

PLEASE PRINT LEGIBLY!

MEETING DATE 11-26-96

NAME

ADDRESS

Dianna Roberts
1939D NE Multnomah Ct.
STREET
Portland OR 97230
CITY **ZIP**

I WISH TO SPEAK ON AGENDA ITEM NO. R-I

SUPPORT

OPPOSE

SUBMIT TO BOARD CLERK

ANNOTATED MINUTES

Tuesday, November 26, 1996 - 9:30 AM
Multnomah County Courthouse, Room 602
1021 SW Fourth, Portland

REGULAR MEETING

Chair Beverly Stein convened the meeting at 9:33 a.m., with Commissioners Sharron Kelley, Gary Hansen and Tanya Collier present, and Vice-Chair Dan Saltzman arriving at 9:35 a.m.

CONSENT CALENDAR

**UPON MOTION OF COMMISSIONER KELLEY,
SECONDED BY COMMISSIONER HANSEN, THE
CONSENT CALENDAR (ITEMS C-1 THROUGH C-14)
WAS APPROVED, WITH COMMISSIONERS KELLEY,
HANSEN, COLLIER AND STEIN VOTING AYE.**

NON-DEPARTMENTAL

- C-1 Appointment of Ramsey Weit as City of Portland Representative to the AFFORDABLE HOUSING REVIEW COMMITTEE
- C-2 Appointments of Christa Meyer and Terri Thorson to the DUII COMMUNITY ADVISORY BOARD
- C-3 Appointment of Marie Sowers to the PORTLAND MULTNOMAH COMMISSION ON AGING
- C-4 Appointment of Stephanie Parish-Taylor to the PRIVATE INDUSTRY COUNCIL

DEPARTMENT OF HEALTH

- C-5 Intergovernmental Agreement 200847 with Oregon Health Sciences University, Providing Obstetrical and Gynecological Consultation to Health Department Clinics

DEPARTMENT OF AGING SERVICES

- C-6 Intergovernmental Revenue Agreement 400097 with the City of Gresham, Providing Coordination of Services and Programs for Gresham Area Seniors
- C-7 Amendment 1 to Intergovernmental Agreement 400016 with Oregon Senior and Disabled Services, Providing Administrative, Long Term Care, and Contracted Community Services Funds for the Period July 1, 1995 through June 30, 1997

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES

- C-8 Intergovernmental Revenue Agreement 103117 with the State Office for Services to Children and Families, Funding Capitated Mental Health Services for Children Not Eligible for the Multnomah CAPCare Program Services

DEPARTMENT OF ENVIRONMENTAL SERVICES

- C-9 Intergovernmental Agreement 300757 with the City of Portland, Providing Design and Construction of 13 Off-Bridge Willamette River Bridges Accessibility Improvements
- C-10 ORDER Authorizing Execution of Deed D971381 Upon Complete Performance of a Contract to William D. Barnes

ORDER 96-203.

- C-11 ORDER Authorizing Execution of Deed D971382 Upon Complete Performance of a Contract to Michael Trojan

ORDER 96-204.

- C-12 ORDER Authorizing Execution of Deed D971383 Upon Complete Performance of a Contract to Margaret Lewis

ORDER 96-205.

- C-13 ORDER Authorizing Execution of Deed D971384 Upon Complete Performance of a Contract to Jeffrey Paul Fish

ORDER 96-206.

SHERIFF'S OFFICE

C-14 Intergovernmental Agreement 800847 with the Oregon Department of Transportation, Involving a Multi-Agency Effort to Enhance DUII Enforcement in Multnomah County

REGULAR AGENDA

AT THE REQUEST OF CHAIR STEIN AND UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER COLLIER, CONSIDERATION OF THE FOLLOWING ITEM WAS APPROVED, WITH COMMISSIONERS KELLEY, HANSEN, COLLIER AND STEIN VOTING AYE.

DEPARTMENT OF SUPPORT SERVICES

UC-1 Intergovernmental Agreement 500407 with Riverdale School District Implementing a \$10,000 One Time Only Payment Included in the 1996-97 Adopted Budget

COMMISSIONER KELLEY MOVED AND COMMISSIONER COLLIER SECONDED, APPROVAL OF UC-1. DAVE WARREN EXPLANATION. AGREEMENT APPROVED, WITH COMMISSIONERS KELLEY, HANSEN, COLLIER AND STEIN VOTING AYE.

PUBLIC COMMENT

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

Vice-Chair Dan Saltzman arrived at 9:35 a.m.

DIANNA ROBERTS COMMENTED IN OPPOSITION TO ADULT CARE HOME INSPECTIONS ON THURSDAY MORNINGS, AND THE COUNTY BOARD CONDUCTING EXECUTIVE SESSIONS CONCERNING PENDING LITIGATION. CHAIR STEIN ASSURED MS. ROBERTS THAT EXECUTIVE SESSIONS ARE CONDUCTED PER STATUTORY GUIDELINES.

DEPARTMENT OF COMMUNITY CORRECTIONS

- R-2 Budget Modification DCC 5 Creating a Budget for the Centralized Casebank Unit, Transferring Existing Positions and Materials and Services

***UPON MOTION OF COMMISSIONER KELLEY,
SECONDED BY COMMISSIONER SALTZMAN, R-2
WAS TABLED.***

NON-DEPARTMENTAL

- R-3 RESOLUTION Approving the Fire Code Ordinance of Tualatin Valley Fire and Rescue, a Rural Fire Protection District

***COMMISSIONER SALTZMAN MOVED AND
COMMISSIONER COLLIER SECONDED, APPROVAL
OF R-3. TUALATIN VALLEY FIRE MARSHAL JEFF
GRUNEWALD EXPLANATION. RESOLUTION 96-
207 UNANIMOUSLY APPROVED.***

DEPARTMENT OF SUPPORT SERVICES

- R-4 Intergovernmental Agreement 500317 with the State of Oregon Regarding Senate Bill 1145 Facilities Lease and Sublease Documents

***CHAIR STEIN ADVISED THAT FINANCE
DIRECTOR DAVE BOYER REQUESTED THAT R-4
BE POSTPONED INDEFINITELY. UPON MOTION
OF COMMISSIONER KELLEY, SECONDED BY
COMMISSIONER COLLIER, R-4 WAS
UNANIMOUSLY POSTPONED INDEFINITELY.***

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES

- R-5 Request for Approval of a NOTICE OF INTENT to Submit a Grant Application to Meyer Memorial Trust in the Amount of \$298,072 for a Two Year Period to Establish Hispanic Retention Programs at Roosevelt and Madison High Schools in Partnership with Portland Public Schools, Multnomah County and Private Non-Profit Organizations

***COMMISSIONER SALTZMAN MOVED AND
COMMISSIONER COLLIER SECONDED, APPROVAL***

***OF R-5. IRIS BELL EXPLANATION AND RESPONSE
TO COMMISSIONER SALTZMAN'S COMMENTS IN
SUPPORT. NOTICE OF INTENT UNANIMOUSLY
APPROVED.***

- R-6 Approval of Application for a Grant from Meyer Memorial Trust in the Amount of \$298,072 for a Two Year Period

***COMMISSIONER KELLEY MOVED AND
COMMISSIONER HANSEN SECONDED, APPROVAL
OF R-6. IRIS BELL EXPLANATION, COMMENTS IN
SUPPORT, AND RESPONSE TO A QUESTION OF
COMMISSIONER SALTZMAN REGARDING THE
ATTRIBUTES OF PARTICULAR SCHOOLS.
APPLICATION UNANIMOUSLY APPROVED.***

DEPARTMENT OF COMMUNITY CORRECTIONS

- R-2 Budget Modification DCC 5 Creating a Budget for the Centralized Casebank Unit, Transferring Existing Positions and Materials and Services

***UPON MOTION OF COMMISSIONER KELLEY,
SECONDED BY COMMISSIONER SALTZMAN, R-2
WAS UNANIMOUSLY POSTPONED
INDEFINITELY.***

There being no further business, the regular meeting was adjourned at 9:45 a.m.

Tuesday, November 26, 1996 - 10:00 AM
OR IMMEDIATELY FOLLOWING REGULAR MEETING
Multnomah County Courthouse, Room 602
1021 SW Fourth, Portland

EXECUTIVE SESSION

Chair Beverly Stein convened the meeting at 9:45 a.m., with Vice-Chair Dan Saltzman, Commissioners Sharron Kelley, Gary Hansen and Tanya Collier present.

- E-1 The Multnomah County Board of Commissioners Will Meet in Executive Session Pursuant to ORS 192.660(1)(h) for Legal Counsel Consultation

Concerning Current Litigation or Litigation Likely to be Filed. Presented by Sandra Duffy.

EXECUTIVE SESSION HELD.

There being no further business, the executive session was adjourned at 11:05 a.m.

Tuesday, November 26, 1996 - 1:30 PM
Justice Building, 15th Floor Chief's Conference Room
1111 SW Second, Portland

MULTNOMAH CITIES/COUNTY JOINT MEETING

Portland Mayor Vera Katz and County Chair Beverly Stein convened the meeting at 1:36 p.m., with Gresham Mayor Gussie McRobert, Troutdale Mayor Paul Thalsofer, Portland Commissioners Erik Sten, Jim Francesconi, Charlie Hales, a representative of Commissioner Mike Lindberg, Portland Auditor Barbara Clark County Vice-Chair Dan Saltzman, and County Commissioners Sharron Kelley, Gary Hansen and Tanya Collier present.

JM-1 Elected Officials for Multnomah County and the Cities of Fairview, Gresham, Portland, Troutdale and Wood Village.

PRESENTATIONS, DISCUSSION AND RESPONSE TO QUESTIONS WITH MAYOR KATZ, CHAIR STEIN, COMMISSIONER KELLEY, MARY, CAROL FORD, COMMISSIONER SALTZMAN, MAYOR MCROBERT, MAYOR THALHOFER, A REPRESENTATIVE OF COMMISSIONER LINDBERG, COMMISSIONER FRANCESCONI, COMMISSIONER HALES, COMMISSIONER COLLIER, COMMISSIONER HANSEN, BARBARA CLARK, COMMISSIONER STEN. FOUR C GROUP TO DEVELOP AGENDA FOR NEXT JOINT MEETING TO BE SCHEDULED FOR A WEDNESDAY OR THURSDAY EVENING MID JANUARY, 1997.

There being no further business, the meeting was adjourned at 3:15 p.m.

Wednesday, November 27, 1996 - 9:30 AM
Multnomah County Courthouse, Room 602
1021 SW Fourth, Portland

LAND USE PLANNING MEETING

Chair Beverly Stein convened the meeting at 9:32 a.m., with Vice-Chair Dan Saltzman, Commissioners Sharron Kelley, Gary Hansen and Tanya Collier present.

P-1 CU 6-96/SEC 18-96 DE NOVO HEARING on the Appeal of the Hearings Officer Decision Regarding a Conditional Use Permit and a SEC Permit for the Mining of Approximately 250 Acres Previously Approved Under CU 17-90, on Property Located at 14545 NW ST. HELENS ROAD.

CHAIR STEIN EXPLAINED QUASI-JUDICIAL PROCESS. AT CHAIR STEIN'S REQUEST FOR DISCLOSURE, NO EX PARTE CONTACTS WERE REPORTED. AT CHAIR STEIN'S REQUEST FOR CHALLENGES AND/OR OBJECTIONS, NONE WERE OFFERED.

In order to allow proponents and opponents to coordinate their time, Chair Stein recessed the meeting at 9:36 a.m. and reconvened the meeting at 9:40 a.m.

AT THE REQUEST OF ARNOLD ROCHLIN, THE BOARD GRANTED 25 MINUTES FOR TESTIMONY FROM EACH SIDE. PLANNER PHILLIP BOURQUIN PRESENTED STAFF REPORT AND RECOMMENDATIONS TO ELIMINATE, OVERTURN AND DELETE CERTAIN HEARINGS OFFICER CONDITIONS, AND RESPONDED TO BOARD QUESTIONS. HEARINGS OFFICER LIZ FANCHER PRESENTED CONDITIONS, FINDINGS OF FACT AND CRITERIA USED IN HER DETERMINATION, ADVISING THIS WAS HER FIRST HEARING FOR MULTNOMAH COUNTY AND THE BOARD WILL HAVE MORE DISCRETION THAN SHE HAD. MS. FANCHER ADDRESSED MINING, RECLAMATION, STREAM DRAINAGE, RIPARIAN AND ROAD ISSUES AND RESPONDED TO BOARD QUESTIONS. AT CHAIR STEIN'S REQUEST, COUNTY ATTORNEY SANDRA DUFFY EXPLAINED THE BOARD NEEDS

TO DECIDE WHETHER THE ANGELL BROTHERS MEDIATED CONSERVATION EASEMENT REGARDING SITE SPECIFIC PLANS IS THE ONLY DOCUMENT TO LOOK AT, OR WHETHER THEY SHOULD LOOK AT THE ZONING CODE AND HEARINGS OFFICER DECISION IN MAKING ITS DETERMINATION. APPLICANT'S ATTORNEY FRANK PARISI SUBMITTED ANGELL BROTHERS MATERIALS REGARDING HISTORY, MEDIATION, HOURS OF OPERATION, MINERAL AND AGGREGATE RESOURCE INVENTORY, RECLAMATION AND CONDITIONS, AND TESTIFIED IN SUPPORT OF THE MEDIATED CONSERVATION EASEMENT, ADVISING THE ZONING CODE IS NOT APPLICABLE IN THIS CASE. IN RESPONSE TO A QUESTION OF CHAIR STEIN, MR. PARISI ADVISED ANGELL BROTHERS HAS OPERATED FROM 6:00 A.M. UNTIL 10:00 P.M. SINCE 1980. LES BLAIZE TESTIFIED IN SUPPORT OF THE MINING OPERATIONS. CHRIS FOSTER, HANK MCCURDY, CHRIS WRENCH, SETH TANE, DONNA MATRAZZO, ARNOLD ROCHLIN, JANE HART OF METRO AND PAULA THIEDE SUBMITTED WRITTEN AND PRESENTED TESTIMONY IN OPPOSITION TO APPLICANT'S REQUEST AND IN SUPPORT OF HEARINGS OFFICER DECISION. HANK MCCURDY AND ARNOLD ROCHLIN RESPONSE TO BOARD QUESTIONS. MR. PARISI REBUTTAL TO TESTIMONY, INCLUDING THE EASEMENT ISSUE. IN RESPONSE TO CHAIR STEIN'S REQUEST FOR CONTINUANCE OR OBJECTION TO HEARING, NONE WERE OFFERED. HEARING CLOSED.

At 11:10 a.m., Commissioner Gary Hansen advised he had to leave for a meeting in Salem but he supports a decision of the Board that best meets the original agreement.

LIZ FANCHER AND SANDRA DUFFY RESPONSE TO BOARD QUESTIONS REGARDING CERTAIN CONDITIONS. COMMISSIONER KELLEY'S MOTION TO ADOPT PLANNING STAFF RECOMMENDATION TO ELIMINATE CONDITION

14, AND ADD A CONDITION TO KEEP NW MCNAMEE AND NEWBERRY ROADS CLOSED TO THROUGH TRUCKS AS DIRECTED BY THE COUNTY ENGINEER ON OCTOBER 17, 1996, FAILED FOR LACK OF A SECOND.

COMMISSIONER COLLIER MOVED, SECONDED BY COMMISSIONER SALTZMAN, TO ELIMINATE CONDITION 14 OF THE HEARINGS OFFICER DECISION. MOTION TO ELIMINATE HEARINGS OFFICER CONDITION 14 APPROVED, WITH COMMISSIONERS COLLIER, SALTZMAN AND STEIN VOTING AYE, AND COMMISSIONER KELLEY VOTING NO.

FOLLOWING BOARD DISCUSSION AND RESPONSE TO QUESTIONS REGARDING HOURS OF OPERATION, NOISE, PRODUCTION AND DEQ ENFORCEMENT WITH SANDRA DUFFY, FRANK PARISI, HANK MCCURDY, SKIP ANDERSON, PHILLIP BOURQUIN, DAVID KING, ARNOLD ROCHLIN, COMMISSIONER KELLEY'S MOTION TO UPHOLD CONDITION 7 OF THE HEARINGS OFFICER DECISION, FAILED FOR LACK OF A SECOND.

COMMISSIONER COLLIER MOVED, SECONDED BY COMMISSIONER COLLIER TO AMEND HEARINGS OFFICER CONDITION 7 LIMITING THE HOURS OF OPERATION FROM 6:00 AM TO 10:00 PM. FOLLOWING DISCUSSION WITH SANDRA DUFFY, COMMISSIONER COLLIER RESTATED THE INTENT OF HER MOTION IS TO PROVIDE THAT MCC.7325(C) APPLIES, EXCEPT IN THE HOURS OF OPERATION, WHICH SHALL BE FROM 6:00 AM TO 10 PM ON THE APPLICABLE DAYS. BOARD DISCUSSION WITH PHILLIP BOURQUIN AND FRANK PARISI REGARDING ANGELL BROTHERS WILLINGNESS TO PURCHASE EQUIPMENT TO MONITOR NOISE AND SUBMIT QUARTERLY LOGS TO LAND USE STAFF. COMMISSIONER COLLIER MOVED AND COMMISSIONER SALTZMAN SECONDED, AN AMENDMENT TO THEIR

PREVIOUS MOTION ADDING THAT ANGELL BROTHERS WILL MONITOR NOISE AND SUBMIT QUARTERLY LOGS TO THE LAND USE PLANNING STAFF. COMMISSIONER SALTZMAN COMMENTS IN SUPPORT OF MOTION. MOTION PROVIDING THAT MCC.7325(C) APPLIES, EXCEPT IN THE HOURS OF OPERATION, WHICH SHALL BE FROM 6:00 AM TO 10 PM ON THE APPLICABLE DAYS, AND PROVIDING THAT ANGELL BROTHERS WILL MONITOR NOISE AND SUBMIT QUARTERLY LOGS TO THE LAND USE PLANNING STAFF, APPROVED, WITH COMMISSIONERS COLLIER, SALTZMAN AND STEIN VOTING AYE, AND COMMISSIONER KELLEY VOTING NO.

FOLLOWING BOARD DISCUSSION WITH ARNOLD ROCHLIN, FRANK PARISI, SANDRA DUFFY AND HANK MCCURDY REGARDING WATERSHED, RECONCILIATION REPORT, ORDINANCE 832, AMENDED MINERAL EXTRACTION MAPS, AND STREAMS, RIPARIAN, WILDLIFE PROTECTION ISSUES, COMMISSIONER COLLIER MOVED, SECONDED BY COMMISSIONER SALTZMAN, TO ADOPT THE PLANNING STAFF RECOMMENDATION TO OVERTURN AND DELETE CONDITION 12 OF THE HEARINGS OFFICER DECISION. IN RESPONSE TO SETH TANE'S STREAM DRAINAGE CONCERNS, COMMISSIONER SALTZMAN COMMENTED IN SUPPORT OF THE MEDIATED AGREEMENT. MOTION TO OVERTURN AND DELETE HEARINGS OFFICER CONDITION 12 UNANIMOUSLY APPROVED.

REGARDING PHASING AND RECLAMATION ISSUES, COMMISSIONER COLLIER MOVED, SECONDED BY COMMISSIONER SALTZMAN, TO OVERTURN AND DELETE CONDITION 15 OF THE HEARINGS OFFICER DECISION. PHILLIP BOURQUIN EXPLANATION AND RESPONSE TO QUESTION OF COMMISSIONER COLLIER REGARDING STAFF RECOMMENDATION THAT THE BOARD PLACE CONDITIONS REQUIRING RECLAMATION OF ANY PORTION OF THE SITE

THAT IS MINED AND NOT UTILIZED FOR ROADS, ETC. TO BE RECLAMATED WITHIN THREE YEARS. AT THE REQUEST OF COMMISSIONER KELLEY, E. FRANK SCHNITZER OF THE OREGON DEPARTMENT OF GEOLOGY AND MINERAL INDUSTRIES, TESTIFIED IN SUPPORT OF ANGELL BROTHERS MINING OPERATIONS AND RECLAMATION PLAN, AND RESPONDED TO BOARD QUESTIONS REGARDING TIMING OF RECLAMATION PHASES AND FOREST VEGETATION. COMMISSIONER KELLEY MOVED, SECONDED BY COMMISSIONER SALTZMAN, PLACE CONDITIONS REQUIRING RECLAMATION OF ANY PORTION OF THE SITE THAT IS MINED AND NOT UTILIZED FOR ROADS, ETC. TO BE RECLAMATED WITHIN THREE YEARS. FOLLOWING BOARD DISCUSSION WITH ARNOLD ROCHLIN, FRANK SCHNITZER AND PHILLIP BOURQUIN REGARDING DOGAMI TESTING, PERMIT CONDITIONS AND STAFF CONCERNS, COMMISSIONERS COLLIER, KELLEY AND SALTZMAN WITHDREW THEIR PREVIOUS MOTIONS AND SECONDS. COMMISSIONER COLLIER MOVED, SECONDED BY COMMISSIONER SALTZMAN, TO OVERTURN AND DELETE CONDITION 15 OF THE HEARINGS OFFICER DECISION AND SIMPLY PLACE CONDITIONS REQUIRING RECLAMATION OF ANY PORTION OF THE SITE THAT IS MINED AND NOT UTILIZED FOR ROADS, ETC. TO BE RECLAMATED WITHIN THREE YEARS, AND REQUIRING DOGAMI INSPECTIONS AND PERMITS. MOTION UNANIMOUSLY APPROVED.

FOLLOWING DISCUSSION OF NOISE AND GROUNDWATER ISSUES WITH SANDRA DUFFY, COMMISSIONER COLLIER MOVED, SECONDED BY COMMISSIONER KELLEY, TO UPHOLD THE HEARINGS OFFICER FINDINGS AND CONDITIONS, INCLUDING 11 AND 17, WITH TODAY'S BOARD AMENDMENTS. CHAIR STEIN THANKED EVERYONE FOR THEIR PARTICIPATION. MOTION TO UPHOLD THE

**HEARINGS OFFICER FINDINGS AND
CONDITIONS, INCLUDING 11 AND 17, WITH
TODAY'S BOARD AMENDMENTS, UNANIMOUSLY
APPROVED. [FINAL ORDER 97-15 ADOPTED
FEBRUARY 13, 1997 AFFIRMING AND MODIFYING
THE OCTOBER 17, 1996 HEARINGS OFFICER
DECISION IN LAND USE PLANNING CASE CU 6-96
SEC 18-96]**

There being no further business, the meeting was adjourned at 12:36 p.m.

BOARD CLERK FOR MULTNOMAH COUNTY, OREGON

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

NOVEMBER 25, 1996 - NOVEMBER 29, 1996

Tuesday, November 26, 1996 - 9:30 AM - Regular MeetingPage 2

Tuesday, November 26, 1996 -10:00 AM - Executive Session.....Page 4

Tuesday, November 26, 1996 - 1:30 PM - Joint Meeting.....Page 4

Wednesday, November 27, 1996 - 9:30 AM - De Novo HearingPage 5

Thursday, November 28, 1996 - HOLIDAY - OFFICES CLOSED

*Thursday Meetings of the Multnomah County Board of Commissioners
are *cable-cast* live and taped and can be seen by Cable subscribers in Multnomah
County at the following times:*

Thursday, 9:30 AM, (LIVE) Channel 30

Friday, 10:00 PM, Channel 30

Sunday, 1:00 PM, Channel 30

Produced through Multnomah Community Television

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, November 26, 1996 - 9:30 AM
Multnomah County Courthouse, Room 602
1021 SW Fourth, Portland*

REGULAR MEETING

CONSENT CALENDAR

NON-DEPARTMENTAL

- C-1 Appointment of Ramsey Weit as City of Portland Representative to the AFFORDABLE HOUSING REVIEW COMMITTEE*
- C-2 Appointments of Christa Meyer and Terri Thorson to the DUII COMMUNITY ADVISORY BOARD*
- C-3 Appointment of Marie Sowers to the PORTLAND MULTNOMAH COMMISSION ON AGING*
- C-4 Appointment of Stephanie Parish-Taylor to the PRIVATE INDUSTRY COUNCIL*

DEPARTMENT OF HEALTH

- C-5 Intergovernmental Agreement 200847 with Oregon Health Sciences University, Providing Obstetrical and Gynecological Consultation to Health Department Clinics*

DEPARTMENT OF AGING SERVICES

- C-6 Intergovernmental Revenue Agreement 400097 with the City of Gresham, Providing Coordination of Services and Programs for Gresham Area Seniors*
- C-7 Amendment 1 to Intergovernmental Agreement 400016 with Oregon Senior and Disabled Services, Providing Administrative, Long Term Care, and Contracted Community Services Funds for the Period July 1, 1995 through June 30, 1997*

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES

- C-8 Intergovernmental Revenue Agreement 103117 with the State Office for Services to Children and Families, Funding Capitated Mental Health*

*Services for Children Not Eligible for the Multnomah CAPCare Program
Services*

DEPARTMENT OF ENVIRONMENTAL SERVICES

- C-9 *Intergovernmental Agreement 300757 with the City of Portland, Providing Design and Construction of 13 Off-Bridge Willamette River Bridges Accessibility Improvements*
- C-10 *ORDER Authorizing Execution of Deed D971381 Upon Complete Performance of a Contract to William D. Barnes*
- C-11 *ORDER Authorizing Execution of Deed D971382 Upon Complete Performance of a Contract to Michael Trojan*
- C-12 *ORDER Authorizing Execution of Deed D971383 Upon Complete Performance of a Contract to Margaret Lewis*
- C-13 *ORDER Authorizing Execution of Deed D971384 Upon Complete Performance of a Contract to Jeffrey Paul Fish*

SHERIFF'S OFFICE

- C-14 *Intergovernmental Agreement 800847 with the Oregon Department of Transportation, Involving a Multi-Agency Effort to Enhance DUII Enforcement in Multnomah County*

REGULAR AGENDA

PUBLIC COMMENT

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

DEPARTMENT OF COMMUNITY CORRECTIONS

- R-2 *Budget Modification DCC 5 Creating a Budget for the Centralized Casebank Unit, Transferring Existing Positions and Materials and Services*

NON-DEPARTMENTAL

- R-3 *RESOLUTION Approving the Fire Code Ordinance of Tualatin Valley Fire and Rescue, a Rural Fire Protection District*

DEPARTMENT OF SUPPORT SERVICES

- R-4 *Intergovernmental Agreement 500317 with the State of Oregon
Regarding Senate Bill 1145 Facilities Lease and Sublease Documents*

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES

- R-5 *Request for Approval of a NOTICE OF INTENT to Submit a Grant
Application to Meyer Memorial Trust in the Amount of \$298,072 for a
Two Year Period to Establish Hispanic Retention Programs at Roosevelt
and Madison High Schools in Partnership with Portland Public Schools,
Multnomah County and Private Non-Profit Organizations*
- R-6 *Approval of Application for a Grant from Meyer Memorial Trust in the
Amount of \$298,072 for a Two Year Period*
-

Tuesday, November 26, 1996 - 10:00 AM
OR IMMEDIATELY FOLLOWING REGULAR MEETING
*Multnomah County Courthouse, Room 602
1021 SW Fourth, Portland*

EXECUTIVE SESSION

- E-1 *The Multnomah County Board of Commissioners Will Meet in Executive
Session Pursuant to ORS 192.660(1)(h) for Legal Counsel Consultation
Concerning Current Litigation or Litigation Likely to be Filed.
Presented by Sandra Duffy. 30 MINUTES REQUESTED.*
-

Tuesday, November 26, 1996 - 1:30 PM
Justice Building, 15th Floor Chief's Conference Room
1111 SW Second, Portland

MULTNOMAH CITIES/COUNTY JOINT MEETING

- JM-1 *Elected Officials for Multnomah County and the Cities of Fairview,
Gresham, Portland, Troutdale and Wood Village. 90 MINUTES
REQUESTED.*

*Wednesday, November 27, 1996 - 9:30 AM
Multnomah County Courthouse, Room 602
1021 SW Fourth, Portland*

LAND USE PLANNING MEETING

*P-1 CU 6-96/SEC 18/96 DE NOVO HEARING on the Appeal of the
Hearings Officer Decision Regarding a Conditional Use Permit and a
SEC Permit for the Mining of Approximately 250 Acres Previously
Approved Under CU 17-90, on Property Located at 14545 NW ST.
HELENS ROAD. 90 MINUTES REQUESTED.*

MEETING DATE: NOV 26 1996

AGENDA #: C-1
ESTIMATED START TIME: 9:30

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Appointment to Affordable Housing Review Committee

BOARD BRIEFING:

DATE REQUESTED:

REQUESTED BY:

AMOUNT OF TIME NEEDED:

REGULAR MEETING:

DATE REQUESTED: 11/26/96

AMOUNT OF TIME NEEDED: Consent Calendar

DEPARTMENT: Nondepartmental

DIVISION: Chair's Office

CONTACT: Delma Farrell

TELEPHONE #: 248-3953

BLDG/ROOM #: 106/1515

PERSON(S) MAKING PRESENTATION:

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Appointment of Ramsey Weit as City of Portland Representative to Affordable Housing Review Committee

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Beverly Stein

(OR)

DEPARTMENT

MANAGER: _____

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
96 NOV 12 AM 11:51

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

MEETING DATE: November 26, 1996

AGENDA #: C-2

ESTIMATED START TIME: 9:30 AM

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Appointments to the DUII Community Advisory Board

BOARD BRIEFING:

DATE REQUESTED: _____

REQUESTED BY: _____

AMOUNT OF TIME NEEDED: _____

REGULAR MEETING:

DATE REQUESTED: Tuesday, November 26, 1996

AMOUNT OF TIME NEEDED: Consent Calendar

DEPARTMENT: Non-Departmental

DIVISION: Chair Beverly Stein

CONTACT: Delma Farrell

TELEPHONE #: 248-3953

BLDG/ROOM #: 106/1515

PERSON(S) MAKING PRESENTATION: _____

Chair Beverly Stein

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

*Appointments of Christa Meyer and Terri Thorson to the DUII
COMMUNITY ADVISORY BOARD, for Terms Ending 11/30/98*

SIGNATURES REQUIRED:

ELECTED

OFFICIAL: Beverly Stein

(OR)

DEPARTMENT

MANAGER: _____

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
96 NOV 19 PM 4:29

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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



MULTNOMAH COUNTY OREGON

BOARDS AND COMMISSIONS

INTEREST FORM FOR BOARDS AND COMMISSIONS

In order for the County Executive to more thoroughly assess the qualifications of persons interested in serving on a Multnomah County board or commission, you are requested to fill out this interest form as completely as possible. You are encouraged to attach or enclose supplemental information or a resume which further details your involvement in volunteer activities, public affairs, civic services, published writing, affiliations, etc.

- A. Please list, in order of priority, any Multnomah County boards/commissions on which you would be interested in serving. (See attached list)

Dull Public Information Committee

- B. Name Christa Meyer

Address 1924 SE Reedway

City Portland State OR Zip 97202

Do you live in _____ unincorporated Multnomah County or ☒ a city within Multnomah County.

Home Phone 231-1029

- C. Current Employer Western Insurance Information Service

Address 11855 SW Ridgecrest Dr. Ste. 107

City Beaverton State OR Zip 97008

Your Job Title Speakers' Bureau Coordinator/Communications Assistant

Work Phone 643-6355

(Ext) _____

Is your place of employment located in Multnomah County? Yes _____ No ☒

- D. Previous Employers

Dates

Job Title

U.S. Peace Corps

1994-1996

Development Agent

Midwifery Today Magazine

1992-1993

Director of Marketing

CONTACT:

~~XXXXXXXXXX~~ MULTNOMAH COUNTY CHAIR
1021 SW 4TH, ROOM 134
PORTLAND, OREGON 97204
(503) 248-3308

E. Please list all current and past volunteer/civic activities.

Name of Organization	Dates	Responsibilities
Peace Corps	1994-1996	teaching nutrition/health
Grass Roots Garden	1993	gardening
Master Gardener	1993	and consumer services
Mt. Pisgah Arboretum	1993	nature walk guide for children

F. Please list all post-secondary school education.

Name of School	Dates	Degree/Course of Study

G. Please list the name, address and telephone numbers of two people who may be contacted as references who know about your interests and qualifications to serve on a Multnomah County board/commission.

Marianne Hoffman, 11855 SW Ridgecrest Dr. Beaverton, OR 97008. 643-6355

H. Please list potential conflicts of interest between private life and public service which might result from service on a board/commission.

I. Affirmative Action Information

F / white
sex / racial ethnic background

birth date: Month 12 Day 16 Year 1969

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

Signature Christa Meyer Date 9/26/96



MULTNOMAH COUNTY OREGON

INTEREST FORM FOR BOARDS AND COMMISSIONS

In order for the County Executive to more thoroughly assess the qualifications of persons interested in serving on a Multnomah County board or commission, you are requested to fill out this interest form as completely as possible. You are encouraged to attach or enclose supplemental information or a resume which further details your involvement in volunteer activities, public affairs, civic services, published writing, affiliations, etc.

- A. Please list, in order of priority, any Multnomah County boards/commissions on which you would be interested in serving. (See attached list)

DUII Community Advisory Board

- B. Name Terri Thorson

Address 2532 SE 27th

City Portland State Or. Zip 97202

Do you live in _____ unincorporated Multnomah County or ☒ a city within Multnomah County.

Home Phone (503) 233-3966

- C. Current Employer Multnomah County Community Corrections

Address 727 NE 24th

City Portland State Oregon Zip 97232

Your Job Title Probation & Parole Officer

Work Phone (503) 248-3680 (Ext) 230

Is your place of employment located in Multnomah County? Yes ☒ No _____

- D. Previous Employers _____ Dates _____ Job Title _____

NA On this job since 1971.

Also do some work for Main Resources which handles consumer retail market research investigations.

CONTACT: 

G 

E. Please list all current and past volunteer/civic activities.

Name of Organization	Dates	Responsibilities
Victim Panel	last four years	registrar
Regional Ab. Board	in the '70s	
(all the usual: Boy Scouts, Church, PTA, Community Action, etc.)		

F. Please list all post-secondary school education.

Name of School	Dates	Degree/Course of Study
Cal State at Long Beach	1970	BA Social Welfare
Fordham University	1990	MA Probation & Parole

G. Please list the name, address and telephone numbers of two people who may be contacted as references who know about your interests and qualifications to serve on a Multnomah County board/commission.

Wayne Salvo (Prog Admin.) 727 NE 24TH 248-3680 X 225
Dorothy Baker (Judge) 1021 SW 4TH 248-3062

H. Please list potential conflicts of interest between private life and public service which might result from service on a board/commission.

None

I. Affirmative Action Information

F W
sex / racial ethnic background

birth date: Month 9 Day 8 Year 37

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

Signature Terri Thorson Date 11-8-96

MEETING DATE: NOV 26 1996

AGENDA #: C-3

ESTIMATED START TIME: 9:30

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Appointment to Citizen Advisory Boards & Commissions

BOARD BRIEFING:

DATE REQUESTED:

REQUESTED BY:

AMOUNT OF TIME NEEDED:

REGULAR MEETING:

DATE REQUESTED: 11/26/96

AMOUNT OF TIME NEEDED: Consent Calendar

DEPARTMENT: Nondepartmental

DIVISION: Chair's Office

CONTACT: Delma Farrell

TELEPHONE #: 248-3953

BLDG/ROOM #: 106/1515

PERSON(S) MAKING PRESENTATION:

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Appointment of Marie Sowers as a Mid-County representative to the Portland/Multnomah Commission on Aging for a term ending November 30, 1999.

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Beverly Stein

(OR)

DEPARTMENT

MANAGER: _____

BOARD OF
COUNTY COMMISSIONERS
96 NOV 19 AM 10:47
MULTNOMAH COUNTY
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

EF Evaluator 7/31/96

EFB Evaluator 96/97
PMCoA 96/97

Please mail or fax to:

Portland/Multnomah Commission on Aging (PMCoA)
 1120 SW Fifth, 5th Floor
 Portland, OR 97204-1978
 Office (503) 823-5269 — Fax (503) 823-5826

JUN 13 1996

Portland
 Multnomah
 Commission
 On
 Aging

PMCoA Application

NAME MARIE E. SOWERS
 ADDRESS 9827 S.E. DIVISION ST.
 CITY PORTLAND STATE OR ZIP 97266

PHONE (day) 762-2470
 PHONE (eve) same
 COUNTY MULTNOMAH

Check any that apply.

☒ RETIRED FROM (type of work) NURSING () HOMEMAKER () STUDENT

☒ EMPLOYED working VARIES hours per week () UNEMPLOYED

I MANAGE THE APARTMENTS I LIVE IN AND WORK PART TIME EVENINGS + WEEKENDS AS A DISPATCHER FOR A PLUMBING COMPANY.

EDUCATION

Please indicate highest level completed.

☒ HIGH SCHOOL () SOME COLLEGE () COLLEGE GRADUATE () OTHER _____

EMPLOYMENT

List most recent employment first.

EMPLOYER	POSITION	FROM	TO
(1) <u>METRO ROOTER + PLUMBING</u>	<u>DISPATCHER</u>	<u>1994</u>	<u>PRESENT</u>
(2) <u>APARTMENT MANAGER</u>		<u>1988</u>	<u>PRESENT</u>
(3) <u>LICENSED PRACTICAL NURSE</u>		<u>1965</u>	<u>1993</u>

VOLUNTEER and CIVIC ACTIVITIES

ORGANIZATION	RESPONSIBLE FOR	FROM	TO
(1) <u>RSUP</u>	<u>KNIT HATS FOR PROJECT COVERUP</u>	<u>1993</u>	<u>1995</u>
(2) _____			
(3) _____			

To help us find the right position for you please answer the following questions.

1. What are your specific areas of interest or expertise?

AM INTERESTED IN MAKING THINGS MORE ACCESSABLE FOR THE ELDERLY & HANDICAPPED.

2. PMCoA has many ways to be involved. Please check the areas that interest you the most. (You may check more than one)

- | | |
|--|---|
| <input type="checkbox"/> Committee | <input type="checkbox"/> Advocacy |
| <input type="checkbox"/> Board of the Commission | <input type="checkbox"/> Special events |
| <input type="checkbox"/> Office support | <input type="checkbox"/> Phone calling |

3. Are you particularly interested in any of the following?

- ☐ Adult Foster Care (AFCH)
- ☐ Housing advocacy (Housing)
- ☐ Fundraising or marketing (Foundation)
- ☒ Giving advice to government (AAA)
- ☒ Evaluating businesses on their *elder friendliness* (EFE)
- ☐ Providing Ombudsmen services for seniors in subsidized housing (SAFE)
- ☒ Seniors learning to use computers (Senior Net) I HAVE BEEN LOOKING
- ☒ Other FOR A MORNING COMPUTER CLASS FOR THE ELDERLY. THE ONES I HAVE FOUND ARE MUCH MORE THAN MY FINANCES WILL ALLOW ME TO SPEND.

4. Do you have a friend, co-worker, neighbor or relative that might be interested in receiving information about PMCoA volunteer opportunities. Please list and an information packet will be mailed to them with your name mentioned.

Name
Address
City, State, Zip

Name
Address
City, State, Zip

↓ 8/2/96
Note: more
spoke w/ Betty
Cook at sell.

Please sign and date. Thank you for your interest in the Commission!

Maria E. Louwers Date June 11, 1996

The following is optional and voluntary --- used for research purposes only. Please check.

Ethnic group: CAUCASIAN

Gender: () male (X) female
Age: () under 60 (X) over 60
Disabled: (X) yes () no

NOV 26 1996

MEETING DATE: _____

AGENDA #: C-4

ESTIMATED START TIME: 9:30

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Appointment to The Private Industry Council

BOARD BRIEFING:

DATE REQUESTED:

REQUESTED BY:

AMOUNT OF TIME NEEDED:

REGULAR MEETING:

DATE REQUESTED: 11/26/96

AMOUNT OF TIME NEEDED: Consent Calendar

DEPARTMENT: Nondepartmental

DIVISION: Chair's Office

CONTACT: Delma Farrell

TELEPHONE #: 248-3953

BLDG/ROOM #: 106/1515

PERSON(S) MAKING PRESENTATION:

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Appointment of Stephanie Parish-Taylor to the Private Industry Council, Vocational Rehabilitation Representative Position, for a term ending June 30, 1999.

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Beverly Stein

(OR)

DEPARTMENT

MANAGER: _____

BOARD OF
COUNTY COMMISSIONERS
96 NOV 19 AM 10:47
MULTNOMAH COUNTY
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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



The Private Industry Council

Serving Multnomah and Washington Counties and the City of Portland

November 15, 1996

Ms. Beverly Stein
Multnomah County Chair
1120 SW Fifth Avenue, #1515
Portland, OR 97204

Dear Chair Stein:

I want to thank you for the support you and your office provide to the employment and training efforts of The Private Industry Council (TPIC). We also appreciate your continued efforts on behalf of TPIC's service collaboration among the City of Portland, Multnomah County and Washington County. As a part of that effort, we are again requesting your concurrence in an appointment to our board of directors to fill the Vocational Rehabilitation Agency position vacated by Sheila Hitchen.

We request the appointment for a term to expire June 30, 1999 for:

VOCATIONAL REHABILITATION AGENCY:

Stephanie Parish-Taylor Vocational Rehabilitation Division Columbia District

We will be following up with your office in the next few days to assist, if necessary, with details of these recommendations for appointment. We are also working with the other jurisdictions to coordinate for the public sectors appointments.

Again, thank you for your continued attention and support. Please call Dennis Cole or me if you have any questions or concerns.

Sincerely yours,


Barbara Swett
Chair

Enclosure: * Letter of Recommendation for Ms. Stephanie Parish-Taylor

c: Rosie Williams, PDC
g:\correspo.kplsteinbd.doc

RECEIVED
SEP 18 1996
TPIC

**VOCATIONAL REHABILITATION DIVISION
COLUMBIA DISTRICT**

John Biamont, District Manager
500 Summer St. NE
Salem, Oregon 97310-1018
(503) 945-8986 fax: (503) 945-8992



Dennis Cole
Private Industry Council
720 SW Washington
Portland, Oregon 97205-3504

SEPTEMBER 16, 1996

Dear Dennis,

I would like to propose that Ms. Stephanie Parish-Taylor be appointed to serve on the PIC board. As you may know, she has replaced Sheila Hitchen who was in a job rotation position as branch manager for VRD. Sheila is not available to continue to serve in that capacity, but I am certain that you will find Stephanie as a most capable and eager representative from VRD.

If you need further information from me, please feel free to contact me. My address and phone number are at the top of the page.

Sincerely

A handwritten signature in cursive script that reads "John R. Biamont". The signature is written in dark ink and is positioned below the word "Sincerely".

John R. Biamont, District Manager
Vocational Rehabilitation Division

MEETING DATE: NOV 26 1996

AGENDA NO.: C-5

ESTIMATED START TIME: 9:30

(Above space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Intergovernmental Agreement with Oregon Health Sciences University

BOARD BRIEFING Date Requested: _____

Requested By: _____

Amount of Time Needed: _____

REGULAR MEETING Date Requested: _____

Amount of Time Needed: 5 minutes or less

DEPARTMENT: Health

DIVISION: _____

CONTACT: Patsy Kullberg*

TELEPHONE #: x6308

BLDG/ROOM #: 160/8

PERSON(S) MAKING PRESENTATION: Tom Fronk

ACTION REQUESTED:

[] INFORMATIONAL ONLY [] POLICY DIRECTION [X] APPROVAL [] OTHER

SUGGESTED AGENDA TITLE:

Ratification of Intergovernmental Agreement 200847 with Oregon Health Sciences University for the provision of obstetrical and gynecological consultation to Health Department clinics.

12/2/96 ORIGINALS TO KAREN GARBER

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

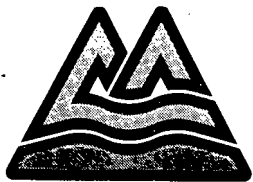
Or

DEPARTMENT MANAGER: Billi Odgaard

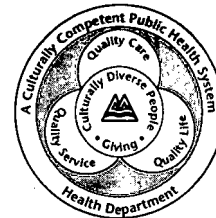
BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
96 NOV 13 PM 1:32

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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



MULTNOMAH COUNTY OREGON



HEALTH DEPARTMENT
426 S.W. STARK STREET, 8TH FLOOR
PORTLAND, OREGON 97204-2394
(503) 248-3674
FAX (503) 248-3676
TDD (503) 248-3816

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

Date: October 15, 1996
To: Board of County Commissioners
From: Bill Odegaard, Director, Health Department
Subject: Contract #200847 with Oregon Health Sciences University for OB/GYN consultation

- I. Recommendation/Action Requested: The Health Department recommends Board ratification of Contract #200847 with Oregon Health Sciences University for the period November 1, 1996, through October 31, 1999.
- II. Background/Analysis: This agreement has been renewed annually since 1991. OHSU will continue to provide obstetrical and gynecological consultation to County clinics both on site and by telephone. This year the consultant will also provide eight hours per week of primary care services. To reduce administrative processing, this agreement is being renewed for a three-year term. In the event that circumstances change and the agreement is no longer workable, either party may terminate the agreement upon 60 days' notice.

Due to delays by OHSU in approving the new agreement, it will be retroactive to November 1, 1996. OHSU will continue to provide services in good faith while this agreement is being executed.
- III. Financial Impact: The County will reimburse OHSU \$64,635 annually. This compensation rate is guaranteed through October 31, 1997. With prior written notice to the County, OHSU may adjust its rates for each year thereafter. Annual fee increases may not exceed the most recently published Portland-area medical CPI.
- IV. Legal Issues: None
- V. Controversial Issues: None
- VI. Link to Current County Policies: Continuing to provide quality health care to County residents.
- VII. Citizen Participation: None
- VIII. Other Government Participation: None

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Renewal ☒ [X]

Contract # 200847

Previously Approved Contract Boilerplate: ☒ [X] 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><input type="checkbox"/> [] Expenditure</p> <p><input type="checkbox"/> [] Revenue</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"/> [X] Intergovernmental Agreement over \$25,000</p> <p><input checked="" type="checkbox"/> [X] Expenditure</p> <p style="text-align: center;">APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>C-5</u> DATE <u>11/26/96</u></p> <p style="text-align: center;">DEB BOGSTAD</p>
---	--	---

BOARD CLERK

Department: Health Division: _____ Date: 10/15/96

Contract Originator: Patsy Kullberg Phone: x6308 Bldg/Room: 160/8

Administrative Contact: Karen Garber Phone: x6207 Bldg/Room: 160/7

Description of Contract:
OB/GYN consultation.

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

ORS/AR # _____ Contractor is ☐ [] MBE ☐ [] WBE ☐ [] QRF ☒ [X] N/A ☐ [] None

Original Contract No. 103112* (FOR RENEWALS ONLY) *Then 201153, 200944, 200875, 201066 and now 200847.

<p>Contractor: <u>Oregon Health Sciences University</u></p> <p>Address: <u>Dept of Obstetrics & Gynecology</u></p> <p style="text-align: center;"><u>3181 SW Sam Jackson Park Rd, L466</u></p> <p style="text-align: center;"><u>Portland, OR 97201</u></p> <p>Phone: _____</p> <p>Employer ID# or SS#: <u>93-1176109</u></p> <p>Effective Date: <u>November 1, 1996</u></p> <p>Termination Date: <u>October 31, 1999</u></p> <p>Original Contract Amount: <u>\$ 64,635 annually</u></p> <p>Total Amt of Previous Amendments: <u>\$</u></p> <p>Amount of Amendment: <u>\$</u></p> <p>Total Amount of Agreement: <u>\$</u></p>	<p>Dave Bunnell, Contracts Officer</p> <p>Lynn Perry, OB/GYN</p> <p>Remittance Address (if different) <u>Lynn Perry, Dept of</u></p> <p style="text-align: center;"><u>OB/GYN, Acct #70-050-1640-3101, 3181 SW Sam Jackson</u></p> <p style="text-align: center;"><u>Park Road, Portland, OR 97201</u></p> <table style="width: 100%;"> <tr> <td style="width: 50%;">Payment Schedule</td> <td style="width: 50%;">Terms</td> </tr> <tr> <td><input type="checkbox"/> [] Lump Sum \$ _____</td> <td><input type="checkbox"/> [] Due on Receipt</td> </tr> <tr> <td><input checked="" type="checkbox"/> [X] Monthly \$ <u>5,386.25</u></td> <td><input type="checkbox"/> [] Net 30</td> </tr> <tr> <td><input type="checkbox"/> [] Other \$ _____</td> <td><input type="checkbox"/> [] Other</td> </tr> <tr> <td colspan="2"><input type="checkbox"/> [] Requirements contract - Requisition Required</td> </tr> <tr> <td colspan="2">Purchase Order No. _____</td> </tr> <tr> <td colspan="2"><input type="checkbox"/> [] Requirements Not to Exceed \$ _____</td> </tr> <tr> <td colspan="2">Encumber: Yes <input type="checkbox"/> [] No <input type="checkbox"/> []</td> </tr> </table>	Payment Schedule	Terms	<input type="checkbox"/> [] Lump Sum \$ _____	<input type="checkbox"/> [] Due on Receipt	<input checked="" type="checkbox"/> [X] Monthly \$ <u>5,386.25</u>	<input type="checkbox"/> [] Net 30	<input type="checkbox"/> [] Other \$ _____	<input type="checkbox"/> [] Other	<input type="checkbox"/> [] Requirements contract - Requisition Required		Purchase Order No. _____		<input type="checkbox"/> [] Requirements Not to Exceed \$ _____		Encumber: Yes <input type="checkbox"/> [] No <input type="checkbox"/> []	
Payment Schedule	Terms																
<input type="checkbox"/> [] Lump Sum \$ _____	<input type="checkbox"/> [] Due on Receipt																
<input checked="" type="checkbox"/> [X] Monthly \$ <u>5,386.25</u>	<input type="checkbox"/> [] Net 30																
<input type="checkbox"/> [] Other \$ _____	<input type="checkbox"/> [] Other																
<input type="checkbox"/> [] Requirements contract - Requisition Required																	
Purchase Order No. _____																	
<input type="checkbox"/> [] Requirements Not to Exceed \$ _____																	
Encumber: Yes <input type="checkbox"/> [] No <input type="checkbox"/> []																	

REQUIRED SIGNATURES:

Department Manager: Brian Odegard Date: 11/7/96

Purchasing Director: _____ Date: _____

County Counsel: Kathy Gantz Date: 11/13/96

County Chair/Sheriff: Melvin Stein Date: November 26, 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 DESCRIPTION	AMOUNT	INC DEC
01	156	015	0705			6110		0300	OB/GYN Consult		
02											
03											

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

DISTRIBUTION: Contract Administration, Finance, HD Contracts Unit, HD Payables/Receivables, HD Program Manager

**INTERGOVERNMENTAL AGREEMENT FOR
OBSTETRICAL-GYNECOLOGICAL CONSULTATION**

THIS INTERGOVERNMENTAL AGREEMENT is between MULTNOMAH COUNTY, acting by and through its Health Department, hereafter "COUNTY", and OREGON HEALTH SCIENCES UNIVERSITY, a public corporation, hereafter "OHSU".

WITNESSETH:

WHEREAS, COUNTY's Health Department requires services which OHSU is capable of providing, under terms and conditions hereinafter described; and

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

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

1. TERM

This Agreement shall become effective when fully executed retroactive to November 1, 1996, and shall expire October 31, 1999, unless sooner terminated under the provisions hereof. The compensation terms set out in Paragraph 3 below are guaranteed through October 31, 1997. HOSPITAL shall retain the right, with prior written notice to COUNTY, to adjust its fees for each year thereafter. Annual fee increases shall not exceed the most recently published Portland-area medical CPI.

2. SERVICES

OHSU shall provide obstetrical and gynecological (OB/GYN) consultation to COUNTY subject to the following conditions:

- A. The consultant will be Lisa Sprague, M.D.
- B. Except during those times when she is on authorized leave from OHSU, the consultant will provide COUNTY eight (8) hours per week of on-site OB/GYN consultation. (These hours are in addition to the four hours per week of obstetric consultation OHSU provides COUNTY through the state Perinatal Project.)
- C. To accommodate the professional goals and interests of the consultant, and to enhance COUNTY's primary care services, the consultant will also provide eight (8) hours per week of adult primary care at COUNTY's Northeast Health Center as appropriate to her training and background in internal medicine.
- D. COUNTY, OHSU, and the consultant will determine by mutual agreement which days and hours, and at which sites, the consultant will be assigned to COUNTY.

- E. The consultant will be available for OB/GYN consultation by phone from 8:00 a.m. to 5:00 p.m. Monday through Friday.
- F. While working for COUNTY, the consultant will work under the direction of COUNTY's Medical Director.
- G. If Dr. Sprague becomes unable to work as assigned for more than 30 consecutive days:
 - 1) COUNTY and OHSU will mutually agree on a substitute OB/GYN consultant for the period of time Dr. Sprague is unable to work; or
 - 2) This Agreement will be amended or terminated subject to conditions outlined in Paragraphs 9 and 11 of the attached Standard Conditions.

3. COMPENSATION

- A. COUNTY agrees to pay OHSU a maximum of \$64,635 for the performance of those services provided hereunder, which payment shall be based upon the following applicable terms:
 - 1) COUNTY will reimburse OHSU \$5,386.25 per month upon receipt of a billing invoice.
 - 2) Invoices shall be sent to:
Patsy Kullberg, Medical Director
Multnomah County Health Department
426 SW Stark Street, 8th Floor
Portland, OR 97204
- B. COUNTY certifies that sufficient funds are available and authorized to finance the costs of this Agreement through the fiscal year ending June 30, 1997. In the event that funds cease to be available to COUNTY in the amounts anticipated during the remainder of the fiscal year, or in the event that sufficient funds are not approved and authorized in the next fiscal year, either COUNTY or OHSU may terminate the Agreement or the parties by mutual agreement may reduce Agreement funding accordingly. COUNTY will notify OHSU as soon as it receives notification from funding source. Reduction or termination will not affect payment for accountable expenses prior to the effective date of such action.
- C. All final billings affecting Agreement payments must be received within forty-five (45) days after the end of the Agreement period. Agreement payments not triggered or billed within this specified time period will be the sole responsibility of OHSU.

INTERGOVERNMENTAL AGREEMENT STANDARD CONDITIONS

1. **INDEPENDENT CONTRACTOR STATUS**

OHSU is an independent contractor and is solely responsible for the conduct of its programs. OHSU, its employees and agents shall not be deemed employees or agents of COUNTY.

2. **INDEMNIFICATION**

A. OHSU shall defend, hold and save harmless COUNTY, its officers, agents, and employees from damages arising out of the tortious acts of OHSU, or its officers, agents, and employees acting within the scope of their employment and duties in performance of this Agreement subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and any applicable provisions of the Oregon Constitution.

B. COUNTY shall defend, hold and save harmless OHSU, its officers, agents, and employees from damages arising out of the tortious acts of COUNTY, or its officers, agents, and employees acting within the scope of their employment and duties in performance of this Agreement subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and any applicable provisions of the Oregon Constitution.

3. **WORKERS' COMPENSATION INSURANCE**

OHSU shall maintain workers' compensation insurance coverage for all non-exempt workers, employees, and subcontractors either as a carrier-insured employer or a self-insured employer as provided in Chapter 656 of Oregon Revised Statutes.

4. **TAXPAYER IDENTIFICATION NUMBER**

OHSU shall furnish to COUNTY its federal employer identification number, as designated by the Internal Revenue Service.

5. **SUBCONTRACTS AND ASSIGNMENT**

OHSU shall neither subcontract with others for any of the work prescribed herein, nor assign any of OHSU's rights acquired hereunder without obtaining prior written approval from COUNTY. COUNTY by this Agreement incurs no liability to third persons for payment of any compensation provided herein to OHSU.

6. **RECORD CONFIDENTIALITY**

COUNTY and OHSU agree to keep all client records confidential in accordance with state and federal statutes and rules governing confidentiality.

7. **ACCESS TO RECORDS**

OHSU agrees to permit authorized representatives of COUNTY, and/or the applicable federal or state government audit agency to make such review of the records of OHSU as COUNTY or auditor may deem necessary to satisfy audit and/or program evaluation purposes. OHSU shall permit authorized representatives of COUNTY Health Department to site-visit all programs covered by this Agreement. Agreement costs disallowed as the result

of such audits, review or site visits will be the sole responsibility of OHSU. If an Agreement cost is disallowed after reimbursement has occurred, OHSU will make prompt repayment of such cost.

8. ADHERENCE TO LAW

- A. OHSU shall adhere to all applicable laws governing its relationship with its employees, including but not limited to laws, rules, regulations and policies concerning workers' compensation, and minimum and prevailing wage requirements.
- B. OHSU shall not unlawfully discriminate against any individual with respect to hiring, compensation, terms, conditions or privileges or employment, nor shall any person be excluded from participation in, be denied the benefits, or be subjected to discrimination under any program or activity because of such individual's race, color, religion, sex, national origin, age or handicap. In that regard, OHSU must comply with all applicable provisions of Executive Order Number 11246 as amended by Executive Order Number 11375 of the President of the United States dated September 24, 1965, Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000(d)) and Section 504 of the Rehabilitation Act of 1973 as implemented by 45 C.F.R. 84.4 and the Americans with Disabilities Act of 1990, Public Law Number 101-336 and all enacting regulations of the EEOC and Department of Justice. OHSU will also comply with all applicable rules, regulations and orders of the Secretary of Labor concerning equal opportunity in employment and the provision of ORS Chapter 659.

9. MODIFICATION

- A. In the event that COUNTY's Agreement obligation is amended by a federal- or state-initiated change, COUNTY shall amend this Agreement through written notification of changes sent to OHSU by mail. OHSU shall return to COUNTY within twenty (20) working days a signed acknowledgment of receipt of COUNTY's notification document.
- B. Any other amendments to the provisions of this Agreement, whether initiated by COUNTY or OHSU, shall be reduced to writing and signed by both parties.

10. WAIVER OF DEFAULT

Waiver of a default shall not be deemed to be a waiver of any subsequent default. Waiver of any breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the provisions of this Agreement

11. EARLY TERMINATION

- A. Violation of any of the rules, procedures, attachments, or conditions of this Agreement may, at the option of either party, be cause for termination of the Agreement and, unless and until corrected, of funding support by COUNTY and services by OHSU, or be cause for placing conditions on said funding and/or service, which may include withholding of funds. Waiver by either party of any violation of this Agreement shall not prevent said party from invoking the remedies of this paragraph for any succeeding violations of this Agreement.

- B. This Agreement may be terminated by either party by sixty (60) days written notice to the other party.
- C. Immediate termination or amendment by COUNTY may occur under any of the following conditions:
 - 1) Upon notice of denial, revocation, suspension or non-renewal of any license or certificate required by law or regulation to be held by OHSU to provide a service under this Agreement.
 - 2) Upon notice if OHSU fails to begin services on the date specified in this Agreement, or if OHSU fails to continue to provide service for the entire Agreement period.
 - 3) Upon notice to COUNTY of evidence that OHSU has endangered or is endangering the health and safety of clients/residents, staff, or the public.
- D. Payment to OHSU will include all services provided through the day of termination and shall be in full satisfaction of all claims by OHSU against COUNTY under this Agreement.
- E. Termination under any provision of this section shall not affect any right, obligation or liability of OHSU or COUNTY which accrued prior to such termination.

12. LITIGATION

- A. OHSU shall give COUNTY immediate notice in writing of any action or suit filed or any claim made against OHSU or any subcontractor of which OHSU may be aware which may result in litigation related in any way to this Agreement.
- B. COUNTY shall give OHSU immediate notice in writing of any action or suit filed or any claim made against COUNTY or any subcontractor of which COUNTY may be aware which may result in litigation related in any way to this Agreement.

13. OREGON LAW AND FORUM

This Agreement shall be construed and governed according to the laws of the State of Oregon.

14. INTEGRATION

This Agreement contains the entire Agreement between the parties pertaining to its subject matter and supersedes all prior written or oral discussions or agreements.

15. CERTIFICATION REGARDING LOBBYING

- A. No federal appropriated funds can be or will be paid, by or on behalf of OHSU, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this Agreement, OHSU shall complete and submit

Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

16. OMB CIRCULAR A-128

If OHSU is a sub-recipient of federal funds passed through the COUNTY, OHSU shall submit to COUNTY an annual federal compliance audit in conformity with OMB Circular A-128 and the federal Single Audit Act of 1984.

IN WITNESS WHEREOF, the parties have caused this Agreement, including the Standard Conditions and any attachments incorporated herein, to be executed by their duly authorized officers.

OREGON HEALTH SCIENCES
UNIVERSITY

for By David C. Bunnell

James B. Walker, Vice President
Finance & Administration

Date 10/25/96

93-1176109

Contractor's Federal Tax ID Number

MULTNOMAH COUNTY, OREGON

By Beverly Stein

Beverly Stein, Multnomah County Chair

Date November 26, 1996

HEALTH DEPARTMENT

By Billi Odegaard

Billi Odegaard, Director

Date 11/7/96

By Patsy Kullberg

Patsy Kullberg, Program Manager

Date 11/5/96

REVIEWED:

Laurence B. Kressel, County Counsel for
Multnomah County, Oregon

By Katie Gaetjens

Katie Gaetjens, Assistant County Counsel

Date 11/13/96

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS

AGENDA # C-5 DATE 11/26/96

DEB. BOGSTAD

BOARD CLERK

Meeting Date: NOV 26 1996
Agenda No: C-CP

(Above space for Board Clerk's Office Use ONLY)

AGENDA PLACEMENT FORM

Subject: FY96/97 Intergovernmental Revenue Agreement #400097 with City of Gresham

BOARD BRIEFING Date Requested:
Amount of time:

REGULAR MEETING Date Requested: November 14, 1996
Amount of time: 5 minutes

DEPARTMENT: Aging Services DIVISION: NA

CONTACT: Caroline Sullivan/Kathy Gillette TELEPHONE: 248-3620

BLDG/RM #: 161/3rd floor

PERSON(S) MAKING PRESENTATION: Jim McConnell/Kathy Gillette

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE

Approval of Intergovernmental Agreement #400097 with City of Gresham to establish a partnership between County and the City of Gresham for cooperative planning and shared costs of services for elders living in the Gresham area for the period July 1, 1996 through June 30, 1997, transmitting City of Gresham funds in the amount of \$10,000 to support the East County District Senior Center.

12/2/96 ORIGINALS TO CAROLINE
SULLIVAN

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
96 NOV 13 PM 11:33

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____
OR
DEPARTMENT MANAGER: James W. Carroll

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES
Any Questions: Call the Office of the Board Clerk 248-3277/248/5222



MULTNOMAH COUNTY OREGON

AGING SERVICES DIVISION
AREA AGENCY ON AGING
421 S.W. 5TH, 3RD FLOOR
PORTLAND, OREGON 97204
SENIOR HELPLINE: (503) 248-3646 ADMINISTRATION: 248-3620
TDD: 248-3683 FAX: 248-3656

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: Beverly Stein, Board Chair

FROM: Jim McConnell, Director *Jim McConnell*

DATE: October 11, 1995

SUBJECT: FY 1996-97 Intergovernmental Revenue Agreement # 400097 with City of Gresham/Division of Parks and Recreation

Retroactive Status: This agreement is retroactive to July 1, 1996. Processing has been delayed to complete negotiations and Gresham citizen advisory review.

I. Recommendation: The Aging Services Department recommends Board of County Commissioner approval of the attached Intergovernmental Revenue Agreement with the City of Gresham, for the period July 1, 1996 through June 30, 1997.

II. Analysis/Background: This agreement establishes a formal partnership with the City of Gresham, through the Gresham Parks and Recreation Division, to implement coordinated strategies to serve older residents living in the Gresham area.

To improve access to services for East County residents, the Aging Services Department (ASD) opened a new East County Medicaid Branch in June 1996, co-located with the East District Senior Center funded and operated through contract by the YWCA as a satellite of their Mid-County District Center. The Gresham Parks and Recreation Division will increase recreation and socialization opportunities for older adults and will work cooperatively with Branch and District Center staff.

In addition, the City of Gresham will provide \$10,000 during FY97 to help defray costs of Outreach and Information and Assistance services. These funds will be contracted to the YWCA until a formal procurement process is completed by March 30, 1997. County staff have set up a tracking system to document the effectiveness of the outreach and other access activities.

III. Fiscal Impact: The agreement provides \$10,000 of City of Gresham general funds to come in quarterly payments to the County to support outreach and other access services at the East County District Center. These funds are budgeted.

IV. Legal Issues: NA

V. Controversial Issues: NA

VI. Link to Current County Policies: Included in Area Plan for Aging Services

VII. Citizen Participation: The East County Coalition has been active in the planning and development process for East County Aging Services. This group will continue as an advisory committee for the East County District Center. The City of Gresham Parks and Recreation Division also has a citizens advisory committee which has reviewed and given its approval of this agreement.

VIII. Other Government Participation: The Aging Services Department is developing similar agreements with the Cities of Fairview and Troutdale for shared costs of outreach and other access services to residents in East County.



MULTNOMAH COUNTY OREGON

CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

FY96-97

Rev. 5/92

Contract # 400097

Amendment #

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$25,000	<input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Intergovernmental Agreement Revenue APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # C-6 DATE 11/26/96 DEB BOGSTAD BOARD CLERK

Department Aging Services Division _____ Date October 11, 1996

Contract Originator Caroline Sullivan/Rosanne Costanzo Phone 248-3620 Bldg/Room 161/3rd Floor

Administrative Contact Caroline Sullivan/Kathy Gillette Phone 248-3620 Bldg/Room 161/3rd Floor

Description of Contract Establishes a partnership with City of Gresham for services and opportunities for seniors. City provides funds to increase access of Gresham area residents to East County Branch and District Center services.

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

ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ QRF /X/ Not Applicable

Contractor Name City of Gresham/Division of Parks & Recreation/Department of Environmental Svc.

Mailing Address 1333 NW Eastman Parkway
Gresham OR 97030-3813

Phone (503) 618-2485

Employer ID# or SS# _____

Effective Date July 1, 1996

Termination Date June 30, 1997

Original Contract Amount \$ 10,000

Total Amount of Previous Amendments \$ _____

Amount of Amendment \$ _____

Total Amount of Agreement \$ 10,000

Remittance Address _____
 (If Different) _____

Payment Schedule _____ Terms _____

☐ Lump Sum \$ _____ ☐ Due on receipt
☐ Monthly \$ _____ ☐ Net 30
☐ Other \$ _____ ☐ Other _____
☐ Requirements contract - Requisition required.

Purchase Order No. _____

☐ Requirements Not to Exceed \$ _____

Encumber: Yes ☐ No ☐

Date November 1, 1996

Date _____

Date 11/13/96

Date November 26, 1996

Date _____

REQUIRED SIGNATURES:

Department Manager James W. Connell

Purchasing Director (Class II Contracts Only) _____

County Counsel Kate Gantz

County Chair / Sheriff Marky Chen

Contract Administration (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 DESCRIPTION	AMOUNT	INC/ DEC IND
01.	156	011	1760			2774			City of Gresham	10,000	
02.											
03.											
* If additional space is needed, attach separate page. Write contract # on top of page.											

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION

CANARY - INITIATION

PINK - FINANCE

INTERGOVERNMENTAL AGREEMENT
CITY OF GRESHAM AND MULTNOMAH COUNTY

COORDINATION OF SERVICES AND PROGRAMS
FOR OLDER RESIDENTS OF THE GRESHAM AREA
1996-1997

SECTION I. INTRODUCTION

This agreement is between the City of Gresham, hereinafter called CITY, and Multnomah County, hereinafter called COUNTY. The purpose of this agreement is to initiate a partnership between Multnomah County and the cities of East Multnomah County, including Gresham, Fairview, Troutdale, and Wood Village with the goal to better serve older adults who live in East Multnomah County. This agreement, subject to execution by all parties, will improve services and opportunities for senior citizens in the Gresham Area for the period July 1, 1996 through June 30, 1997.

SECTION II. RECITALS

A. WHEREAS, CITY, through its Parks and Recreation Division, desires to provide opportunities through recreation for community involvement, socialization and wellness activities accessible to all Gresham residents, including senior adults; and

B. WHEREAS, COUNTY, as the designated Area Agency on Aging (AAA) for Multnomah County, has the responsibility to plan, coordinate and conduct a comprehensive social service delivery system for elderly residents within the boundaries of Multnomah County in accordance with provisions of the Area Plan required through the Older Americans Act of 1965, as amended; and

C. WHEREAS, COUNTY through its Annual Plan for 1995-1999 maintains sub-planning and service area districts within COUNTY boundaries; and

D. WHEREAS, East Multnomah County, including the City of Gresham and adjacent cities and communities has been designated such a sub-planning and service area district; and

E. WHEREAS, East County Services Coalition has been designated the citizens advisory committee for the East Multnomah County Senior Services District; and

F. WHEREAS, the CITY and COUNTY have identified several priority areas described in the City of Gresham "1995 Parks, Recreation and Open Spaces Master Plan" and the "Creating a Focal Point for Seniors in East County" paper, approved by the East County Services Coalition, that create natural links between COUNTY senior support services and CITY recreation and leisure programs;

THEREFORE, CITY and COUNTY agree as follows.

SECTION III: AGREED/CITY AND COUNTY

A. COUNTY and CITY will create a partnership (1) to provide services and activities which support elderly residents in the Gresham Area to remain in their own homes and communities through a system of information, activities and services; (2) to build a sense of community through shared recreational experiences and volunteer involvements; and (3) to engage in other community partnerships to coordinate a broad array of services and activities which enhance life for senior citizens who live in East Multnomah County.

B. The parties mutually agree that the administrative authority for COUNTY shall be the Director of the Aging Services Department and for CITY shall be Division Manager, Parks and Recreation division, Department of Environmental Services. The designated contact person for COUNTY shall be the Manager,

Community Access Services Unit, Department of Aging Services, or designee, and for CITY shall be Recreation Coordinator, Parks and Recreation division, Department of Environmental Services.

SECTION IV: AGREED/COUNTY

A. COUNTY shall perform, within the boundaries of the East County Senior Services District, all services to the elderly prescribed by the Annual Plan and approved by State, including services available through the Older Americans Act of 1965, as amended, Oregon Project Independence, and Title XIX, Medicaid.

These services shall include

- information and assistance
- case management
- arrangement for services such as:
 - o in-home
 - o day care
 - o respite care
 - o transportation
- outreach to the isolated, frail and vulnerable seniors
- legal services
- meals
- protective services for adults
- housing alternatives
- Food Stamps and medical assistance for low-income elderly residents

B. COUNTY shall provide leadership to address issues of concern to older adults, in accordance with the provisions of the Older Americans Act. This will include development and implementation of community partnerships working towards the development of a highly visible multipurpose senior service and activity center, referred to as a Focal Point, centrally located in the Gresham area.

C. COUNTY will hold intact the AAA policy of contracting for Older Americans Act services and developing and implementing a single entry system.

D. COUNTY agrees to provide, at 6 month intervals, standardized participant information about the residents of East Multnomah County who gain access to services through COUNTY programs and the utilization of COUNTY services in identified East Multnomah County areas, including the Gresham area.

E. COUNTY, in consultation with the Gresham Senior Center and Loaves and Fishes Centers, Inc., will assist CITY Recreation staff in gaining access to a County-owned facility to program senior adult programs and activities.

SECTION V: AGREED/CITY

A. CITY shall implement priority elements of the City of Gresham's "Parks, Recreation & Open Space Master Plan" which pertain to senior adults in partnership with COUNTY's comprehensive service system as a means to optimize funding and facility resources, to improve recreational opportunities and to involve residents as active partners in all aspects of parks and recreation.

B. CITY shall work cooperatively with other East Multnomah County entities, including the cities of Fairview and Troutdale, to expand civic agendas to meet the needs of older residents.

C. CITY shall provide a minimum of 3 major activities or events for senior adult residents of the Gresham Area during the period of this agreement with the active support of COUNTY staff and programs in the East Multnomah County Senior Services District.

D. CITY shall designate a person or persons to represent the City of Gresham in ongoing cooperative planning and program coordination.

E. CITY will provide COUNTY with program schedules and related information about educational and recreation activities and opportunities for volunteer involvement to be added to the Resource Data Base which COUNTY is developing for East Multnomah County.

SECTION VI: COMPENSATION - METHOD OF PAYMENT

A. COUNTY agrees to provide funding in the estimated amount of \$953,624 during the period July 1, 1996 through June 30, 1997 for Medicaid programs for residents of East Multnomah County and an estimated \$196,361 from County, State and Federal resources for information and assistance, case management, access to other needed services such as transportation and in-home services, outreach, and focal point development and operation.

COUNTY also agrees to make arrangements with other East County jurisdictions for proportionate funds to support access services for East County residents.

B. CITY agrees to provide inkind and direct service support as needed to implement services and activities in the Parks, Recreation and Open Space Master Plan.

C. CITY agrees to provide \$10,000 to COUNTY for the period July 1, 1996 through June 30, 1997 as a proportionate share of Senior Information, Referral and Outreach activities to senior residents of the Gresham Area.

D. Upon receipt of an invoice, CITY shall make quarterly payments to COUNTY for FY96-97 funding in accordance with the following schedule:

November 15, 1996	\$ 2,500
January 15, 1997	2,500
March 15, 1997	2,500
June 15, 1997	<u>2,500</u>

TOTAL \$ 10,000

E. COUNTY will waive indirect costs for the Older Americans Act, Oregon Project Independence funds and CITY funds now and in the future. COUNTY will not divert these funds from services to pay indirect costs. COUNTY will charge indirect costs on Title XIX Administrative dollars and any new Federal and State dollars as allowed.

F. COUNTY shall support the AAA policy of allocating funds and services, for non-restricted funding sources, to the designated sub-planning and service area districts through an allocation formula based on the in-need elderly population within COUNTY boundaries.

SECTION VII. SEPARABILITY

Should any Section, or portion thereof, of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, or any administrative agency having jurisdiction over the subject matter, such decision shall apply only to specific Section of portion thereof directly specified in the decision. All other portions of the Agreement as a whole shall continue without interruption for the term hereof.

SECTION VIII. TERM OF AGREEMENT

This continuation Agreement shall commence July 1, 1996 and continue until June 30, 1997 or until terminated or replaced. The agreement may be amended by written consent of the parties.

SECTION X. TERMINATION

All or part of this contract may be terminated by mutual consent by both parties, or upon 60 days written notice by either party, delivered to the designated contact person.

IN WITNESS, the parties have caused this instrument to be executed by their duly authorized officers.

CITY OF GRESHAM

By: _____
Gussie McRobert, Mayor Date
City of Gresham

By: _____
Bonnie R. Kraft Date
City Manager
City of Gresham

REVIEWED:

By: _____
City of Gresham Attorney Date

COUNTY OF MULTNOMAH

By: _____
Beverly Stein Date
Multnomah County Chair

By: _____
James McConnell Date
Director
Multnomah County Aging Services
Department

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-6 DATE 11/26/96
DEB BOGSTAD
BOARD CLERK

REVIEWED:
LAURENCE KRESSEL, County
Counsel for Multnomah County

By: _____
Katie Gaetjens Date
Assistant County Counsel

Meeting Date: NOV 26 1996
Agenda No: C-7

(Above space for Board Clerk's Office Use ONLY)

AGENDA PLACEMENT FORM

Subject: Amendment to FY95/97 Intergovernmental Revenue Agreement with State Senior/Disabled Services Division, Human Resources Department

BOARD BRIEFING Date Requested:
Amount of time:

REGULAR MEETING Date Requested: November 14, 1996
Amount of time: Consent Calendar

DEPARTMENT: Aging Services DIVISION: NA

CONTACT: Caroline Sullivan/Kathy Gillette TELEPHONE: 248-3620

BLDG/RM #: 161/3rd floor

PERSON(S) MAKING PRESENTATION: Jim McConnell/Kathy Gillette

ACTION REQUESTED:

[] INFORMATIONAL ONLY [] POLICY DIRECTION [X] APPROVAL [] OTHER

SUGGESTED AGENDA TITLE

Approval of Amendment 1 to intergovernmental agreement #50704-97 (Multnomah County #400016) with the State Senior and Disabled Services Division for the period July 1, 1995 through June 30, 1997, revising allocations and increasing revenue for FY95-96.

12/2/96 ORIGINALS to CAROLINE
SULLIVAN (LA MESSIER)

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

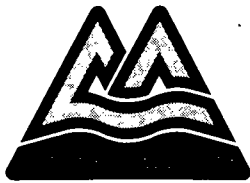
DEPARTMENT MANAGER: James W. McConnell

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES
Any Questions: Call the Office of the Board Clerk 248-3277/248/5222

MULTNOMAH COUNTY
OREGON

96 NOV 13 PM 1:39

BOARD OF
COUNTY COMMISSIONERS



MULTNOMAH COUNTY OREGON

AGING SERVICES DIVISION
AREA AGENCY ON AGING
421 S.W. 5TH, 3RD FLOOR
PORTLAND, OREGON 97204
SENIOR HELPLINE: (503) 248-3646 ADMINISTRATION: 248-3620
TDD: 248-3683 FAX: 248-3656

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: Beverly Stein, Chair
Board of County Commissioners

FROM: Jim McConnell, Director
Aging Services Department *Jim McConnell*

DATE: October 10, 1996

SUBJECT: Amendment 1 to FY95/97 Revenue Contract #50704-97 with State Senior and Disabled Services Division, Human Resources Department

Recommendation: The Aging Services Department recommends that the Board of County Commissioners approve the attached Amendment 1 to revenue contract #50704-97 with the State Senior and Disabled Services Division, for the period July 1, 1995 through June 30, 1997.

Analysis: This contract amendment revises allocations for State and Federal funds to continue services for elderly residents in Multnomah County. Services include planning, coordination, advocacy, long term care, community services, adult care home licensing, Public Guardian and Conservatorship, and other services which benefit older residents of Multnomah County.

Fiscal Year 1995-1996 was year one of a two year plan of action. Amendment 1 revises allocations for FY95-96 by increasing federal revenues to Multnomah County in the estimated amount \$1.25 million. The federal increase is primarily for the Medicaid program, reflecting increase in caseload size and the opening of the new office in East Multnomah County. Minor adjustments to Older Americans Act funds reflected changes from late congressional action.

Minor changes in State funding reflect housekeeping details.

Fiscal Impact: These revenues were included the FY95-96 County Budget. No budget action is required.

Legal Issues: None

Controversial Issues: None

Link to Current County Policies: This amendment is to the revenue contract with the state Senior and Disabled Services Division and revises State and Federal funding for the Area Agency on Aging Plan of Action for FY95/96. The plan, required by the federal Older Americans Act includes descriptions, goals and objectives for administration, planning, contracting, services, and budget for the service system for older residents of Multnomah County during FY95/96.

Initiatives and goals from the Aging Services Department strategic plan AGING CHALLENGES OF TOMORROW are included in the Area Plan document. This plan is consistent with County Program Budget Performance Trends, Key Results, and Issues and Opportunities.

Citizen Participation: The Portland Multnomah Commission on Aging (PMCoA) held public hearings in April 1995 on the plan funded through this contract. The PMCoA and its AAA Committee have reviewed and approved the plan.

tl961.ssd

AN EQUAL OPPORTUNITY EMPLOYER

**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

Contract # 400016Amendment # 1

MULTNOMAH COUNTY OREGON

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$25,000	<input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Intergovernmental Agreement APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>C-7</u> DATE <u>11/26/96</u> <u>DEB BOGSTAD</u> BOARD CLERK

Department Aging Services Division _____ Date 11-4-96Contract Originator Caroline Sullivan/Kathy Gillette Phone 248-3620 Bldg/Room 161/3rd floorAdministrative Contact Caroline Sullivan/Kathy Gillette Phone 248-3620 Bldg/Room 161/3rd floor

Description of Contract revises FY 95/96 allocations in State revenue contract with Senior & Disabled Services Division providing funding for Aging Services administration, long term care, and contracted community services. Covers year 1 of 2 year plan for Aging Services.

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

ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ ORFContractor Name Oregon Senior and Disabled Services Division _____Mailing Address 500 Summer St NESalem OR 97310-1015Phone (503) 378-4728Employer ID# or SS# N/AEffective Date July 1, 1995Termination Date June 30, 1997Original Contract Amount \$ 11,091,912

Total Amount of Previous Amendments \$ _____

Amount of Amendment \$ 1,362,822Total Amount of Agreement \$ 12,454,734Remittance Address _____
(If Different) _____

Payment Schedule _____ Terms _____

☐ Lump Sum \$ _____ ☐ Due on receipt☐ Monthly \$ _____ ☐ Net 30☐ Other \$ _____ ☐ Other _____☐ Requirements contract - Requisition required.

Purchase Order No. _____

☐ Requirements Not to Exceed \$ _____

REQUIRED SIGNATURES:

Department Manager James W. CornellPurchasing Director (Class II Contracts Only) Katie GartzCounty Counsel M. J. Ryan

County Chair / Sheriff _____

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

Encumber: Yes ☐ No ☐Date November 4, 1996

Date _____

Date 11/13/96Date November 26, 1996

Date _____

VENDOR CODE				VENDOR NAME						TOTAL AMOUNT \$		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND	
01.			SEE ATTACHED									
02.												
03.												
* If additional space is needed, attach separate page. Write contract # on top of page.												

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION

CANARY - INITIATION

PINK - FINANCE

CONTRACT APPROVAL FORM SUPPLEMENT
AGING SERVICES DEPARTMENT

CONTRACTOR: STATE OF OREGON/SENIOR & DISABLED SERVICES DIVISION
CONTRACT #: MC #400016 (SDSD #50704-97)
DATE: JUNE 29, 1995

MOD #: 0
MOD DATE:

LINE	FUND	AGENCY	ORG CODE	REVENUE CODE	LGFS DESCRIPTION	ORIGINAL AMOUNT	MOD 1	MOD 2	MOD 3	FINAL AMOUNT
1	156	011	1700	2063	III-D	44,357	28,347			72,704
2	156	011	1700	2064	III-B	801,645	118,266			919,911
3	156	011	1700	2065	III-C1	411,585	8,051			419,636
4	156	011	1700	2066	III-C2	493,891	0			493,891
5	156	011	1700	2067	III-F	60,409	35,564			95,973
6	156	011	1700	2070	VII-B	9,174	6,713			15,887
7	156	011	1700	2387	OPI	838,268	100,000			938,268
8	156	011	1700	2609	TITLE XIX	8,430,083	1,048,381			9,478,464
9	156	011	1700	2399	OPI-ALZ	\$2,500	\$0			2,500
10	156	011	1700	2391	SDSD MEN HLTH	\$0	\$17,500			17,500
TOTAL						11,091,912	1,362,822			12,454,734

FILE:F:\USERS\CONTRACT\SDCAF96.WQ1

AMENDMENT TO INTERGOVERNMENTAL AGREEMENT

DEPARTMENT OF HUMAN RESOURCES

Human Resources Bldg.

SENIOR AND DISABLED SERVICES DIVISION

Encouraging
independence,
dignity and
quality of life

1. This agreement is between the State of Oregon, acting by and through its Department of Human Resources, Senior and Disabled Services Division, hereinafter called "DIVISION," and

Multnomah County Aging Services Department
421 SW Fifth, 3rd Floor-B161
Portland OR 97204-2238

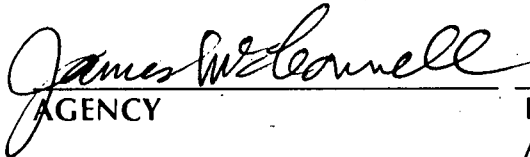
hereinafter called "AGENCY."

2. This is amendment number 1 to original agreement # 50704
3. Agreement # between DIVISION and AGENCY shall be amended as follows: New language is underlined; [language to be deleted or replaced is bracketed].

III. STATEMENT OF WORK

Under this agreement, AGENCY shall conduct activities and provide services as indicated in the Area Plan, which by reference is made a part of this agreement, and which is hereby amended to reflect program and budget changes as shown on Attachments 1 and 2, and the General Provisions, Part VI of this agreement.

4. In performing the above, it is understood and agreed that all other terms and conditions of the original agreement are still in effect.



AGENCY

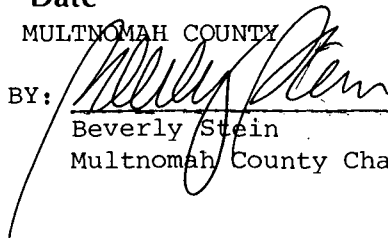
DIVISION
Administrator/Delegate

November 4, 1996

Date

MULTNOMAH COUNTY

BY:


Beverly Stein
Multnomah County Chair

Date

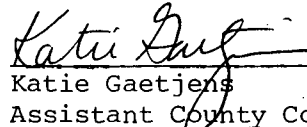
11/26/96

Date

REVIEWED:

LAURENCE KRESSEL, County Counsel
for Multnomah County

By:


Katie Gaetjens
Assistant County Counsel

Date

11/13/96

500 Summer St. NE, Salem, OR 97310-1015 • (503) 945-5811 Voice/TTY
Toll Free 1-800-282-8096 Voice/TTY • (503) 373-7823 Fax



John A. Kitzhaber
Governor

"We do not discriminate in employment, services or activities."

ATTACHMENT #1, Contract # 50704-1

Aging Services Division
District 2 Multnomah

SECTION III E-1: PROPOSED BUDGET RESOURCES

FY 95-96
ALL CONTRACTORS

Contract # _____

Date 09/26/96

A		OLDER AMERICANS ACT FUNDS							OTHER CASH FUNDS				IN-KIND					
Met. Num	Service Category	Type B Funds	III-B	III-C1	III-C2	III-D	III-F	VII-B	State OPI 60 Plus	State OPI < 60	Other State Funds	Program Income	Cash Match	Other Cash	USDA	In-Kind Match	In-Kind Other	Grand Total
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)	(18)	(22)
1	Personal Care	0	0	0	0	72,704	0	0	172,754	400	0	0	0	0	0	0	0	245,858
2	Homemaker	0	18,000	0	0	0	0	0	418,828	0	0	37,000	0	0	0	0	0	473,828
3	Chore	0	0	0	0	0	0	0	2,000	0	0	0	0	0	0	0	0	2,000
4	Home Delivered Meals	0	0	0	483,891	0	0	0	0	0	0	0	0	0	289,321	0	0	783,212
5	Adult Day Care/Health	0	0	0	0	0	0	0	21,533	300	0	0	0	0	0	0	0	21,833
6	Case Management	7,336,671	524,505	0	0	0	0	0	212,358	1,500	0	0	123,332	418,043	0	0	0	8,617,409
Subtotal - Cluster 1		7,336,671	542,505	0	483,891	72,704	0	0	827,474	2,200	0	37,000	123,332	418,043	289,321	0	0	10,144,141
7	Congregate Meals	0	0	318,982	0	0	0	0	0	0	0	0	0	0	144,654	0	0	463,636
8	Nutrition Counseling	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
9	Transportation	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Subtotal - Cluster 2		0	0	318,982	0	0	0	0	0	0	0	0	0	0	144,654	0	0	463,636
0	Transportation	0	64,323	0	0	0	0	0	0	0	0	0	51,723	75,227	0	0	0	181,273
1	Legal Assistance	0	30,318	0	0	0	0	0	0	0	0	0	0	16,273	0	0	0	46,591
2	Nutrition Education	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3	Information & Assist.	158,056	50,511	0	0	0	0	0	0	0	0	0	0	170,106	0	0	0	378,673
4	Outreach	0	1,000	0	0	0	0	0	0	0	0	0	0	36,975	0	0	0	37,975
Subtotal - Cluster 3		158,056	146,152	0	0	0	0	0	0	0	0	0	51,723	298,581	0	0	0	654,512
0-1	Administration	1,510,862	87,952	100,654	0	0	0	0	83,827	0	0	0	82,984	1,524,719	0	0	0	3,371,008
0-2	AAA Advocacy	0	110,627	0	0	0	0	0	0	0	0	0	0	0	0	0	0	110,627
0-3	AAA Prog. Coord.	0	0	0	0	0	0	0	0	0	0	0	28,374	108,762	0	0	0	137,156
0-4	AAA Program Develop.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1-1	Home Repair/Mod	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1-2	Home Health	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1-3	In-Home Volunteers	0	17,675	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1-4	Respite	0	0	0	0	0	0	0	26,987	300	0	0	0	0	0	0	0	27,287
1-1	Health/Nutri. Screen.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1-3	Wellness Education	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1-4	Mental Health Couns.	118,176	0	0	0	0	52,764	43,209	0	0	17,500	0	0	79,270	0	0	0	52,764
1-1	Guardianship/Cons.	354,699	0	0	0	0	0	0	0	0	0	0	0	225,457	0	0	0	580,156
1-2	Protective Service	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1-3	Elder Abuse Aware.	0	0	0	0	0	0	15,887	0	0	0	0	0	0	0	0	0	15,887
1-6	Gatekeeper	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1-8	Pvt Case Management	0	0	0	0	0	0	0	0	0	0	0	0	49,451	0	0	0	49,451
1-1	Senior Center Assist.	0	15,000	0	0	0	0	0	0	0	0	0	0	93,237	0	0	0	108,237
1-4	Fin. Ass/Material Aid	0	0	0	0	0	0	0	0	0	0	0	0	6,000	0	0	0	6,000
			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total		9,478,464	919,911	419,636	483,891	72,704	85,973	15,887	938,288	2,500	17,500	37,000	286,423	2,804,540	433,975	0	0	15,988,672

* OPI - Homemaker Services - includes \$103,461 in CEP expenditures.

ATTACHMENT # 2, Contract # 50704-1

District 2 Multnomah
FY1995-1996

Date Revised: 09/26/96

SECTION III E-2, ALLOCATED FUNDS, CONTRACTED FUNDS, AND TRANSFERS

	LTC ADMIN TYPE B	OAA PART B	OAA PART C-1	OAA PART C-2	OAA PART D	OAA PART F	OAA VII B	OPI 60+	OPI <60	Other State Funds	TOTAL FUNDS
SDSD-AR-96-9 FY '96 Allocation	\$19,161,131	\$548,428	\$860,409	\$196,973	\$19,673	\$7,454	\$1,178	\$1,887,579	\$0	\$17,500	\$22,700,325
Carryover Amount	\$0	\$174,833	\$52,795	\$0	\$53,031	\$88,519	\$14,709	\$0	\$0	\$0	\$383,887
OAA Transfers	XXXXXX	\$196,650	(\$493,568)	\$296,918	\$0	\$0	\$0	(\$2,500)	\$2,500	\$0	\$0
Total Funds Available	\$19,161,131	\$919,911	\$419,636	\$493,891	\$72,704	\$95,973	\$15,887	\$1,885,079	\$2,500	\$17,500	\$23,084,212
Contracted This Amendment	\$9,478,464	\$919,911	\$419,636	\$493,891	\$72,704	\$95,973	\$15,887	* \$938,268	\$2,500	\$17,500	\$12,454,734
Uncontracted Funds Available	\$9,682,667	\$0	\$0	\$0	\$0	\$0	\$0	\$946,811	\$0	\$0	\$10,629,478

Negative numbers indicated with parentheses.

* Reserved for OPI Client Employed Payments through SDS \$103,461

FOR TYPE B AAAs:

XIX Regular Allocation \$14,837,367
Local Funds \$1,909,725
XIX Match on Local Funds \$2,414,039

TOTAL LTC A \$19,161,131

MEETING DATE: NOV 26 1996

AGENDA NO: C-8

ESTIMATED START TIME: 9:30

(Above space for Board Clerk's Use Only)

AGENDA PLACEMENT FORM

SUBJECT: Revenue Agreement Between State Office for Services to Children and Families (Formerly Childrens Services Division) and the Department of Community and Family Services, to Fund Capitated Childrens Mental Health Services Through a Managed Care System.

BOARD BRIEFING

Date Requested: _____

Requested By: _____

Amount of Time Needed: _____

REGULAR MEETING

Date Requested: next Available

Amount of Time Needed: consent

DEPARTMENT: Community and Family Services

DIVISION: _____

CONTACT: Lorenzo Poe/ Janice Gratton

TELEPHONE: 248-3691

BLDG/ROOM: B166/7th

PERSON(S) MAKING PRESENTATION: Lorenzo Poe/Janice Gratton

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE

Intergovernmental Revenue Renewal Agreement from the State Office for Services to Children and Families, Funding Capitated Mental Health Services for Children Not Eligible for the Multnomah CAPCare Program Services

12/2/96 ORIGINALS to Bob Donovan

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

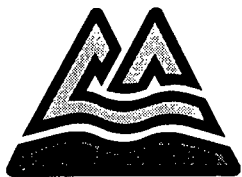
OR

DEPARTMENT MANAGER: Lorenzo Poe mms

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 NOV 13 PM 1:39
MULTNOMAH COUNTY
OREGON



MULTNOMAH COUNTY OREGON

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES
421 SW SIXTH AVENUE, SUITE 700
PORTLAND, OREGON 97204
PHONE (503) 248-3691
FAX (503) 248-3379
TDD (503) 248-3598

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: Lorenzo Poe, Director *Lorenzo Poe*
Department of Community and Family Services

DATE: May 15, 1996

SUBJECT: Revenue Contract from State Office for Services to Children and Families (Formerly
Childrens Services Division)

I. Recommendation/Action Requested: The Department of Community and Family Services recommends Board of County Commissioner approval of the revenue agreement from the State Office for Services to Children and Families, for the period July 1, 1996 through June 30, 1997.

II. Background/Analysis: The Department of Community and Family Services has received a revenue contract from the State Office for Services to Children and Families (formerly Childrens Services Division), to pay for mental health services for children through a managed care system. The contract pays a capitated rate for services to non-Medicaid eligible children referred by the State Office..

III. Financial Impact: The revenue contract is for \$164,000.

IV. Legal Issues: None

V. Controversial Issues: None

VI. Link to Current County Policies: The contract supports the County's efforts to increase access to mental health care, and to develop managed care systems.

VII. Citizen Participation: None

VIII. Other Government Participation: The Childrens Capitation/Mental Health Organization (formerly Partners Project) involves funding and service coordination among multiple governmental and public organizations, including the County, State, and school districts.

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

103117

Contract #

Amendment #:

<p style="text-align: center;">CLASS I</p> <p><input type="checkbox"/> Professional Services 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 type="checkbox"/> Intergovernmental Agreement</p> <p><input checked="" type="checkbox"/> Intergovernmental Revenue Agreement</p> <p style="text-align: center;">APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>C-8</u> DATE <u>11/26/96</u></p> <p style="text-align: center;"><u>DEB BOGSTAD</u> BOARD CLERK</p>
--	--	--

Department: Community & Family Services

Division: _____

Date: May 15, 1996

Administrative Contact: Cilla Murray Bob Dmough

Phone: 248-3691 ext 6296 4837

Bldg/Room 166/7th

Description of Contract:

Funds childrens mental health services through the managed care system.

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

ORS/AR # _____ Contractor is ☐ JMBE ☐ JWBE ☐ JQRF

<p>Contractor Name : State Office for Services to Children & Families (formerly Childrens Svc. Div)</p> <p>Mailing Address: 529 SE Grand Portland, OR 97214-2276</p> <p>Phone: (503)781-3074</p> <p>Employer ID# or SS#: _____</p> <p>Effective Date: July 1, 1996</p> <p>Termination Date: June 30, 1997</p> <p>Original Contract Amount:\$ _____</p> <p>Total Amt of Previous Amendments:\$ _____</p> <p>Amount of Amendment: \$ _____</p> <p>Total Amount of Agreement:\$ 164,000</p>	<p>Remittance Address (if different) _____</p> <table style="width:100%;"> <tr> <td style="text-align: center;">Payment Schedule</td> <td style="text-align: center;">Terms</td> </tr> <tr> <td><input checked="" type="checkbox"/> Lump Sum \$ <u>164,000</u></td> <td><input type="checkbox"/> Due on Receipt</td> </tr> <tr> <td><input type="checkbox"/> Monthly \$ _____</td> <td><input type="checkbox"/> Net 30</td> </tr> <tr> <td><input type="checkbox"/> Other\$ _____</td> <td><input type="checkbox"/> Other</td> </tr> <tr> <td colspan="2"><input type="checkbox"/> Requirements contract - Requisition Required</td> </tr> <tr> <td colspan="2">Purchase Order No. _____</td> </tr> <tr> <td colspan="2"><input type="checkbox"/> Requirements Not to Exceed \$ _____</td> </tr> <tr> <td colspan="2">Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/></td> </tr> </table>	Payment Schedule	Terms	<input checked="" type="checkbox"/> Lump Sum \$ <u>164,000</u>	<input type="checkbox"/> Due on Receipt	<input type="checkbox"/> Monthly \$ _____	<input type="checkbox"/> Net 30	<input type="checkbox"/> Other\$ _____	<input type="checkbox"/> Other	<input type="checkbox"/> Requirements contract - Requisition Required		Purchase Order No. _____		<input type="checkbox"/> Requirements Not to Exceed \$ _____		Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/>	
Payment Schedule	Terms																
<input checked="" type="checkbox"/> Lump Sum \$ <u>164,000</u>	<input type="checkbox"/> Due on Receipt																
<input type="checkbox"/> Monthly \$ _____	<input type="checkbox"/> Net 30																
<input type="checkbox"/> Other\$ _____	<input type="checkbox"/> Other																
<input type="checkbox"/> Requirements contract - Requisition Required																	
Purchase Order No. _____																	
<input type="checkbox"/> Requirements Not to Exceed \$ _____																	
Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/>																	

REQUIRED SIGNATURES:

Department Manager: Lorenzo Poe mms Date: 10/31/96

Purchasing Director: _____ Date: _____

(Class II Contracts Only)

County Counsel: Latie Gay Date: 11/13/96

County Chair/Sheriff: Willie Allen Date: 11/26/96

Contract Administration: _____ Date: _____

(Class I, Class II Contracts Only)

VENDOR CODE <u>00 279</u>				VENDOR NAME				TOTAL AMOUNT: \$			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB OBJ	REPT CATEG	LGFS DESCIP	AMOUNT	Inc/Dec Ind.
	395	010	1600			2315			CSD	\$164,000	

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

INTERGOVERNMENTAL AGREEMENT

#

THIS CONTRACT is between STATE OFFICE FOR SERVICES TO CHILDREN AND FAMILIES, hereafter called SOSCF, and

Multnomah County Department of Community and Family Services
CAPCare Plus
421 SW 6th, 7th Floor (Administrative Office)
Portland, Oregon 97204

hereafter called COUNTY.

THE PARTIES AGREE:

1. **DESCRIPTION OF SERVICES.** This agreement covers mutual obligations to provide mental health services to high risk children.

A. County Service Responsibilities. COUNTY'S services under this Agreement shall consist of the following:

1) Assist in identifying children eligible for services. Eligible children are those who are: a) Age 5 through 18; b) Determined not to be eligible for Medicaid; c) Portland Public Schools or Centennial School District students under state requirements; d) Emotionally impaired to the point that they are at risk of inpatient psychiatric hospitalization or long-term residential care; e) Meet other eligibility criteria established by COUNTY; f) Referred by SOSCF.

2) Screen referred children for appropriateness for service using established criteria and a team composed of representatives of each participating agency.

3) Through the use of an inter-agency service planning team, develop a plan of care based on individual treatment and service needs.

4) Refer eligible children to services identified in the child's individual plan. The services will be authorized and coordinated by a managed care coordinator employed by COUNTY.

5) Pursuant to 3. and 4. above, pay for mental health rehabilitative services provided as part of the plan of care. These services may include but are not limited to: evaluation, day treatment, respite care, intensive family-based treatment services, outpatient treatment, skill training and individualized mental health services. Scope of services excludes non mental health related educational services, substance abuse treatment, residential and inpatient treatments. No more than 50% of referred eligibles will be receiving day treatment services.

B. County Administrative Responsibilities.

1) COUNTY shall administer the Children's Capitation/Mental Health Organization.

2) COUNTY will maintain the funding pool for the above Organization.

3) COUNTY will establish a governance structure made up of representatives of each participating agency.

4) COUNTY will develop and maintain a system of care that ensures access to clinically appropriate, culturally competent, cost effective family and community-based services for severely emotionally disturbed youth.

C. SOSCF Responsibilities.

1) An appointed representative of the SOSCF will participate as a member of the established governance structure.

2) SOSCF will participate in service plan discussions for any enrolled child.

3) SOSCF will participate in the interagency planning team.

2. **COMPENSATION.** SOSCF agrees to pay COUNTY a total sum of \$164,000 payable July 1, 1996. This amount is based upon a rate of \$1650 per month for each Non-Medicaid child enrolled for whom SOSCF is the primary referring party. These funds will be used to pay for services identified in the plan of care and authorized by the managed care coordinator and for the development of the Mental Health Organization, including service development for medicaid and non-medicaid children.

3. **TERM.** The term of this Agreement shall be from July 1, 1996 through June 30, 1997, unless sooner terminated under the provisions hereof.

4. **CONTRACT DOCUMENTS.** This Contract consists of this contract document and the attached Conditions of Contract.

MULTNOMAH COUNTY, OREGON

BY Lolingo Poems
Director, Dep't of
Community & Family Services

10/31/96
Date

BY Beverly Stein
Beverly Stein,
Multnomah County Chair

11/26/96
Date

STATE OFFICE FOR SERVICES TO
CHILDREN AND FAMILIES

BY _____
TITLE

Date

BY _____
TITLE

Date

REVIEWED:

LAURENCE KRESSEL, County Counsel
for Multnomah County, Oregon

By Katie Dug
Assistant County Counsel

11/13/96
Date

APPROVED AS TO FORM:

SOSCF ATTORNEY (If Applicable)

By _____
Date

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-8 DATE 11/26/96
DEB BOGSTAD
BOARD CLERK

**STATE OFFICE FOR SERVICES TO CHILDREN AND FAMILIES CONTRACT NO.
CONDITIONS OF INTERGOVERNMENTAL AGREEMENT**

The attached contract for services between STATE OFFICE FOR SERVICES TO CHILDREN AND FAMILIES, herein called "SOSCF", and Multnomah County, herein "COUNTY", is subject to the following:

1. **FUNDS AVAILABLE.** SOSCF certifies that sufficient funds are available and authorized to finance the costs of this agreement. In the event that funds cease to be available to SOSCF in the amounts anticipated, SOSCF may terminate or reduce contract funding accordingly. SOSCF will notify COUNTY as soon as it receives notification from funding source.
2. **INDEPENDENT CONTRACTOR STATUS.** COUNTY is an independent contractor, and neither COUNTY, COUNTY'S subcontractors nor employees are employees of the SOSCF. COUNTY is responsible for all federal, state, and local taxes and fees applicable to payments for services under this agreement.
3. **SUBCONTRACTS AND ASSIGNMENT.** COUNTY shall neither subcontract with others for any of the work prescribed herein, nor assign any of COUNTY'S rights acquired hereunder without the prior written consent of SOSCF. The SOSCF is not liable to any third person for payment of any compensation payable to COUNTY as provided in this agreement.
4. **ACCESS TO RECORDS.** The SOSCF'S authorized representatives shall have access to the books, documents, papers, and records of COUNTY which are directly pertinent to this contract for the purpose of making audit, examination, excerpts, and transcripts.
5. **PROPERTY OF COUNTY.** All work performed by COUNTY under this contract shall be the property of the SOSCF.
6. **WORKERS' COMPENSATION INSURANCE**

COUNTY is self insured for worker's compensation insurance coverage and shall maintain that insurance for the duration of the contract.
7. **INDEMNIFICATION.** To the extent permitted by the Oregon Tort Claim Act and the Oregon Constitution, the COUNTY shall hold harmless, defend, and indemnify the SOSCF and the SOSCF'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 contract.
8. **ADHERENCE TO LAW.** The COUNTY shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this contract.
9. **NONDISCRIMINATION.** COUNTY shall not unlawfully discriminate against any individual with respect to hiring, compensation, terms, conditions, or privileges of employment, nor shall any person be excluded from participating in, be denied the benefits of, or be subjected to discrimination under any program or activity

because of such individual's race, color, religion, sex, national origin, age, handicap, or sexual orientation. COUNTY must comply with all applicable provisions of federal, state, and local laws, regulations, and policies concerning nondiscrimination.

10. **EARLY TERMINATION.**

A. This contract may be terminated by mutual consent of both parties or by either party upon thirty (30) days notice in writing and delivered by certified mail or in person.

B. The SOSCF, by written notice of default, may terminate this agreement if COUNTY fails to provide any part of the services described herein within the time specified for completion of that part or any extension thereof.

C. Upon termination before completion of the services, payment of COUNTY shall be prorated to and including the day of termination and shall be in full satisfaction of all claims by COUNTY against SOSCF under this Agreement.

D. Termination under any provision of this paragraph shall not affect any right, obligation, or liability of COUNTY or liability of COUNTY or SOSCF which accrued prior to termination.

11. **FINAL PAYMENT.**

All final requests for payment must be received within thirty (30) calendar days following the end of this contract term. Final requests for payment documents not received within the specified time frame shall not be processed and the expense shall be the sole responsibility of the COUNTY.

MEETING DATE: November 26, 1996

AGENDA NO: C-9

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Willamette River Accessibility Project Intergovernmental Agreement

BOARD BRIEFING

Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING:

Date Requested: _____

Amount of Time Needed: _____

Consent Calendar

DEPARTMENT: Environmental Services

DIVISION: Transportation

CONTACT: Stan Ghezzi

TELEPHONE #: 3757

BLDG/ROOM#: 446

PERSON(S) MAKING PRESENTATION:

Stan Ghezzi

ACTION REQUESTED:

☐ INFORMATION ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

Approval of an Intergovernmental Agreement with City of Portland Department of Transportation to provide for design and construction of off-bridge approach improvements as part of the Willamette River Bridges Accessibility Project. This Agreement provides for the reimbursement of the 80% Federal share costs for preliminary engineering and construction management services by the City in the amount not to exceed \$400,300.

12/2/96 ORIGINALS TO STAN GHEZZI

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: _____

Lou E. Nicholas

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
96 NOV 15 AM 8:24

ALL ACCOMPANY DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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




MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES
DIVISION OF TRANSPORTATION & LAND USE PLANNING
BRIDGE SECTION
1403 S.E. WATER AVENUE
PORTLAND, OREGON 97214-3333
(503) 248-3757 FAX (503) 248-3812

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:  Larry F. Nicholas, P.E., Director of Transportation

TODAY'S DATE: November 12, 1996

REQUESTED PLACE DATE: November 26, 1996

RE: Willamette River Bridges Accessibility Project Intergovernmental Agreement

RECOMMENDATION/ACTION REQUESTED:

Approval of Intergovernmental Agreement between the City of Portland
Department of Transportation and Multnomah County Bridge Section for the
Willamette River Bridges Accessibility Project.

BACKGROUND/ANALYSIS

Seven non-freeway Willamette River bridges in Portland owned by Multnomah County and ODOT provide vital multi-modal transportation connections for the City and region. Crossing these bridges is critical for many pedestrians, people with disabilities, and bicyclists. However, there are still many barriers for pedestrians, the disabled persons, and cyclists on these bridges and bridge approaches.

In response to the above concerns, Multnomah County developed the Willamette River Bridges Accessibility Project which began with a comprehensive study and final report in August 1994. The study process included the City, Metro, a wide range of active community interest groups, and public meetings. The final report identified 38 high priority accessibility improvements (sub-projects) for the seven bridges to be completed in two or more phases. On August 18, 1994, Multnomah County adopted Resolution 94-153 approving the Willamette River Bridges Accessibility Project Final Report with its 38 recommended sub-projects.

The County entered into an agreement with ODOT for \$1 million in Federal funds under the Congestion Mitigation and Air Quality (CMAQ) Program to complete design and construction of Phase I work, consisting of 3 on-bridge improvements and 13 off-bridge approach improvements on mostly city owned streets and property. Portland Transportation Engineering & Development has agreed to manage design and construction of the 13 off-bridge approach improvements (total estimated cost of \$400,300) for the County and pay most of the 20% local match share funding required for these improvements under terms of this Intergovernmental Agreement.

FINANCIAL IMPACT

This Agreement will provide for the reimbursement of construction and preliminary engineering costs from Multnomah County to the City of Portland in an amount not to exceed \$400,300.

LEGAL ISSUES

No known legal issues.

CONTROVERSIAL ISSUES

No known controversial issues.

LINK TO CURRENT COUNTY POLICIES

Provide a safe transportation system for the traveling public.

CITIZEN PARTICIPATION

No citizen input was sought for this Intergovernmental Agreement.

OTHER GOVERNMENT PARTICIPATION

Intergovernmental Agreement must also be approved by the City of Portland.



CONTRACT APPROVAL FORM
(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 300757

Amendment # _____

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$25,000	<input type="checkbox"/> Professional Services over \$25,000 <input type="checkbox"/> Professional Services over \$25,000 <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Intergovernmental Agreement <div style="text-align: center;"> APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>C-9</u> DATE <u>11/26/96</u> <u>DEB BOGSTAD</u> BOARD CLERK </div>

Department Environmental Services Division Transportation Date November 13, 1996
 Contract Originator Stan Ghezzi Phone 248-3595 Bldg/Room 446
 Administrative Contact _____ Phone 248-3595 Bldg/Room 446
 Description of Contract Reimbursement to City of Portland for the design and construction of 13 off-bridge Willamette River Bridges Accessibility improvements.

RFP/BID # _____ Date of RFP/BID _____ Exemption Exp. Date _____
 ORS/AR # _____ Contractor is ☐ MBE ☐ MBE ☐ MBE

Contractor Name City of Portland Dept. of Transp.
 Mailing Address 1120 SW 5th Avenue
Portland, OR 97204

Phone (503) 823-7723

Employer ID# or SS# _____

Effective Date Upon Execution

Termination Date Upon Completion

Original Contract Amount \$ 400,300

Total Amount of Previous Amendments \$ _____

Amount of Amendments \$ _____

Total Amount of Agreement \$ _____

REQUIRED SIGNATURES:

Department Manager [Signature]

Purchasing Director _____

(Class II Contracts Only) _____

County Counsel _____

County Chair / Sheriff [Signature]

Contract Administration _____

(Class I, Class II Contracts Only)

Remittance Address _____
 (If Different) _____

Payment Schedule

Terms

☐ Lump Sum \$ _____ ☐ Due on receipt
☐ Monthly \$ _____ ☐ Net 30
☐ Other \$ _____ ☐ Other _____

☐ Requirements contract - Requisition required.

Purchase Order No. _____

☐ Requirements Not to Exceed \$ _____

Encumber: Yes ☐ No ☐

Date 11/16/96

Date _____

Date November 26, 1996

Date November 26, 1996

Date _____

VENDOR CODE				VENDOR CODE				TOTAL AMOUNT		\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SPC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/DEC IND
01.	161	030	6701								
02.											
03.											

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

INTERGOVERNMENTAL AGREEMENT

This is an agreement between Multnomah County (County) and the City of Portland (City) to provide for design and construction of off-bridge approach improvements as part of the Willamette River Bridges Accessibility Project.

RECITALS

1. The Multnomah County Comprehensive Framework Plan and the Transportation Element of the City of Portland Comprehensive Plan call for the on-going development and improvement of the pedestrian and bicycle network in the Metro area.
2. Access to the Willamette River bridges in Portland for pedestrians, people with disabilities, and bicyclists is critical to meet local and state multi-modal policy objectives for alternative modes of transportation.
3. The County Department of Environmental Services, Transportation Division in a cooperative effort with the City, Metro, and community interest groups have developed the Willamette River Bridges Accessibility Project (WRBAP). This project identified existing multi-modal bridge circulation problems and presented opportunities for improving access for pedestrians, people with disabilities, and bicyclists to and across the bridges in Portland.
4. On August 18, 1994, the County adopted Resolution 94-153 approving the WRBAP Final Report with 38 recommended sub-projects to improve accessibility to Willamette River bridges in Portland to be completed in two or more phases.
5. The County has secured approximately \$1.0 million in Federal funds under the Congestion Mitigation and Air Quality (CMAQ) Program to complete design and construction of Phase I improvements identified in the WRBAP Final Report involving seven Willamette River bridges in Portland.
6. The Phase I sub-projects will be designed and constructed under three contracts or "Units" for which three separate applications (prospectuses) have been forwarded to ODOT by the County for Federal funding approval and reimbursement process.
7. Units I and II work consists of three on-bridge sub-projects under direct management of the County.
8. Unit III work, with an estimated total cost of \$400,300 as summarized in **Exhibit A**, will be managed and implemented by the City for the County under terms of this Agreement.
9. County and City will both perform the above in conformance with ODOT/Local Agency procedures covered in the special provisions of the ODOT/County Agreement for this Project and as shown in **Exhibit B** (Attachments No. 1 & No. 3).

NOW, THEREFORE, the parties agree as follows:

1. City Obligations
 - (a) City shall perform all necessary Preliminary Engineering (field surveys, final design, construction plans and other contract documents) and manage the construction contract for the Unit III work itemized in **Exhibit A** and in accordance with ODOT conditions outlined in **Exhibit B**.

- (b) City shall transmit 90% complete preliminary construction plans, special specifications, and estimate for the Unit III off-bridge improvement contract to the County not later than May 1, 1997 for County review and transmit the same material at 95% complete no later than May 15, 1997 for transmittal to ODOT to meet the ODOT review and processing schedule for their September 1997 bid advertisement date .
- (c) Upon execution of this Agreement, City shall finalize its work schedule and reporting procedures with the County to meet the ODOT submittal deadlines covered in Paragraph 1(b) and to properly coordinate Unit III design and construction with other bridge activities.
- (d) City Project staff shall meet with the County Project staff on regular basis during the PE period to review Unit III progress and plans, and to provide the County with updated PE and construction estimates for the proposed Unit III work. If necessary, City shall give recommendations for deletions or additions to Unit III work and adjustment of Unit III funding allocations resulting from deletions or additions.
- (e) City shall pay the local 20% share for preliminary engineering of all the Unit III work as shown on **Exhibit A**.
- (f) City shall pay the local 20% share for construction/construction engineering of sub-projects listed on **Exhibit A** except for the 20% share for construction/construction engineering of the Ross Island (6) and (8b) sub-projects to be paid by ODOT as noted in Exhibit A. City shall deposit this local share amount into the Local Government Investment Pool (LGIP).
- (g) City shall keep accurate cost accounting records and submit periodic billings on not more than a monthly basis to the County for reimbursement of the 80% Federal share costs for preliminary engineering and construction management services by the City for Unit III work.
- (h) The City shall provide the County and/or ODOT any additional documentation as may be requested by the County or ODOT for the ODOT/FHWA approval/funding process during Preliminary Engineering and Construction phases of Unit III work.
- (I) The City Council shall adopt an ordinance authorizing its City Officials to enter into and execute this Agreement.

2. County Obligations

- (a) County shall review with the City, finalize and approve the Unit III work schedule and reporting procedures prepared by the City as covered in Paragraph 1(c).
- (b) County Project staff shall meet with City Project staff on regular basis to review progress and plans and make any necessary adjustments to the Unit III funding allocations and/or sub-projects as covered in Paragraph 1(d) and shown on **Exhibit A**.
- (c) County shall forward to ODOT in a timely manner any Unit III reports, plans, and other contract documents received from the City as requested from ODOT to meet the schedule covered in Paragraph 1(b).
- (d) County shall process payments in a timely manner for billings received from the City for reimbursement of the 80% Federal share for PE and construction management services performed by the City on Unit III work covered in Paragraph 1(g) when reimbursement is received from ODOT.

- (e) The County Commission shall adopt an ordinance authorizing its County officials to enter into and execute this Agreement

3. City and County Project Managers

- (a) The City Project Manager shall be Don Coville, P.E. or such other person as shall be designated by the City Engineer and Chief of Transportation Engineering & Development.
- (b) The County Project Manager shall be Ed Wortman, P.E. or such other person as shall be designated by the County Department of Environmental Services - Bridge Section.
- (c) The Project Managers are authorized to approve work and give notices referred to herein, to deliver notice to terminate this Agreement as provided herein, and to carry out any other City or County actions referred to herein.

4. Termination of Agreement

This agreement may be terminated by mutual agreement of the parties in the event the contract bid process for Unit III sub-projects does not result in awarding a construction contract or after final completion of Unit III construction and after all payments/reimbursements/obligations required by the parties under this Agreement have been completed.

5. Amendments

By mutual agreement this Agreement may be amended by a written document signed by the authorized representatives of each party.

6. Compliance with Laws

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

7. 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 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.

8. Indemnification

- (a) To the extent permitted by Oregon law, 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 negligence under this Agreement.

- (b) To the extent permitted by Oregon law, the City shall hold harmless, defend, and indemnify the County and the County's officers, agents, and employees against all claims, demands, actions, and suits (including all attorney's fees and costs) brought against them arising from the City's negligence under this Agreement.

9. Assignment

The City shall not assign this agreement, in whole or in part, or any right or obligation hereunder, without prior written approval of the County which shall not be unreasonably withheld.

CITY OF PORTLAND

By: Vera Katz
Mayor

Date: 11/3/94

By: Barbara Blum
Auditor

APPROVED AS TO FORM:

[Signature]
Deputy City Attorney

COUNTY OF MULTNOMAH

By: Beverly Stein
Chair Beverly Stein

Date: November 26, 1996

REVIEWED:

[Signature]
Assistant County Counsel John Thomas

**APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS**

**AGENDA # C-9 DATE 11/26/96
DEB BOGSTAD
BOARD CLERK**

Willamette River Bridges Accessibility Project
City Work (Unit III)

Cost Estimate Summary

Ref. No	<u>Off Bridge Improvements</u>	25% Prelim. Engineering	Construction	15% Const. Engr. & 25% Conting	Total
	St Johns Bridge	\$	\$	\$	\$
1	Syracuse / Philadelphia Inters.	4600	18400	7400	30400
8	St Helens / Bridge Ave Inters.	875	3500	1325	5700
	Broadway Bridge				
1B	Broadway / Flint / Wheeler Inters	6900	27600	11100	45600
	Burnside Bridge				
4	Burnside / MLK Intersection	3875	15500	6325	25700
6	W. Bound Bike Lanes W. of MLK	875	3500	1325	5700
7B	East Bound Bike Lanes - E. of 2nd Ave.	1300	5200	2100	8600
8	Burnside / 2nd Ave Intersection	3225	12900	5175	21300
	Morrison Bridge				
3B	Water Avenue / Yamhill Intersection	750	3000	1250	5000
6B	2nd Avenue Crosswalks	6800	27200	10800	44800
	Hawthorne Bridge				
7	Westside Improvements	12500	50000	19800	82300
	Sellwood Bridge				
5B	Greenway Trail Crossing	5200	20800	8400	34400
	Sub Totals	46900	187600	75000	309500
	Ross Island Bridge *				
6	Kelly Ramp Modification	10625	42500	16875	70000
8B	Ped Xing @ Front Ave Ramp	3150	12600	5050	20800
	Sub Total	13775	55100	21925	90800
	Grand Totals	60675	242700	96925	400300

* Local 20% share for construction/const. engr. to be paid by ODOT

Exhibit A

ATTACHMENT NO. 1

SPECIAL PROVISIONS

1. Agency or its consultant shall, as a federal-aid participating preliminary engineering function, conduct the necessary field surveys, environmental studies, traffic investigations, identify and obtain all required permits, and perform all preliminary engineering and design work required to produce final plans, preliminary/final specifications and cost estimates.
2. Agency shall, upon ODOT's award of construction contract, furnish all construction engineering, field testing of materials, technical inspection and project manager services for administration of the contract. The State shall obtain "Record Samples" at specified intervals for testing in the State Materials Laboratory in Salem.
3. Agency insures that all project right-of-way monumentation will be conducted in conformance with ORS 209.150.
4. Agency shall conform with requirements of the Oregon Action Plan, and if necessary shall appoint and direct the activities of a Citizen's Advisory Committee and Technical Advisory Committee, conduct any required public hearings and recommend the preferred alternative.
5. Agency agrees that the minimum design standards shall be in accordance with the 1992 Oregon Bike Plan.
6. Agency shall, upon completion of the project, maintain the bike paths within Agency jurisdiction, at their own expense.
7. Agency shall, upon completion of the project, submit an annual (Federal FY) progress report to ODOT on or before November 15th. The progress report as shown in Attachment 3, attached hereto and by this reference made a part hereof, should be sent to the Region 1 Manager (123 Northwest Flanders Street, Portland, OR 97209) with copies to Region Planning (same address), Public Transit (Transportation Building, Room 131, Salem, OR 97310) and Environmental Services (1158 Chemeketa St. NE, Salem, OR 97310) in order to fulfill ODOT's requirement to report the progress and benefits of the CMAQ program to FHWA and to the Oregon Transportation Commission.

Exhibit B

Page 2 of 2

ATTACHMENT 3

Please fill out and submit the following Progress Report as directed in Attachment 2, (Special Provisions). Submit a separate report for each park & ride site/CMAQ funded project.

PLEASE NOTE: If your project is a park & ride, please complete the entire report. Otherwise, complete items 1, 2, and any other applicable items.

Project name _____
(as submitted on original prospectus)

Agreement No. _____ Project year _____

PROGRESS REPORT

1. Annual VMT (Vehicle Miles Traveled) reduction _____ (VMT)
2. Actual daily emission reduction of VOC _____ (Kg/day)
NOx _____ (Kg/day) CO _____ (Kg/day)
3. Average daily SOV (Single Occupancy Vehicles) eliminated from peak traffic.
Show split between Park & Ride vs. Park & Pooler.
Park & Ride _____ Park & Poolers _____
4. Average daily occupancy rate of Park & Ride vs. number of spaces in lot.
Spaces occupied _____ Spaces in lot _____
5. Percentage of filled spaces - Park & Ride vs. Park & Poolers.
Park & Ride _____ % Park & Poolers _____ %

Submitting Organization _____

Prepared by _____

Title _____ Phone _____

Date _____

ORDINANCE No. 17 06 99

* Intergovernmental agreement with Multnomah County to provide bridge approach improvements for the Willamette River Bridges Accessibility Project. (Ordinance)

The City of Portland ordains:

Section 1. The Council finds:

1. Providing convenient and safe access to and across the Willamette River (non-freeway) bridges for pedestrians, people with disabilities, and bicyclists is critical in meeting local and state multi-modal transportation policy objectives for alternative modes of transportation.
2. The County Department of Environmental Services in a cooperative effort with City, Metro, and community interest groups have developed the Willamette River Bridges Accessibility Project (WRBAP) to analyze accessibility problems and develop solutions for improved access to and across Willamette River bridges in Portland.
3. The County Commission adopted Resolution 94-153 in August 1994 approving the WRBAP Final Report recommending 38 sub-projects to improve access on approaches and across seven Willamette River bridges owned by the County or ODOT. These sub-projects are to be implemented in two or more phases as funding becomes available.
4. The County has secured through ODOT approximately \$1.0 million in Federal Congestion Mitigation & Air Quality (CMAQ) Funds for Phase I work to design and construct 3 on-bridge sub-projects and 13 off-bridge approach sub-projects.
5. The City has offered to design, construct, and pay the local match share for 13 off-bridge approach sub-projects for the County. These sub-projects include sidewalk in-fill, curb ramps, signalized crosswalks, and bike lanes on mostly City-owned and maintained streets.
6. Funds to pay the local match are available in the Approved 1996-97 Transportation Engineering and Development Budget.
7. An agreement has been jointly prepared by City and County staffs for City Council and County Commission approval and execution.

NOW, THEREFORE, the Council directs:

- a. The Mayor and the Auditor are hereby authorized to enter into an agreement similar in form to the agreement attached to the original of this Ordinance, and by this reference made a part hereof.

170699

Section 2. The Council declares that an emergency exists because delay in executing this agreement would delay completion of construction and the safety benefits to be derived from completion of this project; therefore, this Ordinance shall be in force and effect from and after its passage by Council.

Passed by the Council, NOV 06 1996

Commissioner Charlie Hales
Mulvey Johnson:tab
October 28, 1996
\\Projects\\3387\\Agmt-Ord

BARBARA CLARK
AUDITOR OF THE CITY OF PORTLAND
BY *Britta Olson*
DEPUTY

MEETING DATE: NOV 26 1996

AGENDA NO: C-10

ESTIMATED START TIME: 9:30

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Request Approval of Deed to Contract Purchaser for Completion of Contract.

BOARD BRIEFING: Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: _____

Amount of Time Needed: Consent

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Kathy Tuneberg TELEPHONE #: 248-3590

BLDG/ROOM #: 166/300/Tax Title

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Request approval of deed to contract purchaser, WILLIAM D. BARNES, for completion of Contract #15622 (Property repurchased by former owner).

Deed D971381 and Board Order attached.

12/31/96 ORIGINAL DEED & COPY OF ALL
TO TAX TITLE

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

(OR)

DEPARTMENT MANAGER: James W. DeLong R. Nicholas

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

12/95

BOARD OF
COUNTY COMMISSIONERS
NOV - 8 AM 10:07
MULTNOMAH COUNTY
OREGON

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the matter of the Execution of)
Deed D971381 Upon Complete Performance of)
a Contract to)

ORDER
96-203

WILLIAM D. BARNES)

It appearing that heretofore, on October 3, 1991, Multnomah County entered into a contract with WILLIAM D. BARNES for the sale of the real property hereinafter described; and

That the above contract purchaser have fully performed the terms and conditions of said contract and are now entitled to a deed conveying said property to said purchaser;

NOW THEREFORE, it is hereby ORDERED that the Chair of the Multnomah County Board of County Commissioners execute a deed conveying to the contract purchaser the following described real property, situated in the County of Multnomah, State of Oregon:

LOT 6, BLOCK 10, FOXCHASE ADD, a recorded subdivision in Multnomah County, State of Oregon.

Dated at Portland, Oregon this 26th day of November, 1996.

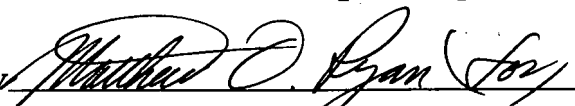


BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON


Beverly Stein, Chair

REVIEWED:

Laurence Kressel, County Counsel
for Multnomah County, Oregon

By 
Matthew O. Ryan, Assistant County Counsel

DEED D971381

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to WILLIAM D. BARNES, Grantee, the following described real property, situated in the County of Multnomah, State of Oregon:

LOT 6, BLOCK 10, FOXCHASE ADD, a recorded subdivision in Multnomah County, State of Oregon.

The true and actual consideration paid for this transfer, stated in terms of dollars is \$14,308.41.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

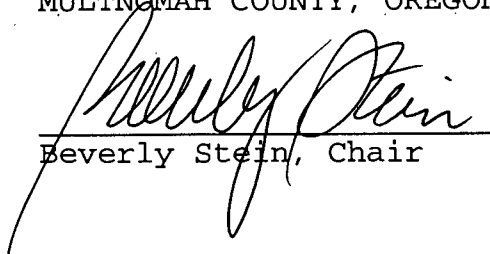
Until a change is requested, all tax statements shall be sent to the following address:

WILLIAM D. BARNES, PO BOX 5125, PORTLAND, OR 97208-5125

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 26th day of November, 1996, by authority of an Order of the Board of County Commissioners heretofore entered of record.



BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON


Beverly Stein, Chair

REVIEWED:

Laurence Kressel, County Counsel
for Multnomah County, Oregon

DEED APPROVED:

Janice Druian, Director
Assessment & Taxation

By 

Matthew O. Ryan, Assistant County Counsel

By 

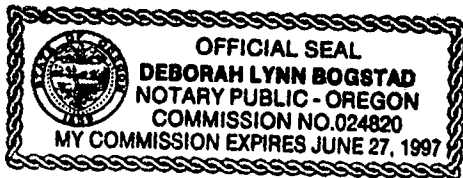
K. A. Tuneberg

After recording, return to Multnomah County Tax Title/166/300

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

On this 26th day of November, 1996, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Beverly Stein, Chair, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of Multnomah County.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first in this, my certificate, written.



Deborah Lynn Bogstad
Notary Public for Oregon
My Commission expires: 6/27/97

MEETING DATE: NOV 26 1996

AGENDA NO: C-11

ESTIMATED START TIME: 9:30

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Request Approval of Deed to Contract Purchaser for Completion of Contract.

BOARD BRIEFING: Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: _____

Amount of Time Needed: Consent

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Kathy Tuneberg TELEPHONE #: 248-3590

BLDG/ROOM #: 166/300/Tax Title

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg

ACTION REQUESTED:

[] INFORMATIONAL ONLY [] POLICY DIRECTION [X] APPROVAL [] OTHER

SUGGESTED AGENDA TITLE:

Request approval of deed to contract purchaser, MICHAEL TROJAN, for completion of Contract #15806 (Property purchased at auction).

Deed D971382 and Board Order attached.

12/3/96 ORIGINAL DEED & COPIES OF
ALL TO TAX TITLE

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

(OR)

DEPARTMENT MANAGER: James M. Dr. Larry K. Kiehl

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the matter of the Execution of)
Deed D971382 Upon Complete Performance of)
a Contract to)
)
)

ORDER
96-204

MICHAEL TROJAN

It appearing that heretofore, on March 21, 1996, Multnomah County entered into a contract with MICHAEL TROJAN for the sale of the real property hereinafter described; and

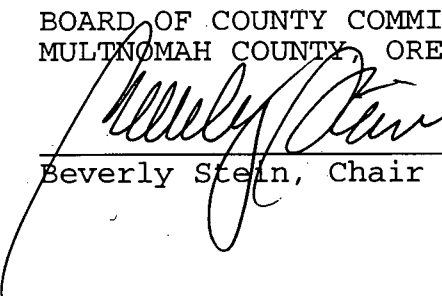
That the above contract purchaser have fully performed the terms and conditions of said contract and are now entitled to a deed conveying said property to said purchaser;

NOW THEREFORE, it is hereby ORDERED that the Chair of the Multnomah County Board of County Commissioners execute a deed conveying to the contract purchaser the following described real property, situated in the County of Multnomah, State of Oregon:

DESCRIBED ON EXHIBIT A

Dated at Portland, Oregon this 26th day of November, 1996.

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON


Beverly Stein, Chair



REVIEWED:

Laurence Kressel, County Counsel
for Multnomah County, Oregon

By


Matthew O. Ryan, Assistant County Counsel

EXHIBIT A

That part of Lots 3 and 4 of the duly recorded plat of EAGLES NEST, Multnomah County, Oregon, described as commencing at the most Northerly corner of said Lot 4; thence Southeasterly along the Northeasterly line of said Lot 4 along the arc of a 40-foot radius curve through a central angle of $36^{\circ}00'$, a distance of 25.13 feet to the actual point of beginning; thence continuing along said 40-foot radius curve through a central angle of $16^{\circ}50'14''$, a distance of 11.76 feet; thence South $33^{\circ}30'$ West, 85.00 feet; thence South $11^{\circ}55'15''$ East, 71.61 feet to an angle point in the South line of said Lot 3; thence North $85^{\circ}45'39''$ West, 98.78 feet to the Southwest corner of said Lot 4; thence North $0^{\circ}38'24''$ East along the West line of said Lot 4, 73.00 feet; thence South $86^{\circ}11'43''$ East, 72.67 feet; thence North $33^{\circ}30'$ East, 85.00 feet to the point of beginning.

The basis of bearings in this description is the plat of EAGLES NEST.

DEED D971382

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to MICHAEL TROJAN, Grantee, the following described real property, situated in the County of Multnomah, State of Oregon:

DESCRIBED ON EXHIBIT A

The true and actual consideration paid for this transfer, stated in terms of dollars is \$26,240.00.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

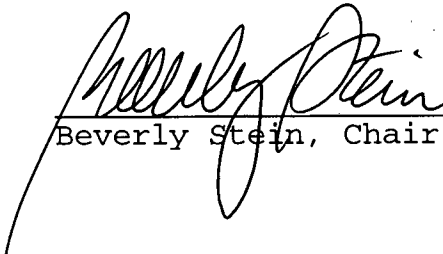
Until a change is requested, all tax statements shall be sent to the following address:

MICHAEL TROJAN, 16217 SW SHELTON ST, BEAVERTON OR 97007

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 26th day of November, 1996, by authority of an Order of the Board of County Commissioners heretofore entered of record.



BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON


Beverly Stein, Chair

REVIEWED:

Laurence Kressel, County Counsel
for Multnomah County, Oregon

DEED APPROVED:

Janice Druian, Director
Assessment & Taxation

By 

Matthew O. Ryan, Assistant County Counsel

By 

K. A. Tuneberg

After recording, return to Multnomah County Tax Title/166/300

EXHIBIT A

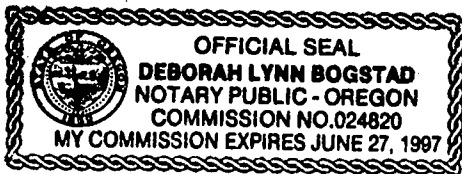
That part of Lots 3 and 4 of the duly recorded plat of EAGLES NEST, Multnomah County, Oregon, described as commencing at the most Northerly corner of said Lot 4; thence Southeasterly along the Northeasterly line of said Lot 4 along the arc of a 40-foot radius curve through a central angle of $36^{\circ}00'$, a distance of 25.13 feet to the actual point of beginning; thence continuing along said 40-foot radius curve through a central angle of $16^{\circ}50'14''$, a distance of 11.76 feet; thence South $33^{\circ}30'$ West, 85.00 feet; thence South $11^{\circ}55'15''$ East, 71.61 feet to an angle point in the South line of said Lot 3; thence North $85^{\circ}45'39''$ West, 98.78 feet to the Southwest corner of said Lot 4; thence North $0^{\circ}38'24''$ East along the West line of said Lot 4, 73.00 feet; thence South $86^{\circ}11'43''$ East, 72.67 feet; thence North $33^{\circ}30'$ East, 85.00 feet to the point of beginning.

The basis of bearings in this description is the plat of EAGLES NEST.

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

On this 26th day of November, 1996, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Beverly Stein, Chair, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of Multnomah County.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first in this, my certificate, written.



Deborah Lynn Bogstad

Notary Public for Oregon
My Commission expires: 6/27/97

MEETING DATE: NOV 26 1996

AGENDA NO: C-12

ESTIMATED START TIME: 9:30

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Request Approval of Deed to Contract Purchaser for Completion of Contract.

BOARD BRIEFING: Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: _____

Amount of Time Needed: Consent

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Kathy Tuneberg TELEPHONE #: 248-3590

BLDG/ROOM #: 166/300/Tax Title

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Request approval of deed to contract purchaser, MARGARET LEWIS, for completion of Contract #15771 (Property repurchased by former owner).

Deed D971383 and Board Order attached.

12/3/96 ORIGINAL DEED & COPIES OF
ALL TO TAX TITLE

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

(OR)

DEPARTMENT MANAGER: James M. Dr. Larry E. Licholais

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 NOV - 8 AM 10:00
MULTNOMAH COUNTY
OREGON

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the matter of the Execution of)
Deed D971383 Upon Complete Performance of)
a Contract to)

ORDER
96- 205

MARGARET LEWIS)

It appearing that heretofore, on January 19, 1995, Multnomah County entered into a contract with MARGARET LEWIS for the sale of the real property hereinafter described; and

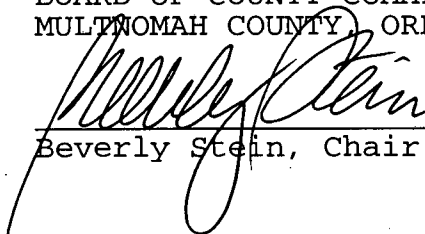
That the above contract purchaser have fully performed the terms and conditions of said contract and are now entitled to a deed conveying said property to said purchaser;

NOW THEREFORE, it is hereby ORDERED that the Chair of the Multnomah County Board of County Commissioners execute a deed conveying to the contract purchaser the following described real property, situated in the County of Multnomah, State of Oregon:

N 37.5' OF LOT 3, BLOCK 19, CLIFFORD ADD, a recorded subdivision in Multnomah County, State of Oregon.

Dated at Portland, Oregon this 26th day of November, 1996.

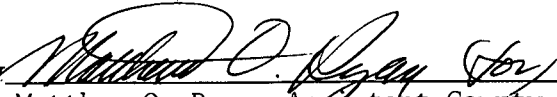
BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON


Beverly Stein, Chair



REVIEWED:

Laurence Kressel, County Counsel
for Multnomah County, Oregon

By 
Matthew O. Ryan, Assistant County Counsel

DEED D971383

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to MARGARET LEWIS, Grantee, the following described real property, situated in the County of Multnomah, State of Oregon:

N 37.5' OF LOT 3, BLOCK 19, CLIFFORD ADD, a recorded subdivision in Multnomah County, State of Oregon.

The true and actual consideration paid for this transfer, stated in terms of dollars is \$6,299.21.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

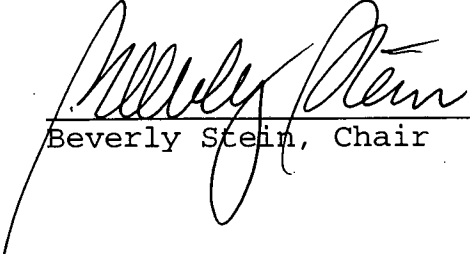
Until a change is requested, all tax statements shall be sent to the following address:

MARGARET LEWIS, 4726 N KERBY AV, PORTLAND OR 97217

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 26th day of November, 1996, by authority of an Order of the Board of County Commissioners heretofore entered of record.




BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON


Beverly Stein, Chair


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

DEED APPROVED:
Janice Druian, Director
Assessment & Taxation

By


Matthew O. Ryan, Assistant County Counsel

By

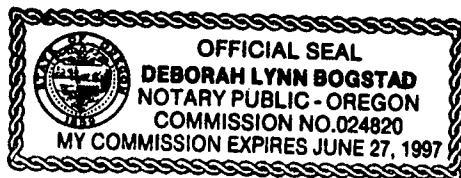

K. A. Tuneberg

After recording, return to Multnomah County Tax Title/166/300

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

On this 26th day of November, 1996, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Beverly Stein, Chair, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of Multnomah County.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first in this, my certificate, written.



Deborah Lynn Bogstad
Notary Public for Oregon
My Commission expires: 6/27/97

MEETING DATE: NOV 26 1996

AGENDA NO: C-13

ESTIMATED START TIME: 9:30

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Request Approval of Deed to Contract Purchaser for Completion of Contract.

BOARD BRIEFING: Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: _____

Amount of Time Needed: Consent

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Kathy Tuneberg TELEPHONE #: 248-3590

BLDG/ROOM #: 166/300/Tax Title

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg

ACTION REQUESTED:

[] INFORMATIONAL ONLY [] POLICY DIRECTION [X] APPROVAL [] OTHER

SUGGESTED AGENDA TITLE:

Request approval of deed to contract purchaser, JEFFREY PAUL FISH, for completion of Contract #15805 (Property purchased at auction by JEFFREY PAUL FISH).

Deed D971384 and Board Order attached.

12/3/96 ORIGINAL DEED & COPIES OF ALL TO
TAX TITLE

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

(OR)

DEPARTMENT MANAGER: James M. Dr. [Signature]

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 NOV 14 AM 10:40
MULTNOMAH COUNTY
OREGON

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the matter of the Execution of)
Deed D971384 Upon Complete Performance of)
a Contract to)

ORDER
96- 206

JEFFREY PAUL FISH)

It appearing that heretofore, on March 21, 1996, Multnomah County entered into a contract with JEFFREY PAUL FISH for the sale of the real property hereinafter described; and

That the above contract purchaser have fully performed the terms and conditions of said contract and are, now entitled to a deed conveying said property to said purchaser;

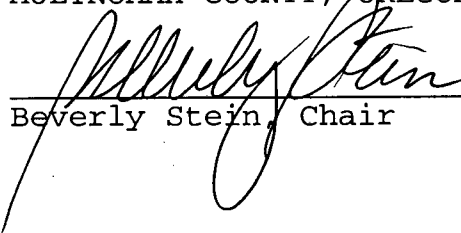
NOW THEREFORE, it is hereby ORDERED that the Chair of the Multnomah County Board of County Commissioners execute a deed conveying to the contract purchaser the following described real property, situated in the County of Multnomah, State of Oregon:

DESCRIBED ON EXHIBIT A

Dated at Portland, Oregon this 26th day of November, 1996.



BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON


Beverly Stein, Chair

REVIEWED:

Laurence Kressel, County Counsel
for Multnomah County, Oregon

By 

Matthew O. Ryan, Assistant County Counsel

EXHIBIT A

That part of Lot 3 of the duly recorded plat of EAGLES NEST, Multnomah County, Oregon, described as beginning at the Northeast corner of said Lot 3; thence South $7^{\circ}11'50''$ East, 92.84 feet to an angle point in the boundary of said Lot 3; thence North $88^{\circ}37'30''$ West, 40.00 feet to an angle point in the boundary of said Lot 3; thence South $0^{\circ}27'00''$ West, 50.00 feet to an angle point in the boundary of said Lot 3; thence North $88^{\circ}37'30''$ West, 28.10 feet to an angle point in the boundary of said Lot 3; thence North $11^{\circ}55'15''$ West, 71.61 feet; thence North $33^{\circ}30'$ East, 85.00 feet to a point in the North line of said Lot 3; thence Easterly along the Northerly line of said Lot 3 along the arc of a 40-foot radius curve through a central angle of $36^{\circ}00'$, a distance of 25.13 feet to the point of beginning.

The basis of bearings in this description is the plat of EAGLES NEST.

DEED D971384

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to JEFFREY PAUL FISH, Grantee, the following described real property, situated in the County of Multnomah, State of Oregon:

DESCRIBED ON EXHIBIT A

The true and actual consideration paid for this transfer, stated in terms of dollars is \$31,000.00.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

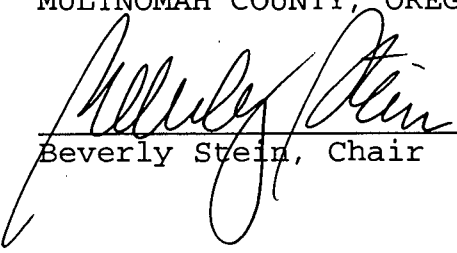
Until a change is requested, all tax statements shall be sent to the following address:

JEFFREY PAUL FISH, 1834 SW 58TH AVE STE 206, PORTLAND OR 97221

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 26th day of November, 1996, by authority of an Order of the Board of County Commissioners heretofore entered of record.



BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON


Beverly Stein, Chair

REVIEWED:

Laurence Kressel, County Counsel
for Multnomah County, Oregon

DEED APPROVED:

Janice Druian, Director
Assessment & Taxation

By 

Matthew O. Ryan, Assistant County Counsel

By 

K. A. Tuneberg

After recording, return to Multnomah County Tax Title/166/300

EXHIBIT A

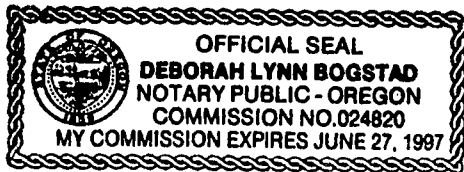
That part of Lot 3 of the duly recorded plat of EAGLES NEST, Multnomah County, Oregon, described as beginning at the Northeast corner of said Lot 3; thence South $7^{\circ}11'50''$ East, 92.84 feet to an angle point in the boundary of said Lot 3; thence North $88^{\circ}37'30''$ West, 40.00 feet to an angle point in the boundary of said Lot 3; thence South $0^{\circ}27'00''$ West, 50.00 feet to an angle point in the boundary of said Lot 3; thence North $88^{\circ}37'30''$ West, 28.10 feet to an angle point in the boundary of said Lot 3; thence North $11^{\circ}55'15''$ West, 71.61 feet; thence North $33^{\circ}30'$ East, 85.00 feet to a point in the North line of said Lot 3; thence Easterly along the Northerly line of said Lot 3 along the arc of a 40-foot radius curve through a central angle of $36^{\circ}00'$, a distance of 25.13 feet to the point of beginning.

The basis of bearings in this description is the plat of EAGLES NEST.

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

On this 26th day of November, 1996, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Beverly Stein, Chair, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of Multnomah County.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first in this, my certificate, written.



Deborah Lynn Bogstad
Notary Public for Oregon
My Commission expires: 6/27/97

MEETING DATE: NOV 26 1996
AGENDA #: C-14
ESTIMATED START TIME: 9:30

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: IGA BETWEEN THE SHERIFF'S OFFICE AND ODOT

BOARD BRIEFING: DATE REQUESTED: _____
REQUESTED BY: _____
AMOUNT OF TIME NEEDED: _____

REGULAR MEETING: DATE REQUESTED: NEXT AVAILABLE DATE
AMOUNT OF TIME NEEDED: 5 MINUTES

DEPARTMENT: SHERIFF'S OFFICE DIVISION: ENFORCEMENT

CONTACT: Sgt. Dave Hadley TELEPHONE #: 666-6377
BLDG/ROOM #: 313/204

PERSON(S) MAKING PRESENTATION: NO ONE - CONSENT ITEM

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

INTERGOVERNMENTAL AGREEMENT BETWEEN OREGON DEPT OF TRANSPORTATION AND THE SHERIFF'S OFFICE, CONTRACT #800847, GRANT PROJECT #J7-97-12-28, TO INVOLVE A MULTI-AGENCY EFFORT TO ENHANCE DUII ENFORCEMENT IN MULTNOMAH COUNTY. (RENEWAL)

12/2/96 ORIGINALS TO LARRY AAB

SIGNATURES REQUIRED:

ELECTED
OFFICIAL: _____

(OR)

DEPARTMENT
MANAGER: _____

Phil Hedgpeth

BOARD OF
COUNTY COMMISSIONERS
96 NOV 18 AM 11:29
MULTNOMAH COUNTY
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

Contract # **800847**

Prior-Approved Contract Boilerplate: ☐ Attached: ☐ Not Attached:

Amendment #

CLASS I <input type="checkbox"/> Professional Services under \$25,000 <input type="checkbox"/> Intergovernmental Agreement under \$25,000	CLASS II <input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	CLASS III <input checked="" type="checkbox"/> Intergovernmental Agreement over \$25,000 APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>C-14</u> DATE <u>11/26/96</u> DEB BOGSTAD BOARD CLERK
--	---	--

Department: SHERIFF'S OFFICE Division: ENFORCEMENT Date: NOVEMBER 6, 1996
 Contract Originator: SGT. DAVE HADLEY Phone: Bldg/Room:
 Administrative Contact: LARRY AAB Phone: 251-2489 Bldg/Room: 313/228
 Description of Contract:

A MULTI-AGENCY EFFORT TO ENHANCE DUII ENFORCEMENT IN MULTNOMAH COUNTY
PROJECT #J7-97-12-28.

BID #: Date of RFP/BID: Exemption Expiration Date:
 ORS/AR #: Contractor is ☐ MBE ☐ WBE ☐ QRF

Contractor Name: OREGON DEPT OF TRANSPORTATION MILL CREEK BUILDING 555 13TH STREET NE SALEM OR 97310 Phone: Employer ID# or SS#: Effective Date: <u>OCTOBER 1, 1996</u> Termination Date: <u>SEPTEMBER 30, 1997</u> Original Contract Amount: <u>\$ 97,000</u> Total Amt of Previous Amendments: \$ Amount of Amendment: \$ Total Amount of Agreement: \$	Remittance Address (if different): Payment Schedule Terms <input type="checkbox"/> Lump Sum \$ <input type="checkbox"/> Due on Receipt <input type="checkbox"/> Monthly \$ <input type="checkbox"/> Net 30 <input type="checkbox"/> Other \$ <input type="checkbox"/> Other <input type="checkbox"/> Requirements contract - Requisition Required Purchase Order No. <input type="checkbox"/> Requirements Not to Exceed \$ Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/>
--	--

REQUIRED SIGNATURES:
 Department Manager: [Signature]
 Purchasing Manager: [Signature]
 (Class II Contracts Only)
 County Counsel: [Signature]
 County Chair/Sheriff: [Signature]
 Contract Administration:
 (Class I, Class II Contracts Only)

Date: 11/13/96
 Date:
 Date: 11/10/96
 Date: 11/13/96
 Date:

VENDOR CODE				VENDOR NAME				TOTAL AMOUNT: \$			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB ORG	REPT CATEG	LGFS DESCRIP	AMOUNT	IN CE EC
01	156	025	3312								
02											
03											

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

DISTRIBUTION: Original Signatures - Contract Administration, Initiator, Finance

OREGON DEPARTMENT OF TRANSPORTATION
TRANSPORTATION SAFETY SECTION

ORIGINAL

TRANSPORTATION SAFETY PROJECT SUMMARY

1. Agency/Jurisdiction Multnomah County Sheriff's Office
2. Project Title DUII Enforcement Project
3. Project No. J7-97-12-28 Project Period: From 10/1/96 To 9/30/97
4. Project Description: This DUII enforcement project will be assigned to directly impact the incidence of DUII related crashes. The project objectives will include increasing DUII arrests, reducing nighttime fatal and injury crashes, identification of DUII problem areas to be targeted for patrol, a public information and education component, and cooperation and coordination with other agencies involved in the DUII control system.
5. Objectives
 - a. To reduce nighttime fatal and injury crashes in Multnomah County by 20% from 871, the three year average for the 1992- 1995 period, to 697, during the 12 month period starting October 1, 1996, and ending September 30, 1997.
 - b. To make 120 DUII arrests for the period October 1, 1996, to September 30, 1997, by personnel utilizing TSS funds.
 - c. Conduct 10 multi-agency enforcement saturation patrol in designated areas of Multnomah County by September 30, 1997.
 - d. Maintain DUII arrests for the Multnomah County Sheriff's Office at or above 344, the level for the period October 1, 1996, to September 30, 1995.
 - e. Provide 50 hours of education and training to high school students in East Multnomah County high schools regarding seat belt use, child safety seats, and DUII laws by September 30, 1997.
 - f. Make 125 informational contacts to members of the Hispanic Community in Multnomah County regarding DUII laws, liability insurance requirements, seat belt use, and child safety seat use by September 30, 1997.
6. Project Director Dave Hadley Title Sergeant
 Street/P.O. 12240 NE Glisan Telephone (503) 661-6377
 City Portland, OR Zip Code 97230 FAX (503) 253-2663
7. Project Coordinator _____ Telephone (503) 251-2480
8. Grant Manager Debra Downey
9. Budget Information

TSS	\$ <u>97,000</u>	<u>52%</u>
Match	\$ <u>87,903</u>	<u>48%</u>
Total	\$ <u>184,903</u>	<u>100%</u>

10. Approval/Award/Adjustments

- a. Start Date/Final Award Date: 10-1-96 TSS \$ 97,000 Match \$ 87,903
- b. Grant Adjustment 01: Date: _____ TSS \$ _____ Match \$ _____
- c. Grant Adjustment 02: Date: _____ TSS \$ _____ Match \$ _____
- d. Grant Adjustment 03: Date: _____ TSS \$ _____ Match \$ _____

I. INTRODUCTION

A. General Information

This is a continuation of this Enhanced DUII Enforcement/Education Program. Multnomah County is Oregon's most populous urban county. Within the county's boundaries are six incorporated cities, the largest being Portland with a population of 620,000 and the smallest being Maywood with a population of less than 1,000.

The county is a commercial, industrial and cultural hub, making it a crossroad destination for a wide variety of commercial and pleasure motor vehicles. The county is crossed by three major interstate highways: I-5 running north and south, I-84 running east and west and I-205 running north and south as a bypass of downtown Portland. I-5 and I-205 cross the Columbia River via the Interstate and Glenn Jackson bridges.

In 1994, 450,000 passenger vehicles were registered in Multnomah County. This number is compounded by tourists visiting the many attractions in and around Multnomah County, including Multnomah Falls, which plays host to over 1 million visitors each year.

B. TSS Grants Received During the Last Five Years:

- a) 1990 90-AL-11-62 \$112,439
- b) 1991 J6-91-11-62 \$119,147
- c) 1992 J6-92-11-62 \$ 67,700
- d) 1996 J7-96-12-28 \$ 97,000

The above grants were utilized for DUII enforcement.

II. PROBLEM STATEMENT

A. What is the Problem?

In 1994, there were 6,498 injury motor vehicle accidents reported in Multnomah County. An additional 48 resulted in fatalities. Of these fatal and injury accidents, 877 occurred at night. In calendar year 1995, unincorporated Multnomah County incurred thirteen motor vehicle fatalities. Consumption of alcohol by drivers under 21 years of age and excessive speed played a significant role in these fatalities.

The population of Multnomah County is 620,000. Therefore, the rate of injury and fatal vehicle accidents per 1000 populations is 10.56. This is clearly a much higher rate than is experienced statewide.

B. What is currently being done to solve the problem and by whom?

The Multnomah County Sheriff's Office is working hard to reduce DUII related motor vehicle accidents. In 1994, the Multnomah County Sheriff's Office dedicated the efforts of two (2) full time Deputies and one (1) full time Sergeant, exclusively to DUII Enforcement. In 1995, these officers made 325 arrests for DUII, and issued 1,296 DUII enforcement related citations. This effort was made in spite of a major reduction in patrol positions made by transfer to the city of Portland and patrol area through annexations.

The deputies in this unit also serve as Field Training Officers for new enforcement deputies, teaching Standardized Field Sobriety Testing and enhancing DUII detection skills among patrol personnel. Both deputies in the DUII Enforcement Team are certified as Drug Recognition Experts by the Oregon State Police and the National Highway Traffic Safety Administration. The Sergeant in this unit has completed the instruction phase of DRE training and is presently in the certification phase. Additionally, members of the DUII Enforcement Team are certified PUC Level II Commercial Vehicle inspectors and Fatal/Injury motor vehicle accident investigators.

III. OBJECTIVES

- a. Reduce nighttime injury and fatal collisions in Multnomah County by 20% from 871, the average for the 1990-1995 period, to 697 during the 12 month period starting October 1, 1996, and ending September 30, 1997.
- b. Make 120 DUII arrests for the period October 1, 1996 to September 30, 1997 by personnel utilizing TSS funds.
- c. Conduct 10 multi-agency enforcement saturation patrols in designated areas of Multnomah County by September 30, 1997.
- d. Maintain DUII arrests for the Multnomah County Sheriff's Office at or above 344, the level for the period October 1, 1994 through September 30, 1995.
- e. Provide 50 hours of education and training to High School students in five east Multnomah County High Schools regarding seat belt use, child safety seat use and DUII laws by September 30, 1997.
- f. Make 125 informational contacts to members of the Hispanic Community in Multnomah County regarding DUII laws, liability insurance requirements, seat belt use, and child safety seat usage by September 30, 1997.

g. Make 50 informational contacts to convenience store owners and employees regarding the sale of alcohol to minors by September 30, 1997.

h. Increase citations for violation of the seat belt law from 50, the level for the 1995 calendar year, to 100 by September 30, 1997.

IV. PROPOSED ACTIVITIES

A. Major Activities

As envisioned, a cooperative and highly visible multi-agency effort will be made to enhance DUII enforcement in Multnomah County. This will be accomplished in three ways. First, through multi-agency DUII saturation patrols during high risk holidays, such as New Years Eve, St. Patrick's Day, Memorial Day weekend, Independence Day, Labor day, Halloween, Super Bowl Sunday, and during the Christmas Holidays.

In addition to the Multnomah County Sheriff's Office, other agencies participating in this cooperative effort will include the Oregon State Police, Portland Police Bureau, Troutdale Police Department, Gresham Police Department, and the Fairview Police Department. The Multnomah County Sheriff's Office Public Information Officer will work closely with local media so as to maximize public awareness of these efforts.

Officers and Deputies trained in DUII enforcement techniques, including Standardized Field Sobriety Testing and Drug Recognition Training will be made available, on an overtime basis, to patrol specific areas of Multnomah County designated as having a high rate of nighttime injury and fatality collisions. These efforts will supplement the current efforts of the DUII Enforcement Team.

Finally, approximately 100 hours will be devoted to community education. Initially, three specific community groups will be targeted. The first group will include High School students enrolled in east Multnomah County High Schools, including Gresham High School, Centennial High School, Sam Barlow High School, Reynolds High School, and Corbett High School. These contacts will emphasize DUII laws, seat belts usage and the proper use of child safety seats. The Project Director will work closely with established School Resource Officers from the Gresham Police Department and the Multnomah County Sheriff's Office to reach as many students as possible with this safety message.

This educational effort will also target the Hispanic Community in high density population areas and areas with a high concentration of Hispanic employees, with an emphasis on licensing, liability insurance requirements and DUI laws.

Participating agencies will be requested to submit names of eligible candidates to attend an intense Spanish Language immersion program located in Cuernavaca, Mexico. Three officers will be selected by a panel of individuals comprised of representatives from the Hispanic Community, Mothers Against Drunk Driving, the Oregon Department of Transportation, and the Multnomah County DUI Advisory Board.

Selected officers will reside with a host family and attend Spanish Language school at the Cemanuahual Educational Community during the day. Officers attending this training will be expected to participate in continuing Spanish Language education upon return to their departments and assist with educational projects in the Hispanic Community which meet or exceed the objectives outlined in this grant.

An informational campaign utilizing printed materials and information available through the Oregon Department of Transportation and the Oregon Liquor Control Commission will be delivered to the local area convenience stores in an attempt to reduce the sales of alcohol to minors.

The radar equipment made available in this grant will be utilized by officers to monitor specific areas designated as having a high potential for accidents resulting from excessive speed. The laser speed measuring device purchased in the first year of the grant has been successfully utilized in the several areas, including a hazardous work zone on I84 which has been the scene of numerous collisions due to excessive speed. Additional factors, including temporary road design, quickly changing elevations and Jersey barriers preventing escape from the normal lane of travel, have made this area extremely dangerous for the volume of traffic moving between east Multnomah County and the Portland Metropolitan area. These factors have made the utilization of standard radar devices unfeasible.

B. Coordination

Officers from the Oregon State Police, Portland Police Bureau, Troutdale Police Department, and the Fairview Police Department will join Deputies of the Multnomah County Sheriff's Office in the completion of activities outlined in this project.

54
12
Officers from each of these agencies will be encouraged to participate in the educational efforts directed at high school students, and the Hispanic Community. All participating officers will be required to make face to face contacts with convenience store owners and employees while participating in this project.

C. Continuation

As envisioned, the Multnomah County Sheriff's Office will continue to participate in ongoing DUII saturation patrols during designated holidays. Further, educational and informational material developed as a result of this grant, will continue to be made available to High Schools, members of the Hispanic community and local area convenience store owners and employees.

V. EVALUATION PLAN

A. Evaluation Plan

1. Were nighttime injury and fatal collisions in of Multnomah County reduced by 20% from 871, the average for the 1990-1995 period, to 697 during the 12 month period starting October 1, 1996 and ending September 30, 1997?
2. Were 120 DUII arrests made by officers participating in this project from the period October 1, 1996 to September 30, 1997?
3. Were 10 multi-agency enforcement saturation patrols conducted in designated areas of Multnomah County by September 30, 1997?
4. Were DUII arrests for the Multnomah County Sheriff's Office at or above 344, the level for the period October 1, 1994 to September 30, 1995?
5. Were 50 hours of education and training provided to High School students in East Multnomah County High Schools regarding seat belt use, child safety seat use and DUII laws by September 30, 1997?
6. Were 125 informational contacts made to members of the Hispanic Community in Multnomah County regarding DUII laws, liability insurance requirements, seat belt use, and child safety seat usage by September 30, 1997?

7. Were 50 informational contacts made to convenience store owners and employees regarding the sale of alcohol to minors by September 30, 1997?

8. Were citations for violation of the seat belt law increased from 50, the level for the calendar year 1995 to 100 by September 30, 1997?

B. Data Requirements

1. Data to be collected

C. Evaluation Design

Deputies and Officers assigned to this project will maintain a daily activities log. This log will record achievement of performance objectives on an ongoing basis. The Project Director will compile statistical information monthly and prepare a quarterly report from these logs.

D. Project Evaluation Preparation

A Project Evaluation will be submitted to TSS following the requirements given in the Agreements and Assurances, Section B, Paragraph 6.

VI. BUDGET AND COST SHARING

See enclosed budget.

VII. EXHIBITS

A. Exhibit A: Data Table

B. Exhibit B: Job Descriptions

C. Exhibit D: Conditions of Approval

VI. BUDGET AND COST SHARING

Agency/Project Title: Multnomah County Sheriff's Office
Enhanced DUII Enforcement

Project Number: 57-97-12-38
 (Office Use Only)

Project Period: From Oct 1, 1996 to September 30, 1997

Grant Adjustment No: _____
 Grant Adjustment Date: _____
 Project Year (1-2-3) _____

This form should include all budget information. If additional information is required for clarity, please include on a separate page referencing appropriate budget item.

1. Salaries and Wages*

- a. Staff assigned to project
 - .6 FTE Supervisor (title) @ \$ 5162 / (hr,mo,yr) = \$37,166
 - .05 FTE Op Tech (title) @ \$ 2469 / (hr,mo,yr) = \$1,481
 - .05 FTE PIO (title) @ \$ 4775 / (hr,mo,yr) = \$2,865
- b. 330 Overtime hours @ \$ 41.12 /hr = \$13,570 (TSS)
- c. Volunteer time hours @ \$ _____ /hr
- d. .25 FTE WordProTech @ \$2,546./mo = \$7,638.00

2. Employee Benefits

3. Equipment (Including films)

- a. Radar Systems @\$2,500 ea X 2 = \$5,000.00
- b. Laser Speed Measuring Device @\$5,000 ea X 1 = \$5,000
- c. Mobil Data Terminals @5,350 ea X2 = \$10,700.00
- d. Mobil Radios @\$2,200 ea X 3 = \$6,600.00
- e. Portable Radios @\$2,400 ea X 3 = \$7,200.00

4. Materials/Printing (specify item/quantity/cost of each)

- a. Reports (Title: _____)
- b. Brochures (Title: _____)
- c. Other (Specify: _____)

TSS FUNDS	MATCH	TOTAL
\$ 13,570	\$ 49,150	\$ 62,720
\$	\$ 14,253	\$ 14,253
\$ 10,000	\$ 24,500	\$ 39,500
\$	\$	\$

* Job descriptions for all positions assigned to grant .25 FTE or more must be included in Exhibit B.

VI. BUDGET AND COST SHARING

page 2

Project Number:

5. Overhead/Indirect Costs** (match only)

6. Other Project Costs

Travel In-State

Travel Out-of-State (specify what/where)

Spanish Language Immersion Training

Cuernavaca, Morelos, Mexico for 3 officers

Office Expenses (supplies, photocopy, telephone, postage)

Other Costs (specify)

a. Tuition Costs for Spanish Language Training

b.

c.

7. Consult/Contractual Services ***(specify)

OSP = \$10,000

PPB = \$26,430

GPD = \$21,000

TPD = \$ 5,000

FPD = \$ 5,000

TOTAL

COST SHARING SUMMARY

1. TSS Funds	\$ 97,000	52 %
2. State (match)	\$	%
3. Local (match)	\$ 87,903	48 %
4. Other (specify source):	\$	%

5. **TOTAL COSTS** \$ 184,903 100 %

TSS FUNDS
\$
\$ 1,800
\$
\$ 4,200
\$ 67,430
\$ 97,000

MATCH
\$
\$
\$
\$
\$
\$ 87,903

TOTAL
\$
\$ 1,800
\$
\$ 4,200
\$ 67,430
\$ 184,903

** Not eligible for TSS funding, but may be used as match. Use no more than 10% of item A.1., salaries, or use actual indirect costs and provide documentation.
 *** TSS approval required before expenditures occur.

Exhibit A: Data Table

Data Element	State Data					Local Data (Specify Source)				
	1990	1991	1992	1993	1994	1990	1991	1992	1993	1994
1. Accidents (Jurisdiction)*										
a. F&I				393	393					
b. Nighttime F&I				76	76					
c. DUI Arrests				364	364					
2. Accidents (County)										
a. F&I	6904	5939	6150	6201	6546					
b. Nighttime F&I	1095	838	864	883	877					
c. Total Fatalities (FARS)	70	58	53	70	55					
d. Total of C due to Alcohol (FARS)	42	27	26	39	21					
USE LOCAL DATA TO COMPLETE THIS SECTION										
	October-December		January-March		April-June		July-September		Total for Grant	
	Planned	Actual	Planned	Actual	Planned	Actual	Planned	Actual	Planned	Actual
3. Accidents (Jurisdiction)*										
a. F&I (local data)										
b. Nighttime F&I										
c. Total Fatalities										
d. Total of C due to Alcohol										
4. Accidents (County)										
a. F&I	1310		1310		1310		1310		5240	
b. Nighttime F&I	176		176		176		176		704	
c. Total Fatalities	11		11		11		11		44	
d. Total of C due to Alcohol	4		4		5		5		18	
5. Arrests (TSD-paid officers)										
a. Total DUI Arrests	20		20		40		40		120	
1. DUI Arrests under 21										
b. DWS misdemeanor	50		50		50		50		200	
c. DWS felony	10		10		10		10		40	
d. Minor in Possession	10		10		10		10		40	
1. 13-17										
2. 18-20										
e. Safety Belt Law										
6. Arrests (Department)										
a. Total DUI Arrests	86		86		86		86		344	
1. DUI Arrests under 21										
b. DWS misdemeanor	208		208		208		208		832	
c. DWS felony	34		34		34		34		136	
d. Minor in Possession	15		15		15		15		60	
1. 13-17										
2. 18-20										
e. Safety Belt Law	25		25		25		25		100	
7. Arrests (Total)										
a. Total DUI Arrests	106		106		126		126		464	
1. DUI Arrests under 21										
b. DWS misdemeanor	258		258		258		258		1032	
c. DWS felony	44		44		44		44		176	
d. Minor in Possession	25		25		25		25		100	
1. 13-17										
2. 18-20										
e. Safety Belt Law	25		25		25		25		100	
8. Arrests (Total for county)										
a. Total DUI Arrests										
1. DUI Arrests under 21										
b. DWS misdemeanor										
c. DWS felony										
d. Minor in Possession										
1. 13-17										
2. 18-20										
e. Safety Belt Law										
Add data elements to track additional objectives here:										
Saturation Patrols	3		1		3		3		10	
H/S Presentations	12		12		12		14		50hrs	

Shaded areas to be filled in by grantee and returned with application.

*For county enforcement agencies this figure is county total minus major cities. This means you must contact city and state police for data each quarter.

Exhibit B

Job Descriptions

A. Deputy Sheriff

1. General Statement of Duties

This is law enforcement work involving patrolling an assigned area in a radio equipped car to prevent and/or investigate law violations and accidents and provide other community services.

Employees occupying positions in this class investigate criminal cases, collect information on criminal activities, apprehend criminals, investigate accidents, issue traffic citations, and testify in court. Employee must also manage non-criminal actions such as conflict resolution, social service, and first-aid. Some employees perform work of a non-sworn nature in support services. Employees in this class are expected to deal with a wide variety of situations independently, maturely, and with discretion.

2. Examples of Principal Duties

Drives patrol car in assigned area; surveys area for activity which appears irregular or suspicious; enters and inspects businesses, residences, and areas of known criminal activity.

Observes traffic activity and conditions; cites or warns violators; operates intoxilizer; operates radar equipment

Talks to residents of patrol areas; provides information and referral; checks on well being of individuals.

Investigates alleged crimes, accidents and suspicious activities; interviews victims, suspects, and witnesses; finds, identifies, and preserves physical evidence; apprehends and arrests criminals on warrant or probable cause; assists in preparation for court and testifies in court.

Collects information on criminal activities; elicits information from citizens.

Investigates and/or controls complaints involving family disputes, removing inebriates, excessive noise, runaways, mentally ill persons or incorrigible juveniles; provides first aid for injuries, illness, drug overdose or attempted suicides.

Prepares and writes extensive police reports; correspondence, staff reports and related documents; maintains daily log of all activities.

Some employees in this class may work in Detective, Crime Prevention, communications, Training, Planning, River Patrol, or other units.

B. Word Processing Technician

1. Definition:

To operate word processing equipment to create a variety of documents from dictation or rough draft; and to perform a variety of general clerical duties.

2. Duties:

Operate word processing equipment to set up and create a variety of documents including letters, memos, contracts budgets, statistical tables, forms, reports, and legal documents; transcribe from rough draft or machine recording; print documents and check printers for proper operation; proof read documents for proper spelling, punctuation, grammar, and format; collect and distribute documents to originators.

Prioritize workload; maintain production log and workload statistics; maintain document filing system on word processing equipment; file and retrieve documents onto diskettes; delete documents that are no longer needed; prepare and update glossaries; convert documents from one system to another.

Answer questions from originators about status of work in progress, capabilities of the equipment; location of documents and similar matters.

Operate a variety of reproduction equipment to copy documents.

May perform a variety of general clerical duties such as typing, filing, answering phone, and acting as receptionist on an occasional basis.

Perform related duties as assigned.

C. Operation's Technician

1. Definition:

To perform a wide variety of clerical and technical duties involved in processing and maintaining police and corrections records.

2. Duties:

Retrieve, interpret, confirm, code and record data from a variety of records such as court orders, teletypes, warrants and police reports into a number of different automated and manual systems; determine if necessary information is available to process record; interpret records; confer with originating agency to clarify data if necessary.

Provide information to the public, police officers, judges, attorneys, inmates and others in person, by telephone, by correspondence and by police radio.

Approve requests for legal review and release of public records.

Retrieve and disseminate information contained in a variety of automated and manual systems; search records and prepare reports.

Interpret data contained records to determine appropriate disposition of inmates, authority to release vehicle or other decisions which have a large consequence of error.

Calculate release dates and credit for time served for inmates.

Communicate with other police agencies, courts and other interested parties in person, by radio, by telephone and by teletype; notify other agencies of updated information when appropriate, exchange and confirm information.

Maintain logs and other records; collect bail and other payments; issue receipts; maintain financial records.

Prepare numerical and summary reports on items such as workload or

unprocessed records.

Prepare written documentation regarding unusual circumstances; appear in court and/or other hearings to testify regarding sheriff's records, their processing and related activities.

Assist in training new employees; review and draft work procedures, post orders and related documents.

Perform a variety of general clerical duties including filing and copying documents, and acting as receptionist.

Perform related duties as assigned.

D. Public Safety Supervisor

1. General Statement of Duties:

This is a supervisory, administrative, investigative, and or staff support work within the Multnomah County Sheriff's Office.

Employees in this class may perform as a supervisor on an assigned shift by coordinating and assisting in the work of subordinate law enforcement personnel. In this capacity the employee is responsible for training, records and reports, investigation, enforcing personnel and labor contract provisions, and evaluating performance. Employees in this class may be assigned to an investigative unit, or may perform as an administrator, or staff support to an administrator. However, the emphasis in this class is on supervisory responsibility.

2. Examples of Principal Duties:

Supervises the activity of a specialized unit, team or small shift unit; plans, directs, and reviews work of subordinate uniform and supporting personnel engaged in training, tactical unit, juvenile, intelligence, criminal investigation and similar activities.

Provides on-the-job training for employees, assigns officers to basic work assignments and briefs them on specific assignments and key information, arranges for manpower and equipment; inspects subordinate personnel; patrols field area to review officers in the performance of duties; evaluates and prepares reports on employee performance; administers disciplinary

actions.

Screens arrests to assure compliance with the law, departmental regulations, and rights of citizens; reviews and evaluates incident and activity reports submitted by subordinates; reports to the scene of serious incidents to supervise and coordinate police activities in accordance with the Department's policies and procedures.

Performs related work as required.

E. Public Information Officer

1. Definition

Liaison between members of the media (Press, Radio and Television) and the Multnomah County Sheriff's Office.

2. Duties

Performs various duties including reviewing incident reports generated by Deputies, Press Releases written and faxed to various members of the media, answering media questions regarding issues involving the Multnomah County Sheriff's Office, and answering general questions put forth by the public.

III. AGREEMENTS AND ASSURANCES

VIII. AGREEMENTS AND ASSURANCES

The following Agreements and Assurances apply to all grants funded by the Transportation Safety Section (TSS), Oregon Department of Transportation:

A. General

1. The activity described in this grant is undertaken under the authority of Title 23, United States Code, Sections 153, 402-410, and is subject to the administrative regulations established by OMB Circulars A-21, A-87, A-122, A-128, A-133, 23 CFR Chapter II, 45 CFR Part 74, 48 CFR Part 31, 49 CFR Part 18, Part 19, and the Highway Safety Grant Funding Policy for NHTSA/FHWA Field-Administered Grants.
2. Any federal funds committed shall be subject to the continuation of funds made available to TSS by the National Highway Traffic Safety Administration (NHTSA) and the Federal Highway Administration (FHWA) by statute or administrative action.
3. The grantee shall ensure compliance with 49 CFR Part 18.42 which addresses retention and access requirements for grant-related records. The state, the federal grantor agency and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access to any books, documents, papers or other records of the grantee which are pertinent to the grant. These records must be retained for a period of three years starting on the date the grantee submits its final request for reimbursement for this grant.
4. Any obligation of grant funds extends only to those costs incurred by the grantee after authorization has been given to proceed with the particular part of the program involving costs.
5. Grant funds shall not be used for activities previously carried out with the grantee's own resources (supplanting).
6. Income earned through services conducted through the project should be used to offset the cost of the project and be included in Section VI, Budget and Cost Summary.
7. The grantee shall ensure that all grant-related expenditures are included as a part of entity-wide audits conducted in accordance with the Single Audit Act of 1984 (31 USC 7561-7). The grantee shall provide TSS a copy of all Single Audit Reports covering the time period of the grant award as soon as they become available. Federal funds received are Catalog of Federal Domestic Assistance (CFDA) number 20.600, State and Community Highway Safety Program.
8. The grantee shall promptly reimburse TSS for any ineligible or unauthorized expenditures as determined by a state or federal review for which grant funds have been claimed and payment received.

9. The grantee and its contractors cannot use federal funds to influence federal employees, Members of Congress, and Congressional staff regarding specific grants. The grantee and its contractors must submit disclosure documentation when non-federal funds are used to influence the decisions of federal officials on behalf of specific projects. Signing this Agreement constitutes a certification of compliance with these lobbying restrictions.
10. The grantee, its subcontractors, if any, and all employers working under this agreement are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656-017, which requires them to provide workers' compensation coverage for all their subject workers.
11. The grantee shall make purchases of any equipment, materials, or services pursuant to this Agreement under procedures consistent with those outlined in the Oregon Department of Administrative Services Administrative Rules (Oregon Administrative Rules, Chapter 125; and Oregon State Law, including ORS Chapter 279, and in particular ORS 279.312, ORS 279.314, ORS 279.316, and ORS 279.320).
12. The grantee shall defend, save and hold harmless the State of Oregon, including the Oregon Transportation Commission, the Oregon Transportation Safety Committee, the Department of Transportation, the Transportation Safety Section, and their members, officers, agents, and employees from all claims, suits, or actions of whatever nature arising out of the performance of this Agreement, except for claims arising out of the negligent acts or omissions of the State of Oregon, its employees, or representatives. This provision is subject to the limitations, if applicable, set forth in Article XI, Section 10 of the Oregon Constitution and in the Oregon Tort Claims Act, ORS 30.260 to 30.300.

B. Project Director's Responsibilities

The Project Director is responsible for fulfilling this Agreement and establishing and maintaining procedures that will ensure the effective administration of the project objectives. The Project Director shall:

1. Establish or use an accounting system that conforms to generally accepted accounting principles, and ensure that source documents are developed which will reliably account for the funds expended.
2. Maintain copies of job descriptions and resumes of persons hired for all project-related positions which are funded at 0.25 FTE or more.
3. Maintain records showing actual hours utilized in project-related activity by all grant-funded personnel and by all other staff personnel or volunteers whose time is used as in-kind match.
4. Complete a Quarterly Highway Safety Project Report, including a Data Table as provided in Section VII, Exhibit A. Each report must be signed by the Project Director or the Designated Alternate, and submitted to

TSS by the tenth of the month following the close of each calendar quarter for the duration of the grant period. The Designated Alternate is someone who is given the authority to sign Quarterly Highway Safety Project Reports for the Project Director, in the event he/she is unable to sign due to circumstances beyond his/her control.

5. Submit a Claim for Reimbursement within 35 days of the end of the calendar quarter in which expenses were incurred, using the form provided by TSS. Copies of invoices and/or receipts for all specified items must be submitted to TSS on request with the Claim for Reimbursement. Claims may be submitted monthly, and must be submitted at least quarterly. Claims must be signed by the Project Director or the Designated Alternate; duplicated signatures will not be accepted. The Designated Alternate is someone who is given the authority to sign Claims for Reimbursement for the Project Director, in the event he/she is unable to sign due to circumstances beyond his/her control.
6. Prepare a project evaluation report in accordance with the Evaluation Plan described in the grant document. The report will be no more than ten pages and will include the following elements:
 - a. A summary of the project including problems addressed, objectives, major activities, and accomplishments as they relate to the objectives.
 - b. A summary of the costs of the project including amount paid by TSS, funded agency, other agencies, and private sources. The amount of volunteer time should be identified.
 - c. Discussion of implementation process so that other agencies implementing similar projects can learn from your experiences. What went as planned? What didn't work as expected? What important elements made the project successful or not as successful as expected?
 - d. Responses to Evaluation Questions. List each question and answer. Refer to Data Table.
 - e. Completed Data Table.

A final report must be submitted within 10 days following the last day of the grant period.

C. Project Revision

1. Any proposed changes in the project objectives, key project personnel, time period, or budget must be requested in writing, and receive the approval of TSS. A Grant Adjustment Form will be signed by both TSS and the grantee.
2. Any time extension in the project period must be requested at least six weeks prior to the end of the project period and approved by the federal grantor agency if federal funds are involved.

D. Non-Discrimination Assurance

1. The grantee and its contractors will comply with Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, as amended, and as implemented by 49 CFR parts 21 and 27, and with the

Executive Order 11246, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 and supplemented by Department of Labor regulations 41 CFR Part 60, and shall ensure that no person shall on the grounds of race, color, creed, sex or national origin be excluded from participation, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity under this project.

2. The grantee and its contractors shall ensure that employment and procurement of goods and services made in connection with the project will be provided without regard to race, color, national origin or handicap.
3. The grantee and its contractors shall take all necessary affirmative steps in accordance with 49 CFR Part 23 to ensure that minority business enterprises and/or business enterprises owned and controlled by women have the maximum opportunity to compete for and to perform contracts.
4. The grantee and its contractors shall ensure that no otherwise qualified handicapped person shall, solely by reason of his/her handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity related to this grant.
5. The grantee shall ensure that any contracts and subcontracts awarded in excess of \$10,000 shall contain a provision requiring compliance with the standards set in paragraphs 1 through 4 of this section.

E. Contracts and Other Service Agreements

1. Any contracts or other service agreements that are entered into by the grantee as part of this project shall be reviewed and approved by TSS to determine whether the work to be accomplished is consistent with the objectives of the project, and whether the provisions of paragraphs 2 through 4 of this section are considered.
2. All contracts awarded by the grantee shall include the provision that any subcontracts include all provisions stated in this section or the provision that no subcontracts shall be awarded.
3. The grantee shall ensure that each contractor adhere to applicable requirements established for the grant and that each contract include provisions for the following:
 - a. Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.
 - b. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (PL 94-163).
 - c. Access by the grantee, the state, the federal grantor agency, the Comptroller General of the United States, or any of their duly authorized

representatives, to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract, for the purpose of making audit, examination, excerpts, and transcriptions. Grantees shall require contractors to maintain all required records for three years after grantees make final payments and all other pending matters are closed.

- d. Notice of grantor agency requirements and regulations pertaining to reporting, requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract, and requirements and regulations pertaining to copyrights and rights in data.
- e. Requirements given in Section A. 9-12.

- 4. Where applicable, contracts shall include the following provisions.
 - a. Termination for cause and for convenience by the grantee including the manner by which it will be effected and the basis for the settlement. (Contracts in excess of \$10,000)
 - b. Compliance with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and supplemented in Dept. of Labor regulations (41 CFR Part 60). (Contracts in excess of \$10,000)
 - c. Compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by Dept. of Labor regulations (29 CFR Part 5). (Contracts in excess of \$2,500)
 - d. Bidders, proposers, and applicants must certify that neither they nor their principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this transaction by any federal agency or department. (Contracts in excess of \$25,000)

F. Travel

- 1. The grantee shall keep a record of all significant travel. In-state trips outside the grantee's jurisdiction should be summarized on Quarterly Highway Safety Project Reports.
- 2. All out-of-state travel must be approved by TSS. To receive authorization, the grantee shall submit a letter detailing the need, cost, and dates of travel at least two weeks prior to the planned departure date. Reports on out-of-state trips shall be submitted to TSS within two weeks of return.
- 3. Reimbursement will only be authorized for travel of persons employed by the grantee in project-related activities unless prior written approval is granted by TSS.

G. Development of Printed or Production Materials

- 1. The grantee shall provide TSS with draft copies of all materials developed using grant funds. TSS may suggest revisions and will approve production.

- 2. All brochures; course, workshop and conference announcements; and other materials that are developed and/or printed using grant funds shall include a statement crediting TSS and federal participation.

- 3. Materials produced through this project shall be provided to TSS for its use and distribution and may not be sold for profit by either the grantee or another party.

H. Equipment Purchased with Grant Funds

- 1. A Residual Value Agreement shall be completed and submitted to TSS if grant funds are used in whole or in part to acquire any material or equipment costing over \$5,000. A copy of the original vendor's invoice indicating quantity, description, manufacturer's identification number and cost of each item should be attached to the signed agreement. All equipment should be identified with a property identification number.
- 2. All material and equipment purchased shall be produced in the United States in accordance with Section 165 of the Surface Transportation Assistance Act of 1982 (Pub. L. 97-424; 96 Stat. 2097) unless the Secretary of Transportation has determined under Section 165 that it is appropriate to waive this agreement.
- 3. Material and equipment shall be used in the program or activity for which it was acquired as long as needed, whether or not the project continues to be supported by grant funds. Ownership of equipment acquired with grant funds shall be vested with the grantee. Costs incurred for maintenance, repairs, updating, or support of such equipment shall be borne by the grantee.
- 4. If any material or equipment ceases to be used in project activities, the grantee agrees to promptly notify TSS. In such event, TSS may direct the grantee to transfer, return or otherwise dispose of the equipment.

I. Debarment

The grantee, in accepting this Agreement, certifies that the agency or its officials are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this transaction by any state or federal agency or department.

J. Termination

- 1. The TSS may terminate this Agreement for convenience in whole or in part whenever:
 - a. The requisite state and/or federal funding becomes unavailable through failure of appropriation or otherwise; or,
 - b. The requisite local funding to continue this project becomes unavailable to grantee; or,
 - c. Both parties agree that continuation of the project would not produce results commensurate with the further expenditure of funds.

2. The TSS may, by written notice to grantee, terminate this Agreement for any of the following reasons:

- The grantee takes any action pertaining to this Agreement without the approval of TSS and which under the provisions of this agreement would have required the approval of TSS; or,
- The commencement, prosecution, or timely completion of the project by grantee is, for any reason, rendered improbable, impossible, or illegal; or,
- The grantee is in default under any provision of this Agreement.

K. Conditions of Project Approval

Actions taken by the Oregon Transportation Safety Committee, if any, regarding conditions under which this project is approved are given in Section VII, Exhibit D. The grantee agrees to follow these conditions in implementing the project.

L. Contract Provisions and Signatures

It is understood and agreed that the grantee shall comply with all federal, state, and local laws, regulations, or ordinances applicable to this agreement and that this Agreement is contingent upon grantee complying with such requirements.

This Agreement shall be executed by those officials authorized to execute this Agreement on the grantee's behalf. In the event grantee's governing body delegates signature of the Agreement, grantee shall attach to this Agreement a copy of the motion or resolution which authorizes said officials to execute this Agreement, and shall also certify its authenticity.

Daryl Debelly
Project Director

Title

Date

Beverly Stein
Chair

Title

November 26, 1996

Date

Don Noelle
Authorizing Government Official

Title

Date

TO BE COMPLETED BY TSS

Project #: J7-97-12-28

Title: DUII Enforcement Project

OTC approval date: 8/16/95

Total project cost: \$184,903

TSS grant funds: \$97,000

All matching funds: \$87,903

Match source(s): Multnomah Co. Sheriff's Office

Authority to approve modifications to this agreement is delegated to the Transportation Safety Section grant manager.

Jill A. Vorse
Manager, Transportation Safety Section
Oregon Department of Transportation

Date:

Reviewed:

Laurence Kressel, County Counsel for
Multnomah County, Oregon

By: Jacqueline Weber, Assistant Counsel

Date:

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-14 DATE 11/26/96
DEB BOGSTAD
BOARD CLERK

MEETING DATE: NOV 26 1996

AGENDA #: DC-1

ESTIMATED START TIME: 10:00am

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Intergovernmental Agreement 500407 with Riverdale School District

BOARD BRIEFING: DATE REQUESTED: _____

REQUESTED BY: _____

AMOUNT OF TIME NEEDED: _____

REGULAR MEETING: DATE REQUESTED: November 26, 1996

AMOUNT OF TIME NEEDED: 2 minutes

DEPARTMENT: Nondepartmental DIVISION: _____

CONTACT: Dave Warren / Sandy Duffy TELEPHONE #: 3822 / 3318

BLDG/ROOM #: _____

PERSON(S) MAKING PRESENTATION: Dave Warren

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Intergovernmental Agreement 500407 with Riverdale School District implementing a \$10,000 one time only payment included in the 1996-97 Adopted Budget.

12/2/96 ORIGINALS TO DAVE WARREN

SIGNATURES REQUIRED:

ELECTED
OFFICIAL: _____
(OR)
DEPARTMENT
MANAGER: _____

Peverly Stein

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

BOARD OF
COUNTY COMMISSIONERS
96 NOV 21 PM 3:16
MULTNOMAH COUNTY
OREGON



MULTNOMAH COUNTY, OREGON

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

BUDGET AND 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: Dave Warren

TODAY'S DATE: November 21, 1996

REQUESTED PLACEMENT DATE: November 26, 1996

SUBJECT: Intergovernmental Agreement 500407 Providing Supplemental Funding to Riverdale School District

I. Recommendation / Action Requested:

Approve the intergovernmental agreement paying \$10,000 to Riverdale School District

II. Background / Analysis:

Multnomah County has agreed to a one time only payment to the school districts in the county to stabilize their funding until the 1997 Legislature can review school funding. The proposed intergovernmental agreement allows for this payment.

III. Financial Impact:

The amounts to be distributed are shown in the following table.

Centennial	575,000
Corbett	40,000
David Douglas	410,000
Gresham-Barlow	550,000
Parkrose	360,000
Portland	7,650,000
Reynolds	400,000
Riverdale	10,000
Sauvie Island	<u>5,000</u>
	10,000,000

IV. Legal Issues:

County Counsel has found no impediment to this agreement. It is the County position that the revenue sources permitting the payment are not derived from property taxes, which would fall under the tax rate restriction imposed by Measure 5, but primarily from current and prior year Business Income Tax and Motor Vehicle Rental Tax receipts that the Executive Budget proposed to add to the County's General Fund reserve or were above the 1996-97 Executive Budget estimates. The agreements require the school districts to repay the County if a court decides the payments do not meet legal requirements.

V. Controversial Issues:

No significant opposition was voiced as part of the budget process.

VI. Link to Current County Policies:

N/A

VII. Citizen Participation:

The decision to make the payments was part of the budget process and was open to citizen review at that time.

VIII. Other Government Participation:

Portland is providing similar one time only support to school districts in Portland.

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Renewal []

Contract #500407

Prior-Approved Contract Boilerplate: _____ Attached: X Not Attached

Amendment # _____

<p style="text-align: center;">CLASS I</p> <p>[] Professional Services under \$25,000</p> <p>[] Intergovernmental Agreement under \$25,000</p>	<p style="text-align: center;">CLASS II</p> <p>[] Professional Services over \$25,000 (RFP, Exemption)</p> <p>[] PCRB Contract</p> <p>[] Maintenance Agreement</p> <p>[] Licensing Agreement</p> <p>[] Construction</p> <p>[] Grant</p> <p>[] Revenue</p>	<p style="text-align: center;">CLASS III</p> <p>[] Intergovernmental Agreement over \$25,000</p> <p style="text-align: center;">APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>UC-1</u> DATE <u>11/26/96</u></p> <p style="text-align: center;">DEB BOGSTAD</p> <p style="text-align: center;">BOARD CLERK</p>
---	---	--

Department: Nondepartmental Division: _____ Date: _____

Contract Originator: Dave Warren Phone: 248-3822 Bldg/Room: 106/1400

Administrative Contact: _____ Phone: _____ Bldg/Room: _____

Description of Contract: _____

Payment to Riverdale School District as one time only supplement.

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

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

Original Contract No. _____ (ONLY FOR ORIGINAL RENEWALS)

Contractor Name Riverdale School District Remittance Address (if Different) _____

Mailing Address 11733 SW Breyman Avenue

Portland, Oregon 97219

Phone _____

Employer ID# or SS# _____

Effective Date November 7, 1996

Termination Date July 1, 1997

Original Contract Amount \$10,000

Total Amount of Previous Amendments \$0

Amount of Amendment \$0

Total Amount of Agreement \$10,000

Payment Schedule	Terms
Lump Sum \$ <u>10,000</u>	Due on Receipt
Monthly \$ _____	Net 30
Other \$ _____	Other _____

Requirements Contract - Requisition Required.

Purchase Order No. _____

Requirements Not to Exceed \$ _____

REQUIRED SIGNATURES:

Department Manager: David C. Warren Encumber: Yes No X

Purchasing Manager: _____ Date: November 21, 1996

(Class II Contracts Only)

County Counsel: Matthew J. Ryan Date: 11/21/96

County Chair/Sheriff: Allyson Dean Date: November 26, 1996

Contract Administration: _____ Date: _____

(Class I, Class II Contracts Only)

VENDOR CODE <u>GV9567B</u>				VENDOR NAME <u>Riverdale School District</u>				TOTAL AMOUNT: <u>\$10,000</u>			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIP	AMOUNT	INC DEC
01	100	050	9366			6050			County Supplement	10,000	
02											
03											

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

DISTRIBUTION: Original Signatures - Contract Administration, Initiator, Finance

SCHOOL FUNDING AGREEMENT

I. PARTIES TO THE AGREEMENT

The parties to the Agreement are (A) MULTNOMAH COUNTY, OREGON, herein referred to as "the County", and (B) RIVERDALE SCHOOL DISTRICT NO. 51J, known as RIVERDALE SCHOOL DISTRICT and herein referred to as "the District".

II. RECITALS

WHEREAS, school districts in the County have experienced severe revenue reductions since the passage of the 1990 property tax limitation (Measure 5); and

WHEREAS, the County school district cuts which will take place in the 1996-1997 fiscal year are of such magnitude that a crisis exists; and

WHEREAS, the public interest of the citizens of the County is served by stable, effective school systems which bolster a vital county economy, society and government by, for example, creating an attractive climate for business, reducing flight from cities and urban schools, producing an informed and involved electorate, and generally contributing to a high quality of life; and

WHEREAS, the County recognizes that the entire State of Oregon is in the midst of a school funding crisis; and

WHEREAS, the County has many other responsibilities to fulfill and insufficient resources in the long-term to solve the County schools' problems without significantly interfering with its other responsibilities; and

WHEREAS, the County is willing to offer a one-time, short-term solution to help bridge the gap until the state legislature can craft a long-term, statewide solution in 1997; and

WHEREAS, less than 10% of the students in the District reside out of the County; and

WHEREAS, it would create a costly administrative burden for the District to separate and to fund separately students who are County residents and students who are not County residents; and

WHEREAS, the primary purpose of the County's financial assistance, to benefit students who are County residents, is not defeated if students who are not County residents enjoy some incidental benefit; and

WHEREAS, students who are County residents benefit when the District as a whole benefits; and

WHEREAS, the District has provided the County with information concerning its financial shortfall, the number of layoffs that have occurred, the effect on class size and instructional services;

NOW THEREFORE, the County and the District agree as follows.

SECTION III. PURPOSE

The purpose of this Agreement is to serve the public interests of the citizens of the County by providing temporary financial relief which will enable the District to retain teachers, maintain class size, provide quality instructional services and so to continue to bolster a vital county economy, society and government.

SECTION IV. TERMS OF THE AGREEMENT

A. Effective Date

This agreement is effective upon execution by both of the parties.

B. The County agrees to:

1. Use revenues derived from the Business Income Tax, Motor Vehicle Rental Tax and other non ad valorem property tax sources to give a school funding grant in the amount of \$10,000 to the District for the purpose of providing stable, effective education by retaining teachers, maintaining class size and providing quality instructional services; and

2. Disburse the entire school funding grant on December 1, 1996.

C. The District agrees to:

1. Use the funds to provide stable, effective education by retaining teachers, maintaining class size and providing quality instructional services;

2. Defend this Agreement and its implementation against any legal challenge; and

3. Refund the \$10,000 payment to the County if a court of law determines that this Agreement and/or its implementation are illegal.

SECTION V. GENERAL TERMS

A. Severability

If any section, subsection, clause or phrase of this Agreement is determined by any court or arbitrator of competent jurisdiction to be invalid or unenforceable for any reason, such determination

shall not affect the validity of the remaining Agreement, which shall continue to be in effect.

B. Termination

This Agreement shall terminate on July 1, 1997, except insofar as the District retains the responsibilities set forth in Section IV, subsections C.2. and C.3.

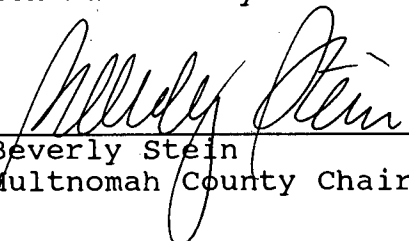
C. Amendments

This Agreement may be amended by mutual agreement of the parties.

IN WITNESS WHEREOF, the authorized representatives of the District and the County, as parties hereto, acting pursuant to the authority granted to them, have

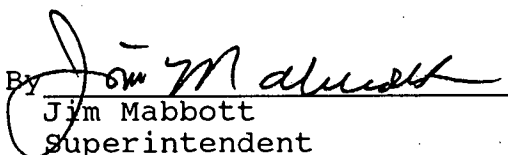
HEREBY AGREED:

Multnomah County

By 
Beverly Stein
Multnomah County Chair

DATED November 26, 1996


Riverdale School District

By 
Jim Mabbott
Superintendent

DATED Nov. 12, 1996

REVIEWED:

LAURENCE KRESSEL, COUNTY COUNSEL
FOR MULTNOMAH COUNTY, OREGON

By 
Sandra N. Duffy
Chief Assistant County Counsel

00296EMK.IGA

**APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS**
AGENDA # UC-1 DATE 11/26/96
DEB BOGSTAD
BOARD CLERK

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR _____

(Date)

DEPARTMENT Community Corrections

DIVISION _____

CONTACT Patrick BrunTELEPHONE 248-3701

* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD

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

A budget modification to create a budget for the Centralized Casebank unit, transferring existing positions and materials and services.

(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

The Centralized Casebank (CBC) unit was originally budgeted in the West District Probation/Parole supervision budget. The unit has moved to the Mid-County District, housed with the Volunteer Unit. Costs for this program need to be identified separate from the Volunteer Unit budget. This budget modification will delete 1 FTE OA II, 3 FTE Corrections Tech, and 3 FTE Probation/Parole Officer positions from the West and Mid-County District Probation/Parole Supervision budgets and will add 1 FTE OA II, 3 FTE Corrections Tech, and 3 FTE Probation/Parole Officer positions to the Mid-County District Centralized Casebank budget. The associated materials and services costs will be transferred as well.

3. REVENUE IMPACT

(Explain revenues being changed and reason for the change)

None. This modification results in a zero net effect in budgeted expenditures, therefore, the Department's revenue appropriation will not change.

4. CONTINGENCY STATUS

(to be completed by Budget & Planning)

Fund Contingency before this modification (as of _____)

Date

After this modification

\$

\$

Originated By

Date

11/7/96

Department Director

Date

11/7/96

Plan/Budget Analyst

Date

11/10/96

Employee Services

Date

Board Approval

Date

BOARD OF
 COUNTY COMMISSIONERS
 MULTNOMAH COUNTY
 OREGON
 96 NOV 18 AM 11:38

PERSONNEL DETAIL FOR BUDGET MODIFICATION NO.
DCC 5
5. ANNUALIZED PERSONNEL CHANGES

(Compute on a full-year basis even though this action affects only a part of the fiscal year (FY).)

FTE Increase (Decrease)	POSITION TITLE	BASE PAY Increase (Decrease)	ANNUALIZED		TOTAL Increase (Decrease)
			Increase/(Decrease)		
			Fringe	Ins.	
(1.00)	Office Assistant II	(24,047)	(4,210)	(2,998)	(31,255)
(3.00)	Corrections Tech	(57,997)	(15,406)	(10,720)	(84,123)
(3.00)	Probation/Parole Officer	(97,377)	(23,730)	(18,146)	(139,253)
1.00	Office Assistant II	24,047	4,210	2,998	31,255
3.00	Corrections Tech	57,997	15,406	10,720	84,123
3.00	Probation/Parole Officer	97,377	23,730	18,146	139,253
0.00	TOTAL CHANGE (ANNUALIZED)	0	0	0	0

6. CURRENT YEAR PERSONNEL DOLLAR CHANGES

(Calculate costs/savings that will take place in this FY; these should explain the actual dollar amounts being changed by this BudMod.)

Permanent Positions, Temporary, Overtime, or Premium				C U R R E N T F Y			
				BASE PAY Increase (Decrease)	Increase/(Decrease)		TOTAL Increase (Decrease)
					Fringe	Ins.	
Explanation of Change							
	156-021-2801						
Perm	Delete 1 FTE Office Assistant I	0.75	6001	(18,035)	(3,158)	(2,249)	(23,441)
Perm	Delete 3 FTE Corrections Tech	0.75	6266	(43,498)	(11,555)	(8,040)	(63,092)
Perm	Delete 2 FTE Prob/Parole Offic	0.75	6276	(49,496)	(12,062)	(9,623)	(71,180)
	156-021-2831						
Perm	Delete 1 FTE Prob/Parole Offic	0.75	6276	(23,537)	(5,736)	(3,987)	(33,260)
	156-021-2836						
Perm	Add 1 FTE Office Assistant	0.75	6001	18,035	3,158	2,249	23,441
Perm	Add 3 FTE Corrections Tech	0.75	6266	43,498	11,555	8,040	63,092
Perm	Add 3 FTE Prob/Parole Officer	0.75	6276	73,033	17,798	13,610	104,440
TOTAL CURRENT FISCAL YEAR CHANGES				0	0	0	0

DCC 5

EXPENDITURE

TRANSACTION EB GM []

TRANSACTION DATE

ACCOUNTING PERIOD 5

BUDGET FY 96-97[illegible]

REVENUE

TRANSACTION EB GM []

TRANSACTION DATE

ACCOUNTING PERIOD 5

BUDGET FY 96-97[illegible]



**MULTNOMAH COUNTY DEPARTMENT OF
COMMUNITY CORRECTIONS**

TO: *Board of County Commissioners*

FROM: *Patrick Brun* 

DATE: *November 7, 1996*

REQUESTED PLACEMENT DATE: *November 21, 1996*

SUBJECT: *Budget Modification - DCC 5*

I. Recommendation/Action Requested

Request approval of budget modification. This is a bookkeeping item, and has no financial impact on the County.

II. Background/Analysis

The Centralized Casebank Unit (CBC) was previously located in the West District Office. The West District Office is overcrowded, so CBC was moved to a different location. We decided to also break out the budget and identify the costs of this program separately from general caseloads. This budget modification will create a separate organizational code and budget for CBC.

III. Financial Impact

There is no additional cost. This is a bookkeeping item.

IV. Legal Issues

None.

V. Controversial Issues

None.

VI. Link to County Polices

N/A

VII. Citizen Participation

None.

VIII. Other Government Participation

None.

TUALATIN VALLEY FIRE & RESCUE



REX H. JEFFRIES

Assistant Fire Marshal

503-526-2469

FAX 526-2538

*Proudly Serving the Communities of
Aloha, Beaverton, Durham, King City,
Sherwood, Tigard, Tualatin & Wilsonville*

4755 S.W. Griffith Drive Beaverton, Oregon 97005

MEETING DATE: NOV 26 1996

AGENDA #: R-3

ESTIMATED START TIME: 9:35

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Tualatin Valley Fire and Rescue Fire Code Ordinance Resolution

BOARD BRIEFING:

DATE REQUESTED:

REQUESTED BY:

AMOUNT OF TIME NEEDED:

REGULAR MEETING:

DATE REQUESTED: 11/26/96

AMOUNT OF TIME NEEDED: 3 Minutes

DEPARTMENT: Nondepartmental

DIVISION: Chair's Office

CONTACT: Delma Farrell

TELEPHONE #: 248-3953

BLDG/ROOM #: 106/1515

PERSON(S) MAKING PRESENTATION: Rex Jeffries, Assistant Fire Marshal, Tualatin Valley Fire and Rescue

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Approval of the Fire Code Ordinance of Tualatin Valley Fire and Rescue, a Rural Fire Protection District.

COPY OF FIRE CODE ORDINANCE 96-01 AVAILABLE FROM OFFICE OF THE BOARD CLERK

12/3/96 copy to Rex Jeffries

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Beverly Stew

(OR)

DEPARTMENT

MANAGER:

BOARD OF
COUNTY COMMISSIONERS
96 NOV 12 PM 4:27
MULTNOMAH COUNTY
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR MULTNOMAH COUNTY, OREGON

Approval of the Fire Code Ordinance)
of Tualatin Valley Fire and Rescue, a)
Rural Fire Protection District)

RESOLUTION

96-207

WHEREAS pursuant to ORS Chapter 478, Tualatin Valley Fire and Rescue, a Rural Fire Protection District , has enacted a new Fire Code Ordinance; and

WHEREAS a portion of Multnomah County lies within the boundaries of Tualatin Valley Fire and Rescue, a Rural Fire Protection District ; and

WHEREAS ORS 478.924 requires that the Fire Code Ordinance be approved by the cities or counties lying within the boundaries of said fire district before the Ordinance can be applied; now therefore

IT IS HEREBY RESOLVED that the Board of County Commissioners for Multnomah County approves the Fire Code Ordinance, Ordinance 96-01, attached as Exhibit "A" and by this reference incorporated herein, of Tualatin Valley Fire and Rescue, a Rural Fire Protection District.

APPROVED this 26th day of November, 1996.



BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


Beverly Stein, Chair

REVIEWED:

LAURENCE KRESSEL, COUNTY COUNSEL
FOR MULTNOMAH COUNTY, OREGON

By


John Thomas, Assistant County Counsel

ORDINANCE 96-01

AN ORDINANCE ADOPTING FIRE CODES AND STANDARDS FOR TUALATIN VALLEY FIRE AND RESCUE A RURAL FIRE PROTECTION DISTRICT, PRESCRIBING REGULATIONS GOVERNING CONDITIONS HAZARDOUS TO LIFE AND PROPERTY FROM FIRE OR EXPLOSION, PROVIDING FOR THE ISSUANCE OF PERMITS FOR HAZARDOUS USES OR OPERATIONS, AND REPEALING ORDINANCE 92-01.

WHEREAS, Tualatin Valley Fire & Rescue A Rural Fire Protection District, has developed uniform fire regulations for the jurisdictions served; and,

WHEREAS, Tualatin Valley Fire and Rescue A Rural Fire Protection District, hereinafter referred to as the District, desires to and finds it necessary to adopt the following regulations to provide minimum fire safety and that a plan for inspections and maintenance will upgrade existing structures, thereby reducing hazards of fire, thus does hereby adopt the following regulations; and now, therefore,

IT IS ORDAINED AS FOLLOWS:

TITLE AND FILING:

This ordinance, including the codes hereby adopted, shall be filed in the record of the District and in the office of Washington, Multnomah, and Clackamas County Clerks and State Fire Marshal's office as prescribed by ORS 478.940. A copy shall be posted at each fire station within the District. From the date on which this ordinance shall take effect, provisions thereof shall be controlling within the territorial limits of the District and within each city or county within the District approving pursuant to ORS 478.924. The whole of this ordinance shall be known as the Fire Prevention Code and may be referred to as the Fire Code and shall be enforced by the Fire Marshal's Office created by Ordinance 91-02.

SCOPE:

This Fire Code provides minimum life and fire safety regulations to reduce the hazards of fire, explosion and other perils. The code also protects life and property to a reasonable degree by supplementing laws relating to fire safety and shall apply to existing buildings.

SECTION I, ADOPTION OF UNIFORM CODES

The following codes are hereby adopted by the District for the purpose of prescribing regulations governing conditions hazardous to life and property from fire or explosion. Those certain codes and standards known as the:

- A. Uniform Fire Code, 1994 Edition, Volume 1, including Appendices I-A, I-B, I-C, II-A, II-B, II-C, II-D, II-F, II-I, III-A, III-C, IV-A, V-A, VI-A, VI-B, VI-E, and VI-F as published and copyrighted by International Fire Code Institute and International Conference of Building Officials, except as hereinafter amended by this Ordinance.
- B. Uniform Fire Code, 1994 Edition, Volume 2, as published and copyrighted by the International Fire Code Institute and International Conference of Building Officials, except as hereinafter amended by this Ordinance.

SECTION II, DEFINITIONS

Definitions set forth in the State of Oregon *Structural Specialty Code* and State of Oregon *Mechanical Specialty Code*, Uniform Fire Code and the National Fire Protection Association (NFPA) codes, standards, recommended practices and guides are hereby adopted save and except for the following:

- A. Whenever the terms "Administrator", "Director", or "Chief" are used, they shall be held to mean the Fire Chief or authorized representative.
- B. Whenever the term "Authorized Representative" is used, it shall be held to mean the person charged with enforcement of the Fire Prevention Code.
- C. Whenever the term "Board of Appeals" is used, it shall be held to mean the Board of Appeals that is provided by the Fire Prevention Code of the District.
- D. Whenever the term "Board of Directors" is used, it shall be held to mean the elected officials of Tualatin Valley Fire and Rescue A Rural Fire Protection District.
- E. Whenever the term "Uniform Building Code" or "Building Code" is used it shall be held to mean the State of Oregon *Structural Specialty Code, 1996 Edition*, as adopted by the State Building Codes Division and made effective April 1, 1996.
- F. Whenever the term "Building Department" is used it shall be held to mean the building department of the city or county of which it is a part thereof.
- G. Whenever the term "Building Official" is used in the Uniform Building Code, Uniform Mechanical Code and ORS Chapter 455, it shall mean the Building Official of the city or county which is a part of this district.
- H. Whenever the term "Chief" or "Chief of the Fire Department" is used, it shall be held to mean the Fire Chief of the District.
- I. Whenever the term "Chief of Police" is used, it shall be held to mean whichever chief of Police or Sheriff has jurisdiction within the geographical area so affected.
- J. Whenever the term "Chips" is used, it shall be held to mean small pieces of wood by-products that will not pass through a 0.25 inch (6.4 mm) screen. Chips are used in the manufacturing of pulp and other wood products.
- K. Whenever the term "Cold Deck" is used it shall be held to mean a single ranked pile of logs with individual logs.
- L. Whenever the term "Corporate Counsel" or "City Attorney" or "Attorney" is used, it shall be held to mean the Attorney for the District.
- M. Whenever the term "District" is used, it shall be held to mean Tualatin Valley Fire and Rescue A Rural Fire Protection District.
- N. Whenever the term "Fire Prevention Bureau" is used, it shall be held to mean the Fire Marshal's Office.
- O. Whenever the term "jurisdiction", "city", "county", "state", or "municipality" is used, it shall be held to mean the district or the city or county of which this District is a part.
- P. Whenever the term "hazardous vehicle" is used, it shall be held to mean vehicles blocking or obstructing a public or private right-of-way or fire hydrants, or vehicles with leaking fuel tanks or other hazardous materials, or vehicles located in violation of the Fire Prevention Code.

- Q. Whenever the term "Hogged Material" is used, it shall be held to mean a mixture of bark, chips, dust or other pieces of natural wood by-products.
- R. Whenever the term "Lumber" is used, it shall be held to mean timber sawn into standardized members or boards.
- S. Whenever the term "Uniform Mechanical Code" or "Mechanical Code" is used it shall be held to mean the State of Oregon *Mechanical Specialty Code, 1996 Edition*, as adopted by the State Building Codes Division and made effective April 1, 1996.
- T. Whenever the term "Plywood" is used, it shall be held to mean waferboard, oriented strand board, particle board, fiber board and composite panels.
- U. Whenever the term "Yard Waste Facility" is used, it shall be held to mean a facility in which yard waste from tree, brush and other natural materials is processed into chips or hogged material.
- V. Whenever the term "room" is used, it shall be held to mean a space or area bounded by any obstructions to exit passage which at any time encloses more than 80 percent of the perimeter of the area. In computing the unobstructed perimeter, openings less than 3 feet in clear width and less than 6 feet 8 inches high shall not be considered.

SECTION III, ESTABLISHMENT OF LIMITS FOR STORAGE OF FLAMMABLE OR COMBUSTIBLE LIQUIDS IN OUTSIDE ABOVE GROUND TANK:

The limits referred to in Section 7902.2.2.1 and 7904.2.5.4.2 of the Uniform Fire Code relating to the storage of Class I and II flammable liquids or combustible liquids in outside aboveground tanks, are the limits of the District.

EXCEPTION: The Chief, after consideration of built-in fire protection or fire extinguishing facilities or topographical conditions and the District's firefighting capabilities may permit the installation of above ground storage tanks in industrial areas, farms, gravel pits, rock quarries and other isolated areas.

SECTION IV, ESTABLISHMENT OF LIMITS FOR STORAGE OF EXPLOSIVES AND BLASTING AGENTS:

The limits referred to in Section 7701.7.2 of the Uniform Fire Code, relating to the storage of explosive materials, are the limits of the District.

EXCEPTION: The Chief, after consideration of built-in fire protection or fire extinguishing facilities or topographical conditions, and the District's firefighting capabilities, may permit the storage of explosives and blasting agents on farms, gravel pits, rock quarries, and other isolated areas.

SECTION V, ESTABLISHMENT OF LIMITS FOR STORAGE OF LIQUEFIED PETROLEUM GAS:

The limits referred to in Section 8204.2 of the Uniform Fire Code, in which storage of liquefied petroleum gas is restricted, are hereby established as the limits of the District.

EXCEPTION: The Chief, after consideration of built-in fire protection or firefighting facilities or topographical conditions, and the District's firefighting capabilities, may permit the installation of liquefied petroleum gas containers in industrial areas, farms, gravel pits, rock quarries, and other areas, and then only when approval has been obtained pursuant to Section 8202 of the Uniform Fire Code.

SECTION VI, AMENDMENTS MADE IN THE UNIFORM FIRE CODE:

The Uniform Fire Code is amended and changed in the following respects:

1. Section 101.4 is amended to read as follows:

"The Chief, with the approval of the Board of Directors, is authorized to make and enforce such rules and regulations for the prevention and control of fires and fire hazards as may be necessary from time to time to carry out the intent of this code. A minimum of one certified copy or number required by the governing laws of such rules and regulations shall be filed with the Clerk of the District and the Clerk of any cities or counties governed by the jurisdiction and shall be in effect immediately thereafter and additional copies shall be kept in the office of the fire district for distribution to the public."

2. Section 103.2.1.1 is amended by deleting the word "and" at the end of number 7, adding a comma to the end of number 8, and adding the following:

"9. The adequacy of means of approach to buildings and structures by mobile fire apparatus and firefighting personnel,"

"10. Providing firefighting water supplies and fire detection and suppression apparatus adequate for the protection of buildings and structures,"

"11. Issuance of permits before burning trash or waste material, and "

"12. Inspection of premises by officers designated by the Chief and requiring removal of fire and life safety hazards found on premises at such inspections."

3. Section 103.3.1.1 is amended by replacing the word "shall" with "may" in the first sentence.

4. Section 103.4.4 is amended by replacing the word "misdemeanor" with "violation of the Fire Code (see ORS 478.930 and 478.990)."

5. Section 103.4.5 is amended by deleting the last sentence of the section, as follows:

"See the procedure specified in Chapters 4 through 9 of the *Uniform Code for the Abatement of Dangerous Buildings*."

6. Section 105.8 is amended by deleting all permits, except the following:

Tables 105-A, 105-B and 105-C are deleted from this section and a new Table 105 is hereby created.

c.2. Carnivals and fairs

c.7 is amended to read: "To store, use or handle at normal temperatures and pressures compressed gases in excess of the amounts listed in Table 105. A permit is also required to install, repair, abandon, remove, place temporarily out of service, close or substantially modify a compressed gas system."

"EXCEPTIONS: 1. For routine maintenance.

2. For emergency repair work performed on emergency basis."

c.9 is amended by replacing "Table 105-B", with "Table 105."

e.1. Explosives or blasting agents

- f.3.3 is amended to read: "A permit is required to store, use or handle flammable or combustible liquids in excess of those specified in Table 105. A permit is also required to install, repair, abandon, remove, place temporarily out of service, close or substantially modify tanks or piping systems."
- h.1 is amended by replacing "Table 105-C" wherever it appears in this paragraph with "Table 105."
- h.2 is amended to read: "A permit is required to store, handle, or use hazardous production materials in Group H, Division 6 Occupancies when materials are greater than those specified in Table 105."
- "h.4 Haunted Houses."
- i.1 Liquefied petroleum gases
- o.2 Organic Coatings.
- p.2 is amended to read: "A permit is not required for occupancies permitted by the building department for Group A occupancies. Other occupancies used for temporary assemblies shall obtain a permit."
- p.3 Pyrotechnical special effects material
- t.1 Tents, canopies and temporary membrane structures

7. Table 105 - Permit amounts for Hazardous Materials Presenting Physical or Health Hazard^{1,2,3}

CONDITION		STORAGE			USE - CLOSED SYSTEMS			USE - OPEN SYSTEMS	
Material	Class	Solid Lbs. (Cu.Ft.)	Liquid Gallons (Lbs.)	Gas Cu. Ft.	Solid Lbs. (Cu. Ft.)	Liquid Gallons (Lbs.)	Gas Cu. Ft.	Solid Lbs. (Cu. Ft.)	Liquid Gallons (Lbs.)
1.1 Combustible liquid	II	N.A.	120	N.A.	N.A.	120	N.A.	N.A.	30
	III-A	N.A.	330	N.A.	N.A.	330	N.A.	N.A.	80
	III-B	N.A.	13,200	N.A.	N.A.	13,200	N.A.	N.A.	3,300
1.3 Cryogenic, flammable or oxidizing			45	N.A.	N.A.	45	N.A.	N.A.	10
2.1 Explosives		1	(1)	N.A.	1/4	(1/4)	N.A.	1/4	(1/4)
3.1 Flammable solid		125	N.A.	N.A.	0	N.A.	N.A.	0	N.A.
3.2 Flammable gas (gaseous) (liquefied)		N.A.	N.A.	750	N.A.	N.A.	750	N.A.	N.A.
		N.A.	15	N.A.	N.A.	15	N.A.	N.A.	N.A.
3.3 Flammable liquid Combination I-A, I-B, I-C	I-A	N.A.	30	N.A.	N.A.	30	N.A.	N.A.	10
	I-B	N.A.	60	N.A.	N.A.	60	N.A.	N.A.	15
	I-C	N.A.	90	N.A.	N.A.	90	N.A.	N.A.	20
		N.A.	120	N.A.	N.A.	120	N.A.	N.A.	30
4.1 Organic peroxide, unclassified detonable		1	(1)	N.A.	1/4	(1/4)	N.A.	1/4	(1/4)
4.2 Organic peroxide	I	5	(5)	N.A.	1	(1)	N.A.	1	(1)
	II	50	(50)	N.A.	50	(50)	N.A.	10	(10)
	III	125	(125)	N.A.	125	(125)	N.A.	25	(25)
	IV	500	(500)	N.A.	500	(500)	N.A.	100	(100)
	V	N.L.	N.L.	N.A.	N.L.	N.L.	N.A.	N.L.	N.L.
4.3 Oxidizer	4	1	(1)	N.A.	1/4	(1/4)	N.A.	1/4	(1/4)
	3	10	(10)	N.A.	2	(2)	N.A.	2	(2)
	2	250	(250)	N.A.	250	(250)	N.A.	50	(50)
	1	4,000	(4,000)	N.A.	4,000	(4,000)	N.A.	1,000	(1,000)
4.4 Oxidizer - gas (gaseous) (liquefied)		N.A.	N.A.	1,500	N.A.	N.A.	1,500	N.A.	N.A.
		N.A.	15	N.A.	N.A.	15	N.A.	N.A.	N.A.
5.1 Pyrophoric		4	(4)	50	1	(1)	10	0	0
6.1 Unstable (reactive)	4	1	(1)	10	1/4	(1/4)	2	1/4	(1/4)
	3	5	(5)	50	1	(1)	10	1	(1)
	2	50	(50)	250	50	(50)	250	10	(10)
	1	N.L.	N.L.	750	N.L.	N.L.	N.L.	N.L.	N.L.
7.1 Water reactive	3	5	(5)	N.A.	5	(5)	N.A.	1	(1)
	2	50	(50)	N.A.	50	(50)	N.A.	10	(10)
	1	125	(125)	N.A.	125	(125)	N.A.	25	(25)
8.1 Corrosives		5,000	500	810	5,000	500	810	1,000	100
9.1 Highly toxics		1	(1)	270	1	(1)	20	1/4	(1/4)
10.1 Irritants		5,000	500	810	5,000	500	810	1,000	100
11.1 Sensitizers		5,000	500	810	5,000	500	810	1,000	100
12.1 Other health hazards		5,000	500	810	5,000	500	810	1,000	100
13.1 Toxics		500	(500)	810	500	(500)	810	125	(125)

N.A. = not applicable N.L. = not limited

- 1 The aggregate quantity in use and storage shall not exceed the quantity listed for storage.
- 2 The quantity of alcoholic beverages in retail sales occupancies are unlimited provided the liquids are packaged in individual containers not exceeding 4 liters.
- 3 In a building where more than one business is located each business shall apply for an individual permit based on the permit quantities specified in this table.

8. Section 901.4.5 is amended by adding:

"901.4.5.1 No Parking Signs.

1. Signs shall read "NO PARKING - FIRE LANE - TOW AWAY ZONE, ORS 98.810 to 98.812".
2. Vertical no parking signs shall be mounted with a clear space above ground level of 7 feet high.
3. Vertical no parking signs shall be 12 inches wide by 18 inches high. Signs shall have red or black letters and border on a white background."

"Section 901.4.5.2 Curb and Surface Markings.

Fire Access Road Curbs shall be painted yellow and be posted "No Parking Fire Lane" at each 25 feet. Lettering shall have a stroke of 1-inch wide by 6-inches high. Roadway driving surfaces, at the discretion of the Chief, shall be painted with 6-inch diagonal striping. The color shall be yellow against a high contrast background."

9. Section 902.2.4.1 is amended by adding a third paragraph to read:

"The Chief may order any vehicle to be removed which is in violation of the Uniform Fire Code and/or is an obstruction to suppression of fire. If the vehicle is left unattended, the Chief may cause the vehicle to be towed. Towing expenses will be incurred by the owner."

10. Section 903 is amended as follows:

"903.3 Required Fire Flow: No building shall be constructed, altered, enlarged, moved, or repaired in a manner that by reason of size, type of construction, number of stories, occupancy, or any combination thereof creates a need for a fire flow in excess of 3,000 gallons per minute at 20 pounds per square inch residual pressure, or exceeds the available fire flow at the site of the structure. The requirements for determining fire flow for all buildings are set out in Uniform Fire Code, Appendix III-A, in areas with municipally developed water supplies; or, National Fire Protection Association (NFPA) Standard 1231, 1993 Edition, *Standard on Water Supplies for Suburban and Rural Firefighting* for rural areas where no municipally developed water supply is available, which is hereby adopted and by this reference becomes a part of this ordinance."

"EXCEPTION: Fire flow requirements in excess of 3,000 gallons per minute may be allowed if, in the opinion of the Chief, all reasonable methods of reducing the fire flow have been included within the development and no unusual hazard to life and property exists.

Existing buildings that require a fire flow in excess of 3,000 gallons per minute are not required to comply with the fire flow requirements of this section. However, changes in occupancies or the character of occupancies, alterations, additions or repairs shall not further increase the required fire flow for buildings."

"903.3.1 Rural Water Supply: Outside of the boundaries of a municipal type water supply, the water supply for firefighting shall be provided in accordance with NFPA 1231.

Note: Credit for installation of alarm systems in Section VI, Item 28 of this ordinance is not applicable to this section."

"EXCEPTIONS:

- (1) When smoke detection would produce adverse or false alarms, upon judgment of the Chief, fixed temperature or rate of rise heat detection may be substituted.

- (2) In other than the occupancies listed in ORS 479.010(l)(i), where in the opinion of the Chief the loss of a structure would not incur substantial impact on the community financially, commercial occupancies shall be equipped with a smoke detection system installed throughout complying with Uniform Fire Code Standard 10-2 and 10-3 that is monitored by a central station which has been approved by the Chief.
- (3) When there are not more than two Group R-3 or Group U occupancies on a single parcel of not less than one acre, the requirements of this section may be modified provided, in the opinion of the Chief, firefighting or rescue operations would not be impaired."

"903.3.2 Municipal or Public Water Supply: An approved water supply for areas inside water districts or municipally developed water supplies (private or public) capable of supplying required fire flow for fire protection shall be provided to all premises upon which buildings are moved or portions of buildings are hereafter constructed."

"EXCEPTION: Exceptions #2 and #3 of Section 903.3.1 may be applied to Section 903.3.2."

11. Section 903.4.2 is amended by adding:

"903.4.2.1 Commercial Buildings. Fire hydrants shall be located so that no portion of the exterior of a commercial building is more than 250 feet from a fire hydrant as measured in an approved manner around the outside of the structure and along the approved route of travel accessible to fire apparatus. The minimum number of hydrants shall be determined by the following: 1 hydrant for the first 2,000 gallons per minute of fire flow and 1 additional hydrant per 1,000 gallons per minute or fraction thereof of fire flow. Hydrants shall be determined prior to giving credit for fire protection systems in Section VI, Item 28 of this ordinance."

"EXCEPTIONS:

- (1) When such buildings are protected throughout with an approved automatic fire extinguishing system, the Chief may allow variations up to a maximum of 500 feet, provided adequate protection is maintained.
- (2) Temporary and portable structures used at construction sites when both the following conditions are provided;
 - A. When the structures are not less than 40 feet from the primary structure(s) under construction or buildings on adjacent properties.
 - B. When the combined areas of the temporary portable structures are not greater than 2,500 square feet in size. Areas of structures may be considered as separate when there is 40 feet or more between each group of buildings. The square footage of cargo containers shall also be included in the area."

"903.4.2.2 Non-Commercial Buildings. Unless otherwise approved by the Chief, fire hydrants shall be placed at each street intersection. Intermediate hydrants are required when the distance to any part of a non-commercial building exceeds 500 feet as measured in an approved manner around the outside of the structure and along a route of travel accessible to fire apparatus."

"Note: For the purpose of Section 903, a "commercial building" means a building used for other than Group R Division 3 (when built as one or two family dwellings), Group U, or agricultural occupancies as defined in the Building Code."

"903.4.2.3 Fire Department Connection Pressurized Hydrants. Fire hydrants on private water mains that are pressurized by a fire department connection shall not be considered to contribute to the above requirements unless specifically approved by the Chief."

"903.4.2.4 Fire Hydrant Distance from Driving Surface. Fire hydrants shall be placed not more than 15 feet from an approved access roadway unless specifically approved by the Chief."

"903.4.2.5 Fire Department Connections. Fire department connection(s) shall not be attached to the protected structure unless approved by the Chief. Fire department connection(s) shall be located within 70 feet (21 336 mm) of a fire hydrant."

12. Article 10 is amended by adding Section 1007.2.6.5, to read as follows:

"1007.2.6.5 Lumber, plywood and veneer mills. Lumber, plywood and veneer mills shall be provided with a manual fire alarm system. See Section 3004.7 of Attachment #2."

13. Section 1107.1 is amended by adding the following subsections:

"1. The use of portable electric heaters and fuel fired space heaters in Groups I and SR Occupancies is prohibited."

"2. All portable electric heating devices shall have a high-temperature limiting device and a tip-over switch. Use of unvented fuel fired space heaters shall be approved by the Chief."

14. Article 11 is amended by adding Section 1115, Collection and Storage of Combustible, Recyclable Materials, to read the same as the State Fire Marshal's amendment to the Uniform Fire Code. (see attachment #1 to this Ordinance)

15. Article 13 is amended by adding "When required by the Chief," to the beginning of Section 1303.3.1. (The remainder of Section 1303.3.1 remains the same.)

16. Article 30, Wood Products, is amended to read the same as the State Fire Marshal's amendment to the Uniform Fire Code. (see attachment #2 to this Ordinance)

17. Article 53, Thermosetting Plastic Manufacturing Facilities, is added to read the same as the State Fire Marshal's amendment to the Uniform Fire Code. (see attachment #3 to this Ordinance)

18. Article 63 is amended by deleting Section 6323.

19. Article 77 is amended to read the same as the State Fire Marshal's amendments to the Uniform Fire Code except Sections 7701.3, 7701.3.1, 7701.3.2, 7701.4 and 7701.7.2 are retained.

20. Article 78, Section 7802, is amended to read the same as the State Fire Marshal's amendment to the Uniform Fire Code except 7802.4.3 is retained. (see attachment #4 to this Ordinance)

21. Section 7901.3.2 Plans is amended to read "Plans shall be submitted with each application for a permit to store more than 1,000 gallons of flammable or combustible liquids..." (the remainder of Section 7901.3.2 remains unchanged).

22. Section 8201 is amended by deleting the second sentence and creating a paragraph to read:

"For regulation of liquefied petroleum gas, see ORS 480.410 through 480.460 and OAR 837-30-100 through 837-30-280."

23. Section 8202 is amended as follows:

"8202.1 Permits and Plans. The Chief shall be notified prior to the installation of containers or receptacles approved for liquefied petroleum gas, including installations at private homes and apartments."

"EXCEPTION: The replacement of empty containers or receptacles with other containers constructed in accordance with the Interstate Commerce Commission specifications."

"8202.2 Fees. All fees due and payable shall accompany the notification. The Chief shall collect from the installer an installation inspection fee to cover the cost of initial inspection by the Chief after installation. The installation inspection fee shall be set by ordinance."

"8202.3 Plans. Where a single container is over 2,000-gallons (7571L) water capacity or the aggregate capacity of containers is over 4,000-gallon (15142L) water capacity, the installer shall submit plans for such installation prior to setting any tank(s)."

24. Article 82 is amended by adding a new Section 8215 as follows:

"Section 8215 – Utility Plants.

8215.1 General. No person shall maintain or operate a liquefied petroleum gas utility plant without first obtaining a permit from the Chief."

25. Article 82 is amended by adding a new Section 8216 as follows:

"Section 8216 – Licenses.

8216.1 General. No person shall engage in or work at the business of installing, altering, extending or repairing liquefied petroleum gas equipment or appliances unless the person has received a gas installation license from the State Fire Marshal in accordance with ORS 480.410 to 480.460, as now enacted."

26. Table 8204-A, Footnote 5 is amended as follows:

"The following shall apply to above ground containers installed alongside buildings "and property lines":

27. Article 90 is amended by adding the following standard to Section 9003:

"n.2.2. 46 Recommended Safe Practices for Storage of Forest Products."

28. Appendices I-D and I-F are added to this Ordinance as written and adopted by the State Fire Marshal's Office. (see attachments # 5 and #6 to this Ordinance)

29. Appendix III-A is amended as follows:

Section 4 is amended:

"4.2 Area Separation. Each portion of a building separated by one or more area separation wall(s), in accordance with the Uniform Building Code, Section 504.6 may be considered as a separate fire area(s) for the purpose of determining the required fire flow."

Section 5 is amended:

"5.2 Buildings other than One and Two Family Dwellings. The required building fire flow and duration shall be determined by the size and construction type of the structure under consideration."

"5.2.1 Occupancy Hazards"

"5.2.1.1 Single Occupancy Hazards. Where only a single occupancy hazard is housed in a building the minimum required building fire flow shall be multiplied by the hazard factor in Table A-III-A-2 to determine the total required fire flow."

"5.2.1.2 Multiple Occupancy Hazards. Where more than one hazard is housed in a building the minimum required building fire flow shall be proportioned by percentage of the floor area used for each occupancy hazard. The proportioned building fire flow shall be multiplied by the hazard factor, relating to that portion of the building in table A-III-A-2 and totaled to determine the required fire flow."

"Table A-III-A-2

Light Hazard Occupancies	1.0
Ordinary Hazard (Group 1)	1.2
Ordinary Hazard (Group 2)	1.3
Extra Hazard (Group 1)	1.4
Extra Hazard (Group 2)	1.5"

"Note: For examples of Occupancy Hazard Classifications see UBC Volume 3, Standard 9-1, Appendix Section A-1-4.7."

"5.2.2 The product of the multiplication in either Section 5.2.1.1 or Section 5.2.1.2 provides the total required fire flow."

"5.2.3 The total required fire flow may be reduced by one of the following options, but in no case shall be less than 1500 GPM @ 20 psi residual."

- "1.** Reduced by 75 percent where a complete approved automatic fire extinguishing system meeting the requirements of the Uniform Building Code, Chapter 9, is installed throughout the building and the system is fully and electrically supervised in accordance with the Uniform Fire Code Standard 10-2 and is monitored by an approved underwriters laboratory listed central station."
- "2.** Reduced by 50 percent where a complete automatic fire extinguishing system meeting the requirements of the Uniform Building Code, Chapter 9 is installed throughout the building."
- "3.** Reduced by 25 percent where an approved complete smoke sensing fire detection and manual fire alarm system is installed throughout the building and electrically interconnected one with the other and electrically intertied to an approved central receiving station. The smoke detection system shall meet the requirements of Uniform Fire Code Standards 10-2 and 10-3, and manual fire alarm pull stations and systems shall meet the requirements of Uniform Fire Code Standard 10-2. The central station shall be Underwriters Laboratory listed and approved by the Chief. The smoke detection option may be revoked by the Chief when excessive false alarms may occur or when other potential conditions may cause malfunctioning of the system."

SECTION VII, PENALTIES

Any person who violates any of the provisions of these regulations hereby adopted or fails to comply therewith, or violates or fails to comply with any order made thereunder, or who builds in violation of any detailed statements, specification or plans submitted and approved thereunder and from which no appeal has been taken, or shall fail to comply with such an order as affirmed or modified by the Board of Appeals or by a court of competent jurisdiction within the time affixed herein, shall severally, for each and every such violation and non-compliance respectively, be guilty of a violation of the Fire Prevention Code as provided in ORS 478.930, punishable upon conviction as prescribed by ORS 478.990. All fines or punishments authorized upon conviction shall include the costs to the District to remedy the violation including costs of towing, storage or removal of the hazard or obstruction if necessary.

Any person who violates the provisions of ORS 478.960 (Burning of certain materials permitted only with permission of the Chief; Burning Schedule (1) through (8)) shall be guilty of a misdemeanor, shall severally, for each and every violation be punishable upon conviction as prescribed by ORS 478.990 and shall be subject to costs under 478.965.

The corporate counsel, the Chief, or the Fire Marshal or designated representative may bring a complaint in law or in equity to alleviate a violation of this ordinance as well as in addition to the rights to enforce said ordinance under the provisions of ORS 478.930 and ORS 478.990.

SECTION VIII, PLAN REVIEW, SUBMITTAL OF PLAN FOR FIRE CODE APPROVAL

Plans and specifications shall be submitted to the Chief of the District or authorized representative for examination and approval with respect to conformance with these regulations and no construction shall proceed prior to such approval for the following: Flammable liquid storage, utilization or transportation or dispensing facilities; facilities for the storage, handling, transport and use of explosives and blasting agents; dry cleaning plants; facilities for the storage, handling, use and transportation of liquefied petroleum gas; or any other building, structure or facility wherein highly combustible or hazardous materials are manufactured, utilized, dispensed, conveyed or stored.

When the Chief or authorized representative approves any such plan it shall be so signified by means of a stamp and signature. All construction or alteration shall thereafter comply with the approved plan, in all respects, unless modified by subsequent written permit or order of the Chief. Plans and specifications shall be drawn to scale upon substantial paper or cloth and shall be of sufficient clarity and detail to permit the Chief to determine the question of conformity with these regulations and shall include a plot plan showing type and location of the proposed buildings, structures, facilities and fire hydrant locations and access ways in relationship to the property lines, and all other buildings, structures and facilities proposed or existing on the premises. Approval of plans shall not be construed as a permit to violate any applicable law or regulation of the State, County, City, or Fire District.

SECTION IX, FIRE CODE BOARD OF APPEALS

Through adoption of the Uniform Fire Code, 1994 Edition, the District has the authority to establish a board of appeals. Such board of appeals may be implemented through bylaws and other procedures adopted by ordinance of the District. In the event that the fire district Board adopts a board of appeals, the provisions of this ordinance, where appropriate, be subject to the board of appeals procedures.

SECTION X, REPEAL OF CONFLICTING ORDINANCES

Pursuant to ORS 478.924, the provisions of this ordinance, i.e. the Fire Code, shall be controlling within the territorial limits of the District and within each city or county within the District approving pursuant to ORS 478.924. The existing fire code, Ordinance 92-01, has been approved within each city and county within the District. The District desires that the existing fire code continue in effect until such time as the cities and counties within the District have approved this new Fire Code pursuant to ORS 478.924. Accordingly, Ordinance 92-01, and all former ordinances or parts thereof, which are conflicting or inconsistent with the provisions of this ordinance or of the code or standards hereby adopted, are hereby repealed, effective the effective date of this ordinance; provided, however, that Ordinance 92-01 shall continue in effect in each city or county which has approved it until the city or county approves this Ordinance 96-01. Further, prosecutions or violations under repealed ordinances may continue after the effective date of this ordinance.

SECTION XI, VALIDITY

The District hereby declares that should any section, paragraph, sentence or word of this ordinance or of the Codes or Standards hereby adopted be declared for any reason to be invalid, it is the intent of the District that it would have passed all other portions of this ordinance independent of the elimination of any such portion as may be declared invalid.

SECTION XII, DATE OF EFFECT

The Board of Directors of the Fire District finds and determines that it is necessary and expedient that the provisions of this ordinance become effective 30 days following the final reading.

First reading by Title only this 24 day of September, 1996.

Second reading by Title only this 21 day of October, 1996.

PASSED by the District this 21 day of October, 1996.

Larry D. Giff
PRESIDENT

Don Y. Bodnar
SECRETARY-TREASURER

Attachment #1

SECTION 1115 — COLLECTION AND STORAGE OF COMBUSTIBLE, RECYCLABLE MATERIALS

1115.1 Scope. Buildings containing the collection and storage of combustible, recyclable materials shall be in accordance with Section 1115 and shall be commensurate to the occupancy in which storage or recycling practices are conducted. This section excludes commercial rubbish handling occupancies and commercial paper recycling and plastic recycling occupancies.

1115.2 Definitions.

1115.2.1 General. For definitions of APPROVED; LISTED; NONCOMBUSTIBLE; OCCUPANCY CLASSIFICATION and RUBBISH, see Article 2.

1115.2.2 Limited Application. For the purpose of Section 1115, certain terms are defined as follows:

RECYCLABLE PAPER AND PLASTIC MATERIAL means any paper or plastic that would otherwise be a useless, unwanted or discarded material, except for the fact the material still has useful physical or chemical properties after serving a specific purpose, and the material has been kept separate from rubbish and waste material.

1115.3 Collection and Storage of Recyclable Paper. Recyclable paper collection and storage shall be maintained as follows:

1. Desk side shall not exceed 15 gallons (57 L) total per desk [maximum of two 9-inch by 12-inch by 16-inch (229 mm by 305 mm by 406 mm) containers], in addition to collection and storage totals specified for small, medium, and large rooms. Containers shall be noncombustible or accepted containers.
2. Small rooms [500 square feet (46.4 m²) or less] shall not exceed three 15 gallon (57 L) containers. Containers shall be noncombustible or accepted containers.
3. Medium rooms [over 500 square feet (46.4 m²) but less than 1000 square feet (93 m²) or copy rooms] shall not exceed three 55 gallon (208 L) containers. Containers shall be noncombustible or accepted containers.
4. Large rooms [over 1000 square feet (93 m²)] shall not exceed three 55 gallon (208 L) for every 75 feet (22 860 mm) of travel. Containers shall be noncombustible or accepted containers.

Note: Areas completely separated by partition walls in accordance with the *Oregon Structural Specialty Code* may be reclassified as small or medium rooms for the purpose of placing recycling containers.

5. Full containers shall be removed to an outside location or to an approved inside storage room.

1115.4 Accepted Containers. For the purposes of Section 1115, examples of accepted containers include, but are not limited to, the following:

1. At desk side fiber or polyethylene barrels or cardboard boxes or polypropylene-bag/rack systems may be used.
2. In small rooms fiber or polyethylene barrels or cardboard boxes or polypropylene-bag/rack systems may be used.
3. In medium rooms polypropylene bag/rack systems or fiber or polyethylene barrels may be used.
4. In large rooms metal containers or fiber or polyethylene barrels may be used.

NOTE: In large rooms as of October 1, 2002, containers unable to support the contents under fire conditions will be permitted only for use inside a metal can or other approved solid containers. This limitation will be reviewed by the State Fire Marshal in collaboration with the recycling industry in 1997 and 2000 to determine if hazards and fire incidents justify its implementation.

EXCEPTION: In Group I and Group SR, Division 1, Division 2, Division 3.1 and Division 4 Occupancies, containers used for the short term storage of combustible recyclable materials shall be of noncombustible or other listed material, not to exceed 15 gallon (57 L) capacity.

1115.5 Location of Containers in Buildings/Facilities. Location of containers in buildings and facilities shall be as follows:

1. Containers shall not be placed near any exit, in any exit corridor, in or under any stairway, or near any possible heat source.
2. Containers shall not be used or stored in any location that constitutes a hazard greater than would be expected in a normal office or classroom, specifically: furnace rooms, mechanical labs, chemistry labs, biology labs, electrical rooms, wood shops, machine shops, or other hazardous areas as determined by the chief.

1115.6 Central Collection and Storage Areas. Central collection and storage areas shall be as follows:

1. Central storage locations are preferred to be located outside building/facilities, but approved inside storage rooms are permitted.
2. Inside storage shall be in areas of not less than one hour construction with openings protected as required for occupancy separations

and provided with an approved automatic sprinkler system or subject to the requirements of the chief.

3. "Hazardous Area — No Smoking" signs shall be posted and good housekeeping shall be maintained.
4. Containers made of metal, fiber, polyethylene, or noncombustible approved material are required.
5. Recyclable paper in the central storage area shall be removed from the building/facility on a regular basis as needed to maintain good housekeeping. In Group I and Group SR, Division 1, Division 2, Division 3.1 and Division 4 Occupancies, containers shall be emptied each day.
6. Allowable quantities of paper stored in rooms, facilities or other areas of storage shall be in accordance with Article 11.
7. In Group I and Group SR, Division 1, Division 2, Division 3.1 and Division 4 Occupancies, containers for long term storage shall be placed outside and a minimum of 5 feet (1524 mm) from the exterior of the building and shall be of a metal or other noncombustible and listed material with a metal or noncombustible lid in place at all times.

1115.7 Collection and Storage of Recyclable Plastic. Recyclable plastic collection and storage shall maintained as follows:

1. Collection

- 1.1 Metal or other approved noncombustible containers with tight fitting lids shall be used at all times while within a structure.
- 1.2 Full containers shall be removed to an outside location or to an approved inside storage room.

2. Storage

- 2.1 Central storage locations are preferred to be located outside buildings/facilities, but approved inside storage is permitted.
- 2.2 Central storage rooms shall have a minimum of one hour construction with rated openings or equipped with an approved automatic sprinkler system. Good housekeeping shall be maintained and "Hazardous Area—No Smoking" signs shall be posted.
- 2.3 Outside storage will be posted "Hazardous Area—No Smoking" and good housekeeping shall be maintained.
- 2.4 Barrels made of metal or noncombustible approved material with metal or non-combustible lids are required in central collection and storage areas.
- 2.5 Recyclable plastic in the central storage area shall be removed from the building/facility on a regular basis as needed to maintain good housekeeping.
- 2.5 Allowable quantities of recyclable plastic stored in rooms, facilities or other areas of storage shall be in accordance with Article 11.

Attachment #2

ARTICLE 30 — WOOD PRODUCTS

SECTION 3001 — SCOPE

The storage, manufacturing, processing and sale of wood products and by-products shall be in accordance with Article 30.

SECTION 3002 — DEFINITIONS

3002.1 General. For definitions of APPROVED, CHIPS, COMBUSTIBLE FIBERS and COMBUSTIBLE DUST, see Article 2.

3002.2 Limited Application. For the purpose of Article 30, certain terms are defined as follows:

Fines are small pieces or splinters of wood by-products that will pass through a 0.25 inch (6.4 mm) screen.

Plywood and Veneer Mills are facilities that process raw wood products into finished wood products that include waferboard, oriented strand board, fiber board, composite wood panels and plywood.

Raw Products is a mixture of natural materials such as tree or brush trimmings or waste logs and stumps.

Static Piles are piles in which processed product is mounded and is not being turned or moved.

Timber and Lumber Production Facilities are facilities that process raw wood products into finished wood products.

Treated refers to only wood products that have been treated with a petroleum-based product.

Unit is 200 cubic feet (5.7 m³) of solid wood, chips or hogged material.

SECTION 3003 — PERMITS

For permits for wood product storage, see Section 105, Permit w.2.

SECTION 3004 — GENERAL REQUIREMENTS

3004.1 Open yards. Open yards required by the Building Code shall be maintained around structures.

3004.2 Dust Control. Equipment or machinery located inside buildings which generates or emits combustible dust or fibers shall be provided with an approved dust-collection and exhaust system installed in conformance with Article 76 and the Mechanical Code. Equipment or systems that are used to collect, process or convey combustible dusts or fibers shall be provided with an approved explosion venting or control system in accordance with the Building Code.

3004.3 Waste Removal. Sawmills, planing mills and other wood-working plants shall be equipped with a waste removal system which will collect and remove sawdust and shavings. Such systems shall be installed in accordance with Article 76 and the Mechanical Code.

3004.4 Fire Apparatus Access Roads.

3004.4.1 Access. Fire apparatus access roadways shall be provided to within 150 feet (45 720 mm) of all portions of yards in accordance with Section 902.2.

EXCEPTION: The requirement for an all-weather driving surface may be modified when approved by the chief.

3004.4.2 Driveways. Driveways between and around lumber piles shall be at least 15 feet (4572 mm) wide and driveways shall be spaced such that a maximum grid system unit of 50 feet (15 240 mm) by 150 feet (45 720 mm) is produced. Driveways shall be maintained free from accumulation of rubbish, equipment or other articles or materials.

3004.4.3 Access Plan. When storage pile configurations could change due to changes in product operations and processing, the access plan shall be submitted for approval when required by the chief.

3004.5 Fire Alarms.

3004.5.1 Transmission Of Alarms. An approved means for transmitting alarms to the fire department shall be provided in timber and lumber production mills, and plywood and veneer mills.

3004.5.2 Manual Fire Alarm. A manual fire alarm system conforming to Section 1007 shall be installed in areas of timber and lumber production mills and for plywood and veneer mills which contain product dryers or other significant ignition sources as designated by the chief and shall be in accordance with Section 1007.

EXCEPTION: When dryers or other sources of ignition are protected by monitored fire sprinkler systems.

3004.6 Treated Products. Treated lumber and timber products shall be treated and handled in accordance with nationally recognized standards.

3004.7 End Stops. Log and pole piles shall be stabilized by an approved means to assure pile stability.

SECTION 3005 — LOG STORAGE AREAS

3005.1 General. Log storage areas shall be in accordance with Section 3005.

3005.2 Cold Decking. Cold decks shall not exceed 500 feet (152 400 mm) in length, 300 feet (91 440 mm) in width and 20 feet (6096 mm) in height. Cold decks shall be separated from adjacent cold decks or other exposures by a minimum of 100 feet (30 480 mm).

EXCEPTION: When approved by the chief, cold decks protected by special fire protection in accordance with Section 1001.9 may be increased in size. Examples of such special fire protection include additional fire flow, portable turrets and deluge sets, and hydrant hose houses equipped with approved firefighting equipment capable of reaching the entire storage area.

SECTION 3006 — STORAGE OF WOOD CHIPS AND HOGGED MATERIAL IN ASSOCIATION WITH TIMBER AND LUMBER PRODUCTION FACILITIES

3006.1 General. The storage of wood chips and hogged materials in association with timber and lumber production facilities shall be in accordance with Section 3006.

3006.2 Size of Piles. Piles shall not exceed 60 feet (18 288 mm) in height, 300 feet (91 440 mm) in width and 500 feet (152 400 mm) in length. Piles shall be separated from adjacent piles or other exposures by fire department access roadways.

EXCEPTION: When approved by the chief, piles protected by special fire protection in accordance with Section 1001.9 may be increased in size.

3006.3 Pile Fire Protection. Automatic sprinkler protection shall be provided in conveyor tunnels and combustible enclosures that pass under a pile. Combustible or enclosed conveyor systems shall also be protected by automatic sprinkler protection.

3006.4 Material Handling Equipment. Approved material handling equipment shall be readily available for moving wood chips and hogged material.

3006.5 Emergency Plan. The owner or operator shall develop a plan for monitoring, controlling, and extinguishing spot fires. This plan shall be submitted to the Chief for review and approval.

SECTION 3007 — PLYWOOD AND VENEER MILLS

3007.1 General. Plant operations of plywood and veneer mills shall be in accordance with Section 3007.

3007.2 Dryer Protection. Dryers shall be protected throughout by an approved automatic deluge water spray protection system. Deluge heads shall be inspected quarterly for pitch build-up. Deluge heads shall be flushed during regular maintenance for functional operation. Manual activation valves shall be located within 75 feet (22 860 mm) of the drying equipment.

SECTION 3008 — STORAGE AND PROCESSING OF WOOD CHIPS, HOGGED MATERIAL, FINES, COMPOST, AND RAW PRODUCT IN ASSOCIATION WITH YARD WASTE AND RECYCLING FACILITIES

3008.1 General. The storage and processing of wood chips, hogged materials, fines, compost, and raw product produced from yard waste, debris, and recycling facilities shall be in accordance with Section 3008.

3008.2 Storage Site. Storage sites shall be on reasonably level, solid ground or other all weather surface as approved by the Chief. All sites shall be thoroughly cleaned before transferring wood products onto the site.

3008.3 Size of Piles. Piles shall not exceed 25 feet (7 620 mm) in height, 150 feet (45 720 mm) in width and 250 feet (76 200 mm) in length.

EXCEPTION: When approved by the Chief, piles protected by special fire protection in accordance with Section 1001.9 may be increased in size.

3008.4 Pile Separation. Piles shall be separated from adjacent piles by fire department access roadways.

3008.5 Combustible Waste. The storage, accumulation, and handling of combustible materials and control of vegetation shall be in accordance with Section 1103.

3008.6 Static Pile Protection. Static piles shall be monitored by an approved means to measure temperature within the static piles. Internal pile temperature shall be monitored and recorded weekly. All records shall be kept on file at the facility and be made available for inspection. An operational plan indicating procedures and schedules for the inspection, monitoring, and restricting excessive internal temperatures in piles shall be submitted to the Chief for review and approval.

3008.7 Pile Fire Protection. Automatic sprinkler protection shall be provided in conveyor tunnels and combustible enclosures that pass under a pile. Combustible or enclosed conveyor systems shall also be protected by automatic sprinkler protection.

3008.8 Fire Extinguishers. Portable fire extinguishers with a minimum rating of 2A:60BC shall be provided on all vehicles and equipment operating on piles and at all processing equipment.

3008.9 Material Handling Equipment. Approved material handling equipment shall be available for moving wood chips, hogged material, wood fines, and raw product during firefighting operations.

3008.10 Emergency Plan. The owner or operator shall develop and submit to the Chief for review and approval a plan for monitoring, controlling and extinguishing spot fires.

SECTION 3009 — EXTERIOR STORAGE OF FINISHED LUMBER PRODUCTS

3009.1 General. Exterior storage of finished lumber products shall be in accordance with Section 3009.

3009.2 Exterior Lumber Storage. Exterior lumber storage shall be in accordance with Section 1103.3.5. Lumber storage shall be arranged to form stable piles. Piles shall not exceed 150,000 cubic feet (4248 m³) in volume.

3009.3 Fire Apparatus Access Roads. Fire apparatus access roads shall be provided for all portions of exterior lumber storage areas and buildings in accordance with Section 902.2 and 3004.6.

3009.4 Security. Permanent lumber storage areas shall be surrounded with an approved fence. Fences shall be a minimum of 6 feet (1829 mm) in height.

EXCEPTIONS: 1. Lumber piles inside of buildings.
2. Production mills for lumber, plywood and veneer.

Attachment #3

ARTICLE 53 — THERMOSETTING PLASTIC MANUFACTURING FACILITIES

SECTION 5301 — SCOPE

5301.1 General. Areas containing manufacturing operations producing thermosetting plastics using hazardous materials similar to those listed in Tables 5301-A and 5301-B shall be in accordance with this article. Such operations include, but are not limited to, hand-lay, spray-up, resin transfer moulding, bag moulding, filament winding, centrifugal casting, continuous laminating and casting. The storage and use of hazardous materials shall be in accordance with Articles 79 and 80, except as modified by this article.

SECTION 5302 — DEFINITIONS

5302.1 Limited Application. For the purpose of Article 53, certain terms are defined as follows:

MANUFACTURING AREA is any location used in the fabrication or assembly of materials utilizing polymerization.

OVERCHOP is the residue that accumulates from the normal chopper-gun operation during the manufacturing processes.

THERMOSETTING PLASTIC is a plastic that, after having been cured by heat or other means, is substantially infusible and insoluble.

SECTION 5303 — PERMITS

A permit must be obtained to conduct thermosetting plastic manufacturing operations, when required by the authority having jurisdiction.

SECTION 5304 — QUANTITY LIMITS

The quantity of Class I-C liquid resins kept in the vicinity of manufacturing areas outside a liquid storage room or storage cabinet in any one control area shall not exceed the greater of the following:

1. A supply for one day or one shift, or
2. 120 gallons (454 L) in containers, or
3. One approved portable tank not exceeding 660 gallons (2271 L).

SECTION 5305 — FIRE PROTECTION

5305.1 Automatic Fire-Extinguishing System. An automatic fire-extinguishing system shall be provided throughout buildings containing thermosetting plastic manufacturing operations. Installations shall be in accordance with the Building Code. The design of the sprinkler system for the manufacturing areas shall not be less than required for Ordinary Hazard Group 2. See U.B.C. Standard 38-1.

EXCEPTION: Allowable temporary structures as approved by the chief.

5305.2 Fire Extinguishers. Portable fire extinguishers shall be provided as set forth in U.F.C. Standard 10-1.

SECTION 5306 — VENTILATION

5306.1 General. Mechanical ventilation shall be installed throughout the manufacturing area in accordance with the Mechanical Code and this section.

EXCEPTION: Buildings which are unenclosed for three fourths or more of the perimeter.

5306.2 Design Capacity. Mechanical ventilation systems shall maintain the concentration of flammable vapors in air less than 25 percent of the lower flammable limit.

5306.3 Confined Space. Adequate ventilation shall be provided where employees shall be under or inside the item being fabricated.

SECTION 5307 — MATERIAL STORAGE, USE AND HANDLING

5307.1 Equipment. Equipment used with organic peroxides shall be specifically manufactured and approved for use with organic peroxides. Separate fluid-handling equipment shall be used for resins and catalysts, and such equipment shall not be interchanged.

5307.2 Organic Peroxides. Organic peroxides shall not be located where dusts or overspray from sanding or spraying operations can contaminate the organic peroxides. Organic peroxides shall be stored in a cool, dry location and shall be separated from all other hazardous materials in accordance with Section 8003.1.9.

5307.3 Initiators. Organic peroxide initiators shall be disposed of when contaminated by any foreign substances.

5307.4 Spills. Spilled peroxides shall be thoroughly cleaned. Absorption of spilled material using a noncombustible absorbent is acceptable. Used absorbent shall be disposed of in accordance with the manufacturer's recommendations.

5307.5 Residues.

1. **General.** Combustible residues shall be placed in covered noncombustible containers.

2. **Catalyzed resins.** Excess catalyzed resin shall be disposed of in open-topped noncombustible containers provided with noncombustible bar screens, large mesh wire screens or other means to support individual containers through which surplus catalyzed resin can be poured and upon which other containers can be placed. The containers for disposed resin shall contain water at least 2 inches (51 mm) deep into which the excess resin shall be poured and allowed to cure.

5307.6 Overchop. Paper, polyethylene film or similar material shall be used to cover exposed surfaces of the walls and floor in areas where chopper guns are used to allow buildup of overchop to be readily removed. When the accumulated depth of overchop has reached an average thickness of 2 inches (51 mm) in the manufacturing area, it shall be disposed of after a minimum of four hours' curing.

EXCEPTION: A single day's accumulation of more than an average thickness of 2 inches (51 mm) is allowed, provided it is disposed of before operations are resumed the next day.

SECTION 5308 — SMOKING

Smoking shall be prohibited and NO SMOKING signs shall be prominently displayed in accordance with Article 11.

TABLE 5301-A — CLASSIFICATIONS OF TYPICAL HAZARDOUS MATERIALS USED IN THERMOSETTING PLASTIC MANUFACTURING OPERATIONS REGULATED BY ARTICLE 53

MATERIAL	HAZARD CLASSIFICATION
Acetone	FLI-B, IRR
MEKP/9% AO/DMP	OPIII, CLIII-B, OHH, IRR
MEKP/9% AO/Glycols	OPIV, CLII-B, OHH, IRR
MEKP/5.5% AO/DMP	OPIV, CLIII-B, OHH, IRR
Polyester resin	FLI-C, IRR, OHH, UR1
Vinyl ester resin	FLI-C, IRR, OHH, UR1
Styrene monomer	FLI-C, IRR, OHH, UR2

KEY:

FLI-B	=	Flammable liquid, Class I-B
FLI-C	=	Flammable liquid, Class I-C
CLIII-B	=	Combustible liquid, Class III-B
OPIII	=	Organic peroxide, Class III
OPIV	=	Organic peroxide, Class IV
IRR	=	Irritant
OHH	=	Other health hazard
UR1	=	Unstable reactive, Class 1
UR2	=	Unstable reactive, Class 2
MEKP	=	Methyl ethyl ketone peroxide
AO	=	Active oxygen
DMP	=	Dimethyl phthalate

TABLE 5301-B — TYPICAL HAZARDOUS MATERIALS USED IN THERMOSETTING PLASTIC MANUFACTURING OPERATIONS REGULATED BY ARTICLE 53

MATERIAL	CLASSIFICATION
Acetone	Class I-A Flammable Liquid and Irritant
Methyl Ethyl Ketone Peroxide 9% AO-Dimethyl Phthalate ¹	Class III Organic Peroxide and Irritant
Methyl Ethyl Ketone Peroxide 5.5% AO-Dimethyl Phthalate ¹	Class IV Organic Peroxide and Irritant
Methyl Ethyl Ketone Peroxide 9% AO-Water and Glycols ¹	Class IV Organic Peroxide and Irritant
Polyester Resin	Class I-C Flammable Liquid and Irritant
Vinyl ester Resin	Class I-C Flammable Liquid and Irritant
Styrene	Class I-C Flammable Liquid and Irritant

¹AO is active oxygen

Attachment #4

ARTICLE 78 — FIREWORKS AND PYROTECHNIC SPECIAL EFFECTS MATERIAL

SECTION 7801 — GENERAL

7801.1 Scope. Fireworks and temporary storage, use and handling of pyrotechnic special effects material used in motion pictures, television, and theatrical and group entertainment productions shall be in accordance with Article 78 and ORS 480.110 through 480.165.

ORS 480.110 through 480.165 are not a part of this code but are reproduced or paraphrased here for the reader's convenience.

ORS 480.110 through 480.165 define the regulations for the following: 480.110 - Definitions for Oregon fireworks laws; 480.120 - Prohibited uses for fireworks; 480.122 - Use for repelling birds; 480.124 - Use for controlling predatory animals; 480.127 - Sales permits for certain items; 480.130 - Permits required for sale or public display of fireworks; 480.140 - Requirements for fireworks displays to be under supervision of police and fire department chiefs; 480.150 - Permits for fireworks sales or displays; 480.152 - Publication of advertisement for sale of unlawful fireworks; 480.154 - Requirements for records; 480.156 - Selling of fireworks to out-of-state residents; 480.158 - Liability of parents for the costs incurred in suppressing fires caused by use of fireworks by minors; 480.160 - The effect of local regulations on state law; 480.165 - Civil penalty for fireworks law violations.

7801.2 Definitions.

7801.2.1 General. For the definitions of AERIAL SHELL; BINARY EXPLOSIVE; BREAK (Aerial Shell); DESIGNATED LANDING AREA; EXPLOSIVE; EXPLOSIVE MATERIALS; FIREWORKS; FIREWORKS, CLASS C COMMON; FIREWORKS, SPECIAL; FIXED GROUND PIECE; GROUND PIECE; HIGH EXPLOSIVE; LOW EXPLOSIVE; MORTAR; PYROTECHNIC OPERATOR; PYROTECHNIC SPECIAL EFFECTS MATERIAL; READY BOX; and SAFETY CAP, see Article 2.

7801.2.2 Limited application. For the purpose of Article 78, certain terms are defined as follows:

DISPLAY is an outdoor display of aerial shells or ground display pieces.

TEMPORARY STORAGE is storage of pyrotechnic special effects material on site for a period of time of 72 hours or less.

7801.3 Permits.

7801.3.1 Pyrotechnic special effects material. For regulations governing the wholesale sales and storage of pyrotechnics, retail sales and storage of pyrotechnics, public display of fireworks, and agricultural use of fireworks, see the following administrative rules:

OAR 837-12-500 through 570 are not a part of this code but are reproduced or paraphrased here for the reader's convenience.

OAR 837-12-500 through 570 define the laws and regulations for wholesale sales and storage of pyrotechnics in Oregon.

OAR 837-12-600 through 675 are not a part of this code but are reproduced or paraphrased here for the reader's convenience.

OAR 837-12-600 through 675 define the laws and regulations for retail sales and storage of pyrotechnics (allowed fireworks) in Oregon.

OAR 837-12-700 through 970 and OAR 837-12-021 are not a part of this code but are reproduced or paraphrased here for the reader's convenience.

OAR 837-12-700 through 970 define the laws and regulations for public displays of fireworks including special effects.

OAR 837-12-305 through 330 are not a part of this code but are reproduced or paraphrased here for the reader's convenience.

OAR 837-12-305 through 330 define the laws and regulations for agricultural uses of fireworks in Oregon.

OAR 837-12-1000 through 1160 are not a part of this code but are reproduced or paraphrased here for the reader's convenience.

OAR 837-12-1000 through 1160 define the laws and regulations for civil penalties for violation of Oregon's fireworks statutes and administrative rules as referenced in Article 78.

7801.3.1.1 Manufacturing. The manufacture of fireworks is prohibited except under special permits as required by local and state regulations. See Section 105, Permit e.1.

7801.3.1.2 Displays. Permits are required to conduct a fireworks display. See Section 105, Permit f.2. Permit application shall be made not less than 14 days prior to the scheduled date of the display. The permit application shall include a diagram of the grounds on which the display is to be held showing the point at which the fireworks are to be discharged; the location of buildings, highways and other lines of communication; the lines behind which the audience will be restrained; and the location of nearby trees, telegraph or telephone lines and other overhead obstructions. At the time of permit application, the chief shall be consulted regarding requirements for standby fire apparatus.

7801.3.2 Pyrotechnic special effects material. A permit is required to manufacture, compound, store or use pyrotechnic special effects material. A permit for use shall be granted only to a pyrotechnic operator. See Section 105, Permit p.3.

SECTION 7802 — FIREWORKS

7802.1 General. Storage, use and handling of fireworks shall be in accordance with Section 7802.

- EXCEPTIONS:**
1. The use of fireworks by railroads or other transportation agencies for signaling or illumination.
 2. The sale or use of blank cartridges for theatrics, signaling or ceremonial purposes.
 3. The use of fireworks by the United States Armed Forces.

7802.1.1 Temporary Storage. Buildings used for the temporary storage of fireworks shall be in accordance with Section 307 of the Building Code.

7802.2 Seizure of Fireworks. The chief is authorized to seize, take, remove or cause to be removed at the expense of the owner all stocks of fireworks offered or exposed for sale, stored or held in violation of Article 78.

7802.3 Prohibition. The storage, use and handling of fireworks are prohibited.

- EXCEPTIONS:**
1. Storage and handling of fireworks are allowed as required for explosives in Article 77.
 2. The use of fireworks for display is allowed as set forth in Section 7802.4.

Sections 7802.4 through 7802.4.9.8.11 are specifically deleted from the provisions of this code.

Attachment #5

APPENDIX I-D FIRE PREVENTION GUIDELINES FOR HAUNTED HOUSES AND SIMILAR TEMPORARY INSTALLATIONS

SECTION 1 — SCOPE

Haunted or Fun houses or other similar installations set up for 90 days or less inside a structure not designed for this specific use, shall comply with the following requirements.

SECTION 2 — PERMITS

When a permit is required to operate a haunted house or similar installation, it shall be obtained from the Chief before the facility is opened to the public.

SECTION 3 — GENERAL REQUIREMENTS

Haunted houses and similar temporary installations shall comply with all of the following:

1. There may be no dead-end corridors and there must be an obvious exit out of any maze every 50 feet (15 240 mm) of linear travel. All stairways must be illuminated at a level of at least 1 foot-candle (10.81x).
2. Groups shall consist of not more than 20 persons. Each group of children age 12 and under must be accompanied and supervised by a staff person who is 18 years of age or older. The staff person must have in his/her possession an operable flashlight and be completely familiar with the facility.
3. There will be no smoking allowed at any time inside the occupancy as noted in Article 11.
4. All electrical installations shall meet the requirements of the Electrical Code.
5. The Chief shall be contacted for an inspection and the planning of an evacuation procedure prior to opening the facility to the public. The evacuation plan and occupancy shall be approved by the chief prior to public access.
6. The total number of occupants in the facility at any time shall be limited to a number determined by the Chief.
7. No open-flame devices or temporary heaters are allowed in the occupancy.
8. Use of untreated combustible material is prohibited. All combustible material shall be treated or protected so that it is essentially rendered and maintained flame proof in a manner acceptable to the chief. This includes all harvest decorations such as cornstalks, dry branches and hay.
9. Blocking, locking or in any way impeding ready access to any marked or required exit is prohibited. All exitways shall be kept clear of any obstructions or storage.
10. Sufficient numbers of fire extinguishers shall be provided to insure that the maximum travel distance to any extinguisher does not exceed 50 feet (15 240 mm). The minimum acceptable rating (size) is 2A:10BC. All fire extinguishers shall be mounted in a conspicuous location. Staff members shall be instructed in the proper use of the extinguishers.

Attachment #6

APPENDIX I-F REQUIREMENTS FOR GROUP SR OCCUPANCIES

SECTION 1 — GENERAL.

Requirements for Group SR occupancies.

SECTION 2 — DEFINITIONS.

Group SR Occupancies. are special residences where personal care is administered in buildings or portions thereof which will be licensed by or under the authority of the Department of Human Resources (DHR) under ORS Chapters 418 or 443, or any other state agency. SR Occupancies shall be:

Division 1. A building or part thereof used for the lodging, boarding and personal care of residents whose evacuation capability is classified as Impractical. Division 1 has the following classifications:

- SR 1.1 - Large, licensed to provide care for 17 or more residents.
- SR 1.2 - Small, licensed to provide care for 6 to 16 residents.
- SR 1.3 - Licensed to provide care for 5 or fewer residents in a home.

Division 2. A building or part thereof used for the lodging, boarding and personal care of residents whose evacuation capability is classified as Slow. Division 2 has the following classifications:

- SR 2.1 - Large, licensed to provide care for 17 or more residents.
- SR 2.2 - Small, licensed to provide care for 6 to 16 residents.
- SR 2.3 - Licensed to provide care for 5 or fewer residents in a home.

Division 3. A building or part thereof used for the lodging, boarding and personal care of residents whose evacuation capability is classified as Prompt. Division 3 has the following classifications:

- SR 3.1 - Large, licensed to provide care for 17 or more residents.
- SR 3.2 - Small, licensed to provide care for 6 to 16 residents.
- SR 3.3 - Licensed to provide care for 5 or fewer residents in a home.

EXCEPTION: 1. Group SR Occupancies shall not include foster care homes as defined in ORS Chapter 418 and 443.705. Foster care homes are considered dwellings constructed under the One and Two Family Specialty Code (OTFDSC).
2. Correctional facilities including jails, prisons, half-way houses and juvenile detention and correctional education facilities where egress is limited and occupants are confined under the authority of the state, a county or city shall comply with the Building Code, Section 308 provisions applying to Group I Divisions 3 and 3.1.

SECTION 3 — EVACUATION CAPABILITY

3.1 General. All SR Occupancies must maintain the capability to exit within the evacuation rates defined as prompt, slow, or impractical as specified by the facility occupancy classification. Records of fire drills required by licensing agents shall be made available to the authorities having jurisdiction. Impromptu fire drills may be required to verify occupancy classification.

3.2 Evacuation Capability Defined. Evacuation Capability is the ability of the occupants, including residents and staff as a group to either evacuate the building or relocate from a point of occupancy to a point of safety. Evacuation capability shall be determined by using the following tables. There are three categories of evacuation capability:

1. Impractical (SR-1). A group, even with staff assistance, that cannot reliably move to a point of safety in a timely manner, determined by an evacuation capability score of 5 or greater or with evacuation drill times in excess of 13 minutes.
2. Slow (SR-2). A group that can move to a point of safety in a timely manner, determined by an evacuation capability score greater than 1.5 and less than 5 or with evacuation drill times over 3 minutes but not in excess of 13 minutes.
3. Prompt (SR-3). A group with an evacuation capability score of 1.5 or less or equivalent to that of the general population or with evacuation drill times of 3 minutes or less.

3.3 Rating Residents. These tables are a worksheet for rating the individual resident and are also a form for record keeping purposes. This method of determining evacuation capability has been designed to minimize speculation about how a resident might perform in an actual fire emergency by using ratings based upon observed performance. Instead of speculating, raters who are not familiar enough with a resident to provide ratings confidently should consult with an individual who has observed the resident on a daily basis or observed the resident during fire drills. Due to the stress of an actual fire emergency, some residents are not likely to perform at full capacity. Therefore, ratings based on commonly observed examples of poor performance provide the best readily available indication of behavior that could be reduced by the unusually stressful conditions of an actual fire. All persons are less capable on some occasions, and the ratings should be based on examples of resident performance on a typical "bad" day. Ratings should not be based on rare instances of poor performance. Table A-IF-A rates the risk of a possibility that, during an emergency evacuation, the resident might resist leaving the facility. Unless there is specific evidence that resistance might occur, the resident should be rated as "minimal risk." Specific evidence of resistance means that staff have had to use some physical force in the past. For additional instructions in completing these tables, see NFPA 101A, Chapter 5, 1995 Edition.

WORKSHEET FOR RATING RESIDENTS

Complete one worksheet for each resident. Base ratings on commonly observed examples of poor performance.

Resident's Name _____ Evaluator _____

Facility _____ Zone _____ Date _____

WRITE ANY EXPLANATORY REMARKS HERE:

TABLE A-I-F-A—WORKSHEET FOR RATING RESIDENTS

Rating the Resident on the Risk Factors

Rate the resident on each of the factors below by selecting one score in each risk factor that best describes the resident. For the first six factors, write the selected scores in the appropriate score boxes in the far right column. For "response to fire drills," write the three selected scores in the square boxes. Write the sum of the 3 ("fire drills") score boxes in the large box on the right.

I. Risk of Resistance (Circle only one)	Minimal Risk score = 0	Risk of Mild Resistance score = 6	Risk of Strong Resistance score = 20
II. Impaired Mobility (Circle only one)	Self-Starting score = 0	Slow score = 3	Needs Limited Assistance score = 6
III. Impaired Consciousness (Circle only one)	No Significant Risk score = 0	Partially Impaired score = 6	Totally Impaired score = 20
IV. Need for Extra Help (Circle only one)	Needs at Most One Staff score = 0	Needs Limited Assistance from 2 Staff score = 30	Needs Full Assistance from 2 Staff score = 40
V. Response to Instructions (Circle only one)	Follows Instructions score = 1	Requires Supervision score = 3	Requires Considerable Attention/May Not Respond score = 10
VI. Waking Response to Alarm (Circle only one)	Response Probable score = 0	Response Not Probable score = 6	

SCORE
BOXES

VII. Response to Fire Drills (Without Guidance or Advice from Staff)	Initiates and Completes Evacuation Promptly	Yes score = 0	No score = 8
	Chooses and Completes Back-up Strategy	Yes score = 0	No score = 4
	Stays at Designated Location	Yes score = 0	No score = 6

+

+

SUM OF
THESE
THREE
SCORES

Finding the Resident's Overall Need for Assistance

Compare the numbers in the 7 score boxes you have filled in. Take the one highest score from the score boxes and write it in this box.

EVACUATION
ASSISTANCE
SCORE

TABLE A-I-F-B—TOTAL RESIDENT EVACUATION ASSISTANCE SCORE

1. List each resident's name on Scoresheet. Use a separate scoresheet for each zone being rated. Use additional scoresheets for a large number of residents.
2. Enter the score from each form, which was completed for each resident.
3. Total the scores for all residents in the facility or zone being rated as appropriate.

Scoresheet	
Resident Scores	
Resident's Name	Evac. Assist. Score
Evacuation Assistance Score	Total

TABLE A-I-F-C—STAFF SHIFT SCORE

Facility: _____ Zone: _____

Evaluator: _____ Date: _____

Staff Shift: From: _____ To: _____

This form is to be completed for the time of day, week, etc., when the combined ratings for staff and residents yield the highest score. This usually is late at night. Where it is not obvious which staff shift will score highest, complete separate forms for each staff shift and utilize the highest score. Refer to instructions in NFPA 101A, Chapter 5, when filling out this form.

CHECKLIST	STAFF RESPONSE AND TRAINING	YES	NO
A protection plan has been promulgated, and all staff members considered in this rating have been trained in its implementation.			
The total available staff at any given time is able to handle the individual evacuation needs of each resident who is in the facility.			
Every staff member considered in this rating can meaningfully participate in the evacuation of every resident.			
All staff members considered in this rating are required to be in the facility when on duty, except as permitted.			
At least 12 fire drills were conducted during the previous year.			

All items must score "Yes" before proceeding.

TABLE A-I-F-D—DETERMINING THE STAFF SHIFT SCORE

NOTE: In large facilities, staff might be responsible for assisting residents in a fire or smoke zone but also might have responsibilities for residents in other zones.

Promptness of Response

Promptness of Response Scores		
Staff Availability	Alarm Effectiveness	
	Assured	Not Assured
Standby or asleep	16	2
Immediately available	20	2
Immediately available & close by	20	10

1. On Scoresheet, list the names of staff members who are required to be on duty in the facility during the shift being rated.
2. Determine whether the effectiveness of the alarm is "assured" or "not assured."
3. Using the values from Table, determine each staff member's "promptness of response score" for the shift being rated. Enter each staff member's name and score in the appropriate spaces on Scoresheet.
4. Total the "promptness of response scores" for the shift rated.

Scoresheet		Staff Scores
Staff Name		Promptness of Response Score
Staff Shift Score	Total	

TABLE A-I-F-E—RATING THE FACILITY

Rate the facility by checking the box that indicates the vertical distance a resident must travel from a sleeping room (SR) to an exit.

	Vertical Distance from Sleeping rooms to Exits		
	All SR on Floors with Direct Exit	Any SR One Floor from Exit	Any SR Two or More Floors from Exit
Small Facility	<input type="checkbox"/> Score 0.8	<input type="checkbox"/> Score 1.0	<input type="checkbox"/> Score 1.2
Large Facility or Apartment	<input type="checkbox"/> Score 1.0		

NOTE: Small facilities have 16 or fewer residents.

DETERMINING EVACUATION CAPABILITY

Multiply the "Total Resident Evacuation Assistance Score" By the facility score ("Vertical Distance, sleeping rooms to Exit"); divide the answer by the "Staff Shift Score" to determine the Evacuation Capability Score.

Calculation of Evacuation Capability Score			
Total Resident Evacuation Assistance		Vertical Distance from Sleeping Room to Exit	
<input type="text"/>	X	<input type="text"/>	
			=
	<input type="text"/>		
	Staff Shift Score		Evacuation Capability Score

Determine and record evacuation capability below:

Evacuation Capability Score	Level of Evacuation Capability	Evacuation Capability for this Facility or Zone
≤ 1.5	Prompt	
> 1.5 ≤ 5.0	Slow	
> 5.0	Impractical	

SECTION 4 — STATE OF OREGON GROUP SR OCCUPANCY REQUIREMENTS.

For state of Oregon requirements for Group SR occupancies see the Building Code Section 313 and the following statutes and rules: ORS Chapter 418, ORS 479.210; ORS 443.400 through 443.455; ORS 443.500, OAR 309-35-100 to 309-35-190 and OAR 309-49-030 through 309-49-220.

ORS Chapter 418 is not a part of this code but is reproduced or paraphrased here for the reader's convenience.
ORS Chapter 418 defines the State of Oregon's statutes governing Child Welfare Services.

ORS 479.210 is not a part of this code but is reproduced or paraphrased here for the reader's convenience.
ORS 479.210 Institutions defined as used in ORS 479.215 to 479.220, unless the context requires otherwise, "institution" means:
(1) A child-caring facility which provides residential care and which receives state aid under ORS 418.005 to 418.025, 418.035 to 418.185, 418.205 to 418.315, and 418.625 to 418.685.
(2) An inpatient care facility required to be licensed under ORS 441.015 to 441.087, 441.525 to 441.595, 441.815, 441.820, 441.990, 442.342, 442.344 and 442.400 to 442.450; or
(3) A residential facility subject to licensure under ORS 443.400 to 443.455 and 443.991 (2).

ORS 443.400 is not a part of this code but is reproduced or paraphrased here for the reader's convenience.
ORS 443.400 provides definitions for the following terms: Department, Director, Resident, Residential care, Residential care facility, Residential facility, Residential training facility, Residential training home, Residential treatment facility, Residential treatment home, Training, and Treatment.

ORS 443.405 is not a part of this code but is reproduced or paraphrased here for the reader's convenience.
ORS 443.405 provides exclusions from the definition of "residential facility".

ORS 443.410 is not a part of this code but is reproduced or paraphrased here for the reader's convenience.
ORS 443.410 a license issued by the department is required in order to operate or maintain any residential facility for persons who are developmentally disabled, physically disabled or socially dependent, psychiatrically disabled or alcohol or drug dependent. In the case of a combination of residents, the category of licensure shall be determined by the director.

ORS 443.415 is not a part of this code but is reproduced or paraphrased here for the reader's convenience.
ORS 443.415 defines the parameters for license applications, fees, investigations, and grounds for issuance and denial of license.

ORS 443.420 is not a part of this code but is reproduced or paraphrased here for the reader's convenience.
ORS 443.420 defines the qualifications required for a person applying for a license under ORS 443.415.

ORS 443.422 is not a part of this code but is reproduced or paraphrased here for the reader's convenience.
ORS 443.422 (1) To prevent the perpetuation of segregated housing patterns, the Department of Human Resources shall determine the location and type of licensed residential facilities and the location of facilities subject to the provisions of ORS 169.690.
(2) Before a license is issued for a residential facility as defined in ORS 443.400, the issuing agency shall determine the number and type of any other licensed residential facilities and the number and type of facilities subject to the provisions of ORS 169.690 within a 1,200 foot radius.
(3) None of the data collected under this section shall be used in a manner that violates the Fair Housing Amendments Act of 1988.

ORS 443.425 is not a part of this code but is reproduced or paraphrased here for the reader's convenience.
ORS 443.425 defines the parameters for the term, the contents, and the renewal of licenses and the fees involved.

ORS 443.430 is not a part of this code but is reproduced or paraphrased here for the reader's convenience.
ORS 443.430 defines the parameters for the transfer of licenses and the disposition of license fees.

ORS 443.435 is not a part of this code but is reproduced or paraphrased here for the reader's convenience.
ORS 443.435 The director or authorized representative shall periodically visit and inspect every residential facility to determine whether it is maintained and operated in accordance with ORS 443.400 to 443.455 and 443.991 (2) and the rules of the director, and to consult with and advise management concerning methods of care, treatment, training, records, housing and equipment. Employees of the department and the State Fire Marshal or authorized representative on request shall be permitted access to the premises and records of individuals in a residential facility pertinent to fire safety.

ORS 443.437 is not a part of this code but is reproduced or paraphrased here for the reader's convenience.
ORS 443.437 states that a resident in a residential facility must have a choice of prescription and nonprescription drugs and supplies.

ORS 443.440 is not a part of this code but is reproduced or paraphrased here for the reader's convenience.
ORS 443.440 The department may revoke or suspend the license of any residential facility which is not operated in accordance with ORS 443.440 to 443.400 and 443.991 (2) or the rules adopted thereunder. Such revocation or suspension shall be taken in accordance with rules of the department and ORS 183.310 to 183.550. However, in cases where an imminent danger to the health or safety of the residents exists, a license may be suspended immediately pending a fair hearing not later than the 10th day after such suspension.

ORS 443.445 is not a part of this code but is reproduced or paraphrased here for the reader's convenience.
ORS 443.445 defines the requirements for persons admissible at facilities and homes, the transfer of persons requiring certain treatment and operation of facilities by persons relying on spiritual means for healing.

ORS 443.450 is not a part of this code but is reproduced or paraphrased here for the reader's convenience.
ORS 443.450 (1) requires the director to adopt rules governing: Physical properties of the residential facility; Storage, preparation and serving of food; Care, treatment or training of the staff; and The number, experience and training of the staff; and Any other factors affecting the care, treatment or training provided. (2) Distinct rules shall be adopted for homes of five or fewer residents, for facilities of six or more but fewer than 16 residents, and for facilities for 16 or more residents. The rules shall differentiate among categories of residents. (3) For purposes of this section, "categories" refers to different populations of residents, differentiated by, but not limited to, age and need, as defined by rule.

ORS 443.452 is not a part of this code but is reproduced or paraphrased here for the reader's convenience.
ORS 443.452 defines situations where by the director may waive the requirements of ORS 443.410.

ORS 443.455 is not a part of this code but is reproduced or paraphrased here for the reader's convenience.
ORS 443.455 requires the director to prescribe a schedule of penalties appropriate to residential facilities licensed under ORS 443.400 to 443.455 and 443.991 (2).

ORS 443.460 is not a part of this code but is reproduced or paraphrased here for the reader's convenience.
ORS 443.460 allows the director to exempt residential care facilities from the license, inspection and fee provisions when they exist in county where there is a county agency which provides similar programs for licensing and inspection that the director finds are equal to or superior to the requirements of ORS 443.400 to 443.455.

ORS 443.500 is not a part of this code but is reproduced or paraphrased here for the reader's convenience.
ORS 443.500 requires that access be granted to the Senior and Disabled Services Division, the state or local fire inspector, or the state or local health officer in order to investigate complaints of abuse in all facilities registered under ORS 443.480 to 443.500.

OAR 309-35-100 to 309-35-190 is not a part of this code but is reproduced or paraphrased here for the reader's convenience.
OAR 309-35-100 to 309-35-190 These rules prescribe the standards and procedures by which the Mental Health and Developmental Disabilities Services Division approves and licenses residential care facilities for mentally or emotionally disturbed persons only. These rules are authorized by ORS 430.041 and carry out the provisions of ORS 443.400 through 443.455.

OAR 309-49-030 to 309-49-220 is not a part of this code but is reproduced or paraphrased here for the reader's convenience.
OAR 309-49-030 to 309-49-220 prescribe standards by which the Mental Health and Developmental Disability Service Division approves programs that provide 24-hour residential support services for individuals with developmental disabilities.

NOV 26 1996

MEETING DATE: NOV 07 1996 *RLH*
AGENDA #: R-11
ESTIMATED START TIME: 9:51 *9:40*

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: SB 1145 Facilities Lease and Sublease Documents

BOARD BRIEFING:

DATE REQUESTED: _____

REQUESTED BY: _____

AMOUNT OF TIME NEEDED: _____

REGULAR MEETING:

DATE REQUESTED: November 7, 1996

AMOUNT OF TIME NEEDED: 5 - 10 minutes

DEPARTMENT: DSS

DIVISION: Finance

CONTACT: Dave Boyer

TELEPHONE #: 248-3903

BLDG/ROOM #: 106/1430

PERSON(S) MAKING PRESENTATION: Dave Boyer

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

SB 1145 Facilities Lease and Sublease Documents between Multnomah County and State of Oregon

11/26/96 postponed indefinitely - originals to DAVE BOYER

SIGNATURES REQUIRED:

ELECTED

OFFICIAL: _____

(OR)

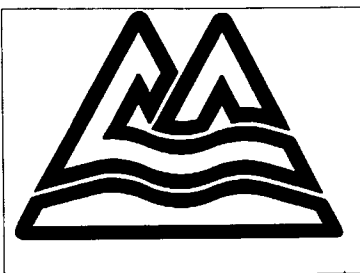
DEPARTMENT

MANAGER: *Dave Boyer*

BOARD OF
COUNTY COMMISSIONERS
96 OCT 22 PM 12:13
MULTNOMAH COUNTY
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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



MULTNOMAH COUNTY, OREGON

COUNTY COMMISSIONERS

BEVERLY STEIN, CHAIR
DAN SALTZMAN, DISTRICT #1
GARY HANSEN, DISTRICT #2
TANYA COLLIER, DISTRICT #3
SHARRON KELLEY, DISTRICT #4

FINANCE DIVISION

DIRECTOR'S OFFICE
ACCOUNTS PAYABLE
GENERAL LEDGER
PAYROLL
TREASURY
PORTLAND BUILDING
1120 SW FIFTH AVENUE, SUITE 1430
PO BOX 14700
PORTLAND, OR 97293-0700
PHONE (503) 248-3312
FAX (503) 248-3292

CENTRAL STORES
CONTRACTS
PURCHASING
FORD BUILDING
2505 SE 11TH 1ST FLOOR
PORTLAND, OR 97202
PHONE (503) 248-5111
FAX (503) 248-3252
TDD (503) 248-5170

MEMORANDUM

TO: Board of County Commissioners

FROM: David Boyer, Finance Director *DB*

DATE: October 21, 1996

AGENDA DATE: November 7, 1996

SUBJECT: SB1145 Facilities Lease and Sublease with State of Oregon

I. Recommendation / Action:

Approve SB1145 Facilities Lease and Sublease agreement between Multnomah County and the State of Oregon.

II. Background / Analysis:

On November 21, 1995, the Board approved Resolution 95-239 requesting the State to fund the construction of facilities to house SB 1145 offenders. (Resolution 95-239 attached) The Legislature approved the SB 1145 construction budget for Multnomah County in the amount of \$42,620,000. \$31,775,000 of these funds will be used for the expansion of the Inverness Jail. The remaining \$10,845,000 is to be used for alcohol and drug beds. In addition the County will provide \$11,500,000 of Public Safety Bonds to complete the expansion of the Inverness Jail. The County is responsible for all aspects of the project and Facilities Management has hired an architect and Construction Manager/General Contractor and has begun some of the preliminary work on the site. The State has issued Certificates of Participation (COP's) to finance the construction of the Inverness Jail. The County has been working with the State in developing the various documents needed to enter into the financing arrangement and the Facilities Lease and Sublease are required to complete this transaction. The State is responsible for retiring the COP's and the County is leasing the Inverness Jail, expansion only, to the State of Oregon and the State is then Subleasing the facility back to the County to house the SB1145 offenders. The State will issue the remaining \$10,845,000 COP's in March or April 1997 to

finance the A&D beds. The County will also provide \$13,200,000 of G.O. Bond funds for the A&D Beds.

III. Financial Impact:

The State is responsible for retiring the principal and interest on the \$31,775,000 COP issue and the County is responsible for the principal and interest on the \$11,500,000 Bond issue. 1996/97 Budget contains all construction financial obligations related to this lease.

IV. Legal Issues:

County Counsel and Bond Counsel have reviewed the Lease, Sublease and other documents needed for this transaction. County Counsel has signed where necessary

V. Controversial Issues:

None that I am aware of

VI. Link to Current County Policy:

Action is in line with Resolution 95-239

VII. Citizen Participation:

None

VIII. Other Government Participation:

State, Multnomah County and other Oregon Counties drafted the Lease and Sublease agreements

CC: Vickie Gates
Dave Warren
Dan Noelle

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Multnomah County's Application)	
for SB1145 Construction)	RESOLUTION
Funds and Public Safety Strategy)	95-239

WHEREAS SB1145, enacted into law during the 1995 Legislative session, will shift to the counties responsibility for felons currently sentenced to a year or less to state prison. The law is scheduled to go into effect January, 1997; and

WHEREAS the State Legislature established a construction fund of \$59,000,000 and set up a process for allocating those funds to be approved by the Governor and the Legislature during a February, 1996 special session. County applications for construction dollars are due November 22, 1995. The Governor expressed his intent to request additional construction funds from the Legislature in 1997; and

WHEREAS the State Legislature also established a funding formula which allocates operational resources to the county. Multnomah County is expected to receive \$12,900,000 annually (adjusted for inflation and population increases) once SB1145 is in effect; and

WHEREAS Multnomah County engaged a broad range of public safety stakeholders and community members in a year long public safety planning process to address the corrections needs in our County. The need for a comprehensive continuum of sanctions was identified and the need for at least 200 additional jail beds to eliminate unsupervised matrix releases from county jails was identified; and

WHEREAS all criminal justice agencies support the elimination of matrix releases and the ability of supervising authorities to return offenders to jail to provide a swift and sure sanction. The ability to sanction offenders in this manner greatly enhances the effectiveness of community corrections programs and supervision; and

WHEREAS Multnomah County currently operates a number of effective alcohol and drug residential intervention and diversion programs, work release programs, and community supervision approaches. These strategies have proven to be effective in dealing with the estimated 70% to 80% of offenders who have alcohol and drug problems; and

WHEREAS in addition to the expanded jail and residential sanctions, the "empty bed" will not be possible without the cooperation of the District Attorney and the Judiciary in recommending and applying consistent sanctions across the population; and

WHEREAS, the Local Public Safety Coordinating Council established under SB1145 will provide an opportunity for a continuation of effective cross-departmental and cross-jurisdictional planning efforts with citizen involvement; and

WHEREAS, the public safety strategy was developed with the following Multnomah County Urgent Benchmarks in mind:

- reduce violent crimes against people
- increase success of diversion programs
- reduce recidivism of felons
- increase drug treatment services
- increase mental health services
- reduce domestic abuse
- increase percentage of drug free babies; and

WHEREAS, Multnomah County supports the concept of SB1145 and believes counties are in a better position to reduce the recidivism rate by changing the criminal behavior patterns of offenders sentenced under the scope of SB1145. Swift and sure jail stays, coupled with effective residential alcohol and drug intervention and/or employment programs with continuing supervision, can be more effective in reducing recidivism than jail stays alone. The effectiveness of this type of sentence is greatly enhanced by the ability to place the offender back into jail for short stays for non-compliance with the agreed upon sanctions; and

WHEREAS, additional construction and operating resources from the State will enable the County to be more effective in dealing with this population and will benefit the state programmatically and financially in future years because of Multnomah County's ability to reduce the re-offense rate.

NOW THEREFORE IT IS RESOLVED that:

1. Multnomah County approves the attached Application to the State for 1145 Construction Funds. The attached application requests funds to construct 330 jail beds at the current Inverness Jail site and 150 secure residential beds at a site or sites to be determined.
2. Multnomah County urges the Legislature to expand the construction fund during its special session to fully fund the request of Multnomah County and the other Counties in the state. In addition, the County urges the Legislature to increase the operating funds available to the Counties.
3. Multnomah County will request that the Legislature delay implementation of SB1145 in Multnomah County for at least one year until new facilities can become operational.

4. Multnomah County endorses the attached Continuum of Sanctions (Exhibit A) for offenders as the best approach for achieving the Benchmarks listed above. The continuum provides:

- An appropriate mix of jail beds and programs necessary to effectively manage the SB1145 offender.
- An initial jail stay for the offender, followed by community sanctions and programs. While in jail, the offender must begin intensive alcohol and drug treatment when appropriate
- An opportunity for the offender in residential treatment programs to acknowledge behavior changes which are necessary to reintegrate back into society.
- Follow up supervision in the community
- Enough jail beds to place the offender back in jail when s/he fails to comply with the conditions of non-jail sanctions.

5. Because funds from the State cannot and will not address the current corrections capacity and systems problems in Multnomah County, Multnomah County is committed to placing before the voters in May, 1996, a General Obligation Bond and a renewed and expanded Public Safety Serial Levy.

6. The Board will forward for public review a General Obligation Bond proposal which will include, but may not be limited to:

- a new facility on an as yet unidentified property which will expand the capacity of the system by 210 beds;
- expand the capacity of the new Inverness facility by 75 beds and replace the current 45 bed Warehouse Annex temporary jail,
- at least 150 beds providing supervised residential drug and alcohol, work release, and/or mental health services for offenders as they begin the transition back to the community and
- debt financing for the newly constructed and expanded Multnomah County Juvenile Detention Facility.

7. To reduce the construction time on the new Inverness Facility, Multnomah County will advance the estimated \$900,000 costs for design and site preparation during this fiscal year. These funds will be repaid from 1145 Construction Funds and the General Obligation Bond.

8. The Board will forward for public review a Public Safety Serial Levy focusing on operational funding for the new jail, the additional beds at the new Inverness site, the residential facilities, the temporary Warehouse jail, and expanding the Multnomah County Restitution Center from 120 to 160 beds.

8. The Board will develop a plan to fund operating costs of these new facilities through SB1145 operational funding and public safety serial levies. With the completion of the two jails and the residential beds, the corrections capacity in Multnomah County will be increased by 655 jail beds and 300 residential beds. If 330 jail beds are used for SB1145 offenders and 200 jail beds are needed to eliminate the matrix release problem, Multnomah County will have 125 beds available to deal with the growth in pretrial population. Growth in the SB1145 population should be addressed in future Legislative sessions.
9. Multnomah County is committed to using funds currently devoted to retirement of debt financing of the new and expanded Juvenile Facility to provide cost effective interventions earlier in the lives of potential offenders and their families. Components include:
 - child abuse treatment for victims and offenders;
 - programs to keep at risk children in schools;
 - programs and shelter space to reduce the incidence of domestic violence;
 - developing a pilot community court to resolve neighborhood quality of life crimes;
 - residential alcohol and drug services for juvenile offenders;
 - counselors to work with families of juvenile offenders to assist them in ending the criminal patterns of their children;
 - conflict resolution services.
 - short-term residential evaluation, treatment, placement planning and family reunification services for children removed from the home for their own safety.
10. During the jail construction phase Multnomah County will use levy resources to improve the information technology systems of the public safety agencies. These improvements will provide better information collection and more efficient use of current resources and assist in tracking offenders through the system.
11. During the jail construction phase Multnomah County will also use levy resources to enhance the system's ability to evaluate the effectiveness of different corrections sanctions in meeting the benchmarks.
12. The Board of County Commissioners commits to holding a series of public meetings in conjunction with the new Local Public Safety Coordinating Council to discuss the public safety strategy and seek additional community input; and

IT IS FURTHER RESOLVED that Multnomah County is committed to continuing to work in partnership with the City of Portland to positively impact public safety. In connection with the proposed General Obligation Bond and Public Safety Levy, Multnomah County will ask the City of Portland to jointly develop proposals for joint funding in the areas of:

- alcohol and drug free housing;
- domestic violence;
- after school activities for youth;
- community courts to more effectively address quality of life crimes;
- opening a Mental Health Triage Center; and

IT IS FURTHER RESOLVED that the Board is also committed to sharing the strategy with the Multnomah County legislative delegation and seeking their support.

IT IS FURTHER RESOLVED, that following public review, the Board of County Commissioners will approve appropriate ballot title language for the Bond and the Levy in February, 1996.

APPROVED this 21st day of November, 1995.



MULTNOMAH COUNTY, OREGON

By

Beverly Stein, Chair

REVIEWED:

LAURENCE KRESSEL, COUNTY COUNSEL
for MULTNOMAH COUNTY, OREGON

By

Laurence Kressel

DEPARTMENT OF
ADMINISTRATIVE
SERVICES

October 8, 1996

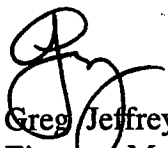
Dave Boyer, Finance Director
Multnomah County
P.O. Box 14700
Portland, OR 97293-0700

Budget and
Management
Division

RE: SB 1145 Financing Title Insurance Waiver

The Multnomah County Board Chair provided to the Oregon Department of Administrative Services a certification that the property being leased to the State to secure the approved financing of the Multnomah County Corrections Project has no liens, mortgages or leases against it. In addition the County provided the Department with the title insurance policy dated April 28, 1988. Based on that certification and policy the Department of Administrative Services waives the requirement that Multnomah County purchase a standard form of title insurance policy in the amount of the State financing.

Regards,



Greg Jeffrey
Finance Manager

waiver

John A. Kitzhaber
Governor



155 Cottage Street, NE
Salem, OR 97310
(503) 378-3106
FAX (503) 373-7643

DEPARTMENT OF
ADMINISTRATIVE
SERVICES

October 8, 1996

Dave Boyer, Finance Director
Multnomah County
P.O. Box 14700
Portland, OR 97293-0700

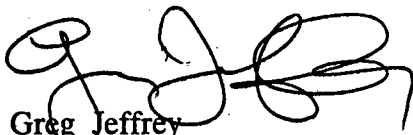
Budget and
Management
Division

RE: SB 1145 Financing Documents

Enclosed are two sets of Facilities Lease and Sublease documents for execution of a large portion of the state funding of the Multnomah County SB 1145 project. Also enclosed is a waiver of the need by the County to obtain additional title insurance.

Please obtain the signature of the Chair of the Multnomah Board of Commissioners on all four of the documents. The signatures must be notarized on the marked pages. When complete please return the documents to me along with an opinion of the Multnomah County Legal Counsel in the form that was distributed to you earlier. I will obtain the state official signatures to execute the leases. State funds will be available for disbursement after the County is granted a conditional use permit by the City of Portland. Your recent letter indicates the permit should be obtained in November 1996. Please call me at 503 378-3107 if I can provide any additional information.

Regards,



Greg Jeffrey
Finance Manager

waiver

John A. Kitzhaber
Governor



155 Cottage Street, NE
Salem, OR 97310
(503) 378-3106
FAX (503) 373-7643

**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 500317

Amendment # _____

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$25,000	<input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Intergovernmental Agreement APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # _____ DATE _____ BOARD CLERK _____

Department Support Services Division Finance Date 10-23-96Contract Originator Dave Boyer Phone 3903 Bldg/Room 106/1430Administrative Contact Theresa Sullivan Phone 3635 Bldg/Room 106/1430Description of Contract SB1145 Facilities Lease and Sublease agreement between Multnomah County and State of Oregon.

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

ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ QRF

Contractor Name State of Oregon
 Mailing Address 155 Cottage Street NE
Salem OR 97302
 Phone 378-3106
 Employer ID# or SS# _____
 Effective Date Upon execution
 Termination Date 20 years from execution
 Original Contract Amount \$ 0
 Total Amount of Previous Amendments \$ _____
 Amount of Amendment \$ _____
 Total Amount of Agreement \$ _____

Remittance Address _____
(If Different) _____

Payment Schedule _____ Terms _____

☐ Lump Sum \$ _____ ☐ Due on receipt
☐ Monthly \$ _____ ☐ Net 30
☐ Other \$ _____ ☐ Other _____
☐ Requirements contract - Requisition required.
 Purchase Order No. _____
☐ Requirements Not to Exceed \$ _____

REQUIRED SIGNATURES

Department Manager *Dave Boyer*
 Purchasing Director _____
 (Class II Contracts Only)
 County Counsel *Theresa Sullivan*
 County Chair / Sheriff _____
 Contract Administration _____
 (Class I, Class II Contracts Only)

Encumber: Yes ☐ No ☒
 Date 10/22/96
 Date _____
 Date _____
 Date _____

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT \$		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.											
02.											
03.											
* If additional space is needed, attach separate page. Write contract # on top of page.											

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION

CANARY - INITIATION

PINK - FINANCE

Legal Opinion

Oregon Department of Administrative Services

Oregon Department of Corrections

Subject: Facilities Lease and Facilities Sublease for Multnomah County, Oregon

I am the County Counsel for Multnomah County, Oregon (the "County"). In my capacity as County Counsel I have reviewed copies of a Facilities Lease and a Facilities Sublease (collectively, the "Leases") between the County and the State of Oregon, acting by and through its Department Of Administrative Services, (the "State"). The Leases are dated ,1996 and have been executed on behalf of the County by Beverly Stein ("the County Official").

I have examined the law and any other documents which I deem necessary to render this opinion.

Based on my examination, I am of the opinion, under existing law, as follows:

1. The Leases have been legally authorized by the Board of County Commissioners of the County under and pursuant to the Constitution and Statutes of the State of Oregon and the charter of the County. The Leases have been duly executed on behalf of the County Official upon proper authorization and execution of the Leases by the State, the Leases will constitute valid and legally binding obligations of the County which are enforceable against the County in accordance with their terms. I note, however, that the enforcement of the Leases against the County may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the rights of creditors generally, and that the enforcement of the Leases against the County may also be subject to the exercise of judicial discretion in appropriate cases.

2. Execution and delivery of the Leases, and the performance of the County's obligation under the Leases, does not materially conflict with, or cause a default under, any contract or agreement to which the County is a party.

3. No litigation is pending against the County, and to the best of my knowledge after reasonable investigation, no litigation is pending or threatened against the County or any of the County's agents, which would, if decided adversely to the County, materially and adversely affect: (i) the validity or enforceability of the Leases against the County; or, (ii) the performance by the County of its obligations under the Leases.

Respectfully submitted,

Laurence Kressel, County Counsel for Multnomah County

By


JOHN S. THOMAS

Assistant County Counsel

Facilities Lease

THIS FACILITIES LEASE is dated as of _____, 1996, and is executed by Multnomah County, as lessor, and the State of Oregon, acting by and through its Department of Administrative Services, as lessee.

1. Definitions

Definitions. Capitalized terms used in this Facilities Lease shall have the meanings defined for such terms in this section, unless the context clearly requires otherwise.

"Act" means Senate Bill 1145 (1995 Regular Session of the Oregon Legislature) and House Bill 3489 (1996 Special Session of the Oregon Legislature).

"County's Project Manager" means the Facilities Manager or designee.

"County" means Multnomah County, Oregon.

"County Contribution" means the amount of \$NONE which the County is contributing to the cost of the County Corrections Project, which is described in Section 3.5 of this Facilities Lease.

"County Corrections Facilities" means the facilities described in Exhibit A to this Facilities Lease which are leased to the State under this Facilities Lease.

"County Corrections Project" means the corrections facilities to be constructed by the County which are described in Exhibit B to this Facilities Lease.

"County Executive" means the Chair, Multnomah County Board of Commissioners.

"Defeasance Amount" means an amount sufficient to fund a defeasance escrow reasonably satisfactory to the Trustee, which is sufficient to pay, or prepay, all unpaid principal, interest and redemption premiums on the portion of the State Loan which is allocable to financing the County Corrections Project, and to pay any costs necessary to effect the defeasance. The portion of the State Loan which is allocable to the County Corrections Project shall be determined as follows: The State shall calculate the "Total Net Proceeds" which is amount of net proceeds (after payment of any original issue discount, underwriter's discount and issuance costs) for the State Loan which were received on the date the State Loan was made to the State. The State shall then calculate the "Project Proceeds" which is the amount of the Total Net Proceeds (as of the date the State Loan was made) which were used to finance the County Corrections Project which is proposed to be released. The State shall then calculate the "Project Fraction" by dividing the Project Proceeds by the Total Net Proceeds. The State shall then calculate the "Project Principal" by multiplying the Project Fraction by the total principal amount of the State Loan and rounding up to the nearest \$5,000. The State shall then calculate the "Project Debt Service" by calculating the debt service on the State Loan which is allocable to the Project Principal, assuming the Project Principal and associated interest are repaid with approximately level debt service over a period of approximately twenty years from the date the State Loan was made. The unpaid debt service allocable to a County Corrections Project shall be the Project Debt Service on the 1996 Series A Certificates which has not been paid on the date the County deposits the Defeasance Obligations in irrevocable escrow with the Trustee pursuant to Section 4.5.

"Facilities Lease" means this Facilities Lease.

"Lease Term" means the term of this Facilities Lease, as specified in Section 4.2 hereof.

"Lessee" means the State, prior to foreclosure of the Mortgage, and the Replacement Lessee, after foreclosure of the Mortgage.

"Minor Encumbrances" means liens for taxes which are not delinquent, and any easements, minor defects or encumbrances which do not materially interfere with the use of the County Corrections Project.

"Mortgage" means the Trust Deed, from the State, as grantor, conveying the State's leasehold interest in the County Corrections Facilities to the Trustee, as beneficiary.

"Project Financing" means the grant of \$31,775,000 to the County for the County Corrections Project, which is made pursuant to Section 5.1 of the Sublease.

"Replacement Lessee" means the person who acquires the rights of the State under this Facilities Lease as a result of foreclosure of the Mortgage.

"State's Project Manager" means the Community Corrections Administrator of Corrections.

"State" means the State of Oregon, acting by and through its Department of Administrative Services.

"State Lenders" means the owners of certificates of participation which are issued to finance the County Corrections Project, or any other person entitled to receive the debt service payments due under the State Loan Documents.

"State Loan" means the initial loan obtained by the State to finance the County Corrections Project and any loans obtained by the State to refinance the initial loan to finance the County Corrections Project, so long as the refinancings mature on or before the final maturity date of the initial loan.

"State Loan Documents" means the loan agreement, trust agreement, certificates of participation and related documents executed by the State to obtain the State Loan.

"Sublease" means the Sublease of the County Corrections Facilities from the State, as sublessor, to the County, as sublessee.

"Trustee" means the Trustee designated in the State Loan Documents to act on behalf of the State Lenders.

"Hazardous Material" means any and all hazardous or toxic substances, wastes or materials as listed or defined by any federal, state or local statute, regulation or ordinance pertaining to the protection of human health or the environment.

2. Recitals

The parties recite:

2.1 The State has agreed to provide funds pursuant to the Act for the acquisition, expansion, improvement or construction of the County Corrections Project, which will be owned by the County.

2.2 The State will borrow the funds through the State Loan Documents.

2.3 The County has leased the County Corrections Facilities to the State pursuant to this Facilities Lease. To provide additional security for the State Loan, the State will enter into the Mortgage in favor of the Trustee.

2.4 The State and the County will enter into the Sublease to give the County the right to possess the County Corrections Facilities for the term stated in the Sublease.

3. Representations and Warranties of the County

3.1 The County is the owner of fee simple title to the County Corrections Facilities, free and clear of all encumbrances other than Minor Encumbrances.

3.2 The County has: purchased a standard form of title insurance policy in the amount of the Project Financing, insuring the State's leasehold interest in the County Corrections Facilities; or, has provided other evidence satisfactory to the State that the County has marketable title to the County Corrections Facilities, and has received a written waiver from the State of the requirement that the County provide the title insurance described in the first clause of this sentence.

3.3 The County has requested the State to finance the County Corrections Project pursuant to the Act.

3.4 This Facilities Lease has been duly authorized by the County, and constitutes a valid and binding agreement of the County which is enforceable against the County in accordance with its terms.

3.5 The County has made a County Contribution in the amount of \$NONE from County funds to finance earlier elements of the County Jail Project. The County attests that all actions required by law for the County to acquire and spend the County Contribution have been taken, and that the County Contribution is now available to be spent on the County Corrections Project.

3.6 The County warrants that all land use approvals and development permits required under local zoning or development ordinance, state law and federal law for the use of the land on which the County Corrections Project will be located as a correctional facility of the type and extent funded by this Facilities Lease have been obtained. "Land use approvals and development permits" includes, but is not limited to, any necessary "land use decision" or "limited land use decision" as those terms are defined by ORS 197.015(10) and (12), and does not include building permits or certificates of occupancy. The County has provided to Corrections a list of all land use approvals and development permits the County has obtained.

3.7 No litigation or claims (environmental or otherwise) are pending against the County regarding the County Corrections Project except those which have been disclosed by the County to Corrections and the Department in writing.

4. Lease, Term, Rent and Use of County Corrections Facilities

4.1 The County hereby leases to the Lessee, and the Lessee hereby leases from the County, the County Corrections Facilities on the terms and conditions set forth below.

4.2 The term of this Facilities Lease shall begin on the date of this Facilities Lease and shall end at midnight on the earlier of:

- 4.2.1 the tenth anniversary of the final maturity date of the initial State Loan;
- 4.2.2 if the Mortgage has not been foreclosed, the date on which the State Loan is paid in full, or,
- 4.2.3 the date on which the County pays the Defeasance Amount to the Trustee pursuant to Section 4.5.

4.3 This Facilities Lease is not subject to renewal or extension.

4.4 The County leases the County Corrections Facilities to the Lessee for the term of this Facilities Lease in consideration of the State providing the Project Financing to pay costs of the County Corrections Project, as provided in the Sublease. The County and the State agree that the State's maximum monetary obligation with respect to the County Corrections Project shall in no event exceed \$31,775,000. In the event that the costs of the County Corrections Project exceed the Project Financing, the County shall be responsible for all additional costs, and shall have no claim against the State for any amount that exceeds \$31,775,000.

4.5 If the Mortgage has not been foreclosed, the County may terminate this Facilities Lease prior to the expiration of its term by giving the State and the Trustee not less than 30 days prior written notice, and by paying the Defeasance Amount to the Trustee.

4.6 For so long as the Sublease is in effect, the State shall sublease the County Corrections Facilities solely to the County.

4.7 If the Sublease is terminated prior to termination of this Facilities Lease and the Mortgage has not been foreclosed, the State may use the County Corrections Facilities for any lawful purpose, including renting or leasing the County Corrections Facilities to third parties. Any agreement between the State and a third party for use of the County Corrections Facilities shall terminate upon foreclosure of the Mortgage.

4.8 If the Sublease is terminated prior to termination of this Facilities Lease and the Mortgage has been foreclosed, the Replacement Lessee shall have the obligations described in Section 6.

4.9 The County covenants that the State and any Replacement Lessee shall have quiet enjoyment of the County Corrections Facilities for the term of this Facilities Lease, subject only to the rights of the County under the Sublease during the term of the Sublease.

4.10 The State shall notify the County promptly if: the Legislative Assembly fails to appropriate sufficient funds to pay the State Loan; or, the State is notified by the Trustee that an event of default has occurred under the State Loan documents or that the Trustee intends, for any reason, to foreclose the Mortgage.

5. Leasehold Mortgage

5.1 The State shall have the right to place the Mortgage against the County Corrections Facilities to secure the State Loan. Placing the Mortgage against the County Corrections Facilities shall not release the State from any of its obligations under this Facilities Lease, and the State shall remain liable to perform all of its agreements and covenants hereunder.

5.2 The County will execute, acknowledge and deliver to the State and the Trustee, promptly upon request, a certificate certifying (i) that this Facilities Lease is unmodified and in full force and effect (or, if there have been modifications, that this Facilities Lease is in full force and effect as modified, and stating the modifications), (ii) the dates, if any, to which sums payable hereunder have been paid and (iii) whether or not, to the knowledge of the County, there are then existing any defaults under this Facilities Lease (and if so, specifying the same).

5.3 The County agrees to provide the Trustee with a copy of any notice of default given to the State hereunder. The copies of such notices shall be transmitted to the Trustee concurrently with and by the same manner of delivery in which the original notice is given to the State. The Trustee shall have the same right to cure or correct any default on the part of the State to the same extent that the State has to cure or correct such default, and the County shall be bound to accept such cure or correction from the mortgagee to the same extent that it would be if tendered by the State.

5.4 The County and the State agree to amend this Facilities Lease to the extent necessary to include customary leasehold mortgage provisions required by the Trustee at no cost or expense to the County so long as the requested changes do not materially adversely affect the County's rights or interest in the County Corrections Facilities.

6. Obligations of Replacement Lessees

6.1 If the Trustee forecloses the Mortgage, possession of the County Corrections Facilities will pass to a Replacement Lessee for the term of this Facilities Lease. This Section 6 states the obligations of Replacement Lessees. A Replacement Lessee shall comply with the provisions of this Section 6, and all provisions of this Facilities Lease except those which apply by their terms only to the State, during the entire period that the Replacement Lessee is entitled to possession of the County Corrections Facilities.

6.2 Each Replacement Lessee shall:

6.2.1 Pay any and all real and personal property taxes, general and special assessments, and other charges of every description levied on or assessed against the County Corrections Facilities, or personal property or fixtures which are part of the County Corrections Facilities during the Lease Term;

6.2.2 Keep the property free from all liens and encumbrances, except for liens for current taxes or assessments which are not delinquent.

6.2.3 Maintain the County Corrections Facilities and all improvements in first class condition and repair throughout the term of this Facilities Lease, ordinary wear and tear excepted, and in accordance with all applicable rules, regulations and ordinances of federal, state, State, municipal or other governmental agencies having or claiming jurisdiction.

6.2.4 Pay the County's reasonable costs of maintaining the insurance described in Section 7.4, or provide that insurance if the County fails to do so.

6.2.5 pay when due all charges for electricity, natural gas, water, sewage, telephone, refuse collection and all other services or utilities used on or in connection with the County Corrections Facilities, including any costs billed by the County pursuant to Section 7.3.

6.2.6 operate and use the County Corrections Facilities in a manner which is reasonably compatible with the uses of adjoining property owned by the County.

6.2.7 indemnify and hold harmless the Trustee from and against any and all losses, liabilities, damages, injuries, costs, expenses and claims (collectively, "Claims") arising out of or relating to the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission or release from, the Property of any Hazardous Material (including, without limitation, any Claims asserted or arising under the Comprehensive Environmental Response, Compensation and Liability Act, any so-called "superfund" or "super lien" law or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning any Hazardous Material), but only if the hazardous substance was introduced onto the County Corrections Facilities during the time the Replacement Sublessee was entitled to possession of the County Corrections Facilities.

6.3 A Replacement Lessee may contest in good faith the validity or amount of any tax, assessment or charge in accordance with the procedures established by statute or administrative rule for such contest so long as the County Corrections Facilities are not subjected to any lien as a result of the contest.

6.4 A Replacement Lessee shall pay all amounts required by this Facilities Lease unconditionally, and shall not be entitled to offset against payments required by this Facilities Lease any claim the Replacement Lessee may have against the Trustee, the County or the State of Oregon.

7. Obligations of the County Regarding Taxes, Utilities and Insurance.

7.1 The County is exempt from taxation, is currently the owner of the County Corrections Facilities, and will be the user of the County Corrections Facilities on commencement of this Facilities Lease. Any taxes, assessments and charges on the County Corrections Facilities during the term of this Facilities Lease shall be paid by the County, to the extent they are not paid by any Replacement Lessee.

7.2 During the term of this Facilities Lease the County shall pay when due all charges for electricity, natural gas, water, sewage, telephone, refuse collection and all other services or utilities used on or in connection with the County Corrections Facilities which are not paid by the State or any Replacement Lessee.

7.3 If the Sublease is terminated prior to termination of this Facilities Lease, the County shall make available to the Lessee all electricity, natural gas, water, sewage, telephone, refuse collection and all other services, amenities or utilities which were available for the County Corrections Facilities during the term of the Sublease, or were intended to be available for the County Corrections Facilities during the term of the Sublease, including use of exercise areas, food service, and other amenities which were required or available for the County Corrections

Facilities prior to termination of the Sublease. If any such services or utilities are provided by or billed through the County, the County shall bill the Lessee for such utilities and services at the County's cost. The County shall not be obligated to provide the Lessee with administrative services in connection with processing inmates housed at the County Corrections Facilities.

7.4 The County shall maintain in full force and effect throughout the entire term of this Facilities Lease, property insurance for the perils of all risks of direct physical loss or damage including earthquake and flood covering the County Corrections Facilities in an amount at least equal to the amount of the Project Financing, plus the amount of the County Contribution. Such property insurance shall include coverage in an amount not less than the lesser of: 100% of the full replacement cost of the County Corrections Facility; or the sum of the Project Financing plus the County Contribution. The Trustee and the State of Oregon shall be named as loss payees as their interests may appear. The Trustee and the State of Oregon shall be provided written notice of any cancellation or material modification to the policy at least 30 days prior to the effective date of such cancellation or change. A properly executed certificate of insurance shall be provided to the Trustee and the Department prior to commencement of any construction, and thereafter, at least 30 days prior to the effective date of any renewal or replacement policy. The policy shall be issued by companies licensed or authorized to provide insurance in the State of Oregon. The policy shall be written by an insurance company that meets or exceeds an A VII rating of A.M. Best Company or for those qualified companies that are not rated by A.M. Best Company a rating equivalent or better than an A.M. Best A VII. The County's deductible shall not exceed \$50,000 each loss, except the earthquake and flood deductible shall not exceed 2 percent of each loss or \$50,000, whichever is more, without prior written permission of the State of Oregon.

7.5 Any proceeds of the policies described in Section 6.2.4 and Section 7.4 and any net proceeds of condemnation of the County Corrections Facilities shall be paid into a joint account of the State and the County, and shall be applied to rebuild, restore or replace the County Corrections Facilities in a manner acceptable to the State, the County and any Replacement Lessee. If the State, the County and any Replacement Lessee are unable to agree on how the County Corrections Facilities are to be rebuilt, restored or replaced, the parties shall attempt to resolve the matter through the dispute resolution procedures provided in Section 15, below. If the parties are still unable to agree, an amount of insurance proceeds equal to the Defeasance Amount (or all of the proceeds, if they are less than the defeasance amount) shall be paid to the Trustee and used to defease the State Loan, and any balance of the insurance proceeds shall be paid jointly to the County and any Replacement Lessee. Any proceeds remaining after defeasance shall be paid to the order of the County and any Replacement Lessee; and shall be divided between the County and any Replacement Lessee *pro rata*, based upon the remaining term of this Facilities Lease and the remaining useful life of the County Corrections Facilities. The County shall cooperate fully with the State and any Replacement Lessee to obtain the largest possible recovery but the County shall not be obligated to incur any expense or cost in that connection.

8. Ownership of the Improvements

Regardless of who may own improvements constructed on the County Corrections Facilities during the Lease Term, all improvements located on the County Corrections Facilities at the expiration or sooner termination of this Facilities Lease shall become the property of the County, free and clear of all claims of the State or anyone claiming under the State.

9. Assignment; Subletting; Use by the State

9.1 The State shall not assign or otherwise transfer the State's interest in this Facilities Lease except pursuant to the Mortgage.

9.2 The County shall have no right to possess the County Corrections Facilities during the Lease Term, except by virtue of the Sublease.

9.3 The State may use the County Corrections Facilities for any lawful purpose during the term of this Facilities Lease, if the Sublease is terminated pursuant to Section 4.3.2 or 4.3.3 of the Sublease.

9.4 To the fullest extent permitted by law, the State shall indemnify and hold harmless the Trustee from and against any and all losses, liabilities, damages, injuries, costs, expenses and claims (collectively, "Claims") arising out of or relating to the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission or release from, the County Corrections Facilities of any Hazardous Material (including, without limitation, any Claims asserted or arising under the Comprehensive Environmental Response, Compensation and Liability Act, any so-called "superfund" or "super lien" law or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning any Hazardous Material), but only if the hazardous substance was introduced onto the County Corrections Facilities during the time in which the State was entitled to possession of the County Corrections Facilities because the Sublease had been terminated but the Mortgage had not been foreclosed.

10. Condemnation

If all or any portion of the County Corrections Facilities are condemned, the net proceeds of the condemnation shall be applied as provided in Section 7.5.

11. Default and Remedies

11.1 It shall constitute a default and breach under this Facilities Lease if the State fails to perform any term, condition or covenant of this Facilities Lease within 30 days after written notice from the County specifying the nature of the failure with reasonable particularity. If the failure is of such a nature that it cannot be completely remedied within the 30-day period, the failure shall not be a default if the State begins correction of the failure within the 30-day period and thereafter proceeds with reasonable diligence and in good faith to correct the failure as soon as practicable.

11.2 Upon default and after the notice period described in 11.1 above, the County may, after having attempted in good faith to resolve any dispute related to the default as provided in Section 15, bring an action at law to recover damages for any breach, and may seek any equitable remedies which may be available; however, this Facilities Lease shall not be terminable because of any breach by the State prior to payment in full (or provision therefor) of the entire State Loan which is allocable to financing the County Corrections Project.

12. Indemnity

12.1 Indemnification of State by County.

12.1.1 To the fullest extent permitted by Article XI, section 10 of the Oregon Constitution and the Oregon Tort Claims Act (ORS 30.260 to 30.300), the County shall defend, indemnify and hold harmless the State of Oregon, the Office of the State Treasurer, its Department of Administrative Services, its Department of Corrections, and the officers, employees and agents of each against any and all losses, claims, damages, liabilities and expenses: (i) arising out of the failure of the County to fulfill the County's obligations under this Facilities Lease or the County's obligations under the Sublease; (ii) arising out of any statement or information in any Preliminary Official Statement, Official Statement or other disclosure document published in connection with the issuance of certificates of participation that is based on or reflects written information provided to the State by the County that is untrue or incorrect in any material respect or which contains an omission by the County of any statement or information required to be stated therein or necessary to make the statements therein not materially misleading; and (iii) arising from any claims, actions, suits or other proceedings brought or asserted by third parties, including but not limited to tort actions, claims or actions arising out of the County's treatment of offenders, the conditions of confinement at any County administered facility, or the imposition by the County of sanctions or disciplinary measures with respect to offenders.

12.1.2 It is provided, however, that the County shall not be required to indemnify, defend or hold harmless the State of Oregon, the Office of the State Treasurer, its Department of Administrative Services, its Department of Corrections, or their officers, employees or agents against any claim or liability resulting from the wrongful acts or negligence of the State of Oregon, the Office of the State Treasurer, its Department of Administrative Services, its Department of Corrections, or their officers, employees or agents.

12.1.3 This indemnity agreement is in addition to any liability which the County otherwise may have. The contractual and quasi-contractual damages which may be claimed against the County shall not exceed those amounts permitted by the Oregon Constitution. Tort damages shall not exceed the limits of the Oregon Tort Claims Act, ORS 30.260 to 30.300 (the "Tort Claims Act"), and shall be subject to the restrictions set forth in the Tort Claims Act unless the provisions and limitations of the Tort Claims Act are preempted by federal law, including but not limited to, the federal securities laws. In case any claim that is subject to this indemnity provision shall be made or action brought against the State of Oregon, its Department of Corrections, or the officers, employees or agents of either, the entity or person for whom indemnity may be sought from the County shall promptly notify the County in writing setting forth the particulars of such claim or action and the County shall assume the defense thereof, including the retaining of counsel and the payment of all reasonable expenses. Such entity or person shall have the right to retain at its own expense, separate counsel in any such action and to participate in the defense thereof in the event that in such entity's or person's judgment the counsel retained by the County cannot for any reason adequately defend such the interests of such person or entity.

12.2 Indemnification of County by State.

12.2.1 To the extent permitted by Article XI, section 7 of the Oregon Constitution and the Oregon Tort Claims Act (ORS 30.260 to 30.300), the State shall indemnify, defend and hold harmless the County, its officers, employees and agents, against any and all losses, claims, damages, liabilities and expenses: (i) arising out of the failure of the State to fulfill the State's obligations under this Facilities Lease or the Sublease; and (ii) arising out of any statement or information in any Preliminary Official Statement, Official Statement or other disclosure document published in connection with the issuance of the Certificates of Participation that is based on or reflects information provided or developed by the State that is untrue or incorrect in any material respect or which contains an omission by the State of any statement or information required to be stated therein or necessary to make the statements therein not materially misleading, it being specifically agreed that the State's obligations under this subparagraph (ii) shall not extend to or include any statement, information or omission which is provided or developed by any person or party other than the State, its officers, or employees.

12.2.2 Notwithstanding any other provision of this section 12.2, the State's indemnification, defense and hold harmless obligations shall in no event extend to or include any losses, claim, damages, liabilities or expenses arising from any claims, actions, suits or other proceedings brought or asserted by third parties, including but not limited to tort actions arising out of the County's confinement or treatment of offenders, the conditions of confinement at any County administered facility, the imposition by the County of sanctions or disciplinary measures with respect to offenders, or any proceedings in the nature of criminal prosecutions, appeals from convictions, parole or probation revocations or proceedings in the nature of habeas corpus or post-conviction relief. It is also provided that the State shall not be required to indemnify, defend or hold harmless the County or its officers, employees or agents against any claim or liability arising out of the wrongful acts or negligence of the County, or its officers, employees or agents.

12.2.3 The County expressly understands and agrees that the State shall have no liability whatsoever to the County, its officers, employees or agents, in any way arising out of or resulting from any failure or refusal by the Oregon Legislative Assembly to appropriate or otherwise provide sufficient funds to pay principal of and interest on any certificates of participation issued by the State under the Act.

12.2.4 This indemnity agreement is in addition to any liability which the State otherwise may have. The contractual and quasi-contractual damages which may be claimed against the State shall not exceed those amounts permitted by the Oregon Constitution. Tort damages shall not exceed the limits of the Oregon Tort Claims Act, ORS 30.260 to 30.300 (the "Tort Claims Act"), and shall be subject to the restrictions set forth in the Tort Claims Act unless the provisions and limitations of the Tort Claims Act are preempted by federal law, including but not limited to, the federal securities laws. In case any claim that is subject to this indemnity provision shall be made or action brought against the County, its officers, employees or agents,

the entity or person for whom indemnity may be sought from the State shall promptly assume the defense thereof, including the retaining of counsel and the payment of all reasonable expenses. Such entity or person shall have the right to retain, at its own expense, separate counsel in any such action and to participate in the defense thereof in the event that in such entity's or person's judgment the counsel retained by the State cannot for any reason adequately defend the interests of such person or entity.

13. Hazardous Substances

County shall indemnify and hold harmless the Trustee from and against any and all losses, liabilities, damages, injuries, costs, expenses and claims (collectively, "Claims") arising out of or relating to the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission or release from, the Property of any Hazardous Material (including, without limitation, any Claims asserted or arising under the Comprehensive Environmental Response, Compensation and Liability Act, any so-called "superfund" or "super lien" law or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning any Hazardous Material). However, the County shall not be required to indemnify the Trustee for any claims for which a Replacement Lessee is required to indemnify the Trustee pursuant to Section 6.2.7, or the State is required to indemnify the Trustee pursuant to Section 9.4.

14. Surrender on Termination

14.1 Upon expiration of the Lease Term, the Lessee shall surrender possession of the County Corrections Facilities to the County. All portions of the County Corrections Facilities shall become the County's property at the date of expiration of this Facilities Lease.

14.2 Failure by the Lessee to vacate the County Corrections Facilities at the time specified in this Facilities Lease shall not constitute a renewal or extension or give the Lessee any rights in or to the County Corrections Facilities or any improvements. Upon such a holdover, the Lessee shall be deemed a tenant at sufferance, and shall, to the extent permitted by Article XI, Section 7 of the Oregon Constitution, defend and indemnify the County from all liability and expense resulting from the failure or delay of the Lessee to timely surrender the County Corrections Facilities including, without limitation, claims made by any succeeding tenant founded on or resulting from the Lessee's failure to so surrender.

15. Dispute Resolution

15.1 Notwithstanding any other provisions provided for in this Facilities Sublease, in the event of any dispute arising between County and the State in the performance of this Facilities Lease, the parties agree to the following resolution process:

15.1.1 Any dispute and/or disagreement between the County and the State regarding performance of this Facilities Lease shall be attempted to be resolved informally, at the earliest possible time and at the lowest level.

15.1.2 If a dispute or disagreement cannot be resolved informally, the County shall present the issue of dispute or disagreement, in writing, to the County's Project Manager and the State's Project Manager, or the State shall present the issue of dispute or disagreement, in writing, to the State's Project Manager and the County's

Project Manager. The written statement shall set forth the disputed matter and the resolution proposed by the entity presenting the statement. The County's Project Manager and the State's Project Manager shall meet to discuss the disputed matter within ten (10) business days of receipt of the written statement. Any agreement resolving the dispute shall be reduced to writing by the County and the State and signed by both the County's Project Manager and the State's Project Manager.

15.1.3. In the event the dispute is not resolved, the County, within ten (10) days of the meeting between the County's Project Manager and the State's Project Manager, shall present the dispute, in writing, to the County's Executive and the Director of Corrections, or the State, within ten (10) days of the meeting between the County's Project Manager and the State's Project Manager, shall present the dispute, in writing, to the County Executive and the State's Director of Corrections. Within ten (10) days of receipt of the written dispute, the County's Executive and the State's Director of Corrections shall meet and review the dispute. If resolution of the dispute is reached, such resolution shall be reduced to writing by the County and the State and signed by both the County's Executive and the State's Director of Corrections.

15.2 Prior to initiating any action regarding a dispute or disagreement between the County and the State, the parties shall attempt to resolve the matter as provided in this Section 15. In the event the dispute is not resolved, the dispute shall be submitted to arbitration as provided in ORS 190.710 to 190.790. However, no award resulting from such arbitration shall be binding on either party or otherwise preclude either party from seeking, after the award, such judicial remedy or resolution of the dispute as may be available to it at law or in equity.

16. Miscellaneous

16.1 Waiver by either party of strict performance of any provision or term of this Facilities Lease shall not be a waiver of or prejudice the party's right to require strict performance of the same provision or any other provisions.

16.2 All notices under this Facilities Lease shall be effective on the earlier of actual receipt or two days after deposit as registered or certified mail, return receipt requested, postage prepaid and addressed to the County or the State at the addresses stated below, or to such other address as either party may specify by notice to the other party:

the County: Multnomah County Counsel, 1120 SW Fifth Ave. Suite 1530, P.O. Box 849, Portland, Oregon 97207-0849.

the Lessee: Oregon Department of Administrative Services, 155 Cottage Street, Salem, Oregon 97310, Attention: Finance.

16.3 If suit or action is instituted to enforce this Facilities Lease, or in connection with any claim or controversy arising out of this Facilities Lease, the prevailing party, to the extent of legally available funds in the case the County does not prevail, shall be entitled to recover, in addition to costs, such sum as the court may adjudge reasonable as attorney fees at trial and on any appeal of the suit, proceeding or action. If arbitration is instituted in connection with any claim or controversy arising out of this Facilities Lease, attorney fees may be awarded by the arbitrators

as they may decide, and if so awarded shall be a part of the arbitrators' decision on which judgment may be rendered.

16.4 The invalidity or illegality of any provision of this Facilities Lease shall not affect the remainder of the Facilities Lease.

16.5 This Facilities Lease and the party's rights under it shall be construed and regulated by the laws of the state of Oregon.

16.6 At the request of either party the parties will execute and acknowledge a memorandum of lease in recordable form which shall include a legal description of the County Corrections Facilities and the term of the Facilities Lease, and either party may record the memorandum.

16.7 Any legal action regarding this Facilities Lease shall be filed in an Oregon court of appropriate jurisdiction in Marion County, Oregon.

Board of County Commissioners
Multnomah County, Oregon,
the "County"

State of Oregon, acting by and through its
Department of Administrative Services (the
"Lessee")



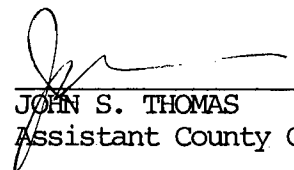
Beverly Stein, Chair

Director or Deputy, Department of
Administrative Services

REVIEWED:

LAURENCE KRESSEL, COUNTY COUNSEL
FOR MULTNOMAH COUNTY

By



JOHN S. THOMAS
Assistant County Counsel

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # _____ DATE _____

BOARD CLERK

State of Oregon)
) ss.
County of Marion)

The foregoing Lease was acknowledged before me this ____ day of _____, 1996, by _____, the Director or Deputy Director of the Department of Administrative Services of the State of Oregon, on behalf of the State of Oregon.

Notary Public for Oregon
My commission expires:

State of Oregon)
) ss.
County of Multnomah)

The foregoing Lease was acknowledged before me this ____ day of _____, 1996, by _____, the _____ of Multnomah County, Oregon, on behalf of the County.

Notary Public for Oregon
My commission expires:

Exhibit A

The County Corrections Facilities consist of: (1) the County Corrections Project described in Exhibit B, below, (2) the portion (as described in Exhibit C below), of the real property described in Exhibit D below upon which the County Corrections Facilities will be located, (3) such easements, licenses, and other real property rights to, on, across, under, and over the real property described in Exhibit D for access to, and use, maintenance, and operation of, the County Corrections Facilities including ingress and egress and utility easements, and (4) such rights, including the right of support and airspace rights, sufficient for the construction, maintenance, use, and operation of the County Corrections Facilities; it being the intention that the County Corrections Facilities consist of such rights sufficient for the State to use and enjoy the County Corrections Facilities.

The County reserved to itself such rights, including the right of support and air space rights, sufficient for the maintenance, use, and operation of any improvements on the property described in Exhibit D existing on that date of this Lease other than the County Corrections Facilities (the "Existing Improvements"); it being the intention that the County reserve to itself such rights sufficient for the County to use and enjoy the Existing Improvements.

Exhibit B

The County Corrections Project will consist of the addition of 132,130 gross square feet to the existing Inverness Jail of Multnomah County. The expansion will be adjacent to the north and west sides of the existing housing units located at the northwest corner of the Jail. The expansion will consist of a new admissions area, dorm space, and medical service area. The expansion will increase the current 559 medium security bed capacity by 330 medium security beds.

Exhibit C

Approximately 132,130 square feet of property adjacent to the north and west sides of the existing housing units located at the northwest corner of the existing Inverness Jail.

Exhibit D

PARCEL I:

The West 401 feet of the following described tract of land, said 401 feet measured East at right angles to the West boundary line of a tract of land conveyed to the City of Portland, recorded December 24, 1985, in Book 1873, Page 1748, more particularly described as follows:

A parcel of land in Sections 14 and 15 and 22, T1N, R2E, W.M., Multnomah County, Oregon.

Beginning at a point in the Westerly right of way line of N.E. 122nd Boulevard, County Road No. 3119, said point being opposite engineer's centerline Station 20+97.31 and bears S 89° 37'09"E, 300.96 feet from the section corner common to Sections 14, 15, 22 and 23, T1N, R2E, W.M.; thence N 66° 39'25"W, 959.84 feet to a point; thence S 28° 29'35"W parallel to the centerline of said NE 122nd Boulevard 699.75 feet to a point, from which the Northwest corner of the David Powell DLC bears N 43° 46'54"E, 355.51 feet, and an iron pipe bears S 44° 48'56"W, 96.68 feet; thence N 60° 48'05"W, 246.26 feet to an iron pipe; thence N 79° 49'56"W, 7.3204 feet

to a point on the West line of the John Powell DLC, from which an iron pipe bears S0 52'39"W, 141.03 feet, thence N0 57'32"E along said West line 577.57 feet to a point; thence N82 37'05"E, 567.81 feet to a point; thence along a curve to the right having a radius of 781.20 feet, the chord of which bears S82 01'10"E, 413.92 feet, a distance of 418.92 feet to a point; thence S66 39'25"E, 1322.27 feet to a point on the Westerly right of way line of said NE 122nd Boulevard; thence S28 29'35"W along said line 95.38 feet to the point of beginning.

PARCEL II:

The Northerly 25 feet of the following described tract of land, said 25 feet being measured South of and at right angles to the North boundary line of a tract of land conveyed to the City of Portland, recorded December 24, 1985, in Book 1873, Page 1748, more particularly described as follows:

A parcel of land in Sections 14 and 15 and 22, TIN, R2E, W.M., Multnomah County, Oregon.

Beginning at a point in the Westerly right of way line of NE 122nd Boulevard, County Road No. 3119, said point being opposite engineers' centerline station 20+97.13 and bears S89 37'09"E, 300.96 feet from the section corner common to Sections 14, 15, 22 and 23, TIN, R2E, W.M.; thence N 66 39'25"W, 959.84 feet to a point; thence S28 29'35"W parallel to the centerline of said NE 122nd Boulevard 699.75 feet to a point, from which the Northwest corner of the David Powell DLC bears N43 46'54"E, 355.51 feet, and an iron pipe bears S44 48'56"W, 96.68 feet; thence N60 48'05"W, 246.26 feet to an iron pipe; thence N79 49'56"W, 7.3204 feet to a point on the West line of the John Powell DLC, from which an iron pipe bears S0 52'39"W, 141.03 feet; thence N0 57'32"E along said West line 577.57 feet to a point; thence N82 37'05"E, 567.81 feet to a point, thence along a curve to the right having a radius of 781.20 feet, the chord of which bears S82 01'10"E, 413.92 feet, a distance of 418.92 feet to a point; thence S66 39'25"E, 1322.27 feet to a point on the Westerly right of way line of said NE 122nd Boulevard; thence S28 29'35"W along said line 95.38 feet to the point of beginning.

Excepting the West 401 feet thereof measured East at right angles to the West boundary line of a tract of land conveyed to the City of Portland, recorded December 24, 1985, in Book 1873, Page 1748.

PARCEL III:

All of Block 99 1/2, PARKROSE, in the City of Portland, County of Multnomah and State of Oregon.

Facilities Sublease

THIS FACILITIES SUBLEASE is dated as of _____, 1996 and is executed by the State of Oregon, acting by and through its Department of Administrative Services, as State, and Multnomah County, as sublessee.

1. Definitions.

Capitalized terms used in this Facilities Sublease shall have the meanings defined for such terms in this section, unless the context clearly requires otherwise.

"Act" means Senate Bill 1145 (1995 Regular Session of the Oregon Legislature) and House Bill 3489 (1996 Special Session of the Oregon Legislature).

"Code" means the Internal Revenue Code of 1986, as amended.

"Corrections" means the Department of Corrections acting as representative of the State.

"County's Project Manager" means the Facilities Manager or designee.

"County" means Multnomah County, Oregon.

"County Contribution" means the amount of \$NONE, which the County is contributing to the cost of the County Jail Project, and which is described in Section 3.5 of the Facilities Lease.

"County Corrections Facilities" means the facilities described in Exhibit A to this Sublease.

"County Corrections Project" means the corrections facilities to be constructed by the County which are described in Exhibit B to this Sublease.

"County Executive" means the Chair, Multnomah County Board of Commissioners.

"Department" means the Department of Administrative Services of the State of Oregon.

"Facilities Lease" means the Facilities Lease in which the County, as lessor, leases the County Corrections Facilities to the State, as lessee.

"Material Change" means a change that would modify the character, scope, purpose or location of the County Corrections Project recommended to and approved by the Oregon Legislature. Those would include but not be limited to changes that would increase or decrease bed capacity; project location on the leased property; function the project was approved to serve, for example, to change a minimum security capacity project to an alcohol and drug treatment facility.

"Mortgage" means a leasehold mortgage on the State's interest in the Facilities Lease, from the State, as mortgagor, to the Trustee, as mortgagee.

"Project Financing" means the grant of \$31,775,000 to the County for the County Corrections Project, which is made pursuant to Section 5.1 of this Sublease.

"State's Project Manager" means the Community Corrections Administrator of Corrections.

"State Lenders" means the owners of certificates of participation which are issued to finance the County Corrections Project, or any other person entitled to receive the debt service payments due under the State Loan Documents.

"State Loan" means the loan obtained by the State to finance the County Corrections Project and any loans obtained by the State to refinance the initial loan to finance the County Corrections Project, so long as the refinancings mature on or before the final maturity date of the initial loan.

"State Loan Documents" means the loan agreement, trust agreement, certificates of participation and related documents executed by the State to obtain the State Loan.

"Sublease" means this Facilities Sublease.

"Trustee" means the Trustee designated in the State Loan Documents to act on behalf of the State Lenders.

2. Recitals.

The parties recite:

2.1 The State has agreed to provide funds pursuant to the Act for the construction of the County Corrections Project, which will be owned by the County.

2.2 The State will borrow the funds through the State Loan Documents.

2.3 The County has leased the County Corrections Facilities to the State under the Facilities Lease. To provide additional security for the State Loan, the State will execute the Mortgage on the Facilities Lease in favor of the Trustee.

2.4 The State and the County now enter into this Sublease to give the County the right to possess the County Corrections Facilities for the term of this Sublease.

3. Agreement to Sublease.

The State hereby leases to the County, and the County hereby leases from the State, the County Corrections Facilities on the terms and conditions set forth below.

4. Term and Use of County Corrections Facilities

4.1 The term of this Sublease shall begin on the Closing Date and shall continue to midnight on the tenth anniversary of the last scheduled principal payment on the State Loan, unless it is sooner terminated as provided in Section 4.3 of this Sublease.

4.2 This Sublease is not subject to renewal or extension.

4.3 This Sublease shall terminate on the earlier of:

4.3.1 the date on which Mortgage is foreclosed;

4.3.2 the date on which the responsibility for correctional services reverts to Corrections after the County discontinues participation in the community corrections program pursuant to Section 6 of the Act;

4.3.3 the date on which the State terminates this Sublease pursuant to Section 12.3 of this Sublease; or,

4.3.4 the date on which the Facilities Lease terminates.

4.4 The State subleases the County Corrections Facilities to the County for the term of this Sublease in consideration of the execution of the Facilities Lease and the agreement by the

County to construct the County Corrections Project in accordance with Section 5 of this Sublease.

4.5 The County shall construct and use the County Corrections Project in accordance with Oregon law and for the purposes described in the Act.

4.6 The State covenants that the State shall not interfere with the County's quiet enjoyment of the County Corrections Facilities for the term of this Sublease, subject only to the rights of the State under Section 5 of this Sublease.

4.7 Nothing in this Sublease shall be construed to limit the regulatory or police powers of the State.

5. Construction of County Corrections Project.

5.1 The State agrees to provide the County the Project Financing approved by the Legislative Assembly to pay costs of the County Corrections Project in an amount of not more than \$31,775,000. The Project Financing shall be paid to the order of the County in installments, as amounts are required by the County to pay actual costs of the County Corrections Project. Advance payments will not be permitted. If payments are for costs of County labor or other services, the State shall not provide Project Financing for such costs and expenses until the labor or services have been provided. The County and the State agree that the State's maximum monetary obligation with respect to the County Corrections Project shall in no event exceed \$31,775,000. In the event that the costs of the County Corrections Project exceed the Project Financing, the County shall be responsible for all additional costs, and shall have no claim against the State for any amount that exceeds \$31,775,000.

5.2 The County shall be responsible for organizing, advertising and obtaining bids for all aspects of the County Corrections Project in accordance with applicable law and local contracting procedures including but not limited to: site acquisition, site development, construction, equipping and implementation of the County Corrections Project. The County shall be responsible for awarding and managing all contracts and property acquisition procedures necessary to complete the County Corrections Project in accordance with the plans and specifications for the County Corrections Project which Corrections has approved.

5.3 The County shall require the general contractor to provide, at its own expense, builder's risk insurance on an all risk form, including earthquake and flood, for an amount equal to the full amount of the contract. Any deductible shall not exceed \$50,000 each loss, except the earthquake and flood deductible shall not exceed 2 percent of each loss or \$50,000, whichever is more. The policy will include as loss payees the State of Oregon and the Trustee, as its interests may appear.

5.4 The County agrees to have plans and specifications for the County Corrections Project prepared by a licensed architect. The County may let all contracts for work required to prepare final plans and specifications without the approval of Corrections as long as the total expected costs of those contracts does not exceed 15% of the amount of the Project Financing. After the final plans and specifications are developed, the County shall file those plans and specifications and a comprehensive budget for the County Corrections Project with Corrections, and shall obtain the written approval of Corrections for those plans and specifications and the budget

before letting any remaining contracts for project work, and commencing construction of, the County Corrections Project. Corrections shall review and approve or deny approval of plans and specifications expeditiously.

5.5 The County agrees to construct the County Corrections Project in accordance with the plans and specifications and budget which Corrections has approved. All change orders that create a Material Change in the plans and specifications or increase the budget above the amount approved by Corrections must be approved by Corrections in advance and in writing. Corrections must be advised of all other change orders and their impact on the County Corrections Project budget within 10 days of their approval by the County or County representative.

5.6 The County agrees not to approve material changes to the plans and specifications or budget changes to the County Corrections Project that increase the budget to more than the amount approved by Corrections, unless the County first obtains the written consent of Corrections. Corrections must be advised of all changes to the plans and specifications that are not material or budget changes that do not increase the budget to more than the approved project amount within 10 days of their approval by the County or County representative.

5.7 To obtain a disbursement of the Project Financing for actual costs of the County Corrections Project, the County shall submit a requisition to Corrections on a form approved by the State, with such information as the State may reasonably require, including invoices from contractors and the amount of the County Contribution which will be applied to pay the costs for which the requisition is submitted. Corrections shall verify that the requisition is consistent with this Sublease and the plans, specifications and budget for the Project, and that the requisition, together with past requisitions for the County Corrections Project, does not exceed the amount of the Project Financing. If Corrections approves the requisition, Corrections shall submit the requisition to the Department according to the manner described in the Interagency Agreement between Corrections and the Department in connection with the State Loan. The Department shall submit the requisition to the Trustee with instructions that the requisitioned amount be paid as described in the requisition form. Corrections and the Department shall process requisitions expeditiously.

5.8 Neither execution of this Sublease nor approval of plans and specifications for the County Corrections Project by Corrections shall be construed as a representation or warranty by the State that the plans and specifications for the County Corrections Project are adequate.

5.9 The County agrees to complete the County Corrections Project in accordance with the plans and specifications which Corrections has approved. The County shall pay all costs of the County Corrections Project from the Project Financing, and, if those amounts are not sufficient, from other legally available funds of the County. The State shall not be obligated to pay the County any costs of the County Corrections Project which exceed the Project Financing.

5.10 The State and its representatives shall have access to the County Corrections Project at all reasonable times throughout the term of this Sublease to inspect the construction, operation and maintenance of the County Corrections Project.

5.11 The County shall file a completion certificate, in substantially the form attached to the Sublease as Exhibit E, upon substantial completion of the County Corrections Project.

5.12 Prior to commencement of any construction, the County shall require that the general contractor procure and maintain in full force and effect throughout the entire term of the construction and for one year after completion and acceptance by the County, a performance and Payment Bond for the faithful performance and payment of all contractor's obligations for the total cost of the County Corrections Project. The County shall be named as the obligee on the Bond.

6. The Act

The State has agreed to finance the County Corrections Project pursuant to the Act. The County agrees to carry out its obligations under the Act, including but not limited to:

6.1 When a county assumes responsibility under ORS 423.500 to 423.560 for correctional services previously provided by Corrections, the county and Corrections shall enter into an intergovernmental agreement that includes a local community corrections plan consisting of program descriptions, budget allocation, performance objectives and methods of evaluating each correctional service to be provided by the county.

6.2 The community corrections plans shall comply with rules adopted pursuant to ORS 423.500 to 423.560, and shall include but need not be limited to an outline of the basic structure and the supervision, services and local sanctions to be applied to offenders convicted of felonies who are:

6.2.1 On parole;

6.2.2 On probation;

6.2.3 On post-prison supervision;

6.2.4 Sentenced, on or after January 1, 1997, to 12 months or less of incarceration; and

6.2.5 Sanctioned, on or after January 1, 1997, by a court or the State Board of Parole and Post-Prison Supervision to 12 months or less incarceration for a violation of a condition of parole, probation or post-prison supervision.

6.3 Section 6 of the Act provides for payments to the County for funding for community corrections. If the total State community corrections appropriation is less than the baseline calculated under subsection (1) of Section 6 of the Act, the County may discontinue participation by written notification to the Director of Corrections 180 days prior to implementation of the change. If a county discontinues participation, the responsibility for correctional services transferred to the county, and the portion of funding made available to the county under ORS 423.530 reverts to Corrections. In no case does responsibility for supervision and provision of correctional services to misdemeanor offenders revert to the Department. If the County discontinues participation, this Sublease shall terminate as of the date the responsibility for correctional services reverts to Corrections. The Facilities Lease, however, shall not terminate.

6.4 The County shall assign all rights under its architectural, engineering, construction and related contracts for the County Corrections Project to Corrections if this Sublease is terminated prior to completion of construction of the County Corrections Project.

7. Taxes and Assessments; Utilities

The County shall pay all taxes, utility charges and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to the County Corrections Facilities. If any governmental charges may lawfully be paid in installments over a period of years, the County may pay those charges in installments. The County may contest in good faith the validity or application of any tax, utility charge or governmental charge in any reasonable manner, so long as the contest does not subject any portion of the County Corrections Facilities to loss or forfeiture.

8. Maintenance; Alterations; Reconstruction

8.1 The County shall maintain the County Corrections Facilities and all improvements in first class condition and repair throughout the term of this Sublease, ordinary wear and tear excepted, and in accordance with all applicable rules, regulations and ordinances of federal, state, county, municipal or other governmental agencies having or claiming jurisdiction.

8.2 The County shall perform at its sole cost and expense all necessary maintenance and repairs of: (1) the structure, foundation, exterior walls, roof, doors and windows, elevators, emergency lighting, fire extinguishers, sidewalks, and parking areas which are located in or serve the County Correction Facilities; (2) the heating, air conditioning, plumbing, electrical, and lighting systems in the County Corrections Facility, replacing parts of the system as necessary, obtaining required permits and inspections from local and state enforcement authorities as required; (3) carpets and other floor coverings.

8.3 The County agrees to maintain County Corrections Facilities utilizing a preventive maintenance plan which conforms to manufacturers' warranties, follows manufacturers' recommendations for maintenance and repairs, and assures that routine maintenance and repairs are scheduled and accomplished in a timely manner to protect the structures and building systems from excessive deterioration.

9. Ownership of the Improvements

The County Corrections Facilities shall be owned by the County, subject to the rights of the State under the Facilities Lease.

10. Tax Covenants; Transfer of County Corrections Facilities

10.1 The County covenants for the benefit of the State and the recipients of State Loan Payments to comply with all provisions of the Code which are required for interest on the State Loan to be excluded from gross income for federal taxation purposes. In determining what actions are required to comply, the County may rely on an opinion of the State's bond counsel. The County makes the following specific covenants with respect to the Code:

10.1.1 The County will not take any action or omit any action if it would cause the State Loan to become an "arbitrage bond" under Section 148 of the Code.

10.1.2 The County shall operate the facilities financed with the State Loan so that the State Loan does not become a "private activity bond" within the meaning of Section 141 of the Code.

10.1.3 The County shall, at the request of the State, cooperate with the State to provide information the State may need to compute any arbitrage rebate payments which may be due from the State in connection with the State Loan. The County shall, at the request of the Department, report any information on investment and expenditure of amounts which are paid to the County under this Sublease, which the State reasonably requires to comply with the arbitrage rebate requirements which apply to the State Loan.

10.2 The County represents that it has not leased or otherwise transferred to any person any interest in the County Corrections Facilities. The County agrees that it will not convey, sublet, assign or otherwise transfer the County Corrections Facilities or the County's interest in this Sublease, in whole or in part, without the prior written consent of the State. The County agrees that it will not allow any person to use the County Corrections Project in a manner which would cause interest on the State Loan to become includable in gross income under the Internal Revenue Code of 1986, as amended.

11. Insurance and Condemnation.

11.1 The County has agreed in the Facilities Lease to maintain insurance on the County Corrections Facilities throughout the term of the Facilities Lease. Proceeds of that insurance shall be used as provided in the Facilities Lease.

11.2 Any proceeds of condemnation of the County Corrections Facilities shall be used as provided in the Facilities Lease.

12. Default and Remedies

12.1 Except as provided in Section 13.2, it shall constitute an Event of Default under this Sublease if:

12.1.1 The Director of Corrections has suspended any portion of the funding made available to the County under ORS 423.500 to 423.560, pursuant to Section 8 of the Act; or,

12.1.2 the County fails to observe or perform any of its obligations hereunder, and the failure continues for a period of forty-five days after the State has given written notice to the County.

12.2 It shall not constitute an Event of Default if, within forty-five days after the State has given notice, the County begins efforts to effect a cure, and diligently continues those efforts until a cure is effected.

12.3 Upon the occurrence of an Event of Default the State may, after having attempted in good faith to resolve any dispute related to the Event of Default as provided in Section 14:

12.3.1 terminate this Sublease and the County's right to possess and use the County Corrections Facilities; or,

12.3.2 exercise any other remedy which may be available at law or in equity.

13. Surrender on Termination

13.1 Upon expiration or prior termination of the Sublease term, the County shall surrender possession of the County Corrections Facilities to the State, including all improvements then located on the County Corrections Facilities, broom clean, all in good condition except for reasonable wear and tear since the last necessary restoration, repair or reconstruction made by the County pursuant to this Sublease. If this Sublease terminates and the Mortgage has not been foreclosed, the County shall surrender the County Corrections Facilities free of all tenants and prisoners except prisoners for whom the State is obligated to assume responsibility. If this Sublease terminates because of foreclosure of the Mortgage, the County shall surrender the County Corrections Facilities, free of all tenants and occupants.

13.2 Failure by the County to vacate the County Corrections Facilities at the time specified in this Sublease shall not constitute a renewal or extension or give the County any rights in or to the County Corrections Facilities or any improvements. Upon such a holdover, the County shall be treated as a tenant at sufferance and shall, to the extent permitted by law, defend and indemnify the State from all liability and expense resulting from the failure or delay of the County to timely surrender the County Corrections Facilities including, without limitation, claims made by any succeeding tenant founded on or resulting from the County's failure to so surrender.

13.3 If the County continues to use any portion of the County Corrections Facilities or fails to deliver possession of the same within 30 days after termination of this Sublease, the County shall, to the extent of legally available funds, be liable for the debt service that the State is required to pay under the State Loan Documents which is allocable to financing of the County Corrections Project, and any other actual (but not consequential) damages or losses suffered by the State as a consequence of such failure.

14. Dispute Resolution

14.1 Notwithstanding any other provisions provided for in this Facilities Sublease, in the event of any dispute arising between County and the State in the performance of this Facilities Sublease, the parties agree to the following resolution process:

14.1.1 Any dispute and/or disagreement between the County and the State regarding performance of this Facilities Sublease shall be attempted to be resolved informally, at the earliest possible time and at the lowest level.

14.1.2 If a dispute or disagreement cannot be resolved informally, the County shall present the issue of dispute or disagreement, in writing, to the County's Project Manager and the State's Project Manager, or the State shall present the issue of dispute or disagreement, in writing, to the State's Project Manager and the County's Project Manager. The written statement shall set forth the disputed matter and the resolution proposed by the entity presenting the statement. The County's Project Manager and the State's Project Manager shall meet to discuss the disputed matter within ten (10) business days of receipt of the written statement. Any agreement resolving the dispute shall be reduced to writing by the County and the State and signed by both the County's Project Manager and the State's Project Manager.

14.1.3 In the event the dispute is not resolved, the County, within ten (10) days of the meeting between the County's Project Manager and the State's Project Manager, shall present the dispute, in writing, to the County's Executive and the Director of Corrections, or the State, within ten (10) days of the meeting between the County's Project Manager and the State's Project Manager, shall present the dispute, in writing, to the County Executive and the State's Director of Corrections. Within ten (10) days of receipt of the written dispute, the County's Executive and the State's Director of Corrections shall meet and review the dispute. If resolution of the dispute is reached, such resolution shall be reduced to writing by the County and the State and signed by both the County's Executive and the State's Director of Corrections.

14.2 Prior to initiating any action regarding a dispute or disagreement between the County and the State, the parties shall attempt to resolve the matter as provided in this Section 15. In the event the dispute is not resolved, the dispute shall be submitted to arbitration as provided in ORS 190.710 to 190.790. However, no award resulting from such arbitration shall be binding on either party or otherwise preclude either party from seeking, after the award, such judicial remedy or resolution of the dispute as may be available to it at law or in equity.

15. Miscellaneous.

15.1 Prior to initiating any action regarding a dispute or disagreement between the County and the State, the parties shall attempt to resolve the matter as provided in this Section 14. In the event the dispute is not resolved, the dispute shall be submitted to arbitration as provided in ORS 190.710 to 190.790. However, no award resulting from such arbitration shall be binding on either party or otherwise preclude either party from seeking, after the award, such judicial remedy or resolution of the dispute as may be available to it at law or in equity. No written or oral statement or representation made in the course of attempted dispute resolution under Section 14 shall constitute a party admission or be admissible in any subsequent judicial proceeding which directly concerns the dispute.

15.2 Waiver by either party of strict performance of any provision or term of this Sublease shall not be a waiver of or prejudice the party's right to require strict performance of the same provision or any other provisions.

15.3 All notices under this Sublease shall be effective on the earlier of actual receipt or two days after deposit as registered or certified mail, return receipt requested, postage prepaid and addressed to the State or the County at the addresses stated below, or to such other address as either party may specify by notice to the other party:

the County: Multnomah County Counsel, 1120 SW Fifth Ave., Suite 1530, P.O. Box 849, Portland, Oregon 97207-0849.

the Lessee: Oregon Department of Administrative Services, 155 Cottage Street, Salem, Oregon 97310, Attention: Finance.

15.4 If suit or action is instituted to collect rent, to enforce this Sublease, or in connection with any claim or controversy arising out of this Sublease, the prevailing party, to the extent of legally available funds in the case the County does not prevail, shall be entitled to recover, in addition to costs, such sum as the court may adjudge reasonable as attorney fees at trial and on any appeal of

the suit, proceeding or action. If arbitration is instituted in connection with any claim or controversy arising out of this Sublease, attorney fees may be awarded by the arbitrators as they may decide, and if so awarded shall be a part of the arbitrators' decision on which judgment may be rendered.

15.5 The invalidity or illegality of any provision of this Sublease shall not affect the remainder of the Sublease.

15.6 This Sublease and the parties' rights under it shall be construed and regulated by the laws of the State of Oregon. Any legal action to enforce this lease shall be commenced in the court of the State of Oregon which has jurisdiction and is located in Marion County, Oregon.

15.7 At the request of either party the parties will execute and acknowledge a memorandum of Sublease in recordable form which shall include a legal description of the County Corrections Facilities and the term of the Sublease, and either party may record the memorandum.


15.8 Any legal action regarding this Sublease shall be filed in an Oregon court of appropriate jurisdiction in Marion County, Oregon.

Board of County Commissioners
Multnomah County, Oregon,
the "County"


Beverly Stein, Chair

REVIEWED:

LAURENCE KRESSEL, COUNTY
COUNSEL FOR MULTNOMAH COUNTY

By 
JOHN S. THOMAS
Assistant County Counsel

State of Oregon, acting by and through its
Department of Administrative Services (the
"Lessee")

Director, Department of Administrative
Services

On behalf of the Department of Corrections, I hereby agree to perform the duties assigned to the Department of Corrections in this Sublease.

State of Oregon Department of Corrections ("Corrections")

Director

State of Oregon)
) ss.
County of Marion)

The foregoing Lease was acknowledged before me this ____ day of _____, 1996,
by _____, the Director/Deputy Director of the Department of
Administrative Services of the State of Oregon, on behalf of the State of Oregon.

Notary Public for Oregon
My commission expires:

State of Oregon)
) ss.
County of Multnomah)

The foregoing Lease was acknowledged before me this ____ day of _____, 1996, by
_____, the _____ of Multnomah County, Oregon, on behalf
of the County.

Notary Public for Oregon
My commission expires:

Exhibit A

The County Corrections Facilities consist of: (1) the County Corrections Project described in Exhibit B, below, (2) the portion (as described in Exhibit C below), of the real property described in Exhibit D below upon which the County Corrections Facilities will be located, (3) such easements, licenses, and other real property rights to, on, across, under, and over the real property described in Exhibit D for access to, and use, maintenance, and operation of, the County Corrections Facilities including ingress and egress and utility easements, and (4) such rights, including the right of support and airspace rights, sufficient for the construction, maintenance, use, and operation of the County Corrections Facilities; it being the intention that the County Corrections Facilities consist of such rights sufficient for the State to use and enjoy the County Corrections Facilities.

The County reserved to itself such rights, including the right of support and air space rights, sufficient for the maintenance, use, and operation of any improvements on the property described in Exhibit D existing on that date of this Lease other than the County Corrections Facilities (the "Existing Improvements"); it being the intention that the County reserve to itself such rights sufficient for the County to use and enjoy the Existing Improvements.

Exhibit B

The County Corrections Project will consist of the addition of 132,130 gross square feet to the existing Inverness Jail of Multnomah County. The expansion will be adjacent to the north and west sides of the existing housing units located at the northwest corner of the Jail. The expansion will consist of a new admissions area, dorm space, and medical service area. The expansion will increase the current 559 medium security bed capacity by 330 medium security beds.

Exhibit C

Approximately 132,130 square feet of property adjacent to the north and west sides of the existing housing units located at the northwest corner of the existing Inverness Jail.

Exhibit D

PARCEL I:

The West 401 feet of the following described tract of land, said 401 feet measured East at right angles to the West boundary line of a tract of land conveyed to the City of Portland, recorded December 24, 1985, in Book 1873, Page 1748, more particularly described as follows:

A parcel of land in Sections 14 and 15 and 22, T1N, R2E, W.M., Multnomah County, Oregon.

Beginning at a point in the Westerly right of way line of N.E. 122nd Boulevard, County Road No. 3119, said point being opposite engineer's centerline Station 20+97.31 and bears S 89° 37'09"E, 300.96 feet from the section corner common to Sections 14, 15, 22 and 23, T1N, R2E, W.M.; thence N 66° 39'25"W, 959.84 feet to a point; thence S28° 29'35"W parallel to the centerline of said NE 122nd Boulevard 699.75 feet to a point, from which the Northwest corner of the David Powell DLC bears N43° 46'54"E, 355.51 feet, and an iron pipe bears S44° 48'56"W, 96.68 feet; thence N60° 48'05"W, 246.26 feet to an iron pipe; thence N79° 49'56"W, 7.3204 feet

to a point on the West line of the John Powell DLC, from which an iron pipe bears S0 52'39"W, 141.03 feet, thence N0 57'32"E along said West line 577.57 feet to a point; thence N82 37'05"E, 567.81 feet to a point; thence along a curve to the right having a radius of 781.20 feet, the chord of which bears S82 01'10"E, 413.92 feet, a distance of 418.92 feet to a point; thence S66 39'25"E, 1322.27 feet to a point on the Westerly right of way line of said NE 122nd Boulevard; thence S28 29'35"W along said line 95.38 feet to the point of beginning.

PARCEL II:

The Northerly 25 feet of the following described tract of land, said 25 feet being measured South of and at right angles to the North boundary line of a tract of land conveyed to the City of Portland, recorded December 24, 1985, in Book 1873, Page 1748, more particularly described as follows:

A parcel of land in Sections 14 and 15 and 22, TIN, R2E, W.M., Multnomah County, Oregon.

Beginning at a point in the Westerly right of way line of NE 122nd Boulevard, County Road No. 3119, said point being opposite engineers's centerline station 20+97.13 and bears S89 37'09"E, 300.96 feet from the section corner common to Sections 14, 15, 22 and 23, TIN, R2E, W.M.; thence N 66 39'25"W, 959.84 feet to a point; thence S28 29'35"W parallel to the centerline of said NE 122nd Boulevard 699.75 feet to a point, from which the Northwest corner of the David Powell DLC bears N43 46'54"E, 355.51 feet, and an iron pipe bears S44 48'56"W, 96.68 feet; thence N60 48'05"W, 246.26 feet to an iron pipe; thence N79 49'56"W, 7.3204 feet to a point on the West line of the John Powell DLC, from which an iron pipe bears S0 52'39"W, 141.03 feet; thence N0 57'32"E along said West line 577.57 feet to a point; thence N82 37'05"E, 567.81 feet to a point, thence along a curve to the right having a radius of 781.20 feet, the chord of which bears S82 01'10"E, 413.92 feet, a distance of 418.92 feet to a point; thence S66 39'25"E, 1322.27 feet to a point on the Westerly right of way line of said NE 122nd Boulevard; thence S28 29'35"W along said line 95.38 feet to the point of beginning.

Excepting the West 401 feet thereof measured East at right angles to the West boundary line of a tract of land conveyed to the City of Portland, recorded December 24, 1985, in Book 1873, Page 1748.

PARCEL III:

All of Block 99 1/2, PARKROSE, in the City of Portland, County of Multnomah and State of Oregon.

EXHIBIT E

Certificate of Completion

On behalf of Multnomah County, I hereby certify in accordance with the Facilities Sublease between Multnomah County, and the State of Oregon which is dated _____, and relates to County Corrections Facilities which are being financed under Senate Bill 1145 (1995 Regular Session of the Oregon Legislature) and House Bill 3489 (1996 Special Session of the Oregon Legislature), that:

1. The County Corrections Project described in the Facilities Sublease has been completely acquired, constructed, delivered and installed in accordance with the Facilities Sublease and substantially in conformity with the specifications therefor which were approved by the Oregon Department of Corrections, and that all costs incurred by Multnomah County in connection therewith and all expenses incidental thereto have been determined and paid, or provision has been made for the payment therefor.

Dated this ____ day of _____ 19__.

Multnomah County

Authorized Officer

Meeting Date: **NOV 26 1996**
Agenda No. : R-5

(Above Space for Board Clerk's Use *ONLY*)

AGENDA PLACEMENT FORM

SUBJECT: Grant Notice of Intent

BOARD BRIEFING: Date Requested:
Amount of Time Needed:

REGULAR MEETING: Date Requested: November 26, 1996
Amount of Time Needed: 15 Minutes

DEPARTMENT: Community and Family Services **DIVISION:** N/A

CONTACT: Iris Bell **TELEPHONE:** Ext. 8256
BLDG/ROOM: #166/400

PERSON(S) MAKING PRESENTATION: Iris Bell and Lorenzo Poe

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

Request for approval of a Notice of Intent to submit a grant application to Meyer Memorial Trust in the amount of \$298,072 for a two year period. The purpose of the grant is to establish Hispanic Retention Programs at Roosevelt and Madison High Schools. The proposed project would be a partnership among the Portland Public Schools, Multnomah County and private non-profit organizations. All funding will be a pass through to the Contractor, except for 0.7% Indirect. Copies of the entire grant application are available in the Office of the Board Clerk.

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: _____

J. Lorenzo Poe Jr.

BOARD OF
COUNTY COMMISSIONERS
96 OCT 22 PM 12:31
MULTNOMAH COUNTY
OREGON

Any Questions? Call the Office of the Board Clerk at 248-3277 or 248-5222.

forms\apf.doc



MULTNOMAH COUNTY OREGON

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES
OFFICE OF THE DIRECTOR
421 SW SIXTH AVENUE, SUITE 700
PORTLAND, OREGON 97204
PHONE (503) 248-3691
FAX (503) 248-3379 TDD (503) 248-3598

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: Beverly Stein, Chair
Commissioner Dan Saltzman
Commissioner Gary Hansen
Commissioner Tanya Collier
Commissioner Sharron Kelley

FROM:  Lorenzo T. Poe, Jr.

DATE: October 14, 1996

SUBJECT: Grant Notice of Intent

I. BRIEF DESCRIPTION OF GRANT REQUIREMENTS AND GOALS:

The purpose of the grant is to establish Hispanic Retention Programs at Roosevelt and Madison High Schools. The proposed project would be a partnership among the Portland Public Schools, Multnomah County and private non-profit organizations to replicate and expand a successful, comprehensive school-based dropout prevention program addressing the needs of Hispanic youth and their families currently operating at Marshall High School.

The project will develop a seamless system of academic, employment and training, and family support services that will increase parent involvement in their children's education, reduce involvement in the juvenile and criminal justice systems, result in a measurable reduction of the dropout rate among Hispanic students, and increase their rates of enrollment in post-secondary education or employment at a livable wage after graduation from high school.

Specific, measurable project objectives include:

- High school and middle school dropout rates among Hispanic students will be reduced by 20%.

- 60% of Hispanics will improve GPA or maintain at least a 2.0 GPA.
- 80% of Hispanic Students will improve school attendance or maintain 80% attendance.
- 88% of seniors will graduate by the end of the academic year.
- 50% increase in number of parents who participate more than once in activities affecting their children's education.
- 50% increase in the number of hours of participation and contacts by Hispanic parents in activities affecting their children's education.
- 50% increase in parental involvement on advisory committees and school site councils.
- 50% increase in referrals, linkages and access by Hispanic youth and families to services provided through the Integrated Services Project at target high school.
- As measured through individual surveys, increased student self-esteem and perception that life is better and that there are greater opportunities available to them.

II. GRANTING AGENCY:

Meyer Memorial Trust

III. GRANT FUNDING:

The grant request is for \$298,072 over a two year period (\$149,036 per year). There is a \$159,966 in-kind match that is being made from the Portland Public School District and the contractor. There is no matching requirement by the County (indeed, no matching is actually required by anyone). All funding will be a pass through to the Contractor, except for 0.7% Indirect

IV. ESTIMATED FILING TIMELINES:

December, 1996

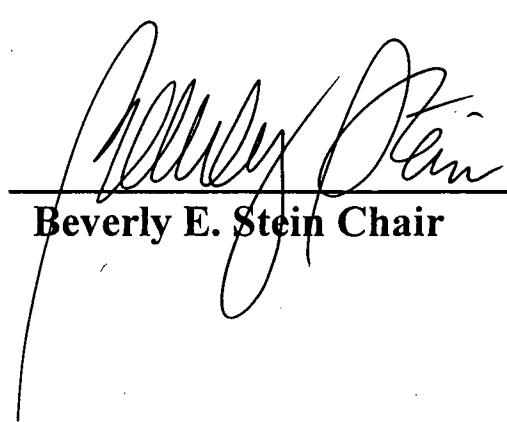
#####

LTP/mas

A Proposal:

**Proyecto Adelante
Hispanic Retention Programs at
Roosevelt and Madison High Schools**

Submitted by Multnomah County



Beverly E. Stein Chair

11/26/96

Date

Table of Contents

Proyecto Adelante, The Program	Page 1
Project Goals and Objectives	Page 13
Budget	Page 15
Independent Auditor's Report	Page 19

Proyecto Adelante¹

Hispanic Retention Programs at Roosevelt and Madison High Schools

The proposed project would be a partnership among the Portland Public Schools, Multnomah County and private nonprofit organizations to replicate and expand a successful, comprehensive school-based dropout prevention program addressing the needs of Hispanic youth and their families. The project will develop a seamless system of academic, employment and training, and family support services that will increase parent involvement in their children's education, reduce involvement in the juvenile and criminal justice systems, result in a measurable reduction of the dropout rate among Hispanic students, and increase their rates of enrollment in post-secondary education or employment at a livable wage after graduation from high school

Needs Statement, a Disturbing Trend:

The dropout rate for Hispanic youth is higher than any other ethnic or cultural group. This is true at the national level, it is true at the Oregon State level, and it is true at the local level in Multnomah County. In the June, 1995 Issue of *Hispanic*, Eunice Moscoso writes:

As the Hispanic high school dropout rate approaches 31 percent, parents, teachers, and community leaders are desperately seeking new ways to fight an uphill battle. According to the U.S. Department of Education's National Center for Dropout Statistics, the high school dropout rate among African Americans is 12.5 percent and among non-Hispanic, non-black students is 7.3 percent. Many of these children will end up in the juvenile justice system and eventually move on to adult correctional facilities. Traditional systems have obviously failed to deal with the situation. Fortunately, committed community leaders around the country are working on new and creative solutions to the Hispanic youth crisis, some are focusing on intervention, others on prevention.²

¹ "Proyecto Adelante" is the name currently being used by the Hispanic retention program in operation at Marshall High School. The reason for continuing the use of the name is because the proposed programs at Roosevelt and Madison High Schools are being patterned after the Marshall program and we believe that using a common name will add to the general public's knowledge of, and understanding of, the program.

² "Looking for Answers: Success Stories of Four Innovative Hispanic Youth-at-Risk Education and Prevention Programs," by Eunice Moscoso, *Hispanic*, June, 1995, p.47.

Dropout rates are calculated differently by many different agencies, reflecting different perspectives and may be misleading to readers. For example, if one looks at the "dropout rate" defined as, "dropped out in a single year without completing high school - grades 10 - 12," nationally the dropout rates for Hispanics and African Americans have dropped nearly in half between 1973 and 1993, from 10.0% to 5.4% and 10.1% to 5.4% respectively.³ When calculated this way one may well ask, "What's the big problem? It looks like everything is well under control." Indeed, when one reads dropout statistics locally in the paper, "dropout rate" is generally being used in this sense.

However, there is a more meaningful way to look at dropout rates which give us a more accurate picture of our population. In this sense, "dropout rate" is defined as: "Percent of the population who have not completed high school and are not enrolled, regardless of when they dropped out - ages 18 - 24." Based on this latter definition of "dropout rate," we get a more accurate view of our population and it is a rather different, and alarming, picture. Between the year 1973 and 1993, the dropout rate for the population as a whole was 15.7% and 12.7% respectively. For non-Hispanic whites the rates were 14.2% in 1973 and 12.2% in 1993; for African Americans it was 26.5% and 16.4%; and for Hispanics it was 38.9% and 32.7%. There are some things which stand out when one looks at the dropout rate from this perspective:

- Although there was some improvement in all three groups, Hispanic students consistently dropped out at about two and one half times the rate for whites and they have not been able to maintain the level of improvement that is apparent in comparison to African Americans.
- There may be relatively little correlation between the "single year" calculation of dropouts and the reality of the numbers of people living in the population that have dropped out of school.
- One third of the Hispanic population ages 18 - 34, nation wide, has dropped out of school.

Oregon ranks nineteenth in the country in Hispanic population and with the Hispanic population doubling each decade, it is crucial to address the problems facing Hispanic youth as they negotiate a world that is often foreign to them and their families. Oregon mirrors the alarming trend that is exhibited nationally. Table 1 illustrates the dropout rates in the State:

Table 1⁴

³ *Statistical Profile of the United States*, 1995. The dropout rate under that definition for white, non-Hispanic was 6.3% in '73 to 4.2% in '93.

High School Dropout Rates in Oregon

	1991-92	1992-93	1993-94	1994-95
White	5.2%	5.2%	6.0%	6.7%
Black	12.4	8.6	9.6	11.6
Hispanic	12.5	14.0	16.2	17.9
Asian American	3.9	3.7	5.2	5.6
American Indian	9.0	9.2	8.3	11.1

Although dropout rates in all racial/ethnic categories increased in 1994-95, Hispanic students continued to have the highest dropout rate, increasing 43 percent since 1991-92. Further, Hispanic criminal gang activity in Oregon more than doubled between December 1991 and October 1992⁵

In Multnomah County in 1990, approximately 34% of Hispanics age 25 or older had not graduated from high school, compared to 17% for the general county population. The Portland Public School District has documented a sharp increase in the dropout rate of Hispanics between 1985 and 1993. In 1985-86, the Hispanic dropout rate was 6.9%. In the 1992-93 school year, the rate tripled to 20.7%. In addition, the *suspension* rate for Hispanic high school students in 1992-93 was 11.3%, compared to a general suspension rate of 7.4%.

There are gaps in the school and social infrastructure which aggravate problems with Hispanic student retention in Portland schools. There are often barriers to parental involvement in the schools. Many, if not most, of the parents in the target schools are monolingual Spanish, creating a barrier and discomfort when trying to communicate with teachers or school officials. In addition, teachers are often not sensitive to the Hispanic culture, compounding the difficulty of the situation when parents attempt to interact with the school.

In a survey conducted by Oregon Council for Hispanic Advancement (OCHA) in the Winter of 1995, under a contract with the Portland Educational Network, 175 Hispanic students were interviewed by trained peer interviewers to identify barriers to their education. The most frequent answer was the inability to relate to teachers who "yell" at the students when there is a lack of comprehension or learning. This cultural barrier has tremendous impact on student retention and is commonly unrecognized by classroom teachers.

In the Hispanic culture there is a great respect and a sense of responsibility for the family. In spite of the fact that education is highly valued, older children will often leave school

⁴ *Dropout Rates in Oregon High Schools, 1994-1995*, Oregon Department of Education, March, 1996. Note: The dropout rate here is "dropped out in a single year." When one considers the 4 year rate the situation may be even worse.

⁵ Oregon State Police, State Youth Gang Strike Force, 1992.

to help support the family or to take care of the household and younger siblings so the parents can work. With existing language and cultural barriers, it is difficult to find ways to accommodate the needs of the family and the student.

Hispanic students often lack cultural pride and self-esteem. They are "aspirationally deprived" and don't have a sense of vision and accomplishment regarding the future. Further, education is often viewed as inaccessible. Hispanic students do not recognize or know about the options that may be open to them.

The Potential to Address the Needs:

Currently there are Hispanic student retention programs at Marshall High School, Reynolds and David Douglas High Schools. All three have shown a great deal of promise, however, the model at Marshall High School has demonstrated the best likelihood of success and will function as the paradigm for the proposed projects at Roosevelt and Madison.

Proyecto Adelante - A Program that Works

The approach taken by *Proyecto Adelante* at Marshall High School has shown some very positive indicators, suggesting that it would be a good model to adopt at Roosevelt and Madison High Schools. The following are highlights from the first year of operation at Marshall High School:

- 79 youth were served directly by the project.
- 100% of the students remained in school during the school year/
- 100% returned to school in the fall.
- 10 of the 11 seniors graduated at the end of the school year. One youth graduated over the summer. Where they are at now:
 - ⇒ 7 of the youth have entered employment; two at Intel where they are getting further education paid for by the company.
 - ⇒ One youth is attending college at WOSC.
 - ⇒ One youth entered the Marine Corps.
 - ⇒ One youth is enrolled in vocational education, training to become a court reporter.
- 39 youth maintained at least a 2.0 GPA.
- The dropout rate in 93-94 was 19.7%. In 94-95, after the first year of program operation, the dropout rate was 13.4%; a decrease of 32%.

These numbers are positive and show promise for the future. However, the numbers also have faces. The following are some samples of those "faces."

Marta:

Marta was a Senior in 94-95. She had dropped out of school as a freshman and again as a sophomore. She was determined to graduate with her class (94-95), however, to do so, she would have to earn 11 credits during her "senior" year.⁶ Marta Struggled, taking 8 classes during the day, a night class at Benson, an independent study, and earning credit for her part time job at *Target*. The project provided Marta with support, assistance in completing financial aid forms, and college applications. Marta served as the president of the Hispanic Student Group and sat on the Site Council at Marshall. Her teachers and the school counselors were dubious of her chances of success. However, the project continued to support her and she did graduate with her class, completing half of her required credits in one year. Marta is currently in her second term at Portland Community College and is receiving financial aid. She had a 3.5 GPA during her first quarter. She hopes one day to be a judge.

Daniel ("a work in progress"):

Daniel came to the project as a freshman last year (94/95). He had been involved in gang activity and was very much a "follower." Daniel was constantly skipping classes and had been suspended a number of times. He always "acted out" to get attention. He was even caught trying to crawl out of the window in the middle of the night when the project took the students on their annual retreat. He didn't earn any credits during his freshman year and was withdrawn from school for non-attendance. He went to California for the summer and immediately got into more trouble. He was put on probation for 6 months through the juvenile courts. He went to school in California for the first semester of this year, but failed to succeed there either.

When he returned to Portland in January of this year he came to *Proyecto Adelante* and expressed his desire to return to Marshall. We sat down and talked with him and let him know that his performance during 94-95 had been unacceptable. We told him that we were willing to give him one more chance, but that he had to sign a contract with us which outlined our expectations of him. Needless to say, we were all very skeptical.

He started attending classes and also began to do his homework. Teachers began to approach us with positive comments about Daniel and wondering what we had "done" to him. Daniel came into the project office during the evenings to use the computer to do his homework. He has been doing extra credit and has not been skipping classes. His GPA this last grading period was a 3.14 and his name

⁶ A student must have 22 credits to graduate. The normal class load carried by students during the year is 6 to 7 credits.

appeared on our honor roll. This will be the first semester that he has earned any credits. Daniel has not been involved in any disciplinary action thus far. The staff are excited to see the change in Daniel and hope to see it continue.

Vanessa:

Vanessa has just completed her freshman year at Marshall. Vanessa has always been a bright, outgoing young lady, but she has also faced some challenges. Her home environment is less than ideal. Her older brother is involved in gangs and his buddies are often hanging around their house. This is not a good environment for her. Right from the beginning we knew that Vanessa would be successful in school, but she needed to be kept busy. We recommended that she enroll in the Oregon Leadership Institute. Vanessa also joined the Ballet Folklórico dance group at Marshall and was practicing with the group four hours per week. During the school year, Vanessa began having some arguments with her mother. In the middle of the year her mother called us frantically to let us know that Vanessa had run away from home. She had stopped coming to school. We talked to her friends and eventually found out where she was staying with her boyfriend. She was not planning on going home. We contacted her and talked with her about returning home and returning to school. Over the next few days, we acted as mediator between Vanessa and her mother until they agreed to meet together and work out their differences. Vanessa returned home and returned to school as well. Vanessa took advantage of bilingual tutoring offered after school and raised her GPA from 1.71 to a 2.86. She also participated in an eight week support group for Hispanic female students facilitated by a counselor at the Morrison Center. This June, Vanessa graduated from the Oregon Leadership Institute. Vanessa has three more years to go to complete her goal of graduating from high school, but she has demonstrated her resiliency and motivation to succeed.

Ricardo:

Ricardo was a freshman at Marshall during the 94-95 school year. Ricky was always enthusiastic and involved in program activities. He attended retreats, conferences, and student meetings. An intelligent and curious young man, Ricky's problem was his attendance. He frequently showed up to school late or not at all. When he was in class he got bored easily, preferring to read one of his 500+ page tomes on computers or science. He developed a pattern of starting out the semester well yet attending less and less until his attendance was so poor that it was impossible for him to pass his classes. Then he would stop attending altogether, preferring to stay at home and read. He was withdrawn from school. The next semester he started all over and repeated the same sequence of events.

We didn't want to lose contact with Ricky and we knew that he was extremely interested in computers, so we encouraged him to enroll in Ocher's summer computer program, *Proyecto Connection*. He successfully completed the program

the summer after his freshman year, earning his first high school credit and a computer.

Ricky started his sophomore year in the fall of 1995 and began to repeat the same pattern that he had exhibited the year before. His attendance problem was exacerbated by the fact that his parents continually made excuses for his absences rather than working with us to try and change the behaviors. We sat down with him to discuss options. It was clear that the traditional public education system wasn't for him. We talked about alternative schools, but realized that as long as his parents were excusing his truancy, his attendance pattern would not improve. We began to look at other options, such as the Job Corps. Ricky seemed to be excited about this alternative and he enrolled. He is currently studying and living at a Job Corps site in Washington state. He has completed his first year in the program and has an additional year to go to complete his GED and special classes in business and auto mechanics. He will then go on to take advanced courses in automotive mechanics and business and will finish the program with an associates degree.

We continue to keep in close contact with Ricky. His ongoing success in the future and in the Job Corps is very important to us. We maintain frequent phone contact with his mother and Ricky comes to visit us during his breaks in the program.

The Selection of Roosevelt and Madison - Schools that Show a Need and a Potential

Roosevelt and Madison High Schools have the highest and second highest Hispanic student populations in the Portland Public School District with 116 and 85 Hispanic students respectively. Their feeder schools also have significant Hispanic student populations as well, suggesting that the trend for the future will be consistent. Based on population alone, logic would suggest these two schools should be chosen.

However, a number of other factors came into play as well. Roosevelt and Madison have rather different sets of needs, strengths and weaknesses. Their circumstances differ in a number of aspects and the approach at each school will need to be tailored to suit each school's individual circumstances. However, there are a number of similarities as well.

- The administrations at each school have expressed a great deal of *interest* in the concept of having an Hispanic student retention program in their schools.
- The administrations at each school have shown a *willingness* to cooperate in taking new and innovative steps. For example, they are willing to provide credit for special courses provided through the project. They are also willing to integrate the project staff into the full operations of the school - i.e., to consider the project staff as an integral part of the school staff.

- The schools have already initiated steps to try and address the needs of Hispanic Students and their families.
- A significant number of the Hispanic students and their families have ready access to support services and community networking within the school areas (through the Family Resource Center at Roosevelt and *Villa de Clara Vista* in the Madison area).
- A number of Hispanic students at each school have already participated in various activities and early stage efforts indicating their interest in participating in the programs - i.e., groundwork for student interest and participation has already been laid at each of the schools.

Roosevelt High School, a brief sketch:

Roosevelt High School has perhaps the most evenly diverse student populations in the Portland School district. There are significant numbers of students from many major ethnic and cultural groups. The school has moved from the position of being stereotyped as a poor school with rather little going on to being a leader in innovative programs. Roosevelt was the first school in the District to house a Teen Health Clinic on site. It also houses the Roosevelt Community Family Resource Center (RCFRC), bringing together families, school, county and state social services, again, on site. Finally, Roosevelt received a grant to operate its Roosevelt Renaissance 2000 project, an innovative school-to-work program.

The RCFRC provides access to a wide array of services and service organizations. They connect people with sources for housing, emergency aid, food and clothing, parent support, legal issues, employment family safety and transportation. They have developed a Resource Team that is available on Tuesdays from 1:30 - 3:00 p.m. so that people may make direct connections with agencies for:

- Employment
- St. Johns YWCA - Housing Specialist
- Adult and Family Services
- Community Health Nurse
- Mental Health
- Services for Children and Families
- Disabilities Services
- Developmental Disabilities
- North Portland Youth & Family Center
- School Based Health Centers
- Juvenile Justice
- Providence Neighborhood Health Center

Partnerships with Portland State University and the University of Portland have provided 4 M.S.W. students and 2 work study students respectively. A number of projects have

been developed at the RCFRC as a result of the University students. The projects focus on outreach, prevention and intervention. The following are services that have been provided:

- Services to youth and families at one middle school.
- *Services to Latino families and students (bilingual staff).*
- Identified 25 "at risk" Roosevelt High School students and worked with the school administration to develop the FRC Ambassador program (implemented in January, 1996).
- Co-facilitated a group of 16 "at risk" young women.
- Coordinated the Adopt-a-Family program.
- Identified 15 "at risk" youth to participate in a Youth Employment Program. Implemented this program as a project that was developed by the University of Portland with grant from METRO and Metropolitan Family Services with a grant from the Irwin Foundation.

Madison High School, a brief sketch:

Madison High School has been involved in laying some of the ground work which would lead to a likelihood of success for the proposed Hispanic retention program. Celedonio (Sonny) Montes, Jr., the Hispanic Resource Specialist for Portland Public Schools, and one of the key people involved in the current *Proyecto Adelante* project at Marshall High School, has been working with the students and administration at Madison High School two days a week during the past year. During the coming year he will devote his time to working with the projects at Roosevelt and Madison to enhance their chances of success.

A large number of the Hispanic students and their families live in *Villa de Clara Vista* a revitalized community in the Culley Boulevard and NE Killingsworth area. Hacienda Community Development Corporation (Hacienda CDC) developed the *Villa de Clara Vista* from the four contiguous properties located at this intersection into a common nonprofit ownership environment with safe, clean, affordable housing for low and moderate income Hispanic families and others.

Villa de Clara Vista is much more than a housing complex. It is a community with the infrastructure to develop and provide resources to meet the needs of its resident populations. Some of the services available include:

- Management office.
- Community policing office.
- Multnomah County/Oregon State University Extension offices and teaching kitchen.
- Classroom for use by OSU extension, Portland community College, health education, ESL classes, group meetings, etc.
- Child care/day care.

- La Clinica de Buena Salud, a primary care health clinic, Multnomah County Health Department.
- Office and meeting space for agencies providing job search assistance, and referral for drug and alcohol counseling,
- Family Service Center.
- Meeting space for neighborhood and community groups.

In addition to the infrastructure and services available to the students and their families through *Villa de Clara Vista*, there is a well organized Hispanic parent network which can be further developed in relation to the proposed *Proyecto Adelante* at Madison High School.

In a word, a preliminary foundation has already been laid at both Roosevelt and Madison High Schools, in terms of commitment, and efforts currently under way to begin addressing issues of importance to Hispanic students and their families. The chances for a program such as *Proyecto Adelante* to be successful in such circumstances are excellent.

Approach:

Proyecto Adelante will directly serve 90-95% of the 116 high school students in Roosevelt and 85 students in Madison High School. This age group is facing the most immediate risks for school dropout, gang involvement and violence. High school students are also beginning to consider what their lives will be like after high school. Students who see a bleak picture of unemployment or underemployment are more likely to succumb to risk factors.

Interventions at this age have immediate payoffs for program participants. They receive assistance and advocacy that increases school attendance; they are exposed to career choices and possibilities for further education that were once considered inaccessible due to cultural and economic barriers; and they make contact with business and personal mentors that can guide them through life choices and provide additional access to the institutions that can help them succeed.

The program reaches the entire family and also has an impact on younger siblings who view the high school student as a role model. *Proyecto Adelante* will also provide outreach services to the middle schools that are feeders to the target high schools, creating an access point to the program for students who will soon be entering high school.

Participants will receive services during the four years that they are in high school. *Proyecto Adelante* and the Oregon Leadership Institute will be conducted during the entire school year. For those who participate in the High Technology Summer Institute, there will be an additional summer of participation.

Two key positions involved in the project are the **Youth and Family Advocate** and the **Program Director**:

Youth and Family Advocate

- Makes home visits. The chief connection between the home, the student and the school.
- Case management. It should be noted here that when we talk about case management, we are talking about the capacity to provide intensive case management to about 10 - 15 students at any one time. many of the others will receive case management services, but not on such an intense level. Therefore, when we talk about 50 - 60 kids getting case management services, we are talking, for the most part about shorter term kinds of services - say a week or two. One might call this "targeted" case management.
- Linkages. Would serve as the primary link between students, parents, schools, businesses and others.
- Mediator. The person would provide mediation services between students & teachers, students and students, teachers and teachers, family and school, etc. An example might be to intervene in and advocate for a student involved in a disciplinary action (also to assume some responsibility for making sure the student follows through with appropriate actions and behavior).
- Will play a supportive role in the cross cultural training, but will not be the main player. A consultant will be hire to deal with the actual training.
- Performs initial assessment of students. Works with student to develop the "Self-Sufficiency Plan."
- Organize student/staff/parent meetings. Provide support in other student activities.

Program Director

- Planning annual and overall activities. Scheduling annual activities.
- Parent meetings, at least every other month.
- Budgeting and contract management.
- The Director position is very "hands on" and participates in the student activities performing many similar functions to the Youth and Family Advocate other than case management.
- Does not do case management.
- Support for youth and family advocate.
- Coordinate pre-employment training.
- Coordinates the cross-cultural training.
- Represents the program in the community and in public meetings, etc.

The parents will also play an important "staff" role in relation to the projects as well:

An important role for parents

- The high school parents will be assigned the role of being a linkage with the parents of the feeder schools. They will be responsible for including the feeder school parents in the program activities... sort of bringing them along and preparing them for participating in the program in the future.

Continuum of Services:

Each student will be assessed by the project Youth and Family Advocates located at that school (in cooperation with other appropriate school staff) to collect data on their educational, social, and economic strengths and deficits, and to identify potential barriers to academic success and future employability. A coordinated system for tracking students and families will be developed.

A Self-Sufficiency Plan will be developed for each participating student, to include specific action steps designed to meet the participant's personal short-term and long-term goals. This plan will be reviewed regularly by the Youth and Family Advocate with each student and their family members. The individual plan will address specific student/families interests and needs. Some students and families will obviously require more extensive assistance than others; the number and types of services and resources required will also vary widely. A team approach facilitated by the Youth and Family Advocate will avoid service gaps or duplication.

The key staff to ensure a continuum of services will be the bilingual/bicultural Youth and Family Advocates, who will serve as a link between the Hispanic students/families and the Roosevelt and Madison High Schools, suppliers of services both on and off campus (Roosevelt has an Integrated Family Service Center), and will coordinate a team oriented case management approach in collaboration with relevant high school, district and project staff.

The key elements in the project will be:

- Case management and family advocacy.
- Support Services.
- A variety of activities focused on cultural pride and promotion of cross-cultural understanding.
- After school tutoring.
- Academic enrichment/employment training classes.
- Oregon Leadership Institute.
- High Technology Institute (during the summer)
- Ongoing cultural enrichment and education.
- Family participation activities and activities designed to involve the parents in their children's education (e.g., membership on each school's Site Councils).
- Linkages to feeder schools.

Project Goals and Objectives

Measurable Outcomes

Project Goals and Objectives:

The goals of the Project are broad based and will address multiple aspects of student retention, including the following:

- Promoting positive school-family partnerships: Hispanic Family Advocates will meet the academic, social, and cultural needs of Hispanic students; help develop and monitor individual plans for academic and attendance goals; visit students' homes and conduct parent involvement activities' promote cross-cultural understanding; strengthen linkages between the high schools and feeder middle schools (including formation of Hispanic parent advisory committees); recruit Hispanic mentors and tutors; and work cooperatively with district and community-based personnel to meet the needs of students and their families.
- Improving Hispanic student attendance and behavior: Family Advocates will regularly track attendance and behavior of Hispanic students; contact families to share information about student progress, needs, concerns, etc.; serve as a positive role model for Hispanic students; and support a coordinated, team-oriented approach to meeting the needs of Hispanic students and families. (Family Advocates require bilingual/bicultural competency.)
- Training for high school teachers concerning Hispanic culture and how to work more effectively with Hispanic students. (Middle school principals and other interested staff will be invited to these training sessions.)
- Increasing the skills of the parents of Hispanic Students through GED preparation, English as a Second Language (ESL), and other avenues based identified needs and interests.
- Increasing student knowledge of Hispanic culture through attendance at Hispanic cultural activities. Field trips will be arranged to community conferences and events, and will include the involvement of community-based Latino performing arts groups in cultural activities at the school.
- Increasing cross-cultural understanding between Hispanics and other students through peer-to-peer activities linking Latino students with other student groups.
- Increasing academic performance by providing after school tutoring three days per week.
- Providing successful role models by assigning mentors to work with Hispanic students.
- Providing academic enrichment and pre-employment training through two bilingual, credit classes to be held during the year.
- Providing specific employment training through a summer High Technology Institute for participants who express interest in this primary Oregon industry.

Specific, Measurable project objectives include:

- High school and middle school dropout rates among Hispanic students will be reduced by 20%.
- 60% of Hispanics will improve GPA or maintain at least a 2.0 GPA.
- 80% of Hispanic Students will improve school attendance or maintain 80% attendance.
- 88% of seniors will graduate by the end of the academic year.
- 50% Increase in number of parents who participate more than once in activities affecting their children's education.
- 50% increase in the number of hours of participation and contacts by Hispanic parents in activities affecting their children's education.
- 50% increase in parental involvement on advisory committees and school site councils.
- 50% increase in referrals, linkages and access by Hispanic youth and families to services provided through the Integrated Services Project at target high school.
- As measured through individual surveys, increased student self-esteem and perception that life is better and that there are greater opportunities available to them.

Long term indicators of success will include, but not be limited to:

- Graduation: 90% of program participants will graduate from high school.
- College attendance: College attendance (four year, community college, or technical school) will equal 80% of the attendance rates of the overall student population.
- Increased employability: 20% of program participants will complete a specialized career track offered by OLI; 80% of participants will complete two school to work activities.
- Decreased involvement in the criminal/juvenile justice system: There will be a 50% reduction in involvement in the juvenile and criminal justice system by Hispanic students participating in the retention project.

Project Budget

Budget Summary: Combined Project, Two Years

Projects	Project Request	In Kind	Total Project
Salaries and Fringe Benefits:			
Roosevelt High School	\$ 120,574	\$ 61,640	\$ 182,214
Madison High School	120,574	58,726	179,300
Operating Costs:			
Roosevelt High School	24,426	19,800	47,226
Madison High School	24,426	19,800	47,226
Multnomah County Indirect	2,072		
Total Requested from Meyer Memorial Trust:	\$ 298,072		
Total In Kind:		\$ 159,966	
Total Project for 2 Years:			\$458,038

Summary: Combined Project, One Year

Projects	Project Request	In Kind	Total Project
Salaries and Fringe Benefits:			
Roosevelt High School	\$ 60,287	\$ 30,820	\$ 91,107
Madison High School	60,287	29,363	89,650
Operating Costs:			
Roosevelt High School	13,713	9,900	23,613
Madison High School	13,713	9,900	23,613
Multnomah County Indirect	1,036		
Amount Requested from Meyer Memorial Trust for First Year:	\$ 149,036		
Total In Kind for First Year:		\$ 79,983	
Total Project for 1 Year:			\$ 229,019

Detail: Madison High School (One Year⁷)

	Project Request	In Kind	Total Project
0.5 FTE Program Director	\$ 17,000		\$ 17,000
1.0 FTE Youth and family Advocates	25,000		25,000
Curriculum Specialist @ \$16 pr. hr x 140 hrs.	1,120		1,120
Latinos Class @ \$20 hr x 8 hr/wk x 18 wks	2,880		2,880
0.1 FTE Administrative Asst @\$18,705	1,871		1,871
0.05 Executive Director	1,871		1,871
School Principal 15 hrs at \$36.75 hr.		551	551
Vice Principal 45 hrs @ \$38.85 hr.		1,748	1,748
Integration Spec. 45 hrs. @ \$30.00 hr.		1,350	1,350
ESL Liaison Tch. 20 hrs. @ \$30.00 hr.		600	600
ESL Hispanic Aide 60 hrs @ \$12.00 hr		720	720
0.5 Bilingual Resource Spec		19,500	19,500
Total Salaries	49,742	24,469	74,211
Fringe benefits	10,545	4,894	15,439
Total Salaries plus Fringe benefits	60,287	29,363	89,650
Occupancy	1,778	7,000	8,178
Emergency Support Services	1,500		1,500
Supplies	1,000	100	1,100
Postage	500		500
Printing/Duplication	550		550
Phones/Voice-mail for 3 people	1,300		1,300
Travel @ \$.25 mi.	500	300	800
Cultural Activities	1,800		1,800
Bus/Van Rental	800		800
In Service Training/Cultural Awareness	500		500
Support Group		1,000	1,000
Young Women's Support Group	800		800
Balet Folklorico	1,000	1,000	2,000
Career Fair Tuition		500	500
Incentives	800		800
Educational Materials	400		400
Equip. Rental, Bookkeeping, Audit, Insurance	1,085		1,085
Total Operating Costs	13,713	9,900	23,613
Multnomah County Indirect	518		518
Total Budget Request	\$ 74,518	39,263	113,781

⁷The budget detailed here is for one year only. During the second year the "In Kind" may be slightly higher. The amount requested from Meyer Memorial Trust will remain constant.

Budget Detail: Roosevelt High School (One Year⁸)

	Project Request	In Kind	Total Project
0.5 FTE Program Director	\$ 17,000		\$ 17,000
1.0 FTE Youth and family Advocates	25,000		25,000
Curriculum Specialist @ \$16 pr. hr x 140 hrs.	1,120		1,120
Latinos Class @ \$20 hr x 8 hr/wk x 18 wks	2,880		2,880
0.1 FTE Administrative Asst @\$18,705	1,871		1,871
0.05 Executive Director	1,871		1,871
School Principal 15 hrs at \$39.49 hr.		592	592
Vice Principal 45 hrs @ \$37.31 hr.		1,679	1,679
Integration Spec. 45 hrs. @ \$19.66 hr.		885	885
ESL Liaison Tch. 20 hrs. @ \$27.38 hr.		548	548
ESL Hispanic Aide 60 hrs @ \$9.78 hr		587	587
0.5 Bilingual Resource Spec		19,500	19,500
Attendance Coord. 45 hrs @ \$25.09 hr.		1,129	1,129
Attendance Monit. 60 hrs @ \$13.47 hr.		808	808
Total Salaries	49,742	25,728	75,470
Fringe benefits	10,545	5,092	15,637
Total Salaries plus Fringe benefits	60,287	30,820	91,107
Occupancy	1,778	7,000	8,178
Emergency Support Services	1,500		1,500
Supplies	1,000	100	1,100
Postage	500		500
Printing/Duplication	550		550
Phones/Voice-mail for 3 people	1,300		1,300
Travel @ \$.25 mi.	500	300	800
Cultural Activities	1,800		1,800
Bus/Van Rental	800		800
In Service Training/Cultural Awareness	500		500
Support Group		1,000	1,000
Young Women's Support Group	800		800
Balet Folklorico	1,000	1,000	2,000
Career Fair Tuition		500	500
Incentives	800		800
Educational Materials	400		400
Equip. Rental, Bookkeeping, Audit, Insurance	1,085		1,085
Total Operating Costs	13,713	9,900	23,613
Multnomah County Indirect	518		518
Total Budget Request	\$ 74,518	\$ 40,720	\$ 115,238

⁸The budget detailed here is for one year only. During the second year the "In Kind" may be slightly higher. The amount requested from Meyer Memorial Trust will remain constant

Independent Auditor's Report

MULTNOMAH COUNTY, OREGON

Independent Auditors' Reports in Accordance
with the Single Audit Act of 1984

June 30, 1995

MULTNOMAH COUNTY, OREGON

Table of Contents

	<u>Page(s)</u>
Independent Auditors' Report on the Schedule of Federal Financial Assistance	1
Schedule of Federal Financial Assistance	2 - 5
Notes to Schedule of Federal Financial Assistance	6
Independent Auditors' Report on Compliance Based on an Audit of the General Purpose Financial Statements Performed in Accordance with Government Auditing Standards	7
Independent Auditors' Report on Compliance with General Requirements Applicable to Federal Financial Assistance Programs	8 - 9
Independent Auditors' Report on Compliance with Specific Requirements Applicable to Major Federal Financial Assistance Programs	10 - 13
Schedule of Findings and Questioned Costs for the Year Ended June 30, 1995	14 - 17
Update of the Schedule of Findings and Questioned Costs for the Year Ended June 30, 1994 Relating to Programs Audited for the Year Ended June 30, 1995	18 - 22
Independent Auditors' Report on the Internal Control Structure Based on an Audit of the General Purpose Financial Statements Performed in Accordance with Government Auditing Standards	23 - 24
Independent Auditors' Report on the Internal Control Structure Used in Administering Federal Financial Assistance Programs	25 - 28

Suite 2000
1211 South West Fifth Avenue
Portland, OR 97204

Independent Auditors' Report on the
Schedule of Federal Financial Assistance

The Board of Commissioners
Multnomah County, Oregon
Portland, Oregon

We have audited the general purpose financial statements of Multnomah County, Oregon (the County), as of and for the year ended June 30, 1995, and have issued our report thereon dated December 8, 1995. These general purpose financial statements are the responsibility of the management of the County. Our responsibility is to express an opinion on these general purpose financial statements based on our audit.

We conducted our audit in accordance with generally accepted auditing standards and Government Auditing Standards (1994 Revision) issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the general purpose financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the general purpose financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

Our audit was made for the purpose of forming an opinion on the general purpose financial statements of the County, taken as a whole. The accompanying Schedule of Federal Financial Assistance is presented for purposes of additional analysis and is not a required part of the general purpose financial statements. The information in that Schedule has been subjected to the auditing procedures applied in the audit of the general purpose financial statements and, in our opinion, is fairly presented in all material respects in relation to the general purpose financial statements taken as a whole.

KPMG Peat Marwick LLP

December 8, 1995

MULTNOMAH COUNTY, OREGON

Schedule of Federal Financial Assistance

For the year ended June 30, 1995

Grantor and program title	Federal CFDA Number	Program Award Amount	Receivable (Advance) at July 1 1994	Receipts	Expenditures	Receivable (Advance) at June 30 1995
<u>U.S. Department of Agriculture</u>						
Passed through State Department of Human Resources:						
Food Distribution	10.550	\$ 415,290	-	415,290	415,290	-
National School Lunch Program	10.555	94,269	7,453	93,176	94,269	8,546
Special Supplemental Food Program for Women, Infants, and Children	10.557 *	1,728,858	3,703	1,723,206	1,727,503	8,000
State Administrative Matching Grants for Food Stamp Program	10.561	<u>167,919</u>	<u>23,759</u>	<u>154,095</u>	<u>167,919</u>	<u>37,583</u>
Total Department of Agriculture		<u>2,406,336</u>	<u>34,915</u>	<u>2,385,767</u>	<u>2,404,981</u>	<u>54,129</u>
<u>U.S. Department of Health and Human Resources</u>						
Direct Programs:						
Special Programs for the Aging - Title IV Training, Research, and Discretionary Projects and Programs	93.048	99,940	8,780	63,880	81,658	26,558
Linking Community - Based Primary Care, Substance Abuse, HIV/AIDS and Mental Health Treatment Services	93.109	1,122,000	68,428	414,775	388,976	42,629
Maternal and Child Health Federal Consolidated Programs (SPRANS)	93.110	641,555	55,809	307,967	284,076	31,918
Acquired Immunodeficiency Syndrome (AIDS) Activity	93.118	1,410,130	109,210	695,444	660,608	74,374
Project Grants for Health Services to the Homeless	93.151	1,900,997	228,213	903,601	838,753	163,365
Community Health Centers	93.224 *	6,044,404	455,367	2,784,504	2,847,797	518,660
Community Services Block Grant - Discretionary Awards - Demonstration Partnerships	93.573	209,774	51,090	166,358	115,268	-
Family Support Center and Gateway Demonstration Program	93.578	489,193	93,187	93,187	289,889	289,889
Medicare - Supplementary Medical Insurance	93.774	210,171	30,326	227,455	210,170	13,041
HIV Emergency Relief Formula Grants	93.915	986,510	-	-	392,005	392,005
Grants to Provide Outpatient Early Intervention Services with Respect to HIV Disease	93.918	1,000,000	88,832	736,398	545,522	(102,044)
Special Projects of National Significance	93.928	242,117	-	40,587	60,883	20,296
Passed through Oregon Health Sciences University: Community Services Block Grant Discretionary Awards - Demonstration Partnerships	93.573	71,076	-	71,076	71,076	-
Passed through State Department of Human Resources:						
Special Programs for the Aging - Title VII, Chapter 3 Program for Prevention of Elder Abuse, Neglect and Exploitation of Older Individuals	93.041	20,595	6,775	12,807	5,887	(145)
Special Programs for the Aging - Title III, Part F - Disease Prevention and Health	93.043	89,753	59,040	70,276	1,234	(10,002)
Promotion Services	93.044	823,067	176,534	755,328	648,234	69,440
Special Programs for the Aging - Title III, Part B - Grants for Supportive Services and Senior Centers	93.045	927,559	(99,847)	933,115	874,764	(158,198)
Special Programs for the Aging - Title III, Part C - Nutrition Services	93.046	53,031	(6,007)	-	1,778	(4,229)
Special Program for the Aging - Title III, Part D - In Home Services for the Frail Older Individuals	93.116	98,700	9,069	99,544	98,700	8,225
Project Grants and Cooperative Agreements for Tuberculosis Control Programs	93.118	<u>502,197</u>	<u>56,054</u>	<u>462,558</u>	<u>498,837</u>	<u>92,333</u>
Acquired Immunodeficiency Syndrome (AIDS) Activity						
Balances carried forward		16,942,769	1,390,860	8,838,860	8,916,115	1,468,115

(Continued)

MULTNOMAH COUNTY, OREGON

Schedule of Federal Financial Assistance, Continued

<u>Grantor and program title</u>	<u>Federal CFDA Number</u>	<u>Program Award Amount</u>	<u>Receivable (Advance) at July 1 1994</u>	<u>Receipts</u>	<u>Expenditures</u>	<u>Receivable (Advance) at June 30 1995</u>
Balance brought forward		16,942,769	1,390,860	8,838,860	8,916,115	1,468,115
Mental Health Planning and Demonstration Projects	93.125	452,925	-	452,925	452,925	-
Projects for Assistance in Transition From Homelessness (PATH)	93.150	206,250	-	206,250	206,250	-
Demonstration Grants on Model Projects for Pregnant and Postpartum Women and their Infants (Substance Abuse)	93.169	143,424	26,144	168,096	141,952	-
Cooperative Agreements for Drug Abuse Treatment Improvement Projects in Target Cities	93.196	939,454	-	939,454	939,454	-
Childhood Lead Poisoning Prevention Projects - State and Community - Based Childhood Lead Poisoning Prevention and Surveillance of Blood Lead Levels in Children (CLPPP)	93.197	149,470	31,470	144,223	133,938	21,185
Family Planning - Services (Umbrella Council)	93.217	118,667	-	117,084	118,667	1,583
Mental Health Research Grants	93.242	36,850	-	36,850	36,850	-
Emergency Protection Grants - Substance Abuse	93.554	205,373	23,497	74,213	50,716	-
Child Support Enforcement	93.563	1,047,546	263,506	1,015,099	1,047,546	295,953
State Legalization Impact Assistance Grants (SLIAG)	93.565	117,538	(91,847)	117,546	117,538	(91,847)
Refugee and Entrant Assistance - State Administered Programs	93.566	1,343,731	74,074	563,546	575,680	86,208
Low-Income Home Energy Assistance	93.568 *	6,658,510	423,935	2,896,127	2,818,340	346,148
Community Services Block Grant	93.569	905,714	32,784	579,642	704,411	157,553
Childcare and Development Block Grant	93.575	4,469,469	83,232	196,600	225,031	111,663
Medical Assistance Program (Medicaid; Title XIX)	93.778 *	9,825,665	697,136	9,254,945	9,825,665	1,267,856
HIV Care Formula Grants	93.917	461,127	91,816	512,237	461,127	40,706
Cooperative Agreements for State - Based Comprehensive Breast & Cervical Cancer Early Detection Programs	93.919	283,229	-	75,320	18,357	(56,963)
Human Immunodeficiency Virus (HIV)/Acquired Immunodeficiency Virus Syndrome (AIDS) Surveillance	93.944	39,712	-	30,576	34,937	4,361
HIV/AIDS (Community Outreach)	93.949	403,691	-	403,691	403,691	-
Block Grants for Community Mental Health Services	93.958 *	5,918,906	-	5,918,906	5,918,906	-
Prevention and Treatment of Substance Abuse (SAPT)	93.959 *	4,541,416	-	4,541,416	4,541,416	-
Preventive Health Services - Sexually Transmitted Diseases Control Grants	93.977	109,741	(9,869)	89,680	109,741	10,192
Health Programs for Refugees	93.987	45,051	4,106	45,258	45,051	3,899
Preventive Health and Health Services Block Grant (PHHS)	93.991	243,093	19,868	242,695	243,093	20,266
Maternal and Child Health Services Block Grant	93.994	1,310,022	65,111	1,188,700	1,221,589	98,000
Passed through National Institute on Drug Abuse: Drug Abuse Research Programs	93.279	1,630,732	(108,004)	477,186	667,908	82,718
Passed through City of Portland: Community Partnership Study Demonstration Grant	93.194	478,173	179,037	445,999	434,238	167,276
Passed through University of Minnesota: Drug Abuse Research Programs	93.279	<u>133,253</u>	<u>37,614</u>	<u>40,872</u>	<u>83,107</u>	<u>79,849</u>
Total Department of Health and Human Services		<u>59,161,501</u>	<u>3,234,470</u>	<u>39,613,988</u>	<u>40,494,239</u>	<u>4,114,721</u>

(Continued)

MULTNOMAH COUNTY, OREGON
Schedule of Federal Financial Assistance, Continued

Grantor and program title	Federal CFDA Number	Program Award Amount	Receivable (Advance) at July 1 1994	Receipts	Expenditures	Receivable (Advance) at June 30 1995
<u>U.S. Department of Housing and Urban Development</u>						
Direct Programs:						
Community Development Block Grants/ Entitlement Grants	14.218 *	2,045,213	213,974	621,779	889,466	481,661
Supplemental Assistance for Facilities to Assist the Homeless (SAFAH)	14.236	506,229	67,129	312,566	270,535	25,098
Passed through State Department of Human Services:						
Supportive Housing Program	14.235	183,600	-	183,600	183,600	-
Passed through State Executive Department:						
Emergency Shelter Grants Program (ESG)	14.231	730,275	124,550	596,114	502,675	31,111
Passed through City of Portland:						
Bureau of Community Development:						
Community Development Block Grants/ Entitlement Grants	14.218 *	1,035,418	43,257	350,214	964,445	657,488
Emergency Shelter Grants Program (ESG)	14.231	199,580	19,118	19,118	199,580	199,580
Passed through Housing Authority of Portland:						
Public and Indian Housing:						
Comprehensive Improvement Assistance Program	14.852	282,980	65,092	338,785	273,693	-
Total Department of Housing and Urban Development		4,983,295	533,120	2,422,176	3,283,994	1,394,938
<u>U.S. Department of Justice</u>						
Direct Programs:						
Law Enforcement Assistance - Narcotics and Dangerous Drugs - Lab Analysis	16.001	-	(14,378)	-	-	(14,378)
Drug Control and System Improvement - Formula Grant (Anti-Drug Act of 1988)	16.579	625,863	159,916	660,339	622,566	122,143
Drug Control and System Improvement - Discretionary Grant	16.580	1,075,054	13,315	156,078	156,425	13,662
Passed through Oregon Commission on Children and Families:						
Drug Control and System Improvement - Formula Grant (Anti-Drug Act of 1988)	16.579	23,000	-	14,466	14,466	-
Passed through State Department of Justice:						
Crime Victim Assistance	16.575	76,000	9,690	49,567	49,267	9,390
Drug Control and System Improvement - Formula Grant (Anti-Drug Act of 1988)	16.579	586,237	172,267	472,116	401,870	102,021
Total Department of Justice		2,386,154	340,810	1,352,566	1,244,594	232,838
<u>U.S. Department of Transportation</u>						
Passed through Oregon State Marine Board:						
Boating Safety Financial Assistance	20.005	149,483	108,843	258,326	149,483	-
Passed through State Public Utility Commission:						
Motor Carrier Safety Assistance Program (MCSAP)	20.218	88,600	15,893	104,493	88,600	-
Passed through State Department of Transportation:						
State and Community Highway Safety	20.600	177,054	20,925	42,847	21,922	-
Total Department of Transportation		415,137	145,661	405,666	260,005	-
<u>U.S. Department of Energy</u>						
Passed through State Department of Human Resources:						
Weatherization Assistance for Low-Income Persons	81.042	991,618	210,082	586,025	581,443	205,500
Total Department of Energy		991,618	210,082	586,025	581,443	205,500

(Continued)

MULTNOMAH COUNTY, OREGON
Schedule of Federal Financial Assistance, Continued

<u>Grantor and program title</u>	<u>Federal CFDA Number</u>	<u>Program Award Amount</u>	<u>Receivable (Advance) at July 1 1994</u>	<u>Receipts</u>	<u>Expenditures</u>	<u>Receivable (Advance) at June 30 1995</u>
<u>Federal Emergency Management Agency</u>						
Direct Programs:						
Emergency Management Institute: Training Assistance	83.527	400	-	400	400	-
Passed through State Executive Department: Civil Defense - State and Local	83.503	<u>114,000</u>	<u>18,785</u>	<u>63,355</u>	<u>66,194</u>	<u>21,624</u>
Total Federal Emergency Management Agency		<u>114,400</u>	<u>18,785</u>	<u>63,755</u>	<u>66,594</u>	<u>21,624</u>
<u>U.S. Department of Education</u>						
Direct Programs:						
Literacy for Incarcerated Adults	84.255	498,742	76,961	223,654	202,307	55,614
Passed through State Department of Human Resources: Public Library Services (LSCA)	84.034	132,929	-	132,929	132,929	-
Drug-Free Schools and Communities - State Grants	84.186	97,026	-	97,026	97,026	-
Passed through Portland Public Schools: Drug-Free Schools and Communities-Emergency Grants	84.233	<u>49,425</u>	<u>-</u>	<u>20,055</u>	<u>26,351</u>	<u>6,296</u>
Total Department of Education		<u>778,122</u>	<u>76,961</u>	<u>473,664</u>	<u>458,613</u>	<u>61,910</u>
<u>Other Federal Assistance</u>						
Department of Agriculture: U.S. Forest Service - Patrol Contract		96,932	-	36,864	36,864	-
Department of Energy: Youth Employment and Empowerment Project		133,000	(20,148)	-	71,174	51,026
Department of Interior: O & C Grant		856,592	-	856,592	856,592	-
Sale/Lease Federal Land		783	-	783	783	-
Passed through State Executive Department: Forest Reserve Yield (PILT)		777,511	-	777,511	777,511	-
Department of Justice: U.S. Marshall - Forfeitures		39,673	14,256	53,929	39,673	-
Department of Transportation: Passed through State Department of Transportation: FAU Engineering Contracts		159,876	1,359	27,822	159,876	133,413
Emergency Management Assistance: FEMA/United Way		<u>867,610</u>	<u>149,559</u>	<u>499,764</u>	<u>474,228</u>	<u>124,023</u>
Total Other Federal Assistance		<u>2,931,977</u>	<u>145,026</u>	<u>2,253,265</u>	<u>2,416,701</u>	<u>308,462</u>
Total Federal Assistance		<u>\$ 74,168,540</u>	<u>4,739,830</u>	<u>49,556,872</u>	<u>51,211,164</u>	<u>6,394,122</u>

* Represents a major program.

MULTNOMAH COUNTY, OREGON

Notes to Schedule of Federal Financial Assistance

June 30, 1995

(1) General

The accompanying Schedule of Federal Financial Assistance presents the activity of all Federal Financial Assistance programs of Multnomah County, Oregon (the County) for the year ended June 30, 1995. The County's reporting entity is defined in note 1 to the County's June 30, 1995 general purpose financial statements.

(2) Basis of Accounting

The accompanying Schedule of Federal Financial Assistance is presented using a basis of accounting which is consistent with the general purpose financial statements, as described in note 1 to the County's general purpose financial statements.

(3) Relationship to Combined Financial Statements

As described in note 2 to the general purpose financial statements, Federal Financial Assistance revenues reported in the County's general purpose financial statements are included with intergovernmental revenues.

Suite 2000
1211 South West Fifth Avenue
Portland, OR 97204

Independent Auditors' Report on Compliance
Based on an Audit of the General Purpose Financial
Statements Performed in Accordance with
Government Auditing Standards

The Board of Commissioners of
Multnomah County, Oregon
Portland, Oregon:

We have audited the general purpose financial statements of Multnomah County, Oregon (the County), as of and for the year ended June 30, 1995, and have issued our report thereon dated December 8, 1995.

We conducted our audit in accordance with generally accepted auditing standards and Government Auditing Standards (1994 Revision), issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the general purpose financial statements are free of material misstatement.

Compliance with laws, regulations, contracts, and grants applicable to the County is the responsibility of the management of the County. As part of obtaining reasonable assurance about whether the general purpose financial statements are free of material misstatement, we performed tests of the County's compliance with certain provisions of laws, regulations, contracts, and grants. However, the objective of our audit of the general purpose financial statements was not to provide an opinion on overall compliance with such provisions. Accordingly, we do not express such an opinion.

The results of our tests disclosed no instances of noncompliance that are required to be reported herein under Government Auditing Standards.

This report is intended for the information of the Board of Commissioners and the management of the County, its cognizant agent, and other federal and state agencies. However, this report is a matter of public record and its distribution is not limited.

KPMG Peat Marwick LLP

December 8, 1995

Suite 2000
1211 South West Fifth Avenue
Portland, OR 97204

Independent Auditors' Report on Compliance
with General Requirements Applicable to
Federal Financial Assistance Programs

The Board of Commissioners of
Multnomah County, Oregon
Portland, Oregon:

We have audited the general purpose financial statements of Multnomah County, Oregon (the County), as of and for the year ended June 30, 1995, and have issued our report thereon dated December 8, 1995.

We have applied procedures to test the County's compliance with the following requirements applicable to its federal financial assistance programs, which are identified in the accompanying Schedule of Federal Financial Assistance for the year ended June 30, 1995:

- Political Activity
- Davis-Bacon Act
- Civil Rights
- Cash Management
- Relocation Assistance and Real Property Management
- Federal Financial Reports
- Allowable Costs/Cost Principles
- Drug Free Workplace Act
- Administrative Requirements

Our procedures were limited to the applicable procedures described in the Office of Management and Budget's Compliance Supplement for Single Audits of State and Local Governments. Our procedures were substantially less in scope than an audit, the objective of which is the expression of an opinion on the County's compliance with the requirements listed in the preceding paragraph. Accordingly, we do not express such an opinion.



To the Board of Commissioners
Multnomah County, Oregon
Page 2

With respect to the items tested, the results of those procedures disclosed no material instances of noncompliance with the requirements listed in the second paragraph of this report. With respect to items not tested, nothing came to our attention that caused us to believe that the County had not complied, in all material respects, with those requirements.

This report is intended for the information of the Board of Commissioners and the management of the County, its cognizant agent, and federal and state agencies. However, this report is a matter of public record and its distribution is not limited.

KPMG Peat Marwick LLP

December 8, 1995

Suite 2000
1211 South West Fifth Avenue
Portland, OR 97204

Independent Auditors' Report on Compliance
with Specific Requirements Applicable to Major
Federal Financial Assistance Programs

The Board of Commissioners of
Multnomah County, Oregon
Portland, Oregon:

We have audited the general purpose financial statements of Multnomah County, Oregon (the County), as of and for the year ended June 30, 1995, and have issued our report thereon dated December 8, 1995.

We have also audited the County's compliance with the requirements governing types of services allowed or unallowed; eligibility; matching, level of effort, or earmarking; reporting; monitoring of subrecipients; special tests and provisions as identified in the attachment; claims for advances and reimbursements; and amounts claimed or used for matching that are applicable to each of its major federal financial assistance programs, which are identified in the accompanying Schedule of Federal Financial Assistance, for the year ended June 30, 1995. The management of the County is responsible for the County's compliance with those requirements. Our responsibility is to express an opinion on compliance with those requirements based on our audit.

We conducted our audit of the County's compliance with those requirements in accordance with generally accepted auditing standards, Government Auditing Standards (1994 Revision), issued by the Comptroller General of the United States, and Office of Management and Budget (OMB) Circular A-128, Audits of State and Local Governments. Those standards and OMB Circular A-128 require that we plan and perform the audit to obtain reasonable assurance about whether material noncompliance with the requirements referred to above occurred. An audit includes examining, on a test basis, evidence about the County's compliance with those requirements. We believe that our audit provides a reasonable basis for our opinion.

To the Board of Commissioners
Multnomah County, Oregon
Page 2

The results of our audit procedures disclosed immaterial instances of noncompliance with the requirements referred to above, which are described in the accompanying Schedule of Findings and Questioned Costs. We considered these instances of noncompliance in forming our opinion on compliance, which is expressed in the following paragraph.

In our opinion, the County complied, in all material respects, with the requirements governing types of services allowed or unallowed; eligibility; matching, level of effort, or earmarking; reporting; monitoring of subrecipients; special tests and provisions as identified in the attachment; claims for advances and reimbursements; and amounts claimed or used for matching that are applicable to each of its major federal financial assistance programs for the year ended June 30, 1995.

This report is intended for the information of the Board of Commissioners and management of the County, its cognizant agent, and other federal and state agencies. However, this report is a matter of public record and its distribution is not limited.

KPMG Peat Marwick LLP

December 8, 1995

MULTNOMAH COUNTY, OREGON

Special Tests and Provisions

Year Ended June 30, 1995

Program: CFDA #93.224 Community Health Centers

Compliance requirements: Multnomah County, Oregon (the County), is required to prepare its audited financial statements in accordance with generally accepted accounting principles.

The County must secure payments from patients for services in accordance with the schedule of fees and discounts which has been adjusted on the patient's ability to pay.

The County must comply with certain restrictions placed upon the use of excess program income.

Program: CFDA #14.218 Community Development Block Grants/Entitlement Grants (CDBG)

Compliance requirements: With certain exceptions, the County cannot obligate or expend CDBG funds before receipt of HUD's approval of a Request for Release of Funds (RROF) and environmental certification.

With certain exceptions, the County must obtain environmental reviews for projects.

The County must accurately account for any program income generated from the use of CDBG funds and must treat such income as additional CDBG funds subject to all program rules.

The County is required to enter into written agreements with its subrecipients that meet certain criteria before disbursing funds to the subrecipients.

Program: CFDA #93.958 Block Grants for Community Mental Health Services (CMHS)

Compliance requirements: No special tests and provisions applicable at the County level.

Program: CFDA #93.778 Medical Assistance Program (Medicaid; Title XIX)

Compliance requirements: The County must pay for a portion of the Medicaid expenditures in accordance with the approved state plan.

MULTNOMAH COUNTY, OREGON

Special Tests and Provisions, continued

Program: CFDA #10.557 Special Supplemental Food Program for Women, Infants and Children (WIC Program)

Compliance requirements: No special tests and provisions applicable at the County level.

Program: CFDA #93.568 Low-Income Home Energy Assistance (LIHEAP)

Compliance requirements: The County is required to conduct outreach to ensure that eligible households, particularly those with elderly and handicapped individuals, are aware of the assistance provided through the program.

The County is required to treat both homeowners and renters equitably.

In certain instances the County must establish procedures to:

- Notify recipient households of the amount of assistance paid on their behalf;
- Ensure that the home energy supplier will charge the household, in the normal billing process, the difference between the actual costs of the energy supplied and the amount of the payment made by the grantee;
- Ensure that no household will be treated adversely because of the assistance; and
- Ensure that the home energy supplier does not discriminate against the eligible household.

The County must establish procedures to ensure households which are denied assistance or are not receiving prompt assistance have an opportunity for a hearing.

Program: CFDA #93.959 Block Grants for Prevention and Treatment of Substance Abuse (Prevention and Treatment SAPT Block Grant)

Compliance requirements: No special tests and provisions applicable at the County level.

MULTNOMAH COUNTY, OREGON

Schedule of Findings and Questioned Costs
For the year ended June 30, 1995

Program:	CFDA #10.557 Special Supplemental Food Program for Women, Infants, and Children (WIC). CFDA #93.224 Community Health Centers.
Finding:	<p>Federal statutes require grantees receiving federal funds to comply with the administrative requirements of the "Common Rule". The "Common Rule" requires a grantee to adopt procedures that permit the tracing of funds to a level sufficient to establish that funds have not been used in violation of restrictions and prohibitions of applicable statutes. Procedures adopted must provide for records to be maintained which adequately identify the source and application of funds provided for financially assisted activities.</p> <p>Federal expenditures as reported in the Financial Status Report (FSR) by the County Division of Health (Division) to the U.S. Department of Health and Human Services are not supported in sufficient detail to differentiate federally assisted expenditures from non-federally assisted expenditures. Federal expenditures are not specifically identified within the Division's accounting system. For purposes of preparing the FSR, federal expenditures are deemed to be equal to federal receipts.</p>
Recommendation:	The Health Division should implement procedures that would enable the Division to adequately distinguish between expenditures made from federal sources and those made from non-federal sources. This repeats a recommendation from the prior year.
Questioned cost:	Not determinable

MULTNOMAH COUNTY, OREGON

Schedule of Findings and Questioned Costs For the year ended June 30, 1995

Multnomah County response:

The Community Health Center project is funded by a variety of resources. The three largest sources of support are local funds, Medicaid Fee For Service revenue, and the Public Health Services Community Health Center (CHC) grant. The CHC grant makes up approximately 12% of the project.

The County Division of Health believes it would serve no programmatic, financial, or managerial purpose to create a segregated accounting of these expenditures. Assignment of these expenditures to the CHC, the County, or to fees generated by the CHC and/or the County, would only serve the purpose of compliance with the Common Rule.

The Division had responded to the auditors' prior period recommendation and modified its FSR accounting procedures to now allow the tracing of expenditures from the FSR to line item detail in the County's general ledger system. The Division believes this modification allows a level of detail sufficient to establish that funds have not been used in violation of any applicable statutes or grant requirements.

The Division will seek clarification from Region X of the Public Health Service regarding the federal government's expectations of a proper accounting of the CHC project.

MULTNOMAH COUNTY, OREGON

Schedule of Findings and Questioned Costs, Continued

Program: CFDA #10.557 Special Supplemental Food Program for Women, Infants, and Children (WIC)

Finding: Office of Management and Budget (OMB) Circular A-87, requires that salaries and wages of employees which are chargeable to more than one grant program or cost objective be supported by appropriate time distribution records. The County did not keep adequate time and effort records for the period April 1993 - October 1994. In the period from October 1994 - June 30, 1995, adequate reports were found to be on file and completed in a timely manner.

Recommendation: The County should continue to complete the time and effort reports on a periodic basis which is acceptable to its cognizant agent.

Questioned cost: \$-0-

Multnomah County response: Management agrees with the recommendation and will maintain time and effort reports which are completed in a manner acceptable to its cognizant agent.

MULTNOMAH COUNTY, OREGON

Schedule of Findings and Questioned Costs, Continued

Program:	CFDA #14.218 Community Development Block Grants/ Entitlement Grants
Finding:	<p>The Single Audit Act requires a primary recipient to monitor its subrecipients to ensure Federal Financial Assistance is expended in accordance with applicable laws and regulations.</p> <p>One Community Development Division file did not contain documentation that the County had appropriately monitored a subrecipient.</p>
Recommendation:	The Community Development Division should monitor all of its subrecipients on a regular basis.
Questioned costs:	\$-0-
Multnomah County response:	Management agrees with the finding and will review its procedures to ensure that all subrecipients are appropriately monitored.

MULTNOMAH COUNTY, OREGON

Update of the Schedule of Findings and
Questioned Costs for the year ended
June 30, 1994 Relating to Programs
Audited for the year ended June 30, 1995

Program: CFDA #93.778 Medical Assistance Program (Medicaid; Title XIX)

Finding: Specific requirements for eligibility determination for the Development Disabilities program states the following:

- the eligibility determination process will begin within ten (10) days following intake; and
- Eligibility will be determined within fifteen (15) working days of receipt of the psychological examination report.

One psychological report did not contain a date, resulting in the inability to ascertain compliance with the aforementioned eligibility requirements.

Recommendation: We recommend the Development Disabilities program develop a file checklist including all program criteria and complete pertinent information as client service is rendered. In addition, a review of the file checklist should be completed by an individual independent of those completing the checklist.

Questioned cost: \$-0-

Multnomah County
response:

A date was lacking on one psychological report. Upon investigation, we found that the date on the original report was rendered illegible by fax transmission. However, the information was available when researched and the individual's eligibility would not have been jeopardized.

The Development Disabilities (DD) Program has developed an intake checklist to catch similar errors. This checklist will be implemented for 100% of eligibility determinations and will be monitored by the DD Eligibility Review Team.

1995 Update:

The County has implemented preventative internal control procedures. No similar findings were noted in the current year. This finding will not be presented in the current year's Schedule of Findings and Questioned Costs.

MULTNOMAH COUNTY, OREGON

Update of the Schedule of Findings and
Questioned Costs, Continued

Program: CFDA #93.279 Drug Abuse Research Programs

Finding: The cash management general requirement prescribes that grantee financial management systems shall include procedures to minimize the time elapsed between the transfer of funds from the U.S. Treasury and the disbursement of funds by the grantee.

During 1994, due to a clerical error, the Health Services Department improperly billed \$190,321 to the federal government. The error resulted in the County owing the federal government \$44,052 at June 30, 1994, and, therefore, resulted in a violation of the aforementioned cash management requirement.

Recommendation: The County's Health Services Department should develop and implement procedures to review deposits made to their accounts. Procedures should include comparison of supporting documentation for requested amounts to actual deposits. This procedure will allow the Department to better track receipt of requested amounts as well as erroneous deposits to its accounts.

Excess reimbursement: \$44,052

MULTNOMAH COUNTY, OREGON

Update of the Schedule of Findings and Questioned Costs, Continued

Multnomah County response:

Under current procedures, the Health Services Department prepares draw requests which are forwarded to County Finance for processing. County Finance processes draws to ensure they do not exceed the grant award. The Health Services Department later traces draw requests into revenues to confirm that each draw has been received but does not account for additional monies in revenue until completion of the Financial Status Report which occurs at the end of the grant cycle.

The Health Services Department must account for its grants on the grant cycle and the County's fiscal cycle. It should be noted that total draws for this grant in the grant cycle were less than the grant award, and less than the federally approved expenditures. The periods in violation of the Cash Management Act of 1990 were temporary and resulted from the erroneous draw.

The County agrees with the finding. The Health Services Department will be responsible for a monthly reconciliation of all activity in its revenue accounts to grant draws. This procedure, in addition to improvements which have been made in the Health Services Department's accounting systems, should prevent future violations.

1995 Update:

Current year procedures did not detect similar errors. This finding will not be repeated in the current year's Schedule of Findings and Questioned Costs.

MULTNOMAH COUNTY, OREGON

Update of the Schedule of Findings and
Questioned Costs, Continued

Program:	CFDA #93.224 Community Health Centers
Finding:	<p>Federal statutes require grantees receiving federal funds to comply with the administrative requirements of the "Common Rule". The "Common Rule" requires a grantee of federal funds to adopt procedures that permit the tracing of funds to a level sufficient to establish that funds have not been used in violation of restrictions and prohibitions of applicable statutes. Procedures adopted must provide for records to be maintained which adequately identify the source and application of funds provided for financially assisted activities.</p> <p>Federal expenditures as reported in the Financial Status Report (FSR) by the County Division of Health (Division) to the U.S. Department of Health and Human Services are not supported in sufficient detail to differentiate federally assisted expenditures from non-federally assisted expenditures. Federal expenditures are not specifically identified within the Division's accounting system. For purposes of preparing the FSR, federal expenditures are deemed to be equal to federal receipts.</p>
Recommendation:	<p>The Health Division should implement procedures that would enable the Division to adequately distinguish between expenditures made from federal sources and those made from non-federal sources. This recommendation is a repeat item from the prior year.</p>
Questioned cost:	\$-0-

MULTNOMAH COUNTY, OREGON

Update of the Schedule of Findings and Questioned Costs, Continued

Multnomah County response:

The Community Health Center project is funded by a variety of resources. The three largest sources of support are local funds, Medicaid Fee For Service revenue, and the Public Health Services Community Health Center (CHC) grant. The CHC grant makes up approximately 12% of the project.

The County Division of Health believes it would serve no programmatic, financial, or managerial purpose to create a segregated accounting of these expenditures. Assignment of these expenditures to the CHC, the County, or to fees generated by the CHC and/or the County, would only serve the purpose of compliance with the Common Rule.

The Division had responded to the auditors' prior period recommendation and modified its FSR accounting procedures to now allow the tracing of expenditures from the FSR to line item detail in the County's general ledger system. The Division believes this modification allows a level of detail sufficient to establish that funds have not been used in violation of any applicable statutes or grant requirements.

The Division will seek clarification from Region X of the Public Health Service regarding the federal government's expectations of a proper accounting of the CHC project.

1995 Update:

This finding is repeated in the current year's Schedule of Findings and Questioned Costs.

Suite 2000
1211 South West Fifth Avenue
Portland, OR 97204

Independent Auditors' Report on the Internal Control
Structure Based on an Audit of the General Purpose Financial Statements
Performed in Accordance with Government Auditing Standards

The Board of Commissioners
Multnomah County, Oregon
Portland, Oregon:

We have audited the general purpose financial statements of Multnomah County, Oregon (the County), as of and for the year ended June 30, 1995, and have issued our report thereon dated December 8, 1995.

We conducted our audit in accordance with generally accepted auditing standards and Government Auditing Standards (1994 Revision), issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the general purpose financial statements are free of material misstatement.

The management of the County is responsible for establishing and maintaining an internal control structure. In fulfilling this responsibility, estimates and judgments by management are required to assess the expected benefits and related costs of internal control structure policies and procedures. The objectives of an internal control structure are to provide management with reasonable, but not absolute, assurance that assets are safeguarded against loss from unauthorized use or disposition, and that transactions are executed in accordance with management's authorization and recorded properly to permit the preparation of general purpose financial statements in accordance with generally accepted accounting principles. Because of inherent limitations in any internal control structure, errors or irregularities may nevertheless occur and not be detected. Also, projection of any evaluation of the structure to future periods is subject to the risk that procedures may become inadequate because of changes in conditions or that the effectiveness of the design and operation of policies and procedures may deteriorate.

In planning and performing our audit of the general purpose financial statements of the County as of and for the year ended June 30, 1995, we obtained an understanding of the internal control structure. With respect to the internal control structure, we obtained an understanding of the design of relevant policies and procedures and whether they have been placed in operation, and we assessed control risk in order to determine our auditing procedures for the purpose of expressing our opinion on the general purpose financial statements and not to provide an opinion on the internal control structure. Accordingly, we do not express such an opinion.



To the Board of Commissioners
Multnomah County, Oregon
Page 2

Our consideration of the internal control structure would not necessarily disclose all matters in the internal control structure that might be material weaknesses under standards established by the American Institute of Certified Public Accountants. A material weakness is a condition in which the design or operation of one or more of the specific internal control structure elements does not reduce to a relatively low level the risk that errors or irregularities in amounts that would be material in relation to the financial statements being audited may occur and not be detected within a timely period by employees in the normal course of performing their assigned functions. We noted no matters involving the internal control structure and its operation that we considered to be material weaknesses as defined above.

However, we noted certain matters involving the internal control structure and its operation that we have reported to management of the County in a separate letter dated December 8, 1995.

This report is intended for the information of the Board of Commissioners and management of the County, its cognizant agent, and other federal and state agencies. However, this report is a matter of public record and its distribution is not limited.

KPMG Peat Marwick LLP

December 8, 1995

Suite 2000
1211 South West Fifth Avenue
Portland, OR 97204

Independent Auditors' Report on the Internal
Control Structure Used in Administering
Federal Financial Assistance Programs

The Board of Commissioners of
Multnomah County, Oregon
Portland, Oregon:

We have audited the general purpose financial statements of Multnomah County, Oregon (the County), as of and for the year ended June 30, 1995, and have issued our report thereon dated December 8, 1995. We have also audited the County's compliance with requirements applicable to major federal financial assistance programs and have issued our report thereon dated December 8, 1995.

We conducted our audits in accordance with generally accepted auditing standards, Government Auditing Standards (1994 Revision), issued by the Comptroller General of the United States; and Office of Management and Budget (OMB) Circular A-128, Audits of State and Local Governments. Those standards and OMB Circular A-128 require that we plan and perform the audits to obtain reasonable assurance about whether the general purpose financial statements are free of material misstatement and about whether the County complied with laws and regulations, noncompliance with which would be material to a major federal financial assistance program.

In planning and performing our audits for the year ended June 30, 1995, we considered the internal control structure of the County in order to determine our auditing procedures for the purpose of expressing our opinions on the general purpose financial statements of the County and on the County's compliance with requirements applicable to major programs, and to report on the internal control structure in accordance with OMB Circular A-128. This report addresses our consideration of internal control structure policies and procedures relevant to compliance with requirements applicable to federal financial assistance programs. We have addressed internal control structure policies and procedures relevant to our audit of the general purpose financial statements in a separate report dated December 8, 1995.

To the Board of Commissioners
Multnomah County, Oregon
Page 2

The management of the County is responsible for establishing and maintaining an internal control structure. In fulfilling this responsibility, estimates and judgments by management are required to assess the expected benefits and related costs of internal control structure policies and procedures. The objectives of an internal control structure are to provide management with reasonable, but not absolute, assurance that assets are safeguarded against loss from unauthorized use or disposition, transactions are executed in accordance with management's authorization and recorded properly to permit the preparation of financial statements in accordance with generally accepted accounting principles, and federal financial assistance programs are managed in compliance with applicable laws and regulations. Because of inherent limitations in any internal control structure, errors, irregularities, or instances of noncompliance may nevertheless occur and not be detected. Also, projection of any evaluation of the structure to future periods is subject to the risk that procedures may become inadequate because of changes in conditions or that the effectiveness of the design and operation of policies and procedures may deteriorate.

For the purpose of this report, we have classified the significant internal control structure policies and procedures used in administering federal financial assistance programs into the following categories:

Accounting Applications

- Purchases and Disbursements
- Grant Revenue and Receipts
- Payroll

General Requirements

- Political Activity
- Davis-Bacon Act
- Civil Rights
- Cash Management
- Relocation Assistance and Real Property Management
- Federal Financial Reports
- Allowable Costs/Cost Principles
- Drug-Free Workplace
- Administrative Requirements

To the Board of Commissioners
Multnomah County, Oregon
Page 3

Specific Requirements

- Types of Services
- Eligibility
- Matching, Level of Effort, or Earmarking
- Reporting
- Monitoring Subrecipients
- Preparation of Financial Statements
- Securing of Payment
- Use of excess Program Income
- Obligation of Funds
- Environmental Reviews
- Agreements with Subrecipients
- Payment of Medicaid Expenditures
- Outreach Programs
- Treatment of Homeowners and Renters
- Assistance Hearings

Claims for Advances and Reimbursements

Amounts Claimed or Used for Matching

For all of the internal control structure categories listed above, we obtained an understanding of the design of relevant policies and procedures and determined whether they have been placed in operation, and we assessed control risk.

During the year ended June 30, 1995, the County expended 58 percent of its total federal financial assistance under major federal financial assistance programs.

We performed tests of controls, as required by OMB Circular A-128, to evaluate the effectiveness of the design and operation of internal control structure policies and procedures that we considered relevant to preventing or detecting material noncompliance with specific requirements, general requirements, and requirements governing claims for advances and reimbursements and amounts claimed or used for matching that are applicable to each of the major federal financial assistance programs of the County which are identified in the accompanying Schedule of Federal Financial Assistance. Our procedures were less in scope than would be necessary to render an opinion on these internal control structure policies and procedures. Accordingly, we do not express such an opinion.

To the Board of Commissioners
Multnomah County, Oregon
Page 4

Our consideration of the internal control structure policies and procedures used in administering federal financial assistance would not necessarily disclose all matters in the internal control structure that might constitute material weaknesses under standards established by the American Institute of Certified Public Accountants. A material weakness is a condition in which the design or operation of one or more of the internal control structure elements does not reduce to a relatively low level the risk that noncompliance with laws and regulations that would be material to a federal financial assistance program may occur and not be detected within a timely period by employees in the normal course of performing their assigned functions. We noted no matters involving the internal control structure and its operation that we consider to be material weaknesses as defined above.

However, we noted certain matters involving the internal control structure and its operation that we have reported to management of the County in a separate letter dated December 8, 1995.

This report is intended for the information of the Board of Commissioners and management of the County, its cognizant agent, and other federal and state audit agencies. However, this report is a matter of public record and its distribution is not limited.

KPMG Peat Marwick LLP

December 8, 1995

Agenda No. : R-40

(Above Space for Board Clerk's Use **ONLY**)

AGENDA PLACEMENT FORM

SUBJECT: Grant Application to Meyer Memorial Trust

BOARD BRIEFING:

Date Requested:
Amount of Time Needed:

REGULAR MEETING: Date Requested: November 26, 1996
Amount of Time Needed: 15 Minutes

DEPARTMENT: Community and Family Services DIVISION: N/A

CONTACT: Iris Bell
TELEPHONE: Ext. 8256
BLDG/ROOM: #166/400

PERSON(S) MAKING PRESENTATION: Iris Bell and Lorenzo Poe

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

Approval of application for a grant from Meyer Memorial Trust in the amount of \$298,072 for a two year period. Copies of the entire grant application are available in the Office of the Board Clerk.

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: Lorenzo Poe mba

Any Questions? Call the Office of the Board Clerk at 248-3277 or 248-5222.

forms\apf.doc

BOARD OF
COUNTY COMMISSIONERS
96 OCT 22 PM 12:31
MULTNOMAH COUNTY
OREGON



MULTNOMAH COUNTY OREGON

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES
OFFICE OF THE DIRECTOR
421 SW SIXTH AVENUE, SUITE 700
PORTLAND, OREGON 97204
PHONE (503) 248-3691
FAX (503) 248-3379 TDD (503) 248-3598

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: Beverly Stein, Chair
Commissioner Dan Saltzman
Commissioner Gary Hansen
Commissioner Tanya Collier
Commissioner Sharron Kelley

FROM: Lorenzo T. Poe, Jr. *Lorenzo Poe Jr.*

DATE: October 14, 1996

SUBJECT: Submission of Grant to Meyer Memorial Trust

I. RECOMMENDATION/ACTION REQUESTED:

Approval of application for a grant from Meyer Memorial Trust in the amount of \$298,072 for a two year period.

II. BACKGROUND/ANALYSIS:

Marshall High School has been operating a highly successful Hispanic Retention Program (now in its second year). DCFS would like to expand that model to Roosevelt and Madison High Schools during the next two years. The DCFS staff studied the project and the potential for expansion for several months.

Once the determination that the model was feasible and that the schools in question were willing to commit to the program, Meyer Memorial Trust was approached as a possible funding source. Meyer indicated that they would be interested in considering a grant application for the project, but would need to have it submitted during their December grant cycle.

The approach taken by *Proyecto Adelante* at Marshall High School has shown some very positive indicators, suggesting that it would be a good model to adopt at Roosevelt and Madison High Schools. The following are highlights from the first year of operation at Marshall:

- 79 youth were served directly by the project.
- 100% of the students remained in school during the school year.
- 100% returned to school in the Fall.
- 10 of the 11 seniors graduated at the end of the school year. One youth graduated over the Summer. Where they are at now:
 - ✓ 7 of the youth have entered employment; two at Intel where they are getting further education paid for by the company.
 - ✓ One youth is attending college at WOSC.
 - ✓ One youth entered the Marine Corps.
 - ✓ One youth is enrolled in vocational education, training to become a court reporter.
- 39 youth maintained at least a 2.0 GPA.
- The dropout rate in 93-94 was 19.7%. In 94-95, after the first year of program operation, the dropout rate was 13.4%; a decrease of 32%.

Roosevelt and Madison were chosen based on the fact that they have the highest and second highest Hispanic populations, respectively, in the District. In addition, the schools were evaluated on their commitments to such a program and on other related services available at the schools. Based on discussions with the principals at Roosevelt and Madison High Schools and the fact that they were willing to commit time, space and staff to the operation (as in-kind), the project has a high probability of success at the schools. Specific, measurable project objectives include:

- High school and middle school dropout rates among Hispanic students will be reduced by 20%.
- 60% of Hispanics will improve GPA or maintain at least a 2.0 GPA.
- 80% of Hispanic Students will improve school attendance or maintain 80% attendance.
- 88% of seniors will graduate by the end of the academic year.
- 50% increase in number of parents who participate more than once in activities affecting their children's education.
- 50% increase in the number of hours of participation and contacts by Hispanic parents in activities affecting their children's education.

- 50% increase in parental involvement on advisory committees and school site councils.
- 50% increase in referrals, linkages and access by Hispanic youth and families to services provided through the Integrated Services Project at target high school.
- As measured through individual surveys, increased student self-esteem and perception that life is better and that there are greater opportunities available to them.

III. FINANCIAL IMPACT:

The grant request is for \$298,072 over a two year period (\$149,036 per year). There is a \$159,966 in-kind match that is being made from the Portland Public School District and the contractor. There is no matching requirement by the County (indeed, no matching is actually required by anyone). All funding will be a pass through to the Contractor, except for 0.7% Indirect.

IV. LEGAL ISSUES:

None

V. CONTROVERSIAL ISSUES:

None

VI. LINE TO CURRENT COUNTY POLICIES:

Benchmark: High School Completion

VII. CITIZEN PARTICIPATION:

There will be Hispanic community involvement through the Oregon Council for Hispanic Advancement (OCHA). There will also be positive support and testimony from the Hispanic Community at the BCC hearing.

VIII. OTHER GOVERNMENT PARTICIPATION:

Programs will be operated at Roosevelt and Madison High Schools, both of which have Health Department School Based Clinics that might receive referrals.

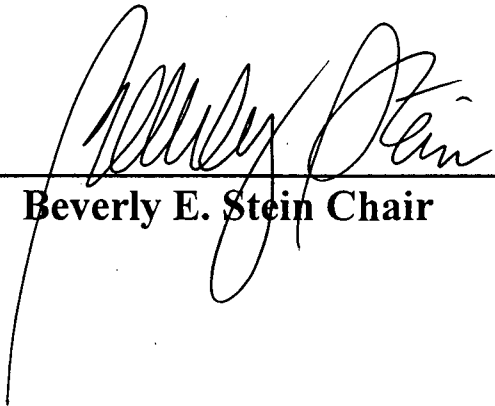
#####

LTP/mas

A Proposal:

**Proyecto Adelante
Hispanic Retention Programs at
Roosevelt and Madison High Schools**

Submitted by Multnomah County



Beverly E. Stein Chair

11/26/96

Date

Table of Contents

Proyecto Adelante, The Program	Page 1
Project Goals and Objectives	Page 13
Budget	Page 15
Independent Auditor's Report	Page 19

Proyecto Adelante¹

Hispanic Retention Programs at Roosevelt and Madison High Schools

The proposed project would be a partnership among the Portland Public Schools, Multnomah County and private nonprofit organizations to replicate and expand a successful, comprehensive school-based dropout prevention program addressing the needs of Hispanic youth and their families. The project will develop a seamless system of academic, employment and training, and family support services that will increase parent involvement in their children's education, reduce involvement in the juvenile and criminal justice systems, result in a measurable reduction of the dropout rate among Hispanic students, and increase their rates of enrollment in post-secondary education or employment at a livable wage after graduation from high school

Needs Statement, a Disturbing Trend:

The dropout rate for Hispanic youth is higher than any other ethnic or cultural group. This is true at the national level, it is true at the Oregon State level, and it is true at the local level in Multnomah County. In the June, 1995 Issue of *Hispanic*, Eunice Moscoso writes:

As the Hispanic high school dropout rate approaches 31 percent, parents, teachers, and community leaders are desperately seeking new ways to fight an uphill battle. According to the U.S. Department of Education's National Center for Dropout Statistics, the high school dropout rate among African Americans is 12.5 percent and among non-Hispanic, non-black students is 7.3 percent. Many of these children will end up in the juvenile justice system and eventually move on to adult correctional facilities. Traditional systems have obviously failed to deal with the situation. Fortunately, committed community leaders around the country are working on new and creative solutions to the Hispanic youth crisis, some are focusing on intervention, others on prevention.²

¹ "Proyecto Adelante" is the name currently being used by the Hispanic retention program in operation at Marshall High School. The reason for continuing the use of the name is because the proposed programs at Roosevelt and Madison High Schools are being patterned after the Marshall program and we believe that using a common name will add to the general public's knowledge of, and understanding of, the program.

² "Looking for Answers: Success Stories of Four Innovative Hispanic Youth-at-Risk Education and Prevention Programs," by Eunice Moscoso, *Hispanic*, June, 1995, p.47.

Dropout rates are calculated differently by many different agencies, reflecting different perspectives and may be misleading to readers. For example, if one looks at the "dropout rate" defined as, "dropped out in a single year without completing high school - grades 10 - 12," nationally the dropout rates for Hispanics and African Americans have dropped nearly in half between 1973 and 1993, from 10.0% to 5.4% and 10.1% to 5.4% respectively.³ When calculated this way one may well ask, "What's the big problem? It looks like everything is well under control." Indeed, when one reads dropout statistics locally in the paper, "dropout rate" is generally being used in this sense.

However, there is a more meaningful way to look at dropout rates which give us a more accurate picture of our population. In this sense, "dropout rate" is defined as: "Percent of the population who have not completed high school and are not enrolled, regardless of when they dropped out - ages 18 - 24." Based on this latter definition of "dropout rate," we get a more accurate view of our population and it is a rather different, and alarming, picture. Between the year 1973 and 1993, the dropout rate for the population as a whole was 15.7% and 12.7% respectively. For non-Hispanic whites the rates were 14.2% in 1973 and 12.2% in 1993; for African Americans it was 26.5% and 16.4%; and for Hispanics it was 38.9% and 32.7%. There are some things which stand out when one looks at the dropout rate from this perspective:

- Although there was some improvement in all three groups, Hispanic students consistently dropped out at about two and one half times the rate for whites and they have not been able to maintain the level of improvement that is apparent in comparison to African Americans.
- There may be relatively little correlation between the "single year" calculation of dropouts and the reality of the numbers of people living in the population that have dropped out of school.
- One third of the Hispanic population ages 18 - 34, nation wide, has dropped out of school.

Oregon ranks nineteenth in the country in Hispanic population and with the Hispanic population doubling each decade, it is crucial to address the problems facing Hispanic youth as they negotiate a world that is often foreign to them and their families. Oregon mirrors the alarming trend that is exhibited nationally. Table 1 illustrates the dropout rates in the State:

Table 1⁴

³ *Statistical Profile of the United States*, 1995. The dropout rate under that definition for white, non-Hispanic was 6.3% in '73 to 4.2% in '93.

High School Dropout Rates in Oregon

	1991-92	1992-93	1993-94	1994-95
White	5.2%	5.2%	6.0%	6.7%
Black	12.4	8.6	9.6	11.6
Hispanic	12.5	14.0	16.2	17.9
Asian American	3.9	3.7	5.2	5.6
American Indian	9.0	9.2	8.3	11.1

Although dropout rates in all racial/ethnic categories increased in 1994-95, Hispanic students continued to have the highest dropout rate, increasing 43 percent since 1991-92. Further, Hispanic criminal gang activity in Oregon more than doubled between December 1991 and October 1992⁵.

In Multnomah County in 1990, approximately 34% of Hispanics age 25 or older had not graduated from high school, compared to 17% for the general county population. The Portland Public School District has documented a sharp increase in the dropout rate of Hispanics between 1985 and 1993. In 1985-86, the Hispanic dropout rate was 6.9%. In the 1992-93 school year, the rate tripled to 20.7%. In addition, the *suspension* rate for Hispanic high school students in 1992-93 was 11.3%, compared to a general suspension rate of 7.4%.

There are gaps in the school and social infrastructure which aggravate problems with Hispanic student retention in Portland schools. There are often barriers to parental involvement in the schools. Many, if not most, of the parents in the target schools are monolingual Spanish, creating a barrier and discomfort when trying to communicate with teachers or school officials. In addition, teachers are often not sensitive to the Hispanic culture, compounding the difficulty of the situation when parents attempt to interact with the school.

In a survey conducted by Oregon Council for Hispanic Advancement (OCHA) in the Winter of 1995, under a contract with the Portland Educational Network, 175 Hispanic students were interviewed by trained peer interviewers to identify barriers to their education. The most frequent answer was the inability to relate to teachers who "yell" at the students when there is a lack of comprehension or learning. This cultural barrier has tremendous impact on student retention and is commonly unrecognized by classroom teachers.

In the Hispanic culture there is a great respect and a sense of responsibility for the family. In spite of the fact that education is highly valued, older children will often leave school

⁴ *Dropout Rates in Oregon High Schools, 1994-1995*, Oregon Department of Education, March, 1996. Note: The dropout rate here is "dropped out in a single year." When one considers the 4 year rate the situation may be even worse.

⁵ Oregon State Police, State Youth Gang Strike Force, 1992.

to help support the family or to take care of the household and younger siblings so the parents can work. With existing language and cultural barriers, it is difficult to find ways to accommodate the needs of the family and the student.

Hispanic students often lack cultural pride and self-esteem. They are "aspirationally deprived" and don't have a sense of vision and accomplishment regarding the future. Further, education is often viewed as inaccessible. Hispanic students do not recognize or know about the options that may be open to them.

The Potential to Address the Needs:

Currently there are Hispanic student retention programs at Marshall High School, Reynolds and David Douglas High Schools. All three have shown a great deal of promise, however, the model at Marshall High School has demonstrated the best likelihood of success and will function as the paradigm for the proposed projects at Roosevelt and Madison.

Proyecto Adelante - A Program that Works

The approach taken by *Proyecto Adelante* at Marshall High School has shown some very positive indicators, suggesting that it would be a good model to adopt at Roosevelt and Madison High Schools. The following are highlights from the first year of operation at Marshall High School:

- 79 youth were served directly by the project.
- 100% of the students remained in school during the school year/
- 100% returned to school in the fall.
- 10 of the 11 seniors graduated at the end of the school year. One youth graduated over the summer. Where they are at now:
 - ⇒ 7 of the youth have entered employment; two at Intel where they are getting further education paid for by the company.
 - ⇒ One youth is attending college at WOSC.
 - ⇒ One youth entered the Marine Corps.
 - ⇒ One youth is enrolled in vocational education, training to become a court reporter.
- 39 youth maintained at least a 2.0 GPA.
- The dropout rate in 93-94 was 19.7%. In 94-95, after the first year of program operation, the dropout rate was 13.4%; a decrease of 32%.

These numbers are positive and show promise for the future. However, the numbers also have faces. The following are some samples of those "faces."

Marta:

Marta was a Senior in 94-95. She had dropped out of school as a freshman and again as a sophomore. She was determined to graduate with her class (94-95), however, to do so, she would have to earn 11 credits during her "senior" year.⁶ Marta Struggled, taking 8 classes during the day, a night class at Benson, an independent study, and earning credit for her part time job at *Target*. The project provided Marta with support, assistance in completing financial aid forms, and college applications. Marta served as the president of the Hispanic Student Group and sat on the Site Council at Marshall. Her teachers and the school counselors were dubious of her chances of success. However, the project continued to support her and she did graduate with her class, completing half of her required credits in one year. Marta is currently in her second term at Portland Community College and is receiving financial aid. She had a 3.5 GPA during her first quarter. She hopes one day to be a judge.

Daniel ("a work in progress"):

Daniel came to the project as a freshman last year (94/95). He had been involved in gang activity and was very much a "follower." Daniel was constantly skipping classes and had been suspended a number of times. He always "acted out" to get attention. He was even caught trying to crawl out of the window in the middle of the night when the project took the students on their annual retreat. He didn't earn any credits during his freshman year and was withdrawn from school for non-attendance. He went to California for the summer and immediately got into more trouble. He was put on probation for 6 months through the juvenile courts. He went to school in California for the first semester of this year, but failed to succeed there either.

When he returned to Portland in January of this year he came to *Proyecto Adelante* and expressed his desire to return to Marshall. We sat down and talked with him and let him know that his performance during 94-95 had been unacceptable. We told him that we were willing to give him one more chance, but that he had to sign a contract with us which outlined our expectations of him. Needless to say, we were all very skeptical.

He started attending classes and also began to do his homework. Teachers began to approach us with positive comments about Daniel and wondering what we had "done" to him. Daniel came into the project office during the evenings to use the computer to do his homework. He has been doing extra credit and has not been skipping classes. His GPA this last grading period was a 3.14 and his name

⁶ A student must have 22 credits to graduate. The normal class load carried by students during the year is 6 to 7 credits.

appeared on our honor roll. This will be the first semester that he has earned any credits. Daniel has not been involved in any disciplinary action thus far. The staff are excited to see the change in Daniel and hope to see it continue.

Vanessa:

Vanessa has just completed her freshman year at Marshall. Vanessa has always been a bright, outgoing young lady, but she has also faced some challenges. Her home environment is less than ideal. Her older brother is involved in gangs and his buddies are often hanging around their house. This is not a good environment for her. Right from the beginning we knew that Vanessa would be successful in school, but she needed to be kept busy. We recommended that she enroll in the Oregon Leadership Institute. Vanessa also joined the Ballet Folklórico dance group at Marshall and was practicing with the group four hours per week. During the school year, Vanessa began having some arguments with her mother. In the middle of the year her mother called us frantically to let us know that Vanessa had run away from home. She had stopped coming to school. We talked to her friends and eventually found out where she was staying with her boyfriend. She was not planning on going home. We contacted her and talked with her about returning home and returning to school. Over the next few days, we acted as mediator between Vanessa and her mother until they agreed to meet together and work out their differences. Vanessa returned home and returned to school as well. Vanessa took advantage of bilingual tutoring offered after school and raised her GPA from 1.71 to a 2.86. She also participated in an eight week support group for Hispanic female students facilitated by a counselor at the Morrison Center. This June, Vanessa graduated from the Oregon Leadership Institute. Vanessa has three more years to go to complete her goal of graduating from high school, but she has demonstrated her resiliency and motivation to succeed.

Ricardo:

Ricardo was a freshman at Marshall during the 94-95 school year. Ricky was always enthusiastic and involved in program activities. He attended retreats, conferences, and student meetings. An intelligent and curious young man, Ricky's problem was his attendance. He frequently showed up to school late or not at all. When he was in class he got bored easily, preferring to read one of his 500+ page tomes on computers or science. He developed a pattern of starting out the semester well yet attending less and less until his attendance was so poor that it was impossible for him to pass his classes. Then he would stop attending all together, preferring to stay at home and read. He was withdrawn from school. The next semester he started all over and repeated the same sequence of events.

We didn't want to lose contact with Ricky and we knew that he was extremely interested in computers, so we encouraged him to enroll in Ocher's summer computer program, *Proyecto Connection*. He successfully completed the program

the summer after his freshman year, earning his first high school credit and a computer.

Ricky started his sophomore year in the fall of 1995 and began to repeat the same pattern that he had exhibited the year before. His attendance problem was exacerbated by the fact that his parents continually made excuses for his absences rather than working with us to try and change the behaviors. We sat down with him to discuss options. It was clear that the traditional public education system wasn't for him. We talked about alternative schools, but realized that as long as his parents were excusing his truancy, his attendance pattern would not improve. We began to look at other options, such as the Job Corps. Ricky seemed to be excited about this alternative and he enrolled. He is currently studying and living at a Job Corps site in Washington state. He has completed his first year in the program and has an additional year to go to complete his GED and special classes in business and auto mechanics. He will then go on to take advanced courses in automotive mechanics and business and will finish the program with an associates degree.

We continue to keep in close contact with Ricky. His ongoing success in the future and in the Job Corps is very important to us. We maintain frequent phone contact with his mother and Ricky comes to visit us during his breaks in the program.

The Selection of Roosevelt and Madison - Schools that Show a Need and a Potential

Roosevelt and Madison High Schools have the highest and second highest Hispanic student populations in the Portland Public School District with 116 and 85 Hispanic students respectively. Their feeder schools also have significant Hispanic student populations as well, suggesting that the trend for the future will be consistent. Based on population alone, logic would suggest these two schools should be chosen.

However, a number of other factors came into play as well. Roosevelt and Madison have rather different sets of needs, strengths and weaknesses. Their circumstances differ in a number of aspects and the approach at each school will need to be tailored to suit each school's individual circumstances. However, there are a number of similarities as well.

- The administrations at each school have expressed a great deal of *interest* in the concept of having an Hispanic student retention program in their schools.
- The administrations at each school have shown a *willingness* to cooperate in taking new and innovative steps. For example, they are willing to provide credit for special courses provided through the project. They are also willing to integrate the project staff into the full operations of the school - i.e., to consider the project staff as an integral part of the school staff.

- The schools have already initiated steps to try and address the needs of Hispanic Students and their families.
- A significant number of the Hispanic students and their families have ready access to support services and community networking within the school areas (through the Family Resource Center at Roosevelt and *Villa de Clara Vista* in the Madison area).
- A number of Hispanic students at each school have already participated in various activities and early stage efforts indicating their interest in participating in the programs - i.e., groundwork for student interest and participation has already been laid at each of the schools.

Roosevelt High School, a brief sketch:

Roosevelt High School has perhaps the most evenly diverse student populations in the Portland School district. There are significant numbers of students from many major ethnic and cultural groups. The school has moved from the position of being stereotyped as a poor school with rather little going on to being a leader in innovative programs. Roosevelt was the first school in the District to house a Teen Health Clinic on site. It also houses the Roosevelt Community Family Resource Center (RCFRC), bringing together families, school, county and state social services, again, on site. Finally, Roosevelt received a grant to operate its Roosevelt Renaissance 2000 project, an innovative school-to-work program.

The RCFRC provides access to a wide array of services and service organizations. They connect people with sources for housing, emergency aid, food and clothing, parent support, legal issues, employment family safety and transportation. They have developed a Resource Team that is available on Tuesdays from 1:30 - 3:00 p.m. so that people may make direct connections with agencies for:

- Employment
- St. Johns YWCA - Housing Specialist
- Adult and Family Services
- Community Health Nurse
- Mental Health
- Services for Children and Families
- Disabilities Services
- Developmental Disabilities
- North Portland Youth & Family Center
- School Based Health Centers
- Juvenile Justice
- Providence Neighborhood Health Center

Partnerships with Portland State University and the University of Portland have provided 4 M.S.W. students and 2 work study students respectively. A number of projects have

been developed at the RCFRC as a result of the University students. The projects focus on outreach, prevention and intervention. The following are services that have been provided:

- Services to youth and families at one middle school.
- *Services to Latino families and students (bilingual staff).*
- Identified 25 "at risk" Roosevelt High School students and worked with the school administration to develop the FRC Ambassador program (implemented in January, 1996).
- Co-facilitated a group of 16 "at risk" young women.
- Coordinated the Adopt-a-Family program.
- Identified 15 "at risk" youth to participate in a Youth Employment Program. Implemented this program as a project that was developed by the University of Portland with grant from METRO and Metropolitan Family Services with a grant from the Irwin Foundation.

Madison High School, a brief sketch:

Madison High School has been involved in laying some of the ground work which would lead to a likelihood of success for the proposed Hispanic retention program. Celedonio (Sonny) Montes, Jr., the Hispanic Resource Specialist for Portland Public Schools, and one of the key people involved in the current *Proyecto Adelante* project at Marshall High School, has been working with the students and administration at Madison High School two days a week during the past year. During the coming year he will devote his time to working with the projects at Roosevelt and Madison to enhance their chances of success.

A large number of the Hispanic students and their families live in *Villa de Clara Vista* a revitalized community in the Culley Boulevard and NE Killingsworth area. Hacienda Community Development Corporation (Hacienda CDC) developed the *Villa de Clara Vista* from the four contiguous properties located at this intersection into a common nonprofit ownership environment with safe, clean, affordable housing for low and moderate income Hispanic families and others.

Villa de Clara Vista is much more than a housing complex. It is a community with the infrastructure to develop and provide resources to meet the needs of its resident populations. Some of the services available include:

- Management office.
- Community policing office.
- Multnomah County/Oregon Sate University Extension offices and teaching kitchen.
- Classroom for use by OSU extension, Portland community College, health education, ESL classes, group meetings, etc.
- Child care/day care.

- La Clinica de Buena Salud, a primary care health clinic, Multnomah County Health Department.
- Office and meeting space for agencies providing job search assistance, and referral for drug and alcohol counseling,
- Family Service Center.
- Meeting space for neighborhood and community groups.

In addition to the infrastructure and services available to the students and their families through *Villa de Clara Vista*, there is a well organized Hispanic parent network which can be further developed in relation to the proposed *Proyecto Adelante* at Madison High School.

In a word, a preliminary foundation has already been laid at both Roosevelt and Madison High Schools, in terms of commitment, and efforts currently under way to begin addressing issues of importance to Hispanic students and their families. The chances for a program such as *Proyecto Adelante* to be successful in such circumstances are excellent.

Approach:

Proyecto Adelante will directly serve 90-95% of the 116 high school students in Roosevelt and 85 students in Madison High School. This age group is facing the most immediate risks for school dropout, gang involvement and violence. High school students are also beginning to consider what their lives will be like after high school. Students who see a bleak picture of unemployment or underemployment are more likely to succumb to risk factors.

Interventions at this age have immediate payoffs for program participants. They receive assistance and advocacy that increases school attendance; they are exposed to career choices and possibilities for further education that were once considered inaccessible due to cultural and economic barriers; and they make contact with business and personal mentors that can guide them through life choices and provide additional access to the institutions that can help them succeed.

The program reaches the entire family and also as an impact on younger siblings who view the high school student as a role model. *Proyecto Adelante* will also provide outreach services to the middle schools that are feeders to the target high schools, creating an access point to the program for students who will soon be entering high school.

Participants will receive services during the four years that they are in high school. *Proyecto Adelante* and the Oregon Leadership Institute will be conducted during the entire school year. For those who participate in the High Technology Summer Institute, there will be an additional summer of participation.

Two key positions involved in the project are the **Youth and Family Advocate** and the **Program Director**:

Youth and Family Advocate

- Makes home visits. The chief connection between the home, the student and the school.
- Case management. It should be noted here that when we talk about case management, we are talking about the capacity to provide intensive case management to about 10 - 15 students at any one time. many of the others will receive case management services, but not on such an intense level. Therefore, when we talk about 50 - 60 kids getting case management services, we are talking, for the most part about shorter term kinds of services - say a week or two. One might call this "targeted" case management.
- Linkages. Would serve as the primary link between students, parents, schools, businesses and others.
- Mediator. The person would provide mediation services between students & teachers, students and students, teachers and teachers, family and school, etc. An example might be to intervene in and advocate for a student involved in a disciplinary action (also to assume some responsibility for making sure the student follows through with appropriate actions and behavior).
- Will play a supportive role in the cross cultural training, but will not be the main player. A consultant will be hire to deal with the actual training.
- Performs initial assessment of students. Works with student to develop the "Self-Sufficiency Plan."
- Organize student/staff/parent meetings. Provide support in other student activities.

Program Director

- Planning annual and overall activities. Scheduling annual activities.
- Parent meetings, at least every other month.
- Budgeting and contract management.
- The Director position is very "hands on" and participates in the student activities performing many similar functions to the Youth and Family Advocate other than case management.
- Does not do case management.
- Support for youth and family advocate.
- Coordinate pre-employment training.
- Coordinates the cross-cultural training.
- Represents the program in the community and in public meetings, etc.

The parents will also play an important "staff" role in relation to the projects as well:

An important role for parents

- The high school parents will be assigned the role of being a linkage with the parents of the feeder schools. They will be responsible for including the feeder school parents in the program activities... sort of bringing them along and preparing them for participating in the program in the future.

Continuum of Services:

Each student will be assessed by the project Youth and Family Advocates located at that school (in cooperation with other appropriate school staff) to collect data on their educational, social, and economic strengths and deficits, and to identify potential barriers to academic success and future employability. A coordinated system for tracking students and families will be developed.

A Self-Sufficiency Plan will be developed for each participating student, to include specific action steps designed to meet the participant's personal short-term and long-term goals. This plan will be reviewed regularly by the Youth and Family Advocate with each student and their family members. The individual plan will address specific student/families interests and needs. Some students and families will obviously require more extensive assistance than others; the number and types of services and resources required will also vary widely. A team approach facilitated by the Youth and Family Advocate will avoid service gaps or duplication.

The key staff to ensure a continuum of services will be the bilingual/bicultural Youth and Family Advocates, who will serve as a link between the Hispanic students/families and the Roosevelt and Madison High Schools, suppliers of services both on and off campus (Roosevelt has an Integrated Family Service Center), and will coordinate a team oriented case management approach in collaboration with relevant high school, district and project staff.

The key elements in the project will be:

- Case management and family advocacy.
- Support Services.
- A variety of activities focused on cultural pride and promotion of cross-cultural understanding.
- After school tutoring.
- Academic enrichment/employment training classes.
- Oregon Leadership Institute.
- High Technology Institute (during the summer)
- Ongoing cultural enrichment and education.
- Family participation activities and activities designed to involve the parents in their children's education (e.g., membership on each school's Site Councils).
- Linkages to feeder schools.

Project Goals and Objectives

Measurable Outcomes

Project Goals and Objectives:

The goals of the Project are broad based and will address multiple aspects of student retention, including the following:

- Promoting positive school-family partnerships: Hispanic Family Advocates will meet the academic, social, and cultural needs of Hispanic students; help develop and monitor individual plans for academic and attendance goals; visit students' homes and conduct parent involvement activities; promote cross-cultural understanding; strengthen linkages between the high schools and feeder middle schools (including formation of Hispanic parent advisory committees); recruit Hispanic mentors and tutors; and work cooperatively with district and community-based personnel to meet the needs of students and their families.
- Improving Hispanic student attendance and behavior: Family Advocates will regularly track attendance and behavior of Hispanic students; contact families to share information about student progress, needs, concerns, etc.; serve as a positive role model for Hispanic students; and support a coordinated, team-oriented approach to meeting the needs of Hispanic students and families. (Family Advocates require bilingual/bicultural competency.)
- Training for high school teachers concerning Hispanic culture and how to work more effectively with Hispanic students. (Middle school principals and other interested staff will be invited to these training sessions.)
- Increasing the skills of the parents of Hispanic Students through GED preparation, English as a Second Language (ESL), and other avenues based on identified needs and interests.
- Increasing student knowledge of Hispanic culture through attendance at Hispanic cultural activities. Field trips will be arranged to community conferences and events, and will include the involvement of community-based Latino performing arts groups in cultural activities at the school.
- Increasing cross-cultural understanding between Hispanics and other students through peer-to-peer activities linking Latino students with other student groups.
- Increasing academic performance by providing after school tutoring three days per week.
- Providing successful role models by assigning mentors to work with Hispanic students.
- Providing academic enrichment and pre-employment training through two bilingual, credit classes to be held during the year.
- Providing specific employment training through a summer High Technology Institute for participants who express interest in this primary Oregon industry.

Specific, Measurable project objectives include:

- High school and middle school dropout rates among Hispanic students will be reduced by 20%.
- 60% of Hispanics will improve GPA or maintain at least a 2.0 GPA.
- 80% of Hispanic Students will improve school attendance or maintain 80% attendance.
- 88% of seniors will graduate by the end of the academic year.
- 50% Increase in number of parents who participate more than once in activities affecting their children's education.
- 50% increase in the number of hours of participation and contacts by Hispanic parents in activities affecting their children's education.
- 50% increase in parental involvement on advisory committees and school site councils.
- 50% increase in referrals, linkages and access by Hispanic youth and families to services provided through the Integrated Services Project at target high school.
- As measured through individual surveys; increased student self-esteem and perception that life is better and that there are greater opportunities available to them.

Long term indicators of success will include, but not be limited to:

- Graduation: 90% of program participants will graduate from high school.
- College attendance: College attendance (four year, community college, or technical school) will equal 80% of the attendance rates of the overall student population.
- Increased employability: 20% of program participants will complete a specialized career track offered by OLI; 80% of participants will complete two school to work activities.
- Decreased involvement in the criminal/juvenile justice system: There will be a 50% reduction in involvement in the juvenile and criminal justice system by Hispanic students participating in the retention project.

Project Budget

Budget Summary: Combined Project, Two Years

Projects	Project Request	In Kind	Total Project
Salaries and Fringe Benefits:			
Roosevelt High School	\$ 120,574	\$ 61,640	\$ 182,214
Madison High School	120,574	58,726	179,300
Operating Costs:			
Roosevelt High School	24,426	19,800	47,226
Madison High School	24,426	19,800	47,226
Multnomah County Indirect	2,072		
Total Requested from Meyer Memorial Trust:	\$ 298,072		
Total In Kind:		\$ 159,966	
Total Project for 2 Years:			\$458,038

Summary: Combined Project, One Year

Projects	Project Request	In Kind	Total Project
Salaries and Fringe Benefits:			
Roosevelt High School	\$ 60,287	\$ 30,820	\$ 91,107
Madison High School	60,287	29,363	89,650
Operating Costs:			
Roosevelt High School	13,713	9,900	23,613
Madison High School	13,713	9,900	23,613
Multnomah County Indirect	1,036		
Amount Requested from Meyer Memorial Trust for First Year:	\$ 149,036		
Total In Kind for First Year:		\$ 79,983	
Total Project for 1 Year:			\$ 229,019

Detail: Madison High School (One Year⁷)

	Project Request	In Kind	Total Project
0.5 FTE Program Director	\$ 17,000		\$ 17,000
1.0 FTE Youth and family Advocates	25,000		25,000
Curriculum Specialist @ \$16 pr. hr x 140 hrs.	1,120		1,120
Latinos Class @ \$20 hr x 8 hr/wk x 18 wks	2,880		2,880
0.1 FTE Administrative Asst @\$18,705	1,871		1,871
0.05 Executive Director	1,871		1,871
School Principal 15 hrs at \$36.75 hr.		551	551
Vice Principal 45 hrs @ \$38.85 hr.		1,748	1,748
Integration Spec. 45 hrs. @ \$30.00 hr.		1,350	1,350
ESL Liaison Tch. 20 hrs. @ \$30.00 hr.		600	600
ESL Hispanic Aide 60 hrs @ \$12.00 hr		720	720
0.5 Bilingual Resource Spec		19,500	19,500
Total Salaries	49,742	24,469	74,211
Fringe benefits	10,545	4,894	15,439
Total Salaries plus Fringe benefits	60,287	29,363	89,650
Occupancy	1,778	7,000	8,178
Emergency Support Services	1,500		1,500
Supplies	1,000	100	1,100
Postage	500		500
Printing/Duplication	550		550
Phones/Voice-mail for 3 people	1,300		1,300
Travel @ \$.25 mi.	500	300	800
Cultural Activities	1,800		1,800
Bus/Van Rental	800		800
In Service Training/Cultural Awareness	500		500
Support Group		1,000	1,000
Young Women's Support Group	800		800
Balet Folklorico	1,000	1,000	2,000
Career Fair Tuition		500	500
Incentives	800		800
Educational Materials	400		400
Equip. Rental, Bookkeeping, Audit, Insurance	1,085		1,085
Total Operating Costs	13,713	9,900	23,613
Multnomah County Indirect	518		518
Total Budget Request	\$ 74,518	39,263	113,781

⁷The budget detailed here is for one year only. During the second year the "In Kind" may be slightly higher. The amount requested from Meyer Memorial Trust will remain constant.

Budget Detail: Roosevelt High School (One Year⁸)

	Project Request	In Kind	Total Project
0.5 FTE Program Director	\$ 17,000		\$ 17,000
1.0 FTE Youth and family Advocates	25,000		25,000
Curriculum Specialist @ \$16 pr. hr x 140 hrs.	1,120		1,120
Latinos Class @ \$20 hr x 8 hr/wk x 18 wks	2,880		2,880
0.1 FTE Administrative Asst @\$18,705	1,871		1,871
0.05 Executive Director	1,871		1,871
School Principal 15 hrs at \$39.49 hr.		592	592
Vice Principal 45 hrs @ \$37.31 hr.		1,679	1,679
Integration Spec. 45 hrs. @ \$19.66 hr.		885	885
ESL Liaison Tch. 20 hrs. @ \$27.38 hr.		548	548
ESL Hispanic Aide 60 hrs @ \$9.78 hr		587	587
0.5 Bilingual Resource Spec		19,500	19,500
Attendance Coord. 45 hrs @ \$25.09 hr.		1,129	1,129
Attendance Monit. 60 hrs @ \$13.47 hr.		808	808
Total Salaries	49,742	25,728	75,470
Fringe benefits	10,545	5,092	15,637
Total Salaries plus Fringe benefits	60,287	30,820	91,107
Occupancy	1,778	7,000	8,178
Emergency Support Services	1,500		1,500
Supplies	1,000	100	1,100
Postage	500		500
Printing/Duplication	550		550
Phones/Voice-mail for 3 people	1,300		1,300
Travel @ \$.25 mi.	500	300	800
Cultural Activities	1,800		1,800
Bus/Van Rental	800		800
In Service Training/Cultural Awareness	500		500
Support Group		1,000	1,000
Young Women's Support Group	800		800
Balet Folklorico	1,000	1,000	2,000
Career Fair Tuition		500	500
Incentives	800		800
Educational Materials	400		400
Equip. Rental, Bookkeeping, Audit, Insurance	1,085		1,085
Total Operating Costs	13,713	9,900	23,613
Multnomah County Indirect	518		518
Total Budget Request	\$ 74,518	\$ 40,720	\$ 115,238

⁸The budget detailed here is for one year only. During the second year the "In Kind" may be slightly higher. The amount requested from Meyer Memorial Trust will remain constant

Independent Auditor's Report

MULTNOMAH COUNTY, OREGON

Independent Auditors' Reports in Accordance
with the Single Audit Act of 1984

June 30, 1995

MULTNOMAH COUNTY, OREGON

Table of Contents

	<u>Page(s)</u>
Independent Auditors' Report on the Schedule of Federal Financial Assistance	1
Schedule of Federal Financial Assistance	2 - 5
Notes to Schedule of Federal Financial Assistance	6
Independent Auditors' Report on Compliance Based on an Audit of the General Purpose Financial Statements Performed in Accordance with Government Auditing Standards	7
Independent Auditors' Report on Compliance with General Requirements Applicable to Federal Financial Assistance Programs	8 - 9
Independent Auditors' Report on Compliance with Specific Requirements Applicable to Major Federal Financial Assistance Programs	10 - 13
Schedule of Findings and Questioned Costs for the Year Ended June 30, 1995	14 - 17
Update of the Schedule of Findings and Questioned Costs for the Year Ended June 30, 1994 Relating to Programs Audited for the Year Ended June 30, 1995	18 - 22
Independent Auditors' Report on the Internal Control Structure Based on an Audit of the General Purpose Financial Statements Performed in Accordance with Government Auditing Standards	23 - 24
Independent Auditors' Report on the Internal Control Structure Used in Administering Federal Financial Assistance Programs	25 - 28

Suite 2000
1211 South West Fifth Avenue
Portland, OR 97204

Independent Auditors' Report on the
Schedule of Federal Financial Assistance

The Board of Commissioners
Multnomah County, Oregon
Portland, Oregon

We have audited the general purpose financial statements of Multnomah County, Oregon (the County), as of and for the year ended June 30, 1995, and have issued our report thereon dated December 8, 1995. These general purpose financial statements are the responsibility of the management of the County. Our responsibility is to express an opinion on these general purpose financial statements based on our audit.

We conducted our audit in accordance with generally accepted auditing standards and Government Auditing Standards (1994 Revision) issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the general purpose financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the general purpose financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

Our audit was made for the purpose of forming an opinion on the general purpose financial statements of the County, taken as a whole. The accompanying Schedule of Federal Financial Assistance is presented for purposes of additional analysis and is not a required part of the general purpose financial statements. The information in that Schedule has been subjected to the auditing procedures applied in the audit of the general purpose financial statements and, in our opinion, is fairly presented in all material respects in relation to the general purpose financial statements taken as a whole.

KPMG Peat Marwick LLP

December 8, 1995

MULTNOMAH COUNTY, OREGON

Schedule of Federal Financial Assistance

For the year ended June 30, 1995

Grantor and program title	Federal CFDA Number	Program Award Amount	Receivable (Advance) at July 1 1994	Receipts	Expenditures	Receivable (Advance) at June 30 1995
<u>U.S. Department of Agriculture</u>						
Passed through State Department of Human Resources:						
Food Distribution	10.550	\$ 415,290	-	415,290	415,290	-
National School Lunch Program	10.555	94,269	7,453	93,176	94,269	8,546
Special Supplemental Food Program for Women, Infants, and Children	10.557 *	1,728,858	3,703	1,723,206	1,727,503	8,000
State Administrative Matching Grants for Food Stamp Program	10.561	<u>167,919</u>	<u>23,759</u>	<u>154,095</u>	<u>167,919</u>	<u>37,583</u>
Total Department of Agriculture		<u>2,406,336</u>	<u>34,915</u>	<u>2,385,767</u>	<u>2,404,981</u>	<u>54,129</u>
<u>U.S. Department of Health and Human Resources</u>						
Direct Programs:						
Special Programs for the Aging - Title IV Training, Research, and Discretionary Projects and Programs	93.048	99,940	8,780	63,880	81,658	26,558
Linking Community - Based Primary Care, Substance Abuse, HIV/AIDS and Mental Health Treatment Services	93.109	1,122,000	68,428	414,775	388,976	42,629
Maternal and Child Health Federal Consolidated Programs (SPRANS)	93.110	641,555	55,809	307,967	284,076	31,918
Acquired Immunodeficiency Syndrome (AIDS) Activity	93.118	1,410,130	109,210	695,444	660,608	74,374
Project Grants for Health Services to the Homeless	93.151	1,900,997	228,213	903,601	838,753	163,365
Community Health Centers	93.224 *	6,044,404	455,367	2,784,504	2,847,797	518,660
Community Services Block Grant - Discretionary Awards - Demonstration Partnerships	93.573	209,774	51,090	166,358	115,268	-
Family Support Center and Gateway Demonstration Program	93.578	489,193	93,187	93,187	289,889	289,889
Medicare - Supplementary Medical Insurance	93.774	210,171	30,326	227,455	210,170	13,041
HIV Emergency Relief Formula Grants	93.915	986,510	-	-	392,005	392,005
Grants to Provide Outpatient Early Intervention Services with Respect to HIV Disease	93.918	1,000,000	88,832	736,398	545,522	(102,044)
Special Projects of National Significance	93.928	242,117	-	40,587	60,883	20,296
Passed through Oregon Health Sciences University:						
Community Services Block Grant Discretionary Awards - Demonstration Partnerships	93.573	71,076	-	71,076	71,076	-
Passed through State Department of Human Resources:						
Special Programs for the Aging - Title VII, Chapter 3 Program for Prevention of Elder Abuse, Neglect and Exploitation of Older Individuals	93.041	20,595	6,775	12,807	5,887	(145)
Special Programs for the Aging - Title III, Part F - Disease Prevention and Health						
Promotion Services	93.043	89,753	59,040	70,276	1,234	(10,002)
Special Programs for the Aging - Title III, Part B - Grants for Supportive Services and Senior Centers	93.044	823,067	176,534	755,328	648,234	69,440
Special Programs for the Aging - Title III, Part C - Nutrition Services	93.045	927,559	(99,847)	933,115	874,764	(158,198)
Special Program for the Aging - Title III, Part D - In Home Services for the Frail Older Individuals	93.046	53,031	(6,007)	-	1,778	(4,229)
Project Grants and Cooperative Agreements for Tuberculosis Control Programs	93.116	98,700	9,069	99,544	98,700	8,225
Acquired Immunodeficiency Syndrome (AIDS) Activity	93.118	<u>502,197</u>	<u>56,054</u>	<u>462,558</u>	<u>498,837</u>	<u>92,333</u>
Balances carried forward		16,942,769	1,390,860	8,838,860	8,916,115	1,468,115

(Continued)

MULTNOMAH COUNTY, OREGON

Schedule of Federal Financial Assistance, Continued

<u>Grantor and program title</u>	<u>Federal CFDA Number</u>	<u>Program Award Amount</u>	<u>Receivable (Advance) at July 1 1994</u>	<u>Receipts</u>	<u>Expenditures</u>	<u>Receivable (Advance) at June 30 1995</u>
Balance brought forward		16,942,769	1,390,860	8,838,860	8,916,115	1,468,115
Mental Health Planning and Demonstration Projects	93.125	452,925	-	452,925	452,925	-
Projects for Assistance in Transition From Homelessness (PATH)	93.150	206,250	-	206,250	206,250	-
Demonstration Grants on Model Projects for Pregnant and Postpartum Women and their Infants (Substance Abuse)	93.169	143,424	26,144	168,096	141,952	-
Cooperative Agreements for Drug Abuse Treatment Improvement Projects in Target Cities	93.196	939,454	-	939,454	939,454	-
Childhood Lead Poisoning Prevention Projects - State and Community - Based Childhood Lead Poisoning Prevention and Surveillance of Blood Lead Levels in Children (CLPPP)	93.197	149,470	31,470	144,223	133,938	21,185
Family Planning - Services (Umbrella Council)	93.217	118,667	-	117,084	118,667	1,583
Mental Health Research Grants	93.242	36,850	-	36,850	36,850	-
Emergency Protection Grants - Substance Abuse	93.554	205,373	23,497	74,213	50,716	-
Child Support Enforcement	93.563	1,047,546	263,506	1,015,099	1,047,546	295,953
State Legalization Impact Assistance Grants (SLIAG)	93.565	117,538	(91,847)	117,546	117,538	(91,847)
Refugee and Entrant Assistance - State Administered Programs	93.566	1,343,731	74,074	563,546	575,680	86,208
Low-Income Home Energy Assistance	93.568 *	6,658,510	423,935	2,896,127	2,818,340	346,148
Community Services Block Grant	93.569	905,714	32,784	579,642	704,411	157,553
Childcare and Development Block Grant	93.575	4,469,469	83,232	196,600	225,031	111,663
Medical Assistance Program (Medicaid; Title XIX)	93.778 *	9,825,665	697,136	9,254,945	9,825,665	1,267,856
HIV Care Formula Grants	93.917	461,127	91,816	512,237	461,127	40,706
Cooperative Agreements for State - Based Comprehensive Breast & Cervical Cancer Early Detection Programs	93.919	283,229	-	75,320	18,357	(56,963)
Human Immunodeficiency Virus (HIV)/Acquired Immunodeficiency Virus Syndrome (AIDS) Surveillance	93.944	39,712	-	30,576	34,937	4,361
HIV/AIDS (Community Outreach)	93.949	403,691	-	403,691	403,691	-
Block Grants for Community Mental Health Services	93.958 *	5,918,906	-	5,918,906	5,918,906	-
Prevention and Treatment of Substance Abuse (SAPT)	93.959 *	4,541,416	-	4,541,416	4,541,416	-
Preventive Health Services - Sexually Transmitted Diseases Control Grants	93.977	109,741	(9,869)	89,680	109,741	10,192
Health Programs for Refugees	93.987	45,051	4,106	45,258	45,051	3,899
Preventive Health and Health Services Block Grant (PHHS)	93.991	243,093	19,868	242,695	243,093	20,266
Maternal and Child Health Services Block Grant	93.994	1,310,022	65,111	1,188,700	1,221,589	98,000
Passed through National Institute on Drug Abuse: Drug Abuse Research Programs	93.279	1,630,732	(108,004)	477,186	667,908	82,718
Passed through City of Portland: Community Partnership Study Demonstration Grant	93.194	478,173	179,037	445,999	434,238	167,276
Passed through University of Minnesota: Drug Abuse Research Programs	93.279	<u>133,253</u>	<u>37,614</u>	<u>40,872</u>	<u>83,107</u>	<u>79,849</u>
Total Department of Health and Human Services		<u>59,161,501</u>	<u>3,234,470</u>	<u>39,613,988</u>	<u>40,494,239</u>	<u>4,114,721</u>

(Continued)

MULTNOMAH COUNTY, OREGON
Schedule of Federal Financial Assistance, Continued

<u>Grantor and program title</u>	<u>Federal CFDA Number</u>	<u>Program Award Amount</u>	<u>Receivable (Advance) at July 1 1994</u>	<u>Receipts</u>	<u>Expenditures</u>	<u>Receivable (Advance) at June 30 1995</u>
<u>U.S. Department of Housing and Urban Development</u>						
Direct Programs:						
Community Development Block Grants/ Entitlement Grants	14.218 *	2,045,213	213,974	621,779	889,466	481,661
Supplemental Assistance for Facilities to Assist the Homeless (SAFAH)	14.236	506,229	67,129	312,566	270,535	25,098
Passed through State Department of Human Services:						
Supportive Housing Program	14.235	183,600	-	183,600	183,600	-
Passed through State Executive Department:						
Emergency Shelter Grants Program (ESG)	14.231	730,275	124,550	596,114	502,675	31,111
Passed through City of Portland:						
Bureau of Community Development:						
Community Development Block Grants/ Entitlement Grants	14.218 *	1,035,418	43,257	350,214	964,445	657,488
Emergency Shelter Grants Program (ESG)	14.231	199,580	19,118	19,118	199,580	199,580
Passed through Housing Authority of Portland:						
Public and Indian Housing:						
Comprehensive Improvement Assistance Program	14.852	282,980	65,092	338,785	273,693	-
Total Department of Housing and Urban Development		4,983,295	533,120	2,422,176	3,283,994	1,394,938
<u>U.S. Department of Justice</u>						
Direct Programs:						
Law Enforcement Assistance - Narcotics and Dangerous Drugs - Lab Analysis	16.001	-	(14,378)	-	-	(14,378)
Drug Control and System Improvement - Formula Grant (Anti-Drug Act of 1988)	16.579	625,863	159,916	660,339	622,566	122,143
Drug Control and System Improvement - Discretionary Grant	16.580	1,075,054	13,315	156,078	156,425	13,662
Passed through Oregon Commission on Children and Families:						
Drug Control and System Improvement - Formula Grant (Anti-Drug Act of 1988)	16.579	23,000	-	14,466	14,466	-
Passed through State Department of Justice:						
Crime Victim Assistance	16.575	76,000	9,690	49,567	49,267	9,390
Drug Control and System Improvement - Formula Grant (Anti-Drug Act of 1988)	16.579	586,237	172,267	472,116	401,870	102,021
Total Department of Justice		2,386,154	340,810	1,352,566	1,244,594	232,838
<u>U.S. Department of Transportation</u>						
Passed through Oregon State Marine Board:						
Boating Safety Financial Assistance	20.005	149,483	108,843	258,326	149,483	-
Passed through State Public Utility Commission:						
Motor Carrier Safety Assistance Program (MCSAP)	20.218	88,600	15,893	104,493	88,600	-
Passed through State Department of Transportation:						
State and Community Highway Safety	20.600	177,054	20,925	42,847	21,922	-
Total Department of Transportation		415,137	145,661	405,666	260,005	-
<u>U.S. Department of Energy</u>						
Passed through State Department of Human Resources:						
Weatherization Assistance for Low-Income Persons	81.042	991,618	210,082	586,025	581,443	205,500
Total Department of Energy		991,618	210,082	586,025	581,443	205,500

(Continued)

MULTNOMAH COUNTY, OREGON
Schedule of Federal Financial Assistance, Continued

<u>Grantor and program title</u>	<u>Federal CFDA Number</u>	<u>Program Award Amount</u>	<u>Receivable (Advance) at July 1 1994</u>	<u>Receipts</u>	<u>Expenditures</u>	<u>Receivable (Advance) at June 30 1995</u>
<u>Federal Emergency Management Agency</u>						
Direct Programs:						
Emergency Management Institute: Training Assistance	83.527	400	-	400	400	-
Passed through State Executive Department: Civil Defense - State and Local	83.503	<u>114,000</u>	<u>18,785</u>	<u>63,355</u>	<u>66,194</u>	<u>21,624</u>
Total Federal Emergency Management Agency		<u>114,400</u>	<u>18,785</u>	<u>63,755</u>	<u>66,594</u>	<u>21,624</u>
<u>U.S. Department of Education</u>						
Direct Programs:						
Literacy for Incarcerated Adults	84.255	498,742	76,961	223,654	202,307	55,614
Passed through State Department of Human Resources: Public Library Services (LSCA)	84.034	132,929	-	132,929	132,929	-
Drug-Free Schools and Communities - State Grants	84.186	97,026	-	97,026	97,026	-
Passed through Portland Public Schools: Drug-Free Schools and Communities-Emergency Grants	84.233	<u>49,425</u>	<u>-</u>	<u>20,055</u>	<u>26,351</u>	<u>6,296</u>
Total Department of Education		<u>778,122</u>	<u>76,961</u>	<u>473,664</u>	<u>458,613</u>	<u>61,910</u>
<u>Other Federal Assistance</u>						
Department of Agriculture: U.S. Forest Service - Patrol Contract		96,932	-	36,864	36,864	-
Department of Energy: Youth Employment and Empowerment Project		133,000	(20,148)	-	71,174	51,026
Department of Interior: O & C Grant		856,592	-	856,592	856,592	-
Sale/Lease Federal Land		783	-	783	783	-
Passed through State Executive Department: Forest Reserve Yield (PILT)		777,511	-	777,511	777,511	-
Department of Justice: U.S. Marshall - Forfeitures		39,673	14,256	53,929	39,673	-
Department of Transportation: Passed through State Department of Transportation: FAU Engineering Contracts		159,876	1,359	27,822	159,876	133,413
Emergency Management Assistance: FEMA/United Way		<u>867,610</u>	<u>149,559</u>	<u>499,764</u>	<u>474,228</u>	<u>124,023</u>
Total Other Federal Assistance		<u>2,931,977</u>	<u>145,026</u>	<u>2,253,265</u>	<u>2,416,701</u>	<u>308,462</u>
Total Federal Assistance		<u>\$ 74,168,540</u>	<u>4,739,830</u>	<u>49,556,872</u>	<u>51,211,164</u>	<u>6,394,122</u>

* Represents a major program.

MULTNOMAH COUNTY, OREGON

Notes to Schedule of Federal Financial Assistance

June 30, 1995

(1) General

The accompanying Schedule of Federal Financial Assistance presents the activity of all Federal Financial Assistance programs of Multnomah County, Oregon (the County) for the year ended June 30, 1995. The County's reporting entity is defined in note 1 to the County's June 30, 1995 general purpose financial statements.

(2) Basis of Accounting

The accompanying Schedule of Federal Financial Assistance is presented using a basis of accounting which is consistent with the general purpose financial statements, as described in note 1 to the County's general purpose financial statements.

(3) Relationship to Combined Financial Statements

As described in note 2 to the general purpose financial statements, Federal Financial Assistance revenues reported in the County's general purpose financial statements are included with intergovernmental revenues.

Suite 2000
1211 South West Fifth Avenue
Portland, OR 97204

Independent Auditors' Report on Compliance
Based on an Audit of the General Purpose Financial
Statements Performed in Accordance with
Government Auditing Standards

The Board of Commissioners of
Multnomah County, Oregon
Portland, Oregon:

We have audited the general purpose financial statements of Multnomah County, Oregon (the County), as of and for the year ended June 30, 1995, and have issued our report thereon dated December 8, 1995.

We conducted our audit in accordance with generally accepted auditing standards and Government Auditing Standards (1994 Revision), issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the general purpose financial statements are free of material misstatement.

Compliance with laws, regulations, contracts, and grants applicable to the County is the responsibility of the management of the County. As part of obtaining reasonable assurance about whether the general purpose financial statements are free of material misstatement, we performed tests of the County's compliance with certain provisions of laws, regulations, contracts, and grants. However, the objective of our audit of the general purpose financial statements was not to provide an opinion on overall compliance with such provisions. Accordingly, we do not express such an opinion.

The results of our tests disclosed no instances of noncompliance that are required to be reported herein under Government Auditing Standards.

This report is intended for the information of the Board of Commissioners and the management of the County, its cognizant agent, and other federal and state agencies. However, this report is a matter of public record and its distribution is not limited.

KPMG Peat Marwick LLP

December 8, 1995

Suite 2000
1211 South West Fifth Avenue
Portland, OR 97204

Independent Auditors' Report on Compliance
with General Requirements Applicable to
Federal Financial Assistance Programs

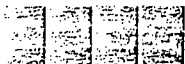
The Board of Commissioners of
Multnomah County, Oregon
Portland, Oregon:

We have audited the general purpose financial statements of Multnomah County, Oregon (the County), as of and for the year ended June 30, 1995, and have issued our report thereon dated December 8, 1995.

We have applied procedures to test the County's compliance with the following requirements applicable to its federal financial assistance programs, which are identified in the accompanying Schedule of Federal Financial Assistance for the year ended June 30, 1995:

- Political Activity
- Davis-Bacon Act
- Civil Rights
- Cash Management
- Relocation Assistance and Real Property Management
- Federal Financial Reports
- Allowable Costs/Cost Principles
- Drug Free Workplace Act
- Administrative Requirements

Our procedures were limited to the applicable procedures described in the Office of Management and Budget's Compliance Supplement for Single Audits of State and Local Governments. Our procedures were substantially less in scope than an audit, the objective of which is the expression of an opinion on the County's compliance with the requirements listed in the preceding paragraph. Accordingly, we do not express such an opinion.



To the Board of Commissioners
Multnomah County, Oregon
Page 2

With respect to the items tested, the results of those procedures disclosed no material instances of noncompliance with the requirements listed in the second paragraph of this report. With respect to items not tested, nothing came to our attention that caused us to believe that the County had not complied, in all material respects, with those requirements.

This report is intended for the information of the Board of Commissioners and the management of the County, its cognizant agent, and federal and state agencies. However, this report is a matter of public record and its distribution is not limited.

KPMG Peat Marwick LLP

December 8, 1995

Suite 2000
1211 South West Fifth Avenue
Portland, OR 97204

Independent Auditors' Report on Compliance
with Specific Requirements Applicable to Major
Federal Financial Assistance Programs

The Board of Commissioners of
Multnomah County, Oregon
Portland, Oregon:

We have audited the general purpose financial statements of Multnomah County, Oregon (the County), as of and for the year ended June 30, 1995, and have issued our report thereon dated December 8, 1995.

We have also audited the County's compliance with the requirements governing types of services allowed or unallowed; eligibility; matching, level of effort, or earmarking; reporting; monitoring of subrecipients; special tests and provisions as identified in the attachment; claims for advances and reimbursements; and amounts claimed or used for matching that are applicable to each of its major federal financial assistance programs, which are identified in the accompanying Schedule of Federal Financial Assistance, for the year ended June 30, 1995. The management of the County is responsible for the County's compliance with those requirements. Our responsibility is to express an opinion on compliance with those requirements based on our audit.

We conducted our audit of the County's compliance with those requirements in accordance with generally accepted auditing standards, Government Auditing Standards (1994 Revision), issued by the Comptroller General of the United States, and Office of Management and Budget (OMB) Circular A-128, Audits of State and Local Governments. Those standards and OMB Circular A-128 require that we plan and perform the audit to obtain reasonable assurance about whether material noncompliance with the requirements referred to above occurred. An audit includes examining, on a test basis, evidence about the County's compliance with those requirements. We believe that our audit provides a reasonable basis for our opinion.

To the Board of Commissioners
Multnomah County, Oregon
Page 2

The results of our audit procedures disclosed immaterial instances of noncompliance with the requirements referred to above, which are described in the accompanying Schedule of Findings and Questioned Costs. We considered these instances of noncompliance in forming our opinion on compliance, which is expressed in the following paragraph.

In our opinion, the County complied, in all material respects, with the requirements governing types of services allowed or unallowed; eligibility; matching, level of effort, or earmarking; reporting; monitoring of subrecipients; special tests and provisions as identified in the attachment; claims for advances and reimbursements; and amounts claimed or used for matching that are applicable to each of its major federal financial assistance programs for the year ended June 30, 1995.

This report is intended for the information of the Board of Commissioners and management of the County, its cognizant agent, and other federal and state agencies. However, this report is a matter of public record and its distribution is not limited.

KPMG Peat Marwick LLP

December 8, 1995

MULTNOMAH COUNTY, OREGON

Special Tests and Provisions

Year Ended June 30, 1995

- Program: CFDA #93.224 Community Health Centers
- Compliance requirements: Multnomah County, Oregon (the County), is required to prepare its audited financial statements in accordance with generally accepted accounting principles.
- The County must secure payments from patients for services in accordance with the schedule of fees and discounts which has been adjusted on the patient's ability to pay.
- The County must comply with certain restrictions placed upon the use of excess program income.
- Program: CFDA #14.218 Community Development Block Grants/Entitlement Grants (CDBG)
- Compliance requirements: With certain exceptions, the County cannot obligate or expend CDBG funds before receipt of HUD's approval of a Request for Release of Funds (RROF) and environmental certification.
- With certain exceptions, the County must obtain environmental reviews for projects.
- The County must accurately account for any program income generated from the use of CDBG funds and must treat such income as additional CDBG funds subject to all program rules.
- The County is required to enter into written agreements with its subrecipients that meet certain criteria before disbursing funds to the subrecipients.
- Program: CFDA #93.958 Block Grants for Community Mental Health Services (CMHS)
- Compliance requirements: No special tests and provisions applicable at the County level.
- Program: CFDA #93.778 Medical Assistance Program (Medicaid; Title XIX)
- Compliance requirements: The County must pay for a portion of the Medicaid expenditures in accordance with the approved state plan.

MULTNOMAH COUNTY, OREGON

Special Tests and Provisions, continued

Program: CFDA #10.557 Special Supplemental Food Program for Women, Infants and Children (WIC Program)

Compliance requirements: No special tests and provisions applicable at the County level.

Program: CFDA #93.568 Low-Income Home Energy Assistance (LIHEAP)

Compliance requirements: The County is required to conduct outreach to ensure that eligible households, particularly those with elderly and handicapped individuals, are aware of the assistance provided through the program.

The County is required to treat both homeowners and renters equitably.

In certain instances the County must establish procedures to:

- Notify recipient households of the amount of assistance paid on their behalf;
- Ensure that the home energy supplier will charge the household, in the normal billing process, the difference between the actual costs of the energy supplied and the amount of the payment made by the grantee;
- Ensure that no household will be treated adversely because of the assistance; and
- Ensure that the home energy supplier does not discriminate against the eligible household.

The County must establish procedures to ensure households which are denied assistance or are not receiving prompt assistance have an opportunity for a hearing.

Program: CFDA #93.959 Block Grants for Prevention and Treatment of Substance Abuse (Prevention and Treatment SAPT Block Grant)

Compliance requirements: No special tests and provisions applicable at the County level.

MULTNOMAH COUNTY, OREGON

Schedule of Findings and Questioned Costs
For the year ended June 30, 1995

Program: CFDA #10.557 Special Supplemental Food Program for Women, Infants, and Children (WIC).
CFDA #93.224 Community Health Centers.

Finding: Federal statutes require grantees receiving federal funds to comply with the administrative requirements of the "Common Rule". The "Common Rule" requires a grantee to adopt procedures that permit the tracing of funds to a level sufficient to establish that funds have not been used in violation of restrictions and prohibitions of applicable statutes. Procedures adopted must provide for records to be maintained which adequately identify the source and application of funds provided for financially assisted activities.

Federal expenditures as reported in the Financial Status Report (FSR) by the County Division of Health (Division) to the U.S. Department of Health and Human Services are not supported in sufficient detail to differentiate federally assisted expenditures from non-federally assisted expenditures. Federal expenditures are not specifically identified within the Division's accounting system. For purposes of preparing the FSR, federal expenditures are deemed to be equal to federal receipts.

Recommendation: The Health Division should implement procedures that would enable the Division to adequately distinguish between expenditures made from federal sources and those made from non-federal sources. This repeats a recommendation from the prior year.

Questioned cost: Not determinable

MULTNOMAH COUNTY, OREGON

Schedule of Findings and Questioned Costs For the year ended June 30, 1995

Multnomah County response:

The Community Health Center project is funded by a variety of resources. The three largest sources of support are local funds, Medicaid Fee For Service revenue, and the Public Health Services Community Health Center (CHC) grant. The CHC grant makes up approximately 12% of the project.

The County Division of Health believes it would serve no programmatic, financial, or managerial purpose to create a segregated accounting of these expenditures. Assignment of these expenditures to the CHC, the County, or to fees generated by the CHC and/or the County, would only serve the purpose of compliance with the Common Rule.

The Division had responded to the auditors' prior period recommendation and modified its FSR accounting procedures to now allow the tracing of expenditures from the FSR to line item detail in the County's general ledger system. The Division believes this modification allows a level of detail sufficient to establish that funds have not been used in violation of any applicable statutes or grant requirements.

The Division will seek clarification from Region X of the Public Health Service regarding the federal government's expectations of a proper accounting of the CHC project.

MULTNOMAH COUNTY, OREGON

Schedule of Findings and Questioned Costs, Continued

Program:	CFDA #10.557 Special Supplemental Food Program for Women, Infants, and Children (WIC)
Finding:	Office of Management and Budget (OMB) Circular A-87, requires that salaries and wages of employees which are chargeable to more than one grant program or cost objective be supported by appropriate time distribution records. The County did not keep adequate time and effort records for the period April 1993 - October 1994. In the period from October 1994 - June 30, 1995, adequate reports were found to be on file and completed in a timely manner.
Recommendation:	The County should continue to complete the time and effort reports on a periodic basis which is acceptable to its cognizant agent.
Questioned cost:	\$-0-
Multnomah County response:	Management agrees with the recommendation and will maintain time and effort reports which are completed in a manner acceptable to its cognizant agent.

MULTNOMAH COUNTY, OREGON

Schedule of Findings and Questioned Costs, Continued

Program:	CFDA #14.218 Community Development Block Grants/ Entitlement Grants
Finding:	<p>The Single Audit Act requires a primary recipient to monitor its subrecipients to ensure Federal Financial Assistance is expended in accordance with applicable laws and regulations.</p> <p>One Community Development Division file did not contain documentation that the County had appropriately monitored a subrecipient.</p>
Recommendation:	The Community Development Division should monitor all of its subrecipients on a regular basis.
Questioned costs:	\$-0-
Multnomah County response:	Management agrees with the finding and will review its procedures to ensure that all subrecipients are appropriately monitored.

MULTNOMAH COUNTY, OREGON

Update of the Schedule of Findings and
Questioned Costs for the year ended
June 30, 1994 Relating to Programs
Audited for the year ended June 30, 1995

Program: CFDA #93.778 Medical Assistance Program (Medicaid; Title XIX)

Finding: Specific requirements for eligibility determination for the Development Disabilities program states the following:

- the eligibility determination process will begin within ten (10) days following intake; and
- Eligibility will be determined within fifteen (15) working days of receipt of the psychological examination report.

One psychological report did not contain a date, resulting in the inability to ascertain compliance with the aforementioned eligibility requirements.

Recommendation: We recommend the Development Disabilities program develop a file checklist including all program criteria and complete pertinent information as client service is rendered. In addition, a review of the file checklist should be completed by an individual independent of those completing the checklist.

Questioned cost: \$-0-

Multnomah County
response:

A date was lacking on one psychological report. Upon investigation, we found that the date on the original report was rendered illegible by fax transmission. However, the information was available when researched and the individual's eligibility would not have been jeopardized.

The Development Disabilities (DD) Program has developed an intake checklist to catch similar errors. This checklist will be implemented for 100% of eligibility determinations and will be monitored by the DD Eligibility Review Team.

1995 Update:

The County has implemented preventative internal control procedures. No similar findings were noted in the current year. This finding will not be presented in the current year's Schedule of Findings and Questioned Costs.

MULTNOMAH COUNTY, OREGON

Update of the Schedule of Findings and
Questioned Costs, Continued

Program: CFDA #93.279 Drug Abuse Research Programs

Finding: The cash management general requirement prescribes that grantee financial management systems shall include procedures to minimize the time elapsed between the transfer of funds from the U.S. Treasury and the disbursement of funds by the grantee.

During 1994, due to a clerical error, the Health Services Department improperly billed \$190,321 to the federal government. The error resulted in the County owing the federal government \$44,052 at June 30, 1994, and, therefore, resulted in a violation of the aforementioned cash management requirement.

Recommendation: The County's Health Services Department should develop and implement procedures to review deposits made to their accounts. Procedures should include comparison of supporting documentation for requested amounts to actual deposits. This procedure will allow the Department to better track receipt of requested amounts as well as erroneous deposits to its accounts.

Excess reimbursement: \$44,052

MULTNOMAH COUNTY, OREGON

Update of the Schedule of Findings and
Questioned Costs, Continued

Multnomah County
response:

Under current procedures, the Health Services Department prepares draw requests which are forwarded to County Finance for processing. County Finance processes draws to ensure they do not exceed the grant award. The Health Services Department later traces draw requests into revenues to confirm that each draw has been received but does not account for additional monies in revenue until completion of the Financial Status Report which occurs at the end of the grant cycle.

The Health Services Department must account for its grants on the grant cycle and the County's fiscal cycle. It should be noted that total draws for this grant in the grant cycle were less than the grant award, and less than the federally approved expenditures. The periods in violation of the Cash Management Act of 1990 were temporary and resulted from the erroneous draw.

The County agrees with the finding. The Health Services Department will be responsible for a monthly reconciliation of all activity in its revenue accounts to grant draws. This procedure, in addition to improvements which have been made in the Health Services Department's accounting systems, should prevent future violations.

1995 Update:

Current year procedures did not detect similar errors. This finding will not be repeated in the current year's Schedule of Findings and Questioned Costs.

MULTNOMAH COUNTY, OREGON

Update of the Schedule of Findings and
Questioned Costs, Continued

Program: CFDA #93.224 Community Health Centers

Finding: Federal statutes require grantees receiving federal funds to comply with the administrative requirements of the "Common Rule". The "Common Rule" requires a grantee of federal funds to adopt procedures that permit the tracing of funds to a level sufficient to establish that funds have not been used in violation of restrictions and prohibitions of applicable statutes. Procedures adopted must provide for records to be maintained which adequately identify the source and application of funds provided for financially assisted activities.

Federal expenditures as reported in the Financial Status Report (FSR) by the County Division of Health (Division) to the U.S. Department of Health and Human Services are not supported in sufficient detail to differentiate federally assisted expenditures from non-federally assisted expenditures. Federal expenditures are not specifically identified within the Division's accounting system. For purposes of preparing the FSR, federal expenditures are deemed to be equal to federal receipts.

Recommendation: The Health Division should implement procedures that would enable the Division to adequately distinguish between expenditures made from federal sources and those made from non-federal sources. This recommendation is a repeat item from the prior year.

Questioned cost: \$-0-

MULTNOMAH COUNTY, OREGON

Update of the Schedule of Findings and Questioned Costs, Continued

Multnomah County response:

The Community Health Center project is funded by a variety of resources. The three largest sources of support are local funds, Medicaid Fee For Service revenue, and the Public Health Services Community Health Center (CHC) grant. The CHC grant makes up approximately 12% of the project.

The County Division of Health believes it would serve no programmatic, financial, or managerial purpose to create a segregated accounting of these expenditures. Assignment of these expenditures to the CHC, the County, or to fees generated by the CHC and/or the County, would only serve the purpose of compliance with the Common Rule.

The Division had responded to the auditors' prior period recommendation and modified its FSR accounting procedures to now allow the tracing of expenditures from the FSR to line item detail in the County's general ledger system. The Division believes this modification allows a level of detail sufficient to establish that funds have not been used in violation of any applicable statutes or grant requirements.

The Division will seek clarification from Region X of the Public Health Service regarding the federal government's expectations of a proper accounting of the CHC project.

1995 Update:

This finding is repeated in the current year's Schedule of Findings and Questioned Costs.

Suite 2000
1211 South West Fifth Avenue
Portland, OR 97204

Independent Auditors' Report on the Internal Control
Structure Based on an Audit of the General Purpose Financial Statements
Performed in Accordance with Government Auditing Standards

The Board of Commissioners
Multnomah County, Oregon
Portland, Oregon:

We have audited the general purpose financial statements of Multnomah County, Oregon (the County), as of and for the year ended June 30, 1995, and have issued our report thereon dated December 8, 1995.

We conducted our audit in accordance with generally accepted auditing standards and Government Auditing Standards (1994 Revision), issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the general purpose financial statements are free of material misstatement.

The management of the County is responsible for establishing and maintaining an internal control structure. In fulfilling this responsibility, estimates and judgments by management are required to assess the expected benefits and related costs of internal control structure policies and procedures. The objectives of an internal control structure are to provide management with reasonable, but not absolute, assurance that assets are safeguarded against loss from unauthorized use or disposition, and that transactions are executed in accordance with management's authorization and recorded properly to permit the preparation of general purpose financial statements in accordance with generally accepted accounting principles. Because of inherent limitations in any internal control structure, errors or irregularities may nevertheless occur and not be detected. Also, projection of any evaluation of the structure to future periods is subject to the risk that procedures may become inadequate because of changes in conditions or that the effectiveness of the design and operation of policies and procedures may deteriorate.

In planning and performing our audit of the general purpose financial statements of the County as of and for the year ended June 30, 1995, we obtained an understanding of the internal control structure. With respect to the internal control structure, we obtained an understanding of the design of relevant policies and procedures and whether they have been placed in operation, and we assessed control risk in order to determine our auditing procedures for the purpose of expressing our opinion on the general purpose financial statements and not to provide an opinion on the internal control structure. Accordingly, we do not express such an opinion.



To the Board of Commissioners
Multnomah County, Oregon
Page 2

Our consideration of the internal control structure would not necessarily disclose all matters in the internal control structure that might be material weaknesses under standards established by the American Institute of Certified Public Accountants. A material weakness is a condition in which the design or operation of one or more of the specific internal control structure elements does not reduce to a relatively low level the risk that errors or irregularities in amounts that would be material in relation to the financial statements being audited may occur and not be detected within a timely period by employees in the normal course of performing their assigned functions. We noted no matters involving the internal control structure and its operation that we considered to be material weaknesses as defined above.

However, we noted certain matters involving the internal control structure and its operation that we have reported to management of the County in a separate letter dated December 8, 1995.

This report is intended for the information of the Board of Commissioners and management of the County, its cognizant agent, and other federal and state agencies. However, this report is a matter of public record and its distribution is not limited.

KPMG Peat Marwick LLP

December 8, 1995

Suite 2000
1211 South West Fifth Avenue
Portland, OR 97204

Independent Auditors' Report on the Internal
Control Structure Used in Administering
Federal Financial Assistance Programs

The Board of Commissioners of
Multnomah County, Oregon
Portland, Oregon:

We have audited the general purpose financial statements of Multnomah County, Oregon (the County), as of and for the year ended June 30, 1995, and have issued our report thereon dated December 8, 1995. We have also audited the County's compliance with requirements applicable to major federal financial assistance programs and have issued our report thereon dated December 8, 1995.

We conducted our audits in accordance with generally accepted auditing standards, Government Auditing Standards (1994 Revision), issued by the Comptroller General of the United States; and Office of Management and Budget (OMB) Circular A-128, Audits of State and Local Governments. Those standards and OMB Circular A-128 require that we plan and perform the audits to obtain reasonable assurance about whether the general purpose financial statements are free of material misstatement and about whether the County complied with laws and regulations, noncompliance with which would be material to a major federal financial assistance program.

In planning and performing our audits for the year ended June 30, 1995, we considered the internal control structure of the County in order to determine our auditing procedures for the purpose of expressing our opinions on the general purpose financial statements of the County and on the County's compliance with requirements applicable to major programs, and to report on the internal control structure in accordance with OMB Circular A-128. This report addresses our consideration of internal control structure policies and procedures relevant to compliance with requirements applicable to federal financial assistance programs. We have addressed internal control structure policies and procedures relevant to our audit of the general purpose financial statements in a separate report dated December 8, 1995.

To the Board of Commissioners
Multnomah County, Oregon
Page 2

The management of the County is responsible for establishing and maintaining an internal control structure. In fulfilling this responsibility, estimates and judgments by management are required to assess the expected benefits and related costs of internal control structure policies and procedures. The objectives of an internal control structure are to provide management with reasonable, but not absolute, assurance that assets are safeguarded against loss from unauthorized use or disposition, transactions are executed in accordance with management's authorization and recorded properly to permit the preparation of financial statements in accordance with generally accepted accounting principles, and federal financial assistance programs are managed in compliance with applicable laws and regulations. Because of inherent limitations in any internal control structure, errors, irregularities, or instances of noncompliance may nevertheless occur and not be detected. Also, projection of any evaluation of the structure to future periods is subject to the risk that procedures may become inadequate because of changes in conditions or that the effectiveness of the design and operation of policies and procedures may deteriorate.

For the purpose of this report, we have classified the significant internal control structure policies and procedures used in administering federal financial assistance programs into the following categories:

Accounting Applications

- Purchases and Disbursements
- Grant Revenue and Receipts
- Payroll

General Requirements

- Political Activity
- Davis-Bacon Act
- Civil Rights
- Cash Management
- Relocation Assistance and Real Property Management
- Federal Financial Reports
- Allowable Costs/Cost Principles
- Drug-Free Workplace
- Administrative Requirements

To the Board of Commissioners
Multnomah County, Oregon
Page 3

Specific Requirements

- Types of Services
- Eligibility
- Matching, Level of Effort, or Earmarking
- Reporting
- Monitoring Subrecipients
- Preparation of Financial Statements
- Securing of Payment
- Use of excess Program Income
- Obligation of Funds
- Environmental Reviews
- Agreements with Subrecipients
- Payment of Medicaid Expenditures
- Outreach Programs
- Treatment of Homeowners and Renters
- Assistance Hearings

Claims for Advances and Reimbursements

Amounts Claimed or Used for Matching

For all of the internal control structure categories listed above, we obtained an understanding of the design of relevant policies and procedures and determined whether they have been placed in operation, and we assessed control risk.

During the year ended June 30, 1995, the County expended 58 percent of its total federal financial assistance under major federal financial assistance programs.

We performed tests of controls, as required by OMB Circular A-128, to evaluate the effectiveness of the design and operation of internal control structure policies and procedures that we considered relevant to preventing or detecting material noncompliance with specific requirements, general requirements, and requirements governing claims for advances and reimbursements and amounts claimed or used for matching that are applicable to each of the major federal financial assistance programs of the County which are identified in the accompanying Schedule of Federal Financial Assistance. Our procedures were less in scope than would be necessary to render an opinion on these internal control structure policies and procedures. Accordingly, we do not express such an opinion.

To the Board of Commissioners
Multnomah County, Oregon
Page 4

Our consideration of the internal control structure policies and procedures used in administering federal financial assistance would not necessarily disclose all matters in the internal control structure that might constitute material weaknesses under standards established by the American Institute of Certified Public Accountants. A material weakness is a condition in which the design or operation of one or more of the internal control structure elements does not reduce to a relatively low level the risk that noncompliance with laws and regulations that would be material to a federal financial assistance program may occur and not be detected within a timely period by employees in the normal course of performing their assigned functions. We noted no matters involving the internal control structure and its operation that we consider to be material weaknesses as defined above.

However, we noted certain matters involving the internal control structure and its operation that we have reported to management of the County in a separate letter dated December 8, 1995.

This report is intended for the information of the Board of Commissioners and management of the County, its cognizant agent, and other federal and state audit agencies. However, this report is a matter of public record and its distribution is not limited.

KPMG Peat Marwick LLP

December 8, 1995