Wednesday, February 12, 2020

Immediately following the
Joint Session with the City of Newport

Newport City Hall
169 SW Coast Hwy
Newport, Oregon

I. CALL TO ORDER

II. ROLL CALL - ESTABLISHMENT OF A QUORUM

III. RECOGNITION/PROCLAMATION

IV. ADOPTION OF CONSENT CALENDAR
   A. Minutes of Board of Commissioners Meeting
      1. Order #2-20- BOC Meeting Minutes 1.22.20
      2. Order #2-20- BOC Meeting Minutes 2.5.20
   
   B. Commission Appointments and Resignations
      1. Order #2-20- Changes in membership to the Forestland Classification Committee

   C. License Applications or Renewals

   D. Tax Foreclosure, Right-of-Way, Sales and Deeds
      1. Order #2-20- Execution of Quitclaim Deed for Certain Tax Acquired Property to Cameron L
         Bishop and Kathleen C Bennett /14-12-14-BA-03400

   E. General Budget Resolutions

   F. Acting as Governing Body of County Wide Service Districts

   G. Documents and Recording Matters in the Commissioners Journal
      1. Order #2-20- Professional Services Agreement between Lincoln County Sheriff's Office and
         Christopher Hoy
      2. Order #2-20- Amendment #7 to the Agreement between Intercommunity Health Plans, Inc. and
         Lincoln County Health and Human Services
      3. Order #2-20- Lane County Intergovernmental Agreement #55183 to provide HealthSpace, Inc.
         (Effective 1.1.20-12.31.22; not to exceed $475/per user)

H. Execution of Documents

Updated: February 12, 2020, 9:49 AM
1. Amendment #7 to Intergovernmental Agreement #159820 for the Financing of Public Health Services (Effective 7.1.19-6.30.20; not to exceed $5,133.25)

2. Amendment #1 to Personal/Professional Services Contract #159344 between Oregon Health Authority and Lincoln County for Parent Child Interaction Therapy Services (Effective 7.1.19-6.30.20; no funding changes)

V. PUBLIC HEARING
   1. Transfer Jurisdiction over Logan Road to the City of Lincoln City – Presented by Wayne Belmont, County Counsel

VI. DECISION/ACTION
   1. Intergovernmental Agreement between Lincoln County Juvenile Department and Lincoln County School District – Presented by Tony Campa, Lincoln County Community Corrections Director, and Dr. Karen Grey, Lincoln County School District Superintendent

VII. DISCUSSION/INFORMATION

VIII. BOARD OF COMMISSIONERS AS THE GOVERNING BODY OF COUNTY-WIDE SERVICE DISTRICTS (see above)

IX. REPORTS
   A. Elected Officials/Department Directors/Program Coordinators and Consultants
   B. Commissioners

X. CONSTITUENT INPUT (Limited to five minutes per constituent)

XI. EXECUTIVE SESSION

XII. ADJOURN

XIII. OTHER SCHEDULED MEETINGS AND APPOINTMENTS OF THE BOARD
   Tuesday, February 18, 2020 – 9:00 a.m. – Office Meeting and Board Briefing in the Commissioner’s Small Meeting Room, Lincoln County Courthouse Room #110, 225 West Olive Street, Newport; meeting to cover office priorities, operations, procedures and workflow

   Wednesday, February 19, 2020 – 9:30 a.m. – Board of Commissioners Meeting in the Commissioner’s Meeting Room, Lincoln County Courthouse Room #108, 225 West Olive Street, Newport

For special physical, language or other accommodations at Board’s meeting, please contact the Board at 265-4100 (voice) or dial 7-1-1 Relay Service and include e-mail as soon as possible, but at least 48 hours before the meeting.

Updated: February 12, 2020, 9:49 AM
BEFORE THE BOARD OF COMMISSIONERS

FOR LINCOLN COUNTY, OREGON

In the Matter of

ORDER # ____________

INITIATING PROCEEDINGS TO
TRANSFER JURISDICTION OVER
LOGAN ROAD TO THE
CITY OF LINCOLN CITY

WHEREAS the County and the City of Lincoln City have discussed the transfer of jurisdiction of Logan Road, County Road # 814 to the City of Lincoln City; and

WHEREAS County and City have determined that this right-of-way is better suited to be a City street rather than a County road; and

WHEREAS transfer can be initiated in accordance with ORS 373.270. The County will initiate this process under ORS 373.270(2) by providing notice in accordance with law, holding a required hearing, and determining the terms of the offer of surrender of jurisdiction.

IT IS HEREBY ORDERED THAT:

(1) Proceedings are initiated to transfer jurisdiction, in accordance with ORS 373.270(2) et. seq., to the City of Lincoln City that portion of Logan Road, County Road #100, further described and depicted in Exhibit “A”.

(2) A public hearing on this matter shall be conducted by the Board of Commissioners at a regularly scheduled Board meeting as set in the notice of hearing.

(4) The County shall cause notice of the hearing to be made in accordance with ORS 373.270(2).

________________________________________

1 A portion of Logan Road was transferred by the County and accepted by the City of Lincoln City in 2009. Lincoln County Board of Commissioners Records Book 074, Page 1441. This action when completed would transfer the remainder of Logan Road to the City.
(5) A copy of this order shall be provided to Lincoln City, City Manager Ron Chandler; Lincoln County Public Works Director Roy Kinion; and Lincoln County Counsel Wayne Belmont.

DATED this _____ day of _____, 2020.

LINCOLN COUNTY BOARD OF COMMISSIONERS

___________________________
Chair

___________________________
Commissioner

___________________________
Commissioner
LOGAN ROAD – COUNTY ROAD #100
JURISDICTIONAL TRANSFER

Beginning at the northerly limit of that section of Logan Road – County Road #100 which was previously transferred to the jurisdiction of the City of Lincoln City as described in Lincoln County Board of Commissioners Order #6-09-135 recorded in Book 074, Page 1441, Lincoln County Commissioner’s Records; thence northerly to the northern terminus of said Logan Road in Section 26, Township 6 South, Range 11 West, W.M., Lincoln County, Oregon.
INTERGOVERNMENTAL AGREEMENT
Between Lincoln County Juvenile Department (County)
And Lincoln County School District (District)

This Agreement is made and entered into between LINCOLN COUNTY SCHOOL DISTRICT, hereafter called DISTRICT, and LINCOLN COUNTY, BY AND THROUGH ITS JUVENILE DEPARTMENT, herein called COUNTY. The parties mutually agree as follows:

1. The DISTRICT desires to collaborate with the COUNTY for prevention services and supervisory services at DISTRICT schools.

2. The COUNTY agrees to provide prevention and supervisory services as described in Attachment A: Scope of Work.

3. The term of this agreement shall be for the period commencing on March 1, 2020 and shall continue through June 30, 2021 unless terminated by either party. Either party may terminate this agreement by 30 days written notice to the other party at the address set forth in paragraph 5 below.

4. DISTRICT shall receive prevention and supervisory services In-Kind from the COUNTY. DISTRICT shall provide office space In-Kind to the COUNTY for prevention services.

5. For the purpose of this Agreement, any notice shall be given to the parties at the following addresses:

   Lincoln County School District           Lincoln County Juvenile Department
   PO Box 1110                               753 NW Brook St
   Newport, OR 97365                         Newport, OR 97365

6. DISTRICT and COUNTY agree to the following liability provisions:

   (a) If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 (a “Third Party Claim”) against a Party (DISTRICT or COUNTY, hereafter the “Notified Party”) with respect to which the other Party (DISTRICT or COUNTY, hereafter the “Other Party”) may have liability, the Notified Party shall promptly notify the Other Party in writing of the Third Party Claim at the address in Paragraph 5 above and deliver to the Other Party, along with the written notice, a copy of the claim, process and all legal pleadings with respect to the Third Party Claim that have been received by the Notified Party. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this Section are conditions precedent to the Other Party’s liability with respect to the Third Party Claim.
(b) With respect to a Third Party Claim, each Party shall contribute to the amount of any defense expenses (including attorneys’ fees or costs of litigation), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Party in such proportion as is appropriate to reflect the Parties’ relative fault. Each Party represents that it has amounts lawfully available for the payment of such costs within its risk management fund, insurance coverage or funds otherwise lawfully available for such purpose. Each Party’s relative fault shall be determined by reference to, among other things, the Parties’ relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Each Party’s contribution amount shall be for its respective relative fault and payable solely from its risk management fund, insurance or other funds lawfully available for such purpose.

7. Except as otherwise agreed in Paragraph 6 above, DISTRICT agrees to indemnify, defend and hold harmless COUNTY, and its officers, agents, and employees from and against any and all liability, damage, loss, expense, or claim arising from actions suits, claims or demands for the acts or omissions of DISTRICT and DISTRICT’s officers, agents, and employees in performance of this Agreement.

7. Except as agreed in Paragraph 6 above, COUNTY agrees to indemnify, defend and hold harmless DISTRICT, and its officers, agents, and employees from and against any and all liability, damage, loss, expense, or claim arising from actions suits, claims or demands for the acts or omissions of COUNTY and COUNTY’s officers, agents, and employees in performance of this Agreement.

8. For the purposes of this Agreement, COUNTY, its officers, agents and employees shall not be deemed to be employees of DISTRICT. Nothing in the Agreement shall be construed to create a partnership, agency, joint venture, or employer-employee relationship between the parties. COUNTY shall provide workers’ compensation insurance coverage for the COUNTY employees providing prevention services, pursuant to the Agreement.

9. The rights and obligations of the parties under this Agreement are non-assignable, without the express mutual agreement of the parties.

10. This Agreement shall be governed by and construed in accordance with the law of the State of Oregon.

11. The parties agree that they shall comply with all applicable federal, state, and local laws, regulations, and rules.

12. This Agreement constitutes the entire agreement between the parties and any provision may not be waived or modified except in writing, duly signed and executed by the parties.
13. COUNTY shall perform all its services in accordance with law. The COUNTY shall have exclusive supervision, control, and authority over the rendition of prevention services, including, but not limited to, standards of performance by COUNTY employees.

14. Both DISTRICT and COUNTY shall maintain their respective public records under this Agreement in strict adherence to all laws, rules, policies, and regulations limiting the disclosure of documents, records, or information in connection with schools or educational institutions or facilities and juvenile services, including but not limited to ORS Chapter 192.

15. Any dispute in connection with the interpretation or enforcement of this Agreement shall be adjudicated in the Courts of the State of Oregon for LINCOLN County. The prevailing party shall be entitled to recover the party's attorney fees and costs, whether at trial or upon appeal. The determination that any provision of this Agreement is in conflict with any federal, state, or local constitution, charter, law, ordinance, regulation, or order shall not nullify any other provision of the Agreement. The conflicting provision shall continue in effect to the extent that it remains valid.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement as of the last date written below.

LINCOLN COUNTY SCHOOL DISTRICT  LINCOLN COUNTY

Karen Gray  Kaety Jacobson
Superintendent  Commissioner
Lincoln County School District  Lincoln County
Attachment A: Scope of Work
Between Lincoln County Juvenile Department (County)
And Lincoln County School District (District)

Description: COUNTY will provide part-time Juvenile Probation Officers and/or a Clinical Counselor to serve Lincoln County School District, as designated by the DISTRICT.

Dates of Service: The Service Agreement is in effect from March 1, 2020 to June 30, 2021, and may be extended annually thereafter.

Financial Obligation: The COUNTY will provide all funds needed to cover the cost of COUNTY employees (salary, benefits, equipment, training, etc.).

Chain of Command: The COUNTY employees are employed by and supervised by the COUNTY.

Location: DISTRICT will provide secure and dedicated office space (and related office furniture and equipment) for COUNTY employees at assigned primary school locations. However, COUNTY employees will allot time to all DISTRICT schools as mutually agreed by DISTRICT and COUNTY, which may allow COUNTY employees to be present before, during, and after school; and at school-sponsored events. COUNTY employees will work with DISTRICT administrators to prioritize support at DISTRICT schools as needed.

Primary Roles of COUNTY employees: Primary duties will include the investigation, evaluation, clinical counseling (exclusive to clinical staff), mentoring and guidance of youth as determined by the COUNTY with input from DISTRICT. The Juvenile Probation Officer will proactively promote prevention services and provide support to those students already under supervision success by:

1. Receiving and evaluating referrals of truancy and behavioral issues.
2. Reviewing student backgrounds and family situations that include contacts with other agencies, law enforcement officials, schools, parents or guardians.
3. Working with DISTRICT employees to develop partnerships at all levels (K-12) in coordinating local prevention strategies at individual DISTRICT schools.
4. Providing clinical support, both crisis and other, for families and students individually.
5. Facilitating education or cognitive-behavioral groups for youth and parents or guardians.
6. Collaborating with other community groups and organizations for prevention and school safety activities, including but not limited to schools, law enforcement, Community Justice, Public Health, Mental Health, and other related organizations.
7. Performing education and outreach to potentially at-risk youth for alcohol and drug abuse in order to educate youth around substance abuse treatment and recovery topics tailored to the youth needs. Educating the broader community on these issues as well as beginning the process of promoting potential initiation and engagement in treatment services within these populations.
8. Conferring with staff members, schools, law enforcement agencies, and social service agencies regarding youth treatment programs and general casework activities.

9. Referring youth and parents to treatment programs, mental health services, shelter care, and other agencies.

10. Supporting youth placed on formal probation or Formal Accountability Agreements.

11. Partnering with healthcare providers and other social service partners, who provide screening for the presence of behavioral health conditions, to facilitate access to appropriate services.

12. Providing support for prevention efforts by acting as a conduit for coalitions and community groups to join local efforts. Encouraging shared responsibility for local community outcomes.

13. Other prevention-related duties as assigned by the COUNTY.