

## ANNOTATED AGENDA

Tuesday, July 10, 1990 - 1:30 PM  
Multnomah County Courthouse, Room 602

### AGENDA REVIEW

1. Informal Review of Formal Agenda of July 12, 1990

R-1 - COMMISSIONER ANDERSON ADVISED OF A PRESS CONFERENCE SCHEDULED FOR 9:00 AM, THURSDAY, JULY 12, 1990.

R-2 - BOARD DISCUSSED MERITS OF ADDITIONAL DETENTION PODS TO PROPOSED FACILITY AND ADDITIONAL PROGRAMS AND INTERVENTIONS. COMMISSIONER KELLEY DIRECTED STAFF TO PROVIDE THE BOARD WITH SPECIFIC TRENDING DATA BY THURSDAY, JULY 12. BOARD DISCUSSED CHANGING THE PROPOSED HEARING DATE DUE TO COMMISSION ABSENCES. VICE-CHAIR KAFOURY DIRECTED COUNTY COUNSEL TO RESEARCH STATUTORY NOTICE REQUIREMENTS. COMMISSIONER KELLEY DISCUSSED MERITS OF PROPOSED GENERAL OBLIGATION BONDS AND PLACING A COMPLEX ISSUE ON THE SEPTEMBER BALLOT.

R-3 AND R-4 - VICE-CHAIR KAFOURY DIRECTED APPROPRIATE STAFF NOT IN ATTENDANCE TODAY TO BE PRESENT FOR THURSDAY FORMAL MEETING.

R-8 - STAFF ADVISED OF STATUTORY REQUIREMENT NECESSITATING REPLACEMENT OF PREVIOUSLY AMENDED LANGUAGE IN PROPOSED ORDINANCE.

R-9, R-10 AND R-11 - COMMISSIONER BAUMAN ADVISED THESE ITEMS ARE BEING WITHDRAWN UNTIL AFTER STATE EMERGENCY BOARD MEETING.

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Tuesday, July 10, 1990 - 1:30 PM  
Multnomah County Courthouse, Room 602

### WORK SESSION

2. Update on Space Issues, i.e. Courtrooms, District Attorney and Administration Space - Presented by Paul Yarborough, F. Wayne George, Jim Emerson

COUNTY COUNSEL DIRECTED TO RESEARCH LAW LIBRARY CONTRACT ISSUE. EXECUTIVE SESSION ON POTENTIAL LITIGATION SCHEDULED FOR 11:00 AM, THURSDAY, JULY 12, 1990. STAFF PRESENTED SEVERAL POSSIBLE SHORT AND LONG TERM OPTIONS AND REQUESTED DIRECTION FROM THE BOARD.  
(CONTINUED NEXT PAGE)

DISCUSSION ON CERTIFICATES OF PARTICIPATION FUNDING TO BE RESUMED ON THURSDAY, JULY 12. CONSENSUS GIVEN THAT STAFF CONTINUE EXPLORING CERTAIN LONG TERM FACILITY OPTIONS AND CONTINUE WORKING TOWARD RESOLUTION OF RELOCATION OF THE DISTRICT ATTORNEY AND DEPARTMENT OF GENERAL SERVICES OFFICES. VICE-CHAIR KAFOURY DIRECTED STAFF TO SEND A LETTER TO THE STATE COURT SYSTEM ASSURING THAT COUNTY IS CONTINUING WORK TOWARDS RESOLUTION OF THE COURTROOM SPACE ISSUE.

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Thursday, July 12, 1990 - 9:30 AM  
Multnomah County Courthouse, Room 602

FORMAL MEETING

CONSENT CALENDAR

- C-1 In the Matter of the Appointment of Rachel A. Summer to the Citizen Involvement Committee for a Term Expiring April, 1992

APPROVED.

NON-DEPARTMENTAL

- R-1 First Reading 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 (Time Certain 9:30 AM)

TESTIMONY HEARD. FIRST READING APPROVED,  
SECOND READING JULY 19, 1990.

- R-2 Resolution in the Matter of Calling for a Public Hearing on a Proposed General Obligation Bond Authorization

AMENDED RESOLUTION 90-106 APPROVED. PUBLIC HEARING DATE AMENDED TO 9:00 AM TUESDAY, JULY 31, 1990. PROPOSED BOND AMOUNT REDUCED TO \$23.8 MILLION. LANGUAGE PERTAINING TO FINANCING CONSTRUCTION OF COURTHOUSE COURTROOMS AND RENOVATIONS AND DISTRICT ATTORNEY EXPANSION DELETED. NOTICE EXHIBIT AMENDED ACCORDINGLY.

JUSTICE SERVICES

SHERIFF'S OFFICE

- R-3 Ratification of an Intergovernmental Agreement Between Multnomah County and the Housing Authority of Portland to Provide Public Safety Functions for Property Owned by the Housing Authority - July 1, 1990 through June 30, 1991

APPROVED.

IN RESPONSE TO A QUESTION OF THE BOARD, STAFF ADVISED THAT A BRIEFING CONCERNING POSSIBLE DONATION BY FRED MEYER OF OFFICE SPACE IN THE ROCKWOOD AREA FOR A SAFETY ACTION TEAM WOULD BE FORTHCOMING.

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JUSTICE SERVICES - continued

SHERIFF'S OFFICE

- R-4 Ratification of an Intergovernmental Agreement Between Multnomah County and the City of Portland to Expand the Computer Assisted Dispatch Alarm File at the Bureau of Emergency Communications from 32,500 to 65,000+ Records

APPROVED.

COMMUNITY CORRECTIONS

- R-5 Notice of Intent in the Matter of Approval of an Application/Proposal for a Bureau of Justice Assistance Comprehensive Drug Testing Project Grant for Funding Pre and Post Trial Drug Testing and Drug Assessments of High Risk Offenders

APPROVED.

DEPARTMENT OF ENVIRONMENTAL SERVICES

- R-6 Order in the Matter of the Distribution of Proceeds from the Sale of Tax Acquired Properties for the Period December 1, 1989 through May 31, 1990

ORDER 90-107 APPROVED.

- R-7 Order in the Matter of Declaring Tax Foreclosed Property Abandoned and Subject to Waste and Ordering the Tax Collector to Issue a Deed (Property Located at 7057 NE Martin Luther King Blvd)

ORDER 90-108 APPROVED.

DEPARTMENT OF HUMAN SERVICES

- R-8 Second Reading and Possible Adoption of an ORDINANCE to Provide Fee Schedule Changes for the Environmental Health Section of the Department of Human Services

ORDINANCE 656 APPROVED AS AMENDED.

- R-9 Resolution in the Matter of Multnomah County's Participation in Maclaren Downsizing

CONTINUED TO THURSDAY, JULY 19, 1990.

DEPARTMENT OF HUMAN SERVICES - continued

- R-10 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 TO THURSDAY, JULY 19, 1990.

- 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 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 TO THURSDAY, JULY 19, 1990.

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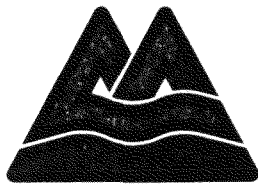
Thursday, July 12, 1990 - 11:00 AM  
Multnomah County Courthouse, Room 602

EXECUTIVE SESSION

The Multnomah County Board of Commissioners will meet in Executive Session pursuant to ORS 192.660(1)(h) for the purpose of discussing litigation likely to be filed

EXECUTION SESSION HELD. IN OPEN FORMAL SESSION THE BOARD AUTHORIZED STAFF TO FILE A REQUEST FOR VALIDATION PROCEEDING THROUGH THE COURT SYSTEM AND TO PURSUE OTHER STRATEGIES.

0814C/1-4/dr  
7/13/90



# 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 9 - 13, 1990**

Tuesday, July 10, 1990 - 1:30 PM - Agenda Review . . . . . Page 2

Thursday, July 12, 1990 - 9:30 AM - Formal Meeting . . . . . Page 2

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 10, 1990 - 1:30 PM

Multnomah County Courthouse, Room 602

AGENDA REVIEW

1. Informal Review of Formal Agenda of July 12, 1990

(PUBLIC TESTIMONY IS NOT TAKEN AT INFORMAL MEETINGS)

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Thursday, July 12, 1990 - 9:30 AM

Multnomah County Courthouse, Room 602

FORMAL MEETING

CONSENT CALENDAR

- C-1 In the Matter of the Appointment of Rachel A. Summer to the Citizen Involvement Committee for a Term Expiring April, 1992

NON-DEPARTMENTAL

- R-1 First Reading 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 (Time Certain 9:30 AM)
- R-2 Resolution in the Matter of Calling for a Public Hearing on a Proposed General Obligation Bond Authorization

JUSTICE SERVICES

SHERIFF'S OFFICE

- R-3 Ratification of an Intergovernmental Agreement Between Multnomah County and the Housing Authority of Portland to Provide Public Safety Functions for Property Owned by the Housing Authority - July 1, 1990 through June 30, 1991
- R-4 Ratification of an Intergovernmental Agreement Between Multnomah County and the City of Portland to Expand the Computer Assisted Dispatch Alarm File at the Bureau of Emergency Communications from 32,500 to 65,000+ Records

COMMUNITY CORRECTIONS

- R-5 Notice of Intent in the Matter of Approval of an Application/Proposal for a Bureau of Justice Assistance Comprehensive Drug Testing Project Grant for Funding Pre and Post Trial Drug Testing and Drug Assessments of High Risk Offenders

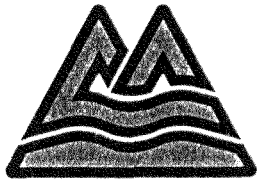
DEPARTMENT OF ENVIRONMENTAL SERVICES

- R-6      Order in the Matter of the Distribution of Proceeds from the Sale of Tax Acquired Properties for the Period December 1, 1989 through May 31, 1990
- R-7      Order in the Matter of Declaring Tax Foreclosed Property Abandoned and Subject to Waste and Ordering the Tax Collector to Issue a Deed (Property Located at 7057 NE Martin Luther King Blvd)

DEPARTMENT OF HUMAN SERVICES

- R-8      Second Reading and Possible Adoption of an ORDINANCE to Provide Fee Schedule Changes for the Environmental Health Section of the Department of Human Services
- R-9      Resolution in the Matter of Multnomah County's Participation in Maclaren Downsizing
- R-10     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
- 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 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

0702C/7-9/dr  
7/5/90



# MULTNOMAH COUNTY OREGON

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

GLADYS McCOY • CHAIR • 248-3308  
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SHARRON KELLEY • DISTRICT 4 • 248-5213  
JANE McGARVIN • Clerk • 248-3277

## SUPPLEMENTAL AGENDA

Tuesday, July 10, 1990 - 1:30 PM

(to follow Agenda Review)

Multnomah County Courthouse, Room 602

## WORK SESSION

2. Update on Space Issues, i.e. Courtrooms, District Attorney and Administration Space - Presented by Paul Yarborough, F. Wayne George, Jim Emerson

0702C.10  
7/6/90  
cap





# MULTNOMAH COUNTY OREGON

BOARD OF COUNTY COMMISSIONERS  
ROOM 605, COUNTY COURTHOUSE  
1021 S.W. FOURTH AVENUE  
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JANE McGARVIN • Clerk • 248-3277

## SUPPLEMENTAL AGENDA

Thursday, July 12, 1990 - 11:00 AM

Multnomah County Courthouse, Room 602

### EXECUTIVE SESSION

The Multnomah County Board of Commissioners will meet in Executive Session pursuant to ORS 192.660(1)(h) for the purpose of discussing litigation likely to be filed

0702C/11/cap  
7/12/90

SUBJECT:

*See Attached*

PRESS LIST

DATE: 7-11-90

THE FOLLOWING WERE CALLED THIS DATE REGARDING:

- a) Meeting: \_\_\_\_\_  
b) Executive Meeting: ✓ \_\_\_\_\_  
c) Other: \_\_\_\_\_

SIGNED: *Kristin J. Farrell*

✓ KOIN	Channel 6	464-0797 or 464-0614 - Assignment Desk. Michael Keston/Lisa
✓ KGW	Channel 8	226-5111 - Assignment Desk. Bob Kerns
✓ KATU	Channel 2	231-4260 Assignment Desk
✓ KPTV	Channel 12	222-9921 - News Desk. Denny 224-0101 After Hours
✓ KPDX	Channel 49	239-4949 Lee Haglund
✓ KEX	1190 AM	222-1929 Newsroom/Message
✓ KSGO	1520 AM	223-1441 News Desk (After 9, Before 11:30)
✓ KXL	750 AM	231-1071/0750 - Newsroom/Message. Link Mann/Dawn
✓ KGW	62 AM	226-5095 News Desk
✓ K-103 FM		643-5103 - Newsroom. Danna Jeffries
✓ KXYQ	105 FM	226-6731
✓ Oregonian		294-4065 Liz Moore
✓ Gresham Outlook		665-2181 Dave Pinson
✓ Skanner		287-3562 Patrick Mazza
✓ Cable		667-7636 Rosemary Knox

Meeting Date: JUL 12 1990

Agenda No.: C-1

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM  
(For Non-Budgetary Items)

SUBJECT: Appointment to Citizen Involvement Committee

BCC Informal \_\_\_\_\_ BCC Formal 7/12/90  
(date) (date)

DEPARTMENT Nondepartmental DIVISION County Chair's Office

CONTACT Judy Boyer TELEPHONE 248-3308

PERSON(S) MAKING PRESENTATION \_\_\_\_\_

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 action requested,  
as well as personnel and fiscal/budgetary impacts, if applicable):

Appointment of Rachel Summer to the Citizen Involvement Committee  
for a term expiring 4/92.

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL *Madie McCay*

Or

DEPARTMENT MANAGER \_\_\_\_\_

(All accompanying documents must have required signatures)

1990 JUL - 5 AM 9:33  
CLERK OF  
COUNTY  
OREGON

INTEREST FORM FOR MULTNOMAH COUNTY  
CITIZEN INVOLVEMENT COMMITTEE

In order for the Multnomah County Commission to assess more thoroughly the qualifications of persons interested in serving on the Citizen Involvement Committee, you are requested to fill out this interest form. Please feel free to attach or enclose supplemental information or a resume which further details your involvement in volunteer activities, public affairs, civic services, affiliations, etc.

We consider information from Sections I through III public, and it may be used in press releases announcing appointments.

NAME OF NOMINATING GROUP: \_\_\_\_\_

SECTION I

NAME: Rachel A. Summer HOME PHONE: 775 3267  
ADDRESS: 5723 SE Bush St. , Portland, OR 97206 WORK PHONE: 274-6556

Is your residence located in Multnomah County?

YES ☒ NO ☐

SECTION II

Why are you interested in serving on the Multnomah County Citizen Involvement Committee?

I believe the citizens are the government and am willing to do my part.

SECTION III

Please list three volunteer/civic activities:

ORGANIZATION: 1. City of Portland, BAC  
Personnel , 1 year as Chair DATE: Aug. 87-June 89  
2. Multnomah County  
MC Restitution Center DATE: Jan 90-current  
Multnomah County Chair  
3. Sheriff's CBAC/Joint Justice Servs. DATE: Sept. 90-current

RESPONSIBILITIES: chairing of two of the committees, reporting writing,  
recommendations, testimony in front of BACC, City Council and County Board

Areas: budget, programs, special requests of BACC, City Council, CIC and County Board

#### SECTION IV

Please list the name, address and telephone numbers of two people who may be contacted as references. Please name those who know about your interests and qualifications to serve on the Citizen Involvement Committee:

Karma Sweet	6744 SE Gladstone	Portland, OR	97206	775-6494
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John Legry	CIC office	Multnomah County	248-3450
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#### SECTION V

Please state any potential conflicts of interest between private life and public service which might result from service on the Citizen Involvement Committee:

none

#### SECTION VI

In order to assist Multnomah County in meeting affirmative action goals, additional information is requested of you. This section is voluntary and will remain confidential.

BIRTH DATE: Month 5 Day 24 Year 48 SEX: Female X Male       

ETHNIC ORIGIN: Asian        Black        Hispanic       

Native American        X White       

My signature affirms that all information is true to the best of my knowledge. I understand that any misstatement of fact or misrepresentation of credentials may result in this application being disqualified from further consideration or, subsequent to my appointment to the Citizen Involvement Committee, may result in my dismissal from that Committee.

Signature: Rachel A. Sumner Date: 4-9-90

IntrsFrm.CIC

DATE SUBMITTED 7-5-90

(For Clerk's Use)

Meeting Date JUL 12 1990

Agenda No. R-1

REQUEST FOR PLACEMENT ON THE AGENDA

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 \_\_\_\_\_

SIGNATURES:

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

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.

#1

Date

7/12/90

NAME

DETECTIVE DAVE HADLEY

ADDRESS

SHERIFF'S OFFICE

Street

City

Zip

I wish to speak on Agenda Item #

R-1

Subject

CHILD ABUSE

X

FOR

AGAINST

PLEASE WRITE LEGIBLY!

#2

Emmy Lowe

Date 7/2/90

NAME

~~Emmy Lowe~~ - CALES

ADDRESS

2200 N. Benton Ave.

Street

Pld  
City

97227  
Zip

I wish to speak on Agenda Item #

R-1

Subject

Child Abuse Ordinance

☒ FOR

☐ AGAINST

PLEASE WRITE LEGIBLY!



#3

Date

7/12/90

NAME

DETECTIVE KRISTI GUSTAFSON

ADDRESS

SHERIFF'S OFFICE

Street

City

Zip

I wish to speak on Agenda Item #

R-1

Subject

CHILD ABUSE

X

FOR

AGAINST

PLEASE WRITE LEGIBLY!

#4

Date 7/12/90

NAME SHERIFF BOB SKIPPER

ADDRESS

Street

City

Zip

I wish to speak on Agenda Item #

Subject

R-1  
CHILD ABUSE

X

FOR

AGAINST

PLEASE WRITE LEGIBLY!

#6 & #6

Date 7-12-

NAME

David Fuks & Jean Powell

ADDRESS

CSD, 815 NE Davis

Street

Portland, OR

City

97202

Zip

I wish to speak on Agenda Item #

R-1

Subject

Child Abuse

X

FOR

AGAINST

PLEASE WRITE LEGIBLY!

## 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 were felt to be readily accessible 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 Farrow

Planning & Budget Division (if fiscal impact): \_\_\_\_\_

Department Manager/Elected Official: Pauline Anderson

BEFORE THE BOARD OF COMMISSIONERS

FOR THE COUNTY OF MULTNOMAH

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

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.

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.

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.

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 \_\_\_\_\_ day of \_\_\_\_\_, 1990, being the  
14 date of its second reading before the Board of County  
15 Commissioner of Multnomah County.

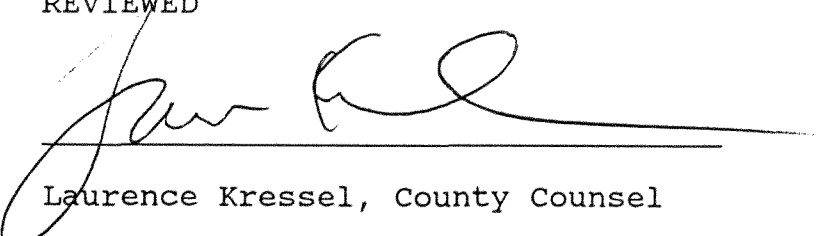
16 (SEAL)

17 By \_\_\_\_\_

18 Gladys McCoy, Chair

19 Multnomah County, Oregon

20 REVIEWED

21   
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: July 12, 1990

Agenda No.: R-2

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM  
(For Non-Budgetary Items)

SUBJECT: Resolution calling for Public Hearing on the Proposed General Obligation Bond

BCC Informal July 10, 1990  
(date)

BCC Formal July 12, 1990  
(date)

DEPARTMENT Non-Departmental

DIVISION Chair's Office

CONTACT Teri Duffy

TELEPHONE 248-3308

PERSON(S) MAKING PRESENTATION Hank Miggins, Duane Zussy

7/12/90 Copies to BCC, L. Alexander, P. Yarbrough, D. Boyer, D. Zussy  
Hol. O'Connell, Howard Klink, Teri Duffy, Hank Miggins  
ACTION REQUESTED:

☐ INFORMATIONAL ONLY

☐ POLICY DIRECTION

☐ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 20 Minutes

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

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

Call for a public hearing and publication of notice for a public hearing on August 2, 1990 on the proposed general obligation bond to submit to voters on September 18, 1990 the question whether to authorize the sale of general obligation bonds to finance the construction of a new Juvenile Justice Facility; the construction of new courtrooms and the renovation of the downtown courthouse and expansion of office space for the District Attorney.

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL

Gladys McCoy

Or

DEPARTMENT MANAGER

(All accompanying documents must have required signatures)

CLERK OF DISTRICT COURT  
JUL 12 1990  
CLERK OF DISTRICT COURT  
OREGON



MULTNOMAH COUNTY OREGON

BOARD OF  
COUNTY COMMISSIONERS

1990 JUL -9 AM 9:03

MULTNOMAH COUNTY  
OREGON

NEWS

CONTACT: Teri Duffy, 248-3308

PHOTO, VIDEO, AUDIO OPPORTUNITY: Yes

IMMEDIATE RELEASE

DECISION EXPECTED ON 31.6 MILLION DOLLAR GENERAL OBLIGATION BOND

Multnomah County Board of Commissioners must reach a decision no later than Thursday, July 12, 1990 on a proposed 31.6 million dollar general obligation bond if it is to be submitted to voters for a September 18, 1990 election.

The proceeds of the government obligation bond would be used to finance the construction of a new Juvenile Justice facility, which includes juvenile detention, juvenile prosecutors and probation officers space, five courtrooms, counselor's offices, and juvenile justice administration. In addition, the funds would also be used to finance the construction of three new downtown courtrooms, the renovation of the Multnomah County Courthouse and expansion of office space for the District Attorney's Office.

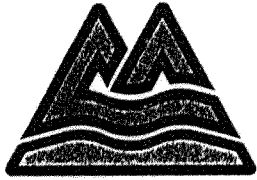
Five community public hearings have been held within the County during the month of June to obtain public input. Final recommendations from departmental staff will be presented to the Board of Commissioners on Tuesday, July 10, 1990 at 1:30 P.M. in Room 602 of the Courthouse.

The resolution, which calls for a public hearing on August 2, 1990 to authorize the sale of 31.6 million dollars of general obligation bonds, will be voted on Thursday, July 12, 1990 at 9:30 A.M. at the formal Board meeting.

# # #

Gladys McCoy,  
County Chair

Multnomah County Courthouse  
1021 S.W. Fourth Avenue  
Portland, Oregon 97204



# 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: County Chair Gladys McCoy  
Commissioner Pauline Anderson  
Commissioner Rick Bauman  
Commissioner Gretchen Kafoury  
Commissioner Sharron Kelley

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

DATE: July 6, 1990

SUBJECT: Juvenile Justice Complex Options Related to the General Obligation  
Bond Proposal

This memo is to clarify cost information related to the Juvenile Justice Complex portion of the General Obligation Bond proposal and present several options you may wish to consider based on citizen input from the public hearings.

### 1) The Current GO Bond Proposal

The current proposal recommends an issue of \$31.6 million in GO Bonds. \$23.8 million of that amount will fund replacement of the Donald E. Long Facility and \$7.8 million will provide for downtown courthouse renovation and District Attorney space needs.

\$23.8 million for construction of a Juvenile Justice Complex will provide a detention capacity of 88 beds, utilizing two pods of 44 beds each.

The existing detention facility is currently funded to provide 84 beds. This number reflects the increase recently granted by the Board of County Commissioners and includes 52 regular detention beds, 10 beds for overflow capacity, and 22 beds allocated to the 30 day program.

The bond issue would result in an estimated \$10.21 per year property tax increase for a \$60,000 home. This would be reduced to approximately \$9.69 per year due to contributions from Washington and Clackamas Counties.

BOARD OF  
COUNTY COMMISSIONERS  
1990 JUL 10 PM 3:43  
MULTNOMAH COUNTY  
OREGON



2. Options Based on Input from the Public Hearings

Questions about the capacity of the proposed detention facility were raised at every public hearing. Concern was expressed that the proposed 88 bed capacity would not be adequate to address long-term detention space needs.

County Facilities Management staff, in consultation with KMD Architects, have prepared cost estimates for three different options that would allow an increase in detention facility capacity over the currently proposed 88 beds. Those options and the related property tax impacts are outlined below. Each property tax impact figure represents the increase for the total GO bond amount and may be reduced by approximately .52 to reflect contributions from Washington and Clackamas to the cost of this project.

A. Complete Shell Construction of One Additional Pod

This option would allow the flexibility to increase detention capacity in half pod or full pod increments, as needed.

Cost: \$1,147,000

This amount would increase the Juvenile Justice Complex portion of the GO Bond proposal from \$23.8 million to \$24.9 million.

Property Tax Impact: \$10.55 per year increase for a \$60,000 home.

B. Complete Shell Construction of One Additional Pod and Finish One Half Pod

This option would increase detention capacity from 88 to 110 beds. These beds would be available upon completion of the project.

Cost: \$1,531,000

This amount would increase the Juvenile Justice Complex portion of the GO Bond proposal from \$23.8 million to \$25.3 million.

Property Tax Impact: \$10.67 per year increase for a \$60,000 home.

C. Complete One Additional Pod

This option would increase detention capacity from the currently proposed 88 to 132 beds. These beds would be available upon completion of the project.

Cost: \$1,900,000

This amount would increase the Juvenile Justice Complex portion of the GO Bond from \$23.8 million to \$25.7 million.

Property Tax Impact: \$10.79 per year increase for a \$60,000 home.

The above information is presented to enable you to fully consider citizen concerns as you move towards a final decision on this matter on July 12. If you need more information before that date, do not hesitate to contact me.

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR MULTNOMAH COUNTY, OREGON

In the Matter of Calling for a )  
Public Hearing on a Proposed ) RESOLUTION NO. \_\_\_\_\_  
General Obligation Bond )  
Authorization )

WHEREAS, the Donald E. Long facility, which houses the Juvenile Justice Division, juvenile detention, juvenile court, district attorneys offices, and counselors' officers, is approximately 40 years old; and

WHEREAS, the physical condition of the facility has deteriorated due to age and hard use; and

WHEREAS, the detention area is outmoded, with an inadequate heating and ventilation system; and

WHEREAS, there also exists a current need for additional courtroom space as well as additional space for the district attorneys who work in the facility; and

WHEREAS, it would be in the best interest of the citizens of Multnomah County to construct a new Donald E. Long facility; and

WHEREAS, by state law, the County has the authority to issue and sell general obligation bonds of Multnomah County in the amount and for the purposes above mentioned, upon approval by a majority of legal voters of the County; and

WHEREAS, prior to placing the matter on the ballot, a public hearing is required;

NOW, THEREFORE, BE IT RESOLVED, that:

1. It is this Board's intention to submit to the legal voters of Multnomah County at the election to be held on September 18, 1990 the question whether to authorize the issuance and sale of general obligation bonds in an amount not to exceed 31.6 million dollars, the bonds to mature over a period not to exceed 30 years, in order to finance construction of a new Donald E. Long facility on the current site as well as construction of new courtrooms at the downtown courthouse, renovation of the downtown courthouse, and expansion of office space for the District Attorney; and

Page

2. At 9:30 a.m. on August 2, 1990 at the Multnomah County Courthouse, 1020 SW Fifth Avenue, Portland, Oregon, Room 602, this Board shall hold a public hearing on the proposed bond issue; and

3. The Clerk of the Board shall publish notice of said hearing in The Oregonian for the time required by state law and in substantially the form attached hereto as Exhibit A.

Dated this \_\_\_\_\_ day of July, 1990.

Gladys McCoy  
Multnomah County Chair

~~REVIEWED:~~

Laurence Kressel, County Counsel  
of Multnomah County, Oregon

1ATTY.184/dc  
6/20/90:2

## NOTICE

Notice of hearing on issuance of general obligation bonds of Multnomah County to finance construction of a new Donald E. Long facility, including juvenile detention, juvenile justice administration, district attorneys' office, and related uses and to finance construction of new courtrooms at the downtown courthouse, renovation of the downtown courthouse, and expansion of office space for the District Attorney.

On August 2, 1990 at 9:30 a.m. in Room 602 of the Multnomah County Courthouse, 1020 SW Fifth Avenue, Portland, Oregon, the Board of County Commissioners of Multnomah County will hold a public hearing on the issuance and sale of general obligation bonds of Multnomah County not to exceed 31.6 million dollars. The bonds would mature over a period not to exceed 30 years.

The proceeds would be used to finance the construction of a new Donald E. Long facility on the current site, for such purposes as courtrooms, juvenile detention, district attorneys and counselors' offices, and juvenile justice administration. The proceeds will also be used to finance construction of new courtrooms at the downtown courthouse, renovation of the downtown courthouse, and expansion of office space for the District Attorney.

At the conclusion of the public hearing the Multnomah County Board of Commissioners will determine whether to submit the question of issuing and selling general obligation bonds for the above stated purposes to the voters at the September 18, 1990 election. All interested persons may attend the hearing and shall be given a reasonable opportunity to be heard.

---

Gladys McCoy, Chair  
Board of County Commissioners  
for Multnomah County

1ATTY.184/dc  
6/20/90:2

Page

1                               BEFORE THE BOARD OF COUNTY COMMISSIONERS  
2  
3                               FOR MULTNOMAH COUNTY, OREGON

4   In the Matter of Calling for a               )  
5   Public Hearing on a Proposed               )       RESOLUTION NO.  
6   General Obligation Bond               )  
7   Authorization                               )

8               WHEREAS, the Donald E. Long facility, which houses the  
9   Juvenile Justice Division, juvenile detention, juvenile court,  
10   district attorneys offices, and counselors' officers, is  
11   approximately 40 years old; and

12               WHEREAS, the physical condition of the facility has  
13   deteriorated due to age and hard use; and

14               WHEREAS, the detention area is outmoded, with an inadequate  
15   heating and ventilation system; and

16               WHEREAS, there also exists a current need for additional  
17   courtroom space as well as additional space for the district  
18   attorneys who work in the facility; and

19               WHEREAS, it would be in the best interest of the citizens  
20   of Multnomah County to construct a new Donald E. Long facility; and

21               WHEREAS, by state law, the County has the authority to  
22   issue and sell general obligation bonds of Multnomah County in the  
23   amount and for the purposes above mentioned, upon approval by a  
24   majority of legal voters of the County; and

25               WHEREAS, prior to placing the matter on the ballot, a  
26   public hearing is required;

              NOW, THEREFORE, BE IT RESOLVED, that:

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18, 1990 the question whether to authorize the issuance and sale  
of general obligation bonds in an amount not to exceed  
31.6 million dollars, the bonds to mature over a period not to  
exceed 30 years, in order to finance construction of a new Donald  
E. Long facility on the current site as well as construction of  
new courtrooms at the downtown courthouse, renovation of the  
downtown courthouse, and expansion of office space for the  
District Attorney; and

1           2. At 9:30 a.m. on August 2, 1990 at the Multnomah County  
2 Courthouse, 1021 SW Fourth Avenue, Portland, Oregon, Room 602,  
3 this Board shall hold a public hearing on the proposed bond issue;  
4 and

5           3. The Clerk of the Board shall publish notice of said  
6 hearing in The Oregonian for the time required by state law and in  
7 substantially the form attached hereto as Exhibit "A".

8           Dated this \_\_\_\_\_ day of July, 1990.

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14 Gladys McCoy  
15 Multnomah County Chair

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20           REVIEWED:

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23           \_\_\_\_\_  
24 Laurence Kressel, County Counsel  
25 of Multnomah County, Oregon  
26

0877C/dr  
7/10/90

1 EXHIBIT "A"

2 NOTICE

3  
4 Notice of hearing on issuance of general obligation bonds  
5 of Multnomah County to finance construction of a new Donald E.  
6 Long facility, including juvenile detention, juvenile justice  
7 administration, district attorneys' office, and related uses and  
8 to finance construction of new courtrooms at the downtown  
9 courthouse, renovation of the downtown courthouse, and expansion  
10 of office space for the District Attorney.

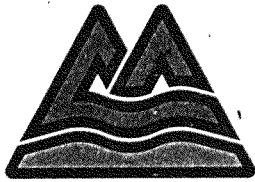
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15 bonds of Multnomah County not to exceed 31.6 million dollars. The  
16 bonds would mature over a period not to exceed 30 years.

17 The proceeds would be used to finance the construction of a  
18 new Donald E. Long facility on the current site, for such purposes  
19 as courtrooms, juvenile detention, district attorneys and  
20 counselors' offices, and juvenile justice administration. The  
21 proceeds will also be used to finance construction of new  
22 courtrooms at the downtown courthouse, renovation of the downtown  
23 courthouse, and expansion of office space for the District  
24 Attorney.

25 At the conclusion of the public hearing the Multnomah  
26 County Board of Commissioners will determine whether to submit the  
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Gladys McCoy, Chair  
Board of County Commissioners  
for Multnomah County



# 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: Sharron Kelley, Multnomah County Commissioner

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

DATE: July 12, 1990

SUBJECT: Revisiting Detention Population Trends Analysis

During the informal briefing of the Board of County Commissioners on July 10, 1990, you asked for clarification on several matters pertaining to the replacement of the Juvenile Justice Division complex and the Donald E. Long Home.

As we understand it, you asked us to revisit the process which led to our recommendation to build a completed 88 bed detention facility with the possible addition of a third "pod" shelled in for future use. Such a "third pod" could provide up to an additional 44 detention beds or could house on-site non-custodial programming alternatives, depending upon emergent needs.

### Eighty-eight Bed Detention Complex:

In material previously presented to the Board of County Commissioners, we have described a detention population that has remained relatively stable with the exception of the last three years. In 1989, the average population in detention was 44 youth. Experience so far in 1990 indicates our previously stated projection for this year (an average of 51 youth) appears to have been accurate. The peak populations experienced during the last three years has risen proportionately. On at least one occasion in 1990 we have experienced a peak population for 64 boys and 10 girls for a total of 74 youth in detention.

Based upon this experience, the Board of County Commissioners recently funded permanent full-time staffing of the second Boys Unit along with two program components designed to provide alternatives to detention and, thus, to allow greater control over the total peak populations we will experience in this and future years.



Memo to Commissioner Sharron Kelley  
July 12, 1990  
Page 2

The crux of your question appears to be whether or not recent changes in our detention population reflect a lasting change in the trend line established over the past three years which might force us to reassess the need for additional detention beds over and above the 88 we presently plan to provide through this construction project.

In order to answer your questions in this regard, we considered the following factors which result in referrals to the Juvenile Justice Division and the concomitant need for detention beds.

1. The number of law enforcement Officers, Prosecutors, Defense Attorneys, and Judges in a community.
2. The extent to which local law enforcement officials choose to focus enforcement attention upon youth and the types of crime in which young people typically engage.
3. The number of serious crimes that are being committed by youth, especially person-to-person violent crimes.
4. The projected growth in the number of families and children living in the Tri-County Area.
5. The length of time youth typically stay in detention.
6. The adequacy and availability of alternatives to detention.
7. The public policy direction which either focuses on the use of secure custody as an intervention, or emphasizes the use of alternatives to secure custody.

As you can see, when we try to make projections of the future growth in the Juvenile Justice system, we are forced to rely upon variables that do not lend themselves to scientific precision.

For example, we are aware that the Portland Police Bureau is in the process of implementing a "community policing model" with the expectation of full deployment during the next five years. This community policing model is anticipated to include the addition of a special focus "Police Youth Division" that will emphasize juvenile enforcement. One of the many goals of community policing is to place officers in the community for the purpose of solving the underlying problems before such problems deteriorate into criminal activity. Therefore, with these conflicting indicators we cannot predict with any degree of accuracy what, if any, effect the "community policing model" or the deployment of a "Police Youth Division" will have upon the arrest rate for youthful offenders and, thus, upon our detention population.

Turning to other sources that we felt might be more quantifiable and reliable, we obtained data from Portland Public Schools (PPS) which indicates that they anticipate an increase of approximately 3,268 students between now and 1994 (up to 57,510 students from the 54,242 students currently enrolled). This data does not, however, allow us to differentiate the number of youth who live in particular sections of the County which have historically experienced

Memo to Commissioner Sharron Kelley  
July 12, 1990  
Page 3

higher levels of youthful criminal activity. We, therefore, sought additional information from the Population Center at Portland State University (PSU). PSU projects an increase of 6,128 youth aged 10-14 years over the 1989 to 1995 period. In this same time frame PSU estimates an increase of 13,000 youth in the 15-19 age group. (See attachments.)

The discrepancy in the data from PSU (plus or minus 19,000 additional youth) versus that from PPS (plus or minus 3,268 students) makes any meaningful comparisons or trending impossible.

In material previously presented, we have described an increase in the number of serious crimes committed by youthful offenders. We speculate that this rate will continue based upon the presence of the youth gang phenomena. The funding anticipated from the State, in addition to other measures that are being provided by the Board of County Commissioners, will, in our opinion, have a beneficial effect upon the acceleration of criminal activity connected with the youth gang phenomena. It is, of course, difficult to assess how rapidly and how extensively these interventions will begin to mitigate this particular source of the increase in the criminal activity among youth.

Also, in previously submitted material, we have described the steps Chief Juvenile Judge Linda Bergman is taking to accelerate hearings for young people held in secure custody in order to move them through the system more quickly and, thus, to reduce the time they remain in our detention population. We anticipate that those efforts will continue. With the addition of a third full-time Referee in the Juvenile Court, these efforts can have an even more beneficial effect upon our average daily population in detention.

Perhaps the most important and least quantifiable variable in this equation is the public policy direction that will proceed both from the Board of Commissioners and from the Legislative Assembly concerning whether or not secure custody is to be used as a short term expedient, or as a major focus for intervention. Depending upon whether the public policy direction continues emphasizes the use of alternatives to short term detention as well as community-based programs as an alternative to secure custody as the preferred treatment intervention or whether "downsizing" gets redefined as "lock them up locally, rather than at the State level," the need for additional beds will change dramatically and unpredictably.

Based on all of these factors, we still believe that 88 detention beds should reasonably meet the emergent need for the Juvenile Justice Division through 1995. None-the-less, the increase in the number of "at-risk" youth which will accompany the reasonably anticipated growth in the total population of Multnomah, Clackamas and Washington Countys during the first half of this decade would indicate that it may be prudent to shell in one additional "pod" for yet undefined future use.

Memo to Commissioner Sharron Kelley  
July 12, 1990  
Page 4

During the three year construction period of this proposed project we can gain sufficient experience to guide us in a decision as to whether such an additional "pod" should be finished as detention space or for use with alternative programs such as residential alcohol and drug treatment, programs for females, or other yet to be defined uses. This decision could conceivably be accomplished by a change order under the original construction contract issued prior to the end of the initial construction period.

Our goal has been to be prudent with the tax payers dollars in terms of building a facility that is not larger than is absolutely necessary and yet, not "too small" for emergent need. Our best efforts to forecast the detention population have produced conflicting and confusing results. Thus, we cannot give you any scientifically reliable projections and must fall back upon a policy choice. You can build 88 beds with some confidence and a higher degree of risk that need will exceed capacity within the next ten years or you can build a third pod, leaving it unfinished until the nature and size of the need becomes more certain and, thus, mitigate the risk by increasing the cost.

Ultimately this difficult decision rests with you and your colleagues on the Board of County Commissioners.

Attachment

cc: Chair Gladys McCoy  
Members of the Board of County Commissioners

DISTRICT ENROLLMENT HISTORY AND PROJECTIONS BY GRADE LEVEL\*

OCT 1	PK	K	1	2	3	4	5	6	7	8	9	10	11	12	K-12 TOTAL	UN**	GRAND TOTAL
1985	963	3880	4530	4102	3755	3461	3551	3316	3418	3324	4190	4184	3617	3124	48452	1588	51003
1986	1364	4143	4312	4200	3926	3740	3434	3552	3320	3399	3919	4050	3784	3221	49000	1516	51880
1987	1444	4463	4484	4057	4141	3930	3774	3491	3551	3350	3742	3780	3765	3565	50093	1459	52996
1988	1258	4470	4747	4301	3981	4155	3938	3711	3515	3540	3797	3545	3325	3371	50396	1476	53130
1989	1646	4298	4633	4558	4231	3902	4044	3977	3664	3564	3823	3664	3174	3081	50613	1274	53533
1990	1648	4374	4526	4432	4482	4195	3858	4053	3961	3691	3885	3655	3271	2905	51288	1306	54242
1991	1648	4419	4607	4330	4358	4443	4148	3866	4036	3990	4023	3722	3270	3001	52213	1306	55167
1992	1648	4315	4654	4407	4258	4320	4393	4157	3850	4066	4349	3854	3330	3000	52953	1306	55907
1993	1648	4424	4544	4452	4333	4221	4272	4402	4140	3879	4432	4166	3448	3056	53769	1306	56723
1994	1648	4501	4659	4347	4378	4296	4174	4281	4384	4171	4228	4246	3727	3164	54556	1306	57510

\*This is a comprehensive summary and includes elementary schools, middle schools, high schools, and special schools and programs. Special schools and programs, ungraded students, and pre-kindergarten students are not individually projected in this report because their enrollments vary greatly from year to year.

\*\*Ungraded, unassigned, or unclassified students appear in the column titled 'UN' in this report. This column may include special education students who attend special education classes in separate classrooms.

Harold -

The attached sheet is from  
Portland Public Schools and is  
only for City of Portland youth.

I then called the population  
center at PSU. Below are the  
projections that were done in  
1984 for the designated years

	<u>1989</u>	<u>1995</u>	<u>2000</u>
10-14 yrs =	33,197	39,325	37,624
15-19 yrs =	17,809	31,741	36,613
		13,000	

Jue

ESD has not forecast -  
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1  
2 BEFORE THE BOARD OF COUNTY COMMISSIONERS  
3 FOR MULTNOMAH COUNTY, OREGON

4 In the Matter of Calling for a )  
Public Hearing on a Proposed ) RESOLUTION NO. 90-106  
5 General Obligation Bond )  
6 Authorization )

7 WHEREAS, the Donald E. Long facility, which houses the  
8 Juvenile Justice Division, juvenile detention, juvenile court,  
9 district attorneys offices, and counselors' officers, is  
approximately 40 years old; and

10 WHEREAS, the physical condition of the facility has  
deteriorated due to age and hard use; and

11 WHEREAS, the detention area is outmoded, with an inadequate  
12 heating and ventilation system; and

13 WHEREAS, there also exists a current need for additional  
14 courtroom space as well as additional space for the district  
attorneys who work in the facility; and

15 WHEREAS, it would be in the best interest of the citizens  
of Multnomah County to construct a new Donald E. Long facility; and

16 WHEREAS, by state law, the County has the authority to  
17 issue and sell general obligation bonds of Multnomah County in the  
amount and for the purposes above mentioned, upon approval by a  
18 majority of legal voters of the County; and

19 WHEREAS, prior to placing the matter on the ballot, a  
public hearing is required;

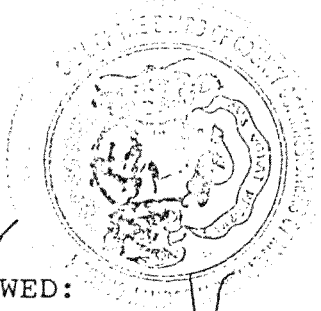
20 NOW, THEREFORE, BE IT RESOLVED, that:

21 1. It is this Board's intention to submit to the legal  
22 voters of Multnomah County at the election to be held on September  
18, 1990 the question whether to authorize the issuance and sale  
23 of general obligation bonds in an amount not to exceed 23.8  
million dollars, the bonds to mature over a period not to exceed  
24 30 years, in order to finance construction of a new Donald E. Long  
facility on the current site; and

1           2. At 9:30 a.m. on July 31, 1990 at the Multnomah County  
2 Courthouse, 1021 SW Fourth Avenue, Portland, Oregon, Room 602,  
3 this Board shall hold a public hearing on the proposed bond issue;  
and

4           3. The Clerk of the Board shall publish notice of said  
5 hearing in The Oregonian for the time required by state law and in  
substantially the form attached hereto as Exhibit "A".

6           Dated this 12th day of July, 1990.



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*Gladys McCoy*  
Gladys McCoy  
Multnomah County Chair

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REVIEWED:

*Laurence Kressel*  
Laurence Kressel, County Counsel  
of Multnomah County, Oregon

0877C/dr  
7/12/90

EXHIBIT "A"

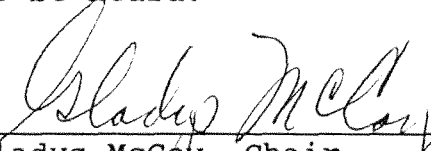
NOTICE

Notice of hearing on issuance of general obligation bonds of Multnomah County to finance construction of a new Donald E. Long facility, including juvenile detention, juvenile justice administration, district attorneys' office, and related uses.

On July 31, 1990 at 9:30 a.m. in Room 602 of the Multnomah County Courthouse, 1021 SW Fourth Avenue, Portland, Oregon, the Board of County Commissioners of Multnomah County will hold a public hearing on the issuance and sale of general obligation bonds of Multnomah County not to exceed 23.8 million dollars. The bonds would mature over a period not to exceed 30 years.

The proceeds would be used to finance the construction of a new Donald E. Long facility on the current site, for such purposes as courtrooms, juvenile detention, district attorneys and counselors' offices, and juvenile justice administration.

At the conclusion of the public hearing the Multnomah County Board of Commissioners will determine whether to submit the question of issuing and selling general obligation bonds for the above stated purposes to the voters at the September 18, 1990 election. All interested persons may attend the hearing and shall be given a reasonable opportunity to be heard.

  
Gladys McCoy, Chair  
Board of County Commissioners  
for Multnomah County



200301

DATE SUBMITTED \_\_\_\_\_

ORIGINAL

(For Clerk's Use)

Meeting Date

JUL 12 1990

Agenda No.

R-3

## REQUEST FOR PLACEMENT ON THE AGENDA

Ratification of Intergovernmental Agreement --

Subject: Housing Authority of Portland,

Informal Only\* \_\_\_\_\_

(Date)

Formal Only

(Date)

DEPARTMENT Sheriff's Office

DIVISION

Enforcement

CONTACT Larry Aab, Manager, P &amp; B Unit

TELEPHONE

255-3600

\*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Robert G. Skipper, Sheriff

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

Provides for community policing services at Housing Authority properties.

7/13/90 Originals to Larry AAB

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

## ACTION REQUESTED:

☐

INFORMATION ONLY

☐

PRELIMINARY APPROVAL

☐

POLICY DIRECTION

☒APPROVAL  
RATIFICATION

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA \_\_\_\_\_

## IMPACT:

## PERSONNEL

☐

FISCAL/BUDGETARY

☐

General Fund

Other \_\_\_\_\_

## SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER:

Robert G. Skipper S.E.  
Sheriff

BUDGET / PERSONNEL \_\_\_\_\_

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts)

Candice Duffy 7-3-90

OTHER \_\_\_\_\_

(Purchasing, Facilities Management, etc.)

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



MULTNOMAH COUNTY OREGON

# CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

ORIGINAL

Contract # 2-0030-1

Amendment # \_\_\_\_\_

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 <b>RATIFIED</b> <b>Multnomah County Board of Commissioners</b> <u>R-3</u> <u>July 12, 1990</u>

RETURN TO: LARRY AAB - 313/225

Contact Person Laura Harryman

Phone 251-2434

Date 6/13/90

Department Sheriff's Office

Division Enforcement

Bldg/Room 313/225

Description of Contract Provides for community policing services at Housing Authority properties.

RFP/BID # \_\_\_\_\_ Date of RFP/BID \_\_\_\_\_ Exemption Exp. Date \_\_\_\_\_

ORS/AR # \_\_\_\_\_ Contractor is ☐ MBE ☐ WBE ☐ QRF

Contractor Name Housing Authority of Portland  
 Mailing Address Donald E. Clark, Exec. Director  
P.O. Box 13220  
Portland, OR 97213

Phone 249-5501

Employer ID # or SS # \_\_\_\_\_

Effective Date July 1, 1990

Termination Date June 30, 1991

Original Contract Amount \$ 345,428

Amount of Amendment \$ \_\_\_\_\_

Total Amount of Agreement \$ 345,428

## Payment Term

- ☐ Lump Sum \$ \_\_\_\_\_  
☐ Monthly \$ \_\_\_\_\_  
☐ 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 Sandra Duff

County Chair/Sheriff \_\_\_\_\_

Date 6/19/90

Date \_\_\_\_\_

Date 7-3-90

Date \_\_\_\_\_

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT		\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	7/1/91/ Rev. Source	SUB ORG	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND	
01.	56 100	020	3150			2030						
02.												
03.												

INSTRUCTIONS ON REVERSE SIDE

WHITE - PURCHASING

CANARY - INITIATOR

PINK - CLERK OF THE BOARD

GREEN - FINANCE

AGREEMENT FOR PUBLIC SAFETY MANAGEMENT SERVICES  
BETWEEN THE HOUSING AUTHORITY OF PORTLAND  
AND MULTNOMAH COUNTY

THIS CONTRACT is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 1990, by and between MULTNOMAH COUNTY, a home rule political subdivision of the State of Oregon (hereinafter referred to as "COUNTY"), and the HOUSING AUTHORITY OF PORTLAND (hereinafter referred to as HOUSING AUTHORITY).

WITNESSETH:

WHEREAS, the HOUSING AUTHORITY is desirous of contracting with the COUNTY for the provision of public safety functions for property owned by the HOUSING AUTHORITY or under its control; and

WHEREAS, the COUNTY through the Multnomah County Sheriff is able and prepared to provide the services required by the HOUSING AUTHORITY under those terms and conditions set forth; now, therefore,

IN CONSIDERATION of those mutual promises and the terms and conditions set forth hereafter, and pursuant to ORS Chapter 190, the parties agree as follows:

1. Term.

This Agreement shall commence on the 1st day of July, 1990. It shall terminate on the 30th day of June, 1991, unless it is sooner terminated under the provisions hereof.

2. COUNTY'S obligations.

- A. COUNTY will make available to the HOUSING AUTHORITY one public safety manager (lieutenant), three deputy sheriffs and two community service officers. (These persons are hereinafter referred to as "ASSIGNED PERSONNEL".) ASSIGNED PERSONNEL shall provide public safety services to HOUSING AUTHORITY on a full time basis during the term of this Agreement.
- B. ASSIGNED PERSONNEL shall, in conjunction with HOUSING AUTHORITY representatives, continue to develop and implement a comprehensive public safety program for property owned by or under the control of the HOUSING AUTHORITY. This program will be based on a community policing model that emphasizes education, crime prevention, and community involvement whenever practical. It will consist of safety action teams composed of sworn and non-sworn personnel. Sworn personnel shall be in the uniform of the Multnomah County Sheriff. Non-sworn personnel shall be unarmed.
- C. In connection with the public safety program, the services provided by ASSIGNED PERSONNEL shall include:
  - 1) Detection of criminal activity on HOUSING AUTHORITY property and appropriate action to stop such activity.
  - 2) Training of HOUSING AUTHORITY residents in methods of crime prevention and self defense.

200301

3) Assistance in the identification of "at risk" youth and referral of such youth to appropriate service providers.

- D. ASSIGNED PERSONNEL shall, in accordance with applicable legal procedures and practices, assist HOUSING AUTHORITY personnel in enforcing rules and regulations relating to tenant responsibilities;
- E. COUNTY will provide communications equipment, uniforms, and other basic equipment and supplies necessary for the ASSIGNED PERSONNEL to carry out their duties as law enforcement officers
- F. COUNTY'S Sheriff will maintain supervisory control over ASSIGNED PERSONNEL in matters of employment including standards of performance, discipline, and personnel issues. COUNTY will provide all salary and benefits to ASSIGNED PERSONNEL and shall remain responsible for complying with applicable union contracts, personnel rules, and policies;
- G. COUNTY will provide, maintain, and insure one patrol vehicle to be used by ASSIGNED PERSONNEL in carrying out the terms of this Agreement. The standard Multnomah County Sheriff's Office markings will appear on the patrol car, along with a modification which will include HOUSING AUTHORITY identification. COUNTY will also maintain and insure a mini-van purchased by HOUSING AUTHORITY and conveyed to COUNTY pursuant to Section 3D of the 1989-1990 contract.

3. HOUSING AUTHORITY'S obligations.

- A. HOUSING AUTHORITY shall provide adequate office space, supplies, equipment, and clerical staff as necessary to support the services to be performed. It is agreed that the safety action teams shall work out of an office located at the Columbia Villa/Tamarack complex which will be accessible to the Portland Police Bureau, various social service providers, and to residents for as many hours a day as possible;
- B. HOUSING AUTHORITY shall continue its resident aide program. However, the responsibilities of the resident aides will be redirected to complement the work of the safety action team. The resident aides will continue to be employees of the HOUSING AUTHORITY and to staff the telephone service and provide assistance to residents. The safety action team shall participate in the selection (including the background investigations) and the training of future resident aides;

4. Compensation.

HOUSING AUTHORITY agrees to pay COUNTY the sum of three hundred forty five thousand, four hundred twenty-eight dollars (\$345,428) for the performance of those services provided hereunder. Payment of such services shall be made according to the following schedule:

Upon Execution of Contract	\$86,809
October 1, 1990	86,809
January 1, 1991	86,810
April 1, 1991	<u>85,000</u>
Total	\$345,428

200301

5. Liability and Indemnification.

- A. ASSIGNED PERSONNEL provided pursuant to the terms of this contract shall be employees of the Multnomah County Sheriff's Office.
- B. COUNTY shall indemnify, defend and hold harmless HOUSING AUTHORITY, its officers, employees, and agents from all claims, suits, actions, or expenses of any nature resulting from or arising out of the acts, errors, or omissions of the ASSIGNED PERSONNEL acting pursuant to the terms of this agreement.
- C. HOUSING AUTHORITY in turn agrees to indemnify, defend, and hold harmless COUNTY, its officers, employees, and agents, including ASSIGNED PERSONNEL from all claims, suits, actions, or expenses of any nature resulting from or arising out of 1) the acts, errors, or omissions of HOUSING AUTHORITY, its assignees, subcontractors, agents, or employees, and 2) the acts of ASSIGNED PERSONNEL done under the direction of HOUSING AUTHORITY, its assignees, subcontractors, agents, or employees.
- D. HOUSING AUTHORITY does not assume any liability for the direct payment of any wages, salaries, or other compensation to ASSIGNED PERSONNEL performing services pursuant to the terms of this Agreement or for any other liability not provided for in this Agreement.
- E. COUNTY shall maintain Workers' Compensation insurance coverage for ASSIGNED PERSONNEL, either as a carrier insured employer or a self-insured employer as provided in Chapter 656 of the Oregon Revised Statutes.
- F. Nothing in this agreement is intended to limit the remedy of either party against the other party, including claims under subrogation agreements within the party's insurance carrier, to recover damages to property or injuries to persons caused by a party's negligence.

6. Early Termination.

- A. This Agreement may be terminated prior to the expiration of the agreed upon term by either party upon ninety (90) days written notice to the other, delivered by certified mail or in person.
- B. Payment to COUNTY shall be prorated to and include the day of termination.
- C. Termination under any provision of this agreement shall not affect any right, obligation, or liability of COUNTY or the HOUSING AUTHORITY which accrued prior to such termination.

7. Access to Records.

HOUSING AUTHORITY shall have access to non-criminal records including books, documents, and papers of the COUNTY as are directly pertinent to this agreement for the purpose of making audit and examination. HOUSING AUTHORITY agrees that any audit shall be arranged by contacting the Sheriff or his representative at least ten (10) working days prior to the commencement of the audit and shall be conducted at any time during normal working hours.

200301

8. Modification.

Any modification of the provisions of this Agreement shall be reduced to writing and signed by the parties.

9. Contract Administration.

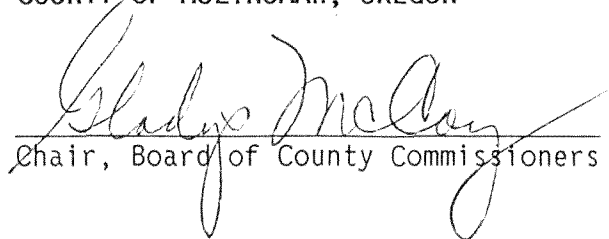
- A. The Multnomah County Sheriff or his designated representative will represent the COUNTY in all matters pertaining to administration of this agreement.
- B. HOUSING AUTHORITY designates its executive director to represent the HOUSING AUTHORITY in all matters pertaining to administration of this Agreement.
- C. Any notice or notices provided for by this Agreement or by law to be given or served upon the COUNTY shall be given or served by letter, deposited in the US mail, postage prepaid, and addressed to the Sheriff, Multnomah County Sheriff's Office, 12240 NE Glisan, Portland, Oregon, 97230.
- D. Any notice or notices provided for by this Agreement or by law to be given or served upon the HOUSING AUTHORITY may be given or served by letter deposited in the US mail, postage prepaid and addressed to the Housing Authority of Portland, 1605 NE 45th, Portland, Oregon, 97213.

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

HOUSING AUTHORITY OF PORTLAND

COUNTY OF MULTNOMAH, OREGON

\_\_\_\_\_  
Chair, Housing Authority Board

  
\_\_\_\_\_  
Chair, Board of County Commissioners

\_\_\_\_\_  
Executive Director

\_\_\_\_\_  
Sheriff, Multnomah County

APPROVED AS TO FORM:

REVIEWED:

\_\_\_\_\_  
Housing Authority Attorney

 7-3-90  
\_\_\_\_\_  
County Counsel

RA/e1c/49-ZLAW

**RATIFIED**  
**Multnomah County Board**  
**of Commissioners**  
July 12, 1990

DATE SUBMITTED \_\_\_\_\_

ORIGINAL

(For Clerk's Use)  
Meeting Date JUL 12 1990  
Agenda No. R-4

**REQUEST FOR PLACEMENT ON THE AGENDA**

Ratification of Intergovernmental Agreement --  
Subject: Bureau of Emergency Communications.

Informal Only\* \_\_\_\_\_  
(Date)

Formal Only \_\_\_\_\_  
(Date)

DEPARTMENT Sheriff's Office DIVISION Enforcement

CONTACT Larry Aab, Manager, P & B Unit TELEPHONE 255-3600 Ext 489

\*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Robert G. Skipper, Sheriff

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

Multnomah County Sheriff's Office is contracting with the City of Portland for the expansion of the CAD alarm file from 32,500 records to 65,000+ records.

(Computer Assisted Dispatch)  
7/13/90 originals to Larry Aab

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

**ACTION REQUESTED:**

☐ INFORMATION ONLY ☐ PRELIMINARY APPROVAL ☐ POLICY DIRECTION ☒ ~~APPROVAL~~  
RATIFICATION

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA \_\_\_\_\_

**IMPACT:**

**PERSONNEL**

☐ FISCAL/BUDGETARY  
☐ General Fund

Other \_\_\_\_\_

**SIGNATURES:**

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: Robert G. Skipper

Sheriff

BUDGET / PERSONNEL \_\_\_\_\_

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) Sandra Duff 7-3-90

OTHER \_\_\_\_\_  
(Purchasing, Facilities Management, etc.)

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

**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

Contract # 200521

MULTNOMAH COUNTY OREGON

Amendment # \_\_\_\_\_

<b>CLASS I</b> <input type="checkbox"/> Professional Services under \$10,000	<b>CLASS II</b> <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	<b>CLASS III</b> <input checked="" type="checkbox"/> Intergovernmental Agreement <b>RATIFIED</b> <b>Multnomah County Board of Commissioners</b> <u>R-4 July 12, 1990</u>
---------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

RETURN TO LARRY AAB - 313/225

Contact Person Mary Ann InglesbyPhone 251-2411Date 6/15/90Department Sheriff's Office  
Alarm Ordinance UnitDivision CivilBldg/Room 313/102

Description of Contract Mult.County Sheriff's Office is contracting with the City of Portland for the expansion of the CAD alarm file from 32,500 records to 65,000+ records.

RFP/BID # \_\_\_\_\_ Date of RFP/BID \_\_\_\_\_ Exemption Exp. Date \_\_\_\_\_

ORS/AR # \_\_\_\_\_ Contractor is ☐ MBE ☐ WBE ☐ QRFContractor Name Bureau of Emergency CommunicationsMailing Address 2960 SE 103rd Dr.Portland, Oregon 97266Phone 760-6730

Employer ID # or SS # \_\_\_\_\_

Effective Date June 15, 1990Termination Date June 30, 1990Original Contract Amount \$ 12,350

Amount of Amendment \$ \_\_\_\_\_

Total Amount of Agreement \$ 12,350**Payment Term**☒ Lump Sum \$ 12,350☐ Monthly \$ \_\_\_\_\_☐ Other \$ \_\_\_\_\_☐ Requirements contract - Requisition required.

Purchase Order No. \_\_\_\_\_

☐ Requirements Not to Exceed \$ \_\_\_\_\_**REQUIRED SIGNATURES:**Department Manager Randy AmundsonDate 6-27-90

Purchasing Director \_\_\_\_\_

Date \_\_\_\_\_

(Class II Contracts Only)

County Counsel Candra DuffyDate 7-3-90

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
01.	100	020	3502			6110						
02.												
03.												

INSTRUCTIONS ON REVERSE SIDE

WHITE - PURCHASING

CANARY - INITIATOR

PINK - CLERK OF THE BOARD

GREEN - FINANCE



CONTRACT NO.: 200521  
CONTRACTOR: City of Portland  
PAGE 1 OF 5

ORIGINAL

MULTNOMAH COUNTY SHERIFF'S OFFICE

PERSONAL SERVICES AGREEMENT

THIS CONTRACT, made and entered into as of the 15th day of June, 1990, by and between Multnomah County, a home rule political subdivision of the State of Oregon (hereinafter referred to as "County"), and City of Portland (hereinafter referred to as "Contractor").

WHEREAS, the County's Sheriff's Office requires services which Contractor is capable of providing, under terms and conditions hereinafter described; and

WHEREAS, Contractor is able and prepared to provide such services as County does hereinafter require, under those terms and conditions set forth; now, therefore,

IN CONSIDERATION of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. Term.

The term of this Agreement shall be from June 15, 1990, to and including June 30, 1990, unless sooner terminated under the provisions hereof.

2. Services.

The scope of Contractor's services under this Agreement are set forth in Exhibit "A". All provisions and covenants contained in Exhibit "A" are hereby incorporated by reference and shall become a part of this Agreement as if fully set forth herein.

3. Contractor Identification.

Contractor shall furnish to County its employer identification number, as designated by the Internal Revenue Service, or Contractor's Social Security Number, as County deems applicable.

4. Compensation.

A. County agrees to pay Contractor a maximum of \$12,350 for performance of those services provided hereunder, which payment shall be paid upon receipt of Contractor's monthly bill in accordance with the agreed-upon rate set forth in Exhibit "A".

B. County certifies that sufficient funds are available and authorized for expenditure to finance costs of this contract.

C. All questions regarding billings shall be addressed to:

Multnomah County Sheriff's Office  
Larry Aab, Manager, Planning and Budget Unit  
12240 NE Glisan Street  
Portland, Oregon 97230

5. Contractor is Independent Contractor.

- A. Contractor's services shall be provided under the general supervision of County's project director or his or her designee, but Contractor shall be an independent contractor for all purposes and shall be entitled to no compensation other than the compensation provided for under Paragraph 4 of this Agreement.
- B. Contractor acknowledges responsibility for liability arising out of the performance of this Agreement and shall hold County harmless from and indemnify County for any and all liability, settlements, loss, costs and expenses in connection with any action, suit, or claim resulting or allegedly resulting from activities under or services provided pursuant to this Agreement. County may require Contractor to provide a fidelity bond in an amount not less than the County's maximum liability under the Oregon Tort Claims Act, to assure such indemnification.
- C. Contractor hereby certifies under penalty of perjury that to the best of contractor's knowledge, contractor is not in violation of any Oregon tax laws described in ORS 305.380 (4).

6. Early Termination.

- A. This Agreement may be terminated prior to the expiration of the agreed-upon terms:
1. By mutual written consent of the parties.
  2. By County, effective upon delivery of written notice to Contractor by certified mail or in person.
- B. Payment of Contractor shall be prorated to and include the day of termination and shall be in full satisfaction of all claims by Contractor against County under this Agreement.
- C. Termination under any provision of this paragraph shall not affect any right, obligation, or liability of Contractor or County which accrued prior to such termination.

7. Subcontractors and Assignments.

Unless expressly authorized in Paragraph 2 of this Agreement, Contractor shall neither subcontract with others for any of the work prescribed herein, nor assign any of Contractor's rights acquired hereunder without obtaining prior written approval from County; County by this Agreement incurs no liability to third persons for payment of any compensation provided herein to Contractor.

8. Access to Records.

County shall have access to such books, documents, papers, and records of Contractor as are directly pertinent to this Agreement for the purpose of making audit, examination, and excerpts, and transcripts.

9. Work is Property of County.

All work performed by Contractor under this Agreement shall be the property of County.

10. Adherence to Law.

- A. Contractor shall adhere to all applicable laws governing its relationship with its employees, including but not limited to laws, rules, regulations, and policies concerning Workers' Compensation, and minimum and prevailing wage requirements.
- B. Contractor shall adhere to all applicable laws, regulations, and policies relating to equal employment opportunity, nondiscrimination in services, and affirmative action, including all regulations implementing Executive Order No. 11246 of the President of the United States, Section 402 of the Vietnam Readjustment Assistance Act of 1974, and Section 503 of the Rehabilitation Act of 1973. County shall maintain copies of said laws and regulations on file with its duly-appointed Affirmative Action Officer.

11. Minority Business Enterprise and Employment.

In connection with the performance of this Agreement, County shall cooperate with Contractor in meeting its commitments and goals with regard to the maximum utilization of minority business enterprise and employment. Contractor will use its best efforts to ensure that minority business enterprise and minority employees shall have the maximum practicable opportunity to compete for any subcontract work or employment under this Agreement.

12. Prohibited Interest.

No officer or employee of County during his tenure or one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

CONTRACT NO.: 200521  
CONTRACTOR: City of Portland  
PAGE 4 OF 5

13. Modification.

Any modification of the provisions of this Agreement shall be reduced to writing and signed by the parties.

14. Integration.

This Agreement contains the entire agreement between the parties and supersedes all prior written or oral discussion or agreements.

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

CITY OF PORTLAND, OREGON

\_\_\_\_\_  
Robert G. Skipper, Sheriff

\_\_\_\_\_  
Mayor J. E. Bud Clark

Date \_\_\_\_\_

Date \_\_\_\_\_

REVIEWED:

Laurence Kressel, County Counsel for  
Multnomah County, Oregon

\_\_\_\_\_  
Auditor, City of Portland

Date \_\_\_\_\_

Candra Duffy 7-3-90

Approved as to Form:

Jeffrey L. Rogers  
City Attorney

**RATIFIED**  
**Multnomah County Board**  
**of Commissioners**

July 12, 1990

CONTRACT NO.: 200521  
CONTRACTOR: City of Portland  
PAGE 5 OF 5

EXHIBIT "A"

Multnomah County Sheriff's Office is contracting with the City of Portland to expand the CAD alarm file at BOEC. The original disk storage space could only handle 32,500 files. The expansion will allow the Sheriff's Office unlimited storage space of alarm records. The estimated cost is \$95 per hour X 130 hours = \$12,350.00. The method of billing will be a lump sum.

15A-ALM  
Rev. 6/18/90

DATE SUBMITTED 06/27/90

(For Clerk's Use)  
Meeting Date JUL 12 1990  
Agenda No. R-5

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: Notice of Intent

Informal Only\* 07/10/90  
(Date)

Formal Only 07/12/90  
(Date)

DEPARTMENT Community Corrections DIVISION Program Services

CONTACT Cary W. Harkaway TELEPHONE 248-3980

\*NAME(S) OF PERSON MAKING PRESENTATION TO BOARD Cary W. Harkaway

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

Application/proposal for Bureau of Justice Assistance grant funding pre- and post-trial drug testing and drug assessments.

*7/13/90 Annotated Agenda sent to Cary H.*

(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 5 minutes

IMPACT:

☒ PERSONNEL  
☐ FISCAL/BUDGETARY  
☐ General Fund  
☐ Other \_\_\_\_\_

CLERK OF  
COUNTY OF  
OREGON  
JUL 12 1990  
JUL 12 1990

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: Grant Olson

BUDGET / PERSONNEL Thomas D. Egan Arval W. Bittle

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) \_\_\_\_\_

OTHER \_\_\_\_\_  
(Purchasing, Facilities Management, etc.)

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

Date: 6/12/90

TO: BOARD OF COUNTY COMMISSIONERS

DEPARTMENT AND CONTACT PERSON: Community Corrections/ Cary Harkaway  
GRANTOR AGENCY: Bureau of Justice Assistance, U.S. Dept. of Justice  
BEGINNING DATE OF GRANT: October 1, 1990  
PROJECT TITLE: Comprehensive Drug Testing Project  
PROJECT DESCRIPTION/GOALS: Project will provide drug testing resources for pre- and post-trial population of high risk offenders with identified drug problems. Project goals include: 1. Early identification of drug abusing clients who pose the greatest risk to the community. 2. Early assessment of client treatment needs. 3. Early treatment intervention. 4. Use of drug test to help determine compliance with release conditions and risk to community. 5. Development of intervention and information bridge between pre- and post-trial systems.

		Direct/Indirect	
PROJECT ESTIMATED BUDGET: (15 months)	FEDERAL SHARE	\$ <u>677,596 / 60,903</u>	<u>25</u> %
	STATE SHARE	\$ <u>847,140/</u>	<u>28</u> %
	COUNTY SHARE	\$ <u>1,392,122/</u>	<u>47</u> %
	TOTAL	\$ <u>2,924,487/ 60,903</u>	<u>100</u> %

EXPLANATION OF COUNTY SHARE: (explaining indirect costs, hard-match, in-kind, etc)

County share is in-kind match. It consists of existing staff and service contracts.

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

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

15 month duration. No required match; in-kind will remain the same.

ADVANCE REQUESTED X YES \_\_\_\_\_ NO, IF NOT, INDICATE REASON(S).

Advance will be requested if our proposal is selected by BJA.

RECEIPT OF FUNDS WILL BE DEPOSITED TO P. O. BOX \_\_\_\_\_ OR WIRED DIRECTLY X,  
IF NOT, INDICATE REASON(S).

PERSONNEL (Use appropriate County classification  
with yearly costs.)

FULL TIME

FRINGE

TOTAL

1.0 FTE Program Supervisor	31,111	12,133	43,244
2.0 FTE A & D Evaluation Specialists	49,526	19,315	68,841
6.0 FTE Corrections Technicians	126,660	49,397	<del>176,057</del> 176,057
2.0 FTE OA-2's	34,702	13,534	48,236

EXPLAIN MATERIALS & SERVICES AND CAPITAL EXPENDITURES WITH TOTAL DOLLAR AMOUNTS


Professional Services for urinalysis \$240,600 (15 months)

Capital Outlay:

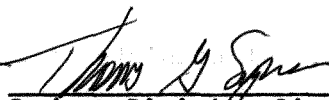
Fax machines	8,000
Computers	6,000

COMMENTS

Grant Manager

  
Grant Manager Signature 6-12-90  
Date

Budget Division

  
Budget Division Signature 6-20-90  
Date


Finance Division

  
Finance Division Signature 6/22/90  
Date

Employee Relations

  
Employee Relations Signature 6-22-90  
Date

Department Director

  
Department Director Signature 6/18/90  
Date



DATE SUBMITTED \_\_\_\_\_

(For Clerk's Use)  
Meeting Date JUL 12 1990  
Agenda No. R-10

REQUEST FOR PLACEMENT ON THE AGENDA

SUBJECT: TAX TITLE TURNOVER

Informal Only\* \_\_\_\_\_ Formal Only \_\_\_\_\_

DEPARTMENT Environmental Services DIVISION Tax Title

CONTACT Larry Baxter TELEPHONE 248-3950

\*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Larry Baxter

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

Request an order approving expenditures of \$81,615.12, property costs, incurred and disbursed during the period, December 1, 1989 through May 31, 1990 for supervision and maintenance of tax acquired properties and authorizing reimbursement of these expenses by the Tax Title Fund to the General Fund and a further order for distribution of the balance of the proceeds from sales of those properties of \$365,662.97, in accordance with the formula provided in ORS 311.390.

*7/13/90 copy to Larry Baxter*

(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 5 MINUTES

IMPACT:

PERSONNEL

☒ FISCAL/BUDGETARY

☒ General Fund

Other Tax Title

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER *[Signature]*

BUDGET/PERSONNEL: \_\_\_\_\_

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

OTHER *[Signature]*  
(Purchasing, Facilities Management, etc.)

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

1990 JUL -3 4 10 PM  
CLERK OF COUNTY  
OREGON

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

In the Matter of the Distribution )  
of Proceeds from the Sale of Tax ) ORDER  
Acquired Properties for the Period ) 90-107  
DECEMBER 1, 1989 through MAY 31, 1990 )

The above entitled matter is before the Board; and it appearing that Multnomah County, during the period DECEMBER 1, 1989 through MAY 31, 1990 has made sales of tax acquired real properties which have produced revenues of \$447,288.09.

WHEREAS, there has necessarily been incurred for supervision and maintenance of these properties the sum of \$81,615.12 and

WHEREAS, under the provisions of Section 275.275, ORS, the proceeds from the sales and rentals of said properties are to be distributed to the various tax levying bodies in Multnomah County, Oregon, and the Board being fully advised in the premises, it is therefore

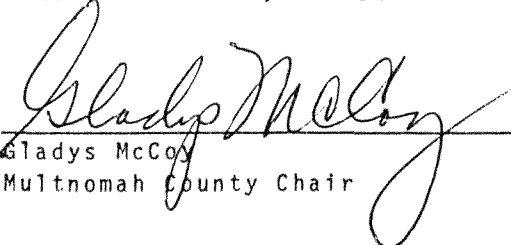
ORDERED that the expenditures in the sum of \$81,615.12, property costs, heretofore incurred and disbursed by Multnomah County be approved and confirmed; and

IT IS FURTHER ORDERED that the balance of the proceeds, \$365,662.97, be distributed by the County Treasurer in accordance with the formula provided in ORS 311.390 which is currently being used for the distribution of tax collections.


Dated this 12th day of July, 1990.



BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

  
Gladys McCoy  
Multnomah County Chair

REVIEWED:  
Laurence Kressel, County Counsel  
for Multnomah County, Oregon

By   
Journal

Page

Entered July 12, 1990

REVENUES FROM SALES OF TAX ACQUIRED PROPERTIES, DECEMBER 1, 1989 - MAY 31, 1990

DATE	DEPOSIT	INTEREST	PRINCIPLE	INTEREST ON INVESTMENTS	MISCELLANEOUS	TOTAL
891201	565590032	\$ 1,309.74	\$ 3,381.87	\$ 0.00	\$ 0.00	\$ 4,691.61
891207	565590033	\$ 2,425.41	\$ 2,552.51	\$ 0.00	\$ 0.00	\$ 4,977.92
	T4280	\$ 0.00	-\$ 470.26	\$ 0.00	\$ 0.00	-\$ 470.26
891212	565590035	\$ 683.47	\$ 8,974.98	\$ 0.00	\$ 0.00	\$ 9,658.45
891213	565590034	\$ 0.00	\$ 470.26	\$ 0.00	\$ 0.00	\$ 470.26
891214	565590036	\$ 1,745.34	\$ 3,935.05	\$ 0.00	\$ 0.00	\$ 5,680.39
891218	565590037	\$ 1,170.51	\$ 3,663.06	\$ 0.00	\$ 0.00	\$ 4,833.57
891220	565590038	\$ 1,601.53	\$ 1,589.74	\$ 0.00	\$ 0.00	\$ 3,191.27
891229	565590039	\$ 505.54	\$ 3,307.44	\$ 0.00	\$ 0.00	\$ 3,812.98
900102	565590040	\$ 546.11	\$ 4,873.60	\$ 0.00	\$ 0.00	\$ 5,419.71
	565590041	\$ 0.00	\$ 20,276.95	\$ 0.00	\$ 0.00	\$ 20,276.95
900109	565590042	\$ 1,351.89	\$ 1,972.60	\$ 0.00	\$ 0.00	\$ 3,324.49
900117	565590043	\$ 2,012.60	\$ 22,632.52	\$ 0.00	\$ 0.00	\$ 24,645.12
900122	565590044	\$ 676.98	\$ 7,879.80	\$ 0.00	\$ 0.00	\$ 8,556.78
900129	565590045	\$ 1,140.24	\$ 1,801.53	\$ 0.00	\$ 0.00	\$ 2,941.77
900131	565590046	\$ 169.47	\$ 4,315.62	\$ 0.00	\$ 0.00	\$ 4,485.09
900205	565590047	\$ 219.24	\$ 15,725.73	\$ 0.00	\$ 0.00	\$ 15,944.97
900212	565590048	\$ 1,583.30	\$ 2,106.15	\$ 0.00	\$ 0.00	\$ 3,689.45
900215	565590049	\$ 861.37	\$ 4,877.53	\$ 0.00	\$ 0.00	\$ 5,738.90
900220	565590050	\$ 779.62	\$ 1,346.09	\$ 0.00	\$ 0.00	\$ 2,125.71
900223	565590051	\$ 1,292.59	\$ 1,481.86	\$ 0.00	\$ 0.00	\$ 2,774.45
900226	565590052	\$ 0.00	\$118,055.00	\$ 0.00	\$ 0.00	\$118,055.00
900302	565590053	\$ 886.13	\$ 27,772.30	\$ 0.00	\$ 0.00	\$ 28,658.43
900306	565590054	\$ 294.93	\$ 14,903.02	\$ 0.00	\$ 0.00	\$ 15,197.95
900307	565590055	\$ 195.51	\$ 36,463.30	\$ 0.00	\$ 0.00	\$ 36,658.81
900314	565590056	\$ 2,195.52	\$ 4,532.58	\$ 0.00	\$ 0.00	\$ 6,728.10
900323	565590057	\$ 1,443.09	\$ 4,076.63	\$ 0.00	\$ 0.00	\$ 5,519.72
900330	565590058	\$ 304.79	\$ 2,672.62	\$ 0.00	\$ 0.00	\$ 2,977.41
900403	565590059	\$ 172.97	\$ 12,260.03	\$ 0.00	\$ 0.00	\$ 12,433.00
900406	565590060	\$ 851.43	\$ 4,216.89	\$ 0.00	\$ 0.00	\$ 5,068.32
900417	565590061	\$ 4,533.40	\$ 5,344.07	\$ 0.00	\$ 0.00	\$ 9,877.47
900426	565590062	\$ 6,143.73	\$ 14,049.86	\$ 0.00	\$ 0.00	\$ 20,193.59
900430	INVESTMENTS	\$ 0.00	\$ 0.00	\$ 11,662.00	\$ 0.00	\$ 11,662.00
900510	565590063	\$ 2,558.25	\$ 14,939.80	\$ 0.00	\$ 1,380.16	\$ 18,878.21
900516	565590064	\$ 2,247.36	\$ 7,923.09	\$ 0.00	\$ 0.00	\$ 10,170.45
900518	565590065	\$ 1,662.98	\$ 1,709.78	\$ 0.00	\$ 0.00	\$ 3,372.76
900530	565590066	\$ 1,827.69	\$ 3,207.88	\$ 0.00	\$ 31.72	\$ 5,067.29
		\$ 45,392.73	\$388,821.48	\$ 0.00	\$ 1,411.88	\$447,288.09

## EXPENDITURES FOR SUPERVISION AND MAINTENANCE OF TAX ACQUIRED PROPERTIES, DECEMBER 1, 1989 - MAY 31, 1990

## PERSONNEL SERVICES

DATE	PERMANENT	TEMPORARY	PREMIUM	FRINGE	INSURANCE
891231	\$ 6,019.20	\$ 0.00	\$ 0.00	\$ 1,523.28	\$ 730.27
900131	\$ 4,012.80	\$ 0.00	\$ 0.00	\$ 1,019.26	\$ 486.82
900228	\$ 4,012.80	\$ 0.00	\$ 0.00	\$ 1,019.26	\$ 486.84
900331	\$ 4,012.80	\$ 0.00	\$ 0.00	\$ 1,019.26	\$ 486.86
900430	\$ 4,012.80	\$ 0.00	\$ 0.00	\$ 1,019.25	\$ 486.83
900531	\$ 4,012.80	\$ 0.00	\$ 0.00	\$ 1,019.25	\$ 486.81
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	\$ 26,083.20	\$ 0.00	\$ 0.00	\$ 6,619.56	\$ 3,164.43

## EXTERNAL MATERIALS &amp; SERVICES

DATE	PASSTHROUGH	PROFESSIONAL SERVICES	PRINTING	UTILITIES	REPAIRS & MAINTENANCE	POSTAGE	SUPPLIES	EDUCATION & TRAINING	REFUNDS	DUES & SUBSCRIPTIONS
891231	\$ 0.00	\$ 0.00	\$ 0.00	\$ 102.05	\$ 3,544.00	\$ 0.00	\$ 67.72	\$ 67.72	\$ 0.00	\$ 0.00
900131	\$ 0.00	\$ 1,824.00	\$ 98.74	\$ 464.71	\$ 8,342.18	\$ 15.35	\$ 312.25	\$ 7.50	\$ 0.00	\$ 0.00
900228	\$ 0.00	\$ 739.50	\$ 0.00	\$ 118.23	\$ 1,377.68	\$ 0.00	\$ 192.58	\$ 0.00	\$ 0.00	\$ 0.00
900331	\$ 0.00	\$ 1,472.50	\$ 281.38	\$ 0.00	\$ 9,214.74	\$ 0.00	\$ 10.00	\$ 0.00	\$ 0.00	\$ 0.00
900430	\$ 0.00	\$ 525.00	\$ 0.00	\$ 803.46	\$ 3,729.00	\$ 0.00	\$ 299.66	\$ 0.00	\$ 0.00	\$ 0.00
900531	\$ 0.00	\$ 3,957.35	\$ 0.00	\$ 338.68	\$ 4,705.02	\$ 0.00	\$ 0.00	\$ 0.00	\$ 2,143.00	\$ 126.00
	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----
	\$ 0.00	\$ 8,518.35	\$ 380.12	\$ 1,827.13	\$ 30,912.62	\$ 15.35	\$ 882.21	\$ 75.22	\$ 2,143.00	\$ 126.00

## INTERNAL SERVICES REIMBURSEMENTS

DATE	TELEPHONE	MOTOR POOL
891231	\$ 72.92	\$ 61.00
900131	\$ 74.00	\$ 64.30
900228	\$ 74.20	\$ 0.00
900331	\$ 72.29	\$ 170.30
900430	\$ 77.02	\$ 49.30
900531	\$ 91.75	\$ 60.85
	-----	-----
	\$ 462.18	\$ 405.75

## TOTAL EXPENDITURES

DATE	PERSONNEL SERVICES	EXTERNAL MATERIALS & SERVICES	INTERNAL SERVICES REIMBURSEMENTS	TOTALS
891231	\$ 8,272.75	\$ 3,781.49	\$ 133.92	\$ 12,188.16
900131	\$ 5,518.88	\$ 11,064.73	\$ 138.30	\$ 16,721.91
900228	\$ 5,518.90	\$ 2,427.99	\$ 74.20	\$ 8,021.09
900331	\$ 5,518.92	\$ 10,978.62	\$ 242.59	\$ 16,740.13
900430	\$ 5,518.88	\$ 5,357.12	\$ 126.32	\$ 11,002.32
900531	\$ 5,518.86	\$ 11,270.05	\$ 152.60	\$ 16,941.51
	-----	-----	-----	-----
	\$ 35,867.19	\$ 44,880.00	\$ 867.93	\$ 81,615.12

DATE SUBMITTED \_\_\_\_\_

(For Clerk's Use)

Meeting Date JUL 12 1990

Agenda No. R-7

REQUEST FOR PLACEMENT ON THE AGENDA

SUBJECT: Forfeiture of Redemption

Informal Only\* \_\_\_\_\_

Formal Only \_\_\_\_\_

DEPARTMENT Environmental Services

DIVISION Tax Title

CONTACT Larry Baxter TELEPHONE 248-3590

\*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Larry Baxter

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

1. Request approval of an Order Declaring Tax Foreclosed Property located at 7057 NE MARTIN LUTHER KING BLVD abandoned and subject to waste as provided by Multnomah County Ordinance #630.

2. Hearings were held on April 20, 1990 and May 21, 1990 under the provisions of the above ordinance. The hearings officer determined that the property was abandoned and in a state of waste, therefore, the Director of Environmental Services recommends that the redemption be forfeited as provided by the above Ordinance and ORS 312.122.

*7/13/90 Copy to Larry Baxter*

☐ INFORMATION ONLY ☐ PRELIMINARY APPROVAL ☐ POLICY DIRECTION ☒ APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 15 minutes

IMPACT:

PERSONNEL

☒ FISCAL/BUDGETARY

☒ General Fund

Other Tax Title

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: [Signature]

BUDGET/PERSONNEL: \_\_\_\_\_

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

OTHER [Signature]  
(Purchasing, Facilities Management, etc.)

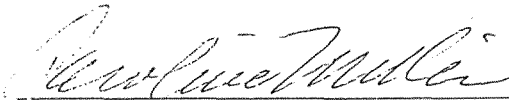
NOTE: If requesting unanimous consent, state situation requiring emergency action on back.

1990 JUL -3 AM 10:04  
MULTNOMAH COUNTY  
OREGON  
CLERK OF  
COUNTY COMMISSIONER

6/4/90

REPORT TO THE DIRECTOR OF ENVIRONMENTAL SERVICES

A final hearing was convened on 5/21/90 to consider the property at 7057 N. E. Martin Luther King Blvd. This meeting occurred after the hearings officer made a site visitation on 5/2/90. Based on that visitation, which showed building interiors and exteriors in a state of neglect, despite some minor upgrading, the hearings officer makes the following recommendation: that the property at 7057 N.E. Martin Luther King Blvd. be declared abandoned and in a state of waste as per section III (A) & (D) of County Ordinance #630.



Caroline Miller  
Hearings Officer  
6/4/90

Site Visitation to 7057 NE. Martin Luther King Blvd.

I visited the property at 7057 N. E. Martin Luther King Blvd. on 5/2/90. No one was present on the property. There was some evidence of someone living in the first apartment. All others were vacant. Building exterior and landscape in neglect. There was evidence of some work in progress in in apartment 6, 5, and 4. Some painting and cleaning had been done in these apartments but windows were broken, bathrooms, which could be viewed from a window, did not appear to be useable. Fixtures were missing. Basement had a new lock on it. The roof appeared to be in reasonable condition.

A handwritten signature in cursive script, reading "Caroline Miller", is written over a horizontal line.

Caroline Miller

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Declaring Tax                     )  
Foreclosed Property Abandoned and                )  
Subject to Waste and Ordering the                 )       ORDER   90-108  
Tax Collector to Issue a Deed                     )

It appearing that heretofore Multnomah County acquired the real property hereinafter described through the foreclosure of liens for delinquent taxes, and thereafter, after providing notice to to the owner and any person or entity who appears in the county records to have a lien or other interest in the foreclosed property, hearings were held as provided by Multnomah County Ordinance 630; and

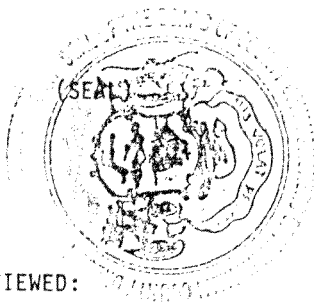
If further appearing that the Hearings Officer found that the real property hereinafter described is abandoned and in a state of waste and the Director of Environmental Service recommends that forfeiture is appropriate. The Board, having reviewed the findings of the Hearings Officer, adopts these findings as it own and adopts the recommendation of the Director of Environmental Services.

NOW, THEREFORE, it is hereby ORDERED that the Chair of the Multnomah County Board of County Commissioners direct the Tax Collector to deed to the County on a date not earlier than thirty (30) days from the date of this order, during which period the property may be redeemed by the affected parties; the following properties situated in the County of Multnomah and State of Oregon:

LOVES ADDITION  
TL #1 OF LOTS 1-8, BLOCK 16  
(1989 ASSESSOR'S MAP)

LOTS 1, 2, 3, 4, 5 AND 6, TOGETHER WITH ALL THAT PART OF LOTS 7 & 8, LYING NORTH OF THAT CERTAIN PORTION THEREOF DEEDED TO H. J. SCHULDERMAN BY DEED RECORDED APRIL 21, 1939 IN BOOK 493, PAGE 85, DEED RECORDS, ALL BEING IN BLOCK 16, LOVES ADDITION TO THE CITY OF PORTLAND.

Dated at Portland, Oregon this 12 day of July, 1990.



BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

*Gladys McCoy*  
Gladys McCoy  
Multnomah County Chair

REVIEWED:  
Laurence Kressel, County Counsel  
for Multnomah County, Oregon

By *Paul Mackey*  
Journal

Page

Entered July 12, 1990



DATE SUBMITTED 6/13/90

(For Clerk's Use)  
Meeting Date JUN 05 1990  
Agenda No. R-2

REQUEST FOR PLACEMENT ON THE AGENDA

JUL 12 1990  
R-8

Subject: Fee Ordinance Changes

Informal Only\* \_\_\_\_\_  
(Date)

Formal Only \_\_\_\_\_  
(Date)

DEPARTMENT Human Services

DIVISION Health

CONTACT Art Bloom

TELEPHONE 248-3400

\*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Art Bloom

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

Establishes license fee increases by using a fee schedule based on seating capacity for full service restaurants. Increases fees for temporary restaurants, warehouses, mobile units, vending machines, tourist accommodations, and swimming pools. Decreases fees for seasonal restaurants. Increases fees for plan review for food service facilities and swimming pools.

*7/16/90 copies to Ordinance list & Art Bloom*

(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 \_\_\_\_\_

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: R. Duane Zussy (u)

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.

Title 5.10.320 through 5.10.345

Effective Date As soon as possible.

Brief statement of purpose of ordinance (include the rationale for adoption of ordinance, a description of persons benefited, and other alternatives explored).

Establishes license fee increases by using a fee schedule based on seating capacity for full service restaurants. Increases fees for temporary restaurants, warehouses, mobile units, vending machines, tourist accommodations, and swimming pools. Decreases fees for seasonal restaurants. Increases fees for plan review for food service facilities and swimming pools.

What other local jurisdictions in the metropolitan area have enacted similar legislation?

Washington and Clackamas Counties

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

They have been allowed to set fees to cover the cost of providing the inspections and plan reviews. Counties that have no general fund support must increase these fees annually to cover the cost of the inspection program.

What authority is there for Multnomah County to adopt this legislation? (state statute, home rule charter). Are there constitutional problems?

O.R.S. 624.510 (1) and (2) - This is the delegation of authority to administer the inspection programs and set the fees for the program.

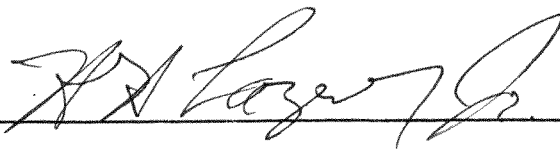
### Fiscal Impact Analysis

The net effect on general fund will be to eliminate all general fund support for these three inspection programs. The proposed fees are set to cover the entire cost of these three inspection programs.

(If space is inadequate, please use other side)

### SIGNATURES:

Office of County Counsel



Office of County Management

Department Head



Liaison Commissioner

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

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

An ordinance to provide fee schedule changes for the  
Environmental Health Section of the Department of Human  
Services.

(Language in brackets [] is to be deleted; underlined  
language is new.)

Multnomah County ordains as follows:

SECTION 1.

5.10.320 Food Service License Fee. For the services of  
the Department of Human Services in connection with issuance of  
food service licenses, the department shall collect a fee from  
every applicant, at the time of application [\$35 for each  
temporary restaurant license issued or applied for, and \$98 for  
each limited service license issued or applied for.]

The following fee structure shall apply for [regular] full  
service, limited services and commissary licenses issued or  
applied for [:] between January 1 and March 31:

[(A) 195 per license for each license applied for between  
January 1 and March 31, except that where more than two food  
service facilities are located at the same address, the license  
fee shall be \$195 for the first two facilities and \$98 for each

additional facility.]

<u>Seating Capacity 0-15</u>	<u>\$200</u>
<u>Seating Capacity 16-50</u>	<u>\$230</u>
<u>Seating Capacity 51-100</u>	<u>\$260</u>
<u>Seating Capacity Over 100</u>	<u>\$290</u>
<u>Commissaries</u>	<u>\$200</u>
<u>Limited Service Restaurants</u>	<u>\$200</u>

Where there are more than two food service facilities located at the same address and licensed by the same licensee, the license fee shall be the amount listed above for the first two largest facilities and one-half the amount for each additional facility.

[(B) \$146 for each license applied for between April 1 and June 30, except that where more than two food service facilities are located at the same address, the license fee shall be \$146 for the first two facilities and \$98 for each additional facility.]

The following fee structure shall apply for full-service restaurant and commissary licenses issued or applied for between April 1 and June 30:

<u>Seating Capacity 0-15</u>	<u>\$150</u>
<u>Seating Capacity 16-50</u>	<u>\$173</u>
<u>Seating Capacity 51-100</u>	<u>\$195</u>
<u>Seating Capacity Over 100</u>	<u>\$218</u>
<u>Commissaries</u>	<u>\$150</u>
<u>Limited Service Restaurants</u>	<u>\$150</u>

Where there are more than two food service facilities located at the same address and licensed by the same licensee, the license fee shall be the amount listed above for the first two largest facilities and one-half the amount for each additional facility.

[(C) \$98 for each license between July 1 and December 31.]

Page

The following fee structure shall apply for full-service restaurant or commissary licenses issued or applied for between July 1 and December 31:

Seating Capacity 0-15	\$100
Seating Capacity 16-50	\$115
Seating Capacity 51-100	\$130
Seating Capacity Over 100	\$145
Commissaries	\$100
Limited Service Restaurants	\$100

Where there are more than two food service facilities located at the same address and licensed by the same licensee, the licensee fee shall be the amount listed above for the first two largest facilities and one-half the amount for each additional facility.

For licenses issued or applied for the following special food service facilities, the following fees shall be charged:

Temporary Restaurants: \$ 70

Seasonal Full Service,  
Commissaries or Limited  
Service Restaurants  
Operation Six (6) Months *8 months*  
or Less \$ 100

Warehouses [\$ 70] \$ 100  
Mobile Units ]\$ 60] \$ 80 70

Vending Machines:

1 - 10 units	[\$ 50]	\$ 100
11 - 20	[\$ 100]	\$ 200
21 - 30	[\$ 150]	\$ 300
31 - 40	[\$ 175]	\$ 350
41 - 50	[\$ 200]	\$ 400
51 - 75	[\$ 300]	\$ 500
76 - 100	[\$ 350]	\$ 600
101 - 200	[\$ 400]	\$ 800
201 - 400	[\$ 750]	\$1,500
401 - 750	[\$1,200]	\$2,400
751 - 1,000	[\$1,500]	\$3,000
1,001 - 1,500	[\$2,000]	\$4,000
1,502 - 2,000		\$2,000

plus \$1 each  
over 2,000 units

Page

1     SECTION 2.  AMENDMENT

2           MCC Chapter 5.10 is amended to add the following:

3           5.10.321  Food service plan review.  For the services of  
4 the Department of Human Services in connection with the review  
5 of plans for the construction of food service facilities as  
6 those terms are defined in ORS 624, the department shall  
7 collect a [\$60] \$100 fee from each applicant; and in connection  
8 with the review of plans for the remodeling of food service  
9 facilities, the department shall collect a [\$30] \$50 fee from  
10 each applicant.

11          5.10.322  Payment of license fees and delinquency penalty:

12           (A)  ORS 624.020 states that all licenses issued under this  
13 section (ORS 624.020) terminate and are renewable on December  
14 31 of each year.  The renewal of license fees imposed by MCC  
15 5.10.320 through 5.10.345 shall be paid on or before January 15  
16 of the current license year, to the department.

17           (B)  Except as provided in subsection (C) of this section,  
18 to any license fee not paid as required in subsection (A) and  
19 (D) of this section there shall be added a penalty of fifty  
20 percent of such license fees.

21           (C)  If the department determines that the delinquency was  
22 due to reasonable cause and without any intent to avoid  
23 payment, the penalty provided by subsection (B) of this section  
24 shall be waived.

25           (D)  When a license fee is due at any other time of the  
26

1 year, other than January 15, the license fee shall be payable  
 2 to the department within fifteen days of application. If the  
 3 license fee is not paid as provided in this subsection, then  
 4 subsection (B) of this section shall apply.

5 5.10.323 Bed and Breakfast facilities. Food service  
 6 license fees: For the services of the Department of Human  
 7 Services in connection with the inspection of food service  
 8 facilities as those terms are defined in ORS 624, the  
 9 department shall collect a [\$30] \$100 annual license fee from  
 10 each applicant.

### 11 SECTION 3. AMENDMENT

12 MCC 5.10.340 is amended to read as follows:

13 5.10.340 Swimming pool license fee. For the services of  
 14 the Department of Human Services in connection with the  
 15 inspection of public swimming pools, public spa pools, and  
 16 bathhouses as those terms are defined in ORS 448.005, the  
 17 department shall collect a [\$115] \$150 annual license fee from  
 18 each applicant, except where more than one public swimming pool  
 19 or public spa pool is located at the same address, and operated  
 20 by the same licensee, in which case the annual license fee  
 21 shall be as follows:

22 For the first three pools [\$115] \$150 each

23 For each additional pool [\$ 35] \$ 75 each

24 5.10.341 Swimming pool and spa plan review. For the  
 25 services of the Department of Human Services in connection with  
 26

the review of plans for the construction of public swimming pools, public spa pools and bath houses as those terms are defined in ORS 448.005 the department shall collect a [\$300] \$400 fee from each applicant.

#### SECTION 4. AMENDMENT

MCC 5.10.345 is amended to read as follows:

5.10.345 Tourist and travelers facilities [inspection] license fees. For the services of the Department of Human Services in connection with the issuance of licenses the department shall collect from every applicant, at the time of application, the following fees:

Tourist and travelers facilities and recreation parks:

1 - 25 units	[\$ 50]	<u>\$ 75</u>	
26 - 50	[\$ 75]	<u>\$100</u>	
51 - 75	[\$100]	<u>\$125</u>	
76 - 100	[\$125]	<u>\$150</u>	
101 and over	[\$125]	<u>\$150</u>	plus \$1 per unit over 101 units
Recreational parks	[\$ 30]	<u>\$100</u>	
Picnic parks	[\$ 30]	<u>\$ 50</u>	
Organizational camps	[\$ 30]	<u>\$100</u>	

#### SECTION 5. AMENDMENT

MCC Chapter 5.10 is amended to add the following:

5.10.346 Bed and Breakfast Facilities. Tourist Accommodations license fee. For the service of the Department of Human Services in connection with the inspection of tourist accommodation facilities as those terms are defined in ORS 446 the department shall collect a [\$30] \$50 annual license fee

Page



1 from each applicant.

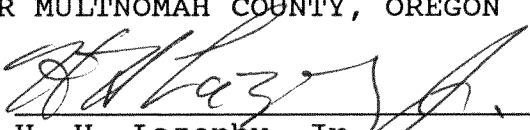
2  
3 ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_,  
4 1990, being the date of its \_\_\_\_\_ reading before the Board  
5 of County Commissioners of Multnomah County.

6  
7 (SEAL)

8 By \_\_\_\_\_  
9 Gladys McCoy, Chair  
Multnomah County, Oregon

10 REVIEWED:

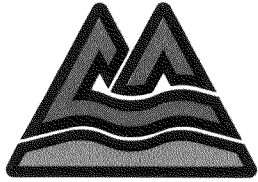
11 LAURENCE KRESSEL, COUNTY COUNSEL  
12 FOR MULTNOMAH COUNTY, OREGON

13 By  \_\_\_\_\_  
14 H. H. Lazenby, Jr.  
15 Assistant County Counsel

16 06/05/90:1

17 5ATTY.111/mw  
18  
19  
20  
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23  
24  
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Page



# MULTNOMAH COUNTY OREGON

OFFICE OF COUNTY COUNSEL  
1120 S.W. FIFTH AVENUE, SUITE 1530  
P.O. BOX 849  
PORTLAND, OREGON 97207-0849  
(503) 248-3138  
FAX 248-3377

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

## M E M O R A N D U M

TO: Clerk of the Board  
(B101/R606)

FROM: Larry Kressel *LK*  
County Counsel (106/1530)

DATE: July 6, 1990

RE: Revised Ordinance: Fee Charges for  
Environmental Health Section

COUNTY COUNSEL  
LAURENCE KRESSEL  
CHIEF ASSISTANT  
JOHN L. DU BAY  
ASSISTANTS  
SANDRA N. DUFFY  
J. MICHAEL DOYLE  
GERALD H. ITKIN  
H. H. LAZENBY, JR.  
PAUL G. MACKEY  
MATTHEW O. RYAN  
MARK B. WILLIAMS

Enclosed is a revision of the ordinance heard by the Board on 7/5/90. This draft is marked 7/5/90:1 on the first and last pages. It reflects the changes made at the 7/5/90 hearing. It also reflects some form (e.g. section heading) changes I felt were necessary.

cc: Pete DeChant, Environmental Health Section (312)

Enclosure

1ATTY.198/ac

RECEIVED  
JUL 10 1990  
COUNTY CLERK  
OFFICE

1           BEFORE THE BOARD OF COUNTY COMMISSIONERS

2                   FOR MULTNOMAH COUNTY, OREGON

3                           ORDINANCE NO. 656

4           An ordinance to provide fee schedule changes for the  
5   Environmental Health Section of the Department of Human  
6   Services.

7  
8           (Language in brackets [] is to be deleted; underlined  
9   language is new.)

10          Multnomah County ordains as follows:

11  
12   SECTION 1. AMENDMENT.

13          MCC 5.10.320 is amended to read as follows:

14          5.10.320 Food Service License Fee. For the services of  
15   the Department of Human Services in connection with issuance of  
16   food service licenses, the department shall collect a fee from  
17   every applicant, at the time of application [\$35 for each  
18   temporary restaurant license issued or applied for, and \$98 for  
19   each limited service license issued or applied for.]

20          The following fee structure shall apply for [regular] full  
21   service, limited services and commissary licenses issued or  
22   applied for [:] between January 1 and March 31:

23          [(A) 195 per license for each license applied for between  
24   January 1 and March 31, except that where more than two food  
25   service facilities are located at the same address, the license  
26   fee shall be \$195 for the first two facilities and \$98 for each

additional facility.]

<u>Seating Capacity 0-15</u>	<u>\$200</u>
<u>Seating Capacity 16-50</u>	<u>\$230</u>
<u>Seating Capacity 51-100</u>	<u>\$260</u>
<u>Seating Capacity Over 100</u>	<u>\$290</u>
<u>Commissaries</u>	<u>\$200</u>
<u>Limited Service Restaurants</u>	<u>\$200</u>

Where there are more than two food service facilities located at the same address and licensed by the same licensee, the license fee shall be the amount listed above for the first two largest facilities and one-half the amount for each additional facility.

[(B) \$146 for each license applied for between April 1 and June 30, except that where more than two food service facilities are located at the same address, the license fee shall be \$146 for the first two facilities and \$98 for each additional facility.]

The following fee structure shall apply for full-service restaurant and commissary licenses issued or applied for between April 1 and June 30:

<u>Seating Capacity 0-15</u>	<u>\$150</u>
<u>Seating Capacity 16-50</u>	<u>\$173</u>
<u>Seating Capacity 51-100</u>	<u>\$195</u>
<u>Seating Capacity Over 100</u>	<u>\$218</u>
<u>Commissaries</u>	<u>\$150</u>
<u>Limited Service Restaurants</u>	<u>\$150</u>

Where there are more than two food service facilities located at the same address and licensed by the same licensee, the license fee shall be the amount listed above for the first two largest facilities and one-half the amount for each additional facility.

[(C) \$98 for each license between July 1 and December 31.]

Page

The following fee structure shall apply for full-service restaurant or commissary licenses issued or applied for between July 1 and December 31:

Seating Capacity 0-15	\$100
Seating Capacity 16-50	\$115
Seating Capacity 51-100	\$130
Seating Capacity Over 100	\$145
Commissaries	\$100
Limited Service Restaurants	\$100

Where there are more than two food service facilities located at the same address and licensed by the same licensee, the licensee fee shall be the amount listed above for the first two largest facilities and one-half the amount for each additional facility.

For licenses issued or applied for the following special food service facilities, the following fees shall be charged:

Temporary Restaurants: \$ 70

Seasonal Full Service,  
Commissaries or Limited  
Service Restaurants  
Operation Six (6) Months  
or Less \$ 100

Warehouses	[\$ 70]	\$ 100
Mobile Units	] \$ 60]	\$ 70

Vending Machines:		
1 - 10 units	[\$ 50]	\$ 100
11 - 20	[\$ 100]	\$ 200
21 - 30	[\$ 150]	\$ 300
31 - 40	[\$ 175]	\$ 350
41 - 50	[\$ 200]	\$ 400
51 - 75	[\$ 300]	\$ 500
76 - 100	[\$ 350]	\$ 600
101 - 200	[\$ 400]	\$ 800
201 - 400	[\$ 750]	\$1,500
401 - 750	[\$1,200]	\$2,400
751 - 1,000	[\$1,500]	\$3,000
1,001 - 1,500	[\$2,000]	\$4,000
1,502 - 2,000		\$2,000

plus \$1 each  
over 2,000 units

Page

1     SECTION 2.   AMENDMENT.

2           MCC Chapter 5.10 is amended to read as follows:

3           5.10.321 Food service plan review. For the services of  
4 the Department of Human Services in connection with the review  
5 of plans for the construction of food service facilities as  
6 those terms are defined in ORS 624, the department shall  
7 collect a [\$60] \$100 fee from each applicant; and in connection  
8 with the review of plans for the remodeling of food service  
9 facilities, the department shall collect a [\$30] \$50 fee from  
10 each applicant.

11  
12     SECTION 3.   AMENDMENT.

13           MCC Chapter 5.10.322 is amended to read as follows:

14           5.10.322 Payment of license fees and delinquency penalty:

15           (A) ORS 624.020 states that all licenses issued under this  
16 section (ORS 624.020) terminate and are renewable on December  
17 31 of each year. The renewal of license fees imposed by MCC  
18 5.10.320 through 5.10.345 shall be paid on or before January 15  
19 of the current license year, to the department.

20           (B) Except as provided in subsection (C) of this section,  
21 to any license fee not paid as required in subsection (A) and  
22 (D) of this section there shall be added a penalty of fifty  
23 percent of such license fees.

24           (C) If the department determines that the delinquency was  
25 due to reasonable cause and without any intent to avoid  
26 payment, the penalty provided by subsection (B) of this section

Page

1 shall be waived.

2 (D) When a license fee is due at any other time of the  
3 year, other than January 15, the license fee shall be payable  
4 to the department within fifteen days of application. If the  
5 license fee is not paid as provided in this subsection, then  
6 subsection (B) of this section shall apply.

7  
8 SECTION 4. AMENDMENT.

9 MCC 5.10.323 is amended to read as follows:

10 5.10.323 Bed and Breakfast facilities. Food service  
11 license fees: For the services of the Department of Human  
12 Services in connection with the inspection of food service  
13 facilities as those terms are defined in ORS 624, the  
14 department shall collect a [\$30] \$100 annual license fee from  
15 each applicant.

16  
17 SECTION 5. AMENDMENT.

18 MCC 5.10.340 is amended to read as follows:

19 5.10.340 Swimming pool license fee. For the services of  
20 the Department of Human Services in connection with the  
21 inspection of public swimming pools, public spa pools, and  
22 bathhouses as those terms are defined in ORS 448.005, the  
23 department shall collect a [\$115] \$150 annual license fee from  
24 each applicant, except where more than one public swimming pool  
25 or public spa pool is located at the same address, and operated  
26 by the same licensee, in which case the annual license fee  
shall be as follows:

Page

For the first three pools       [\$115]       \$150 each

For each additional pool       [\$ 35]       \$ 75 each

SECTION 6. AMENDMENT.

MCC 5.10.341 is amended to read as follows:

5.10.341 Swimming pool and spa plan review. For the services of the Department of Human Services in connection with the review of plans for the construction of public swimming pools, public spa pools and bath houses as those terms are defined in ORS 448.005 the department shall collect a [\$300] \$400 fee from each applicant.

SECTION 7. AMENDMENT.

MCC 5.10.345 is amended to read as follows:

5.10.345 Tourist and travelers facilities [inspection] license fees. For the services of the Department of Human Services in connection with the issuance of licenses the department shall collect from every applicant, at the time of application, the following fees:

Tourist and travelers facilities and recreation parks:

1 - 25 units	[\$ 50]	<u>\$ 75</u>	
26 - 50	[\$ 75]	<u>\$100</u>	
51 - 75	[\$100]	<u>\$125</u>	
76 - 100	[\$125]	<u>\$150</u>	
101 and over	[\$125]	<u>\$150</u>	plus \$1 per unit over 101 units
Recreational parks	[\$ 30]	<u>\$100</u>	
Picnic parks	[\$ 30]	<u>\$ 50</u>	
Organizational camps	[\$ 30]	<u>\$100</u>	

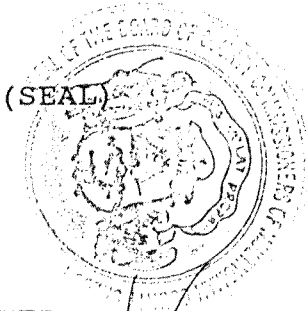


1 SECTION 8. AMENDMENT.

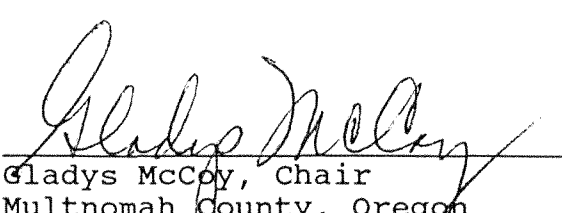
2 MCC Chapter 5.10 is amended to read as follows:

3 5.10.346 Bed and Breakfast Facilities. Tourist  
4 Accommodations license fee. For the service of the Department  
5 of Human Services in connection with the inspection of tourist  
6 accommodation facilities as those terms are defined in ORS 446  
7 the department shall collect a [\$30] \$50 annual license fee  
8 from each applicant.

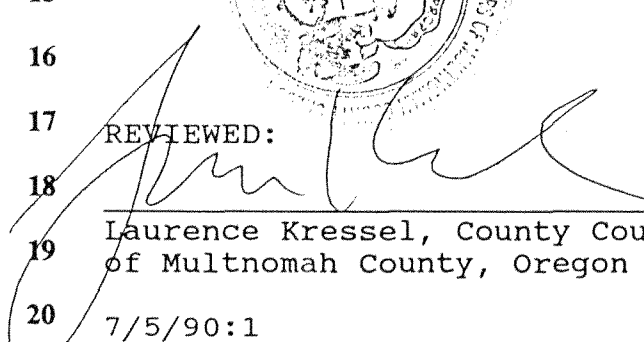
9  
10 ADOPTED this 12th day of July,  
11 1990, being the date of its second reading before the Board  
12 of County Commissioners of Multnomah County.



15 By

  
16 Gladys McCoy, Chair  
Multnomah County, Oregon

17 REVIEWED:

  
18  
19 Laurence Kressel, County Counsel  
of Multnomah County, Oregon

20 7/5/90:1

21 5ATTY.111/ac

DATE SUBMITTED \_\_\_\_\_

(For Clerk's Use)  
Meeting Date JUL 12 1990  
Agenda No. RG

REQUEST FOR PLACEMENT ON THE AGENDA

Resolution re: Multnomah County's  
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 \_\_\_\_\_

SIGNATURES:

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

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.

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Multnomah County's        )  
Participation in Maclaren Downsizing        )       RESOLUTION

WHEREAS, Multnomah County has experienced a marked increase in the number of juveniles adjudicated for commission of severe person-to-person offenses and this trend appears to be worsening, and

WHEREAS, this influx of serious juvenile offenders creates severe dislocation in the capacity of local and State juvenile justice facilities and services, and

WHEREAS, the Sixty-fifth Legislative Assembly appropriated \$1.9 million for programs for serious juvenile offenders for the 1989-91 Biennium, and the Oregon Childrens Services Division and Multnomah County have negotiated over the past 10 months beneficial use of a portion of these funds to alleviate population pressures on the State's training schools and to initiate Multnomah County's provision of probation services otherwise delivered by the State, and

WHEREAS, use of \$1.1 million of these funds will also allow the County to provide short-term detention beds, youth gang outreach programs, and individualized services for gang-affected youth, including operation of the House of Umoja, beginning July 1, 1990 through June 30, 1991, and

WHEREAS, a Special Subcommittee of the Legislative Emergency Board has recommended release of this money to the Childrens Services Division, which release is expected to be authorized by the full Emergency Board July 13, and

WHEREAS, this Agreement sets a precedent for cooperative efforts to address concerns shared by both the County and the State of Oregon, which efforts should be sustained,

NOW, THEREFORE, BE IT RESOLVED BY MULTNOMAH COUNTY, that the County's Juvenile Justice Division, Department of Human Services, negotiate a contract with the State of Oregon for use of the \$1.1 million in State funds for the County's Youth Gang Demonstration Program for the fiscal year 1990-91, and

BE IT FURTHER RESOLVED that Multnomah County seek to continue this partnership with the State of Oregon, but only if both governments determine these efforts enhance their ability to provide effective and humane juvenile

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 \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_.

MULTNOMAH COUNTY, OREGON

By \_\_\_\_\_  
Gladys McCoy, County Chair

REVIEWED;

LAURENCE KRESSEL, County Counsel  
for Multnomah County, Oregon

By \_\_\_\_\_

DATE SUBMITTED \_\_\_\_\_

(For Clerk's Use)  
Meeting Date JUL 12 1990  
Agenda No. R-10

REQUEST FOR PLACEMENT ON THE AGENDA

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 \_\_\_\_\_

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: \_\_\_\_\_

BUDGET / PERSONNEL \_\_\_\_\_ / \_\_\_\_\_

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) Sandra Duff 6-29-30

OTHER \_\_\_\_\_  
(Purchasing, Facilities Management, etc.)

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



# CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # \_\_\_\_\_

Amendment # \_\_\_\_\_

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 type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Intergovernmental Agreement

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 \_\_\_\_\_

Date \_\_\_\_\_

(Class II Contracts Only)

County Counsel Sandra Duff

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	
	156	010	2500						new Revenue	1,100,000		
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 *Harold Ogburn*  
Juvenile Justice Division *6/29/90*

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: Deann B. Orton, 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:

Sd  
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># reduced</u>	<u># Remaining 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~~ affiliated. <sup>System</sup> Custody at one time. *DN*

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.

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
<u>TOTAL</u>	<u>\$1,100,000</u>

ORGANIZATION:

DATE:

JJD: RESIDENTIAL TREATMENT PROGRAM

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

15.00

5100 PERMANENT	377,237	100,906	46,829	580,688
TEMPORARY	14,758	1,129	590	16,477
OVERTIME	13,081	3,499	717	17,297
PREMIUM	6,656	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  
9.00

5100 PERMANENT	224,698	61,199	33,160	319,057
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							

Send completed form by the 10th of January, April, July, October to: Office of Juvenile Corrections  
Children's Services Division  
198 Commercial St. S.E.  
Salem, Oregon 97310-0450

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

REQUEST FOR PLACEMENT ON THE AGENDA

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 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 \_\_\_\_\_

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: \_\_\_\_\_

BUDGET / PERSONNEL \_\_\_\_\_ / \_\_\_\_\_

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) Sandra Duff 6-29-90

OTHER \_\_\_\_\_  
(Purchasing, Facilities Management, etc.)

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



# CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # \_\_\_\_\_

Amendment # \_\_\_\_\_

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 type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Intergovernmental Agreement

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 Servcies 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 \_\_\_\_\_

Date \_\_\_\_\_

(Class II Contracts Only)

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.												

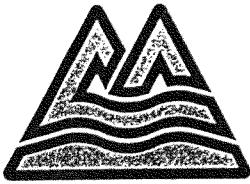
INSTRUCTIONS ON REVERSE SIDE

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: *Donna R. [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 Deanne 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).

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.