

ANNOTATED MINUTES

Tuesday, July 17, 19 90 - 9:30 AM
Multnomah County Courthouse, Room 602

PLANNING ITEMS

The following Decisions are reported to the Board for Acceptance and Implementation by Board Order:

1. RPD 3-90
APPROVE, SUBJECT TO CONDITIONS, requested RPD, rural planned-development designation on the subject site;

LD 15-90
APPROVE, SUBJECT TO CONDITIONS, requested two-lot land division, all for property located at 7413 NW Thompson Road
Continued from July 3, 1990

ACCEPTED

INFORMAL BRIEFINGS

2. Alternate Revenue Analysis - requesting direction to enter into a contract with a consultant for the purpose of providing additional analysis - Presented by Jack Horner

DISCUSSION TO BE CONTINUED ON WEDNESDAY, JULY 18,
1990 AT NOON - FOLLOWING PDC

July 17, 1990 - 1:30 PM
Multnomah County Courthouse, Room 602

INFORMAL BRIEFINGS

1. Update on 1990 Multnomah County Fair which will be held from July 14 through July 29, 1990 - Presented by Paul Yarborough, Bill McKinley, Jan Johnson, Maria Rojo de Steffey

STAFF STATED THIS WOULD BE THE BEST MULTNOMAH COUNTY FAIR EVER. ADDITION OF COUNTY EXHIBIT IN THE MULTNOMAH ROOM AND MORE LIVESTOCK THIS YEAR. WORKED HARD AT MAKING COUNTY FAIR AN ATTRACTION FOR FAMILIES

2. Briefing on implementation of County Program Evaluation Plan - Presented by Merlin Reynolds and Evaluation Work Group

RESCHEDULED TO TUESDAY, JULY 24, 1990 - 9:30 AM

3. Informal Review of Formal Agenda of July 19, 1990

POLICY DEVELOPMENT COMMITTEE

Wednesday, July 18, 1990 - 9:00 AM to Noon
Portland Building, Conference Room A

1. 1st Strategic Planning Meeting of FY 90/91
-

Thursday, July 19, 1990 - 9:00 AM
Multnomah County Courthouse, Room 602

EXECUTIVE SESSION

The Multnomah County Board of Commissioners will meet in Executive Session pursuant to ORS 192.660(2) for the purpose of discussing Labor Negotiations

**CORRECTION TO AGENDA - EXECUTIVE SESSION HELD ON
TUESDAY, JULY 17, 1990 - 9:00AM**

Thursday, July 19, 1990 - 9:30 AM
Multnomah County Courthouse, Room 602

FORMAL MEETING

CONSENT CALENDAR

- C-1 Presentation of a Certificate of Achievement for excellence in Financial Reporting for the Department of General Services' Finance Division

PRESENTATION OF CERTIFICATE AND PLAQUE TO DAVE BOYER, FINANCE DIRECTOR, FOR THE SIXTH CONSECUTIVE YEAR. DAVE BOYER GAVE THANKS TO FINANCE STAFF FOR ALL THEIR HARD WORK AND PRESENTED PLAQUE TO JEAN UZELAC

DEPARTMENT OF GENERAL SERVICES

- R-1 First Reading of an ORDINANCE authorizing the production of a local voters' pamphlet for Multnomah County

ORDINANCE 657 APPROVED WITH NOTED LANGUAGE CHANGES ON TITLE TO INCLUDE "AND DECLARING AN EMERGENCY", AND ON PAGE 3 SECTION 3 (2) TO READ "THE DIRECTOR SHALL PREPARE..."

NON-DEPARTMENTAL

- R-2 Second Reading and Possible Adoption of an ORDINANCE Establishing a Task Force on Child Abuse Prevention, Intervention, Prosecution, and Treatment, and Directing the Preparation of a Report to the Board

ORDINANCE 658 APPROVED

DEPARTMENT OF ENVIRONMENTAL SERVICES

R-3 Order in the Matter of Establishment of S.W. Iron Mountain Boulevard from S.W. Terwilliger Boulevard southeasterly to the North Boundary of Clackamas County as a County Road to be known as S.W. Iron Mountain Boulevard, No. 4986

ORDER 90-109 APPROVED

R-4 Ratification of an Intergovernmental Agreement Amendment #3 Supplemental agreement with the City of Wood Village for Multnomah County, Transportation Division, to perform certain maintenance functions on city streets for FY 90/91

APPROVED

R-5 Ratification of an Intergovernmental Agreement Amendment #3 Supplemental agreement with the City of Fairview for Multnomah County, Transportation Division, to perform certain maintenance functions on city streets for FY 90/91

APPROVED

R-6 Ratification of an Intergovernmental Agreement Amendment #3 Supplemental agreement with the City of Troutdale for Multnomah County, Transportation Division, to perform certain maintenance functions on city streets for FY 90/91

APPROVED

DEPARTMENT OF HUMAN SERVICES

R-7 Ratification of an Intergovernmental Agreement Between the Oregon Department of Education and Multnomah County Department of Human Services, Health Division, to perform health and sanitation evaluations of school food preparation facilities operating under the United States Department of Agriculture (USDA) summer food service

APPROVED

R-8 Notice of Intent in the matter of Approval on an Application for funding to carry out a community-based childhood lead poisoning prevention program by the Health Division

APPROVED

R-9 Notice of Intent in the matter of Approval of a Grant Application submitted to the Oregon Youth Conservation Corps for partial funding of the Civic Action Team Project through the Social Services Division/Youth Program Office

APPROVED

R-10 Resolution in the Matter of Multnomah County's Participation in Maclaren Downsizing

(continued from 7/12/90)

RESOLUTION 90-110 APPROVED

R-11 Ratification of an Intergovernmental Agreement Between the State of Oregon, Department of Human Resources, Children's Services Division and Multnomah County, Enabling the Juvenile Justice Division to Further Develop its Services Directed to Decreasing Youth Gang-Related Incidents and Gang Membership in the Portland Area - July 1, 1990 through June 30, 1991 - (continued from 7/12/90)

APPROVED

R-12 Ratification of an Intergovernmental Agreement Between the State of Oregon, Department of Human Resources, Children's Services Division and Multnomah County, Enabling the Juvenile Justice Division to Provide Evaluation and Diagnostic Services, Disposition of Parole Violations, Detention Back-up, Community Programs and Services, and a Process for Making Training School Placement and Parole Placement Decisions - July 1, 1990 through June 30, 1991 (continued from 7/12/90)

APPROVED

STAFF DIRECTED TO SUBMIT WORK PLAN TO THE BOARD

**CORRECTION
TO THE AGENDA**

**Tuesday, July 17, 1990 - 9:00 AM
Multnomah County Courthouse, Room 602**

EXECUTIVE SESSION

The Multnomah County Board of Commissioners will meet in Executive Session pursuant to ORS 192.660(2) for the purpose of discussing Labor Negotiations

EXECUTIVE SESSION HELD. NO DECISIONS MADE

(Replaces Executive Session on Thursday, July 19, 1990 - 9:00 AM)



MULTNOMAH COUNTY OREGON

BOARD OF COUNTY COMMISSIONERS
ROOM 605, COUNTY COURTHOUSE
1021 S.W. FOURTH AVENUE
PORTLAND, OREGON 97204

GLADYS McCOY • CHAIR • 248-3308
PAULINE ANDERSON • DISTRICT 1 • 248-5220
GRETCHEN KAFOURY • DISTRICT 2 • 248-5219
RICK BAUMAN • DISTRICT 3 • 248-5217
SHARRON KELLEY • DISTRICT 4 • 248-5213
JANE McGARVIN • Clerk • 248-3277

AGENDA

MEETINGS OF THE MULTNOMAH COUNTY BOARD OF COMMISSIONERS

FOR THE WEEK OF

July 16 - 20, 1990

- Tuesday, July 17, 1990 - 9:30 AM - Planning Items Page 2
- Tuesday, July 17, 1990 - 9:45 AM - Informal Briefings . . Page 2
- Tuesday, July 17, 1990 - 1:30 PM - Informal Briefings . . Page 2
- Wednesday, July 18, 1990 9:00 AM - Policy Development
Committee Page 3
- Thursday, July 19, 1990 - 9:00 AM - Executive Session . . Page 3
- Thursday, July 19, 1990 - 9:30 AM - Formal Meeting. . . . Page 3

Thursday Meetings of the Multnomah County Board of Commissioners are recorded and can be seen at the following times:

- Thursday, 10:00 PM, Channel 11 for East and West side subscribers
- Friday, 6:00 PM, Channel 27 for Paragon Cable (Multnomah East) subscribers
- Saturday 12:00 PM, Channel 21 for East Portland and East County subscribers

Tuesday, July 17, 19 90 - 9:30 AM

Multnomah County Courthouse, Room 602

PLANNING ITEMS

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LD 15-90
APPROVE, SUBJECT TO CONDITIONS, requested two-lot land division, all for property located at 7413 NW Thompson Road

Continued from July 3, 1990

INFORMAL BRIEFINGS

2. Alternate Revenue Analysis - requesting direction to enter into a contract with a consultant for the purpose of providing additional analysis - Presented by Jack Horner
3. Briefing on "Reaffirming Rehabilitation II Beyond the 'Nothing Works' Myth" conference - Presented by Commissioner Anderson, Grant Neslson, Wayne Salvo

PUBLIC TESTIMONY WILL NOT BE TAKEN AT INFORMAL MEETINGS

Tuesday, July 17, 1990 - 1:30 PM

Multnomah County Courthouse, Room 602

INFORMAL BRIEFINGS

1. Update on 1990 Multnomah County Fair which will be held from July 14 through July 29, 1990 - Presented by Paul Yarborough, Bill McKinley, Jan Johnson, Maria Rojo de Steffey
2. Briefing on implementation of County Program Evaluation Plan - Presented by Merlin Reynolds and Evaluation Work Group
3. Informal Review of Formal Agenda of July 19, 1990

PUBLIC TESTIMONY WILL NOT BE TAKEN AT INFORMAL MEETINGS

POLICY DEVELOPMENT COMMITTEE

Wednesday, July 18, 1990 - 9:00 AM to Noon

Portland Building, Conference Room A

1. 1st Strategic Planning Meeting of FY 90/91
-

Thursday, July 19, 1990 - 9:00 AM

Multnomah County Courthouse, Room 602

EXECUTIVE SESSION

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Thursday, July 19, 1990 - 9:30 AM

Multnomah County Courthouse, Room 602

FORMAL MEETING

CONSENT CALENDAR

- C-1 Presentation of a Certificate of Achievement for excellence in Financial Reporting for the Department of General Services' Finance Division

DEPARTMENT OF GENERAL SERVICES

App

- R-1 First Reading of an ORDINANCE authorizing the production of a local voters' pamphlet for Multnomah County

Emergency Ord. 657

NON-DEPARTMENTAL

App

- R-2 Second Reading and Possible Adoption of an ORDINANCE Establishing a Task Force on Child Abuse Prevention, Intervention, Prosecution, and Treatment, and Directing the Preparation of a Report to the Board

Ord. 658

DEPARTMENT OF ENVIRONMENTAL SERVICES

App

- R-3 Order in the Matter of Establishment of S.W. Iron Mountain Boulevard from S.W. Terwilliger Boulevard southeasterly to the North Boundary of Clackamas County as a County Road to be known as S.W. Iron Mountain Boulevard, No. 4986

90-109

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- R-4 Ratification of an Intergovernmental Agreement Amendment #3 Supplemental agreement with the City of Wood Village for Multnomah County, Transportation Division, to perform certain maintenance functions on city streets for FY 90/91
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DEPARTMENT OF HUMAN SERVICES

- App*
- R-7 Ratification of an Intergovernmental Agreement Between the Oregon Department of Education and Multnomah County Department of Human Services, Health Division, to perform health and sanitation evaluations of school food preparation facilities operating under the United States Department of Agriculture (USDA) summer food service
 - R-8 Notice of Intent in the matter of Approval on an Application for funding to carry out a community-based childhood lead poisoning prevention program by the Health Division
 - R-9 Notice of Intent in the matter of Approval of a Grant Application submitted to the Oregon Youth Conservation Corps for partial funding of the Civic Action Team Project through the Social Services Division/Youth Program Office
 - App*
R-10 Resolution in the Matter of Multnomah County's Participation in Maclaren Downsizing (continued from 7/12/90) *90-110*
 - R-11 Ratification of an Intergovernmental Agreement Between the State of Oregon, Department of Human Resources, Children's Services Division and Multnomah County, Enabling the Juvenile Justice Division to Further Develop its Services Directed to Decreasing Youth Gang-Related Incidents and Gang Membership in the Portland Area - July 1, 1990 through June 30, 1991 - (continued from 7/12/90)
 - R-12 Ratification of an Intergovernmental Agreement Between the State of Oregon, Department of Human Resources, Children's Services Division and Multnomah County, Enabling the Juvenile Justice Division to Provide Evaluation and Diagnostic Services, Disposition of Parole Violations, Detention Back-up, Community Programs and Services, and a Process for Making Training School Placement and Parole Placement Decisions - July 1, 1990 through June 30, 1991 (continued from 7/12/90)



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CORRECTION

TO THE AGENDA

Tuesday, July 17, 1990 - 9:00 AM

Multnomah County Courthouse, Room 602

EXECUTIVE SESSION

The Multnomah County Board of Commissioners will meet in Executive Session pursuant to ORS 192.660(2) for the purpose of discussing Labor Negotiations

(Replaces Executive Session on Thursday, July 19, 1990 - 9:00 AM)

0702C/16
7/13/90
cap

BOARD OF COUNTY COMMISSIONERS
 FORMAL BOARD MEETING
 RESULTS

MEETING DATE: 7-19-90

Agenda Item #	Motion	Second	APP/NOT APP
<u>C-1</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>
<u>R-1</u>	<u>GK</u>	<u>SK</u>	<u>App.</u>
<u>R-2</u>	<u>PA</u>	<u>SK</u>	<u>App.</u>
<u>R-3</u>	<u>PA</u>	<u>GK</u>	<u>App.</u>
<u>R-4</u>	<u>PA</u>	<u>GK</u>	<u>App</u>
<u>R-5</u>	<u>(</u>	<u>(</u>	<u>(</u>
<u>R-6</u>	<u>)</u>	<u>)</u>	<u>)</u>
<u>R-7</u>	<u>RB</u>	<u>PA</u>	<u>App</u>
<u>R-8</u>	<u>RB</u>	<u>PA</u>	<u>App</u>
<u>R-9</u>	<u>RB</u>	<u>PA</u>	<u>App</u>
<u>R-10</u>	<u>SK</u>	<u>PA</u>	<u>App</u>
<u>R-11</u>	<u>SK</u>	<u>PA</u>	<u>App</u>
<u>R-12</u>	<u>SK</u>	<u>PA</u>	<u>App</u>

Delma
JUL 19 1990

Meeting Date: JUL 19 1990

Agenda No.: Journal C-1

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Certificate of Achievement Award

BCC Informal _____ (date) BCC Formal X 7/19/90 (date)

DEPARTMENT DGS DIVISION Director's Office

CONTACT Linda Alexander TELEPHONE 248-3303

PERSON(S) MAKING PRESENTATION Linda Alexander

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 10 minutes

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN: _____

BRIEF SUMMARY (include statement of rationale for action requested, as well as personnel and fiscal/budgetary impacts, if applicable):

Presentation of a Certificate of Achievement for Excellence in Financial Reporting for the Department of General Services' Finance Division.

CLERK OF
COMMITTEES
1990 JUL 10 PM 3:23
MULTI-COUNTY
OREGON

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL _____

Or

DEPARTMENT MANAGER Linda Alexander

(All accompanying documents must have required signatures)

Meeting Date: JUL 19 1990
Agenda No.: R-1
(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

Subject: County Voter's Pamphlet

BCC Informal _____ BCC Formal July 19, 1990
(Date) (Date)

DEPARTMENT General Services DIVISION Elections

CONTACT Vicki Ervin TELEPHONE 248-3720

PERSON(S) MAKING PRESENTATION Vicki Ervin

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 minutes

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN: _____

BRIEF SUMMARY (include statement of rationale for the action requested, as well as personnel and fiscal/budgetary impacts, if applicable):

Ordinance which allows for the publication and distribution of a County Voter's Pamphlet for all elections held in Multnomah County.

Declares an emergency.

Ord. 657

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL _____

Or

DEPARTMENT MANAGER Lynda Alexander

(All accompanying documents must have required signatures)

NOV 10 1990
JUL 19 1990
CLERK OF COUNTY BOARD

ORDINANCE FACT SHEET

Ordinance Title: Multnomah County - Local Voters' Pamphlet

Give a brief statement of the purpose of the ordinance (include the rationale for adoption of ordinance, description of person benefited, other alternatives explored): The adoption of this ordinance would allow for the publication and distribution of a county voters' pamphlet for all elections held in Multnomah County. This is a vehicle the voter is accustomed to receiving from the State for the primary and general election and from the county for the March election. However, the State produced primary and general election voters' pamphlet does not include local candidates and issues. The benefit to the voter is: 1)increased information; 2)printed in one publication; and 3)distributed to every household at every election.

What other local jurisdictions in the metropolitan area have enacted similar legislation? Clackamas County has an ordinance allowing for the production and distribution of a county voters' pamphlet. Washington County is investigating the possibility of an ordinance for a county voters' pamphlet and has requested a copy of ours when it is adopted.

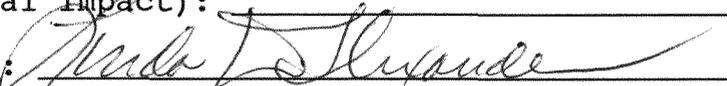
What has been the experience in other areas with this type of legislation? Clackamas, Marion and Yamhill counties have adopted a county voters' pamphlet ordinance. These three counties produce and distribute a county voters' pamphlet at every election. Oregon Statute allows all counties to produce and distribute a county voters' pamphlet for the March Special District Election. Six counties produced and distributed a county voters' pamphlet in the March 1990 Special District Election.

What is the fiscal impact, if any? Fiscal impact varies depending on the number of pages in the publication and the number of registered voters or households in the participating districts. Costs will run from \$0.15 to \$0.25 per pamphlet, which includes mailing. This ordinance requires the governing body of the county, city or district to request a voters' pamphlet be published. This request also includes an agreement that the city or district pay an apportioned share of the cost of producing the voters' pamphlet. Therefore, the fiscal impact will be offset by revenues from participating cities and districts.

SIGNATURES:

Person Filling Out Form: 

Planning & Budget Division (if fiscal impact): _____

Department Manager/Elected Official: 

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON
ORDINANCE NO. _____

Sept 16 1968

An Ordinance authorizing the production of a local voters' pamphlet for Multnomah County.

Multnomah County ordains as follows:

Section 1. Findings.

1. The voters of Multnomah County benefit from information obtained through a voters' pamphlet.
2. The State of Oregon only produces a voters' pamphlet for a primary or general election. However, the state voters' pamphlet does not include all local candidates and issues.
3. The Board of County Commissioners believes that the benefit to voters justifies establishing a mechanism allowing a voters' pamphlet for any election. This ordinance provides the mechanics for production and cost recovery for a local voters' pamphlet.

Section 2. Definitions.

- (1) "Candidate" means an individual who has filed for election to a public office.
- (2) "City" means an entity incorporated under ORS 221.020 to 221.100 or proposed to be incorporated and whose boundaries lie in full or in part within Multnomah County.

Replaced

- (10) "Public Office" means any city, district or county office or position, elected by the voters. (This does not include political party offices.)
- (11) "Resubmitted Measure" means a measure filed pursuant to ORS 254.095(3); ORS 254.103(2); or ORS 255.085(2).
- (12) "Special Election" is an election held on a date other than a Primary or General Election.
- (13) "Voter" means an individual qualified to vote under section 2, Article II, Oregon Constitution.

Section 3. Authorization for Preparation of Voters' Pamphlet.

- (1) Unless otherwise specified by law, this ordinance applies to all voters' pamphlets published by the Director of Elections.
- (2) The Director may prepare and have printed a county voters' pamphlet for Primary, General and Special elections when the governing body of a county, a city or a district requests that one be published. The request shall include an agreement to pay an apportioned share of the cost of producing the voters' pamphlet. Costs shall be apportioned as provided by state law. The request shall be submitted in writing to the Director at least one week prior to the deadline for filing a notice of election.
- (3) The Director shall mail or deliver the pamphlet to insure, at least:
 - (a) One voters' pamphlet per postal address for a

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON
ORDINANCE NO. 657

An Ordinance authorizing the production of a local voters' pamphlet for Multnomah County and declaring an emergency.

Multnomah County ordains as follows:

Section 1. Findings.

1. The voters of Multnomah County benefit from information obtained through a voters' pamphlet.

2. The State of Oregon only produces a voters' pamphlet for a primary or general election. However, the state voters' pamphlet does not include all local candidates and issues.

3. The Board of County Commissioners believes that the benefit to voters justifies establishing a mechanism allowing a voters' pamphlet for any election. This ordinance provides the mechanics for production and cost recovery for a local voters' pamphlet.

Section 2. Definitions.

(1) "Candidate" means an individual who has filed for election to a public office.

(2) "City" means an entity incorporated under ORS 221.020 to 221.100 or proposed to be incorporated and whose boundaries lie in full or in part within Multnomah County.

- (3) "County" means Multnomah County.
- (4) "Director" means Multnomah County Director of Elections or the Director's designee.
- (5) "District" means an entity as set forth in ORS 255.012 and whose boundaries lie in full or in part within Multnomah County. "District" also means any entity which relies on ORS Chapter 255 for its elections procedures.
- (6) "General Election" is the election held pursuant to and defined in ORS 254.056 (1).
- (7) "Measure" means any of the following submitted to the people for approval or rejection at an election:
 - (a) A proposed city or county ordinance.
 - (b) A proposition or question placed on the ballot by a city, district or county.
 - (c) A proposition or question placed on the ballot by initiative or referendum petition and which directly affects a city, district or county. "Measure" does not include the question of whether a person shall be recalled from public office.
- (8) "Paid Office" is an elected public office for which fixed compensation is received in excess of \$1,000 per year (other than a per diem or reimbursed expense).
- (9) "Primary Election" is the election held pursuant to and defined in ORS 254.056(2).

- (10) "Public Office" means any city, district or county office or position, elected by the voters. (This does not include political party offices.)
- (11) "Resubmitted Measure" means a measure filed pursuant to ORS 254.095(3); ORS 254.103(2); or ORS 255.085(2).
- (12) "Special Election" is an election held on a date other than a Primary or General Election.
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- (1) Unless otherwise specified by law, this ordinance applies to all voters' pamphlets published by the Director of Elections.
- (2) The Director shall prepare and have printed a county voters' pamphlet for Primary, General and Special elections when the governing body of a county, a city or a district requests that one be published. The request shall include an agreement to pay an apportioned share of the cost of producing the voters' pamphlet. Costs shall be apportioned as provided by state law. The request shall be submitted in writing to the Director at least one week prior to the deadline for filing a notice of election.
- (3) The Director shall mail or deliver the pamphlet to insure, at least:
 - (a) One voters' pamphlet per postal address for a

county-wide election, or

- (b) One voters' pamphlet per registered household within an electoral district for less than a county-wide election.

Nothing in this section requires the Director to send out separate voters' pamphlets for each measure or office; rather, all measures and offices may be combined in one or more pamphlets and delivered to the affected voters.

- (4) The Director shall mail or deliver the voters' pamphlet in an election-by-mail on or before the date on which the Director mails the ballots to the voters. In a poll election the Director shall mail or deliver the voters' pamphlet no later than the 7th day before the election.

Section 4. Contents of Voters' Pamphlet.

The Director shall include, when applicable, the following in the voters' pamphlet:

- (1) A sample ballot containing the names of candidates for all offices appearing on the ballot and/or the ballot titles of all measures appearing on the ballot.
- (2) Requirements for a citizen to qualify as a voter.
- (3) Information as to when a voter needs to reregister.
- (4) Information as to how a voter may obtain and use:
 - (a) An absentee ballot; and/or
 - (b) A certificate of registration.

- (5) Voter instructions, including the right:
 - (a) of a voter to request a second ballot if the first ballot is spoiled;
 - (b) of a voter to take into the voting booth a sample ballot marked in advance; and
 - (c) of a disabled voter to seek assistance of the election board clerks or someone of the voters' own choosing to assist in marking the ballot.
- (6) The hours the Elections Division or polling places are open.
- (7) Any portraits and candidate statements filed in accordance with the terms of this ordinance.
- (8) Any ballot titles, explanatory statements and arguments filed in accordance with the terms of this ordinance.
- (9) Notice to voters of whether the election will be conducted by mail or at the polls, and, if the election is to be at the polls, a listing of the polling places.
- (10) Such other information as the Director considers to be appropriate or necessary.
- (11) Notwithstanding subsections (7) and (8) of this section, Multnomah County's voters' pamphlet shall not include offices or measures that qualify under ORS 251 for inclusion in the state voters' pamphlet, unless a state voters' pamphlet will not be printed.

Section 5. Time Within Which Documents Must be Received.

A measure, explanatory statement, argument, or candidate's

statement, together with the required fee, must be filed with the County Clerk no later than 5 pm of the day the document and/or fee is due. If the day the document or fee is due is a Saturday, Sunday, or holiday, the document or fee must be filed by 5 pm on the next business day. If a person is physically present in the Elections Division and is in line waiting to deliver the document or fee, the person shall be considered as having begun the act of delivering the document or fee and shall be permitted to file as long as that person does not leave the Elections Division.

Section 6. Explanatory Statements.

When a measure is submitted to the voters in Multnomah County, an impartial, simple and understandable statement explaining the measure and its effect may be included in the voters' pamphlet.

- (1) If a measure is submitted by the governing body of a city, district or county, the governing body shall prepare and submit the explanatory statement to the Director. The explanatory statement submitted by the governing body shall be filed with the Director no later than the filing deadline for the notice of election.
- (2) If a measure for a city, district or county is placed on the ballot by initiative or referendum petition, the explanatory statement shall be prepared by the official or individual responsible for preparing the ballot title for that measure.

The explanatory statement under this subsection shall be filed with the Director no later than the day the ballot title is submitted.

- (3) The explanatory statement becomes public record at the time of filing.
- (4) The explanatory statement shall be typewritten.
- (5) The explanatory statement shall only consist of words or numbers and shall not exceed 500 words and numbers.
- (6) The explanatory statement shall include the name of the person authorizing the content of the statement and the name of the governing body the person represents, if applicable.

Section 7. Arguments.

Any person wishing to file an argument supporting or opposing a measure shall do so in the following manner:

- (1) The argument shall be typewritten on a form approved by the Director.
- (2) The argument shall only consist of words or numbers and shall not exceed 325 words and numbers.
- (3) The argument becomes public record at the time of filing.
- (4) Every argument filed must be accompanied by a filing fee.
- (5) The argument and filing fee shall be filed with the Director no later than 5 pm the second business day after the deadline for filing a notice of election.

- (6) The fee for filing an argument is as follows:
 - (a) \$75.00 when the voter registration is less than 1,000.
 - (b) \$150.00 when the voter registration is 1,000 through 4,999.
 - (c) \$225.00 when the voter registration is 5,000 through 9,999.
 - (d) \$300.00 when the voter registration is 10,000 or more.
- (7) A refund can be requested by the person or organization that paid the filing fee no later than the last day for filing the argument. When a refund is made, the argument will not be printed in the voters' pamphlet.
- (8) The Director shall include on the page of the printed argument the following:
 - (a) The name of the person responsible for the content of the argument;
 - (b) The name of the organization the person represents, if any;
 - (c) Whether the argument supports or opposes the measure; and
 - (d) The following disclaimer:

"THE PRINTING OF THIS ARGUMENT DOES NOT CONSTITUTE AN ENDORSEMENT BY MULTNOMAH COUNTY, NOR DOES THE COUNTY WARRANT THE ACCURACY OR TRUTH OF ANY STATEMENTS MADE IN THE ARGUMENT."

- (9) Arguments shall be printed in the order in which they are received. Arguments in favor of a measure shall be printed first, followed by arguments in opposition.

Section 8. Candidate Statements.

If an election for a public office is to be included in a county voters' pamphlet, a candidate may submit a candidate's statement and photograph subject to the following requirements:

- (1) The candidate's statement shall be typewritten and submitted on a form approved by the Director.
- (2) The candidate's statement shall only consist of words or numbers and shall not exceed 325 words and numbers.
- (3) The candidate's statement shall begin with a summary of the candidate's occupation, educational and occupational background and prior governmental experience.
- (4) The candidate's statement shall include the name of the person responsible for the content of the statement.
- (5) The candidate's statement is exempt from public inspection until the fourth day after the final day for filing the materials.
- (6) The candidate's statement, photograph and filing fee shall be filed no later than 5 pm the second business day after the deadline for filing a petition of nomination or declaration of candidacy.
- (7) At the time of filing the candidate's statement, a candidate may submit two identical black and white glossy photographs

for use in the voters' pamphlet. The photographs shall be no larger than 5" by 7" and no smaller than 2 1/2" by 3 1/2". A candidate shall not submit for inclusion in the voters' pamphlet a photograph that was taken more than two years prior to the date the photograph is filed with the Director.

- (8) A photograph submitted for inclusion in the voters' pamphlet shall:
 - (a) Be a conventional photograph with a plain background; and
 - (b) Show the face, neck and shoulders of the candidate and no other person.
- (9) A photograph submitted for inclusion in the voters' pamphlet shall not:
 - (a) Include the hands or anything held in the hands of the candidate;
 - (b) Show the candidate wearing a judicial robe, a hat or military, police or fraternal uniform;
 - (c) Show the uniform or insignia of any organization; or
 - (d) Include the display of any flag or pennant.
- (10) The candidate's statement for unpaid offices shall be accompanied by a fee, as follows:
 - (a) \$25.00 when the voter registration is less than 5,000;
 - (b) \$50.00 when the voter registration is 5,000 or more.The fee for paid offices shall be \$100.00. The Director shall not accept any candidate's statement not accompanied

by the required fee.

- (11) A refund can be requested by the person who paid the filing fee no later than the last day for filing the candidate's statement. When a refund is made, the candidate's statement will not be printed in the voters' pamphlet.

Section 9. Type of Material to be Excluded from Pamphlet.

The Director shall reject any statement, argument or other matter offered for filing and printing in the voters' pamphlet that:

- (a) Contains any obscene, profane, scandalous or defamatory language;
- (b) Incites, promotes or advocates hatred, abuse, violence or hostility toward or which tends to cast ridicule or shame upon any person or group by reason of race, color, religion or manner of worship;
- (c) Contains any language which may not legally be circulated in the mails; or
- (d) Otherwise does not comply with this ordinance.

Section 10. Names of Persons or Organizations Excluded from Arguments and Statements.

The Director shall not print the name of a person or organization in an argument or a candidate's statement submitted for inclusion in the voters' pamphlet if the name of the person or organization is cited as supporting or endorsing the argument or statement unless:

- (a) Not later than the 5th day following the deadline for filing an argument or statement, the Director receives a notarized statement signed by the person, or by an authorized person on behalf of an organization, stating that the person consents to the use of the name of the person or organization; or
- (b) The name of a person or organization is used with a quotation made by the person on behalf of the person or by an authorized person on behalf of an organization and the quotation was disseminated to the public prior to its inclusion in the argument or statement and the quotation is identified by its source and date.

Section 11. Use of Space.

- (1) The Director shall have the authority to determine type size and spacing in order to insure a format which allows equal space for each explanatory statement, argument or candidate's statement.
- (2) Whenever an explanatory statement exceeds 500 words and numbers the Director shall print only the first 500 words and numbers.
- (3) Whenever an argument or candidate statement exceeds 325 words and numbers the Director shall print only the first 325 words and numbers.

Section 12. Separability.

If any portion of this ordinance is, for any reason, held invalid or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

Section 13. Declaring an emergency.

This ordinance being necessary to the health, safety and general welfare of the people of Multnomah County, an emergency is declared to exist. This ordinance will take effect immediately upon its adoption by the Board of County Commissioners.

ADOPTED this 20th day of July, 1990, being the date of its first reading before the Board of County Commissioners of Multnomah County.



By Gladys McCoy
Gladys McCoy, Chair
Multnomah County, Oregon

REVIEWED:

LAURENCE KRESSEL, County Counsel
for Multnomah County, Oregon

By Jan [Signature]

DATE SUBMITTED 7-5-90

(For Clerk's Use)
Meeting Date JUL 12 1990
Agenda No. R-1

REQUEST FOR PLACEMENT ON THE AGENDA

JUL 19 1990
R-2

Subject: Child Abuse Task Force

Informal Only* _____ (Date) Formal Only July 12 (Date)

DEPARTMENT Board of County Commissioners DIVISION Commissioner Anderson

CONTACT Bill Farver 3740 TELEPHONE _____

*NAME(S) OF PERSON MAKING PRESENTATION TO BOARD Pauline Anderson

BRIEF SUMMARY Should include other alternatives explored, if applicable, and clear statement of rationale for the action requested.

The ordinance will establish a Task Force on Child Abuse Prevention, Intervention, Prosecution, and Treatment. The Task Force will report to the Board their proposals in eight areas relating to Child Abuse. Those recommendations will include programmatic responses, criteria for determining most appropriate funding sources, and procedures to improve the efficiency of the system.

(IF ADDITIONAL SPACE IS NEEDED, PLEASE USE REVERSE SIDE)

ACTION REQUESTED:

INFORMATION ONLY PRELIMINARY APPROVAL POLICY DIRECTION APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 20 minutes

IMPACT:

PERSONNEL TIME CERTAIN (9:30 a.m. Thursday)
 FISCAL/BUDGETARY
 General Fund
 Other _____

CLERK OF COUNTY BOARD
1990 JUL 13 11:14
CLERK OF COUNTY BOARD

Ord. 658

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: Pauline Anderson RE

BUDGET / PERSONNEL _____

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) _____

OTHER _____
(Purchasing, Facilities Management, etc.)

NOTE: If requesting unanimous consent, state situation requiring emergency action on back.

ORDINANCE FACT SHEET

Ordinance Title: Task Force on Child Abuse Prevention, Inter-
vention, Prosecution, and Treatment

Give a brief statement of the purpose of the ordinance (include the rationale for adoption of ordinance, description of persons benefited, other alternatives explored):

To establish a Child Abuse Task Force which will provide recommendations on the programs needed to provide an adequate response to the problems of child abuse in Multnomah County. The Task Force will also recommend funding strategies and ways to improve system coordination. Existing committees involved in Child Abuse work were considered. Except for the section delegated to the CYSC, none of these committees was felt to be exactly appropriate for the task. ~~What other local jurisdictions in the metropolitan area have enacted similar legislation?~~

No other jurisdictions have established similar Task Forces. The state recently completed a Task Force on Child Abuse. Their findings will be helpful, but will not duplicate, the work of this Task Force.

What has been the experience in other areas with this type of legislation?

n/a

What is the fiscal impact, if any?

None. However, the Task Force's recommendations, if implemented, could have major fiscal impact.

(If space is inadequate, please use other side)

SIGNATURES:

Person Filling Out Form: Bill Faxon

Planning & Budget Division (if fiscal impact): _____

Department Manager/Elected Official: Pauline Anderson

PAULINE ANDERSON
Multnomah County Commissioner
District 1



605 County Courthouse
Portland, Oregon 97204
(503) 248-5220

CHILD ABUSE PRESS CONFERENCE

On Thursday, July 12th, at 9:00 a.m., Multnomah County Commissioner Pauline Anderson will hold a press conference in the Conference Room in Room 605 of the County Courthouse. At the Press Conference, Commissioner Anderson will announce the introduction of an ordinance to establish a county Task Force on Child Abuse Prevention, Intervention, Prosecution, and Treatment.

The Task Force is being proposed in response to a recent study that reported child abuse and neglect cases up by 15%, the number of drug affected infants up by almost 50%, and the number of deaths statewide due to abuse or neglect up from 15 to 19.

The Task Force will provide recommendations on how the County can provide an adequate response to the problems of child abuse. The Task Force will also recommend ways to improve system coordination.

Present at the press conference to endorse the Task Force and answer questions will be

- Sheriff Bob Skipper
- District Attorney Michael Schrunk
- Multnomah County Director of the Children's Services Division David Fuks

Also present will be representatives from the CARES Unit at Emanuel Hospital, the Health Department (child abuse prevention work), and the Department of Community Corrections.

Board consideration and public discussion of the Child Abuse Task Force will follow at the regular 9:30 a.m. meeting of the Board of County Commissioners, Room 602, County Courthouse.

1961/4

PAULINE ANDERSON
Multnomah County Commissioner
County Courthouse Room 605
1021 S.W. 4th. Avenue
Portland, Oregon 97204

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BEFORE THE BOARD OF COMMISSIONERS

FOR THE COUNTY OF MULTNOMAH

ORDINANCE NO. 658

An ordinance establishing a Task Force on Child Abuse Prevention, Intervention, Prosecution, and Treatment and directing the preparation of a report to the Board.

Multnomah County ordains as follows:

Section 1. Findings and Purpose

A. The prevention and treatment of child abuse has been a priority of the Multnomah County Board since 1986, when half of the revenue from the passage of an increase in the business income tax was directed to child abuse and teen pregnancy prevention and teen parenting programs. Through that effort, the County helped fund a medical diagnosis/evaluation unit, respite care, day treatment for abused children, parental training, support, and follow up through mental health services and community health nurses and community volunteer visits to private homes, and education on child abuse prevention for children in the schools.

1 B. The 1989 Child Abuse Report from Children's Services
2 Division includes the following information about trends in
3 child abuse:

4 - There were 25,018 child abuse and neglect reports statewide
5 assessed by CSD in 1989, an increase of nearly 15% over 1988.

6 - The rate of victims in Multnomah County in 1989 rose from
7 13.9/1000 to 14.3/1000, a total of 1854. This compares to a
8 state wide average of 12.3/1000.

9 - The number of drug affected infants statewide rose from 356
10 in 1988 to 532 in 1989, a 49% increase.

11 - The number of deaths statewide due to abuse or neglect rose
12 from 15 in 1988 to 19 in 1989.

13 C. The 1989 state legislature mandated the Counties'
14 District Attorneys to take the lead in establishing
15 multi-disciplinary teams to coordinate the community's response
16 to child abuse problems. Multnomah County's team has been
17 meeting since March, 1990.

18 D. The Multnomah County Child Abuse Coalition is dedicated
19 to community and legislative advocacy for the prevention of
20 child abuse, treatment for its victims and offenders, and
21 promoting training for personnel working on abuse cases. One
22 of its committees, the Multnomah County Child Abuse Neglect
23 Team is composed of protective services workers, district
24 attorneys, health nurses, and mental health professionals. The
25 team meets monthly to do consultations on difficult cases and
26 raise issues and community concerns.

1 E. The Oregon Task Force on Sex Offenses Against Children
2 has recently issued a draft report on issues concerning laws
3 relating to the registration and prosecution of sex offenders,
4 statutory definitions of sex crimes, and programs and treatment
5 for juvenile sex offenders and victims. It will make
6 recommendations to the Legislature on these issues.

7 F. The Washington state legislature passed a major
8 legislative initiative focusing on prosecution, prevention, and
9 treatment of child abuse cases.

10 G. The County is entering its second year of the Strategic
11 Planning Process. A systematic overview of the County's role
12 and potential financial commitment to child abuse would be
13 useful in determining priorities.

14 H. The Board of County Commissioners will be deciding this
15 summer how to target its initial Great Start allocation.
16 Continued and expanded funding for these programs will need to
17 be addressed.

18 I. The County will develop its legislative agenda this
19 fall. The results of the State Task Force and a comprehensive
20 assessment of local needs and priorities would be helpful in
21 that process.

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1 J. The Board of County Commissioners will make decisions
2 soon about potential alternative revenue sources which should
3 offer property tax offsets and the potential for new
4 initiatives. Knowing the cost of establishing a comprehensive
5 program to respond to the child abuse issue would be helpful in
6 making this revenue determination.

7 Section 2. Establishment of Task Force on Child Abuse

8 A. In accordance with the County Charter, the Board of
9 County Commissioners establishes a Task Force on Child Abuse.
10 The Task Force shall consist of 15 members. It shall have
11 representatives from the following areas:

- 12 Children's and Youth Services Commission
- 13 Law Enforcement
- 14 Children's Services Division
- 15 District Attorney
- 16 Medical Diagnosis/Assessment (CARES Unit at Emanuel Hospital)
- 17 Treatment/Supervision Programs for Offenders
- 18 Treatment Programs for Victims of Child Abuse
- 19 Courts
- 20 Probation Services
- 21 Mental Health
- 22 Alcohol and Drug
- 23 Health
- 24 Treatment Programs for Addicted Women
- 25 Citizen Advocates (2)

1 B. Members of the Task Force shall not receive
2 compensation. The Task Force shall be co-chaired by the
3 representatives from Multnomah County and the Children's
4 Services Division. The Task Force shall be staffed by the
5 offices of the Chair and Commissioners.

6 Section 3 Workplan for Task Force

7 A. The Task Force shall develop specific proposals (with
8 budgets) for each of the areas listed in subsection E of this
9 section, except for Prevention. The existing Children's and
10 Youth Services Commission (CYSC) shall develop proposals for
11 the Prevention area. The Task Force shall incorporate their
12 recommendations into the final report. The Task Force shall
13 use the efforts of other existing planning groups where
14 applicable and form subcommittees with additional members if
15 necessary.

16 The proposals shall indicate the level at which services
17 are currently provided (by county, state and private sources).
18 The proposals shall be designed to provide adequate additional
19 services to address the current level of abuse in Multnomah
20 County. Representatives of the Task Force and CYSC shall meet
21 during the development of the proposals to coordinate their
22 approaches.

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Page

1 B. After reviewing the work of the State Task Force, the County
2 Task Force shall provide criteria for determining the most
3 appropriate funding source(s) for each area of proposals.
4 Areas appropriate for Multnomah County advocacy with the State
5 Legislature shall also be indicated.

6 C. The Task Force shall identify priorities for funding
7 within each area (assuming full funding may not be possible).

8 D. The Task Force shall identify low or no-cost procedures
9 to make the existing (and expanded) systems work more
10 cooperatively and efficiently.

11 E. The Board of County Commissioners will review the
12 recommendations of the Task Force in their strategic planning
13 process and in light of potential alternative revenue sources.

14 F. Proposals by the Task Force shall cover the following
15 areas:

- 16 1. Prevention (from CYSC)
- 17 2. Law Enforcement
- 18 3. Children's Services
- 19 4. Prosecution
- 20 5. Medical Evaluation and Diagnosis
- 21 6. Treatment/Supervision of Offenders
- 22 7. Treatment of Victims
- 23 8. Family Support

24 G. In developing proposals, the Task Force shall consider
25 the approaches/issues listed on Attachment A to this ordinance.

26

1 Section 4. Due Date for Report

2 1. The Task Force shall report the results of their work to
3 the Board of Commissioners by October 9, 1990. If the report
4 is not finished by that date, the Task Force shall provide an
5 interim report to the Board. The Task Force shall terminate
6 following the issuance of its final report, unless the Board
7 gives an additional charge to the group.

8 Section 5. Adoption

9 1. This ordinance, being necessary for the health, safety,
10 and general welfare of the people of Multnomah County, shall
11 take effect on the thirtieth (30th) day after its adoption,
12 pursuant to Section 5.50 of the Charter of Multnomah County.

13 ADOPTED this 19th day of July, 1990, being the
14 date of its second reading before the Board of County
15 Commissioner of Multnomah County.



16
17 BY Gladys McCoy
18 Gladys McCoy, Chair

19 Multnomah County, Oregon

20 REVIEWED

21 Lawrence Kressel
22

23 Laurence Kressel, County Counsel
24 of Multnomah County, Oregon

25
26 Att 7-5-90/1

ATTACHMENT A

I. PREVENTION

Possible approaches

- Prevention Education in the Schools
- Teen Health Clinics in alternative schools
- Health Care (including family planning) at the Juvenile Home
- Prenatal care to all women with follow up
- Parent Child Centers
- Family Support - Follow up visits to homes of potentially abusing families by Community Health Nurses and community volunteers and/or visits to all new parents with follow up as appropriate
- Relief nurseries for "at risk" families
- Treatment and Housing for Addicted Women (offenders and non offenders)
- Teen Parenting Support programs - e.g. on site day care, parenting groups, employment training
- Intervention Services for Teen Prostitutes
- Respite Care

2. LAW ENFORCEMENT

- County wide teams of non-uniformed investigators to respond jointly with Children's Services Division to investigate the most serious allegations of abuse within 24 - 48 hours
- County wide teams of non-uniformed trained personnel to respond to domestic violence cases.
- Training (including working with children and parents with disabilities)

3. CHILDREN'S SERVICES

- Caseworkers working with investigators to provide joint response to most serious allegations of abuse.
- After hours transport for preadolescents to temporary shelter homes (in lieu of using police)
- Emergency out of home placements (esp. children under 5)

4. PROSECUTION

- District Attorney staff to prosecute abuse cases, as appropriate

5. MEDICAL EVALUATION, DIAGNOSIS, AND MEDICAL TREATMENT

- Medical Evaluation, diagnosis, and medical treatment for all suspected abuse cases

6. TREATMENT/SUPERVISION OF OFFENDERS

- Juvenile - under 12
- Juvenile 12 to 18 -
- Intensive Juvenile Probation Unit
- Special Intensive Probation Unit with outpatient treatment for adult offenders sentenced to county jail (linked with appropriate family support)
- Special Intensive Probation Unit for state probationers

7. MENTAL HEALTH TREATMENT FOR VICTIMS

- Evaluation of mental health treatment needs immediately following medical diagnosis and assessment
- Outpatient 3 to 18
- Day Treatment 3 to 5
- Day Treatment 6 to 10
- Treatment for teens
- Foster Home Placements during and after treatment
- After care

8. FAMILY SUPPORT

- Counseling
- Non offending spousal support
- Intervention in domestic violence cases

Meeting Date JUL 19 1990
Agenda No.: Formal R-3

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT S.W. Iron Mountain Boulevard

BCC Informal July 17, 1990 (date) BCC Formal July 19, 1990 (date)

DEPARTMENT Environmental Services DIVISION Transportation

CONTACT Dick Howard TELEPHONE Ext. 3599

PERSON(S) MAKING PRESENTATION Dick Howard

ACTION REQUESTED:

/ / INFORMATIONAL ONLY / / POLICY DIRECTION /X/ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 minutes

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN: YES

BRIEF SUMMARY (include statement of rationale for action requested, as well as personnel and fiscal/budgetary impacts, if applicable):

Request taking S.W. Iron Mountain Boulevard into county road system to complete the last link between Highway 43 and S.W. Terwilliger Boulevard. The road has been constructed for many years, but this action will provide for maintenance as needed.

90-109

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL _____

Or

DEPARTMENT MANAGER [Signature]

(All accompanying documents must have required signatures)

CLERK OF COUNTY
JUL 19 1990 11:14 AM
CLERK OF COUNTY
OREGON



MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES
TRANSPORTATION DIVISION
1620 S.E. 190TH AVENUE
PORTLAND, OREGON 97233
(503) 248-5050

BOARD OF COUNTY COMMISSIONERS
GLADYS McCOY • CHAIR OF THE BOARD
PAULINE ANDERSON • DISTRICT 1 COMMISSIONER
GRETCHEN KAFOURY • DISTRICT 2 COMMISSIONER
RICK BAUMAN • DISTRICT 3 COMMISSIONER
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

July 5, 1990

Board of County Commissioners
606 County Courthouse
1021 S.W. Fourth Avenue
Portland, Oregon 97204

RE: S.W. Iron Mountain Boulevard No. 4986

Dear Commissioners:

S.W. Iron Mountain Boulevard was dedicated in the Plat of Dunthorpe in Multnomah and Clackamas Counties, recorded January 7, 1916, and thereafter improved to county standards then in effect.

Through an oversight, the portion of this road extending from the Clackamas County line to S.W. Terwilliger Boulevard was not accepted into the county road system.

Since this section of roadway serves an important function as a connecting link between the Dunthorpe community and S.W. Terwilliger Boulevard, we recommend that S.W. Iron Mountain Boulevard between S.W. Terwilliger Boulevard and the Clackamas County Line be established as a county road.

Very truly yours,

PAUL YARBOROUGH
Director
Dept. of Environmental Services

FOR
LARRY F. NICHOLAS, P.E.
County Engineer

RTH/LFN/js

7802V

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Establishment of)
S.W. Iron Mountain Boulevard from)
S.W. Terwilliger Boulevard south-)
easterly to the North Boundary of)
of Clackamas County as a County Road)
to be known as S.W. Iron Mountain)
Boulevard, No. 4986.)

ORDER 90-109
ROAD NO. 4986

The above-described portion of S.W. Iron Mountain Boulevard is a regularly dedicated street which has been constructed and improved as required. The County Engineer has recommended to the Board of County Commissioners that said portion of said S.W. Iron Mountain Boulevard be taken over as a county road, and the Board being fully advised,

HEREBY ORDERS, that that portion of S.W. Iron Mountain Boulevard from S.W. Terwilliger Boulevard to the Clackamas County line be and the same is hereby established as a county road, in accordance with ORS 368.016(2)(c), and with the centerline and right-of-way lines as dedicated in the recorded plat of DUNTHORPE, as recorded January 7, 1916, in Book 622, Pages 3 and 4, Plat Records of Multnomah County, Oregon. Said S.W. Iron Mountain Boulevard is in Section 34, T1S, R1E, W.M. The right-of-way is 60 feet in width.

FURTHER ORDERED, the County Surveyor is hereby directed to file a map of same as required by law.

FURTHER ORDERED, this order establishing County Road No. 4986 be recorded in the Deed Records of Multnomah County, Oregon.

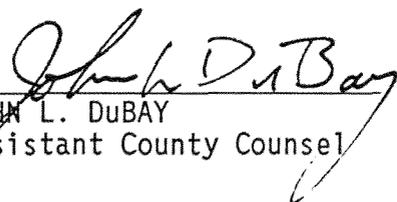


APPROVED:

LAURENCE KRESSEL
County Counsel
for Multnomah County, Oregon

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


GLADYS MCCOY/Chair

By 
JOHN L. DuBAY
Assistant County Counsel

Meeting Date JUL 19 1990

Agenda No.: R-4

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Amendment #3 to Supplemental Agreement 30128-87

BCC Informal _____ (date) BCC Formal X _____ (date)

DEPARTMENT Environmental Services DIVISION Transportation

CONTACT Bob Pearson TELEPHONE 248-3838

PERSON(S) MAKING PRESENTATION Bob Pearson

ACTION REQUESTED:

/ / INFORMATIONAL ONLY / / POLICY DIRECTION /X/ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: _____

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN: YES

BRIEF SUMMARY (include statement of rationale for action requested, as well as personnel and fiscal/budgetary impacts, if applicable):

Supplemental Agreement with the City of Wood Village for Multnomah County to perform certain maintenance functions on city streets for Fiscal Year 90-91.

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL [Signature]

Or

DEPARTMENT MANAGER [Signature]

(All accompanying documents must have required signatures)

3706V/7649V

1990 JUL 11 AM 9:28
CLERK OF COUNTY OF MULTNOMAH
CLERK OF COUNTY OF MULTNOMAH



CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

Contract # 30128-87

MULTNOMAH COUNTY OREGON

Amendment # 3

<p style="text-align: center;">CLASS I</p> <input type="checkbox"/> Professional Services under \$10,000	<p style="text-align: center;">CLASS II</p> <input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<p style="text-align: center;">CLASS III</p> <input checked="" type="checkbox"/> Intergovernmental Agreement <p style="text-align: center; font-size: 1.5em;">RATIFIED</p> <p style="text-align: center;">Multnomah County Board of Commissioners</p> <p style="text-align: center; font-size: 1.2em;">7-19-90 R-4</p>
--	--	--

Contact Person Bob Pearson Phone 3838 Date 6/8/90

Department Environmental Services Division Transportation Bldg/Room 425

Description of Contract supplement Agreement with City of Wood Village for Multnomah County to perform certain maintenance functions on city streets.

RFP/BID # _____ Date of RFP/BID _____ Exemption Exp. Date _____

ORS/AR # _____ Contractor is MBE WBE QRF

Contractor Name City of Wood Village

Mailing Address 2055 NE 238th Drive

Wood Village, OR 97060-1095

Phone 667-6211

Employer ID # or SS # _____

Effective Date July 1, 1990

Termination Date June 30, 1991

Original Contract Amount \$ _____

Amount of Amendment \$ 18,506.00

Total Amount of Agreement \$ _____

Payment Term

Lump Sum \$ _____

Monthly \$ as work is performed

Other \$ _____

Requirements contract - Requisition required.

Purchase Order No. _____

Requirements Not to Exceed \$ _____

REQUIRED SIGNATURES:

Department Manager [Signature]

Date 6-12-90

Purchasing Director (Class II Contracts Only) [Signature]

Date _____

County Counsel [Signature]

Date 7/3/90

County Chair/Sheriff _____

Date _____

VENDOR CODE			VENDOR NAME					TOTAL AMOUNT		\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	ORJ Rev. Source	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	150	030	6410			2776					
02.											
03.											

INSTRUCTIONS ON REVERSE SIDE

WHITE - PURCHASING

CANARY - INITIATOR

PINK - CLERK OF THE BOARD

GREEN - FINANCE



CONTRACT APPROVAL FORM
(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 30128-87

Amendment # 3

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$10,000	<input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption) <input type="checkbox"/> PCR B Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Intergovernmental Agreement

Contact Person Bob Pearson Phone 3838 Date 6/8/90

Department Environmental Services Division Transportation Bldg/Room 425

Description of Contract supplement Agreement with City of Wood Village for Multnomah County to perform certain maintenance functions on city streets.

RFP/BID # _____ Date of RFP/BID _____ Exemption Exp. Date _____

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Contractor Name City of Wood Village

Mailing Address 2055 NE 238th Drive
Wood Village, OR 97060-1095

Phone 667-6211

Employer ID # or SS # _____

Effective Date July 1, 1990

Termination Date June 30, 1991

Original Contract Amount \$ _____

Amount of Amendment \$ 18,506.00

Total Amount of Agreement \$ _____

REQUIRED SIGNATURES:
 Department Manager
 Purchasing Director _____
 (Class II Contracts Only)
 County Counsel _____
 County Chair/Sheriff _____

Payment Term
 Lump Sum \$ _____
 Monthly \$ as work is performed
 Other \$ _____
 Requirements contract - Requisition required.
 Purchase Order No. _____
 Requirements Not to Exceed \$ _____

Date _____
 Date _____
 Date _____
 Date _____

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT		\$
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJ REV. Source	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	150	030	6410			2776					
02.											
03.											

INSTRUCTIONS ON REVERSE SIDE

WHITE - PURCHASING CANARY - INITIATOR PINK - CLERK OF THE BOARD GREEN - FINANCE

Exhibit A

SUMMARY OF ESTIMATED COST FOR WOOD VILLAGE
FISCAL YEAR 90-91

Contract Asphalt Paving	\$11,592
Contract Asphalt Paving Preparation	2,454
Crack Sealing	414
Skin Patching Paving	292
Grinder Patching	713
Street Sweeping	<u>3,041</u>
Total	\$18,506

4085V

Exhibit B

WOOD VILLAGE CONTRACT ASPHALT PAVING

<u>Road</u>	<u>From</u>	<u>To</u>	<u>Length</u>	<u>Width</u>	<u>Sq. Yds</u>	<u>Cost</u>
Holladay St.	239th Pl.	238th Dr.	860'	38'	3,631	\$10,080

Estimated cost \$11,592 includes material testing and inspection.

4085V

Exhibit C

WOOD VILLAGE CONTRACT ASPHALT PAVING PREPARATION

<u>Street</u>	<u>From</u>	<u>To</u>	<u>Required Preparation</u>	<u>(Dollars)</u>
Holladay St.	239th Pl	238th Dr.	Grinder Patching 3 tons 4 hrs.	\$1,275
			Skin Patching 3 tons 3 hrs.	533
			Manual Cleanup 3 hrs.	150
			Sweep w/machine 2 hrs.	<u>176</u>
			Total	2,134

Estimated cost of \$2,454 includes mobilization, travel time, and unforeseen work.

4085V

Exhibit D

WOOD VILLAGE CRACK SEALING

<u>Street</u>	<u>From</u>	<u>To</u>	<u>Material (Cubes)</u>	<u>Labor (Hours)</u>	<u>Cost (Dollars)</u>
236th Ave.	Stanley Ave.	Shannon St.	1/2	1/2	\$ 90
Holladay Ct.	Holladay St.	Pt. 202' SW of	1	1	180
230th Ct.	Halsey St.	Pt 317' S of Halsey St.	1/2	1/2	<u>90</u>
			Total		\$360

Estimated cost of \$414 includes travel time and for additional crack sealing which may occur.

4085V

Exhibit E

WOOD VILLAGE SKIN PATCH PAVING

<u>Road</u>	<u>From</u>	<u>To</u>	
Holladay Pl.	Holladay St.	Pt 144' W. of Holladay St.	@ 23533 hole at curb (1' x 2')
Shamrock Ct.	Shamrock Dr.	Pt. 126' S. of Shamrock Dr.	@ 23670 hole at curb (1' x 2')

Total: 1 Ton 1 1/2 hrs. \$254

Estimated cost of \$292 which includes travel time and additional skin patching that may occur.

4085V

Exhibit F

WOOD VILLAGE GRINDER PATCHING

<u>Street</u>	<u>From</u>	<u>To</u>	<u>Material (Tons)</u>	<u>Labor (Hours)</u>	<u>Cost (Dollars)</u>
Shannon Ct.	Shannon St.	Pt. 105' S. of Shannon St.	1	1 1/2	\$620

Estimated cost of \$713 which includes mobilization, travel time and unforeseen work.

WOOD VILLAGE STREET SWEEPING

Routine sweeping of Wood Village Streets

One Sweeping	\$ 529
No. of sweeping per year x	<u>5</u>
Total	\$2,645

Estimated cost of \$3,041 which includes additional for travel time, mobilization, and unforeseen work.

Exhibit H

CITY OF WOOD VILLAGE

For emergency, and unforeseen work as required and agreed to by the City and the County.

Costs to be billed at current employee, equipment, material, and overhead charges.

4085V

SUPPLEMENT NO. 3
TO

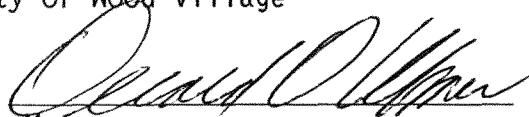
Agreement dated July 1, 1987, the "Agreement" herein, between Multnomah County, a Home Rule Political Subdivision of the State of Oregon, hereinafter referred to as "County," and City of Wood Village, a municipal corporation, hereinafter referred to as "City."

The Agreement by its terms expire on June 30, 1990.

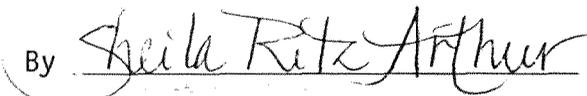
It is hereby agreed that the term thereof shall be and hereby is extended to and including June 30, 1991, and amended to include Exhibits A through H attached thereto, and that all other terms and conditions of the original agreement thereof shall remain in full force and effect during the extended term.

City of Wood Village

By


Mayor

By


City Administrator

Multnomah County, Oregon

Gladys McCoy, Chair

REVIEWED:

Laurence Kressel, County Counsel
for Multnomah County, Oregon

By

Deputy County Counsel

5888V

Meeting Date JUL 19 1990

Agenda No.: R-5

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Amendment #3 to Supplemental Agreement 30130-87

BCC Informal _____ (date) BCC Formal X _____ (date)

DEPARTMENT Environmental Services DIVISION Transportation

CONTACT Bob Pearson TELEPHONE 248-3838

PERSON(S) MAKING PRESENTATION Bob Pearson

ACTION REQUESTED:

/ / INFORMATIONAL ONLY / / POLICY DIRECTION /X/ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: _____

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN: YES

BRIEF SUMMARY (include statement of rationale for action requested, as well as personnel and fiscal/budgetary impacts, if applicable):

Supplemental Agreement with the City of Fairview for Multnomah County to perform certain maintenance functions on city streets for Fiscal Year 90-91.

1990 JUL 11 AM 10:44
MULTNOMAH COUNTY
OREGON
CLERK OF COMMISSIONERS

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL [Signature]

Or

DEPARTMENT MANAGER [Signature]

(All accompanying documents must have required signatures)

3706V/7649V

RATIFIED
Multnomah County Board
of Commissioners

7-19-90 R-5



CONTRACT APPROVAL FORM
(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 30130-87

Amendment # 3

<p style="text-align: center;">CLASS I</p> <input type="checkbox"/> Professional Services under \$10,000	<p style="text-align: center;">CLASS II</p> <input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption) <input type="checkbox"/> PCRFB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<p style="text-align: center;">CLASS III</p> <input checked="" type="checkbox"/> Intergovernmental Agreement <p style="text-align: center; font-size: 2em; font-weight: bold;">RATIFIED</p> <p style="text-align: center;">Multnomah County Board of Commissioners</p> <p style="text-align: right; font-size: 1.5em;">7-19-90 <i>LS</i></p>
--	---	---

Contact Person Bob Pearson Phone 3838 Date 6/8/90

Department Environmental Services Division Transportation Bldg/Room 425

Description of Contract Supplemental Agreement with City of Fairview for Multnomah County to perform certain maintenance functions on city streets.

RFP/BID # _____ Date of RFP/BID _____ Exemption Exp. Date _____

ORS/AR # _____ Contractor is MBE WBE QRF

Contractor Name City of Fairview

Mailing Address PO Box 337
Fairview, OR 97024

Phone 665-7929

Employer ID # or SS # _____

Effective Date July 1, 1990

Termination Date June 30, 1991

Original Contract Amount \$ _____

Amount of Amendment \$ 18,869.00

Total Amount of Agreement \$ _____

Payment Term

- Lump Sum \$ _____
- Monthly \$ as work is performed
- Other \$ _____
- Requirements contract - Requisition required.
- Purchase Order No. _____
- Requirements Not to Exceed \$ _____

REQUIRED SIGNATURES:

Department Manager *[Signature]*

Purchasing Director
(Class II Contracts Only)

County Counsel _____

County Chair/Sheriff _____

Date _____

Date _____

Date _____

Date _____

VENDOR CODE			VENDOR NAME					TOTAL AMOUNT		\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT Rev. Source	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
. 01.	150	030	6410			2788					
02.											
03.											

INSTRUCTIONS ON REVERSE SIDE

WHITE - PURCHASING CANARY - INITIATOR PINK - CLERK OF THE BOARD GREEN - FINANCE

SUPPLEMENT NO. 3
TO

Agreement dated July 1, 1987, the "Agreement" herein, between Multnomah County, a Home Rule Political Subdivision of the State of Oregon, hereinafter referred to as "County," and City of Fairview, a municipal corporation, hereinafter referred to as "City."

The Agreement by its terms expire on June 30, 1990.

It is hereby agreed that the term thereof shall be and hereby is extended to and including June 30, 1991, and amended to include Exhibits A through I attached thereto, and that all other terms and conditions of the original agreement thereof shall remain in full force and effect during the extended term.

City of Fairview

By Scott A. Bauer
Council President

By Nancy DiDonato
City Recorder

Multnomah County, Oregon

Gladys McCoy, Chair

REVIEWED:

Laurence Kressel, County Counsel
for Multnomah County, Oregon

By _____
Deputy County Counsel

Exhibit A

ESTIMATED COST FOR CITY OF FAIRVIEW
Fiscal Year 90-91

Crack Sealing	\$ 825
Skin Patching	4,010
Chip Sealing	115
Street Sweeping	3,657
Mowing and Brushing	336
Shoulder Scalping and Rerock	8,760
Grade and Rerock Gravel Roads	<u>1,166</u>
	\$18,869

Exhibit B

City of Fairview Crack Sealing

<u>Street</u>	<u>From</u>	<u>To</u>	<u>Material (Cubes)</u>	<u>Labor (Hours)</u>	<u>Cost (Dollars)</u>
227th Ct.	Hancock St.	Pt 388' N of Hancock St.	1/2	1/2	\$ 90
226th Ave.	Schuyler St.	Pt. 387' N. of Hancock St.	1 1/2	1	177
7th St.	Harrison St.	Lincoln St.	1/2	1/2	90
213th Ave.	Halsey St.	Weidler Cir.	1	1	180
214th Ave.	San Rafael	Pt. 353' N. of San Rafael St.	1/2	1/2	90
3rd Ave.	Harrison St.	Pt. 160' S. of Harrison St.	<u>1/2</u>	<u>1/2</u>	<u>90</u>
		Total	4 1/2	4	\$ 717

Estimated cost of \$825 includes mobilization, travel time, and unforeseen crack sealing.

Exhibit C

City of Fairview Skin Patching

<u>Street</u>	<u>Location</u>	<u>Material (Tons AC)</u>	<u>Labor (Hours)</u>	<u>Cost</u>
Creekside Tr.	Matney St. (2 radiuses)			
Main St.	223rd Ave. (SW Radius)			
3rd St.	Depot St. (SE Radius)			
2nd St.	Cedar St. (3 Radiuses)			
2nd St.	Main St. (SW Radius)			
5th St.	Main St. (SE Radius)			
Harrison St.	7th St. (Utility Cut 2'x4')			
2nd St.	@ 365th (Utility Settlement)			
	Subtotal	11	8	\$1,490
Depot St.	4th St. - 5th St. (Catch basin 12'x20'x1 1/2")	3	1 1/2	301
Main St.	7th St. (Southside-excavate w/ backhoe and pave new approach 9'x38'x2")	6	3	736
Bridge St.	E. of 223rd Ave. (skin patch with laybox)	12	4	960
	Total	<u>32</u>	<u>16 1/2</u>	<u>\$3,487</u>

Estimated cost of \$4,010 includes mobilization, travel time, and unforeseen work.

Exhibit D

City of Fairview Chip Sealing

<u>Street</u>	<u>From</u>	<u>To</u>	<u>Labor Hours</u>	<u>Cost</u>
Creekside Terr.	504' N. of Matney St. (Blocked pavement 15' x 200')	320' S. of Matney St.	1/2	\$100

Estimated cost of \$115 includes mobilization, travel time, and unforeseen work.

City of Fairview Street Sweeping

Routine sweeping of Fairview Streets

Six hours for one sweeping	\$ 530
Sweeping six time a year	<u> </u> x 6
Total	\$3,180

Estimated costs of \$3,657 includes mobilization, travel time, and unforeseen work.

Exhibit F

City of Fairview Road Side Mowing and Brushing

Road side mowing and brushing of various roads	8.0 hrs =	\$292
--	-----------	-------

Estimated cost of \$336 includes mobilization, travel time, and unforeseen work.

Exhibit G

City of Fairview Shoulder Scalping and Rerock

Scalp gravel shoulders as needed (8.5 lane miles)	Labor	3,521
	Equipment	<u>1,190</u>
Subtotal		\$4,711
Rerock and grade gravel shoulders as needed (8.5 lane miles)	Labor	1,960
	Equipment	588
	Material	<u>358</u>
Subtotal		\$2,906
Total Shoulder Scalping & Rerock		\$7,617

Estimated cost of \$8,760 includes mobilization, travel time, and unforeseen work.

Exhibit H

City of Fairview Gravel Road Grading and Rerocking

Grade and rerock (1,900 lin. ft.)	Labor	653
	Equipment	176
	Material	<u>185</u>
Total		\$1,014

Estimated cost of \$1,166 includes mobilization, travel time, and unforeseen work.

Exhibit I

CITY OF FAIRVIEW

For emergency, and unforeseen work as required and agreed to by the City and County.

Cost to be billed at current employee, equipment, material, and overhead charges.

Meeting Date JUL 19 1990
Agenda No.: R-6

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Amendment #3 to Supplemental Agreement 30129-87

BCC Informal _____ BCC Formal X
(date) (date)

DEPARTMENT Environmental Services DIVISION Transportation

CONTACT Bob Pearson TELEPHONE 248-3838

PERSON(S) MAKING PRESENTATION Bob Pearson

ACTION REQUESTED:

/ / INFORMATIONAL ONLY / / POLICY DIRECTION /X/ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: _____

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN: YES

BRIEF SUMMARY (include statement of rationale for action requested, as well as personnel and fiscal/budgetary impacts, if applicable):

Supplemental Agreement with the City of Troutdale for Multnomah County to perform certain maintenance functions on city streets for Fiscal Year 90-91.

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL [Signature]

Or

DEPARTMENT MANAGER [Signature]

(All accompanying documents must have required signatures)

3706V/7649V

RATIFIED
Multnomah County Board
of Commissioners
7-19-90 R-6

1990 JUL 11 AM 10:44
CLERK OF COUNTY COMMISSIONERS
OREGON



CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

Contract # 30129-87

MULTNOMAH COUNTY OREGON

Amendment # 3

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$10,000	<input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption) <input type="checkbox"/> PCR B Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Intergovernmental Agreement

Contact Person Bob Pearson Phone 3838 Date 6/8/90

Department Environmental Services Division Transportation Bldg/Room 425

Description of Contract Supplemental Agreement with City of Troutdale for Multnomah County to perform certain maintenance functions on city streets.

RFP/BID # _____ Date of RFP/BID _____ Exemption Exp. Date _____

ORS/AR # _____ Contractor is MBE WBE QRF

Contractor Name City of Troutdale

Mailing Address 104 SE Kibling St.
Troutdale, OR 97060

Phone 665-5175

Employer ID # or SS # _____

Effective Date July 1, 1990

Termination Date June 30, 1991

Original Contract Amount \$ _____

Amount of Amendment \$ 18,146.00

Total Amount of Agreement \$ _____

Payment Term

Lump Sum \$ _____

Monthly \$ as work is performed

Other \$ _____

Requirements contract - Requisition required.

Purchase Order No. _____

Requirements Not to Exceed \$ _____

REQUIRED SIGNATURES:

Department Manager *Paul Johnson*

Date _____

Purchasing Director
(Class II Contracts Only)

Date _____

County Counsel _____

Date _____

County Chair/Sheriff _____

Date _____

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT		\$
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	VENDOR Rev. Source	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
	150	030	6410			2775					
02.											
03.											

INSTRUCTIONS ON REVERSE SIDE

WHITE - PURCHASING CANARY - INITIATOR PINK - CLERK OF THE BOARD GREEN - FINANCE

SUPPLEMENT NO. 3
TO

Agreement dated July 1, 1987, the "Agreement" herein, between Multnomah County, a Home Rule Political Subdivision of the State of Oregon, hereinafter referred to as "County," and City of Troutdale, a municipal corporation, hereinafter referred to as "City."

The Agreement by its terms expire on June 30, 1990.

It is hereby agreed that the term thereof shall be and hereby is extended to and including June 30, 1991, and amended to include Exhibits A through H attached thereto, and that all other terms and conditions of the original agreement thereof shall remain in full force and effect during the extended term.

City of Troutdale

By Sam K Cox
Mayor

By Valerie D. Hagler
City Recorder

Multnomah County, Oregon

Gladys McCoy, Chair

REVIEWED:

Laurence Kressel, County Counsel
for Multnomah County, Oregon

By _____
Deputy County Counsel

Exhibit A

SUMMARY OF ESTIMATED COSTS FOR CITY OF TROUTDALE
FISCAL YEAR 1990-91

Contract Asphalt Paving	\$9,899
Contract Asphalt Paving Preparation and Shoulder Restoration	3,475
Asphalt Grinder Patching	3,496
Asphalt Skin Patching	816
Road Striping	<u>460</u>
Total	\$18,146

4077V

TROUTDALE CONTRACT ASPHALT PAVING

<u>Street</u>	<u>From</u>	<u>To</u>	<u>Cost</u>
Jackson Park Rd.	Columbia River Hwy	Beaver Creek	\$8,608

Estimated cost \$9,899 includes material testing and inspection.

4077V

TROUTDALE CONTRACT ASPHALT PAVING PREPARATION

Asphalt Skin Patching

<u>Street</u>	<u>From</u>	<u>To</u>	<u>Cost</u>
Jackson Park Rd.	Columbia River Hwy	Beaver Creek	\$1,631
		Total: 15 Tons AC	
		16 Hours	

Shoulder Restoration

Restore Shoulder after Overlay		1,070
	Total: 60 yds 3/4"-0 Shoulder Rock	
	4 hours	

Clean Up

Shoulder grading, hand sweeping, and sweeping by machine	<u>321</u>
Contract Asphalt Pavement	
Preparation and Shoulder Restoration	
TOTAL	\$3,022

Estimated cost of \$3,475 includes mobilization and unforeseen work.

4077V

TROUTDALE ASPHALT GRINDER PATCHING

<u>Street</u>	<u>From</u>	<u>To</u>	<u>Material</u> <u>(Tons A.C.)</u>	<u>Labor</u> <u>(Hours)</u>	<u>Cost</u> <u>(Dollars)</u>
Dora St.	Columbia	3rd	16	6	\$3,040

Estimated cost of \$3,496 which include mobilization, travel time, and unforeseen work

4077V

TROUTDALE ASPHALT SKIN PATCHING

<u>Street</u>	<u>From</u>	<u>To</u>	<u>Material tons Asphalt</u>	<u>Labor Hours</u>	<u>Cost Dollars</u>
Sweetbriar Ln	Troutdale Rd.	Dead end (South curbline)	3		
Llwellyn St.	@ 23rd St.	Utility Cut (2' x 3')	1/4		
Kings Byway	@ Cherry Park Rd.	(Settlement at manhole)	1/2		
22nd St.	23rd St.	Indian John (Settlement @ 2238)	<u>1/4</u>		
			4 Tons	8 hrs	\$710

Estimated cost of \$816 includes mobilization, travel time, and unforeseen work.

4077V

Exhibit F

TROUTDALE PAVEMENT STRIPING

<u>Street</u>	<u>Cost Dollars</u>
Sandy Blvd - Stripe center and shoulder lines	\$400

Estimated cost of \$460 includes mobilization, travel time, and unforeseen work.

Exhibit G

CITY OF TROUTDALE

For emergency, and unforeseen work as required and agreed to by the City and the County.

Costs to be billed at current employees, equipment, material, and overhead charges.

4077V

DATE SUBMITTED _____

(For Clerk's Use)
Meeting Date JUL 19 1990
Agenda No. R-7

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: Oregon Department of Education Contract

Informal Only* _____
(Date)

Formal Only 7/19/90
(Date)

DEPARTMENT Human Services DIVISION Health

CONTACT Scott Clement TELEPHONE x3674

*NAME(S) OF PERSON MAKING PRESENTATION TO BOARD Duane Zussy/Scott Clement

BRIEF SUMMARY Should include other alternatives explored, if applicable, and clear statement of rationale for the action requested.

Ratification of a retroactive agreement with Oregon Department of Education for County to perform health and sanitation evaluations of school food preparation facilities operating under the United States Department of Agriculture (USDA) summer food service. The agreement is retroactive because the State sent the agreement after the program began.

(IF ADDITIONAL SPACE IS NEEDED, PLEASE USE REVERSE SIDE)

ACTION REQUESTED:

INFORMATION ONLY PRELIMINARY APPROVAL POLICY DIRECTION RATIFICATION

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 5 minutes maximum

IMPACT:

PERSONNEL

FISCAL/BUDGETARY

GENERAL FUND

OTHER _____

RATIFIED
Multnomah County Board
of Commissioners

7-19-90 R-7

MULTNOMAH COUNTY
OREGON
1990 JUL 11 AM 11:32
BOARD OF
COUNTY COMMISSIONERS

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: Duane Zussy (as)

BUDGET / PERSONNEL: _____

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) [Signature]

OTHER _____

(Purchasing, Facilities Management, etc.)

NOTE: If requesting unanimous consent, state situation requiring emergency action on back.

DATE SUBMITTED _____

(For Clerk's Use)
Meeting Date _____
Agenda No. _____

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: Oregon Department of Education Contract

Informal Only* _____
(Date)

Formal Only _____
(Date)

DEPARTMENT Human Services DIVISION Health

CONTACT Scott Clement TELEPHONE x3674

*NAME(S) OF PERSON MAKING PRESENTATION TO BOARD Duane Zussy/Scott Clement

BRIEF SUMMARY Should include other alternatives explored, if applicable, and clear statement of rationale for the action requested.

Ratification of a retroactive agreement with Oregon Department of Education for County to perform health and sanitation evaluations of school food preparation facilities operating under the United States Department of Agriculture (USDA) summer food service. The agreement is retroactive because the State sent the agreement after the program began.

(IF ADDITIONAL SPACE IS NEEDED, PLEASE USE REVERSE SIDE)

ACTION REQUESTED:

- INFORMATION ONLY
- PRELIMINARY APPROVAL
- POLICY DIRECTION
- RATIFICATION

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 5 minutes maximum

IMPACT:

PERSONNEL

FISCAL/BUDGETARY

GENERAL FUND

OTHER _____

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: _____

BUDGET / PERSONNEL: _____

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) _____

OTHER _____
(Purchasing, Facilities Management, etc.)

NOTE: If requesting unanimous consent, state situation requiring emergency action on back.

1990 JUL 10 PM 3:22
 CLERK OF COUNTY COMMISSIONERS
 MULTNOMAH COUNTY
 OREGON



CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

Contract # 103530

Amendment # -

MULTNOMAH COUNTY OREGON

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$10,000	<input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input checked="" type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Intergovernmental Agreement Revenue

Contact Person Brame Phone x2670 Date 6-27-90

Department Human Services Division Health Bldg/Room 160/2

Description of Contract State agrees to reimburse County for inspecting/evaluating a maximum of (50) food preparation and meal sites operating under USDA's summer food program.

RFP/BID # _____ Date of RFP/BID _____ Exemption Exp. Date _____

ORS/AR # _____ Contractor is MBE WBE QRF

Contractor Name Oregon Dept. of Education

Mailing Address 700 Pringle Parkway, S. E.

Salem, Oregon 97310

Phone 378-3569

Employer ID # or SS # N/A

Effective Date June 01, 1990

Termination Date Aug. 30, 1990

Original Contract Amount \$ 1,000.00

Amount of Amendment \$ _____

Total Amount of Agreement \$ 1,000.00

Payment Term

Lump Sum \$ Up to \$1,000 upon submission of invoice no later than 9/30/90, 50 inspections at \$20 each - maximum

Monthly \$ _____

Other \$ _____

Requirements contract - Requisition required.

Purchase Order No. _____

Requirements Not to Exceed \$ _____

REQUIRED SIGNATURES:

MB Department Manager _____

Purchasing Director _____
(Class II Contracts Only)

County Counsel _____

County Chair/Sheriff _____

Date _____

Date _____

Date _____

Date _____

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT \$		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	100	010	0232						Rev 2799	\$1,000.00	
02.											
03.											

INSTRUCTIONS ON REVERSE SIDE

**MULTNOMAH COUNTY OREGON**

DEPARTMENT OF HUMAN SERVICES
HEALTH DIVISION
426 S.W. STARK STREET, 8TH FLOOR
PORTLAND, OREGON 97204
(503) 248-3674
FAX (503) 248-3676

BOARD OF COUNTY COMMISSIONERS
GLADYS MCCOY • CHAIR OF THE BOARD
PAULINE ANDERSON • DISTRICT 1 COMMISSIONER
GRETCHEN KAFOURY • DISTRICT 2 COMMISSIONER
RICK BAUMAN • DISTRICT 3 COMMISSIONER
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

MEMORANDUM

TO: Gladys McCoy
Multnomah County Chair

VIA: Duane Zussy, Director
Department of Human Services

FROM: *Bill* Bill Odegaard, Director
Health Division

DATE: June 22, 1990

SUBJECT: Retroactive Intergovernmental Agreement with Oregon Department of Education

Retroactive: The county did not receive the contract from the state until June 21, 1990, which is after the inspections started. The state was remiss in sending the contract on time.

Recommendation: The Health Division and the Department of Human Services recommend County Chair approval and County Board ratification of this intergovernmental Revenue Agreement with Oregon Department of Education for the period June 1, 1990 to August 30, 1990.

Analysis: The county sanitarian will perform health and sanitation evaluations of school food preparation facilities operating under the United States Department of Agriculture (USDA) Summer Food Service Program (SFSP) during the summer of 1990 for a maximum of 50 inspections/evaluations at \$20 per inspection. Total revenue will not exceed \$1,000.

Background: This agreement has been renewed annually since 1987.

[7434K/p]



CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

Contract # 103530

Amendment # -

MULTNOMAH COUNTY OREGON

<p style="text-align: center;">CLASS I</p> <p><input type="checkbox"/> Professional Services under \$10,000</p>	<p style="text-align: center;">CLASS II</p> <p><input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input checked="" type="checkbox"/> Revenue</p>	<p style="text-align: center;">CLASS III</p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement</p> <p style="text-align: center; font-size: 1.5em;">Revenue</p> <p style="text-align: center; font-size: 1.5em;">RATIFIED</p> <p style="text-align: center;">Multnomah County Board of Commissioners</p> <p style="text-align: center; font-size: 1.2em;">7-19-90 RJ</p>
--	---	--

Contact Person Brame Phone x2670 Date 6-27-90

Department Human Services Division Health Bldg/Room 160/2

Description of Contract State agrees to reimburse County for inspecting/evaluating a maximum of (50) food preparation and meal sites operating under USDA's summer food program.

RFP/BID # _____ Date of RFP/BID _____ Exemption Exp. Date _____

ORS/AR # _____ Contractor is MBE WBE QRF

Contractor Name Oregon Dept. of Education

Mailing Address 700 Pringle Parkway, S. E.

Salem, Oregon 97310

Phone 378-3569

Employer ID # or SS # N/A

Effective Date June 01, 1990

Termination Date Aug. 30, 1990

Original Contract Amount \$ 1,000.00

Amount of Amendment \$ _____

Total Amount of Agreement \$ 1,000.00

Payment Term

Lump Sum \$ Up to \$1,000 upon submission of invoice no later than 9/30/90, 50 inspections at \$20 each - maximum

Monthly \$ _____

Other \$ _____

Requirements contract - Requisition required.

Purchase Order No. _____

Requirements Not to Exceed \$ _____

REQUIRED SIGNATURES:

[Signature] Department Manager _____

Date _____

Purchasing Director _____
(Class II Contracts Only)

Date _____

County Counsel _____

Date _____

County Chair/Sheriff _____

Date _____

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT		\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND	
01.	100	010	0232						Rev 2799	\$1,000.00		
02.												
03.												

INSTRUCTIONS ON REVERSE SIDE

WHITE - PURCHASING CANARY - INITIATOR PINK - CLERK OF THE BOARD GREEN - FINANCE



MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES
HEALTH DIVISION
426 S.W. STARK STREET, 8TH FLOOR
PORTLAND, OREGON 97204
(503) 248-3674
FAX (503) 248-3676

BOARD OF COUNTY COMMISSIONERS
GLADYS McCOY • CHAIR OF THE BOARD
PAULINE ANDERSON • DISTRICT 1 COMMISSIONER
GRETCHEN KAFOURY • DISTRICT 2 COMMISSIONER
RICK BAUMAN • DISTRICT 3 COMMISSIONER
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

MEMORANDUM

TO: Gladys McCoy
Multnomah County Chair

VIA: Duane Zussy, Director
Department of Human Services

FROM: *Bill* Bill Odegaard, Director
Health Division

DATE: June 22, 1990

SUBJECT: Retroactive Intergovernmental *Agreement* with Oregon Department of Education

Retroactive: The county did not receive the contract from the state until June 21, 1990, which is after the inspections started. The state was remiss in sending the contract on time.

Recommendation: The Health Division and the Department of Human Services recommend County Chair approval and County Board ratification of this intergovernmental Revenue Agreement with Oregon Department of Education for the period June 1, 1990 to August 30, 1990.

Analysis: The county sanitarian will perform health and sanitation evaluations of school food preparation facilities operating under the United States Department of Agriculture (USDA) Summer Food Service Program (SFSP) during the summer of 1990 for a maximum of 50 inspections/evaluations at \$20 per inspection. Total revenue will not exceed \$1,000.

Background: This agreement has been renewed annually since 1987.

[7434K/p]

DATE SUBMITTED: 6-6-90

(For Clerk's Use): JUL 19 1990

Meeting Date:

Agenda No.:

R-8

REQUEST FOR PLACEMENT ON THE AGENDA

SUBJECT: NOTICE OF INTENT

INFORMAL ONLY:

(Date)

FORMAL ONLY:

6-21-90

(Date)

DEPARTMENT: Human Services

DIVISION: Health

CONTACT: Gary Oxman

TELEPHONE: ext. 3674

NAME OF PERSON(S) MAKING PRESENTATION TO BOARD: Duane Zussy

BRIEF SUMMARY: The Centers for Disease Control have published notice that applications will be received for Childhood Lead Poisoning grants. These grants are intended to fund local programs for screening children for lead toxicity and for carrying out community education and environmental assessments.

ACTION REQUESTED: INFORMATION ONLY: | | PRELIMINARY APPROVAL: |x|
POLICY DIRECTION: | | APPROVAL: | |

ESTIMATED TIME NEEDED ON AGENDA: 5 minutes

IMPACT: PERSONNEL |x|
FISCAL/BUDGETARY |x|
GENERAL FUND | |
OTHER:

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, OR CO. COMMISSIONER:

Duane Zussy (ac)

BUDGET:

Thomas D. Sp...

PERSONNEL:

Susan Daniel

COUNTY COUNSEL:

N/A

(Ordinances, Resolutions, Agreements, Contracts)

OTHER (Purchasing, Fac. Man., etc.):

{NOTE: IF REQUESTING UNANIMOUS CONSENT, STATE SITUATION REQUIRING EMERGENCY ACTION ON BACK}



MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES
HEALTH DIVISION
426 S.W. STARK STREET, 8TH FLOOR
PORTLAND, OREGON 97204
(503) 248-3674
FAX (503) 248-3676

BOARD OF COUNTY COMMISSIONERS
GLADYS McCOY • CHAIR OF THE BOARD
PAULINE ANDERSON • DISTRICT 1 COMMISSIONER
GRETCHEN KAFOURY • DISTRICT 2 COMMISSIONER
RICK BAUMAN • DISTRICT 3 COMMISSIONER
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

MEMORANDUM

TO: Gladys McCoy
Multnomah County Chair

VIA: Duane Zussy, Director *Duane Zussy (cc)*
Department of Human Services

FROM: *Belle* Odgaard, Director
Health Services Division

DATE: June 8, 1990

SUBJECT: Notice of Intent to Apply for Funds

Recommendation: We recommend that the Board approve the attached notice of intent to apply for funding to carry out a community-based childhood lead poisoning prevention program.

Analysis: The Centers for Disease Control, Atlanta, Georgia, is offering funding to state and local health departments to carry out childhood lead poisoning prevention programs. A total of \$2.5 million has been appropriated for this activity and individual grants are expected to range between \$200,000-\$700,000.

The burdens of lead among children in Multnomah County is unknown at this time. The presence of a significance prevalence of lead poisoning among the county children could have serious implications for the future health of our citizens, particularly in the areas of intellectual and behavioral functioning.

Background: Over the past several years, there has been a recognition that lead exerts toxic effects on the developing nervous system of children at level much lower levels than previously suspected. Previous research performed by the county Health Division in the early 1970's did confirm a significance prevalence of lead levels that would be considered toxic by current standards. More recent simulation research carried out by the Public Health Service and the Environmental Defense Fund has estimated that as many as 15 percent of the children in the city of Portland may have low level lead toxicity.

There have been many environmental changes since the early 1970's which should, in theory, have decreased the potential risk of lead toxicity among our children. Further, the exact sources of our children's lead exposure in the previous study was not fully delineated.

In light of the above, we believe that it is important to examine this problem in a coherent fashion. If funds are awarded, the county would develop the ability to clearly define whether or not there is a problem with lead toxicity among our community's children and to develop methods for addressing this problem.

Attachment

MULTNOMAH COUNTY NOTICE OF INTEREST

TO: BOARD OF COUNTY COMMISSIONERS

DEPARTMENT AND CONTACT PERSON: Gary Oxman, MD

GRANTOR AGENCY: Centers for Disease Control

BEGINNING DATE OF GRANT: September 1, 1990

PROJECT TITLE: Childhood Lead Poisoning

PROJECT DESCRIPTION:

Program for screening children for possible lead toxicity, carrying out community education and environmental assessment.

PROJECT ESTIMATED BUDGET:

Awards will range from \$200,000 to \$700,000. Budget development by the Health Division is pending Board Action, and will be in \$250,000 range. Full indirect recovery will be allowed.

EXPLANATION OF LOCAL SHARE: (Explain indirect costs, hard match, etc.)

No hard match required.

SPECIFY REPORTING / BILLING REQUIREMENTS OF GRANTOR AND WHO REPORTS:
FINANCE DIVISION DEPARTMENT x IF DEPT. INDICATE REASONS:

Normal Operating Procedure

GRANT DURATION AND FUTURE RATIO: (Indicate amount of County match per year):

Five Year Grant. Continued County Lead prevention activities would following grant expiration would be expected.

ADVANCE REQUESTED x YES NO IF NOT, INDICATE REASONS:

PERSONNEL DETAIL

FULL TIME	FRINGE	TOTAL
78,300	26,118	104,418

Budget planning not yet performed. Anticipated positions would include a project officer, research associate, and outreach workers.

EXPLAIN MATERIALS AND SERVICES AND CAPITAL EXPENDITURES WITH TOTAL DOLLAR AMOUNTS:

Grant would include full supporting materials and services. Funding for community agencies and media development would be included. \$101,890

COMMENTS:

GRANT MANAGER

Tombond 6/8/90
(signature) (date)

BUDGET AND PLANNING DIVISION

Thom S. Sym 6/29/90
(signature) (date)

FINANCE DIVISION

Jan Hazelac 6/29/90
(signature) (date)

PERSONNEL DIVISION

Susan Daniel 6/29/90
(signature) (date)

DEPARTMENT DIRECTOR

Deane Zussler 6/8/90
(signature) (date)

DATE SUBMITTED: 6-6-90

(For Clerk's Use):
Meeting Date: JUL 19 1990
Agenda No.: R-8

REQUEST FOR PLACEMENT ON THE AGENDA

SUBJECT: NOTICE OF INTENT

INFORMAL ONLY:

(Date)

FORMAL ONLY:

6-21-90
(Date)

DEPARTMENT: Human Services

DIVISION: Health

CONTACT: Gary Oxman

TELEPHONE: ext. 3674

NAME OF PERSON(S) MAKING PRESENTATION TO BOARD: Duane Zussy

BRIEF SUMMARY: The Centers for Disease Control have published notice that applications will be received for Childhood Lead Poisoning grants. These grants are intended to fund local programs for screening children for lead toxicity and for carrying out community education and environmental assessments.

ACTION REQUESTED: INFORMATION ONLY: | | PRELIMINARY APPROVAL: |x|
POLICY DIRECTION: | | APPROVAL: | |

ESTIMATED TIME NEEDED ON AGENDA: 5 minutes

IMPACT: PERSONNEL |x|
FISCAL/BUDGETARY |x|
GENERAL FUND | |
OTHER:

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, OR CO. COMMISSIONER: *Duane Zussy (as)*

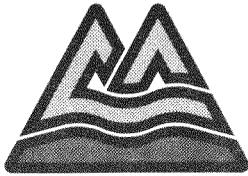
BUDGET: *Thos D. Sp...* PERSONNEL: *Susan Daniel*

COUNTY COUNSEL: *N/A*
(Ordinances, Resolutions, Agreements, Contracts)

OTHER (Purchasing, Fac. Man., etc.):

RATIFIED
Multnomah County Board
of Commissioners
7-19-90 R-8

{NOTE: IF REQUESTING UNANIMOUS CONSENT, STATE SITUATION REQUIRING EMERGENCY ACTION ON BACK}



MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES
HEALTH DIVISION
426 S.W. STARK STREET, 8TH FLOOR
PORTLAND, OREGON 97204
(503) 248-3674
FAX (503) 248-3676

BOARD OF COUNTY COMMISSIONERS
GLADYS McCOY • CHAIR OF THE BOARD
PAULINE ANDERSON • DISTRICT 1 COMMISSIONER
GRETCHEN KAFOURY • DISTRICT 2 COMMISSIONER
RICK BAUMAN • DISTRICT 3 COMMISSIONER
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

MEMORANDUM

TO: Gladys McCoy
Multnomah County Chair

VIA: Duane Zussy, Director *Duane Zussy (cc)*
Department of Human Services

FROM: *Belle* Billie Odegaard, Director
Health Services Division

DATE: June 8, 1990

SUBJECT: Notice of Intent to Apply for Funds

Recommendation: We recommend that the Board approve the attached notice of intent to apply for funding to carry out a community-based childhood lead poisoning prevention program.

Analysis: The Centers for Disease Control, Atlanta, Georgia, is offering funding to state and local health departments to carry out childhood lead poisoning prevention programs. A total of \$2.5 million has been appropriated for this activity and individual grants are expected to range between \$200,000-\$700,000.

The burdens of lead among children in Multnomah County is unknown at this time. The presence of a significance prevalence of lead poisoning among the county children could have serious implications for the future health of our citizens, particularly in the areas of intellectual and behavioral functioning.

Background: Over the past several years, there has been a recognition that lead exerts toxic effects on the developing nervous system of children at level much lower levels than previously suspected. Previous research performed by the county Health Division in the early 1970's did confirm a significance prevalence of lead levels that would be considered toxic by current standards. More recent simulation research carried out by the Public Health Service and the Environmental Defense Fund has estimated that as many as 15 percent of the children in the city of Portland may have low level lead toxicity.

There have been many environmental changes since the early 1970's which should, in theory, have decreased the potential risk of lead toxicity among our children. Further, the exact sources of our children's lead exposure in the previous study was not fully delineated.

In light of the above, we believe that it is important to examine this problem in a coherent fashion. If funds are awarded, the county would develop the ability to clearly define whether or not there is a problem with lead toxicity among our community's children and to develop methods for addressing this problem.

Attachment

[7324K-m]

MULTNOMAH COUNTY NOTICE OF INTEREST

TO: BOARD OF COUNTY COMMISSIONERS

DEPARTMENT AND CONTACT PERSON: Gary Oxman, MD

GRANTOR AGENCY: Centers for Disease Control

BEGINNING DATE OF GRANT: September 1, 1990

PROJECT TITLE: Childhood Lead Poisoning

PROJECT DESCRIPTION:

Program for screening children for possible lead toxicity, carrying out community education and environmental assessment.

PROJECT ESTIMATED BUDGET:

Awards will range from \$200,000 to \$700,000. Budget development by the Health Division is pending Board Action, and will be in \$250,000 range. Full Indirect recovery will be allowed.

EXPLANATION OF LOCAL SHARE: (Explain indirect costs, hard match, etc.)

No hard match required.

SPECIFY REPORTING / BILLING REQUIREMENTS OF GRANTOR AND WHO REPORTS:
FINANCE DIVISION DEPARTMENT x IF DEPT. INDICATE REASONS:

Normal Operating Procedure

GRANT DURATION AND FUTURE RATIO: (Indicate amount of County match per year):

Five Year Grant. Continued County Lead prevention activities would following grant expiration would be expected.

ADVANCE REQUESTED x YES NO IF NOT, INDICATE REASONS:

PERSONNEL DETAIL

FULL TIME	FRINGE	TOTAL
78,300	26,118	104,418

Budget planning not yet performed. Anticipated positions would include a project officer, research associate, and outreach workers.

EXPLAIN MATERIALS AND SERVICES AND CAPITAL EXPENDITURES WITH TOTAL DOLLAR AMOUNTS:

Grant would include full supporting materials and services. Funding for community agencies and media development would be included. \$101,890

COMMENTS:

GRANT MANAGER

Tombork 6/8/90
(signature) (date)

BUDGET AND PLANNING DIVISION

Thomas D. Sym 6/29/90
(signature) (date)

FINANCE DIVISION

Karl Hzelac 6/29/90
(signature) (date)

PERSONNEL DIVISION

Susan Daniel 6/29/90
(signature) (date)

DEPARTMENT DIRECTOR

Deane Zussylac 6/8/90
(signature) (date)

DATE SUBMITTED 6-19-90

(For Clerk's Use)
Meeting Date JUL 19 1990
Agenda No. R-9

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: Notice of Intent

Informal Only* _____
(Date)

Formal Only _____
(Date)

DEPARTMENT Human Services DIVISION Social Services/YPO

CONTACT Michael Morrissey TELEPHONE 248-3565

*NAME(S) OF PERSON MAKING PRESENTATION TO BOARD Michael Morrissey

BRIEF SUMMARY Should include other alternatives explored, if applicable, and clear statement of rationale for the action requested.

A grant application, initiated through the Youth Program Office, will be submitted to the Oregon Youth Conservation Corps for partial funding of the Civic Action Team Project. Civic Action Teams is a program designed to blend community improvement project together with positive youth employment experiences. Youth will be between the age of 18 and 23 and will work on civic improvement projects through out the community.

(IF ADDITIONAL SPACE IS NEEDED, PLEASE USE REVERSE SIDE)

ACTION REQUESTED:

INFORMATION ONLY PRELIMINARY APPROVAL POLICY DIRECTION RATIFICATION

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA Five Minutes

IMPACT:

PERSONNEL

FISCAL/BUDGETARY

- General Fund

Other _____

RATIFIED
Multnomah County Board
of Commissioners

7-19-90 R-9

RECEIVED
MAY 19 1990
MULNOMAH COUNTY BOARD OF COMMISSIONERS

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: Duane Zussy (as)

BUDGET / PERSONNEL Tom Sampa Gerald W. Bille

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) _____

OTHER _____
(Purchasing, Facilities Management, etc.)

NOTE: If requesting unanimous consent, state situation requiring emergency action on back.

MULTNOMAH COUNTY NOTICE OF INTENT

DATE: June 19, 1990

TO: BOARD OF COUNTY COMMISSIONERS

DEPARTMENT AND CONTACT PERSON: Dept. of Human Services/Social Services Div. Youth Program Office/ Michael Morrissey

GRANTOR AGENCY: Oregon Youth Conservation Corps

BEGINNING DATE OF GRANT:

PROJECT TITLE: Civic Action Teams

PROJECT DESCRIPTION/GOALS: The Civic Action Teams Program will work with teams of young people between the ages of 18 and 23 for the combined purpose of community development and youth achievement. Work opportunities will encourage leadership, community involvement and education through civic service projects. Program operations are expected to begin in the September of 1990. Team members will work 32 hours a week and participate in 8 hours of education per week.

		Direct/Indirect	
PROJECT ESTIMATED BUDGET:	FEDERAL SHARE	\$ _____ / _____	_____ %
	STATE SHARE	\$ <u>49,652.00 / 348.00</u>	<u>\$50,000.00</u> %
	LOCAL SHARE	\$ _____ / _____	_____ %
	TOTAL	\$ _____ / _____	<u>50,000.00</u> %

EXPLANATION OF LOCAL SHARE: (explain indirect costs, hard-match, in-kind, etc.)

Indirect fees collected at .7% which equals a total of \$348.00

SPECIFY REPORTING AND/OR BILLING REQUIREMENTS OF GRANTOR AND WHO REPORTS: FINANCE _____ DEPARTMENT YPO IF DEPT. REPORTS, INDICATE REASONS

Pass through funds to the Youth Program Office to Janis Youth program for Civic Action Teams.

GRANT DURATION AND FUTURE RATIO: (INDICATE AMOUNT OF COUNTY MATCH PER YEAR)

Initial grant duration will be one year with anticipation of annual renewal.

ADVANCE REQUESTED yes YES _____ NO, IF NOT INDICATE REASON.



MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES
YOUTH PROGRAM OFFICE
426 S.W. STARK ST., SIXTH FLOOR
PORTLAND, OREGON 97204
(503) 248-3565
FAX NUMBER 248-3379

CHILDREN AND
YOUTH SERVICES
COMMISSION

Memorandum

To: Gladys McCoy
Multnomah County Chair

Via: Duane Zussy *Duane Zussy (cc)*
Director, Department of Human Services

From: Gary Smith *GS*
Director, Social Services

Date: June 19, 1990

Subject: Notice of Intent

Recommendation: Social Services Division recommends approval of a Notice of Intent for a grant application to the Oregon Youth Conservation Corps. The grant period is September through August with the possibility of annual renewal.

Analysis: The grant application, initiated by the Youth Program Office, will be submitted to the Oregon Youth Conservation Corps. The request will make available the sum of \$50,000.00, including indirect fees, for the Civic Action Teams Project. These funds will augment known FY '90-'91 revenues of \$75,000. A fully operational Civic Action Team program will require a budget of \$851,183.00 which will be secured through fee-for-service contracts, corporate donations, foundation support and currently available planning grant dollars from Public Private Ventures, the City of Portland and Multnomah County. The Youth Program Office is managing this project which has a steering committee made up of public and private citizens.

Background: The Civic Action Teams Program has been designed to blend community service together with youth employment projects. Youth will be organized in teams through out the community and will participate in work experiences designed to enhance the development of leadership skills, civic involvement, education and community awareness. Team members will spend a total of 32 hours of work per week on specific projects and will be expected to be involved in 8 hours of individualized education. It is anticipated that the project will have 30 youth enrolled as part of three individual teams by September 30, 1990.

The Youth Program Office is serving as manager and project planner for the Civic Action Teams. Initial program development began through a series of planning grants from Public Private Ventures. Program management will ultimately be contracted through the Youth Program Office to a private non-profit agency for on-going development and oversight. The ultimate goal is for the Civic Action Team program to be its own, independent, private non-profit agency.

DATE SUBMITTED _____

(For Clerk's Use)
Meeting Date JUL 12 1990
Agenda No. R-9

REQUEST FOR PLACEMENT ON THE AGENDA JUL 19 1990
Resolution re: Multnomah County's R-10
Subject: Participation in Maclaren Downsizing

Informal Only* _____
(Date)

Formal Only July 12, 1990
(Date)

DEPARTMENT Human Services DIVISION Juvenile Justice

CONTACT Harold Ogburn TELEPHONE 248-3460

*NAME(S) OF PERSON MAKING PRESENTATION TO BOARD Duane Zussy/Harold Ogburn

BRIEF SUMMARY Should include other alternatives explored, if applicable, and clear statement of rationale for the action requested.

Resolution would authorize Multnomah County to enter into an agreement with the State of Oregon, Children's Services Division for use of \$1.1 million in State funds for the County's Youth Gang Demonstration Program for FY 1990-91. Specifies intention to seek a continued partnership as long as both parties agree services are enhanced and no inequitable financial burden is placed on Multnomah County.

(IF ADDITIONAL SPACE IS NEEDED, PLEASE USE REVERSE SIDE)

ACTION REQUESTED:

INFORMATION ONLY PRELIMINARY APPROVAL POLICY DIRECTION APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 10 minutes

IMPACT:

PERSONNEL

FISCAL/BUDGETARY

General Fund

Other _____

Resol. 90-110

1990 JUL -3 AM 10:03
CLERK OF COUNTY COMMISSIONER
MULTNOMAH COUNTY
OREGON

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: Duane Zussy (ac)

BUDGET / PERSONNEL /

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) Sandra Duff

OTHER _____
(Purchasing, Facilities Management, etc.)

NOTE: If requesting unanimous consent, state situation requiring emergency action on back.



MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES
7th FLOOR J. K. GILL BUILDING
426 S.W. STARK STREET
PORTLAND, OREGON 97204
(503) 248-3782

BOARD OF COUNTY COMMISSIONERS
GLADYS McCOY • CHAIR OF THE BOARD
PAULINE ANDERSON • DISTRICT 1 COMMISSIONER
GRETCHEN KAFOURY • DISTRICT 2 COMMISSIONER
RICK BAUMAN • DISTRICT 3 COMMISSIONER
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

MEMORANDUM

TO: Commissioner Rick Bauman

FROM: Duane Zussy, Director *Duane Zussy*
Department of Human Services

DATE: June 12, 1990

SUBJECT: Draft Resolution to Accompany Board Action on the Proposed
Downsizing Agreement from Children's Services Division

Pursuant to your request, we have prepared the attached draft resolution for the Board's consideration when, in the near future, you consider possible adoption of the proposed Downsizing Agreement from CSD.

Hopefully, this language will accomplish your intent. If not, please let me know the areas where we need to make further changes. Otherwise, we will schedule this item to be heard at the same time the Revenue Agreement comes before you.

Thank you for your continuing interest in this matter.

cc: Chair McCoy
Commissioner Anderson
Commissioner Kelley
Commissioner Kafoury
Clerk of the Board

1990 JUN 13 11:20
MULTNOMAH COUNTY
CLERK OF THE BOARD

justice and Multnomah County is not singled out for unique costs-sharing arrangements with the State which inequitably burden the citizens of this County.

ADOPTED this 19th day of July, 1990.



MULTNOMAH COUNTY, OREGON

By Gladys McCoy
Gladys McCoy, County Chair

REVIEWED;

LAURENCE KRESSEL, County Counsel
for Multnomah County, Oregon

By Sandra Duff

DATE SUBMITTED _____

(For Clerk's Use)

Meeting Date JUL 12 1990

Agenda No. R-10

(2)

REQUEST FOR PLACEMENT ON THE AGENDA

JUL 19 1990

R-11

Subject: Childrens Services Division Agreement

Informal Only* _____
(Date)

Formal Only _____
(Date)

DEPARTMENT Human Services DIVISION Juvenile Justice

CONTACT Harold Ogburn TELEPHONE 248-3460

*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Duane Zussy/Harold Ogburn

BRIEF SUMMARY Should include other alternatives explored, if applicable, and clear statement of rationale for the action requested.

This Agreement enables the Division to further develop its services directed towards decreasing youth gang-related incidents and gang membership in the Portland area.

(IF ADDITIONAL SPACE IS NEEDED, PLEASE USE REVERSE SIDE)

ACTION REQUESTED:

INFORMATION ONLY PRELIMINARY APPROVAL POLICY DIRECTION APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 15 Minutes

IMPACT: Increase Revenue to Federal State by \$1,100,000.

PERSONNEL

FISCAL/BUDGETARY

General Fund

Other _____

RATIFIED
Multnomah County Board
of Commissioners

7-19-90 R-11

CLERK OF COUNTY BOARD
JUL 19 1990
MULTNOMAH COUNTY
OREGON

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: Duane Zussy

BUDGET / PERSONNEL /

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) Sandra Duffy

OTHER _____
(Purchasing, Facilities Management, etc.)

NOTE: If requesting unanimous consent, state situation requiring emergency action on back.



MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES
JUVENILE JUSTICE DIVISION
1401 N.E. 68th
PORTLAND, OREGON 97213
(503) 248-3460

BOARD OF COUNTY COMMISSIONERS
GLADYS McCOY • CHAIR OF THE BOARD
PAULINE ANDERSON • DISTRICT 1 COMMISSIONER
GRETCHEN KAFOURY • DISTRICT 2 COMMISSIONER
RICK BAUMAN • DISTRICT 3 COMMISSIONER
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

MEMORANDUM

TO: Gladys McCoy, Chair
Multnomah County Council

VIA: Duane Zussy, Director *Duane Zussy (cc)*
Department Human Services

FROM: Harold Ogburn, Director *Harold Ogburn 6/27/90*
Juvenile Justice Division

DATE: June 26, 1990

SUBJECT: APPROVAL OF INTERGOVERNMENTAL AGREEMENT WITH CHILDREN'S
SERVICE DIVISION

Retroactivity: see below

Recommendation: The Juvenile Justice Division recommends the Board of Commissioners approval of an Intergovernmental Agreement with the State of Oregon Department of Human Resources, Children's Services Division, in the amount of \$1,100,000.

Analysis: This agreement expands the County's Gang Resource Intervention Team by providing funding for Personnel, Support Services, the House of Umoja, and the Thirty-Day Residential Treatment Program.

Background: As consideration for the services provided by the Division during the period beginning July 1, 1990 and ending June 30, 1991, the State will pay by check(s) an amount not to exceed \$1,100,000

Retroactivity: This contract was only received this week due to delays in Salem in receiving final dollar amounts; therefore, it was not possible to obtain Board approval prior to the effective date.



CONTRACT APPROVAL FORM
(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # _____

Amendment # _____

<p style="text-align: center;">CLASS I</p> <input type="checkbox"/> Professional Services under \$10,000	<p style="text-align: center;">CLASS II</p> <input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<p style="text-align: center;">CLASS III</p> <input checked="" type="checkbox"/> Intergovernmental Agreement <p style="text-align: center; font-size: 1.2em;">RATIFIED</p> <p style="text-align: center;">Multnomah County Board of Commissioners</p>
--	--	--

Contact Person Harold Ogburn Phone 248-3460 Date 06/26/90

Department DHS Division Juvenile Bldg/Room 311

Description of Contract This Agreement enables the Juvenile Justice Division to further develop its services directed to decreasing youth gang-related incidents and gang membership in the Portland area.

RFP/BID # _____ Date of RFP/BID _____ Exemption Exp. Date _____

ORS/AR # _____ Contractor is MBE WBE QRF

Contractor Name Childrens Services Division
 Mailing Address 198 Commercial St. SE
Salem, Or 97310-0450
 Phone (503) 378-3542

Employer ID # or SS # _____

Effective Date July 01, 1990

Termination Date June 30, 1991

Original Contract Amount \$1,100,000

Amount of Amendment \$ _____

Total Amount of Agreement \$1,100,000

Payment Term

Lump Sum \$ _____

Monthly \$91,666.00

Other \$ _____

Requirements contract - Requisition required.

Purchase Order No. _____

Requirements Not to Exceed \$ _____

REQUIRED SIGNATURES:

Department Manager _____

Date _____

Purchasing Director _____
(Class II Contracts Only)

Date _____

County Counsel Sandra Duffy

Date 6-29-90

County Chair/Sheriff _____

Date _____

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT	\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
02.	156	010	2500						new Revenue	1,100,000	
03.											

INSTRUCTIONS ON REVERSE SIDE

WHITE - PURCHASING

CANARY - INITIATOR

PINK - CLERK OF THE BOARD

GREEN - FINANCE



MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES
JUVENILE JUSTICE DIVISION
1401 N.E. 68th
PORTLAND, OREGON 97213
(503) 248-3460

BOARD OF COUNTY COMMISSIONERS
GLADYS McCOY • CHAIR OF THE BOARD
PAULINE ANDERSON • DISTRICT 1 COMMISSIONER
GRETCHEN KAFOURY • DISTRICT 2 COMMISSIONER
RICK BAUMAN • DISTRICT 3 COMMISSIONER
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

MEMORANDUM

TO: Gladys McCoy, Chair
Multnomah County Council

VIA: Duane Zussy, Director
Department Human Services

FROM: Harold Ogburn, Director *Harold Ogburn*
Juvenile Justice Division *12/24*

DATE: June 26, 1990

SUBJECT: APPROVAL OF INTERGOVERNMENTAL AGREEMENT WITH CHILDREN'S
SERVICE DIVISION

Recommendation: The Juvenile Justice Division, recommends the Board of Commissioners approval of an Intergovernmental Agreement with the State of Oregon Department of Human Resources, Children's Services Division in the amount of \$1,100,000.

Analysis: This agreement expands the County's Gang Resource Intervention Team, by providing funding for Personnel, Support Services, the House of Umoja, and the Thirty Day Residential Treatment Program.

Background: As consideration for the services provided by the Division during the period beginning July 1, 1990 and ending June 30, 1991, the State will pay by check(s), an amount not to exceed \$1,100,000

INTER-GOVERNMENTAL AGREEMENT

CSD Agreement Number: 0-218

Date: June 21, 1990

This agreement between the State of Oregon, Department of Human Resources, Children's Services Division, hereinafter referred to as the "Division" and

MULTNOMAH COUNTY BOARD OF COMMISSIONERS

hereinafter referred to as the "Contractor" begins July 1, 1990 and ends June 30, 1991, and includes the following which are attached hereto:

<u>Document</u>	<u>Pages</u>
SCHEDULE	6
GENERAL PROVISIONS	7
EXHIBIT I	4
EXHIBIT II	1
EXHIBIT III	1

THIS CONTRACT CONSTITUTES THE ENTIRE CONTRACT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS CONTRACT 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 CONTRACT.

CONTRACTOR, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS CONTRACT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

NOTE: This contract has been prepared prior to the July meeting of the Oregon Legislative Emergency Board granting to the Division authorization and appropriating the funds to the Division. This contract will become effective as of July 1, 1990 and will be binding on both parties as the legislative authorization is granted.

REVIEWED BY CONTRACTS OFFICER: Deann B. Orton Date: 6/21/90

APPROVED FOR LEGAL SUFFICIENCY: Del H. Hornum, ASST. A.G., DATE: 6/22/90

AGREED: Contractor's Name & Address
MULTNOMAH COUNTY BOARD OF
COMMISSIONERS
1401 N.E. 68th
Portland, Oregon 97213

AGREED: CHILDREN'S SERVICES DIVISION
By _____
Date _____
BUDGET: 89-91

By _____
Date _____

Gladys McCoy, Chair
Multnomah County, Oregon

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly appointed officers the date first written above.

MULTNOMAH COUNTY, OREGON

By Harold Ogburn
Director, Juvenile Justice Division

Date 6/27/90

By [Signature]
Program Manager

Date 6/27/90

REVIEWED:

[Signature]
LAURENCE KRESSEL
County Counsel for
Multnomah County, Oregon

Date 6-29-90

SCHEDULE

CONTRACTOR: Multnomah County Board of Commissioners DATE: June 21, 1990

I. Definitions

- A. Training School means MacLaren School for Boys, Hillcrest School of Oregon, Camp Tillamook, Camp Hilgard, Camp Florence, Corvallis House and Picture House.
- B. Designated Gang Beds at MacLaren Legislative action in September 1988 funded 40 additional beds for the youth committed to the training school who were gang affiliated.
- C. County Diversion Program is that array of services provided by the County using State down-sizing funds to youth under the jurisdiction of the County Juvenile Court, to maintain them in the community and reduce/sustain the rate of commitment to the state training school based on the county risk population ages 0 to 17 years of age.
- D. Community Programs means those programs serving delinquent youth including Division diversion programs and youth care centers, as well as programs developed in accord with approved County Diversion Plans.
- E. Restricted Funds are Division funds, including any interest accrued thereon, expendable only for costs identified in this contract.
- F. Surplus Funds are that excess of restricted Division funds remaining after approved expenses have been deducted.
- G. Administrative costs are those support service costs incurred in provision of the services required by this contract by County government organizational units other than the juvenile department. Included in administrative costs are such things as payroll administration costs, accounting services, and indirect overhead expenses.

II. Services

A. The Contractor agrees to provide the following services directed to decreasing youth gang-related incidents and gang membership in the Portland area:

1. Gang Resource Intervention Team (GRIT) The Contractor will expand their "GRIT" team operation by five (5) Counselors, two (2) Trackers, one (1) Supervisor and one (1) Office Assistant Support position. The team's objectives are:

- a) Address internal/external communication between Juvenile Court units and law enforcement relative to youth gang members under the Court's jurisdiction.
- b) Increase the Juvenile Court's ability to implement gang intervention strategies, programs and activities, particularly in conjunction with those law enforcement agencies charged with dealing with the gang population.
- c) Develop coordinated services and treatment plans that are gang-specific and focus on decreasing involvement in illegal gang activities and behavior.
- d) Development and implementation of gang-specific intervention curriculum that focuses on reducing gang involvement, recruitment efforts, and providing positive alternatives to gang involvement.
- e) Develop specific intervention curriculum for gang-involved youth held in detention facilities.

The "GRIT" team will develop information on gang trends, activities and on-street monitoring. Develop a computer software program that will allow street officers to determine probation status and probation conditions of youth gang members. Develop and implement a street law skill development curriculum that orients itself to active gang-involved youth.

2. House of Umoja The County will work cooperatively with the Portland African-American community in the development and operation of a residential program offering a home environment to youthful gang members who are otherwise unable to remain at home and are not accepted into other community-based treatment programs. The program will serve boys ages 15 to 18 years of age, providing them with the unique living mileiu while offering

individual counseling, employment, recreational, and educational opportunities. The projected length of stay is six months to one year.

3. Thirty-Day Residential Program The third component is a 30-day secure treatment program operated out of the Donald E. Long Juvenile Detention Home.

- a) This program will be targeted for youth who are exhibiting out-of-control behaviors and cannot be contained in the community without sufficient constraint and controls.
- b) The youth must be adjudicated and/or currently on probation.
- c) The purpose is to provide an intermediate treatment resource for youth who are a threat to the community and cannot be maintained in residential facilities. It is expected to serve 340 youth during a one year operation.

III. Reports this project is closely aligned with and should be viewed as a component of the Community Alternative Program. Contractor agrees to abide by the following Discretionary Bed Space Limitation at the state training school during the term of this contract:

- 1. No more than 82 children on any given day.
- 2. Currently there are 54 gang-affiliated youth committed to MacLaren School from Multnomah County. With the resources of this contract going into the Portland area specifically to address the gang problem, it is agreed that the level of gang-affiliated youth in the close custody system committed from Multnomah County will be reduced by the following schedule:

<u>Month</u>	<u>#</u> <u>reduced</u>	<u>#</u> <u>Remaining</u> <u>at MacLaren</u>
a) August 1st	4	50
b) September 1st	4	46
c) October 1st	3	43
d) November 1st	3	40
e) December 1st	4	36

It is agreed that from December 1990 on there will be no more than 36 ~~(gang affiliated) youth occupying (gang designated) beds in close custody at any one time committed to McLaren who are gang affiliated.~~ ^{System} *Custody at one time. D1*

3. The county will collect the information on each youth served by the Project and a "Quarterly High Risk Client Report" will be submitted along with your billings for payment. (See Attachment #2)

IV. Consideration

- A. As consideration for the services provided by the Contractor during the period beginning July 1, 1990 and ending June 30, 1991, the Division will pay to the Contractor by check(s), an amount not to exceed \$1,100,000, paid as follows:
 1. An amount not to exceed \$319,057 paid at the rate of \$26,588 per month for the establishment and operation of the special staff and activities known as the "GRIT" team to increase the County Juvenile Justice Division and law enforcement abilities to implement gang intervention strategies, programs to improve on-street monitoring, close supervision of gang youth on probation, and develop and implement a 12-week course to assist the gang youth to develop better community skills and sense of responsibility, anger management, and value clarification.
 2. An amount not to exceed \$157,680.00 paid at the rate of \$13,140.00 per month for the operation of the House of Umoja, a special residential/treatment facility for gang youth between the ages of 15 to 18 years of age.
 3. An amount not to exceed \$623,263.00 paid at the rate of \$51,938.00 per month for the establishment and operation of a 30 day secure residential/treatment facility to serve 340 gang youth from the Portland area, to prevent their commitment to the State Training School.
- B. It is agreed that the amount to be paid under this contract, is contingent upon the State Legislative Emergency Board approving of these funds and making an appropriation to the Division in the amount of \$1,100,000. If such action is not taken, this contract is automatically terminated, on July 13, 1990, and any funds transmitted to Multnomah County prior to that date shall be refunded.

- C. It is agreed that the amount to be paid under this contract may be changed by the Division as the result of Legislative action. The Division shall provide the Contractor written notice of any such change in payment.
- D. Payment will be made by the Division to the Contractor, on or before the 1st of the month following the month in which services are provided, subject to receipt of the billing described in V. Billing, below.
- E. The funds paid by the Division to the Contractor under this contract are restricted funds. The Contractor agrees to expend the contract funds strictly in accordance with the terms of this contract.
- F. It is agreed that the Contractor may not expend more than 7.5% of the funds paid under this contract for administrative costs in support of the provision of the services required by this contract.
- G. The Division reserves the right to periodically audit and review the actual expenses of the Contractor for the following purposes:
1. To document the relation between the Contractor's budget contained in the approved project budget which is attached and made a part of this contract and the amounts spent by the Contractor.
 2. If it is determined from the Contractor's expense statements or the audits referred to above that the Contractor has made expenditures from the funds under this Contract for costs which are not allowable under the contract or have not been approved by the Division, the Contractor agrees to promptly refund the monies so expended to the Division upon request.
- G. If it is determined, from the Contractor's expense statements or the audits referred to above, that funds remain at the end of the contract term after approved expenses have been deducted from restricted funds paid under this contract, such funds shall remain restricted and used to provide services during the subsequent contract periods.
- The Contractor agrees that if this contract is terminated prior to the contract term ending date, or if immediately following expiration of this contract the Division and the Contractor do not

enter into a subsequent contract for the services herein contracted, the Contractor will promptly refund these surplus restricted funds.

H. If the Contractor fails to comply with the provisions of Sections D., E., F., and G., above, the Division may invoke the remedies available to it under General Provision clauses entitled, "Remedies" and "Recovery of Overpayments."

V. Billing

The Contractor shall utilize the CSD 1017 and 1017-A 'High Risk Client Report' or similar forms provided by the Division, for the purpose of billing for services under this contract. Billings shall be submitted by the 10th of each month to:

Office of Juvenile Corrections Services, Children's Services Division,
198 Commercial St. S.E., Salem, OR 97310.

GENERAL PROVISIONS

1. Extent of Agreement

This contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this contract, shall be deemed to exist or to bind any of the parties hereto.

2. Captions

The captions or headings in this agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provision of this agreement.

3. Payment as Sole Monetary Obligation of the Division

The contractor is engaged as an independent contractor. Payment as provided herein shall be the sole monetary obligation of the Division. Unless otherwise specified, the responsibility for payment of all operating costs, federal, state, county or city taxes/assessments and any other charges imposed by law upon employers shall be the sole responsibility of the Contractor.

4. Licensing and Program Standards

The Contractor agrees to comply with all applicable state, county and municipal standards for licensing, certification and operation of required facilities, and any other standards or criteria described in this contract and its attachments.

5. Program Responsibility, Eligibility and Case Planning

The Division, through its branch offices, is responsible for determining the nature and extent of and eligibility for service for all children for whom the Division purchases services under this contract. The Division shall assign a staff person to be a liaison with the Contractor. The Contractor agrees to include the assigned Division staff person in making decisions regarding planning for children, changes in location of each child, visits by a child to home or other community settings, and plans for termination of services to each child. The Contractor agrees to notify the Division staff person of any significant events which may alter the services planned, including, but not limited to, a child's running away or serious illness.

6. Contractor-Client Relationship

The Contractor will establish a system through which a child and the child's parents or guardian may present grievances about the operation of the Contractor's service program. At the time arrangements are made for the Contractor's services, the Contractor will advise the child and

parents or guardian of this provision. The Contractor shall notify the Division of all unresolved grievances.

7. Safeguarding of Client Information

The use or disclosure by any party of any information concerning a recipient of services purchased under this contract, for any purpose not directly connected with the administration of the Division's or the Contractor's responsibilities with respect to such purchased services, is prohibited, except on written consent of the Division, or if the Division is not the recipient's guardian, on written consent of the recipient's responsible parent, guardian, or attorney.

8. Equal Rights

The Contractor agrees to comply with all applicable requirements of Federal and State Civil Rights and Rehabilitation statutes, rules, and regulations.

9. Fiscal Responsibility, Records, Controls, Reports and Monitoring Procedures

The Contractor agrees to establish and exercise such controls as are necessary to assure full compliance with federal regulations and the Division's guidelines on allowable use of funds paid by the Division under this contract.

The Contractor agrees to maintain fiscal records consistent with accepted accounting practices and controls, which will properly reflect all direct and indirect costs and funds expended in the performance of this contract, and all revenue received for programs under this contract. The Contractor shall make these records available at reasonable times upon request to state and federal personnel, and other persons authorized by the Division.

The Contractor agrees to collect financial statistics on a regular basis and to make financial reports at times and in the form prescribed by the Division.

10. Program Records, Controls, Reports and Monitoring Procedures

The Contractor agrees to maintain program records including statistical records, and to provide program records to the Division at times and in the form prescribed by the Division. The Contractor agrees to establish and exercise such controls as are necessary to assure full compliance with the program requirements of this contract. The Contractor also agrees that a program and facilities review (including meetings with consumers, review of service records, review of policy and procedures, review of staffing ratios and job descriptions, and meetings with any staff directly or indirectly involved in the provision of services) may be conducted at any reasonable time by state and federal personnel and other persons authorized by the Division.

11. Retention of Records

The Contractor agrees to retain all books, records, and other documents relevant to this contract for three years after final payment is made under the contract or all pending matters are closed, whichever is later. If an audit, litigation or other action involving the contract is started before the end of the three-year period, the records shall be retained until all issues arising out of the action are resolved or until the end of the three year period, whichever is later. The Division, a Federal funding agency, the Comptroller of the United States, the Secretary of State of the State of Oregon, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Contractor which are pertinent to the program(s) under this contract, for the purpose of making audits, examinations, excerpts and transcriptions. The Contractor agrees to include this provision in any Subcontracts which may be authorized.

12. Indemnification and Insurance

Contractor agrees that it is an independent contractor and not an agent of the Division. The Contractor and the Division shall not be responsible for any legal liability, loss, damages, costs and expenses arising in favor of any person, on account of personal injuries, death, or property loss or damage occurring, growing out of, incident to, or resulting directly or indirectly from the acts or omissions of the other party under this agreement.

Both the Division and the Contractor shall obtain, and at all times keep in effect, comprehensive liability insurance and property damage insurance covering each respective party's own acts and omissions under this agreement. Contractor may satisfy these requirements in any manner allowed by ORS 30.282. The Division shall satisfy this requirement through the Liability Fund established under ORS 278.100. Such liability insurance, whatever the form, shall be in an amount not less than the limits of public body tort liability specified in ORS 30.270. In the event of unilateral cancellation or restriction by the insurance company of the Contractor's insurance policy referred to in this paragraph, the Contractor shall immediately notify the Division verbally and in writing.

As evidence of the insurance coverages required by this contract, and prior to the execution of this contract, the Contractor shall furnish a certificate of insurance to Children's Services Division, ATTN: Contracts Manager, at 198 Commercial Street, S.E., Salem, OR 97310. The certificate form to be completed by the Contractor's insurer will be maintained in the Division's file of this contract.

There shall not be any cancellation, material changes or failure to renew such insurance policy (policies) without 30 days prior notice to the Division.

13. Workers Compensation Insurance - ORS Chapter 656

The Contractor, its subcontractors, if any, and all employers working under this Agreement/Contract are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers.

14. Subcontracting

Unless subcontracting is authorized elsewhere in the contract, the Contractor shall not enter into any subcontracts for any of the work contemplated under this contract without obtaining prior written approval from the Division, which approval shall be attached to the original contract. Prior written approval shall not be required for the purchase by the Contractor of articles, supplies and services which are incidental but necessary for the performance of the work required under this contract (e.g., facilities maintenance). Approval by the Division of a subcontract shall not result in any obligations of the Division in addition to the agreed rates of payment and total consideration. Any subcontracts which the Division may authorize shall contain all requirements of this contract, and the Contractor shall be responsible for the performance of the subcontractor.

15. Renegotiation or Modification

Any alterations, variations, modifications to or waivers of provisions of this contract shall be valid only when they have been reduced to writing, duly signed, and approved by the Contractor and the Division and attached to the original of this contract.

16. Excuses for Nonperformance

Neither party to this contract shall be held responsible for delay or failure in performance of the activities required herein when such delay or failure is due to causes beyond the control and without the fault or negligence of the party. Such causes may include, but are not restricted to, fire, flood, epidemic, strikes, acts of God or the public enemy, unusually severe weather, legal acts of public authorities, or delays or defaults caused by public carriers, which cannot reasonably be forecast or provided against. Either party may terminate the contract after reasonably determining that such delay or failure will prevent continued performance of the contract, and after giving written notice to the other party of the cause, its effect on contract performance, and effective date of termination. If the contract is so terminated, the obligation of the Division shall be limited to payment for services provided in accordance with the contract prior to the date of termination.

17. Remedies

If the Contractor fails to provide the services or perform any of the other requirements under the contract, and such failure is not excused

under the paragraph titled "Excuses for Nonperformance", the Division, after giving the Contractor written notice of such failure, may withhold part or all of the Contractor's payment for the services until such failure is corrected. If the Contractor does not correct such failure within a reasonable time allowed by the Division, the Division may terminate the contract in accordance with the clause titled "Termination". However, this paragraph, and any actions taken or not taken under it, shall not affect the Division's rights under the "Termination" clause. The rights and remedies of the Division in this clause related to defaults (including breach of contract) by the Contractor shall not be exclusive and are in addition to any other rights and remedies provided to the Division by law or under this contract.

18. Termination

- a. This contract may be terminated by mutual consent of both parties, or unilaterally by either party at any time upon 60 days notice to the other party in writing and delivered personally or by certified mail.
- b. The Division may also unilaterally terminate this contract effective upon delivery of written notice to the Contractor, or at such later date as may be established by the Division, under any of the following conditions:
 - (1) If funds, specifically authorized by Legislative acts, do not become available in amounts sufficient to allow for purchase of the stated quantity of services. When possible and when agreed upon by the parties, the contract may be modified in accordance with the paragraph entitled "Renegotiation or Modification" to accommodate a reduction in funds.
 - (2) If federal or state laws, regulations or guidelines are modified or changed in such a way that the services are no longer allowable or appropriate for purchase under this contract or no longer qualify for the funding proposed for payments authorized by this contract.
 - (3) If any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this contract is for any reason denied, revoked, not renewed, or changed in such a way that the Contractor no longer meets requirements for such license or certificate.

Termination under this clause shall be without prejudice to any obligations or liabilities of either party already reasonably incurred prior to such termination, except that the Contractor shall be solely responsible for its obligations or liabilities after the termination date which obligations or liabilities result from the Contractor's failure to provide for termination of, or exercise the right to terminate, its commitments. No right of action or damages shall accrue to the benefit of the Contractor if the contract is terminated under this clause.

- c. The Division, by written notice of default (including breach of contract) to the Contractor, may terminate this contract:
- (1) If the Contractor fails to provide the services called for by this contract within the time specified herein or any extension thereof granted by the Division; or
 - (2) If the Contractor fails to perform any of the other requirements of this contract; or
 - (3) If the Contractor so fails to perform the work required in the contract that performance of this contract in accordance with its terms is endangered, and after receipt of written notice from the Division specifying such failure, the Contractor fails to correct such failure within 10 days or such longer period as the Division may authorize.

If the contract is terminated under this clause, the Division's obligations shall be limited to payment for services provided in accordance with the contract prior to the date of termination, less any damages suffered by the Division.

19. Termination Arrangement

If this contract is terminated, the Division, through its liaison staff or other designated persons, shall assume responsibility for the planning, supervision and work required in moving and relocating the children who are under the Contractor's care on the termination date or at an earlier date if earlier removal is deemed necessary by the Division to provide for the children in an orderly manner and in accordance with sound child-care practices. The Contractor agrees to cooperate fully with Division staff in the preparation for and carrying out of the work necessary to removing the children from the Contractor's care.

20. Waiver of Default

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of the contract shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the contract unless stated to be such in writing, signed by an authorized representative of the Division, and attached to the original contract in accordance with the paragraph entitled "Renegotiation or Modification".

21. Severability

The parties agree that if any term or provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid.

Approved as legally sufficient by Attorney General's Office, DKH, 05-02-89.

22. Fees Prohibited

The Contractor will not impose or demand any fees from any person or agency for services provided and paid for under this contract, unless the fees have been approved in advance by the Division.

23. Clean Air Act, Clean Water Act, and EPA Regulations

If the amount of this contract, including all amendments thereto, exceeds \$100,000, the Contractor agrees to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (b)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15). The Contractor shall report any violations to the Division and to the U.S.E.P.A. Assistant Administrator for Enforcement (EN-329). The Contractor agrees to include this provision in any subcontracts exceeding \$100,000 which may be authorized.

24. Assignment of Contract

The Contractor shall not assign or transfer its interest in this contract without prior written approval of the Division which shall be attached to the original contract. Any such assignment, if approved, is subject to such conditions and provisions as the Division may deem necessary. No approval by the Division of any assignment or transfer of interest shall be deemed to create any obligation of the Division in addition to the agreed rates of payment and total contract consideration.

25. Funds Authorized and Available

The Division certifies that at the time of signing this contract sufficient funds are authorized and available or are anticipated to be available for expenditure to finance costs of this contract within the Division's current appropriation or limitation.

26. Recovery of Overpayments

If billings under this contract, or under any other contract between the Contractor and the Division, result in payments to the Contractor for which the Contractor is not entitled under the terms of such contract, the Division, after giving written notification to the Contractor, may withhold from payments due to the Contractor under this contract such amounts, over such periods of time, as are necessary to recover the amount of overpayment.

27. Oregon Energy Conservation Plan

The Contractor shall conform with any applicable mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L 94-165).

Exhibit I

MULTNOMAH COUNTY
YOUTH GANG AND DOWNSIZING
INTERVENTION BUDGET

30 DAY RESIDENTIAL CLOSE CUSTODY	\$ 623,263
GANG RESOURCE INTERVENTION (GRIT)	\$ 319,057
HOUSE OF UMOJA	\$ 157,680
<hr/> TOTAL	<hr/> \$1,100,000

ORGANIZATION:

JJD: RESIDENTIAL TREATMENT PROGRAM

DATE:

09-Feb-90

DETAIL

FTE	JOB TITLE	JCN	NAME	BASE	FRINGE	INS BENEFITS	TOTAL
1.00	OFFICE ASSISTANT II		VACANT	16,536	4,423	741	21,700
1.00	JUVENILE GROUPWORKER		VACANT	23,740	6,350	3,055	33,145
1.00	JUVENILE GROUPWORKER		VACANT	23,740	6,350	3,055	33,145
1.00	JUVENILE GROUPWORKER		VACANT	23,740	6,350	3,055	33,145
1.00	JUVENILE GROUPWORKER		VACANT	23,740	6,350	3,055	33,145
1.00	JUVENILE GROUPWORKER		VACANT	23,740	6,350	3,055	33,145
1.00	JUVENILE GROUPWORKER		VACANT	23,740	6,350	3,055	33,145
1.00	JUVENILE GROUPWORKER		VACANT	23,740	6,350	3,055	33,145
1.00	JUVENILE GROUPWORKER		VACANT	23,740	6,350	3,055	33,145
1.00	JUVENILE GROUPWORKER		VACANT	23,740	6,350	3,055	33,145
1.00	JUVENILE GROUPWORKER		VACANT	23,740	6,350	3,055	33,145
1.00	JUVENILE GROUPWORKER		VACANT	23,740	6,350	3,055	33,145
1.00	FACILITATOR		VACANT	28,142	7,528	4,599	40,269
1.00	FACILITATOR		VACANT	28,142	7,528	4,599	40,269
1.00	EMPLOYMENT TRAINER SPEC		VACANT	28,142	7,528	4,599	40,269
1.00	PROGRAM SUPERVISOR		VACANT	38,875	10,399	1,741	51,015
	MATERIALS & SERVICES						55,716

TOTAL							
FTE	5100 PERMANENT			377,237	100,906	46,829	580,688
5.00	TEMPORARY			14,758	1,129	590	16,477
	OVERTIME			13,081	3,499	717	17,297
	PREMIUM			6,556	1,780	365	8,801
	TOTAL			411,732	107,314	48,501	623,263

ORGANIZATION: GANG INTERVENTION UNIT

DATE: 20-Mar-90

PERSONNEL
DETAIL

PREPARED BY:
Dwayne McNannay

FTE	JOB TITLE	JCN	NAME	BASE	FRINGE	INS BENEFITS	TOTAL
1.00	JUVENILE COUNSELOR		VACANT	25,830	6,910	3,307	36,047
1.00	JUVENILE COUNSELOR		VACANT	25,830	6,910	3,307	36,047
1.00	JUVENILE COUNSELOR		VACANT	25,830	6,910	3,307	36,047
1.00	JUVENILE COUNSELOR		VACANT	25,830	6,910	3,307	36,047
1.00	JUVENILE COUNSELOR		VACANT	25,830	6,910	3,307	36,047
1.00	TRACKER		VACANT	21,701	6,350	3,055	31,106
1.00	TRACKER		VACANT	21,701	6,350	3,055	31,106
1.00	JUVENILE COUNSELOR/SUP		VACANT	34,154	9,136	6,353	49,643
1.00	OFFICE ASSISTANT		VACANT	17,992	4,813	4,162	26,967

TOTAL	-----					
FTE	5100 PERMANENT	224,698	61,199	33,160	319,057	
9.00	5200 TEMPORARY	0	0	0	0	
	5300 OVERTIME	0	0	0	0	
	5400 PREMIUM	0	0	0	0	
	TOTAL	224,698	61,199	33,160	319,057	

HOUSE OF UMOJA

\$73 PER DAY * 30 DAYS * 72 JUVENILES

TOTAL \$157,680

Exhibit II

QUARTERLY HIGH RISK CLIENT REPORT

COUNTY NAME: _____

Circle One 1 2 3 4 Quarter

YEAR: _____

NAME Last	First	MI	SEX <input type="radio"/> M <input type="radio"/> F	ETHNIC	DOB Mo Dy Yr	TYPE SERVICE	TYPE SERVICE	TYPE SERVICE	DETEN. DAYS
AKA Last	First	MI							
NAME Last	First	MI	SEX <input type="radio"/> M <input type="radio"/> F	ETHNIC	DOB Mo Dy Yr	TYPE SERVICE	TYPE SERVICE	TYPE SERVICE	DETEN. DAYS
AKA Last	First	MI							
NAME Last	First	MI	SEX <input type="radio"/> M <input type="radio"/> F	ETHNIC	DOB Mo Dy Yr	TYPE SERVICE	TYPE SERVICE	TYPE SERVICE	DETEN. DAYS
AKA Last	First	MI							
NAME Last	First	MI	SEX <input type="radio"/> M <input type="radio"/> F	ETHNIC	DOB Mo Dy Yr	TYPE SERVICE	TYPE SERVICE	TYPE SERVICE	DETEN. DAYS
AKA Last	First	MI							
NAME Last	First	MI	SEX <input type="radio"/> M <input type="radio"/> F	ETHNIC	DOB Mo Dy Yr	TYPE SERVICE	TYPE SERVICE	TYPE SERVICE	DETEN. DAYS
AKA Last	First	MI							
NAME Last	First	MI	SEX <input type="radio"/> M <input type="radio"/> F	ETHNIC	DOB Mo Dy Yr	TYPE SERVICE	TYPE SERVICE	TYPE SERVICE	DETEN. DAYS
AKA Last	First	MI							
NAME Last	First	MI	SEX <input type="radio"/> M <input type="radio"/> F	ETHNIC	DOB Mo Dy Yr	TYPE SERVICE	TYPE SERVICE	TYPE SERVICE	DETEN. DAYS
AKA Last	First	MI							
NAME Last	First	MI	SEX <input type="radio"/> M <input type="radio"/> F	ETHNIC	DOB Mo Dy Yr	TYPE SERVICE	TYPE SERVICE	TYPE SERVICE	DETEN. DAYS
AKA Last	First	MI							

EXHIBIT III

BILLING FOR GANG PROJECT

COUNTY _____

FOR THE MONTH OF _____

I CERTIFY THAT GANG SERVICES, AS SPECIFIED IN THE CURRENT CONTRACT WITH THE CHILDREN'S SERVICES DIVISION, HAVE BEEN PROVIDED TO THE TARGETED GANG YOUTH DURING THE MONTH OF _____ 199____. PLEASE PAY THE FOLLOWING AMOUNTS:

GRIT TEAM: \$ _____

UMOJA: \$ _____

RESIDENTIAL: \$ _____

AUTHORIZED SIGNATURE

TITLE

DATE

3

REQUEST FOR PLACEMENT ON THE AGENDA

JUL 19 1990

Subject: Childrens Services Division Agreement

R-12

Informal Only* _____
(Date)

Formal Only _____
(Date)

DEPARTMENT Human Services

DIVISION Juvenile JUSTICE

CONTACT Harold Ogburn

TELEPHONE 248-3460

*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Duane Zussy/Harold Ogburn

BRIEF SUMMARY Should include other alternatives explored, if applicable, and clear statement of rationale for the action requested.

This agreement enables the Division to provide evaluation and diagnostic services, disposition of parole violations, detention back-up, community programs and services, and a process for making training school placement and parole placement decisions.

(IF ADDITIONAL SPACE IS NEEDED, PLEASE USE REVERSE SIDE)

ACTION REQUESTED:

- INFORMATION ONLY
- PRELIMINARY APPROVAL
- POLICY DIRECTION
- APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 10 Minutes

IMPACT: Increase Revenue by \$608,307.

PERSONNEL

FISCAL/BUDGETARY

General Fund

Other _____

RATIFIED
Multnomah County Board
of Commissioners

7-19-90 R-12

BOARD OF COUNTY COMMISSIONERS
 MULTNOMAH COUNTY
 OREGON
 1990 JUL -3 AM 10:03

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: Duane Zussy (as)

BUDGET / PERSONNEL 1

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) Andrea Deffy

OTHER _____
(Purchasing, Facilities Management, etc.)

NOTE: If requesting unanimous consent, state situation requiring emergency action on back.



MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES
JUVENILE JUSTICE DIVISION
1401 N.E. 68th
PORTLAND, OREGON 97213
(503) 248-3460

BOARD OF COUNTY COMMISSIONERS
GLADYS McCOY • CHAIR OF THE BOARD
PAULINE ANDERSON • DISTRICT 1 COMMISSIONER
GRETCHEN KAFOURY • DISTRICT 2 COMMISSIONER
RICK BAUMAN • DISTRICT 3 COMMISSIONER
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

MEMORANDUM

TO: Gladys McCoy, Chair
Multnomah County Council

VIA: Duane Zussy, Director *Duane Zussy (cc)*
Department Human Services

FROM:  Harold Ogburn, Director
Juvenile Justice Division

DATE: June 26, 1990

SUBJECT: APPROVAL OF INTERGOVERNMENTAL AGREEMENT WITH CHILDREN'S
SERVICE DIVISION

Retroactivity: see below

Recommendation: The Juvenile Justice Division, recommends the Board of Commissioners approval of this Intergovernmental Agreement with the State of Oregon Department of Human Resources, Children's Services Division.

Analysis: This agreement implements the County's participation in the State Downsizing Plan, whereas the Juvenile Justice Division agrees to abide by the Discretionary Bed Space Limitation during the term of this agreement (no more than 82 children on any given day) and provide evaluation and diagnostic services, disposition of parole violations, detention back-up, community programs and services, and a process for making training school placement and parole decisions.

Background: As consideration for the services provided by the Division during the period beginning July 1, 1990 and ending June 30, 1991, the State will pay by check(s), an amount not to exceed \$608,307.

Retroactivity: This contract was only received this week due to delays in Salem in receiving final dollar amounts; therefore, it was not possible to obtain Board approval prior to the effective date.



CONTRACT APPROVAL FORM
(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # _____

Amendment # _____

<p style="text-align: center;">CLASS I</p> <input type="checkbox"/> Professional Services under \$10,000	<p style="text-align: center;">CLASS II</p> <input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<p style="text-align: center;">CLASS III</p> <input checked="" type="checkbox"/> Intergovernmental Agreement <p style="text-align: center; font-size: 1.2em;">RATIFIED</p> <p style="text-align: center;">Multnomah County Board of Commissioners</p> <p style="text-align: center; font-size: 1.5em;"><u>7-19-90 R-12</u></p>
--	--	--

Contact Person Harold Ogburn Phone 248-3460 Date 06/26/90

Department Human Services Division Juvenile Bldg/Room 311

Description of Contract The Division will provide evaluation and diagnostic services, disposition of parole violations, detention back-up, community programs and services and process formaking training school placement and parole placement decisions.

RFP/BID # _____ Date of RFP/BID _____ Exemption Exp. Date _____

ORS/AR # _____ Contractor is MBE WBE QRF

Contractor Name Children's Services Division

Mailing Address 198 Commercial St. SE

Salem, Or 97310-0450

Phone 503-378-3542

Employer ID # or SS # _____

Effective Date July 1, 1990

Termination Date June 30, 1991

Original Contract Amount \$608,307

Amount of Amendment \$ _____

Total Amount of Agreement \$608,307

Payment Term

- Lump Sum \$ _____
- Monthly \$38,699 to \$54,690
- Other \$116,097 for the 1st Qtr.
- Requirements contract - Requisition required.
- Purchase Order No. _____
- Requirements Not to Exceed \$ _____

REQUIRED SIGNATURES:

Department Manager _____

Date _____

Purchasing Director _____
(Class II Contracts Only)

Date _____

County Counsel _____

Date _____

County Chair/Sheriff _____

Date _____

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT \$		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	156	010	2536						new revenue	608,307	
02.											
03.											

INSTRUCTIONS ON REVERSE SIDE

WHITE - PURCHASING CANARY - INITIATOR PINK - CLERK OF THE BOARD GREEN - FINANCE



MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES
JUVENILE JUSTICE DIVISION
1401 N.E. 68th
PORTLAND, OREGON 97213
(503) 248-3460

BOARD OF COUNTY COMMISSIONERS
GLADYS McCOY • CHAIR OF THE BOARD
PAULINE ANDERSON • DISTRICT 1 COMMISSIONER
GRETCHEN KAFOURY • DISTRICT 2 COMMISSIONER
RICK BAUMAN • DISTRICT 3 COMMISSIONER
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

MEMORANDUM

TO: Gladys McCoy, Chair
Multnomah County Council

VIA: Duane Zussy, Director
Department Human Services

FROM:  Harold Ogburn, Director
Juvenile Justice Division

DATE: June 26, 1990

SUBJECT: APPROVAL OF INTERGOVERNMENTAL AGREEMENT WITH CHILDREN'S
SERVICE DIVISION

Recommendation: The Juvenile Justice Division, recommends the Board of Commissioners approval of this Intergovernmental Agreement with the State of Oregon Department of Human Resources, Children's Services Division.

Analysis: This agreement implements the County's participation in the State Downsizing Plan, whereas; the Juvenile Justice Division agrees to abide by the Discretionary Bed Space Limitation during the term of this agreement. No more than 82 children on any given day, and provide evaluation and diagnostic services, disposition of parole violations, detention back-up, community programs and services and a process for making training school placement and parole decisions in accordance with the document entitled and is made a part of this contract.

Background: As consideration for the services provided by the Division during the period beginning July 1, 1990 and ending June 30, 1991, the State will pay by check(s), an amount not to exceed \$608,307.

CONTRACT AGREEMENT

CSD Contract Number: 0-233

Date: June 21, 1990

This contract between the State of Oregon, Department of Human Resources, Children's Services Division, hereinafter referred to as the "Division" and

MULTNOMAH COUNTY BOARD OF COMMISSIONERS
(County Diversion)

hereinafter referred to as the "Contractor" begins July 1, 1990 and ends June 30, 1991, and includes the following which are attached hereto:

<u>Document</u>	<u>Pages</u>
SCHEDULE	4
GENERAL PROVISIONS	7
EXHIBIT I	2

THIS CONTRACT CONSTITUTES THE ENTIRE CONTRACT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS CONTRACT 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 CONTRACT.

CONTRACTOR, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS CONTRACT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

Reviewed by Contracts Officer: *[Signature]* Date: 6/21/90

AGREED: CONTRACTOR

AGREED: CHILDREN'S SERVICES DIVISION

MULTNOMAH COUNTY BOARD
OF COMMISSIONERS
c/o Multnomah County Juvenile Dept.
1401 N.E. 68th Avenue
Portland, Oregon 97213

By _____
Date _____

BUDGET: 89-91

By: _____

Title: _____

Date: _____

Gladys McCoy, Chair
Multnomah County, Oregon

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly appointed officers the date first written above.

MULTNOMAH COUNTY, OREGON

By Harold Ogburn
Director, Juvenile Justice Division

Date 6/27/90

By Debra M. H.
Program Manager

Date 6/27/90

REVIEWED:

LAURENCE KRESSEL
County Counsel for
Multnomah County, Oregon

Date _____

SCHEDULE

CONTRACTOR: MULTNOMAH COUNTY BOARD OF COMMISSIONERS DATE: June 18, 1990

I. Definitions

A. Training School means MacLaren School for Boys, Hillcrest School of Oregon, Camp Tillamook, Camp Hilgard, Camp Florence, Corvallis House and Picture House.

B. Discretionary Bed Space Limitation means the maximum number of youth from a county who may reside in beds apportioned to that county based on the county risk population ages 12 to 18 years of age.

For the purposes of this contract, the youth from a county who will be counted against the Discretionary Bed Space Limitation include:

1. Commitment to the custody of the Division for placement at the training school by the juvenile court of jurisdiction under ORS 419.509.
2. Revocation of parole from the training school under provision of ORS 420.045(3).
3. Conviction and commitment to the custody of the Department of Corrections by an adult court after remand from juvenile court under ORS 420.011(3).

Youth placed at the training school due to administrative transfer from the Department of Corrections under ORS 420.011(2) and those youth placed in Public Safety Reserve Beds in accord with Division Administrative Rules are not counted against the Discretionary Bed Space Limitation.

C. Public Safety Reserve Bed Space means the category of beds in the training schools that are reserved for youth who have committed Class "A" person-to-person felonies. Such bed space is not included in a county's Discretionary Bed Space Limitation.

D. Community Programs means those programs serving delinquent youth including Division diversion programs and youth care centers, as well as programs developed in accord with approved County Diversion Plans.

- E. Restricted Funds are Division funds, including any interest accrued thereon, expendable only for costs identified in the budget document contained in the Contractor's approved Diversion Plan.
- F. Surplus Funds are that excess of restricted Division funds remaining after approved expenses have been deducted.
- G. Administrative costs are those support service costs incurred in provision of the services required by this contract by County government organizational units other than the juvenile department. Included in administrative costs are such things as payroll administration costs, accounting services, and indirect overhead expenses.

II. Services

- A. The Contractor agrees to provide evaluation and diagnostic services, disposition of parole violations, detention back-up, community programs and services and a process for making training school placement and parole decisions in accordance with the document entitled Exhibit I which is attached and is made a part of this contract.
- B. The Contractor agrees to abide by the following Discretionary Bed Space Limitation during the term of this contract:
 - No more than 82 children on any given day.

III. Reporting Requirements

A final report of the Contractor's actual expenditures and state revenue received by the county pertaining to this contract shall be submitted to the Division by the Contractor within 60 days following July 1, 1991.

IV. Consideration

- A. As consideration for the services provided by the Contractor during the period beginning July 1, 1990 and ending June 30, 1991, the Division will pay to the Contractor by check(s), an amount not to exceed \$608,307 as follows:
 - 1. \$116,097 for the period July 1, 1990 and ending September 30, 1990, paid at the rate of \$38,699 per month.
 - 2. \$492,210 for the period October 1, 1990 and ending June 30, 1991, paid at the rate of \$54,690 per month.

- B. It is agreed that the amount to be paid under this contract may be changed by the Division as the result of Legislative action. The Division shall provide the Contractor written notice of any such change in payment.
- C. Payment will be made by the Division to the Contractor, on or before the 1st of the month following the month in which services are provided, subject to receipt of the billing described in V. Billing, below.
- D. The funds paid by the Division to the Contractor under this contract are restricted funds. The Contractor agrees to expend the contract funds strictly in accordance with applicable State regulations on allowable costs.
- E. It is agreed that the Contractor may not expend more than 7.5% of the funds paid under this contract for administrative costs in support of the provision of the services required by this contract.
- F. The Division reserves the right to periodically audit and review the actual expenses of the Contractor for the following purposes:
1. To document the relation between the Contractor's budget contained in the approved Diversion Plan and the amounts spent by the Contractor.
 2. To assure that the Contractor's expenses are in accordance with applicable State regulations on allowable costs.

If it is determined from the Contractor's expense statements or the audits referred to above that the Contractor has made expenditures from the funds under this Contract for costs which are not allowable under the contract or have not been approved by the Division, the Contractor agrees to promptly refund the monies so expended to the Division upon request.

- G. If it is determined, from the Contractor's expense statements or the audits referred to above, that funds remain at the end of the contract term after approved expenses have been deducted from restricted funds paid under this contract, such funds shall remain restricted and used to provide services during the subsequent contract periods.

The Contractor agrees that if this contract is terminated prior to the contract term ending date, or if immediately following expiration of this contract the Division and the Contractor do not

enter into a subsequent contract for the services herein contracted, the Contractor will promptly refund these surplus restricted funds.

H. If the Contractor fails to comply with the provisions of Sections D., E., F., and G., above, the Division may invoke the remedies available to it under General Provision clauses entitled, "Remedies" and "Recovery of Overpayments."

V. Billing

The Contractor shall utilize the CSD 1017 and 1017-A 'High Risk Client Report' or similar forms provided by the Division, for the purpose of billing for services under this contract. Billings shall be submitted by the 10th of each month to:

Office of Juvenile Corrections Services, Children's Services Division,
198 Commercial St. S.E., Salem, OR 97310.

GENERAL PROVISIONS

1. Extent of Agreement

This contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this contract, shall be deemed to exist or to bind any of the parties hereto.

2. Captions

The captions or headings in this agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provision of this agreement.

3. Payment as Sole Monetary Obligation of the Division

The contractor is engaged as an independent contractor. Payment as provided herein shall be the sole monetary obligation of the Division. Unless otherwise specified, the responsibility for payment of all operating costs, federal, state, county or city taxes/assessments and any other charges imposed by law upon employers shall be the sole responsibility of the Contractor.

4. Licensing and Program Standards

The Contractor agrees to comply with all applicable state, county and municipal standards for licensing, certification and operation of required facilities, and any other standards or criteria described in this contract and its attachments.

5. Contractor-Client Relationship

The Contractor will establish a system through which a child and the child's parents or guardian may present grievances about the operation of the Contractor's service program. At the time arrangements are made for the Contractor's services, the Contractor will advise the child and parents or guardian of this provision. The Contractor shall notify the Division of all unresolved grievances.

6. Safeguarding of Client Information

The use or disclosure by any party of any information concerning a recipient of services purchased under this contract, for any purpose not directly connected with the administration of the Division's or the Contractor's responsibilities with respect to such purchased services, is prohibited, except on written consent of the Division, or if the Division is not the recipient's guardian, on written consent of the recipient's responsible parent, guardian, or attorney.

7. Equal Rights

The Contractor agrees to comply with all applicable requirements of Federal and State Civil Rights and Rehabilitation statutes, rules, and regulations.

8. Fiscal Responsibility, Records, Controls, Reports and Monitoring Procedures

The Contractor agrees to establish and exercise such controls as are necessary to assure full compliance with federal regulations and the Division's guidelines on allowable use of funds paid by the Division under this contract.

The Contractor agrees to maintain fiscal records consistent with accepted accounting practices and controls, which will properly reflect all direct and indirect costs and funds expended in the performance of this contract, and all revenue received for programs under this contract. The Contractor shall make these records available at reasonable times upon request to state and federal personnel, and other persons authorized by the Division.

The Contractor agrees to collect financial statistics on a regular basis and to make financial reports at times and in the form prescribed by the Division.

9. Program Records, Controls, Reports and Monitoring Procedures

The Contractor agrees to maintain program records including statistical records, and to provide program records to the Division at times and in the form prescribed by the Division. The Contractor agrees to establish and exercise such controls as are necessary to assure full compliance with the program requirements of this contract. The Contractor also agrees that a program and facilities review (including meetings with consumers, review of service records, review of policy and procedures, review of staffing ratios and job descriptions, and meetings with any staff directly or indirectly involved in the provision of services) may be conducted at any reasonable time by state and federal personnel and other persons authorized by the Division.

10. Retention of Records

The Contractor agrees to retain all books, records, and other documents relevant to this contract for three years after final payment is made under the contract or all pending matters are closed, whichever is later. If an audit, litigation or other action involving the contract is started before the end of the three-year period, the records shall be retained until all issues arising out of the action are resolved or until the end of the three year period, whichever is later. The Division, a Federal funding agency, the Comptroller of the United States, the Secretary of State of the State of Oregon, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Contractor which are pertinent to the program(s) under this contract, for the purpose of making audits, examinations, excerpts and transcriptions. The Contractor agrees to include this provision in any Subcontracts which may be authorized.

11. Indemnification and Insurance

Contractor agrees that it is an independent contractor and not an agent of the Division. The Contractor and the Division shall not be responsible for any legal liability, loss, damages, costs and expenses arising in favor of any person, on account of personal injuries, death, or property loss or damage occurring, growing out of, incident to, or resulting directly or indirectly from the acts or omissions of the other party under this agreement.

Contractor shall provide Worker's Compensation benefits for persons performing work under this contract in accordance with applicable state and federal laws.

Both the Division and the Contractor shall obtain, and at all times keep in effect, comprehensive liability insurance and property damage insurance covering each respective party's own acts and omissions under this agreement. Contractor may satisfy these requirements in any manner allowed by ORS 30.282. The Division shall satisfy this requirement through the Liability Fund established under ORS 278.100. Such liability insurance, whatever the form, shall be in an amount not less than the limits of public body tort liability specified in ORS 30.270. In the event of unilateral cancellation or restriction by the insurance company of the Contractor's insurance policy referred to in this paragraph, the Contractor shall immediately notify the Division verbally and in writing.

As evidence of the insurance coverages required by this contract, and prior to the execution of this contract, the Contractor shall furnish a certificate of insurance to Children's Services Division, ATTN: Contracts Manager, at 198 Commercial Street, S.E., Salem, OR 97310. The certificate form to be completed by the Contractor's insurer will be maintained in the Division's file of this contract.

There shall not be any cancellation, material changes or failure to renew such insurance policy (policies) without 30 days prior notice to the Division.

12. Subcontracting

Unless subcontracting is authorized elsewhere in the contract, the Contractor shall not enter into any subcontracts for any of the work contemplated under this contract without obtaining prior written approval from the Division, which approval shall be attached to the original contract. Prior written approval shall not be required for the purchase by the Contractor of articles, supplies and services which are incidental but necessary for the performance of the work required under this contract (e.g., facilities maintenance). Approval by the Division of a subcontract shall not result in any obligations of the Division in addition to the agreed rates of payment and total consideration. Any subcontracts which the Division may authorize shall contain all requirements of this contract, and the Contractor shall be responsible for the performance of the subcontractor.

13. Renegotiation or Modification

Any alterations, variations, modifications to or waivers of provisions of this contract shall be valid only when they have been reduced to writing, duly signed, and approved by the Contractor and the Division and attached to the original of this contract.

14. Excuses for Nonperformance

Neither party to this contract shall be held responsible for delay or failure in performance of the activities required herein when such delay or failure is due to causes beyond the control and without the fault or negligence of the party. Such causes may include, but are not restricted to, fire, flood, epidemic, strikes, acts of God or the public enemy, unusually severe weather, legal acts of public authorities, or delays or defaults caused by public carriers, which cannot reasonably be forecast or provided against. Either party may terminate the contract after reasonably determining that such delay or failure will prevent continued performance of the contract, and after giving written notice to the other party of the cause, its effect on contract performance, and effective date of termination. If the contract is so terminated, the obligation of the Division shall be limited to payment for services provided in accordance with the contract prior to the date of termination.

15. Remedies

If the Contractor fails to provide the services or perform any of the other requirements under the contract, and such failure is not excused under the paragraph titled "Excuses for Nonperformance", the Division, after giving the Contractor written notice of such failure, may withhold part or all of the Contractor's payment for the services until such failure is corrected. If the Contractor does not correct such failure within a reasonable time allowed by the Division, the Division may terminate the contract in accordance with the clause titled "Termination". However, this paragraph, and any actions taken or not taken under it, shall not affect the Division's rights under the "Termination" clause. The rights and remedies of the Division in this clause related to defaults (including breach of contract) by the Contractor shall not be exclusive and are in addition to any other rights and remedies provided to the Division by law or under this contract.

16. Termination

- a. This contract may be terminated by mutual consent of both parties, or unilaterally by either party at any time upon 60 days notice to the other party in writing and delivered personally or by certified mail.
- b. The Division may also unilaterally terminate this contract effective upon delivery of written notice to the Contractor, or at such later date as may be established by the Division, under any of the following conditions:

- (1) If funds, specifically authorized by Legislative acts, do not become available in amounts sufficient to allow for purchase of the stated quantity of services. When possible and when agreed upon by the parties, the contract may be modified in accordance with the paragraph entitled "Renegotiation or Modification" to accommodate a reduction in funds.
- (2) If federal or state laws, regulations or guidelines are modified or changed in such a way that the services are no longer allowable or appropriate for purchase under this contract or no longer qualify for the funding proposed for payments authorized by this contract.
- (3) If any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this contract is for any reason denied, revoked, not renewed, or changed in such a way that the Contractor no longer meets requirements for such license or certificate.

Termination under this clause shall be without prejudice to any obligations or liabilities of either party already reasonably incurred prior to such termination, except that the Contractor shall be solely responsible for its obligations or liabilities after the termination date which obligations or liabilities result from the Contractor's failure to provide for termination of, or exercise the right to terminate, its commitments. No right of action or damages shall accrue to the benefit of the Contractor if the contract is terminated under this clause.

c. The Division, by written notice of default (including breach of contract) to the Contractor, may terminate this contract:

- (1) If the Contractor fails to provide the services called for by this contract within the time specified herein or any extension thereof granted by the Division; or
- (2) If the Contractor fails to perform any of the other requirements of this contract; or
- (3) If the Contractor so fails to perform the work required in the contract that performance of this contract in accordance with its terms is endangered, and after receipt of written notice from the Division specifying such failure, the Contractor fails to correct such failure within 10 days or such longer period as the Division may authorize.

If the contract is terminated under this clause, the Division's obligations shall be limited to payment for services provided in accordance with the contract prior to the date of termination, less any damages suffered by the Division.

17. Waiver of Default

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of the contract shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the contract unless stated to be such in writing, signed by an authorized representative of the Division, and attached to the original contract in accordance with the paragraph entitled "Renegotiation or Modification".

18. Severability

The parties agree that if any term or provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid.

19. Fees Prohibited

The Contractor will not impose or demand any fees from any person or agency for services provided and paid for under this contract, unless the fees have been approved in advance by the Division.

20. Clean Air Act, Clean Water Act, and EPA Regulations

If the amount of this contract, including all amendments thereto, exceeds \$100,000, the Contractor agrees to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (b)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15). The Contractor shall report any violations to the Division and to the U.S.E.P.A. Assistant Administrator for Enforcement (EN-329). The Contractor agrees to include this provision in any subcontracts exceeding \$100,000 which may be authorized.

21. Assignment of Contract

The Contractor shall not assign or transfer its interest in this contract without prior written approval of the Division which shall be attached to the original contract. Any such assignment, if approved, is subject to such conditions and provisions as the Division may deem necessary. No approval by the Division of any assignment or transfer of interest shall be deemed to create any obligation of the Division in addition to the agreed rates of payment and total contract consideration.

22. Funds Authorized and Available

The Division certifies that at the time of signing this contract sufficient funds are authorized and available or are anticipated to be available for expenditure to finance costs of this contract within the Division's current appropriation or limitation.

23. Recovery of Overpayments

If billings under this contract, or under any other contract between the Contractor and the Division, result in payments to the Contractor for which the Contractor is not entitled under the terms of such contract, the Division, after giving written notification to the Contractor, may withhold from payments due to the Contractor under this contract such amounts, over such periods of time, as are necessary to recover the amount of overpayment.

24. Oregon Energy Conservation Plan

The Contractor shall conform with any applicable mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L 94-165).

Approved as legally sufficient by Attorney General's Office, DKH, 5-2-89.

5626C8/05-02-89/7

EXHIBIT I
Multnomah County

cnty div
6/90

I. POPULATION SERVED

All youth served under this contract must be adjudicated for delinquent behavior by a juvenile court of competent jurisdiction under ORS 419.476(1)(a).

II. SERVICES PROVIDED

The following services shall be provided in accord with the Contractor's Diversion Plan as approved by the Division.

A. Evaluation Services

The Contractor shall complete a predispositional evaluation report for each youth to be served under this contract. The report shall be prepared on a format supplied by the Division and shall be made available to the Division for review upon request unless the youth has been committed to the care and custody of the Division in which case the report shall be forwarded to the Division at the time of commitment.

B. Diagnostic and Evaluation Services

1. The Contractor will at the time of each youth's placement at the Training School, provide a report on a format provided by the Division, covering the following:

- a. Delinquency History
- b. Relevant Personal Data
- c. Relevant Social Data
- d. Relevant Community Information

C. Disposition of Parole Violators

1. Revocation of parole from the Training School shall be in accord with ORS 420.045(3).
2. For youth alleged to be in violation of parole, a hearings officer will hold the required Morrissey revocation hearing. At that proceeding, the hearings officer will consider the potential for use of community resources as an alternative to return to the training school.

*D. Detention Back-up Services to Community Programs

The Contractor agrees to assure that detention back-up or an appropriate alternative as provided for youth served in community programs and youth on parole from the training schools subject to the mandates of ORS 419.577, 598, 599, and ORS Chapter 420.

E. Community Programs and Services

The Contractor agrees to provide the community programs and/or services identified in its approved Diversion Plan.

F. Training School Placement and Parole Decision Process

1. Placement

Placement at the training school shall be made by order of the Juvenile Court judge. Recommendation regarding placement may be made by the court counselor or, in some instances, a Children's Services Division worker. Any recommendation regarding placement of Multnomah County youth is to be guided by a "Cap Management Committee" comprised of representatives from the Juvenile Justice Division, Children's Services Division and State Juvenile Corrections. This committee will evaluate all Multnomah County youth who are in danger of being committed to the training school. The recommendation of this committee will be given to the presiding Judge of the case.

2. Parole

- a. Parole from the Juvenile Training School shall be in accordance with ORS 420.045(1).
- b. The Juvenile Justice Division will participate in the Close Custody Review Boards in cases where Multnomah County youth are involved. Juvenile Justice Division personnel will monitor the progress or the lack thereof of all Multnomah County youth in the close custody system.



Hank Higgins

MULTNOMAH COUNTY OREGON

BOARD OF COUNTY COMMISSIONERS
GLADYS McCOY
PAULINE ANDERSON
GRETCHEN KAFOURY
RICK BAUMAN
SHARRON KELLEY

DEPARTMENT OF GENERAL SERVICES
PORTLAND BUILDING
1120 SW FIFTH, 14TH FLOOR
PORTLAND, OR 97204-1934

OFFICE OF THE DIRECTOR
EMPLOYEE SERVICES (503) 248-3303
FINANCE (503) 248-5015
LABOR RELATIONS (503) 248-3312
PLANNING & BUDGET (503) 248-5135
(503) 248-3883

AT OTHER LOCATIONS:

ADMINISTRATIVE SERVICES (503) 248-5111
ASSESSMENT & TAXATION (503) 248-3345
ELECTIONS (503) 248-3720
INFORMATION SERVICES (503) 248-3749

M E M O R A N D U M

TO: Policy Development Committee

FROM: Jack Horner *JH.*

DATE: July 5, 1990

SUBJECT: 1st Strategic Planning Mtg. of 90/91

We will hold our first meeting of this year to discuss the process and the calendar from 9:00AM until Noon, July 18, in the Portland Bldg., Conference Room A.

You will be sent a package of materials 7/13 covering the agenda items.

Basically, this will be a process meeting, but it is very important because you will be determining what we will be doing as well as the overall calendar.

Though some of us have had preliminary discussions and a lot of input has been considered, we need your specific help/criticism before we begin this year. This meeting is the last opportunity to shape the process before we commit to it. I hope that you can all be there.

If you have any questions, please call me on X3482.

1990 JUL 10 AM 10:22
MULTNOMAH COUNTY
OREGON



MULTNOMAH COUNTY OREGON

Hank Muggens
"Doc" Lyle

BOARD OF COUNTY COMMISSIONERS
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