projects in Underserved Areas of Clackamas County

<b>Purpose/Outcomes</b>	Approval of a subrecipient agreement with TriMet to receive funds generated in Clackamas County under the new Statewide Transit Improvement Fund to provide public transit planning and projects in underserved areas of Clackamas County
<b>Dollar Amount and Fiscal Impact</b>	The maximum agreement is \$3,008,011 and will be used to pay for planning, capital and operations. No match funds are required.
<b>Funding Source</b>	HB2017 Statewide Transportation Improvement Fund
<b>Duration</b>	July 1, 2019 to June 30, 2021
<b>Previous Board Action</b>	Study session 8/7/18, #080918-A3 on 8/9/18 BCC consent agenda (Approval to Apply)
<b>Strategic Plan Alignment</b>	1. This funding aligns with the strategic priority to increase self sufficiency for our clients. 2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing needs of older adults in the community.
<b>Counsel Review</b>	County Counsel approved the agreement on 6/17/19.
<b>Contact Person</b>	Brenda Durbin, Director, Social Services Division, 503-655-8641
<b>Contract No.</b>	9348

**Background**

The Social Services Division of the Department of Health, Housing and Human Services requests approval of a subrecipient agreement with TriMet for Special Transportation Improvement Fund (STIF) for transit planning and projects within Clackamas County that will improve access and service for underserved areas.

House Bill 2017 (HB 2017), titled Keep Oregon Moving, implemented a new 0.1% employee payroll tax to fund public transportation. This tax went into effect July 1, 2018 and provides a dedicated source of funding for expanding public transportation service in Oregon. This new funding source is called the Statewide Transportation Improvement Fund (STIF). TriMet formed an HB 2017 Transit Advisory Committee to advise TriMet on how to spend STIF revenues.

Under the STIF program rules, TriMet is the Qualified Entity (direct recipient) of funds for Washington, Multnomah and Clackamas Counties. The funds generated within each transit/transportation district's boundaries will go directly to that transit provider. The funds generated outside of public transit districts in Clackamas County are returned to the county under this agreement. Those funds must be used for projects identified in previously approved planning efforts with approval by the Oregon Department of Transportation. These funds will be used for Mt. Hood Express service expansion and new vehicles, and planning projects, including the County's Transit Development Plan, and STIF administration.

This agreement also includes funds generated within the TriMet Service district for the Regional Coordination Program. TriMet has set aside funds as part of their plan to fund projects in Clackamas County that enhance transit access opportunities. Projects funded include service expansion for Clackamas Community College's shuttle program, new last mile shuttle service in Oregon City and the Clackamas Industrial area, and planning for future shuttles between Tualatin, West Linn and Oregon City, and in the Milwaukie Industrial area.

This agreement is effective July 1, 2019 and continues until June 30, 2021. County Counsel approved the agreement on 6/17/19.

**Recommendation**

Staff recommends the approval of this agreement and that Richard Swift be authorized to sign on behalf of the Board of County Commissioners.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "R. Swift", is written over the printed name of the signatory.

Richard Swift, Director  
Health Housing & Human Services

**TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON  
SUBRECIPIENT AGREEMENT [GP200809EV]  
DISBURSEMENT OF STATE OF OREGON, PUBLIC TRANSIT SECTION  
SPECIAL TRANSPORTATION IMPROVEMENT FUNDS**

**PARTIES:**

1. Tri-County Metropolitan Transportation District of Oregon (TriMet), a mass transit district organized under ORS Chapter 267. TriMet is acting as a Qualified Entity designated to distribute funds pursuant to ORS Chapter 184.751 *et seq* to authorized entities that provide Public Transportation Services from the State of Oregon Department of Transportation (ODOT), Public Transit Division, Special Transportation Improvement Fund (STIF) for the purposes set forth at ORS 184.758. Pursuant to Resolution No. 18-10-72, TriMet's Board of Directors authorized TriMet to disburse STIF Formula Funds received by TriMet to eligible Subrecipients in accordance with the STIF Plan.
2. Clackamas County (Subrecipient).

**DEFINITIONS:**

As used in this Agreement, which includes all Exhibits:

1. "Americans with Disabilities Act" ("ADA") means section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 as amended by the ADA Amendments Act of 2008.
2. "Capital Asset" means real property or tangible items purchased or leased with STIF moneys, including without limitation vehicles and structures, with a purchase price of \$5,000 or more and a useful life of at least one year.
3. "Commission" means the Oregon Transportation Commission ("OTC") established under ORS 184.612.
4. "Fiscal Year" means the annual period which begins on July 1 and ends on June 30.
5. "Low-Income Household" means a household the total income of which does not exceed 200% of the poverty guidelines updated periodically in the Federal Register by the U.S. Department of Health and Human Services under the authority of 42 U.S.C. 9902(2) for the 48 Contiguous States and the District of Columbia.
6. "Project" means a public transportation improvement activity or group of activities that is (i) eligible for STIF moneys; (ii) included in a STIF Plan adopted by the Commission; and (iii) funded by this Agreement.
7. "Project Manager(s)" means the individuals identified in Section 12 of this Agreement who are authorized by TriMet and Subrecipient respectively to send and receive communications regarding this Agreement.
8. "Public Transportation Services" means any form of passenger transportation by car, bus, or other conveyance, either publicly or privately owned, which provides service to the general public (not including charter, sightseeing, or exclusive school bus service) on a regular and continuing basis. Such transportation may be for purposes such as health care, shopping, education, employment, public services, personal business, or recreation.



9. "Public Transportation Service Provider" means a Qualified Entity or a city, county, Special District, Intergovernmental Entity or any other political subdivision or municipal or Public Corporation that provides Public Transportation Services.
10. "Qualified Entity" means, a county in which no part of a Mass Transit District or Transportation District exists, a Mass Transit District, a Transportation District or an Indian Tribe.
11. "Recipient" means a Qualified Entity or Public Transportation Service Provider that has a STIF Plan approved by the Commission or enters into an agreement directly with ODOT to receive STIF Formula Funds.
12. "Representation Letter" means a letter prepared by a Subrecipient's external auditors and sign by Subrecipient's senior management that attests to the accuracy of the statements that the Subrecipient has submitted to the auditors for their analysis.
13. "Satisfactory Continuing Control" means the legal assurance that a Capital Asset will remain available to be used for its originally authorized purpose throughout its useful life or until disposition.
14. "STIF" or "Statewide Transportation Improvement Fund" means the fund established under ORS 184.751.
15. "STIF Formula Fund" means up to 90 percent of the Statewide Transportation Improvement funds to be disbursed to Qualified Entities conditioned upon the Commission's approval of a STIF Plan, pursuant to ORS 184.758(1)(a).
16. "STIF Formula Fund Cycle" means the time period between Fiscal Years 2019 through the end of Fiscal Year 2021 (June 30, 2021) that is programmed in the STIF Plan.
17. "STIF Plan" means a public transportation improvement plan that is approved by TriMet's Board of Directors and submitted to the Oregon Department of Transportation for review and approval by the Commission in order for TriMet to receive a share of the STIF Formula Fund.

#### **RECITALS:**

1. ORS 184.751 establishes the Statewide Transportation Improvement Fund, which appropriates funds to the Oregon Department of Transportation to finance investments and improvements in public transportation services.
2. The STIF Formula Fund is intended to improve Public Transportation Services for current and potential future Oregon transit users by distributing moneys to Qualified Entities. STIF Formula Funds are not intended to supplant local funding sources to maintain existing services.
3. The Commission has approved TriMet's multi-year Plan for use of STIF Formula Funds through the end of Fiscal Year 2021. TriMet is a Recipient of STIF Formula Funds as it is authorized to receive STIF Formula Funds directly from the Oregon Department of Transportation. TriMet's STIF Plan consists of numerous Projects to provide Public Transportation Services in TriMet's area of responsibility based on anticipated STIF Formula Funds.
4. Subrecipient is authorized to receive STIF Formula Funds and provide Public Transportation Services in and around Clackamas County, Oregon. Subrecipient provides Public Transportation Services in TriMet's Area of Responsibility as defined by OAR 732-040-0005(5).
5. TriMet's STIF Plan anticipates sufficient future STIF Formula Funds for Subrecipient for a Project or Projects that provide Public Transportation Services as specified in this Agreement.

6. Pursuant to ORS Chapter 184 and OAR Chapter 732, Divisions 40 and 42, TriMet and Subrecipient enter into this Agreement for the sole purpose of disbursing the approved STIF Formula Funds to Subrecipient in order for Subrecipient to complete one or more tasks specified in the STIF Plan. **Funds shall be used solely for the Project(s) and shall not be used for any other purpose.**

## AGREEMENTS:

### 1. General

- 1.1. Subrecipient agrees to comply with and use the STIF Formula Funds in accordance with the terms of this Agreement including the terms and conditions of ORS 184.751 through 184.766, the provisions of OAR Chapter 732 Divisions 40 and 42, as may be amended, TriMet's Approved FY2019-2021 STIF Plan, and any ODOT guidance documents pertaining to the Statewide Transportation Improvement Funds program, all of which are incorporated into and made part of this Agreement. Specific contractual requirements applicable to Subrecipient under this Agreement are set forth in Exhibits A, B, C, D, E, F, and G, which are incorporated into and made part of this Agreement. Any conflict among the terms of this Agreement shall be resolved in accordance with the following order of precedence: this Agreement form: Exhibit A, Exhibit B, Exhibit C, Exhibit D, Exhibit E, Exhibit F, and Exhibit G. This Agreement is subject to any agreements made between ODOT and TriMet regarding disbursement of the STIF Formula Funds, and shall be amended to incorporate those changes.
- 1.2. Subrecipient affirms that it has all the necessary policies and procedures in place to ensure compliance with OAR 732 Divisions 40 and 42, and to achieve the goals and outcomes described in the Project, including but not limited to program and project management; financial management; operations management, procurement, use and maintenance of equipment, records retention, compliance with state and federal civil rights laws, compliance with the Americans with Disabilities Act (ADA), charter and school bus, and safety and asset management.
- 1.3. Subrecipient shall not be relieved of any responsibility for performance of Subrecipient's duties under this Agreement, regardless of any subcontract entered into. Subrecipient shall require any subcontractor performing services under this Agreement to enter into a written agreement with Subrecipient before the commencement of services, which shall require the subcontractor to comply with ORS 184.751 through 184.766 and the provisions of OAR Chapter 732, Divisions 40 and 42, as may be amended, and the terms of this Agreement. Where provided in this Agreement, Subrecipient shall specifically include in all subcontracts a requirement that the subcontractor shall be bound as provided in this Agreement and exhibits thereto.
- 1.4. Subrecipient and TriMet agree that the percentages of STIF Formula Funds designated for Subrecipient in Exhibit E represents, to the extent possible and using the best available data, an allocation method that is proportionate to the amount of employee payroll tax revenue generated within the geographic territory of the Subrecipient.
  - 1.4.1. If Subrecipient receives STIF Formula Funds generated within TriMet's geographic district, Subrecipient agrees that the STIF Formula Funds in Exhibit E represent the allocation to Subrecipient approved by the Oregon Transportation Commission.
- 1.5. If the total amount of STIF Formula Funds transferred to Subrecipient pursuant to Section 1.4 exceeds the total amount in Exhibit D, the Subrecipient shall retain all excess funds in a restricted account for a future STIF Plan or for disbursement as otherwise approved by the Oregon Transportation Commission.

- 1.6. If the total amount of STIF Formula Funds received by TriMet from ODOT exceeds the total amount budgeted by Subrecipient for any fiscal year in Exhibit D, then TriMet shall retain all excess funds in a restricted account and will disburse the funds plus interest to Subrecipient for STIF Plan activities to be conducted in the following fiscal year until the maximum amount for the STIF Plan has been reached. A Subrecipient cannot spend more than the amount budgeted for STIF Plan Period, whether from STIF Formula funds or interest earned on those funds.
  - 1.6.1. Any STIF Formula Funds, including interest, accrued at the end of the STIF Plan period in excess of the amount budgeted by Subrecipient for the STIF Plan period in Exhibit D will be retained by TriMet and disbursed in accordance to the subsequent STIF Plan approved by the Oregon Transportation Commission.
- 1.7. If the STIF Formula Funds transferred to Subrecipient pursuant to Section 1.4 are not sufficient to meet the funding schedule in Exhibit D, TriMet will utilize the Subrecipient's percentage of STIF Formula Funds identified in Exhibit E relative to the total STIF Formula Funds received by TriMet, unless the Parties agree otherwise.
- 1.8. TriMet agrees to distribute STIF Formula Funds due to Subrecipient in accordance with the terms of this Agreement, ORS 184.751 *et seq.*, and OAR Chapter 732 Divisions 40 and 42.

## **2. Audit and Compliance Review**

- 2.1. Subrecipient shall conduct an annual financial audit of the STIF Formula Funds received by the Subrecipient pursuant to this Agreement. All financial audit reports shall be submitted to TriMet no later than 30 days after the receipt of the auditor's final report(s).
- 2.2. All audits prepared pursuant to Section 2.1 shall include the agreed-upon procedures (AUP) as set forth in Exhibit F. Those procedures, and related costs, will be included with the Subrecipient's annual financial statement audit as referenced in Section 2.1.
- 2.3. Subrecipient shall be subject to periodic on-site compliance reviews by TriMet. The purpose of the compliance site review is to ensure that Subrecipient has appropriate, adequate internal controls and management procedures to meet the terms and conditions of agreements governing the disbursement of STIF Formula Funds. Compliance reviews may include but not be limited to the following, as applicable: program and project management, financial management, operations management, procurement, use and maintenance of equipment, records retention, compliance with state and federal civil rights laws, compliance with the Americans with Disabilities Act (ADA), charter and school bus, and safety and asset management.
- 2.4. An on-site compliance review may not be required upon satisfactory completion by Subrecipient of the AUP as required in Exhibit F and the following:
  - 2.4.1 When conducting a financial statement audit in accordance with Generally Accepted Auditing Standards (GAAS) and Generally Accepted Government Auditing Standards (GAGAS or the Yellow Book), written representations are provided in Subrecipient's Representation Letter regarding STIF Formula Funds to complement the auditing procedures of the independent auditor. TriMet requires the following language to be included in the Representation Letter to account for STIF Formula Funds regardless of materiality:

“We are responsible for complying, and have complied with, the requirements pursuant to ORS Chapter 184 and OAR 732, Divisions 40 and 42 for the use of STIF Formula funds identified in the approved FY2019-21 STIF Plan. We have all appropriate, adequate internal controls and management procedures to meet the terms

and conditions of agreements governing the disbursement of STIF Formula Funds, including program and project management, financial management, operations management, procurement, use and maintenance of equipment, records retention, compliance with state and federal civil rights laws, compliance with the Americans with Disabilities Act (ADA), charter and school bus, and safety and asset management.”

- 2.4.2 No later than 30 days after receipt of the auditor’s financial report, Subrecipient will provide an electronic copy of the following documents to TriMet:
  - 2.4.2.1. Audited Financial Statements or Comprehensive Annual Financial Report (CAFR);
  - 2.4.2.2. Report of Independent Auditors on Compliance and on Internal Control Over Financial Reporting Based on an Audit of Financial Statements Performed in Accordance with Oregon Municipal Auditing Standards;
  - 2.4.2.3. Report of Independent Auditors on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards.
  - 2.4.2.4. Report of Independent Auditors on Compliance for the Major Federal Program, Report on Internal Control Over Compliance, and Report on the Schedule of Expenditures of Federal Awards Required by the Uniform Guidance;
  - 2.4.2.5. Management Representation Letter with the representation described in 2.4.1;
  - 2.4.2.6. Agreed Upon Procedures Report as required by ODOT and fully described in Appendix F.
  - 2.4.2.7. Written communications describing material weaknesses, significant deficiencies, or other matters, including written comments for opportunities for improvement;
  - 2.4.2.8. The results of any comprehensive review completed by the Federal Transit Administration or the Oregon Department of Transportation within 30 days of receipt, if applicable;
  - 2.4.2.9. The results of any STIF Formula Fund related reviews or audits within 30 days of receipt, if applicable.
- 2.5. If applicable, the asset inventory list as described in the Agreed Upon Procedures. If additional compliance requirements and/or findings are identified by the independent auditor resulting in a corrective action plan, then TriMet will undertake necessary steps to ensure compliance requirements have been met and/or corrective action plans are fully developed and implemented. TriMet will bill Subrecipient for any audit or compliance review services as provided in this Section 2 on a cost reimbursement basis.
- 2.6. TriMet may request additional information including, but not limited to, audits of specific projects or services. Subrecipient will adhere to financial management procedures in accordance with Oregon and other applicable laws and requirements, and specifically as provided by ORS 184.751 through 184.766 and OAR Chapter 732, Divisions 40 and 42 in addition to the requirements set forth in this Agreement.
- 2.7. Subrecipient shall permit TriMet, ODOT, the Secretary of State of the State of Oregon, or their authorized representatives, upon reasonable notice, access to all data and records relating to STIF Formula Funds received or disbursed and to inspect the STIF Plans and Projects financed with STIF Formula Funds including, but not limited to, the financial records, physical premises, and Capital Assets used to deliver public transportation services.

2.8. Subrecipient shall ensure that its agreements or contracts with subcontractors or vendors include provisions which permit TriMet, ODOT, the Secretary of State of Oregon, or their authorized representatives, access to data and records held by the Subrecipient or vendor as described in this Section.

### **3. Accounting Requirements**

3.1. Subrecipient shall account for STIF Formula Funds separately. Any interest accrued must be added to the moneys and must be reported to TriMet at the end of the Fiscal Year in which it was earned.

3.2. Subrecipient shall document the expenditure of all STIF Formula Funds disbursed by TriMet under this Agreement. Subrecipient shall create and maintain all expenditure records in accordance with generally accepted accounting principles (GAAP) and in sufficient detail to permit TriMet to verify how the STIF Formula Funds were expended. Subrecipient shall comply with applicable federal, state and local laws for accounting, billing and reporting requirements with STIF Formula Funds.

### **4. Reporting Requirements**

4.1. In addition to any other reporting required by this Agreement or by law, Subrecipient shall submit the following electronic documentation to TriMet:

4.1.1. The Subrecipient's adopted annual budget for the upcoming Fiscal Year must be submitted no later than 30 days after adoption. A subcontractor is not required to submit its organization's annual budget.

4.1.2. The results of any relevant financial audits of the Subrecipient or any subcontractor, as required by a local, state or federal oversight agency for the purposes of statewide reporting including, but not limited to:

4.1.2.1. Any other report concerning the financial and administrative activities of Subrecipient as required by law that affects the ability of Subrecipient or a subcontractor to perform the functions or programs funded by this Agreement.

4.2. Results of audits described in this Section 4.1.2 must be submitted to TriMet no later than 15 days after receipt of the final results. A copy of information submitted under this Section 4.1.2.1 must be sent to TriMet no later than 15 days after submittal to the requesting agency.

4.3. Subrecipient will provide TriMet with any report that documents the benefits and discrete measurable outcomes associated with each Project as outlined in Exhibit G, the ODOT STIF Formula Fund Reporting Requirements Overview.

### **5. Withholding of Funds**

5.1. Subrecipient shall assure that funds allocated hereunder are used only for the purposes permitted, and assumes responsibility for breach of conditions of the STIF Formula Funding requirements hereunder by Subrecipient. Upon breach of this Agreement by Subrecipient TriMet may withhold future STIF Formula Fund payments to Subrecipient.

5.2. In addition to any other provisions of this Agreement TriMet may withhold payment of STIF Formula Funds, if:

5.2.1. The Subrecipient or its subcontractor is not using STIF Formula Funds in accordance with the STIF Plan, this Agreement, or applicable laws or regulations;

5.2.2. The Subrecipient or its subcontractor has not submitted reporting required by applicable law or this Agreement, subject to a reasonable cure period;

- 5.2.3. TriMet determines that there are any unresolved audit finding relating to the accounting for STIF Formula Funds as provided by Section 2 Audit and Compliance Review of this Agreement;
- 5.2.4. TriMet determines that there is any unresolved compliance review finding relating to the use of STIF moneys as provided by Section 2 Audit and Compliance Review of this Agreement;
- 5.2.5. If an audit or a review of Subrecipient under this Agreement determines that Subrecipient used STIF Formula Funds inconsistently with this Agreement, TriMet may withhold future STIF Formula Funds;
- 5.2.6. Federal or State laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement;
- 5.2.7. The Commission has withdrawn, modified, or limited its approval of Subrecipient's program as described in this Agreement;
- 5.2.8. Subrecipient terminates this Agreement; or
- 5.2.9. TriMet fails to receive funding, appropriations, limitations or other expense authority outside the control of TriMet, sufficient to allow TriMet, in the exercise of its reasonable administrative discretion or to continue to make payments for performance of this Agreement.

## **6. Discrimination Prohibited/Compliance with Laws**

- 6.1. Subrecipient certifies that no person shall, on the grounds of race, color, creed, religion, sex, age, national origin, or disability, be excluded from participation in, or be denied the benefits of, any activity for which Subrecipient receives STIF Formula Funds. Subrecipient shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, age, national origin, or disability.
- 6.2. Subrecipient shall comply with all applicable federal, state, and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project. Without limiting the generality of the foregoing, Subrecipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
- 6.3. Subrecipient will include the terms of Sections 6.1-6.2 in any contract with a vendor or subcontractor for the use of STIF Formula Funds.

## **7. Indemnification**

- 7.1. The parties agree that TriMet shall have no liability of any nature in connection with the Subrecipient's use of the STIF Formula Funds or Subrecipient's provision of transportation services. To the fullest extent permitted by law, Subrecipient agrees to fully indemnify, hold harmless and defend, TriMet, its directors, officers, employees and agents from and against all claims, suits, actions of whatsoever nature, damages or losses, and all expenses and costs incidental to the investigation and defense thereof including reasonable attorney's fees, resulting from or arising, as between TriMet and Subrecipient, solely out of the Subrecipient's use of the STIF Formula Funds or Subrecipient's provision of transportation services by Subrecipient, its officers, directors, employees, agents, subcontractors and volunteers under this Agreement. If Subrecipient is a public body and the claim, suit, or action subject to indemnification under this section is limited by the Oregon Tort Claims Act (ORS 30.260 *et seq*), then Subrecipient's indemnification will not exceed an amount equal to the applicable tort claim limit for Subrecipient pursuant to the Oregon Tort Claims Act. Any claim, suit, or action not arising solely out of the Subrecipient's use of the STIF Formula Funds or Subrecipient's provision of transportation services shall be governed by Exhibit A(6), contribution.

7.2. In addition to any other remedies available to TriMet as provided for by law or under this Agreement, any Subrecipient receiving STIF Formula Funds, pursuant to this Agreement shall assume sole liability for that Subrecipient's breach of the conditions of this Agreement. The provisions set forth in this Section and related provisions in Exhibit A shall survive termination or expiration of this Agreement.

## **8. Vehicle/ Operator Requirements**

- 8.1. Subrecipient shall ensure that all drivers of equipment purchased with STIF Formula Funds have a valid Oregon driver's license and shall have passed a defensive driving course or bus driver's training course. Per ORS 820.200, drivers of public passenger-carrying vehicles must be at least 21 years of age. Drivers of equipment designed to carry 16 or more passengers, including the driver, shall have a valid Commercial Driver's License (CDL). Subrecipient shall otherwise ensure that operation of the vehicles is performed in accordance with all applicable laws and regulations.
- 8.2. Subrecipient shall require criminal, Department of Motor Vehicles and employment background checks as part of the eligibility requirements for all drivers as provided by Subrecipient's own policy or as provided for in a contract with a vendor or contractor.
- 8.3. Subrecipient will include the terms of Sections 8.1-8.2 in any contract with a vendor or subcontractor for the use of STIF Formula Funds.

## **9. Progress Reporting Requirements**

- 9.1. Quarterly Reports: Subrecipient shall prepare a quarterly report for TriMet which details Project progress, outcomes achieved, and expenditures of STIF Formula Fund moneys by itself and any subcontractors. The quarterly report must be submitted no later than 30 days following the end of a quarter.
  - 9.1.1. The quarterly reporting periods for each STIF Plan year are:
    - 9.1.1.1. January through March
    - 9.1.1.2. April through June
    - 9.1.1.3. July through September
    - 9.1.1.4. October through December
- 9.2. Quarterly progress reports should be remitted via TriMet's established process for posting on its website that meets the requirements of Exhibit A and Exhibit D. Reports must be in a format acceptable to TriMet.
- 9.3. TriMet reserves the right to request additional information as may be necessary to comply with state reporting requirements.
- 9.4. STIF Plan Period Reconciliation: Within 30 days of the end of an approved STIF Plan period, TriMet shall reconcile disbursements made to Subrecipient against the Subrecipient's reported expenditures. If disbursements are found to exceed the expenditures, the amount may be carried forward by the Subrecipient into the next STIF Formula Fund Cycle provided that the Commission approves of the funding plan any funds carried forward.
- 9.5. Capital Asset Reports: If the Subrecipient has acquired, purchased or leased Capital Assets using STIF Formula Fund moneys, Subrecipient shall provide TriMet with a report of the Capital Asset inventory, described in Exhibit C Section 2, including an identification of any sale, transfer or other disposition of the Capital Asset as described in Exhibit C. Capital Asset Reports must be submitted to TriMet on a quarterly schedule in a manner specified by TriMet.

## 10. Funding

- 10.1. Upon execution of this Agreement, TriMet shall disburse to Subrecipient funds quarterly as outlined in the schedule set forth in Exhibits A, D, and E.
- 10.2. Subrecipient shall document eligible use of STIF Formula Funds through the reports submitted to TriMet's Project Manager in accordance with this Agreement and the Exhibits.
- 10.3. The parties acknowledge that the schedule for disbursement of funds in Exhibits D and E are based on anticipated future tax revenue collected by the State of Oregon. The estimated disbursements are not guaranteed. Actual funds received may not be sufficient to provide Subrecipient the full amount of STIF Formula Funds in any quarter as anticipated by this Agreement.

## 11. Term

This Agreement shall be in effect from July 1, 2019 through June 30, 2021, unless the Agreement is terminated earlier as provided in this Agreement.

## 12. Communications

All communications between the parties regarding this Agreement shall be directed to the parties' respective Project Managers as indicated below:

### TriMet:

#### For Reporting:

Erika Turney, Grants Administrator  
TriMet  
1800 SW 1st Ave., Suite 300  
Portland, OR 97201  
503.962.4832  
[turney@trimet.org](mailto:turney@trimet.org)

#### For STIF Program Questions:

Tom Mills, Service Development Manager  
TriMet  
1800 SW 1st Ave., Suite 300  
Portland, OR 97201  
503.962.4883  
[millst@trimet.org](mailto:millst@trimet.org)

### Subrecipient:

#### For all communications:

Teresa Christopherson  
Administrator  
Clackamas County  
2051 Kaen Rd., #135  
Oregon City, OR 97145  
503-650-5718  
[teresachr@co.clackamas.or.us](mailto:teresachr@co.clackamas.or.us)

If one party finds a need to designate a new Project Manager, it shall immediately notify the other party in writing, electronic mail, or other dated documentation.

## 13. Assignment/Subcontracts

Except with regard to audit requirements, Subrecipient may not assign, delegate or subcontract any of its rights or obligations under this Agreement to any other party without the prior written consent of TriMet. Any assignment, delegation or subcontract in violation of this paragraph shall be null and



void, and shall constitute grounds for immediate termination by TriMet. If the delegation to a specific entity has been made in the STIF Plan approved by ODOT, then TriMet consents to the delegation.

**14. Mediation**

Should any dispute arise between the parties concerning this Agreement, which is not resolved by mutual agreement, it is agreed that it will be submitted to mediated negotiation prior to any party commencing litigation. In such an event, the parties to this Agreement agree to participate in good faith in a non-binding mediation process. The mediator shall be selected by mutual agreement of the parties, but in the absence of such agreement each party shall select a temporary mediator and those mediators shall jointly select the permanent mediator. All costs of mediation shall be borne equally by the parties. Notwithstanding the foregoing, either party may seek equitable relief, including, but not limited to, injunctive relief and specific performance, at any time prior to, during, or following mediation.

**15. Entire Agreement/Authority**

15.1. This Agreement, which includes the attached Exhibits A-G constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made shall be effective only in the specific instance and for the specific purpose given. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by either party of that or any other provision.


15.2. If any term of this Agreement is determined by a court to be illegal or conflict with any law, the remaining terms shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

15.3. This Agreement may be executed in two or more counterparts (by facsimile or scanned email PDF), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.

15.4. The individuals signing below represent and warrant that they have authority to bind the party for which they sign.

TRIMET  
By: Bernie Bottomly  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

CLACKAMAS COUNTY BOARD OF COMMISSIONERS  
By: \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date: \_\_\_\_\_

Approved as to form  
By:  \_\_\_\_\_ 6/17/19  
Office of County Attorney

**COPY**

June 27, 2019

Board of County Commissioners  
 Clackamas County

Members of the Board:

Approval of a Subrecipient Agreement with Providence Health & Services, Regional Behavioral Health for Better Outcomes thru Bridges

<b>Purpose/Outcomes</b>	Subrecipient Agreement with Providence Health & Services vulnerable to help vulnerable patients in Clackamas County reduce barriers of access to primary care and Houselessness.
<b>Dollar Amount and Fiscal Impact</b>	The maximum agreement is \$352,900 for a total of two years.
<b>Funding Source</b>	The Agreement is funded through the Affordable Housing Services Fund Program.
<b>Duration</b>	Effective July 1, 2019 and terminates on June 30, 2021
<b>Previous Board Action</b>	No Previous Board Action
<b>Strategic Plan Alignment</b>	1. This funding aligns with the strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities.
<b>County Council</b>	This agreement was reviewed by County Council on June 6, 2019
<b>Contact Person</b>	Vahid Brown – Housing Policy Coordinator
<b>Contract No.</b>	9326

**BACKGROUND**

The Administration Division of the Health, Housing and Human Services Department requests the approval of the Subrecipient Agreement with Providence Better Outcomes thru Bridges (BOB) Program, which identifies those most vulnerable patients in Clackamas County through frequent emergency department utilization and houselessness. The BOB Program attempts to reduce the barriers of access to coordinating primary care, the trauma of housing insecurity and overall wellness through a relationship-based model of care management including housing support.

Funding for this project will allow the BOB program to expand Outreach Specialist Support for South Clackamas County and deploy an Outreach Specialist to North Clackamas County in an effort to reach the most vulnerable patients. Funding will also support the construction and placement of safety off the streets shelters at partnering properties for use by those highly vulnerable community members identified by the outreach specialists.

Staff recommended to the Board of County Commissioners to accept the Committee funding recommendations and instruct staff to prepare Agreements for Board approval at the study session on February 19, 2019, which was approved.

This agreement is effective July 1, 2019 and terminates on June 30, 2021.

**RECOMMENDATION**

Staff recommends the Board approval of this Agreement and that Richard Swift, H3S Director; be authorized to sign on behalf of Clackamas County.

Respectfully submitted,

A handwritten signature in black ink that reads "R. Swift". The signature is written in a cursive, flowing style.

Richard Swift, Director  
Health Housing & Human Services

**CLACKAMAS COUNTY, OREGON**  
**LOCAL GRANT AGREEMENT**     9326    

Program Name: **Better Outcomes Thru Bridges (BOB) Program**

Program/Project Number:

This Agreement is between **Clackamas County, Oregon**, acting by and through its Health, Housing and Human Services Department ("COUNTY") and **Providence Health & Services, Regional Behavioral Health** ("RECIPIENT"), an Oregon Non-profit Organization.

**COUNTY Data**

Grant Accountant: Ke'ala Adolpho	Program Manager: <b>Vahid Brown</b>
Finance Department	Health, Housing and Human Services Department
	Housing Coordinator
2051 Kaen Road	2051 Kaen Road
Oregon City, OR 97045	Oregon City, OR 97045
503-742-5410	(503) 742-5345
kadolpho@clackamas.us	VBrown@clackamas.us

**RECIPIENT Data**

Finance/Fiscal Representative:	Program Representative: <b>Rebecca Wilkinson</b>
Providence Willamette Falls Medical Foundation	Providence Health & Services, Regional Behavioral Health
1500 Division Street	4400 NE Halsey St
Oregon City, OR 97045	Portland, OR 97213
503-650-6805	(503) 278-2563
Tiffany.Gillespie@providence.org	Rebecca.Wilkinson2@providence.org
FEIN: 93-1003750	

**RECITALS**

1. The Clackamas County Board of Commissioners has established an ongoing fund to help address the affordable housing crisis that continues to grow in our community. These general funds will be ongoing on an annual basis with a focus on developing capacity within the community through nonprofit partnerships. Working in partnership with the community will provide greater opportunity to find solutions to this growing problem.
2. RECIPIENT operates the Better Outcomes thru Bridges ("BOB") Program which identifies those most vulnerable patients in Clackamas County through frequent emergency department utilization and homelessness. The BOB Program attempts to reduce the barriers of access to coordinating primary care, the trauma of housing insecurity and overall wellness through a relationship-based model of care management including housing support.
3. COUNTY seeks to partner with RECIPIENT on this program ("Program"). RECIPIENT will use funds to support Safe Overnight Shelter (car camping and hut) project operations costs, permanent and/or transitional housing and other client assistance needs and to construct Conestoga Huts ("Huts"). The Huts and Safe Overnight Car Camping will be placed on various church properties and businesses in Clackamas County and neighboring areas that serve Clackamas County residents and will provide temporary housing for homeless individuals, including huts and/or car camping spaces with priority for those discharging from a Providence hospital in need of temporary respite. .

4. This Grant Agreement of financial assistance sets forth the terms and conditions pursuant to which RECIPIENT agrees on delivery of the Program.

NOW THEREFORE, according to the terms of this Local Grant Agreement COUNTY and RECIPIENT agree as follows:

#### AGREEMENT

1. **Term and Effective Date.** This Agreement shall become effective on the date it is fully executed and approved as required by applicable law. Funds issued under this Agreement may be used to reimburse RECIPIENT for expenses approved in writing by County relating to the project incurred no earlier than **July 1, 2019** and not later than **June 30, 2021**, unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement.
2. **Program.** The Program is described in Attached Exhibit A: RECIPIENT Statement of Program Objectives. RECIPIENT agrees to perform the Program in accordance with the terms and conditions of this Agreement.
3. **Standards of Performance.** RECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations.
4. **Grant Funds.** COUNTY is providing General Funds for this Agreement through the **Affordable Housing and Services Fund Program**. The maximum, not to exceed, grant amount that COUNTY will pay is Three Hundred Fifty Two Thousand Nine Hundred dollars (\$352,900).
5. **Disbursements.** This is a cost reimbursement grant and requests for reimbursements should be made monthly by RECIPIENT in accordance with the requirements contained in Exhibit D: Request for Reimbursement.

Failure to comply with the terms of this Agreement may result in withholding of payment or termination of this Agreement.

6. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. **RECIPIENT must submit a written request including a justification for any amendment to COUNTY in writing at least forty five (45) calendar days before this Agreement expires.** No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully effective before RECIPIENT performs work subject to the amendment.
7. **Termination.** This Agreement may be terminated by the mutual consent of both parties or by a party upon written notice from one to the other. This notice may be transmitted in person, by mail, facsimile, or by email, with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed.
8. **Funds Available and Authorized.** COUNTY certifies that it has funds sufficient to finance the costs of this Agreement. RECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on COUNTY receiving appropriations or other expenditure authority sufficient to allow COUNTY, in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement.

9. **Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in this agreement.
10. **Administrative Requirements.** RECIPIENT agrees to its status as a grantee, and accepts among its duties and responsibilities the following:
  - a) **Financial Management.** RECIPIENT shall comply with Generally Accepted Accounting Principles ("GAAP") or another equally accepted basis of accounting, use adequate internal controls, and maintain necessary sources documentation for all costs incurred.
  - b) **Revenue Accounting.** Grant revenue and expenses generated under this Agreement should be recorded in compliance with generally accepted accounting principles and/or governmental accounting standards. This requires that the revenues are treated as unearned income or "deferred" until the compliance requirements and objectives of the grant have been met. Revenue may be recognized throughout the life cycle of the grant as the funds are "earned." All grant revenues not fully earned and expended in compliance with the requirements and objectives at the end of the period of performance must be returned to COUNTY within 15 days.
  - c) **Budget.** RECIPIENT use of funds may not exceed the amounts specified in the Exhibit B: RECIPIENT Program Budget. RECIPIENT may not transfer grant funds between budget lines without the prior written approval of COUNTY. At no time may budget modifications change the scope of the original grant application or agreement.
  - d) **Allowable Uses of Funds.** RECIPIENT shall use funds only for those purposes authorized in this Agreement.
  - e) **Period of Availability.** RECIPIENT may charge to the award only allowable costs resulting from obligations incurred during the term and effective date. Cost incurred prior or after this date will be disallowed.
  - f) **Match.** Matching funds are not required for this Agreement.
  - g) **Payment.** Routine requests for reimbursement should be submitted monthly by the 15<sup>th</sup> of the following month according to the instructions outlined in Exhibit D: Request for Reimbursement. RECIPIENT must submit a final request for payment no later than fifteen (15) days after the end date of this Agreement.
  - h) **Performance and Financial Reporting.** RECIPIENT must submit Performance Reports according to the schedule specified in Exhibit C: RECIPIENT Performance Reporting. RECIPIENT must submit Financial Reports according to the schedule specified in Exhibit D: Request for Reimbursement. All reports must be submitted on RECIPIENT letterhead, must reference this agreement number, and be signed and dated by an authorized official of RECIPIENT.
  - i) **Audit.** RECIPIENT shall comply with the audit requirements prescribed by State and Federal law.
  - j) **Monitoring.** RECIPIENT agrees to allow access to conduct site visits and inspections of financial and programmatic records for the purpose of monitoring. COUNTY and their duly authorized representatives shall have access to such records and other books, documents, papers, plans, records of shipments and payments and writings of RECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and

make excerpts, copies and transcripts. Monitoring may be performed onsite or offsite, at COUNTY's discretion.

- k) **Record Retention.** RECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of six (6) years following the Project End Date (June 30, 2021), or such longer period as may be required by applicable law, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.
- l) **Failure to Comply.** RECIPIENT acknowledges and agrees that this agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and RECIPIENT to continue, and that failure to comply with such terms and conditions represents a material breach of the original contract and this agreement. Such material breach shall give rise to COUNTY's right, but not obligation, to withhold RECIPIENT grant funds until compliance is met, reclaim grant funds in the case of omissions or misrepresentations in financial or programmatic reporting, or to terminate this relationship including the original contract and all associated amendments.

#### 11. Compliance with Applicable Laws

- a) **Public Policy.** RECIPIENT expressly agrees to comply with all public policy requirements, laws, regulations, and executive orders issued by the Federal government, to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) all regulations and administrative rules established pursuant to the foregoing laws; and (ix) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and as applicable to RECIPIENT.
- b) **Conflict Resolution.** If conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances and other laws applicable to the Services under the Agreement, RECIPIENT shall in writing request COUNTY resolve the conflict. RECIPIENT shall specify if the conflict(s) create a problem for the design or other Services required under the Agreement.

#### 12. Procurement Standards

- a) COUNTY's performance under the Agreement is conditioned upon RECIPIENT's compliance with, and RECIPIENT shall comply with, the obligations applicable to public contracts under the Local Contract Review Board ("LCRB") regulations (Appendix C of Clackamas County Code, located at <http://www.clackamas.us/code/>), which are incorporated by reference herein.
- b) Procurements for goods and services under this award shall use processes as outlined below:

\$0-\$5,000	Direct procurement	One vendor contact
\$5,000-\$50,000	Intermediate procurement	Obtain & document three quotes, award on best value
\$50,000-\$150,000	Intermediate Plus procurement	Issue request for quotes or other appropriate form of solicitation, award on best value

+\$150,000	Formal	Formal solicitation process following written procurement policies
------------	--------	--------------------------------------------------------------------

- c) All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. All sole-source procurements in excess of \$5,000 must receive prior written approval from County in addition to any other approvals required by law applicable to RECIPIENT. Justification for sole-source procurement in excess of \$5,000 should include a description of the project and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. Intergovernmental agreements are excluded from this provision.
- d) RECIPIENT shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. RECIPIENT shall follow chapter 244 of the Oregon Government Ethics Law relating to conflicts of interest. Contractors that develop or draft specifications, requirements, statements of work, and/or solicitations for proposals for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to COUNTY.
- e) RECIPIENT agrees that, to the extent they use contractors or subcontractors, RECIPIENT shall use small, minority-owned, and/or women-owned businesses when possible.

**13. General Agreement Provisions.**

- a) **Indemnification.** RECIPIENT agrees to indemnify and hold COUNTY harmless with respect to any claim, cause, damage, action, penalty or other cost (including attorney's and expert fees) arising from or related to RECIPIENT's negligent or willful acts or those of its employees, agents or those under RECIPIENT's control. RECIPIENT is responsible for the actions of its own agents and employees, and COUNTY assumes no liability or responsibility with respect to RECIPIENT's actions, employees, agents or otherwise with respect to those under its control.
- b) **Insurance.** During the term of this agreement, RECIPIENT shall maintain in force, at its own expense, each insurance noted below:
  - 1) **Commercial General Liability.** RECIPIENT shall obtain, at RECIPIENT's expense, and keep in effect during the term of this agreement, Commercial General Liability Insurance covering bodily injury, death, and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate for the protection of COUNTY, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this agreement. This policy(s) shall be primary insurance as respects to COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.
  - 2) **Commercial Automobile Liability.** If the Agreement involves the use of vehicles, RECIPIENT shall obtain at RECIPIENT expense, and keep in effect during the term of this agreement, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1,000,000.
  - 3) **Professional Liability.** If the Agreement involves the provision of professional services, RECIPIENT shall obtain and furnish COUNTY evidence of Professional Liability



Insurance covering any damages caused by an error, omission, or negligent act related to the services to be provided under this agreement, with limits not less than \$2,000,000 per occurrence for the protection of COUNTY, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this agreement. COUNTY, at its option, may require a complete copy of the above policy.

- 4) **Workers' Compensation.** Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). If contractor is a subject employer, as defined in ORS 656.023, contractor shall obtain employers' liability insurance coverage limits of not less than \$1,000,000.
  - 5) **Additional Insured Provisions.** All required insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability and Pollution Liability Insurance, shall include "Clackamas County, its agents, officers, and employees" as an additional insured, but only with respect to RECIPIENT's activities under this Agreement.
  - 6) **Notice of Cancellation.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 30 days written notice to COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 30 day notice of cancellation provision shall be physically endorsed on to the policy.
  - 7) **Insurance Carrier Rating.** Coverage provided by RECIPIENT must be underwritten by an insurance company deemed acceptable by COUNTY. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. COUNTY reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
  - 8) **Certificates of Insurance.** As evidence of the insurance coverage required by this agreement, RECIPIENT shall furnish a Certificate of Insurance to COUNTY. No agreement shall be in effect until the required certificates have been received, approved, and accepted by COUNTY. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.
  - 9) **Primary Coverage Clarification.** RECIPIENT coverage will be primary in the event of a loss and will not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above.
  - 10) **Cross-Liability Clause.** A cross-liability clause or separation of insured's condition will be included in all general liability, professional liability, and errors and omissions policies required by the agreement.
  - 11) **Waiver of Subrogation.** RECIPIENT agrees to waive their rights of subrogation arising from the work performed under this Agreement.
- c) **Assignment.** RECIPIENT shall not enter into any subcontracts or sub awards for any of the Program activities required by the Agreement without prior written approval. This Agreement may not be assigned in whole or in part with the express written approval of COUNTY.

- d) **Independent Status.** RECIPIENT is independent of COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. RECIPIENT is not an agent of COUNTY and undertakes this work independent from the control and direction of COUNTY excepting as set forth herein. RECIPIENT shall not seek or have the power to bind COUNTY in any transaction or activity.
- e) **Notices.** Any notice provided for under this Agreement shall be effective if in writing and (1) delivered personally to the addressee or deposited in the United States mail, postage paid, certified mail, return receipt requested, (2) sent by overnight or commercial air courier (such as Federal Express), (3) sent by facsimile transmission, with the original to follow by regular mail; or, (4) sent by electronic mail with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed. Notice will be deemed to have been adequately given three days following the date of mailing, or immediately if personally served. For service by facsimile or by electronic mail, service will be deemed effective at the beginning of the next working day.
- f) **Governing Law.** This Agreement is made in the State of Oregon, and shall be governed by and construed in accordance with the laws of that state. Any litigation between COUNTY and RECIPIENT arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Clackamas County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.
- g) **Severability.** If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
- h) **Counterparts.** This Agreement may be executed in any number of counterparts, all of which together will constitute one and the same agreement. Facsimile copy or electronic signatures shall be valid as original signatures.
- i) **Third Party Beneficiaries.** Except as expressly provided in this Agreement, there are no third party beneficiaries to this Agreement. The terms and conditions of this Agreement may only be enforced by the parties.
- j) **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- k) **Integration.** This agreement contains the entire agreement between COUNTY and RECIPIENT and supersedes all prior written or oral discussions or agreements.

(Signature Page Attached)

Providence Health & Services, Regional Behavioral Health  
Local Grant Agreement – H3S Admin -9326

Page 8 of 14

SIGNATURE PAGE TO GRANT AGREEMENT

(CLACKAMAS COUNTY)

By their signatures below, the parties to this Contract agree to the terms, conditions, and content expressed herein.

Providence Health & Services, Regional Behavioral Health

Clackamas County

DocuSigned by:  
Rebecca J. Wilkinson 6/13/2019  
Authorized Signature Date

Commissioner Jim Bernard, Chair  
Commissioner Sonya Fischer  
Commissioner Ken Humberston  
Commissioner Paul Savas  
Commissioner Martha Schrader

\_\_\_\_\_  
Name / Title (Printed)  
482841-94  
Oregon Business Registry #  
Non-Profit  
Entity Type / State of Formation

\_\_\_\_\_  
Signing on Behalf of the Board

\_\_\_\_\_  
Richard Swift, Director Date  
Health, Housing and Human Services

Approved as to Form:

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

- Exhibit A: RECIPIENT Statement of Program Objectives
- Exhibit B: RECIPIENT Program Budget
- Exhibit C: Performance Reporting
- Exhibit D: Request for Reimbursement

**EXHIBIT A**  
**STATEMENT OF PROGRAM OBJECTIVES**

- A. Providence Better Outcomes thru Bridges (BOB) Program identifies those most vulnerable patients in Clackamas County through frequent emergency department utilization and homelessness. The BOB Program attempts to reduce the barriers of access to coordinating primary care, the trauma of housing insecurity and overall wellness through a relationship-based model of care management including housing support. Funding for this project will allow the BOB program to expand Outreach Specialist Support for South Clackamas County and deploy an Outreach Specialist to North Clackamas County in an effort to reach the most vulnerable patients.
- B. The Grant will be used to fund the BOB Program through 2 interconnected activities (the "Work"):
  - 1. Conestoga Huts
  - 2. Outreach Services
- C. Conestoga Huts - RECIPIENT will build and place Conestoga Huts on various church and/or business properties in Clackamas County. Residents of the Conestoga Huts will be BOB Program participants at either Providence Milwaukie and/or Providence Willamette Falls hospitals, or individuals identified by participating churches and/or businesses.

RECIPIENT will use Grant Funds for:

- 1. Outreach Specialist services
  - 2. Construction materials to build the Conestoga Huts;
  - 3. Volunteer Coordination to build the Conestoga Huts;
  - 4. Transport costs associated with relocation of Conestoga Hut;
  - 5. Partnership Start-up Costs – set-up costs and on-site infrastructure expenses (including lighting, water, garbage and sanitation);
  - 6. Permanent Housing Assistance – including rent assistance, application fee, first/last month rent, rental deposits, identification replacement; and
  - 7. Relocate Conestoga Huts to suitable sites.
- D. Outreach Services –RECIPIENT will use Grant Funds to provide an Outreach Specialist at Providence Milwaukie Hospital and expand the resources for the Outreach Specialist at Providence Willamette Falls Medical Center. BOB Outreach Specialist will:
    - 1. Connect directly with individuals who meet the program criteria of a minimum of 20 Emergency Room visits within 12 months or 6 visits within 6 weeks and a Behavioral Health and/or Substance Use condition;
    - 2. Provide care coordination for individuals who already have identified community case management by bringing community partners together to work on a collaborative wellness plan. This includes case reviews by a Providence multi-disciplinary team with a physician leader. Care Coordination is defined as the deliberate organization of patient care activities between two or more participants (possibly including the patient) involved in a patient's care to facilitate the appropriate delivery of health care services. Organizing care involves the marshaling of personnel and other resources needed to carry out all required patient care activities and is often managed by the exchange of information among participants responsible for different aspects of care.; and,
    - 3. Focus on cultivating new and existing community partnerships to reduce barriers to housing and improve health and wellness for individuals to access services, including emergency, short term and long term housing. The program also has a history of success

in removing barriers to accessing mental health care, substance use treatment, and primary/specialty care services.

4. RECIPIENT will use Grant Funds for:
  - a. Outreach Specialist services
  - b. Permanent Housing Assistance – including rent assistance, application fee, first/last month rent, rental deposits, identification replacement; and
  - c. Office Operations and Community Partnerships, this includes office supplies, printing, staff related meeting expenses, Community event expenses, advertising;
  - d. License fee for the Clackamas County Homeless Management Information System;
  - e. Travel and meeting expenses
  - f. Education expenses; and
  - g. Technology and Licenses including a laptop, cell phone and software licenses.

**EXHIBIT B  
 PROGRAM BUDGET**

- A. Payment for all Work performed under this Agreement shall be subject to the provisions of ORS 293.462 and shall not exceed the total maximum sum of Three Hundred Fifty Two Thousand Nine Hundred dollars (\$352,900) for eligible Agreement expenditures. The obligations of COUNTY are expressly subject to appropriation decisions of the Clackamas County Board of Commissioners (“BCC”), and in no event shall COUNTY’s financial contribution exceed the amount finally granted, released and approved by BCC for this Agreement.
- B. The term of the Agreement for will be from July 1, 2019 to June 30, 2021. Subject to the availability of funds, approval of BCC, and successful completion of the Performance Measures RECIPIENT may be eligible for an additional year of funding. Any additional funding will be provided by an amendment to this Agreement.
- C. A maximum of 10% may be used for General Administration. The remaining balance of the funds must be used for Program Delivery costs.
  - 1. General Administration costs are defined as staff-time and overhead costs for planning and general administration of the BOB Program. These include the cost of planning, general management, oversight, coordination, and implementation of the Work.
  - 2. Program Delivery are costs defined as costs incurred for implementing and carrying out eligible Agreement activities. These include the costs of staff directly carrying out the activity in addition to equipment, materials and supplies that are necessary for successful completion of the Work.
- D. Compensation for the Conestoga Huts shall not exceed Seventy-Seven Thousand Two Hundred and Fifty Dollars (\$175,350) and will be subject the following budget categories and expenditure limits:

DESCRIPTION	GRANT
General Administration	\$15,000
Outreach Specialist (.27 FTE)	\$43,000
Housing Assistance	\$35,000
Partner Start Up Costs	\$17,000
Permitting and Fees	\$11,500
Construction Materials	\$50,000
Travel Expenses	\$2,950
TOTAL	\$175,350.00

- E. Compensation for the Outreach Services shall not exceed Eighty-Seven Thousand Six Hundred and Fifty Dollars (\$87,650) and will be subject the following budget categories and expenditure limits:

DESCRIPTION	GRANT
General Administration	\$15,000
Outreach Specialist (.58 FTE)	\$86,000
Housing Assistance	\$35,000
Office Operations/Community Partnerships	\$16,000
License Fee	\$2,400
Office Materials	\$4,200

Travel Expenses	\$2,950
Education Material	\$10,000
Technology Expenses	\$6,000
TOTAL	\$177,550

F. COUNTY Program Manager for this Agreement is:

Vahid Brown, Housing Coordinator  
Health, Housing and Human Services  
Phone: (503) 742-5345  
Email: VBrown@clackamas.us

## **EXHIBIT C**

### **PERFORMANCE REPORTING**

- A. RECIPIENT agrees to report to COUNTY information on the race and ethnicity for each client participant as well as performance outcome data described below. The report shall cover the period July 1 to June 30 for each year or partial year until this Agreement is terminated. RECIPIENT and COUNTY will jointly agree to the format of this report within 2 months of the execution of this Agreement.
- B. Reported Outcomes for the Conestoga Huts
  - 1. Construction of 8 Conestoga Huts per year.
  - 2. Placement of 8 Conestoga Huts per year
- C. Reported Outcomes for Outreach Services
  - 1. Improved well-being for patients participating in BOB Program as demonstrated by a pre/post survey with responses trending an increased sense of wellbeing.
  - 2. Reduced Emergency Department and inpatient hospitalizations for BOB Program participants as demonstrated by Epic Report data of patient admissions to Emergency Departments or inpatient hospitalizations at Providence Milwaukie Hospital and Providence Willamette Falls Medical Center.
  - 3. Housing Stability with BOB Program Data demonstrating participant's transition to permanent housing.
  - 4. Strong and vibrant partnership network with area faith communities and community organizations for construct and maintenance of Conestoga Huts.
  - 5. BOB/Metropolitan Alliance for Common Good Housing Team Program assists in the number of huts established in the Clackamas County service area.



**EXHIBIT D**  
**REQUEST FOR REIMBURSEMENT**

- A. Unless otherwise specified, RECIPIENT shall submit monthly invoices for Work performed. If RECIPIENT fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, RECIPIENT waives any rights to present such invoice thereafter and to receive payment therefor. Payments shall be made to RECIPIENT following COUNTY's review and approval of invoices submitted by RECIPIENT. RECIPIENT shall not submit invoices for, and COUNTY will not pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Agreement, the amendment must be fully effective before RECIPIENT performs Work subject to the amendment. The billings shall also include the total amount billed to date by RECIPIENT prior to the current invoice.
- B. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. The billings shall also include the total amount billed to date by RECIPIENT prior to the current invoice. Funds provided under this Agreement to RECIPIENT will be for reimbursement of actual costs of eligible expenses. Reimbursement by COUNTY will be within 30 days of receipt of acceptable countersigned itemized invoices or billings reflecting the actual cost to RECIPIENT of eligible expenses, and the Budget Category each expenditure is to be billed against.
- C. RECIPIENT may begin accruing expenditures eligible for reimbursement under this Agreement beginning on July 1, 2019. Reimbursement shall not occur until COUNTY has a fully executed this Agreement.
- D. Invoices shall be submitted to:  
Vahid Brown  
Public Services Building  
2051 Kaen Road  
Oregon City, Oregon 97045

June 27, 2019

Board of County Commissioner  
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement with the State of Oregon, acting by and through its Department of Human Services for Operation of Community Developmental Disability Services for Clackamas County

<b>Purpose/Outcomes</b>	This agreement provides the base funding for services to developmentally disabled children and adults residing in Clackamas County
<b>Dollar Amount and Fiscal Impact</b>	The total agreement is \$19,486,054.
<b>Funding Source</b>	Federal Medicaid and State General Fund. No County Funds are involved
<b>Duration</b>	Effective July 1, 2019 and terminates on June 30, 2021
<b>Previous Board Action</b>	Previous biennium agreement was approved on July 13, 2017.
<b>Strategic Plan Alignment</b>	<ol style="list-style-type: none"> <li>1. This funding aligns with the strategic priority to increase self-sufficiency for our clients.</li> <li>2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing needs of older adults in the community.</li> </ol>
<b>Contact Person</b>	Brenda Durbin, Director, Social Services Division 503-655-8641
<b>Contract No.</b>	9293

**BACKGROUND:**

The Clackamas County Social Service Division of the Department of Health, Housing & Human Services requests the approval of an Intergovernmental Agreement with State of Oregon, Department of Human Services for operation of the Community Developmental Disability Services. Through this agreement, Clackamas County Developmental Disabilities Services Program will provide local administration, case management services and abuse investigation services to Clackamas County residents.

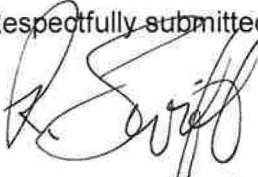
County General Funds are involved when and if the Clackamas County Social Service Division submits a Local Match Funding request to the State of Oregon, Department of Human Services.

This contract is effective July 1, 2019 and continues through June 30, 2021. This contract was reviewed and approved by County Counsel on 6/18/19.

**RECOMMENDATION:**

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read "R. Swift", written over the text "Respectfully submitted,".

Richard Swift, Director  
Health Housing & Human Services



**Agreement Number 157818**

**STATE OF OREGON  
INTERGOVERNMENTAL GRANT AGREEMENT  
FOR THE FINANCING OF  
COMMUNITY DEVELOPMENTAL DISABILITIES SERVICES**

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

This Intergovernmental Grant Agreement for the Financing of Community Developmental Disabilities Services (the "Agreement") is between the State of Oregon, acting by and through its Department of Human Services, hereinafter referred to as "DHS" and Clackamas County ("County," or "CDDP").

**AGREEMENT**

**1. Effective Date and Duration.**

This Agreement shall become effective on **July 1, 2019**. Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on **June 30, 2021**. Agreement termination or expiration shall not extinguish or prejudice either party's right to enforce this Agreement with respect to any default by the other party that has not been cured.

**2. Agreement Documents, Order of Precedence.**

a. This Agreement consists of the following documents and includes the Exhibits listed below which are by this reference incorporated herein:

This Agreement without Exhibits;  
Exhibit A Definitions;  
Exhibit B Part 1 Operations and Administration Terms and Conditions;  
Exhibit B Part 2 Service Element Standards and Procedures;  
Exhibit B Part 3 Financial Terms and Conditions;  
Exhibit C Special Terms and Conditions;  
Exhibit D General Terms and Conditions;  
Exhibit E Standard Terms and Conditions;  
Exhibit F Federal Terms and Conditions;  
Exhibit G Part 1 Required Subcontractor Provisions;  
Exhibit G Part 2 Subcontractor Insurance Requirements;

This Agreement constitutes the entire agreement between the parties on the subject matter hereof; there are no understandings, agreements, or representations, oral or written, regarding this Agreement that are not specified herein.

- b.** In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of the documents comprising this Agreement is as follows, the documents being listed from highest precedence to lowest precedence:

This Agreement without Exhibits;

- (1) Exhibit F Federal Terms and Conditions;
- (2) Exhibit A Definitions;
- (3) Exhibit B Part 3 Financial Terms and Conditions;
- (4) Exhibit B Part 1 Operations and Administration Terms and Conditions;
- (5) Exhibit B Part 2 Service Element Standards and Procedures;
- (6) Exhibit C Special Terms and Conditions;
- (7) Exhibit D General Terms and Conditions;
- (8) Exhibit E Standard Terms and Conditions;
- (9) Exhibit G Part 1 Required Subcontractor Provisions;
- (10) Exhibit G Part 2 Subcontractor Insurance Requirements;
- (11) Exhibit H Part 1 Privacy and Security Agreement; and
- (12) Exhibit H Part 2 Third Party Information System Access Request.

- c.** For purposes of this Agreement, “Work” means specific work to be performed or services to be delivered by County as set forth in Exhibit B Part 2.

**EACH PARTY, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.**

**3. Signatures.**

**Clackamas County**  
**By:**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Approved for Legal Sufficiency:**

/s/ Steven Marlowe  
Department of Justice

May 22, 2019  
Date



CHRISTA BOSSERMAN WOLFE, CPA  
DIRECTOR

**DEPARTMENT OF FINANCE**

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

June 27, 2019

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Resolution for Clackamas County  
Supplemental Budget (Less Than Ten Percent), New Specific Purpose Revenue and  
Transfer of Appropriations for Fiscal Year 2018-2019

Purpose/Outcome	Budget change for Clackamas County FY 2018-2019
Dollar Amount and Fiscal Impact	The effect is an increase in appropriations of \$863,474
Funding Source	Includes Federal and State Operating Revenues and Charge for Services Revenue
Duration	July 1, 2018-June 30, 2019
Previous Board Action/Review	Budget Adopted June 28, 2018 and amended October 11, December 6, 2018 and April 11, and June 20, 2019
Strategic Plan Alignment	Build public trust through good government
Contact Person	Jennifer Chambers, 503-742-5425

**BACKGROUND:**

Each fiscal year it is necessary to allocate additional sources of revenue and appropriate additional expenditures to more accurately meet the changing requirements of the operating departments.

The attached resolution reflects such changes requested by departments in keeping with a legally accurate budget. These changes are in compliance with O.R.S. 294.480 which allows for governing body approval of supplemental budget changes of less than ten percent of qualifying expenditures in the fund(s) being adjusted.

The attached resolution reflects those changes that departments have requested which pursuant to O.R.S. 294.338, qualify as grants in trust for specific purposes in keeping with legally accurate budget.

Periodically during the fiscal year it is necessary to transfer appropriations to more accurately reflect the changing requirements of the operating departments. 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 General Fund – Not Allocated to Organizational Unit is reducing contingency and budgeting for higher than anticipated personnel costs for the County Administration Program budget.

The Social Services Fund is recognizing additional funding from Health and Human Services, Housing and Community Service and the Department of Transportation and budgeting for program costs and adjusting sub-recipient payments to better reflect actual costs.

The Children, Youth and Families Fund is recognizing Behavioral Health revenue support for the Youth Substance Abuse Prevention efforts and budgeting an increase to special payments to better match actual expenditures.

The effect of this Board Order is an increase in appropriations of \$863,474 including new revenues as detailed below:

Federal Operating Grant Revenue	\$ 458,644.
State Operating Grant Revenue	104,830.
Charge for Services	<u>300,000.</u>
Total Recommended	<u>\$ 863,474.</u>

**RECOMMENDATION:**

Staff respectfully recommends adoption of the attached Resolution Order and Exhibit A in keeping with a legally accurate budget.

Sincerely,

Jennifer Chambers  
Budget Manager



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

In the Matter of Providing  
Authorization Regarding Adoption of a  
Supplemental Budget for items Less  
Than 10 Percent of the Total  
Qualifying Expenditures, Appropriate  
Grants For Specific Purposes and  
Transferring and Making to  
Appropriations for Fiscal 2018-19



Resolution Order No. \_\_\_\_\_  
*Page 1 of 2*

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

WHEREAS, a supplemental budget for the period of July 1, 2018 through June 30, 2019 inclusive, has been prepared, published and submitted to the taxpayers as provided by statute

WHEREAS, appropriation of grants entrusted for specific purposes within Clackamas County budget for the period of July 1, 2018 through June 30, 2019, inclusive is necessary to authorize the expenditure of funds, for the needs of Clackamas County residents

WHEREAS, transfer of appropriations for the period of July 1, 2018 through June 30, 2019, inclusive is necessary to continue to prudently manage the distribution of those expenditures for the needs of Clackamas County residents;

WHEREAS; the funds being adjusted are:

- . General Fund-Not Allocated to Organizational Unit
- . General Fund- County Administration
- . Social Services Fund
- . Children, Youth and Families Fund,

It further appearing that it is in the best interest of the County to approve this less than 10 percent appropriations, these grants entrusted for specific purpose of appropriations and transfer of appropriations for the period of July 1, 2018 through June 30, 2019.

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS THAT:

Pursuant to its authority under OR 294.471, the supplemental budget be adopted and appropriations established as shown in the attached Exhibit A which by this reference is made a part of this Resolution.

Pursuant to its authority under OR 294.338, appropriation of specific purpose grants is authorized as shown in the attached Exhibit A which by this reference.

Pursuant to its authority under OR 294.463, transfer of appropriation 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.

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

In the Matter of Providing  
Authorization Regarding Adoption of a  
Supplemental Budget for items Less  
Than 10 Percent of the Total  
Qualifying Expenditures, Appropriate  
Grants For Specific Purposes and  
Transferring and Making to  
Appropriations for Fiscal 2018-19



Resolution Order No. \_\_\_\_\_  
*Page 2 of 2*

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

**DATED** this 27<sup>th</sup> day of June, 2019

**BOARD OF COUNTY COMMISSIONERS**

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Recording Secretary

**SUMMARY OF BUDGET ADJUSTMENTS  
CHANGES OF LESS THAN 10% OF BUDGET  
NEW SPECIFIC PURPOSE REQUESTS  
TRANSFER REQUEST  
Exhibit A  
June 27, 2019**

Recommended items by revenue source:

Federal Operating Grants	\$ 458,644
State Operating Grants	104,830
Charge for Services	300,000
Total Recommended	<u>\$ 863,474</u>

**GENERAL FUND - NOT ALLOCATED TO ORGANIZATIONAL UNIT - COUNTY ADMINISTRATION**

Expenses:	
Board of County Commissioners	\$ 10,000
Not Allocated to Organizational Unit	
Contingency	(10,000)
Total Expenditures	<u>\$ -</u>

General Fund – Not Allocated to Organizational Unit is reducing contingency and budgeting for higher than anticipated personnel costs for the County Administration Program budget.

**SOCIAL SERVICES FUND**

Revenue:	
Federal Operating Grants	\$ 458,644
State Operating Grants	104,830
Total Expenditures	<u>\$ 563,474</u>

Expenses:	
Health and Human Services	\$ 314,490
Not Allocated to Organizational Unit	
Special Payments	248,984
Total Expenditures	<u>\$ 563,474</u>

Social Services Fund is recognizing additional funding from Health and Human Services, Housing and Community Service and the Department of Transportation and budgeting for program costs and adjusting sub-recipient payments to better reflect actual costs.

**CHILDREN, YOUTH AND FAMILIES FUND**

Revenue:	
Charge for Services	\$ 300,000
Total Expenditures	<u>\$ 300,000</u>

Expenses:	
Not Allocated to Organizational Unit	
Special Payments	\$ 300,000
Total Expenditures	<u>\$ 300,000</u>

Children, Youth and Families Fund is recognizing Behavioral Health revenue support for the Youth Substance Abuse Prevention efforts and budgeting an increase to special payments to better match actual expenditures.



CHRISTA BOSSERMAN WOLFE, CPA  
DIRECTOR

**DEPARTMENT OF FINANCE**  
PUBLIC SERVICES BUILDING  
2051 KAEN ROAD | OREGON CITY, OR 97045

June 27, 2019

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Lease for 16201 SE McLoughlin Boulevard with  
C. G. F. Family Limited Partnership for the Oak Lodge Library

<b>Purpose/Outcomes</b>	Execute extension of lease for 16201 SE McLoughlin Boulevard
<b>Dollar Amount &amp; Fiscal Impact</b>	Monthly rent \$6,935.00; total of \$83,220.00 for FY 2019/2020
<b>Funding Source</b>	Clackamas County Library Service District Revenue
<b>Duration</b>	Lease term is for July 1, 2019, through June 30, 2020
<b>Previous Board Action/Review</b>	Current lease approved on June 28, 2018, Consent Item C.2
<b>Strategic Plan Alignment</b>	Supports providing well-maintained facilities for County services.
<b>Counsel Review</b>	Approved with signature on June 17, 2019
<b>Contact Person</b>	Jeff Jorgensen, Director, Facilities Management, 503.734.6248

## BACKGROUND

Clackamas County currently leases the building at 16201 SE McLoughlin Boulevard from C. G. F. Family Limited Partnership for the Oak Lodge Library. This lease was effective June 30, 2000, has been extended twelve (12) times, and expires on June 30, 2019.

The Oak Lodge Library is one of thirteen (13) Clackamas County public libraries currently serving the citizens of this county, with the next closest libraries located in Gladstone and Milwaukie. The Oak Lodge Library has operated in this location since 1994.

A community-driven process is underway to evaluate potential locations for a new facility to be constructed and to hire an architectural firm. Until a new facility is constructed, the library will continue to operate out of its current location.

## RECOMMENDATION

Staff recommends the Board approves and authorizes the Chair of the Board to execute the extension of lease.

Respectfully submitted,

Christa Bosserman Wolfe  
Director, Department of Finance

Placed on the June 27, 2019 Agenda by the Department of Finance

**EXTENSION OF LEASE**

**LEASE TERM:**

The Lease for property located at 16201 SE McLoughlin Boulevard, Oak Grove, Oregon, effective June 30, 2000 through June 30, 2005, and extended July 1, 2006; July 1, 2007; July 1, 2009; July 1, 2010; July 1, 2011; July 1, 2012; July 1, 2013; July 1, 2014; July 1, 2015; July 1, 2016; July 1, 2017; and July 1, 2018, as executed between C.G.F. FAMILY LIMITED PARTNERSHIP (Lessor) and CLACKAMAS COUNTY, a political subdivision of the State of Oregon (Lessee), and copies of which are attached, is extended for a period of one (1) year, beginning July 1, 2019, and ending at midnight on June 30, 2020, with the following amendment:

**RENTAL:**

Lessee agrees to pay rent of six thousand nine hundred thirty-five dollars (\$6,935.00) per month.

All other terms and conditions of the original Lease and Extensions remain in full force and effect.

**LESSEE**

CLACKAMAS COUNTY BOARD  
OF COUNTY COMMISSIONERS by:

\_\_\_\_\_  
Jim Bernard, Chair

\_\_\_\_\_  
Mary Raethke, Recording Secretary

\_\_\_\_\_  
Christa Bosserman Wolf, Finance Director

\_\_\_\_\_  
Laura Zentner, Director  
Business & Community Services

Approved as to form:

\_\_\_\_\_  
Office of County Counsel

\_\_\_\_\_  
Date

**LESSOR**

C.G.F. FAMILY LIMITED PARTNERSHIP  
9418 SE Chatfield Court  
Happy Valley, OR 97086

\_\_\_\_\_  
Federal ID#

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date



CHRISTA BOSSERMAN WOLFE, CPA  
DIRECTOR

**DEPARTMENT OF FINANCE**  
PUBLIC SERVICES BUILDING  
2051 KAEN ROAD | OREGON CITY, OR 97045

June 27, 2019

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Lease for the Homestead Building with Homestead Building, LLC  
for the Sandy Behavioral Health Center

<b>Purpose/Outcomes</b>	Execute lease for the Homestead Building
<b>Dollar Amount &amp; Fiscal Impact</b>	Monthly rent \$4,200.00; total of \$50,400.00 for FY 2019/2020
<b>Funding Source</b>	Health Centers and Public Health Divisions General Funds
<b>Duration</b>	Lease term is for July 1, 2019, through June 30, 2020
<b>Previous Board Action/Review</b>	Current lease approved on June 28, 2018, Consent Item C.4
<b>Strategic Plan Alignment</b>	Supports ensuring safe, healthy, and secure communities. Supports providing well-maintained facilities for County services.
<b>Counsel Review</b>	Approved with signature on June 17, 2019
<b>Contact Person</b>	Jeff Jorgensen, Director, Facilities Management, 503.734.6248

**BACKGROUND**

Clackamas County currently leases the Homestead Building at 38872 Proctor Boulevard, Sandy, from Homestead Building, LLC, to house the Sandy Behavioral Health Center (Center) and the Women, Infants, and Children (WIC) program satellite offices.

The Center provides mental health care coordination, consultation, crisis intervention, evaluation, treatments, skills training, as well as group therapy and peer support services. WIC provides health care, nutrition education, and nutritious food funds for pregnant, postpartum, and breastfeeding women, as well as children ages five and younger. This location also provides an outreach site for the Assistance for Oregon Healthcare program to serve Clackamas County communities along the U. S. Route 26 corridor.

The original lease for this building was approved on December 12, 1991, with Board Order 91-1160; and the current lease expires on June 30, 2019. The Health Centers Division has approval by the Board to move forward with acquisition and renovation of a new facility in Sandy, and is requesting this extension of lease for one year to maintain existing operations. H3S Administration is working with the Public Health Division to either relocate WIC and/or embed WIC staff with Health Centers at the new location, and operations will move to the new facility once the renovation is completed.

**RECOMMENDATION**

Staff recommends the Board approves and authorizes the Chair of the Board to execute this lease.

Respectfully submitted,

Christa Bosserman Wolfe  
Director, Department of Finance

Placed on the June 27, 2019 Agenda by the Department of Finance

## **LEASE**

This Lease is made this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between CLACKAMAS COUNTY, a political subdivision of the State of Oregon, hereinafter called "Lessee" and HOMESTEAD BUILDING LLC, hereinafter called "Lessor."

### **Recitals**

Whereas, on or about June 28, 2018, Lessee and Lessor entered into a lease of the real property described below (the "2018 Lease"). The 2018 Lease expires on June 30, 2019. The parties desire to enter into a new lease following expiration of the 2018 Lease.

Now, therefore, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties have agreed as follows:

### **LEASE TERM:**

In consideration of the agreements herein contained, the Lessor does hereby let and lease the premises hereinafter described to the Lessee to have and to hold the same for a term beginning July 1, 2019 and ending June 30, 2020.

Ninety (90) days before the end of this Lease, Lessee shall notify Lessor, in writing, of its desire to either renew the Lease or vacate the premises. The Lease may be renewed for additional periods upon such terms as are agreed to by the parties in writing.

### **PREMISES:**

The premises subject to this Lease are situated at 38872 Proctor Boulevard, Sandy, Clackamas County, Oregon. The leased premises consist of the building, containing approximately 6,400 square feet, and the parking lot located on Assessor's Map T2S, R4E, Section 13CA, Tax Lot 02900, attached hereto as Exhibit A and incorporated by this reference herein.

### **BASE RENT:**

Lessee agrees to pay as rent for the premises the sum of four thousand two hundred dollars (\$4,200.00) per month for the entire lease term.

Rent not paid when due shall, after ten (10) days written notice, bear simple interest at the rate of one-and-one-half percent (1.5%) per month until paid.

If this Lease is terminated for any reason other than Lessee's default or failure to perform, Lessor shall reimburse to Lessee the pro rata amounts paid on the unexpired term of this Lease.

### **POSSESSION:**

Lessee shall be entitled to full use and possession of the premises for the entire Lease term.

### **USE AND ENJOYMENT:**

Lessor covenants that Lessee shall be entitled to possession of the premises for government offices and related purposes. Lessee covenants not to use the premises for any other purpose without Lessor's prior

written consent, or for any unlawful purpose. Lessee shall not allow the creation of any nuisance upon the premises nor create any nuisance upon the same.

**OPERATING COSTS:**

Lessee shall be responsible for telephone, electricity, and natural gas services to the premises. Lessor shall be responsible for water, sewer, and garbage services to the premises.

**PROPERTY TAXES:**

Lessee is applying for a property tax exemption on the property described above under provisions of ORS 307.112. If the property tax exemption is granted, Lessee and Lessor agree that any tax savings resulting from the exemption shall inure solely to the benefit of Lessee. The rent payable by Lessee has been established to reflect the savings resulting from the exemption granted in ORS 307.112.

**ASBESTOS, CHEMICALS, AND OTHER MATERIALS AND CONDITIONS RELATING TO SAFE WORK ENVIRONMENT:**

1. Lessor assures that the leased premises are safe, healthful, and in compliance with all state and federal Occupational Safety and Health Administration (OSHA) rules and regulations, and all other state structural, building, fire, and specialty code requirements.
2. If conditions pre-exist, or arise, which are determined to be violations of any state or federal OSHA rule or regulation, or any specialty code requirement, Lessor will be allowed a reasonable period in which to modify and correct the violation to achieve compliance. If Lessee deems that there is any imminent danger to employees or to the public, Lessor must correct the violations immediately. Lessor shall make every effort to achieve full compliance within thirty (30) days.

In the event Lessor does not correct any condition as required in items 1 and 2 above, Lessee has the right to terminate this Lease immediately, and shall have no further responsibility to Lessor under this Lease agreement.

**INSPECTION:**

Lessor shall have the right personally and through Lessor's agents and workmen to enter into and upon the premises at reasonable times to inspect the premises and examine the condition thereof upon forty-eight (48) hours written notice, except in the event of an emergency, in which event no notice shall be necessary.

**ALTERATIONS:**

Lessee may perform leasehold improvements and make subsequent non-structural modifications and alterations to the building, provided that Lessee will obtain Lessor's prior written approval of any proposed modifications or alterations of the improvements on the property. Such approvals will be given or denied within ten (10) business days after receipt of a written request for approval and such plans or other information as Lessor may reasonably require. Whether or not Lessor's consent is required under this Lease, Lessee will keep Lessor informed as to modifications and alterations of the premises performed or to be performed by Lessee. All alterations shall be made in a good and workmanlike manner, and in compliance with applicable laws and building codes.



All alterations undertaken by Lessee shall be at Lessee's sole expense. Any alterations or improvements by Lessee shall become the property of Lessor upon termination of this Lease or be removed at Lessor's request with suitable repairs completed by Lessee.

**ELECTRICAL AND BUILDING OVERLOADS:**

Lessee shall not overload the floors or electrical circuits or alter the plumbing or wiring of the premises or building without the written consent of Lessor, which Lessor shall not unreasonably withhold.

**MAINTENANCE:**

Lessor shall be responsible for necessary maintenance and repair of the building foundation, roof, sidewalks, exterior walls, heating and cooling systems, structural members, and for necessary water, sewage, gas, and electrical repairs so long as not made necessary by Lessee's negligence, misuse or failure to comply with any provisions of this lease.

Any repairs or maintenance performed on or around the leased premises by the Lessor shall be done in such a way as to interfere as little as reasonably possible with the use of the premises by the Lessee. Lessee shall have no right to an abatement of rent nor any claim against Lessor for any inconvenience or disturbance resulting from Lessor's activities performed in conformance with the requirements of this provision.

Lessee shall be responsible for routine maintenance of heating and air conditioning equipment, including filter changes.

Lessee shall be responsible for non-structural interior maintenance, including janitorial services. Lessee shall maintain premises in a neat condition, free of trash and debris, in good order and repair.

Lessee shall promptly notify Lessor of any necessary repairs and shall, if necessary to protect the leased premises from imminent damage, prior to such notice, arrange for necessary emergency repairs. Payment for emergency repairs shall be the responsibility of Lessor.

**REPAIR BY LESSOR:**

Lessor shall have no liability for failure to perform required maintenance and repair unless written notice of the needed maintenance or repair is given by Lessee and Lessor fails to commence efforts to remedy the problem in a reasonable time and manner. Repair of damage caused by negligent or intentional acts or breach of this Lease by Lessee, its employees, invitees, or licensees shall be at Lessee's expense.

**LIEN CLAIMS AND LIABILITY:**

Lessee shall not allow any liens to attach to the building or Lessee's interest in the premises as a result of any alterations or modifications done at Lessee's request, repairs or maintenance performed for which Lessor is not responsible, or obligations or judgments of Lessee unrelated to the premises. Any labor or materials provided or construction done by Lessee at Lessor's request shall be deemed to have been provided by Lessor who shall be solely responsible for any liens or judgments arising from such provision or construction.

**PLACE OF PAYMENT AND NOTICE:**

Any notice to which Lessee shall be entitled under this Lease shall be delivered or sent to Clackamas County Facilities Management, 1710 S Red Soils Court #200, Oregon City, OR 97045. Place of payment and notice for Lessor shall be mailed to Homestead Building LLC, PO Box 1172, Boring, OR 97009. Place for notices may be changed by written notice from the party changing address.

**LIABILITY:**

Lessee shall be responsible for insuring or self-insuring its personal property and trade fixtures located on the premises and any alterations or tenant improvements it has made to the premises

**TOTAL OR PARTIAL DESTRUCTION:**

Lessor agrees to insure the building on the premises against fire with extended coverage. So long as this provision does not invalidate or limit the extent of Lessor's coverage under such insurance policies, Lessor does hereby waive the right of subrogation against Lessee and Lessee's agents or employees under such fire insurance policy or policies. If the leased portion of the building on the premises which is the subject of this lease so insured shall be damaged by some cause covered by such insurance to the extent of less than thirty percent (30%) thereof, Lessor shall promptly remove all debris therefrom and repair and rebuild the same, restoring the premises in substantially the same condition in which it was previous to the destruction. If the structure shall be damaged more than thirty percent (30%), Lessor shall not be required to build but may do so at Lessor's option. Percentage of damage shall be determined by the fire insurance underwriter. If Lessor shall elect to rebuild and repair the premises in the last mentioned instance, Lessor shall give written notice of Lessor's intention to do so to Lessee within thirty (30) days of the date of the damage. If Lessor fails to give such notice within thirty (30) days, this Lease shall terminate. If the premises shall be damaged by some cause not covered by insurance and Lessor does not elect to rebuild or repair the premises within sixty (60) days from date of damage, Lessee may terminate this lease at Lessee's option. During any period of time during which the premises shall be unusable, rental shall abate entirely and if the operation of the business on the premises shall be impaired in part, rental shall abate during the terms of repairs or rebuilding proportionate to loss of use of the premises and said impairment of business. If the fire insurance premium rates shall increase in any way by reason of Lessee's activities on the premises, Lessee shall reimburse Lessor promptly for the cost of any premium in excess of the amount Lessor would have been required to pay for insurance had it not been for Lessee's activities or use and shall be added to the rent as charge against Lessee.

**ASSIGNMENT AND SUBLETTING:**

Lessee shall not have the right to assign this Lease without the written consent of Lessor.

No assignment shall relieve Lessee of its obligation to pay rent or perform other obligations required by this lease, and no consent to one assignment or subletting shall be a consent to any further assignment or subletting. Lessor shall not unreasonably withhold its consent to any assignment, or to subletting provided that subrental rate or effective rental paid by the assignee is not less than the current scheduled rental rate of the building for comparable space and the proposed lessee is compatible with Lessor's other lessees and Lessor's normal standards for the building. If Lessee proposes a subletting or

assignment to which Lessor is required to consent under this paragraph, Lessor shall have the option of terminating this lease and dealing directly with the proposed sublessee or assignee, or any third party.

**HOLDING OVER:**

If Lessee shall hold over and remain in possession of said premises after expiration of this Lease without any written lease actually being made, such holding over shall not be deemed to operate as a renewal or extension of this Lease but shall only create a tenancy which may be terminated at any time by Lessor upon sixty (60) days written notice to Lessee.

**EMINENT DOMAIN:**

If the entire premises or entire access shall be taken under power of eminent domain, this lease shall terminate, and Lessee shall immediately vacate said premises within ninety (90) days after receipt of notice of said termination, or earlier if directed by a court having jurisdiction. Lessee shall not participate in any award of damages or purchase price paid by the acquiring authority to Lessor for the building and premises and Lessee shall not be liable for any subsequent rent. If only a part of the premises or access shall be taken under eminent domain so that Lessee may continue to operate Lessee's business on substantially the scale on which such business was conducted prior to condemnation, rental shall be abated for the remaining portion of the term of this lease or extension thereof, proportionate to the loss of use of the premises by Lessee. In no event shall Lessee participate in any condemnation award or settlement.

**WAIVER:**

Any waiver of any breach of covenants herein contained to be kept and performed by Lessee or Lessor shall not be deemed or considered to be a continuing waiver, and shall not operate to bar or prevent the other party from declaring a forfeiture or exercising any other rights as to any succeeding breach, either of the same condition or covenant or otherwise.

**TERMINATION AND BREACH:**

This Lease may be terminated by either party with ninety (90) days written notice.

If Lessee fails to pay any rental payment by the fifteenth (15<sup>th</sup>) day of the month in which it is due, Lessor may terminate this Lease by providing sixty (60) days written notice, with an opportunity to cure, to Lessee. Within sixty (60) days of receipt of said notice, Lessee shall either cure the default or vacate the premises.

If Lessee defaults in performing its obligations under this Lease, other than payment of rent, Lessor may make any payment or perform any obligation which Lessee has failed to perform after not less than ten (10) days written notice to Lessee of Lessor's intention to pursue this remedy (except in cases of emergency, where no such prior notice shall be required), in which case Lessor shall be entitled to recover from Lessee upon demand all amounts so expended.

If Lessee breaches any covenants or conditions of this Lease, other than payment of rent, and such breach is not corrected within thirty (30) days after receipt of written notice from Lessor claiming a default by Lessee and Lessor's intention to terminate the Lease if such breach is not corrected (except that if the breach is of a type that cannot be fully corrected within such thirty day period, Lessee must

commence correction within such period and thereafter diligently pursue the correction to completion), Lessor may terminate this Lease by sixty (60) days written notice thereof to Lessee, without waiver of any rights Lessor may have to initiate legal proceedings to recover damages or other relief. Within sixty (60) days of sending such notice, Lessee shall vacate the premises.

If Lessor breaches any covenants or conditions of this Lease, and such breach is not corrected within thirty (30) days after receipt of written notice from Lessee claiming a default by Lessor and Lessee's intention to terminate the Lease if such breach is not corrected (except that if the breach is of a type that cannot be fully corrected within such thirty day period, Lessor must commence correction within such period and thereafter diligently pursue the correction to completion), Lessee may terminate this Lease by sixty (60) days written notice thereof to Lessor, without waiver of any rights Lessee may have to initiate legal proceedings to recover damages or other relief. Within sixty (60) days of sending such notice, Lessee shall vacate the premises.

The rights and remedies specified in this section shall be non-exclusive. Either party's right to terminate this Lease for default as provided herein shall not be that party's sole remedy, and such party may exercise any other right or remedy provided in this Lease or otherwise available under applicable law.

**SURRENDER:**

On expiration or early termination of this Lease, Lessee shall deliver all keys to Lessor and surrender the premises clean and in the same condition as at the commencement of the term, subject only to reasonable wear and tear from ordinary use. Lessee shall remove all of its furnishings and trade fixtures that remain its property and restore all damage resulting from such removal. Failure to remove shall be an abandonment of the property, and Lessor may dispose of it in any manner without liability.

**CONSTITUTIONAL DEBT LIMITATION:**

This agreement is expressly subject to the debt limitation of Oregon Counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefor. Any provisions herein which would conflict with law are deemed inoperative to that extent.

**WARRANT OF AUTHORITY:**

Lessor warrants and represents that Lessor is the sole owner of the premises subject to this Lease, and that Lessor has full authority to execute this Lease. The undersigned, Diane Evans, warrants and represents that she has full authority to sign on behalf of Lessor.

**LESSEE**

CLACKAMAS COUNTY BOARD OF  
COUNTY COMMISSIONERS by:

\_\_\_\_\_  
Jim Bernard, Chair

\_\_\_\_\_  
Mary Raethke, Recording Secretary

\_\_\_\_\_  
Christa Bosserman Wolfe, Finance Director

\_\_\_\_\_  
Richard Swift  
Director, Health Housing & Human Services

Approved as to form:

\_\_\_\_\_  
Office of County Counsel

\_\_\_\_\_  
Date

**LESSOR**

HOMESTEAD BUILDING LLC  
c/o DIANE EVANS, MANAGER  
PO BOX 1172  
BORING, OR 97009

\_\_\_\_\_  
Federal ID#

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

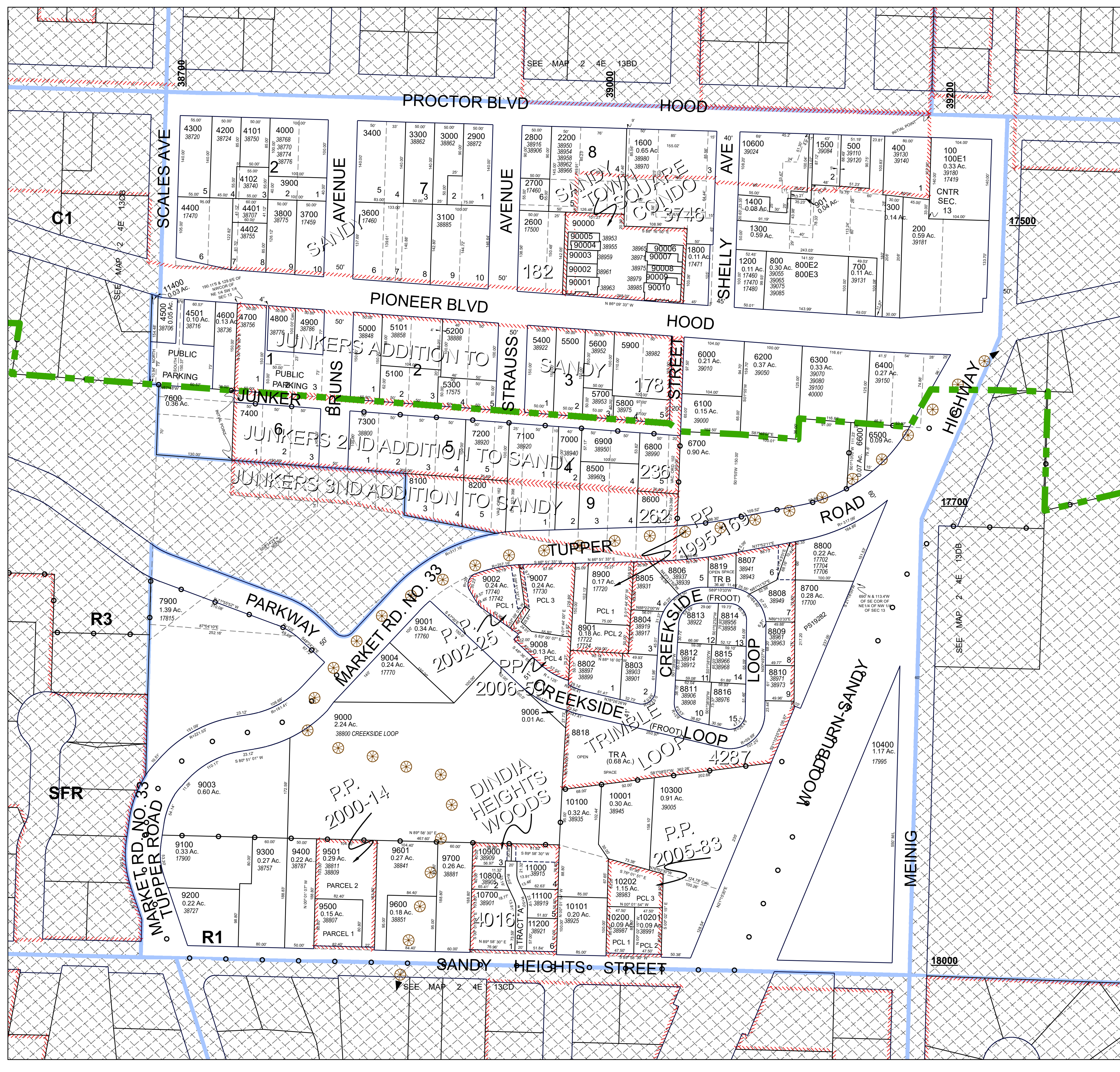
\_\_\_\_\_  
Date

**Exhibit A**

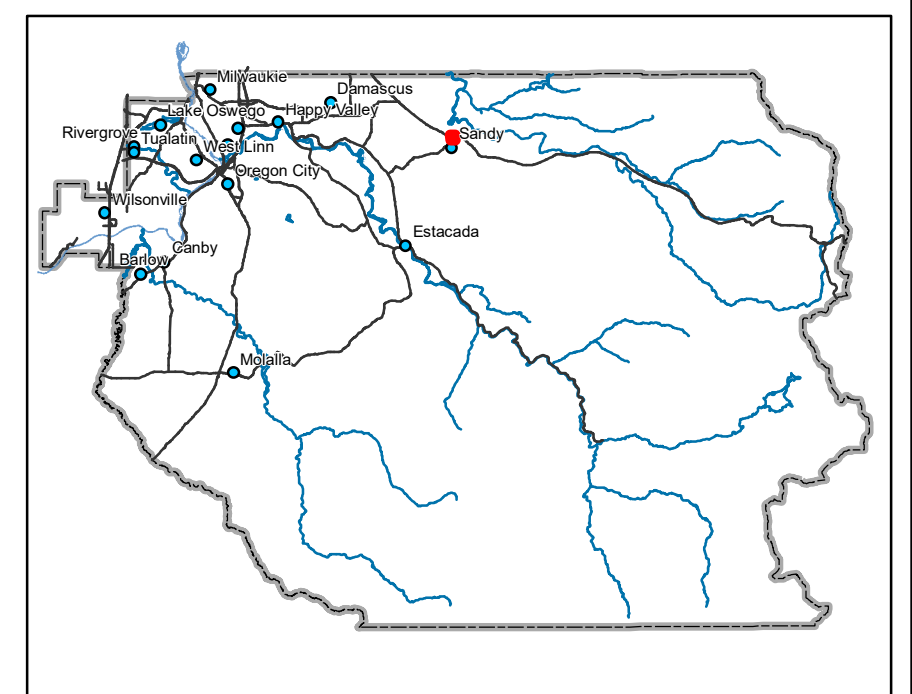
Assessor's Map

Cancelled Taxlots

- 501 6790
- 600
- 701
- 800E1
- 801
- 900
- 902
- 1000
- 1100
- 1201
- 1300
- 1401
- 1490
- 1501
- 1502
- 1600E1
- 1601
- 1700
- 1701
- 1801
- 1802
- 1900
- 1901
- 2000
- 2100
- 2290
- 2300
- 2400
- 2500
- 2900E2
- 2900E1
- 3100E1
- 3200
- 3500
- 4100
- 4502
- 4503
- 4801
- 4901
- 7500
- 7700
- 7701
- 7800
- 8000
- 8300
- 8400
- 8801
- 8817
- 9005
- 9800
- 9801
- 9900
- 10000
- 10500



- Parcel Boundary
- Private Road ROW
- Historical Boundary
- Railroad Centerline
- TaxCodeLines
- Map Index
- WaterLines
- Land Use Zoning
- Plats
- Water
- Corner
- Section Corner
- 1/16th Line
- Govt Lot Line
- DLC Line
- Meander Line
- PLSS Section Line
- Historic Corridor 40'
- Historic Corridor 20'



THIS MAP IS FOR ASSESSMENT PURPOSES ONLY





CHRISTA BOSSERMAN WOLFE, CPA  
DIRECTOR

**DEPARTMENT OF FINANCE**  
PUBLIC SERVICES BUILDING  
2051 KAEN ROAD | OREGON CITY, OR 97045

June 27, 2019

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Lease for the Willamette Building with Willamette Building Partnership

<b>Purpose/Outcomes</b>	Execute lease for the Willamette Building
<b>Dollar Amount &amp; Fiscal Impact</b>	Discounted annual rent payment of \$79,130.25 for FY 2019/2020
<b>Funding Source</b>	Children, Family, and Community Connections Division general funds, supplemented by federal and state grants, and allocated by labor hours logged in each program.
<b>Duration</b>	Lease term is for July 1, 2019, through June 30, 2020
<b>Previous Board Action/Review</b>	Current lease approved on June 28, 2018, Consent Item C.3
<b>Strategic Plan Alignment</b>	Supports growing a vibrant economy. Supports providing well-maintained facilities for County services.
<b>Counsel Review</b>	Approved with signature on June 17, 2019
<b>Contact Person</b>	Jeff Jorgensen, Director, Facilities Management, 503.734.6248

**BACKGROUND**

Clackamas County currently leases all three suites of the Willamette Building at 104, 108, and 112 11<sup>th</sup> Street, Oregon City, from Willamette Building Partnership, to house the Weatherization & Energy Education and the Workforce programs offices of the Children, Family, and Community Connections Division (CFCC).

The Weatherization & Energy Education program provides free home energy audits, energy conservation education, and residence weatherization services to income-eligible renters and homeowners of Clackamas County. The Workforce program partners provide local self-sufficiency, employment training and career development, and one-on-one support services for veterans. This facility has served these programs well, providing office, training, and storage space with convenient access to public transportation systems for clients, neighboring partners, and at an affordable rate.

The current lease expires on June 30, 2019. The new lease has corrected the premise address and clarified deposit language. CFCC is actively considering how current spaces are working for all their activities, and would like to keep options open with a short-term lease, in order to maintain the facilities for these programs. The Lessor provides the option of a five percent (5%) discount on rent if paid for the year in full by July 1, 2019.

**RECOMMENDATION**

Staff recommends the Board approves and authorizes the Chair of the Board to execute this lease.

Respectfully submitted,

Christa Bosserman Wolfe  
Director, Department of Finance

Placed on the June 27, 2019 Agenda by the Department of Finance



## LEASE

This Lease is made this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between CLACKAMAS COUNTY, a political subdivision of the State of Oregon, hereinafter called "Lessee" and WILLAMETTE BUILDING PARTNERSHIP, hereinafter called "Lessor".

### Recitals

Whereas, on or about June 28, 2018, Lessee and Lessor entered into a lease of the real property described below (the "2018 Lease"). The 2018 Lease expires on June 30, 2019. The parties desire to enter into a new lease following expiration of the 2018 Lease.

Now, therefore, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties have agreed as follows:

### LEASE TERM:

In consideration of the agreements herein contained, the Lessor does hereby let and lease the premises hereinafter described to the Lessee to have and to hold the same for a term of one (1) year, beginning July 1, 2019 and ending at midnight on June 30, 2020.

Ninety (90) days before the end of this Lease, Lessee shall notify Lessor, in writing, of its desire to either renew the Lease or vacate the premises. The Lease may be renewed for additional periods upon such terms as are agreed to by the parties in writing.

### PREMISES:

The premises subject to this Lease are situated at 104, 108, and 112 11<sup>th</sup> Street, Oregon City, Clackamas County, Oregon. The leased premises consist of the building, containing approximately 9,285.5 square feet, and the 22-space parking lot located on Assessor's Map T2S, R2E, Section 31AB, Tax Lot 02500, attached hereto as Exhibit A and incorporated by this reference herein.

### BASE RENT:

Lessee agrees to pay rent of six thousand nine hundred forty-one dollars and twenty-five cents (\$6,941.25) per month for the entire lease term. Rent is due and payable on or before the first day of the month.

Lessor and Lessee hereby agree that if Lessee opts to pay rent on an annual basis and the rent is paid on or before July 01, Lessee is entitled to discount the annual rent by five percent (5%) for an annual total of seventy-nine thousand one hundred thirty dollars and twenty-five cents (\$79,130.25).

Rent not paid when due shall, after ten (10) days written notice, bear simple interest at the rate of one-and-one-half percent (1.5%) per month until paid.

If this Lease is terminated for any reason other than Lessee's default or failure to perform, Lessor shall reimburse to Lessee the pro rata amounts paid on the unexpired term of this Lease.

**DEPOSIT:**

Lessor acknowledges that Lessee paid refundable deposits in the amounts of \$1,717.00 in February 1990 for the address of 112, and \$425.00 in June 1990 for the address of 108, under prior leases with Lessor's predecessors. Said deposits remain held by Lessor and shall be applied against the rent payable for the last month of occupancy under lease.

**POSSESSION:**

Lessee shall be entitled to full use and possession of the premises for the entire Lease term.

**USE AND ENJOYMENT:**

Lessor covenants that Lessee shall be entitled to possession of the premises for government offices and related purposes. Lessee covenants not to use the premises for any other purpose without Lessor's prior written consent, or for any unlawful purpose. Lessee shall not allow the creation of any nuisance upon the premises nor create any nuisance upon the same.

**OPERATING COSTS:**

Lessee shall be responsible for telephone, electricity, water, sewer, natural gas, landscape maintenance, and trash removal services to the premises.

**PROPERTY TAXES:**

Lessee is applying for a property tax exemption on the property described above under provisions of ORS 307.112. If the property tax exemption is granted, Lessee and Lessor agree that any tax savings resulting from the exemption shall inure solely to the benefit of Lessee. The rent payable by Lessee has been established to reflect the savings resulting from the exemption granted in ORS 307.112.

**ASBESTOS, CHEMICALS, AND OTHER MATERIALS AND CONDITIONS RELATING TO SAFE WORK ENVIRONMENT:**

1. Lessor assures that the leased premises are safe, healthful, and in compliance with all state and federal Occupational Safety and Health Administration (OSHA) rules and regulations, and all other state structural, building, fire, and specialty code requirements.
2. If conditions pre-exist, or arise, which are determined to be violations of any state or federal OSHA rule or regulation or any specialty code requirement, Lessor will be allowed a reasonable period in which to modify and correct the violation to achieve compliance. If Lessee deems that there is any imminent danger to employees or to the public, Lessor must correct the violations immediately. Lessor shall make every effort to achieve full compliance within thirty (30) days.

In the event Lessor does not correct any condition as required in items 1 and 2 above, Lessee has the right to terminate this Lease immediately, and shall have no further responsibility to Lessor under this Lease agreement.

**INSPECTION:**

Lessor shall have the right personally and through Lessor's agents and workmen to enter into and upon the premises at reasonable times to inspect the premises and examine the condition thereof upon forty-

eight (48) hours written notice, except in the event of an emergency, in which event no notice shall be necessary.

**ALTERATIONS:**

Lessee may perform leasehold improvements and make subsequent non-structural modifications and alterations to the building, provided that Lessee will obtain Lessor's prior written approval of any proposed modifications or alterations of the improvements on the property. Such approvals will not be unreasonably withheld and will be given or denied within ten (10) business days after receipt of a written request for approval and such plans or other information as Lessor may reasonably require. Whether or not Lessor's consent is required under this Lease, Lessee will keep Lessor informed as to modifications and alterations of the premises performed or to be performed by Lessee. All alterations shall be made in a good and workmanlike manner, and in compliance with applicable laws and building codes.

All alterations undertaken by Lessee shall be at Lessee's sole expense. Any alterations or improvements by Lessee that cannot reasonably be removed by Lessee without damaging the premises shall become the property of Lessor upon termination of this Lease.

**ELECTRICAL AND BUILDING OVERLOADS:**

Lessee shall not overload the floors or electrical circuits or alter the plumbing or wiring of the premises or building without the written consent of Lessor, which Lessor shall not unreasonably withhold.

**MAINTENANCE:**

Lessor shall be responsible for necessary maintenance and repair of the building foundation, roof, sidewalks, exterior walls, structural members, and for necessary water, sewage, and electrical repairs so long as not made necessary by Lessee's negligence, misuse, or failure to comply with any provisions of this lease. Lessor shall be responsible for major repairs and/or replacement of heating and air conditioning components.

Any repairs or maintenance performed on or around the leased premises by the Lessor shall be done in such a way as to interfere as little as reasonably possible with the use of the premises by the Lessee. Lessee shall have no right to an abatement of rent nor any claim against Lessor for any inconvenience or disturbance resulting from Lessor's activities performed in conformance with the requirements of this provision.

Lessee shall be responsible for routine maintenance of heating and air conditioning equipment, including filter changes.

Lessee shall be responsible for non-structural interior maintenance, including janitorial services and plumbing/toilet problems caused by Lessee's negligence or misuse. Lessee shall maintain premises in a neat condition, free of trash and debris, in good order and repair.

Lessee shall promptly notify Lessor of any necessary repairs and shall, if necessary to protect the leased premises from imminent damage, prior to such notice arrange for necessary emergency repairs. Payment for emergency repairs shall be the responsibility of Lessor.

Lessee shall be responsible for all damages to the leased premises resulting from burglary or attempted burglary and shall repair and maintain all windows and doors.

**REPAIR BY LESSOR:**

Lessor shall have no liability for failure to perform required maintenance and repair unless written notice of the needed maintenance or repair is given by Lessee and Lessor fails to commence efforts to remedy the problem in a reasonable time and manner. Repair of damage caused by negligent or intentional acts or breach of this Lease by Lessee, its employees, invitees, or licensees shall be at Lessee's expense.

**LIEN CLAIMS AND LIABILITY:**

Lessee shall not allow any liens to attach to the building or Lessee's interest in the premises as a result of any alterations or modifications done at Lessee's request, repairs or maintenance performed for which Lessor is not responsible, or obligations or judgments of Lessee unrelated to the premises. Any labor or materials provided or construction done by Lessee at Lessor's request shall be deemed to have been provided by Lessor who shall be solely responsible for any liens or judgments arising from such provision or construction.

**PLACE OF PAYMENT AND NOTICE:**

Any notice to which Lessee shall be entitled under this Lease shall be delivered or sent to Clackamas County Facilities Management, 1710 S Red Soils Court #200, Oregon City, OR 97045. Place of payment and notice for Lessor shall be mailed to Charles Fuhrman, c/o McLaren's Bookkeeping, 6193 81<sup>st</sup> Avenue SE, Salem, OR 97317. Place for notices may be changed by written notice from the party changing address.

**INDEMNIFICATION:**

Lessor shall hold Lessee harmless from and against any claim, loss, expense, or damage to any person or property in or upon the demised premises arising out of an act or omission of Lessor or its employees or agents.

**TOTAL OR PARTIAL DESTRUCTION:**

Lessor agrees to insure the building on the premises against risks as covered by a standard all risk insurance policy, including water damage and sprinkler leakage, with extended coverage. So long as this provision does not invalidate or limit the extent of Lessor's coverage under such insurance policies, Lessor does hereby waive the right of subrogation against Lessee and Lessee's agents or employees under such insurance policy or policies. If the leased portion of the building on the premises which is the subject of this lease so insured shall be damaged by some cause covered by such insurance to the extent of less than thirty percent (30%) thereof, Lessor shall promptly remove all debris therefrom and repair and rebuild the same, restoring the premises in substantially the same condition in which it was previous to the destruction. If the structure shall be damaged more than thirty percent (30%), Lessor shall not be required to build but may do so at Lessor's option. Percentage of damage shall be determined by the fire insurance underwriter. If Lessor shall elect to rebuild and repair the premises in the last mentioned instance, Lessor shall give written notice of Lessor's intention to do so to the Lessee within thirty (30) days of the date of the damage. If Lessor fails to give such notice within thirty (30)

days, this Lease shall terminate. If the premises shall be damaged by some cause not covered by insurance and Lessor does not elect to rebuild or repair the premises within sixty (60) days from date of damage, Lessee may terminate this Lease at Lessee's option. During any period of time during which the premises shall be unusable, rental shall abate entirely and if the operation of the business on the premises shall be impaired in part, rental shall abate during the terms of repairs or rebuilding proportionate to loss of use of the premises and said impairment of business. If the insurance premium rates shall increase in any way by reason of Lessee's activities on the premises, Lessee shall reimburse Lessor promptly for the cost of any premium in excess of the amount Lessor would have been required to pay for insurance had it not been for Lessee's activities or use and shall be added to the rent as charge against Lessee.

**HAZARDOUS SUBSTANCES:**

Lessee shall not cause or permit any Hazardous Substance to be spilled, leaked, disposed or, or otherwise released on or under the premises. Lessee may use or otherwise handle on the premises only those Hazardous Substances typically used in the prudent and safe operation of the office. Lessee may store such Hazardous Substances on the premises only in quantities necessary to satisfy Lessee's reasonably anticipated needs. Lessee shall comply with all Environmental Laws and exercise the highest degree of care in the use, handling, and storage of Hazardous Substances and shall take all practicable measures to minimize the quantity and toxicity of Hazardous Substances used, handled, or stored on the premises. On the expiration or termination of this Lease, Lessee shall remove all Hazardous Substances placed on the premises by Lessee. The term *Environmental Law* shall mean any federal, state, or local statute, regulation, or ordinance, or any judicial or other governmental order pertaining to the protection of health, safety, or the environment. The term *Hazardous Substance* shall mean any hazardous, toxic, infectious, or radioactive substance, waste, or material as defined or listed by any Environmental Law and shall include, without limitation, petroleum oil and its fractions.

**ASSIGNMENT AND SUBLETTING:**

Lessee shall not have the right to assign this Lease without the written consent of Lessor.

No assignment shall relieve Lessee of its obligation to pay rent or perform other obligations required by this Lease, and no consent to one assignment or subletting shall be a consent to any further assignment or subletting. Lessor shall not unreasonably withhold its consent to any assignment, or to subletting provided that subrental rate or effective rental paid by the assignee is not less than the current scheduled rental rate of the building for comparable space and the proposed lessee is compatible with Lessor's other lessees and Lessor's normal standards for the building. If Lessee proposes a subletting or assignment to which Lessor is required to consent under this paragraph, Lessor shall have the option of terminating this lease and dealing directly with the proposed sublessee or assignee, or any third party.

**HOLDING OVER:**

If Lessee shall hold over and remain in possession of said premises after expiration of this Lease without any written lease actually being made, such holding over shall not be deemed to operate as a renewal or extension of this Lease but shall only create a month-to-month tenancy which may be terminated at any time by Lessor upon sixty (60) days written notice to Lessee.

**EMINENT DOMAIN:**

If the entire premises or entire access shall be taken under power of eminent domain, this lease shall terminate, and Lessee shall immediately vacate said premises within ninety (90) days after receipt of notice of said termination, or earlier if directed by a court having jurisdiction. Lessee shall not participate in any award of damages or purchase price paid by the acquiring authority to Lessor for the building and premises and Lessee shall not be liable for any subsequent rent. If only a part of the premises or access shall be taken under eminent domain so that Lessee may continue to operate Lessee's business on substantially the scale on which such business was conducted prior to condemnation, rental shall be abated for the remaining portion of the term of this lease or extension thereof, proportionate to the loss of use of the premises by Lessee. In no event shall Lessee participate in any condemnation award or settlement.

**WAIVER:**

Any waiver of any breach of covenants herein contained to be kept and performed by Lessee or Lessor shall not be deemed or considered to be a continuing waiver, and shall not operate to bar or prevent the other party from declaring a forfeiture or exercising any other rights as to any succeeding breach, either of the same condition or covenant or otherwise.

**TERMINATION AND BREACH:**

If Lessee fails to pay any rental payment by the fifteenth (15<sup>th</sup>) day of the month in which it is due, Lessor may terminate this Lease by providing sixty (60) days written notice, with an opportunity to cure, to Lessee Within sixty (60) days of receipt of said notice, Lessee shall either cure the default or vacate the premises.

If Lessee defaults in performing its obligations under this Lease, other than payment of rent, Lessor may make any payment or perform any obligation which Lessee has failed to perform after not less than ten (10) days written notice to Lessee of Lessor's intention to pursue this remedy (except in cases of emergency, where no such prior notice shall be required), in which case Lessor shall be entitled to recover from Lessee upon demand all amounts so expended.

If Lessee breaches any covenants or conditions of this Lease, other than payment of rent, and such breach is not corrected within thirty (30) days after receipt of written notice from Lessor claiming a default by Lessee and Lessor's intention to terminate the Lease if such breach is not corrected (except that if the breach is of a type that cannot be fully corrected within such thirty day period, Lessee must commence correction within such period and thereafter diligently pursue the correction to completion), Lessor may terminate this Lease by sixty (60) days written notice thereof to Lessee, without waiver of any rights Lessor may have to initiate legal proceedings to recover damages or other relief. Within sixty (60) days of sending such notice, Lessee shall vacate the premises.

If Lessor breaches any covenants or conditions of this Lease, and such breach is not corrected within thirty (30) days after receipt of written notice from Lessee claiming a default by Lessor and Lessee's intention to terminate the Lease if such breach is not corrected (except that if the breach is of a type that cannot be fully corrected within such thirty day period, Lessor must commence correction within such period and thereafter diligently pursue the correction to completion), Lessee may terminate this Lease by sixty (60) days written notice thereof to Lessor, without waiver of any rights Lessee may have

to initiate legal proceedings to recover damages or other relief. Within sixty (60) days of sending such notice, Lessee shall vacate the premises.

The rights and remedies specified in this section shall be non-exclusive. Either party's right to terminate this Lease for default as provided herein shall not be that party's sole remedy, and such party may exercise any other right or remedy provided in this Lease or otherwise available under applicable law.

**SURRENDER:**

On expiration or early termination of this Lease, Lessee shall deliver all keys to Lessor and surrender the premises clean and in the same condition as at the commencement of the term subject only to reasonable wear and tear from ordinary use. Lessee shall remove all of its furnishings and trade fixtures that remain its property and restore all damage resulting from such removal. Failure to remove shall be an abandonment of the property, and Lessor may dispose of it in any manner without liability.

**CONSTITUTIONAL DEBT LIMITATION:**

This agreement is expressly subject to the debt limitation of Oregon Counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefor. Any provisions herein which would conflict with law are deemed inoperative to that extent.

**WARRANT OF AUTHORITY:**

Lessor warrants and represents that it is the sole owner of the premises subject to this Lease, and that Lessor has full authority to execute this Lease. The undersigned, Charles Fuhrman, warrants and represents that he has full authority to sign on behalf of Lessor.

**LESSEE**

CLACKAMAS COUNTY BOARD  
OF COUNTY COMMISSIONERS by:

\_\_\_\_\_  
Jim Bernard, Chair

\_\_\_\_\_  
Mary Raethke, Recording Secretary

\_\_\_\_\_  
Christa Bosserman Wolf, Finance Director

\_\_\_\_\_  
Richard Swift  
Director, Health Housing & Human Services

Approved as to form:

\_\_\_\_\_  
Office of County Counsel

\_\_\_\_\_  
Date

**LESSOR**

WILLAMETTE BUILDING PARTNERSHIP  
CHARLES FUHRMAN, PROPERTY MANAGER  
c/o MCLAREN'S BOOKKEEPING  
6193 81<sup>st</sup> Ave SE  
Salem, OR 97317

\_\_\_\_\_  
Federal ID#

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date



**Exhibit A**

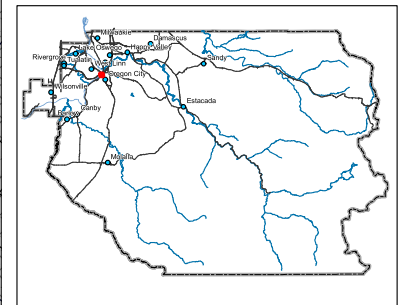
Assessor's Map

D. L. C.  
OREGON CITY CLAIM (UNRECORDED)

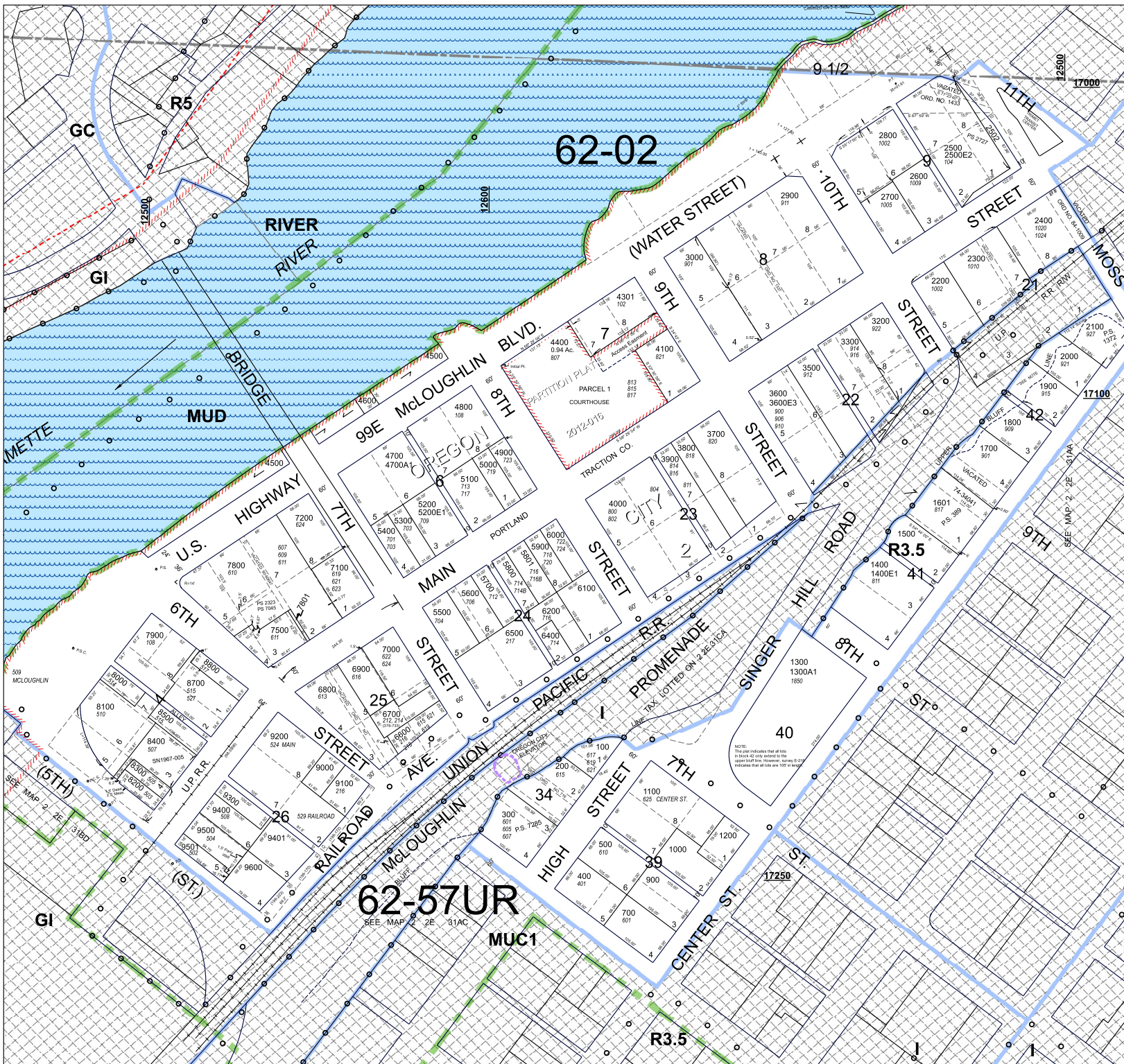
Cancelled Taxlots

- 100E1 9200E1
- 100E2
- 100E3
- 201
- 600
- 800
- 1600
- 2200A1
- 2500A1
- 2501
- 2980
- 3100
- 3400
- 3600E1
- 3600E2
- 4100E1
- 4200
- 4200E1
- 4300
- 4800E1
- 4800E2
- 4800E3
- 4800E4
- 4900E1
- 4900E2
- 5000E1
- 5200E1
- 5200E2
- 5500E1
- 5500E2
- 5500E3
- 5500E4
- 5500E5
- 5600A1
- 5600E1
- 5600E2
- 5700E1
- 5800E1
- 5801E1
- 5900E1
- 6000E1
- 6300
- 7300
- 7400
- 7500E1
- 7500E2
- 7600
- 7700
- 7800E1
- 8200A1
- 8400A1
- 8400E1
- 8400E2
- 8600
- 8900
- 8400E1
- 8400E3
- 9000E1

- Parcel Boundary
- Private Road ROW
- Historical Boundary
- Railroad Centerline
- TaxCodeLines
- Map Index
- WaterLines
- Land Use Zoning
- Plats
- Water
- Corner
- Section Corner
- 1/16th Line
- Govt Lot Line
- DLC Line
- Meander Line
- PLSS Section Line
- Historic Corridor 40'
- Historic Corridor 20'



THIS MAP IS FOR ASSESSMENT PURPOSES ONLY



62-02

62-57UR

MUC1

R3.5



CHRISTA BOSSERMAN WOLFE, CPA  
DIRECTOR

**DEPARTMENT OF FINANCE**  
PUBLIC SERVICES BUILDING  
2051 KAEN ROAD | OREGON CITY, OR 97045

June 27, 2019

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a FY 19/20 Work and Financial Plan with United States Department of Agriculture (USDA), Animal and Plant Health Inspection Service (APHIS), Wildlife Services (WS) for Predator Management

Purpose/Outcome	FY 19/20 Work and Financial Plan for predator control.
Dollar Amount and fiscal Impact	The maximum contract value of \$73,188.15 for the County portion of these activities is included in the Clackamas County fiscal year 2019-2020 budget.
Funding Source	General Fund in conjunction with state, federal and private partners
Duration	July 1, 2019 through June 30, 2020
Previous Board Action/Review	July 19, 2018 the current five year Cooperative Service Agreement with the USDA APHIS WS for Predator Management was approved and signed, 07192018 C.1
Strategic Plan Alignment	Aligns with County strategic priority by helping to ensure safe, healthy and secure communities.
Contact Person	Christa Bosserman Wolfe, 503-742-5407
Contract No.	Agreement 18-7341-5111-RA

**BACKGROUND:** Clackamas County's intergovernmental 5-year agreement with the federal agencies listed above for County Trapper Services was adopted and signed July 19, 2018. The agreement provides predator control where wild animals and birds may carry disease or threaten injury to County public and private resources.

Each year a separate Work Plan and Proposed Budget, representing the next fiscal year portion of this predator control program, is presented to the Board of County Commissioners for approval. The FY 19/20 Work and Financial Plan under consideration was initiated by the federal agency in cooperation with its partners. An opportunity was provided for the Wildlife Services, in cooperation with the County, to adjust service delivery to accommodate County budgetary constraints.

This document has been reviewed and approved by County Counsel.

**RECOMMENDATION:** Staff respectfully recommends the Board approve the attached FY 19/20 Work and Financial Plan for County predator control and wildlife damage management in order to meet the federal deadline. This contract is consistent with the County's anticipated budget for the FY 2019-2020. Thank you.

Sincerely,

Christa Bosserman Wolfe  
Finance Director



United States  
Department of  
Agriculture

Thursday, June 13, 2019

Animal and  
Plant Health  
Inspection  
Service

Clackamas County Board of Commissioners  
Attn: Jennifer Johnson, 2051 Kaen Rd.  
Oregon City, OR 97045

Dear Clackamas County Board of Commissioners,

Wildlife  
Services

Enclosed are three copies of the documents needed for wildlife damage prevention and management services for Clackamas County Board of Commissioners from July 01, 2019 through June 30, 2020.

Oregon State Office

6135 NE 80<sup>th</sup> Ave.  
Suite A-8  
Portland, OR 97218  
(503) 326-2346

If the documents are agreeable to Clackamas County Board of Commissioners please have an authorized representative sign all three copies and send all three copies back to our office. A fully executed copy will be sent to Clackamas County Board of Commissioners when completed.

I welcome the opportunity to address your questions or concerns. Please contact me by email at [Kizma.L.Button@usda.gov](mailto:Kizma.L.Button@usda.gov) or by phone 541-788-9960

Thank you for the opportunity to serve you,

A handwritten signature in blue ink that reads "Kizma L. Button". The signature is written in a cursive style and is positioned above a long, thin, horizontal line that extends across the width of the page.

Kizma L. Button  
Supervisory Budget Analyst

Enclosure

CC: Brian Thomas in Salem, Oregon (503) 399-5814

*Safeguarding American Agriculture*  
APHIS is an agency of USDA's Marketing and Regulatory Programs  
An Equal Opportunity Provider and Employer

**USDA APHIS WILDLIFE SERVICES  
WORK AND FINANCIAL PLAN**

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<b>COOPERATOR:</b>	<b>CLACKAMAS COUNTY BOARD OF COMMISSIONERS</b>
<b>COOPERATIVE AGREEMENT NO.:</b>	<b>19-7341-5111-RA</b>
<b>ACCOUNT NO.:</b>	<b>AP.RA.RX41.73.0550</b>
<b>AGREEMENT DATES:</b>	<b>July 1, 2019 - June 30, 2020</b>
<b>AGREEMENT AMOUNT:</b>	<b>\$73,188.15</b>

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Pursuant to Cooperative Service Agreement No. 18-7341-5111-RA between Clackamas County Board of Commissioners and the United States Department of Agriculture, Animal and Plant Health Inspection Service, Wildlife Services (APHIS-WS), this Work and Financial Plan defines the objectives, plan of action, resources and budget for cooperative wildlife services program.

**OBJECTIVES/GOALS**

APHIS-WS objective is to provide professional wildlife management assistance to reduce or manage damage caused by coyotes and other nuisance wildlife to protect property and human health and safety.

Specific goals are:

1. To provide direct assistance for Clackamas County Board of Commissioners from wildlife conflicts or damage.
2. To provide assistance in the form of educational information.

**PLAN OF ACTION**

The objectives of the wildlife damage management program will be accomplished in the following manner:

1. APHIS-WS will provide technical assistance and or direct management at times and locations for where it is determined there is a need to resolve problems caused by wildlife. Lethal management efforts will be directed towards specific offending individuals or local populations. Method selection will be based on an evaluation of selectivity, humaneness, human safety, effectiveness, legality, and practicality.

Technical Assistance: APHIS-WS personnel may provide verbal or written advice, recommendations, information, demonstrations or training to use in managing wildlife damage problems. Generally, implementation of technical assistance recommendations is the responsibility of the resource/property owner.

Direct Management: Direct management is usually provided when the resource/property owner's efforts have proven ineffective and or technical assistance alone is inadequate. Direct management methods/techniques may include trap equipment, shooting, and other methods as mutually agreed upon.

2. APHIS-WS District Supervisor Brian Thomas in Salem, Oregon (503) 399-5814 will supervise this project. This project will be monitored by David E. Williams, State Director, Portland, Oregon (503) 326-2346.
3. APHIS-WS will bill Clackamas County Board of Commissioners quarterly for actual costs incurred in providing service, not to exceed \$73,188.15.
4. In accordance with the Debt Collection Improvement Act (DCIA) of 1996, bills issued by APHIS-WS are due and payable within 30 days of the invoice date. The DCIA requires that all debts older than 120 days be forwarded to debt collection centers or commercial collection agencies for more aggressive action. Debtors have the option to verify, challenge and compromise claims, and have access to administrative appeals procedures which are both reasonable and protect the interests of the United States.

**PROCUREMENT**

Clackamas County Board of Commissioners understands that additional supplies and equipment may need to be purchased under this agreement to replace consumed, damaged or lost supplies/equipment. Any items remaining at the end of the agreement will remain in the possession of APHIS-WS.

**STIPULATIONS AND RESTRICTIONS:**

1. All operations shall have the joint concurrence of APHIS-WS and Clackamas County Board of Commission and shall be under the direct supervision of APHIS-WS. APHIS-WS will conduct the program in accordance with its established operating policies and all applicable state and federal laws and regulations.
2. APHIS-WS will cooperate with the Oregon Department of Fish and Wildlife, the U.S. Fish and Wildlife Service, Oregon Department of Transportation, Oregon Fire Marshal’s Office, county and local city governments, and other entities to ensure compliance with Federal, State, and local laws and regulations.
3. Wildlife Damage Management: A Work Initiation Document for Wildlife Damage Management (WS Form 12A), a Work Initiation Document for Wildlife Damage Management – Multiple Resource Owners (WS Form 12B) or a Work Initiation Document for Management of Wildlife Damage on Urban Properties (WS Form 12C) will be executed between APHIS-WS and the landowner, lessee, administrator before any APHIS-WS work is conducted.

**COST ESTIMATE FOR SERVICES:**

Salary including possible overtime, benefits, vehicle, supplies and material costs charged at actual cost. The distribution of the budget for this work plan may vary as necessary to accomplish the purpose of this Agreement.

**AUTHORIZATION:**

Clackamas County Board of Commissioners  
Attn: Accounts Payable  
Attn: Jennifer Johnson, 2051 Kaen Rd.  
Oregon City, OR 97045

\_\_\_\_\_  
Representative, Clackamas County Board of Commissioners

\_\_\_\_\_  
Date

**Agreement is effective the date of Cooperator signature or agreement start date, whichever is later.**

UNITED STATES DEPARTMENT OF AGRICULTURE ANIMAL AND PLANT HEALTH INSPECTION  
SERVICE WILDLIFE SERVICES

\_\_\_\_\_  
State Director, Oregon

\_\_\_\_\_  
Date

\_\_\_\_\_  
Director, Western Region

\_\_\_\_\_  
Date

FINANCIAL PLAN  
 For the disbursement of funds from  
 Clackamas County Board of Commissioners

to  
 USDA APHIS Wildlife Services  
 for

wildlife management assistance to reduce or manage damage caused by coyotes and other nuisance  
 wildlife to protect property and human health and safety

from  
 July 1, 2019  
 to  
 June 29, 2020

Cost Element	Cost to Cooperator	Cost Share (Paid by Federal Appropriations)	102% <sup>1</sup> of FTE(s) for FY 18-19
Personnel Compensation	\$ 44,040.81	\$ 27,123.51	\$ 71,164.32
Vehicles	\$ 7,768.21	\$ 4,784.22	\$ 12,552.43
Hires & Reimbursements	\$ 3,874.33	\$ 2,386.09	\$ 6,260.42
Supplies and Materials	\$ 1,877.13	\$ 1,156.07	\$ 3,033.21
Equipment	\$ -	\$ -	\$ -

Subtotal (Direct Charges)	\$ 57,560.48	\$ 35,449.90	\$ 93,010.38
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Pooled Job Costs	11.00%	\$ 6,331.65	N/A	\$ 6,331.65
Indirect Costs	16.15%	\$ 9,296.02	N/A	\$ 9,296.02

<b>Agreement Total:</b>	<b>\$ 73,188.15</b>	<b>\$ 35,449.90</b>	<b>\$ 108,638.05</b>
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Percentage Cost Share	61.89%	38.11%	100.00%
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The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed: \$73,188.15.

<sup>1</sup>This percent reflects current costs and predictive forecasting which is subject to change based on actual costs, including but not limited, to employee costs (including benefits) and actual supply and equipment costs.



CHRISTA BOSSERMAN WOLFE, CPA  
DIRECTOR

**DEPARTMENT OF FINANCE**  
PUBLIC SERVICES BUILDING  
2051 KAEN ROAD | OREGON CITY, OR 97045

June 24, 2019

Board of County Commissioners  
Clackamas County

Members of the Board:

A Resolution Acknowledging Expenditures in Excess of Appropriations and Financial Statement Findings for  
Fiscal Year 2018 and Describing Corrective Action in Accordance with ORS 297.466

Purpose/Outcome	Acknowledgement of expenditures in excess of appropriations and Financial Statement Findings that occurred in Fiscal Year 2018 and description of the Corrective Action that will be implemented.
Dollar Amount and fiscal Impact	The dollar amount of each over expenditure is reported in the Comprehensive Annual Financial Report (CAFR) as part of the Notes to the Basic Financial Statements.
Funding Source	Varies
Safety Impact	N/A
Duration	Expenditures are reported annually. Corrective action to be implemented will be permanent.
Previous Board Action/Review	N/A
Contact Person	David Bodway, Finance Manager, 503-742-5424
Contract No.	N/A

**BACKGROUND:**

As part of the annual audit each year, the County's external audit firm reports on compliance with various Oregon statutes. One of these requirements is to report upon compliance with Local Budget Law. Expenditures in excess of authorized appropriations are reported in the CAFR, by category and by fund. Detail of this can be found in the CAFR as part of the Notes to the Basic Financial Statements, as well as in the Auditor's Report on Compliance with Oregon Minimum Standards. Another requirement is to report upon any internal controls over financial reporting that identified any material weakness in the financial statements. There were no findings or material weaknesses to report.

ORS 297.466 requires that the BCC adopt a resolution within 30 days of issuance of the audited CAFR. The resolution is to both acknowledge the over expenditures and describes the corrective actions implemented. Corrective action is commencing now and will continue into the future on a quarterly schedule.

This Resolution has been reviewed and approved by County Counsel.

**RECOMMENDATION:**

Staff respectfully recommends the Board approve this resolution acknowledging expenditures in excess of appropriations for fiscal year 2018.

Respectfully submitted,

Christa Bosserman-Wolfe, CPA , Finance Director



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

A Resolution Acknowledging Expenditures  
in Excess of appropriations and Financial  
Statement Findings for Fiscal Year 2018  
and Describing Corrective Action in  
Accordance with *ORS 297.466*



Resolution No. \_\_\_\_\_  
*Page 1 of 1*

WHEREAS, Clackamas County's Comprehensive Annual Financial Report for the fiscal year ending June 30, 2018 reports expenditures in excess of appropriations (exhibit A); and

WHEREAS, Oregon Local Budget Law does not allow the expenditure of monies beyond the legal appropriation authority; and

WHEREAS, the County's Comprehensive Annual Financial Report for the fiscal year ending June 30, 2018 reports Financial Statement Findings; and

WHEREAS, ORS 297.466(2) requires the governing body of Clackamas County to determine measures considered necessary for corrective actions and a period of time estimated to complete them; and

WHEREAS, ORS 297.466(3) requires the Clackamas County Board of County Commissioners to submit an adopted resolution of corrective measures to the Secretary of State's Office within 30 days from the submission of Clackamas County's Comprehensive Annual Financial Report to the Secretary of State; and

NOW, THEREFORE, BE IT RESOLVED that in order to ensure current and future compliance with the Oregon Local Budget Law, all Clackamas County Departments will perform a quarterly analysis to review and evaluate expenditures incurred to date compared to the total final adopted budget. Any over-expenditure will be further analyzed, discussed with the Department of Finance's Budget Office, County Administration, and evaluated for further corrective measures.

NOW, THEREFORE, BE IT RESOLVED that in order to ensure current and future compliance with the Oregon Local Budget Law, and to create additional internal controls for compliance with the same, Clackamas County will implement the quarterly analysis procedures outlined above, in Summer of 2019.

Dated this 27<sup>th</sup> day of June, 2019.

BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Recording Secretary

The following funds had expenditures in excess of appropriations for the fiscal year ending, June 30, 2018:

**General County:**

**General Fund**

Board of County Commissioners	\$13,510
Materials & Services	\$109,146
Capital Outlay	\$7,438

Expenditures were higher than budgeted.

**Clackamas Health Centers Fund**

Capital Outlay	\$73,233
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Capital Outlay expenditures were higher than budgeted.

**North Clackamas Revitalization Area Fund**

Debt Service	\$15,000
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Debt Service expenditures were higher than budgeted.

**DTD Capital Projects Fund**

Transfers Out	\$77,766
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Transfers Out expenditures were higher than budgeted.

**Central Dispatch**

Special Payments	\$525,204
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Special Payments expenditures were higher than budgeted.

The following are in response to the Financial Statement Findings for the fiscal year ending June 30, 2018:

**There were no Findings to Report for the FY 2018**

DRAFT

Approval of Previous Business Meeting Minutes:

May 16, 2019

## **BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES**

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

<https://www.clackamas.us/meetings/bcc/business>

**Thursday, May 16, 2019 – 10:00 AM**

**Public Services Building**

**2051 Kaen Rd., Oregon City, OR 97045**

**PRESENT:** Commissioner Jim Bernard, Chair  
Commissioner Sonya Fischer  
Commissioner Ken Humberston  
Commissioner Paul Savas  
Commissioner Martha Schrader  
Housing Authority Commissioner Paul Reynolds

### **CALL TO ORDER**

- Roll Call
- Pledge of Allegiance

Chair Bernard announced the Board will recess as the Board of County Commissioners and convene as the Housing Authority Board for the next item, he introduced Housing Authority Commissioner Paul Reynolds.

### **I. HOUSING AUTHORITY CONSENT AGENDA**

Chair Bernard asked the Clerk to read the Housing Authority consent agenda by title, then asked for a motion.

#### **MOTION:**

Commissioner Reynolds: I move we approve the Housing Authority consent agenda.

Commissioner Humberston: Second.

*~Board Discussion~* Commissioner Savas had questions regarding items 1 and 2. Jill Smith, Housing Authority Director was available to answer the questions.

all those in favor/opposed:

Commissioner Reynolds: Aye.

Commissioner Humberston: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Commissioner Fischer: Aye.

Chair Bernard: Aye – the Ayes have it, the motion carries 6-0.

1. Approval to Execute an Intergovernmental Agreement between the Housing Authority of Clackamas County and Health, Housing & Human Services
2. Approval of an Intergovernmental Agreement between the Housing Authority and Home Forward for Case Management for Families Living in Public Housing
3. Approval of a Service Contract between the Housing Authority and Mental Health Association of Oregon for Peer Support Services for Families Living in Housing
4. Approval of an Intergovernmental Agreement between the Housing Authority and Social Services for Case Management for Housing our Families Program

Chair Bernard announced the Board will Adjourn as the Housing Authority Board and Reconvene as the Board of County Commissioners for the remainder of the meeting.

### **II. CITIZEN COMMUNICATION**

<https://www.clackamas.us/meetings/bcc/business>

The following 5 individuals represent a collation of non-profit organizations in Clackamas County. They explained the services they provide to the most vulnerable citizens of the County.

1. Melissa Erlbaum, Clackamas Women's Services
2. Tom Soma, Children's Center
3. Robin Christian, CASA
4. Simon Fulford, Parrott Creek
5. Mary Zodrow, Northwest Family Services

~Board Discussion~

- 
6. Sherry Hall, County Clerk gave the Board an update regarding the upcoming election.
  7. Chris Hawes, Damascus – issues regarding the former city of Damascus.
  8. Les Poole, Gladstone – the problems regarding Damascus are the fault of Metro, HB 2020 is a mess, evening meetings will improve citizen involvement.
  9. Joe Calvert, Oregon City – issues with trash pickup on South End Road.

~Board Discussion~

### **III. PUBLIC HEARINGS**

1. First Reading of **Ordinance No. 03-2019** Amending Chapter 6.06, Parks Rules of the Clackamas County Code

Rick Gruen, County Parks presented the staff report.

~Board Discussion~

Chair Bernard opened the public hearing and asked if anyone would like to speak, seeing none he closed the public hearing and asked for a motion.

#### **MOTION:**

Commissioner Humberston: I move we read the Ordinance by title only.

Commissioner Schrader: Second.

all those in favor/opposed:

Commissioner Fischer: Aye.

Commissioner Humberston: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Chair Bernard: Aye – the Ayes have it, the motion carries 5-0.

The Clerk assigned Ordinance No. 03-2019 and read the ordinance by title only.

Chair Bernard announced the second reading will be on Thursday, June 6, 2019 at our regular scheduled Business meeting at 10 AM.

2. **Board Order No. 2019-53** for a Transfer of Jurisdiction from Clackamas County to the City of Wilsonville for a Portion of Stafford Rd. (Market Rd. 12, County Rd. 1208)

Rick Maxwell, DTD presented the staff report.

~Board Discussion~

Chair Bernard opened the public hearing and asked if anyone would like to speak, seeing none he closed the public hearing and asked for a motion.

#### **MOTION:**

Commissioner Humberston: I move we approve the Board Order for a Transfer of Jurisdiction from Clackamas County to the City of Wilsonville for a Portion of Stafford Road (Market Road No. 12, County Road 1208).

Commissioner Fischer: Second.

all those in favor/opposed:

Commissioner Fischer: Aye.

Commissioner Humberston: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Chair Bernard: Aye – the Ayes have it, the motion carries 5-0.

**IV. CONSENT AGENDA**

Chair Bernard asked the Clerk to read the consent agenda by title, then asked for a motion.

**MOTION:**

Commissioner Humberston: I move we approve the Consent Agenda.  
Commissioner Fischer: Second.  
all those in favor/opposed:  
Commissioner Fischer: Aye.  
Commissioner Humberston: Aye.  
Commissioner Savas: Aye.  
Commissioner Schrader: Aye.  
Chair Bernard: Aye – the Ayes have it, the motion carries 5-0.

**A. Health, Housing & Human Services**

1. Approval of an Intergovernmental Subrecipient Agreement, Amendment No. 2 with Senior Citizen Council of Clackamas County to Provide Social Services for Clackamas County Residents – *Social Services*
2. Approval of an Intergovernmental Subrecipient Agreement with City of Sandy/Sandy Senior & Community Center to Provide Social Services for Clackamas County Residents – *Social Services*
3. Approval for Amendment No. 2 to a Revenue Agreement with CareOregon for the Integrated Behavioral Health Program - Per Member Per Month (PMPM) Incentive Program – *Health Centers*
4. Approval of Intergovernmental Agreement with Multnomah and Washington Counties for the Get Trained to Help Regional Collaborative – *Behavioral Health*
5. Approval of Contract with Bateman Community Living to Provide Food Service for Older Adult Community Nutrition Programs - *Procurement*

**B. Department of Transportation & Development**

1. Approval of a Contract with David Evans and Associates, Inc. for Engineering and Design Improvements for the South End Road at Milepost 3.8 Project - *Procurement*

**C. Finance Department**

1. Approval of an Amendment to the Assessor's CAFFA Grant Application for FY 2019-20

**D. Elected Officials**

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

**E. Business & Community Services**

1. Approval of a Contract with GreenWorks PC for the Master Plan for Barton Park - *Procurement*

**F. Department of Disaster Management**

1. Approval to Apply for FT 2019 Emergency Management Performance Grant between Clackamas County and the State of Oregon

2. Approval of a Subrecipient Grant Agreement between the City of Portland and Clackamas County for Purchase and Reimbursement Activities Related to the use of the FY 2018 US Department of Homeland Security's Urban Area Security Initiative Grant Program
3. Approval of a Grant Application for Hazard Mitigation Grant Program Funds - Voluntary Residential Acquisition in the Cannel Migration Zone of the Sandy River

**V. DEVELOPMENT AGENCY**

1. Granting of a Permanent Right of Way Easement for Road Purposes and a Permanent Slope, Wall, and Public Easement.

**VI. WATER ENVIRONMENT SERVICES**

1. Approval of a Contract with CH2M Hill Engineers, Inc. for the Tri-City Water Resource Recovery Facility (WRRF) Willamette River Outfall - *Procurement*

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**Note:** On May 16, 2019 at 6 PM the Board held a meeting as the North Clackamas Parks & Recreation District Board of Directors. At this meeting the Board approved the following Resolution:

**Resolution No. 2019-54** for the North Clackamas Parks & Recreation District Supplemental Budget, Greater than 10% and Budget Reductions for Fiscal Year 2018-2019.

**VII. COUNTY ADMINISTRATOR UPDATE**

<https://www.clackamas.us/meetings/bcc/business>

**VIII. COMMISSIONERS COMMUNICATION**

<https://www.clackamas.us/meetings/bcc/business>

**MEETING ADJOURNED – 11:35 AM**

**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. You may also order copies from any library in Clackamas County or the Clackamas County Government Channel. <https://www.clackamas.us/meetings/bcc/business>



June 27, 2019

Board of County Commissioners  
Clackamas County

Members of the Board:

**Approval of Intergovernmental Agreement with Multiple Cities  
for Community Diversion Program Services**

<b>Purpose/Outcomes</b>	Clackamas County Juvenile Department will provide Community Diversion Program services (including referral services, Diversion services and centralized juvenile records depository services) for at-risk youth who live within the city limits of eleven (11) Cities as part of the Clackamas County Juvenile Crime Prevention Plan.
<b>Dollar Amount and Fiscal Impact</b>	<b>Canby, Estacada, Lake Oswego, Milwaukie, Molalla, Oregon City, and West Linn</b> , Oregon will provide \$2,500 each through June 30, 2019. There are no general fund dollars required.
<b>Funding Source</b>	<b>Canby, Estacada, Lake Oswego, Milwaukie, Molalla, Oregon City, and West Linn</b>
<b>Duration</b>	Effective through June 30, 2020
<b>Previous Board Action</b>	Signed by the Board in 2018
<b>Strategic Plan Alignment</b>	1. Provide interventions, compliance monitoring, and restorative services to youth so they can be accountable to victims and the community to repair the harm they have caused. 2. Ensure safe, healthy and secure communities.
<b>Counsel Review</b>	Reviewed and approved by County Counsel on 5-6-19
<b>Contact Person</b>	Ed Jones, Administrative Services Mgr, 503-650-3169

**BACKGROUND:**

One 1<sup>st</sup> renewal and six 4<sup>th</sup> renewals for Community Diversion Program services provided by Clackamas County Juvenile Department to the cities listed above. Listed Cities have agreed to contribute to help fund the community diversion services provided in their respective cities. Past Intergovernmental Agreements for Fiscal Year 2018-19 were signed by the Board in 2018.

**RECOMMENDATION:**

Staff recommends the Board of County Commissioners approve the attached Intergovernmental Agreement renewal.

Respectfully submitted,

Christina L. McMahan, Juvenile Department Director



**Renewal No 4 to the 2015-IGA  
Between the County, through its Juvenile Department  
and the City of Canby  
For Diversion Panel Services for At Risk Youth**

This Renewal No. 4 (4 of 4), when signed by each party, as authorized by the original Intergovernmental Agreement dated May 6, 2015, will become part of the contract documents, superseding the original to the applicable extent indicated.

**AGREEMENT FORM**

- III A.1. Compensation - Fiscal year 2019-20 begins on July 1, 2019 and ends on June 30, 2020.
- III A.2. Compensation - CITY agrees to pay COUNTY \$2,500 for services in fiscal year 2019-2020.
- III B.1. COUNTY will bill CITY on or about July 1, 2019 for fiscal year 2019-20. Payment is due within 30 days of invoice.
- III B.2. CITY Payments shall be mailed to: Clackamas County Juvenile Dept, Attn: Ed Jones, 2121 Kaen Road, Oregon City, OR 97045
- VII A. Term of Agreement - The term of this Agreement begins on July 1, 2019, and ends on June 30, 2020, and is effective upon signature of both parties.

CITY OF CANBY

CLACKAMAS COUNTY, OREGON  
BOARD OF COUNTY COMMISSIONERS



Richard W. Robinson  
City Administrator

DATE

5/7/2019



Jim Bernard  
Chair

DATE

Jeffrey Munns  
Approved by County Counsel

5/6/19  
Date



**Renewal No 4 to the 2015-IGA  
Between the County, through its Juvenile Department  
and the City of Lake Oswego  
For Diversion Panel Services for At Risk Youth**

This Renewal No. 4 (4 of 4), when signed by each party, as authorized by the original Intergovernmental Agreement dated June 18, 2015, will become part of the contract documents, superseding the original to the applicable extent indicated.

**AGREEMENT FORM**

- III A.1. Compensation - Fiscal year 2019-20 begins on July 1, 2019 and ends on June 30, 2020.
- III A.2. Compensation - CITY agrees to pay COUNTY \$2,500 for services in fiscal year 2019-2020.
- III B.1. COUNTY will bill CITY on or about July 1, 2019 for fiscal year 2019-20. Payment is due within 30 days of invoice.
- III B.2. CITY Payments shall be mailed to: Clackamas County Juvenile Dept, Attn: Ed Jones, 2121 Kaen Road, Oregon City, OR 97045
- VII A. Term of Agreement - The term of this Agreement begins on July 1, 2019, and ends on June 30, 2020, and is effective upon signature of both parties.

CITY OF LAKE OSWEGO

CLACKAMAS COUNTY, OREGON  
BOARD OF COUNTY COMMISSIONERS

**X**

\_\_\_\_\_  
Scott Lazenby  
City Manager

DATE

**X**

\_\_\_\_\_  
Jim Bernard  
Chair

DATE

\_\_\_\_\_  
Jeffrey Munns  
Approved by County Counsel

\_\_\_\_\_  
5/6/19  
Date





**Renewal No 4 to the 2015-IGA  
Between the County, through its Juvenile Department  
and the City of Oregon City  
For Diversion Panel Services for At Risk Youth**

This Renewal No. 4 (4 of 4), when signed by each party, as authorized by the original Intergovernmental Agreement dated May 7, 2015, will become part of the contract documents, superseding the original to the applicable extent indicated.

**AGREEMENT FORM**

III A.1. Compensation - Fiscal year 2019-20 begins on July 1, 2019 and ends on June 30, 2020.

III A.2. Compensation - CITY agrees to pay COUNTY \$2,500 for services in fiscal year 2019-2020.

III B.1. COUNTY will bill CITY on or about July 1, 2019 for fiscal year 2019-20. Payment is due within 30 days of invoice.

III B.2. CITY Payments shall be mailed to: Clackamas County Juvenile Dept, Attn: Ed Jones, 2121 Kaen Road, Oregon City, OR 97045

VII A. Term of Agreement - The term of this Agreement begins on July 1, 2019, and ends on June 30, 2020, and is effective upon signature of both parties.

CITY OF OREGON CITY

CLACKAMAS COUNTY, OREGON  
BOARD OF COUNTY COMMISSIONERS

X  5-13-19

Jim Band  
Chief of Police

DATE

X

Jim Bernard  
Chair

DATE

Jeffrey Munns  
Approved by County Counsel

5/6/19  
Date





CHRISTINA MCMAHAN  
DIRECTOR

JUVENILE DEPARTMENT

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

**Approval of Personal Services Contract With Maple Star Oregon, Inc.  
to provide Short Term Residential Placement Services**

<b>Purpose/ Outcomes</b>	Approval of contract for Short-Term Residential Placements. Outcomes include determining youth needs, stabilizing behaviors, family reunification and/or community re-entry, attending court, and not committing new crimes.
<b>Dollar Amount and Fiscal Impact</b>	Total contract value is not to exceed \$2,250,000 from contract begin date through the June 30, 2025 expiration date. Payments are made on a fee-for-service basis so annual amounts will vary.
<b>Funding Source</b>	260-7707-00-431590
<b>Duration</b>	Effective upon execution through June 30, 2025
<b>Previous Board Action</b>	N/A, Program is replacing expired Shelter Bed Contracts.
<b>Strategic Plan Alignment</b>	1. Provide interventions, compliance monitoring, and restorative services to youth so they can be accountable to victims and the community to repair the harm they have caused. 2. Ensure safe, healthy and secure communities.
<b>Counsel Review</b>	Approved as to Form on June 18, 2019
<b>Contact Person</b>	Ed Jones, EJones@clackamas.us, 503-650-3169

**BACKGROUND:**

The mission of the Clackamas County Juvenile Department is to provide prevention, intervention and juvenile justice services to youth and families so they can experience positive change, repair harm to victims, and become contributing members of our community. We support a system of care that addresses a youth’s risk factors and supports success for that youth by identifying and building upon their strengths, competencies, and natural supports. The Short Term Residential Placement program improves upon the previous Shelter Beds program in helping fulfil this mission and achieve better outcomes for the youth, families and communities it serves.

On March 19, 2019, a Request for Proposals #2019-22 for Juvenile Department Short Term Residential Placements was posted to ORPIN. The County received responses from Maple Star, Inc., the Boys and Girls Aid Society of Oregon, Connections 365, and Parrot Creek Child and Family Services. An evaluation committee of qualified staff and community partners evaluated the proposals per the stated criteria and recommended Maple Star, Inc. and the Boys and Girls Aid Society of Oregon for a contract award. The Department concurred with the committee’s recommendation and notice of intent to award was issued according to applicable rules and law. The County received no



protests, and proceeded to develop and circulate the contracts. The Contract for the Boys and Girls Aid Society of Oregon is still in process as of the date of this memo.

County Counsel has reviewed this contract.

**RECOMMENDATION:**

Staff recommends the Board of County Commissioners approve the attached amendment and renewal.

Respectfully submitted,

Christina McMahan, Director

Placed on the Agenda of \_\_\_\_\_ by the Procurement Division



CLACKAMAS COUNTY  
PERSONAL/PROFESSIONAL SERVICES CONTRACT

Contract #1538

This Personal/Professional Services Contract (this “Contract”) is entered into between **Maple Star Oregon, Inc.** (“Contractor”), and Clackamas County, a political subdivision of the State of Oregon (“County”, “CCJD”, STRP provider, service provider, or like terms) on behalf of its Juvenile Department.

**ARTICLE I.**

**1. Effective Date and Duration.** This Contract shall become effective upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on **June 30, 2025**. However, such expiration shall not extinguish or prejudice the County’s right to enforce this Contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor performance that has not been cured.

**2. Scope of Work.** Contractor will provide the following personal/professional services: (“Work”), further described in **Exhibit A**.

**3. Consideration.** The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed **two million two-hundred fifty thousand dollars (\$2,250,000)**, for accomplishing the Work required by this Contract. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit A and are contingent upon annual appropriation pursuant to Article II, Section 2 of this Contract.

**4. Travel and Other Expense.** Authorized:  Yes  No  
If travel expense reimbursement is authorized in this Contract, such expense shall only be reimbursed at the rates in the County Contractor Travel Reimbursement Policy, hereby incorporated by reference and found at: <https://clackamas.us/finance/terms.html>. Travel expense reimbursement is not in excess of the not to exceed consideration.

**5. Contract Documents.** This Contract consists of the following documents which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Exhibits A, B, C, and D.

**6. Contractor Data.**

**Address:** 825 NE 20<sup>th</sup> Avenue Suite 140, Portland, OR 97232

**Contractor Contract Administrator:** Chelsey Wilkman

**Phone No.:** 971-409-2308

**Email:** [Chelsey.Wilkman@pathways.com](mailto:Chelsey.Wilkman@pathways.com)

**MWESB Certification:**  DBE #  MBE #  WBE #  ESB #

Payment information will be reported to the Internal Revenue Service (“IRS”) under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records could subject Contractor to backup withholding.

## ARTICLE II.

1. **ACCESS TO RECORDS.** Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. County and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Such books and records shall be maintained by Contractor for a minimum of three (3) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
2. **AVAILABILITY OF FUNDS.** County certifies that sufficient funds are available and authorized for expenditures to finance costs of this Contract within its current annual appropriation or expenditure limitation for fiscal year 2020. However, continuation of this Contract, or any extension, after the end of the fiscal period in which it is written, or in an amount greater than the amount appropriated for fiscal year 2020, is contingent on a new appropriation sufficient in amount, in the exercise of the County's reasonable administrative discretion, to continue to make payments under this Contract.
3. **CAPTIONS.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
4. **COMPLIANCE WITH APPLICABLE LAW.** Contractor shall comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the Work to be done under this Contract. Contractor specifically agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor shall also comply with the Americans with Disabilities Act of 1990 (Pub. L. No. 101-336), Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws. Contractor further agrees to make payments promptly when due, to all persons supplying to such Contractor, labor or materials for the prosecution of the Work provided in this Contract; pay all contributions or amounts due the Industrial Accident Funds from such Contractor responsibilities incurred in the performance of this Contract; not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished; pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. If Contractor fails or refuses to make any such payments required herein, the appropriate County official may pay such claim. Any payment of a claim in the manner authorized in this section shall not relieve the Contractor or Contractor's surety from obligation with respect to unpaid claims. Contractor shall promptly pay any person or entity that furnishes medical care to Contractor's employees those sums which Contractor agreed to pay for such services and all money Contractor collected or deducted from employee's wages to provide such services.
5. **EXECUTION AND COUNTERPARTS.** This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.
6. **GOVERNING LAW.** This Contract shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or

suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

- 7. HAZARD COMMUNICATION.** Contractor shall notify County prior to using products containing hazardous chemicals to which County employees may be exposed. Products containing hazardous chemicals are those products defined by Oregon Administrative Rules, Chapter 437. Upon County's request, Contractor shall immediately provide Material Safety Data Sheets for the products subject to this provision.
- 8. INDEMNITY, RESPONSIBILITY FOR DAMAGES.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of Work, or from any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify, hold harmless and defend the County, and its officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Contractor or the Contractor's employees, subcontractors, or agents.
- 9. INDEPENDENT CONTRACTOR STATUS.** The service(s) to be rendered under this Contract are those of an independent contractor. Although the County reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work. Contractor is not to be considered an agent or employee of County for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to County employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits; and (C) If the Contractor has the assistance of other persons in the performance of this Contract, and the Contractor is a subject employer, the Contractor shall qualify and remain qualified for the term of this Contract as an insured employer under ORS Chapter 656. (Also see Exhibit C)
- 10. INSURANCE.** Contractor shall provide insurance as indicated on **Exhibit B**, attached hereto and by this reference made a part hereof. Insurance policies, which cannot be excess to a self-insurance program, are to be issued by an insurance company authorized to do business in the State of Oregon.
- 11. LIMITATION OF LIABILITIES.** Except for liability arising under or related to Section 14 or 21(B), neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms. This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.
- 12. NOTICES.** Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, email, or mailing the same, postage prepaid, to the County at: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045, or [procurement@clackamas.us](mailto:procurement@clackamas.us), or to Contractor at the address or number set forth in Section 1 of this Contract, or to such other

addresses or numbers as either party may hereafter indicate. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

- 13. OWNERSHIP OF WORK PRODUCT.** All work product of Contractor that results from this Contract (the “Work Product”) is the exclusive property of County. County and Contractor intend that such Work Product be deemed “work made for hire” of which County shall be deemed the author. If for any reason the Work Product is not deemed “work made for hire,” Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.
- 14. REPRESENTATIONS AND WARRANTIES.** Contractor represents and warrants to County that (A) Contractor has the power and authority to enter into and perform this Contract; (B) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (C) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards; and (D) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.
- 15. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Paragraphs 1, 6, 8, 11, 13, 14, 15, and 21.
- 16. SEVERABILITY.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.
- 17. SUBCONTRACTS AND ASSIGNMENTS.** Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the County. In addition to any provisions the County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this Article II, Paragraphs 1, 8, 13, 15, and 27 as if the subcontractor were the Contractor. County’s consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.
- 18. SUCCESSORS IN INTEREST.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- 19. TAX COMPLIANCE CERTIFICATION.** Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of this Contract. Further, any violation of Contractor’s warranty in this Contract that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle County

to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to: (A) Termination of this Contract, in whole or in part; (B) Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to County's setoff right, without penalty; and (C) Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. County shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance. These remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

The Contractor represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Contract, Contractor has faithfully complied with: (A) All tax laws of this state, including but not limited to ORS 305.620 and ORS Chapters 316, 317, and 318; (B) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any Work performed by Contractor; (C) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and (D) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

**20. TERMINATIONS.** This Contract may be terminated for the following reasons: (A) This Contract may be terminated at any time by mutual consent of the parties, or by the County for convenience upon thirty (30) days' written notice to the Contractor; (B) County may terminate this Contract effective upon delivery of notice to Contractor, or at such later date as may be established by the County, if (i) federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that either the Work under this Contract is prohibited or the County is prohibited from paying for such Work from the planned funding source; or (ii) any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed; (C) This Contract may also be immediately terminated by the County for default (including breach of Contract) if (i) Contractor fails to provide services or materials called for by this Contract within the time specified herein or any extension thereof; or (ii) Contractor fails to perform any of the other provisions of this Contract or so fails to pursue the Work as to endanger performance of this Contract in accordance with its terms, and after receipt of notice from the County, fails to correct such failure within ten (10) business days; or (D) If sufficient funds are not provided in future approved budgets of the County (or from applicable federal, state, or other sources) to permit the County in the exercise of its reasonable administrative discretion to continue this Contract, or if the program for which this Contract was executed is abolished, County may terminate this Contract without further liability by giving Contractor not less than thirty (30) days' notice.

**21. REMEDIES.** (A) In the event of termination pursuant to Article II Section 20(A), (B)(i), or (D), Contractor's sole remedy shall be a claim for the sum designated for accomplishing the Work multiplied by the percentage of Work completed and accepted by the County, less previous amounts paid and any claim(s) which the County has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under Section 21(A), Contractor shall pay any excess to County on demand. (B) In the event of termination pursuant to Sections 20(B)(ii) or 20(C), the County shall have any remedy available to it in law or equity. If it is determined for any reason that Contractor was not in default under Sections 20(B)(ii) or 20(C), the rights and obligations of the parties shall be the same as if the Contract was terminated

pursuant to Section 20(A). (C) Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract, unless County expressly directs otherwise in such notice of termination. Upon termination of this Contract, Contractor shall deliver to County all documents, information, works-in-progress and other property that are or would be deliverables had the Contract Work been completed. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the Work.

- 22. NO THIRD PARTY BENEFICIARIES.** County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
- 23. TIME IS OF THE ESSENCE.** Contractor agrees that time is of the essence in the performance this Contract.
- 24. FOREIGN CONTRACTOR.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.
- 25. FORCE MAJEURE.** Neither County nor Contractor shall be held responsible for delay or default caused by fire, terrorism, riot, acts of God, or war where such cause was beyond, respectively, County's or Contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.
- 26. WAIVER.** The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.
- 27. COMPLIANCE.** Pursuant to the requirements of ORS 279B.020 and 279B.220 through 279B.235 and Article XI, Section 10, of the Oregon Constitution, the following terms and conditions are made a part of this Contract:
- (A) Contractor shall: (i) Make payments promptly, as due, to all persons supplying to the Contractor labor or materials for the prosecution of the Work provided for in this Contract; (ii) Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of this Contract; (iii) Not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished.
- (B) If the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with this Contract as such claim becomes due, the proper officer representing the County may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due to the Contractor by reason of this Contract.
- (C) The Contractor shall pay employees for Work in accordance with ORS 279B.020 and ORS 279B.235, which is incorporated herein by this reference. All subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract and failure to comply is a material breach that entitles County to exercise any rights and remedies available under this Contract including, but not limited to, termination for default.

(D) The Contractor shall promptly, as due, make payment to any person or co-partnership, association or corporation furnishing medical, surgical and hospital care, or other needed care and attention incident to sickness and injury to the employees of the Contractor, of all sums which the Contractor agrees to pay for such services and all moneys and sums which the Contractor collected or deducted from the wages of the Contractor's employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.

**28. CONFIDENTIALITY.** Contractor acknowledges that it and its employees and agents may, in the course of performing their obligations under this Contract, be exposed to or acquire information that the County desires or is required to maintain as confidential. Any and all information of any form obtained by Contractor or its employees or agents in the performance of this Contract, including but not limited to Personal Information (as "Personal Information" is defined in ORS 646A.602(11), shall be deemed to be confidential information of the County ("Confidential Information"). Any reports or other documents or items (including software) which result from the use of the Confidential Information by Contractor shall be treated with respect to confidentiality in the same manner as the Confidential Information.

Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever (other than in the performance of this Contract), and to advise each of its employees and agents of their obligations to keep Confidential Information confidential.

Contractor agrees that, except as directed by the County, Contractor will not at any time during or after the term of this Contract, disclose, directly or indirectly, any Confidential Information to any person, and that upon termination or expiration of this Contract or the County's request, Contractor will turn over to the County all documents, papers, records and other materials in Contractor's possession which embody Confidential Information. Contractor acknowledges that breach of this Contract, including disclosure of any Confidential Information, or disclosure of other information that, at law or in good conscience or equity, ought to remain confidential, will give rise to irreparable injury to the County that cannot adequately be compensated in damages. Accordingly, the County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of the County and are reasonable in scope and content.

Contractor agrees to comply with all reasonable requests by the County to ensure the confidentiality and nondisclosure of the Confidential Information, including if requested and without limitation: (a) obtaining nondisclosure agreements, in a form approved by the County, from each of Contractor's employees and agents who are performing services, and providing copies of such agreements to the County; and (b) performing criminal background checks on each of Contractor's employees and agents who are performing services, and providing a copy of the results to the County.

Contractor shall report, either orally or in writing, to the County any use or disclosure of Confidential Information not authorized by this Contract or in writing by the County, including any reasonable belief that an unauthorized individual has accessed Confidential Information. Contractor shall make the report to the County immediately upon discovery of the unauthorized disclosure, but in no event more than two (2) business days after Contractor reasonably believes there has been such unauthorized use or disclosure. Contractor's report shall identify: (i) the



nature of the unauthorized use or disclosure, (ii) the Confidential Information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. Contractor shall provide such other information, including a written report, as reasonably requested by the County.

Notwithstanding any other provision in this Contract, Contractor will be responsible for all damages, fines, and corrective actions (including credit monitoring and identity restoration services) arising from disclosure of such Confidential Information caused by a data breach or a breach of Contractor's confidentiality obligations hereunder.

The provisions in this Section shall operate in addition to, and not as limitation of, the confidentiality and similar requirements set forth in the rest of the Contract, as it may otherwise be amended. Contractor's obligations under this Contract shall survive the expiration or termination of the Contract, as amended, and shall be perpetual.

- 29. CRIMINAL BACKGROUND CHECK REQUIREMENTS.** Contractor shall be required to have criminal background checks (and in certain instances fingerprint background checks) performed on all employees, agents, or subcontractors that perform services under this Contract including Section 3.3.4 Additional Requirements. Only those employees, agents, or subcontractors that have met the acceptability standards of the County may perform services under this Contract or be given access to Personal Information, Confidential Information or access to County facilities.
- 30. KEY PERSONS.** Contractor acknowledges and agrees that a significant reason the County is entering into this Contract is because of the special qualifications of certain Key Persons set forth in the contract. Under this Contract, the County is engaging the expertise, experience, judgment, and personal attention of such Key Persons. Neither Contractor nor any of the Key Persons shall delegate performance of the management powers and responsibilities each such Key Person is required to provide under this Contract to any other employee or agent of the Contractor unless the County provides prior written consent to such delegation. Contractor shall not reassign or transfer a Key Person to other duties or positions such that the Key Person is no longer available to provide the County with such Key Person's services unless the County provides prior written consent to such reassignment or transfer
- 31. MERGER. THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER REFERENCED THEREIN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, IS AN INDEPENDENT CONTRACTOR, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT, AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.**



**EXHIBIT A**  
**PERSONAL/PROFESSIONAL SERVICES CONTRACT**

Contractor shall provide Short Term Residential Placement Services (“Work”) as detailed in **Exhibit A** and Contractor’s Proposal hereby incorporated by reference as **Exhibit D**.

Work under this contract includes providing services to people who are, as determined by and represented as such County, associated with the Clackamas County Juvenile Department (“Youth”).

The County Contract Administrator for this Contract is: Ed Jones

**3.1. PLACEMENT PROCESS**

Contractor shall accept placement of Youth referred to Contractor by CCJD (“Referred Youth”). Contractor may, at its discretion, decline to accept for placement for a Referred Youth based upon a mutually-agreed upon set of criteria. Contractor shall only accept placement of Youth according to a written process, including County staff with authority to make placement, as provided by County, and as mutually agreeable by County and Contractor.

**3.3. STATEMENT OF WORK**

Contractor shall provide Short-Term Residential Placement located in the Portland Metropolitan region for youth involved with the Clackamas County Juvenile Department. Contractor shall provide stabilization and assessment of youth, and their families, and provide recommendations relative to placement following STRP. These services will also be made available to an identified population of both eligible and ineligible Behavioral Residential Services (“BRS”) youth and undocumented youth. Contractor must provide a safe, structured and supervised environment, exercise a fair and consistent application of boundaries/limits to the youth’s conduct and behavior coupled with predictable rewards for positive behaviors and consequences for rule violations, and provide and support an environment that offers supportive and nurturing relationships as well as being culturally, gender, and sexual orientation responsive to the youth and families’ needs.

**3.3.1. OVERALL PROGRAM GOAL:** Contractor shall utilize the principals of family engagement that are aligned with the Developmental Approach<sup>1</sup> to determine the needs of, and stabilize the behaviors of moderate to severely acting out youth by providing Short-Term Residential Placement (STRP), case management, assessment, and recommendations in an out of home placement of up to ninety (90) days with the goal of family reunification and/or community re-entry Services provided to the youth and families will be voluntary and in the least restrictive level to youth referred by the Clackamas County Juvenile Department. While in STRP, additional programmatic goals include youth attending all court hearings and CCJD appointments, as well as youth not committing new crimes. Provider must demonstrate flexibility to screen youth for STRP at locations/times that are convenient for the family, (e.g. community, home, CCJD, educational institutions), thus considering barriers that may limit the opportunity for the family to be involved in the services provided to the youth and engage with the youth while the youth is in STRP.

**3.3.3. SERVICE COMPONENTS** All service components shall be compliant with current State of Oregon BRS rules and guidelines for the Assessment and Evaluation level of BRS services, relative to programming, living environment, physical care, hygiene, and educational opportunities. The Contractor must transport youth and make any and all arrangements needed to meet any medical or psychiatric

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<sup>1</sup> *Reforming Juvenile Justice: A Development Approach*, [http://www.njjn.org/uploads/digital-library/Reforming\\_JuvJustice\\_NationalAcademySciences.pdf](http://www.njjn.org/uploads/digital-library/Reforming_JuvJustice_NationalAcademySciences.pdf)

emergency. Specific service components, along with the target populations to be served, are listed below, but not limited to, the following:

**1. STABILIZATION OF YOUTH'S BEHAVIOR**

Target population: Youth in need of out-of-home placement due to behaviors that presents risk to the community, the youth, or the youth's family. During the anticipated sixty (60) to ninety (90) day placement period, Contractor shall conduct an assessment of the youth's risk and needs, family dynamics, readiness for treatment, and appropriate community placement options.

Specific service components shall include, but not be limited to the following components, depending on individual youth needs:

- Cognitive, behavioral, and social assessment
- Mental Health coordination
- Individual and group counseling and/or skill building
- Skills training contributing to emotional and behavioral regulation
- Educational Support
- Family engagement and/or support
- Court transportation to and from
- Community inclusion
- Crisis or planned respite
- 24-7 staffing
- Interpreter services
- Written service planning, pursuant to BRS rules, at the youth's initial intake, and at forty-five (45) and ninety (90) day reviews.
- The maximum stay shall not exceed ninety (90) days, unless otherwise specified in writing by a CCJD contract administrator.

**Purpose of services:** Assess the needs of the youth and family and provide recommendations for services that contribute to the successful return of the youth to the community or other appropriate placement. Determine community supports or collaborations with community partners such as schools and treatment resources that could support youth's return home. Gather history of services or placements attempted with youth and family.

**2. ASSESSMENT OF YOUTH NEEDS FOR SUPERVISION, STRUCTURE AND TREATMENT SERVICES**

Target populations: Youth ages 12-17 in need of out-of-home placement due to behavior that presents risk to the youth, the community, or within the youth's home environment.

- Provide a written assessment of youth and family needs
- Assess/Provide or coordinate treatment services for alcohol and other drug dependence
- Assess as needed and/or provide or coordinate psychiatric consultation/evaluation
- Provide trauma informed treatment services
- Medication management
- Case management, including integration and coordination of services
- Provide a written Master Service plan within forty-five (45) days of intake
- Educational enrollment and/or vocational opportunities
- Identify a family liaison to communicate/coordinate intervention planning
- Provide recreation opportunities and access to prosocial activities
- Provide hygienic conditions

- Provide nutritious, culturally appropriate and ample meals
- Provide a de-institutionalized, homelike environment
- Provide opportunity and transportation for community service/restitution earning opportunity
- All youth will receive the service menu identified by the state of Oregon for BRS assessment and evaluation level services within required timelines
- Include parents and/or guardians in the development of the Initial and Master Service Plans, absent compelling circumstances documented and approved in advance by CCJD management

**Purpose of services:** Delivery of assessment, treatment, and rehabilitative services to youth with emotional and behavioral disorders. Services may be provided in the physical location of the placements, in an outpatient clinic setting, in the home and/or community. Focus of services is on improving family and youth functions and reducing the impact of the emotional or behavioral disorder on daily life.

Outpatient services are provided on a short-term basis to address behaviors, achieve stabilization and immediate problem resolution. Mental health evaluations will be completed as needed and billed to medical card to aid the CCJD counselor in determination of need for further out of home placement or creation of service delivery plan upon return to the family home

### 3. **PREPARATION OF YOUTH FOR TRANSITION TO THEIR NEXT LIVING ENVIRONMENT:**

Target population: Youth at risk of further out-of-home residential placements, detention, or youth correctional setting.

- Case Management
- Competency and interpersonal skill development
- Life skill development
- Provide an aftercare/transition plan at least 30 days prior or as close as possible to discharge
- Provide a written discharge summary within 15 business days of discharge. (Including community-based services, education and support plan)
- Family engagement focused on increasing communication and strengthening relationships that contribute to the reunification of the youth with their family
- Facilitate integration and coordination with schools and mental health services
- Assist youth in developing a plan for establishing community connections/engagement upon their return home

**Purpose of services:** Determine, establish and provide a written transition plan that addresses youth's needs and provide recommendation for the youth's return home or to a higher level of care. This plan will be developed and incorporated into the BRS required Master Service Plan and Discharge Summary at the conclusion of a youth's placement in STRP.

### 4. **TARGETED NEEDS WITHIN CERTAIN YOUTH POPULATIONS:**

- Recruit and train staff and/or foster homes to supervise and support youth from the target populations listed below.
- Participate in the development and implementation of safety plans as needed, specific to youth in target populations listed below.

**Target population:**

- Male, female, and non-binary youth charged with criminal allegations of sexual offense(s) who require individualized supervision plans
- Male, female, and non-binary youth charged with criminal allegations who cannot be safely maintained in their homes for a variety of reasons
- Lesbian, gay, bisexual, transgender, queer, questioning, intersex (LGBTQQI) and other sexual orientation and gender identity minority youth
- Male, female, and non-binary undocumented and/or non-BRS qualifying youth
- Male, female, and non-binary youth with specific needs, i.e. fire setting behaviors, serious emotional disturbances, and suicidal ideation.
- Male, female, and non-binary developmentally disabled youth
- Male, female, and non-binary commercially sexually exploited children

**Purpose of services:** Provide STRP to a difficult to place population of youth that need individualized supervision requirements.

**5. CAPACITY AND AVERAGE LENGTH OF STAY**

**Short Term Residential Placement:** The anticipated average daily population is 5 youth.

**3.3.4. ADDITIONAL REQUIREMENTS:**

- 1. General:** All services provided must be in compliance with BRS rules. Non-Qualifying BRS youth will qualify for a Medical Card and will receive appropriate medical and treatment services as recommended by medical professionals.
- 2. Residential Care Requirements:**
  - Residential care must be safe (i.e. contains functioning smoke detectors and fire extinguishers, have a fully stocked and available first aid kit, spills container, and written emergency evacuation procedures), be reasonably clean and meet all applicable residential care codes/regulations.
  - Contractor shall have clear, written policies and procedures concerning security and responses to violations that are in effect 24 hours, seven days per week. Youth shall be briefed on these policies and procedures at the time of orientation.
  - A bed, a clean and comfortable mattress and pillow; a storage compartment or area for storing personal belongings; linens (i.e. sheets, pillowcases, blankets, towels, washcloths); and culturally and gender specific personal hygiene products (i.e. comb, toothbrush, soap, toothpaste, toilet paper and feminine sanitary supplies), when applicable.
  - The Contractor’s private youth care facilities and foster homes are subject to the any and all current and/or future provisions of ORS Chapter 418.205-325, BRS, Title IV-E Foster Care, and Family First Act of 2018, and will be certified through the Department of Human Services (Child Adult and Families) per OAR 413-215-001 to 0131 and OAR 413-215-0301 to 0396.
  - Comply with all applicable Criminal Background Check Rules including OAR 407-007-0200 through 407-007-0380 and OAR 943-007-000 through 943-007-0501, which may be revised on occasion. Pursuant to these rules, the following individuals working under this Contract are subject to a background check through the Background Check Unit serving the Oregon Health Authority:
    - All employees of the Contractor providing care or having access to clients, client information or client funds.

- All volunteers of the Contractor providing care of having access to clients, client information, or client funds.
    - All subcontractors of the Contractor providing care or having access to clients, client information, or client funds.
  - Pursuant to this the Contractor shall provide the County a quarterly list of employees, volunteers and sub-contractors detailing status of employment, contract, and/or volunteer and status of background/fingerprint.
  - All employees, volunteers and subcontractors of the Contractor receiving background checks from OHA are required to report to the County any new arrest, convictions or investigations for child protective services within one (1) business day.
3. Culturally, gender, and sexual orientation responsive services provided shall be culturally, gender and sexual orientation competent and responsive to the youth's cultural heritage and/or identity, gender, and sexual orientation. Competence is defined as the development of behaviors, attitudes and policies that enable the contract agency to deliver service in ways that meet the diverse needs of the youth and their families. In order for the youth to understand and appreciate the desired culture/heritage, gender, and/or sexual orientation, the provider shall schedule activities on an individual or small group basis for the purpose of:
- Teaching youth constructive ways to express and appreciate their own culture/heritage, gender, and/or sexual orientation;
  - Allowing youth to identify and participate in activities that extend beyond their own immediate personal experiences;
  - Helping youth to utilize community resources to advance their cultural, gender identification, and/or sexual orientation awareness and improve their social network;
  - Helping youth to recognize the relationships between various value systems;
  - Increasing awareness and acceptance for the ethnic or cultural, gender identification, and/or sexual orientation differences of others; and
  - Having staff/foster parent available and able to communicate with the youth and family in their preferred language were applicable.
4. **Care for Undocumented Youth:** Undocumented youth will not qualify for a Medical Card, however, the following describes how this circumstance will be managed.
- a) Emergency medical care will be received at a hospital emergency room.
  - b) Routine or regular medical and dental appointments will be provided by the parent or in coordination with the Juvenile Department in advance of the STRP.
  - c) Scheduling for drug and alcohol and/or mental health assessments will be coordinated and approved in advance by the Juvenile Department and the STRP provider at the expense of the parent or Juvenile Department.
5. **Training:** All staff employed by the STRP program shall be in compliance with the BRS training requirements of an initial 28 hours of training upon initial employment relative to topics outlined in the BRS Oregon Administrative Rules (OAR) and 16 hours annually on the topics outlined in the BRS OAR. Additionally each organization is required to provide and document staff participation annually of cultural, gender identification, and/or sexual orientation training to staff/foster.
6. **Incident Reporting:** Verbally report any violation of the youth's court order within 24 hours of the incident. Written notification should be provided to CCJD within 3 business days. For incidents requiring youth to appear in court, written notification should be provided prior to 9am the following business day. Critical incidents, as defined by the BRS OAR, must be reported to

CCJD in the same timelines and same manner as required by the BRS OAR current at the time of the critical incident.

7. **Runaway Notification:** In the event a youth runs from a STRP program, staff with knowledge of the run incident will ensure that immediate notification will be made to the youth's parent, the law enforcement agency who responds to their location and to the Clackamas County Juvenile Assessment and Intake Center. To be in compliance with Title IV-E requirements relative to youth who run away from a foster care placement, this notification must be made without delay.
8. **Pursuant to Title IV-E Requirements:** CCJD will generate a Voluntary Placement Agreement with each youth placed in STRP. STRP provider shall notify the CCJD when the status of each placement changes to ensure accurate utilization dates in the Juvenile Justice Information System (JJIS). New County, State, and/or federal rules regarding Family First or other requirements may be applied to the Contract.
9. **Reporting:** CCJD will establish performance, process and outcome measures as well as data collection strategies relative to the services being provided to youth and families in order to accomplish programmatic and departmental goals listed above. Service provider shall submit specific output measures on a regular basis (monthly, quarterly, and/or semi-annually) to CCJD and will be periodically reviewed with CCJD. Output data may include dosage and frequency of intervention. In addition to any other reports that County may request, Contractor shall submit to County a Quarterly Report within thirty (30) calendar days following the end of each quarter in which Contractor provided Work. The contents and format of this report shall be determined by County, and include information to which Contract has reasonable access. Data in any and all reports requested by County shall be youth-specific. Changes to agreed-upon service or service delivery must be reviewed and approved by the CCJD.
10. **Quarterly/Semi Annual Review:** A quarterly/Semi Annual review will be conducted by CCJD supervisor(s).
11. **Quality Assurance:** Applicants should have existing processes and procedures in place for quality assurance of their program. Applicants should be equipped to accurately monitor and track reliable measures of program implementation and delivery of services. It is expected applicants will also comply with data collection and reporting requirements established by CCJD regarding a variety of quality assurance and evaluation processes. It is also the responsibility of the applicant to respond accordingly to any possible program drift or performance improvement issues identified in an effort to ensure program fidelity and performance.
12. **Quality Improvement:** Contractor shall actively participate in any and all performance and/or quality improvement initiatives undertaken by CCJD (e.g., Standardized Program Evaluation Protocol, Crossover Youth Practice Model, etc.). Contractor agrees to make any and all reasonable efforts to adapt and change services as requested by CCJD, and as a result of the findings of performance and/or quality improvement initiatives. Reasonable changes may be agreed upon in writing by Contractor's authorized representative and the County's Contract Administrator.

### 3.3.5. PAYMENTS AND INVOICES

1. **Consideration Rates:** The County agrees to pay Contractor on a Fixed Fee for Service basis at the current BRS rates. The current BRS rates are as follows:
  - a. **Short-term shelter care Full bed day:** Beginning July 1, 2019 equals \$197.65 per bed day



- b. **Short-term shelter care Partial/Absent:** Beginning July 1, 2019 equals \$98.83 per bed day.
- c. **Foster Parent Payments:** Contractor shall be solely responsible for any and all obligations owed to the foster parent(s) and shall make all payments and reimbursements required to be made to the foster parent(s) in a timely manner.

**At the time that different BRS rates than those listed above become effective during the Term of the Contract, the Consideration Rates under the Contract shall change, without notification or Contract amendment, to match the current BRS rates.**

- 2. **Contractor Billing:** Contractor shall submit an invoice for the previous month's services by the tenth (10) day of the month following the end of service using a format generated or approved by CCJD staff. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Payments shall be made to Contractor following the County's review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and the County will not pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment. The invoice must minimally contain the following information:
  - a. State: Bill to Clackamas County Juvenile Department
  - b. Contractor's name and address
  - c. Contract number
  - d. Invoice number and date
  - e. Dates or periods of service
  - f. A brief description of goods and/or services delivered and the rates charged, i.e. # of day x bed day rate = \$X.XX  
The total invoice amount
- 3. **Payment to Contractor:** The County shall process payment net 30-days after receipt of an invoice and backup spreadsheet, provided that the work described in the invoice has been completed in accordance with the terms and conditions in the Contract. A client roster/spreadsheet must be submitted by the 5th of the month following the end of service month being invoiced. Failure to submit the roster or complete the data requirements as identified in the Contract will delay the processing of the invoice. The roster/spreadsheet must include the following:
  - a. Youth name
  - b. Start Date & Exit Date
  - c. Days in Program
  - d. Status of youth i.e. Home visit, Detention, Runaway
  - e. Total of days for all youth

**EXHIBIT B  
INSURANCE**

During the term of this Contract, Contractor shall maintain in full force at its own expense, each insurance noted below:

**1. Required by County of Contractor with one or more workers, as defined by ORS 656.027.**

**Contractor, its subcontractors, if any, and all employers providing work, labor, or materials under this Contract are subject employers under the Oregon Workers' Compensation Law, and shall either comply with ORS 656.017, which requires said employers to provide workers' compensation coverage that satisfies Oregon law for all their subject workers, or shall comply with the exemption set out in ORS 656.126.**

**2.  Required by County  Not required by County**

**Professional Liability** insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each claim, incident, or occurrence, with an annual aggregate limit of \$2,000,000. This is to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this Contract. The policy must provide extending reporting period coverage for claims made within two years after the contract is completed.

**3.  Required by County  Not required by County**

**General Liability** insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each claim, incident, or occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this Contract.

**4.  Required by County  Not required by County**

**Automobile Liability** insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each accident for Bodily Injury and Property Damage, including coverage for owned, hired, or non-owned vehicles, as applicable.

**5. Physical Abuse and Molestation Liability.  Required by County  Not required by County**

Physical Abuse and Molestation Liability insurance with a combined single limit of not less than \$1,000,000 each claim, incident, or occurrence, with an annual aggregate limit of \$2,000,000. Coverage shall be provided through either general liability or professional liability coverage. Proof of Sex Abuse/Molestation insurance coverage must be provided.

**6. Certificates of Insurance.** Contractor shall furnish evidence of the insurance required in this Contract. The insurance for general liability and automobile liability must include an endorsement naming the County, its officers, elected officials, agents, and employees as additional insureds with respect to the Work under this Contract. Insuring companies or entities are subject to County acceptance. If requested, complete copies of insurance policies, trust agreements, etc. shall be provided to the County. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.

**7. Notice of cancellation or change.** There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to the County at the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or [procurement@clackamas.us](mailto:procurement@clackamas.us).

**EXHIBIT C**  
**CERTIFICATION STATEMENT FOR INDEPENDENT CONTRACTOR**

(Contractor completes if Contractor is not a corporation or is a Professional Corporation)

Contractor certifies he/she is independent as defined in Oregon Revised Statutes 670.600 and meets the following standards that the Contractor is:

1. Free from direction and control, beyond the right of the County to specify the desired result; **AND**
2. Are licensed if licensure is required for the services; **AND**
3. Are responsible for other licenses or certificates necessary to provide the services **AND**
4. Are customarily engaged in an “independently established business.”

To qualify under the law, an “independently established business” must meet three (3) out of the following five (5) criteria. **Check as applicable:**

- \_\_\_\_\_ A. Maintains a business location that is: (a) Separate from the business or work of the County; or (b) that is in a portion of their own residence that is used primarily for business.
- \_\_\_\_\_ B. Bears the risk of loss, shown by factors such as: (a) Entering into fixed price contracts; (b) Being required to correct defective work; (c) Warranting the services provided; or (d) Negotiating indemnification agreements or purchasing liability insurance, performance bonds, or errors and omissions insurance.
- \_\_\_\_\_ C. Provides contracted services for two or more different persons within a 12-month period, or routinely engages in business advertising, solicitation or other marketing efforts reasonably calculated to obtain new contracts to provide similar services.
- \_\_\_\_\_ D. Makes significant investment in the business through means such as: (a) Purchasing tools or equipment necessary to provide the services; (b) Paying for the premises or facilities where the services are provided; or (c) Paying for licenses, certificates or specialized training required to provide the services.
- \_\_\_\_\_ E. Has the authority to hire and fire other persons to provide assistance in performing the services.

Additional provisions:

1. A person who files tax returns with a Schedule F and also performs agricultural services reportable on a Schedule C is not required to meet the independently established business requirements.
2. Establishing a business entity such as a corporation or limited liability company, does not, by itself, establish that the individual providing services will be considered an independent contractor.

Contractor Signature \_\_\_\_\_ Date \_\_\_\_\_

**EXHIBIT D  
CONTRACTOR'S PROPOSAL**



CHRISTINA MCMAHAN  
DIRECTOR

JUVENILE DEPARTMENT

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

**Approval of Personal Services Contract With The Boys and Girls Aid Society of Oregon to provide Short Term Residential Placement Services**

<b>Purpose/ Outcomes</b>	Approval of contract for Short-Term Residential Placements. Outcomes include determining youth needs, stabilizing behaviors, family reunification and/or community re-entry, attending court, and not committing new crimes.
<b>Dollar Amount and Fiscal Impact</b>	Total contract value is not to exceed \$2,750,000 from contract begin date through the June 30, 2025 expiration date. Payments are made on a fee-for-service basis so annual amounts will vary.
<b>Funding Source</b>	260-7707-00-431590
<b>Duration</b>	Effective upon execution through June 30, 2025
<b>Previous Board Action</b>	N/A, Program is replacing expired Shelter Bed Contracts.
<b>Strategic Plan Alignment</b>	1. Provide interventions, compliance monitoring, and restorative services to youth so they can be accountable to victims and the community to repair the harm they have caused. 2. Ensure safe, healthy and secure communities.
<b>Counsel Review</b>	Approved as to Form on June 18, 2019
<b>Contact Person</b>	Ed Jones, EJones@clackamas.us, 503-650-3169

**BACKGROUND:**

The mission of the Clackamas County Juvenile Department is to provide prevention, intervention and juvenile justice services to youth and families so they can experience positive change, repair harm to victims, and become contributing members of our community. We support a system of care that addresses a youth’s risk factors and supports success for that youth by identifying and building upon their strengths, competencies, and natural supports. The Short Term Residential Placement program improves upon the previous Shelter Beds program in helping fulfil this mission and achieve better outcomes for the youth, families and communities it serves.

On March 19, 2019, a Request for Proposals #2019-22 for Juvenile Department Short Term Residential Placements was posted to ORPIN. The County received responses from Maple Star, Inc., the Boys and Girls Aid Society of Oregon, Connections 365, and Parrot Creek Child and Family Services. An evaluation committee of qualified staff and community partners evaluated the proposals per the stated criteria and recommended Maple Star, Inc. and The Boys and Girls Aid Society of Oregon for a contract award. The Department concurred with the committee’s recommendation and notice of intent to

award was issued according to applicable rules and law. The County received no protests, and proceeded to develop and circulate the contracts. Staff is requesting approval of the Contract with Maple Star, Inc. on a separate memo.

County Counsel has reviewed this contract.

**RECOMMENDATION:**

Staff recommends the Board of County Commissioners approve the attached contract with The Boys and Girls Aid Society of Oregon.

Respectfully submitted,

Christina McMahan, Director

Placed on the Agenda of \_\_\_\_\_ by the Procurement Division



**CLACKAMAS COUNTY  
PERSONAL/PROFESSIONAL SERVICES CONTRACT  
Contract # 1534**

This Personal/Professional Services Contract (this “Contract”) is entered into between **The Boys and Girls Aid Society of Oregon** (“Contractor”), and Clackamas County, a political subdivision of the State of Oregon (“County”, “CCJD”, STRP provider, service provider, or like terms) on behalf of its Juvenile Department.

**ARTICLE I.**

**1. Effective Date and Duration.** This Contract shall become effective upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on **June 30, 2025**. However, such expiration shall not extinguish or prejudice the County’s right to enforce this Contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor performance that has not been cured.

**2. Scope of Work.** Contractor will provide the following personal/professional services: (“Work”), further described in **Exhibit A**.

**3. Consideration.** The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed **two million seven-hundred fifty thousand dollars (\$2,750,000)**, for accomplishing the Work required by this Contract. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit A and are contingent upon annual appropriation pursuant to Article II, Section 2 of this Contract.

**4. Travel and Other Expense.** Authorized:  Yes  No  
If travel expense reimbursement is authorized in this Contract, such expense shall only be reimbursed at the rates in the County Contractor Travel Reimbursement Policy, hereby incorporated by reference and found at: <https://clackamas.us/finance/terms.html>. Travel expense reimbursement is not in excess of the net to exceed consideration.

**5. Contract Documents.** This Contract consists of the following documents which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Exhibits A, B, C, and D.

**6. Contractor Data.**

**Address:** 9320 SW Barbur Boulevard Suite 200, Portland, OR 97219

**Contractor Contract Administrator:** Vera Stoullil

**Phone No.:** 503-542-2309

**Email:** [vtoullil@boysandgirlsaid.org](mailto:vtoullil@boysandgirlsaid.org)

**MWESB Certification:**  DBE #  MBE #  WBE #  ESB #

Payment information will be reported to the Internal Revenue Service (“IRS”) under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records could subject Contractor to backup withholding.

**ARTICLE II.**

- 1. ACCESS TO RECORDS.** Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. County and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Such books and records shall be maintained by Contractor for a minimum of three (3) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
- 2. AVAILABILITY OF FUNDS.** County certifies that sufficient funds are available and authorized for expenditures to finance costs of this Contract within its current annual appropriation or expenditure limitation for fiscal year 2020. However, continuation of this Contract, or any extension, after the end of the fiscal period in which it is written, or in an amount greater than the amount appropriated for fiscal year 2020, is contingent on a new appropriation sufficient in amount, in the exercise of the County's reasonable administrative discretion, to continue to make payments under this Contract.
- 3. CAPTIONS.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
- 4. COMPLIANCE WITH APPLICABLE LAW.** Contractor shall comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the Work to be done under this Contract. Contractor specifically agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor shall also comply with the Americans with Disabilities Act of 1990 (Pub. L. No. 101-336), Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws. Contractor further agrees to make payments promptly when due, to all persons supplying to such Contractor, labor or materials for the prosecution of the Work provided in this Contract; pay all contributions or amounts due the Industrial Accident Funds from such Contractor responsibilities incurred in the performance of this Contract; not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished; pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. If Contractor fails or refuses to make any such payments required herein, the appropriate County official may pay such claim. Any payment of a claim in the manner authorized in this section shall not relieve the Contractor or Contractor's surety from obligation with respect to unpaid claims. Contractor shall promptly pay any person or entity that furnishes medical care to Contractor's employees those sums which Contractor agreed to pay for such services and all money Contractor collected or deducted from employee's wages to provide such services.
- 5. EXECUTION AND COUNTERPARTS.** This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.
- 6. GOVERNING LAW.** This Contract shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or



suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

- 7. HAZARD COMMUNICATION.** Contractor shall notify County prior to using products containing hazardous chemicals to which County employees may be exposed. Products containing hazardous chemicals are those products defined by Oregon Administrative Rules, Chapter 437. Upon County's request, Contractor shall immediately provide Material Safety Data Sheets for the products subject to this provision.
- 8. INDEMNITY, RESPONSIBILITY FOR DAMAGES.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of Work, or from any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify, hold harmless and defend the County, and its officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Contractor or the Contractor's employees, subcontractors, or agents.
- 9. INDEPENDENT CONTRACTOR STATUS.** The service(s) to be rendered under this Contract are those of an independent contractor. Although the County reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work. Contractor is not to be considered an agent or employee of County for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to County employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits; and (C) If the Contractor has the assistance of other persons in the performance of this Contract, and the Contractor is a subject employer, the Contractor shall qualify and remain qualified for the term of this Contract as an insured employer under ORS Chapter 656. (Also see Exhibit C)
- 10. INSURANCE.** Contractor shall provide insurance as indicated on **Exhibit B**, attached hereto and by this reference made a part hereof. Insurance policies, which cannot be excess to a self-insurance program, are to be issued by an insurance company authorized to do business in the State of Oregon.
- 11. LIMITATION OF LIABILITIES.** Except for liability arising under or related to Section 14 or 21(B), neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms. This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.
- 12. NOTICES.** Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, email, or mailing the same, postage prepaid, to the County at: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045, or [procurement@clackamas.us](mailto:procurement@clackamas.us), or to Contractor at the address or number set forth in Section 1 of this Contract, or to such other

addresses or numbers as either party may hereafter indicate. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

- 13. OWNERSHIP OF WORK PRODUCT.** All work product of Contractor that results from this Contract (the “Work Product”) is the exclusive property of County. County and Contractor intend that such Work Product be deemed “work made for hire” of which County shall be deemed the author. If for any reason the Work Product is not deemed “work made for hire,” Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.
- 14. REPRESENTATIONS AND WARRANTIES.** Contractor represents and warrants to County that (A) Contractor has the power and authority to enter into and perform this Contract; (B) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (C) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards; and (D) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.
- 15. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Paragraphs 1, 6, 8, 11, 13, 14, 15, and 21.
- 16. SEVERABILITY.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.
- 17. SUBCONTRACTS AND ASSIGNMENTS.** Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the County. In addition to any provisions the County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this Article II, Paragraphs 1, 8, 13, 15, and 27 as if the subcontractor were the Contractor. County’s consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.
- 18. SUCCESSORS IN INTEREST.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- 19. TAX COMPLIANCE CERTIFICATION.** Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of this Contract. Further, any violation of Contractor’s warranty in this Contract that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle County

to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to: (A) Termination of this Contract, in whole or in part; (B) Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to County's setoff right, without penalty; and (C) Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. County shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance. These remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

The Contractor represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Contract, Contractor has faithfully complied with: (A) All tax laws of this state, including but not limited to ORS 305.620 and ORS Chapters 316, 317, and 318; (B) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any Work performed by Contractor; (C) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and (D) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

**20. TERMINATIONS.** This Contract may be terminated for the following reasons: (A) This Contract may be terminated at any time by mutual consent of the parties, or by the County for convenience upon thirty (30) days' written notice to the Contractor; (B) County may terminate this Contract effective upon delivery of notice to Contractor, or at such later date as may be established by the County, if (i) federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that either the Work under this Contract is prohibited or the County is prohibited from paying for such Work from the planned funding source; or (ii) any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed; (C) This Contract may also be immediately terminated by the County for default (including breach of Contract) if (i) Contractor fails to provide services or materials called for by this Contract within the time specified herein or any extension thereof; or (ii) Contractor fails to perform any of the other provisions of this Contract or so fails to pursue the Work as to endanger performance of this Contract in accordance with its terms, and after receipt of notice from the County, fails to correct such failure within ten (10) business days; or (D) If sufficient funds are not provided in future approved budgets of the County (or from applicable federal, state, or other sources) to permit the County in the exercise of its reasonable administrative discretion to continue this Contract, or if the program for which this Contract was executed is abolished, County may terminate this Contract without further liability by giving Contractor not less than thirty (30) days' notice.

**21. REMEDIES.** (A) In the event of termination pursuant to Article II Section 20(A), (B)(i), or (D), Contractor's sole remedy shall be a claim for the sum designated for accomplishing the Work multiplied by the percentage of Work completed and accepted by the County, less previous amounts paid and any claim(s) which the County has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under Section 21(A), Contractor shall pay any excess to County on demand. (B) In the event of termination pursuant to Sections 20(B)(ii) or 20(C), the County shall have any remedy available to it in law or equity. If it is determined for any reason that Contractor was not in default under Sections 20(B)(ii) or 20(C), the rights and obligations of the parties shall be the same as if the Contract was terminated

pursuant to Section 20(A). (C) Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract, unless County expressly directs otherwise in such notice of termination. Upon termination of this Contract, Contractor shall deliver to County all documents, information, works-in-progress and other property that are or would be deliverables had the Contract Work been completed. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the Work.

- 22. NO THIRD PARTY BENEFICIARIES.** County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
- 23. TIME IS OF THE ESSENCE.** Contractor agrees that time is of the essence in the performance this Contract.
- 24. FOREIGN CONTRACTOR.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.
- 25. FORCE MAJEURE.** Neither County nor Contractor shall be held responsible for delay or default caused by fire, terrorism, riot, acts of God, or war where such cause was beyond, respectively, County's or Contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.
- 26. WAIVER.** The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.
- 27. COMPLIANCE.** Pursuant to the requirements of ORS 279B.020 and 279B.220 through 279B.235 and Article XI, Section 10, of the Oregon Constitution, the following terms and conditions are made a part of this Contract:
- (A) Contractor shall: (i) Make payments promptly, as due, to all persons supplying to the Contractor labor or materials for the prosecution of the Work provided for in this Contract; (ii) Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of this Contract; (iii) Not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished.
- (B) If the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with this Contract as such claim becomes due, the proper officer representing the County may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due to the Contractor by reason of this Contract.
- (C) The Contractor shall pay employees for Work in accordance with ORS 279B.020 and ORS 279B.235, which is incorporated herein by this reference. All subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract and failure to comply is a material breach that entitles County to exercise any rights and remedies available under this Contract including, but not limited to, termination for default.

(D) The Contractor shall promptly, as due, make payment to any person or co-partnership, association or corporation furnishing medical, surgical and hospital care, or other needed care and attention incident to sickness and injury to the employees of the Contractor, of all sums which the Contractor agrees to pay for such services and all moneys and sums which the Contractor collected or deducted from the wages of the Contractor's employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.

**28. CONFIDENTIALITY.** Contractor acknowledges that it and its employees and agents may, in the course of performing their obligations under this Contract, be exposed to or acquire information that the County desires or is required to maintain as confidential. Any and all information of any form obtained by Contractor or its employees or agents in the performance of this Contract, including but not limited to Personal Information (as "Personal Information" is defined in ORS 646A.602(11), shall be deemed to be confidential information of the County ("Confidential Information"). Any reports or other documents or items (including software) which result from the use of the Confidential Information by Contractor shall be treated with respect to confidentiality in the same manner as the Confidential Information.

Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever (other than in the performance of this Contract), and to advise each of its employees and agents of their obligations to keep Confidential Information confidential.

Contractor agrees that, except as directed by the County, Contractor will not at any time during or after the term of this Contract, disclose, directly or indirectly, any Confidential Information to any person, and that upon termination or expiration of this Contract or the County's request, Contractor will turn over to the County all documents, papers, records and other materials in Contractor's possession which embody Confidential Information. Contractor acknowledges that breach of this Contract, including disclosure of any Confidential Information, or disclosure of other information that, at law or in good conscience or equity, ought to remain confidential, will give rise to irreparable injury to the County that cannot adequately be compensated in damages. Accordingly, the County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of the County and are reasonable in scope and content.

Contractor agrees to comply with all reasonable requests by the County to ensure the confidentiality and nondisclosure of the Confidential Information, including if requested and without limitation: (a) obtaining nondisclosure agreements, in a form approved by the County, from each of Contractor's employees and agents who are performing services, and providing copies of such agreements to the County; and (b) performing criminal background checks on each of Contractor's employees and agents who are performing services, and providing a copy of the results to the County.

Contractor shall report, either orally or in writing, to the County any use or disclosure of Confidential Information not authorized by this Contract or in writing by the County, including any reasonable belief that an unauthorized individual has accessed Confidential Information. Contractor shall make the report to the County immediately upon discovery of the unauthorized disclosure, but in no event more than two (2) business days after Contractor reasonably believes there has been such unauthorized use or disclosure. Contractor's report shall identify: (i) the

nature of the unauthorized use or disclosure, (ii) the Confidential Information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. Contractor shall provide such other information, including a written report, as reasonably requested by the County.

Notwithstanding any other provision in this Contract, Contractor will be responsible for all damages, fines, and corrective actions (including credit monitoring and identity restoration services) arising from disclosure of such Confidential Information caused by a data breach or a breach of Contractor's confidentiality obligations hereunder.

The provisions in this Section shall operate in addition to, and not as limitation of, the confidentiality and similar requirements set forth in the rest of the Contract, as it may otherwise be amended. Contractor's obligations under this Contract shall survive the expiration or termination of the Contract, as amended, and shall be perpetual.

- 29. CRIMINAL BACKGROUND CHECK REQUIREMENTS.** Contractor shall be required to have criminal background checks (and in certain instances fingerprint background checks) performed on all employees, agents, or subcontractors that perform services under this Contract including Section 3.3.4 Additional Requirements. Only those employees, agents, or subcontractors that have met the acceptability standards of the County may perform services under this Contract or be given access to Personal Information, Confidential Information or access to County facilities.
- 30. KEY PERSONS.** Contractor acknowledges and agrees that a significant reason the County is entering into this Contract is because of the special qualifications of certain Key Persons set forth in the contract. Under this Contract, the County is engaging the expertise, experience, judgment, and personal attention of such Key Persons. Neither Contractor nor any of the Key Persons shall delegate performance of the management powers and responsibilities each such Key Person is required to provide under this Contract to any other employee or agent of the Contractor unless the County provides prior written consent to such delegation. Contractor shall not reassign or transfer a Key Person to other duties or positions such that the Key Person is no longer available to provide the County with such Key Person's services unless the County provides prior written consent to such reassignment or transfer
- 31. MERGER. THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER REFERENCED THEREIN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, IS AN INDEPENDENT CONTRACTOR, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT, AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.**

By their signatures below, the parties to this Contract agree to the terms, conditions, and content expressed herein.

The Boys and Girls Aid Society of Oregon

Clackamas County Board of Commissioners

Vera Stoull

Authorized Signature Date

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

Vera Stoull / COO  
Name / Title (Printed)

Approved as to Form:

000535-12  
Oregon Business Registry #

lsj 06/19/2019  
County Counsel Date

DNP / Oregon  
Entity Type / State of Formation

\_\_\_\_\_  
Recording Secretary

**EXHIBIT A**  
**PERSONAL/PROFESSIONAL SERVICES CONTRACT**

Contractor shall provide Short Term Residential Placement Services (“Work”) as detailed in **Exhibit A**, and Contractor’s Proposal hereby incorporated by reference as **Exhibit D**.

Work under this contract includes providing services to people who are, as determined by and represented as such County, associated with the Clackamas County Juvenile Department (“Youth”).

The County Contract Administrator for this Contract is: Ed Jones

**3.1. PLACEMENT PROCESS**

Contractor shall accept placement of Youth referred to Contractor by CCJD (“Referred Youth”). Contractor may, at its discretion, decline to accept for placement for a Referred Youth based upon a mutually-agreed upon set of criteria. Contractor shall only accept placement of Youth according to a written process, including County staff with authority to make placement, as provided by County, and as mutually agreeable by County and Contractor.

**3.3. STATEMENT OF WORK**

Contractor shall provide Short-Term Residential Placement located in the Portland Metropolitan region for youth involved with the Clackamas County Juvenile Department. Contractor shall provide stabilization and assessment of youth, and their families, and provide recommendations relative to placement following STRP. These services will also be made available to an identified population of both eligible and ineligible Behavioral Residential Services (“BRS”) youth and undocumented youth. Contractor must provide a safe, structured and supervised environment, exercise a fair and consistent application of boundaries/limits to the youth’s conduct and behavior coupled with predictable rewards for positive behaviors and consequences for rule violations, and provide and support an environment that offers supportive and nurturing relationships as well as being culturally, gender, and sexual orientation responsive to the youth and families’ needs.

**3.3.1. OVERALL PROGRAM GOAL:** Contractor shall utilize the principals of family engagement that are aligned with the Developmental Approach<sup>1</sup> to determine the needs of, and stabilize the behaviors of moderate to severely acting out youth by providing Short-Term Residential Placement (STRP), case management, assessment, and recommendations in an out of home placement of up to ninety (90) days with the goal of family reunification and/or community re-entry Services provided to the youth and families will be voluntary and in the least restrictive level to youth referred by the Clackamas County Juvenile Department. While in STRP, additional programmatic goals include youth attending all court hearings and CCJD appointments, as well as youth not committing new crimes. Provider must demonstrate flexibility to screen youth for STRP at locations/times that are convenient for the family, (e.g. community, home, CCJD, educational institutions), thus considering barriers that may limit the opportunity for the family to be involved in the services provided to the youth and engage with the youth while the youth is in STRP.

**3.3.3. SERVICE COMPONENTS** All service components shall be compliant with current State of Oregon BRS rules and guidelines for the Assessment and Evaluation level of BRS services, relative to programming, living environment, physical care, hygiene, and educational opportunities. The Contractor

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<sup>1</sup> *Reforming Juvenile Justice: A Development Approach*, [http://www.njjn.org/uploads/digital-library/Reforming\\_JuvJustice\\_NationalAcademySciences.pdf](http://www.njjn.org/uploads/digital-library/Reforming_JuvJustice_NationalAcademySciences.pdf)



must transport youth and make any and all arrangements needed to meet any medical or psychiatric emergency. Specific service components, along with the target populations to be served, are listed below, but not limited to, the following:

**1. STABILIZATION OF YOUTH'S BEHAVIOR**

Target population: Youth in need of out-of-home placement due to behaviors that presents risk to the community, the youth, or the youth's family. During the anticipated sixty (60) to ninety (90) day placement period, Contractor shall conduct an assessment of the youth's risk and needs, family dynamics, readiness for treatment, and appropriate community placement options.

Specific service components shall include, but not be limited to the following components, depending on individual youth needs:

- Cognitive, behavioral, and social assessment
- Mental Health coordination
- Individual and group counseling and/or skill building
- Skills training contributing to emotional and behavioral regulation
- Educational Support
- Family engagement and/or support
- Court transportation to and from
- Community inclusion
- Crisis or planned respite
- 24-7 staffing
- Interpreter services
- Written service planning, pursuant to BRS rules, at the youth's initial intake, and at forty-five (45) and ninety (90) day reviews.
- The maximum stay shall not exceed ninety (90) days, unless otherwise specified in writing by a CCJD contract administrator.

**Purpose of services:** Assess the needs of the youth and family and provide recommendations for services that contribute to the successful return of the youth to the community or other appropriate placement. Determine community supports or collaborations with community partners such as schools and treatment resources that could support youth's return home. Gather history of services or placements attempted with youth and family.

**2. ASSESSMENT OF YOUTH NEEDS FOR SUPERVISION, STRUCTURE AND TREATMENT SERVICES**

Target populations: Youth ages 12-17 in need of out-of-home placement due to behavior that presents risk to the youth, the community, or within the youth's home environment.

- Provide a written assessment of youth and family needs
- Assess/Provide or coordinate treatment services for alcohol and other drug dependence
- Assess as needed and/or provide or coordinate psychiatric consultation/evaluation
- Provide trauma informed treatment services
- Medication management
- Case management, including integration and coordination of services
- Provide a written Master Service plan within forty-five (45) days of intake
- Educational enrollment and/or vocational opportunities
- Identify a family liaison to communicate/coordinate intervention planning
- Provide recreation opportunities and access to prosocial activities

- Provide hygienic conditions
- Provide nutritious, culturally appropriate and ample meals
- Provide a de-institutionalized, homelike environment
- Provide opportunity and transportation for community service/restitution earning opportunity
- All youth will receive the service menu identified by the state of Oregon for BRS assessment and evaluation level services within required timelines
- Include parents and/or guardians in the development of the Initial and Master Service Plans, absent compelling circumstances documented and approved in advance by CCJD management

**Purpose of services:** Delivery of assessment, treatment, and rehabilitative services to youth with emotional and behavioral disorders. Services may be provided in the physical location of the placements, in an outpatient clinic setting, in the home and/or community. Focus of services is on improving family and youth functions and reducing the impact of the emotional or behavioral disorder on daily life.

Outpatient services are provided on a short-term basis to address behaviors, achieve stabilization and immediate problem resolution. Mental health evaluations will be completed as needed and billed to medical card to aid the CCJD counselor in determination of need for further out of home placement or creation of service delivery plan upon return to the family home

### **3. PREPARATION OF YOUTH FOR TRANSITION TO THEIR NEXT LIVING ENVIRONMENT:**

Target population: Youth at risk of further out-of-home residential placements, detention, or youth correctional setting.

- Case Management
- Competency and interpersonal skill development
- Life skill development
- Provide an aftercare/transition plan at least 30 days prior or as close as possible to discharge
- Provide a written discharge summary within 15 business days of discharge. (Including community-based services, education and support plan)
- Family engagement focused on increasing communication and strengthening relationships that contribute to the reunification of the youth with their family
- Facilitate integration and coordination with schools and mental health services
- Assist youth in developing a plan for establishing community connections/engagement upon their return home

**Purpose of services:** Determine, establish and provide a written transition plan that addresses youth's needs and provide recommendation for the youth's return home or to a higher level of care. This plan will be developed and incorporated into the BRS required Master Service Plan and Discharge Summary at the conclusion of a youth's placement in STRP.

### **4. TARGETED NEEDS WITHIN CERTAIN YOUTH POPULATIONS:**

- Recruit and train staff and/or foster homes to supervise and support youth from the target populations listed below.
- Participate in the development and implementation of safety plans as needed, specific to youth in target populations listed below.

**Target population:**

- Male, female, and non-binary youth charged with criminal allegations of sexual offense(s) who require individualized supervision plans
- Male, female, and non-binary youth charged with criminal allegations who cannot be safely maintained in their homes for a variety of reasons
- Lesbian, gay, bisexual, transgender, queer, questioning, intersex (LGBTQQI) and other sexual orientation and gender identity minority youth
- Male, female, and non-binary undocumented and/or non-BRS qualifying youth
- Male, female, and non-binary youth with specific needs, i.e. fire setting behaviors, serious emotional disturbances, and suicidal ideation.
- Male, female, and non-binary developmentally disabled youth
- Male, female, and non-binary commercially sexually exploited children

**Purpose of services:** Provide STRP to a difficult to place population of youth that need individualized supervision requirements.

**5. CAPACITY AND AVERAGE LENGTH OF STAY**

**Short Term Residential Placement:** The anticipated average daily population is 5 youth.

**3.3.4. ADDITIONAL REQUIREMENTS:**

- 1. General:** All services provided must be in compliance with BRS rules. Non-Qualifying BRS youth will qualify for a Medical Card and will receive appropriate medical and treatment services as recommended by medical professionals.
- 2. Residential Care Requirements:**
  - Residential care must be safe (i.e. contains functioning smoke detectors and fire extinguishers, have a fully stocked and available first aid kit, spills container, and written emergency evacuation procedures), be reasonably clean and meet all applicable residential care codes/regulations.
  - Contractor shall have clear, written policies and procedures concerning security and responses to violations that are in effect 24 hours, seven days per week. Youth shall be briefed on these policies and procedures at the time of orientation.
  - A bed, a clean and comfortable mattress and pillow; a storage compartment or area for storing personal belongings; linens (i.e. sheets, pillowcases, blankets, towels, washcloths); and culturally and gender specific personal hygiene products (i.e. comb, toothbrush, soap, toothpaste, toilet paper and feminine sanitary supplies), when applicable.
  - The Contractor’s private youth care facilities and foster homes are subject to the any and all current and/or future provisions of ORS Chapter 418.205-325, BRS, Title IV-E Foster Care, and Family First Act of 2018, and will be certified through the Department of Human Services (Child Adult and Families) per OAR 413-215-001 to 0131 and OAR 413-215-0301 to 0396.
  - Comply with all applicable Criminal Background Check Rules including OAR 407-007-0200 through 407-007-0380 and OAR 943-007-000 through 943-007-0501, which may be revised on occasion. Pursuant to these rules, the following individuals working under this Contract are subject to a background check through the Background Check Unit serving the Oregon Health Authority:
    - All employees of the Contractor providing care or having access to clients, client information or client funds.

- All volunteers of the Contractor providing care of having access to clients, client information, or client funds.
    - All subcontractors of the Contractor providing care or having access to clients, client information, or client funds.
  - Pursuant to this the Contractor shall provide the County a quarterly list of employees, volunteers and sub-contractors detailing status of employment, contract, and/or volunteer and status of background/fingerprint.
    - All employees, volunteers and subcontractors of the Contractor receiving background checks from OHA are required to report to the County any new arrest, convictions or investigations for child protective services within one (1) business day.
- 3. Culturally, gender, and sexual orientation responsive services provided shall be culturally, gender and sexual orientation competent and responsive to the youth's cultural heritage and/or identity, gender, and sexual orientation. Competence is defined as the development of behaviors, attitudes and policies that enable the contract agency to deliver service in ways that meet the diverse needs of the youth and their families. In order for the youth to understand and appreciate the desired culture/heritage, gender, and/or sexual orientation, the provider shall schedule activities on an individual or small group basis for the purpose of:**
- Teaching youth constructive ways to express and appreciate their own culture/heritage, gender, and/or sexual orientation;
  - Allowing youth to identify and participate in activities that extend beyond their own immediate personal experiences;
  - Helping youth to utilize community resources to advance their cultural, gender identification, and/or sexual orientation awareness and improve their social network;
  - Helping youth to recognize the relationships between various value systems;
  - Increasing awareness and acceptance for the ethnic or cultural, gender identification, and/or sexual orientation differences of others; and
  - Having staff/foster parent available and able to communicate with the youth and family in their preferred language were applicable.
- 4. Care for Undocumented Youth:** Undocumented youth will not qualify for a Medical Card, however, the following describes how this circumstance will be managed.
- a) Emergency medical care will be received at a hospital emergency room.
  - b) Routine or regular medical and dental appointments will be provided by the parent or in coordination with the Juvenile Department in advance of the STRP.
  - c) Scheduling for drug and alcohol and/or mental health assessments will be coordinated and approved in advance by the Juvenile Department and the STRP provider at the expense of the parent or Juvenile Department.
- 5. Training:** All staff employed by the STRP program shall be in compliance with the BRS training requirements of an initial 28 hours of training upon initial employment relative to topics outlined in the BRS Oregon Administrative Rules (OAR) and 16 hours annually on the topics outlined in the BRS OAR. Additionally each organization is required to provide and document staff participation annually of cultural, gender identification, and/or sexual orientation training to staff/foster.
- 6. Incident Reporting:** Verbally report any violation of the youth's court order within 24 hours of the incident. Written notification should be provided to CCJD within 3 business days. For incidents requiring youth to appear in court, written notification should be provided prior to 9am the following business day. Critical incidents, as defined by the BRS OAR, must be reported to

CCJD in the same timelines and same manner as required by the BRS OAR current at the time of the critical incident.

- 7. Runaway Notification:** In the event a youth runs from a STRP program, staff with knowledge of the run incident will ensure that immediate notification will be made to the youth's parent, the law enforcement agency who responds to their location and to the Clackamas County Juvenile Assessment and Intake Center. To be in compliance with Title IV-E requirements relative to youth who run away from a foster care placement, this notification must be made without delay.
- 8. Pursuant to Title IV-E Requirements:** CCJD will generate a Voluntary Placement Agreement with each youth placed in STRP. STRP provider shall notify the CCJD when the status of each placement changes to ensure accurate utilization dates in the Juvenile Justice Information System (JJIS). New County, State, and/or federal rules regarding Family First or other requirements may be applied to the Contract.
- 9. Reporting:** CCJD will establish performance, process and outcome measures as well as data collection strategies relative to the services being provided to youth and families in order to accomplish programmatic and departmental goals listed above. Service provider shall submit specific output measures on a regular basis (monthly, quarterly, and/or semi-annually) to CCJD and will be periodically reviewed with CCJD. Output data may include dosage and frequency of intervention. In addition to any other reports that County may request, Contractor shall submit to County a Quarterly Report within thirty (30) calendar days following the end of each quarter in which Contractor provided Work. The contents and format of this report shall be determined by County, and include information to which Contract has reasonable access. Data in any and all reports requested by County shall be youth-specific. Changes to agreed-upon service or service delivery must be reviewed and approved by the CCJD.
- 10. Quarterly/Semi Annual Review:** A quarterly/Semi Annual review will be conducted by CCJD supervisor(s).
- 11. Quality Assurance:** Applicants should have existing processes and procedures in place for quality assurance of their program. Applicants should be equipped to accurately monitor and track reliable measures of program implementation and delivery of services. It is expected applicants will also comply with data collection and reporting requirements established by CCJD regarding a variety of quality assurance and evaluation processes. It is also the responsibility of the applicant to respond accordingly to any possible program drift or performance improvement issues identified in an effort to ensure program fidelity and performance.
- 12. Quality Improvement:** Contractor shall actively participate in any and all performance and/or quality improvement initiatives undertaken by CCJD (e.g., Standardized Program Evaluation Protocol, Crossover Youth Practice Model, etc.). Contractor agrees to make any and all reasonable efforts to adapt and change services as requested by CCJD, and as a result of the findings of performance and/or quality improvement initiatives. Reasonable changes may be agreed upon in writing by Contractor's authorized representative and the County's Contract Administrator.

### **3.3.5. PAYMENTS AND INVOICES**

- 1. Consideration Rates:** The County agrees to pay Contractor on a Fixed Fee for Service basis at the current BRS rates. The current BRS rates are as follows:
  - a. Short-term shelter care Full bed day:** Beginning July 1, 2019 equals \$197.65 per bed day

- b. **Short-term shelter care Partial/Absent:** Beginning July 1, 2019 equals \$98.83 per bed day.
- c. **Foster Parent Payments:** Contractor shall be solely responsible for any and all obligations owed to the foster parent(s) and shall make all payments and reimbursements required to be made to the foster parent(s) in a timely manner.

**At the time that different BRS rates than those listed above become effective during the Term of the Contract, the Consideration Rates under the Contract shall change, without notification or Contract amendment, to match the current BRS rates.**

- 2. **Contractor Billing:** Contractor shall submit an invoice for the previous month's services by the tenth (10) day of the month following the end of service using a format generated or approved by CCJD staff. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Payments shall be made to Contractor following the County's review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and the County will not pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment. The invoice must minimally contain the following information:
  - a. State: Bill to Clackamas County Juvenile Department
  - b. Contractor's name and address
  - c. Contract number
  - d. Invoice number and date
  - e. Dates or periods of service
  - f. A brief description of goods and/or services delivered and the rates charged, i.e. # of day x bed day rate = \$X.XX  
The total invoice amount
- 3. **Payment to Contractor:** The County shall process payment net 30-days after receipt of an invoice and backup spreadsheet, provided that the work described in the invoice has been completed in accordance with the terms and conditions in the Contract. A client roster/spreadsheet must be submitted by the 5th of the month following the end of service month being invoiced. Failure to submit the roster or complete the data requirements as identified in the Contract will delay the processing of the invoice. The roster/spreadsheet must include the following:
  - a. Youth name
  - b. Start Date & Exit Date
  - c. Days in Program
  - d. Status of youth i.e. Home visit, Detention, Runaway
  - e. Total of days for all youth

**EXHIBIT B  
INSURANCE**

During the term of this Contract, Contractor shall maintain in full force at its own expense, each insurance noted below:

**1. Required by County of Contractor with one or more workers, as defined by ORS 656.027.**

**Contractor, its subcontractors, if any, and all employers providing work, labor, or materials under this Contract are subject employers under the Oregon Workers' Compensation Law, and shall either comply with ORS 656.017, which requires said employers to provide workers' compensation coverage that satisfies Oregon law for all their subject workers, or shall comply with the exemption set out in ORS 656.126.**

**2.  Required by County  Not required by County**

**Professional Liability** insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each claim, incident, or occurrence, with an annual aggregate limit of \$2,000,000. This is to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this Contract. The policy must provide extending reporting period coverage for claims made within two years after the contract is completed.

**3.  Required by County  Not required by County**

**General Liability** insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each claim, incident, or occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this Contract.

**4.  Required by County  Not required by County**

**Automobile Liability** insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each accident for Bodily Injury and Property Damage, including coverage for owned, hired, or non-owned vehicles, as applicable.

**5. Physical Abuse and Molestation Liability.  Required by County  Not required by County**

Physical Abuse and Molestation Liability insurance with a combined single limit of not less than \$1,000,000 each claim, incident, or occurrence, with an annual aggregate limit of \$2,000,000. Coverage shall be provided through either general liability or professional liability coverage. Proof of Sex Abuse/Molestation insurance coverage must be provided.

**6. Certificates of Insurance.** Contractor shall furnish evidence of the insurance required in this Contract. The insurance for general liability and automobile liability must include an endorsement naming the County, its officers, elected officials, agents, and employees as additional insureds with respect to the Work under this Contract. Insuring companies or entities are subject to County acceptance. If requested, complete copies of insurance policies, trust agreements, etc. shall be provided to the County. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.

**7. Notice of cancellation or change.** There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to the County at the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or [procurement@clackamas.us](mailto:procurement@clackamas.us).

**EXHIBIT C**  
**CERTIFICATION STATEMENT FOR INDEPENDENT CONTRACTOR**

(Contractor completes if Contractor is not a corporation or is a Professional Corporation)

Contractor certifies he/she is independent as defined in Oregon Revised Statutes 670.600 and meets the following standards that the Contractor is:

1. Free from direction and control, beyond the right of the County to specify the desired result; **AND**
2. Are licensed if licensure is required for the services; **AND**
3. Are responsible for other licenses or certificates necessary to provide the services **AND**
4. Are customarily engaged in an “independently established business.”

To qualify under the law, an “independently established business” must meet three (3) out of the following five (5) criteria. **Check as applicable:**

- \_\_\_\_\_ A. Maintains a business location that is: (a) Separate from the business or work of the County; or (b) that is in a portion of their own residence that is used primarily for business.
- \_\_\_\_\_ B. Bears the risk of loss, shown by factors such as: (a) Entering into fixed price contracts; (b) Being required to correct defective work; (c) Warranting the services provided; or (d) Negotiating indemnification agreements or purchasing liability insurance, performance bonds, or errors and omissions insurance.
- \_\_\_\_\_ C. Provides contracted services for two or more different persons within a 12-month period, or routinely engages in business advertising, solicitation or other marketing efforts reasonably calculated to obtain new contracts to provide similar services.
- \_\_\_\_\_ D. Makes significant investment in the business through means such as: (a) Purchasing tools or equipment necessary to provide the services; (b) Paying for the premises or facilities where the services are provided; or (c) Paying for licenses, certificates or specialized training required to provide the services.
- \_\_\_\_\_ E. Has the authority to hire and fire other persons to provide assistance in performing the services.

Additional provisions:

1. A person who files tax returns with a Schedule F and also performs agricultural services reportable on a Schedule C is not required to meet the independently established business requirements.
2. Establishing a business entity such as a corporation or limited liability company, does not, by itself, establish that the individual providing services will be considered an independent contractor.

Contractor Signature \_\_\_\_\_ Date \_\_\_\_\_



**EXHIBIT D**  
**CONTRACTOR'S PROPOSAL**

**Email:** Attn George Marlton, procurement@clackamas.us

**5.1.1** Request for Proposals #2019-22 for Juvenile Department Short Term Residential Placement.

**5.2.1 Service Delivery (0-35 Points):**

Describe how you will deliver STRP services, supply specific details on the following:

- a) **How you will meet the overall program goal: "To determine the needs of and stabilize the behaviors of severely acting out youth by providing STRP, case management and assessment in a 60 to 90 day out of home placement. These services to the youth and families will be voluntary and in the least restrictive level to youth referred by the Clackamas County Juvenile Department."**

The case manager is responsible managing the client's case to include assessment, service planning, meeting facilitation, care coordination, evaluation and advocacy for options, and services to meet client and family needs. This is done through communication and available resources to promote client safety, wellness and permanency.

**Assessment & Service Planning:** Clients and families have the right to be informed and involved in the planning of care. Every effort is made to include family members in service planning with the consent of youth 14 years and older, when appropriate to the client's circumstances. In cases where family contact or involvement is appropriate, parents are to retain as much parental responsibility as possible and are informed of the child or youth's on-going progress or any change in services. Clients have the right to refuse to participate in services and treatment at any point during service delivery and are not coerced into participation. Service Plans are developed by the case manager with input from the client, families and case workers.

To determine the needs of youth we administer assessments at various stages in placement.

- **MAYSI:** A screening used upon admissions for imminent mental health needs that may require immediate intervention such as a safety plan.
- **Initial Service Plans (ISP):** ISP's are developed within two business days of the client's admission into the program and identify services to occur within the first 45 days in care. ISP's are individualized, developmentally appropriate and based on a thorough assessment of the client's referral. ISP's include a plan to address specific behaviors identified in the referral. It will also outline a plan for behavioral management needs greater than normal and a plan to address any specific non-behavioral needs identified in the referral.
- **Permanency Assessment:** The Permanency Assessment assesses strength of relationships and readiness for permanency.
- **Casey Life Skills** This tool assesses the life skills needed for their well-being, confidence and safety as they navigate high school, postsecondary education, employment and other life milestones.

- **CANS - Trauma Assessment:** This is an open domain tool used for evaluation, case planning and services delivery. It is completed 45 days post placement and informs the CNA.
- **Comprehensive Needs Assessment (CNA):** CNA's are completed 45 days post placement by the case manager and informed by the referral, observations from the first 45 days in care, assessments, individual sessions with the client and information obtained from the family and case worker. Assessments completed by the program to inform the CNA include Permanency Assessment, Child and Adolescents Needs and Strengths (CANS) and the Ansell-Casey Life Skills. The CNA is a thorough assessment that includes historical information, current functioning (debilitating behavior) from the first 45 days in care and the youth's needs to reach desired functioning. The client's case manager will assess the clients current functioning against the desired functioning to find the need. The CNA informs the development of the Master Service Plan goals which are developed at the 45-day mark.
- **Master Service Plan Reviews:** MSP reviews are completed every 90 days post MSP implementation. Case Managers summarize progress on each service plan domain and assess progress, regression and completion of objectives. Case managers also assess any new information since MSP implementation or the last review to inform any new services or service plan goals that should be added. MSP reviews also include progress on the behavioral management system, updates to the supervision plan, progress on any individualized plans, revisions to the visitation plan, and a summary of IR's since admission. Case Managers schedule MSP review meetings with the client's treatment team at a time and location that works for all parties in order to review the client's progress and any new services or goals.

The foundation of all our work with youth is our Core Service Principles (CSP). Our CSP's are the foundation of the change process and the responsibility of all caretakers. Though our CSP's we can build healthy connections and stabilize behaviors. Our CSP's focus on building healthy connections by creating a safe and secure environment. At the root this looks like a physically and emotionally safe space to build the foundation of healthy connection. We do this by having predictability, consistency, calmness, kindness along with established boundaries and clear limit setting.

Once we have established safety and security we can begin to attune with youth. Attunement is based on focused attention and empathy; it is our ability to be fully present here and now with them. Once a youth can attune to us, we can calm them down and co-regulate. Co-regulation is an emotional state in which our youth can learn from adults and peers. Once they have built this skill, we can provide them advice and strategies to calm themselves down. It is only at co-regulation that people can start to experience reciprocity and healthy intimacy. However, co-regulation is not a steady state. Our youth will need to frequently come back to our foundation of safety and security as they encounter new experiences or re-experience some aspect of a previous traumatic experience. At any moment of dysregulation, as caregivers, we return to the foundation of safety and security.

Through co-regulation, youth can learn how to self-regulate, so they can build skills to help them be successful. For positive and permanent change to occur, the youth in our care must first learn how to regulate through trusting others and building healthy connections. To do this work all caregivers are responsible for implementing our CSP's:

### **Basic Needs Are Met**

- Be dependable
- Meet basic & cultural needs
- Be warm and kind
- Encourage me
- Listen
- Believe in me

### **Presence & Awareness Matter**

- Be approachable, accessible & accountable
- Hold me accountable
- Expect my best
- Challenge me to grow
- Reflect on my mistakes and help me learn

### **Relationships Impact & Change Behavior**

- Promote and model health relationships
- Support evolving relationships
- Identify and foster lifelong connections
- Set Boundaries, put in place limits that keep me on track
- Empower and build my confidence
- Advocate and defend me when I need it

### **Share Power & Choice**

- Respect me, take me seriously and treat me fairly
- Effectively communicate and define expectations
- Involve me in decisions that affect me
- Work with me to solve problems and reach goals
- Create opportunities for me to take action and lead

### **Decisions & Actions Influence Growth**

- Create safe spaces for reflection and feedback
- Inspire me to see possibilities for my future
- Expose me to new ideas, experiences and places
- Cultivate healthy connections to help me develop and thrive

Once youth are regulated, they can hear and process adult feedback. Youth must be able to regulate before they can do the “Cognitive Work”, which requires higher level

thinking. Once we have established a safe relationship with youth, we can begin the cognitive work to develop lagging skills. The goal of this work is to create a collaborative partnership and engage youth in solving problems that affect their lives. Most often youth with trauma are motivated and know what is expected of them but lack the skills due to deficits. Chronic and severe behavior is the product of lagging cognitive skills that interfere with a youth's ability to comply with adult expectations.

In order to meet adult expectations, a youth must have an adequately developed set of cognitive skills. These allow them to accurately comprehend and interpret the expectations, flexibly respond to different expectations in different situations, consider a range of responses, predict consequences of each of those responses, express their needs or difficulties in meeting expectations, and tolerate frustration in the face of unexpected results. Youth who are not successful in complying with expectations have one or more skill deficits in the following areas: flexibility, social perception, executive functioning, language processing, or emotion regulation. Thus, our caregiver intervention at this stage focuses on improving these skills, rather than on increasing the motivation to comply. Youth need to be in relationship, feel safe and be in a calm state in order to develop these skill deficits. These skills are developed through a collaborative problem-solving process in natural settings. They are also developed through individual skill building sessions, group skill building and individual assignments. When skills improve, behaviors decrease, and youth can access complex thoughts to solve problems.

**b) How you will meet the requirements for each of the service components**

Program services vary based on individual client needs. Some services are only available when deemed necessary based on a Comprehensive Needs Assessment and Individual Service Plans. All services are provided in a reliable and understandable manner that meets the needs of youth and families. Program services include:

- Structured Programming
- Behavioral Management
- Educational Services & Academic Assistance
- Medical, Dental and Optical Care Coordination
- Vocational Support & Independent Living Skills Training
- Enrichment, Recreational & Cultural Activities
- Religious & Spiritual Practices
- Case Management
- Assessment & Service Planning
- Behavioral Rehabilitation Service Interventions
- Intensive Permanency Services
- Culturally Specific Services
- Referral to Individual & Family Therapy, Psychiatric Consultation
- Substance Abuse Treatment
- Referral to Psychological Services
- Family Engagement, Coaching & Visits
- Transportation

- 24/7 Support
- Relief Care

**Structured Programming:** The program offers structured programming in which everyday events and interactions are therapeutically designed for the purpose of enhancing social skills and building confidence. Academics are woven into the daily routine using an integrative and interactive approach that incorporates learning styles and areas of interest. The milieu, programming or "life space," provides a safe environment that is rich with social opportunities and immediate feedback from caring staff. The milieu is not static but flexible and features normalizing and developmental perspectives that use common structures familiar to youth such as daily routines, consistent rules and planned activities. The milieu is planned in such a way that it is constantly supporting, guiding and reinforcing the youth's ability to learn life tools, such as problem solving and coping skills, while at the same time offering a safe place for these skills to be practiced and integrated into the client's repertoire of strategies. It takes into consideration the perspective of the youth as well as the perspective of others in the community. One of our primary goals is to teach youth how to function adaptively both socially and emotionally in their world without changing "who" they are. They learn new skills that help them to better understand themselves and their relationships.

**Behavioral Management:** Over the last few years, Boys & Girls Aid has been implementing the Collaborative Problem Solving Model for behavior management across all programs. The model supports the view that clients "do well if they can." If they can't, we, as caregivers, need to understand what is getting in their way so that we can help. The model effectively identifies what thinking skills a client is lacking and teaches these thinking skills through a collaborative process. This collaborative process helps adult caregivers pursue expectations, reduce challenging behavior, teach thinking skills and gather information with an empathetic rather than punitive stance. The model seeks to enhancing skills in areas such as Language & Communication, Attention & Working Memory, Emotion & Self-Regulation, Cognitive Flexibility and Social Thinking. There are three ways we intervene using the CPS model when managing behaviors:

- Plan A: Plan A is used when adults pursue an expectation by imposing their will. The adult has decided that this is a nonnegotiable situation and that this instruction must be followed.
- Plan B: Plan B is used when the adult attempts to solve the problem collaboratively with the client. Implementation of Plan B consists of three components: 1. Information Gathering 2. Concerns 3. Brainstorm Solutions
- Plan C: Plan C is used when the adult chooses to withdraw the expectation, at least for a short time, in order to decrease externalizing behavior. This approach can be useful in stabilizing the situation while prioritizing other problems.

We believe Plan B is the most effective way to solve problems and teach skills. When managing a behavior, always intervene in the least intrusive manner. Staff and Foster Parents may also use the following when intervening:

- **Reminders:** Reminders of expectations can be helpful. Gentle reminders may stop the behavior temporarily until a Collaborative Problem Solving conversation can happen.
- **Setting Limits:** We can set limits using Plan A or Plan B. The best way to set limits is to work collaboratively with clients to ensure that adult concerns, where limits need to be set, and client concerns, that explain why they are having trouble meeting adult expectations - are both satisfactorily addressed. At times, we need to impose adult will to maintain the safety of clients. When clients exhibit unsafe behaviors towards themselves or others it's important for them to know that the adults in their life care enough to keep them safe. We do this by increasing supervision and restricting unsupervised time in the community as an added safety measure. These added measures should only be put in place until a Collaborative Problem Solving Conversation can be had with the client's treatment team in order to assess the client and make a plan to increase safety and unsupervised time again.
- **Consequences:** Natural consequences allow client to face the natural consequence of their decision without applying one to teach a lesson. Formal Consequences are only used if they are effective in teaching a client a basic lesson about right from wrong and for incentive to behave adaptively thus they are only used when they will be effective. Most clients we work with are already familiar with the basic lessons of right from wrong as well as motivated to behave adaptively, they just lack the skills necessary to do so.

**Educational Services & Academic Assistance:** Clients have a right to participate in their educational planning and have access to free an appropriate education. All clients will attend a DART School, alternative school or their home school if deemed appropriate. Some youth will attend a GED program in the event of severe credit deficiency and deemed appropriate. All youth will receive academic assistance as needed. All transportation is provided by program staff or the school district.

**Vocational Support & Independent Living Skills Training:** All youth 13 years or older complete the Ansell-Casey Life Skills Assessment as part of the development of the Comprehensive Needs Assessment (CNA) to determine vocational and independent living interest and functioning. For younger youth assessing prevocational skills may be relevant. For example; time concepts and the understanding of being on time, following simple spoken and or written directions, problem solving, reasoning, task completion, safety etc. A summary of the results of the Ansel Casey Life Skills Assessment is outlined in the CNA which will inform the development of the Master Service Plan (MSP) goals. Counselors will work with youth through individual and group skills training sessions to teach skills related to vocation and independent living.

**Extracurricular, Recreational, & Cultural Activities:** The program also regularly schedules Extracurricular, Recreational, & Cultural Activities. Participation in recreational and cultural activities is an important piece of the service process. Not only do recreational activities and outings provide physical exercise and entertainment they are integral in allowing clients to make connections in the community. Clients

also need exposure to cultural activities both to celebrate and explore their own cultures and to be exposed to other cultures. Clients will be given the opportunity to engage in activities that are consistent with their ethnic and cultural heritage. Clients will participate in recreation daily. On a weekly basis recreation and cultural activities will be community based. These recreational and cultural activities can include: accessing the public library, hiking, working out, swimming, bowling, basketball, golfing, film festivals, theaters, attending cultural events, yoga, disk golf, cooking, performing arts, visiting landmarks or historic sites, visual art gallery, festivals, volunteering, art projects, etc. In order to promote normalcy and improve wellbeing for children and youth in care the agency uses the Reasonable Parent Prudent Standard when making decisions around participation in extracurricular, recreational and cultural activities. This standard helps us make sensible parenting decisions that maintain the health, safety and best interest of the child or youth. Application of this standard considers age, maturity, developmental level, inherent risk of harm and best interest of child or youth when making decisions on participation in extracurricular, recreational, and cultural activities. The program may limit access to such activities due to safety reason, however, every effort will be made to reinstate access as soon as safely possible.

**Religious & Spiritual Practices:** Boys & Girls Aid believes in recognizing, encouraging and supporting clients' religious or spiritual beliefs. Clients are asked at intake about religious preference and desire to attend religious/spiritual services. When a client chooses to participate in religious/spiritual activities, every effort will be made to allow them to do so. Foster parents and staff may transport the client if the family is unable to or attempt to arrange transportation through agency resources. Clients will not be required to participate in religious/spiritual activities and program staff are prohibited from proselytizing to clients.

**Case Management:** The case manager is responsible for managing the client's case to include assessment, service planning, meeting facilitation, care coordination, evaluation and advocacy for options and services to meet client and family needs through communication and available resources to promote client safety, wellness and permanency.

**Assessment & Service Planning:** Clients and families have the right to be informed and involved in the planning of care. Every effort is made to include family members in service planning with the consent of youth 14 years and older, when appropriate to the client's circumstances. In cases where family contact or involvement is appropriate, parents are to retain as much parental responsibility as possible and are informed of the youth's on-going progress or any change in services. Clients have the right to refuse to participate in services and treatment at any point during service delivery and should not be coerced into participation. Service Plans are developed by the case manager with input from the client, families and juvenile court counselors.

- Initial Service Plans (ISP): ISP's are developed within two business days of the client's admission into the program and identify services to occur within the first 45 days in care. ISP's are individualized, developmentally appropriate and based on a thorough assessment of the client's referral. ISP's includes a plan to



addressed specific behaviors identified in the referral to include the intervention that will be used. It will also outline a plan for behavioral management needs greater than normal and a plan to address any specific non-behavioral needs identified in the referral.

- Comprehensive Needs Assessment (CNA): CNA's are completed 45 days post placement by the youth's case manager and informed by the referral, observations, assessments and interviews. Assessments completed by the program to inform the CNA include the Child and Adolescents Needs and Strengths (CANS) and the Ansell-Casey Life Skills. The CNA is a thorough assessment that includes historical information, current functioning (debilitating behavior) from the first 45 days in care and the youth's needs to reach desired functioning. The client's case manager will assess the clients current functioning against the desired functioning to find the need. The CNA should inform the development of the master service plan goals.
- Master Service Plan (MSP): MSP's are developed 45 days post placement. MSP's are individualized, developmentally appropriate and based on the needs identified in the CNA. MSP domains are addressed when a need is indicated on the CNA expect for the Permanency & Transition domain which is always addressed. Needs that do not fall under a service domain will still be addressed in the MSP. Goals will not be developed for needs being addressed by outside providers, however, they will be included in the MSP under service coordination. MSP's contain the following domains: Family/Culture, Identity/Religion, Legal/Behavioral, Mental Health/Substance Use, Physical/Medical Health, Social/Life Skills, Education/Vocation and Permanency/Transition. Goals should identify behavioral criteria for evaluating the achievement of goals, be measurable and attainable within a specified time frame, include the person responsible for implementing the service, identify the intervention that will be used to include the behavioral management system employed by the program, show how progress will be tracked, and clearly stated completion criteria. Completion criteria is defined by the progress in acquiring pro-social behaviors, attitudes, and beliefs while in the program, and not engaging in behavior that seriously jeopardizes the safety of staff and other program participants. Additionally, the MSP should clearly outline any behavioral management needs that are greater than normal for the program such as an individualized safety plan, supervision plans, and visitation plans.
- Master Service Plan Reviews: MSP reviews are completed every 90 days post MSP implementation. Case Managers summarize progress on each service plan domain and assess progress, regression and completion of objective. Case managers also assess any new information since MSP implementation or the last review to inform any new services or service plan goals that should be added. MSP reviews also include progress on the behavioral management system, updates to the supervision plan, progress on any individualized plans, revisions to the visitation plan, and a summary of IR's since admission. Case Managers schedule MSP review meetings with the client's treatment team at a time and location that works for all parties in order to review the client's progress and any new services or goals. ISP goals are reviewed at this time.

- Aftercare & Transition Plan (ATP): ATP's are developed by the case manager 10-30 days prior to the planned transition. The treatment team including the client, family, and juvenile court counselor are invited to participate in the development of the ATP and the transition plan meeting. The ATP outlines how the client will successfully transition out of the program, specifically addressing the 90 days post discharge in the following domains: Summary of Services, Individual Needs & Unmet Goals, Aftercare Services & Supports, Next School/Vocation Placement, Crisis Response Plan, Medications, Appointments, Rules of the Home.
- Discharge Instructions: The Discharge Instructions are completed by the client's case manager and should be sent with the client upon exit as well as submitted to the client's juvenile court counselor. The Discharge Instructions should include a summary in the following domains: Current Needs, Current Medications, Instructions, & Prescriber, Current Service Providers & Contact Info, School, Medical, Dental, Vision, Mental Health Services, Drug and Alcohol, Outstanding Appointments and Other Follow-up Info.
- Discharge Summary: The Discharge Summary is completed and submitted to the client's juvenile court counselor 15 days post planned or actual discharge by the case manager. The discharge summary must include a summary in the following domains: Summary of Placement & Response to Services, Results of Assessments & Recommendations, Aftercare Plan, Condition & Prognosis.

**Behavioral Rehabilitation Service (BRS) Interventions:** BRS Interventions are Medicaid approved, funded and designed for children & youth with debilitating psychosocial, emotional and behavioral disorders. They are determined to be medically appropriate for each child or youth and assist in restoring or developing appropriate functioning at a developmentally appropriate level. They remediate a child or youth's specific dysfunctions in accordance with the service plan. Specifically, BRS interventions are skill building services and include the following types:

- Crisis Counseling: Crisis Counseling is provided on a 24-hour basis in order to stabilize the client's behavior until the problem can be resolved or assessed and treated by a qualified mental health professional or licensed medical practitioner.
- Individual & Group Counseling: Individual & Group Counseling sessions are planned or unplanned. They are designed to remediate problem behaviors identified in the client's service plan and are not curriculum based.
- Parent Training: Case Managers provide planned activities or interventions to the client's family or identified aftercare resource family. Parent training is designed to assist the family in identifying the specific needs of the client, to support the client's efforts to change, and to improve and strengthen parenting knowledge or skills indicated in the service plan as being necessary for to return home or to another community living resource.
- Individual & Group Skills Training: Individual & Group Skills Training provides the client with planned, curriculum-based individual or group sessions designed to improve specific areas of functioning in the client's daily living as

identified in the service plan. Skills Training may be designed to develop appropriate social and emotional behaviors, improve peer and family relationships, improve self-care, encourage conflict resolution, reduce aggression, improve anger control, and reduce or eliminate impulse and conduct disorders.

The following is a list of group skill building curriculums integrated in the program based on need.

- **Power Source:** This is a group that teaches the power of positive thinking and how to take charge of your life by making healthy choices to remain clean/sober and live a crime free lifestyle. We discuss various "life topics" such as emotional skill building, social skill, or managing finances.
- **BAM:** Youth learn about the research that underlines the BAM's approach, practice the adventure-based activities and strategic storytelling methods used in BAM groups. Groups are focused on practice examples and activities to help youth deal with the difficulties that arise from limited relational abilities in an increasingly relational world.
- **CORE:** This group follows a progression in analyzing important life skills for youth becoming adults. Topics include emotional intelligence, leading to general hygiene and overall health, as well as financial planning, career searching, and collegiate research.
- **Seeking Safety:** Seeking Safety is a curriculum-based group facilitated for youth with co-occurring disorders and a history of trauma. Youth will learn to decrease self-harming behaviors and increase positive coping skills.
- **Sensory:** Sensory Connection Curriculum for Self-Regulation teaches self-regulation skills through the use of sensory strategies and social engagement. The ten-session skill building program, based on evolving neurological research, uses the mnemonic "Pause-Connect-Engage" as a way to short circuit. Impeding crisis situations and to facilitate the use of our higher-level stress response system. Group members "tune into" physical and emotional responses and learn to make adjustments for comfort and function. They explore sensory preferences, identify helpful strategies for times of emotional upset, and they learn to weave this information into plans for stress management and healthy living.
- **The Council:** The Council for boys and young men promotes a healthy passage through pre-teen and adolescent years. It's a strengths-based group approach that promotes boys' and young men's safe and healthy passage through pre-teen and adolescent years. In this structured environment, boys and young men gain the vital opportunity to address masculine definitions and behaviors and build their capacities to find their innate value and create good lives - individually and collectively!
- **Academic Study:** This is a time we set aside for individual quiet study. Use this to time to advance in treatment work or homework. Other uses would be to read, write, or draw. Staff will offer individual assistance during this time.
- **Pathways:** This is a substance abuse group based on the Pathways to Self-Discovery and Change Curriculum. The CBT based group works to targets the addiction cycle, criminal conduct, and relapse prevention.

- **S.E.L.F.:** This curriculum addresses the fundamental problems surrounding exposure to violence without needing to focus on specific individual events within a group setting. Trauma recovery begins with psychoeducation. Educating people about the impact of overwhelming life experience helps to get everyone “on the same page” with a shared and coherent organizing framework that does not stigmatize the injured person but instead allows a much closer and empathic understanding between client and caregiver.
- **A.R.T.:** Program techniques are designed to teach youths how to control their angry impulses and take perspectives other than their own. The main goal is to reduce aggression and violence among youths by providing them with opportunities to learn pro-social skills in place of aggressive behavior.
- **Mood Management:** Teaches youth how to deal with their emotions by understanding what triggers their thoughts, behaviors, feelings, and physical responses that create conflict. Through a comprehensive seven-step program, this process demonstrates how to resolve self-conflict and create and maintain behavior change.
- **Girls Circle:** Girls Circle integrates relational theory, resiliency practices, and skills training in a specific format designed to increase positive connection, personal and collective strengths, and competence in girls. It aims to counteract social and interpersonal forces that impede girls’ growth and development by promoting an emotionally safe setting and structure within which girls can develop caring relationships and use authentic voices. The girls express themselves further through creative or focused activities such as role playing, journaling, poetry, drama, dance, drawing, collage, clay, and so on. Gender specific themes and topics are introduced which relate to the girls’ lives, such as being a girl, trusting ourselves, friendships, body image, goals, sexuality, drugs, alcohol, tobacco, competition, and decision-making.
- **Girls in Real Life Situations:** This unique group counseling curriculum provides over 90 activities divided into twelve session themes: Who Am I? Body Image, Choices, Communication, Emotions, Friendships, Relationships, Self-Esteem, Stress, Reaching Out, Tough Times, and Who I Am! During group lessons, girls are encouraged to share feelings and struggles as they openly discuss important issues in a safe and supportive environment. They are given the opportunity to feel empowered, gain self-awareness, develop coping strategies, improve problem-solving skills, understand that they are not alone, and learn to make healthy decisions.
- **Race & Racism:** A multicultural society, the United States is rich with the stories of the diverse groups that make up this country. As a deeply racialized society, stained by structural racism, not all stories however are equally acknowledged, affirmed or valued. Many stories survive through tenacious resistance in the face of a status quo that marginalizes, and often silences, their telling thus diminishing their truths. This curriculum asks youth to consider what we lose when stories of and by diverse groups are concealed or lost, and what we gain as a society when we listen to and learn from the multitude of stories available for our consideration. The curriculum also invites youth to tell their own stories and through telling identify the challenges they face in a racialized society and articulate their visions for a future that offers inclusion, equity and justice to all of the diverse people who make up our society. The curriculum examines four story types about race and racism in the United

States. These are: stock stories, concealed stories, resistance stories, and counter stories.

- **Healthy Choices, Healthy Relationships:** Healthy Choices introduces youth to the foundations of forming strong, satisfying relationships. In 11 lessons, they examine how peers, family, and media influence expectations about love and life. They discuss appropriate friendship and dating behaviors, identify and prepare for potential problems, explore the nature of mature interpersonal behavior, practice decision-making and problem solving, and learn other life skills necessary for overall wellness. A recurring theme is the importance to teens of making informed choices about their relationships, their goals, and the way they live their lives. A variety of lively activities challenge them to consider, evaluate and personalize messages from the lessons.
- **Overcoming Adversity & Building Resilience:** Research has shown that when young people learn to overcome the effects of trauma and toxic stress, they can actually heal their brains. The Mind Matters curriculum increases teen and young adults' ability to self-regulate, self-soothe, and more fully participate in other skill-building. In 12 one-hour lessons that can be delivered in shorter blocks, the course help youth cultivate simple practices that can heal their brains, their health, and their lives.

**Intensive Permanency Services:** While in the program all youth work on permanency readiness curriculum with their case manager. This curriculum includes two components: 1) The completion of three tasks, Clarifying Life Events, Integrating Family Memberships, and Actualizing Belonging into a Permanent Family. 2) Answering five conceptual questions: Who am I? What happened to me? Where am I going? How will I get there? and When will I know I belong? To do this work youth will complete Clarification, Integration and Actualization activities with their Case Manager. Some of these activities will become part of their Life Story Project. Their Life Story is where they will capture activities as well as tell their story. The Life Story Project is a way for them to recount, understand and integrate memories, reconcile losses, celebrate strengths and successes as well as explore a path forward. On a very basic level it's a way to integrate past into the present in order to move into the future.

**Culturally Specific Services:** Culturally specific services uplift the voices and experiences of those who, because of oppression, have been unheard or overlooked for far too long. We know many communities are unserved, underserved, and inadequately served. Because of the pervasive nature of racism, colonialism, white supremacy and xenophobia in the United States, as well as barriers that result from global cultural contexts, culturally specific services have historically been grounded in and grown from communities marginalized along racial, ethnic, immigrant, refugee or linguistic lines. Although an individual's definition of who they are culturally is complex, multi-layered and cannot be assumed by others, for the purposes of defining culturally specific services we define a cultural community as a group of people united by shared experience of oppression and cultural resilience, on the basis of such identities as race, ethnicity, language, immigration or refugee status, gender identity/expression, sexual orientation, ability, blindness, deaf/hard of hearing, religion, tribal sovereignty, or other marginalized identity. The programs strive to

design interventions that are culturally grounded with ongoing guidance from clients and families in that community. The cultural community's lived experiences, core cultural constructs, and needs, as defined by people from that community, help inform service planning, service coordination, enrichment, recreational and cultural experiences, as well as decision-making. Services and materials should also be provided in an accessible format in the primary language of the client and the clients family.

**Referrals:** The case manager is responsible for ensuring all client needs are addressed including identified needs not addressed by the program whereby referrals to outside providers are necessary. The case manager will make referrals for the following services: Individual & Family Therapy, Psychiatric Consultation, Substance Abuse Treatment and Psychological Services. The case manager is also responsible for maintaining on-going communication with referring community agencies and tracking progress on identified needs.

**Family Engagement, Coaching & Visits:** The program encourages maintaining ties with family members and the involvement of families in the client's treatment. Family members are a central resource in the treatment planning process and should be an integral part of the treatment team. Research overwhelmingly shows that when families take an active part in treatment decisions, client outcomes are better. Families bring a knowledge of and relationship with the client that is unique and can bring significant help in determining the best course of action. Families are invited to attend the screening, intake meeting, and all service planning and review meetings. If the parents/guardians are unable to attend the intake meeting, the client's case manager will contact the parents by phone within the first 48 hours of placement to provide them with the Client & Family Handbook, seek input on the clients Initial Service Plan (ISP) and answer any questions. Families are encouraged to provide input in the development of the Master Service Plan (MSP) goals, developed 45 days post placement. Upon development of the MSP case managers will reach out to families to seek their input. Families will also be invited to each service plan review meeting which will be scheduled at a time and location that meets the family's needs.

Visits with families may occur at the program or in the family home if approved by the juvenile court counselor. Prior to the first visit families should meet with the case manager to review service plan goals for visits and visit expectations. Case managers will maintain frequent contact with families to provide updates on progress, seek historical knowledge and input into service plan goals, gather feedback from visits and provide encouragement through parent coaching to meet service plan goals. The frequency of overnight visits in the family home is based on the individual needs of the client and family but generally occur on the weekends and do not exceed 8 nights per month. Individual service plans will outline the visitation plan with input from the juvenile court counselor, family, and client. Visits will not be withheld as a form of punishment but can be limited due to safety concerns. Any deviation from the approved visitation plan documented in the service plan requires prior written approval from the juvenile court counselor. When a scheduled home visit may not be appropriate based on the client's behavior (i.e. suicidal ideation, aggression, threats), it

will be discussed with the parent/guardian and the juvenile court counselor. Visits are typically based on building the relationship between the client and their parent/guardian and practicing skills in preparation for transition. When a client has a family friend or other care taker involved in their life and this person serves as a positive role model and support to the client's treatment, they too can be approved for visits with the juvenile court counselor approval. The visitation plan must be approved by the client's juvenile court counselor and outlined in the service plan prior to implementation.

**Transportation:** The program is responsible for transporting clients to school, to the extent not provided by the school district; medical, dental, and therapeutic appointments, to the extent not provided through the Oregon Health Plan; recreational and community activities; places of employment; court hearings and shopping for incidental items. The program will share the cost of transportation for client visits equally with the client's parent/guardian. All staff and foster parents are responsible for operating vehicles in a safe, courteous, and considerate manner; reporting accidents or incidents immediately as per the Agency's Safe Driving Policy. Clients are typically transported in agency vehicles, employee's personal vehicle or the foster parent's personal vehicle.

**24/7 Support:** Boys & Girls Aid provides support for foster parents and for youth in care 24/7. If families or foster parents have questions, or want additional support, they can either reach the youth's case manager during regular business hours or access our Night/Weekend support services after hours, on weekends and on holidays. Night/Weekend staff are trained to handle crisis situations during the non-business hours. Parents, juvenile court counselors, detention, program staff and foster families have ongoing access to this built-in support system. Having this afterhours line not only allows us to place youth at all hours of the night, but it also is an internal system designed to maintain youth who are demonstrating challenging behaviors and may be at risk of ending up back in detention. At all hours of the day and night, there is a skilled counselor and a supervisor on call who are prepared to support those working directly with the youth. At times this may mean a counselor provides on-site support. Additionally, may need moved from the foster home in order to prevent any conflict from escalating until the case manager can address it with the youth and their treatment team. Youth's parents can also call the afterhours support line in order to reach their youth if there is something that needs to be communicated to them. Additionally, if youth are on a visit with their families and it is not going well or may potentially become unsafe, our foster homes are ready and willing to be a backup resource if a visit needs to end early. Our skilled counselor may also offer assistance to the family. If home is the aftercare plan for a youth, it is important for them to have overnight visits prior to that transition, but it is also important to provide a back-up plan in case something does not go well. Our afterhours support hotline accomplishes this goal.

**Respite:** Respite care is provided for Boys & Girls Aid foster homes so that foster parents can have a break. It is an important factor in preventing burnout and is essential for retention. Since most of our programs require 24-hour supervision,

respite care provides crucial time away for foster parents to rest and rejuvenate. Respite care is provided only by Boys & Girls Aid certified foster care providers, who maintain the same required training and certification standards of those providing fulltime caregiving. Each family may accrue 1 day of respite for every 15 days of care provided during the billing period with a maximum accrual of 2 days per billing period.

**1. How will you will assess youth needs for supervision, structure and treatment services?**

All potential clients will be screened prior to placement by the Placement Director or Coordinator. The screener will explain the program structure and basic expectations. During the screening all participating parties are given an opportunity to ask any questions they may have about the program. The screening will capture historical information, family dynamics, client protective factors, presenting issues and goals for treatment. Clients who are actively aggressive, violent, suicidal, homicidal, psychotic, or who are chemically dependent and in detox or in withdraw are not appropriate for placement. The screener will also assess goodness of fit in available foster homes. Once the screener has staffed the case, the client meets acceptance criteria and matches the client with an available foster home, the screener will contact the foster family to share information about the client. Upon acceptance by the foster family the screener will inform the case worker in writing of the client's acceptance in the program and schedule a date for intake. During the intake process, additional information is gathered from the juvenile court counselor, family and treatment team members to include information in the following domains: Strengths/Goals, Family/Culture, Identity/Religion, Mental Health/Substance Abuse, Legal/Behavioral, Physical/Medical Health, Education/Vocation, and Target Permanency Plan. Additionally, at intake a Mental Health Risk Assessment (MAYSI) is completed. The client is assessed in the following domains:

- Alcohol/Drug Use
- Angry-Irritable
- Depress-Anxious
- Somatic Complains
- Suicide Ideation
- Thought Disturbance (Boys)
- Traumatic Experiences

If a client scores in the warning range in any of the domains a safety plan may need to be put in place immediately. The staff completing the intake will inform program staff and foster parents of the risk and any safety plans that were put in place. Additionally, if the youth enters care with a safety plan already in place this safety plan is shared with the foster parents and staff upon intake. Lastly, any presenting issues in the referral or learned through the intake/screening process that require increased supervision outside of our normal supervision standards will require the development of an individualized safety plan.



Standard supervision requirements in the program requires 24/7 sight and sound supervision. This means that staff and foster parents will be able to see and/or hear where clients are at all times. Exceptions to this are based on individual needs as assessed by the client's treatment team and outlined in service plans. Exceptions of sight and sound supervision may include when youth are on overnight visits with approved visiting resources, pursuing educational goals or having unsupervised time in the community as approved by the referring juvenile court counselor.

Within two business days, the Case Manager will develop an Initial Service Plan (ISP) with information obtained from the screening, intake, referral and initial conversations with the client's family and juvenile court counselor. Service plans are individualized and developmentally appropriate. They include specifically stated and prioritized service goals for the client that include the caseworker's recommendations and goals that the client wants to achieve. The ISP addresses behaviors that were identified in the referral and initial screening, MAYSI assessment and intake process. Once service plans are created it is the responsibility of our caregivers to implement them.

The program uses a collaborative problem-solving process for behavior management to support clients in solving problems and enhancing skills in areas such as Language & Communication, Attention & Working Memory, Emotion & Self-Regulation, Cognitive Flexibility or Social Thinking. There are three ways we intervene when managing behaviors: They are:

1. Set Limits or Expectations
2. Solve Problems Collaboratively
3. Withdraw Expectation

We believe Option 2 is the most effective way to solve problems and teach skills. When managing a behavior, we always intervene in the least intrusive manner.

Staff and Foster Parents also use the following when intervening:

- **Reminders:** Reminders of expectations can be helpful. We give reminders of expectations to help clients get back on track until we can have a collaborative problem-solving conversation to get underneath the problem.
- **Setting Limits:** We can set limits using Option 1 or Option 2 described above. The best way to set limits is to work collaboratively with clients to ensure that adult concerns, where limits need to be set, and client concerns, that explain why they are having trouble meeting adult expectations - are both satisfactorily addressed. At times, we need to imposing adult will to maintain the safety of clients. When clients exhibit unsafe behaviors towards themselves or others it's important for them to know that the adults in their life care enough to keep them safe. We do this by increasing supervision and restricting unsupervised time an added safety measure. These added measures are only put in place until a collaborative problem-solving conversation can happen with the client's treatment team in order to assess the client and make a plan to increase safety and unsupervised time again.

- **Consequences:** Natural consequences allow clients to face the natural consequence of their decision without applying one to teach a lesson. Formal Consequences are only effective in teaching a client a basic lesson about right from wrong and giving a client the incentive to behave adaptively thus only used when they will be effective. Most clients we work with are already familiar with the basic lessons of right from wrong as well as motivated to behave adaptively they just lack the skills necessary to do so. We teach skills collaboratively with clients.

Based on completion of treatment goals, youth *may* have increased independence. The frequency and duration of this will be decided by the treatment team and clearly documented in service plans. If a youth has unsupervised time but is exhibiting unsafe behavior it is our responsibility to keep youth safe by removing any unsupervised time until a treatment team meeting can occur, and the behavior can be discussed.

When clients exhibit unsafe behaviors towards themselves or others it's important for them to know that the adults in their life care enough to keep them safe. We do this by increasing supervision and/or developing an individualized safety plan. This can occur when a client exhibits run risk behaviors, threat to harm themselves or others or any unsafe behaviors. The following may also be put in place as an added safety measure:

- Completion of a Risk Assessment and development of an individualized plan.
- Withdraw of unsupervised time to include appointments and school.
- Withdraw of privileges including community time
- Line of sight supervision or arm's length supervision
- Increased overnight supervision
- Room search and removal of potential harmful items such as belts, shoe laces, pencils, sharps etc.

## **2. How you will accomplish stabilization of youth's behavior?**

As mentioned above, we stabilize youth behaviors through the implementation of our CPS's. Caregivers establish "trust of care" by being committed, accepting, meeting basic needs and providing consistency. Once this is established, youth can begin to feel physically safe. Regardless of a youth's behaviors, we will provide basic needs and provide unconditional care for the youth to help establish a "trust of care" and build connection. Through "trust of care" we can develop "trust of control" which essentially labels a youth's ability to feel safe emotionally. As they begin to trust, they gain a sense of understanding and control and are able to recognize the events and losses of their lives. We help create this sense of security through predictability, consistency, kindness, calmness, healthy boundaries and clear limit setting on our part. Both "trust of care" and "trust of control" are necessary for youth to stabilize and do the cognitive work necessary to developed skills and solve problems.

**3. How will you implement individualized supervision plans? Describe your agency's strategies to provide skill building and emotional/behavioral interventions.**

**Supervision Plans**

As mentioned above at intake a Mental Health Risk Assessment (MAYSI) is completed. The client is assessed in the following domains:

- Alcohol/Drug Use
- Angry-Irritable
- Depress-Anxious
- Somatic Complains
- Suicide Ideation
- Thought Disturbance (Boys)
- Traumatic Experiences

If a client scores in the warning range in any of the domains a safety plan may need to be put in place immediately. The staff completing the intake will inform program staff and foster parents of the risk and any safety plans that were put in place. Additionally, if the youth enters care with a safety plan already in place this safety plan is shared with the foster parents and staff upon intake. Lastly, any presenting issues in the referral or learned through the intake/screening process that require increased supervision outside of our normal supervision standards will require the development of an individualized safety plan.

Additionally, caregivers create a Safety Plan/Contract with clients if they are exhibiting the following behaviors: self-harm, suicide ideation, serious threat of harm to others, sexualized behaviors, substance use, run risk, substantial unaccounted for time or any other incident where the youth's safety or the safety of others is of concern.

When there are changes to a youth's supervision requirements, the case manager will update the youth's service plan. The case manager will indicate any changes that increased or decreased the supervision level and indicate the date(s) the change was in place. For example, the following behaviors may require increased supervision and/or an individualized safety plan: sexualized behaviors, cutting, suicidal/homicidal ideation, purging, medication cheating, drug/alcohol usage, etc. Additionally, a youth on an independent living track may be transporting themselves to school. If there are any individualized safety/supervision plans in place that are outside of normal program supervision already in place at intake, the service plan will be updated at the time of the change.

Written communication between staff regarding changes or implementation of safety/supervision will occur through daily shift pass on emails. Communication will also occur during daily pass-on meeting, weekly staff meetings and weekly individual supervision sessions. Meetings will also be used to identify and track behavioral patterns.

## **Skill Building & Emotional/Behavioral Interventions**

In order to assess a youth's specific cognitive-skills deficits, we identify the demands or expectations that trigger their externalizing behaviors. Because the challenging behavior could be caused by a wide range of lagging skills, the specific type of challenging behavior is of little importance. The focus is on identifying the demands that trigger the behavior. Once a list of triggers is identified our caregivers can use this to hypothesize about lagging skills. For example, a youth who frequently flips over a table (the challenging behavior) in response to the end of free time and the start of group (the trigger) may have difficulty with transitions/set-shifting (executive functioning) or with tolerating frustration (emotion regulation). Assessing the specific cognitive-skill deficits is done through observations within the first 45 days in care, then integrated into the youth's service plan.

All our interventions are implemented through the following service components:

- Individual Counseling (IC): Individual processing or counseling sessions designed to remediate problem behaviors identified in the client's treatment plan. Examples: Clarification, Integration & Actualization Activities, Processing Past Trauma, Processing Acting Out Behavior or Crisis Incidents, Collaborative Problem-Solving Sessions, Responding to Problem Behaviors
- Individual Skills Training (IST): Individual curriculum-based skill building sessions designed to improve specific areas of functioning as identified in the client's treatment plan. Examples: Individual Skill Building Packet Work & Activities Including: Permanency interventions and Skill Development in Language & Communication, Attention & Working Memory, Emotions & Self-Regulation, Cognitive Flexibility and Social Thinking.
- Group Counseling (GC): Group processing or counseling sessions designed to remediate problem behaviors identified in the client's treatment plan. Examples: Group Processing Sessions to Include: Group Huddles, Community Meetings, House Meetings, Mediations, Group Collaborative Problem-Solving Sessions
- Group Skills Training (GST): Curriculum-based group sessions designed to improve specific areas of functioning as identified in the client's treatment plan. Examples: Curriculum Based Groups to Include: Pathways, A.R.T, Girls Circle, Boys Council, BAM, Power Source, Choices, Sensory, Seeking Safety, Leadership, S.E.L.F, Mood Management, CORE, Identity, Diversity, Culture & Racism and Healthy Relationships.
- Parent Training (PT): Interventions with the family or aftercare resource, to assist in behavioral change and to improve parenting knowledge or skills for the client to return home or other community resource. Examples: Parent Strategies, Skill Development/Practice

#### **4. How you will prepare youth for the transition into their next living environment?**

The CNA is a Comprehensive "Needs" Assessment completed at the 45-day mark. The CNA has a section dedicated to assessing the needs to transition to an aftercare placement. The case manager will outline the recommended aftercare and needs in

order to transition. The needs developed in this section are incorporated into the MSP where a goal is developed. The “Permanency/Transition” domain is always addressed in the ISP and MSP.

Permanency/Transition Plan goals are always individualized to each client. The program also encourages maintaining ties with family members and the involvement of families in the client’s treatment planning. Family members are a central resource in the treatment planning process and should be an integral part of the treatment team. Research overwhelmingly shows that when families take an active part in treatment decisions, client outcomes are better. Families bring a knowledge of and relationship with the client that is unique and can bring significant help in determining the best course of action. Therefore, their input into goal development is encouraged.

Case managers will review treatment plan goals with families, so they can work on them during visits. Additionally, the case manager may provide parent training. Parent training is planned activities or interventions for the client’s family or identified aftercare resource family. Parent training is designed to assist the family in identifying the specific needs of the client, to support the client’s efforts to change, and to improve and strengthen parenting knowledge or skills indicated in the service plan as being necessary for them to return home or to another community living resource. The Case manager may also provide coaching prior to and/or after overnight visits. Depending on circumstances, the case manager may also provide mediation services. The case manager will maintain frequent contact with families to provide updates on progress, seek historical knowledge, update service plan goals and gather feedback from visits.

The treatment team, including the client, family, and case worker, are invited to participate in the development of a transition plan through an in-person transition plan meeting. The transition plan outlines how the client will successfully transition out of the program, specifically addressing items in the following domains: Summary of Services, Needs & Unmet Goals, Needed Services, Next School Placement, Crisis Plan, Mediations, Coordination of Services, Rules & Expectations of Home. The transition plan will be developed during this meeting with everyone's input and a plan will be put in place to address needs to prepare the client for transition. This meeting occurs before the youth leaves the program to facilitate a smooth transition.

Lastly, the program offers Intensive Permanency Services. While in the program youth work on permanency readiness curriculum with their case manager. This curriculum includes two components: 1) The completion of three tasks, Clarifying Life Events, Integrating Family Memberships, and Actualizing Belonging into a Permanent Family. 2) Answering five conceptual questions: Who am I? What happened to me? Where am I going? How will I get there? and When will I know I belong? To do this work youth will complete Clarification, Integration and Actualization activities with their Case Manager. Some of these activities will become part of their Life Story Project. Their Life Story Project is a way for them to recount, understand and integrate memories, reconcile losses, celebrate strengths and successes as well as explore a path forward. On a very basic level the project focuses on a way for them to integrate past into the present in order to move into the future.

**5. How will you address the needs of STRP for youth with targeted youth populations?**

Staff and Foster Parent trainings are a key priority for the agency. In addition to providing extensive training upon hire/certification we provide on-going and annual trainings. Trainings are facilitated and coordinated by our in-house Training Director. Trainings are provided using various platforms to meet the individual needs of the trainee. Those platforms include webinars, podcasts, in-person group trainings and in-person one-on-one trainings. Trainings are provided monthly for foster parents with additional optional trainings throughout the month. For staff, several trainings are offered each month which are on-site and program specific to meet current team training needs. Over the last couple years, our staff and foster parents have participated in internal trainings on best practices when working with LGBTQ youth, sexually offending youth, youth with suicidal ideations, developmentally delayed youth and commercially sexually exploited youth.

Our agency's investment in a Training Director has strengthened the trainings we are able to offer as well as allowed us to offer more targeted population trainings to specific teams. Recently we facilitated trainings as a direct result of identified needs to including eating disorders, adolescent development, boundaries, attachment and transracial placements.

**6. How will you determine if the youth has achieved "enhanced competencies?"**

An Initial Service Plan (ISP) is developed by the Case Manager within two business days of placement. The Master Service Plan (MSP) is developed 45 days post placement. Service Plans contain goals that address behaviors and increase skills. The program works with youth to help them meet individual goals. Staff and foster parents monitor, and document youth progress related to service plan goals. The ISP is reviewed 45 days post placement and the MSP is reviewed 90 days post implementation. Individual client reports are pulled from our client database to track service plan goal progress and completion to assess enhanced competencies and skills acquisition.

**a) Describe your data collection & youth service tracking strategy to capture and report on all youth interventions.**

At weekly team meetings, Program Directors facilitate staff meetings with the following agenda items: program practices reminders/updates, client case updates/intervention support, weekly service hour review, and action items from the Foster Care & Leadership Meetings. Program Directors meet weekly with Program Coordinators and Case Managers for individual supervision and task management. Program Directors ensure the Program Coordinators implement programming in line with BRS requirements and Case Managers meet paperwork timelines in line with BRS requirements. BRS services hours are tracked in the Efforts to Outcome database in each client's electronic record. Each case note includes individualized service plan

goals, the time spent, case notes, and a designation of whether the client has progressed in meeting the service plan goal. All notes are compiled into a report that is reviewed weekly at program team meetings to ensure hourly requirements are met. Case Managers review and sign off on case note content to review progress, ensure interventions are in line with service plans and case notes are documented in alignment with contractual requirements.

In addition, the Director of Quality and Evaluation is responsible for reviewing and analyzing data related to critical incidents, program practice models, core service principles, consumer survey's and permanency outcomes. This data is reviewed on an ongoing basis by the Data-Informed Practice Team and the Senior Administration Team. Data is compiled into a report and reviewed on an annual basis to identify strategies for improvement.

All of our programs, including the STEP Program, have Program Practice Models. Program Practice Models work to achieve permanency through services outlined in the individualized program practice models. Program Practice Models have four distinct components:

1. Building Healthy Connections & Increasing Wellbeing
2. Permanency Oriented Grief, Loss and Trauma Activities & Interventions
3. Training, Coaching & Knowledge Building
4. Communication & Advocacy

**Building Healthy Connections & Increasing Wellbeing:** The Core Service Principles are the foundation of our all of our work. They help us create physical and emotional safety as well as build healthy connections to support deeper work. A core service principle survey is given to youth as well as staff to track our success with implementation as well as to inform practice.

#### **Permanency Oriented Grief, Loss and Trauma Activities & Interventions**

- Individual clarification, integration and actualization activities
- Individual case management and counseling processing sessions
- Group clarification, integration and actualization activities and processing sessions
- Therapeutic Interventions that focus on skill development in language and communication, attention and working memory, self-regulation, cognitive flexibility and social thinking through collaborative problem solving and crisis de-escalation

Individual client reports are pulled in our client database to track service plan goal progress and completion to assess enhanced competencies and skills acquisition.

## **Training, Coaching & Knowledge Building**

- Provide family, guardian and/or permanency resource mediations to help resolve conflicts
- Provide family, guardian and/or permanency resource coaching to provide parenting strategies that build connection and support behavior change
- Encourage, educate and advocate for family contact to include on-site, community and overnight visits
- Foster parent training and ongoing support related to trauma-informed care, attachment, permanency

The Foster Parent Knowledge and Attitudes Survey is administered 2x/year and assesses alignment with trauma-informed care and agency permanency practice strategies.

## **Communication & Advocacy**

- With Department of Human Services & Juvenile Court Counselors
- With community partners such as schools, vocational, social and recreational connections.
- With family, guardian and permanency resource members.
- With mental health and drug and alcohol service providers.

### **7. Describe how you will provide trauma informed services.**

Over the years working with this population, we have shifted the lens with which we view the challenging behaviors our youth exhibit. While all youth may come into our program with varying experiences and circumstances, they all share the experience of being removed from their home environments, which adds to the list of disruptions or losses they have likely already experienced. As an agency, we have undergone extensive training and continue to do so to assist our staff in understanding the behaviors a youth presents is a symptom of the losses they have experienced. We have learned that the best way to work with youth experiencing feelings of grief and loss is to allow them the safety and space to process their experiences and ask clarifying questions regarding what has happened to them. We have recognized that this is not just hard work, but heart work and have taken on the challenge as an agency to expect our staff to do both the hard work and the heart work needed to assist youth in their grieving process and progression towards a more positive future.

Additionally, part of our trauma-informed approach is supporting and encouraging staff and foster parents to engage in self-care around vicarious trauma. We offer supervision to process this heart work and encourage self-exploration of signs and symptoms of emotional and physical responses. Recently we implemented monthly art processing groups for staff facilitated by an Art Therapist to support staff who may face challenges common in direct services such as vicarious trauma, rational detachment, and struggles in overall wellness. This ongoing group provides staff an opportunity to explore these topics on a personal level and in ways that trainings don't fully allow. These groups offer take aways for self-care and opportunities to connect



with coworkers who may have shared experiences. These groups are optional but are highly encouraged. No supervisors attend and they are paid for their time.

**8. Describe how you apply family engagement principles and the developmental approach into your program.**

Boys and Girls Aid believes that family members and caregivers are a central resource in the treatment planning process and are an integral part of the treatment team. Research overwhelmingly shows that when families take an active part in treatment decisions, client outcomes improve. Families bring a knowledge of and relationship with the client that is unique and can be significantly helpful in determining the best course of action.

We engage families using principles that establish the value of families being an equal partner with the program to aid youth development. We build treatment around families' experiences and value back and forth communication regarding skill development. Case managers coach families in strategies and skills to implement in different environments and center family voice during the discussion. Boys and Girls Aid encourages families to utilize their natural supports and community partners to build a supportive network. Above all, families are the expert of their children and provide valuable insight into their current developmental level and measure of progress.

**a) Describe your view of what the key issues are, how they are part of the service plan.**

As described above, we believe key issues stem from disruptions or losses a youth has already experienced. We provide services that identify and develop the strengths each youth presents. Respectful empowerment of youth allows them to develop healthy relationships, gain competence in problem solving and learn effective communication skills. It is our belief that this respect and empowerment assists youth in stabilization and enables them to move forward with an improved ability to handle life's challenges. We achieve this by providing an approach that focuses on strengths and solutions as well as building skills. We believe that all youth are unique, and no single approach works for every youth we serve; therefore, we provide services that are individualized and focused on identifying steps and goals for improvement in each youth's areas of need.

**b) What is the family role and how will you involve them in problem-solving issues with their child and developing services for the youth?**

We believe the youth's support system is essential to the service planning process, as well as providing frequent and consistent communication regarding updates around progress. We encourage as much involvement as possible for anyone in the youth's life to have the greatest impact for the youth.

Family members are a central resource in the treatment planning process and should be an integral part of the treatment team. Research overwhelmingly shows that when families take an active part in treatment decisions, client outcomes are better.

Families bring a knowledge of and relationship with the client that is unique and can bring significant help in determining the best course of action.

Families are invited to attend the screening, intake meeting, and all service planning and review meetings. If the parents/guardians are unable to attend the intake meeting, the client's case manager will contact the parents by phone within the first 48 hours of placement to provide them with the Client & Family Handbook, seek input on the clients Initial Service Plan (ISP) and answer any questions. Families are encouraged to provide input in the development of the Master Service Plan (MSP) goals, developed 45 days post placement. Upon development of the MSP case managers will reach out to families to seek their input. Families will also be invited to each service plan review meeting every 90 days post MSP which will be scheduled at a time and location that meets the family's needs.

The program also encourages family visits. Visits with families may occur at the program or in the family home if approved by the juvenile court counselor. Prior to the first visit families will meet with the case manager to review service plan goals for visits and visit expectations. Case managers will maintain frequent contact with families to provide updates on progress, seek historical knowledge and input into service plan goals, problem solve any issues, gather feedback from visits and provide encouragement through parent coaching. We believe in connecting, partnering and engaging parents to provide the best possible care for their youth. This includes when challenges arise.

We believe the most effective way to address issues is through services that engage, involve, strengthen, and support families. One way in which we do this is by involving parents when challenges surface. These challenges provide us an opportunity to teach and share knowledge. They give us the ability to model for the youth and family a durable way to solve problems when youth are not meeting expectations. We dig deep into what's under the surface of behaviors to get at the root of why they are not able to meet an expectation then work collaboratively with the youth to resolve issues while at the same time meeting expectations. Parents can be very helpful in this process.

**c) What services/strategies do you utilize to engage and involve families?**

As BRS providers we are experienced in working with families, case workers and other providers to ensure that services are interconnected. One of our key goals is validating the love between parents and their children, while also respectfully coaching parents in how they can best work with their youth and ensure that they will not continue to be involved in the juvenile justice system. From the moment a youth is referred to our program, the parents are a key factor in planning. The theme of collaboration and respect runs throughout the youth's stay in the STEP program to improve outcomes.

**9. Coordination: describe how you will coordinate various services - what will you be responsible for and what will the CCJD Juvenile Counselor be required to coordinate?**

The services clients can receive while in the program include:

- Structured Programming
- Behavioral Management
- Educational Services & Academic Assistance

- Medical, Dental & Optical Care Coordination
- Vocational Support & Independent Living Skills Training
- Enrichment, Recreational & Cultural Activities
- Religious & Spiritual Practices
- Case Management
- Assessment & Service Planning
- Behavioral Rehabilitation Service Interventions
- Intensive Permanency Services
- Culturally Specific Services
- Referral to Individual & Family Therapy, Psychiatric Consultation
- Referral to Drug & Alcohol Treatment
- Medication Management
- Family Engagement, Coaching & Visits
- Transportation

The program provides coordination of care for the following services; educational services, medical, dental and optical visits, mental health services, and drug and alcohol services. The program also provides transportation to and from all services including court hearings and screenings. We also work with the family to share the cost of transportation to and from home visits. CCJD Juvenile Counselors are needed to refer youth for higher-level behavior assessments and psychological assessments.

### **Educational/Vocational Services**

Boys & Girls Aid ensures that every youth placed in our care will have educational support and coordination. At intake, school information, including any IEP's or educational accommodations needing to be made are collected and shared with the team of staff working with the youth. Clients will attend Clinton DART School, if youth do not already have their diploma or GED. Some youth may attend a GED program through a community college. The DART school will assess if a client is not able to obtain a Diploma because of credit deficiency and must attend a GED Program. If the client already has their GED or Diploma, they may attend a Job Readiness Program and/or Higher Education. Staff, and/or Foster Parents will provide Academic Assistance as needed. The case manager maintains regular phone and in-person contact with the school for problem solving, IEP meetings, progress and transition planning. When school is not in session, youth continue to engage in educational opportunities such as trips to museums, tours of local colleges, and trips to the library. Staff also facilitate groups centered on planning for the future, which could involve discussions about careers, college, and budgeting.

### **Individual & Family Therapy, Psychiatric Consultation**

Boys & Girls Aid recognizes the importance of connecting youth with mental health services. For youth who come into care with existing services, our agency makes arrangements for these services to continue without interruption. The case manager is skilled at identifying various insurance carriers in order to determine covered providers and refer youth for services who come in without already established

services. Based on the family and JCC's preferences youth may be referred for family counseling or just individual sessions. Our program ensures that youth attend all scheduled appointments. We make this a priority upon a youth's entry into our care as insurance information is gathered from parents at intake in order to ensure that a youth is able to get the services they need as soon as possible. If a psychiatric assessment or psychotropic medication management is needed, the Mental Health Therapist will refer the case to the Psychiatrist and will order necessary lab or toxicology screening if they determine they are needed.

### **Drug & Alcohol Treatment**

If a client is determined to be in need of medical detoxification for substance abuse at screening or intake, we require this to occur prior to admission. All clients will be assessed for a history of substance use and referred for outpatient Drug and Alcohol Treatment if needed. If the client is in need of inpatient substance abuse treatment while in care, the client will be referred to such treatment and discharged from the program. In some cases, clients may be accepted back into the program following successful completion of inpatient substance abuse treatment. If a client has a chemical dependency diagnosis, they will be required to have individual treatment.

When a youth comes into care with services already in place, we maintain these services without any interruption. If a client was previously in services and the youth and family want to reestablish services with the same provider, we will do so as long as they accept the current insurance. Historically, we have worked with Cascadia, LifeWorks Northwest, Clackamas County Behavioral Health and Morrison. Ideally, services will be established at a location nearest the youth's aftercare placement in order to make it easier for services to continue once the youth leaves our care. All transportation to and from appointments will be arranged and provided by the program.

### **Medication Management**

We are accustomed to serving youth with daily medications that promote physical, behavioral and emotional stability. Our agency has decades of experience monitoring and dispensing medications and has internal systems designed to ensure accuracy and oversight. We have an excellent record of dispensing medications as directed and keeping track of side effects and behavior changes that could result in new medications. We count all medications daily to ensure that youth do not run out and when they are in need of refills we coordinate that process with the prescribing pharmacy. Our foster parents also receive extensive training on medication administration as medications are often dispensed in the foster home. Medications are kept double locked, whether they are at the STEP program during the day or in the foster home at night to ensure that youth do not have direct access to medications.

### **Transportation**

Transportation is built into the program design and staffing structure. Boys & Girls Aid takes full responsibility of transporting youth to appointments, court hearings, screenings, school, and recreational/cultural activities. We also work with families to

share the cost of any transportation needs for home visits. All transport staff are required to have an acceptable driving record, per licensing and BRS guidelines and receive specific training on driving a 12-passenger van.

Based on the youth's progress and the JCC's recommendation, youth may be allowed to self-transport by way of public transportation. When this is the plan, our agency provides support in planning out the trip and bus passes. The program is located near several bus lines for easy access and direct transportation to most destinations.

#### **10. Please address your services that might be accessible to youth older than 17 years of age.**

We can serve youth up to 19 years of age. We help youth gain independent living skill though individual and group skills training on-site. Additionally, we connect youth community resources who we work closely with to provide GED prep, college readiness, occupational skills training and work experience. We work closely with the following agencies sand programs:

- **Portland YouthBuilders:** At PYB, young people ages 17-24 can finish high school, learn a trade, and plan for the future. All students receive long-term support with issues such as finding a job, enrolling in college or apprenticeships, or reaching personal goals.
- **Bridge House:** One of the original seven federal Transitional Living Programs established in 1986 and the only one still in operation, Bridge House provides a safe, supportive, supervised home environment for seven youth ages 16 to 20 that meet homeless criteria. Bridge House also serves pregnant or parenting youth with children under the age of two. Incorporating resident participation in all program decision making, Bridge House empowers youth to support themselves and work toward fulfilling their educational or employment needs.
- **SE Works:** The Dahl Family Youth Education and Career Development Center provides academic and career development services for youth aged 18 – 21. Students can study to take the GED, recover credit, earn original credit and prepare for transition to post-secondary education, receive career training and gain work experience.

#### **New Avenues for Youth**

- **PAVE:** Promoting Avenues to Employment (PAVE) offers job training, occupational skills training, internships, and other employment and education-related opportunities.
- **New Avenues Alternative School:** The alternative school provides education opportunities for foster, at-risk, and homeless youth. Open five days per week year-round, the school is fully accredited, specifically designed for students who have experienced barriers to education and is co-located with other New Avenues programming to provide access for youth to additional support and resources.

## Portland Community College

- **PDX Bridge:** PDX Bridge connects students in foster care, housing instability and the juvenile justice system with the wraparound support needed to lead a successful life. This collaborative effort provides students the highest quality support during either a College or Apprenticeship Pathway. Bridge Youth receive personalized support from coaches, their secondary counselors, teachers, and case managers. This same network of caring adults stays with students throughout their progress in PDX Bridge, helping them overcome challenges inside and outside the classroom.
- **Gateway to College:** Gateway to College is a unique program that lets youth get their high school diploma while earning college credit. Gateway to College contracts with the youth's school district to offer scholarships to the program. The scholarship covers the cost of tuition and books. The program also pairs youth with a College Success Coach dedicated to their success. Their College Success Coach is there to teach them about college, organization and time management; and connect them with community, career, and college resources.

Additionally, depending on need, the program offers one on one curriculum based independent living skills training as well as facilitates Youth Skills for LIFE which is an independent living skills curriculum compiled by Project LIFE for young people who are in need of learning, enhancing, or supporting life skills to effectively transition into adulthood. The curriculum focuses on six of the National Youth in Transition Database (NYTD) categories, providing two to four workshops for each topic.

### 5.2.2 Qualifications (0-25 Points)

- a. **Summary: Provider shall describe their ability and experience in providing STRP for youth living in a community setting. The Provider should also address their ability to outreach, engage and create an emergency case plan for the family and youth in their identified situation.**

Boys & Girls Aid has successfully met all requirements for STRP services for the past 20 years serving youth referred by Clackamas County Juvenile Department. We have built and nurtured relationships with the Juvenile Department staff and have demonstrated an ability to modify our services as needs for youth in our community evolve.

Boys & Girls Aid welcomes feedback from the agencies with whom we contract and are always interested in improving our practices in order to be most successful in the work we do. Like many non-profit organizations, we experience challenges with recruiting and retaining our program staff. At times, this has resulted in communication break downs that we find unacceptable. If our contract agencies, such as Clackamas County, experiences these challenges, we welcome the immediate feedback so we can address and resolve the issues.

Over the years working with this population, we have shifted the lens with which we view the challenging behaviors our youth exhibit. While all youth may come into our program with varying experiences and circumstances, they all share the experience of

being removed from their home environments, which adds to the list of disruptions or losses they have likely already experienced. We know that youth in the juvenile justice system often have been exposed not only to multiple types of interpersonal victimization but also to other childhood adversities.

As an agency, we have undergone extensive training to assist our staff in understanding the behaviors a youth presents as a symptom of the losses they have experienced as well as the relationship between trauma and behavioral problems, including delinquency. We have learned that the best way to work with youth experiencing feelings of grief and loss is to allow them the safety and space to process their experiences and ask clarifying questions regarding what has happened to them. We have recognized that this is not just hard work, but heart work and have taken on the challenge as an agency to expect our staff to do both the hard work and the heart work needed to assist youth in their grieving process and progression towards a more positive future.

### **Foster Parent Training**

Boys & Girls Aid has been preparing adults to strengthen and enhance their role and impact on the well-being of children through our long history. We utilize one trainer who has developed and implemented a training curriculum that provides consistent messages across our foster care and adoption services. We have developed an extraordinarily rich educational experience for our prospective foster families that equips them with the skills needed to support the youth in their care.

New foster parents to the agency follow the regular training plan. Our pre-service training is done in two stages. First, prospective foster parents attend 18 hours of training designed to be relational and strength-based. The pre-service training includes a comprehensive 32 hours of training that covers the following topic areas: Introduction to foster care and the agency; Cultural Considerations and Natural Family Values; Child Development and Attachment; Impact of Child Abuse on Development; Atypical Development; Recognizing and Reporting Abuse; Grief and Loss; Parenting the BGAID way (Collaborative Problem Solving, Love and Logic, Trauma Informed Care); Visitation, Reunification and Home Safety; Individual Program Information and Guide to Certification; Foster Parent Panel (Q & A with experienced foster parents); CPR/First Aid Certification; Non-violent crisis intervention (CPI).

Once certified, foster parents are required to maintain current CPR/First Aid, annual non-violent crisis intervention training, and receive annual training in the following areas: Mandatory Reporting, Confidentiality, Blood Borne Pathogens, Fire and Home Safety, and Medication Management. We offer opportunities through formal group training and one to one training on topics such as fetal alcohol syndrome and its effect on children's development, childhood bipolar illness, and addressing the educational needs of youth in foster care.

There is a strong link between our foster parent training staff and the program staff. We are able to focus our ongoing training topics so they relate to the needs of the youth we are serving at that time. We provide foster families individualized training

depending on the youth placed in each home. For example, if a home has a youth with fetal alcohol syndrome, then we will provide resources (videos, books, articles) and training on the diagnosis as part of our monthly in-home visits.

All foster families are required to receive an additional 24 hours of training annually that relates to building their capacity as a foster family. We offer monthly evening foster parent meetings at which we provide ongoing training on relevant topics as well as provide relevant program information. This also provides an opportunity for the foster parents to network and support each other.

### **Foster Parent Certification**

Boys & Girls Aid has many years of experience conducting home studies on families for both foster care and adoption that meet all the requirements of relevant Oregon Administrative Rules. Each home is certified and re-certified annually. We employ a skilled clinician with a background in children's mental health, knowledge of family dynamics, understanding of child development principles, experience with family assessment, and has good communication/interview skills.

The certification process includes a comprehensive background check including DMV, criminal history, and Child Protective Service check, and requires four references for each applicant. We conduct a comprehensive home study that assesses each individual or couple's capacity to foster parent youth. For example, we assess each applicant's parenting experience and parenting style, family history, and we require medical evaluation from the applicant's physician. Applicants who are coupled are assessed for the strength of their relationship and ability to work together with challenging youth. The certifier also works with each home to develop household rules that are appropriate for the youth with whom they are planning to work and to address any safety concerns of the individual home.

### **Foster Family Retention & Support**

Boys & Girls Aid retention philosophy is essentially to respect and support our foster families. We acknowledge their work on a regular basis through face-to-face contact, emails or cards in the mail when they've gone above and beyond or just when we know they've made an extra effort. We also acknowledge the struggles and challenges as an opportunity to learn and grow, and we call when we hear a foster home has had a tough weekend to see how they are doing and to give them a chance to process. We plan trainings based on the stated interests and needs of foster parents and presenting issues with youth. We work to make sure that they hear more positives than negatives from us, and we work to be non-judgmental and to have others do the same. We honor events in their lives like births, deaths, weddings, and birthdays with cards or gifts as appropriate. We ask for their input and then incorporate it into our work by involving them in agency work groups. We have dinners twice a year that celebrate them and their work. We engage foster parents as presenters in our pre-service training, which both honors their work and sends a message to incoming foster parents about how we treat and work with our parents. The best retention tool is to build and maintain good relationships with foster parents and our foster care team is exceptional at this.



## **24/7 Crisis Support**

Our 24/7 afterhours support hotline is another important element our program has implemented and allows for fluid communication between all parties involved in a youth's placement with us. Parents, juvenile court counselors, detention and program staff and foster families have ongoing access to this built-in support system. Having this afterhours line not only allows us to place youth at all hours of the night, but it also is an internal system designed to maintain youth who are demonstrating challenging behaviors and may be at risk of ending up back in detention. At all hours of the day and night, there is a skilled counselor and a supervisor on call who are prepared to support those working directly with the youth. At times this may mean a counselor goes to the foster home in order to provide additional support, and even may temporarily move the youth to another foster home in order to prevent any conflict from escalating until the case manager can address it with the youth and foster parents.

Youth's parents can also call the afterhours support line in order to reach their youth if there is something that needs to be communicated to them. Additionally, if youth are on a visit with their families and it is not going well or may potentially become unsafe, our foster homes are ready and willing to be a backup resource if a visit needs to end early. Our skilled counselor may also offer assistance to the family. If home is the aftercare plan for a youth, it is important for them to have overnight visits prior to that transition, but it is also important to provide a back-up plan in case something does not go well. Our afterhours support hotline accomplishes this goal.

### **1. Provide copies of state licenses and the two (2) most recent BRS program reviews**

Boys & Girls Aid is licensed by the Department of Human Services (DHS) to provide foster care, shelter, residential and adoption services, per OAR 418.205 to OR 418.327. Our license authorizes us to recruit, train and certify foster homes to provide care to youth and to provide shelter & residential services to youth in foster homes and our residential locations, Safe Place for Youth in Hillsboro, the Nest and Seneca House. In February of 2018 we received a full two -year renewal. The current license expires February 2020. A copy of our licenses issued by DHS is included in our application package. A copy of our two most recent BRS reviews are also included.

### **2. Indicate if you are currently under a provisional license, restricted license or corrective action - provide explanation.**

Boys & Girls Aid is not under a provisional license.

### **b. Resources: Provider shall identify any available resources that will support the services being offered especially those that link with existing community-based individual/family services.**

Boys & Girls Aid establishes collaborative relationships with partner providers to create a comprehensive network of support for youth and families while youth are in

our care and through their transition to the next placement, which is often home. Below is a list of resources with whom we make connections to serve the needs of specific youth and their families:

- **Cleveland High School Medical Clinic:** This is an excellent community resource which allows easy access to medical services for youth, whether they are insured or not.
  - **Multnomah County Parks & Recreation-** A resource for low cost recreational, sporting and enrichment opportunities.
  - **Oregon Food Bank-** Youth volunteer at the Oregon Food Bank if they are not enrolled in school and during the summer months when school is not in session.
  - **Portland Public Schools, DART (Day and Residential Treatment) Program-** is aligned with state and district standards and is designed to engage high risk students in an academically challenging, differentiated curriculum that is founded on current best practices in instruction. DART- Clinton School is a great option for youth who have been suspended or expelled from their schools. All youth in our programs are eligible to attend Clinton School while they are in care in our program if their needs would be best suited there.
  - **Lifeworks Northwest-** A community mental health service which provides individual and family counseling, as well as drug and alcohol treatment services.
  - **Portland Community College-** A resource for youth who are pursuing their GED or higher education while in care in our program.
  - **NAYA** (Native American Youth Association): The NARA Youth Program is prevention oriented and family focused. Through group activities, events, and staff support, this culturally specific agency, strives to strengthen the resiliency of our youth. This program empowers youth to have a positive identity by teaching Native American/Alaska Native culture and values.
  - **TransActive:** Provides the necessary support to improve the quality of life of transgender and gender nonconforming youth and their families through education, services, advocacy and research
  - **Cascadia Behavioral Health:** We provide mental health services, addiction recovery support, primary care, wellness programs, permanent housing solutions, and an urgent walk in clinic for behavioral health crisis.
  - **Project Respond:** Project Respond is the mobile mental health crisis response team for Multnomah County. They provide crisis assessment to individuals and families within the county experiencing a mental health emergency.
- c. **Names and Resumes: Providers shall provide names and resumes of key personnel that will be involved with this program.**

**Michelle Ottaviano**, Program Services Administrator, has been with Boys & Girls Aid for thirteen years and has been working with youth and families involved in the juvenile justice system for the last decade. Ms. Ottaviano attended Portland State University for her bachelor's degree in Administration of Justice, with a Minor in Sociology. Her experience at Boys & Girls Aid includes direct service, program coordination, and program management. Ms. Ottaviano is currently a member of the senior leadership team and has oversight of the agencies shelter, residential and therapeutic foster care services. She also oversees placements, afterhours support, foster parent certification and training services.

**Karlee Brandini**, Placement Director, has been with Boys & Girls Aid for fourteen years and has extensive experience in the field of social work. As the Placement Director, she manages a high volume of referrals and makes sound decisions regarding placement. She also oversees the Intake Coordinator and the 24/7 intake and crisis team. This includes selecting, training, and retaining a high-quality team of staff. Ms. Brandini has a bachelor's degree in psychology from Concordia University in St. Paul, Minnesota and well over a decade of experience working with youth and families in Oregon and Washington State.

**Margaret Baumgardner, Interim Crisis Support & Placement Coordinator.** Mrs. Baumgardner has more than a decade of experience in the social work field. She previously held positions as a Foster Care Social Worker and a Clinical Case Manager in Denver and Los Angeles, California. Mrs. Baumgardner received her Bachelor's of Social Work from Florida State University and her Master's of Social Work from the University of Denver.

**Jonathan Umana, STEP Program Coordinator.** Mr. Umana has over 6 years of experience working with youth in the juvenile justice system. Mr. Umana previously held the title of Restorative Community Service Program Leader working with the Yakima County Juvenile Court and worked for the Wenatchee School District as the Program Director in the Expanded Learning Program. Mr. Umana went through extensive training to become a CASA (Court, Appointed, Special, Advocates) and has presented on several key initiative in the juvenile just system including Restorative Justice, Diversion Programs and Gang Court. Mr. Umana has his B.A. in Law and Justice and Political Science with a minor in Psychology. He received both degrees from Central Washington University. Mr. Umana will be joining the STEP program in May of this year.

**Traci Bennett, Case Manager.** Ms. Bennett provides case management and coordination of care for youth in the STEP program. Ms. Bennett has been with Boys & Girls Aid since January of 2018 and has prior experience as a CASA and Permanency Worker with the DHS. Ms. Bennett has her Bachelor's in Social Work, with a minor in Child and Family Studies.

**Sarah Nance, Training Director.** Sarah oversees the agency's staff and foster parent trainings. She directly provides foster parent pre-service training and facilitates the monthly foster parent trainings. Her prior experience includes 6 years of mentoring, youth development, and education-related training facilitation and coaching for youth

programs across the country. Additionally, she's worked in direct-service with youth programs in a variety of roles, programs like Big Brothers Big Sisters, Girls Inc, Camp Fire, and Police Activities League. She has a M.Ed. from Lewis & Clark College in Portland, Oregon.

**Stephanie Gonias**, Lead Foster Parent Clinician. Ms. Gonias has extensive experience working with foster and adoptive families, the foster care system, and providing case management and support to families. She also has experiences working with diverse and marginalized families during times of distress. Ms. Gonias received her MSW from Portland State University and completed the Adoptive and Foster Family Therapy Certification Program post-graduation.

**Sarah Sonnenfeld, Foster Parent Clinician.** Prior to joining the certification team Ms. Sonnenfeld worked as a Permanency Specialists delivering permanency preparation services to youth and families in foster care system. Ms. Sonnenfeld has a B.A. in sociology and is in the process of completing the Adoptive & Foster Family Therapy Certificate Program at Portland State University.

**On-Call Supervisors Include:**

- Diane Brandsma, Seneca Program Director.
- Nicole Laliberte, Neighborhood Program Director.
- Drew Williamson, Safe Place Program Director
- Elise Ruiz-Hom, Safe Place Program Coordinator.

**Our Director Care Staff includes:**

- Mitch Dault, Youth Care Counselor.
- Allen Yourn, Youth Care Counselor
- Alex Freedman, Youth Care Counselor
- Robert Martinez, Youth Care Counselor
- Kyra Terbovich, Youth Care Counselor
- Megan Sherwood, Crisis Support & Intake Specialist.
- Carlyn Mitchell, Crisis Support & Intake Specialist.
- Taylor Hansen, Crisis Support & Intake Specialist.
- Kelerie Heiser, Crisis Support & Intake Specialist.
- Christina Flynn, Program Administration Specialist.
- Evan Bailey, Program Administration Specialist & CPI Instructor.

**1. Provide documentation that all staff meet the requirements outlined in the current BRS Oregon Administrative Rules Guide.**

A copy of the Staff Verification Form used in our recent BRS audit to meet staff qualifications has been included in the application. This form includes all staff over the past review period of two years. Additionally, a copy of our 2019 BRS Review Report has been included in this application which reflects the program is in full compliance with BRS rules including meeting all the staff requirements outlined in the rules.

## **2. Specify name of the program director and fully explain role.**

**Mary-Jackelyn Downing**, Director of Juvenile Services, will be joining Boys & Girls Aid on May 1, 2019. Ms. Downing began her career in Mental Health with children in Roslindale, MA while still an undergraduate. Throughout her career she has grown to work within and supervise school-based programming and otherwise, working with children, adolescents, young adults and their families, throughout the city of New York, in conjunction with the Dept of Ed. and a variety of mental health funders and in a variety of capacities. Beyond this, she has cultivated extensive experience in a supervisory capacity and within performance-based contracts. She has also developed data tracking systems to ensure deliverables while at the same time providing effective services to clients. Ms. Downing received her B.S. in Psychology from Suffolk University and her Masters in Mental Health Counseling for New York University.

Ms. Downing will have full oversight of the STEP program as the STEP Program Director. The Program Director provides operational oversight of therapeutic care programs for youth in care in coordination with the Program Services Administrator. This position requires a dedicated and skillful leader who is an excellent communicator with internal and external customers while providing direction to staff for the care of youth in accordance to federal and state contracts and Agency policies and procedures. The Program Director is also responsible for the following:

- Provides leadership and oversees all aspects of program operation, including program development and implementation; goal achievement; contract compliance; quality assurance; utilization; and, program evaluation
- Performs full range of personnel responsibilities including hiring, support, coaching, supervision, discipline, and professional development; directly supervises the Case Manager and the Program Coordinator positions
- Oversees and ensures clinical decisions are sound and grounded in an understanding of diverse social economic, racial, ethnic, and other cultural backgrounds
- Offers leadership to program team and ensures positive and collaborative interactions with internal departments and external providers through weekly team meetings, individual monthly meetings, and annual evaluations
- Assesses need for and conducts program improvement processes
- Directs foster parent retention efforts appropriate for program staff
- Collaborates with the Placement & Certification department to ensure: assessment, certification, and training of foster parents to adequately meet needs of the youth; communicated concerns in a timely and satisfactory manner; implemented retention practices; ongoing training support and coaching is provided; youth are properly screened and matched for placement; and, utilization goals are met
- Shares on-call responsibility weekends and evenings and for providing supervisory coverage for programs in department
- Develops and manages program budgets
- Develops and maintains positive relationships important to program maintenance, improvement, and growth, including funders, service partners,

donors, and board members; may include facilitating discussions or presentations on services

### **5.2.3 Cultural & Gender Responsivity (0-20 Points)**

- a) Describe how you will deliver services in a culturally responsive way to youth and families of color, youth and families with varying gender identities, and LGBTQI youth and families.**

Culturally specific services uplift the voices and experiences of those who, because of oppression, have been unheard or overlooked for far too long. We know many communities are unserved, underserved, and inadequately served. Because of the pervasive nature of racism, colonialism, white supremacy and xenophobia in the United States, as well as barriers that result from global cultural contexts, culturally specific services have historically been grounded in and grown from communities marginalized along racial, ethnic, immigrant, refugee or linguistic lines. Although an individual's definition of who they are culturally is complex, multi-layered and cannot be assumed by others, for the purposes of defining culturally specific services we define a cultural community as a group of people united by shared experience of oppression and cultural resilience, on the basis of such identities as race, ethnicity, language, immigration or refugee status, gender identity/expression, sexual orientation, ability, blindness, deaf/hard of hearing, religion, tribal sovereignty, or other marginalized identity. The programs strive to design interventions that are culturally grounded with ongoing guidance from clients and families in that community. The cultural community's lived experiences, core cultural constructs, and needs, as defined by people from that community, help inform service planning, service coordination, enrichment, recreational and cultural experiences, as well as decision-making. Services and materials should also be provided in an accessible format in the primary language of the client and the clients family.

Specific examples of how we meet the cultural needs of youth include intake forms with questions that seek to describe the youth's different identities related to race, age, gender, sexual orientation, nationality (culture of origin), religion, ability/disability status, socioeconomic status, structure of family, power in family etc. Additionally, we seek to understand the client identity, beliefs/belief systems and the social values that they hold. This is then shared with the youth's team including the foster parents in order for us to better serve the youth.

Additionally, we assist youth in increasing awareness, acceptance and appreciating others as well as their own culture/heritage, gender, and/or sexual orientation. We facilitate a group on race and racism that uses storytelling to increase awareness. The United States is rich with stories from diverse groups that make up this country. As a deeply racialized society, stained by structural racism, not all stories however are equally acknowledged, affirmed or valued. Many stories survive through tenacious resistance in the face of a status quo that marginalizes, and often silences, their telling thus diminishing their truths. This curriculum asks youth to consider what we lose when stories of and by diverse groups are concealed or lost, and what we gain as a society when we listen to and learn from the multitude of stories available for our consideration. The curriculum also invites youth to tell their own stories and through

telling identify the challenges they face in a racialized society and articulate their visions for a future that offers inclusion, equity and justice to all of the diverse people who make up our society. The curriculum examines four story types about race and racism in the United States. These are: stock stories, concealed stories, resistance stories, and counter stories.

The program also regularly schedules Extracurricular, Recreational, & Cultural Activities. Participation in recreational and cultural activities is an important piece of the service process. Not only do recreational activities and outings provide physical exercise and entertainment they are integral in allowing clients to make connections in the community. Clients also need exposure to cultural activities both to celebrate and explore their own cultures and to be exposed to other cultures. Clients will be given the opportunity to engage in activities that are consistent with their ethnic and cultural heritage. Clients will participate in recreation daily. On a weekly basis recreation and cultural activities will be community based. These recreational and cultural activities can include: accessing the public library, hiking, working out, swimming, bowling, basketball, golfing, film festivals, theaters, attending cultural events, yoga, disk golf, cooking, performing arts, visiting landmarks or historic sites, visual art gallery, festivals, volunteering, art projects, etc. In order to promote normalcy and improve wellbeing for children and youth in care the agency uses the Reasonable Parent Prudent Standard when making decisions around participation in extracurricular, recreational and cultural activities. This standard helps us make sensible parenting decisions that maintain the health, safety and best interest of the child or youth. Application of this standard considers age, maturity, developmental level, inherent risk of harm and best interest of child or youth when making decisions on participation in extracurricular, recreational, and cultural activities.

The Sexual & Gender Minority Youth Resource Center (SMYRC) has been a partner agency of Boys & Girls Aid for the last several years. We work closely with a consultant and trainer at SMYRC who keeps us informed of best practices when working with LGBTQ youth. We have demonstrated an ability to modify our program in order to make LGBTQ youth feel most comfortable in our program. An example of this is changing our program bathrooms from gender specific to gender neutral. We have learned that youth with gender identity issues face deep internal conflict when it comes to having to use a restroom designed for a specific gender. It was advised by SMYRC that youth programs transition to gender neutral bathrooms in order to prevent that internal turmoil and also to prevent the possibility of bullying or shaming by other youth in the program. Over the last several years, we have been very successful serving youth with varied sexual orientation, in addition to transgendered youth in the process of transitioning to the gender with which they identify.

Boys & Girls Aid partnered with Next Door to facilitate a Diversity, Equity and Inclusion training. Next Door facilitated an agency wide training and has provided on-going consultation to leadership on how to implement new concepts through their learned knowledge and experience. Next Door shared their experience assessing their agency and implementing a Diversity, Equity and Inclusion Committee of which Boys & Girls Aid has now done. Boys & Girls Aid recognizes that trainings are only one

piece of the puzzle. First, our conversations about diversity have evolved beyond a focus on whether different individuals are *present* in our organization, to focus on inclusion: How are different individuals' perspectives included in important decisions? How often are peoples' voices silenced? Is this an environment where people feel like they can "show up" authentically? Are differences valued, rather than merely tolerated? Second, conversation evolved from equity rather than equality. Equity recognizes that not all individuals start from the same place. Equity aims to provide opportunities for historically underrepresented populations of employees to have equal access to growth opportunities and networks that will help close the gap, from leadership levels to all aspects of institutional functioning. We not only recognize that building our capacity here is necessary for our line of work, but that it will be a continuous process. One training won't do it, nor will reading one article. It's an ongoing conversation and process for the entire organization.

Lifeworks Northwest, one of our partner agencies that provides mental health and drug and alcohol counseling, have bilingual and bicultural services available to youth with essential support in understanding and maintaining their cultural identities.

Additionally, we employ a diverse group of staff and foster parents who attend ongoing trainings as well as participate in our DEI committee. We understand the importance of a diverse workforce that also reflects the diversity of the clients we serve. Moreover, we are committed to diversity and inclusion throughout the agency to ensure a wide range of experiences, perspectives, and skills to provide better solutions, drive innovation and creativity, and enhance decision making. Lastly whenever possible, we recruit and hire a diverse workforce to include Spanish speaking staff as that tends to be the most common language our youth and families speak, aside from English. When we do not have a staff person available to facilitate conversations with youth and their families in their own language, we use Certified Languages International, a language line that allows us to immediately access a translator. Additionally, we contract with Linguava who provides on-site and telephonic interpretation, document translation and video relay interpretation. We utilize Linguava for in-person trainings and document translation.

- b) Describe the initial training and ongoing training staff receive related to cultural and gender responsiveness and delivering services in a cultural and gender responsive manner. Please describe the delivery mode of the training, the content of the training, and how many hours of training each staff receives annually.**

Boys & Girls Aid promotes practices that recognize and respect each individual's cultural, spiritual and personal background. Boys & Girls Aid is committed to encouraging awareness and sensitivity to diversity, equity and inclusion on the part of all its staff, foster parents and volunteers. Required trainings address all aspects of diversity, equity and inclusion including delivering services in a gender responsive manner.



The following is a list of initial trainings employees receive through our online training system within the first 30 days of hire of hire:

- **A Culture-Centered Approach to Recovery -1 Hour:** In this course, staff learn about the values, beliefs, and principles that are the foundation of psychosocial rehabilitation and recovery-oriented practice. This training describes the many ways in which culture is central, not peripheral, to recovery. In addition, it includes a review of the many dimensions of culture, the impact of worldview on psychosocial rehabilitation (PSR) practice, as well as the steps to becoming a culturally competent provider. Staff complete exercises that help them to explore their own culture and worldview, as well as identify biases that could impact their relationships with others.
- **Sarah Jayne Blakemore Ted Talk -15 Minutes:** Why do teenagers seem so much more impulsive, so much less self-aware than grown-ups? Cognitive neuroscientist Sarah-Jayne Blakemore compares the prefrontal cortex in adolescents to that of adults, to show us how typically “teenage” behavior is caused by the growing and developing brain. TEDTalks is a daily video podcast of the best talks and performances from the TED Conference, where the world's leading thinkers and doers give the talk of their lives in 18 minutes (or less). Look for talks on Technology, Entertainment and Design -- plus science, business, global issues, the arts and much more.
- **The Male Box - 1 Hour:** A video journey into the lives and minds of boys and men. It describes the history, the principles, and theoretical and practical research concerning societal views of how boys and men are treated. It discusses the major problems of communication between men and women. It also discusses what causes anxiety in men and why men often end up in treatment programs, and that by understanding the male brain during early childhood we can save many boys from becoming victims in treatment programs as they mature. Relating to men of all ages and on all levels is vital programs encompass what they need emotionally, biologically, and psychologically. It teaches how to truly respond in positive ways to men, so that they in turn may rise to the challenge of being male and being cared for and loved by women and society as a whole.
- **Strength Based Programming for Girls -1 Hour:** A Boys & Girls Aid designed training based on the research from the Coalition of Advocates for the Equal Access for Girls. The Coalition has developed two Handbooks giving programs guidance on implementing gender-responsive and trauma-informed approaches for working with girls.
- **Best Practices for Working with LGBTQ Children and Youth - 1.25 Hours:** LGBTQ+ children and youth are like other children and youth, but they face unique challenges and discrimination. Families, caregivers, providers, and educators can all play a role in fostering positive development, healthy coping skills, resilience, and thriving in LGBTQ+ children and youth. Culture, historical traditions, and belief systems can be assets in resilience building. This course provides an overview of basic information on gender and sexual identities in LGBTQ+ children and youth. This course also provides a discussion of institutional, cultural, and social discrimination, intersectional identities and complex trauma, assessment practices, and methods for building resilience in LGBTQ+ children, youth, and their families.

- **Behavioral Health Services and the LGBTQ+ Community - 1 Hour:** More than 11 million adults in the United States identify as lesbian, gay, bisexual, or transgender. Moreover, the number of adults identifying as lesbian, gay, bisexual, or transgender has increased in recent years, reaching an all-time high of 4.5% in 2017 (Newport, 2018). When these increasing numbers are considered in light of the health disparities found among this population (e.g., increased rates of mental health problems, suicidality, and substance use disorders), the critical need for trained professionals who can deliver competent, culturally relevant, affirming care becomes apparent. This course will help staff to improve their ability to understand the unique needs of the LGBTQ+ population and provide affirming care that addresses those needs. The course will review some foundational terms and issues pertaining to inclusive language, discuss the barriers that individuals frequently encounter when attempting to access healthcare, and strategies staff can implement to help individuals overcome such barriers.

The following is a list of on-going trainings employees receive in-person:

**Sonya Littledeer-Evans Consulting - 4 Hours:** Mrs. Littledeer-Evans was certified as a Cultural Competency Trainer and serves on the cadre of Cultural Competency Trainers in Oregon. Since going through this process, Mrs. Littledeer-Evans became a highly requested trainer to serve on boards, planning committees, coalitions and to develop training for specific needs in the areas of Juvenile Justice, Health Equity, Disproportionate Minority Contact, Equity in Schools, Child Welfare and Diversity and Cultural Competency Training for government organizations, private agencies and non-profit agencies. Mrs. Littledeer-Evans has delivered trainings across Oregon to juvenile justice professionals. Topics covered include Cross Cultural Communication and Awareness, Understanding Privilege, and Cross-Cultural Conflict as related to the Juvenile Justice System. Mrs. Littledeer-Evans also trains in the Juvenile Justice field on Disproportionate Minority Contact, Gender Responsive services and working with high risk youth. Mrs. Littledeer-Evans has worked in the juvenile justice field in Oregon for over 19 years and is recognized as a leader in this capacity. In 2012 Littledeer-Evans Consulting was placed on the Oregon Health Authority, Office of Equity and Inclusion's qualified trainer registry for Equity, Inclusion and Diversity trainers. Mrs. Littledeer-Evans has facilitated simulation and interactive trainings on diversity, equity and inclusion practices for Boys & Girls Aid staff and volunteers.

**The Next Door, Diversity, Equity and Inclusion Workshop - 3.5 Hours:**

Participants gain a deeper understanding of the importance of creating programs through the lens of diversity, equity and inclusion. They will also appreciate how implicit bias and cultural barriers can impact the ability for all community members to wholly participate in programs. Diversity, Equity and Inclusion is a complicated subject. To support the Boys & Girls Aid staff in getting the most out of our trainings, we ask that folks complete a couple of tasks prior to their training. These 2 tasks will assist everyone with starting on common ground, give everyone shared terminology and hopefully prepare everyone for deeper conversations during the training. The first task is to watch a TED talk titled Color Blind or Color Brave by Mellody Hobson and the second task is to complete an online survey on Implicit Bias.

**The Sexual & Gender Minority Youth Resource Center (SMYRC) - 2.5 Hours:** has been a partner agency of Boys & Girls Aid for the last several years. They provide a level one and level two training for us. While level one introduced staff to basic concepts, level two trainings focus on implementation of best practices for individuals through daily interactions with youth as well as providing tools to foster on-going discussions. Additionally, level two included a climate assessment which assesses safety and environment in the program with recommendation for changes.

We work closely with a consultant and trainer at SMYRC who keeps us informed of best practices when working with LGBTQ youth. We have demonstrated an ability to modify our program in order to make LGBTQ youth feel most comfortable in our program. An example of this is changing our program bathrooms from gender specific to gender neutral. We have learned that youth with gender identity issues face deep internal conflict when it comes to having to use a restroom designed for a specific gender. It was advised by SMYRC that youth programs transition to gender neutral bathrooms in order to prevent that internal turmoil and also to prevent the possibility of bullying or shaming by other youth in the program. Over the last several years, we have been very successful serving youth with varied sexual orientation, in addition to transgendered youth in the process of transitioning to the gender with which they identify.

**c) Describe how you promote equity, diversity, and inclusion in your programming and staffing.**

The agency maintains a Diversity, Equity and Inclusion (DEI) Committee, which guides staff in ensuring that all clients are treated in accordance with the standards of nondiscrimination and respect for diversity.

The DEI Committee was formed to provide an ongoing assessment of diversity, equity, and inclusion within the organization regarding its ability to serve its employees, clients, and foster families in a manner that reflects their demographic composition and needs. The Committee is in the process of identifying areas of strength and areas of improvement across the organization and develop strategic goals to accomplish in the next 6-18 months. The Committee is led by the President/CEO for executive-level support and commitment, with a subcommittee of four co-chairs who have a passion and experience in leading and participating in similar committees in their professional and personal lives, and 5-7 other employees who represent program and administrative staff from across the organization.

Boys & Girls Aid recognizes that adolescence is a developmental stage when youth begin exploring their cultural identities. We encourage this process in a safe, supportive atmosphere where youth are assisted in participating in the cultural and religious activities they choose. STEP provides for the cultural needs of youth through individualized service planning, recognizing that each youth's needs are different, as well as in daily living supplies such as foods and hygiene items that are culture specific or neutral. Our staff are experienced in working with families of a variety of cultural and socioeconomic backgrounds. Staff support youth's exploration of their own culture and honor differences that may exist, for example, the different dynamics

that exist within families of other cultures. We also encourage youth to be connected to an active community that reflects their culture. For example, when youth have a Native American Heritage, we actively seek supportive services for them through the Native American Youth Association and look for culturally sensitive mental health providers.

**d) Describe your ability to provide linguistically appropriate services to monolingual (Spanish) youth and/or parents and guardians.**

Whenever possible, we recruit and hire a diverse workforce to include Spanish speaking staff as that tends to be the most common language our youth and families speak, aside from English. When we do not have a staff person available to facilitate conversations with youth and their families in their own language, we use Certified Languages International, a language line that allows us to immediately access a translator. Additionally, we contract with Linguava who provides on-site and telephonic interpretation, document translation and video relay interpretation. We utilize Linguava for in-person trainings and document translation.

**5.2.4 Preferences (0-15 Points)**

**a) Five (5) preference points shall be awarded to a provider's proposal evaluation score for being a provider in the Portland, Oregon Metropolitan area who offers foster homes in the Portland, Oregon Metropolitan area. Please describe how your agency currently meets this preference point criteria.**

The STEP Program currently has several homes in Multnomah county that can meet the specialized needs of vulnerable populations in the foster care and juvenile justice system. There are two fulltime LGBTQ identified providers (including a transgender provider), and another LGBTQ provider projected to be available in June 2019. There are two relief foster care homes that identify as LGBTQ. One is a biracial, African American and Latino home. There is one fulltime African American home, as well as a fulltime home and relief home that are Spanish-speaking. There is a Latino, Spanish-speaking fulltime home projected to be available late Summer 2019. There is one Asian American relief home. There are several homes who can provide services to women-identified youth. Lastly, there are two homes that specialize in providing for youth sex offenders.

- **Viviane and Ed Bos**

Two-parent home in Multnomah County has two beds available for youth, located in NE Portland.

- **Kelsey Brance and Ryely Waite-Jones**

Two-parent LGBTQ home in Multnomah County has one bed available for youth, located in North Portland.

- **Amy Davidson**

Single-parent LGBTQ home in Multnomah County has one bed available for youth, located in SE Portland.

- **Mustafah Finney**  
Single-parent African American home in Multnomah County has two beds available for youth, located in SE Portland.
  - **Mel Lindsay**  
Single-parent, Spanish speaking home in Multnomah County has two beds available for youth, located in Rockwood/Gresham.
  - **Jeff and Darci Richards**  
Two-parent home in Multnomah County has two beds available for youth, located in SW Portland. This home specializes in serving youth sex offenders.
  - **Mary and Paul Senatori**  
Two-parent home in Multnomah County has one bed available for youth, located in NE Portland. This home will be available in May 2019.
  - **Jeff Dickey**  
Single-parent LGBTQ home in Multnomah County has one bed available for youth, located in SW Portland. This home will be available in May 2019.
  - **Kathy and Bill White**  
Two-parent home in Multnomah County has two beds available for youth, located in NE Portland. This home will be available June 2019.
  - **Cliff Chestnut & Luis Moyano Molina**  
Two-parent LGBTQ home of color has one bed available for respite in Multnomah County, located in NE Portland.
  - **Laura & Michael Hinds**  
Two-parent home has one bed available for respite in Multnomah County, located in SW Portland.
  - **Gesher Kitzler & Rebecca Lester**  
Two-parent home has one bed available for respite in Multnomah County, located in NE Portland.
  - **David & Tita Rannabargar**  
Two-parent home has one bed available for respite in Multnomah County, located in East Portland.
  - **Heather Cermak & Scott Jasinski**  
Two-parent home has one bed available for respite in Multnomah County, located in NE Portland. This home will be available in May 2019.
  - **Diana Nicholas & Ash Patterson**  
Two-parent home has one bed available for respite in Multnomah County, located in SE Portland. This home will be available in May 2019.
- b) **Ten (10) additional preference points shall be awarded to a provider's proposal evaluation score for being a provider who offers foster beds in Clackamas County. Please describe how your agency currently meets this preference point criteria. NOTE: For purposes of this section, "foster homes" are defined as placements that provide a family-like setting in a residential dwelling that is not congregate care.**

- **Susan Midland**

One-parent home with a supportive caregiver in Clackamas County has three beds available for youth, located in Damascus.

- **Sharon Johnson**

One parent home has one bed currently located in Washington Co but will be relocating to Milwaukie mid-May 2019.

### **5.2.5 References (0-5 Points)**

a) Provide names and contact information for at least two other agencies for which you are currently providing or have previously provided STRP services. NOTE: The requirements of 5.2.3. do not replace or nullify the provisions relating to references in Section 2.9 of this RFP.

- **Candace Johnson**, Multnomah County Juvenile Department, 1401 NE 68th Ave Portland, OR, 503.988.8960, [candace.d.johnson@multco.us](mailto:candace.d.johnson@multco.us)
- **Sara Fox**, Department of Human Services, 500 Summer St. Salem, OR 97301, 503.602.1087, [SARA.B.FOX@dhsola.state.or.us](mailto:SARA.B.FOX@dhsola.state.or.us)

### **5.3 Capacity & Fees**

Fees should be on a fixed fee basis based on the current BRS rates established by the State of Oregon, regardless of youth eligibility for BRS Funding. Please provide the following:

- a) **A statement acknowledging your willingness to abide by this fee arrangement should you be awarded a Contract under this RFP.**

We understand this contract will be on a fixed fee basis based on the BRS rates established by the State of Oregon. Boys & Girls Aid agrees to abide by this fee arrangement if awarded a contract under this RFP.

Vera Stoulil, Chief Operating Officer  
4-14-19

- b) **The maximum number of placements your organization can provide under this RFP.**

Boys & Girls Aid can provide a max of 5 placements under this RFP.

- c) **The average number of placements that your organization can support on any given day.**

Boys & Girls Aid can support a max of 6 placements on any given day under this RFP.

### **5.4 Completed Proposal Certification**





# Oregon

Kate Brown, Governor

Oregon Youth Authority  
Community Resources Unit  
530 Center St. NE Suite 200  
Salem, OR 97301  
Voice: 503.373.7595  
Fax: 1.866.603.7174  
[www.oregon.gov/OYA](http://www.oregon.gov/OYA)



January 14, 2019

Michelle Ottaviano  
Boys and Girls Aid, Step Program  
9320 SW Barbur Blvd #200,  
Portland, OR 97219

RE: BRS Compliance Review

Dear Michelle,

Thank you for your cooperation with the Behavioral Rehabilitation Services and contractual requirements review conducted on August 8, 2018. The review is a comprehensive process which includes: An assessment of staff qualifications, training, staff to youth ratios, BRS authorizations, BRS service documentation, and a thorough policy review, followed by an initial report.

BGAID submitted corrective actions for items that were found out of compliance. These corrective actions have been implemented. Attached you will find your final report which indicates that BGAID Shelter is in 100% compliance with all Behavioral Rehabilitation Services and contractual requirements at this time.

I appreciate your responsiveness and dedication to providing the best care for OYA youth. We look forward to continuing to work with you on continual quality assurance through the remainder of the biennium.

Sincerely,

Khris Ward, MA

*Khris Ward*

Community Resources Unit



# BRS Provider Review

Name of Program: BGAID Shelter  
 Date: April 13<sup>th</sup> and 14<sup>th</sup>, 2016  
 Reviewer(s): Khris Ward & Monica Moran

The Department of Human Services and Oregon Youth Authority monitor, review, and evaluate Behavior Rehabilitation Services being offered by BRS Contractors for compliance with Oregon Administrative Rule and individual Agency contracts.

Compliance in each area is determined by means of a thorough review of files, including personnel, open and closed client case files, and agency policies and procedures. For each sub- item that is specifically documented in the Oregon Medicaid State Plan there is an expectation for 100% compliance. For all other sub-items a pattern of compliance is determined by demonstration of a minimum of 90% compliance. The overall domain is determined to be in compliance when every sub-item shows a pattern of compliance.

Noted below are all areas reviewed with the corresponding compliance level. As follow-up to the review, BGAID shall submit a Corrective Action Plan which details the BRS contractor's plans to achieve compliance in all areas. Where relevant, describe a system solution to remain in compliance. This plan must be written as part of this document in the areas provided. The Corrective Action Plan should be completed and submitted to Khris Ward, no later than May 12<sup>th</sup>, 2016.

<b>1. PERSONNEL/PROGRAM REQUIREMENT-OAR 410-170-0030</b>	<b>Action Completed</b>
<b>Standard: Program staff members meet BRS position requirements for education and experience.</b>	
<b>Standard: Position Descriptions describe the duties and qualifications for each BRS position.</b>	
1.1 Program Coordinator credentials	<b>In Compliance</b>
1.2 Program Coordinator position	<b>In Compliance</b>
1.3 Social Service Staff credentials	<b>In Compliance</b>
1.4 Social Service position	<b>In Compliance</b>
1.5 Direct Care Staff credentials	<b>In Compliance</b>
1.6 Direct Care Staff position	<b>In Compliance</b>
1.7 Criminal History Checks	<b>Pattern of Compliance</b>
1.8 All staff who work directly with BRS clients training – 28 hours within 30 days including:	<b>Action Completed</b>
BRS Service Documentation	<b>Action Completed</b>
Mandatory Reporting of Child Abuse	<b>Pattern of Compliance</b>
Program Policies and Expectations	<b>Pattern of Compliance</b>
Gender- and cultural-specific services	<b>Pattern of Compliance</b>
Behavior and crisis management	<b>Pattern of Compliance</b>
Medication administration	<b>Pattern of Compliance</b>
Discipline and restraint policies	<b>Pattern of Compliance</b>
Suicide prevention	<b>Action Completed</b>
1.9 Receive 16 hours of training annually which must include:	<b>Action Completed</b>
Skills-training curriculum supporting evidence-based or promising practices	<b>Action Completed</b>
Other relevant subjects related to the delivery of BRS services	<b>Action Completed</b>
1.10 Comply with the provider enrollment requirement in OAR 410-120-1260	<b>Action Completed</b>

1.11 Maintains a system for immediate and on-going communication amongst program staff regarding the whereabouts, status and condition of the youth	<b>Pattern of Compliance</b>	
1.12 Direct Care Staff, Social Service Staff and Program Coordinator have and/or maintain a First Aid certification	<b>Pattern of Compliance</b>	
1.13 Direct Care Staff, Social Service Staff and Program Coordinator have and/or maintain a CPR certification	<b>Pattern of Compliance</b>	
1.14 BRS Contractor's Supervision of the Approved Provider Parent must include:		
Visits to the Provider Parent home a minimum of one time each month	<b>Pattern of Compliance</b>	
Provides 24 hour back up services I.E. on call services, consultation and direct crisis counseling	<b>Pattern of Compliance</b>	
Provides an opportunity for 48 hours of respite care per month	<b>Pattern of Compliance</b>	
<b>Review Notes:</b>		
1.10: Agency is working on obtaining an NPI #. Their previous NPI # expired. Program Coordinator and Social Service Staff all have NPI #'s. A process will need to be developed where program is checking newly hired staff against the Medicaid exclusionary list.		
1.8 : Suicide Prevention and BRS Documentation trainings were not found in initial training checklist.		
1.9: Proctor Parents: unable to determine the content of monthly trainings.		
1.9: Program staff appear to be getting 16 hours of ongoing training related to BRS service delivery.		
<b>Corrective Action Plan</b>	<b>Person Responsible</b>	<b>Due Date</b>
<p><b>1.8 :</b> Suicide Prevention Training occurs within the first 30 days of hire through our Online Training System (Relias). Although it is entered in Relias and staff are alerted to take the training we discovered it was not listed on our training checklist. BRS Documentation Training occurs within the first two weeks of hire as part of the "Program Orientation" in-person with the hiring supervisor. The agency will be developing a more clear and detailed process for tracking in person and online trainings in Relias.</p> <ul style="list-style-type: none"> <li>• We will reconfigure our training system (Relias) for tracking training to ensure that all trainings are delivered on time and tracked accurately with appropriate detail.</li> <li>• Reports will be generated by supervisors on a regular basis reflecting new hire trainings completed. All of the trainings listed above will be included in this report.</li> <li>• We will review within Relias how to improve the supervisor notification system so that supervisors consistently receive alerts for upcoming staff training due dates.</li> <li>• Shadow shifts will also be added to Relias so that training content will be reflected in Relias.</li> </ul>	Andrea Logan-Sanders, Michelle Ottaviano	8.1.16
<p><b>1.9 :</b> The Foster Care Certifier and Trainer will ensure that training titles and content are clear and descriptive. In addition, a template will be created to document training date, title, topic, and learning objectives for each training. These forms will be available for future audits.</p>	Jessica Wilson, Stacy Darden	6.1.16
<p><b>1.10 :</b> Per instruction from Leah Forsman (State of Oregon), BGA Human Resources will work with Provider Enrollment at DHS to review paperwork process, as well as requirements for checking newly hired staff against the Medicaid exclusionary list. A process will then be developed and implemented by HR.</p>	Sue Tinsman	5.10.16
<b>Follow up notes: 7/14/16 kw</b>		

- 1.10: When an NPI# enrollment/application with the State is sent to OHA (Rudy Trevino), he compares the application to the Medicaid exclusionary list.
- 1.8: BRS Service Documentation and Suicide Prevention is included in new employee orientation. This was verified through training records.
- 1.9: Training records showed that staff are getting 16 hours of on-going training.

<b>2. MINIMUM DIRECT CARE STAFFING LEVELS (0030)</b>	<b>N/A</b>	
<b>Standard: Program provides supervision consistent with the OAR 410-170-0030 for their specific level of care. (0030-b = TFC), (0030-c = Residential),</b>		
N/A		
<b>Review Notes:</b>		
<b>Corrective Action Plan</b>	<b>Person Responsible</b>	<b>Due date</b>
<b>Action plan:</b>		
<b>Follow up notes</b>		

<b>3. INTAKE PROCEDURES (0040-0050)</b>	<b>In Compliance</b>	
3.1 Admissions: Prior Authorization (0040-2)	<b>In Compliance</b>	
3.2 Admission decision is made within 5 days of receiving the referral packet. (0050-7)	<b>Pattern of Compliance</b>	
3.3 On the day that the BRS Client is physically admitted to the program, the provider will provide to the client and applicable parent, guardian or legal custodian copies of the following and maintain signed documentation that they have done so in each client's file. If the parent or guardian cannot be present provider may show documentation of forward of the policy by facsimile or mail within 48 hours. (0050-8-a)	<b>Clients Pattern of Compliance</b>	
	<b>Adults Pattern of Compliance</b>	
Behavior management system policy	<b>Pattern of Compliance</b>	
Grievance Policy	<b>Pattern of Compliance</b>	
Client and family rights	<b>Pattern of Compliance</b>	
Discharge policies	<b>Pattern of Compliance</b>	
Seclusion policy	<b>Pattern of Compliance</b>	
Suicide prevention policy and procedures	<b>Pattern of Compliance</b>	
Medication management policy	<b>Pattern of Compliance</b>	
<b>Review Notes:</b>		
<b>Corrective Action Plan</b>	<b>Person Responsible</b>	<b>Due date</b>
<b>Action plan:</b>		
<b>Follow up notes</b>		

<b>4. INITIAL SERVICE PLANNING (0070-1)</b>	<b>Action Completed</b>	
4.1 ISP Completed by Social Service staff within 2 business days	<b>Action Completed</b>	
4.2 Maintain the signatures of all participants or documentation that the client, family, caseworker, social service staff and other significant persons participated in or were invited to participate in the development of the ISP	<b>Pattern of Compliance</b>	
4.3 Written approval of the ISP prior to implementation from the Caseworker and Client and as applicable the parent, guardian, or legal custodian	<b>Pattern of Compliance</b>	
4.4 ISP is individualized and developmentally appropriate	<b>Pattern of Compliance</b>	
4.5 ISP is based on a thorough assessment of the client's referral information	<b>Pattern of Compliance</b>	
4.6 ISP specifies services for first 45 days	<b>Pattern of Compliance</b>	

4.7 Plan to address specific behaviors including intervention to be used	<b>Pattern of Compliance</b>	
4.8 Plan for any overnight visits	<b>Pattern of Compliance</b>	
4.9 Anticipated discharge date	<b>Pattern of Compliance</b>	
4.10 Anticipated type of discharge placement	<b>Pattern of Compliance</b>	
4.11 A plan to address any needs identified in the referral information.	<b>Pattern of Compliance</b>	
4.12 Existing orders medications/treatments	<b>Pattern of Compliance</b>	
4.13 Any type of behavior management system that will be used as an intervention	<b>Pattern of Compliance</b>	
4.14 Specific behavior management needs	<b>Pattern of Compliance</b>	
<b>Review Notes:</b>		
<ul style="list-style-type: none"> <li>Several of the ISP's were not completed within 2 business days.</li> <li>Excellent goals and behavioral objectives.</li> <li>Individualized plans</li> </ul>		
<b>Corrective Action Plan</b>	<b>Person Responsible</b>	<b>Due Date</b>
<b>4.1:</b> Program Director will work with the Intake Coordinator to streamline Intake Process by eliminating data entry prior to transitioning referral documents over to Case Managers thus allowing for Case Managers to receive referral documents earlier for timely completion of ISP's.	Michelle Ottaviano, Karlee Brandini	6.1.16
<b>Follow up notes: 7/14/16 kw</b>		
<ul style="list-style-type: none"> <li><b>Reviewed two files that showed recent ISP's completed and sent to case worker within the required time frame</b></li> </ul>		

<b>5. ASSESSMENT AND EVALUATION REPORT AER (0070-2)</b>	<b>Action Completed</b>
5.1 Submit the complete written Assessment to the Caseworker within <b>30</b> days	<b>Action Completed</b>
5.2 Ensure that a Social Service Staff Member conducts a comprehensive assessment of the BRS Client and completes a written AER	<b>Pattern of Compliance</b>
5.3 The AER must include information with regard to the following domains:	
Legal custody and basis for custody/Offense specific	<b>Pattern of Compliance</b>
Medical (including medications & dosages)	<b>Pattern of Compliance</b>
Family including specific cultural factors	<b>Pattern of Compliance</b>
Mental Health	<b>Pattern of Compliance</b>
Alcohol and Drug	<b>Pattern of Compliance</b>
Education	<b>Pattern of Compliance</b>
Vocational (if age appropriate)	<b>Pattern of Compliance</b>
Social Living Skills	<b>Pattern of Compliance</b>
Placement planning including home visits, anticipated discharge, and placement resources.	<b>Pattern of Compliance</b>
<b>Also includes:</b>	
5.4 Reason for referral/placement (including identified problems and historical information)	<b>Pattern of Compliance</b>
5.5 Behaviors/response to current services, strengths and assets	<b>Pattern of Compliance</b>
5.6 Significant incidents and/or interventions since admission	<b>Pattern of Compliance</b>
5.7 Behavior management level needed, specifically any behavior management needs greater than usual for the program.	<b>Pattern of Compliance</b>
5.8 Identification of any service goals	<b>Pattern of Compliance</b>
5.9 Identified needs by assessment and history	<b>Pattern of Compliance</b>
<b>Review Notes:</b>	
5.1 Timeliness is the only issue.	

<b>Corrective Action Plan</b>	<b>Person Responsible</b>	<b>Due Date</b>
<b>5.1:</b> In weekly supervision Program Directors will review upcoming Assessment due dates with Case Managers to ensure that Assessments are submitted on time.	Jaycanna McVey, Michelle Ottaviano	6.1.16
<b>Follow up notes: 7/14/16 kw</b>		
<ul style="list-style-type: none"> <li>Reviewed two files that showed recent AER's completed and sent to case worker within the required time frame.</li> </ul>		

<b>6. Master Service Plan (0070-3)</b>	<b>Action Completed</b>	
6.1 Master Service Plan completed by Social Service staff within 45 days	<b>Action Completed</b>	
6.2 MSP is individualized and developmentally appropriate	<b>Pattern of Compliance</b>	
6.3 Maintain the signatures of all participants or documentation that the client, family, caseworker, social service staff and other significant persons participated in or were invited to participate in the development of the MSP	<b>Pattern of Compliance</b>	
6.4 Written approval or the updated MSP prior to implementation from the Caseworker, client and as applicable the parent, guardian, or legal custodian	<b>Pattern of Compliance</b>	
6.5 Domains with indicated need are addressed. (Refer to 5.3)	<b>Pattern of Compliance</b>	
6.6 Placement plans including home visits, anticipated discharge date and placement resources.	<b>Pattern of Compliance</b>	
6.7 Other needs identified in the AER that do not fall in one of the identified domains.	<b>Pattern of Compliance</b>	
6.8 Completion criteria individualized for each client.	<b>Pattern of Compliance</b>	
6.9 Specifically stated and prioritized service goal(s). (Describe youth's desired accomplishment in the domain upon completion of program.)	<b>Pattern of Compliance</b>	
6.10 Interventions and services program will provide to address each goal, including the use of a behavior management system specific group, counseling and skill-building curriculums.	<b>Pattern of Compliance</b>	
6.11 Staff responsible for providing the identified services	<b>Pattern of Compliance</b>	
6.12 Specifically stated behavioral criteria for evaluating the achievement of goals.	<b>Pattern of Compliance</b>	
6.13 A time frame for completion of goals	<b>Pattern of Compliance</b>	
6.14 The method used to monitor progress towards completing goals and the person responsible for monitoring progress.	<b>Pattern of Compliance</b>	
6.15 Aftercare/transition goals and planning	<b>Pattern of Compliance</b>	
6.16 Description of services by other providers including needs to be addressed	<b>Pattern of Compliance</b>	
Also includes, where applicable:	<b>Pattern of Compliance</b>	
6.17 Behavior management level needed, specifically any behavior management needs greater than usual for the program.	<b>Pattern of Compliance</b>	
6.18 Planning for when overnight visits are to occur, identifying frequency, and describing how the visits relate to the BRS goals identified in the MSP. The program must make every attempt to schedule visits so that they do not conflict with services.	<b>Pattern of Compliance</b>	
<b>Review Notes:</b>		
<ul style="list-style-type: none"> <li>Some of the MSP's were not completed within 45 days</li> <li>Recommend that a space be added in the header of the report to indicate the date that the report was written.</li> </ul>		
<b>Corrective Action Plan</b>	<b>Person Responsible</b>	<b>Due Date</b>
<b>6.1:</b> In weekly supervision Program Directors will review upcoming MSP due dates to ensure timely submission. ISP & MSP Templates will be updated to include the date the report was written.	Jaycanna McVey, Michelle Ottaviano	6.1.16
<b>Follow up notes: 7/14/16 kw</b>		
<ul style="list-style-type: none"> <li>Reviewed two files that showed recent MSP's completed and sent to case worker within the required time frame.</li> </ul>		

<b>7. Master Service Plan Update/Review (0070-4)</b>		<b>N/A</b>	
7.1 Formal service plan review meetings occur at least every 90 days			
7.2 Maintain the signatures of all participants or documentation that the client, family, caseworker, social service staff and other significant persons participated in or were invited to participate in the development of the MSP update			
7.3 Written approval or the updated MSP prior to implementation from the Caseworker, client and as applicable the parent, guardian, or legal custodian			
7.4 Review documents include:			
Progress toward achievement of service goals			
Performance on the behavior management system			
Performance on any individualized plans developed to address specific behavior			
Modifications to services based on new behaviors or identified needs			
Changes in recommendations, discharge date, or transition/discharge plan			
A summary of incidents involving the Client that occurred over the last 90 days			
<b>Review Notes:</b>			
N/A: Youth are not in the shelter program long enough to require a MSP update.			
<b>Corrective Action Plan</b>		Person Responsible	Due Date
<b>Action plan:</b>			
<b>Follow up notes</b>			

<b>8. SERVICE DOCUMENTATION (0090)</b>		<b>Action Completed</b>	
8.1 Provide a combination of services necessary to comply with the clients ISP or MSP.		<b>Pattern of Compliance</b>	
8.2 Documentation included		<b>Pattern of Compliance</b>	
Name of Client		<b>Pattern of Compliance</b>	
Date of service		<b>Pattern of Compliance</b>	
Name and position of the staff member providing the service		<b>Pattern of Compliance</b>	
Length of time staff spent providing the service to the client		<b>Pattern of Compliance</b>	
Description of the service being provided		<b>Pattern of Compliance</b>	
Description of the clients participation in the service		<b>Pattern of Compliance</b>	
8.3 Written weekly record in each client's file with a total number of service hours provided each day to the client and a breakdown of the number of hours spent providing each particular type of service (i.e., Crisis counseling, individual and group counseling, parent training, skills training)		<b>Pattern of Compliance</b>	
8.4 Social service staff review the documentation each week for quality, content and appropriateness with the client's ISP or MSP.		<b>Pattern of Compliance</b>	
8.5 <b>Shelter Care</b> - 6 hours of services are available to each client each week. To include: Crisis Counseling, Individual Counseling, Group Counseling, Milieu Therapy, Parent Training, Skills Training		<b>Action Completed</b>	
8.6 1 hour individual counseling/skill training per week provided by Social Service staff.		<b>Action Completed</b>	
8.7 <b>Shleter Care</b> - 5 hours of any combination of individual or group counseling, crisis counseling, skills training or parent training.		<b>Pattern of Compliance</b>	
<b>Review Notes:</b>			
<ul style="list-style-type: none"> <li>Type of intervention is not always being filled in by foster parents.</li> <li>Some progress notes do not specify the goal associated with the intervention.</li> <li>There appears to be two different Foster Parent BRS Tracking Logs. The one with the 9 objectives from the service plan better meets rule requirements.</li> <li>Foster parent notes: The duration of the interventions appear to be appropriate.</li> </ul>			

- An hour of Individual counseling/skills training is not always being documented by the social service staff each week.

Corrective Action Plan	Person Responsible	Due Date
<p><b>8.5:</b></p> <ul style="list-style-type: none"> <li>• The program will begin utilizing a new PDF form to document Foster Parent BRS notes that will require the type of intervention utilized be documented.</li> <li>• Program Directors will facilitate a training with staff to ensure a Treatment Goal is selected when documenting BRS as well as ensure added content around Goal Selection is covered during BRS training for new hires. Additionally, social service staff will ensure a goal has been selected when reviewing notes in order to provide on-going feedback to staff.</li> <li>• Our current form utilized to document Foster Parent BRS Notes is the one described above that includes Treatment Plan Objectives. This is the form that will be revised to include intervention types.</li> <li>• The new Foster Parent BRS Form will also be revised to include a drop down menu of time intervals that include 15, 30, 45, and 60 minutes that will be required upon submission.</li> <li>• Program Director will facilitate a training to roll out the revised document and process that will also include a review and clarification on BRS Documentation as well as ensure new Foster Parents are orientated to our new form and process.</li> <li>• Program Director will meet with Case Managers to clarify that agency employed Mental Health Therapists cannot meet with youth in place of the required 1 hour per week of individual counseling with the social service staff.</li> </ul>	Michelle Ottaviano	6.1.16
<b>Follow up notes</b>		

<p><b>9. INCIDENT REPORTS (0030-11-B)</b> Maintain a record of all incidents and crisis interventions including but not limited to communication outages, use of seclusion and physical restraint, a risk to the status or custody of the client or other incidents likely to cause complaints, generate safety, programmatic or other serious concerns, or come to the attention of the media, or law enforcement. All reports will contain the following</p>	<b>In Compliance</b>
9.1 Name of the client	<b>Pattern of Compliance</b>
9.2 The date, location and type of incident or crisis intervention.	<b>Pattern of Compliance</b>
9.3 The duration of any seclusions or physical restraints employed in the context of the incident.	<b>Pattern of Compliance</b>
9.4 Name of staff involved in the incident or crisis intervention, including the names of any witnesses.	<b>Pattern of Compliance</b>
9.5 Description of the incident or crisis intervention, including precipitating factors, preventative efforts employed, and description of circumstances during the incident.	<b>Pattern of Compliance</b>
9.6 Physical injuries to the client or others resulting from the incident or crisis intervention, including information regarding any follow-up medical care or treatment.	<b>Pattern of Compliance</b>

9.7 Documentation showing that any necessary reports were made to the appropriate agency, any other entity required by law to be notified, and as applicable the clients parent guardian or legal custodian.	<b>Pattern of Compliance</b>	
9.8 Documentation indication the date that a copy of the incident report was sent to the caseworker.	<b>Pattern of Compliance</b>	
9.9 Actions or interventions taken by program staff.	<b>Pattern of Compliance</b>	
9.10 Any follow-up recommendations for the client or the staff.	<b>Pattern of Compliance</b>	
9.11 Any follow-up or investigation conducted by the provider supervisory staff, DHS, OYA or other entities.	<b>Pattern of Compliance</b>	
9.12 The providers review of the incident or crisis intervention.	<b>Pattern of Compliance</b>	
<b>Review Notes:</b>		
<b>Corrective Action Plan</b>	Person Responsible	Due Date
<b>Action plan:</b>		
<b>Follow up notes</b>		

<b>10 HOME VISITS (0100-4)</b>	<b>In Compliance</b>	
<b>In order to qualify as an authorized home visit the provider must:</b>		
10.1 Ensure that the home visit is tied to the clients ISP or MSP	<b>Pattern of Compliance</b>	
10.2 Work with the family on goals for the visit and receive regular reports from the family on the client's progress while on the home visit.	<b>Pattern of Compliance</b>	
10.3. Have staff available to answer calls from the client or the client's family and to provide services to the client during the time planned for the home visit if the need arises	<b>Pattern of Compliance</b>	
10.4 Document communication with the client's family.	<b>Pattern of Compliance</b>	
10.5 Document client's progress on goals set for the home visit.	<b>Pattern of Compliance</b>	
<b>Review Notes:</b>		
<b>Corrective Action Plan</b>	Person Responsible	Due Date
<b>Action plan:</b>		
<b>Follow up notes</b>		

<b>11 POLICIES (0030-10)</b>	<b>Action Completed</b>	
11.1 Admission criteria and standards to accept a BRS client into the program.	<b>Pattern of Compliance</b>	
11.2 Staff training, including child abuse reporting.	<b>Pattern of Compliance</b>	
11.3 Reviewing referrals to the program and notification of admission decisions.	<b>Pattern of Compliance</b>	
11.4 Behavior management system policy designed to consistently encourage and positively reinforce appropriate behaviors exhibited by the clients in a non-punitive manner.	<b>Pattern of Compliance</b>	
11.5 A behavioral rehabilitation program model that uses evidence-based or promising practices whenever possible and the curriculum, policies, and procedures which implements that model.	<b>Pattern of Compliance</b>	
11.6 Client and family rights, including but not limited to the search and seizure of the clients person, property and mail; visitation and communication; and <b>discharges initiated by the client.</b>	<b>Action Completed</b>	
11.7 Grievance policy describing the process through which the client and if applicable the parent, guardian or legal custodian may present grievances to the provider about its operation and resolve issues.	<b>Pattern of Compliance</b>	
11.8 Voluntary nature of BRS with a process that allows the client to leave the program with no more than 3 business days advance notice. (0060-1-a)	<b>Pattern of Compliance</b>	
11.9 Suicide prevention policy and procedure that includes how the provider will respond in the event a youth exhibits self-injurious/self-harm or suicidal behavior. This policy must include warning signs of suicide, emergency protocol and contacts,	<b>Action Completed</b>	



and training requirements for staff, including suicide prevention training and suicide risk assessment tool training; procedures for determining implementation of additional supervision precautions and for determining removal of additional supervision precautions; suicide risk assessment procedures on the day of intake; documentation requirements for suicide ideation, self-harm, and special observation precautions to ensure immediate communication to all staff; a process for tracking suicide behavioral patterns; and a "post-intervention" plan with identified resources.	
11.10 Seclusion and Physical restraint policy that describes when such interventions may be used in compliance with applicable federal and state laws and regulations. It must be clear in the policy that if the restraint or seclusion are to be used as a intervention of last resort, it must describe how and by whom staff are trained and monitored in approved techniques.	<b>Pattern of Compliance</b>
11.11 Medication management policy that describes how and where medications are stored, how a client will be notified of their right to refuse medication, and that the provider will notify the JPPO/ Caseworker if the client refuses prescribed medications for more than 7 days or refuses a medication that has been identified by any LPHA as requiring an immediate report for health care reasons.	<b>Pattern of Compliance</b>
11.12 Quality Improvement policy and procedures that monitor the operation of the program to ensure compliance with all applicable laws and regulations, including but not limited to tracking of service hours, monitoring the timeliness or reporting requirements, and monitoring the quality of service delivery.	<b>Pattern of Compliance</b>
<b>Review Notes:</b> <ul style="list-style-type: none"> <li>11.6: There is currently a discharge procedure However, please add language about client's right to voluntarily discharge from the program in the client and family rights policy.</li> <li>11.9: Add a post-intervention plan with identified resources to your suicide prevention policy.</li> </ul>	
<b>Corrective Action Plan</b>	<b>Person Responsible</b> <b>Due Date</b>
<b>11.6:</b> Program Director will update our policy with language to include the client's right to voluntary discharge from the program. The policy will also be revised to include content on our Discharge Form filled out by youth that includes the procedure.	Michelle Ottaviano, Jaycanna McVey  7.1.16
<b>11.9:</b> Quality Director will update our Suicide Prevention Policy to include a Post Intervention Plan with identified resources and then Program Directors will communicate changes in policy to program staff.	Karen Pomerantz, Michelle Ottaviano, Jaycanna McVey  8.1.16
<b>Follow up notes: 7/14/16 kw</b> <ul style="list-style-type: none"> <li><b>11.6: Client and family rights policy now includes the right to voluntarily discharge from the program.</b></li> <li><b>11.9: Suicide prevention policy now includes a post intervention plan.</b></li> </ul>	

<b>12. PHYSICAL FACILITY (0030-9)</b>	<b>In Compliance</b>
12.1 The environment is suitable for treatment of BRS clients	<b>Pattern of Compliance</b>
12.2 Meets all applicable safety, health, and general environmental standards required for a community residential or home setting.	<b>Pattern of Compliance</b>
12.3 Provide separate bedrooms for clients 18 and older from those 18 and younger unless there is written approval from Licensing and Agency.	<b>Pattern of Compliance</b>
12.4 Provide separate bedrooms for BRS clients who have inappropriate sexual behaviors identified in their service plan from those who do not.	<b>Pattern of Compliance</b>
12.5 Provide that BRS clients who have inappropriate sexual behaviors identified in their service plan occupy a bedroom either individually or in a group of 3.	<b>Pattern of Compliance</b>
12.6 Provide separate bedrooms for clients and other members of the household.	<b>Pattern of Compliance</b>
12.7 Provide separate bedrooms for male and female clients	<b>Pattern of Compliance</b>

12.8 Provide physical separation of clients served in BRS program from person housed in detention facility or youth correction facility.	<b>Not Applicable</b>	
<b>Review Notes:</b>		
<b>Corrective Action Plan</b>	Person Responsible	Due Date
<b>Action plan:</b>		
<b>Follow up notes</b>		

<b>13. PLACEMENT RELATED ACTIVITIES 0100</b>	<b>In Compliance</b>	
13.1 Transportation: A system in place for the following Placement Related Activities i.e. attend school, medical, dental and therapeutic appointments, recreational and community activities, places of employment and shopping for incidental items	<b>Pattern of Compliance</b>	
13.2 Educational and vocational activities: Provider must have a system in place to meet the educational and vocational needs of the BRS client.	<b>Pattern of Compliance</b>	
13.3 Recreational, Social and Cultural activities: Provider must have a system in place to provide recreation time on a daily basis to include community opportunities at least 1 time per week.		
13.4 Documentation included:		
Type of activity	<b>Pattern of Compliance</b>	
Date activity occurred	<b>Pattern of Compliance</b>	
At least 1 activity per week in the community	<b>Pattern of Compliance</b>	
13.5 Academic Assistance	<b>Pattern of Compliance</b>	
13.6 Documentation of physical exam completed within 30 days of placement, if applicable.	<b>Pattern of Compliance</b>	
<b>Review Notes:</b>		
<b>Corrective Action Plan</b>	Person Responsible	Due Date
<b>Action plan:</b>		
<b>Follow up notes</b>		

**Summary:** The STEP program is in compliance in 5 out of the 11 areas reviewed. Most of the areas require only minimal changes to forms or process to achieve compliance. Other areas, we understand will take some time for corrective action plans to be implemented and take effect. Your Compliance Specialist will be following up on each item in its respective timeline. It is expected that you complete the corrective action portion of this report and return it to Khris Ward by May 12<sup>th</sup>. Again thank you for your cooperation during the review process and your swift response in coming into full compliance.

Client's Initials	Social Service Staff	Open / Closed
EC	LM	<b>Closed</b>
JH	LM	<b>Open</b>
BS	LM	<b>Open</b>
CC	CF	<b>Open</b>
AW	AK	<b>Closed</b>
JM	LM	<b>Closed</b>
ER	LM	<b>Closed</b>
OL	CF	<b>Closed</b>
DH	LM	<b>Closed</b>

**BRS REVIEW CHECKLIST (actual dates are required)**

**Date of preparation material sent: KW**

**Date of review: 4/14/2016, KW**

**Date of report: 4/28/2016, KW**

**Date Corrective action plan received: 5/12/2016, KW**

**First Follow-up: 6/1/2016, KW**

**Second Follow-up: 7/14/2016, KW**

**Report Finalized: 7/29/2016, KW**

# BRS Provider Review

Name of Program: *BGAID Shelter*

Date: 08/08/2018

Reviewer(s): Khris Ward, Monica Moran, Eric Barrera

**Introduction:**

The Department of Human Services and Oregon Youth Authority monitor, review, and evaluate Behavior Rehabilitation Services being offered by BRS Contractors for compliance with Oregon Administrative Rule and individual Agency contracts.

Compliance in each area is determined by means of a thorough review of files, including personnel, open and closed client case files, and agency policies and procedures. For each sub- item that is specifically documented in the Oregon Medicaid State Plan there is an expectation for 100% compliance. For all other sub-items a pattern of compliance is determined by demonstration of a minimum of 90% compliance. The overall domain is determined to be in compliance when every sub-item shows a pattern of compliance.

Noted below are all areas reviewed with the corresponding compliance level. As follow-up to the review, BGAID shall submit a Corrective Action Plan which details the BRS contractors plans to achieve compliance in all areas. Where relevant, describe a system solution to remain in compliance. This plan must be written as part of this document in the areas provided. The Corrective Action Plan should be completed and submitted to Khris Ward, no later than 8/23/18.

<b>1. PERSONNEL/PROGRAM REQUIREMENT-OAR 410-170-0030</b>	<b>Action Completed</b>
<b>Standard: Program staff members meet BRS position requirements for education and experience.</b>	
<b>Standard: Position Descriptions describe the duties and qualifications for each BRS position.</b>	
1.1 Program Coordinator credentials	In Compliance
1.2 Program Coordinator position	In Compliance
1.3 Social Service Staff credentials	In Compliance
1.4 Social Service position	In Compliance
1.5 Direct Care Staff credentials	In Compliance
1.6 Direct Care Staff position	In Compliance
1.7 Criminal History Checks	Pattern of Compliance
1.8 All staff who work directly with BRS clients training – 28 hours within 30 days including:	<b>Action Completed</b>
BRS Service Documentation	Pattern of Compliance
Mandatory Reporting of Child Abuse	Pattern of Compliance
Program Policies and Expectations	Pattern of Compliance
Gender- and cultural-specific services	Pattern of Compliance
Behavior and crisis management	Pattern of Compliance
Medication administration	Pattern of Compliance
Discipline and restraint policies	Pattern of Compliance
Suicide prevention	Pattern of Compliance
1.9 Receive 16 hours of training annually which must include:	<b>Action Completed</b>
Skills-training curriculum supporting evidence-based or promising practices	Pattern of Compliance
Other relevant subjects related to the delivery of BRS services	Pattern of Compliance
1.10 Comply with the provider enrollment requirement in OAR 410-120-1260	In Compliance

1.11 Maintains a system for immediate and on-going communication amongst program staff regarding the whereabouts, status and condition of the youth	<b>Pattern of Compliance</b>	
1.12 Direct Care Staff, Social Service Staff and Program Coordinator have and/or maintain a First Aid certification	<b>Pattern of Compliance</b>	
1.13 Direct Care Staff, Social Service Staff and Program Coordinator have and/or maintain a CPR certification	<b>Pattern of Compliance</b>	
1.14 BRS Contractor's Supervision of the Approved Provider Parent must include:		
Visits to the Provider Parent home a minimum of one time each month	<b>Pattern of Compliance</b>	
Provides 24 hour back up services I.E. on call services, consultation and direct crisis counseling	<b>Pattern of Compliance</b>	
Provides an opportunity for 48 hours of respite care per month	<b>Pattern of Compliance</b>	
<b>Review Notes:</b>		
<ul style="list-style-type: none"> <li>one staff that we reviewed had all the initial training requirements, and some of the trainings were beyond the first 30-days.</li> <li>two out of the seven staff reviewed met the ongoing annual training requirements.</li> </ul>		
<b>Corrective Action Plan:</b>		
1.8 : Program Director's will ensure all new hires complete the required trainings within 30 days. A training report will be pulled prior to the staff picking up shifts to ensure training completion. This will be added to the program orientation checklist.	Person Responsible Sam Wise, Nicole Laliberte, Karlee Brandini, Michelle Ottaviano	Due date 10/1/18
1.9 : The leadership team will review the process for documenting individual program trainings as well as outside trainings at the next Director/Coordinator meeting on 9/13/18 to ensure they are captured in our Relias Training system. Additionally, beginning next fiscal year (October 1, 2018) the agency will be adding a Training Specialist that will oversee the agency's trainings for staff and foster parents.		
<b>Action plan:</b>		
<b>Follow up notes (if needed):</b> Reviewed updated training logs. kw		


<b>2. MINIMUM DIRECT CARE STAFFING LEVELS (0030)</b>	<b>In Compliance</b>	
<b>Standard: Program provides supervision consistent with the OAR 410-170-0030 for their specific level of care.</b> (0030-b = TFC), (0030-c = Residential),		
N/A Proctor Program		
<b>Review Notes:</b>		
<b>Corrective Action Plan (To be completed by Program)</b>		
	Person Responsible	Due date
<b>Action plan:</b>		
<b>Follow up notes (if needed):</b>		

<b>3. INTAKE PROCEDURES (0040-0050)</b>	<b>In Compliance</b>	
3.1 Admissions: Prior Authorization (0040-2)	<b>In Compliance</b>	
3.2 Admission decision is made within 5 days of receiving the referral packet. (0050-7)	<b>Pattern of Compliance</b>	
3.3 On the day that the BRS Client is physically admitted to the program, the provider will provide to the client and applicable parent, guardian or legal custodian copies of the following and maintain signed documentation that they have done so in each client's file. If the parent or guardian cannot be present provider may show documentation of forward of the policy by facsimile or mail within 48 hours. (0050-8-a)	<b>Clients Pattern of Compliance</b>	
	<b>Adults Pattern of Compliance</b>	
Behavior management system policy	<b>Pattern of Compliance</b>	
Grievance Policy	<b>Pattern of Compliance</b>	
Client and family rights	<b>Pattern of Compliance</b>	
Discharge policies	<b>Pattern of Compliance</b>	


Seclusion policy	<b>Pattern of Compliance</b>	
Suicide prevention policy and procedures	<b>Pattern of Compliance</b>	
Medication management policy	<b>Pattern of Compliance</b>	
<b>Review Notes:</b>		
<b>Corrective Action Plan (To be completed by Program)</b>	Person Responsible	Due date
<b>Action plan:</b>		
<b>Follow up notes (if needed):</b>		

<b>4. INITIAL SERVICE PLANNING (0070-1)</b>	<b>In Compliance</b>	
4.1 ISP Completed by Social Service staff within 2 business days	<b>Pattern of Compliance</b>	
4.2 Maintain the signatures of all participants or documentation that the client, family, caseworker, social service staff and other significant persons participated in or were invited to participate in the development of the ISP	<b>Pattern of Compliance</b>	
4.3 Written approval of the ISP prior to implementation from the Caseworker and Client and as applicable the parent, guardian, or legal custodian	<b>Pattern of Compliance</b>	
4.4 ISP is individualized and developmentally appropriate	<b>Pattern of Compliance</b>	
4.5 ISP is based on a thorough assessment of the client's referral information	<b>Pattern of Compliance</b>	
4.6 ISP specifies services for first 45 days	<b>Pattern of Compliance</b>	
4.7 Plan to address specific behaviors including intervention to be used	<b>Pattern of Compliance</b>	
4.8 Plan for any overnight visits	<b>Pattern of Compliance</b>	
4.9 Anticipated discharge date	<b>Pattern of Compliance</b>	
4.10 Anticipated type of discharge placement	<b>Pattern of Compliance</b>	
4.11 A plan to address any needs identified in the referral information.	<b>Pattern of Compliance</b>	
4.12 Existing orders medications/treatments	<b>Pattern of Compliance</b>	
4.13 Any type of behavior management system that will be used as an intervention	<b>Pattern of Compliance</b>	
4.14 Specific behavior management needs	<b>Pattern of Compliance</b>	
<b>Review Notes:</b>		
<ul style="list-style-type: none"> <li>Quality of ISP goals are good for Annex but Seneca's goals were generic and not very detailed.</li> </ul>		
<b>Corrective Action Plan (To be completed by Program)</b>	Person Responsible	Due Date
<b>Action plan:</b>		
<b>Follow up notes (if needed):</b>		

<b>5. ASSESSMENT AND EVALUATION REPORT AER (0070-2)</b>	<b>In Compliance</b>	
5.1 Submit the complete written Assessment to the Caseworker within <b>30</b> days	<b>Pattern of Compliance</b>	
5.2 Ensure that a Social Service Staff Member conducts a comprehensive assessment of the BRS Client and completes a written AER	<b>Pattern of Compliance</b>	
5.3 The AER must include information with regard to the following domains:		
Legal custody and basis for custody/Offense specific	<b>Pattern of Compliance</b>	
Medical (including medications & dosages)	<b>Pattern of Compliance</b>	
Family including specific cultural factors	<b>Pattern of Compliance</b>	
Mental Health	<b>Pattern of Compliance</b>	
Alcohol and Drug	<b>Pattern of Compliance</b>	
Education	<b>Pattern of Compliance</b>	
Vocational (if age appropriate)	<b>Pattern of Compliance</b>	


Social Living Skills	<b>Pattern of Compliance</b>	
Placement planning including home visits, anticipated discharge, and placement resources.	<b>Pattern of Compliance</b>	
<b>Also includes:</b>		
5.4 Reason for referral/placement (including identified problems and historical information)	<b>Pattern of Compliance</b>	
5.5 Behaviors/response to current services, strengths and assets	<b>Pattern of Compliance</b>	
5.6 Significant incidents and/or interventions since admission	<b>Observation</b>	
5.7 Behavior management level needed, specifically any behavior management needs greater than usual for the program.	<b>Pattern of Compliance</b>	
5.8 Identification of any service goals	<b>Pattern of Compliance</b>	
5.9 Identified needs by assessment and history	<b>Pattern of Compliance</b>	
<b>Review Notes:</b>		
<ul style="list-style-type: none"> <li>Excellent and comprehensive assessments!</li> </ul>		
<b>Corrective Action Plan:</b>		Person Responsible
 <p>CNA Training Template.docx</p> <p>A prompt has been added to the CNA template and the Training Template has been updated.</p>		Due Date
<b>Action plan:</b>		
<b>Follow up notes (if needed):</b>		

<b>6. Master Service Plan (0070-3)</b>	<b>Action Completed</b>
6.1 Master Service Plan completed by Social Service staff within 45 days	<b>Pattern of Compliance</b>
6.2 MSP is individualized and developmentally appropriate	<b>Pattern of Compliance</b>
6.3 Maintain the signatures of all participants or documentation that the client, family, caseworker, social service staff and other significant persons participated in or were invited to participate in the development of the MSP	<b>Pattern of Compliance</b>
6.4 Written approval or the updated MSP prior to implementation from the Caseworker, client and as applicable the parent, guardian, or legal custodian	<b>Pattern of Compliance</b>
6.5 Domains with indicated need are addressed. (Refer to 5.3)	<b>Pattern of Compliance</b>
6.6 Placement plans including home visits, anticipated discharge date and placement resources.	<b>Pattern of Compliance</b>
6.7 Other needs identified in the AER that do not fall in one of the identified domains.	<b>Pattern of Compliance</b>
6.8 Completion criteria individualized for each client.	<b>Pattern of Compliance</b>
6.9 Specifically stated and prioritized service goal(s). ( <i>Describe youth's desired accomplishment in the domain upon completion of program.</i> )	<b>Action Completed</b>
6.10 Interventions and services program will provide to address each goal, including the use of a behavior management system specific group, counseling and skill-building curriculums.	<b>Pattern of Compliance</b>
6.11 Staff responsible for providing the identified services	<b>Pattern of Compliance</b>
6.12 Specifically stated behavioral criteria for evaluating the achievement of goals.	<b>Pattern of Compliance</b>
6.13 A time frame for completion of goals	<b>Pattern of Compliance</b>
6.14 The method used to monitor progress towards completing goals and the person responsible for monitoring progress.	<b>Pattern of Compliance</b>


6.15 Aftercare/transition goals and planning	<b>Action Completed</b>	
6.16 Description of services by other providers including needs to be addressed	<b>Pattern of Compliance</b>	
Also includes, where applicable:		
6.17 Behavior management level needed, specifically any behavior management needs greater than usual for the program.	<b>Pattern of Compliance</b>	
6.18 Planning for when overnight visits are to occur, identifying frequency, and describing how the visits relate to the BRS goals identified in the MSP. The program must make every attempt to schedule visits so that they do not conflict with services.	<b>Pattern of Compliance</b>	
<b>Review Notes:</b>		
<ul style="list-style-type: none"> <li>The success of BRS compliance begins with clear, measurable goals. It appears that the Annex staff may have a better grasp on goal writing than Seneca staff.</li> <li>Transition/aftercare planning is brief and needs to be more detailed.</li> </ul>		
<b>Corrective Action Plan</b>		
 Service Plan Training Template.docx  6.9, 6.15: We will facilitate a training for all Case Managers and Program Director's on Service Plan Development/Review and Documentation on 9/6/18. A training on Service Plan Development & Review will be created and added to our Relias training system and assigned to new Case Managers and Program Directors. The training will be a two-part training that will occur online and in person with the supervisor. Program Director's will also begin requiring Case Managers to bring MSP's to weekly supervision meetings for review.	Person Responsible Sam Wise Nicole Laliberte Michelle Ottaviano	Due Date 10/1/18
<b>Action plan:</b>		
<b>Follow up notes</b> (if needed): 1/14/19 – reviewed Master Service Plan. Goals are excellent and transition/aftercare planning is detailed. kw		

<b>7. Master Service Plan Update/Review (0070-4)</b>		<b>In Compliance</b>
7.1 Formal service plan review meetings occur at least every 90 days	<b>Pattern of Compliance</b>	
7.2 Maintain the signatures of all participants or documentation that the client, family, caseworker, social service staff and other significant persons participated in or were invited to participate in the development of the MSP update	<b>Pattern of Compliance</b>	
7.3 Written approval or the updated MSP prior to implementation from the Caseworker, client and as applicable the parent, guardian, or legal custodian	<b>Pattern of Compliance</b>	
<b>7.4 Review documents include:</b>	<b>Action Completed</b>	
Progress toward achievement of service goals	<b>Pattern of Compliance</b>	
Performance on the behavior management system	<b>Action Completed</b>	
Performance on any individualized plans developed to address specific behavior	<b>Pattern of Compliance</b>	
Modifications to services based on new behaviors or identified needs	<b>Action Completed</b>	
Changes in recommendations, discharge date, or transition/discharge plan	<b>Pattern of Compliance</b>	
A summary of incidents involving the Client that occurred over the last 90 days	<b>ACTION REQUIRED</b>	
<b>Review Notes:</b>		
<ul style="list-style-type: none"> <li>We couldn't verify the youth's performance on the level system on the update/review documents.</li> <li>We weren't seeing modifications of the goals based on the youth's goal completion.</li> </ul>		
<b>Corrective Action Plan</b>		
	Person Responsible Sam Wise Nicole Laliberte	Due Date 10/1/18



 <p>MSP Template.docx</p> <p>7.4: Prompts have been added to the MSP template to prompt case managers to review performance on the behavioral management system and list out incidents that have happened since the previous review. The training template has been updated to ensure Case Managers are trained on modifications to services based on new behaviors or identified needs. We will be facilitating a training on Service Plan Development/Review &amp; Documentation on September 6th w/ Program Directors &amp; Case Managers. This training will then be added to our Relias Training system for new hires.</p>	Michelle Ottaviano	
<p><b>Action plan:</b></p>		
<p><b>Follow up notes</b> (if needed): 1/14/19 - Reviewed an MSP Update that met all requirements. kw.</p>		

<p><b>8. SERVICE DOCUMENTATION (0090)</b></p>	<p><b>Action Completed</b></p>	
<p>8.1 Provide a combination of services necessary to comply with the clients ISP or MSP.</p>	<p><b>Pattern of Compliance</b></p>	
<p>8.2 Documentation included</p>		
<p style="text-align: right;">Name of Client</p>	<p><b>Pattern of Compliance</b></p>	
<p style="text-align: right;">Date of service</p>	<p><b>Pattern of Compliance</b></p>	
<p style="text-align: right;">Name and position of the staff member providing the service</p>	<p><b>Action Completed</b></p>	
<p style="text-align: right;">Length of time staff spent providing the service to the client</p>	<p><b>Pattern of Compliance</b></p>	
<p style="text-align: right;">Description of the service being provided</p>	<p><b>Pattern of Compliance</b></p>	
<p style="text-align: right;">Description of the clients participation in the service</p>	<p><b>Pattern of Compliance</b></p>	
<p>8.3 Written weekly record in each client's file with a total number of service hours provided each day to the client and a breakdown of the number of hours spent providing each particular type of service (i.e., Crisis counseling, individual and group counseling, parent training, skills training)</p>	<p><b>Pattern of Compliance</b></p>	
<p>8.4 Social service staff review the documentation each week for quality, content and appropriateness with the client's ISP or MSP.</p>	<p><b>Action Completed</b></p>	
<p>8.5 <b>Shelter Care</b> - 6 hours of services are available to each client each week. To include: Crisis Counseling, Individual Counseling, Group Counseling, Milieu Therapy, Parent Training, Skills Training</p>	<p><b>Action Completed</b></p>	
<p>8.6 1 hour individual counseling/skill training per week provided by Social Service staff.</p>	<p><b>Pattern of Compliance</b></p>	
<p>8.7 <b>Shleter Care</b> - 5 hours of any combination of individual or group counseling, crisis counseling, skills training or parent training.</p>	<p><b>Action Completed</b></p>	
<p><b>Review Notes:</b></p> <ul style="list-style-type: none"> <li>We recommend making the staff's position a required field.</li> <li>We found that 1 hour of individual counseling/skill training was consistently provided per week. We did not consistently see countable notes documenting a combination of ind/group notes. It should be noted that the quality of the goals are making it difficult for staff to provide and document services that meet BRS requirements.</li> <li>Goal setting group is not consistently countable as documented right now. Trying to document these types of groups is a common pitfall. We recommend using evidence based/informed curriculum to guide group interventions.</li> <li>Some notes read more like a behavior log than a BRS intervention, which may be an unintended result of the SIR format. It is easy for staff to focus their documentation on the situation/behavior and not adequately document the intervention that was provided.</li> </ul>		
<p><b>Corrective Action Plan</b></p>	<p>Person Responsible</p> <p>Karen Pomerantz, Nicole Laliberte, Sam Wise,</p>	<p>Due Date</p> <p>10/17/18</p>

 <p>Behavioral Rehabilitation Service</p> <p>8.2: We will modify our client database to make "Name" and "Position" required fields.</p> <p>8.4 : Program Director's will add a prompt to the weekly staff meeting agenda to ensure BRS notes are submitted to Case Manager's by Milieu Counselor's during staff meeting then reviewed promptly following staff meeting.</p> <p>8.5 : We will facilitate a BRS Documentation training on October 16th as part of our Monthly Foster Parent Trainings. We will also convert our Foster Parent BRS training into a two-part training that will occur both pre and post certification.</p> <p>8.7: A BRS Documentation Training will be facilitated by Program Directors for staff on September 12th during Team Meetings. We will convert our online BRS training into a two-part training for new hires, so they receive in-person training with the supervisor in addition to online training. Lastly, we will add instructions directly in the BRS case note within the client database to prompt staff to utilize language that aligns with BRS.</p>	<p>Karlee Brandini, Michelle Ottaviano</p>	
<p><b>Action plan:</b></p>		
<p><b>Follow up notes</b> (if needed):</p>		

<p><b>9. INCIDENT REPORTS (0030-11-B)</b> Maintain a record of all incidents and crisis interventions including but not limited to communication outages, use of seclusion and physical restraint, a risk to the status or custody of the client or other incidents likely to cause complaints, generate safety, programmatic or other serious concerns, or come to the attention of the media, or law enforcement. All reports will contain the following</p>	<p><b>In Compliance</b></p>	
<p>9.1 Name of the client</p>	<p><b>Pattern of Compliance</b></p>	
<p>9.2 The date, location and type of incident or crisis intervention.</p>	<p><b>Pattern of Compliance</b></p>	
<p>9.3 The duration of any seclusions or physical restraints employed in the context of the incident.</p>	<p><b>Pattern of Compliance</b></p>	
<p>9.4 Name of staff involved in the incident or crisis intervention, including the names of any witnesses.</p>	<p><b>Pattern of Compliance</b></p>	
<p>9.5 Description of the incident or crisis intervention, including precipitating factors, preventative efforts employed, and description of circumstances during the incident.</p>	<p><b>Pattern of Compliance</b></p>	
<p>9.6 Physical injuries to the client or others resulting from the incident or crisis intervention, including information regarding any follow-up medical care or treatment.</p>	<p><b>Pattern of Compliance</b></p>	
<p>9.7 Documentation showing that any necessary reports were made to the appropriate agency, any other entity required by law to be notified, and as applicable the clients parent guardian or legal custodian.</p>	<p><b>Pattern of Compliance</b></p>	
<p>9.8 Documentation indication the date that a copy of the incident report was sent to the caseworker.</p>	<p><b>Pattern of Compliance</b></p>	
<p>9.9 Actions or interventions taken by program staff.</p>	<p><b>Pattern of Compliance</b></p>	
<p>9.10 Any follow-up recommendations for the client or the staff.</p>	<p><b>Pattern of Compliance</b></p>	
<p>9.11 Any follow-up or investigation conducted by the provider supervisory staff, DHS, OYA or other entities.</p>	<p><b>Pattern of Compliance</b></p>	
<p>9.12 The providers review of the incident or crisis intervention.</p>	<p><b>Pattern of Compliance</b></p>	
<p><b>Review Notes:</b></p>		
<p><b>Corrective Action Plan</b> (To be completed by Program)</p>	<p>Person Responsible</p>	<p>Due Date</p>
<p><b>Action plan:</b></p>		
<p><b>Follow up notes</b> (if needed):</p>		

<b>10 HOME VISITS (0100-4)</b>	<b>In Compliance</b>	
<b>In order to qualify as an authorized home visit the provider must:</b>		
10.1 Ensure that the home visit is tied to the clients ISP or MSP	<b>Pattern of Compliance</b>	
10.2 Work with the family on goals for the visit and receive regular reports from the family on the client's progress while on the home visit.	<b>Pattern of Compliance</b>	
10.3. Have staff available to answer calls from the client or the client's family and to provide services to the client during the time planned for the home visit if the need arises	<b>Pattern of Compliance</b>	
10.4 Document communication with the client's family.	<b>Pattern of Compliance</b>	
10.5 Document client's progress on goals set for the home visit.	<b>Pattern of Compliance</b>	
<b>Review Notes:</b>		
<ul style="list-style-type: none"> <li>Home visit forms were consistently found in the files and included the required information.</li> </ul>		
<b>Corrective Action Plan (To be completed by Program)</b>	Person Responsible	Due Date
<b>Action plan:</b>		
<b>Follow up notes (if needed):</b>		

<b>11 POLICIES (0030-10)</b>	<b>In Compliance</b>	
11.1 Admission criteria and standards to accept a BRS client into the program.	<b>Pattern of Compliance</b>	
11.2 Staff training, including child abuse reporting.	<b>Pattern of Compliance</b>	
11.3 Reviewing referrals to the program and notification of admission decisions.	<b>Pattern of Compliance</b>	
11.4 Behavior management system policy designed to consistently encourage and positively reinforce appropriate behaviors exhibited by the clients in a non-punitive manner.	<b>Pattern of Compliance</b>	
11.5 A behavioral rehabilitation program model that uses evidence-based or promising practices whenever possible and the curriculum, policies, and procedures which implements that model.	<b>Pattern of Compliance</b>	
11.6 Client and family rights, including but not limited to the search and seizure of the clients person, property and mail; visitation and communication; and discharges initiated by the client.	<b>Pattern of Compliance</b>	
11.7 Grievance policy describing the process through which the client and if applicable the parent, guardian or legal custodian may present grievances to the provider about its operation and resolve issues.	<b>Pattern of Compliance</b>	
11.8 Voluntary nature of BRS with a process that allows the client to leave the program with no more than 3 business days advance notice. (0060-1-a)	<b>Pattern of Compliance</b>	
11.9 Suicide prevention policy and procedure that includes how the provider will respond in the event a youth exhibits self-injurious/self-harm or suicidal behavior. This policy must include warning signs of suicide, emergency protocol and contacts, and training requirements for staff, including suicide prevention training and suicide risk assessment tool training; procedures for determining implementation of additional supervision precautions and for determining removal of additional supervision precautions; suicide risk assessment procedures on the day of intake; documentation requirements for suicide ideation, self-harm, and special observation precautions to ensure immediate communication to all staff; a process for tracking suicide behavioral patterns; and a "post-intervention" plan with identified resources.	<b>Pattern of Compliance</b>	
11.10 Seclusion and Physical restraint policy that describes when such interventions may be used in compliance with applicable federal and state laws and regulations. It must be clear in the policy that if the restraint or seclusion are to be used as a intervention of last resort, it must describe how and by whom staff are trained and monitored in approved techniques.	<b>Pattern of Compliance</b>	
11.11 Medication management policy that describes how and where medications are stored, how a client will be notified of their right to refuse medication, and that the provider will notify the JPPO/ Caseworker if the client refuses prescribed medications for more than 7 days or refuses a medication that has been identified by any LPHA as requiring an immediate report for health care reasons.	<b>Pattern of Compliance</b>	

11.12 Quality Improvement policy and procedures that monitor the operation of the program to ensure compliance with all applicable laws and regulations, including but not limited to tracking of service hours, monitoring the timeliness or reporting requirements, and monitoring the quality of service delivery.	<b>Pattern of Compliance</b>	
<b>Review Notes:</b>		
<ul style="list-style-type: none"> <li>Policies were comprehensive and included the required information.</li> </ul>		
<b>Corrective Action Plan (To be completed by Program)</b>	Person Responsible	Due Date
<b>Action plan:</b>		
<b>Follow up notes (if needed):</b>		

<b>12. PHYSICAL FACILITY (0030-9)</b>	<b>In Compliance</b>	
12.1 The environment is suitable for treatment of BRS clients	<b>Pattern of Compliance</b>	
12.2 Meets all applicable safety, health, and general environmental standards required for a community residential or home setting.	<b>Pattern of Compliance</b>	
12.3 Provide separate bedrooms for clients 18 and older from those 18 and younger unless there is written approval from Licensing and Agency.	<b>Pattern of Compliance</b>	
12.4 Provide separate bedrooms for BRS clients who have inappropriate sexual behaviors identified in their service plan from those who do not.	<b>Pattern of Compliance</b>	
12.5 Provide that BRS clients who have inappropriate sexual behaviors identified in their service plan occupy a bedroom either individually or in a group of 3.	<b>Pattern of Compliance</b>	
12.6 Provide separate bedrooms for clients and other members of the household.	<b>Pattern of Compliance</b>	
12.7 Provide separate bedrooms for male and female clients	<b>Pattern of Compliance</b>	
12.8 Provide physical separation of clients served in BRS program from person housed in detention facility or youth correction facility.	<b>Not Applicable</b>	
<b>Review Notes:</b>		
<b>Corrective Action Plan (To be completed by Program)</b>	Person Responsible	Due Date
<b>Action plan:</b>		
<b>Follow up notes (if needed):</b>		

<b>13. PLACEMENT RELATED ACTIVITIES 0100</b>	<b>In Compliance</b>	
13.1 Transportation: A system in place for the following Placement Related Activities i.e. attend school, medical, dental and therapeutic appointments, recreational and community activities, places of employment and shopping for incidental items	<b>Pattern of Compliance</b>	
13.2 Educational and vocational activities: Provider must have a system in place to meet the educational and vocational needs of the BRS client.	<b>Pattern of Compliance</b>	
13.3 Recreational, Social and Cultural activities: Provider must have a system in place to provide recreation time on a daily basis to include community opportunities at least 1 time per week.	<b>Pattern of Compliance</b>	
13.4 Documentation included:		
Type of activity	<b>Pattern of Compliance</b>	
Date activity occurred	<b>Pattern of Compliance</b>	
At least 1 activity per week in the community	<b>Pattern of Compliance</b>	
13.5 Academic Assistance	<b>Pattern of Compliance</b>	
13.6 Documentation of physical exam completed within 30 days of placement, if applicable.	<b>Pattern of Compliance</b>	
<b>Review Notes:</b>		
<b>Corrective Action Plan (To be completed by Program)</b>	Person Responsible	Due Date
<b>Action plan:</b>		

**Follow up notes** (if needed):

**Summary:**

The BGAID program is now in compliance in 16 out of the 16 areas reviewed.

<b>FILES REVIEWED</b>		
Client's Initials	Social Service Staff	<b>Open / Closed</b>
A.H	KB	
AS	KB	
NM	TB	
BD	KM	
MC	TB	
PC	TB	
JH	KM	

**BRS REVIEW CHECKLIST (actual dates are required)**

**Date of review: 8/9/2018, KW**

**Date of report: 8/9/2018, KW**

**Date Corrective action plan received: 8/23/2018, KW**

**First Follow-up: 9/24/2018, KW**

**Second Follow-up: 12/9/2018, KW**

**Report Finalized: 1/14/2019, KW**

**DEPARTMENT OF HUMAN SERVICES**

**Children's Care Licensing Program**

**LICENSE #0044**

**CERTIFICATE OF APPROVAL TO OPERATE A CHILD CARING AGENCY**

**THIS IS TO CERTIFY THAT**

**BOYS AND GIRLS AID**

**LOCATED AT \_\_\_\_\_ 018 SW Boundary Court, Portland, Oregon 97239**

**IS AUTHORIZED UNDER PROVISIONS OF OREGON REVISED STATUTES 418.205 to 418.327 AND RELATED STATUTES TO PROVIDE THE FOLLOWING TYPES OF CHILD CARE:**

- Residential Care at 3810 SE 11th Ave, Portland, OR 97202; youth; ages 10- 20 years; capacity 10 (Seneca House)
- Homeless, Runaway, Transitional Living Shelter at 454 SE Washington Street; Hillsboro, OR 97123; youth ages 10-17 years; capacity 18. (Safe Place for Youth)
- Adoption Program at 9320 SW Barbur Boulevard, Suite 200; Portland, OR 97219
- Foster Care Program at 4434 SE 25th Avenue, Portland, OR 97202; youth ages 0-20 years
- Residential Care at 3028 SE 90th Place, Portland, OR 97266; youth ages 0-9; capacity 4 (The Nest)

**Issued: March 1, 2018**

**Revised: March 15, 2019**

**Expires: February 29, 2020**

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Ma6aer, Children's Care Licensing Program  
Department of Human Services



## Verification of Staff Education and Experience

Instructions:

- 1) You must enable the macros for this form to function properly. If you do not wish to use the macro you may proceed to the "data page" tab at the bottom of the page and complete the spread sheet there.
- 2) Click the "**Enter Staff Record**" button
- 3) Enter all the pertinent staff information in the appropriate field. For the fields with drop downs you must choose from the list of options provided.

### **BRS classification -**

**Program Coordinator** = the person responsible for supervising staff, providing overall direction to the BRS provider, planning and coordinating program activities and delivery of Service and placement related activities.

**Social Service Staff** = the person responsible for case management and the development of the ISP or MSP for the client, and for providing individual, group and family counseling and skills-training; assisting the Direct Care Staff in providing appropriate services; coordinating with other agencies and documenting treatment progress.

**Direct Care Staff** = individuals responsible for assisting Social Service Staff in providing individual and group counseling, skills-training and therapeutic interventions, and monitoring and managing the client's behavior.

For education and field of study, if other than Social Work, Psychology or Sociology please note it in the field provided.

- 4) Click the "**submit**" button.

You can check your work on the data page tab below.

**Enter Staff Record**





Name	Original Hire Date	Hire Date Current Position	Program Position Title	BRS classification	Education Level	Major	Other	Ed-verified
Katelyn MacDonald	09/13/2016	09/13/2016	Case Manager, Seneca	Social Service	BA	Biblical Studies		Yes
Lindsey Matson	07/12/2011	10/26/2014	Case Manager, STEP	Social Service	BA	Social Work		Yes
Amy Gibson	08/16/2010	09/02/2016	Case Manager, STEP	Social Service	BS	Criminology & Criminal Justice		Yes
Lauren Waits	02/28/2017	02/28/2017	Case Manager, TFC, Seneca	Social Service	BS	Human Development		Yes
Justine Kovak	07/10/2018	07/10/2018	Case Manager, TFC, Seneca	Social Service	BA	Sociology		Yes
Traci Bennett	01/23/2018	01/23/2018	STEP Case Manager	Social Service	BA	Social Work		Yes
Jessica Cyr	09/18/2015	09/16/2016	TSY Case Manager, Seneca	Social Service	BA	Holistic Psychology		Yes
Seth Kufeldt	04/21/2015	08/01/2017	Case Manager, TFC, STEP	Social Service	BS	Psychology	Economics	Yes
Amy Knutson	07/09/2013	09/26/2016	Clinical Skills Trainer, Seneca	Social Service	BA	Psychology	Criminology &	Yes
Mari McGilton	09/18/2015	07/02/2016	Counselor,Intake,Youth Support, On Call	Direct Care	BA	Psychology		Yes
Jennifer Hoskins	06/07/2016	06/07/2016	Counselor,Intake,Youth Support, On Call	Direct Care	BA	Social Sciences		Yes
Dusti Huddleston	10/25/2016	10/25/2016	Counselor,Intake,Youth Support, On Call	Direct Care	BA	Social Work		Yes
Emilytyne Carter	04/11/2017	12/04/2017	Counselor,Intake,Youth Support, On Call	Direct Care	BA	Social Work		Yes
Kelsey Pressel	01/09/2018	01/09/2018	Counselor,Intake,Youth Support, On Call	Direct Care	BA	Psychology		Yes
Carlyn Mitchell	10/24/2017	12/04/2017	Counselor,Intake,Youth Support, On Call	Direct Care	BA	Education		Yes
Megan Sherwood	02/25/2014	12/04/2017	Counselor,Intake,Youth Support, On Call	Direct Care	BS	Human Development and Family Science	Communicati	Yes
Anthony Moxley	07/02/2013	01/10/2017	Counselor,Intake,Youth Support, On Call	Direct Care	BS	Criminology & Criminal Justice		Yes
Kelerie Heiser	04/10/2018	04/10/2018	Counselor,Intake,Youth Support, On Call	Direct Care	MSW	Social Work		Yes
Sarah Campsey	01/30/2018	01/30/2018	Counselor,Intake,Youth Support, On Call	Direct Care	MSW	Social Work		Yes
Monique Munro	08/01/2017	08/01/2017	Counselor,Intake,Youth Support, On Call	Direct Care	BS	Social Service		No
Stacey Castor	07/03/2018	07/03/2018	Counselor,Intake,Youth Support, On Call	Direct Care		Doctorate Program - In Process		No
Margaret Baumgardner	3/19/2019	3/19/2019	Counselor,Intake,Youth Support, On Call	Direct Care	MSW	Social Work		Yes
Taylor Hansen	05/31/2018	05/31/2018	Counselor,Intake,Youth Support, On Call	Direct Care	BA	MSW - In Process 2nd Year		Yes
Melissa Hartman	02/07/2017	09/15/2017	Counselor,Youth Care, Overnight, Seneca	Direct Care	ASSOC	Associate of Science		Yes
Katie Skuzeski	03/29/2016	03/29/2016	Counselor,Youth Care, Overnight, Seneca	Direct Care	BA	Criminology & Criminal Justice	Law & Legal S	Yes
JaNaela Page	05/31/2016	05/31/2016	Counselor,Youth Care, Overnight, Seneca	Direct Care	BA	Early Childhood & Elementary Education		No
Lisa Cordell	11/09/2010	05/15/2018	Counselor,Youth Care, Overnight, Seneca	Direct Care	BS	Human Development		No
Peter Tissell	06/13/2017	03/16/2018	Counselor,Youth Care, STEP	Direct Care	BA	Sociology	social justice	Yes
Amos Yi	02/13/2018	03/16/2018	Counselor,Youth Care, STEP	Direct Care	BA	Social Science		Yes
Spencer Christiansen	08/15/2017	03/16/2018	Counselor,Youth Care, STEP	Direct Care	BS	Political Science	Communicati	Yes
Octavia Chambers	05/16/2017	05/16/2017	Counselor,Youth Care, STEP	Direct Care	BS	Psychology, MA in-process (1 Semester Left)		No

Simone Stephens	11/22/2016	03/13/2017	Counselor, Youth Care, STEP	Direct Care	AS	Sociology - In Process		No
Allen Youn	9/11/2018	9/11/2018	Counselor, Youth Care, STEP	Direct Care	BS	Criminal Justice & Criminology		No
Mitchel Dault	04/03/2018	04/09/2018	Counselor, Youth Care, STEP	Direct Care	BS	Political Science-In-Process, Graduation Fall 2018		Yes
Christina Clark	02/23/2016	09/15/2017	Counselor, Youth Care, Seneca	Direct Care	ASSOC	Associate of Applied Science		Yes
Ann Surber	08/29/2017	09/15/2017	Counselor, Youth Care, Seneca	Direct Care	BA	Sociology		Yes
Tami Wallis	09/22/2015	03/21/2017	Counselor, Youth Care, Seneca	Direct Care	BS	Community Development		Yes
Hope Johnson	08/29/2017	09/15/2017	Counselor, Youth Care, Seneca	Direct Care	BS	Human Development and Family Science		Yes
Victoria Haberkorn	09/05/2017	09/15/2017	Counselor, Youth Care, Seneca	Direct Care		Liberal Studies - 2 Credits Short		No
Julia Macias	06/26/2012	09/15/2017	Counselor, Youth Care-Overnight	Direct Care		No Degree		No
Diane Brandsma	11/15/2018	2/20/2019	Director of Residential & Therapeutic Services	Program Coordinator	MA	Counseling		Yes
Samantha Wise	12/04/2008	11/16/2016	Director of Shelter & Therapeutic Foster Care	Program Coordinator	BA	Family and Human Services		Yes
Jaycanna McVey	09/20/2011	12/01/2015	Director of Shelter & Therapeutic Foster Care	Program Coordinator	BS	Psychology		Yes
Jenna Muller	09/05/2017	09/05/2017	Lead Youth Care Counselor, STEP	Direct Care	BA	Psychology	Spanish, Neu	Yes
Lawrence Kaiser	03/28/2017	06/01/2017	Lead Youth Care Counselor, STEP	Direct Care	BS	Secondary Education		Yes
Molly Regan	01/10/2012	03/16/2017	Lead, Daily Operations & Team	Direct Care	BS	Sociology		Yes
Katheryn Brooks	07/26/2016	08/01/2017	Mental Health Case Manager, STEP-Annex	Social Service	MA	Social Work		Yes
Evan Bailey	05/26/2015	1/2/2019	On Call Program Administration Specialist	Social Service	BS	Psychology		Yes
Christina Flynn	11/22/2011	09/16/2017	On Call Program Administration Specialist	Social Service	BA	Family and Human Services		Yes
Nicole Laliberte	02/21/2017	07/03/2017	Program Director, STEP	Program Coordinator	BA	Psychology		Yes
Heidi Gross	07/21/2010	02/21/2017	Program Director, STEP	Program Coordinator	MA	MSW		Yes
Karlee Brandini	07/05/2006	06/06/2018	Program Placement Director	Program Coordinator	BA	Psychology		Yes
Tara Rose	09/01/2015	10/24/2017	Program Placement Supervisor	Program Coordinator	MSW	Social Work		Yes
Alex Freedman	3/26/2019	3/26/2019	Relief Youth Care Counselor	Direct Care	BA	Neuroscience	MSW In-P	No
Kyra Terbovich	10/9/2018	1/7/2019	Relief Youth Care Counselor	Direct Care	MA	Human Service Counseling		Yes
Marianne Fry	04/11/2017	09/25/2017	Relief Overnight Youth Care Counselor	Direct Care	BA	Management & Organizational Leadership		No
Jennifer Miller	08/02/2016	03/13/2017	Relief Youth Care Counselor	Direct Care	ASSOC	Human Services Generalist		Yes
Rebecca Morss	12/17/2013	06/15/2015	Relief Youth Care Counselor	Direct Care	ASSOC	General Studies		Yes
Grace Bowman-Henning	06/03/2009	09/15/2017	Relief Youth Care Counselor	Direct Care	BA	Politics and Economic	Anthropology	Yes
Jessica Avila	05/23/2017	03/16/2018	Relief Youth Care Counselor	Direct Care	BA	Criminology & Criminal Justice	French & Psy	Yes
Ariel Haynes	05/09/2017	09/15/2017	Relief Youth Care Counselor	Direct Care	BA	Psychology	Philosophy	Yes
Maria Bone	08/23/2016	08/23/2016	Relief Youth Care Counselor	Direct Care	BA	Psychology	Spanish	Yes
Alana Anderson	08/01/2017	09/15/2017	Relief Youth Care Counselor	Direct Care	BA	Social Science	Spanish	Yes
Norman Chu	03/30/2009	09/15/2017	Relief Youth Care Counselor	Direct Care	BA	Psychology	Special Educa	Yes
Alison Dahl	03/01/2016	03/01/2016	Relief Youth Care Counselor	Direct Care	BA	Cultural Studies		Yes

Gina Cazden	08/23/2016	03/13/2017	Relief Youth Care Counselor	Direct Care	BA	Art Therapy Preperation		Yes
Erin Jensen	08/12/2014	05/02/2017	Relief Youth Care Counselor	Direct Care	BA	Intl Studies: Intl Development		Yes
Michelle Smith	05/31/2016	03/13/2017	Relief Youth Care Counselor	Direct Care	BA	Psychology		Yes
Nathaniel Soohoo-Hui	10/15/2013	03/13/2017	Relief Youth Care Counselor	Direct Care	BA	Youth Ministry		Yes
Kayla Banks	02/20/2018	04/06/2018	Relief Youth Care Counselor	Direct Care	BA	Performing Arts & Admin		Yes
Kathryn Keating	05/26/2015	05/26/2015	Relief Youth Care Counselor	Direct Care	BA	Social Work		Yes
Leah Koski	06/10/2014	05/01/2015	Relief Youth Care Counselor	Direct Care	BA	Sociology		Yes
Shayna Nerland	03/24/2015	06/01/2016	Relief Youth Care Counselor	Direct Care	BA	Psychology		Yes
Karena Bozicevich	10/21/2014	05/01/2015	Relief Youth Care Counselor	Direct Care	BA	English, Modern Studies		Yes
Kerstin Moyer	08/01/2017	09/15/2017	Relief Youth Care Counselor	Direct Care	BA	Psychology		Yes
Bridgette Henningsen	08/08/2017	09/15/2017	Relief Youth Care Counselor	Direct Care	BA	Psychology		Yes
Stacy Meads	06/02/2015	05/15/2018	Relief Youth Care Counselor	Direct Care	BA	Sociology		Yes
Monserat Sanchez	05/02/2017	09/15/2017	Relief Youth Care Counselor	Direct Care	BS	Criminal Justice	Homeland Se	Yes
Emma Freemire	10/27/2015	09/16/2017	Relief Youth Care Counselor	Direct Care	BS	Family and Human Services	Psychology`	Yes
Roberto Martinez	03/01/2016	03/16/2018	Relief Youth Care Counselor	Direct Care	BS	Biology		Yes
Rebecca Morss	12/17/2013	06/15/2015	Relief Youth Care Counselor	Direct Care	BS	Human Development		Yes
Madelyn Gaines	06/03/2014	05/01/2015	Relief Youth Care Counselor	Direct Care	BS	Family and Human Services		Yes
Kyndra Kappesser	08/29/2017	09/15/2017	Relief Youth Care Counselor	Direct Care	BS	Psychology		Yes
Grace Bowman-Henning	06/03/2009	09/15/2017	Relief Youth Care Counselor	Direct Care	MA	Gender and Development		Yes
Kristin Mathes	12/12/2017	12/12/2017	Relief Youth Care Counselor	Direct Care	MA	Arts		Yes
Kyndra Kappesser	08/29/2017	09/15/2017	Relief Youth Care Counselor	Direct Care	OTHER	Social Work		Yes
Charley Liljequist	05/08/2018	05/08/2018	Relief Youth Care Counselor	Direct Care	OTHER	Social work		Yes
Kelsi Mayer	11/29/2016	09/15/2017	Relief Youth Care Counselor	Direct Care		Sociology & Anthropology	Asian Studies	Yes
Christine Weer	05/08/2018	05/08/2018	Relief Youth Care Counselor	Direct Care	BA	Geology		No
Bella Castellino	02/02/2016	10/05/2017	Relief Youth Care Counselor	Direct Care	BS	Psycology - In-process		No
Audrey Love	05/08/2018	05/08/2018	Relief Youth Care Counselor	Direct Care	BS	Sociology/Anthropology		No
Amanda Mayernik	06/14/2016	06/12/2018	Relief Youth Care Counselor	Direct Care	BS	Child & Family Studies		No
Jared Best	07/03/2012	03/13/2017	Relief Youth Care Counselor, Safe Place	Direct Care	BS	Psychology		Yes
Carolyn Reed	04/03/2018	04/03/2018	Relief Youth Care Counselor, Safe Place	Direct Care	BS	Social Science		Yes
Sarah Atkinson	08/29/2017	10/01/2017	Seneca Program Coordinator	Program Coordinator	BA	Sociology		Yes
Renee Forte	07/03/2018	07/03/2018	Seneca Program Coordinator	Program Coordinator	BA	Psychology		Yes
Gwyneth Gilkeson	05/03/2011	04/16/2017	STEP Standby Placement Clinician	Social Service	MA	School Counseling		Yes

How Verified	Experience	Verified	How Verified	Background Check
Transcript	2 Years	Yes	Reference Check	DHS
Transcript	5 Years	Yes	Reference Check	DHS
Transcript	5 Years	Yes	Reference Check	DHS
Transcript	3 Years	Yes	Reference Check	DHS
Transcripts	3 Years	Yes	Reference Check	DHS
Transcript	2 Years	Yes	Reference Check	DHS
Transcript	4 Years	Yes	Reference Check	DHS
Transcript	4 Years	Yes	Reference Check	DHS
Transcript	2 Years	Yes	Reference Check	DHS
Transcript	1 Year	Yes	Reference Check	DHS
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Transcript	1 Year	Yes	Reference Check	DHS
Transcript	2 Year	Yes	Reference Check	DHS
Transcript	1 Year	Yes	Reference Check	DHS
Transcript	5 Years	Yes	Reference Check	DHS
Transcript	3 Year	Yes	Reference Check	DHS
Transcript	1 Year	Yes	Reference Check	DHS
Transcript	2 Years	Yes	Reference Check	DHS
Transcript	6 Years	Yes	Reference Check	DHS
Transcript	10 Years	Yes	Reference Check	DHS
Transcript	3 Years	Yes	Reference Check	DHS
Transcript	1 Year	Yes	Reference Check	DHS
Transcript	1 Year	Yes	Reference Check	DHS
Transcript	4 Years	Yes	Reference Check	DHS
Transcript	10 Years	Yes	Reference Check	DHS
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Transcript	1 Year	Yes	Reference Check	DHS
Transcript	6 Months	Yes	Reference Check	DHS

Transcript	6 Years	Yes	Reference Check	DHS
Transcript	1 Year	Yes	Reference Check	DHS
Transcript	2.5 Years	Yes	Reference Check	DHS
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Transcript	28 Years	Yes	Reference Check	DHS
Transcript	11 Years	Yes	Reference Check	DHS
Transcript	9 Years	Yes	Reference Check	DHS
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Transcript	6 Years	Yes	Reference Check	DHS
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Transcript	1 Year	Yes	Reference Check	DHS
Transcript	2 Years	Yes	Reference Check	DHS
Transcript	14 Years	Yes	Reference Check	DHS
Transcript	9 Years	Yes	Reference Check	DHS

## Alex R. Freedman

5310 N Williams Ave., Apt 32, Portland, OR, 97217  
(971) 237-3291 [Alex.R.Freedman@gmail.com](mailto:Alex.R.Freedman@gmail.com)

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**2018 - 2020**     **Portland State University**

**Portland, OR**

- M.S.W., in progress

**2006 - 2010**     **Pomona College**

**Claremont, CA**

- B.A., Neuroscience, Pre-Med
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## EXPERIENCE

**2016-2017**     **Department of Human Services / Snell Family**

**Canby, OR**

**One-on-One In-Home Paid Support Worker** Contact: Jill Snell. [jillim1.snt:llc1Jgmail.co111](mailto:jillim1.snt:llc1Jgmail.co111)

- Provided one-on-one care to 9-yr-old girl with developmental delays and behavioral issues related to Fetal Alcohol Syndrome
- Prepared and facilitated activities focused on neurological development, calming techniques, socio-emotional learning, and engaging with siblings and peers
- Set weekly goals and kept careful track of progress for reporting to DHS

**2017**             **Sparks of Hope**

**Canby, OR**

**One-On-One Mentor:** Contact: Lee Ann Meade: [Leeann@sparksofhope.org](mailto:Leeann@sparksofhope.org); (503) 819-4048

Website: [11-11-11-snurksotlzone.orr](http://11-11-11-snurksotlzone.orr)

- Organization providing camps, mentorship, and events for youth age 6 - 16 who are survivors of abuse
- 8 hour training in mentorship, abuse survivor sensitivity, trauma support
- Volunteer mentor for 5 day overnight summer camp, matched with one 13 year-old Indigenous American youth

**2015 - 2016**     **Living Wisdom School**

**Beaverton, OR**

**Preschool Teacher** Contact: Rose Neal: [Rose\(\(1Liviny,11'isclomportlandorg](mailto:Rose((1Liviny,11'isclomportlandorg); (503) 671-9112

Website: [11-11-11-lil'im.:11-isd11m1wrtlund.org](http://11-11-11-lil'im.:11-isd11m1wrtlund.org)

- Teacher in preschool classroom and assistant teacher in 6 - 8 year old classroom
- Provided individualized support to children with challenging behaviors and difficulty with self-regulation
- 20+ hours of training in Education for Life holistic education model, including youth-oriented mindfulness, yoga, and meditation
- Started and led participatory storytelling and music class

**2012 - 2014**     **Yamhill Community Mediators JDC Program**

**McMinnville, OR**

**Volunteer Workshop Leader** Contact: Ellie Gunn, [ellievwnicz'igmai/.com](mailto:ellievwnicz'igmai/.com) Website: [YCMediators.org](http://YCMediators.org)

- Volunteer in Juvenile Detention Center (JDC) program providing bimonthly mediation, conflict resolution, and communication skill workshops to incarcerated youth in the county detention facility in McMinnville
- Co-designed curriculum and workshops, then facilitated and led activities

**2011 - 2012**     **Railroad Street Youth Project**

**Great Barrington, MA**

**Staff and Apprenticeship leader** Website: [RSYP.org](http://RSYP.org)

- Organization serving community homeless/at-risk youth with events, mentoring, apprenticeship programs, employment trainings, homelessness support, drop-in center
- Organized and led collaborative apprenticeships for clients in experiential agricultural education
- Youth Delegate to United Nations, leading monthly trips to UN to advocate for youth empowerment
- Workshop leader/staff support for Youth Conferences in Yoga, Meditation, and Communication

**2011-2012 Culture of Peace Initiative, Southern Berkshires Great Barrington, MA**  
***Co-founder and Youth Delegate***

- Co-founded advocacy program for integration of non-violent communication, mediation, conflict resolution, facilitation, and peacebuilding skills into local schools and organizations
- Collaboration with UN Culture of Peace Initiative and international NGO Pathways to Peace

**2011-2012 Community Cooperative Farms Education Sheffield, MA**

***Workshop Leader*** Contact: Jasper Kosokoff: [Akosokoffrcilf@mail.com](mailto:Akosokoffrcilf@mail.com): (971) 409-2864

- Co-founder, coordinator, facilitator for Summer Camp Agricultural Awareness Program - Summer camps (Ages 13 - 16) participate in workshops including farming, nutrition, food systems discussion groups, soil, ecological/environmental health
- Managed and coordinated interns and volunteers from local college & high school

**2012 Non-Violent Communication Training Lee, MA**

***Workshop Participant Led by Karen Fogliatti***

- Participant in 8 hour non-violent communication training

**2007-2011 KAPLAN SAT Preparation Boston, MA**

***Certified Teacher and Tutor***

- Taught high-school sophomores and juniors in classes and one-on-one tutoring settings

**2009 Pomona College Neuroscience Department Claremont, CA**

***Research Assistant; Lab of Pro/Nicole Weekes***

- Assistant in psychosocial stress experiment, testing effects of psychosocial stressors on cortisol response, cognitive functioning, and memory.

**2008 Landmark Medical Center Pomona, CA**

***Paid Intern***

- Intern and support staff for outpatient mental health residential facility serving long term clients with SPMI
- Participated in facilitated group therapy sessions, observed one-on-one patient counseling
- Organized and led dance and music therapy group

## **OTHER INTERESTS**

Creative Writing, Yoga, Meditation, Martial Arts, Soccer, Music, Gardening, Cooking, Nutrition, Activism, LGBTQ+ advocacy, Spirituality



# Allen Yourn

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8445 SE 92<sup>nd</sup> Avenue Portland, OR 97266 | (503)919-0792 | Ayourn@gmail.com

## Objective

To obtain a **Law Enforcement Official or Juvenile Justice** position by utilizing over **4+ years of Criminal Justice** knowledge in order to uphold moral ethics and equal justice for society. Helping to solidify the importance in a stronger relationship and rapport with the public through community policing. Also working together with at-risk youths and adults in order to help in the growth and achievements of this community. Working together to mentor, counsel, and give guidance to those I'm working with by experience through work, schooling, and my personal life. With having the knowledge to relate and mentor the youth and adults, I want to help find greater opportunities to help guide their lives in the right direction.

## Education

**BACHELORS DEGREE** | JUNE 2016 | PORTLAND STATE UNIVERSITY

· Major: Criminal Justice & Criminology

**ASSOCIATES DEGREE** | JUNE 2014 | PORTLAND COMMUNITY COLLEGE

Major: Criminal Justice & Criminology

Helped develop a grant proposal for the Oregon Humane Society (OHS), Technical Writing 227, Spring 2013

Held key responsibility in this group project to research & write portions of the proposal

Collectively worked together with classmates to prepare a final report for the proposal

## Work Experience

**YOUTH CARE COUNSELOR** | BOYS AND GIRLS AID SOCIETY (STEP PROGRAM) | SEPTEMBER 2018 - PRESENT

Work in the care, treatment, and counseling of teenage boys who have been in the foster care system and juveniles who have been in detention centers.

Helping to support and build a rapport with the youth (teenage boys) in order to help acclimate them back into the community as productive and successful citizens of their respective community.

**CORRECTIONS OFFICER** | MULTNOMAH COUNTY SHERIFFS OFFICE | FEBRUARY 2017 - FEBRUARY 2018

Work in the custody, care, and humane treatment of adult male and female inmates in jail or other detention facilities.

Control, monitor, and supervise activities and movement of inmates.

DPSST Certified

**UNLOADER** | UNITED PARCEL SERVICES | JUNE 2007 - FEBRUARY 2017

Load/Unload packages onto commercial vehicles.

Successfully presented to

employees of the company (12+ times)

**SECURITY | G4S | AUGUST 2016 - CURRENT (ON-CALL)**

Private Security Certified

First Aid/CPR Certified

Position Duty: Ensuring the safety and protection of the employees and property assigned to

**ADOLESCENCE COUNSELOR | NORTHWEST BEHAVIORAL HEALTHCARE SERVICES | AUGUST 2016-DECEMBER 2016**

Position Duty Providing residential treatment services to adolescences and their families

Confidentially charted clients' behaviors as observed daily

**ASSEMBLY LINE | WESTERN GRAPHICS & DATA | APRIL 2010 - OCTOBER 2010**

- Worked with co-workers on an assembly line to create prepaid credit cards and gift cards

## Volunteer Experience

**MENTOR/INSTRUCTOR | BOYSTRENGTH PROGRAM | MARCH 2016 - JUNE 2016**

- Worked with Director, Monae Elliott in association with the **Portland Police Bureau**, mentoring young boys from ages 8-18 in a variety of subjects from gangs & guns, bullying, knowing your rights, gender stereotypes, etc. in order to help develop them into productive and successful members of society. Help breaking the norm of what society and the media portrays.

Obtained over 250+ hours of instructing and mentoring

**VOLUNTEER | MEYERS MEMORIAL BOYS & GIRLS CLUB | JANUARY 2016 - MARCH 2016**

Worked with volunteers and employees to create a positive atmosphere for children to engage and experience

**VOLUNTEER | OREGON FOOD BANK |**

- Packaged goods to supply the less fortunate with meals

**VOLUNTEER | OREGONS MISSION OF MERCY (ORM OMS) |**

Provided a comforting environment for patients prior to their treatment, and guided dental patients to their proper area

## Skills & Abilities

Knowledgeable in using Microsoft Programs (Word, Excel, Access, PowerPoint)

Keyboarding 40 wpm

Bilingual (English & Cambodian)

**Carlyn Mitchell**

[cmitchell2@worchester.edu](mailto:cmitchell2@worchester.edu)

Cell: 774-230-7390

15614 NE Milton Place

Portland, Oregon 97230

EDUCATION

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Worcester State University, Worcester, MA August 2012- December  
2016  
B.A Education  
Major: English  
GPA: 3.5

PROFESSIONAL EXPERIENCE

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*Unit Director* March 2016-August  
2017

Clara Barton Camp, North Oxford, MA

- Provide conflict resolution strategies
- Demonstrate positive behavioral management techniques
- Mediate camper/ counselor conflict
- Communicate with parents of campers who may be struggling in the camp setting
- Assess and create behavioral plans for campers
- Place campers in cabins with counselors who best fit their individual needs
- Facilitate small group discussions
- Maintain accurate program records including incident reports and daily attendance.
- Organize staff meetings
- Evaluate staff members and offer positive feedback for improvement

*Camp Counselor* June 2012-August 2015

Clara Barton Camp, North Oxford, MA

- Organize and lead a variety of small and large group activities each session. Including: diabetes management, crafts, nature, songs, games, opening and closing ceremonies, swimming, archery, canoeing, Identify and respond to camper behavior issues.

Provided strategies to de-escalate behavior when client was triggered by surroundings

Provided emotional support for my client and built a positive mentor relationship with him

*Babysitter/Nanny*

*January 2010-June 2017*

Provided care for children with behavioral, emotional, and physical challenges including: Type 1

Diabetes, Autism, ADHD, ADD, OCD, Mood instability

Assisted with getting children ready for school, after school activities, and other events.

*Assistant Teacher*

March 2009-June 2013

The Children of Tomorrow Early Learning Center, Charlton, MA

- Provide individual attention for children ages 2 months-13 years  
Plan age appropriate activities including projects, storytelling, and arts and crafts.
- Supervise and instruct individuals with social and developmental activities  
Evaluate children's social development and physical well being  
Provide a positive, nurturing environment for children to grow and develop both intellectually,  
and physically

#### CERTIFICATION

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Massachusetts Department of Elementary & Secondary Education:

Initial Licensure (English 5-8; 8-12)

Sheltered English Immersion (SEI) Endorsement

CPR/AED and First Aid

#### COMPUTER SKILLS

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Microsoft Office: Word, Excel, PowerPoint, Outlook

Google: Mail, Drive, Sites

# Christina M. Flynn

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Lead/Youth Care Counselor. -lthrs/wl,

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## REFI:RENC'ES

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## ***DIANE J. BRANDSMA***

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### ***EDUCATION***

**Master of Arts in Counseling**  
Denver Seminary

**Bachelor of Science - Sociology**  
Grand Canyon College

### ***PROFESSIONAL EXPERIENCE***

**Executive Director**

**Salvation Army | White Shield Center, 11/09-11/18  
Portland, OR**

- Provided visionary leadership and strategic planning for residential treatment for adolescents and on-site day care
- Guided and supported the work of 65+ staff and volunteers. Directly supervised management staff.
- Provided financial management and oversight of \$2.4 million budget.
- Provided oversight of state contracts and grants to ensure compliance and safe, quality service delivery.
- Participated in membership activities - including advocacy, of Oregon Alliance of Children's Programs.
- Developed, supported and worked in cooperation with Advisory Council.
- In conjunction with The Salvation Army's development department, participated in fund-raising.
- Participated in community and public relations to advance the cause of the program.
- Provided oversight for the upkeep, security and general condition of the facility, including property and vehicles.

**Program Director/Senior Director**

**Catholic Community Services 8/04-present  
Salem, OR**

- Participated on the Administrative Leadership Team to assist the agency to achieve goals.
- Supervised, mentored and trained service staff, therapists, foster parents, volunteers and interns.
- Supported leadership/management of the Yamhill County site - Rainbow Family Services programs.
- Supported leadership/management for the Behavioral Health Services: mental health and addictions.
- Facilitated employee involvement in the development of the departments' annual operations plans and budgets.
- Monitored budgets throughout the fiscal year.
- Worked in cooperation with the Advisory Boards in strategic planning and oversight.
- Participated in development, implementation, and monitoring of policies and procedures.
- Implemented quality improvement initiatives and processes.
- Acted as a liaison with community partner programs and represents agency

**Adolescent/Family Therapist/Intake Coordinator**

**Rainbow Family Services, 11/00-8/04  
McMinnville, OR**

- Facilitated individual and family therapy with youth in treatment foster care program
- Developed comprehensive mental health assessments and service plans for clients
- Monitored and evaluated, in conjunction with the treatment team, client's progress
- Provided regular on-call coverage for caseload, including support for foster parents
- Maintained consistent communication with clinical and treatment teams
- Cooperated/coordinated with external agencies to implement effective treatment for clients
- Formulated post-placement plans to support clients through transition period
- Coordinated referral and intake process for youth entering the program
- Participated in planning and implementing recreational activities for clients
- Supervised graduate student intern.

**Case Manager/Family Support Consultant**

**Foothills Gateway, Inc., 6/99 - 8/99  
Fort Collins, CO**

- Managed a caseload of 35+ families - facilitated access to services from state and county programs
- Served as liaison between families and state/county departments - oriented families to these systems
- Advocated for families and children with disabilities
- Communicated monthly with clients - provided referrals, support and crisis intervention as needed
- Developed, with families and providers, individual plans reflecting strengths, needs and goals

**DIANE J. BRANDSMA**

- Established and maintained documentation and master records as mandated by regulations
- Coordinated resources for families and children with developmental and/or physical disabilities
- Maintained fiscal responsibility for programs that offered stipends for families' needs
- Participated on the Family Support and Services Program Council
- Planned/co-facilitated a support group for children/adolescents who have siblings with disabilities

**Treatment Coordinator**

**Excelsior Youth Center, 9/92 - 6/99  
Aurora, CO**

- Facilitated individual, group and family therapy for adolescents in residential treatment
- Developed and assessed individual treatment plans, educational goals and aftercare plans
- Attended case reviews, placement hearings and other judicial procedures
- Communicated with internal departments and outside agencies to address residents' needs
- Provided direct supervision, milieu management and crisis management for residents
- Produced and edited documents detailing treatment and progress for state and county agencies
- Trained and co-supervised a 13-member adolescent care team
- Supervised graduate student interns

***RELEVANT EXPERIENCE/COMMUNITY INVOLVEMENT***

- Board of Directors, Coalition of Advocates for Equal Access for Girls, 2010-present
- Chaired Juvenile Justice Affinity Group - Oregon Alliance of Children's Programs, 2014-2019.
- Active member of Portland Pearl Rotary Club, founding member of club Social Justice Committee
- Residential Treatment Counselor - Excelsior Youth Center, 9/88 - 9/92

## ***DIANE J. BRANDSMA***

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### ***EDUCATION***

**Master of Arts in Counseling**  
Denver Seminary

**Bachelor of Science - Sociology**  
Grand Canyon College

### ***PROFESSIONAL EXPERIENCE***

**Executive Director**

**Salvation Army | White Shield Center, 11/09-11/18  
Portland, OR**

- Provided visionary leadership and strategic planning for residential treatment for adolescents and on-site day care
- Guided and supported the work of 65+ staff and volunteers. Directly supervised management staff.
- Provided financial management and oversight of \$2.4 million budget.
- Provided oversight of state contracts and grants to ensure compliance and safe, quality service delivery.
- Participated in membership activities - including advocacy, of Oregon Alliance of Children's Programs.
- Developed, supported and worked in cooperation with Advisory Council.
- In conjunction with The Salvation Army's development department, participated in fund-raising.
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***RELEVANT EXPERIENCE/COMMUNITY INVOLVEMENT***

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- Chaired Juvenile Justice Affinity Group - Oregon Alliance of Children's Programs, 2014-2019.
- Active member of Portland Pearl Rotary Club, founding member of club Social Justice Committee
- Residential Treatment Counselor - Excelsior Youth Center, 9/88 - 9/92

J 0535 SW 133<sup>111</sup> Place Beaverton, OR 97008 • (503) 401-9764 • evanbailey42@gmail.com

# Evan D. Bailey

## **Objective**

Position with an agency that fosters connections, upholds values, and provides guidance amongst children, where a strong background in effective communication, critical thinking, and innovative programs can be used to improve the lives of all participants.

## **Exp erience**

2007-2014

### **Lifeguard & Swim Instructor**

- Offer professional swimming lessons, and instructed aquatics activities to persons of all ages. Gained experience instructing multiple individuals with behavioral issues
- Elected Most Valuable Employee for Fall of 2014
- Demonstrated effective communication by greeting, educating, and working as a team to accomplish goals

2013

### **Language Coach**

- Taught English to native Gennan speaking pre-teens/teenagers, while being their guardian 24/7 for each session (2 week sessions)
- Planned activities, English lessons, and excursions for the campers, often executing activities while being unassisted
- Daily Manager- delegated responsibilities of activities to employees, ensuring they run smoothly

2011-2013

### **Lifeguard & Swim Instructor**

- Assisted in register and cashier work for entering customers
- Provided life-saving care in case of emergencies, as well as first aid to injured patrons

2008-2011

### **Counselor, and Aquatics Director (Camp Howard)**

- Counseled children, and supervised them throughout multiple organized activities
- Created and executed team building programs
- Worked as a part of a team, communicating ideas, strengths, and weaknesses

## **Education**

2009-2013

### **B.S. Psychology**

Member of Sigma Phi Epsilon

**Jonathan Ruben Umana**  
(509) 560-9762 jonathanumana54@yahoo.com

**EDUCATION**

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<b>Bachelor of Arts: Law and Justice</b> <i>Central Washington University, Ellensburg, WA</i>	<i>June 2013</i>
<b>Bachelor of Arts: Political Science</b> <i>Central Washington University, Ellensburg, WA</i>	<i>June 2013</i>
<b>Minor: Psychology</b> <i>Central Washington University, Ellensburg, WA</i>	<i>June 2013</i>
<b>Associate: In Arts &amp; Science</b> <i>Big Bend Community College, Moses Lake, WA 98837 • 509-793-2222</i>	<i>June 2010</i>

**ACADEMIC AWARDS**

<i>ALPHA PHI SIGMA NATIONAL CRIMINAL JUSTICE HONOR SOCIETY</i>	<i>Spring 2013</i>
<i>Academically distinguish Individual Department of Political Science</i>	<i>Winter 2013</i>
<i>Academically distinguish Individual Department of Political Science</i>	<i>Fall2013</i>
<i>Quarterly Honor Roll</i>	<i>Winter 2012</i>
<i>Quarterly Honor Roll</i>	<i>Spring 2012</i>
<i>Dean 's List Certificate of honor Award</i>	<i>2009-2010</i>

**LEADERSHIP AND SERVICE AWARDS**

<b>Volunteer of the Year: Outstanding Nominee</b> <i>Organized community service events, recruitment of volunteers, created a liaison program between US Border Patrol and non-profit organizations</i>	<i>2007</i>
<b>U.S Border Patrol Explorer Program: Graduate</b> <i>Leadership position: PEIC, patrol explorer in charge</i>	<i>2004-2009</i>
<b>Excellence in Leadership Award</b> <i>3<sup>rd</sup> annual award reception e.m.p.i.r.e</i>	<i>2012-2013</i>
<b>Employee G.E.M Award</b> <i>Wenatchee School District 246: Employee going the extra mile</i>	<i>2016-2017</i>
<b>Employee G.E.M Award</b> <i>Wenatchee School District 246: Employee going the extra mile</i>	<i>2017-2018</i>
<b>Security Officer of the Quarter</b> <i>Confluence Health outstanding work</i>	<i>2017-2018</i>

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LANGUAGE: English and Intermediate Spanish

**CONFERENCE**

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<b>Center for Youth Program Quality</b> <i>Program Quality Assessment Basics</i>	October 2016
<b>Northwest Justice Forum</b> <i>Restorative Community Service program in a rural setting</i>	June 2014
<b>24th Annual Conference on Ending Homelessness</b>	May 2014
<b>Best Practices in Dependency: Reasonable Efforts Symposium</b> <i>Washington Courts: Administrative Office of Courts, Court Improvement program</i>	September 2013
<b>CASA 21<sup>st</sup> Annual Conference</b>	October 2013

**PRESENTATIONS AND MEDIA RELATIONS**

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<b>Reducing Mass Incarceration Panel</b> <i>Central Washington University</i>	2016
<b>Yakima Valley Community College</b> <i>Youth development and the criminal justice system</i>	2016
<b>At-Risk Kids in Yakima Help Clean Up City</b> <i>NBC Right Now/ KNDO 23/ KNDU 25</i>	2015
<b>Importance of Community Mobilization</b> <i>Chamber of Commerce: Morning Coffee community networking event</i>	2015
<b>Community Gathers to Give Back Through Operation Harvest</b> <i>Public Relations on youth involvement</i>	2014
<b>Restorative Community Service Program</b> <i>Presentation for multiple Non-Profit organizations, University's, Junior colleges, Civic groups, Anti-gang Initiative Committee, Graffiti-Be Gone Committee, and the Chamber of Commerce about the importance of a Diversion program and detention alternatives for offenders in a Restorative Justice Model</i>	2014
<b>Diversion Program</b> <i>Presentation about the Diversion Program to the Non-Profit Safe Yakima Valley</i>	2014
<b>Gang Court</b> <i>Presentation about gang prevention and Crime Prevention to the gang Free Initiative Committee</i>	2013

## Work Ex.12.erienc

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### **Wenatchee School District:** Title Program Director and Coordinator Expanded Learning Program

Full-Time: August 2016-Present

1. Develop, implement and coordinate the Expanded Learning Program; Work collaboratively with parents, school staff, students and community members in all program activities
2. Prepare, review, revise and disseminate marketing and informational materials related to extended day programs
3. Develop and implement program budget, including fee billing and collection
4. Train, supervise and coordinate Expanded Learning Program staff
5. Supervise and coordinate all Expanded Learning Program activities; supervise students
6. Prepare and present oral, written and statistical reports on program operation and effectiveness
7. Facilitation of community outreach and establishment of community partnership's

### **DSHS State of Washington:** Title Juvenile Rehabilitation Security Officer 1

On-Call: February 2017

1. Conduct routine and random security duties such as headcounts, room checks for cleanliness and contraband, pat and strip searches, building integrity checks, and collect urinalysis samples for testing.
2. Recognize and assess situations and intervene to de-escalate
3. Maintain a written account of activities during the work shift and clearly document breaches of security, behavioral incidents, and youth behavior in various logs and in youth files.
4. Escort/supervise the movement of residents within the facility and in the community.

### **Confluence Health Hospital:** Title Security Guard

On-Call: February 2017

1. Conducting active security and environmental safety patrols, responding to calls, monitoring CCTV systems.
2. Intervening and/or assisting staff with escalated, disruptive, mental health clients

### **Yakima County Juvenile Court:** Title Restorative Community Service Program Leader

Full-Time: AmeriCorps July 2013- July 2014, Extra Help: July 2014-December 2014, Full-Time:January 2014-August 2016

1. Supervision of community volunteers/Interns and extra-help employees
2. Management of community events for youth offenders and document all activity
3. Establish and maintain cooperative relationships for Superior Court
4. Assist probation officer's in making field visits on offenders on probation
5. Writing reports to inform Judges and administrators on offender's compliance and recommend sanctions
6. Testified in Gang-Court about offenders' behaviors and conditions of supervision
7. Program Duties for the CASA program (Court, Appointed, Special, Advocates)
8. Select and Conduct trainings for community members and Court Staff
9. Coordination of volunteers with the Restorative Community Service program.
10. Action reports and status updates on data to administration and the community
11. Handle community Inquiries about the Restorative Justice Model
12. Lead staff on new development and volunteers on policy and protocol
13. Forming coalitions and partnerships Between Community and Juvenile Court manage and resolve any conflicts

**Karlee M. L. Brandini**  
10202 SW 52nd Ave  
Portland, OR 97219  
503.475.0656  
karleeandkevin@hQtillilil.com

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**Work  
Experience**

**Boys and Girls Aid, Portland, OR, Current Since July 2006**

Placement Director - coordinate and supervise the shelter services 24 hours referral line for 25 contract beds  
Complete client screening, contract placement, intake and placement coordination, communication with contractors around utilization, contract compliance and services provided  
Work with foster parents, Juvenile Department staff, DHS workers, county, state and mental health workers for crisis and planned placements  
Past BGAID experience; Annex & Intake Coordinator - Manage program guidelines, direct care staff, schedule, and daily operations of the Annex program; Program Coordinator for Safe Place for Youth - a coed IO bed 24 hour staffed shelter; Case Manager for Shelter Services youth ages 12-18

**Albertina Kerr Centers, Wynne Watts School, Portland, OR August 2003-June 2006**

Educational Support Specialist for self contained, special education, behavioral classrooms  
Worked as part of a multidisciplinary educational and treatment team  
Instructed students in small groups and one-on-one settings using teaching strategies necessary to achieve IEP goals and objectives  
Interpreted and implemented behavior management programs, trained and assisted students in positive behavior management  
Coordinated, organized and implemented extracurricular student activities and programs

**Compassionate Foster Care, Bremerton, WA August 2001-August 2003**

Case Manager and Coordinator of the Independent Living Skills Program  
Managed the ILS Program Contract  
Provided the centralized intake of skills proficiency for teenage youth into the ILS program  
Developed, implemented and managed individual behavior management plans, service plans, and individual safety and treatment plans for youth in foster care  
Facilitated Youth and Family Team Meetings, provider meetings, and the Advocates for Successful Independence meetings

**Holland America Westours, Seattle WA Summer Seasons: 1998-2001, & 2004**

Administrative Assistant, Escorted Tour Operations  
Prepared tour packets with documents and manifest for all tours and general office support tasks  
Tour Director in Alaska and the Yukon Territory  
Responsible for 20-50 traveler's arrangements, itineraries, and general public relations, customer service duties

**Education**

*Concordia University, St. Paul, MN BA Psychology May 2000*

**Volunteer**

**Village Preschool of Portland**

**Experience**

Fundraising Committee Member 2014/2015 School Year, Solicited donations, followed up with vendors, planned and executed the annual silent auction

Fundraising Co-Chair, Board Position 2015-2016 School Year, Co-leadership of the fundraising committee, participate on the board of directors, delegating tasks to team members, planning and executing the annual silent auction

Treasurer, Board Position, 2016/2017 school year, managed preschool budget and profit and loss tracking

Jr. Class Presentative, Board Position, 2017/2018 school year, represented the class at board meetings, communicated school requirements, events and school direction to school families, alongside lead teacher addressed any conflict or failure of family to meet co-op requirements.

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## ABOUT ME

Self-directed, results-driven social worker with strong interpersonal and cross-cultural communication skills honed by interacting with a wide range of individuals in diverse settings. Able to use tact, listening proficiency, and rapport building to calm and prevent highly stressful interactions. Proficient in medication with extensive experience collaborating with and leading diverse, conflict-prone cross-functional teams. Focuses on excellent attention to detail and organizational skills. Adaptable to complex, fast-changing environments in international and domestic work settings.

## SKILLS INVENTORY

Management  
Conflict Resolution  
Individual & Family

Communication & Leadership

Client Service Problem Solving  
Project Management  
Skills  
Communication Technical  
Collaboration  
Organizational Skills  
Process Improvement

## EDUCATION

Boston University  
Bachelor of Social Work  
2002

Minor in

1998

## EXPERIENCE

**CHILDREN IN NEED OF PLACEMENT CASE AIDE** 07/17 - Present  
Department of Human Services, State of Oregon @ Portland, OR

- Identify strengths and needs of children in care.
- Provide for the child's physical, emotional, mental, social, educational, and cultural needs.
- Recommend services needed to child's caseworker for case planning.
- Document services provided and progress of case plans based on personal observations and data collection.

**INDEPENDENT CONTRACTOR** 03/16 - Present  
Portland, OR

- Manage project work for Apt Marketing Solutions.
- Support operational work for clients providing subject matter expertise.
- Track project data to identify trends.
- Analyze issues to create recommendations.
- Identify project issues and risks and present solutions.

**CLIENT SERVICES COORDINATOR** 12/12 - 07/15  
Portland, OR

- Assessed contracted medical partners needs and provided technical assistance and program specific training.
- Monitored program, billing, and operational data to assure programs are implemented with fidelity.
- Translated federal data collection requirements into design document used by our software vendor to update web application including user interfaces.
- Created data system to efficiently and accurately collect data.
- Achieved a data error rate of less than 1% upon submission to federal funders.

**BUSINESS ANALYST** 08/12-12/12  
Health Authority, State of

- Documented and optimized business flow diagrams.
- Performed impact analysis on proposed state-wide policies, program and system changes.
- Provided field-level subject matter expertise within the software development life cycle on the planning and implementation of a commercial off the shelf automated benefit eligibility application.
- Performed document analysis on vendor deliverables for management review and approval.
- Provided technical assistance to customers of current production applications to ensure usability.

**HUMAN SERVICES CASE MANAGER** 10/09 - 08/11  
Department of Human Services, State of Oregon

- Coordinated and scheduled annual reviews of TANF recipient benefits and documented findings using case management technology.
- Interviewed clients to assess initial or continued program eligibility (for SNAP, TANF/JOB and Medicaid programs) and documented findings.
- Investigated applicant records and databases to validate information.
- Researched, interpreted and applied complex eligibility policies and clearly explained the decision to the applicant.

**INDEPENDENT CONTRACTOR 09/06 - 06/09**

- Coordinated project work for clients: Endai Worldwide, Watson Adventures, Running Paws, and Champion Learning Center
- .. Coordinated intern recruitment and established contacts at local universities.
- Collaborated with software developers to ensure consistency and usability in screen design.
- Uploaded media creatives onto system database for internal and remote users.
- Assisted in developing guidelines and protocol to enhance email deliverability.
- .. Planned and coordinated one-on-one in-home tutoring services to underserved students attending failing schools.

**SERVICE IMPROVEMENT OFFICER 08/05 - 03/06**

Council London, UK

- " Managed project work and administrative tasks for three scrutiny committees of locally elected officials.
- Collaborated with senior management and Council's partners to examine service performance of council departments and external agencies in order to improve organizational efficiency, engage residents in the decision-making process, and coordinate strategic management.
- " Prepared reports, summaries, and briefing notes for council leadership to share successes and best practices.

**CHILDREN'S CASE MANAGER 08/04 - 08/05**

- .. Developed individualized treatment plans according to assessed risk and connect families with resources to strengthen parenting capacities.
- " Facilitated monthly meetings with the family, education, and health professionals to coordinate supportive services and evaluate progress towards set goals.
- Monitored progress of child protection cases with bi-monthly home visits to ensure children are protected from abuse and/or neglect.
- .. Presented assessments of family's progress and recommendations to child protection committee.



## KYRA R. TERBOVICH

Portland, Oregon - (503) 481-5505 - [kyra.terbovich@gmail.com](mailto:kyra.terbovich@gmail.com)

### YOUTH SKILLS TRAINER

Dedicated - Proactive - Innovative  
"Leading with purpose"

Driven and solution-focused **Advocate for Empowerment** with a versatile and valuable history of impacting positive change on both youth and adults from diverse community groups. Highly-trained and skilled at working with children from a wide-range of challenges and traumas. Seeking to evolve within *Boys and Girls Aid* to contribute value and positive influence to youth-in-need.

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### SUMMARY OF QUALIFICATIONS

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**Natural leader** who motivates, mentors, and guides others to reach their full potential. Strong commitment to impacting positive change on both individual and community levels, with a demonstrated history of facilitating a wide-range of events, groups, training, and workshops to provide support and life-skills to diverse groups of people.

**Develops flexible and innovative programming** based on individual and community needs, leveraging out-of-the-box thinking and intuitive listening to transform problems into opportunities. Practiced in revitalizing strategies to meet a wide variety of challenges and creating a positive and receptive learning environment conducive to growth and empowerment.

**Exceptional communication skills** with a natural talent for establishing rapport and connection with people of all walks of life and cultural/socio-economic backgrounds, ensuring collaborative problem solving and dynamic change.

**Adaptable, responsible, and self-motivated**, with a high capacity for making decisions under pressure while remaining present and centered with clients and peers. Organized and detailed with a strong ability to prioritize and manage multiple tasks and projects.

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### NOTABLE ACHIEVEMENTS

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**Empowered thousands through group leadership** and facilitation throughout Portland, Oregon, and recognized in the community as a dynamic speaker and presenter. **Notable events include:** *Portland Law of Attraction Facilitator* (2009 - Present); *Women's Group Facilitator*, Women's Holistic Healing Group (2011 - 2014); *Aspire Mentor, skills builder and training for teens*, Nela Center (2009 - 2010); *Byron Katie Facilitator and Coach* (2007 - 2010)

**Honored as Class Speaker** to over 100 students and families for Project Independence, PCC, Cascade Campus in Spring 2009, speaking on the future, getting around obstacles, self-belief, and expanding thinking.

**Successfully engaged and influenced the at-risk youth** of a lockdown facility as a speaker, involving the boys ages 12 - 17 in quality discussion, sincere dialogue, and a path toward healing. Empowered the youth on topics including addiction, choices, trusting intuition rather than peer pressure, and self-care.

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### CAREER PATH

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**ADMINISTRATIVE VOLUNTEER**, Boys and Girls Aid, Portland, Oregon 2017 - Present  
Serves the Boys and Girls Aid organization by working closely with administrative staff to sort and navigate highly confidential files. Packs, matches, and secures thousands of files of past adopted children, in addition to assisting with finance files dating back one hundred years. Maintains excellent representation and a welcoming demeanor as first point-of-contact both on phone and in-office. Assist with organizing paperwork for upcoming training sessions.

**PROFESSIONAL NANNY/CHILDCARE PROFESSIONAL**, Independent Contractor 2013 - Present  
Highly requested caregiver for young children infancy through early childhood age. Responsible for full spectrum of unsupervised care for up to 6 children at a time, from calming and soothing, to basic functions such as meal preparations, bathing, and dressing, to planning both indoor and outdoor activities, both educational and recreational. Exercises fast problem solving skills in varied circumstances, and seamlessly handles conflicting needs simultaneously, keeping kids engaged while enhancing language and speaking skills. Facilitates creativity and expression through singing and other artistic activities, cultivating a fun, safe, and positive environment. Utilizes exceptional organizational skills, maintaining a current daily log of child's progress, activities, and behaviors.

**GROUP LEAD FACILITATOR/COACH/SPEAKER**, Self Employed (Donation Based) 2007 - Present  
Conceptualizes and initiates a wide variety of groups focused on empowering diverse community groups based on their needs. Acts as coach, teacher, speaker, and facilitator, counseling others on topics including goal setting, advocacy, mindfulness and meditation,

stress reduction, and teen skill-building. Designs groups to help others move forward, become inspired from within, and have more clarity, focus, and self-awareness, transforming complex human issues unto accessible healing channels. Planned all lessons, location, setup, and activities, utilizing intuitive listening and effective communication skills to meet the needs of the community.

**PEER AND PRESENTER**, Volunteer, SE Works, Portland Oregon

2015 - 2016

Led and facilitated classes for ex-prisoners reentering society, engaging large groups on a wide variety of topics based on listening to the needs of the community. Inspired success and progress through coaching and presentations, with topics including stress-reduction and positive strength-based future focus, leveraging individual gifts and talents for optimal development.

**ASSISTANT SCHOOL COUNSELOR**, McCoy Academy, Grades 9-12, Portland, Oregon

2010 - 2011

Supervised large classrooms of troubled teens who had been expelled for extreme behavior, serving as a role model, group facilitator and activities builder, and teaching classes of at least twenty students. Utilized CBT and DBT dialectical behavioral therapy, leading exercises from both self-developed and from curriculum. Created trust, safety and positive change.

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## EDUCATION AND PROFESSIONAL DEVELOPMENT

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**M.A. Human Service Counseling, Life Coaching Cognate**, Liberty University (2018)

**B.A. Interdisciplinary Studies, focus on Behavioral Sciences and Fine Art**, Marylhurst University (2013)

**A.A. Human Social Sciences with studies on Addiction**, Portland Community College (2015)

**Self-Designed Degree:** "*Creating Inspired Communities*"

### **Training and Certification:**

Peer Recovery Mentor Training (*communication and motivational skills, group facilitation, crisis intervention, assertive outreach, culture, Trauma, and Ethics and Boundaries*); Motivational Interviewing Certification, ACCBO approved; Nia Dance Training and Certification, *Movement and Mindfulness instruction*; Byron Katie Facilitator Certification, *Releasing Stressful Stories*; Reiki Master, Ancient Wellsprings, Portland; Certified Feng Simi Consultant, *Sanctuary Healing*

### **Additional Community Involvement:**

*Gift for Families*, The Friendship House, Portland, Oregon (December 2014); *Books for Prisoners*, HandsOnPortland (Winter 2008); *Community Garden*, HandsOnPortland, (Spring 2007); *America Reads* - classroom management, reading skills for youths, Metropolitan Learning Center, (Fall, 2007); *Rape Crisis Hotline Volunteer*, Alice-Paul House, Indiana P.A. (1995)

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## EXCEPTIONAL REFERENCES FURNISHED UPON REQUEST

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**MARGARET BAUMGARDNER**  
margaretlbaumgardner@gmail.com  
8604 SE 11<sup>th</sup> Ave. • Portland, OR 97202 • Phone: (303) 895-9087

## EDUCATION

### **Bachelor's of Social Work**

Florida State University, Tallahassee, FL  
Graduated December 2003

### **Master's of Social Work**

University of Denver, Denver, CO  
Graduated May 2008  
Clinical Family Track  
Member of Phi Alpha, National Honor Society for Social Work

## EXPERIENCE

### **Foster Care Social Worker, Extraordinary Families (SCFFAA), Los Angeles, CA**

*April 2014-February 2016*

Provided comprehensive treatment services including case management, crisis intervention, assessment and referrals, development of treatment goals, oversight of health and mental health care, maintenance of clinical records, and coordination of service planning with the Department of Children and Families. SAFE home study certified.

### **Clinical Case Manager, Mental Health Center of Denver, Denver, CO**

*July 2008-March 2009*

*February 2005-March 2007*

Organized and provided strength based psychosocial services for a community-based, high intensity mental health team. Responsibilities included crisis intervention, linking clients with internal and external resources, providing advocacy, as well as facilitating group and individual treatment to an assigned caseload.

### **Social Work Intern, Presbyterian/Saint Luke's Medical Center, Denver, CO**

*Field Placement: September 2007-May 2008*

Provided medical case management and social services for patients and families in an inpatient hospital setting. Responsibilities included identifying and assessing high-risk patients, facilitating family meetings with interdisciplinary healthcare team, crisis intervention, coordinating discharge planning, linking patients and families to services through internal and external resources, and providing support as patients moved through the continuum of care.

**HIV/AIDS Case Management Intern, Big Bend Cares, Tallahassee, FL**

*Field Placement: August 2003-December 2003*

Provided comprehensive services to those living with and affected by HIV/AIDS in the eight-county Big Bend region of Florida. Provided sexual health education in schools, nursing homes, and assisted living communities.

**Child Bereavement Camp Counselor, Big Bend Hospice, Tallahassee, FL**

*Spring 2003 & Spring 2004*

Organized and conducted therapeutic activities during an annual day camp for children ages 5-12 who had suffered a loss in their life.

**Activities Assistant, TMH Adult Day Care Center, Tallahassee, FL**

*August 2000-April 2002*

Planned, organized and implemented activities that art and music therapy for elderly and disabled clients.

**OTHER ACTIVITIES**

**Clothing Center Chair, Duniway Elementary School Parent Teacher Association**

*August 2017-Present*

Volunteer chairperson for Clothing Center responsibilities of Duniway Elementary School in Portland, OR. Responsibilities include coordinating volunteers and facilitating Duniway Elementary's scheduled days to provide service for the Portland Public Schools Clothing Center. The Clothing Center's goal is to furnish age-appropriate clothing that fits children that come to the center needing those services.

**Board Member, Fourth and Gill Neighborhood Association**

*February 2011-August 2013*

Volunteer board member for the non-profit neighborhood association of Fourth and Gill, an urban and historic neighborhood in Knoxville, TN. Roles included Welcome Committee Chair and Communications Committee. Organized, implemented, and monitored the activities and functions of an urban neighborhood facing diverse challenges on a community level.

**Volunteer, Freedom Service Dogs, Denver, CO**

*December 2007-May 2008*

Service dog trainer and handler

**Volunteer Floor Manger, Homeless Connect, Denver, CO**

*December 2005 & June 2006*

Connected homeless individuals and families to the resources they need to get onto the pathway to self-sufficiency. Provided crisis management as needed.

**Volunteer, Big Bend Cares, Tallahassee, FL**

*September 2001-July 2004*

Supported the fiscal department and the front desk of the agency, linked clients to support groups, and coordinated major fundraising events including the "Artopia" and AIDS walks. Organized and conducted Holiday Angel Program for children living with individuals infected with HIV/AIDS.

**Volunteer, Big Bend Hospice, Tallahassee, FL**

*November 2002- July 2004*

Provided companionship and grief support for clients and their families, drove clients to medical appointments and other errands, assisted with fundraising, and participated as counselor in the annual day camp for children and teens.

**Volunteer, Tallahassee Coalition for the Homeless Point in Time Survey, Tallahassee, FL**

*March 2003*

Collected data through a survey for the assessment of local services by interviewing homeless individuals in shelters and in the surrounding neighborhoods.

**Volunteer, United Way Boys and Girls Club, Tallahassee, FL**

*January 2002-April 2002*

Supervised children, ages 5 through 16, in activities during the after-school program in an assisted living community of Tallahassee.

REFERENCES

**Leah Brookner, PhD, Assistant Professor of Practice CWEP Assistant Director**  
Portland State University School of Social Work  
(203)-216-1250

**Sarah Boone, MSW, Chief Executive Officer**  
Extraordinary Families (Formally SCFFAA)  
(213)-365-2900

**Robin Harrod, MSW, LCSW**  
Clinical Social Work/Therapist  
(213)-699-4550

**Kari Bilsborrow**  
Teacher  
(720)-253-4371

# Megan Sherwood

## Intake Specialist

### Megan Sherwood

14815 NE 83rd St  
Vancouver, WA 98682

503.501.1012  
mshenwood@gmail.com

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### Skills

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Experience supervising employees  
Skilled in conflict resolution  
Current CPR/First Aid Training  
Proficient with word, excel, powerpoint and gmail  
16+ years working with children and families  
2 years Head Start experience

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### Experience

#### Boys and Girls Aid / Intake Specialist

2011 - Present / Orem, UT

As an Intake Specialist, my responsibilities include, but are not limited to, responding to referrals for placements from contractors and community partners, such as law enforcement agencies, juvenile departments, mental health departments, the child abuse hotline, Department of Human Services (DHS) and juvenile detention. I provide crisis response for youth and/or foster homes, which require additional support for behavioral and/or emotional issues, often involving in-home crisis de-escalation and support in our agency foster homes and shelters. Additionally, I provide appropriate program screening, intake and assessment, determine appropriate foster home placement, and transport youth to/from the foster home or shelter.

#### Tornadoes Swim Team/ Head Age Group Coach

2011 - Present / Vancouver, WA

I currently work with children ages 6-12 years old coaching competitive swimming in a team setting. I create practice plans working with the children's current abilities, challenging them to reach their full potential as swimmers. I coach Monday-Saturday coaching swim practices working with 301 swimmers in a group setting with our youngest athletes. I also work closely with my swimmers parents, as we are a family centered swim team. I am also in charge of scheduling my swimmers for their events when attending swim meets.

#### Amani Center/ Family Support Services Specialist, Child Forensic Interviewer, Administrative Assistant

March 2012 - April 2013 / Seattle, WA

As a Child Forensic Interviewer I provided children with a skilled child abuse forensic interview. The forensic interview was regularly paired with a medical assessment, which includes a complete physical examination, digitally recorded interview (using Oregon Interviewing Guidelines), a determination of abuse, identification of appropriate treatment, and referral for follow-up care. Based on the child's

examination, referrals were made to a therapist and/or specialist, as needed, as well as recommendations for developmental and/or mental health evaluations. I have also been used as an expert witness in Grand Jury, juvenile dependency, and criminal trials.

As the Family Support Services Specialist (FSSS) I provided intake, support, crisis counseling and follow-up services to child victims of abuse and their non-offending caregivers. Additional services included information/ education, referral, advocacy, and Crime Victims Compensation assistance. I provided support to the child and family during the assessment process.

As Administrative Assistant I wore many hats and assisted the Executive Director with many different tasks and projects. I was in charge of completing annual reports in preparation for grants and assisted in the grant writing process. I completed invoices for clients and entered all payments into our database. I also worked on several large fundraisers for the program.

### **Lincoln County Children's Advocacy Center/ Child Advocate, Forensic Interviewer**

October 2009 - March 2012, Newport, OR

As Forensic Interviewer I provided children with a skilled child abuse forensic interview. The forensic interview at the Lincoln County Children's Advocacy Center included a digitally recorded interview (using Oregon Interviewing Guidelines), identification of appropriate treatment, and referral for follow-up care. Based on the child's interview, referrals were made to an in-house therapist and/or specialist, as needed, as well as recommendations for developmental and/or mental health evaluations. I was also used as an expert witness in Grand Jury, juvenile dependency, and criminal trials.

As a Child Advocate I provided intake, support, crisis counseling and follow-up services to child victims of abuse and their non-offending caregivers. I was also in charge of record keeping of client files for grant reporting.

### **Educational Opportunities for Children and Families / Teacher/Family Advocate**

November 2007 - October 2009, Newport, OR

While working as a Teacher/Family Advocate I provided direct services to a caseload of nine families, offered support services to families, including but not limited to: providing crisis and/or emergency intervention; and making referrals to community agencies. I conducted conferences with parents on their child's progress both developmentally and educationally. I would conduct home visits as prescribed by the program's work plan. Additionally, I would assist parents to strengthen their knowledge of community resources and how to utilize them.

In this role I also supervised and trained staff on implementing principles of safe and healthy environments for young children. This included assigning, coordinating, supervising, monitoring, and evaluating the work of staff and volunteers, as well as, completing performance appraisals. I also lead several trainings for our center staff in various child development areas.



## Education

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**Oregon State University/ Human Development and Family Sciences**

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Speciality in Early Childhood Education.

**Oregon State University/ Speech Communication**

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# MICHELLE OTTAVIANO

18960 NW Nelscott St Portland, OR • 503.869.2052  
michelleottaviano@comcast.net

## Summa

My love for humanity and the joy I find in working with youth ignites the passion and dedication behind my career as a social worker. I am a strong leader with excellent interpersonal skills and I enjoy working collaboratively within a multidisciplinary team. I am committed to providing the highest quality of holistic care; while also remaining in the forefront of current social movements that support anti-oppressive frameworks and challenge social inequalities for communities at large.

## Education

**Bachelor of Science, Administration of Justice, Minor in Sociology**, Portland State University

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## **Boys & Girls Aid**

**2007 to Present**

**Program Services Administrator, Boys & Girls Aid, Portland**

2016 to Present

- Contribute to the development and advancement of the strategic plan and the success of the agency including embodying the agency's core ideology as a senior leadership team member.
- Provide leadership and oversight of all Foster Care Services, Residential, Training, Certification and Placement services including design, implementation, management, development, evaluation, contract compliance, utilization, licensing, operations, quality assurance, supervision, budget and resource development.
- Provide supervision, support and leadership to Program Directors including full range of personnel responsibilities.
- Responsible for contract development, negotiations, implementations and oversight.
- Develops, coordinates, and oversees funding proposals and grants to maintain current services.
- Develop, implement and oversee agency training module.

## **Program Director,**

1 to -1

- Oversee all aspects of a Department of Human Services & Juvenile Justice contracts including program development, design, contract compliance, utilization, and evaluation.
- Oversee all aspects of youth treatment, behavioral management system, therapeutic groups, recreation, and gender-specific programming.

- Provide clinical supervision, support, and leadership to treatment team, program staff, and foster parents, including full range of personnel responsibility, budget, program operations, training, and professional development of staff.

**Program Coordinator,**

to 1-1

- Hire, train, and oversee all personnel responsibilities of direct care staff for four Oregon Youth Authority and Department of Human Services residential, shelter, and community-based programs.
- Provide on-site coordination and oversight of daily program operations.
- Oversee implementation of the agencies philosophy and the program's behavioral management system, daily structure, routines, and recreation.
- Conduct client screenings, assessments, and intakes.

**Residential Counselor,** Boys & Girls Aid, Portland

2007 to 2007

- Provide direct supervision of clients in residence and monitor the whereabouts of clients when away from the program.
- Demonstrate and provide role-modeling behavior, facilitate appropriate communications, model and develop suitable problem solving and conflict resolution skills for youth.
- Provide therapeutic interventions as necessitated by youth's behavior and as directed by **rnrnv1duai** service plan.

**Trainings & Qualification**

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| <ul style="list-style-type: none"> <li>• Collaborative Problem Solving</li> <li>• Trauma Informed Care</li> <li>• Wrap Around</li> <li>• Advanced Conflict Resolution</li> <li>• Supervisor &amp; Leadership Training</li> <li>• 3-5-7</li> <li>• Positive Youth Development</li> <li>• Attachment, Trauma &amp; the Brain</li> <li>• Strength's Based Approach</li> <li>• Juvenile Justice &amp; Sexual Offenses</li> <li>• Pathways</li> <li>• Healing with Relationships</li> <li>• <b>BRS RAC</b></li> </ul> | <ul style="list-style-type: none"> <li>• Restorative Justice</li> <li>• The Male Box</li> <li>• ASIST Suicide Prevention &amp; Intervention</li> <li>• Cognitive Behavioral Therapy</li> <li>• Eating Disorders</li> <li>• Gang Training</li> <li>• Effective Team Building</li> <li>• Motivational Interviewing</li> <li>• Non-Violent Crisis Prevention Intervention</li> <li>• CPR/FA</li> <li>• Girls Circle</li> <li>• Diversity, Equity &amp; Inclusion</li> </ul> |
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## *Mitchel Dault*

### Objective

Be admitted to the Oregon State University's Clinical Mental Health Master's Program.

### Education

-HIGH SCHOOL DIPLOMA | JUNE 14, 2013 | WAHAKIYAKUM HIGH SCHOOL

-BACHELOR OF SCIENCE PSYCHOLOGY & BUSINESS ADMINISTRATION MINOR | DECEMBER 14, 2018 |  
PORTLAND STATE UNIVERSITY

### SKILLS & Abilities

#### **-COMPASSION**

- Volunteered over 200 hours as a Cispus Camp Counselor, educating kids on underage drug and alcohol risks. Assisted with the transition from middle to high school.
- Researched theories and classwork dedicated to Psychology and the study of mental health.

#### **-COMMUNICATION**

- Engaged in positive and strengthening conversation with youth using trauma informed care.
- Training employees on company protocol and appropriate communication with youth.

#### **-LEADERSHIP**

Served as a role model for youth.

Led Group Skills Training sessions with up to 12 youth clients.

#### **-SUPERVISION**

- Responsible for the well-being of up to 12 youth while at the agency and in the community.

### Experience

#### **YOUTH CARE COUNSELOR | BOYS & GIRLS AID | MARCH 2018-CURRENT EMPLOYER**

- **Reference-** Evan Bailey-STEP Program Coordinator - (503) 542-2365 -ebailey@boysandgirlsaid.org

#### **STUDENT BUILDING SUPERVISOR | PORTLAND STATE UNIVERSITY | MAY 2017-MARCH 2018**

- **Reference-** Tyler Baker- Facilities Coordinator - (360) 213-3003 - tylb@pdx.edu

#### **DECK-ENGINEER | BRUSCO TUG & BARGE | JUNE 2013-JUNE 2016**

- **Reference-** Joe Bromley- Port Captain - (360) 430-0138 - joe@bruscotug.com

# Mary-Jackelyn Downing, LMHC

978-996-1190 | maryjackelyn@gmail.com

## EXPERIENCE

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### **Program Director- East Village Access PROS | Community Access | Manhattan, NY | Oct 2017- Nov 2018**

Oversaw clinical, financial and administrative operations of a 165 person psychiatric group program. Provided clinical and data driven administrative supervision of the Assistant Director, 5 recovery specialists, the psychiatrist, the nurse, and several peer interns and volunteers. Supervised and conducted intakes of new clients into the program. Maintained and built relationships with hospital social work staff to ensure a smooth referral process. Built and maintained community relationships. Conducted groups, crisis intervention and planning as necessary. Program auditing and oversight of compliance with OMH and Medicaid funding sources.

### **Program Director- Scatter Site Return | The Doe Fund | Manhattan, NY | August 2016-July 2017**

Oversaw clinical, financial and administrative operations of an 84 bed scattered site housing program for homeless individuals qualified for NYS III population E housing. Managed a staff of 5 including 1 clinical coordinator, 3 clinical case managers and 1 senior clinical case manager. Oversaw program compliance with DOHMH funding source and assured audit readiness and best practices met throughout program operations.

### **Harlem United | Manhattan, NY | April 2014-July 2016**

#### **BHI Clinician-URAM**

Assisted primary care patients with connecting to behavioral health services. Worked on-site at Healthcare Services, evaluation of and screening for mental health and substance use disorders. Implemented and monitored e-record systems to ensure patients ongoing engagement with mental health and/ or substance use care. Collaborated with the primary care, housing retention, and other necessary agency programming as needed to ensure continuity of care. Provision of brief counseling treatment.

#### **Clinical Director- HOPWA, NYS III, Housing Retention & Positive Housing for All**

Maintained clinical responsibility and oversight for 4 scattered site housing programs under 9 city and state contracts serving single men, women, and families experiencing HIV/AIDS diagnoses along with other serious medical illnesses, mental illnesses, chronic homelessness, and substance use difficulties. Individual and group clinical supervision of 14 case managers across programs ensuring continuity of care and best practices in client engagement and provision of services. Collaboration with administrative staff in conducting case conferences in accordance with HASA and HRA guidelines for housing programs, provided evaluation of, and response to, clinical crisis as they arose for each program, and clinical assessments of clients as needed.

#### **Senior Mental Health Specialist/ Program Coordinator Duties**

Provided administrative and Clinical Supervision of LMHC intern, regular administrative supervision and as needed clinical advisement for LMSW Mental Health Specialist, and administrative supervision to a peer worker/ Mental Health Advocate. Conducted data driven supervision and chart reviews, attended administrative, data, and service implementation meetings. Streamlined reporting tools, program paperwork and protocols, to maximize efficiency and contract compliance. Data collection and interpretation/implementation. Provided psychotherapy and care coordination for 14 clients within a Ryan White Funded MSV Contract.

**Clinical Specialist | Vinfen Corporation | Cambridge & Somerville, MA | January 2012-December 2013**

Provided clinical assessment and advisement to two Community Based Flexible Support Teams and 8 adjoining group homes. Identified client risk & provided action steps for management risk and crisis. Developed and conducted trainings on clinical risk protocols as well as personal safety, risk management, effective communication, symptomology of disorders, and engagement for all levels of staff. Conducted clinical rounds with individual teams and houses to facilitate information sharing and to strategize management of issues as they arise. Supervision of 4 Mental Health Counseling interns towards licensure.

**Mental Health Therapist | Private Practice | Manhattan, NY | January 2011-November 2012**

Provided mental health therapy in a private practice setting to between 4-6 individuals: adults, children, couples & families. Sliding scale fees as well as insurance utilized.

**Mental Health Therapist | Park Slope Ctr. For Mental Health | Brooklyn, NY | June 2011-November 2012**

Provided fee for service individual therapy to a caseload of 28 adults and children experiencing a variety of life stressors and emotional difficulties. Created and implemented quarterly treatment plans for the therapeutic process. Connected with outside services and insurance companies to assure continuity of care. Conducted intakes and screenings for services.

**Community Counseling and Mediation | Brooklyn, NY | May 2006-May 2011****Program Director & Clinical Coordinator**

Oversaw the operations of a Mental Health School-Based Initiative program for 25+ SED-diagnosed or SED-qualifying students ages 14--21. Supervised 5 staff in their creation and implementation of therapy groups, creative arts groups, suspension room interventions, and case planning. Conducted individual therapy and mental health assessments for students and provide referrals for further psychiatric services as needed. Maintained programming and services in accordance with DHMI-I standards for in-school programs. Collaborated with school administrators, adjoined clinics, PTA, and parents to improve and increase therapeutic service access. Conducted crisis interventions and mediation sessions as needed.

**Mental Health Therapist**

Maintained a caseload of 5-7 individual clients of varying ages and circumstances seen for fee-for-service psychotherapy in an article 31 clinic. Created and implemented quarterly treatment plans for the therapeutic process. Collaborated with foster care agencies in treatment planning, behavior plans, and assessments of adolescent clients as needed.

**Case Manager**

Created and implemented treatment plans for 25 SED-diagnosed or qualifying students ages 14--18. Provided outside program referrals; conducted individual therapy sessions; created and implemented group therapy sessions; co-led creative arts therapy sessions; provided therapeutic intervention in the high school's suspension room; and acted as a liaison between school officials, teachers, parents, students, and the program director.

**Clinical Intern | HELP USA, Help Haven | New York, NY | September 2005-April 2006**

Provided weekly counseling and implemented services plans for a caseload of 8-10 onsite survivors of domestic abuse. Maintained data and process notes on each client. Co-facilitated weekly parenting support groups. Completed hotline intakes and assessments for possible clients.

**Student Practitioner | The Creative Arts Counseling Project | New York, NY | May 2005-May 2006**

Collaborated with a dorm advisors, faculty and graduate students from the Art Therapy, Drama Therapy, Music Therapy, and Counseling Divisions to plan and implement therapeutic arts-related programming in undergraduate dormitories.

## **Vinfen Corporation | Quincy, MA | June 2003-July 2004**

### **Site Manager**

Managed a staff of 7 and oversaw the daily operations of a homeless shelter for 8 dually-diagnosed homeless men with forensic involvement. Worked with case managers on treatment plans, goals, and housing for clients; oversaw the implementation of treatment plans and groups; and advocated for clients with doctors, psychiatrists, and case workers.

### **Direct Care Staff**

Provided advocacy, information and resources to 6 individuals in a 25-bed short-term shelter for dually-diagnosed homeless men. Ran groups, implemented treatment plans, and assisted clients with their goals. Worked with case managers, clinicians, psychiatrists, doctors, and therapists. Administered medication.

## **Direct Care Staff | May Behavioral Health | West Roxbury, MA | January 2001-August 2002**

Staffed a therapeutic after-school program for 10 children ages 6-12 with MH diagnoses. Implemented behavior plans, ran anger management and relaxation groups, ran field trips, tutored, and provided advocacy as needed.

## **EDUCATION**

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### **Masters in Mental Health Counseling | New York University | New York, NY | September 2004-May 2006**

Counseling in Colleges and Community Agencies, Specialization in Trauma and Brief Treatment

### **B.S. in Psychology | Suffolk University | Boston, MA | September 1999-May 2003**

Specialization in Developmental Psychology

## **PROFESSIONAL QUALIFICATIONS**

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### **Licensed Mental Health Counselor | New York State | March 5, 2010**

### **Intercultural Studies for the Future | Boston, MA | May 2002-2017**

Board Member | May 2002-2017

Executive committee Member | 2012-2017

Co-Chair of Intercultural Skills Conference | January 2014-2017

Co-Chair of the Environmental Impact Committee | Dec 2009-2017

Co-Chair of the Conference Preparatory and Evaluative Meetings | 2008 & 2009

### **Training**

NYS child abuse and neglect mandated reporter protocol, trauma-focused Cognitive Behavioral Therapy Interventions.

### **International Research and Poster Presentations**

#### **Dakar, Senegal ;Amsterdam, Netherlands; Boston, MA 2002**

"The Effectiveness of Treatment Options available to the Homeless and Mentally Ill populations of Dakar, Amsterdam, and Boston". Independent research conducted on location in three countries utilizing observational and case study methodologies, paper completed and presentation conducted, Suffolk University- 2003.

#### **Harlem, NY**

"Strategies Employed by Building Bridges to Improve Care Coordination with PCPs"; Strauss, D., MPH; Downing, M.J., LMHC; D'Amore, M., LMSW, 2015

## **PROFESSIONAL MEMBERSHIPS**

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New York Mental Health Counselors Association, American Counseling Association, Association for Multi-Cultural Counseling and Development

## **REFERENCES**

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Available upon request

Nicole Laliberte

11045 SE Mount Scott Blvd. Portland, Oregon 97266

(802) 578-7160 nikki.laliberte@gmail.com

**Education:**

Bachelor of Science in Psychology-May 2012 - Johnson State College

Associate of Science in Human Services - May 2008 - Community College of Vermont

**Summary of skills:**

- Strong leadership and supervisory skills and ability to prioritize and manage multiple tasks and staff including crisis intervention
- Working knowledge of human development theory and of the cultural, economic, social and psychological factors that influence behavior
- Arrange interviews, consultations of case plans and Individual Plan of Care
- Provide social services and assistance to all populations, including at risk populations
- Able to execute assessments, goal planning and plans for permanency
- Provide individual counseling and monitor program activities

**Qualifications:**

- Familiarity with the Four Key Practices of the Agency of Human Services
- Knowledge of principles, methods, diagnosis, and procedures of physical and mental dysfunction
- Expert with Microsoft Office suites and data entry systems
- Understanding of human behavior and performance
- Strong verbal and written skills and active listening skills

**Professional experience:**

Boys and Girls Aid - Portland, OR

Program Coordinator/STEP/Feb. 21st, 2017 to present

- Provide supervision and oversight of program operations.
- Manage existing systems that support effective and efficient operations of the program
- Support foster parents around policies, rules, training, placements, draws, and help resolve Foster Parent related issues
- Oversee implementation of the program's daily structure, routines and recreation scheduling and planning in compliance with Boys & Girls Aid policies
- Assist in decisions related to programming and client well-being including impromptu groups, home visit changes, program crisis resolutions, and client conflict resolution



- Decision making, problem solving, and/or recommendations within the scope of position responsibilities with a wide range of day-to-day onsite operational decisions with limited supervision for regular work

UVM Extension - Child Welfare Training Partnership/Newport, VT

Facilitator/Foundation of Foster Care and Adoption Training /2013 to present

- Plan, coordinate, deliver, and evaluate training and educational materials and activities
- Provide support and resources for foster parents
- Weekly home visits and crisis management for foster children and foster parents
- Manage state and federal licensing regulations

Northeast Kingdom Human Services/Derby, VT

Therapeutic Case Manager/Intensive Family Based Services/2012 to present

- Design, administer, and monitor services for clients and their families' immediate and long term needs, including referrals for other specialized services
- Act as role model, work with other staff, Department for Children and Families, other community partners and services, as appropriate
- Provide therapeutic support to families in their homes, guide in understanding their own stressors and environmental factors that affect behavior and parenting capabilities
- Maintain appropriate documentation including case notes and data entry

Prevent Child Abuse Vermont/Nurturing Parents Programs/Statewide

Instructor/January 2012 to present

- Facilitate support groups for parents and playgroups for children at risk of child abuse
- Help parents and children learn the skills needed to strengthen themselves and their families
- Assist with evidence based curriculum groups

Community College of Vermont/Center for Online Learning - Newport, Vermont

Senior Administrative Assistant/Technical Support, 2005 to 2012

- Aid in supporting career and educational goals with all populations
- Responsible for supporting staff, students, and faculty with various needs
- Use of database systems including Excel and Access and proficient with Microsoft Professional software
- Provide technical support for all five Vermont State Colleges
- Serve as Recruitment Liaison for the college

Wendy's International- Pacific Northwest Region- Portland, Oregon

Assistant Manager 1995 to 2000

- Successfully managed 24 employees in a fast paced environment
- Balanced and recorded daily bank deposits and inventory sheets

- Analyzed operational problems, such as theft, food cost, and established procedures to alleviate such issues
- Developed goals, budgets, policies, procedures, and strategies for increased performance
- Assessed staffing needs such as interviewing, hiring and terminating employment
- Trained employees to enhance customer service in order to increase sales

# ROBERTO E. MARTINEZ

4420 SE Francis St. Portland, Oregon 97206  
Phone Number: 210.663.4488 E-mail: rbtmartinez@yahoo.com

## OBJECTIVE

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To become a trusted leader in a profession that heightens the unlimited accomplishments of my studies.

## EDUCATION

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**University of the Incarnate Word**

**San Antonio, TX**

Bachelor of Science

Major: Biology

Graduation Date: December 2005

**John Cabot University, Rome, Italy**

Study Abroad: Summer 2004

## WORK AND RELATED EXPERIENCE

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**Boys & Girls Aid Society of Oregon**

**Portland, OR**

Position: Youth Care Counselor, Relief

February 2016- Present

- Provide role-modeling behavior, facilitate appropriate communications, model and develop suitable problem solving and conflict resolution skills for youth ages (10-18), supervise and monitor the whereabouts of youth.
- Document incidents, run reports, and other emergency situations, and immediately notify the STEP Program Coordinator, Case Manager's and/or Director.
- Implement behavior management systems (point sheets and level system). Maintain consistency with Program/Agency Rules, Routines, and Policies.

**Bethesda Lutheran Communities**

**Portland, OR**

Position: Direct Support Professional

November 2013 - Present

- Report and document routine events including completing daily logs, accident reports, outcome data sheets for each client.
- Interact and assist clients (18 years old to 60 years old) on outings, cooking, completing hygiene task, creating activities, and administering medication on a daily basis.
- Ensure that clients exercise their rights and clients are treated with dignity and respect.

**Washington State School for the Blind****Vancouver, WA**

Position: Residential Life Counselor

October 2014 - May 2017

- Provide safety, guidance, supervision to students that attend The Washington State School for the Blind. Document and maintain student and staff reports, records, and communications within the four residential cottages.
- Interact and assist students (10 years old to 21 years old) with their daily schedule and routine duties in effort to facilitate student self-sufficiency.
- Provide assistance with transportation, supervision, interaction with students during off-campus, recreational activities along with long distance bus travels throughout the state of Washington.

Position: Substitute Teacher

February 2015 - May 2017

- Report to the school office to receive the schedule for the day, the teacher's lesson plans and other special instructions. Never leave students in a classroom unsupervised.
- Independently perform duties with frequent interruptions. Communicate clearly and concisely, both orally and in writing.
- Teach lesson plan and daily life skills to blind/visually impaired students with the assistance from other Teacher Assistants.

**Clarity Child Guidance Center****San Antonio, TX**

Position: Mental Health Counselor II

October 2011 - April 2013

- Appropriately support and implement Center's Treatment Philosophy of Respect, Dignity, and Understanding when caring for the patient.
- Interact, guide, supervise, and provide daily care to patients from ages three to seventeen.
- Assisting patients with activities of daily living along with the use of Collaborative Problem Solving.

**The Children's Shelter****San Antonio, TX**

Position: Residential Counselor

April 2010 - November 2011

- Provide daily care, guidance, supervision, and therapeutic intervention to residents residing in KCI Resident Treatment Center of The Children's Shelter.
- Develop positive, supportive relationships with residents and assists them, as a teacher/mentor, in meeting their treatment goals.
- Maintain and safeguard the confidentiality of residents information at all times.

**RELATED SKILLS**

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- Highly motivated, self-starter with a positive attitude.
- Ability to multitask in a fast paced environment.
- Strong organizational.
- Strong leadership qualities.
- Strong oral communication.
- Able to work as a team member, as well as independently without supervision.
- Microsoft Office, File Maker, and Camera skills.

**Sarah Nance**

9831 SE Stanley Ave.

Milwaukie, OR 97222

(503) 679-0951

thecoolestsarrah@hotmail.com

**EDUCATION**

M.Ed. in School Counseling, Lewis & Clark College

B.A. in Theatre Arts, Central Washington University

Oregon Registry Step 11 & Master Trainer, OCCD, Portland State University

Certified in SAFE, MENTOR: The National Mentoring Partnership

Certified in The Essentials: Mentoring Young Black Boys, MENTOR: The National Mentoring Partnership

Certified in Youth Work Methods, Youth Work Management, and Certified External Assessor, David P. Weikart Center for Youth Program Quality

Certified trainer of Trauma Informed Practice, Multnomah County Defending Childhood Initiative

Certified trainer of Youth Mental Health First Aid

Certified trainer of Nonviolent Crisis Intervention, Crisis Prevention Institute

**PROFESSIONAL EXPERIENCE**

**Boys & Girls Aid**  
**current**

**12/19 -**

*Training Director*

Instructional design and facilitation of research-based, best practice professional development trainings and webinars for staff, foster parents, and the community. Coordination of outside presenters for this audience. Keeping current on training needs and certification standards for employees and therapeutic foster parents. Content areas include behavioral health, child welfare system, adoption, trauma, attachment, brain science, behavior, and other related topics.

**Institute for Youth Success at Education Northwest**

**12/12 - 11/18**

***Advisor - Youth Programs***

Instructional design and facilitation of research-based, best practice professional development trainings and webinars throughout Oregon and nationally. Coordinate quality-improvement process for mentoring and youth programs, based on best practice research and evaluation methods. Leader in agency equity and diversity initiatives. Key content areas include Youth Development, Mentoring, Developmental Relationships, Supportive Communication, Social-Emotional Learning, Growth Mindset, Trauma-Informed Practice, Equity and Cultural Responsiveness, Continuous Improvement, Adult Learning & Group Facilitation.

**Metropolitan Family Services**

**7/12 -12/12**

***Activity Leader***

Instructional design and programming for students at Lewelling Elementary CAFE Program (Title I) in North Clackamas School District. Communication with school staff, coordination of learning support for students, working with community volunteers, and working with a small team of dedicated youth workers. Daily facilitation of programming for students in grades 3-6.

**Girls, Inc of Northwest Oregon**

**10/10-6/12**

***Girls Group Facilitator***

Facilitated multiple groups of 10 - 35 youth using curricula focused on reducing violence among girls, communication skills, building self-esteem, and STEM.

**Big Brothers Big Sisters Columbia Northwest**

***Clackamas County Director***

**6/07 - 3/09**

***Partnership Development Coordinator***

**8/05-6/07**

Program planning and oversight for region, fundraising, office management and staff supervision, risk management, volunteer screening, recruitment, matching, match support and closure in accordance with best practices in youth mentoring, develop corporate partnerships, coordinate media, create innovative and mutually beneficial partnerships with community including schools, government, faith community, small business, and corporations.

**Camp Fire USA - Portland, OR**

***Development Coordinator***

**6/03- 8/05**

***Youth Advocate***

**9/02- 6/03**

Instructional design and daily programming for 30 students in a school-based setting. Content focus on youth voice and leadership, cooperative learning, project-based learning, and volunteerism.

**COMMUNITY ENGAGEMENT:**

Family of Friends Mentoring Program (<https://family-of-friends.org>) - Board President

The Living Room (<http://www.thelivingroomyouth.org>) - Board Member

Sunshine Division (<http://www.sunshinedivision.org>) - volunteer

One Tail at a Time - Portland (<http://www.otatpdx.org>) - volunteer

# Sarah Sonnenfeld

sarah.graham.sonnenfeld@gmail.com

503.327.4474

## EDUCATION

Adoptive & Foster Family Therapy Certificate Program, February 2019-Completion in June 2019

Portland State University • Salem, OR

*Course Work included building resiliency and stability for adoptive, foster, and kinship families, impacts of complex trauma and healing strategies, FASO, and treating the continuum of attachment difficulties*

B.A. Sociology, June 2015

University of Oregon • Eugene, OR

*Course Work included Women's and Gender Studies, Feminist Perspectives, International Studies, Social and Political Philosophy*

Semester Abroad, June-September 2013

University of Salento • Lecce, Italy

*Summer Italian Language Intensive*

## SKILLS & ABILITIES

- Committed to creating an inclusive, comfortable, respectful environment for all
- Speaking and facilitating in large group settings, adapting verbal communication style to meet needs of individuals and deliver a positive, valuable experience
- Excellent verbal communication, active listening, and customer service skills
- Expertise in written communication, preparing and editing new content
- Efficient Scheduling

## EXPERIENCE & ACCOMPLISHMENTS

Foster Care Certification Clinician and Trainer, October 2018-Present

Boys & Girls Aid

- Prepare and train prospective parents to utilize a trauma-informed approach and attachment model when caring for youth in therapeutic foster care, ensuring each foster home is prepared to operate in a compliant manner with industry best practice
- Coordinate intake appointments, interviews, and home visits of prospective foster parent applicants and outline the certification process for care providers



- Assessment of each prospective family throughout the certification process through initial intake, questionnaires, interviews, and continued observation
- Safety Plan with families as behaviors and special circumstances arise in placements
- Utilize agency staff expertise across departments to best meet the needs of youth in care
- Collaborate with community partners to advance training objectives and connect foster parents with resources to best serve youth in therapeutic foster care

### **Permanency Specialist (Interim), August 2018-October 2018**

Boys & Girls Aid

- Schedule and deliver permanency preparation services to referred youth in foster care and with foster families to assist kids in metabolizing loss and grief from being removed from birth parents, and subsequent losses
- Listening, creating safety, and developing trust and positive relationships to support clients doing the work of grieving loss in youth permanency preparation counseling
- Plan, prepare, and implement 3-5-7 Model activities for individual kids, individual family members, and group mentoring for foster family as a whole, utilizing trauma-informed care and attachment theory to address the 7 skills of permanency
- Intake and assess clients in ETO, document interventions and outcomes in Touchpoints
- Create Service Proposals, Initial Service Plans, and document units of assessment, individual and family mentoring, and report writing for each client
- Schedule and conduct file mines with caseworkers to establish goals for each client and assemble client Boys & Girls Aid Permanency Preparation files with clinical assessments, CASA reports, education records, placement history, and other case documents
- Coordinate across multiple stakeholders such as foster parents, siblings, caseworkers, and therapists to ensure best possible delivery of permanency preparation services

### **Assistant Director of Admissions, October 2015-July 2018**

The Art Institute of Portland

- Scheduled and conducted personal advising appointments with students to ensure academic program match and collaborated to create a plan for each student's success
- Organized dynamic and engaging campus visits for students and families, customized each group's experience to their unique needs, goals, and motivations
- Planned and produced engagement events such as Open Houses, receptions, and Portfolio Shows in conjunction with academic faculty
- Exhibited at college fairs and community events, identified and connected with prospective students to schedule campus visits
- Developed communication strategies to maximize positive impact on enrollment goals

- Supported students with customized follow-up from visit, application, and matriculation
- Collaborated with disability and student services departments to ensure the highest level of service and support to prospective and continuing students from all walks of life
- Conducted upwards of 400 prospective student outreach attempts weekly, documenting all interactions in CRM software, closely tracking progress toward enrollment goals
- As College Bound Coordinator, recruit and track enrollment in college preparatory program, enrolled 66% of students in Spring term courses

## Development Intern, June-September 2015

InStove Institutional Stove Solutions

- Increased social media presence across platforms, garnered write up in 1859 magazine
- Presented information about InStove's services and allied technologies at public events to raise awareness and support of technology driven solutions to intersectional problems for women, such as poverty, health and safety and pollution in developing countries
- Waged most successful email newsletter signup campaign to date, over 90 signups in 12 hours resulting in increased brand awareness
- Researched, prepared, and published materials for Wikipedia page
- Identified potential grant maker foundations that aligned with InStove's mission, updated databases with new supporter and donor information

## **MEMBERSHIP & VOLUNTEER AFFILIATIONS**

Safe Choice Advocate & Volunteer, YWCA December 2017-November 2018

Board Member & Recruitment Chair, Vancouver Community Concert Band  
2015-Present

Gospel Choir Member, University of Oregon Gospel Choir & Singers Groups 2012-2015

Band Member, University of Oregon Marching Band 2011-2013

Sorority Member, Gamma Phi Beta Sorority Nu Chapter 2011-2015

## **STEPHANIE GONIAS**

16448 NE 8<sup>th</sup> Avenue, Unit A, Portland OR 97211 | stephaniegonias@gmail.com 1201.248.5294 |

### **SUMMARY OF QUALIFICATIONS**

- Experience with foster and adoptive families, the foster care system, and providing case management and support to families
- Knowledge of working with diverse and marginalized families during times of distress
- Commitment to continued learning in trauma-informed care and other therapeutic models for people who have experienced abuse, trauma and neglect

### **EDUCATION**

**University of Washington, Seattle WA** **June 2014**  
*Master of Social Work; Child Welfare Training and Advancement Program*

**Portland State University, Portland OR** **June 2018**  
*Adoptive and Foster Family Therapy Certificate Program*

**University of Maryland, College Park MD** **Dec 2009**  
*Bachelor of Arts in Government and Politics*

### **EXPERIENCE**

*Boys and Girls Aid, Portland OR* **Sept 2017 - Current**  
**Foster Certification Clinician**

- Plan and facilitate foster parent trainings on issues relevant to foster youth and their families; including attachment, trauma, drug effects, collaborative problem solving, etc.
- Manage and certify prospective foster parents, maintain relationship with foster families during placements; provide support, insight and trainings
- Write homestudy reports and use best judgment and engagement skills to determine strengths and recommendations for foster placements

*Parent Child Representation Program, St. Helens OR* **Oct 2016 - March 2017**  
**Legal Case Manager, 0.5 FTE**

- Provide case management to families and foster children in child welfare system, including engagement in case plan, coordination of services, court advocacy and supporting clients
- Support parents in reunification with children, including supervising visits and referrals to parenting coaching and classes
- Collaborate with attorneys to provide assessment of clients, write progress notes, and facilitate positive relationship between attorney and client, and foster parents and client
- Develop trusting relationships with community professionals, including foster parents, DHS workers, attorneys, judges, counselors, housing advocates, probation officers, etc.
- Utilize social work skills to maintain non-judgmental and supportive case work to clients, and familiarize myself with community services in Oregon

*Open Adoption and Family Services, Portland OR* **Jan 2016 - Aug 2016**  
**Temporary Counselor**

- Provided all options, strength-based counseling for women and couples facing unplanned pregnancies, assessing client needs and empowered them to make their own decision
- Facilitated adoption planning meetings and placements, supported building relationships between birth families and adoptive families through a family-centered approach
- Conducted home visits and wrote professional home study reports for adoption attorneys

- Developed curriculum and facilitated monthly adoptive family trainings and conducted adoption seminars for prospective adoptive parents

***Children's Administration; Children & Family Services, Vancouver WA* Jan 2014 - Dec 2015**  
**Intern (Jan 2014-June 2014) and Social Worker III**

- Managed a caseload of twenty-two foster youth and coordinated care with birth parents, caregivers, and community members to assess the health and safety of children
- Gained experience working with culturally diverse, vulnerable families in distressing situations; managed cases from dependency to permanency for foster youth
- Organized case files and wrote detailed and informative case notes, including legal reports and participated in regular court hearings to advocate for youth and families
- Familiarized myself with services and community nonprofits to become an effective resource for families
- Worked directly with foster parents and relative caregivers to provide support in nurturing foster children and increased my understanding of unique foster youth issues

***Echo Glen Children's Center, Snoqualmie WA* Jan 2013-Dec 2013**  
**Practicum Student**

- Supported 'Canine Connections' program which aims to rehabilitate youth offenders and teach them skills to better integrate into the community through dog therapy and training
- Met individually with juvenile offenders, including youth sex offenders and gang-affiliated youth to work on treatment plans
- Increased understanding of juvenile justice system and the needs of at-risk youth
- Observed Dialectical Behavioral Therapy (DBT) groups, learning various treatment models

***Habitat/or Humanity of East King County, Redmond WA* Sept 2010- Dec 2012**  
**AmeriCorps Family Services Support and Volunteer Coordinator**

- Organized and facilitated homeowner training classes to ensure successful homeownership, including Financial Literacy, Living with Diversity, Living Green, and Disaster Preparedness
  - Experienced working with low-income families, including immigrants and refugees
  - Oversaw an entire 'family selection' including outreach within the community, hosting informational meetings, organizing homeowner applications, and conducting home and financial interviews with applicants
- Coordinated 60+ sponsor, youth and team group visits to Habitat's construction sites, interacted with volunteers and sponsors as primary host and initial face of Habitat program  
 Created and directed a winter volunteer appreciation event, the Chilly Chili Challenge, assuming the lead role for development, recruitment, outreach and execution

***Nanny, Seattle WA* Sept 2012 - Sept 2014**

- Maintained safe and supportive environment for three young children (ages 6 months to 4 years)
- Regularly communicated with parents on needs of the children, provided feedback and collaborated on how best to support their family

**ADDITIONAL EXPERIENCE & ACTIVITIES**

*Showing Up For Racial Justice*, 2017 Cohort Member, Portland, OR (January 2017 - December 2018)

*Resource Generation*, Praxis Group Participant, Portland, OR (September 2016- March 2017)

*Orphanage Outreach*, Volunteer, Dominican Republic (January 2010)

*Center for American Progress*, Events Intern, Washington D.C. (Jan 2010-May 2010)

*Alliance for Retired Americans*, Intern, Washington D.C. (May 2009 -Dec 2009)

*MD Public Interest Research Group*, Homelessness Intern, College Park, MD (Aug 2007 - Dec 2008)

**TAYLOR G. HANSEN, MSW**  
**hansetay1913@gmail.com**

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**503.729.8689 (cell)**

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### **Education**

- George Fox University, Portland, Oregon (May 2019)  
Masters of Social Work
  - Oregon State University, Corvallis, Oregon (2014)  
Bachelor of Arts of Cultural Anthropology
  - John Cabot University, Rome, Italy (2011-2012)  
Year abroad to study the Italian language and Roman history/culture
  - Jesuit High School, Portland, Oregon (2009)
- 

### **Relevant Work Experience**

#### **Care Partners Hospice, Portland, Oregon**

##### **Medical Social Worker Intern**

*(August 2018-May 2019)*

- Completed assessments of patient and family psychological and social needs in order to estimate their capacity and potential to cope with the terminal illness and death
- Provided counseling, resources, and education to patients, families, and communities
- Successfully worked in an interdisciplinary team to provide the patient, families, and communities exceptional care

#### **Boys and Girls Aid, Portland, Oregon**

##### **Intake and Crisis Support Specialist**

*(May 2018-Present)*

- Responded to a broad range of crisis calls in appropriate evidence-based approach, and provided emotional and behavioral support when necessary
- Completed program screening, intake and assessment, determination of appropriate foster home placement and transportation of youth to the foster home

#### **George Fox University, Tigard, Oregon**

##### **Graduate Teacher's Assistant**

*(September 2017-May 2018)*

- Used detail orientated research skills to provide articles about the criminal justice system, human development, crisis intervention, and risk assessments to over fifty students
- Organized, researched, and utilized effective communication to create professional presentations for graduate social work students

#### **Lutheran Community Services, Portland, Oregon**

##### **Crime Victim Advocate Intern**

*(August 2017-May 2018)*

- Instituted successful multicultural community partnerships by building professional relationships
- Created a network of interpersonal and interorganizational development in an up and coming micro-macro non-profit

**TAYLOR G. HANSEN, MSW**  
**hansetayl913@gmail.com**

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**503.729.8689 (cell)**

**Portland Public School, Holladay Center, Portland, Oregon**

**Para Intensive Skills** (October 2016-August 2017; December 2018-Present)

- Collected and reported relevant performance and behavioral data of individual learners that supported the planning process
- Implemented complex instructional strategies in the classroom, on-campus learning environments, homes, work sites, & other community-based settings
- Assisted with modification, development and/or preparation of learning strategies, materials & activities to accommodate different learning styles, ability levels, and other learning needs of students

**Department of Human Services, Midtown Branch, Portland, Oregon**

**Social Service Assistant** (June 2016-November 2016)

- Supported the caseworker by using motivational interviewing to assist in the engagement of clients within the child protective services and permanency unit
- Contributed to risk and safety assessments and child and family assessments by providing detailed documentation
- Supported the development of a case plan with the family
- Contributed to the review and evaluation of the client progress

**Youth Villages, Lake Oswego, Oregon**

**Teacher/Counselor** (November 2014-August 2015)

- Provided daily support for Native American youth ages 11-17 using culture and spiritual activities to help restore balance between mind and body
- Worked with youth challenged with: chronic post-traumatic stress disorder, anxiety, depression, trauma, history of suicidal threats/attempts, substance abuse, developmental disorders, aggressive and destructive behaviors, autism spectrum disorders
- Successfully used trauma-focused cognitive-behavioral therapy and collaborative problem solving to communicate and work with the youth

**Oregon State University Writing Center, Corvallis, Oregon**

**Assistant to the Director** (April 2014- July 2014)

- Managed appointments and staffing on Google Calendar across 19 Writing Center face-to-face and online locations
- Updated Drupal web form to maintain records and scheduling preferences of 54 student staff and faculty members
- Provided approachable leadership for student workers while also maintaining professional correspondence with staff and faculty across campus
- Assisted director in creating a \$270,000 budget forecast while simultaneously tracking quarterly budget usage and reporting frequent status updates to track progress
- Created and implemented training courses for ESL writing assistants

**TAYLOR G. HANSEN, MSW**  
**hansetayl913@gmail.com**

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**503.729.8689 (cell)**

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### **Skills and Certifications**

- Highly experienced with Italian
  - Ability to build strong relationships to provide therapeutic care
  - Strong interest in continuing professional development
  - Ability to provide specific care plans by tailoring to each client
  - Willingness to innovate and search out creative approaches for client care
- 

### **Community Involvement**

- Assisted in the creation of the Lutheran Community Services Restorative Dialogue program and trained to facilitate Restorative Dialogues
    - Co-created the Ethnic Studies Student Association at Oregon State University which emphasized in advocating at risk youth to explore higher education
    - Volunteered with Project Lemonade in Portland Oregon for over four years to provide back-to-school shopping experiences for foster youth that promoted personal dignity
- 

### **Licenses and Certifications**

- Trained in CPI, CPS, and TIER I
- Certified in First Aid CPR AED, Child CPR AED, and Infant CPR
- Food Handler Certified
- Certified to facilitate restorative dialogues
- Clinical Social Work Association license

Traci A. Bennett  
traciannebennett@gmail.com  
(503) 780-5855

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## EDUCATION

### **Bachelor of Arts in Social Work, Minor in Child and Family Studies**

Portland State University, Portland, OR

Graduated June 2017

## EXPERIENCE

### **STEP Case Manager**, Boys & Girls Aid

Portland, OR (January 2018 to present)

- Develop and implement service plans for youth, complete client progress reports, and client related paperwork
- Provide case management services including counseling, crisis intervention, family mediation, service coordination, community referrals, and educational support
- Work collaboratively with families, treatment providers, school officials, Juvenile Court Counselors, attorneys, and DHS

### **Certification Case Aide**, Oregon Department of Human Services Child Welfare

Portland, OR (June 2017 to January 2018)

- Assist foster care certification workers in providing services to individuals and families applying to foster or adopt through the department
- Utilize the SAFE Home Study method to evaluate individuals and families applying to foster or adopt through the department

### **Permanency Intern**, Oregon Department of Human Services Child Welfare

Portland, OR (Sept. 2016 to June 2017)

- Assist permanency caseworker in providing preventative and restorative services to children and families involved with child welfare
- Work collaboratively with families, community partners, treatment providers, school officials, and the Juvenile Court
- Maintain client files, including documentation and progress notes

### **CASA Volunteer**, Court Appointed Special Advocates of Clackamas County

Oregon City, OR (June 2015 to June 2017)

- Regular contact with children, family, and service providers to determine present needs and strengths
- Prepare court reports and participate in court hearings providing testimony
- Familiarity with child development and complex family dynamics

### **Personal Support Worker**, Community Vision and Self Determination Resources Inc.

Portland, OR (May 2014 to June 2017)

- Assist with activities of daily living at home and in the community
- Follow behavior support plan and documentation using daily support record
- Maintain a positive relationship with client and encourage self-determination



**PROPOSAL CERTIFICATION**

**RFP #2019-22 Juvenile Department Short Term Residential Placements**

Submitted by: Boys + Girls Aid Society of Oregon, *r§Jr-&jo;7*  
(Must be entity's full legal name, and State of Formation)

The undersigned, through the formal submittal of this Proposal response, declares that he/she has examined all related documents and read the instruction and conditions, and hereby proposes to provide the services as specified in accordance with the RFP, for the price set forth in the Proposal documents.

Proposer, by signature below, hereby represents as follows:

- (a) That no County elected official, officer, agent or employee of the County is personally interested directly or indirectly in this contract or the compensation to be paid hereunder, and that no representation, statement or statements, oral or in writing, of the County, its elected officials, officers, agents, or employees had induced it to enter into this contract and the papers made a part hereof by its terms;
- (b) The Proposer, and each person signing on behalf of any Proposer certifies, in the case of a joint Proposal, each party thereto, certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:
  - 1. The prices in the Proposal have been arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restraining competition as to any matter relating to such prices with any other Proposer or with any competitor;
  - 2. Unless otherwise required by law, the prices which have been quoted in the Proposal have not been knowingly disclosed by the Proposer prior to the Proposal deadline, either directly or indirectly, to any other Proposer or competitor;
  - 3. No attempt has been made nor will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restraining trade;
- (c) The Proposer fully understands and submits its Proposal with the specific knowledge that:
  - 1. The selected Proposal must be approved by the Board of Commissioners.
  - 2. This offer to provide services will remain in effect at the prices proposed for a period of not less than ninety (90) calendar days from the date that Proposals are due, and that this offer may not be withdrawn or modified during that time.
- (d) That this Proposal is made without connection with any person, firm or corporation making a bid for the same material, and is in all respects, fair and without collusion or fraud.
- (e) That the Proposer shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document.
- (f) That the Proposer accepts all terms and conditions contained in this RFP and that the RFP and the Proposal, and any modifications, will be made part of the contract documents. It is understood that all Proposals will become part of the public file on this matter. The County reserves the right to reject any or all Proposals.
- (g) That the Proposer holds current licenses that businesses or services professionals operating in this state must hold in order to undertake or perform the work specified in these contract documents.
- (h) That the Proposer is covered by liability insurance and other insurance in the amount(s) required by the solicitation and in addition that the Proposer qualifies as a carrier insured employer or a self-insured employer under ORS 656.407 or has elected coverage under ORS 656.128.
- (i) That the Proposer is legally qualified to contract with the County.
- (j) That the Proposer has not and will not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation, gender identity, national origin, or any other protected class. Nor has Proposer or will Proposer discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055.

(k) The Proposer agrees to accept as full payment for the services specified herein, the amount as shown in the Proposal.

°ls6Resident Bidder, as defined in ORS 279A.120

0- Non-Resident Proposer, Resident State=-----  
Oregon Business Registry Number S 3 S i 2-----

Contractor's Authorized Representative:

Signature: \_\_\_\_\_ Date: L/- 17 - / 9  
Name: Ve V-0.. S+au It' Title th,e{ ' /;)pe;v-o.h hjt>ffi«  
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Contract Manager :

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Phone number: (50'3;) Sl/:::J. - d 7 3 J .  
Email Address: motfa via-ho G ?jSC<.nd4"wk cud.oY!)



Evelyn Minor-Lawrence  
Director

DEPARTMENT OF HUMAN RESOURCES  
PUBLIC SERVICES BUILDING  
2051 Kaen Road | Oregon City, OR 97045

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Contract Renewal between the Clackamas County, Department of Human Resources and Mercer Health & Benefits LLC to provide Benefits Consulting Services.

<b>Purpose/Outcomes</b>	Approval of Contract Renewal for one additional year.
<b>Dollar Amount and Fiscal Impact</b>	\$163,300.00
<b>Funding Source</b>	Benefit Administration Fee collected from departments on a per employee per month basis
<b>Duration</b>	Renew for 1 year (July 1, 2019 through June 30, 2020)
<b>Previous Board Action</b>	Original Contract Approval February 28, 2019 by the Board.
<b>Strategic Plan Alignment</b>	Benefits and Wellness Strategic Plan: Provide cost-effective, responsive and comprehensive benefit services to County departments, current and retired employees and their family members so they can better serve the residents of Clackamas County.  County Strategic Plan Area of Focus: Provide financial stability and leadership.
<b>Counsel Review</b>	6/18/19
<b>Contact Person</b>	Kristi Durham, 503-742-5470

**BACKGROUND:**

Mercer Health & Benefits LLC is a national benefits consultant that consults with Clackamas County to set strategy, shop the marketplace, negotiate with vendors for best value, and participate in key roles such as providing and interpreting data for the Benefits Review Committee (BRC). This is a contract renewal to provide these critical services while a longer-term contract is being procured through the competitive process.

**RECOMMENDATION:**

Staff respectfully recommends the Board of County Commissioners approve the contract with Mercer Health & Benefits LLC to provide Benefits Consulting Services.

Respectfully submitted,

Evelyn Minor-Lawrence, Director

Placed on the Agenda of \_\_\_\_\_ by the Procurement Division

**AMENDMENT #1  
CLACKAMAS COUNTY  
PERSONAL/PROFESSIONAL SERVICES CONTRACT**

This Amendment #1 is entered into between Mercer Health & Benefits LLC (“Contractor”) and Clackamas County, a political subdivision of the State of Oregon, on behalf of its Human Resources/Benefits and Wellness Division (“County”) and it shall become part of the Contract documents entered into between both parties on February 28, 2019 (“Contract”).

The County is in the process of preparing a request for proposals to provide the County consultation services for conducting strategic planning sessions, strategizing healthcare trends, advising on changes and benchmark health plan costs and employee contributions, and related services. Contractor currently provides such services. Given timing constraints, the County does not believe it will complete the request for proposal, or other similar public process, prior to expiration of the current Contract.

As a result, the parties agree to extend the Contract for an additional year and make the following changes to the Contract:

1. **ARTICLE 1, Section 1. Effective Date and Duration** is hereby amended as follows:  
The Contract termination date is hereby changed from June 30, 2019 to **June 30, 2020**.
2. **ARTICLE 1, Section 2, Scope of Work.** Contractor shall provide the same Work described in Article 1, Section 2, Scope of Work, of the Contract for the additional one (1) year term of the Contract.
3. **ARTICLE 1, Section 1 3. Consideration** is hereby amended as follows:  
In consideration for Contractor providing the Work for the additional one (1) year term, County is authorizing payment of a total of **\$163,300.00** to complete this work. Payments shall be made in accordance with the Contract terms and conditions. The total amended consideration for the Contract shall not exceed \$326,600,00.

Original Contract Amount	\$ 163,300.00
<b><u>Amendment #1</u></b>	<b><u>\$ 163,300.00 + Time</u></b>
<b>Total Amended Contract</b>	<b>\$ 326,600.00</b>

Except as expressly amended above, all other terms and conditions of the Contract shall remain in full force and effect. By signature below, the parties agree to this Amendment #1, effective upon the date of the last signature below.

Mercer Health & Benefits, LLC

Clackamas County

\_\_\_\_\_  
Authorized Signature                      Date

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

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Recording Secretary                      Date

Approved as to Form

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



June 27, 2019

Board of County Commissioners  
 Clackamas County

Members of the Board:

Approval of an Amendment to an Intergovernmental Agreements with the  
State of Oregon Related to Funding for a Future County Courthouse

<b>Purpose/Outcome</b>	Approval of an amendment to an intergovernmental agreement with the State of Oregon related to the planning phase for a future county courthouse.
<b>Dollar Amount and Fiscal Impact</b>	No financial impact as a result of this amendment. The existing agreements facilitate the receipt of approximately \$95.7 million in state funds towards the design and construction of a new County Courthouse.
<b>Funding Source</b>	County staff anticipates that the future county courthouse will be funded using a combination of local funds in the form of either revenue from a voter-approved bond or from the County's general fund, and matching funds from the State of Oregon.
<b>Duration</b>	The existing Phase 1 agreement will expire upon the completion of the benchmarks described in the agreement, which County staff anticipates will occur by December 31, 2019.
<b>Previous Board Action/Review</b>	Policy Sessions: 2/14/17, 10/17/17, 6/26/18, 9/18/18, 1/29/19. Approval of IGA's: 2/14/19
<b>Strategic Plan Alignment</b>	Build public trust through good government - this falls in line with the Board's goal that by the end of 2022, Clackamas County will have completed construction and occupied a new County Courthouse on the Red Soils Campus.
<b>Contact Person</b>	Gary Barth, (503) 754-2050

**Project Background**

For over 20 years Clackamas County has been planning, building, and consolidating relevant services to the County owned Red Soils Campus in Oregon City to provide a cohesive integrated public service center for citizens. A new Courthouse facility has been the center of that master plan since its inception.

The Oregon Courthouse Capital Construction Improvement Fund (OCCCIF) provides a path to assist the County with realizing this piece of the master plan. Earlier this year, the County entered into two separate agreements with the State of Oregon to facilitate the receipt of OCCCIF proceeds to assist in the planning, design and construction of the Courthouse facility. The County plans to divide the matching fund request into three biennium:

- 2017-2019 \$1.2 million (planning)
- 2019-2021 \$31.5 million (design & preconstruction)
- 2021-2023 \$63.0 million (construction & furniture)

The Fiscal Year 2017-2019 fund request was approved and is being used for the current planning efforts. The source of these funds is from the State General Fund.

One of the two agreements approved by the Board earlier this year relates to Phase I of the project, which the parties intend to cover planning activities and establishes a State reimbursement to the County of up to \$1.2 million for qualifying costs. The Phase I Funding Agreement specifies those costs that will be eligible for reimbursement, and establishes benchmarks that define the successful completion of Phase I of the project. The date to complete the benchmarks for Phase 1 is July 1, 2019. The parties recognize that this is not possible, primarily due to the County's obligation to provide a financing plan, and have agreed to amend the Phase 1 agreement to extend time in which the County has to complete its obligation to December 31, 2019.

**RECOMMENDATION**

Staff respectfully recommends the Board approve the attached amendment to the Phase 1 intergovernmental agreement with the State of Oregon.

Sincerely,

Gary Schmidt  
Clackamas County Administrator

**AMENDMENT NUMBER 01  
CLACKAMAS COUNTY COURTHOUSE  
PHASE I FUNDING AGREEMENT**

This is Amendment No. 01 to the Clackamas County Courthouse Phase 1 Funding Agreement entered into on February 28, 2019 by and among the State of Oregon, acting by and through its Department of Administrative Services (“DAS”) and the Oregon Judicial Department (“OJD”) (together referred to as the “State”), and Clackamas County, Oregon (the “County”) (the “Agreement”).

It has now been determined by the State and the County that the Agreement referenced above shall be amended to extend the Phase Completion Date from July 1, 2019 to July 1, 2020.

1. **Effective Date.** This Amendment is made \_\_\_\_\_, 2019 and shall become effective on the date it is fully executed and approved as required by applicable law.

2. **Amendment to Agreement.**

**Project Summary, which reads:**

**Project Title:** Clackamas County Courthouse

**County:** Clackamas County

**Phase:** Phase I

**State Funds for Phase I:** \$1,200,000.00 (General Funds)

**Phase Completion Date:** July 1, 2019

**Estimated Project  
Completion Date:** February 1, 2024

**Shall be deleted in its entirety and replaced with the following:**

**Project Title:** Clackamas County Courthouse

**County:** Clackamas County

**Phase:** Phase I

**State Funds for Phase I:** \$1,200,000.00 (General Funds)

**Phase Completion Date:** July 1, 2020

**Estimated Project**

**Completion Date:** February 1, 2024

**Section 4, Phase-Specific Definitions, Paragraph (c) which reads:**

(c) "Phase Completion Date" means July 1, 2019 (or as may be extended by the agreement of the parties).

**Shall be deleted in its entirety and replaced with the following:**

(c) "Phase Completion Date" means July 1, 2020 (or as may be extended by the agreement of the parties).

3. **Counterparts.** This Amendment may be executed in two or more counterparts (by facsimile or otherwise) each of which is an original and all of which when taken together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
4. **Original Agreement.** Except as expressly amended above, all other terms and conditions of the original Agreement are still in full force and effect. Agency certifies that the representations, warranties and certifications in the original Agreement are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

**The State and the County, by execution of this Amendment, each hereby acknowledge that each has read this Amendment, understands it and agrees to be bound by its terms and conditions.**

**The State of Oregon,  
acting by and through its Department of Administrative Services (DAS):**

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

**The State of Oregon,  
acting by and through its Judicial Department (OJD):**

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_



***Approved as to Legal Sufficiency for the State:***

By: \_\_\_\_\_  
Shelby E. Robinson, Assistant Attorney General

***Approved as to all provisions relating to the Department of Human Services, as Colocation Agency hereunder:***

**The State of Oregon,  
acting by and through the Department of Human Services (Colocation Agency):**

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

***Approved as to all provisions relating to the Office of Public Defense Services, as Colocation Agency hereunder:***

**The State of Oregon,  
acting by and through the Office of Public Defense Services (Colocation Agency):**

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

**Clackamas County, Oregon (County):**

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

***Approved as to Legal Sufficiency for the County:***

By: \_\_\_\_\_  
Nathan Boderman, Assistant County Counsel



NANCY S. BUSH  
DIRECTOR

DEPARTMENT OF DISASTER MANAGEMENT  
COMMUNICATIONS AND EMERGENCY OPERATIONS CENTER  
2200 KAEN ROAD OREGON CITY, OR 97045

June 27, 2019

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of FY18 Urban Area Security Initiative (UASI)  
Subrecipient Grant Agreement with the City of Oregon City

<b>Purpose/Outcomes</b>	Approving the FY18 Subrecipient Grant Agreement between Clackamas County and the City of Oregon City allows Oregon City to receive and/or benefit from UASI grant funds that pass through Clackamas County.
<b>Dollar Amount and Fiscal Impact</b>	The UASI grant is a 100% federal share grant. Clackamas County acts as the pass-through for grant funds to sub-recipients, receiving full reimbursement for any expenses incurred. Approval of this Subrecipient Grant Agreement provides Oregon City with a grapple truck for debris management activities valued at \$150,000.
<b>Funding Source</b>	The United States Department of Homeland Security, Federal Emergency Management Agency - no County General Funds are involved.
<b>Duration</b>	The FY18 UASI grant award period is effective through February 28, 2021.
<b>Previous Board Action</b>	The FY18 UASI Intergovernmental Agreement, which serves as the basis for this agreement, was approved by the Board of County Commissioners during the May 16, 2019 business meeting – agenda item 051619 – F.2.
<b>Strategic Plan Alignment</b>	<ol style="list-style-type: none"> <li>1. Coordination and Integration of Planning and Preparedness</li> <li>2. Ensure Safe, Healthy and Secure Communities</li> </ol>
<b>Counsel Review</b>	June 12, 2019
<b>Contact Person</b>	Nancy Bush, Director, 503-655-8665
<b>Contract No.</b>	Subrecipient grant agreement 20-013

**BACKGROUND:**

Clackamas County is a signatory to the FY18 UASI Subrecipient Grant Agreement with the City of Portland that requires the County to be the sponsoring, or pass-through, agency for other county agencies and special districts that receive funding or benefit from UASI grants. Approval of the FY18 UASI Subrecipient Grant Agreement with Oregon City will allow the district to receive a grapple truck for debris management activities valued at \$150,000.

**RECOMMENDATION:**

Staff respectfully recommends the Board approve Subrecipient Grant Agreement #20-013 between Clackamas County and the City of Oregon City.

Respectfully submitted,

Nancy Bush, Director



OFFICE OF COUNTY COUNSEL

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

**Stephen L. Madkour**  
County Counsel

**Kathleen Rastetter**  
**Scott C. Ciecko**  
**Amanda Keller**  
**Nathan K. Boderman**  
**Shawn Lillegren**  
**Jeffrey D. Munns**  
**Andrew R. Naylor**  
**Andrew Narus**  
**Sarah Foreman**  
Assistants

June 27, 2019

Board of County Commissioners  
Clackamas County

Members of the Board:

DESIGNATION OF NEWSPAPER FOR 2019  
PROPERTY TAX FORECLOSURE PUBLICATION

<b>Purpose/Outcomes</b>	To institute tax foreclosure proceedings and comply with Oregon statute to serve notice of intent.
<b>Dollar Amount and Fiscal Impact</b>	Costs of publications are included in the Assessment and Taxation 2019-2020 budget.
<b>Funding Source</b>	Not applicable.
<b>Duration</b>	Not applicable.
<b>Previous Board Action</b>	Board approval annually at the end of June.
<b>Counsel Review</b>	5/29/19
<b>Contact Person</b>	Anja Mundy, County Counsel x 5396

**Background:**

To institute foreclosure proceedings, the County is required by Oregon statute to serve notice of intent to foreclose, either by certified mail and publication or in person. The County has chosen the first method and rotates publication of the foreclosure list among the two County newspapers that historically have the greatest circulation: The Clackamas Review and the Lake Oswego Review. This year, the newspaper proposed for publication is the Lake Oswego Review.

The projected cost of publication in the Lake Oswego Review is included in the Assessment and Taxation's 2019-2020 budget for publication.

**Recommendation:**

Staff recommends the Board of County Commissioners approve the designation of the Lake Oswego Review to publish the 2019 tax foreclosure list.

Respectfully submitted,

A handwritten signature in black ink that reads "Kathleen Rastetter". The signature is written in a cursive style with a large initial 'K'.

Kathleen Rastetter  
Sr. Legal Counsel



Dave Cummings  
Chief Information Officer

## Technology Services

June 27, 2019

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of ORMAP Intergovernmental Agreement Contract # DOR-189-19  
with the Oregon Department of Revenue for  
Digital GIS Tax Lot Conversion

<b>Purpose/Outcomes</b>	This IGA will provide funding to continue the conversion of paper survey documents and Assessment maps to a digital GIS database as required under ORS 306.135.
<b>Dollar Amount and Fiscal Impact</b>	This semi-annual IGA Contract is \$42,250 for this funding period. Amount varies with each ORMAP grant request due to funding availability. The County matches \$35,000 annually, typically 35% of the amount the State provides.
<b>Funding Source</b>	State of Oregon, Department of Revenue
<b>Duration</b>	Terminates June 30, 2020
<b>Previous Board Action/Review</b>	The County has participated in this program since 1999 with the BCC approval of IGA Contracts with the Dept. of Revenue twice a year in varying amounts.
<b>Strategic Plan Alignment</b>	1. Creation of a publicly available internet based data and document portal including all legally available data 2. Building public trust through good government
<b>Contact Person</b>	Eric Bohard, Tech. Services Mgr. – Technology Services 503-723-4814

### BACKGROUND:

This program, legislated in 1999 as ORS 306.135, provides for the funding from the State Department of Revenue for GIS digital tax lot capture and the creation of digital Assessor's tax lot maps. The ORMAP program collects \$1.00 for each recorded land related document from all Oregon Counties. These funds go into a pool administered by the Oregon State Department of Revenue. Funds are distributed to Counties based on competitive grant applications twice a year. This contract represents our spring 2019 award of our grant request for continuing work on the capture of tax lot lines and annotation from survey documents and converting that information to a digital GIS database as spelled out by Oregon Department of Revenue standards.

The product created by funds from this IGA contract benefits the County, the State, and most importantly, the public. Having an accurate ownership GIS layer allows uses of the data to make more informed decisions and provides a more accurate base map for other GIS map data.

This project is a collaborative effort between the Clackamas County's Assessor's Office and the GIS Division of the Technology Services Department. Also assisting in this effort is the County's Surveyor. County Counsel has reviewed these on-going ORMAP contracts and has approved as to form.

**RECOMMENDATION:**

Staff respectfully recommends that the Board of County Commissioners approves Intergovernmental Agreement Contract # DOR-189-19 with the State of Oregon Department of Revenue for the continued conversion of paper survey documents and Assessment maps to a digital GIS database.

Respectfully submitted,

David Cummings  
Chief Information Officer

**DEPARTMENT OF REVENUE  
ORMAP INTERGOVERNMENTAL AGREEMENT  
CONTRACT #DOR-189-19**

This Agreement is entered into by and between the State of Oregon, acting by and through the Department of Revenue (“Department”) and Clackamas County GIS (“County”).

WHEREAS, under ORS 306.135 the Department is charged with developing a base map system to facilitate and improve the administration of the ad valorem property tax system;

WHEREAS, pursuant to ORS 190.110, the Department may cooperate, by agreement or otherwise, with a unit of local government in performing the duties imposed upon it by ORS 306.135.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Department and the County agree to the following:

I. **EFFECTIVE DATE OF AGREEMENT; AWARD; PROJECT COMPLETION**

- A. Effective Date of Agreement. This Agreement shall become effective on the date this Agreement has been signed by every party and all required approvals have been obtained.
- B. Award. The Department shall provide funds in the amount of **\$42,250.00** (the “Award”) to the County to fund all or part of the activities set forth in Exhibit A (“Proposal”) which is attached hereto and by this reference made a part hereof. The part of the activities set forth in the Proposal which is funded by the Award shall be called the “Project”. All of the activities set forth in the Proposal, whether funded by the Department or by other sources, shall be referred to as the “Total Project”. (If there are no other funders beside the Department for the activities described in the Proposal, the Total Project is the same as the Project.) The Department shall not be obligated to provide to the County, and the County shall not use the Award other than for costs for the Project.
- C. Project Completion. County agrees to complete the Total Project in accordance with the terms and specifications of the Proposal by **June 30, 2020** (“Project Completion Date”). Final billing for the Project shall be submitted to the Department on or before **July 31, 2020**.

II. **DISBURSEMENTS.**

- A. Disbursement of Funds by the Department. Subject to Section IV, upon receipt of the County’s request for disbursement, the Department shall disburse the

Award to the County on a cost reimbursement basis. The Department may, in its sole discretion, impose a minimum or maximum dollar amount for each disbursement request or limit the frequency of disbursement requests.

- B. Overpayment. In the event that the aggregate amount of the Department's disbursements hereunder exceeds the costs of the County for the Project, the County agrees to refund to the Department the amount paid in excess of such costs within thirty (30) days of final billing by the County or the Project Completion Date, whichever is earlier.
- C. Disallowed Costs. The County agrees that payment(s) under this Agreement shall be subject to offset or reduction for amounts previously paid hereunder which are found by the Department not to constitute allowable costs under this Agreement. If such disallowed amount exceeds the payment(s); the County shall immediately upon demand pay the Department the amount of such excess.
- D. Cost Savings. Any cost savings realized on the Total Project shall be prorated between the funding sources based on the percentage of their respective cash contributions as set forth in the Proposal. In no event shall the Department pay for more than its pro rata share of the County's actual out-of-pocket cost of the Total Project.
- E. No Duplicate Payment. The County shall not be compensated for, or receive any other duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party.

### III. REPRESENTATIONS AND WARRANTIES

County represents and warrants to the Department that (1) it has the power and authority to enter into and perform this Agreement, (2) this Agreement, when executed and delivered, shall be a valid and binding obligation of County enforceable in accordance with its terms, (3) the Total Project shall be performed in a good and workmanlike manner and in accordance with the highest professional standards, (4) those persons performing work on the Total Project shall, at all times during the term of this Agreement, be qualified, professionally competent and duly licensed to perform work on the Total Project, and (5) Exhibit A presents a good faith estimate of the costs of the Total Project and the Project and accurately states the amount of other funds, whether in cash or through binding commitment(s), available for payment of the costs of the Total Project.

### IV. CONDITIONS TO DISBURSEMENT



- A. Conditions Precedent to Disbursement. The Department shall not be obligated to disburse any funds hereunder for Project costs unless (1) there exists no event of default or default which with notice or lapse of time or both will become an event of default hereunder, and (2) the Department has received from the County (i) a request for disbursement signed by a duly authorized representative of the County (which shall, among other things, state that the County has or will have sufficient funds to complete the Total Project by the Project Completion Date), (ii) an itemized invoice and (iii) such other documentation as the Department may require, all in form and substance satisfactory to the Department; further, the Department shall only be obligated to disburse Award funds to the extent that the portion of the Award represented by the aggregate amount of all disbursements made through the date of the disbursement request (including the amount of the disbursement request) does not exceed the percentage of the Project completed through the date of the disbursement request, as determined by the Department.
- B. Conditions Precedent to Final Disbursement. The Department shall not be obligated to make final disbursement hereunder until a final payment request and such documentation as may be required by the Department, all in form and substance satisfactory to the Department, shall be submitted by the County to the Department. Final payment will be made to the County within forty-five (45) days of approval by the Department.

## V. COVENANTS

- A. Assignment. If the County hires a contractor(s) to do all or part of the Project, the County shall remain liable for compliance with the terms and conditions of this Agreement and shall not in any way be relieved of any of its obligations under this Agreement. The County shall be responsible for all cost overruns.
- B. Payments. To the extent required by state and federal law, the County agrees to:
1. Make payment promptly as due to all contractors, subcontractors, vendors and other persons supplying labor and/or materials for the Project; and
  2. All employers, including County, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). County shall require and ensure that each of its subcontractors complies with these requirements.

- C. Liabilities. County shall perform its obligations under this Agreement as an independent contractor. Each party shall be responsible exclusively with respect to its employees, for providing for employment-related benefits and deductions that are required by law, including but not limited to federal and state income tax deductions, workers' compensation coverage, and contributions to the Public Employees Retirement System.

Each party shall be responsible, to the extent required by law (including the Oregon Tort Claims Act, ORS 30.260-30.300), only for the acts, omissions or negligence of its own officers, employees or agents.

- D. Compliance with Applicable Law. The County shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to this Agreement. The Department's performance under this Agreement is conditioned upon the County's compliance with the provisions of ORS 279B.220, 279B.235, 279B.230 and 279B.270, as amended from time to time, which are incorporated by reference herein. The parties shall, to the maximum extent economically feasible in the performance of this Agreement, use recycled paper (as defined in ORS 279A.010(ee)), recycled PETE products (as defined in ORS 279A.010(ff)), and other recycled products (as "recycled product" is defined in ORS 279A.010(gg))
- E. Records Maintenance. The County shall maintain all fiscal records relating to this Agreement in accordance with generally accepted accounting principles and the Oregon Local Budget Law, ORS 294.305 to 294.565.. In addition, the County shall maintain any other records pertinent to this Agreement in such a manner as to clearly document the County's performance. The County's accounting procedures shall provide for an accurate and timely recording of receipt of funds by source, of expenditures made from such funds, and of unexpended balances. Controls shall be established which are adequate to ensure that all expenditures reimbursed under this Agreement are for allowable purposes and that documentation is readily available to verify that such charges are accurate.
- F. Access. The County acknowledges and agrees that the Department and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to such fiscal records and other books, documents, papers, plans and writings of the County that are pertinent to this Agreement to perform examinations and audits and make copies, excerpts and transcripts. The County shall retain and keep accessible all such fiscal records, books, documents, papers, plans and writings for a minimum of five (5) years, or such longer period as may be required by applicable law, following final payment under this Agreement, or until the conclusion of any audit, controversy, or litigation arising out of or related to this Agreement, whichever date is later.

- G. Project Ownership. The Department acknowledges and agrees that the Project is the exclusive property of the County. The County acknowledges and agrees that the Department is not responsible or liable in any manner for the completion or maintenance of the Project or Total Project.

VI. TERMINATION; REMEDIES

- A. Termination for Convenience. Either party may terminate this Agreement at any time upon thirty (30) days prior written notice to the other party; provided, however, that the County shall, within thirty (30) days of such termination, reimburse the Department for all funds disbursed by the Department hereunder to the extent that the amount of funds disbursed exceeds the amount of the Award multiplied by the percentage of the Project completed to the satisfaction of the Department; provided further that until the County has fully reimbursed the Department for such funds, the County shall comply with the terms of this Agreement.

B. Termination Because of Non-Appropriation or Project Ineligibility.

1. The Department, at any time upon prior written notice to the County, may terminate this Agreement if the Department fails to receive funding or appropriations, limitations, or other expenditure authority at levels sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to pay for the allowable costs of the Project to be funded hereunder or any state law, regulation or guideline is modified, changed or interpreted in such a way that the Total Project, or any portion of the Total Project, is no longer eligible for Award funds.
2. In the event insufficient funds are appropriated by the County for its share of the costs of the Total Project and the County has no other lawfully available funds, then the County may terminate this Agreement at the end of its current fiscal year, with no further liability to the Department. The County shall deliver to the Department written notice of such termination within thirty (30) days of its determination of such shortfall.

C. Termination for Default. The Department may, at any time upon thirty (30) days prior written notice to the County, terminate this Agreement if:

1. The design and implementation of the Total Project is not pursued with due diligence; or
2. The cadastral portions of the Total Project do not conform to the Department of Revenue Oregon Cadastral Map System; or

3. The County fails to receive funding for portions of the Total Project from outside sources as described in its Proposal; or
  4. The County, without the prior written approval of the Department, uses the funds provided by the Department hereunder in a way other than the Project described in the Proposal.
  5. The County violates any other provision of this Agreement.
- D. Rights and Remedies. The County shall, within thirty (30) days of its receipt of the notice described in Section VI.C above, reimburse the Department for all funds disbursed hereunder to the extent that the funds disbursed exceed the amount of the Award multiplied by the percentage of the Project completed to the satisfaction of the Department as of the date of County's receipt of the notice described in Section VI.C above. Further, the Department shall have any and all rights and remedies available at law or in equity.

## VII. GENERAL PROVISIONS

- A. Force Majeure. Neither the Department nor the County shall be held responsible for delay or failure to perform when such delay or failure is due to fire, flood, epidemic, strike, public carrier, act of God, act of a public enemy or a public authority or a cause which cannot be reasonably foreseen or provided against.
- B. Persons Not to Benefit. No member of or delegate to Congress, resident commissioner, officer, agent or employee of the United States of America, member of the Oregon Legislative Assembly, elected official of the State of Oregon, or official, agent, or employee of the State of Oregon, or elected member, officer, agent, or employee of any political subdivision, municipality or municipal corporation of the State of Oregon shall derive any unfair knowledge or financial benefit from this Agreement that is not offered to others in a competitive process.
- C. No Third Party Beneficiaries. The Department and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
- D. Successors and Assigns. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the Department and County and their respective successors and assigns; provided however that the County may not

assign this Agreement or any interest therein without the prior written consent of the Department, which consent may be withheld for any reason.

- E. Severability. The Department and the County agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provisions held to be invalid.
- F. Notice. Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid, to the Department or the County at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either party may hereafter indicate pursuant to this Section. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.
- G. Counterparts. This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement binding all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Agreement so executed shall constitute an original.
- H. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between the Department and/or other agency or department of the State of Oregon and the County that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether it is sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. COUNTY, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.
- I. Merger Clause; Amendment; Waiver. THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE DEPARTMENT AND THE COUNTY ON THE SUBJECT MATTER HEREOF. NO MODIFICATION OR

CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH THE DEPARTMENT AND THE COUNTY, AND NO CONSENT OR WAIVER SHALL BE EFFECTIVE UNLESS IN WRITING AND SIGNED BY THE PARTY AGAINST WHOM SUCH CONSENT OR WAIVER IS BEING ENFORCED. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. THE DELAY OR FAILURE OF THE DEPARTMENT TO ENFORCE ANY PROVISION OF THIS AGREEMENT SHALL NOT CONSTITUTE A WAIVER BY THE DEPARTMENT OF THAT PROVISION OR ANY OTHER PROVISION. THE COUNTY, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS.

DEPARTMENT:

State of Oregon, acting by and through its  
Department of Revenue  
Authorized Agency Signature

By: \_\_\_\_\_

Ralph Amador, Chief Financial Officer

Date: \_\_\_\_\_

COUNTY:

Clackamas County (GIS)

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax No: \_\_\_\_\_

# EXHIBIT A

AWARD LETTER  
COUNTY GRANT PROPOSAL



# Oregon

Kate Brown, Governor

Department of Revenue  
Property Tax Division  
955 Center St NE  
PO Box 14380  
Salem, OR 97309-5075  
www.oregon.gov/dor

June 6, 2019

Eric Bohard, Technical Services Division Manager  
Clackamas County Technical Services  
121 Library Court  
Oregon City, OR 97045

Dear Mr. Bohard

I am pleased to inform you that the Department of Revenue has approved your request for funding through the ORMAP program. You will soon receive a contract to formalize the ORMAP grant agreement with the Department of Revenue. The agreement will be effective from July 1, 2019 through June 30, 2020.

Listed below are the deliverables as outlined in your grant request. In order to expedite the payment process for you, please use the "ORMAP Invoice" form, you can download a copy from the ORMAP site. Please state the correct contract number on the chart and complete the information requested for each task or deliverable.

Contract Number:		
Task	Deliverable	Award Amount
1	1340 Taxlots	\$37,520.00
2	10 Control Points	\$5,000.00
Total		\$42,520.00

If you have questions, please contact the ORMAP Coordinator, Philip McClellan (503-586-8128).

Best wishes for a successful project.

With regards,

Bram N. Ekstrand  
Property Tax Assistance and Oversight Section Manager  
Oregon Department of Revenue

cc: Clackamas County Assessor  
DOR Finance Department  
File



# ORMAP Grant Application

Section I. County and Grant Information			
<b>A. County:</b> Clackamas County GIS		<b>B. Funding Cycle:</b> Spring 2019	
<b>C. Project will help meet ORMAP Goal(s):</b> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input checked="" type="checkbox"/> 5 <input type="checkbox"/> 6 <input type="checkbox"/>		<b>D. Fund Request:</b> \$42,520	
Section II. Summary of Project			Department Assessment
<b>A. Brief Overview of the Request</b>			<input type="checkbox"/> Pass <input type="checkbox"/> Fail
This project is a continuation of Clackamas County's ORMAP tax lot re-mapping project. The funds requested for this period will be used to digitally capture, rectify, annotate, and prepare tax lots for map production using COGO techniques. With full funding, 1,500 rural and urban tax lots will be completed to ORMAP standards for this project period. This grant also would fund 10 control points.			
Scope and Deliverables			
Check	Deliverables	Brief description of the deliverables	
<input checked="" type="checkbox"/>	Tax Lot Conversion	Conversion of paper plats and surveys using COGO or digitizing techniques for rural tax lots to a GIS layer.	
<input type="checkbox"/>	Tax Map Conversion		
<input checked="" type="checkbox"/>	Control Points	10 points (see attached map)	
<input type="checkbox"/>	Development		
<input type="checkbox"/>	Other Assistance		
<input type="checkbox"/>	Other Deliverable		
<input type="checkbox"/>	Hardware/Software		
B. Projected Project Completion Date (projects should not exceed one year)			
December 31, 2019			
C. Total Costs of Project (add lines as necessary)			
Deliverable	Number of Items	Cost per Item	Total Cost
Tax Lot Conversion (COGO/ Annotate)	1340	\$28	\$37,520
Control	10	\$500	\$5000
County contribution (Detailed below)			\$40,000
Total for project			\$82,520
D. Partnerships and Contributions (add lines as necessary)			
Partner	Contribution		
Clackamas County Assessor's Office	\$15,000 - New plat maintenance, plat and deed research, quality control, cartographic QC.		
Clackamas County GIS	\$25,000 - QC/ prep for map production/rectify to control/project management/problem tax lot conversion		
<b>A. Assessor's Signature &amp; Date:</b>			
<b>F. Fiscal Coordinator - Name &amp; Contact Number:</b>		Eric Bohard 503-723-4814	

<b>G. Project Coordinator – Name &amp; Title:</b>	Eric Bohard, Technical Services Division Manager
<b>E-mail address:</b>	<a href="mailto:ericboh@clackamas.us">ericboh@clackamas.us</a>
<b>Phone Number:</b>	503-723-4814
<b>Mailing Address:</b>	Clackamas County Technical Services 121 Library Court Oregon City, OR 97045

**Section III. Detail Project Information –Answer all questions**

**A. Overview**

**1. Describe what the project is trying to accomplish.**

Clackamas County is continuing to undergo a tax lot enhancement project to increase the relative precision of our current tax lot GIS data layer. Though Clackamas County has a complete digital GIS tax lot layer, some of the previous GIS mapping efforts are simply cartoon representations of ownership tax lots and have a wide level of accuracy confidence. Hence, the focus of this project is to complete re-mapping tax lots in the County to meet the accuracy levels described in ORMAP technical specifications. In order to rectify these tax lots, ground control must be surveyed. This is the last grant request for the GIS tax lot capture portion of ORMAP Goal 6.

**2. What part(s) of the county does this project cover (Township, Range, and Sections, if applicable)?**

The project will cover rural and resource tax lots in selected parts of the County where acceptable survey ground control exists. This project includes control where it is unsatisfactory.

**3. What is the status/outcome of all previously funded ORMAP projects? (Please include funding cycles and a “status map” of your county.)**

Prior to the Fall 2006 ORMAP contract, all efforts were to re-map urban tax lots. Since then, beginning with the Spring 2007 contract, the efforts have shifted to rural tax lots. As new urban or rural tax lots are created, they are immediately brought into the digital GIS database to ORMAP standards through our normal tax lot maintenance process and are not part of any ORMAP funding request. Annexations, primarily the City of Happy Valley, are creating a need to convert rural tax lots to urban ORMAP standards. A breakdown of our status of the funded projects is as follows:

Urban/UGB Tax Lots: (\$270,500 approved funding - previous contracts since the inception of ORMAP not including the contracts below)

Total Urban Tax Lots:	113,972
Tax Lots Completed (COGO, rectified, and annotated)	113,972 (100%)

Rural Tax Lots: (\$636,215 approved funding, contracts 1801, 1849, 1922, 2295, 2351, 2421, 2467, 2507, 2876, 2966, 2995, 3036, 3064, 3107, 3150, 3374, 3436-15, 3536-16, 3574-16, 3625-17, 3712-18, 3739-18)

Total Rural Tax Lots:	45,649
Tax Lots Completed:	43,062 (94%)

Resource Tax Lots: (no funding specifically requested)

Total Resource Tax Lots:	888
Tax Lot Completed:	635 (72%)

**4. Describe, in detail, your technical approach to the project (such as, mapping methodology).**

We will use COGO tools to re-map those areas that have suitable data. Trying to re-map every rural tax lot using COGO tools is not practical since actual surveys and plats are widely scattered in the rural area. In those areas where COGO tax lot capture is practical, high quality surveyed ground control will be acquired. The process and criteria used to COGO capture rural plats is modeled on the urban tax lot capture design we developed. These captured platted areas will act as “anchors” or a foundation as areas with known accuracy. Next, deeds, surveys, orthophotography, and existing tax lot maps are used to “fill in” the areas in-between the anchors. As we build

the rural tax lots between the anchors, ground control will be acquired more sparsely to insure the non-platted rural tax lots are within ORMAP accuracy standards. COGO methods will be used whenever practical.

**5. Describe the project deliverables.**

This project will deliver 1340 additional re-mapped tax lots, fully annotated, using our technical approach and rectified to control meeting ORMAP rural tax lot standards. As new subdivisions are created, typically in the urban areas, those tax lots are mapped to ORMAP urban standards under our maintenance process. This project will also include acquisition of 10 surveyed control points captured by the County Surveyor.

**6. Who will be doing the work (county staff, contractor, or DOR staff)? Please define their roles.**

County staff will be used to complete 100% of this project. They will capture, annotate, and QC tax lots to ORMAP standards. Control points will be obtained from County staff.

**7. How will the county cartographer integrate the deliverables into the County's maintenance plan?**

This project develops the base digital GIS base layer for tax lots. Once created, the County Cartographer will use various tools developed for tax lot maintenance to update any changes that might occur for the tax lots re-mapped in this project. The project's deliverables will be part of the overall countywide GIS tax lot layer. The deliverables from this project will be used to create the tax maps, directed exclusively by the County Cartographer.

**8. Provide a project timeline with milestones or completion dates.**

To date, all urban tax lots are completed. As urban tax lots are created during this project period, those are completed under daily maintenance. This project deals only with rural tax lots, of which 94% are completed. Based on current resources and anticipated ORMAP funding, we estimate completion of Goal 6 in June 2020. Thus far, we have remapped to ORMAP specifications 98.2% of the total. To date, 157,669 tax lots have been captured and annotated in our GIS, leaving approximately 2,840 tax lots comprised of rural and resource level tax lots to complete. Of that number, 1,175 are in progress and near completion leaving 1,665 tax lots to begin. The Fall 2018 grant will complete another 1,500 leaving 1,340 tax lots for this grant

Milestones are defined as the completion of each of these tasks within each phase.

- Plats are gathered from source County offices
- Capture plats and surveys with the most appropriate method (COGO or digitizing)
- Plats and surveys are quality controlled
- Work with the County Surveyor to acquire ground control
- Tie plats and surveys to ground control
- Annotation
- Final quality control

**9. Does this project have any partnerships? If yes, please identify them.**

Yes. The deliverables from this project are used by many agencies as a base to map infrastructure and other details. Typical agencies outside the County who have entered into partnership agreements include cities, water districts, utilities providers, school districts, community planning organizations, and a variety of state and federal agencies. Additionally, Clackamas County has developed boundary agreements with all our County neighbors. We have agreements covering 100% of the area that bounds our county.

**10. Describe any innovations utilized by this project.**

We use the tools developed by the ORMAP tools group and have participated in that group from its inception either to be part of the application development team or as a test group. We are also using the latest tools developed by ESRI to stay current with ArcGIS releases. Finally, the deliverables from this project are allowing the Assessor's Cartographers to retire the old mylar tax maps and completely replace them with a digital product.

**11. Detail Costs (who is paying for what).**

Approximately 51% of this project is funded by ORMAP. The remaining will come from County resources. The County Assessor's Office provides labor to input new plats for the maintenance portion of the over-all ORMAP

project plus QC. Direct staff time on the ORMAP project will comprise the bulk of expenses for this project and will be evenly split between the County and ORMAP.

**B. Quality Control**

**1. Who will be responsible for quality control (QC)?**

All Quality Control is the responsibility of Clackamas County’s Departments of Assessment and Taxation and Technology Services, GIS Division.

**2. Will county cartography staff review the deliverables?**

Yes. The cartography staff in the Assessor’s Office performs the final QC. They insure all components are present and correct for map production to DOR and Clackamas County standards.

**3. Will there be a review by Department of Revenue’s cartography staff?**

That is arranged by A&T cartographers. DOR Cartography staff has come to the county to review our technique and process and are always welcome to see what we are doing with tax lot capture.

**4. Describe QC procedures.**

The quality control process is very extensive. A quality control checklist was developed for those entering COGO information and for those checking it. Ground control is evaluated as to its level of survey accuracy for the plat rectification process. If customary ground control is not available, rectified orthophotos are used. Plats controlled in this manor will be revisited when better ground control is obtained. Plats are never rubber sheeted. The County Surveyor resolves any errors that occur when rectifying to ground control (i.e. gaps and overlaps). In summary, all quality control efforts will meet or exceed ORMAP Technical Specifications.

**C. Project Detail**

**1. Is this project an “edge matching project”? If so, how much of the county boundary will be completed?**

No. 100% of edge matching has been completed with surrounding counties with prior projects and we have agreements with all our neighbors.

**2. Is this project part of an ongoing or multi-phased remapping project?**

Yes, this project is a continuation of our on-going re-mapping project as outlined in our Business Plan. In addition, this project is likely to be the first of three where ground control will be requested.

**3. What percentage of the county tax lots and tax maps meet the ORMAP technical specifications?**

	Total Countywide	Meet Tech Specs	Percent Complete
Tax Lots	160,509	157,669	98.2
Tax Maps	3,382	2,398	71

**4. Upon completion of this project will your county meet goal 6 (100% of tax maps meeting technical specification)?**

Yes, we anticipate this will be the last grant request for the GIS tax lot capture. Not sure about the tax map portion of the project.

**5. Is this project part of a multi-county effort? If so, please explain.**

No

**6. Will the project cost be affected if it is not fully funding this cycle?**

Yes. It will delay our overall completion time.

**D. Data Availability**

**1. Does the county have a data sharing agreement with the State?**

Yes

**2. Identify any data restrictions or licensing issues.**

All data produced under the ORMAP program is freely available through a Data Sharing Agreement to other government agencies. Clackamas County has entered into an IGA with the State for data sharing. All publication of this data, particularly via the Internet, must comply with all Clackamas County policies and disclaimers as adopted by County Administration or the Board of County Commissioners. All data is governed by a data licensing agreement. The public has access to digital tax lot lines freely over a GIS Data Portal.

**E. Background Information**

**Any other information that you feel may help support the project.**

**F. Other Issues - Please identify.**

We have entered areas of the County that have insufficient survey ground control to map tax lots to rural ORMAP standards. Acquiring this control will be time consuming and expensive. This may affect the progress towards our completion timeframe.

**Submit completed forms to:**

<b>Mail</b>	<b>Contact Information</b>
ORMAP Project Coordinator Oregon Department of Revenue Property Tax Division 955 Center St. NE Salem OR 97301-2555	Tel: 503-586-8128 Fax: 503-945-8737 <a href="mailto:or.map@state.or.us">or.map@state.or.us</a>

**G. Racial and Ethnic Impact Statement**

**RACIAL AND ETHNIC IMPACT STATEMENT**

**This form is used for informational purposes only and must be included with the grant application.**

Chapter 600 of the 2013 Oregon Laws require applicants to include with each grant application a racial and ethnic impact statement. The statement provides information as to the disproportionate or unique impact the proposed policies or programs may have on minority persons<sup>1</sup> in the State of Oregon if the grant is awarded to a corporation or other legal entity other than natural persons.

- 1.  The proposed grant project policies or programs could have a disproportionate or unique positive impact on the following minority persons:

Indicate all that apply:

- Women
- Persons with Disabilities
- African-Americans
- Hispanics
- Asians or Pacific Islanders
- American Indians
- Alaskan Natives

- 2.  The proposed grant project policies or programs could have a disproportionate or unique negative impact on the following minority persons:

Indicate all that apply:

- Women
- Persons with Disabilities
- African-Americans
- Hispanics
- Asians or Pacific Islanders
- American Indians
- Alaskan Natives

- 3.  The proposed grant project policies or programs will have no disproportionate or unique impact on minority persons.

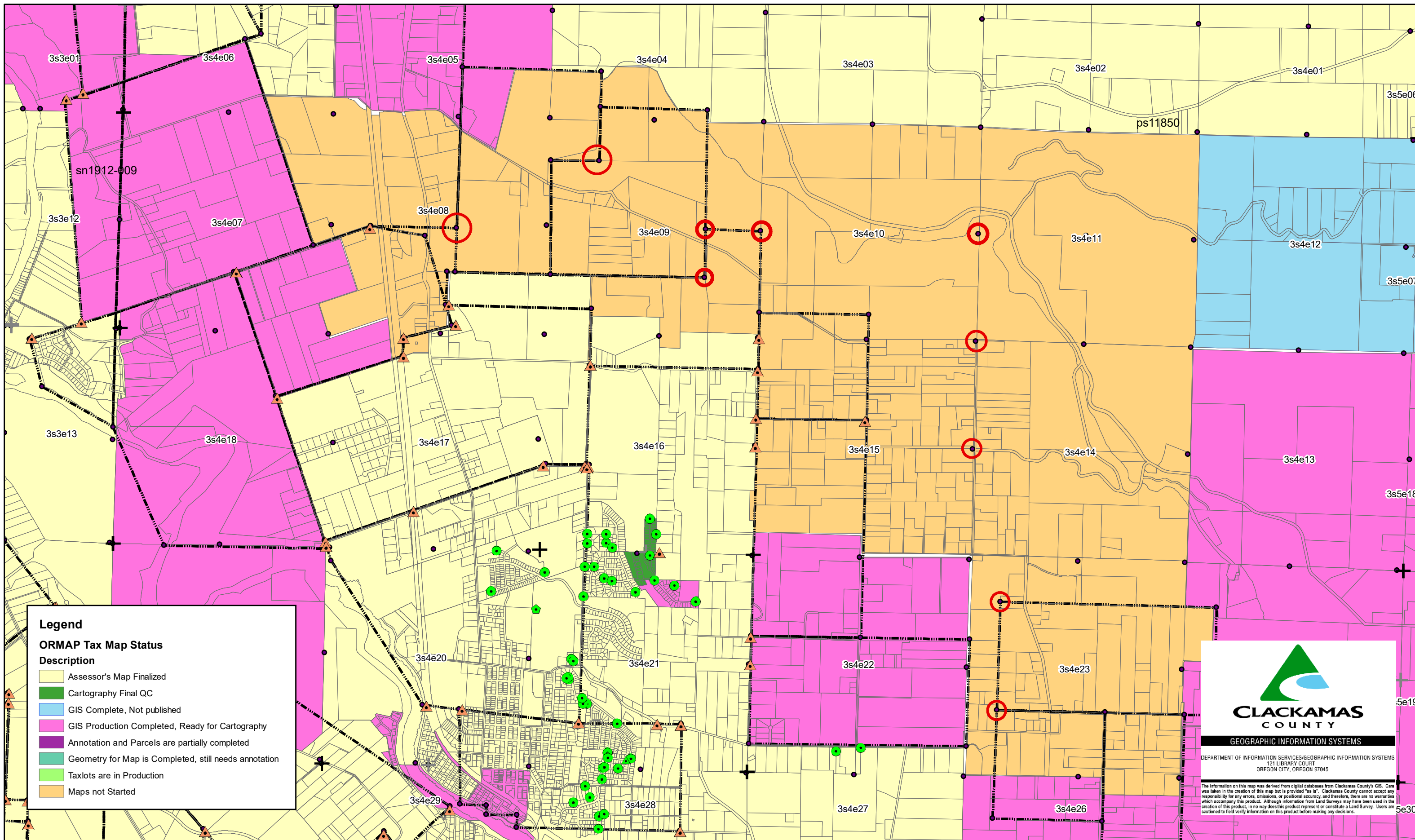
If you checked numbers 1 or 2 above, on a separate sheet of paper, provide the rationale for the existence of policies or programs having a disproportionate or unique impact on minority persons in this state. Further provide evidence of consultation with representative(s) of the affected minority persons.

I HEREBY CERTIFY on this 20 day of March, 2019, the information contained on this form and any attachment is complete and accurate to the best of my knowledge.

Signature: \_\_\_\_\_

Printed Name: Eric Bohard Title: Technical Services Manager


<sup>1</sup>“Minority persons” are defined in SB 463 (2013 Regular Session) as women, persons with disabilities (as defined in ORS 174.107), African-Americans, Hispanics, Asians or Pacific Islanders, American Indians and Alaskan Natives.



**Legend**

**ORMAP Tax Map Status**

Description	Color
Assessor's Map Finalized	Yellow
Cartography Final QC	Green
GIS Complete, Not published	Light Blue
GIS Production Completed, Ready for Cartography	Pink
Annotation and Parcels are partially completed	Purple
Geometry for Map is Completed, still needs annotation	Teal
Taxlots are in Production	Light Green
Maps not Started	Orange

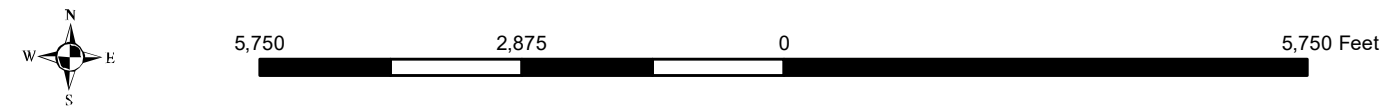


**CLACKAMAS COUNTY**  
GEOGRAPHIC INFORMATION SYSTEMS

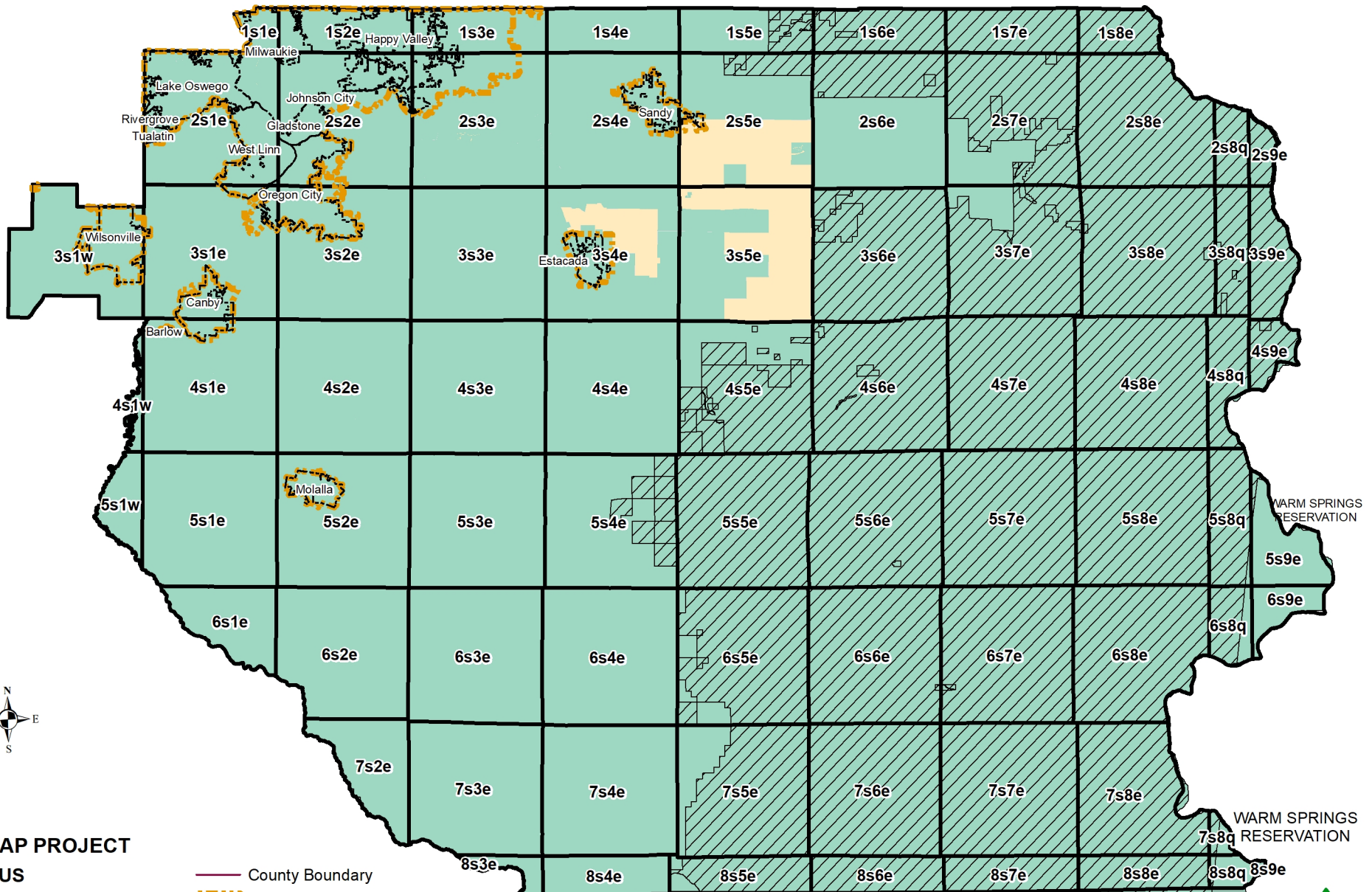
DEPARTMENT OF INFORMATION SERVICES/GEOGRAPHIC INFORMATION SYSTEMS  
121 LIBRARY COURT  
OREGON CITY, OREGON 97045

The information on this map was derived from digital databases from Clackamas County's GIS. Care was taken in the creation of this map but is provided "as is". Clackamas County cannot accept any responsibility for any errors, omissions, or positional accuracy, and therefore, there are no warranties which accompany this product. Although information from Land Surveys may have been used in the creation of this product, in no way does this product represent or constitute a Land Survey. Users are cautioned to field verify information on this product before making any decisions.

This Map is for ORMAP Project Planning.



# ATTACHMENT 1 ORMAP PROJECT STATUS MARCH 2018



**ORMAP PROJECT STATUS**

- Completed or In Progress
- Not Started
- County Boundary
- Metro Urban Growth Boundary
- USFS, BLM, and ODF Resource Lands





Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of the Contract Amendment #3 with Borders Perrin Norrande (BPN) for Marketing Agency of Record Services for the Tourism & Cultural Affairs Department

<b>Purpose/Outcome</b>	Approval of the third year's contract amendment of a potential five (5) year contract with Borders Perrin Norrande (BPN) as the marketing agency of record for Tourism & Cultural Affairs.
<b>Fiscal Impact</b>	3 <sup>rd</sup> year contract is \$936,500 broken down as Advertising (432400) \$680,000; Sales Materials (432403) \$136,500; and Professional Services (431000) \$120,000.
<b>Funding Source</b>	Funds for this service contract are included in Tourism & Cultural Affairs FY19-20 budget. The contract is based on a "not to exceed" amount that is determined in the County budgeting cycle each year.
<b>Duration</b>	Original Contract October 1, 2017 through June 30, 2018. Option for renewal for up to four (4) additional one-year terms through June 2022.
<b>Strategic Plan Alignment</b>	Create and execute marketing strategies that promote to visitors this destination we call Oregon's Mt. Hood Territory.
<b>Previous Action</b>	BCC approval of original 5-year contract for FY2017-2022 and contract amendment #1 for FY18-19.
<b>Counsel Review</b>	June 12, 2019
<b>Contact Person</b>	Jeannine Breshears, Marketing & Programs Manager Danielle Cowan, Executive Director

**Background:**

The Tourism Development Council (TDC), on behalf of the County, has a contract with a marketing agency of record to work with the TDC and Tourism & Cultural Affairs staff to market as Oregon's Mt. Hood Territory.

Through the Request for Proposals process in FY16-17, the proposal from Borders Perrin Norrande (BPN) was determined to be the one best meeting the County's needs for this project and selected to serve as the marketing agency of record. This request is for approval of the third year of service as the second option for renewal to serve an additional one-year term of the potential five (5) year contract. A detailed scope of work and budget for FY19-20 has been developed and approved by the Tourism Development Council (TDC) and presented to the BCC Board.

County Counsel has reviewed and approved this Amendment #3.

**Recommendation:**

Staff recommends the Board approve the third year of service as the second option for renewal to serve an additional one-year term of the potential five (5) year contract with Borders Perrin Norrande (BPN) as the marketing agency of record for Tourism & Cultural Affairs.

Respectfully Submitted,

Danielle Cowan, Executive Director  
Tourism & Cultural Affairs

\*Placed on the \_\_\_\_\_ Agenda by the Procurement Division

**AMENDMENT #3**

**TO THE CONTRACT DOCUMENTS WITH BORDERS, PERRIN & NORRANDER, INC. FOR  
MARKETING AGENCY OF RECORD**

This Amendment #3 is entered into between Borders, Perrin & Norrande, Inc. (“Contractor”) and Clackamas County, a political subdivision of the State of Oregon, on behalf of its Tourism and Cultural Affairs Department (“County”), and shall become part of the Contract documents entered into between both parties on September 28, 2017 (“Contract”).

The Purpose of this Amendment #3 is to make the following changes to the Contract:

1. Article I, Section 1. **Effective Date and Duration:** is hereby amended as follows:  
By execution of this Amendment, the parties are exercising the option to renew one the Contract for an additional (1) year term. The Contract termination date, as previously amended, is hereby changed from June 30, 2019 to **June 30, 2020**. There are two (2) remaining 1-year renewals available in this Contract.
  
2. Article I, Section 2. **Scope of Work:** is hereby amended to add the following:  
Contractor will provide additional marketing activity for fiscal year 2019-2020, as outlined in a letter dated June 3, 2019 and hereby incorporated as **Exhibit “G.”** Also included is the FY19-20 Budget Recommendation detailing proposed budget allocation and recommendations for target markets as provided by the Contractor. Contractor will provide the marketing activity services pursuant to the FY19-20 Budget Recommendation.
  
3. Article I, Section 3. **Compensation:** is hereby amended as follows:  
For fiscal year 2019-2020 the Compensation shall be **\$936,500.00**. This includes \$120,000 for the professional services agency retainer; \$680,000 for direct and indirect advertising; \$136,500 for sales materials. The total Compensation authorized under this Contract shall not exceed \$2,972,448.00. With the exception of the agency retainer, the County in its administrative discretion and upon written notice to Contractor, may reallocate the funding for specific service categories.

Original Contract	\$ 1,015,000.00
Amendment #1 / Renewal #1	\$ 1,020,948.00 FY 18-19
Amendment #2	\$ No Cost Change
<b><u>Amendment #3</u></b>	<b><u>\$ 936,500.00 FY 19-20</u></b>
<b>Total Amended Contract</b>	<b>\$ 2,972,448.00</b>

Fiscal year is defined as July 1, 2019, to June 30, 2020.

**SIGNATURE PAGE FOLLOWS**

Except as expressly amended above, all other terms and conditions of the Contract shall remain in full force and effect.

By signature below, the parties agree to this Amendment #3, effective upon the date of the last signature below.

Borders, Perrin & Norrande, Inc.  
520 SW Yamhill Street, Ste. 950  
Portland OR 97204

Clackamas County

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Name / Title (Printed)

\_\_\_\_\_  
Recording Secretary

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
618136-80 DBC / Oregon  
Oregon Business Registry #

Approved as to Form:

\_\_\_\_\_  
County Counsel

\_\_\_\_\_  
Date

**EXHIBIT G**

**MARKETING ACTIVITY AND COST FOR FISCAL YEAR 2019-2020**



Dave Cummings  
Chief Information Officer

## Technology Services

June 27, 2019

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of ORMAP Intergovernmental Agreement Contract # DOR-189-19  
with the Oregon Department of Revenue for  
Digital GIS Tax Lot Conversion

<b>Purpose/Outcomes</b>	This IGA will provide funding to continue the conversion of paper survey documents and Assessment maps to a digital GIS database as required under ORS 306.135.
<b>Dollar Amount and Fiscal Impact</b>	This semi-annual IGA Contract is \$42,250 for this funding period. Amount varies with each ORMAP grant request due to funding availability. The County matches \$35,000 annually, typically 35% of the amount the State provides.
<b>Funding Source</b>	State of Oregon, Department of Revenue
<b>Duration</b>	Terminates June 30, 2020
<b>Previous Board Action/Review</b>	The County has participated in this program since 1999 with the BCC approval of IGA Contracts with the Dept. of Revenue twice a year in varying amounts.
<b>Strategic Plan Alignment</b>	1. Creation of a publicly available internet based data and document portal including all legally available data 2. Building public trust through good government
<b>Contact Person</b>	Eric Bohard, Tech. Services Mgr. – Technology Services 503-723-4814

### BACKGROUND:

This program, legislated in 1999 as ORS 306.135, provides for the funding from the State Department of Revenue for GIS digital tax lot capture and the creation of digital Assessor's tax lot maps. The ORMAP program collects \$1.00 for each recorded land related document from all Oregon Counties. These funds go into a pool administered by the Oregon State Department of Revenue. Funds are distributed to Counties based on competitive grant applications twice a year. This contract represents our spring 2019 award of our grant request for continuing work on the capture of tax lot lines and annotation from survey documents and converting that information to a digital GIS database as spelled out by Oregon Department of Revenue standards.

The product created by funds from this IGA contract benefits the County, the State, and most importantly, the public. Having an accurate ownership GIS layer allows uses of the data to make more informed decisions and provides a more accurate base map for other GIS map data.

This project is a collaborative effort between the Clackamas County's Assessor's Office and the GIS Division of the Technology Services Department. Also assisting in this effort is the County's Surveyor. County Counsel has reviewed these on-going ORMAP contracts and has approved as to form.

**RECOMMENDATION:**

Staff respectfully recommends that the Board of County Commissioners approves Intergovernmental Agreement Contract # DOR-189-19 with the State of Oregon Department of Revenue for the continued conversion of paper survey documents and Assessment maps to a digital GIS database.

Respectfully submitted,

David Cummings  
Chief Information Officer



**NORTH CLACKAMAS**  
PARKS & RECREATION DISTRICT

Administration

Scott Archer, Director  
North Clackamas Parks and Recreation District  
150 Beaver Creek Road  
Oregon City, OR 97045

June 27, 2019

Board of County Commissioners  
Clackamas County  
Board of North Clackamas Parks and Recreation District

Members of the Board:

Approval of a Resolution Accepting a Pathway Easement from Cereghino Farms, LLC

<b>Purpose/Outcomes</b>	Allows NCPRD to accept a pathway easement on property adjacent to North Clackamas Park for possible future trail connection.
<b>Dollar Amount and Fiscal Impact</b>	N/A
<b>Funding Source</b>	N/A
<b>Duration</b>	Permanent
<b>Previous Board Action</b>	N/A
<b>Strategic Plan Alignment</b>	<ul style="list-style-type: none"> <li>• Build public trust through good government</li> <li>• Ensure safe, healthy and secure communities</li> </ul>
<b>Contact Person</b>	Scott Archer, NCPRD Director, 503-742-4421

**BACKGROUND:**

North Clackamas Parks and Recreation District (NCPRD), a division of Business and Community Services, is seeking approval of a Resolution that accepts a pathway easement from Cereghino Farms, LLC (Developer). The pathway easement was a required condition of development approval and allows for a possible future trail connection to North Clackamas Park.

County Counsel has reviewed and approved the language in this agreement.

**RECOMMENDATION:**

Staff recommend the Board approve this Resolution to accept a pathway easement from Cereghino Farms, LLC.

**ATTACHMENT:**

Resolution 2019-\_\_\_ in the Matter of Accepting a Pathway Easement from Cereghino Farms, LLC

Respectfully submitted,

Scott Archer, Director  
North Clackamas Parks and Recreation District

**BEFORE THE BOARD OF  
NORTH CLACKAMAS PARKS AND RECREATION DISTRICT  
OF CLACKAMAS COUNTY, STATE OF OREGON**

In the Matter of Accepting a Pathway  
Easement from Cereghino Farms, LLC



Resolution No. 2019-\_\_\_\_\_  
*Page 1 of 3*

**Whereas**, Cereghino Farms LLC is the owner of the real property at 4900 SE Lake Road, Milwaukie, OR 97222;

**Whereas**, as a condition of development, Clackamas County has required the dedication of a pathway easement near the border of the property with North Clackamas Park, managed by the North Clackamas Parks and Recreation District;

**Whereas**, this pathway easement is for a possible future pedestrian connection to North Clackamas Park.

**NOW THEREFORE, the Clackamas County Board of County Commissioners acting as the Board of Directors of the North Clackamas Parks and Recreation District resolves as follows:**

The North Clackamas Parks and Recreation District accepts the pathway easement from Cereghino Farms LLC, depicted in Exhibit A and described in Exhibit B, incorporated by this reference.

**DATED** this 27th day of June, 2019

**BOARD OF COUNTY COMMISSIONERS ACTING AS THE BOARD OF DIRECTORS  
OF THE NORTH CLACKAMAS PARKS AND RECREATION DISTRICT**

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Recording Secretary

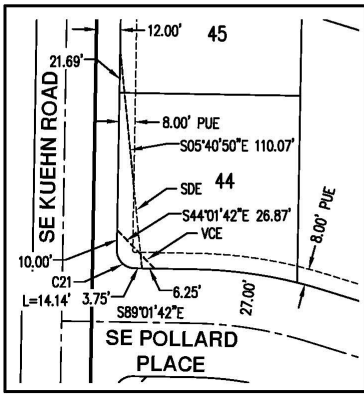


# EXHIBIT A

## CEREGHINO FARMS

A REPLAT OF PORTIONS OF TRACTS 1-3, ATKINSON (PLAT NO. 58),  
TOGETHER WITH OTHER LAND LOCATED IN THE NORTHWEST 1/4 OF SECTION 6,  
TOWNSHIP 2 SOUTH, RANGE 2 EAST, WILLAMETTE MERIDIAN,  
CLACKAMAS COUNTY, OREGON  
SEPTEMBER 18, 2018

BOOK \_\_\_\_\_ PAGE \_\_\_\_\_  
PLAT NO. \_\_\_\_\_ SHEET 5 OF 6

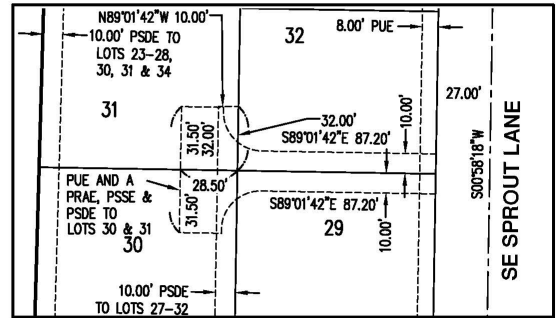


**DETAIL F**  
SCALE: 1" = 50'

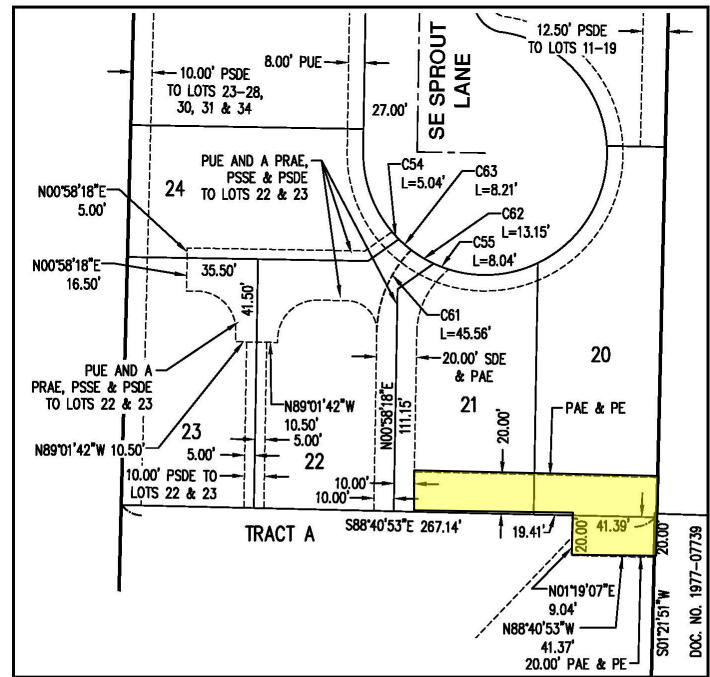
### CURVE TABLE

E	RADIUS	DELTA	LENGTH	CHORD
9.00'	92°25'01"	14.52'	S32°23'05"E 12.99'	
9.00'	90°00'00"	14.14'	S62°11'20"W 12.73'	
9.00'	90°00'00"	14.14'	N27°48'40"W 12.73'	
9.00'	91°51'49"	14.43'	S55°28'31"W 12.93'	
9.00'	90°00'00"	14.14'	S44°01'42"E 12.73'	
9.00'	90°00'00"	14.14'	N45°58'18"E 12.73'	
973.00'	0°39'20"	11.13'	S14°09'05"W 11.13'	
973.00'	0°25'22"	7.18'	S9°19'55"W 7.18'	
19.50'	90°00'00"	30.63'	S44°01'42"E 27.58'	
19.50'	90°00'00"	30.63'	N45°58'18"E 27.58'	
19.50'	90°00'00"	30.63'	N44°01'42"W 27.58'	
19.50'	90°00'00"	30.63'	N45°58'18"E 27.58'	
20.00'	90°00'00"	31.42'	S43°40'53"E 28.28'	
40.00'	45°00'00"	31.42'	N23°28'18"E 30.61'	
15.00'	90°00'00"	23.56'	N44°01'42"W 21.21'	
19.50'	90°00'00"	30.63'	S45°58'18"W 27.58'	
19.50'	90°00'00"	30.63'	N44°01'42"W 27.58'	
61.00'	4°44'11"	5.04'	S42°36'37"E 5.04'	
61.00'	7°33'11"	8.04'	S68°48'46"E 8.04'	
60.00'	43°30'10"	45.56'	S22°43'23"W 44.47'	
61.00'	12°20'55"	13.15'	S58°51'43"E 13.12'	
61.00'	7°42'33"	8.21'	S48°49'59"E 8.20'	

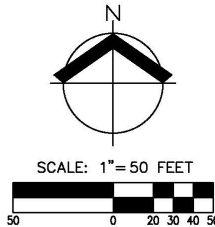
- LEGEND**
- WES WATER ENVIRONMENT SERVICES
  - PAE PUBLIC ACCESS EASEMENT
  - PRAE PRIVATE ACCESS EASEMENT
  - PRUE PRIVATE UTILITY EASEMENT
  - PSSE PRIVATE SANITARY SEWER EASEMENT
  - PSDE PRIVATE STORM DRAINAGE EASEMENT
  - PAE PUBLIC ACCESS EASEMENT
  - SSE PUBLIC SANITARY SEWER AND STORM DRAINAGE EASEMENT GRANTED TO WES
  - PUE PUBLIC UTILITY, SIGN AND SLOPE EASEMENT
  - PWAE PUBLIC WATER AND ACCESS EASEMENT
  - SDE PUBLIC STORM DRAINAGE EASEMENT GRANTED TO WES
  - VCE VISION CLEARANCE EASEMENT TO CLACKAMAS COUNTY
  - PE PATHWAY EASEMENT TO NORTH CLACKAMAS PARKS AND RECREATION DISTRICT
- 1 LOT NUMBER



**DETAIL J**  
SCALE: 1" = 50'



**DETAIL K**  
SCALE: 1" = 50'



**PREPARED FOR**  
CEREGHINO FARMS, LLC  
PO BOX 2559  
OREGON CITY, OREGON 97045

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

OREGON  
MARCH 14, 2017  
BENJAMIN R HUFF  
84738PLS  
RENEWS: 6/30/19

**REVIEW  
COPY**

JOB NAME:	CEREGHINO FARMS
JOB NUMBER:	5748
DRAWN BY:	BRE/BJA
CHECKED BY:	JOH/BRH
DRAWING NO.:	5748RPLAT

AKS ENGINEERING & FORESTRY, LLC  
12965 SW HERMAN RD STE 100  
TUALATIN, OR 97062  
P: 503.563.6151  
F: 503.563.6152  
aks-eng.com



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FORESTRY · PLANNING · LANDSCAPE ARCHITECTURE

DOC. NO. 1977-07739

## EXHIBIT B

### PLAT NOTES

1. THIS PLAT IS SUBJECT TO THE CONDITIONS OF APPROVAL SET FORTH IN CLACKAMAS COUNTY CASE FILE NO. Z0575-17-SL AND Z0577-17-HDB.
2. THIS PLAT IS SUBJECT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS RECORDED IN DOCUMENT NUMBER \_\_\_\_\_, CLACKAMAS COUNTY RECORDS.
3. THIS PLAT IS SUBJECT TO WES RULES AND REGULATIONS AND DECLARATION AND MAINTENANCE AGREEMENT FOR ONSITE STORMWATER FACILITIES UNDER FEE NO \_\_\_\_\_, CLACKAMAS COUNTY DEED RECORDS.
4. WATER ENVIRONMENT SERVICES (WES), ITS SUCCESSORS OR ASSIGNS IS HEREBY GRANTED THE RIGHT TO LAY DOWN, CONSTRUCT, RECONSTRUCT, REPLACE, OPERATE, INSPECT AND PERPETUALLY MAINTAIN SEWERS, WASTEWATER, STORM DRAINAGE OR SURFACE WATER PIPELINES, AND ALL RELATED FACILITIES. NO PERMANENT STRUCTURE SHALL BE ERECTED UPON SAID EASEMENT WITHOUT THE WRITTEN CONSENT OF WES. GRANTORS AGREE TO UNDERTAKE NO ACTIVITY THAT WOULD HARM OR IMPAIR THE PROPER FUNCTIONING OF THE SANITARY AND STORM SEWER SYSTEM.
5. TRACT A IS CONVEYED TO AND MAINTAINED BY CEREGHINO FARMS HOMEOWNER'S ASSOCIATION FOR A STORMWATER FACILITY BY SEPARATE DEED DOCUMENT NUMBER 20\_\_ - \_\_\_\_\_, CLACKAMAS COUNTY DEED RECORDS.
6. LOTS 1, 41, 44, AND 55 ARE RESTRICTED FROM DIRECT VEHICULAR ACCESS TO SE KUEHN ROAD.
7. LOTS 1-8 ARE RESTRICTED FROM DIRECT VEHICULAR ACCESS TO SE LAKE ROAD.
8. LOTS 22-24, AND 27-35 ARE SUBJECT TO A PRIVATE DRIVEWAY MAINTENANCE AGREEMENT BY SEPARATE DEED DOCUMENT NUMBER 20\_\_ - \_\_\_\_\_, CLACKAMAS COUNTY DEED RECORDS.
9. THE PUBLIC LAND SURVEY MONUMENT NOTED HERE ON AND REFERENCED MONUMENTS (ACCESSORIES) MUST BE PROTECTED AND PRESERVED AT ALL TIMES. THAT MONUMENT IS DESCRIBED AS FOLLOWS: A FOUND 3-1/4 INCH BRONZE DISC AT THE COMMON CORNER TO DONATION LAND CLAIM NUMBER 53 AND 54, BEING OF THE SOUTH LINE OF DONATION LAND CLAIM NUMBER 61, PER USBT ENTRY 1999-080. ACCESS ONTO AND ACROSS LOT 9 FOR SURVEY PURPOSES SHALL BE ALLOWED AT ALL TIMES, PURSUANT TO ORS 672.047, PROVIDED THAT NOTICE IS GIVEN TO THE OWNERS OF RECORD OR OCCUPANTS.
10. PLAT MAY BE SUBJECT TO ACCESS RESTRICTIONS TO STATE HIGHWAY 224 PER FEE NUMBER 74-008511.
11. TRACT A IS SUBJECT TO A PRIVATE ACCESS EASEMENT OVER ITS ENTIRETY TO BENEFIT ALL LOTS.
12. TRACT A, LOT 20, AND LOT 21 ARE SUBJECT TO A PATHWAY EASEMENT GRANTED TO NORTH CLACKAMAS PARKS AND RECREATION DISTRICT (NCPRD) FOR THE PURPOSE OF BUILDING AND MAINTAINING A PATHWAY. NCPRD ACCEPTED THIS EASEMENT BY RESOLUTION NO. 19-\_\_\_\_\_.