



RESOLUTION 2014-069

AUTHORIZING THE CITY MANAGER TO SIGN AN INTERGOVERNMENTAL AGREEMENT (IGA) WITH WASHINGTON COUNTY AND THE SHERWOOD SCHOOL DISTRICT TO FORMALLY ESTABLISH THE SHERWOOD YOUTH SUBSTANCE ABUSE TEAM

WHEREAS, the duly elected governing body of the City of Sherwood, Oregon, having been presented with information about the formation of the Sherwood Youth Substance Abuse Team (YSAT); and

WHEREAS, the Intergovernmental Agreement would form a partnership between the City of Sherwood and its police department, the Sherwood School District and Washington County to address youth substance abuse in Sherwood; and


WHEREAS, the Sherwood City Council hereby resolves that the Intergovernmental Agreement with the Sherwood School District and Washington County meets the public safety needs of the citizens of the City of Sherwood and authorizes the City Manager to sign the Intergovernmental Agreement for the purposes of establishing the Sherwood Youth Substance Abuse Team.

NOW, THEREFORE, THE CITY OF SHERWOOD RESOLVES AS FOLLOWS:

Section 1. The City Manager is authorized to sign the Intergovernmental Agreement with the Sherwood School District and Washington County, attached as Exhibit A.

Section 2. This Resolution shall be effective upon its approval and adoption.

Duly passed by the City Council this 18th day of November 2014.



Bill Middleton, Mayor

Attest:



Sylvia Murphy, MMC, City Recorder

**WASHINGTON COUNTY JUVENILE DEPARTMENT
CITY OF SHERWOOD
SHERWOOD SCHOOL DISTRICT NO. 88J**

Intergovernmental Agreement for Provision of Sherwood Youth Substance Abuse Team

THIS AGREEMENT is entered into by and between Washington County, Oregon ("County"), the City of Sherwood, Oregon ("City") and Sherwood School District No. 88J ("District"), pursuant to the authority of ORS Chapter 190 (Intergovernmental Cooperation).

- A. There currently exists in the Sherwood community a need for a positive intervention strategy focusing on youth substance abuse.
- B. The parties desire to cooperate in the provision of this service to promote good communication and the efficient deployment of resources.
- C. The parties have agreed to the creation of an Authorized Diversion Program as prescribed in ORS 419C.225. The diversion program shall be referred to as the Sherwood Youth Substance Abuse Team ("YSAT") and will function within that portion of Washington County that includes both the City and students enrolled in the District.
- D. The parties agree the goal of the YSAT is the reduction of the rate of substance abuse among Sherwood youth by creating a single point of access and referral, providing multi-agency sharing of information, screening and assessment, providing effective intervention and treatment resources and strategies as well as increasing positive community norms and community awareness of criminal and civil, and personal consequences related to drug and alcohol use.
- E. The parties have agreed to the attached YSAT Program Description.

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

- 1. General Administration – County Responsibilities.
 - a. County will provide its Juvenile Department Director or Division Manager to serve on the YSAT Governing Board. The Director's/Manager will attend meetings of the Governing Board, provide input and guidance for the success of the YSAT and facilitate provision of Juvenile Department resources.
 - b. County will provide one (1) juvenile counselor to serve as the Juvenile Department liaison to the YSAT. The counselor will attend meetings, establish jurisdiction of the Juvenile Department and authorize formal accountability agreements, meet with families and facilitate treatment and services. Case management services will be provided to Juvenile Department involved youth consistent with Juvenile Department resources and priorities based on a risk-based intervention model.

2. General Administration – City Responsibilities.

- a. City will provide a member of its City Council to serve on the YSAT Governing Board to promote political support of the YSAT, attend meetings of the Governing Board and provide input and guidance for the success of the YSAT.
- b. City will provide its Police Chief to serve on the YSAT Governing Board to facilitate meetings thereof, provide input and guidance for the YSAT's success and facilitate provision of Police Department resources.
- c. City will assign one (1) School Resource Officer (SRO) to the YSAT to serve as the Police Department liaison to the YSAT. The SRO's function within YSAT will be to attend meetings, help facilitate meetings and referrals and provide mentoring to students as a part of the program.
- d. City will provide the District \$20,000.00 for the costs of administrative assistance provided by District to the YSAT.

3. General Administration – District Responsibilities.

- a. District will provide a member of its School Board to serve on the YSAT Governing Board to promote political support of the YSAT, attend meetings of the Governing Board and provide input and guidance for the success of the YSAT.
- b. District will provide its Superintendent to serve on the YSAT Governing Board who will attend meetings of the Governing Board and provide input and guidance for the YSAT's success.
- c. District will provide a high school administrator as the high school liaison to the YSAT who will attend meetings, help facilitate meetings and referrals, provide mentoring to students as a part of the program and provide resources and input as needed.
- d. District will provide additional school counselors or staff members as may be needed to help address specific student needs and provide resources.
- e. District will provide a part-time administrative assistant, office space, computer and necessary materials to support and coordinate the YSAT process, schedule meetings and create agendas, explain the program to families, execute contracts and maintain confidential files.

4. General Administration – Responsibilities of all Parties:

- a. The Parties agree that the YSAT Governing Board will meet quarterly or more frequently as needed and agreed to by a majority of the Board members. Quarterly meetings will be organized and facilitated by the City.
- b. The parties agree the YSAT will normally meet monthly, but may adjust meeting dates as deemed necessary.
- c. The parties agree any equipment supplied by any of the parties remains the property of the District, City or County as the case may be.

5. **Payments to the District.**
District will invoice City at the beginning of each fiscal year and City will pay the invoice within 30 days of City's receipt thereof.
6. **Indemnification, Limitations and Conditions.**
 - a. To the extent permitted by Oregon law, County agrees to indemnify, within the limits of the Oregon Tort Claims Act, City and District from any and all claims, demands, settlements, or judgments, including all costs and attorney fees, arising from any of County's activities under this Agreement, provided, County shall not be required to indemnify City and/or District for any such claims, demands, settlements, or judgments arising from the wrongful acts of the City or District or their respective officers, agents or employees.
 - b. To the extent permitted by Oregon law, City agrees to indemnify, within the limits of the Oregon Tort Claims Act, County and District from any and all claims, demands, settlements, or judgments, including all costs and attorney fees, arising from any of City's activities under this Agreement, provided City shall not be required to indemnify County and/or District for any such claims, demands, settlements, or judgments arising from the wrongful acts of County or District or their respective officers, agents or employees.
 - c. To the extent permitted by Oregon law, District agrees to indemnify, within the limits of the Oregon Tort Claims Act, County and City from any and all claims, demands, settlements, or judgments, including all costs and attorney fees, arising from any of District's activities under this Agreement, provided, that District shall not be required to indemnify County and/or City for any such claims, demands, settlements, or judgments arising from the wrongful acts of County or City or their respective officers, agents, or employees.
 - d. County, City and the District shall each maintain insurance policies during the term of this Agreement sufficient to cover the indemnity obligations set forth above.
7. **Confidentiality.**
 - a. As required by the Family Educational Rights and Privacy Act, 20 USC 1232(g) ("FERPA"), and ORS 326.565, County and/or City shall not disclose any personal information or records regarding students or their families County or City may learn or obtain in the course and scope of their respective performances under this Agreement except as may be authorized by these laws. The Parties recognize FERPA imposes strict penalties for improper disclosure or re-disclosure of confidential student information, including but not limited to denial of access to personally identifiable information from education records for at least five (5) years (34 CFR 99.33(e)). Personally identifiable information obtained by either County or City in their performances under this Agreement may not be re-disclosed to third parties without the prior written consent of the student's parent/guardian and may be used only for the purposes identified in this Agreement.
 - b. Pursuant to ORS 419A.257, the Health Insurance Portability and Accountability Act as amended ("HIPAA"), and 42 CFR Part 2, County is restricted on the information they may disclose or release regarding youth offenders and/or those involved in YSAT. Any information that is disclosed by County in the course and

scope of this agreement, may not be re-disclosed or released to third parties without the prior written consent of the youth offender and their parent or guardian.

8. Term.

This Agreement is effective beginning December 1, 2014 through and including November 30, 2015. It shall automatically be renewed for each successive fiscal year, unless the District, City or County provide written notice to the other parties not less than thirty days prior to June 30 of their intention to terminate the agreement.

9. Integration.

This Agreement embodies the whole of the agreement between the parties. Any prior written or oral agreements shall be superseded hereby. The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by the parties.

10. Severability.

If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof.

11. Notice.

Any notice provided for under this Agreement shall be sufficient if in writing and delivered personally to the following addressee or deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed as follows, or to such other address as the receiving party specifies in writing:

If to County: Lynne Schroeder
222 N. First Avenue
Hillsboro, Oregon 97124

If to City: Joseph Gall, City Manager
22560 SW Pine St.
Sherwood, Oregon 97140

If to District: Dr. Heather Cordie, Superintendent
23295 SW Main Street
Sherwood, Oregon 97140

12. Oregon Law and Forum.

- a. This Agreement shall be construed according to the laws of the State of Oregon.
- b. Any litigation between the County, City and the District arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Washington County Circuit Court, and if in the federal courts, in the United States District Court for the District of Oregon.

13. Amendments.

The County, City and the District may amend this Agreement at any time only by written amendment executed by the County, City and the District.

14. Non-Waiver.

The County, City and the District shall not be deemed to have waived any breach of this Agreement by the other party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach be of the same nature as that waived.

IN WITNESS WHEREOF, the authorized representatives of Washington County, the City of Sherwood and the Sherwood School District No. 88J, have HEREBY AGREED:

CITY OF SHERWOOD

SHERWOOD SCHOOL DISTRICT NO. 88J

By _____
Joe Gall,
City Manager

By _____
Dr. Heather Cordie,
Superintendent

Date signed: _____

Date signed: _____

WASHINGTON COUNTY

By _____
Kirby Johnson
Deputy County Administrator

Date signed: _____

Sherwood Youth Substance Abuse Team Program Description

This policy document has been prepared by the City of Sherwood, Sherwood Police Department, Sherwood School District No. 88J and Washington County Juvenile Department and establishes the operational guidelines for the Sherwood Youth Substance Abuse Team.

The Youth Substance Abuse Team (YSAT) is an integrated "system" that incorporates existing resources, and develops new resources as needed to address the ongoing issue of youth substance abuse in the Sherwood Community. It incorporates a broad-based, multi-disciplinary, community wide approach to address the problem of teen substance abuse in Sherwood by providing effective referral, initial screening & assessment, treatment and follow-up.

The YSAT is a model program that will include components of prevention and intervention and represents a powerful collaboration of local law enforcement, education, juvenile justice professionals and community partners.

Mission

The Youth Substance Abuse Team is committed to providing a continuum of prevention, intervention and treatment services to Sherwood youth and families who are, or have been affected or impacted by substance abuse.

Goals & Strategies

The goal of the Youth Substance Abuse Team is to reduce the rate of substance abuse among Sherwood youth by:

- Creating a single point of access and referral
- Providing multi-agency screening and assessment
- Providing effective intervention and treatment resources and strategies
- Increasing positive community norms and community awareness of criminal and civil, and personal consequences related to drug and alcohol use

Roles and Responsibilities:

- The YSAT Coordinator will be a part-time Administrative Assistant provided by the school district. The coordinator will receive and track referrals, schedule meetings and create meeting agendas, explain the YSAT program to families and maintain confidential files
- The YSAT Co-Facilitators will be a high school administrator provided by the district and a school resource officer provided by the police department. The co-facilitators will work with the coordinator to organize and schedule meetings, facilitate meetings and serve leadership roles for the team
- The YSAT will normally meet monthly, but may adjust their meeting schedule as needed

Guidelines

YSAT is established as an authorized diversion program under ORS 419C.225 and will operate within the following guidelines:

- YSAT will serve youth who are residents of Sherwood and/or enrolled in the Sherwood School District and commit an offense involving the use of alcohol, tobacco or any controlled substance that is classified and punishable as a violation or misdemeanor and is the youth's first such offense
- Youth may be referred to YSAT by law enforcement, school officials, the juvenile department, themselves (self-report) and/or parents
- All referrals will be screened by YSAT to determine the youth's eligibility and willingness to enter the program

- Eligible youth will be offered a voluntary contract enabling them to enter the program and they must agree to fulfill the requirements and conditions of the program and allow for the sharing of otherwise confidential information by the parties, as set forth in the contract
- The contract must be voluntarily entered into by all parties, including the youth, their parents and/or guardian, and YSAT Coordinator
- The contract is revocable by the youth at any time by written revocation
- The contract is revocable by YSAT in the event the youth fails to carry out the terms of the program or commits a subsequent offense
- The contract and/or program specifics will be kept confidential in accordance with State and Federal law, cannot be released to any third party outside of YSAT and will not be used as evidence against the youth in any adjudicatory hearing
- The contract will be executed in writing and signed by the youth, the youth's parents and/or guardian and YSAT Coordinator
- The contract will be retained by the YSAT Coordinator
- The requirements and conditions of the program may include a drug & alcohol assessment, drug screening, counseling, drug & alcohol education and/or treatment, community service or any other legal activity which in the opinion of YSAT would be beneficial to the youth
- The program must be completed within six (6) months of the referral
- Youth with delinquency referrals that enter the program and fulfill the terms of the contract will be diverted from having a formal petition filed against them. If the youth fails to complete or fulfill the terms of the contract they will be referred to the juvenile department and a formal petition will be filed
- Youth with school referrals that enter the program and fulfill the terms of the contract will receive reduced sanctions from the school district. If the youth fails to complete or fulfill the terms of the contract they will receive the full sanctions normally levied by the school district
 - If the youth is involved in school athletics and participating under the Athletic Training Rules, the athletic sanctions will also be reduced. If the youth fails to complete or fulfill the terms of the contract they receive the full sanctions normally levied by the Athletic Training Rules
- Youths, and/or their parents, that self-report involvement in the use of alcohol, tobacco or any controlled substance will also be accepted and if they fulfill the terms of the contract they will receive reduced sanctions from the school district and/or be diverted from having a formal petition filed against them. If a self-reporting youth fails to complete or fulfill the terms of the contract they may face sanctions and/or a formal petition, based on the circumstances, and they will lose the "first offense" opportunity for YSAT in the future

Outcomes

With the goal of reducing the rate of substance abuse among Sherwood youth, YSAT will attempt to achieve the following outcomes:

- 80% of youth entering the program will not re-offend with an alcohol or drug offense. This will be measured by the recidivism rate for youth alcohol and drug offenses.
- Data collection by Sherwood Police, Sherwood School District and Washington County Juvenile will all reflect reductions in the number of substance abuse related offenses
- The overall substance abuse rate among Sherwood area youth will decrease by 5% every two (2) years, as measured by the Oregon Healthy Kids survey
- Overall community perception will improve as measured by community survey