

ANNOTATED MINUTES

Tuesday, September 3, 1996 - 9:30 AM
Multnomah County Courthouse, Room 602
1021 SW Fourth, Portland

BOARD BRIEFINGS

Chair Beverly Stein convened the meeting at 9:31 a.m., with Vice-Chair Dan Saltzman, Commissioners Sharron Kelley, Gary Hansen and Tanya Collier present.

- B-1 Discuss Options and Regional Perspectives in Metro's South Willamette River Crossing Study, July 1996 Updated Work Plan, and Possible Replacement of the Sellwood Bridge. Presented by Ed Pickering of DES and Chris Deffebach of Metro.

ED PICKERING, CHRIS DEFFEBACH AND KATHY BUSSE PRESENTATION AND RESPONSE TO BOARD QUESTIONS AND DISCUSSION.

- B-2 Update on Citizens Crime Commission's Effective Incarceration Project. Presented by Bob Moore and Ray Mathis.

RAY MATHIS AND BOB MOORE PRESENTATION AND RESPONSE TO BOARD QUESTIONS AND DISCUSSION.

The briefings were adjourned. and the regular meeting was convened at 11:00 a.m.

Tuesday, September 3, 1996 - 11:00 AM
Multnomah County Courthouse, Room 602
1021 SW Fourth, Portland

REGULAR MEETING

CONSENT CALENDAR

***UPON MOTION OF COMMISSIONER HANSEN,
SECONDED BY COMMISSIONER COLLIER, THE***

**CONSENT CALENDAR (ITEMS C-1 THROUGH C-6)
WAS UNANIMOUSLY APPROVED.**

DEPARTMENT OF JUVENILE JUSTICE SERVICES

- C-1 Intergovernmental Revenue Agreement 700137 with Portland Public Schools, for Educational Services Funding for 30 High-Risk Juvenile Offenders Served through the Albina Youth Opportunity School/Genesis Program
- C-2 Intergovernmental Revenue Agreement 700147 with Washington County, for Exclusive Use of 14 Bed Spaces in the Juvenile Justice Complex for Detention of Youth Referred to the Washington County Juvenile Justice System
- C-3 Intergovernmental Revenue Agreement 700167 with the City of Portland Water Bureau, Providing a Weekly Restitution Program, "PAYBACK" for Adjudicated and Diverted Youth
- C-4 Intergovernmental Revenue Agreement 700177 with Yamhill County, for Bed Spaces in the Juvenile Justice Complex for Detention of Youth Referred to the Yamhill County Juvenile Justice System
- C-5 Intergovernmental Revenue Agreement 700187 with Linn County, for Bed Spaces in the Juvenile Justice Complex for Detention of Youth Referred to the Linn County Juvenile Justice System

NON-DEPARTMENTAL

- C-6 Budget Modification NOND 1 Budgeting \$120,000 to Assist in Purchasing the Taylor Woods and East Buttes Properties

REGULAR AGENDA

PUBLIC COMMENT

- R-1 Opportunity for Public Comment on Non-Agenda Matters. Testimony Limited to Three Minutes Per Person.

NO ONE WISHED TO COMMENT.

DEPARTMENT OF ENVIRONMENTAL SERVICES

R-2 Budget Modification DES 2 Restoring the Assessment and Taxation Fund Budget

COMMISSIONER COLLIER MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF R-2. LANCE DUNCAN EXPLANATION. BUDGET MODIFICATION UNANIMOUSLY APPROVED.

NON-DEPARTMENTAL

R-3 RESOLUTION Endorsing Adoption of the Metro Urban Growth Management Functional Plan

COMMISSIONER SALTZMAN MOVED AND COMMISSIONER COLLIER SECONDED, APPROVAL OF R-3. COMMISSIONER SALTZMAN EXPLANATION AND RESPONSE TO BOARD QUESTIONS AND DISCUSSION. RESOLUTION 96-159 UNANIMOUSLY APPROVED.

NON-DEPARTMENTAL

C-6 Budget Modification NOND 1 Budgeting \$120,000 to Assist in Purchasing the Taylor Woods and East Buttes Properties

AT THE REQUEST OF COMMISSIONER KELLEY AND FOLLOWING BOARD DISCUSSION, COMMISSIONER COLLIER MOVED, AND COMMISSIONER HANSEN SECONDED, RECONSIDERATION OF CONSENT CALENDAR ITEM C-6. BUDGET MODIFICATION NOND 1 APPROVED, WITH COMMISSIONERS HANSEN, COLLIER, SALTZMAN AND STEIN VOTING AYE, AND COMMISSIONER KELLEY VOTING NO.

There being no further business, the meeting was adjourned at 11:15 a.m.

OFFICE OF THE BOARD CLERK
FOR MULTNOMAH COUNTY, OREGON

Deborah L. Bogstad
Deborah L. Bogstad



MULTNOMAH COUNTY OREGON

OFFICE OF THE BOARD CLERK
SUITE 1510, PORTLAND BUILDING
1120 SW FIFTH AVENUE
PORTLAND, OREGON 97204
CLERK'S OFFICE • 248-3277 • 248-5222
FAX • (503) 248-5262

BOARD OF COUNTY COMMISSIONERS
BEVERLY STEIN • CHAIR • 248-3308
DAN SALTZMAN • DISTRICT 1 • 248-5220
GARY HANSEN • DISTRICT 2 • 248-5219
TANYA COLLIER • DISTRICT 3 • 248-5217
SHARRON KELLEY • DISTRICT 4 • 248-5213

AGENDA

MEETINGS OF THE MULTNOMAH COUNTY BOARD OF COMMISSIONERS

FOR THE WEEK OF

SEPTEMBER 2, 1996 - SEPTEMBER 6, 1996

Monday, September 2, 1996 - HOLIDAY - OFFICES CLOSED

Tuesday, September 3, 1996 - 9:30 AM - Board Briefings.....Page 2

Tuesday, September 3, 1996 - 11:00 AM - Regular Meeting.....Page 2

Thursday, September 5, 1996 - MEETING CANCELLED

INDIVIDUALS WITH DISABILITIES MAY CALL THE OFFICE OF THE BOARD CLERK AT 248-3277 OR 248-5222, OR MULTNOMAH COUNTY TDD PHONE 248-5040, FOR INFORMATION ON AVAILABLE SERVICES AND ACCESSIBILITY.

AN EQUAL OPPORTUNITY EMPLOYER

Tuesday, September 3, 1996 - 9:30 AM
Multnomah County Courthouse, Room 602
1021 SW Fourth, Portland

BOARD BRIEFINGS

- B-1 *Discuss Options and Regional Perspectives in Metro's South Willamette River Crossing Study, July 1996 Updated Work Plan, and Possible Replacement of the Sellwood Bridge. Presented by Ed Pickering of DES and Chris Deffebach of Metro. 45 MINUTES REQUESTED.*
- B-2 *Update on Citizens Crime Commission's Effective Incarceration Project. Presented by Bob Moore and Ray Mathis. 45 MINUTES REQUESTED.*
-

Tuesday, September 3, 1996 - 11:00 AM
Multnomah County Courthouse, Room 602
1021 SW Fourth, Portland

REGULAR MEETING

CONSENT CALENDAR

DEPARTMENT OF JUVENILE JUSTICE SERVICES

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- C-2 *Intergovernmental Revenue Agreement 700147 with Washington County, for Exclusive Use of 14 Bed Spaces in the Juvenile Justice Complex for Detention of Youth Referred to the Washington County Juvenile Justice System*
- C-3 *Intergovernmental Revenue Agreement 700167 with the City of Portland Water Bureau, Providing a Weekly Restitution Program, "PAYBACK" for Adjudicated and Diverted Youth*
- C-4 *Intergovernmental Revenue Agreement 700177 with Yamhill County, for Bed Spaces in the Juvenile Justice Complex for Detention of Youth Referred to the Yamhill County Juvenile Justice System*

- C-5 *Intergovernmental Revenue Agreement 700187 with Linn County, for Bed Spaces in the Juvenile Justice Complex for Detention of Youth Referred to the Linn County Juvenile Justice System*

NON-DEPARTMENTAL

- C-6 *Budget Modification NOND 1 Budgeting \$120,000 to Assist in Purchasing the Taylor Woods and East Buttes Properties*

REGULAR AGENDA

PUBLIC COMMENT

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DEPARTMENT OF ENVIRONMENTAL SERVICES

- R-2 *Budget Modification DES 2 Restoring the Assessment and Taxation Fund Budget*

NON-DEPARTMENTAL

- R-3 *RESOLUTION Endorsing Adoption of the Metro Urban Growth Management Functional Plan*

MEETING DATE: SEP 3 1996

AGENDA NO: C-1

(Above Space for Board Clerk's Use Only)

AGENDA PLACEMENT FORM

SUBJECT: Portland Public School Revenue Agreement

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: 3 minutes

DEPARTMENT: Juvenile Justice

DIVISION: _____

CONTACT: Alandria Taylor

TELEPHONE#: 248-3968

PERSON(S) MAKING PRESENTATION: Elyse Clawson / Joanne Fuller

ACTION REQUESTED:

INFORMATION ONLY POLICY DIRECTION APPROVAL OTHER

SUMMARY (Statement of rationale for action requested, personnel and fiscal/budgetary impacts, if applicable):

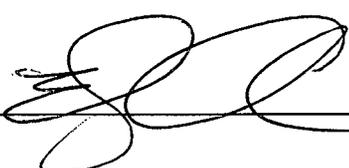
This intergovernmental revenue agreement between Portland Public Schools (PPS) and Multnomah County Department of Juvenile Justice Services (DJJS) adds \$300,000 to DJJS's budget. DJJS subsequently passes these dollars to an alternative school program to fund educational services to 30 high-risk juvenile offenders. As a result of the earlier downsizing agreement between Oregon Youth Authority and DJJS. DJJS has assumed management of this contract since October 1, 1990. This contract continues the sixth year of funding for the project.

9/4/96 ORIGINALS TO ALANDRIA TAYLOR

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

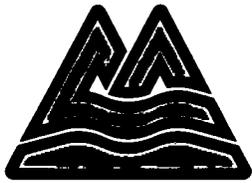
OR

DEPARTMENT MANAGER:  _____

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Office of the Board Clerk 248-3277/248-5222

BOARD OF
COUNTY COMMISSIONERS
96 AUG 28 AM 9:39
MULTNOMAH COUNTY
OREGON



MULTNOMAH COUNTY OREGON

DEPARTMENT OF JUVENILE JUSTICE SERVICES
1401 N.E. 68TH
PORTLAND, OREGON 97213
(503) 248-3460
TDD 248-3561

BOARD OF COUNTY COMMISSIONERS
BEVERLY STEIN • CHAIR OF THE BOARD
DAN SALTZMAN • DISTRICT 1 COMMISSIONER
GARY HANSEN • DISTRICT 2 COMMISSIONER
TANYA COLLIER • DISTRICT 3 COMMISSIONER
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Elyse Clawson, Director 
Department of Juvenile Justice Services

DATE: August 13, 1996

RE: Approval of an Intergovernmental Revenue Agreement between the
Portland Public Schools and the Department of Juvenile Justice Services

I. **Recommendation/Action Requested:**

The Department of Juvenile Justice Services (DJJS) recommends the Board's approval of an Intergovernmental Agreement between Portland Public Schools and DJJS for alternative school services to high-risk juvenile offenders.

II. **Background/Analysis:**

This agreement continues the relationship established in 1990 with Portland Public Schools and DJJS as part of the overall State downsizing agreement. The \$300,000 allocated through this agreement provides for alternative education services to youth referred through juvenile probation, juvenile parole or the Portland Public Schools.

The DJJS passes these dollars and additional dollars received from Oregon Youth Authority on to the Albina Youth Opportunity School Genesis Program.

III. **Financial Impact:**

\$300,000 is added to DJJS's budget which subsequently passed on to the Albina Youth Opportunity School Genesis Program providing alternative education services to high-risk youth. These dollars are combined with an additional \$151,530 from Oregon Youth Authority.

IV. **Legal Issues:**

N/A

V. **Controversial Issues:**

N/A

Retroactive Status:

This Agreement is retroactive due to The State's time demands of processing this and other Agreements.

- VI. Link to Current County Policies:
DJJS Continues to comply with the State Oregon Youth Authority downsizing agreement which was established in 1990 with Portland Public Schools.

- VII. Citizen Participation:
N/A

- VIII. Other Government Participation:
N/A

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Renewal []

Contract # 700137

Prior-Approved Contract Boilerplate: Attached: Not Attached

Amendment # _____

<p style="text-align: center;">CLASS I</p> <p><input checked="" type="checkbox"/> Professional Services under \$25,000</p> <p><input type="checkbox"/> Intergovernmental Agreement under \$25,000</p>	<p style="text-align: center;">CLASS II</p> <p><input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input checked="" type="checkbox"/> Revenue</p>	<p style="text-align: center;">CLASS III</p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement over \$25,000</p> <p style="text-align: center;">APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>C-1</u> DATE <u>9/3/96</u></p> <p style="text-align: center;"><u>DEB BOGSTAD</u> BOARD CLERK</p>
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Department: Juvenile Justice Services Division: _____ Date: August 13, 1996

Contract Originator: Elyse Clawson Phone: 248-3460

Bldg/Room: 311/DJJS

Administrative Contact: Alandria Taylor Phone: 248-3968

Bldg/Room: 311/DJJS

Description of Contract: **This Agreement will provide educational services for high-risk juvenile offenders served through the Albina Youth Opportunity School genesis Program. The Department will receive these dollars from the Portland Public Schools and directly pay the subcontractor.**

RFP/BID #: _____ Date of RFP/BID: _____ Exemption Expiration Date: _____

ORS/AR #: _____ (Check all boxes that apply) Contractor is MBE WBE QRF N/A None

Original Contract No. _____ (ONLY FOR ORIGINAL RENEWALS)

<p>Contractor Name: <u>Portland Public Schools</u></p> <p>Mailing Address: <u>2508 NE Everett</u> <u>Portland, OR 97232</u></p> <p>Phone: <u>(503) 780-5783 ext. 431</u></p> <p>Employer ID# or SS#: <u>93-6000830</u></p> <p>Effective Date: <u>July 1, 1996</u></p> <p>Termination Date: <u>June 30, 1997</u></p> <p>Original Contract Amount: <u>\$ 3000,000</u></p> <p>Total Amt of Previous Amendments: <u>\$ _____</u></p> <p>Amount of Amendment: <u>\$ _____</u></p> <p>Total Amount of Agreement: <u>\$ 300,000</u></p>	<p>Remittance Address (if different) _____</p> <hr/> <p>Payment Schedule Terms</p> <p><input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt</p> <p><input type="checkbox"/> Monthly \$ _____ <input type="checkbox"/> Net 30</p> <p><input type="checkbox"/> Other \$ _____ <input type="checkbox"/> Other</p> <p><input type="checkbox"/> Requirements contract - Requisition Required</p> <p>Purchase Order No. _____</p> <p><input type="checkbox"/> Requirements Not to Exceed \$ _____</p> <p>Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/></p>
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REQUIRED SIGNATURES:

Department Manager: _____

Date: 8-13-96

Purchasing Manager: _____

Date: _____

(Class II Contracts Only)

County Counsel: Katie Daulton

Date: 8/26/96

County Chair/Sheriff: Michael J. ...

Date: September 3, 1996

Contract Administration: _____

Date: _____

(Class I, Class II Contracts Only)

VENDOR CODE				VENDOR NAME				TOTAL AMOUNT: \$			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB OBJ	REPT CATEG	LGFS DESCIP	AMOUNT	INC DEC
01											
02											
03											

If additional space is needed, attach separate page. Write contract # on top of page.

AGREEMENT

PARTIES:

School District No. 1, Multnomah County, 501 N. Dixon, Portland, Oregon 97227 (District).

Multnomah County Juvenile Justice Services Division, Multnomah County, Oregon (County).

RECITALS:

1. County presents itself to District as having staff, facilities, management and experience to perform services required of it by this Agreement.
2. District desires to obtain these services.

AGREED:

1. County shall maintain an attendance of 30 full-time equivalent (one full-time equivalent equals 222 school days of full-time attendance in a fiscal year) school age students in an educational program for students who cannot be served in the Portland Public Schools. Students shall be residents of the District as verified by District enrollment services. Of the youth served, a minimum of twenty (20) FTE students will be referred from the County as part of its "diverted" population from the state training schools, and a minimum of five (5) FTE students will be referred by the District when it is determined they are eligible for alternative schooling under ORS 339.250 and are not currently benefitting from attendance in the public school system but can benefit from the County's program. The remaining five (5) FTE students will be used by the District, the County, or Children's Services Division Parole Office. County's contractor, Albina Youth Opportunity School/Genesis (AYOS/Genesis), shall operate this program in strict compliance with the following:
 - A. County's contractor, AYOS/Genesis, shall keep the District advised of the goals and objectives of its educational program. The educational program will:
 - (1) Provide basic academic skills instruction using individualized skill curricula in math, reading, and language arts:
 - (2) Meet special education and related service needs as students require, and fulfill state and Federal requirements for Individualized Education Plans

as required by Special Education (I.D.E.A.);

- (3) Provide grade-level appropriate educational programs;
- (4) Develop short-and long-term individual education goals that are coordinated with the treatment, counseling, and job skill training components.
- (5) Provide for GED preparation as needed.
- (6) Provide remedial tutoring in course subjects as necessary;
- (7) Meet all State educational requirements for each student.

B. Prior to enrollment each student who was not enrolled in a Portland Public School on October 1, 1996 shall be approved by the Office of Alternative Education in writing using an Alternative Education Plan (A). Prior to enrollment each student who was enrolled in any Portland Public School on October 1, 1996 shall be recommended by a Portland Public Schools' principal or principal's designee in writing using Alternative Education Plan (B) and approved by District's Office of Alternative Education. The County's contractor, AYOS/Genesis, shall inform the District of its progress on these plans by submitting a completed Alternative Education Plan (A) or (B). Each Alternative Education Plan (A) and (B) expires at the end of this Agreement.

Special Education students shall be served under Alternative Education Plans (A) or (B). An Individualized Education Plan (I.E.P.) must be included as part of these plans and may be substituted. Special Education Direction Services must approve these plans.

Students may not transfer from enrollment in County's contractor, AYOS/Genesis program to another alternative education program without prior written approval of the new program's Alternative Education Plan (A) or (B) by the Office of Alternative Education.

C. County's contractor, AYOS/Genesis, shall provide to students an educational program as required by the District's standards, regulations, and policies, applicable Oregon Administrative Rules and ORS 339.605 to 339.640.

- D. Center shall carefully interview, screen and shall provide to District a list of all staff members and a satisfactory criminal records check for each one at the beginning of the school year and for each additional or replacement staff (both paid and volunteer staff) during the school year.

Center shall provided direction to each person who shall under this contract come into contact with the students. The screening and directrion shall assure that the individual is appropriate to be trusted with young persons and can productively help the young person with his/her school work. Center shall assure that the location of the services is in an area subject to regular overview and supervision. Each employee assigned under this contract by Center shall be carefully instructed and supervised regarding: (1) the confidentiality of information learned about students and their families and all records regarding students and their families, and (2) maintaining a professional relationship with students and their families and avoiding any behavior that undermines the professional character of that relationship.

- E. County's contractor, AYOS/Genesis, will complete a District Student Registration Form for each student upon admittance to their program using program number 767, and update the form according to District regulations when a student leaving the program. The Student registration Form update shall be due after ten days of the date enrollee leaves the program.
- F. County's contractor, AYOS/Genesis, will furnish to District at least twice each year a list of those full time equivalent students enrolled in its program. This information shall be reported to the Oregon Department of Education by completion of State School Fund Report of ADM in Registered Alternative Programs for Students Attending Pursuant to ORS 339.620, Forms 581-3201A-C (Rev. 12/93), supplied by District for ADM reporting. If the fully completed forms are not received by Deputy Clerk Services (249-200) of District by the time required by District, the District will not receive State School Funds and like amount will immediately be due and owing to District by County. If not paid to District within ten days of billing, this Agreement will be in default without further action or notice by District.
- G. County's contractor, AYOS/Genesis, will report to the District, in writing, its evaluation of the success of its educational program, or lack thereof, with respect to each enrolle served under Alternative Educational Plan (A) or (B) by submitting a copy of the completed plan to the Office of Alternative Education within ten (10) days of each plan's completion.

- H. County's contractor, AYOS/Genesis, shall participate in an annual Evaluation Report to the Superintendent: Alternative Education Programs which uses as its basis District Standards for Alternative Programs as presented in Board Policy 6.10.022 (Amended 8/31/95). County's contractor, AYOS/Genesis, shall be reviewed by an alternative education advisory committee, annually, in a method determined by that committee.
 - I. Center shall report to District, in a form provided by District, information necessary for the annual Oregon Department of Education report entitled Dropout Rates in Oregon High Schools.
 - J. Center shall account for all registered students who are in grades 3 through 8 by administering the Portland Achievement Levels Tests (PALT) on dates and in a manner specified by District. Students who have not met minimum standards on PALT during their eighth grade year must be administered Graduation Standards Tests (GST) on dates and in a manner specified by District. These students must meet minimum standards on the GST in order to be eligible to receive a regular high school diploma. All registered students in grades 3, 5, 8, and 10 shall be tested using the Statewide Assessments on dates and in a manner specified by District. Only students with active Individualized Education Plans, who refuse to participate, or who are absent shall be exempt from these tests.
 - K. It will not in any manner (by express advocacy or other affirmative conduct) seek to compete with District for the attendance of students or engage in any conduct for the purpose of inducing students eligible for attendance in schools of District to refuse such attendance.
2. District will pay County for these services an amount not to exceed \$300,000 for the term of this Agreement. The District will pay on a monthly basis. County guarantees that at all times during the term of this Agreement the County's contractor, AYOS/Genesis, will have an average of thirty (30) full-time approved Portland Public Schools students in attendance each school day. The total maximum number of days of attendance for the term of this contract is 6,660. County will bill District on the fifth of each month for the previous month, payable within 30 days, at a rate of \$45.05 per full day equivalent (a full day equivalent is six hours of instruction by one teacher with a group of six or more students) of attendance. Subsequent payments will be made at a similar time of month through June 30, 1995. County's contractor, AYOS/Genesis, shall serve 30 FTE students until the end of the term of this Agreement. Billing for attendance of an individual student may not exceed 175 school days during the term of this Agreement. Payment for

an individual student commences on the date Alternative Education Plans (A) or (B) are approved by the Office of Alternative Education. County's monthly billings will have attached the number of school days County's contractor, AYOS/Genesis, was in session that month, an alphabetical list of students served, the date enrollment was approved, the number of school days each student was enrolled that month, and the number of school days the student was in attendance that month. Billings will have \$45.05 deducted for each day of attendance claimed for students without approval of Alternative Education Plans (A) or (B) by the Office of Alternative Education, or incorrect enrollment dates.

A program budget must be provided at the beginning of the contract period and an actual expenditure/budget report along with an overall operating budget must be provided at year-end.

3. District may audit County's contractor, AYOS/Genesis, records for compliance with this Agreement. County's contractor, AYOS/Genesis, shall maintain such records for two years after the termination of this Agreement.
4. County shall, upon expiration or termination of the contract, immediately reimburse to District any amount paid but not earned. Except for those costs chargeable by a public school, County's contractor, AYOS/Genesis, services under this contract shall be without cost to the student or his/her family.
5. Each parent, when enrolling his/her student, shall sign a copy of the following statement:

"I understand that alternative services provided are not supervised by the Portland School District and alternative school is not an agent of the District. I will not expect the Portland School District to take any responsibility for any aspect of the program for the services, or the manner in which the services are provided even if the school staff has knowledge of any particular aspect of the program or suggests it as a resource."
6. County's contractor, AYOS/Genesis, is an independent contractor and shall not for any purpose be deemed or represented to be an agent or employee of the District.
7. The provision of ORS 279.310 through 279.320 hereby are incorporated as if specifically set forth herein.
8. County's contractor, AYOS/Genesis, shall forward student records to District upon student leaving County's contractor, AYOS/Genesis.

9. To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, County shall defend and hold harmless District from all claims in any forum resulting from County's contractor, AYOS/Genesis, performance under this Agreement. County's contractor, AYOS/Genesis, shall maintain during the term of this Agreement a policy of general liability insurance in an amount of no less than \$500,000 single limit.
10. In performance hereof County's contractor, AYOS/Genesis, shall not discriminate against any person, student, or teacher because of race, religion, gender, national origin, or handicap.
11. County's contractor, AYOS/Genesis, shall obtain inspection of its facilities used pursuant to this contract to assure that the facility complies with city and state building, fire, and health codes; the District's air quality standards; and the Environmental Protection Agency's identification and notice standards relative to asbestos.
12. Prior to commencement of services hereunder, County shall provide District with evidence that its contractor, AYOS/Genesis, has workers compensation insurance satisfactory in form, amount and insuring company to District.
13. This Agreement is for the period of July 1, 1996 through June 30, 1997.

MULTNOMAH COUNTY
JUVENILE JUSTICE DIVISION,
MULTNOMAH COUNTY, OREGON

SCHOOL DISTRICT NO. 1
MULTNOMAH COUNTY, OREGON

By: _____
Multnomah County Chair

By: _____
Deputy Clerk

Date: _____

Date: _____

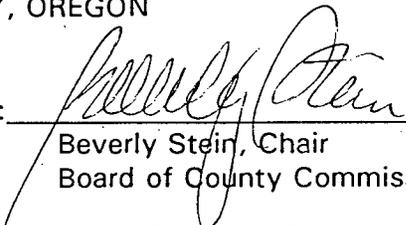
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly appointed officers the date first written above.

MULTNOMAH COUNTY, OREGON

By: _____
Contractor

Date: _____

Contractor's I.D. No.

By: 
Beverly Stein, Chair
Board of County Commissioners

Date: September 3, 1996

By: 
Elyse Clawson, Director
Juvenile Justice Services

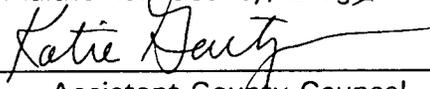
Date: 8-21-96

By: _____
Joanne Fuller, Deputy Manager

Date: _____

REVIEWED:

LAURENCE KRESSEL, County Counsel
for Multnomah County, Oregon

By: 
Assistant County Counsel
Katie Gaetjens

Date: 8/26/96

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-1 DATE 9/3/96
DEB BOGSTAD
BOARD CLERK

MEETING DATE: SEP 3 1996
AGENDA #: C-2
ESTIMATED START TIME: 9:30

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Intergovernmental Revenue Agreement between DJJS and Washington County

BOARD BRIEFING: DATE REQUESTED: _____

REQUESTED BY: Elyse Clawson

AMOUNT OF TIME NEEDED: 3 minutes

REGULAR MEETING: DATE REQUESTED: _____

AMOUNT OF TIME NEEDED: _____

DEPARTMENT: Juvenile Justice Services DIVISION: _____

CONTACT: Alandria Taylor TELEPHONE#: 248-3968

BLDG/ROOM#: 311/Alandria Taylor

PERSON(S) MAKING PRESENTATION: Elyse Clawson

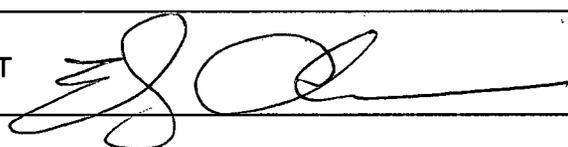
ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

SUGGESTED AGENDA TITLE:

Ratification of an Intergovernmental Revenue Agreement between Multnomah County Department of Juvenile Justice Services and Washington County

9/4/96 ORIGINALS TO ALANDRIA TAYLOR
SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____
(OR)
DEPARTMENT MANAGER: 

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1996 AUG 27 AM 8 16

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Office of the Board Clerk 248-3277 or 248-5222



MULTNOMAH COUNTY OREGON

DEPARTMENT OF JUVENILE JUSTICE SERVICES
1401 N.E. 68TH
PORTLAND, OREGON 97213
(503) 248-3460
TDD 248-3561

BOARD OF COUNTY COMMISSIONERS
BEVERLY STEIN • CHAIR OF THE BOARD
DAN SALTZMAN • DISTRICT 1 COMMISSIONER
GARY HANSEN • DISTRICT 2 COMMISSIONER
TANYA COLLIER • DISTRICT 3 COMMISSIONER
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

MEMORANDUM

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Elyse Clawson, Director
Department of Juvenile Justice Services

DATE: August 15, 1996

RE: Approval of an Intergovernmental Cooperation Agreement Regulating Delivery of Detention Services between Multnomah County Department of Juvenile Justice Services and Washington County

I. RECOMMENDATION/ACTION REQUESTED:
The Department of Juvenile Justice Services recommends the Board's approval of an Intergovernmental Agreement between Washington County and Multnomah County for continued utilization of the premises in the Juvenile Justice Complex for the detention of juveniles referred to the Washington County juvenile justice system in need of secure custody.

II. BACKGROUND/ANALYSIS:
The Department of Juvenile Justice Services (DJJS) has contracted with Washington County Juvenile Department for more than 17 years to offer detention services in the Tri-County Area for counties which do not have a detention facility.

This Agreement stipulates payment by Washington County of \$653,496 to be paid to Multnomah County for the exclusive use of fourteen (14) bed spaces. This rate represents \$106.97 for original 10 guaranteed beds and \$154.55 per bed per day for the additional 4 beds guaranteed under this contract. If the required bed space exceeds the guaranteed fourteen (14), the rate for each additional bed shall be \$154.55 per day. Every youth served under this Agreement will receive the daily services of supervision, food, and basic care as do all youth placed in the detention facility.

RETROACTIVE STATUS:
Due to protracted negotiations pertaining to the Operation & Maintenance Clause, this Agreement is retroactive effective July 1, 1996, to June 30, 1997.

BOARD OF COUNTY COMMISSIONERS

Intergovernmental Agreement between Washington County and DJJS

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III. FINANCIAL IMPACT:

This revenue supports the operation of 14 bed spaces.

IV. LEGAL ISSUES:

N/A

V. CONTROVERSIAL ISSUES:

N/A

VI. LINK TO CURRENT COUNTY POLICIES:

This Agreement supports the Department's philosophy of offering detention services in the Tri-County area for counties which do not have a detention facility.

VII. CITIZEN PARTICIPATION:

N/A

VIII. OTHER GOVERNMENT PARTICIPATION:

N/A

**INTERGOVERNMENTAL COOPERATION AGREEMENT FOR DELIVERY
OF DETENTION SERVICES AND FACILITY OPERATION AND MAINTENANCE**

THIS AGREEMENT, made and entered into by and between the County of Washington, hereinafter referred to as Washington, and Multnomah County, a home-rule subdivision of the State of Oregon, hereinafter referred to as Multnomah, deals with the delivery of detention services by Multnomah to Washington as described below. This Agreement also covers operation and maintenance of the physical Premises. The following provisions shall comprise this Agreement:

I. RECITATIONS

- A. Multnomah operates and maintains a juvenile detention facility known as the Donald E. Long Detention Center designed and operated as a temporary secure custody facility for juveniles pending disposition of cases referred to the juvenile justice system. Space presently exists in the Juvenile Justice Complex rendering it satisfactory for use by counties other than and in addition to Multnomah without negative effect on any county or the juvenile detainee.
- B. As used in this agreement "Premises", "Space", and like terms refer to the detention areas of Multnomah County Juvenile Justice Complex.
- C. Washington wishes to utilize the Premises in the Juvenile Justice Complex for the detention of juveniles referred to the juvenile justice system and in need of secure custody.
- D. The combining of the referred Washington County population with the Multnomah County Juvenile population in the Juvenile Justice Complex is in the best interests of Washington and Multnomah, both fiscally and programmatically.
- E. ORS Chapter 190 provides for intergovernmental cooperation agreements for the performance of functions and activities of either party by the other in the interest of further economy and efficiency in local government and to that end declares that the provision of ORS 190.003 to 190.100 shall be liberally construed.

II. SERVICES TO BE PROVIDED

- A. Multnomah County shall perform as follows:
 - 1. Admission Services

INTERGOVERNMENTAL COOPERATION AGREEMENT

July 1, 1996 to June 30, 1997

Page 2

- a. Any youth subject to the Jurisdiction of the Washington County court shall be admitted by Multnomah to the Juvenile Justice Complex only upon authorization for secure custody communicated by an appropriate agent of the Washington County Juvenile Court as defined in this Agreement or upon order of any Washington County Court of competent jurisdiction to require detention of such juvenile, all subject to the conditions hereinafter provided.
- b. Acting through its on-duty intake supervisor, Multnomah shall have discretion to refuse acceptance of any juvenile referred pursuant to this Agreement in those circumstances where Multnomah reasonably believes the referral does not comply with lawful requirement of the facility regulations pertaining to the Juvenile Justice Complex where Multnomah lacks adequate bed space in excess of those reserved spaces provided herein, or when it appears that the physical condition of the referred juvenile requires immediate medical attention.
- c. Fourteen (14) Bed spaces shall be available for the exclusive use of Washington on a continuous 24-hour a day basis through June 30, 1997.
- d. Any requirement of Washington for bed space in excess of fourteen (14) shall be furnished by Multnomah on a space available basis and at a rate of compensation defined in this agreement.
- e. In the event a juvenile resident of Washington is taken into custody by law enforcement in Multnomah other than as a consequence of an order of a Washington County Court of competent jurisdiction and that juvenile resident of Washington is delivered to the Juvenile Justice Complex admission shall be as in the case of any local Multnomah referral, and no charge or cost shall accrue against Washington pursuant to this Agreement until and unless an appropriate referral for ongoing custody is made in accordance with this Agreement.

INTERGOVERNMENTAL COOPERATION AGREEMENT

July 1, 1996 to June 30, 1997

Page 3

- f. Multnomah County shall not be required to provide notice to parents or guardians of juveniles referred upon admission or other wise pursuant to this Agreement, unless the conditions are appropriate as outlined (on page 2, 1e).
- g. Multnomah shall provide Washington a daily roster indicating all juveniles held by Multnomah pursuant to this Agreement. Multnomah shall include with that roster a listing of those juveniles accepted by Multnomah who are subject to the juvenile court jurisdiction of Washington County but who are not admitted pursuant to the terms of the Agreement.

2. Supervision Services

- a. An admitted Washington juvenile shall be placed in a detention unit deemed by Multnomah appropriate to the sex, age, and circumstance of the juvenile, consistent with the existing facility population and the best interest of the total facility population and operation.
- b. Washington juveniles admitted pursuant to this Agreement shall receive the same type of care and supervision by Multnomah as is furnished to the rest of the detention population, regardless of the county of residence.
- c. Each referred Washington juvenile shall be assigned a Multnomah staff worker to act in a liaison capacity with Washington for purposes of tracking progress of Washington toward disposition of the referred juvenile and for implementing agreed arrangements incident to the expeditious release or coordinated planning for disposition, provided that no such Multnomah worker shall be required to provide those counseling services customarily furnished to referred juveniles preparatory to an adjudicative or dispositive process.
- d. The terms of the Agreement do not contemplate the provision of emergency services by Multnomah within the agreed per diem costs. In the event it is determined that a Washington detainee is in need of emergency services, whether as a result of a unilateral decision by Multnomah or as a result of consultation between Multnomah and

INTERGOVERNMENTAL COOPERATION AGREEMENT

July 1, 1996 to June 30, 1997

Page 4

Washington, Multnomah is authorized to take appropriate action to secure such services, including transportation, as required. Washington shall reimburse Multnomah for any expense connected therewith including security costs inside and outside the Complex. Multnomah shall provide Washington with immediate notice of those services provided unilaterally.

3. Release Services

- a. Multnomah shall release Washington juveniles referred pursuant to this Agreement only upon receipt of notification by an authorized agent of the Washington County Juvenile Court. That notice may be by telephone, in person, or in writing, but any nonwritten communication will be confirmed in due course by a written authorization for release. Multnomah shall release Washington juveniles to such individuals or agencies as included in notification.
- b. Upon notification to Washington, Multnomah may act to require release of any juvenile it reasonably believes is being detained in excess of statutory authority.
- c. No provision of this Agreement is intended to relieve Washington of the duty to monitor the number, identity, and appropriate periods of detention for those Washington juveniles detained in Multnomah pursuant to this Agreement. It shall be the responsibility of Washington to defend and hold Multnomah harmless from any claim of detention in excess of lawful limits brought by or in behalf of any juvenile referred as provided herein except for actions attributable to Multnomah County negligence.
- d. It shall be the responsibility of Multnomah County to defend and hold Washington harmless from any claim of detention in excess of lawful limits brought by or in behalf of any juvenile referred by the Multnomah Courts.

INTERGOVERNMENTAL COOPERATION AGREEMENT

July 1, 1996 to June 30, 1997

Page 5

Operation and Maintenance Services

- a. Multnomah shall operate and maintain the Premises. Services for which Multnomah is responsible shall include management, repair, replacement and maintenance, security service, janitor service, groundskeeping, power, gas, lighting, heating, air conditioning, water, other utility services and garbage collection. (see Addendum A).
- B. Washington shall perform as follows:
1. Washington shall provide Multnomah current information identifying those Washington Juvenile Court agents authorized to refer juveniles to Multnomah as provided herein.
 2. Washington shall provide or arrange all non-emergency transportation of Washington residents once the juvenile has been delivered by law enforcement officers.
 3. Washington shall provide Multnomah written evidence of authorization to detain or release any juvenile referred pursuant to this Agreement, but actual receipt of written evidence is not a condition precedent to any specific detention or release.
 4. Except as provided in Section III-B of this Agreement, Washington shall compensate Multnomah for all expenses reasonably incurred by Multnomah in providing emergency medical, dental, or psychological services, including transportation therefor, on behalf of any referred juvenile pursuant to this Agreement.
 5. Washington shall reimburse Multnomah for any unusual expenses reasonably incurred in the care and supervision of a referred juvenile which would exceed the level of care and supervision customarily furnished to detained youngsters, including but not limited to specially tailored clothing or custom footwear, prosthesis, remedial tutoring, eyeglasses, dentures, hearing aids, and similar devices. Except in circumstances constituting a medical emergency, Multnomah County may not incur these expenses without prior authorization from Washington.

INTERGOVERNMENTAL COOPERATION AGREEMENT

July 1, 1996 to June 30, 1997

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6. Washington shall be responsible for providing any of the usual counseling services required for Washington juveniles placed with Multnomah pursuant to this agreement.
7. Washington shall provide Multnomah timely, actual, and in due course, written notice of all judicial orders, visitation restrictions, and specialized programming which affect detention care and supervision for referred Washington juveniles.

C. Compensation Rates and Mode of Payment

1. For the duration of this annual Agreement, Washington shall pay to Multnomah the sum of \$653,496 for the provision of fourteen (14) guaranteed beds (including O&M) and program services and care. The above sum shall be paid by Washington to Multnomah in three equal installments of \$217,832 payable on October 1, 1996, February 1, 1997, and June 1, 1997. This rate represents \$106.97 for original 10 guaranteed beds and \$154.55 per bed per day for the additional 4 beds guaranteed under this contract.
2. If Washington requires bed space in excess of the fourteen (14) described above, the rate for each additional bed shall be \$154.55 per day. Washington will be required to pay for such additional beds only for those days on which the combined Washington and Clackamas County population exceeds twenty-eight (28).
3. In computing daily populations, the day of admission shall be considered a full day, the day of release shall not be counted, each irrespective of the time of day on which the event occurs.
4. Those expenses for excess bed space or emergency services which may be incurred shall be billed to Washington by Multnomah on a monthly basis and shall be paid by Washington to Multnomah on a monthly basis.
5. Washington shall pay to Multnomah during the term of the Agreement its proportionate share of the actual costs incurred by the Department of Juvenile Justice for maintenance and operating services in the detention areas of the complex. Costs to the Department of Juvenile Justice Services are established through

INTERGOVERNMENTAL COOPERATION AGREEMENT

July 1, 1996 to June 30, 1997

Page 7

the Multnomah County's Facilities Fund client charges for that year. Client charges net of debt service, will be totaled for all detention related areas of the complex and then that total will be divided by the number of beds using those services to determine a daily per bed rate. The daily per bed rate for health services will be calculated separately from that for other detention related uses in the building.

Multnomah County's bill for these operations and maintenance costs will be included with the routine billing for beds and program services and care. The billing shall be based upon the County's established rate structure, and shall not exceed the Operations and Maintenance total of \$37,412.50 for the term of this Agreement (see Addendum A).

III. CONSTRAINTS

- A. It is understood and agreed that any and all employees of the Juvenile Justice Complex are not employees, agents, or representatives of Washington for any purpose.
- B. Washington and Multnomah, each as to the other, shall indemnify, save harmless, and defend the other county, its officers agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or passed upon damage or injuries to persons or property caused by errors, omissions, fault, or negligence of the indemnifying county or that county' employees. More specifically, and only by way of example and not as an exclusive listing, Multnomah shall hold Washington harmless for responsibility or any liability arising from operation of the Juvenile Justice Complex and shall indemnify Washington for any loss proximately and legally caused by the conduct of Multnomah's officers, agents, and employees; Washington shall hold Multnomah harmless and shall be responsible for any liability arising from illegal detention caused by the failure of Washington to properly monitor the detention periods for juveniles referred herein and held beyond a legal period not as a consequence of a failure or absence of duty by Multnomah.

INTERGOVERNMENTAL COOPERATION AGREEMENT

July 1, 1996 to June 30, 1997

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- C. This agreement is expressly subject to the debt limitation of Oregon counties forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed in operative to that extent.

IV. AGREEMENT TERM AND TERMINATION

- A. This agreement shall apply from July 1, 1996 through June 30, 1997, and shall renew annually, unless modified or terminated according to the terms of this Agreement.
- B. This Agreement may be terminated by either party alone or otherwise unilaterally modified only as follows:
 - 1. Either county may unilaterally terminate this Agreement on six months written notice; Multnomah County agrees to guarantee Washington County continuous use of 14 beds as described in this agreement through June 30, 1997 as long as the provisions of this Agreement are met.
 - 2. In the event that Washington does not intend to renew this Agreement for the subsequent fiscal year, Washington shall notify Multnomah on or before January 1, 1997, of its intent not to renew. In the event Washington fails to so notify Multnomah of an intent not to renew this Agreement and thereafter does not renew this Agreement, Washington shall reimburse Multnomah at the base guaranteed fourteen (14) bed rate for a period extending six months from the date of receipt by Multnomah of written notice of said intent to discontinue or not renew this Agreement. Washington shall have continued use of the guaranteed beds as agreed for the duration of this Agreement through June 30, 1997.
 - 3. In the event Multnomah does not intend to renew this Agreement for the next fiscal year, Multnomah shall notify Washington on or before June 1, 1997, of its intent not to renew. In the event that Multnomah fails to notify Washington of its intention not to renew this Agreement and thereafter does not renew this Agreement, Multnomah shall continue to provide services under terms of this Agreement at the same rate as provided by this Agreement for six months following the date Washington received notice of Multnomah's intent not to renew this Agreement.

INTERGOVERNMENTAL COOPERATION AGREEMENT

July 1, 1996 to June 30, 1997

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4. It is assumed the rates of compensation defined in this Agreement will be modified in subsequent fiscal years. Rates of compensation shall be based on actual costs of operation and shall be communicated to Washington County by March 1, 1997 and for the following fiscal year.
5. Actual costs shall include, but not be limited to, the pro rata share of Personnel, Juvenile Groupworkers, Groupworker Supervision, Lead Groupworker, Mental Health Worker, temporary on-call workers, overtime for these workers and associated fringe benefits, printing, supplies, education, telephone, meals laundry, Corrections Health, facility space and related maintenance and other costs.

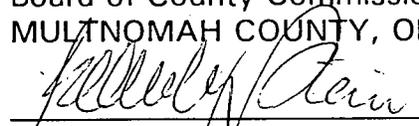
VI. MISCELLANEOUS PROVISIONS

- A. This Agreement and any amendments to this Agreement will not be effective until approved by the Boards of County Commissioners of Washington and Multnomah.
- B. This Agreement supersedes and cancels all and any prior agreements or contracts between Multnomah and Washington for similar services.

WASHINGTON-MULTNOMAH COUNTY JUVENILE DETENTION
INTERGOVERNMENTAL COOPERATION AGREEMENT
July 1, 1995 to June 30, 1996
Page 10

IN WITNESS THEREOF, the parties have hereto caused this agreement to be executed on this _____ day of _____, 199____, by their duly-authorized officers as of the day and year first hereinabove written.

Board of County Commissioners
MULTNOMAH COUNTY, OREGON


Beverly Stein, Chair

September 3, 1996

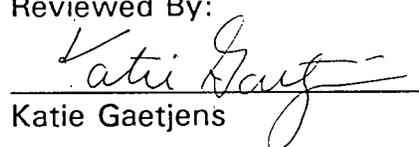
Date

Board of County Commissioners
WASHINGTON COUNTY, OREGON

Washington County Chair

Date

Reviewed By:

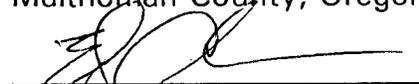

Katie Gaetjens

Commissioner

for:

Date

LAURENCE KRESSEL,
County Counsel for
Multnomah County, Oregon


Elyse Clawson, Director

Date

Washington County Counsel


Rich Scott, Interim Detention Manager

8-21-96

Date

INTERGOVERNMENTAL COOPERATION AGREEMENT
August 15, 1996

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-2 DATE 9/3/96
DEB BOGSTAD
BOARD CLERK

WASHINGTON & CLACKMAS CONTRACTS

Services	Daily Bed Rate	Annual Bed Rate	# Beds	Contract Costs
DJJS	\$ 91.97			
Health	\$ 15.00			
Subtotal	\$ 106.97	\$ 39,044.05	10	\$ 390,440.50
Building Costs				
Operations and Maintenance	\$ 10.25			
Debt Service	\$ 37.33			
Subtotal	\$ 47.58	\$ 17,366.70		
Full Cost	\$ 154.55	\$ 56,410.75	4	\$ 225,643.00
Contract with DJJS				\$ 616,083.50
O & M Costs Now Billed Separately	\$ 10.25	\$ 3,741.25	10	\$ 37,412.50
Total Services, Operations & Mtn. Costs				<u>\$ 653,496.00</u>
				\$ 646,627.81
				\$ 6,868.19

NOTE: Washington's Debt Service Costs are also billed separately

MEETING DATE: SEP 3 1996

AGENDA #: C-3

ESTIMATED START TIME: 9:30

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: City of Portland, Oregon Bureau of Water Works Intergovernmental Agreement

BOARD BRIEFING:

DATE REQUESTED: _____

REQUESTED BY: Elyse Clawson

AMOUNT OF TIME NEEDED: 3 minutes

REGULAR MEETING:

DATE REQUESTED: _____

AMOUNT OF TIME NEEDED: _____

DEPARTMENT: Juvenile Justice Services

DIVISION: _____

CONTACT: Alandria Taylor

TELEPHONE#: 248-3968

BLDG/ROOM#: 311/Alandria Taylor

PERSON(S) MAKING PRESENTATION: Elyse Clawson

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

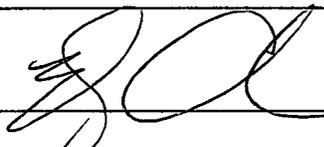
SUGGESTED AGENDA TITLE:

Ratification of an Intergovernmental Revenue Agreement between Multnomah County Department of Juvenile Justice Services and the City of Portland, Oregon Bureau of Water Works

9/4/96 ORIGINALS TO ALANDRIA TAYLOR

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____
(OR)
DEPARTMENT MANAGER: _____



BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
96 AUG 27 PM 12:52

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Office of the Board Clerk 248-3277 or 248-5222



MULTNOMAH COUNTY OREGON

DEPARTMENT OF JUVENILE JUSTICE SERVICES
1401 N.E. 68TH
PORTLAND, OREGON 97213
(503) 248-3460
TDD 248-3561

BOARD OF COUNTY COMMISSIONERS
BEVERLY STEIN • CHAIR OF THE BOARD
DAN SALTZMAN • DISTRICT 1 COMMISSIONER
GARY HANSEN • DISTRICT 2 COMMISSIONER
TANYA COLLIER • DISTRICT 3 COMMISSIONER
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

MEMORANDUM

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Elyse Clawson, Director
Department of Juvenile Justice Services

DATE: August 16, 1996

RE: Approval of an Intergovernmental Agreement between the Department of Juvenile Justice Services and the City of Portland Bureau of Water Works

I. RECOMMENDATION: The Department recommends the Chair's approval of an Intergovernmental Agreement between the Portland Bureau of Water Works and the Department of Juvenile Justice Services (DJJS) to provide a weekly restitution program for adjudicated and diverted youth. The contract period begins July 1, 1996, through June 30, 2001.

II. BACKGROUND/ANALYSIS: The Water Bureau, as part of its operational plan, hires seasonal workers to supplement existing resources to address temporary, fluctuating workloads. The Water Bureau has had a commitment to hire Portland area youth as a major component of its temporary work force. In particular, the Water Bureau is interested in, and has objectives, in hiring at-risk youth in an effort to assist broader community goals as well as filling the needs of the Bureau. The Water Bureau has worked with the Multnomah County Department of Juvenile Justice Services Project Payback program in a very successful effort to address the Water Bureau's objectives.

The services under this Agreement shall continue to provide for a weekly restitution program, "PAYBACK", for youth referred through either the Department of Juvenile Justice Services; Adjudication or Diversion. Work crews are provided for the youth not only to learn job skills and provide community service but as a means of earning a stipend to make restitution payments.

Youth are responsible for paying 60% of their net earnings towards the balance owed on their restitution leaving the remaining 40% as a "Stipend" or allowance for their personal use.

BOARD OF COUNTY COMMISSIONERS

Intergovernmental Agreement between DJJS and the City of Portland Water Bureau

Page 2 of 2

- III. Financial Impact:
\$48,000 is added to the DJJS's budget providing a weekly restitution program "PAYBACK" for youth referred through the Department's Adjudication or Diversion services.

- IV. Legal Issues:
N/A

- V. Controversial Issues:
N/A

- VI. Link to Current County Policies:
DJJS continues to comply with the Court mandated restitution requirements in providing structured working environments for at-risk youth.

- VII. Citizen Participation:
N/A

- VIII. Other Government Participation:
N/A

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Renewal []

Contract # 700167

Prior-Approved Contract Boilerplate: Attached: Not Attached

Amendment # _____

<p style="text-align: center;">CLASS I</p> <p><input type="checkbox"/> Professional Services under \$25,000</p> <p><input type="checkbox"/> Intergovernmental Agreement under \$25,000</p>	<p style="text-align: center;">CLASS II</p> <p><input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCR B Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input checked="" type="checkbox"/> Revenue</p>	<p style="text-align: center;">CLASS III</p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement over 25,000</p> <p style="text-align: center;">APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>C-3</u> DATE <u>9/3/96</u></p> <p style="text-align: center;"><u>DEB BOGSTAD</u> BOARD CLERK</p>
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Department: Juvenile Justice Services Division: _____ Date: August 16, 1996

Contract Originator: Elyse Clawson Phone: 248-3460 Bldg/Room: 311/DJJS

Administrative Contact: Alandria Taylor Phone: 248-3968 Bldg/Room: 311/DJJS

Description of Contract: **This Intergovernmental Revenue Agreement between the City of Portland Water Bureau and Multnomah County Department of Juvenile Justice Services provides a weekly restitution program - "PAYBACK" - for youth referred through the Department's Adjudication or Diversion Services.**

RFP/BID #: _____ Date of RFP/BID: _____ Exemption Expiration Date: _____

ORS/AR #: _____ (Check all boxes that apply) Contractor is MBE WBE QRF N/A None

Original Contract No. _____ (ONLY FOR ORIGINAL RENEWALS)

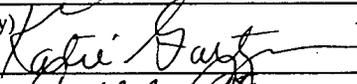
<p>Contractor Name: <u>Portland Water Bureau</u></p> <p>Mailing Address: <u>1900 N Interstate</u> <u>Portland, OR 97227</u></p> <p>Phone: <u>(503) 823-1545</u></p> <p>Employer ID# or SS#: _____</p> <p>Effective Date: <u>July 1, 1996</u></p> <p>Termination Date: <u>June 30, 2001</u></p> <p>Original Contract Amount: <u>\$ 48,000</u></p> <p>Total Amt of Previous Amendments: \$ _____</p> <p>Amount of Amendment: \$ _____</p> <p>Total Amount of Agreement: <u>\$ 48,000</u></p>	<p>Remittance Address (if different)</p> <hr/> <p>Payment Schedule Terms</p> <p><input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt</p> <p><input type="checkbox"/> Monthly \$ _____ <input type="checkbox"/> Net 30</p> <p><input type="checkbox"/> Other \$ _____ <input type="checkbox"/> Other</p> <p><input type="checkbox"/> Requirements contract - Requisition Required</p> <p>Purchase Order No. _____</p> <p><input type="checkbox"/> Requirements Not to Exceed \$ _____</p> <p>Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/></p>
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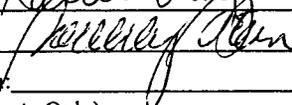
REQUIRED SIGNATURES:

Department Manager:  Date: 8-15-96

Purchasing Manager: _____ Date: _____

(Class II Contracts Only)

County Counsel:  Date: 8/26/96

County Chair/Sheriff:  Date: 9/3/96

Contract Administration: _____ Date: _____

(Class I, Class II Contracts Only)

VENDOR CODE				VENDOR NAME				TOTAL AMOUNT: \$			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB OBJ	REPT CATEG	LGFS DESCIP	AMOUNT	INC DEC
01											
02											
03											

If additional space is needed, attach separate page. Write contract # on top of page.

DISTRIBUTION: Original Signatures - Contract Administration, Initiator, Finance

INTERGOVERNMENTAL AGREEMENT FOR SERVICES

This Intergovernmental Agreement for Services (Agreement) is between the City of Portland, Oregon (City) and Multnomah County Department of Juvenile Justice (County).

RECITALS:

1. The Portland Water Bureau, as a part of its operational plan, hires seasonal workers to supplement existing resources to address temporary, fluctuating workloads.
2. The Portland Water Bureau has had a commitment to hire Portland area youth as a major component of its temporary work force.
3. In particular the Water Bureau is interested in, and has objectives, in hiring young, at risk youth in an effort to assist broader community goals as well as filling the needs of the Bureau.
4. The Water Bureau has worked with the Multnomah County Department of Juvenile Justice Project Payback program in a very successful effort to address the Water Bureau's objectives.
5. The Water Bureau has funds approved by Council to continue this efforts.

AGREEMENT:

1. SCOPE OF COUNTY SERVICES

- (a) The County shall provide the services specifically to the Water Bureau. The County shall provide to the City those services set out below.

Recruit and hire at risk youth.

Provide transportation to and from Water Bureau work site.

Provide continuous on-site supervision.

Provide timekeeping, county payroll, and youth stipend.

Provide landscaping services.

- (b) Services will be performed throughout the term of the Agreement.

2. SCOPE OF CITY SERVICES

- (a) To assist the County in carrying out its obligations hereunder, the City shall perform the services set out below.

Provide work sites and opportunities.

Provide instruction to county's supervisors.
Inspect work sites after completion of work.
Provide tools and safety equipment.

- (b) Services will be performed throughout the term of the Agreement.

3. **COMPENSATION**

- (a) The City shall pay the County for work performed under this Agreement after the effective date as set out below. The payment shall be full compensation for work performed, for services rendered, and for all labor, indirect costs, materials, supplies, equipment, and incidentals necessary to perform the work and services.
- (b) County agrees that the rate of stipend for youth shall be equivalent to at least minimum wage. However, under no circumstances shall yearly compensation be less than \$48,000.

4. **BILLING AND PAYMENT PROCEDURES**

The County's billing and City's payment procedures shall be set out below.

County may bill annually. Itemized detail including number of hours worked and cost of materials will be provided quarterly to the City.

5. **EFFECTIVE AND TERMINATION DATES**

This Agreement shall be effective as of July 1, 1996 and shall terminate as of June 30, 2001.

6. **EARLY TERMINATION OF AGREEMENT**

- (a) The City and County, by mutual written agreement, may terminate this Agreement at any time.
- (b) The City, on thirty (30) days written notice to the County, may terminate this Agreement for any reason deemed appropriate in its sole discretion.
- (c) Either the City or the County may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination, however, the party seeking the termination shall give to the other party written notice of the breach and of the party's intent to terminate. If the party has not entirely cured the breach within fifteen (15) days of the notice, then the party giving the notice may terminate the Agreement at any time thereafter by giving a written notice of termination.

7. PAYMENT ON EARLY TERMINATION

- (a) In the event of termination under subsection 6 (a) or (b) EARLY TERMINATION OF AGREEMENT, hereof, the City shall pay the County for work performed in accordance with the Agreement prior to the termination date.
- (b) In the event of termination under subsection 6 (c), EARLY TERMINATION OF AGREEMENT, hereof, by the County due to a breach by the City, then the City shall pay the County as provided in subsection (a) of this section.
- (c) In the event of termination under subsection 6 (c), EARLY TERMINATION OF AGREEMENT, hereof, by the City due to a breach by the County, then the City shall pay the County as provided in subsection (a) of this section, subject to set off of excess costs, provided for in Section 8 (a), REMEDIES.
- (d) In the event of early termination all County's work product will become and remain property of the City.

8. REMEDIES

- (a) In the event of termination under subsection 6 (c), EARLY TERMINATION OF AGREEMENT, hereof, by the City due to a breach by the County, then the City may complete the work either itself or by agreement with another contractor, or by a combination thereof. In the event the cost of completing the work exceeds the amount actually paid to the County hereunder plus the remaining unpaid balance of the compensation provided under Section 3, COMPENSATION, hereof, then the County shall pay to the City the amount of the excess.
- (b) The remedies provided to the City under sections 6, EARLY TERMINATION OF AGREEMENT, and 8, REMEDIES, hereof, for a breach by the County shall not be exclusive. The City also shall be entitled to any other equitable and legal remedies that are available.
- (c) In the event of breach of this Agreement by the City, then the County's remedy shall be limited to termination of the Agreement and, receipt of payment as provided in sections 6 (c), EARLY TERMINATION OF AGREEMENT, and 7 (b), PAYMENT ON EARLY TERMINATION, hereof.

9. CITY PROJECT MANAGER

- (a) The City Project Manager shall be Don Scott or such other person as shall be designated in writing by the Administrator of the Water Bureau.

- (b) The Project Manager is authorized to approve work and billings hereunder, to give notices referred to herein, to terminate this Agreement as provided herein, and to carry out any other City actions referred to herein.

10. COMPLIANCE WITH LAWS

In connection with its activities under this Agreement, the County shall comply with all applicable federal, state, and local laws and regulations.

11. OREGON LAW AND FORUM

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

12. MAINTENANCE OF RECORDS

The County shall maintain records on a current basis to support its billings to the City. The City or its authorized representative shall have the authority to inspect, audit, and copy on reasonable notice and from time to time any records of the County regarding its billings or its work hereunder. The County shall retain these records for inspection, audit, and copying for 3 years from the date of completion or termination of this Agreement.

13. AUDIT OF PAYMENTS

- (a) The City, either directly or through a designated representative, may audit the records of the County at any time during the three (3) year period established by Section 12, MAINTENANCE OF RECORDS.
- (b) If an audit discloses that payments to the County under section 3, COMPENSATION, and section 4, BILLING AND PAYMENT PROCEDURE, were in excess of the amount to which the County was entitled, then the County shall repay the amount of the excess to the City.

14. INDEMNIFICATION

The County shall hold harmless, defend, and indemnify the City and the City's officers, agents, and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising

from the County's work or any subcontractor's work under this Agreement.

15. INSURANCE

Insurance shall be the responsibility of the County.

16. SUBCONTRACTING

The County shall not subcontract its work under this Agreement, in whole or in part, without the written approval of the City. The County shall require any approved subcontractor to agree, as to the portion subcontracted, to fulfill all obligations of the County as specified in this Agreement. Notwithstanding City approval of a subcontractor, the County shall remain obligated for full performance hereunder, and the City shall incur no obligation other than its obligations to the County hereunder. County agrees that if subcontractors are employed in the performance of this Agreement, the County and its subcontractors are subject to the requirements and sanctions of ORS Chapter 656, Worker's Compensation.

17. ASSIGNMENT

The County shall not assign this Agreement, in whole or in part, or any right or obligation hereunder, without the prior written approval of the City.

18. BREACH OF AGREEMENT

(a) The City or the County shall breach this Agreement if it fails to perform any substantial obligation under the Agreement, except as provided in subsection (b) of this section.

(b) Neither the City nor the County shall have breached this Agreement by reason of any failure to perform a substantial obligation under the Agreement if the failure arises out of causes beyond its control and without its fault or negligence. Such causes may include, without limitation, acts of God or the public enemy, acts of the federal, state, or local governments, fires, floods, epidemics, volcanic eruptions, quarantine restrictions, strikes, freight embargoes, and unusually severe weather. Should either the City or the County fail to perform because of a cause described in this subsection, the City and the County shall make a mutually acceptable revision in the Scope of Services, Schedule, or Compensation.

19. **NOTICE**

Any notice provided for under this Agreement shall be sufficient if in writing and delivered personally to the following addressee (or person designated in writing to act on behalf of the County) or deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed as follows, or to such other address as the receiving party hereafter shall specify in writing:

If to the City: Don Scott, Public Works Manager
Portland Water Bureau
1900 N. Interstate Avenue
Portland, Oregon 97227

If to the County: Phil Lingelbach
Multnomah County Department
of Juvenile Justice
1401 NE 68th Avenue
Portland, Oregon 97213

20. **SEVERABILITY**

If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.

21. **AMENDMENTS**

(a) The City and the County may amend this Agreement at any time only by written amendment executed by the City and the County. Any amendment that increases the amount of compensation payable to the County must be approved by ordinance of the City Council. If authorized by the City Council, the Project Manager may agree to and execute any other amendment on behalf of the City.

(b) Any change in the Scope of County Services shall be deemed an amendment subject to subsection (a).

22. **INTEGRATION**

This Agreement contains the entire agreement between the City and the County and supersedes all prior written or oral discussions or agreements.

23. **PROHIBITED INTEREST**

(a) No City officer or employee, during his or her tenure or for one year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

(b) No City officer or employee who participated in the award of this Agreement shall be employed by the County during the period of the Agreement.

24. FUNDS

City certifies that sufficient funds are available and authorized for expenditure to finance the cost of this Agreement.

25. COMMENCEMENT OF WORK

County agrees that work being done pursuant to this Agreement will not be commenced until after:

(a) this Agreement is fully executed by the parties and approved by the City Attorney's Office; and

(b) the effective date of this Agreement as specified in section 5, EFFECTIVE AND TERMINATION DATES.

By: *Beverly Stein*
Beverly Stein, Chair
Multnomah County Board
of County Commissioners

Date: September 3, 1996

Contractor: **MULTNOMAH COUNTY DEPARTMENT
of JUVENILE JUSTICE**

By: *[Signature]*

Title: *Director*

Date: 8-15-96

APPROVED AS TO FORM:

CITY OF PORTLAND

City Attorney

By: _____
Michael Rosenberger, Administrator
Bureau of Water Works

REVIEWED:

Date: _____

LAURENCE KRESSEL, County Counsel
for Multnomah County, Oregon

By: _____
Mike Lindberg,
Commissioner of Public Utilities

By: *Katie Gaetjens*
Assistant County Counsel
Katie Gaetjens

Date: 8/26/96

Date: _____

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-3 DATE 9/3/96
DEB BOGSTAD
BOARD CLERK

By: _____
Carlton Chayer, Purchasing Agent

Date: _____

DS:jmh G:\users\stores\jimh\wpwin\payback (8/7/96)

MEETING DATE: SEP 3 1996

AGENDA #: C-4

ESTIMATED START TIME: 9:30

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Intergovernmental Agreement between DJJS and Yamhill County

BOARD BRIEFING: DATE REQUESTED: _____

REQUESTED BY: _____

AMOUNT OF TIME NEEDED: _____

REGULAR MEETING: DATE REQUESTED: _____

AMOUNT OF TIME NEEDED: 3 minutes

DEPARTMENT: Juvenile Justice Services DIVISION: _____

CONTACT: Alandria Taylor TELEPHONE#: 248-3968

BLDG/ROOM#: 311/Alandria Taylor

PERSON(S) MAKING PRESENTATION: Elyse Clawson

ACTION REQUESTED:

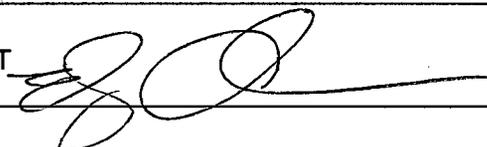
INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

SUGGESTED AGENDA TITLE:

Ratification of an Intergovernmental Revenue Agreement between Multnomah County Department of Juvenile Justice Services and Yamhill County for bed space(s) for the detention of juvenile referred to the Yamhill County Juvenile Justice System.

9/14/96 ORIGINALS TO ALANDRIA TAYLOR

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____
(OR)
DEPARTMENT MANAGER: 

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
96 AUG 27 AM 8:16

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Office of the Board Clerk 248-3277 or 248-5222

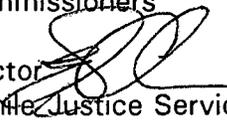


MULTNOMAH COUNTY OREGON

DEPARTMENT OF JUVENILE JUSTICE SERVICES
1401 N.E. 68TH
PORTLAND, OREGON 97213
(503) 248-3460
TDD 248-3561

BOARD OF COUNTY COMMISSIONERS
BEVERLY STEIN • CHAIR OF THE BOARD
DAN SALTZMAN • DISTRICT 1 COMMISSIONER
GARY HANSEN • DISTRICT 2 COMMISSIONER
TANYA COLLIER • DISTRICT 3 COMMISSIONER
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

TO: Beverly Stein, Chair
Board of County Commissioners

FROM: Elyse Clawson, Director 
Department of Juvenile Justice Services

DATE: August 20, 1996

SUBJECT: Approval of an Intergovernmental Cooperation Agreement Regulating Delivery of Detention Services between Multnomah County Department of Juvenile Justice Services (DJJS) and Yamhill County

I. **RECOMMENDATION/ACTION REQUESTED:**
The Department of Juvenile Justice Services recommends the Board's approval of an Intergovernmental Agreement between Yamhill County for bed space(s), in the Juvenile Justice Complex, when space is available for the detention of juveniles referred to the Yamhill County Juvenile Justice system.

II. **BACKGROUND/ANALYSIS:**
Multnomah County operates and maintains a juvenile detention facility known as the Donald E. Long Detention Complex, designed and operated as a temporary secure custody facility for juveniles pending disposition of cases referred to the juvenile justice system. Space presently exist in the Juvenile Justice Complex rendering it satisfactory for use by counties other than an in addition to Multnomah without a negative effect on any county or the juvenile detainee.

This Agreement stipulates payment by Yamhill of \$154.55 per bed space(s) per day to be paid to Multnomah County to house youth from Yamhill County when space is available in the Juvenile Justice Complex. Every youth served under this Agreement will receive the daily services of supervision, food, and basic care as do all youth placed in the detention facility.

RETROACTIVE STATUS:
This Agreement is retroactive due to time demands of other projects.

III. **FINANCIAL IMPACT:**
This revenue supports the operation of detention bed space(s), when space is available.

IV. **LEGAL ISSUES:**
N/A



MULTNOMAH COUNTY OREGON

DEPARTMENT OF JUVENILE JUSTICE SERVICES
1401 N.E. 68TH
PORTLAND, OREGON 97213
(503) 248-3460
TDD 248-3561

BOARD OF COUNTY COMMISSIONERS
BEVERLY STEIN • CHAIR OF THE BOARD
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GARY HANSEN • DISTRICT 2 COMMISSIONER
TANYA COLLIER • DISTRICT 3 COMMISSIONER
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

V. CONTROVERSIAL ISSUES:
N/A

VI. LINK TO CURRENT COUNTY POLICIES:
This Agreement supports the Department of Juvenile Justice Services philosophy of offering detention services for counties which do not have a detention facility.

VII. CITIZEN PARTICIPATION:
N/A

VIII. OTHER GOVERNMENT PARTICIPATION:
N/A

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Renewal []

Contract # 700177

Prior-Approved Contract Boilerplate: Attached: Not Attached

Amendment # _____

<p style="text-align: center;">CLASS I</p> <p><input type="checkbox"/> Professional Services under \$25,000</p> <p><input type="checkbox"/> Intergovernmental Agreement under \$25,000</p>	<p style="text-align: center;">CLASS II</p> <p><input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCR B Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p style="text-align: center;">CLASS III</p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement over \$25,000</p> <p style="text-align: center;">APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>C-4</u> DATE <u>9/3/96</u></p> <p style="text-align: center;"><u>DEB BOGSTAD</u> BOARD CLERK</p>
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Department: Juvenile Justice Services Division: _____ Date: August 20, 1996

Contract Originator: Joanne Fuller Phone: 248-3460 Bldg/Room: 311/DJJS

Administrative Contact: Alandria Taylor Phone: 248-3968 Bldg/Room: 311/DJJS

Description of Contract: This Intergovernmental Revenue Agreement allows Yamhill County the use of bed space(s) in the Juvenile Justice Complex for the detention of youth referred to the Yamhill County Juvenile Justice System.

RFP/BID #: _____ Date of RFP/BID: _____ Exemption Expiration Date: _____

ORS/AR #: _____ (Check all boxes that apply) Contractor is MBE WBE QRF N/A None

Original Contract No. _____ (ONLY FOR ORIGINAL RENEWALS)

<p>Contractor Name: <u>Yamhill County Juvenile Court Services</u></p> <p>Mailing Address: <u>535 East Fifth Street</u> <u>McMinnville, Oregon 97128-4523</u></p> <p>Phone: <u>(503) 434-7512</u></p> <p>Employer ID# or SS#: _____</p> <p>Effective Date: <u>July 1, 1996</u></p> <p>Termination Date: <u>June 30, 1997</u></p> <p>Original Contract Amount: \$ _____</p> <p>Total Amt of Previous Amendments: \$ _____</p> <p>Amount of Amendment: \$ _____</p> <p>Total Amount of Agreement: \$ _____</p>	<p>Remittance Address (if different) _____</p> <hr/> <p>Payment Schedule Terms</p> <p><input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt</p> <p><input type="checkbox"/> Monthly \$ _____ <input type="checkbox"/> Net 30</p> <p><input checked="" type="checkbox"/> Other \$ <u>154.55 per bed per day</u> <input checked="" type="checkbox"/> Other (When space is available)</p> <p><input type="checkbox"/> Requirements contract - Requisition Required</p> <p>Purchase Order No. _____</p> <p><input type="checkbox"/> Requirements Not to Exceed \$ _____</p> <p>Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/></p>
---	---

REQUIRED SIGNATURES:

Department Manager: [Signature] Date: 8-22-96

Purchasing Manager: _____ Date: _____

(Class II Contracts Only)

County Counsel: Katie Dutz Date: 8/26/96

County Chair/Sheriff: [Signature] Date: September 3, 1996

Contract Administration: _____ Date: _____

(Class I, Class II Contracts Only)

VENDOR CODE				VENDOR NAME				TOTAL AMOUNT: \$			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIP	AMOUNT	INC. DEC
01											
02											
03											

If additional space is needed, attach separate page. Write contract # on top of page.

**JUVENILE DETENTION INTERGOVERNMENTAL COOPERATION AGREEMENT
REGULATING DELIVERY OF DETENTION SERVICES**

THIS AGREEMENT, made and entered into by and between the County of Yamhill, hereinafter referred to as Yamhill, and Multnomah County, a home-rule subdivision of the State of Oregon, hereinafter referred to as Multnomah, deals with the delivery of detention services by Multnomah to Yamhill as described below. The following provisions shall comprise this Agreement:

I RECITATIONS

- A. Multnomah operates and maintains a juvenile detention facility known as the Donald E. Long Detention Center designed and operated as a temporary secure custody facility for juveniles pending disposition of cases referred to the juvenile justice system. Space presently exist in the Juvenile Justice Complex rendering it satisfactory for use by counties other than and in addition to Multnomah without a negative effect on any county or the juvenile detainee.
- B. As used in this agreement "Premises", "Space", and like terms refer to the detention areas of the Multnomah County Juvenile Justice Complex.
- C. Yamhill wishes to utilize the Premises in the Juvenile Justice Complex for the detention of Juveniles referred to the juvenile justice system and in need of secure custody.
- D. The combining of the referred Yamhill County population with the Multnomah County Juvenile population in the Juvenile Justice Complex is in the best interests of Yamhill and Multnomah, both fiscally and programmatically.
- E. ORS Chapter 190 provides for intergovernmental cooperation agreements for the performance of functions and activities of either party by the other in the interest of further economy and efficiency in local government and to that end declares that the provision of ORS 190.003 to 190.100 shall be liberally construed.

II. SERVICES TO BE PROVIDED

- A. Multnomah County shall perform as follows:
 - 1. Admission Services
 - a. Any youth subject to the Jurisdiction of the Yamhill County court shall be admitted by Multnomah to the Juvenile Justice Complex only upon authorization for secure custody communicated by an appropriate agent of the Yamhill County Juvenile Court as

INTERGOVERNMENTAL COOPERATION AGREEMENT
July 1, 1996 to June 30, 1997
Page 2

defined in this Agreement or upon order of any Yamhill County Court of competent jurisdiction to require detention of such juvenile, all subject to the conditions hereinafter provided.

- b. Acting through its on-duty intake supervisor, Multnomah shall have discretion to refuse acceptance of any juvenile referred pursuant to this Agreement in those circumstances where Multnomah reasonably believes the referral does not comply with lawful requirements of the facility regulations pertaining to the Juvenile Justice Complex, where Multnomah lacks adequate bed space, or when it appears that the physical condition of the referred juvenile requires immediate medical attention.
- c. Any requirement of Yamhill for bed space(s) shall be furnished by Multnomah on a space available basis and at a rate of compensation defined in this agreement.
- d. In the event a juvenile resident of Yamhill is taken into custody by law enforcement in Multnomah other than as a consequence of an order of a Yamhill County Court of competent jurisdiction and that juvenile resident of Yamhill is delivered to the Juvenile Justice Complex admission shall be as in the case of any local Multnomah referral, and no charge or cost shall accrue against Yamhill pursuant to this Agreement until and unless an appropriate referral for ongoing custody is made in accordance with this Agreement.
- e. Multnomah County shall not be required to provide notice to parents or guardians of juveniles referred upon admission or otherwise pursuant to this Agreement, unless the conditions are appropriate as outlined (on page 2, 1d).
- f. Multnomah shall provide Yamhill a daily roster indicating all juveniles held by Multnomah pursuant to this Agreement. Multnomah shall include with that roster a listing of those juveniles accepted by Multnomah who are subject to the juvenile court jurisdiction of Yamhill County but who are not admitted pursuant to the terms of the Agreement.

INTERGOVERNMENTAL COOPERATION AGREEMENT

July 1, 1996 to June 30, 1997

Page 3

2. Supervision Services

- a. An admitted Yamhill juvenile shall be placed in a detention unit deemed by Multnomah appropriate to the sex, age, and circumstance of the juvenile, consistent with the existing facility population and the best interests of the total facility population and operation.
- b. Yamhill juveniles admitted pursuant to this Agreement shall receive the same type of care and supervision by Multnomah as is furnished to the rest of the detention population, regardless of the county of residence.
- c. Each referred Yamhill juvenile shall be assigned a Multnomah staff worker to act in a liaison capacity with Yamhill for the purpose of tracking progress of referred juveniles and for implementing agreed arrangements incident to the expeditious release or coordinated planning for disposition, provided that no such Multnomah worker shall be required to provide those counseling services customarily furnished to referred juveniles preparatory to an adjudicative or dispositive process.
- d. The terms of the Agreement do not contemplate the provision of emergency services by Multnomah within the agreed per diem cost. In the event it is determined that a Yamhill detainee is in need of emergency services, whether as a result of a unilateral decision by Multnomah or as a result of consultation between Multnomah and Yamhill, Multnomah is authorized to take appropriate action to secure such services, including transportation, as required. Yamhill shall reimburse Multnomah for any expense connected therewith including security costs inside and outside the complex. Multnomah shall provide Yamhill with immediate notice of those services provided unilaterally.

3. Release Services

- a. Multnomah shall release Yamhill juveniles referred pursuant to this Agreement only upon receipt of notification by an authorized agent of the Yamhill County Juvenile Court.

INTERGOVERNMENTAL COOPERATION AGREEMENT

July 1, 1996 to June 30, 1997

Page 4

That notice may be by telephone, in person, or in writing, but any nonwritten communication will be confirmed in due course by a written authorization for release. Multnomah shall release Yamhill juveniles to such individuals or agencies as included in notification.

- b. Upon notification to Yamhill, Multnomah may act to require release of any juvenile it reasonably believes is being detained in excess of statutory authority.
- c. No provision of this Agreement is intended to relieve Yamhill of the duty to monitor the number, identity, and appropriate periods of detention for those Yamhill juveniles detained in Multnomah pursuant to this Agreement. It shall be the responsibility of Yamhill to defend and hold Multnomah harmless from any claim of detention in excess of lawful limits brought by or in behalf of any juvenile referred as provided herein except for actions attributable to Multnomah County negligence.
- d. It shall be the responsibility of Multnomah County to defend and hold Yamhill harmless from any claim of detention in excess of lawful limits brought by or in behalf of any juvenile referred by the Multnomah Courts.

B. Yamhill shall perform as follows:

- 1. Yamhill shall provide Multnomah current information identifying those Yamhill Juvenile Court agents authorized to refer juveniles to Multnomah as provided herein.
- 2. Yamhill shall provide or arrange all non-emergency transportation of Yamhill residents once the juvenile has been delivered by law enforcement officers.
- 3. Yamhill shall provide Multnomah written evidence of authorization to detain or release any juvenile referred pursuant to this Agreement, but actual receipt of written evidence is not a condition precedent to any specific detention or release.
- 4. Except as provided in Section III-B of this Agreement, Yamhill shall reimburse Multnomah for all expenses reasonably incurred by Multnomah in providing emergency medical, dental, or

INTERGOVERNMENTAL COOPERATION AGREEMENT

July 1, 1996 to June 30, 1997

Page 5

psychological services, including transportation therefore, on behalf of any referred juvenile pursuant to this Agreement.

5. Yamhill shall reimburse Multnomah for any unusual expenses reasonably incurred in the care and supervision of a referred juvenile which would exceed the level of care and supervision customarily furnished to detained youngsters, including but not limited to specially tailored clothing or custom footwear, prosthesis, remedial tutoring, eyeglasses, denture, hearing aids and similar devices. Except in circumstances constituting a medical emergency, Multnomah County may not incur these expenses without prior authorization from Yamhill.
6. Yamhill shall be responsible for providing any of the usual counseling services required for Yamhill juveniles placed with Multnomah pursuant to this Agreement.
7. Yamhill shall provide Multnomah timely, actual, and in due course, written notice of all judicial orders, visitation restrictions, and specialized programming which affect detention care and supervision for referred Yamhill juveniles.

C. Compensation Rates and Mode of Payments

1. For the duration of this Agreement, Yamhill shall pay to Multnomah \$154.55 per bed per day for services, normal care and maintenance of those Yamhill juveniles in residence. This rate represents the provision of program services and care.
2. In computing daily populations, the day of admission shall be considered a full day, and the day of release shall not be counted, each irrespective of the time of day on which the event occurs.

III CONSTRAINTS

- A. It is understood and agreed that any and all employees of the Juvenile Justice Complex are not employees, agents, or representatives of Yamhill for any purpose.
- B. Yamhill and Multnomah, each as to the other, shall indemnify, save harmless, and defend the other county, its officers agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof , arising out of or passed upon damage or injuries to persons or property caused by errors, omissions, fault, or negligence of the indemnifying county or that county's employees. More specifically, and only by way of example and not as an exclusive listing, Multnomah shall hold Yamhill harmless for responsibility or any liability arising from operation of the Juvenile Justice Complex and shall indemnify Yamhill for any loss proximately and legally caused by the conduct of Multnomah's officers, agents, and employees; Yamhill shall hold Multnomah harmless and shall be responsible for any liability arising from illegal detention caused by the failure of Yamhill to properly monitor the detention periods for juveniles referred herein and held beyond a legal period not as a consequence of a failure or absence of duty by Multnomah.
- C. This agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.

IV. AGREEMENT TERM AND TERMINATION

- A. This agreement shall apply from July 1, 1996, through June 30, 1997 and is subject to renewal annually.
- B. This Agreement may be terminated by either party alone or otherwise unilaterally modified only as follows:
 - 1. Either county may unilaterally terminate this Agreement on six months written notice; Multnomah County agrees to furnish Yamhill County bed space(s) on a space available basis and at a rate of compensation defined in this Agreement through June 30, 1997 as long as the provisions of this Agreement are met.

INTERGOVERNMENTAL COOPERATION AGREEMENT
July 1, 1996 to June 30, 1997
Page 7

2. It is assumed the rates of compensation defined in this Agreement will be modified in subsequent fiscal years. Rates of compensation shall be based on actual costs of operation and shall be communicated to Yamhill County by March 1, 1997 for the following fiscal year.
3. Actual costs shall include, but not be limited to, the pro rata share of Personnel, Juvenile Groupworkers, Groupworker Supervision, Lead Groupworker, Mental Health Worker, temporary on-call workers, overtime for these workers and associated fringe benefits, printing supplies, education, telephone, meals, laundry, Corrections Health, facility space and related maintenance and other costs.

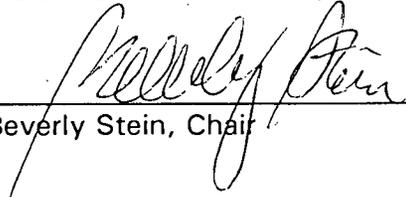
VI MISCELLANEOUS PROVISION

- A. This Agreement and any amendments to this Agreement will not be effective until approved by the Boards of County Commissioners of Yamhill and Multnomah.
- B. This Agreement supersedes and cancels all and any prior agreements or contracts between Multnomah and Yamhill for similar services.

INTERGOVERNMENTAL COOPERATION AGREEMENT
July 1, 1996 to June 30, 1997
Page 8

IN WITNESS THEREOF, the parties have hereto caused this agreement to be executed on this ___ day of _____, 199___, by their duly-authorized officers as of the day and year first hereinabove written.

Board of County Commissioners
MULTNOMAH COUNTY, OREGON



Beverly Stein, Chair

September 3, 1996

Date

Reviewed By:



Katie Gaetjens

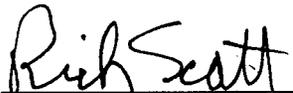
LAURENCE KRESSEL,
County Counsel for
Multnomah County, Oregon

8-22-96

Date



Elyse Clawson, Department Director



Rich Scott, Interim Detention Manager

Date

Board of County Commissioners
Yamhill COUNTY, OREGON

Chair

Date

Commissioner

Date

Commissioner

Date

Yamhill County Counsel

8-21-96

Date

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-4 DATE 9/3/96
DEB BOGSTAD
BOARD CLERK

MEETING DATE: SEP 3 1996

AGENDA #: C-5

ESTIMATED START TIME: 9:30

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Intergovernmental Agreement between DJJS and Linn County

BOARD BRIEFING: DATE REQUESTED: _____

REQUESTED BY: _____

AMOUNT OF TIME NEEDED: _____

REGULAR MEETING: DATE REQUESTED: _____

AMOUNT OF TIME NEEDED: 3 minutes

DEPARTMENT: Juvenile Justice Services DIVISION: _____

CONTACT: Alandria Taylor TELEPHONE#: 248-3968

BLDG/ROOM#: 311/Alandria Taylor

PERSON(S) MAKING PRESENTATION: Elyse Clawson

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

SUGGESTED AGENDA TITLE:

Ratification of an Intergovernmental Revenue Agreement between Multnomah County Department of Juvenile Justice Services and Linn County for bed space(s) for the detention of juvenile referred to the Linn County Juvenile Justice System.

9/4/96 ORIGINALS TO ALANDRIA TAYLOR

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

(OR) DEPARTMENT MANAGER:  _____

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
96 AUG 27 AM 8:11G

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Office of the Board Clerk 248-3277 or 248-5222



MULTNOMAH COUNTY OREGON

DEPARTMENT OF JUVENILE JUSTICE SERVICES
1401 N.E. 68TH
PORTLAND, OREGON 97213
(503) 248-3460
TDD 248-3561

BOARD OF COUNTY COMMISSIONERS
BEVERLY STEIN • CHAIR OF THE BOARD
DAN SALTZMAN • DISTRICT 1 COMMISSIONER
GARY HANSEN • DISTRICT 2 COMMISSIONER
TANYA COLLIER • DISTRICT 3 COMMISSIONER
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

TO: Beverly Stein, Chair
Board of County Commissioners

FROM: Elyse Clawson, Director 
Department of Juvenile Justice Services

DATE: August 20, 1996

SUBJECT: Approval of an Intergovernmental Cooperation Agreement Regulating Delivery of Detention Services between Multnomah County Department of Juvenile Justice Services (DJJS) and Linn County

I. **RECOMMENDATION/ACTION REQUESTED:**
The Department of Juvenile Justice Services recommends the Board's approval of an Intergovernmental Agreement between Linn County for bed space(s), in the Juvenile Justice Complex, when space is available for the detention of juveniles referred to the Linn County Juvenile Justice system.

II. **BACKGROUND/ANALYSIS:**
Multnomah County operates and maintains a juvenile detention facility known as the Donald E. Long Detention Complex, designed and operated as a temporary secure custody facility for juveniles pending disposition of cases referred to the juvenile justice system. Space presently exist in the Juvenile Justice Complex rendering it satisfactory for use by counties other than an in addition to Multnomah without a negative effect on any county or the juvenile detainee.

This Agreement stipulates payment by Linn of \$154.55 per bed space(s) per day to be paid to Multnomah County to house youth from Linn County when space is available in the Juvenile Justice Complex. Every youth served under this Agreement will receive the daily services of supervision, food, and basic care as do all youth placed in the detention facility.

RETROACTIVE STATUS:
This Agreement is retroactive due to time demands of other projects.

III. **FINANCIAL IMPACT:**
This revenue supports the operation of detention bed space(s), when space is available.

IV. **LEGAL ISSUES:**
N/A



MULTNOMAH COUNTY OREGON

DEPARTMENT OF JUVENILE JUSTICE SERVICES
1401 N.E. 68TH
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BOARD OF COUNTY COMMISSIONERS
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TANYA COLLIER • DISTRICT 3 COMMISSIONER
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

V. CONTROVERSIAL ISSUES:
N/A

VI. LINK TO CURRENT COUNTY POLICIES:
This Agreement supports the Department of Juvenile Justice Services philosophy of offering detention services for counties which do not have a detention facility.

VII. CITIZEN PARTICIPATION:
N/A

VIII. OTHER GOVERNMENT PARTICIPATION:
N/A

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Renewal []

Contract #: 70018.7

Prior-Approved Contract Boilerplate: Attached: Not Attached

Amendment # _____

<p style="text-align: center;">CLASS I</p> <p><input type="checkbox"/> Professional Services under \$25,000</p> <p><input type="checkbox"/> Intergovernmental Agreement under \$25,000</p>	<p style="text-align: center;">CLASS II</p> <p><input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p style="text-align: center;">CLASS III</p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement over \$25,000</p> <p style="text-align: center;">APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>C-5</u> DATE <u>9/3/96</u></p> <p style="text-align: center;">DEB BOGSTAD BOARD CLERK</p>
---	--	--

Department: Juvenile Justice Services Division: _____ Date: August 20, 1996

Contract Originator: Joanne Fuller Phone: 248-3460 Bldg/Room: 311/DJJS

Administrative Contact: Alandria Taylor Phone: 248-3968 Bldg/Room: 311/DJJS

Description of Contract: This Intergovernmental Revenue Agreement allows Linn County the use of bed space(s) in the Juvenile Justice Complex for the detention of youth referred to the Linn County Juvenile Justice System.

RFP/BID #: _____ Date of RFP/BID: _____ Exemption Expiration Date: _____

ORS/AR #: _____ (Check all boxes that apply) Contractor is MBE WBE QRF N/A None

Original Contract No. _____ (ONLY FOR ORIGINAL RENEWALS)

<p>Contractor Name: <u>Linn County Juvenile Court Services</u></p> <p>Mailing Address: <u>PO Box 100</u> <u>Albany, Oregon 97321</u></p> <p>Phone: <u>(541) 967-3853</u></p> <p>Employer ID# or SS#: _____</p> <p>Effective Date: <u>July 1, 1996</u></p> <p>Termination Date: <u>June 30, 1997</u></p> <p>Original Contract Amount: \$ _____</p> <p>Total Amt of Previous Amendments: \$ _____</p> <p>Amount of Amendment: \$ _____</p> <p>Total Amount of Agreement: \$ _____</p>	<p>Remittance Address (if different) _____</p> <hr/> <p>Payment Schedule Terms</p> <p><input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt</p> <p><input checked="" type="checkbox"/> Monthly \$ _____ <input type="checkbox"/> Net 30</p> <p><input type="checkbox"/> Other \$ <u>154.55 per bed per day</u> <input checked="" type="checkbox"/> Other (When space is available)</p> <p><input type="checkbox"/> Requirements contract - Requisition Required</p> <p>Purchase Order No. _____</p> <p><input type="checkbox"/> Requirements Not to Exceed \$ _____</p> <p>Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/></p>
---	---

REQUIRED SIGNATURES:

Department Manager: [Signature] Date: 8-22-96

Purchasing Manager: _____ Date: _____
(Class II Contracts Only)

County Counsel: [Signature] Date: 8/26/96

County Chair/Sheriff: [Signature] Date: September 3, 1996

Contract Administration: _____ Date: _____
(Class I, Class II Contracts Only)

VENDOR CODE				VENDOR NAME				TOTAL AMOUNT: \$			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIP	AMOUNT	INC DEC
01											
02											
03											

If additional space is needed, attach separate page. Write contract # on top of page.

**JUVENILE DETENTION INTERGOVERNMENTAL COOPERATION AGREEMENT
REGULATING DELIVERY OF DETENTION SERVICES**

THIS AGREEMENT, made and entered into by and between the County of Linn, hereinafter referred to as Linn, and Multnomah County, a home-rule subdivision of the State of Oregon, hereinafter referred to as Multnomah, deals with the delivery of detention services by Multnomah to Linn as described below. The following provisions shall comprise this Agreement:

I. RECITATIONS

- A. Multnomah operates and maintains a juvenile detention facility known as the Donald E. Long Detention Center designed and operated as a temporary secure custody facility for juveniles pending disposition of cases referred to the juvenile justice system. Space presently exist in the Juvenile Justice Complex rendering it satisfactory for use by counties other than and in addition to Multnomah without a negative effect on any county or the juvenile detainee.
- B. As used in this agreement "Premises", "Space", and like terms refer to the detention areas of the Multnomah County Juvenile Justice Complex.
- C. Linn wishes to utilize the Premises in the Juvenile Justice Complex for the detention of Juveniles referred to the juvenile justice system and in need of secure custody.
- D. The combining of the referred Linn County population with the Multnomah County Juvenile population in the Juvenile Justice Complex is in the best interests of Linn and Multnomah, both fiscally and programmatically.
- E. ORS Chapter 190 provides for intergovernmental cooperation agreements for the performance of functions and activities of either party by the other in the interest of further economy and efficiency in local government and to that end declares that the provision of ORS 190.003 to 190.100 shall be liberally construed.

II. SERVICES TO BE PROVIDED

- A. Multnomah County shall perform as follows:
 - 1. Admission Services
 - a. Any youth subject to the Jurisdiction of the Linn County court shall be admitted by Multnomah to the Juvenile Justice Complex only upon authorization for secure custody communicated by an appropriate agent of the Linn County Juvenile Court as

INTERGOVERNMENTAL COOPERATION AGREEMENT
July 1, 1996 to June 30, 1997
Page 2

defined in this Agreement or upon order of any Linn County Court of competent jurisdiction to require detention of such juvenile, all subject to the conditions hereinafter provided.

- b. Acting through its on-duty intake supervisor, Multnomah shall have discretion to refuse acceptance of any juvenile referred pursuant to this Agreement in those circumstances where Multnomah reasonably believes the referral does not comply with lawful requirements of the facility regulations pertaining to the Juvenile Justice Complex, where Multnomah lacks adequate bed space, or when it appears that the physical condition of the referred juvenile requires immediate medical attention.
- c. Any requirement of Linn for bed space(s) shall be furnished by Multnomah on a space available basis and at a rate of compensation defined in this agreement.
- d. In the event a juvenile resident of Linn is taken into custody by law enforcement in Multnomah other than as a consequence of an order of a Linn County Court of competent jurisdiction and that juvenile resident of Linn is delivered to the Juvenile Justice Complex admission shall be as in the case of any local Multnomah referral, and no charge or cost shall accrue against Linn pursuant to this Agreement until and unless an appropriate referral for ongoing custody is made in accordance with this Agreement.
- e. Multnomah County shall not be required to provide notice to parents or guardians of juveniles referred upon admission or otherwise pursuant to this Agreement, unless the conditions are appropriate as outlined (on page 2, 1d).
- f. Multnomah shall provide Linn a daily roster indicating all juveniles held by Multnomah pursuant to this Agreement. Multnomah shall include with that roster a listing of those juveniles accepted by Multnomah who are subject to the juvenile court jurisdiction of Linn County but who are not admitted pursuant to the terms of the Agreement.

INTERGOVERNMENTAL COOPERATION AGREEMENT

July 1, 1996 to June 30, 1997

Page 3

2. Supervision Services

- a. An admitted Linn juvenile shall be placed in a detention unit deemed by Multnomah appropriate to the sex, age, and circumstance of the juvenile, consistent with the existing facility population and the best interests of the total facility population and operation.
- b. Linn juveniles admitted pursuant to this Agreement shall receive the same type of care and supervision by Multnomah as is furnished to the rest of the detention population, regardless of the county of residence.
- c. Each referred Linn juvenile shall be assigned a Multnomah staff worker to act in a liaison capacity with Linn for the purpose of tracking progress of referred juveniles and for implementing agreed arrangements incident to the expeditious release or coordinated planning for disposition, provided that no such Multnomah worker shall be required to provide those counseling services customarily furnished to referred juveniles preparatory to an adjudicative or dispositive process.
- d. The terms of the Agreement do not contemplate the provision of emergency services by Multnomah within the agreed per diem cost. In the event it is determined that a Linn detainee is in need of emergency services, whether as a result of a unilateral decision by Multnomah or as a result of consultation between Multnomah and Linn, Multnomah is authorized to take appropriate action to secure such services, including transportation, as required. Linn shall reimburse Multnomah for any expense connected therewith including security costs inside and outside the complex. Multnomah shall provide Linn with immediate notice of those services provided unilaterally.

3. Release Services

- a. Multnomah shall release Linn juveniles referred pursuant to this Agreement only upon receipt of notification by an authorized agent of the Linn County Juvenile Court.

INTERGOVERNMENTAL COOPERATION AGREEMENT

July 1, 1996 to June 30, 1997

Page 4

That notice may be by telephone, in person, or in writing, but any nonwritten communication will be confirmed in due course by a written authorization for release. Multnomah shall release Linn juveniles to such individuals or agencies as included in notification.

- b. Upon notification to Linn, Multnomah may act to require release of any juvenile it reasonably believes is being detained in excess of statutory authority.
 - c. No provision of this Agreement is intended to relieve Linn of the duty to monitor the number, identity, and appropriate periods of detention for those Linn juveniles detained in Multnomah pursuant to this Agreement. It shall be the responsibility of Linn to defend and hold Multnomah harmless from any claim of detention in excess of lawful limits brought by or in behalf of any juvenile referred as provided herein except for actions attributable to Multnomah County negligence.
 - d. It shall be the responsibility of Multnomah County to defend and hold Linn harmless from any claim of detention in excess of lawful limits brought by or in behalf of any juvenile referred by the Multnomah Courts.
- B. Linn shall perform as follows:
1. Linn shall provide Multnomah current information identifying those Linn Juvenile Court agents authorized to refer juveniles to Multnomah as provided herein.
 2. Linn shall provide or arrange all non-emergency transportation of Linn residents once the juvenile has been delivered by law enforcement officers.
 3. Linn shall provide Multnomah written evidence of authorization to detain or release any juvenile referred pursuant to this Agreement, but actual receipt of written evidence is not a condition precedent to any specific detention or release.
 4. Except as provided in Section III-B of this Agreement, Linn shall reimburse Multnomah for all expenses reasonably incurred by Multnomah in providing emergency medical, dental, or

psychological services, including transportation therefore, on behalf of any referred juvenile pursuant to this Agreement.

5. Linn shall reimburse Multnomah for any unusual expenses reasonably incurred in the care and supervision of a referred juvenile which would exceed the level of care and supervision customarily furnished to detained youngsters, including but not limited to specially tailored clothing or custom footwear, prosthesis, remedial tutoring, eyeglasses, denture, hearing aids and similar devices. Except in circumstances constituting a medical emergency, Multnomah County may not incur these expenses without prior authorization from Linn.
6. Linn shall be responsible for providing any of the usual counseling services required for Linn juveniles placed with Multnomah pursuant to this Agreement.
7. Linn shall provide Multnomah timely, actual, and in due course, written notice of all judicial orders, visitation restrictions, and specialized programming which affect detention care and supervision for referred Linn juveniles.

C. Compensation Rates and Mode of Payments

1. For the duration of this Agreement, Linn shall pay to Multnomah \$154.55 per bed per day for services, normal care and maintenance of those Linn juveniles in residence. This rate represents the provision of program services and care.
2. In computing daily populations, the day of admission shall be considered a full day, and the day of release shall not be counted, each irrespective of the time of day on which the event occurs.

III CONSTRAINTS

- A. It is understood and agreed that any and all employees of the Juvenile Justice Complex are not employees, agents, or representatives of Linn for any purpose.
- B. Linn and Multnomah, each as to the other, shall indemnify, save harmless, and defend the other county, its officers agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof , arising out of or passed upon damage or injuries to persons or property caused by errors, omissions, fault, or negligence of the indemnifying county or that county's employees. More specifically, and only by way of example and not as an exclusive listing, Multnomah shall hold Linn harmless for responsibility or any liability arising from operation of the Juvenile Justice Complex and shall indemnify Linn for any loss proximately and legally caused by the conduct of Multnomah's officers, agents, and employees; Linn shall hold Multnomah harmless and shall be responsible for any liability arising from illegal detention caused by the failure of Linn to properly monitor the detention periods for juveniles referred herein and held beyond a legal period not as a consequence of a failure or absence of duty by Multnomah.
- C. This agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.

IV. AGREEMENT TERM AND TERMINATION

- A. This agreement shall apply from July 1, 1996, through June 30, 1997 and is subject to renewal annually.
- B. This Agreement may be terminated by either party alone or otherwise unilaterally modified only as follows:
 - 1. Either county may unilaterally terminate this Agreement on six months written notice; Multnomah County agrees to furnish Linn County bed space(s) on a space available basis and at a rate of compensation defined in this Agreement through June 30, 1997 as long as the provisions of this Agreement are met.

INTERGOVERNMENTAL COOPERATION AGREEMENT
July 1, 1996 to June 30, 1997
Page 7

2. It is assumed the rates of compensation defined in this Agreement will be modified in subsequent fiscal years. Rates of compensation shall be based on actual costs of operation and shall be communicated to Linn County by March 1, 1997 for the following fiscal year.
3. Actual costs shall include, but not be limited to, the pro rata share of Personnel, Juvenile Groupworkers, Groupworker Supervision, Lead Groupworker, Mental Health Worker, temporary on-call workers, overtime for these workers and associated fringe benefits, printing supplies, education, telephone, meals, laundry, Corrections Health, facility space and related maintenance and other costs.

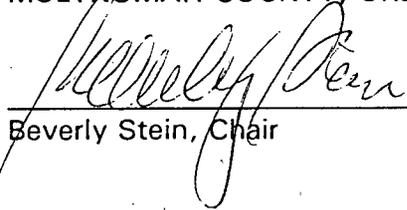
VI MISCELLANEOUS PROVISION

- A. This Agreement and any amendments to this Agreement will not be effective until approved by the Boards of County Commissioners of Linn and Multnomah.
- B. This Agreement supersedes and cancels all and any prior agreements or contracts between Multnomah and Linn for similar services.

INTERGOVERNMENTAL COOPERATION AGREEMENT
July 1, 1996 to June 30, 1997
Page 8

IN WITNESS THEREOF, the parties have hereto caused this agreement to be executed on this ___ day of _____, 199___, by their duly-authorized officers as of the day and year first hereinabove written.

Board of County Commissioners
MULTNOMAH COUNTY, OREGON



Beverly Stein, Chair

September 3, 1996

Date

Reviewed By:

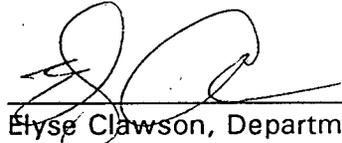


Katie Gaetjens

LAURENCE KRESSEL,
County Counsel for
Multnomah County, Oregon

8-22-96

Date



Elyse Clawson, Department Director



Rich Scott, Interim Detention Manager

Date

Board of County Commissioners
Linn COUNTY, OREGON

Chair

Date

Commissioner

Date

Commissioner

Date

Linn County Counsel

8-22-96

Date

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-5 DATE 9/3/96

DEB BOGSTAD
BOARD CLERK

BUDGET MODIFICATION NO. Nond #1

(For Clerk's Use) Meeting Date SEP 3 1996
Agenda No. C-6

1. REQUEST FOR PLACEMENT ON THE AGENDA F 9/5/96
(Date)

DEPARTMEN Nondepartmental/DES DIVISION _____
CONTACT Dave Boyer/Barry Crook TELEPHONE x3903/3575
* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD Dave Boyer/Barry Crook

SUGGESTED
AGENDA TITLE (to assist in preparing a description for the printed agenda)

Budget Modification Nond 1 budgets \$120,000 to assist in purchasing the Taylor Woods and East Buttes properties.

(Estimated Time Needed on the Agenda)

2. DESCRIPTION OF MODIFICATION (Explain the changes this Bud Mod makes. What budget does it increase? What do changes accomplish? Where does the money come from? What budget is reduced? Attach additional information if you need more space.)

Personnel changes are shown in detail on the attached sheet

Resolution 96-138 specified that \$20,000 one-time disbursement be made for assisting in the purchase of the Taylor Woods property, and \$100,000 for East Buttes, in partnership with Metro and the City of Portland.

This modification reduces cash transfer from the Natural Areas fund to the Capital Acquisition fund by \$120,000. It budgets this \$120,000 as pass through.

Capital Acquisition fund capital outlay is reduced by \$120,000.

3. REVENUE IMPACT (Explain revenues being changed and reason for the change)

Capital Acquisition fund cash transfer revenue is reduced by \$120,000.

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
96 AUG 26 AM 10:10

4. CONTINGENCY STATUS (to be completed by Budget & Planning)
NA Fund Contingency before this modification (as of _____) \$ _____
Date _____
After this modification

Originated By <u>[Signature]</u>	Date	Department Director <u>[Signature]</u>	Date
Plan/Budget Analyst <u>[Signature]</u>	Date <u>8/23/96</u>	Employee Services	Date
Board Approval <u>[Signature]</u>	Date <u>9/3/96</u>		

EXPENDITURE

TRANSACTION EB GM []

TRANSACTION DATE _____

ACCOUNTING PERIOD _____

BUDGET FY _____

Document Number	Action	Fund	Agency	Organization	Activity	Reporting Category	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
									0			
Nond 01		153	30	5659			6060	0	120,000	120,000		
Nond 01		153	30	5659			7645	178,900	58,900	(120,000)		Cash Transfer to Capital Acquisition
Nond 01		245	50	9130			8400	178,900	58,900	(120,000)		Capital Outlay
									0			
									0			
									0			
									0			
									0			
									0			
									0			
									0			
									0			
									0			
									0			
									0			
TOTAL EXPENDITURE CHANGE										(120,000)	0	

REVENUE

TRANSACTION RB GM []

TRANSACTION DATE _____

ACCOUNTING PERIOD _____

BUDGET FY _____

Document Number	Action	Fund	Agency	Organization	Activity	Reporting Category	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
Nond 01		245	50	9130			7630	178,900	58,900	(120,000)		
									0			
									0			
									0			
									0			
									0			
									0			
									0			
									0			
									0			
									0			
									0			
									0			
TOTAL REVENUE CHANGE										(120,000)	0	



MULTNOMAH COUNTY, OREGON

BOARD OF COUNTY COMMISSIONERS
BEVERLY STEIN
DAN SALTZMAN
GARY HANSEN
TANYA COLLIER
SHARRON KELLEY

BUDGET & QUALITY
PORTLAND BUILDING
1120 S.W. FIFTH - ROOM 1400
P. O. BOX 14700
PORTLAND, OR 97214
PHONE (503) 248-3883

TO: Board of County Commissioners
FROM: Ching Hay, Budget Analyst *CH*
DATE: August 26, 1996
REQUESTED PLACEMENT DATE: Sept 5, 1996
SUBJECT: Budget Modification Nond 01

- I. Recommendation/Action Requested:
Approval of Budget Modification Nond 01.
- II. Background/Analysis:
The Board passed resolution 96-138 on August 15, 1996. This resolution stated that a one-time only disbursement of \$20,000 be made to purchase the Taylor Woods property, and \$100,000 for East Buttes including Rocky, Kelly, Powell, and Mt. Scott/Clatsop Buttes, in partnership with Metro and the City of Portland.
- III. Financial Impact:
This budget modification carries out the budgetary aspects of the resolution by budgeting \$120,000 as pass through in the Natural Areas fund. It reduces cash transfer from the Natural Areas fund to the Capital Acquisition fund, thereby reducing Capital Acquisition fund revenue. The Capital Acquisition fund expenditure for capital outlay is reduced by \$120,000 from \$178,900 to \$58,900.
- IV. Legal Issues:
NA
- V. Controversial Issues:
NA
- VI. Link to Current County Policies:
NA
- VII. Citizen Participation:
NA
- VIII. Other Government Participation:
Metro and the City of Portland are partners in this.

BUDGET MODIFICATION NO.

DES 2

(For Clerk's Use) Meeting Date SEP 3 1996

Agenda No. R-2

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR

09/05/96

(Date)

DEPARTMENT Environmental Services

DIVISION Assessment & Taxation

CONTACT Janice Druian

TELEPHONE 248-3090

* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD

Janice Druian

SUGGESTED

AGENDA TITLE (to assist in preparing a description for the printed agenda)

Budget Modification DES 2 to restore the A&T Fund Budget

(Estimated Time Needed on the Agenda)

2. DESCRIPTION OF MODIFICATION

(Explain the changes this Bud Mod makes. What budget does it increase? What do changes

accomplish? Where does the money come from? What budget is reduced? Attach additional information if you need more space.)

Personnel changes are shown in detail on the attached sheet

This budget modification reallocates the DES General Fund appropriation to restore cuts made in the A&T Fund in order to provide funding for the Portland Schools. It reduces expenditures in A&T's general fund appropriation and increases the general fund cash transfer to the A&T fund, increases the personal services appropriation in the A&T fund, and decreases revenues and expenditures in the distribution fund.

3. REVENUE IMPACT

(Explain revenues being changed and reason for the change)

**Revenue is increased to the A&T fund
Revenue is reduced to the Distribution fund**

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
96 AUG 19 PM 4:10

4. CONTINGENCY STATUS

(to be completed by Budget & Planning)

General _____ Fund Contingency before this modification (as of _____) \$ _____

Date

After this modification \$ _____

Originated By

Lance Duncan

Date

8/13/96 17:25

Department Director

Lance Duncan

Date

8/15/96

Plan/Budget Analyst

any

Date

8-19-96

Employee Services

Date

Board Approval

Wendell L. Boast

Date

9/3/96

BUDGET MODIFICATION NO. DES 2

Expenditure

Transaction EE[] TRANSACTION DATE _____ ACCOUNTING PERIOD: _____ BUDGET FY: 96

Fund	Agency	Organization	Activity	Reporting Category	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
175	030	7565			5100	187,839	198,117	10,278		Permanent
175	030	7565			5500	30,921	33,491	2,570		Salary-related
175	030	7630			5100	813,265	820,646	7,381		Permanent
175	030	7630			5500	144,750	146,596	1,846		Salary-related
175	030	7566			5100	489,626	498,334	8,708		Permanent
175	030	7566			5500	88,434	90,611	2,177		Salary-related
100	030	7575			7560	49,398	16,438	(32,960)		Distribution/Postage
404	030	5950			6200	749,411	716,451	(32,960)		Postage
100	030	9995			7635	(32,960)	0	32,960		Cash Transfer to A&T Fund
									0	Total Expenditure Change

Revenue

Transaction RE[] TRANSACTION DATE _____ ACCOUNTING PERIOD: _____ BUDGET FY: _____

Fund	Agency	Organization	Activity	Reporting Category	Rev Source	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
175	030	7565			7601	7,978,032	7,990,880	12,848		
175	030	7630			7601	115,766	135,878	20,112		
404	030	5950			6600	426,865	393,905	(32,960)		
									0	Total Revenue Change



MULTNOMAH COUNTY OREGON

DEPARTMENT OF SOCIAL SERVICES
HOUSING AND COMMUNITY SERVICES DIVISION (503) 248-3339
COMMUNITY DEVELOPMENT PROGRAM OFFICE (503) 248-5000
2115 S.E. MORRISON
PORTLAND, OREGON 97214
FAX: (503) 248-3048

BOARD OF COUNTY COMMISSIONERS
BEVERLY STEIN • CHAIR OF THE BOARD
DAN SALTZMAN • DISTRICT 1 COMMISSIONER
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SHARRON KELLEY • DISTRICT 4 COMMISSIONER

Staff Report Supplement

To: Board of County Commissioners
From: Lance Duncan 
Date: August 15, 1996
Subject: Budget Modification DES2 to restore the A&T Fund Budget

I. Recommendation/Action Requested

Approval of the budget modification.

II. Background/Analysis

As part of the Board's policy to delay hiring in new positions funded from General Fund dollars, the Assessment & Taxation Division's budget was reduced by \$32,960. New information obtained since that time indicates we have violated of our contract with the Department of Revenue by reducing the budget submitted on our grant authorization. This budget modification reallocates existing General Fund dollars in the Department of Environmental Services in order to re-appropriate the reductions made by position delays, and brings us back into compliance with our contractual arrangement with the Department of Revenue.

III. Financial Impact

There is no net financial impact. It is anticipated savings in other General Fund expenditures will offset the reductions in the General Fund appropriation made by this budget modification.

IV. Legal Issues

This budget modification is required for us to maintain compliance with our contract with the Department of Revenue. Failure to comply could result in withdrawal of approximately \$2 million in grant revenue.

V. Controversial Issues

This budget modification, by itself, does not generate controversial issues. Failure to amend the A&T budget and consequently remaining in violation of our contract would generate controversy and other consequences.

VI. Link to Current County Policy

It is County policy to comply with ORS and other contractual agreements.

VII. Citizen Participation

None anticipated.

VIII. Other Government Participation.

None.

DRAFT

August 15, 1996

Mr. Richard Munn
Director
Oregon Department of Revenue
955 Center Street NE
Salem, OR 97310

Dear Richard:

As you may be aware, there are serious budgetary problems facing the local schools in Multnomah County. Both the City of Portland and Multnomah County have recognized the crisis nature of this situation and have each offered a one-time-only grant to the schools.

In order for Multnomah County to offer this grant, all existing general fund programs have had to share in the expense. I am writing to inform you that the funding mechanism for this one-time grant reduced Multnomah County's Assessment & Taxation fund by \$32,960. We were unaware at the time this reduction was made that it could potentially jeopardize our eligibility for the entire grant award. Consequently, the Department of Environmental Services (the department responsible for Multnomah County's Assessment & Taxation Division) has re-allocated its general-fund resources to cover this reduction and restore the Assessment & Taxation Fund budget to the level reported on our original grant document.

Please let me know if there is any additional information you need.

Sincerely,

Beverly Stein
County Chair



BOARD OF
COUNTY COMMISSIONERS

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MULTNOMAH COUNTY
OREGON

MULTNOMAH COUNTY, OREGON

BOARD OF COUNTY COMMISSIONERS
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BUDGET & QUALITY OFFICE
PORTLAND BUILDING
1120 S.W. FIFTH - ROOM 1400
P. O. BOX 14700
PORTLAND, OR 97214
PHONE (503)248-3883

TO: Board of County Commissioners
FROM: Barry Crook, Budget & Quality Manager 
DATE: August 30, 1996
SUBJECT: Budget Modification DES-2, for Assessment & Taxation

Budget modification DES-2 asks for your approval to move \$32,960 from General Fund programs in Assessment and Taxation into A&T Fund programs in Assessment & Taxation in order to restore budget reductions made during the budget amendment process. This does not change the overall General Fund budget target for the division, or for the Department of Environmental Services.

The reason this modification is before you at all is to eliminate any possibility of loss of the entire Department of Revenue (DOR) grant. These grant proceeds, which we project at nearly \$2 million (approximately 17% of the A&T budget) for FY 1996-97, are received by the County pursuant to the ORS and Administrative Rules as modified by HB 2338. Although we recommend approving this budget modification because of existing ambiguities, the fact that this item is before you raises some issues we would like you to understand.

Past

You will recall that this spring you approved A&T's budget prior to reviewing all other departments' budgets. At the time that approval was made, you were assured by this office, the A&T division and DES that if you were to make reductions in the A&T budget prior to adoption, the only grant funding that would be lost would be 17% of the reduction amount. Because of your decision to delay new General Fund positions, the \$10,959,186 A&T Fund budget was reduced by \$32,960 (0.3%) to \$10,929,677.

When the State DOR receives the approved budget and supporting "grant document", they review to see whether the proposed budget is "adequate to maintain the county's property tax system". They then send a letter to the county informing us as to their determination, and providing an estimate of grant revenue for the upcoming fiscal year. This letter contains a statement which says "The county must appropriate 100 percent of the approved expenditure level under ORS 294.435 in order to receive grant funds." It also says "Any reduction in the dollar appropriation or any other resource restriction will result in loss of grant money."

The Present

These statements were interpreted in the Budget Office to mean that a reduction in the budget would result in a *proportional* loss of grant money. In early July, DES was working with the Chair's Office to write a letter to the DOR explaining the reduction in budget. During the course of the development of that letter, the A&T Director informed DES Administration and the Budget Office that *any* reduction in the A&T Fund budget would result in the loss of the *entire* grant.

Obviously, we would not absorb a \$2 million dollar loss like we would absorb the \$5,250 loss we were projecting. Since conflicting information had been provided, the Budget Office reviewed the relevant ORS and Administrative Rules. ORS 294 provides reference to Oregon Laws 1989 ch. 796, which in Section 3 (4) requires:

"In determining the expenditures of a county for purposes of this subsection (subsection sets forth grant award calculation): . . .

(d) No expenditures of any county that does not make its appropriation under ORS 294.435 based on 100 percent of the expenditures certified shall be included."

This section does seem to support the idea that the entire grant would be in jeopardy. If no expenditures were included, no grant award would be made. However, the majority of this section, and the related statutes and rules, discusses the adequacy of services, and remediation if services are found to be inadequate. The intent seems to be that *a budget which provides for adequate services is both submitted to the DOR and appropriated by the jurisdiction.*

Because of this, the concept of a \$2 million award being jeopardized by a \$30,000 reduction in a \$10.9 million dollar budget is difficult to accept, and does not seem to fit with the intent of HB 2338. DES had a meeting with DOR on 8/27 to discuss this, and were told that, based on a State Attorney General opinion, the DOR has no authority to approve a lower level of expenditure after the budget has been certified for participation in the state grant fund on June 1st, *even though they agreed that the reductions have no bearing on our ability to perform the task to their satisfaction.* Their hands are tied. The lower level of expenditure is for any amount -- not just for a consequential amount that would preclude the local jurisdiction from performing its function adequately. As a practical matter, it is uncertain what the DOR response might have been in this case. They (DOR) indicated they would probably not have noticed this change, and the grant would, therefore, not have been jeopardized.

Because of all this confusion, and since HB 2338 sunsets and will be under review this legislative session, the county needs pursue clarity, equity and control in assessment and taxation in this year's legislative agenda.

Clarity

The ORS and Administrative Rules surrounding this funding are difficult to follow at best. An enormous "folklore" about DOR intent and punishment has developed since 1989. If HB 2338 is renewed or modified, Multnomah County should advocate for clear and unambiguous rules, procedures, rewards and sanctions.

Equity

As discussed during the A&T budget meeting, the issue of how assessment and taxation functions are funded is of concern to the county, especially if the HB 2338 grant is eliminated or reduced. Currently, the fees and interest collected in Multnomah County exceed the return from grant by approximately \$1 million. We are subsidizing the A&T activities of the other counties in Oregon. We are also providing service to all of the

jurisdictions in Multnomah County free of charge. Remedying either, or both, of these situations would reduce the burden on the General Fund to pay for A&T programs.

Control

This current interpretation of the DOR rules basically requires that A&T functions take precedence over all other county functions by requiring that their budgets be approved in March. Furthermore, since the adopted budget is then required to be 100% of the approved budget, it essentially requires the A&T budget to be *adopted* in March - before even the Chair has created her Proposed Budget. This is a troublesome loss of local control that should be remedied. If it is determined that the DOR does still need to review the counties' efforts, we should strive for several things:

- Change the timing so that A&T's budget can be considered in context of all county requirements and resources.
- DOR's review should be on performance, not on budget. As we all know, a large budget and many FTEs no more guarantees adequacy of service than a smaller budget guarantees inadequacy. Automation and changing ways of doing work make simply county bodies and dollars an antiquated way to measure performance. Furthermore, if the DOR's goal is truly to ensure a certain service level across the state, they need to look at some actual data, not just budget data. There is nothing compelling any government entity to spend its entire budget, so again a large budget and many FTEs do not automatically result in the DOR-desired level of service.

Recommendation

While I believe all parties involved in this agree that the very marginal changes the Board made to the final appropriations for A&T have no bearing whatsoever on their ability to perform their mission to the satisfaction of the County and the Department of Revenue, we have told the DOR the budget modification has been submitted to the BCC for approval. And since the consequences of not approving it are to invite the DOR to de-certify our efforts (as ridiculous as that might be), and because DES's overall appropriation stays the same, it should be approved. This will restore the A&T budget to the certified level and preclude any further review by the DOR. We should take up the issue of who controls the County's budget -- the Board or the Department of Revenue -- as part of the legislative agenda for the next session.

Please let me know if you have any further questions.

MEETING DATE: SEP 3 1996

AGENDA #: R-3

ESTIMATED START TIME: 11:00am

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Endorsing Metro's Urban Growth Management Functional Plan

BOARD BRIEFING: DATE REQUESTED: _____

REQUESTED BY: _____

AMOUNT OF TIME NEEDED: _____

REGULAR MEETING: DATE REQUESTED: September 5, 1996

AMOUNT OF TIME NEEDED: 5 minutes

DEPARTMENT: Non-Departmental DIVISION: BCC/Cmsnr Dan Saltzman

CONTACT: Andrea Jilovec TELEPHONE #: 248-5220

BLDG/ROOM #: 106/1500-1

PERSON(S) MAKING PRESENTATION: Commissioner Dan Saltzman

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

SUGGESTED AGENDA TITLE

Endorsing Metro's Urban Growth Management Functional Plan

9/4/96 copies to CO Saltzman & Stuart Farmer

SIGNATURES REQUIRED:

ELECTED OFFICIAL: *Dan Saltzman*

OR

DEPARTMENT MANAGER: _____

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions? Call the office of the Board Clerk 248-3277/248-5222

96 AUG 28 AM 10: 08
MULTNOMAH COUNTY
OREGON
BOARD OF
COUNTY COMMISSIONERS

TO: BOARD OF COUNTY COMMISSIONERS
FROM: Andrea Jilovec, Commissioner Saltzman's Office
DATE: August 28, 1996
REQUESTED PLACEMENT DATE: September 5, 1996
RE: Resolution to Endorse Metro's Urban Growth Management Functional Plan

I. Recommendation/Action Requested:

Approval of the Resolution

II. Background/Analysis:

Expresses the County's willingness to continue to work as a regional partner with Metro and other metro area jurisdictions on the early implementation of the Urban Growth Management Functional Plan and other plans intended to implement the 2040 Growth Concept. It officially puts the County on record in support of the August 6, 1996 draft of the Urban Growth Management Functional Plan.

III. Financial Impact:

None

IV. Legal Issues:

N/A

V. Controversial Issues:

N/A

VI. Link to Current County Policies:

Advances Resolution 95-204, which supported the early implementation of the 2040 Growth Plan

VII. Citizen Participation:

N/A

VIII. Other Government Participation:

METRO, its various policy committees, and local governments as represented by MPAC.

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON.**

Endorsing the adoption of the Metro)
Urban Growth Management Functional Plan)

RESOLUTION
96-159

WHEREAS, the Multnomah Board of County Commissioners supported the adoption of the 2040 Growth Concept which established the preferred urban form alternative for the Metro region; and,

WHEREAS, the 2040 Growth Concept envisions a strong, compact urban growth boundary which is vital to preventing urban sprawl and preserving the region's quality of life; and,

WHEREAS, the citizens from throughout the region, responding to Metro's broad public outreach program have strongly supported less sprawl and tighter urban growth boundary; and,

WHEREAS, the adoption of the 2040 Growth Concept only began the process of aligning local land use plans with its concepts; and,

WHEREAS, the adoption of the Regional Framework Plan will culminate the alignment process of local land use plans by establishing regional policies which incorporate urban form concepts of the 2040 Growth Concepts with urban design and development concepts of adopted Regional Functional Plans and the Regional Urban Growth Goals and Objectives; and,

WHEREAS, the Regional Framework Plan may not be adopted until December 1997; and,

WHEREAS, the population of the Metro Region is growing and the new development required to accommodate the growth may be done in a manner inconsistent with 2040 Growth Concept which will reduce the effect of the Regional Framework Plan when adopted; and,

WHEREAS, the Multnomah Board of County Commissioners on September 14, 1995 adopted Resolution 95-204 supporting the early implementation of 2040 Growth Concept; and,

WHEREAS, the purpose of the Urban Growth Management Functional Plan is to require cities and counties to implement early, within twenty-four (24) months after the adoption of the Urban Growth Management Functional Plan, the Regional Urban Growth Goals and Objectives including the Metro 2040 Growth Concept; and,

WHEREAS, Multnomah County has participated as a regional partner and assisted in

MPAC, TPAC and JPACT processes; and,

WHEREAS, the Growth Management Committee August 6, 1996 rewrite of the MPAC draft of the Urban Growth Management Functional Plan does not substantively change the MPAC draft and clarifies the intent of key provisions of the MPAC draft;

BE IT RESOLVED the Multnomah Board of County Commissioners recommends the adoption of the Growth Management Committee August 6, 1996 draft of the Urban Growth Management Functional Plan.

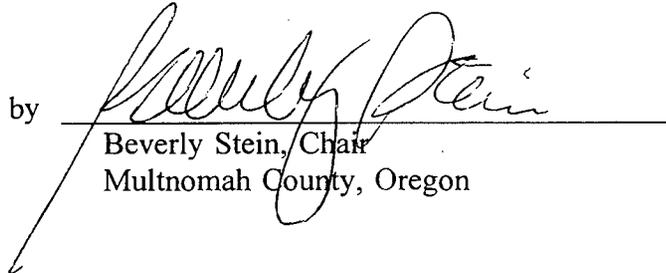
BE IT FURTHER RESOLVED the Multnomah Board of County Commissioners expresses its willingness to continue to work as a regional partner with Metro and other metro area jurisdictions on the implementation of the Urban Growth Management Functional Plan and other plans intended to implement the 2040 Growth Concept.

ADOPTED this 3rd day of September, 1996,

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON



by


Beverly Stein, Chair
Multnomah County, Oregon

REVIEWED BY:


Sandra Duffy, Deputy County Counsel
of Multnomah County, Oregon