



Deschutes County Board of Commissioners
1300 NW Wall St., Bend, OR 97703-1960
(541) 388-6570 - Fax (541) 385-3202 - www.deschutes.org

MINUTES OF WORK SESSION

DESCHUTES COUNTY BOARD OF COMMISSIONERS

MONDAY, NOVEMBER 2, 2015

Present were Commissioners Anthony DeBone, Tammy Baney, and Alan Unger. Also present were Tom Anderson, County Administrator; Erik Kropp, Deputy County Administrator; Whitney Malkin, Public Information Officer; and David Doyle, County Legal Counsel.

Chair DeBone called the meeting to order at 1:30 p.m.

1. United Way Kick-Off

Ken Wilhelm, United Way Executive Director, was present to speak on this year's United Way campaign. He reported the programs touch 60,000 people in any given year. This year's campaign will concentrate on community conditions of food insecurity and adverse childhood experiences and trauma informed programming.

2. Detention Space Lease

Ken Hales, Community Justice Director, informed the Commissioners of a new partnership with J Bar J Youth Services.

A recent closure of the juvenile detention facility in The Dalles caused the need to find space for 16 additional beds. This lease will cover the 300 pod at the Deschutes County Juvenile Detention facility, use of classrooms, offices, youth cells and outdoor recreation. The lease document DC 2015-698 will be considered for approval on the BOCC business meeting agenda of Wednesday, November 4, 2015.

3. PERS Update

Wayne Lowry, Finance Director presented the PERS Update and the upcoming changes. Items that have occurred causing the change: an Oregon Supreme Court decision, change in mortality tables, changes in the assumed earnings rate, and interim 2014 valuation. The cost of changes were reviewed. \$9.5 million dollars have been added to the unfunded actuarial liability or \$5 million per year in PERS costs. Projected benefit payments were reviewed. The County has tier 1 and 2. The group reviewed PERS categories and estimated salaries. The projection is there will be a 4% increase over the next three rate-setting periods.

In 2002 or 2005, money was placed in a PERS reserve account giving the County a transition surplus. One strategy now is to increase the rates to try to smooth out the rate increases, monitor, and assess. They need to monitor PERS actions throughout the year for projected future impacts, and then next year at this time, we will know what the next two years will be. County Administrator Anderson suggested having this item as a topic of discussion at the December budget committee meeting.

4. Other Items

- Matt Martin, Community Development Department, was present to review this evening's Historic Landmark Commission/BOCC joint meeting agenda. Discussions will be held regarding the current status and future of the County's historic preservation program.

The Certified Local Government Grant includes funding to support the historical society's completion of a scanning project of historic property records. The project began ten years ago and the scanning equipment has become outdated. The project completion is required by the end of the grant cycle, which is next August. Our records are archived there and once scanned can be linked through DIAL.

Also on the agenda will be an overview of projects underway with historic preservation in Bend and Redmond being done through the Certified Local Government Grant. Goals from the grant request: support restoration projects, cemetery improvement, project coordination, and public education opportunities.

Commissioners inquired on the amount of staff time it takes for members of the CDD department to work on historic preservation items. Mr. Groves noted there is a need for improving relationships with the community regarding historic preservation and could be accomplished with an additional staff person.

Recently, the HistoriCorps conducted a workshop and tour of the Paulina Lake International Order of Odd Fellows Cabins and included an assessment of the structures. The four cabins were built in the 1930s. The Forest Service is considering the feasibility of preservation.

-
- County Administrator Anderson inquired on the opinions for the letter of support for the Sunriver Resort application for Connect Oregon funds to improve and upgrade the Sunriver airport as the letter deadline is November 20, 2015. Commissioner DeBone will contact the resort to ask if they participate in the Central Oregon Air Group.
-
- Erik Kropp, Deputy County Administrator reported Bonnie Baker, Executive Secretary is anxious to return to work after her leave of absence and anticipates coming back this Wednesday, November 4, 2015.

Being no further items discussed, the meeting adjourned at 3:06 p.m.

**DATED this _____ Day of _____ 2015 for the
Deschutes County Board of Commissioners.**

Anthony DeBone, Chair

Alan Unger, Vice Chair

ATTEST:

Tammy Baney, Commissioner

Recording Secretary



Deschutes County Board of Commissioners
1300 NW Wall St., Suite 206, Bend, OR 97703-1960
(541) 388-6570 - Fax (541) 385-3202 - www.deschutes.org

WORK SESSION AGENDA

DESCHUTES COUNTY BOARD OF COMMISSIONERS

1:30 P.M., MONDAY, NOVEMBER 2, 2015


1. United Way Kick-Off – *Whitney Malkin*
2. Detention Space Lease – *Ken Hales*
3. PERS Update – *Wayne Lowry*
4. Other Items

PLEASE NOTE: At any time during this meeting, an executive session could be called to address issues relating to ORS 192.660(2) (e), real property negotiations; ORS 192.660(2) (h), litigation; ORS 192.660(2)(d), labor negotiations; or ORS 192.660(2) (b), personnel issues; or other issues under ORS 192.660(2), executive session.

Meeting dates, times and discussion items are subject to change. All meetings are conducted in the Board of Commissioners' meeting rooms at 1300 NW Wall St., Bend, unless otherwise indicated. If you have questions regarding a meeting, please call 388-6572.

Deschutes County encourages persons with disabilities to participate in all programs and activities. To request this information in an alternate format please call (541) 617-4747, or email ken.harms@deschutes.org.

DATED this 2nd Day of November 2015 for the
Deschutes County Board of Commissioners.



Anthony DeBone, Chair

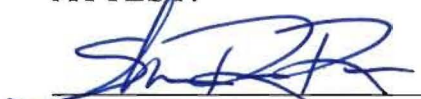


Alan Unger, Vice Chair



Tammy Baney, Commissioner

ATTEST:



Recording Secretary

Sign In Sheet

WORK Session - November 2 2015

- 1 Sonya Littledeer-Evans - Juvenile
- 2 Amy Fratey - J Bar J
- 3 Stephanie Alvstad - J Bar J Youth Services
- 4 Deery Holcomb - Comm. Justice
- 5 Bruce Wadrup - J Bar J
- 6 James Lewis - P&F
- 7 Matt Martin - CDD

8

9

10

11

12

IMPACT PARTNERS

EDUCATION

Boy Scouts	541-382-4647
Boys & Girls Clubs of Bend	541-617-2877
Boys & Girls Clubs of Redmond/Terrebonne	541-504-9060
Camp Fire	541-382-4682
Family Resource Center	541-389-5468
Girl Scouts	541-389-8146
Heart of Oregon Corps	541-633-7834
Mt. Star Family Relief Nursery	541-322-6820

INCOME

Abilitree	541-388-8103
Bethlehem Inn	541-322-8768
Cascade Youth & Family Center	541-382-0934
Latino Community Association	541-382-4366
NeighborImpact	541-548-2380
Red Cross	541-382-2142
Saving Grace	541-382-9227
Volunteers in Action	541-548-7018

HEALTH

Bend's Community Center	541-312-2069
CASA	541-389-1618
COCOA	541-678-5483
FISH	541-548-5818
Grandma's House	541-383-3515
Healthy Beginnings	541-383-6357
Healing Reins	541-382-9410
Hospice of Redmond & Sisters	541-548-7483
KIDS Center	541-383-5958
Partners in Care	541-382-5882

United Way Managed Programs

Tax-Aide	Free tax preparation assistance
Central Oregon 211	Connecting people to services
FamilyWise	Free prescription discount cards
Days of Caring	Volunteer service days with nonprofits

100% of all local media and advertisements are donated by our media partners.

The Bulletin, Cascade Business News, Horizon Broadcasting Group, Sunriver Scene



ADVANCING OPPORTUNITY

GIVE

Invest in your community.

ADVOCATE

Lend your voice to the cause.

VOLUNTEER

Use your time and talents.

CORPORATE CORNERSTONE PARTNERS HELP YOUR GIFT DO MORE.

Corporate Cornerstone Partners direct their annual gift to cover United Way administrative expenses, so more of your donation goes directly to where it is needed most.



Bank of the Cascades
Bend Garbage & Recycling
Bigfoot Beverages
The Bulletin
Costco

Deschutes Brewery
Karnopp Petersen, LLP
Les Schwab Tire Centers
Microsemi
Mt. Bachelor

Newport Avenue Market
Nosler, Inc.
Robberson Ford Mazda
Taylor Northwest
Washington Federal



United Way
of Deschutes County

PO Box 5969
Bend, OR 97708
541-389-6507

info@deschutesunitedway.org
www.liveunitedco.org



UNITED BY MISSION. DRIVEN BY IMPACT.



LIVE UNITED GIVE. ADVOCATE. VOLUNTEER.

United Way
of Deschutes County



UNITED WAY SUPPORTS THE BUILDING BLOCKS OF OPPORTUNITY.



EDUCATION

Life-long learning



United Way supports lasting solutions that build life-long learners and opportunity for all.

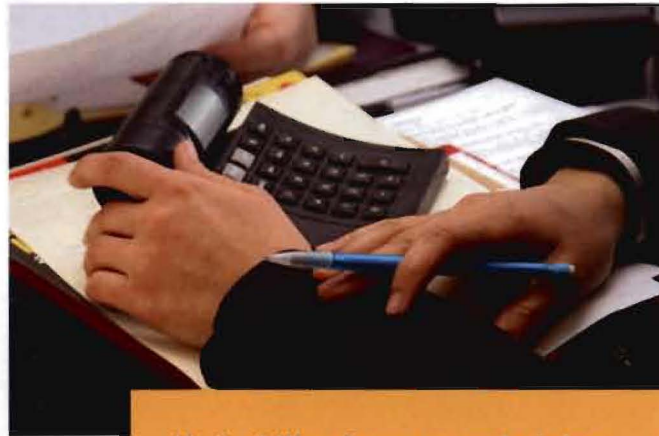
We look at the big picture, then we address gaps in services by working with partners to help children be ready for school, help them stay in school and prepare them for a successful future.

5,962 people reached



INCOME

Self-sufficiency and independence



United Way focuses on helping people learn new skills to get and keep a good job, gain independent living skills, and overcome crisis.

When we're self-sufficient and independent, we're more likely to access resources, provide a good education for our kids and contribute to our economy.

8,601 people assisted



HEALTH

Mental and physical well-being



United Way is committed to working with partners to improve well-being by promoting healthy lifestyles and broadening access to health services.

Healthy communities support social innovations, offer everyone access to medical care, and encourage people to support each other.

45,270 people served



J Bar J Youth Services
www.jbarj.org

Administrative Office
62895 Hamby Road
Bend, Oregon 97701
(541) 389-1409
(541) 389-9348 Fax

J Bar J Boys Ranch
62895 Hamby Road
Bend, Oregon 97701
(541) 312-4022
(541) 389-9348 Fax

J Bar J Learning Center
62895 Hamby Road
Bend, Oregon 97701
(541) 389-1409
(541) 389-9348 Fax

Cascade Youth & Family Services - Runaway and Homeless Services
2125 N.E. Daggett Lane
Bend, Oregon 97701
(541) 382-0934
(541) 383-3024 Fax

Cascade Youth & Family Services - The "LOFT"
19 S.W. Century Drive
Bend, Oregon 97702
(541) 318-3436
(541) 585-2460 Fax

Big Brothers Big Sisters of Central Oregon
2125 N.E. Daggett Lane
Bend, Oregon 97701
(541) 312-6047
(541) 312-6052 Fax
Prineville Office
(541) 408-7662
Madras Office
(541) 325-5603

The Academy at Sisters
P.O. Box 5986
Bend, Oregon 97708-5986
(541) 389-2748
(541) 389-2897 Fax
1-800-910-0412

Regional Toll-Free Teen Crisis Hotline
1-800-660-0934 (24 Hours)

Stephanie Alvstad
Executive Director

Julie Schneider, Ph.D.
Licensed Psychologist



Amy Fraley
J Bar J Boys Ranch
Program Manager

J Bar J Youth Services
62895 Hamby Road
Bend, Oregon 97701
(541) 312-4022
(541) 389-9348
FAX
E-mail: afraley@jbarj.org

Request and Program Overview

J Bar J Boys Ranch (Ranch) is currently contracted to provide level 4 Behavioral Rehabilitation Services (BRS) to 28 young men in the care and custody of the Oregon Youth Authority (OYA).

With the closure of the TOOLS program in The Dalles, J Bar J has acquired an additional 16 beds at BRS level 5. There are 8 probation and 8 parole revocation beds. (see attached Amendment) J Bar J Youth Services would like to lease the 300 Pod at the Deschutes County Juvenile Detention facility.

In conjunction with OYA, J Bar J is committed to providing the best care for youth through evidence-informed case management and best practices treatment. The program was founded in 1968 and has been an integral part of serving children in Oregon for decades.

Rated as Highly Effective by through the Correctional Program Checklist, J Bar J Boys Ranch is also 100% compliant with all Rehabilitation Services and contractual requirements (including 410-170-000 through 410-170-0120 and 416-335-000 through 416-335-0100 as they relate to residential programs).

J Bar J is committed to the safety of the community, the youth and our team. A critical element of the program's mission is to reduce recidivism by accepting responsibility and the development and acquisition of skills.

Staff members and training requirements

The right staff is critical to the success of a program. In assessing qualifications, J Bar J considers the applicant's knowledge, skills, abilities, experience, performance, and other qualifications as specified in the job description. All applicants are carefully screened, interviewed, and evaluated.

Applicants must give written authorization for and pass a background check including fingerprinting, driving records check, and a drug screen, in order to be considered for employment.

Staff are not permitted to supervise youth without complete background and reference checks. They must also have and maintain cardiopulmonary resuscitation (CPR) and first aid certification; Question, Persuade, Refer (suicide prevention) certification and Crisis Prevention Institute certification.

Admission Criteria and procedure

All youth are referred to J Bar J Boys Ranch through the JJIS/JPAS system. Youth are screened in compliance of OAR 410-170-0050 by a team consisting of the Program Director and Treatment Manager. Typically, a youth is not referred unless they are eligible for the program. Under the admissions criteria, a youth maybe denied placement if they are not between the ages of 13-25 or if they are unadjudicated. Youth can be considered not appropriate due to a significant untreated history of arson/fire setting, an IQ below 80 as measured in a standardized intelligence test, unmet significant mental health needs, risk to the community (chronically violent, known associates/co-defendants/opposing gang members). Acceptance/denial to the program and waitlist placement is tracked through JJIS/JPAS. J Bar J consistently is full, so youth are often put on a waitlist.

Behavior Management Model

J Bar J utilizes a cognitive model based on cognitive behavioral therapy (CBT). The Behavior Management System consists of two parts. The accountability portion of this program is implemented through a strength-based Token Economy Point System. Residents earn points depending on their behavior. As residents move through the level system, the need for a behavior management system is reduced and residents are expected to be increasingly self-monitoring. Cognitive Restructuring is the second part of the program and consists of the following: individual counseling, group counseling; group skill training; academics; recreational skill building; guided peer interactions; service learning projects and offense specific groups.

Our program sets clear high expectations, clear behavioral rules / boundaries and limits. Safety of the community, youth and staff is our first priority. All direct-service staff are trained in non-violent crisis intervention (CPI), designed to insure safety and dignity of all clientele. Staff follows established guidelines in response to problematic behaviors.

Discipline, Seclusion and Restraint Policy

J Bar J prohibits the use of the following: a) spanking, hitting, or striking with an instrument, b) committing an act designed to humiliate, ridicule, or degrade a child or undermine a child's self-respect, c) punishing a child in the presence of a group or punishment of a group for the behavior of one child, d) depriving a child of food, clothing, shelter, bedding, rest, sleep, toilet access, or parental contact, e) assigning extremely strenuous exercise or work or requiring a child to spend prolonged time in one position likely to produce unreasonable discomfort, f) using physical restraint or seclusion as discipline, g) permitting or directing a child to punish another child, and h) using any other kind of harsh punishment.

Physical restraint or seclusion shall only be used as a last resort, and shall not be used for discipline, punishment, convenience of personnel, or as a substitute for activities, treatment or training. Staff is trained in Non-violent Physical Crisis Intervention and J Bar J Boys Ranch is a "hands-off" facility.

J Bar J Behavior Management System designed to maintain order, consistency and safety. Our goal is to promote pro-social behavior through a system of incentives and reinforcement. J Bar J

emphasizes an individual's strengths through verbal reinforcement and the positive point card. Negative behaviors are recognized, corrected and refocused. Youth are guided to make responsible choices.

Behavioral Rehabilitation Model

J Bar J utilizes the Residential Care Model. The program meets and maintains the direct care staff to BRS client ratios under BRS Basic Residential Services. Ranch staff are committed to utilizing best-practices, evidenced based curriculum to engage and teach youth. Per 410-170-0090, J Bar J and will provide 24 hour supervision within the minimum direct care staffing levels. In addition to 2 hours of individual counseling or skill training provided by the individual youth's case manager (at least 1 hour I/C), residents receive nine hours of group counseling and/or skills training, crisis counseling, and parent training.

BRS goal development and monitoring

Service Plans are developed with input from the youth and his family, parole/probation officer and treatment manager. An Individual Service Plan takes into consideration the OYA Risk Needs Assessment, typology, medical and mental health needs, other assessment and evaluation tools as well as historical data (case plan). Staff consults with the youth and the family upon intake to explain and explore tangible areas of improvement, treatment targets and short/long term goals.

These goals are further refined in the Master Service Plan. In addition to the youth, case manager, youth's family, the parole/probation officer and the full treatment team has an opportunity to provide input as have group leaders, and teaching staff.

A youth's behavioral changes are assessed, monitored and evaluated through the Special Programs (goals) which are tracked through the daily positive point card and reviewed in the weekly individual counseling sessions with the case manager. Youth progress is also reviewed each week in the treatment team meetings.

The Assessment and Evaluation includes all of the assessment utilized during the intake process, including:

- Beck's Depression Inventory
- SASSI
- Reynolds Adolescent Adjustment Screening Inventory -RASSI
- University of Rhode Island Change Assessment – URICA Responsivity Tool

The youth may also be given the Ansell-Casey Assessment, Cultural Competency Tool, and Life Skills Inventory.

Weekly progress is documented and evaluated on the Likert scale utilized by the Case Managers and as part of the narrative in individual counseling meeting. Special Programs can be further developed. Caseloads are also reviewed weekly by the Treatment Team.

Incident Reports

In compliance with and under the definitions detailed in OAR 410-170-0030, the Program Manager and staff create and maintain a record of all incidents and crisis interventions on an OYA-approved form. The report gives details of the action, those involved and witnesses, follow up, recommendations and notifications. The report is emailed to OYA, J Bar J Youth Services Executive Director, and the PO within 1 business day. Family is notified by phone. The Case Manager and Daily Log receive hard copies.

Placement Related Activities

Per OAR 416-335-0080, transportation is provided to youth in Ranch-owned vehicles by properly insured and licensed J Bar J staff to:

- Medical, dental and therapeutic appointment
- Community service and recreational opportunities

Nutrition Services

Under the direction of the Kitchen Manager, the staff and residents follow uniformed food preparation, meal service and meal clean-up procedures as set forth by the Oregon State Board of Health, Oregon Department of Education, Deschutes County and OYA.

The Kitchen Manager plans, purchases and provides a nutritional, varied and innovative menu. Each youth is served three meals and three snacks per day. No food is withheld, limited or varied from the menu for disciplinary reasons.

Key Staff Bios:

Name: Stephanie Alvstad, Executive Director

Stephanie has served as the Executive Director of J Bar J Youth Services for the past 17 years. In this role, Stephanie is responsible for the financial stability of the organization, turning around what was a \$200,000 deficit to an annual net profit of approximately \$200,000, building a healthy reserve, and establishing an endowment. Stephanie has overseen the addition of multiple youth serving programs to J Bar J, including the Academy at Sisters, Big Brothers Big Sisters of Central Oregon, and the numerous programs at Cascade Youth & Family Center. Her focus has been on building the capacity of the organization in working with an effective board of directors, implementing policies and procedures following best management practices, and developing a strong management team. Stephanie believes in the potential of young adults and has committed her career to support them.

Stephanie is a member of the Oregon Alliance of Children's Programs, the Rotary Club of Greater Bend, the Equal Access for Girls Coalition, and the Runaway and Homeless Youth Coalition. She graduated from the University of Montana summa cum laude with a B.A. in Social Work.

Name: Amy Fraley, Program Director

Experience working with youth: Program Director at J Bar J Boys Ranch since 2011, I supervise and evaluate case managers, resident monitors, and night monitors. I am directly responsible for all aspects of contract, rule and licensing. I previously managed the mental health case load for families at Housing Works (HUD) and was responsible 600 units of affordable housing (2009-2011). My analysis and organizational skills were developed as a local and state government consultant for 7 years. During which time, I was responsible for balancing the detail of contract management with the larger goal of program development and human resources. Since 2009, I have been the Executive Director of Backpacks in Bend which works with schools to provide food to youth in food insecure households.

Education: University of Washington, Bachelor's Degree in English

Name: Bruce Waldrup, Treatment Manager

Experience working with youth: I have been with J Bar J Youth Services for 15 years. I have vast experience in sex offender treatment have focused on addressing the unique and varied challenges of adjudicated youth. I have been working directly with the population, and has helped develop a comprehensive approach to providing and presenting the tools/curriculum to both youth and his team. I have modeled the J Bar J mission of providing innovative solutions for at risk youth and their families in their journey towards personal responsibility and self-sufficiency. My professional background consists of advocating for youth as the Club Director of the Boys and Girls Club of Central Oregon, Bend La Pine School District employee, and Bend Police Department Reserve. I am a native of Oregonian, I have knowledge about the unique strengths and challenges that come from living in our region. I am dedicated to facilitating positive change for youth, across the High Desert and the state of Oregon.

Education: Bachelor's Degree in Recreation and Leisure Studies, Long Beach State

Name: Augustine Flores, Resident Monitor Supervisor

Experience working with youth: J Bar J Youth Services 2010-Present, I worked as Resident Monitor, Case Manager, and currently as a Supervisor. I help facilitate the day to day operations of the program, delegate responsibilities to resident monitors, ensure that program policies and procedures are being followed, am responsible for safety, security and welfare of approximately 25 youth, assist Program Manager and Treatment Manager in analyzing and developing programmatic goals. Prior to J Bar J, I worked at the Deschutes County Juvenile Department from 2009-2010 as a Community Justice Technician. I also worked for the Oregon Youth Authority as a Group Life Coordinator from 1997-2003. In addition, I was a Platoon Leader for the Youth Challenge program from 1996-1997.

Education: Central Oregon Community College – Bend, OR – Criminal Justice – Associate Degree, United States Marine Corps – San Diego, CA – Combat Skills Certification, Marine Corps Institute – Washington, D.C. – Counseling Certification

Name: Adrienne Kelso, Case Manager

Experience working with youth: I began working at J Bar J Boys Ranch in 2014 initially as a Resident monitor helping to supervise the youth with their daily routine. I was recently promoted to the Case Manager position and now deal with the youth on a much more personal level. Prior to my employment at J Bar J I have had experience working with youth of all ages from mentoring camps and volunteering. I am a recent graduate from Montana State University- Billings where I earned my Bachelors of Science in Psychiatric Rehabilitation with a Minor in Health and Human Performance. During my Junior year of college I was an Intern at the Yellowstone Boys and Girl Ranch in Billings, MT where I worked with at risk youth ages 7-10 using the Mentalization Based Treatment approach. In my final year of college I interned with the Montana Women's Prison where I worked under the leading Case Manager and the on staff Psychiatrist.

Education: Bachelors of Science in Psychiatric Rehabilitation with a Minor in Health and Human Performance, Montana State

Name: Ayesha Ali, Case Manager

Experience working with youth: Since 2013, providing case management at J Bar J Boys Ranch. Previous to my current position, I was the Program Manager at Up and Out Inc. which is an independent living program. I also was at Youth Progress as a Skills Trainer from 5/4-1/7.

Education: Bachelor of Social Science from Portland State

Name: Ryan Vaughan, Case Manager

Experience with youth: J Bar J Youth Services. July 2012- Present, Case Manager. Assist individual youth on a case by case basis. Work with youth and probation officer to develop plans for youth success through master service plans and coloration with family. Supervise youth and provide guidance for safety, security for all.

Department of Human Services- Child Welfare. October 2011-July 2012, Social Services Specialist. Provided intensive time-limited casework services to children in substitute care and in their own homes. Completed a Protective Capacity Assessment and identified, assessed and monitored the Conditions for Return to facilitate reunification of the child. Assisted with Child Protective Services when needed.

Crook County Juvenile Department. October 2007-October 2011, Community Service Coordinator/Juvenile Probation Officer.

Education: Oregon State University, Graduated June 2007 (Bachelor of Science). Major: Human Development & Family Sciences. Option: Human Services.

Name: Gary E. Cashwell, Resident Monitor Supervisor

Experience working with youth: 10/2/10 – present. Employed at J Bar J Boys Ranch - Work has included interaction with youth on all shifts. Monitor youth for safety, security & supervision during waking and sleep. Hold youth accountable for their actions and redirect youth when needed. I have spent a lot of time with teenagers helping address behavior issues and assisting with Life Skills. During my time in management with industries I supervised many youth in their first job. I helped them "Learn how to be successful," in the workplace.

Education: Associate of Science Degree 1998 @ Central Oregon Community College

In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audio tape, oral presentation, and computer disk. To request an alternate format call the State of Oregon, Oregon Youth Authority, Budget and Contracts Unit at (503) 373-7371.

**AMENDMENT
STATE OF OREGON
CONTRACT FOR THE
PURCHASE OF SERVICES
(Behavior Rehabilitation Services)**



Contract Log #13292a

1. This is Amendment No.1 to Contract No. 13292 (as amended from time to time the "Contract") dated July 1, 2015 between the STATE OF OREGON, acting by and through its **OREGON YOUTH AUTHORITY** ("Agency" or "OYA"), and **J BAR J YOUTH SERVICES, INC.**, ("Contractor").
2. The Contract is hereby amended as follows effective November 1, 2015: **New Language is indicated by bolding and underlining** and ~~deleted language is indicated by bolding and striking.~~
 - a. Section 1.2, Required Services, Deliverables and Deliver Schedule, is hereby amended as follows for Services provided beginning November 1, 2015:

Contractor shall provide Behavior Rehabilitation Services (BRS) Program Services and Placement Related Activities as defined in, and in accordance with, OAR 410-170-0000 through 410-170-0120 and 416-335-0000 through 416-335-0100, to OYA BRS Clients. Contractor shall provide only the BRS Types of Care identified in the following Exhibits which are attached hereto and by this reference are made a part of this Contract.

Exhibit A - BRS 4 Basic Residential - J Bar J

Exhibit B - BRS 3 Independent Living Program ("ILP") - The Loft

Exhibit C - BRS 3 Community Step-Down - J Bar J

Exhibit D - BRS 5 Enhanced Parole Revocation Diversion - J Bar J

Exhibit E - BRS 5 Enhanced Probation Revocation Diversion - J Bar J

- b. Section 2.1.1, Average Daily Population, is hereby amended as follows for Services provided beginning November 1, 2015:

Contractor agrees to work with Agency to maintain an ADP, aggregated monthly, of the number of OYA BRS Clients in each program as follows:

BRS Program	ADP
Exhibit A - BRS 4 Basic Residential – J Bar J	28
Exhibit B - BRS 3 Independent Living Program – The Loft	4
Exhibit C - BRS 3 Community Step Down Program – J Bar J	Shared with ADP in Exhibit A
<u>Exhibit D – BRS 5 Enhanced Parole Revocation Diversion – J Bar J</u>	<u>8</u>
<u>Exhibit E – BRS 5 Enhanced Probation Revocation Diversion – J Bar J</u>	<u>8</u>

The ADP for Exhibits D and E shall be aggregated monthly following the first Youth Care Day billed to Contractor's new program in Bend to provide BRS Level 5 Services. In addition, until Contractor's new BRS Level 5 program is established, Contractor shall provide the Services described in Exhibit D and Exhibit E to OYA BRS Clients described in Section 2.3.a.iv below.

The parties recognize that in order to meet the contracted capacity, Contractor may be required at times to serve more OYA BRS Clients than the ADP, up to the licensed capacity, in order to offset times when fewer OYA BRS Clients are served.

- c. Section 2.2 is hereby amended as follows:

The total not to exceed amount available for payment to Contractor is as follows:

Section 2.2.1 Services	\$3,848,744.24 <u>\$5,759,031.60</u>
Section 2.3 Authorized Reimbursement	\$5,600.00 <u>\$42,780.00</u>
Total Not to Exceed Amount for this Contract	\$3,854,344.24 <u>\$5,801,811.60</u>

Contractor understands and agrees that the amount paid under this Contract may be reduced by OYA as a result of Legislative action or executive order. OYA will provide Contractor with written notice of any such reduction and the Contract will be amended to reflect that reduction. If Contractor refuses to sign the amendment to the Contract that reflects the reduction, Contractor understands OYA may be forced to terminate the Contract. Notwithstanding any other provision of this Contract, this subsection takes precedence over all other provisions of this Contract including all Exhibits.

d. Section 2.3, Expense Reimbursement, is hereby amended as follows:

a. Agency will not reimburse Contractor for any expenses under this Contract except for a clothing allowance, guaranteed days as a phase-in reimbursement, a one-time incentive payment for provision of emergency services, and reimbursement of start-up expenses, as follows:

i. Contractor shall ensure that each OYA BRS Client has an adequate wardrobe as prescribed by the OYA Youth Sub-Care Clothing List/Authorization (Form YA 3070). At the start of each OYA BRS Client's placement with Contractor, Contractor shall make an initial assessment of OYA BRS Client's clothing and document the results on Form YA 3070. If there is a determined need for clothing based on the form YA 3070, Contractor shall notify the OYA BRS Client's JPPO that a clothing authorization is needed. After Contractor's request, the JPPO may approve a payment of ~~\$175.00~~ \$210.00 for each OYA BRS Client who is admitted to the Contractor's program to be applied for the purchase of clothing for the OYA BRS Client. The Contractor shall maintain records and copies of receipts and invoices to document the purchase of the clothing for the OYA BRS Client, and shall permit OYA inspection of these documents upon request. The JPPO has the discretion to approve or disallow the Contractor's request for payment.

ii. Start-up Costs. Agency shall pay the Contractor a one-time payment of up to \$20,000.00 for Contractor to establish a new program to provide the BRS 5 programs in section 2.1.1 upon the Agency's approval of an invoice from the Contractor to reimburse the Contractor for the purchase of mattresses, bedding, couches, computers, chrome books, security, walkie-talkies, washers, and dryer as Start-Up costs. The process for requesting reimbursement is described in section 2.5(e). To be eligible for reimbursement, the purchase must be made on or after the effective date of this Amendment and before the termination date of this Contract.

iii. Guaranteed Days. Provided, however, from the first Youth Care Day billed to Contractor's new program in Bend under this Amendment for a period of 30 days, Contractor may request reimbursement for additional days paid at the Youth Care Day rate if the number of Youth Care Days and Absent Days billed for each calendar day are fewer than the 16 ADP for the BRS 5 programs in section 2.1.1. The process for requesting reimbursement is described in section 2.5(f). Contractor shall indicate the number of Youth Care Days and Absent Days billed through JJIS and must attach a copy of the Invoice Estimate Attendance Sheet (or its successor). The Contractor may bill for the difference between the guaranteed days and the billed days multiplied by the Youth Care Day rate for each calendar day.

iv. Agency will pay the Contractor a one-time incentive payment of \$5,000.00 due to the unique extenuating circumstances with regard to the provision of the BRS

Level 5 Services in section 2.1.1. On October 21, 2015, Agency received notice of the previous provider's termination of the BRS 5 programs in section 2.1.1 effective October 31, 2015. It is essential for Agency to procure replacement Services to ensure uninterrupted care and treatment of the OYA BRS Clients currently in these BRS 5 programs. Contractor's program is located in Bend, Oregon, whereas the BRS Clients served by the previous provider are located in The Dalles, Oregon, over 130 miles away. With less than 2 weeks' notice, Contractor has agreed to maintain the previous program in The Dalles while obtaining and establishing Contractor's new program in Bend to ensure continuation of necessary Services for the affected OYA BRS Clients during this time.

- b. Total for Reimbursable Expenses. The total amount available to reimburse Contractor for expenses authorized for reimbursement under this section 2.3 is specified in section 2.2 above.
- e. Section 2.5, Invoices, is hereby amended as follows:
 - a. Contractor will receive monthly, the Agency's Invoice Estimate, which describes Services performed during the previous month and estimates payment for that Service. If Contractor has not received an Invoice Estimate for Services provided in the previous month, Contractor shall contact the Contract Administrator for this Contract. Contractor shall work with OYA employees identified on the Invoice Estimate as primary worker for an OYA BRS Client to resolve any discrepancies regarding the invoice. Payment of any amount under this Contract shall not constitute approval of the Services.
 - i. The Invoice Estimates shall be verified by the Contractor and submitted to the Agency in accordance with the address on the invoice.
 - ii. Along with the verified invoice estimate, Contractor shall also provide, in a format that meets the Agency's approval, an attendance sheet that clearly identifies the status of each OYA BRS Client enrolled to the Contractor for each calendar day in the billing period. The required statuses include the days present in the facility, the days on home visit, the days on transitional visits to another provider, and the days billed as Absent Days. Along with the attendance sheet, the Contractor shall provide documentation showing the written authorization from the OYA BRS Client's JPPO and the Community Resources Manager allowing the Contractor to bill the Agency at an Absent Day rate for each calendar day listed as an Absent Day.
 - b. If payments to Contractor by the Agency under this Contract, or under any other contract between the Contractor and the Agency, are made in error or are found by the Agency to be excessive under the terms of this Contract or the other contract, the Agency, after giving written notification to the Contractor, may withhold payments due to Contractor under this Contract in such amounts, and over such periods of time, as are deemed necessary by the Agency to recover the amount of the overpayment. This subsection

2.5.b shall survive expiration or earlier termination of this Contract and be fully enforceable thereafter.

- c. Contractor must submit its final invoice to the Agency no later than 60 days after the termination or expiration date of this Contract. The Agency shall be under no obligation to pay for services not billed within 60 days after the termination or expiration date of this Contract.
 - d. Contractor certifies with each invoice and reporting form submitted to Agency that the materials, services, or expenses included in the invoice have been furnished, rendered or expended pursuant to the terms of this Contract, that they are as stated in the Contract and the Contractor has not previously requested payment for the item(s) from the Agency.
 - e. **Separate invoice for reimbursement of Start-Up costs. Contractor shall submit an invoice to request reimbursement for its start-up costs up to the amount specified in section 2.3(a)(ii) above. To receive reimbursement the invoice must indicate (i) the item(s) purchased, (ii) include copies of the receipts for the purchase of the item(s) and (iii) demonstrate that the type of item(s) purchased was authorized under section 2.3 (a)(ii). The Agency may request additional information from the Contractor if necessary to review and approve the invoice for payment.**
 - f. **Separate invoice for the reimbursement of Guaranteed Days. Contractor shall submit an invoice to request reimbursement for the payment of Guaranteed Days. The Invoice shall include the number of Youth Care Days and Absent Days billed through JJIS and must attach a copy of the Invoice Estimate Attendance Sheet (or its successor). The Contractor may bill for the difference between the Guaranteed Days and the billed days multiplied by the Youth Care Day rate for each calendar day. The Agency may request additional information from the Contractor if necessary to review and approve the invoice for payment.**
3. Except as expressly amended above, all other terms and conditions of the original Contract and any previous amendments are still in full force and effect. Contractor certifies that the representations, warranties and certifications contained in the original Contract are true and correct as of the effective date of this amendment and with the same effect as though made at the time of this amendment.
4. The Contractor acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any "claim" (as defined by ORS 180.750) that is made by (or caused by) the Contractor and that pertains to this Contract or to the project for which the Contract work is being performed. The Contractor certifies that no claim described in the previous sentence is or will be a "false claim" (as defined by ORS 180.750) or an act prohibited by ORS 180.755. Contractor further acknowledges that in addition to the remedies under this Contract, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the Contractor. Without limiting the generality of the foregoing, by signature on this Contract, the Contractor hereby certifies that:

- a. Under penalty of perjury the undersigned is authorized to act on behalf of Contractor and that Contractor is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321 and 323 and the elderly rental assistance program under ORS 310.630 to 310.706 and local taxes administered by the Department of Revenue under ORS 305.620;
- b. The information shown in Data and Certification, of original Contract or as amended is Contractor's true, accurate and correct information;
- c. To the best of the undersigned's knowledge, Contractor has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts;
- d. Contractor and Contractor's employees and agents are not included on the list titled "Specially Designated Nationals and Blocked Persons" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at <http://www.treas.gov/offices/enforcement/ofac/sdn/t11sdn.pdf>;
- e. Contractor is not listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal procurement or Non-procurement Programs" found at <https://www.sam.gov/portal/public/SAM/>;
- f. Contractor is not subject to backup withholding because:
 - (1) Contractor is exempt from backup withholding;
 - (2) Contractor has not been notified by the IRS that Contractor is subject to backup withholding as a result of a failure to report all interest or dividends; or
 - (3) The IRS has notified Contractor that Contractor is no longer subject to backup withholding;
- g. Contractor is an independent contractor as defined in ORS 670.600; and
- h. Contractor hereby certifies that the FEIN or SSN provided to Agency is true and accurate. If this information changes, Contractor is also required to provide Agency with the new FEIN or SSN within 10 days.

(Signature page follows.)

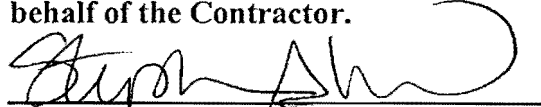
OREGON YOUTH AUTHORITY

EXHIBIT D: BRS 5 Enhanced Parole Revocation Diversion –J Bar J

A. GENERAL DESCRIPTION OF PROGRAM:
Agency is contracting with the Contractor for the following BRS Type of Care and Placement Model for BRS Clients with the following characteristics:
B. BRS TYPE OF CARE and PLACEMENT MODEL:
BRS Enhanced
C. POPULATION TO BE SERVED:
The Contractor shall offer services to male OYA BRS Clients who are committed to OYA and are between the ages of 12-25. Contractor shall accept referrals statewide.
D. CHARACTERISTICS OF OYA BRS CLIENTS SERVED UNDER THIS CONTRACT:
<p>OYA BRS Clients served under this Contract include youth offenders who exhibit any or all of the following characteristics:</p> <ul style="list-style-type: none"> • OYA parole youth in need of assessment for placement needs • OYA parole youth in need of behavioral stabilization for program readiness • OYA parole youth at risk of facility commitment due to technical violations of parole conditions • OYA parole youth at risk of program failure due to behavioral issues • Youth discharged from a residential program for one of the following reasons: <ol style="list-style-type: none"> 1. Program failure 2. Has not completed treatment 3. Has received maximum benefit from the discharging program but there is some indication that further treatment in a different setting would be beneficial • Antisocial/pro-criminal attitudes, values, beliefs • Pro-criminal associates and isolation from anti-criminal others • Temperamental and personality factors including: weak socialization, impulsivity, restless aggressive energy, egocentrism, below average verbal intelligence, a propensity for or history of engaging in risk taking behaviors, weak problem-solving/self-regulation skills • A history of antisocial behavior • Familial factors that contribute to criminality • Family history of mental illness and psychological treatment • Low levels of educational achievement • History of absconding from community placement <p>Additionally, some youth offenders needing services may have special needs including but not limited to:</p> <ul style="list-style-type: none"> • Low intellectual functioning • Physical disability • Limited English language proficiency • Emotional dysregulation

CONTRACTOR:

I hereby certify and affirm I am eligible and authorized to sign this agreement on behalf of the Contractor.


Signature

Stephanie Alvstad
Name and Title

11/2/15
Date

AGENCY: STATE OF OREGON, acting by and through its Oregon Youth Authority

By: _____ Date: _____

Name and Title

Mailing Address:
530 Center St. NE, Suite 200
Salem, Oregon 97301-3740
Facsimile: (503) 373-7921

Reviewed by OYA Contracts Specialist:

By: _____ Date: _____

Approved as to Legal Sufficiency by the **Attorney General's Office** (Required if total amount owing under the Contract, including amendments, exceeds \$150,000):

By: Susan Amesbury via e-mail Date: 10/30/15
Senior Assistant Attorney General

OREGON YOUTH AUTHORITY

EXHIBIT E: BRS 5 Enhanced Probation Revocation Diversion – J Bar J

A. GENERAL DESCRIPTION OF PROGRAM:
Agency is contracting with the Contractor for the following BRS Type of Care and Placement Model for BRS Clients with the following characteristics:
B. BRS TYPE OF CARE and PLACEMENT MODEL:
BRS Enhanced
C. POPULATION TO BE SERVED:
The Contractor shall offer services to male OYA BRS Clients who are committed to OYA and are between the ages of 12-25. Contractor shall accept referrals statewide.
D. CHARACTERISTICS OF OYA BRS CLIENTS SERVED UNDER THIS CONTRACT:
<p>OYA BRS Clients served under this Contract include youth offenders who exhibit any or all of the following characteristics:</p> <ul style="list-style-type: none"> • OYA probation youth in need of assessment for placement needs • OYA probation youth in need of behavioral stabilization for program readiness • OYA probation youth at risk of facility commitment due to history of absconding from community placement • OYA probation youth at risk of program failure due to behavioral issues • Youth discharged from a residential program for one of the following reasons: <ol style="list-style-type: none"> 1. Program failure 2. Has not completed treatment 3. Has received maximum benefit from the discharging program but there is some indication that further treatment in a different setting would be beneficial • Antisocial/pro-criminal attitudes, values, beliefs • Pro-criminal associates and isolation from anti-criminal others • Temperamental and personality factors including: weak socialization, impulsivity, restless aggressive energy, egocentrism, below average verbal intelligence, a propensity for or history of engaging in risk taking behaviors, weak problem-solving/self-regulation skills • A history of antisocial behavior • Familial factors that contribute to criminality • Family history of mental illness and psychological treatment • Low levels of educational achievement • History of absconding from community placement <p>Additionally, some youth offenders needing services may have special needs including but not limited to:</p> <ul style="list-style-type: none"> • Low intellectual functioning • Physical disability • Limited English language proficiency • Emotional dysregulation

E. CONTRACTOR MAY REFUSE TO ACCEPT OYA BRS CLIENTS WHO EXHIBIT ONE OR MORE OF THE FOLLOWING CHARACTERISTICS:
<ul style="list-style-type: none"> • Youth who are unable to participate in the program due to cognitive deficits which preclude their ability to benefit from the treatment services provided; • Active psychosis • Actively suicidal • Actively homicidal
F. SPECIAL PROGRAM REQUIREMENTS:
None

E. CONTRACTOR MAY REFUSE TO ACCEPT OYA BRS CLIENTS WHO EXHIBIT ONE OR MORE OF THE FOLLOWING CHARACTERISTICS:
<ul style="list-style-type: none"> • Youth who are unable to participate in the program due to cognitive deficits which preclude their ability to benefit from the treatment services provided; • Active psychosis • Actively suicidal • Actively homicidal
F. SPECIAL PROGRAM REQUIREMENTS:
None



Deschutes County Board of Commissioners
1300 NW Wall St., Suite 200, Bend, OR 97701-1960
(541) 388-6570 - Fax (541) 385-3202 - www.deschutes.org

AGENDA REQUEST & STAFF REPORT

For Board ~~Business Meeting~~ of November 4, 2015

work session

Please see directions for completing this document on the next page.

DATE: October 30, 2015

FROM: James Lewis Property & Facilities 541-385-1414

TITLE OF AGENDA ITEM:

Consideration of Board signature of document 2015-698, a Lease between Deschutes County and J bar J Youth Services.

PUBLIC HEARING ON THIS DATE? No

BACKGROUND AND POLICY IMPLICATIONS:

The proposed lease is for approximately 3,100 square feet located at Building One in the Deschutes County Juvenile Detention Facility located at 63360 Britta Street, Bend. The Lessee (J Bar J Youth Services) provides services to youth aged 12-24 who are on parole or probation with the Oregon Youth Authority (OYA) after being found in jurisdiction of a juvenile court for a criminal offense(s), and who were subsequently committed by a juvenile court judge to the Oregon Youth Authority for either residential or close custody placement. The programs provided by J Bar J complements Deschutes County Community Justice system's abilities to supervise, intervene with and/or hold accountable juvenile offenders, and brings important resources to the community to support positive behavioral and social integration of juvenile offenders. A separate operational contract between Juvenile Justice and J Bar J will be enacted to specify the cooperative working arrangements between the two entities. In exchange for the complimentary benefit the Lessee's services provides to the public and to Deschutes County, the rent charged (\$1.05/square foot) is equal to 50% of the market value rate of \$2.10/square foot utilized by Deschutes County during the term of this Lease.

The rental rate is \$3,255 per month (\$39,060 per year). Because the rental rate is below market value, the Lessee will be eligible for property tax exemption as a non-profit corporation. The lease term coincides with the contract for services, beginning November 20, 2015 through June 30, 2017.

FISCAL IMPLICATIONS:

Base rent of \$3,255 per month during the term (\$39,060 annually).

RECOMMENDATION & ACTION REQUESTED:

Staff recommends that the Board of County Commissioners sign Document 2015-698.

ATTENDANCE: James Lewis

DISTRIBUTION OF DOCUMENTS:

One fully signed original returned to James Lewis will come back for permanent records and copy to tenant.

DESCHUTES COUNTY DOCUMENT SUMMARY

(NOTE: This form is required to be submitted with ALL contracts and other agreements, regardless of whether the document is to be on a Board agenda or can be signed by the County Administrator or Department Director. If the document is to be on a Board agenda, the Agenda Request Form is also required. If this form is not included with the document, the document will be returned to the Department. Please submit documents to the Board Secretary for tracking purposes, and not directly to Legal Counsel, the County Administrator or the Commissioners. In addition to submitting this form with your documents, please submit this form electronically to the Board Secretary.)

Please complete all sections **above** the Official Review line.

Date: October 30, 2015

Department: Property & Facilities

Contractor/Supplier/Consultant Name: J Bar J Youth Services

Contractor Contact: Stephanie Alvstad **Contractor Phone #:** 541-637-0729

Type of Document: New Lease

Goods and/or Services: N/A

Background & History: The proposed lease is for approximately 3,100 square feet located at Building One in the Deschutes County Juvenile Detention Facility located at 63360 Britta Street, Bend. The Lessee (J Bar J Youth Services) provides services to youth aged 12-24 who are on parole or probation with the Oregon Youth Authority (OYA) after being found in jurisdiction of a juvenile court for a criminal offense(s), and who were subsequently committed by a juvenile court judge to the Oregon Youth Authority for either residential or close custody placement. The programs provided by J Bar J complements Deschutes County Community Justice system's abilities to supervise, intervene with and/or hold accountable juvenile offenders, and brings important resources to the community to support positive behavioral and social integration of juvenile offenders. A separate operational contract between Juvenile Justice and J Bar J will be enacted to specify the cooperative working arrangements between the two entities. In exchange for the complimentary benefit the Lessee's services provides to the public and to Deschutes County, the rent charged (\$1.05/square foot) is equal to 50% of the market value rate of \$2.10/square foot utilized by Deschutes County during the term of this Lease.

The rental rate is \$3,255 per month (\$39,060 per year). Because the rental rate is below market value, the Lessee will be eligible for property tax exemption as a non-profit corporation. The lease term coincides with the contract for services, beginning November 20, 2015 through June 30, 2017.

Agreement Starting Date: November 20, 2015

Ending Date: June 30, 2017

Annual Value or Total Payment: \$3,255/month base rent

N/A – statutory coverage

X Insurance Certificate Received (check box)

Insurance Expiration Date: July, 2016

N/A

Check all that apply:

- ☐ RFP, Solicitation or Bid Process
☐ Informal quotes (<\$150K)

☐ Exempt from RFP, Solicitation or Bid Process (specify – see DCC §2.37)

N/A

Funding Source: (Included in current budget? ☐ Yes ☐ No

If **No**, has budget amendment been submitted? ☐ Yes ☐ No

Is this a Grant Agreement providing revenue to the County? ☐ Yes ☒ No

Special conditions attached to this grant:

Deadlines for reporting to the grantor:

If a new FTE will be hired with grant funds, confirm that Personnel has been notified that it is a grant-funded position so that this will be noted in the offer letter: ☐ Yes ☐ No

Contact information for the person responsible for grant compliance: Name:
Phone #:

Departmental Contact and Title: James Lewis **Phone #:** 541-385-1414

Department Director Approval:

Signature

Date

Distribution of Document: One fully signed original returned to James Lewis for permanent records and copy to tenant.

Official Review:

County Signature Required (check one): XXX BOCC ☐ Department Director (if <\$25K)

☐ Administrator (if >\$25K but <\$150K; if >\$150K, BOCC Order No. _____)

Legal Review _____ Date _____

Document Number **2015-698**

REVIEWED

LEGAL COUNSEL

LEASE

This Lease is made by and between DESCHUTES COUNTY, a political subdivision of the State of Oregon ("Lessor") and J BAR J YOUTH SERVICES, a nonprofit corporation ("Lessee").

Lessor hereby leases to Lessee and Lessee takes from Lessor the "Premises" described as follows:

Approximately Three Thousand One Hundred (3,100) square feet of space located at Deschutes County Department of Community Justice, Juvenile Division (Department), 63360 Britta Street, Building One in the Juvenile Detention Facility (JDF), as follows:

1. Housing Unit 300 common room, classroom, teacher office, program staff office, laundry room, kitchen room, shower rooms, staff bathroom and all youth cells on both floors.
2. Gym space directly adjoining Housing Unit 300.

Lessee shall be entitled to use of: the outdoor recreation space at eastern end of the JDF; the Department's first floor staff entrance to the JDF and the JDF staff lounge; the first floor ancillary staff entrance and designated gym, subject to use liability waivers required prior to gym use; and, the staff entrance and lounge and the first floor public lobby/waiting area. Lessee may request, but is not specifically entitled to, use of second floor conference rooms. Such use must first be obtained and is subject to Community Justice protocols for such use.

The parties agree that the terms of this Lease are as follows:

1. Occupancy

a) Term. The effective date of this Lease shall be November 20, 2015 and shall continue until June 30, 2017. The Term is subject to an active operational Memorandum of Understanding (MOU) between Lessee and Deschutes County Community Justice that defines required security, communication, youth meal provision protocols, and any certifications that may be required for Lessee to conduct its designated programming. Upon the date of expiration or termination of such MOU, this Lease automatically terminates and Lessee shall vacate the Premises within 30 days. Lessor and Lessee each reserve the right to terminate this Lease prior to its expiration with thirty (30) days written notice, given to the other party.

- b) Possession. During the Lease term Lessee shall be entitled to access the Premises twenty-four hours a day, seven days a week. Changes to the hours and days of access are at the discretion of County Community Justice staff.
- c) Renewal Option. Except as otherwise provided in this Lease, if the Lessee is not then in default and with Lessor's approval, Lessee has the option to renew this lease for 2 (two) years by giving at least thirty (30) days written notice to Lessor prior to the expiration of the lease term. After this initial term has expired, any renewal will be subject to an increase in Rent that will result in the Rent being 50 percent of the current market rate at the time of renewal for the duration of the Term.
2. Rent. Lessee shall pay to Lessor the sum of Three Thousand Two Hundred Fifty Five Dollars (\$3,255) per month for Rent and Utilities, commencing on November 20th, 2015 or date specified in Paragraph 1 above. Rent shall be payable on the first day of the month in advance, without notice or demand at the office of Deschutes County Property & Facilities Department, PO Box 6005, Bend, Oregon 97708-6005, or at such other place as may be designated in writing by Lessor. If the Term does not coincide with the first day of the month, the Rent shall be pro-rated. The Rent payable by Lessee has been established to reflect the savings below market Rent resulting from the exemption from taxation.
3. Use of Premises. The Premises shall be used by Lessee for Behavioral Rehabilitation Services (BRS), Level 5 services for up to eight (8) youth on parole with the Oregon Youth Authority (OYA) and up to eight (8) youth on probation with the OYA who are referred by OYA staff and accepted into the program by J Bar J Youth Services.
4. Restrictions on Use. In connection with the use of the Premises, Lessee shall:
- a) Conform to all applicable laws and regulations of any public authority affecting Lessee's use, and correct at Lessee's own expense any failure of compliance created through Lessee's fault or by reason of Lessee's use.
- b) Refrain from making any marks on or attaching any sign, insignia, antenna, aerial, or other device to the walls or windows without the prior written consent of Lessor, which consent shall not be withheld unreasonably.
- c) Lessee shall not cause or permit any Hazardous Substance to be spilled, leaked, disposed of, or otherwise released on or under the Premises. 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. Upon the expiration or termination of this Lease, Lessee shall remove all Hazardous Substances from the Premises. 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 and material as defined or listed by Environmental Law and shall include, without limitation, petroleum oil and its fractions.

d) Lessee shall maintain its facilities and equipment on the Premises so as to impact in the least possible way Lessor's equipment, facilities and personnel. Lessee shall also secure its personal property on the Premises in a clean, safe and sanitary condition when not in use.

e) Lessee warrants the honesty and integrity of all personnel and volunteers Lessee authorizes to access or use the Premises. Lessee shall notify Lessor in writing in advance of any changes in personnel having access to the Premises, including without limitation suspension, termination or resignation. Lessee shall have access to and through Lessor's security access system and shall be responsible for retrieving access keys from Lessee's personnel who are no longer authorized on the Premises.

f) Comply with Lessor's policies regarding smoking, parking, fragrances, facilities maintenance, facilities use and violence in the workplace. Those policies are attached to this lease as Exhibit A and by this reference are incorporated herein. *The Lessee's Safety Policy and Plan shall supplement the Lessor's policy to prevent violence in the workplace. It is attached as page 9a in Exhibit A.*

5. Maintenance and Repair of Premises.

a) Lessor's Obligations

1) Lessor shall perform all necessary maintenance and repairs to the structure, foundation, exterior walls, roof, doors and windows, elevators, emergency lighting, and Lessor-provided fire extinguishers, sidewalks, and parking area which are located on or serve the Premises. Lessor shall repair or replace, if necessary and at Lessor's sole expense, the heating, air conditioning, plumbing, electrical, and lighting systems in the Premises, obtaining required permits and inspections from codes enforcement authorities, and shall keep the improvements, grounds and landscaping in good repair and appearance replacing dead, damaged or diseased plant materials when necessary.

2) Should Lessor fail to maintain the Premises in accordance with above requirements, and after at least twenty-one (21) days prior written notification to Lessor, Lessee may contract for necessary labor equipment and material to bring Premises within those requirements and may deduct reasonable and necessary costs from future rent payments.

b) Lessee's Obligations.

1) Lessee shall take good care of the interior of the Premises and at the expiration of the term surrender the Premises in as good condition as at the commencement of this Lease, excepting only reasonable wear, permitted alterations, and damage by fire or other casualty. Lessee is responsible for its own janitorial cleaning. Lessee shall ensure that frequent, routine cleanings occur and Premises is well maintained. Exterior spaces are to remain neat and clean, and free of any kind of debris, including trash, boxes, storage containers, food containers, etc. Lessor will conduct periodic inspections of Premises to ensure that these maintenance standards are adhered to.

2) Lessee's signage and decorative accessories may be allowed but must be approved by the Lessor prior to installation. Placement of exterior signs, whether wall-mounted or free-standing, will be subject to the prior approval of the County's Building Services Division. Exterior signs, if allowed, must also comply with the City of Bend sign code and be installed in accordance with all related City permit regulations.

3) No decorative or other materials of any kind are permitted to be attached to the ceiling or ceiling grids within the Premises.

6. Inspection of Premises. Lessor shall have the right to inspect the Premises any reasonable time or times to determine the necessity of repair and Lessee's compliance with its other obligations set forth in this Lease.

7. Utilities and Services.

a) Lessor shall provide water, sewer, gas, and electricity. A trash dumpster that may be used by the Lessee will be made available at an assigned location. Lessee shall provide its own telephone service and janitorial services for the Premises.

b) Lessee agrees to pay property taxes, if applicable, on its leased space.

8. Liens.

a) Except with respect to activities for which the Lessor is responsible, the Lessee shall pay as due all claims for work done on and for services rendered or material furnished to the leased real property and shall keep the real property free from any liens. If Lessee fails to pay any such claims or to discharge any lien, Lessor may do so and collect the cost from Lessee. Any amount so expended shall bear interest at the rate of nine percent (9%) per annum from the date expended by Lessor and shall be payable on demand. Such action by Lessor shall not constitute a waiver of any right or remedy which Lessor may have on account of Lessee's default.

b) Lessee may withhold payment of any claim in connection with a good faith dispute over the obligation to pay, so long as Lessor's property interests are not jeopardized. If a lien is filed as a result of nonpayment, Lessee shall, within thirty (30) days after knowledge of the filing, secure the discharge of the lien or deposit with Lessor cash or a sufficient corporate surety bond or other surety satisfactory to Lessor in an amount sufficient to discharge the lien plus any costs, attorney fees and other charges that could accrue as a result of a foreclosure or sale under a lien.

9. Insurance.

a) It is expressly understood that Lessor shall not be responsible for carrying insurance on any property owned by Lessee.

b) Lessee will be required to carry fire and casualty insurance on Lessee's personal property on the Premises.

c) Lessor will carry fire and casualty insurance only on the structure where Premises are located.

d) Lessee shall carry commercial general liability insurance, on an occurrence basis; with a combined single limit of not less than \$1,000,000 each occurrence, with an annual aggregate limit of \$2,000,000 of all claims from a single incident. Lessee shall provide Lessor with a certificate of insurance, as well as an endorsement, naming Deschutes County, its officers, agents, and employees and volunteers as an additional insured. There shall be no cancellation, termination, material change, or reduction of limits of the insurance coverage during the term of this lease.

e) Lessee shall provide to Lessor proof of workers compensation insurance.

f) Indemnification: Lessee shall be responsible for any and all injury to any and all persons or property caused directly or indirectly by reason of any and all activities by Lessee on or in connection with the leased property; and further agrees to indemnify, defend, and save harmless the Lessor, its officers, agents, and employees from and against all claims, suits or action, damages, costs, losses and expenses in any manner resulting from, arising out of, or connected with any such injury. Lessor shall be responsible for the negligent and wrongful acts of its officers, agents, employees and invitees. Provided however, consistent with its status as a public body, Lessor enjoys certain privileges and immunities under the Oregon State Constitution, Article XI, and Oregon Revised Statutes 30.260 through 30.300, the Oregon Tort Claims Act, and thus its liability exposure is restricted.

10. Casualty Damage. If the Premises or improvements thereon are damaged or destroyed by fire or other casualty to such a degree that the Premises are unusable for the purpose leased, and if repairs cannot reasonably be made within ninety (90)

days, Lessee may elect to cancel this Lease. Lessor shall in all cases promptly repair the damage or ascertain whether repairs can be made within ninety (90) days, and shall promptly notify Lessee of the time required to complete the necessary repairs or reconstruction. If Lessor's estimate for repair is greater than ninety (90) days, then Lessee, upon receiving said estimate will have twenty (20) days after such notice in which to cancel this Lease. Following damage, and including any period of repair, Lessee's rental obligation shall be reduced to the extent the Premises cannot reasonably be used by Lessee.

11. Surrender of Leased Premises. Upon abandonment, termination, revocation or cancellation of this Lease or the surrender of occupancy of any portion of or structure on the leased premises, the Lessee shall surrender the real property or portion thereof to Lessor in the same condition as the real property was on the date of possession, fair wear and tear excepted, except, that nothing in this lease shall be construed as to relieve Lessee of Lessee's affirmative obligation to surrender said premises in a condition which complies with all local, state or federal environmental laws, regulations and orders applicable at the time of surrender that was caused by Lessee or occurred during the term of this lease. Upon Lessor's written approval, Lessee may leave site improvements authorized by any land use or building permit. Lessee's obligation to observe and perform this covenant shall survive the expiration or the termination of the Lease.
12. Nonwaiver. Waiver by either party of strict performance of any provision of this Lease shall not be a waiver of or prejudice of the party's right to require strict performance of the same provision in the future or of any other provision.
13. Default. Neither party shall be in default under this Lease until written notice of its unperformed obligation has been given and that obligation remains unperformed after notice for fifteen (15) days in the case of the payment or for thirty (30) days in the case of other obligations. If the obligation cannot be performed within the thirty-day period, there shall be no default if the responsible party commences a good faith effort to perform the obligation within such period and continues diligently to complete performance. In case of default the non-defaulting party may terminate this Lease with thirty (30) days' notice in writing to the defaulting party, shall be entitled to recover damages or any other remedy provided by applicable law, or may elect to perform the defaulting party's obligation. The cost of such performance shall be immediately recoverable from the defaulting party plus interest at the legal rate for judgment. If Lessee makes any such expenditures as the non-defaulting party, those expenditures may be applied to monthly rent payments(s).
14. Notices. Notices between the parties shall be in writing, effective when personally delivered to the address specified herein, or if mailed, effective 48 hours following mailing to the address for such party specified below or such other address as either party may specify by notice to the other:

Lessor: Deschutes County Property & Facilities
Attn: Susan Ross
14 NW Kearney Avenue
Bend, Oregon 97701
Phone: 541-383-6713

Mail to:
P.O. Box 6005
Bend, OR 97708-6005

Lessee: J Bar J Youth Services
Attn: Stephanie Alvstad
62895 Hamby Road
Bend, OR 97701
Phone: 541-389-1409

15. Assignment. Lessee shall not assign or sub-rent the Premises.
16. Attorneys' Fees. In the event a suit or action of any kind is instituted on behalf of either party to obtain performance under this Lease or to enforce any rights or obligations arising from this Lease, each party will be responsible for paying its own attorney fees.
17. Authority. The signatories to this agreement covenant that they possess the legal authority to bind their respective principals to the terms, provisions and obligations contained within this agreement.
18. MERGER.

THIS LEASE CONSTITUTES THE ENTIRE LEASE BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS LEASE SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS LEASE. LESSOR, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT LESSOR HAS READ THIS LEASE, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

LESSOR:

BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON

ANTHONY DEBONE, CHAIR

ATTEST:

ALAN UNGER, VICE CHAIR

Recording Secretary

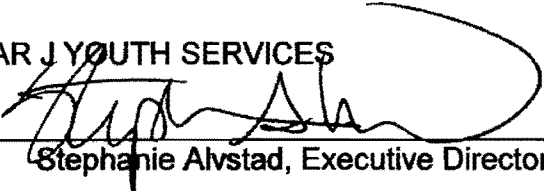
TAMMY BANEY, COMMISSIONER

Dated this _____ day of _____, 2015

LESSEE:

J BAR J YOUTH SERVICES

By: _____


Stephanie Alvstad, Executive Director



Community Development Department

Planning Division Building Safety Division Environmental Soils Division

P.O. Box 6005 117 NW Lafayette Avenue Bend, Oregon 97708-6005
(541)388-6575 FAX (541)385-1764
<http://www.co.deschutes.or.us/cdd/>

MEMORANDUM

DATE: October 26, 2015

TO: Deschutes County Board of Commissioners
Deschutes County Historic Landmarks Commission

FROM: Matthew Martin, Associate Planner

RE: November 2, 2015, Historic Landmarks Commission Meeting

This memorandum provides an overview of the joint Deschutes County Historic Landmarks Commission (HLC) Board of County Commissioner (Board) meeting on November 2, 2015. A summary of each item is provided below.

CERTIFIED LOCAL GOVERNMENT GRANT UPDATE

The current Certified Local Grant (CLG) includes funding to support the Deschutes County Historical Society complete the scanning of historic property records that have been archived at the Deschutes Historical Museum. When completed, the scanned images will be available to the public for research and educational purposes. Kelly Cannon-Miller, Executive Director of the Deschutes County Historical Society, will provide an update on the project.

REDMOND AND BEND CLG PROJECT ACTIVITIES

County staff will provide an overview of historic preservation projects underway or recently completed in Bend and Redmond.

PAULINA LAKE I.O.O.F. CABINS RESTORATION WORKSHOP AND TOUR

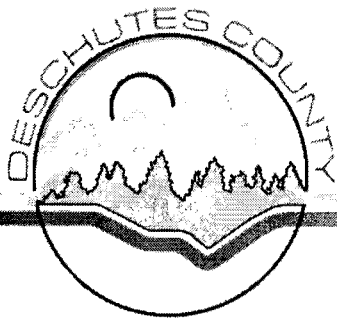


On October 15, 2015, HistoriCorps conducted a workshop involving the Paulina Lake I.O.O.F. Cabins, a site included on both Deschutes County Goal 5 historic resource list and the National Register of Historic Places. Volunteers in attendance completed several exterior maintenance and improvement projects on site. HistoriCorps is a nonprofit organization working to save historic places for public benefit through partnerships that foster public involvement, engage volunteers, and provide training and education.

On October 29, the Deschutes National Forest invited the Landmarks Commission and members of the Deschutes Historical Society for a field visit to the cabins. Erin Woodard, Archaeologist for the Bend Fort Rock Ranger District, will lead the tour of the site. County staff will recap the workshop and tour.

ROUND TABLE DISCUSSION WITH BOARD OF COUNTY COMMISSIONERS

At a work session on August 5, 2015, the Board accepted an invitation to attend a joint meeting with the HLC. This agenda item provides an opportunity for the Board and HLC to discuss the current status and future of the County's historic preservation program.



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AGENDA-JOINT MEETING

BOARD OF COUNTY COMMISSIONERS AND
DESCHUTES COUNTY HISTORIC LANDMARKS COMMISSION
DESCHUTES SERVICES CENTER
1300 NW WALL STREET, BEND, OREGON, 97701
NOVEMBER 2, 2015 – 5:30 P.M.

Deschutes County Members:

Chris Horting-Jones ♦ Unincorporated
(Chair)
Sharon Leighty ♦ Unincorporated
(Vice Chair)
Dennis Schmidling ♦ City of Sisters
(Secretary)
Bill Olsen ♦ Pioneer Association
Broc Stenman ♦ Unincorporated
Kelly Madden ♦ Ex-Officio
Ray Solley ♦ Ex-Officio
Rachel Stemach ♦ Ex-Officio

Next Meeting:
February 1, 2016, 5:30 p.m.
Deschutes Services Center
1300 NW Wall Street
Bend, OR 97701

I. CALL TO ORDER

II. PUBLIC COMMENTS

III. CERTIFIED LOCAL GOVERNMENT (CLG) GRANT UPDATE

Update of Deschutes County Historical Society Scanning Project
– Kelly Cannon-Miller, Executive Director

IV. REDMOND AND BEND CLG PROJECT ACTIVITIES

Summary of Activities and Projects - Planning Staff

V. I.O.O.F. PAULINA LAKE CABIN WORKSHOP AND TOUR

Recap of HistoriCorps Workshop and Forest Service Tour-
Planning Staff

VI. ROUND TABLE DISCUSSION WITH BOARD OF COUNTY COMMISSIONERS

VII. ADJOURN

NOTE: Items included in the packet for Historic Landmarks Commission meetings can be located on the County Calendar at www.deschutes.org/calendar. Click on the calendar for the date of the meeting in which you are interested.

Deschutes County encourages persons with disabilities to participate in all programs and activities. This event/location is accessible to people with disabilities. If you need accommodations to make participation possible, please call the ADA Coordinator at (541) 617-4747

Quality Services Performed with Pride