

ANNOTATED MINUTES

Monday, January 27, 1997 - 7:00 PM
Southwest Neighbors Incorporated
Multnomah Center
7688 SW Capitol Highway, Portland

CITY/COUNTY JOINT COMMUNITY FORUM

- JM-4 Community Meeting on Impact of Measure 47, Providing the Opportunity to Meet with Your Local Elected Officials and Discuss Government Services; Learn More about Budget Cuts and Service Reduction Options; and Share Your Opinions and Suggestions, in an Informal, Group Discussion Format. Facilitated by City and County Elected Officials and Staff.

CANCELLED DUE TO WEATHER.

Tuesday, January 28, 1997 - 9:30 AM
Multnomah County Courthouse, Room 602
1021 SW Fourth, Portland

BOARD POLICY DISCUSSION

Chair Beverly Stein convened the meeting at 9:37 a.m., with Commissioners Sharron Kelley, Tanya Collier and Dan Saltzman present, and Vice-Chair Gary Hansen excused.

- B-1 For What Current and/or Increased Fees Does the County Need Voter Approval? How Can the County Re-examine Internal Support Services to Operate More Cost Efficiently? Presented by Vickie Gates, Larry Nicholas, Barry Crook and Mark Campbell.

BARRY CROOK, MARK CAMPBELL, LARRY NICHOLAS AND VICKIE GATES PRESENTATIONS AND RESPONSE TO BOARD QUESTIONS AND DISCUSSION.

There being no further business, the meeting was adjourned at 10:50 a.m.

Wednesday, January 29, 1997 - 7:00 PM
East Portland
Floyd Light Middle School
10800 SE Washington, Portland

CITY/COUNTY JOINT COMMUNITY FORUM

JM-5 Community Meeting on Impact of Measure 47, Providing the Opportunity to Meet with Your Local Elected Officials and Discuss Government Services; Learn More about Budget Cuts and Service Reduction Options; and Share Your Opinions and Suggestions, in an Informal, Group Discussion Format. Facilitated by City and County Elected Officials and Staff.

Thursday, January 30, 1997 - 9:30 AM
Multnomah County Courthouse, Room 602
1021 SW Fourth, Portland

REGULAR MEETING

Chair Beverly Stein convened the meeting at 9:44 a.m., with Commissioners Sharron Kelley, Tanya Collier and Dan Saltzman present, and Vice-Chair Gary Hansen excused.

CONSENT CALENDAR

***UPON MOTION OF COMMISSIONER KELLEY,
SECONDED BY COMMISSIONER COLLIER,
CONSENT CALENDAR ITEMS C-1 THROUGH C-6
AND C-8 THROUGH C-10 WERE UNANIMOUSLY
APPROVED.***

NON-DEPARTMENTAL

- C-1 Appointment of John Carter to the ADULT COMMUNITY JUSTICE CITIZEN BUDGET ADVISORY COMMITTEE
- C-2 Appointment of David Smith to the JUVENILE COMMUNITY JUSTICE CITIZEN BUDGET ADVISORY COMMITTEE
- C-3 Appointment of Claudine Paris to the NON-DEPARTMENTAL CITIZEN BUDGET ADVISORY COMMITTEE

- C-4 Appointments of Ryan Kragero and Mary Uleman to the SHERIFF'S OFFICE CITIZEN BUDGET ADVISORY COMMITTEE
- C-5 Appointments of Bob Boyer, Laura Shearmire and Christian Camp to the DEPARTMENT OF SUPPORT SERVICES CITIZEN BUDGET ADVISORY COMMITTEE
- C-6 RESOLUTION Assigning Board of County Commissioners Liaison Roles and Repealing Resolution 96-185

RESOLUTION 97-11.

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES

- C-8 Intergovernmental Revenue Agreement 103337 with the City of Portland, Providing Funds for the Block-By-Block Weatherization Program for Low Income Residents of City-Designated Neighborhoods
- C-9 Intergovernmental Revenue Agreement 103347 with the Department of Human Resources, Providing Funds for Two Welfare Reform Reinvestment Projects
- C-10 Budget Modification DCFS 11 Transferring \$100,000 in County General Fund Revenue from the Multnomah Commission on Families to the Child, Youth and Family Division Budget to Fund Several Contracts to be Managed by the Department

REGULAR AGENDA

DEPARTMENT OF ENVIRONMENTAL SERVICES

- C-7 CS 3-96 Report the Hearings Officer Decision Regarding Approval of a Conditional Use Permit for a Community Service Use, Subject to Conditions, on Property Located at 10351 NW THOMPSON ROAD, PORTLAND (BONNY SLOPE SCHOOL)

AT THE REQUEST OF CHAIR STEIN WHO ADVISED AN APPEAL WAS FILED, AND UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER COLLIER, IT WAS UNANIMOUSLY APPROVED THAT A DE NOVO HEARING BE SCHEDULED FOR 1:30 PM,

TUESDAY, FEBRUARY 25, 1997, WITH TESTIMONY LIMITED TO 20 MINUTES PER SIDE.

PUBLIC COMMENT

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

DIANA McVAY COMMENTED IN FAVOR OF MOVING THE PENINSULA PAROLE AND PROBATION STAFF TO ANOTHER FACILITY INSTEAD OF CLOSING LIBRARY BRANCHES.

DEPARTMENT OF SUPPORT SERVICES

- R-2 Presentation of Employee Service Awards Honoring Thirty-One Multnomah County Employees with Five to Thirty Years of Service

WITH THE ASSISTANCE OF SHERY STUMP AND GAIL FOSTER, THE BOARD GREETED, ACKNOWLEDGED AND PRESENTED 5 YEAR AWARDS TO PHILIP BOSS OF ASD, KRISTA LYNN GIBBY AND JUDITH McGUIRE OF DCFS, MICHAEL PIAZZA, DAVID SCOGIN, SCOTT SEILER AND LARRY WHITNEY OF DES, KARIN JOHNSON AND HELEN SMITH OF DSS, TRACY LYN HILL OF JJD, AND SUZANNE KUGLER, JAMES SCHEELAND AND LOREN WILLIAMS OF DLS; 10 YEAR AWARDS TO DUANE COLE OF DCC, AND DONNA MALONE AND TAMARA WALTERS OF DA; 15 YEAR AWARDS TO SUZANNE LARSEN AND MELANIE WARREN OF DCFS, AND DAVID BOGUCKI OF DES; 20 YEAR AWARDS TO RON GLYNN OF DCC, AND JOHN STANDING AND ROBERT THOMAS OF DES; 25 YEAR AWARDS TO KELLY CARROLL AND GARY McGUFFIN OF DCC, AND RONALD HEATON OF DES; 30 YEAR AWARDS TO FLORA PERSONS AND CAROL ROGERS OF DLS, AND LINDA THOMPSON OF DSS.

- R-3 First Reading and Adoption of an ORDINANCE Establishing a Catastrophic Leave Sharing Program for County Employees, and Declaring an Emergency

ORDINANCE READ BY TITLE ONLY. COPIES AVAILABLE. COMMISSIONER SALTZMAN MOVED AND COMMISSIONER COLLIER SECONDED, APPROVAL OF FIRST READING. DARRELL MURRAY EXPLANATION. NO ONE WISHED TO TESTIFY. ORDINANCE 873 UNANIMOUSLY APPROVED.

DEPARTMENT OF ENVIRONMENTAL SERVICES

- R-4 Second Reading and Adoption of an ORDINANCE Repealing Ordinance 770 and Abolishing the Bikeway Citizen Advisory Committee, and Establishing in its Place the Multnomah County Bicycle and Pedestrian Citizen Advisory Committee

ORDINANCE READ BY TITLE ONLY. COPIES AVAILABLE. COMMISSIONER COLLIER MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF SECOND READING AND ADOPTION. TODD MISCHER TESTIFIED IN SUPPORT OF ORDINANCE AND VOLUNTEERED TO SERVE ON ADVISORY COMMITTEE. ORDINANCE 874 UNANIMOUSLY APPROVED.

DEPARTMENT OF JUVENILE AND ADULT COMMUNITY JUSTICE

- R-5 Intergovernmental Agreement 900374 with the State of Oregon Department of Corrections, for Funding and Operations of Community Corrections in Multnomah County and Approval of the Multnomah County Community Corrections Plan, for the Period January 1, 1997 through June 30, 1997

COMMISSIONER KELLEY MOVED AND COMMISSIONER COLLIER SECONDED, APPROVAL OF R-5. ELYSE CLAWSON AND CHAIR STEIN EXPLANATION. MS. CLAWSON TO PROVIDE COMMISSIONER COLLIER WITH UPDATE ON IMPLEMENTATION. AGREEMENT UNANIMOUSLY APPROVED.

NON-DEPARTMENTAL

- R-6 RESOLUTION Approving the January 22, 1997 Strategic Plan of the Multnomah Commission on Children and Families

COMMISSIONER SALTZMAN MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF R-6. MARK ROSENBAUM EXPLANATION. CHAIR STEIN COMMENTS IN SUPPORT. STAFF TO PROVIDE BOARD WITH IMPLEMENTATION UPDATE AND EVALUATION ON REGULAR BASIS. RESOLUTION 97-12 UNANIMOUSLY APPROVED.

There being no further business, the meeting was adjourned at 10:20 a.m.

OFFICE OF THE BOARD CLERK
FOR MULTNOMAH COUNTY, OREGON

Deborah L. Bogstad

Deborah L. Bogstad

Thursday, January 30, 1997 - 7:00 PM
Southeast Uplift
Mt. Tabor Community School
5800 SE Ash, Portland

CITY/COUNTY JOINT COMMUNITY FORUM

JM-6 Community Meeting on Impact of Measure 47, Providing the Opportunity to Meet with Your Local Elected Officials and Discuss Government Services; Learn More about Budget Cuts and Service Reduction Options; and Share Your Opinions and Suggestions, in an Informal, Group Discussion Format. Facilitated by City and County Elected Officials and Staff.

Saturday, February 1, 1997 - 10:00 AM
Neighbors West/Northwest
Scottish Rite Center
1512 SW Morrison, Portland

CITY/COUNTY JOINT COMMUNITY FORUM

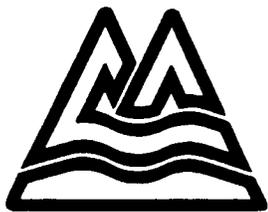
JM-7 Community Meeting on Impact of Measure 47, Providing the Opportunity to Meet with Your Local Elected Officials and Discuss Government Services; Learn More about Budget Cuts and Service

Reduction Options; and Share Your Opinions and Suggestions, in an Informal, Group Discussion Format. Facilitated by City and County Elected Officials and Staff.

Saturday, February 1, 1997 - 2:00 PM
North Portland
Kaiser Town Hall
3704 N Interstate, Portland

CITY/COUNTY JOINT COMMUNITY FORUM

JM-8 Community Meeting on Impact of Measure 47, Providing the Opportunity to Meet with Your Local Elected Officials and Discuss Government Services; Learn More about Budget Cuts and Service Reduction Options; and Share Your Opinions and Suggestions, in an Informal, Group Discussion Format. Facilitated by City and County Elected Officials and Staff.



MULTNOMAH COUNTY OREGON

BOARD CLERK

OFFICE OF BEVERLY STEIN, COUNTY CHAIR
1120 SW FIFTH AVENUE, SUITE 1515
PORTLAND, OREGON 97204
TELEPHONE • (503) 248-3277
FAX • (503) 248-3013

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

MEETINGS OF THE MULTNOMAH COUNTY BOARD OF COMMISSIONERS

AGENDA

FOR THE WEEK OF

JANUARY 27, 1997 - FEBRUARY 1, 1997

- Monday, January 27, 1997 - 7:00 PM - City/County Joint Forum.....Page 2*
- Tuesday, January 28, 1997 - 9:30 AM - Board Policy Discussion.....Page 2*
- Wednesday, January 29, 1997 - 7:00 PM - City/County Joint Forum.....Page 2*
- Thursday, January 30, 1997 - 9:30 AM - Regular Meeting.....Page 3*
- Thursday, January 30, 1997 - 7:00 PM - City/County Joint Forum.....Page 5*
- Saturday, February 1, 1997 - 10:00 AM - City/County Joint ForumPage 5*
- Saturday, February 1, 1997 - 2:00 PM - City/County Joint ForumPage 5*

*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

AN EQUAL OPPORTUNITY EMPLOYER

Monday, January 27, 1997 - 7:00 PM
Southwest Neighbors Incorporated
Multnomah Center
7688 SW Capitol Highway, Portland

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-

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- B-1 For What Current and/or Increased Fees Does the County Need Voter Approval? How Can the County Re-examine Internal Support Services to Operate More Cost Efficiently? Presented by Vickie Gates, Larry Nicholas, Barry Crook and Mark Campbell. 2 HOURS REQUESTED.*
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Wednesday, January 29, 1997 - 7:00 PM
East Portland
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10800 SE Washington, Portland

CITY/COUNTY JOINT COMMUNITY FORUM

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1021 SW Fourth, Portland

REGULAR MEETING

CONSENT CALENDAR

NON-DEPARTMENTAL

- C-1 *Appointment of John Carter to the ADULT COMMUNITY JUSTICE
CITIZEN BUDGET ADVISORY COMMITTEE*
- C-2 *Appointment of David Smith to the JUVENILE COMMUNITY JUSTICE
CITIZEN BUDGET ADVISORY COMMITTEE*
- C-3 *Appointment of Claudine Paris to the NON-DEPARTMENTAL CITIZEN
BUDGET ADVISORY COMMITTEE*
- C-4 *Appointments of Ryan Kragero and Mary Uleman to the SHERIFF'S
OFFICE CITIZEN BUDGET ADVISORY COMMITTEE*
- C-5 *Appointments of Bob Boyer, Laura Shearmire and Christian Camp to the
DEPARTMENT OF SUPPORT SERVICES CITIZEN BUDGET
ADVISORY COMMITTEE*
- C-6 *RESOLUTION Assigning Board of County Commissioners Liaison Roles
and Repealing Resolution 96-185*

DEPARTMENT OF ENVIRONMENTAL SERVICES

- C-7 *CS 3-96 Report the Hearings Officer Decision Regarding Approval
of a Conditional Use Permit for a Community Service Use, Subject to
Conditions, on Property Located at 10351 NW THOMPSON ROAD,
PORTLAND (BONNY SLOPE SCHOOL)*

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES

- C-8 *Intergovernmental Revenue Agreement 103337 with the City of Portland,
Providing Funds for the Block-By-Block Weatherization Program for
Low Income Residents of City-Designated Neighborhoods*

C-9 *Intergovernmental Revenue Agreement 103347 with the Department of Human Resources, Providing Funds for Two Welfare Reform Reinvestment Projects*

C-10 *Budget Modification DCFS 11 Transferring \$100,000 in County General Fund Revenue from the Multnomah Commission on Families to the Child, Youth and Family Division Budget to Fund Several Contracts to be Managed by the Department*

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PUBLIC COMMENT

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

DEPARTMENT OF SUPPORT SERVICES

R-2 *Presentation of Employee Service Awards Honoring Thirty-One Multnomah County Employees with Five to Thirty Years of Service*

R-3 *First Reading and Adoption of an ORDINANCE Establishing a Catastrophic Leave Sharing Program for County Employees, and Declaring an Emergency*

DEPARTMENT OF ENVIRONMENTAL SERVICES

R-4 *Second Reading and Adoption of an ORDINANCE Repealing Ordinance 770 and Abolishing the Bikeway Citizen Advisory Committee, and Establishing in its Place the Multnomah County Bicycle and Pedestrian Citizen Advisory Committee*

DEPARTMENT OF JUVENILE AND ADULT COMMUNITY JUSTICE

R-5 *Intergovernmental Agreement 900374 with the State of Oregon Department of Corrections, for Funding and Operations of Community Corrections in Multnomah County and Approval of the Multnomah County Community Corrections Plan, for the Period January 1, 1997 through June 30, 1997*

NON-DEPARTMENTAL

R-6 *RESOLUTION Approving the January 22, 1997 Strategic Plan of the Multnomah Commission on Children and Families*

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Southeast Uplift
Mt. Tabor Community School
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Saturday, February 1, 1997 - 10:00 AM
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Saturday, February 1, 1997 - 2:00 PM
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Kaiser Town Hall
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CITY/COUNTY JOINT COMMUNITY FORUM

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MEETING DATE: JAN 30 1997

AGENDA #: C-1

ESTIMATED START TIME: 9:30

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Appointments to Citizen Advisory Boards & Commissions

BOARD BRIEFING:

DATE REQUESTED:

REQUESTED BY:

AMOUNT OF TIME NEEDED:

REGULAR MEETING:

DATE REQUESTED: 1/30/97

AMOUNT OF TIME NEEDED: Consent Agenda

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 to Department of Community Corrections Citizen Budget Advisory Committee:
John Carter, Position #2 Term Ending 9/30/99

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Beverly Steed

(OR)

DEPARTMENT

MANAGER:

BOARD OF
COUNTY COMMISSIONERS
97 JAN 21 PM 1:40
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 CITIZEN INVOLVEMENT COMMITTEE
CBAC INTEREST FORM

DCC

NAME John Carter
HOME ADDRESS 29 N. KILLINGSWORTH ST. ZIP 97217 PHONE 503-735-0393
PORTLAND, OR
EMPLOYER CARTER COMMUNICATIONS, INC.
OCCUPATION CONSULTANT

OPTIONAL: Age 40 Sex MALE
African American _____ Native American _____ Hispanic _____
Asian/Pacific _____ White Other _____

ARE YOU A RESIDENT OF MULTNOMAH COUNTY? YES NO _____

AREAS OF INTEREST:

Human Services _____ Youth _____
Justice Services _____ Aging _____
Environmental Services _____ Health _____
Facilities, transportation _____ General government _____
Other _____

VOLUNTEER/BOARD/COMMITTEE EXPERIENCE

HUMBOLDT NEIGHBORHOOD ASSOCIATION
ANNUAL CLEAN-UP CHAIRMAN

OTHER RELEVANT EXPERIENCE

PORTLAND CHAMBER OF COMMERCE
PRESIDENT'S CLUB MENTORING PROGRAM

PLEASE LIST NAME, ADDRESS AND TELEPHONE NUMBERS OF TWO REFERENCES:

- VICKI ROSE, 27 N. KILLINGSWORTH ST. PDX, OR 97217 503-286-0333
- STEVEN SIEGRIST, P.O. BOX 2272, PDX, OR 97208 503-288-9735

WOULD YOU HAVE A POTENTIAL CONFLICT OF INTEREST RELATIVE TO ANY COUNTY

DEPARTMENT? N/A

SIGNATURE John Carter

DATE 9/9/96

Please return to: Office of Citizen Involvement, 2115 SE Morrison
Portland, Oregon 97214; Phone: 248-3450

FAX - 306-5674

DCC

MEETING DATE: January 30, 1997
AGENDA #: C-2
ESTIMATED START TIME: 9:30 a.m.

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Appointment to Citizen Advisory Boards and Commissions

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

REGULAR MEETING: DATE REQUESTED: Thursday, January 30, 1997
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:

*Appointment of David Smith to the
JUVENILE COMMUNITY JUSTICE
CITIZEN BUDGET ADVISORY COMMITTEE
Position #6, Term Ending 9/30/99*

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____
(OR) DEPARTMENT MANAGER: _____
Beverly Stein

BOARD OF
COUNTY COMMISSIONERS
97 JAN 23 PM 8:12
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 CITIZEN INVOLVEMENT COMMITTEE
CBAC INTEREST FORM

DJJ

NAME DAVID SMITH

HOME ADDRESS 3215 SE 58th PORTLAND ZIP 97206 PHONE 771-4101

EMPLOYER State of OR - Citizen Review Board (CRB) 731-4356

OCCUPATION Coordinator

OPTIONAL: Age 37 Sex M
African American _____ Native American _____ Hispanic _____
Asian/Pacific _____ White Other _____

ARE YOU A RESIDENT OF MULTNOMAH COUNTY? YES NO _____

AREAS OF INTEREST:
Human Services _____ Youth juvenile justice
Justice Services _____ Aging _____ reference
Environmental Services _____ Health _____
Facilities, transportation _____ General government _____
Other _____

VOLUNTEER/BOARD/COMMITTEE EXPERIENCE Coordinator of Citizen Review Bd consisting of volunteers, ADVISORY Bd For GIRLS Shelter Home (Kletzer Hall)
Budget committee for citizen review Bd advising Administration of on Budget choice

OTHER RELEVANT EXPERIENCE educational background in law & public administration
staff support for CRB Regional Advisory Council consisting of representatives of about 8 counties

PLEASE LIST NAME, ADDRESS AND TELEPHONE NUMBERS OF TWO REFERENCES:

- Maura Daherty 230-0611
- Shary Masm 731-3007

WOULD YOU HAVE A POTENTIAL CONFLICT OF INTEREST RELATIVE TO ANY COUNTY DEPARTMENT? none

SIGNATURE David Smith DATE 9-26-96

Please return to: Office of Citizen Involvement, 2115 SE Morrison
Portland, Oregon 97214; Phone: 248-3450

MEETING DATE: JAN 30 1997

AGENDA #: C-3

ESTIMATED START TIME: 9:30

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Appointments to Citizen Advisory Boards & Commissions

BOARD BRIEFING:

DATE REQUESTED:

REQUESTED BY:

AMOUNT OF TIME NEEDED:

REGULAR MEETING:

DATE REQUESTED: 1/30/97

AMOUNT OF TIME NEEDED: Consent Agenda

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 to Nondepartmental Citizen Budget Advisory Committee:

Claudine Paris, Position #7

Term Ending 9/30/99

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Beverly Stein

(OR)

DEPARTMENT

MANAGER:

BOARD OF
COUNTY COMMISSIONERS
97 JAN 21 PM 1:41
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 CITIZEN INVOLVEMENT COMMITTEE
CBAC INTEREST FORM

WD
#7

NAME CLAUDE PARIS
HOME ADDRESS 1816 NE 14th Ave ZIP 97212 PHONE 287-7000
EMPLOYER PARIS/CASEY INC
OCCUPATION Partner in Consulting & TRAINING Company
OPTIONAL: Age 59 Sex F
African American Native American Hispanic
Asian/Pacific White Other

ARE YOU A RESIDENT OF MULTNOMAH COUNTY? YES NO

AREAS OF INTEREST:

Human Services Youth
Justice Services Aging
Environmental Services Health
Facilities, transportation General government
Other

VOLUNTEER/BOARD/COMMITTEE EXPERIENCE Wankouder Women's Resource Center (1976); CHAIR, ARNOLD Neighborhood Assn. 1981-82. (Wankouder) Vice Chair the year before.

OTHER RELEVANT EXPERIENCE I've been consulting & training in business & government agencies in the area of communication & management since 1979

PLEASE LIST NAME, ADDRESS AND TELEPHONE NUMBERS OF TWO REFERENCES:

- Lisa SINDONA, 2682 SW Tabor Rd, 97221 Hi 248-9561
- Phyllis YEE, 23 Boundary St, 97201 Hi 224-8286

WOULD YOU HAVE A POTENTIAL CONFLICT OF INTEREST RELATIVE TO ANY COUNTY DEPARTMENT? NO

SIGNATURE [Signature] DATE 10/7/96

Please return to: Office of Citizen Involvement, 2115 SE Morrison
Portland, Oregon 97214; Phone: 248-3450

Wond

MEETING DATE: JAN 30 1997

AGENDA #: C-4

ESTIMATED START TIME: 9:30

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Appointments to Citizen Advisory Boards & Commissions

BOARD BRIEFING:

DATE REQUESTED:

REQUESTED BY:

AMOUNT OF TIME NEEDED:

REGULAR MEETING:

DATE REQUESTED: 1/30/97

AMOUNT OF TIME NEEDED: Consent Agenda

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:

Appointments to Sheriff's Office Citizen Budget Advisory Committee:

Ryan Kragero, Position #4

Term Ending 9/30/99

Mary Uleman, Position #3

Term Ending 9/30/99

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Beverly Steind

(OR)

DEPARTMENT

MANAGER: _____

BOARD OF
COUNTY COMMISSIONERS
97 JAN 21 PM 1:40
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 CITIZEN INVOLVEMENT COMMITTEE
CBAC INTEREST FORM

Shuffo Conc

NAME Ryan Kragero
HOME ADDRESS 1535 NW Wallula Gresham, OR ZIP 97030 PHONE 669-1026
EMPLOYER Lowell's Print Inn

OCCUPATION Production / Purchasing manager

OPTIONAL: Age 24 Sex M
African American Native American Hispanic
Asian/Pacific White Other

ARE YOU A RESIDENT OF MULTNOMAH COUNTY? YES NO

AREAS OF INTEREST:

Human Services #3
Justice Services #1
Environmental Services #2
Facilities, transportation
Other Budgets
Youth
Aging
Health
General government #4

VOLUNTEER/BOARD/COMMITTEE EXPERIENCE Gresham Civic Neighborhood Steering Committee; Gresham Housing Policy Task Force, Chair of Gresham's Citizen Involvement Committee; Chair NW Gresham Neighborhood
OTHER RELEVANT EXPERIENCE Legislative Asst. for House majority Leader

PLEASE LIST NAME, ADDRESS AND TELEPHONE NUMBERS OF TWO REFERENCES:

- Kay Foetisch, 1333 NW Eastman Parkway Gresham, OR 97030 618-253
- Lance Kunkel, 9955 SE Washington Portland, OR 752-1166

WOULD YOU HAVE A POTENTIAL CONFLICT OF INTEREST RELATIVE TO ANY COUNTY DEPARTMENT? NO

SIGNATURE Ryan D. Kragero DATE 11-21-96

Please return to: Office of Citizen Involvement, 2115 SE Morrison Portland, Oregon 97214; Phone: 248-3450

MCSO

MULTNOMAH COUNTY CITIZEN INVOLVEMENT COMMITTEE
CBAC INTEREST FORM

2. 4/16/00

NAME Mary Uleman

HOME ADDRESS 1523 SE 162nd Sp 16 ZIP 97233 PHONE # 253-0673

EMPLOYER Retired

OCCUPATION —

OPTIONAL: Age 69 sex F
African American — Native American — Hispanic —
Asian/Pacific — White X Other —

ARE YOU A RESIDENT OF MULTNOMAH COUNTY? YES X NO —

AREAS OF INTEREST:
Human Services — Youth —
Justice Services X Aging —
Environmental Services — Health —
Facilities, transportation — General government Shiriff
Other —

VOLUNTEER/BOARD/COMMITTEE EXPERIENCE 2 yrs KATU, Rockwood/STATE
Grange, Mult Co Fair, Loaves & Fishes.

OTHER RELEVANT EXPERIENCE
—
—

PLEASE LIST NAME, ADDRESS AND TELEPHONE NUMBERS OF TWO REFERENCES:

1. Ed Teach out - Katu
2. Rose Knight Sears cashier 771-6734

WOULD YOU HAVE A POTENTIAL CONFLICT OF INTEREST RELATIVE TO ANY COUNTY DEPARTMENT? NO No Thursday eve mtgs.

SIGNATURE X DATE —

Please return to: Office of Citizen Involvement, 2115 SE Morrison
Portland, Oregon 97214; Phone: 248-3450

MEETING DATE: JAN 30 1997

AGENDA #: C-5

ESTIMATED START TIME: 9:30

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Appointments to Citizen Advisory Boards & Commissions

BOARD BRIEFING:

DATE REQUESTED:

REQUESTED BY:

AMOUNT OF TIME NEEDED:

REGULAR MEETING:

DATE REQUESTED: 1/30/97

AMOUNT OF TIME NEEDED: Consent Agenda

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:

Appointments to Department of Support Services Citizen Budget Advisory Committee:

Bob Boyer, Position #1

Term Ending 9/30/99

Laura Shearmire, Position #2

Term Ending 9/30/99

Christian Camp, Position #4

Term Ending 9/30/98

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Beverly Steind

(OR)

DEPARTMENT

MANAGER:

BOARD OF
COUNTY COMMISSIONERS
97 JAN 21 PM 1:40
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 CITIZEN INVOLVEMENT COMMITTEE
CBAC INTEREST FORM

NAME Bob Boyer
HOME ADDRESS 3236 N.E. Liberty Ct. ZIP 97211 PHONE 503-916-5835
EMPLOYER PPS PHONE 284-1044

OCCUPATION _____

OPTIONAL: Age 57 Sex Male
African American Native American _____ Hispanic _____
Asian/Pacific _____ White _____ Other _____

ARE YOU A RESIDENT OF MULTNOMAH COUNTY? YES NO _____

AREAS OF INTEREST:

Human Services Youth _____
Justice Services Aging _____
Environmental Services _____ Health _____
Facilities, transportation _____ General government _____
Other _____

VOLUNTEER/BOARD/COMMITTEE EXPERIENCE Northeast Coalition Chair
Oregon State Senate Dist #8

OTHER RELEVANT EXPERIENCE _____

PLEASE LIST NAME, ADDRESS AND TELEPHONE NUMBERS OF TWO REFERENCES:

- Mayor of Portland
- Mult. Co. Chair

WOULD YOU HAVE A POTENTIAL CONFLICT OF INTEREST RELATIVE TO ANY COUNTY DEPARTMENT? _____

SIGNATURE Robert W. Boyer DATE 12/5/96

Please return to: Office of Citizen Involvement, 2115 SE Morrison
Portland, Oregon 97214; Phone: 248-3450

DSS

MULTNOMAH COUNTY CITIZEN INVOLVEMENT COMMITTEE
CBAC INTEREST FORM

NAME Laura Shearmire

HOME ADDRESS 827 NE Sumner Portland ZIP 97211 PHONE 335-0529

EMPLOYER US Bancorp WK 275-6316

OCCUPATION Family Medical Leave Administrator

OPTIONAL: Age 26 Sex F
African American _____ Native American _____ Hispanic _____
Asian/Pacific _____ White _____ Other _____

ARE YOU A RESIDENT OF MULTNOMAH COUNTY? YES _____ NO _____

AREAS OF INTEREST:
Human Services _____ ✓ Youth _____
Justice Services _____ ✓ Aging _____
Environmental Services _____ Health _____
Facilities, transportation _____ General government _____
Other _____ Interested in all of the above, but primarily in Justice Services and Human Services.

VOLUNTEER/BOARD/COMMITTEE EXPERIENCE Chairperson of the Walnut Park Community Committee, Volunteer through King Neighborhood Assoc.

OTHER RELEVANT EXPERIENCE _____

PLEASE LIST NAME, ADDRESS AND TELEPHONE NUMBERS OF TWO REFERENCES:

1. Pat Smith 442 NE Sumner Portland 97211 282-5914

2. Percy Winters, Jr 5041 NE 114th Portland 97211 206-9835

WOULD YOU HAVE A POTENTIAL CONFLICT OF INTEREST RELATIVE TO ANY COUNTY DEPARTMENT? No

SIGNATURE Laura Shearmire DATE 9/6/96

Please return to: Office of Citizen Involvement, 2115 SE Morrison
Portland, Oregon 97214; Phone: 248-3450

A2
DSS

MULTNOMAH COUNTY CITIZEN INVOLVEMENT COMMITTEE
CBAC INTEREST FORM

NAME CHRISTIAN CAMP

HOME ADDRESS 515 NW SALTZMAN RD., #793 ZIP 97229 PHONE 291-1329

EMPLOYER THE URBAN LEAGUE OF PORTLAND

OCCUPATION DIRECTOR OF EMPLOYMENT SERVICES

OPTIONAL: Age 29 Sex MALE
African American X Native American _____ Hispanic _____
Asian/Pacific _____ White _____ Other _____

ARE YOU A RESIDENT OF MULTNOMAH COUNTY? YES X NO _____

AREAS OF INTEREST:
Human Services _____ X Youth _____ X
Justice Services _____ X Aging _____
Environmental Services _____ X Health _____
Facilities, transportation _____ General government _____
Other _____

VOLUNTEER/BOARD/COMMITTEE EXPERIENCE OREGON COUNCIL OF CIVIL RIGHTS

ECONOMIC DEVELOPMENT ALLIANCE, CHILDREN FIRST

OTHER RELEVANT EXPERIENCE B.S. IN PSYCHOLOGY, CERTIFIED HUMAN RESOURCE

MANAGEMENT

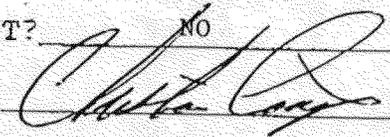
PLEASE LIST NAME, ADDRESS AND TELEPHONE NUMBERS OF TWO REFERENCES:

1. KEN WOLFE 257-8766

2. DAVID SABIN 797-0234

WOULD YOU HAVE A POTENTIAL CONFLICT OF INTEREST RELATIVE TO ANY COUNTY

DEPARTMENT? NO

SIGNATURE  DATE _____

Please return to: Office of Citizen Involvement, 2115 SE Morrison
Portland, Oregon 97214; Phone: 248-3450

MEETING DATE: January 30, 1997
AGENDA #: C-6
ESTIMATED START TIME: 9:30 a.m.

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Resolution Assigning Board of County Commissioners Liaison Roles

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

REGULAR MEETING: DATE REQUESTED: Thursday, January 30, 1997
AMOUNT OF TIME NEEDED: Consent Calendar

DEPARTMENT: Non-Departmental DIVISION: Chair Beverly Stein

CONTACT: Maria Rojo TELEPHONE #: 248-3955
BLDG/ROOM #: 106/1515

PERSON(S) MAKING PRESENTATION: Chair Beverly Stein

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

SUGGESTED AGENDA TITLE:

**RESOLUTION Assigning Board of County Commissioners
Liaison Roles and Repealing Resolution 96-185**

1/30/97 COPIES TO CHAIR & BOARD STAFF & ELECTEDS &
DEPARTMENT HEADS

SIGNATURES REQUIRED:

ELECTED
OFFICIAL: _____
(OR)
DEPARTMENT
MANAGER: _____

Beverly Stein

BOARD OF
COUNTY COMMISSIONERS
97 JAN 23 PM 8:22
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

Assigning Board of County Commissioners) RESOLUTION
Liaison Roles and Repealing Resolution 96-185) 97-11

WHEREAS, the Chair, the Board of County Commissioners and the Department Directors desire to formalize their liaison roles as a method of keeping informed about policy issues; and

WHEREAS, the role of a liaison Commissioner is to help create a team relationship among the Chair, the liaison Commissioner and the Department Director; to develop in-depth knowledge of their liaison departments and citizen advisory groups in order to serve as resources by communicating with the Chair and the Board; to accept responsibility for external advocacy efforts on specific issues or with specific issues or with specific jurisdictions; and

WHEREAS, the general oversight role of the Commissioners will continue to be carried out via liaison meetings between the Chair, the Department Director and liaison Commissioner every four to six weeks to discuss policy issues, action plans, emerging policy issues and proposals which will need Board attention or Chair involvement, discussing "hot" issues, identifying issues for Board briefings, ordinances and resolutions, budget review and contingency requests, updates on performance trends, key results and action plans as requested by Commissioners and Department Directors, updates on Benchmarks, and budget decisions and budget notes; now therefore

IT IS HEREBY RESOLVED that Resolution 96-185 is repealed and the Multnomah County department liaison Commissioner assignments are formally acknowledged as follows:

District 1 - Dan Saltzman
Aging Services
Health

District 2 - Gary Hansen
Community & Family Services
Environmental Services

District 3 - Tanya Collier
Library Services
Sheriff's Office

District 4 - Sharron Kelley
District Attorney
Juvenile & Adult Community Justice

Chair - Beverly Stein
Support Services



DATED this 30th day of January, 1997.

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

Beverly Stein, Chair

REVIEWED:

LAURENCE KRESSEL, COUNTY COUNSEL
MULTNOMAH COUNTY, OREGON

Sandra N. Duffy, Chief Assistant County Counsel



CASE NAME: Bonny Slope School

NUMBER: CS 3-96

1. Applicant Name/Address

Dull Olson Weekes Architects, Carl Bean
319 SW Washington Street, Suite 200
Portland, OR 97204

2. Action Requested by Applicant

Approval of a Conditional Use Permit for Community Service Use to Convert an existing building into a small alternative middle school for use by the Washington County Education Service District in the Rural Residential zoning district.

3. Planning Staff Recommendation

Staff recommended approval of the application subject to conditions of approval.

4. Hearings Officer Decision

Approved the applicant's request subject to the conditions of approval.

5. If recommendation and decision are different, why?

Action Requested of Board
[checked] Affirm Hearings Officer Dec.
[] Hearing/Rehearing
Scope of Review
On the record
[] De Novo
[] New information allowed

ISSUES
(who raised them?)

6. The following issues were raised:

The school district's representative proposed at hearing to modify the requested number of students from 30-60 students to a larger number of individuals. Information submitted by the applicant indicated that as many as 70 students might attend the school. The Hearings Officer modified Condition #2 to allow a maximum of 70 students to attend the school on a single day.

In addition, the application stated that no physical education classes would be held at the school. The district representative requested that PE classes be allowed. The Hearings Officer found that the applicant is bound by the representations made in the application and conditioned that no physical education classes, shower or after-school sports activities may be provided on the subject property.

7. Do any of these issues have policy implications? Explain: None identified at this time.

MULTNOMAH COUNTY, OREGON

DECISION OF LAND USE HEARINGS OFFICER

Case File: CS 3-96

Proposed Action(s) and Use(s): Conditional Use Permit for Community Service School Use

Matter Appealed: November 20, 1996 Decision of Planning Director Denying MC 3-96

Location of Property: 10351 NW Thompson Road, Portland, Oregon

Zoning Designation: Rural Residential (RR)

Plan Designation: Rural Residential

Site Size: 3.83 acres

Applicant: Dull Olson Weekes Architects, Carl Bean
319 SW Washington St. Suite 200
Portland, Oregon 97204

Owner: Beaverton School District
16650 SW Merlo Road
Beaverton, OR 97006

Hearings Officer: Liz Fancher

I. DECISION

The Hearings Officer hereby **APPROVES** the Applicant's request for a conditional use permit for a community service use, as outlined in the Applicant's application and subject to the conditions of approval contained in Section II of this decision. This approval is based upon the findings of fact and conclusions of law contained in the Staff Report prepared by Lisa Estrin for CS 3-96, as modified by the findings and conclusions contained in this decision.

II. CONDITIONS OF APPROVAL

1. Approval of this use shall expire two years from the date of this decision unless substantial development or utilization has taken place in accordance with MCC 11.15.7010(C).
2. Approval is granted for the use described in the land use application. Any substantial change in the use shall require a new Community Service Use review and conditional use permit. The school use approved is for a school of approximately 60 students. In no event, may the number of students served by the school during any one day exceed 70 students. Further, no physical education classes, shower or after-school sports activities may be provided on the subject property.
3. Students attending the school shall be transported to the school facility by district bus.
4. Approval is granted upon the condition that the Owner apply for and obtain Multnomah County Design Review approval for the proposed use, prior to issuance of any building permit or use of the subject property for "at risk" students. During such review, the Owner shall demonstrate that the proposed site design complies with Comprehensive Plan Policy #14
5. As part of design review, the applicant shall develop and submit an on-site drainage system to manage the run-off from the paved areas and building roofs. The system shall utilize a french drain system, drainage swale or other on-site drainage system approved by the Planning and Building Departments.
6. As a part of final Design Review, the Bonny Slope School shall develop, submit and obtain approval of an on-site parking and circulation plan that complies with the County code (particularly MCC 11.15.6100-.6148) and which reduces any hazardous conditions caused by vehicular/pedestrian conflicts.
7. Prior to final Design Review, the School District shall show compliance with required sight distances for driveways and shall modify the site plan to show the dedications and physical improvements required within the abutting public street right-of-way, as determined necessary by the County Engineer.
8. Prior to issuance of a building permit, the School District shall show compliance with all dedication requirements or in-lieu of fees required by the County Engineer. Those fees and requirements shall be determined and imposed by the County as a part of the Design Review process.

9. The School District shall comply with the on-site septic system requirements of the City of Portland Sanitation Permits section and shall obtain an alteration permit prior to occupancy of the property for the approved use.

III. EXHIBITS

A Applicant Submittals

- A1 Multnomah County General Application, 9/10/96
- A2 Applicant Response to Approval Criteria, 8/7/96
- A3 Hillside Development Form -1
By Foster Geotechnical PC, November 15, 1996
- A4 Aerial Photo
- A5 Site Plan

B Multnomah County Code

- B1 11.15.2202, RR
- B2 11.14.7004, Community Service

C Notification Information

- C1 Preapplication notice 10/26/95 for PA 20-95
- C2 Affidavit of Posting 12/6/96
- C3 Notice of Hearing 11/27/96
- C4 Mailing list for 11/27/96 Notice

D Written Public Comments - None

E Service Provider Forms

- E1 Fire District Review
- E2 Police Service Review
- E3 School District Review
- E4 Certificate of Water Service
- E5 Certification of Private On-Site Sewage Disposal
- E6 Authorization Notice for Connection to an Existing Subsurface System
- E7 Authorization Notice for Bonny Slope School 10/22/96

F Staff Reports

- F1 Report for 12/18/96 Hearing

IV. FINDINGS AND CONCLUSIONS

The Hearings Officer makes the following additional findings of fact and conclusions of law to support her decision to approve the above-referenced land use application and to impose the conditions of approval listed above:

1. **Comprehensive Plan Policies**

Not all comprehensive plan policies serve as approval criteria for plan amendment and zone change applications. Some plan policies direct local government legislation, rather than guide the course of quasi-judicial plan and zoning ordinance amendments. As a result, each plan policy must be reviewed to determine whether the a policy is intended to serve as an approval criterion for a particular land use application. *Stewart v. City of Brookings*, ___ Or LUBA ___ (LUBA No. 96-001, June 27, 1996); *Ellison v. Clackamas County*, 28 Or LUBA 521, 525 (1995); *Tektronix, Inc. v. City of Beaverton*, 18 Or LUBA 473, 489 (1989); *Standard Insurance Co. v. Washington County*, 16 Or LUBA 30, 34, 38 (1987); *Citizens for Better Transit v. Metro Service District*, 15 Or LUBA 482, 487 (1987). The Hearings Officer, therefore, has reviewed the Plan policies cited in the Staff Report to determine which are approval criteria for this application. The Hearings Officer has also made findings of compliance with Plan policies below, for provisions of Plan policies which require such findings.

- A. Policy #8 is not an approval criterion for review of this application as it provides direction to Multnomah County regarding the County's selection of areas for rural residential development, not to the siting of community services in rural residential areas.
- B. Parts A-D of Policy 13 are not approval criteria for this conditional use application. Those parts of the policy guide County actions regarding air, noise and water quality matters but do not contain approval criteria. The second full, unnumbered paragraph of Policy 13 is an approval criterion for quasi-judicial land use applications. The section does not, however, apply to the proposed use because the proposed use is not located in a noise impacted area and the proposed use is not a "noise generator," as such term is defined by County land use regulations.
- C. Policy #14 applies to development of the subject property. This policy must be considered during the design review process for the subject property when development activities are being reviewed. Compliance with Policy #14 has been required as a condition of approval of this application.
- D. Policy #19 directs the County to adopt and apply a design review process to land development. Policy #19 is not, however, a policy which serves as an approval

criterion for this land use application. The County has complied with this policy by adopting an ordinance to require the Applicant to obtain design review approval for site improvements.

- E. The Hearings Officer has considered the factors listed in Policy #22 prior to approving this land use application, as required by Policy #22.
- F. Policy #23 is a direction to the County and is not an approval criterion for this land use application. The approval of this application will, however, further the aims of this policy.
- G. This decision imposes a condition of approval requiring compliance with County sight distance standards for all school accesses to Thompson Road. The imposition of this condition will assure that the proposed use will comply with Policy #31H. Policy #31H requires the County to restrict the siting of community facilities in locations where site access would cause dangerous intersections. As Thompson Road curves and winds around the subject property and portions of the school site are heavily wooded, sight distance may be a problem at the school road entrances.
- H. Subsection B of Policy #37 is met by the Applicant as the Applicant has established that the proposed use is connected to a public water system and that approval of an on-site subsurface sewage disposal system can be obtained for the site from agencies authorized to enforce DEQ regulations. Approval of this application has also been conditioned upon approval of an alteration permit, as outlined in Exhibit E7 to assure compliance with Plan Policy #37.
- I. Compliance with subsections F and G of Policy #37 has been established by the Applicant and County staff. The County's water drainage permit process will assure that all run-off will be contained on site or by adequate, County approved methods. The County's regulations will prevent run-off from the site from adversely affecting the water quality in adjacent streams, ponds, lakes or from altering the drainage of water onto adjacent lands by containing the water on site.
- J. The Applicant has also established that there is an adequate energy supply to handle the levels of use projected by the Plan and that communications facilities are available, as required by Policy #37 H & I.
- K. Subsection A of Policy 40 does not require dedication of bicycle or pedestrian paths as no such paths are designated for the subject property and its surrounding area by the Bicycle Corridor Capital Improvements Program and Map. Subsection B of Policy 40 does not apply to this application as the proposed use is not a commercial, industrial or multiple family development. Subsection C of

Policy #40 does not require the installation of bicycle parking facilities as students will be bussed to the school site from distant locations, from which bicycle riding is not a viable transportation option.

2. The Applicant has objected to the staff report's condition of approval #2 which limits school occupancy to 60 students. The Applicant requested approval of a school use which will serve from 30 to approximately 60 students. Information submitted by the applicant in support of the application indicates that as many as 70 students might attend and occupy the Bonny Slope School (Exhibit E7) and it is this number of students which was considered by the City of Portland's Bureau of Buildings when it reviewed and commented upon the septic feasibility of the school site. At the hearing, the Applicant indicated that the District would like to serve as many as 70-75 students at the site.

Oregon Land Use Board of Appeals decisions hold that an applicant is bound by the representations it makes in the land use process which are relevant to approval criteria, even if compliance with the applicant's representations is not required by conditions of approval. *Wilson Park Neighborhood Assn. v. City of Portland*, 27 Or LUBA 106, remanded on other grounds, 129 Or App 33 (1994); *Perry v. Yamhill County*, 26 Or LUBA 73, aff'd 125 Or App 588 (1993); *Friends of the Metolius v. Jefferson County*, 25 Or LUBA 411 (1993). The Applicant's representations about a use are used by the County to determine whether a use complies with all relevant County land use approval criteria and for giving notice to project neighbors. As a result, land use approval is limited to the use proposed by the Applicant in its application, not some more intensive use, which may be allowed by the Hearings Officer. The size of the student population is critical in reviewing the impact of the proposed use on public infrastructure and upon sewage and other utility facilities.

The fact that the application for the school use indicated that a maximum of *approximately* 60 students would be served by the school indicates to the Hearings Officer that some number of students, over and above 60, might be accommodated on the school site. The Hearings Officer finds that the phrase "approximately" 60 could be read broadly to allow as many as, but no more than, 70 students at the school, the number of students the District told the City's Environmental Soils Specialist would be located at the school (Exhibit E7). Condition of approval #2 has been revised accordingly.

3. The application indicates that there will be no physical education classes or after school sports offered at the school. This fact is relevant to approval of the application as it was relied upon by Jason Abraham, Environmental Soils Specialist, in rendering his decision that the school site could handle its own septic disposal needs on site. As such, the Hearings Officer revised condition of approval #2 to prohibit such activities unless a new land use approval is obtained from the County.

Dated and signed this 7th day of January, 1996.

A handwritten signature in cursive script, appearing to read "Liz Fancher". The signature is written in black ink and is positioned above a horizontal line.

Liz Fancher, Multnomah County Hearings Officer

RECEIVED

97 JAN 27 PM 2:54

DULL OLSON WEEKES ARCHITECTS
MULTNOMAH COUNTY
PLANNING SECTION

BOARD OF
COUNTY COMMISSIONERS
97 JAN 29 PM 12:56
MULTNOMAH COUNTY
OREGON

January 27, 1997

Lisa Estrin, Planner
Multnomah County
Department of Environmental Services
2115 SE Morrison Street
Portland, OR 97214

RE: Case File CS 3-96
Bonny Slope School

Dear Ms. Estrin:

Please accept this letter with attached form as our request for review of the above referenced Conditional Use Permit.

Based upon the written conditions, it appears there is confusion about the School Districts intended use of the site for Physical Fitness activities. When the application was originally written and submitted, the School District had indicated that no organized P.E. activities would take place during school hours. As Mr. Bud Moore explained during the hearing, the District does in fact need to have use of the building and site for fitness activities for the students. These activities are limited in nature, but are required by state law to be in conformance with Education Dept. Standards. The impact on the neighborhood will be minimal. It appears that the conditions of approval would not allow these activities to take place at the site.

It appears reading the findings that a concern has been addressed by Jason Abraham about discharge of water from showers into the septic system. In fact, the school does not have showers, and shower facilities are not part of the remodel project. The students will not be taking showers as part of their fitness activity requirement.

I hope this clarifies the issue. Please contact me with questions. Anything that can be done to expedite this matter would be appreciated so construction can be completed in time for occupancy for the fall of '97 school year in September.

Sincerely,
Dull Olson Weekes Architects


Carl Bean
Project Manager



DEPARTMENT OF ENVIRONMENTAL SERVICES
 DIVISION OF PLANNING AND DEVELOPMENT
 2115 SE MORRISON STREET
 PORTLAND, OREGON 97214 (503) 248-3043

Case File: CS 3-96

NOTICE OF REVIEW

11#	500.00
ZONING	500.00
TOTAL	1/27/97
0000-001	3:58PM
5419 800	

- Name: Dull Olson Weekes Architects, Carl Bean
- Address: 319 ^{Last} SW Washington ^{Middle} #200, Portland ^{First} OR 97204
- Telephone: (503) 726-6950

- If serving as a representative of other persons, list their names and addresses:
Bud Moore
Beaverton School District
16650 SW Menlo Rd.
Beaverton, OR 97006

- What is the decision you wish reviewed (e.g., denial of a zone change, approval of a subdivision, etc.)?

Conditional Use Permit for Community Service School Use

- The decision was announced by the Planning Commission on 1-15, 1997

- On what grounds do you claim status as a party pursuant to MCC 11.15.8225?

I am the applicant representing the
E.S.D. and Beaverton School District.

PLANNING SECTION
MULTNOMAH COUNTY

97 JAN 27 PM 2:54

RECEIVED

MEETING DATE: JAN 30 1997

AGENDA NO: C-8

ESTIMATED START TIME: 9:30

(Above space for Board Clerk's Use Only)

AGENDA PLACEMENT FORM

SUBJECT:

BOARD BRIEFING

Date Requested: _____
Requested By: _____
Amount of Time Needed: _____

REGULAR MEETING

Date Requested: _____
Amount of Time Needed: Consent

DEPARTMENT: Community and Family Services
CONTACT: Lorenzo Poe/ Rey España

DIVISION: _____
TELEPHONE: 248-3691
BLDG/ROOM: B166/7th

PERSON(S) MAKING PRESENTATION: Lorenzo Poe/Rey España

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

SUGGESTED AGENDA TITLE

Intergovernmental Agreement with City of Portland, Energy Office, for Block-By-Block Weatherization Program.

2/3/97 ORIGINALS TO CHRIS WHITE

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____
OR
DEPARTMENT MANAGER: Lorenzo Poe mub

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
97 JAN 17 PM 4:14



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 mcs*
Department of Community and Family Services

DATE: January 7, 1997

SUBJECT: Intergovernmental Revenue Agreement with City of Portland, Energy Office

I. Recommendation/Action Requested: The Department of Community and Family Services recommends Board of County Commissioner approval of this intergovernmental revenue agreement with City of Portland, Energy Office, for the period October 1, 1996 through September 30, 1997.

This agreement is retroactive to October 1, 1996 as it was not received by the Department until late December 1996.

II. Background/Analysis: The Department of Community and Family Services has received an annual renewal revenue contract from the City of Portland, Energy Office, which funds Block-By-Block weatherization services for low income residents of City-designated neighborhoods. The Department's Community Action/Weatherization Program staff conduct these block-by-block services.

III. Financial Impact: This revenue contract is for \$120,000. Funds are already included in the County budget. This agreement also provides for an additional \$56,000 available through rebates and administrative reimbursements from utilities and State weatherization programs for work performed.

IV. Legal Issues: None

V. Controversial Issues: None

VI. Link to Current County Policies: The weatherization services support County policies to make housing affordable to low income people and to promote healthy, stable communities by improving the housing stock.

VII. Citizen Participation: The County's Weatherization Program is under the jurisdiction of the Community Action Commission.

VIII. Other Government Participation: This revenue contract reflects a longstanding cooperative relationship between the City's Energy Office and the County's Low Income Weatherization Program, to make the best use of available resources.

INTERGOVERNMENTAL AGREEMENT

This Agreement for Services (Agreement) is between the CITY OF PORTLAND, OREGON (City) and MULTNOMAH COUNTY DEPARTMENT OF COMMUNITY AND FAMILY SERVICES, OFFICE FOR COMMUNITY ACTION AND DEVELOPMENT (OCAD) (Contractor).

RECITALS:

The purpose of this Agreement is to assist the Portland Energy Office with implementation of the 1996-97 Block-By-Block (BBB) Weatherization Program by providing energy audits, blower door test, weatherization, air leakage control, and inspection services for qualified homes and also to apply for and collect weatherization rebates resulting from the work performed, in accordance with this Agreement.

AGREEMENT:

1. SCOPE OF CONTRACTOR SERVICES

- (a) The Contractor shall provide services specifically to the Energy Office. The Contractor shall provide the City those services set out below:

The Contractor shall provide the services set out in Exhibit A - SCOPE OF WORK, EXHIBIT B - SCHEDULE FOR CONTRACTOR SERVICES, and EXHIBIT C - BUDGET.

- (b) The Contractor shall provide the services set out in subsection (a) above in accordance with the schedule set out below:

Refer to Exhibit B - SCHEDULE FOR CONTRACTOR SERVICES.

2. SCOPE OF CITY SERVICES

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

- (1) Provide completed applications from eligible households.
- (2) Make program policy decisions and provide overall program direction. Prioritize energy efficiency measures to be installed, jointly determine audit methodology and cost effective criteria, set budget maximums based on an average cost per job, and set goals for numbers of completed jobs.

- (b) The City shall perform the services set out in subsection (a) above in accordance with the schedule set out below:

- (1) Begin providing completed applications following the first low-income Energy and Environment Fair. A minimum of 160 applications shall be provided by February 1997.
- (2) In conjunction with Exhibit B - SCHEDULE FOR CONTRACTOR SERVICES.

3. COMPENSATION

The City shall pay the Contractor for work performed under this Agreement after the effective date as set out below. The payment shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment, and incidentals necessary to perform the work and services.

The City shall pay Multnomah County Community Action Program Office up to \$120,000 as compensation for these services. The budget is set out in Exhibit C - BUDGET.

4. BILLING AND PAYMENT PROCEDURE

The Contractor's billing and City's payment procedures shall be as set out below:

Billings shall be accompanied by supporting documentation. The City shall pay the billed amount within thirty (30) days provided the project manager has certified the billing and documentation as complete and valid.

5. EFFECTIVE AND TERMINATION DATES

This Agreement shall be effective as of October 1, 1996 and shall terminate as of September 30, 1997.

6. EARLY TERMINATION OF AGREEMENT

- (a) The City and Contractor, by mutual written agreement, may terminate this Agreement at any time.
- (b) This contract may be terminated by either party by 30 days written notice to the other party.
- (c) Either the City or the Contractor may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination, however, the party seeking the termination shall give to the other party written notice of the breach and of the party's intent to terminate. If the party has not entirely cured the breach within fifteen (15) days of the notice, then the party giving the notice may terminate the Agreement at any time thereafter by giving a written notice of termination.

7. PAYMENT ON EARLY TERMINATION

- (a) In the event of termination under subsection 6 (a) or (b) EARLY TERMINATION OF AGREEMENT, hereof, the City shall pay the Contractor for work performed in accordance with the Agreement prior to the termination date.
- (b) In the event of termination under subsection 6 (c), EARLY TERMINATION OF AGREEMENT, hereof, by the Contractor due to a breach by the City, then the City shall pay the Contractor as provided in subsection (a) of this section.

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

8. REMEDIES

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

9. CITY PROJECT MANAGER

- (a) The City Project Manager shall be David Tooze or such other person as shall be designated in writing by the director of the Portland Energy Office.
- (b) The Project Manager is authorized to approve work and billings hereunder, to give notices referred to herein, to terminate this Agreement as provided herein, and to carry out any other City actions referred to herein.

10. COMPLIANCE WITH LAWS

- (a) In connection with its activities under this Agreement, the Contractor shall comply with all applicable federal, state, and local laws and regulations.
- (b) In the event the Contractor provides goods or services to the City in the aggregate in excess of \$2,500 per fiscal year, Contractor agrees it has certified with the City's Equal Employment Opportunity certification process.

11. OREGON LAW AND FORUM

- (a) This Agreement shall be construed according to the law of the State of Oregon.

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

12. MAINTENANCE OF RECORDS

The Contractor shall maintain records on a current basis to support its billings to the City. The City or its authorized representative shall have the authority to inspect, audit, and copy on reasonable notice and from time to time any records of the Contractor regarding its billings or its work hereunder. The Contractor shall retain these records for inspection, audit, and copying for three (3) years from the date of completion or termination of this Agreement. If after three years the Contractor desires to destroy weatherization job files, the Contractor shall notify the Program Manager for transfer to the City.

13. AUDIT OF PAYMENTS

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

14. INDEMNIFICATION

The Contractor agrees to hold and save harmless and defend the City, its officers, agents and employees, against all suits, actions or claims of any character arising out of the acts or omissions of the Contractor, or its officers, agents or employees, in carrying out the terms of this agreement, subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 et seq., and the Oregon Constitution, Article XI, Section 9.

The City agrees to hold and save harmless and defend the Contractor, its officers, agents and employees, against all suits, actions or claims of any character arising out of the acts or omissions of the City, or its officers, agents or employees, in carrying out the terms of this agreement, subject to the limitations and conditions of the Oregon Tort Act, ORS 30.260 et seq., and the Oregon Constitution, Article XI, Section 9.

15. LIABILITY INSURANCE

- (a) The Contractor shall maintain public liability and property damage insurance that protects the Contractor and the City and its officers, agents, and employees from any and all claims, demands, actions, and suits for damage to property or personal injury, including death, arising from the Contractor's work under this Agreement. The insurance shall provide coverage for not less than \$200,000 for personal injury to each person, \$500,000 for each occurrence, and \$500,000 for each occurrence involving property damages; or a single limit policy of not less than \$500,000 covering all claims per occurrence. The limits of the insurance shall be subject to statutory changes as to maximum limits of liability imposed on municipalities of the State of Oregon during the term of the Agreement.
- (b) In the alternative to maintaining public liability and property damage insurance, Contractor may self-insure. The Contractor's self-insurance shall provide the same amount of protection for the Contractor and the City, its officers, agents and employees as otherwise required under this section. The Contractor shall provide the City with a statement regarding the status of its self-insurance program.

16. WORKERS' COMPENSATION INSURANCE

The Contractor, 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. The Contractor further agrees to maintain workers' compensation insurance coverage for the duration of this Agreement.

17. SUBCONTRACTING

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

18. ASSIGNMENT

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

19. INDEPENDENT CONTRACTOR STATUS

- (a) The Contractor is engaged as an independent contractor and will be responsible for any federal, state, and local taxes and fees applicable to payments hereunder.
- (b) The Contractor, its subcontractors, and their employees, are not employees of the City and are not eligible for any benefits through the City, including without limitation federal social security, health benefits, workers' compensation, unemployment compensation, and retirement benefits.

20. BREACH OF AGREEMENT

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

21. OWNERSHIP OF DOCUMENTS

- (a) All work the Contractor performs under this Agreement shall be considered work made for hire, and shall be the property of the City. The City shall own any and all data, documents, plans, copyrights, specifications, working papers, and any other materials the Contractor produces in connection with this Agreement. On completion or termination of the Agreement, the Contractor shall deliver these materials to the Project Manager.
- (b) The Contractor may retain for its own use and at its own cost copies of the materials referred to in subsection (a) of this section, subject to the following exceptions:

None
- (c) Any use the City makes of the materials referred to in subsection (a) of this section, except for purposes of the work contemplated by this Agreement, shall be at the City's risk.

22. NOTICE

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

If to the City: Portland Energy Office
 1211 S.W. Fifth Avenue, Suite 1170
 Portland, Oregon 97204

If to the Contractor: Multnomah County
 Dept. of Community and Family Services
 Office for Community Action and Development
 421 SW 6th Avenue, Suite 500
 Portland, Oregon 97204

23. SEVERABILITY

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

24. AMENDMENTS

- (a) The City and the Contractor may amend this Agreement at any time only by written amendment executed by the City and the Contractor. Unless otherwise provided, any amendment that increases the amount of compensation payable to the Contractor must be approved by ordinance of the City Council. If authorized by the City Council, the Project Manager may agree to and execute any other amendment on behalf of the City.
- (b) Any change in the Scope of Contractor Services shall be deemed an amendment subject to subsection (a).

25. PROGRESS REPORTS

The Contractor shall provide monthly progress reports to the Project Manager. Each progress report shall contain the following information:

For the reporting month and year-to-date report: (1) the number of houses audited, (2) the number of houses having had air infiltration work, (3) the number of houses having a major measure installed, (4) the cost of air infiltration and insulation, (5) the contractor, (6) the serving utility, (7) rebates applied for, and (8) rebates received.

26. INTEGRATION

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

27. NON-WAIVER

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

28. PROHIBITED INTEREST

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

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

29. PAYMENTS TO VENDORS AND SUBCONTRACTORS

The Contractor shall pay timely all suppliers, lessors, and contractors providing it services, materials or equipment for carrying out its obligations under this Agreement. The Contractor shall not take or fail to take any action in a manner that causes the City or any materials that the Contractor provides hereunder to be subject to any claim or lien of any person without the City's prior written consent.

30. FUNDS

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

31. COMMENCEMENT OF WORK

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

(a) workers' compensation insurance is obtained, as outlined in section 16, WORKERS' COMPENSATION INSURANCE; and

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

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

32. ADDITIONAL PROVISIONS

None

CONTRACTOR: MULTNOMAH COUNTY, OREGON, DEPARTMENT OF COMMUNITY AND FAMILY SERVICES, OFFICE FOR COMMUNITY ACTION AND DEVELOPMENT.

By: Lolenz Paez
Department of Community and Family Services,
Director

Date: 1/10/97

By: Annely Stein
Multnomah County Chair

Date: January 30, 1997

Reviewed: Multnomah County Counsel

By: Katie Gaetiens
Katie Gaetiens, Assistant County Counsel
APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-8 DATE 1/30/97
DEB. BOGSTAD
BOARD CLERK

Date: 1/17/97

CITY OF PORTLAND

By: _____
Portland City Commissioner

Date: _____

By: _____
BARBARA CLARK
City Auditor

Date: _____

Approved as to form:

By: _____
City Attorney

Date: _____

Exhibit A

Multnomah County
Department of Community and Family Services
Office for Community Action and Development (OCAD)

BLOCK-BY-BLOCK WEATHERIZATION PROGRAM 1996-97

SCOPE OF CONTRACTOR SERVICES

Introduction

The Block-By-Block (BBB) Weatherization Program is a City funded, neighborhood-based conservation program providing free house tightening and insulation work in low income homes. This program will be marketed to lower income households by partnering with neighborhood associations and neighborhood coalition offices.

Two "Fix-it Fairs" will be held (in November and January) to help residents learn about a variety of home improvement topics including energy savings, home security, home repair and improvement, fire safety, water conservation and other fix-it subjects. Do-it-yourself weatherization kits will be distributed at energy efficiency workshops offered at the fair. Qualifying lower income households can sign-up for free insulation services through Block-By-Block. These residents will receive in-home education and an energy audit to identify cost effective weatherization work which is installed licensed contractors or Multnomah County staff.

Multnomah County, Department of Community and Family Services, Office for Community Action and Development (OCAD) will perform energy audits to identify the work to be performed and select, schedule and pay contractors to perform the work. OCAD will provide in-home energy education and follow-up, job inspections, and submit applications for utility and state weatherization rebates.

The contractor shall perform the following.

1. Receive Block-By-Block application from the Energy Office, entering names into a client database. The Energy Office will deliver a minimum of 160 qualified participant names. If during the contract period, it appears that additional qualified enrollments will be needed to meet the 125 weatherized homes goal, OCAD will notify the Energy Office.
2. Provide qualified Energy Auditors sufficient to complete energy audits in a timely manner. Auditor availability should run from September 1 to through June 1997.
3. Contact each BBB participant to schedule and perform a "Home Energy Visit" on each home enrolled. The "Home Energy Visit" has two major components, including A) a weatherization audit, and B) in-home energy education.

A. Weatherization Audit.

- (1) This weatherization/energy audit shall be a "short form" assessment with a level of detail to meet minimum requirements of the BBB audit approved for use by State of Oregon and utility programs. Audit methodology, procedures and priority of measures will be jointly agreed upon by OCAD and the Energy Office. The weatherization program WXEOR is pre-approved for use by OCAD on BBB jobs.

The purpose of the audit is to prioritize and identify the most cost effective insulation and/or oil furnace measures to be installed, keeping in mind that the objective of BBB is to provide one major conservation measure and air infiltration work at a job cost of about \$900. OCAD and the Energy Office have jointly created a priority list stating which measures will be recommended and under which circumstances. The priority list will be revised as needed.

- (2) When a natural gas or oil furnace is present, perform an efficiency test determining net exhaust gas temperature, smoke spot, O₂ and CO percentages, and steady state furnace efficiency. Also perform a combustion safety test. The auditor shall include in the audit report their recommendation to (a) tune the furnace, (b) install a flame retention burner and/or fire box liner, (c) power vacuum the fire box, (d) clean the oil tank, (e) refer this customer to OCAD's program for furnace replacement if eligible and if funds are available, or (f) recommend no action. Furnace tune-ups will be offered along with one insulation measure. Oil burner replacement will be considered a major measure by itself.
- (3) Perform a blower door air leakage test, recording the results, and identifying major infiltration points to be sealed by a subcontractor, or County staff, if an insulation measure is installed.
- (4) Recognizing (a) that many BBB households are also eligible for services under federally funded weatherization programs and (b) that service under OCAD a home usually receives full insulation services rather than one major insulation measure, some BBB jobs may be transferred or "rolled over" for service under OCAD's county-wide program. The number of BBB homes rolled over, and the type of roll over, will be mutually agreed on by city and county program managers.

There will be two types of BBB "rollover" homes. The first category of home is a "full rollovers", and OCAD will complete the weatherization package with funding under the county-wide program. In the case of shared rollovers, any utility rebates will be split between BBB and the county on a percentage basis.

B. In-Home Energy Education.

- (1) OCAD staff, as part of the Home Energy Visit, will meet with members of the household to discuss energy use in the home. The objectives of this visit will be to (a) review what uses account for most of the cost of energy, i.e. space heat and hot water, (b) identify actions that household members can take to reduce use, and (c) to enlist a written commitment from the resident to follow through on their Energy Action Plan. Follow-up will include mailing a postcard reminding the customer of their commitment approximately ten days after the home visit. The targeted time for the energy education component is one hour.
 - (2) The Energy Office has worked jointly with OCAD to develop the In-Home Education Procedure, and produce supporting materials. These will be revised as needed.
 - (3) At the discretion of the energy auditor, the auditor may turn down the thermostat setting on water heaters.
4. Select contractor(s), schedule and pay for major measure work on approximately 125 homes as recommended and prioritized in the energy audit report. Standards for work performance shall comply with the most recent edition of Multnomah County's Weatherization Specifications. For wall insulation, OCAD will require use of dense fill cellulose application for walls, (or an alternative only if approved by the Energy Office), with a maximum voided area of five percent. Charges for subcontractor services shall be based upon a predetermined pricing schedule developed by OCAD for use in their state funded weatherization program. The target for average subcontractor cost is \$900 per home.

At the option of the OCAD, major measure and air sealing work may be performed by Multnomah County installers and/or trained Work-Welfare Program employees. Inspections will be required for all jobs using Work-Welfare jobs training staff. Billing to the block-By-Block program for this weatherization work will be made using a price schedule similar to the one developed for private sector contractors.

5. Conduct post work inspections on at least 75 percent (approximately 100) of the homes weatherized. In general, wall and attic insulation will receive first priority for scheduling inspections with burner replacement having less importance. Infrared scan inspection of wall insulation is desirable, and should be used when equipment is available to determine if the work meets the five percent maximum voided area standard. The inspection call will also include a blower test when insulation measures are installed. Complete inspections within 10 working days of receipt of contractor invoices.

6. Complete all necessary documentation, and apply for all weatherization rebates and administrative reimbursement from the Oregon Department of Energy, Northwest Natural Gas Co., Portland General Electric Co., and Pacific Power and Light Co. for all completed weatherization jobs. All applications and supporting paperwork should be submitted by OCAD in a timely manner. Utility and state rebates shall be collected, documented and applied directly to weatherization costs of BBB. This years program budget anticipates receipt of \$26,000 in rebates and administrative reimbursement.
7. Carryover to the 1995-96 BBB weatherization budget any rebates applied for and/or collected but not spent on BBB jobs in previous years. This years budget, Exhibit C, notes approximately \$30,000 in carryover rebates (collection is pending) to be used for direct weatherization work this year. Similarly, any unspent rebates from this years contract will be transferred to the 1997-98 Block-By-Block Program or returned to the Energy Office.
8. Keep accurate records on the work performed and the corresponding cost, and provide monthly reports as set out in Section 25, Progress Reports.
9. Maintain a client/job database, and use the database for monthly and final reports.
10. Produce a final report, both written and in data base form. Include name, address, utility, cost of work, rebate amount for each job, and a brief narrative discussing program problems, strengths, and recommendations for improvement. Include statistics on type of space heat, utility, breakdown of measures installed, blower door readings, etc.
11. The City desires to encourage the development of stronger economic bases in the neighborhoods served by BBB, as well as a qualified and experienced labor pool. If private contractors are used for the performance of weatherization services, OCAD shall consider this goal. When possible, preference in selecting contractors shall be given to residents of and businesses located in this years participating neighborhoods. Additionally, small disadvantaged businesses with previous weatherization experience should be used, when possible.

Exhibit B

Multnomah County
Department of Community And Family Services
Office for Community Action and Development (OCAD)

Block-By-Block Weatherization Program
1996-97

SCHEDULE FOR CONTRACTOR SERVICES

1. Contract begins. October 1, 1996
2. Two Fix-it Fairs are produced by the Energy Office and neighborhood associations. November 23, 19956
January 11, 1997
3. Begin home energy visits. October 1, 1996
The schedule for completion is:
 - 80 completed by October 31, 1996
 - 160 completed by December 31, 1996
 - all completed by March 30, 1997
4. Assign and complete all weatherization work within 60 days of the audit/infiltration date. The schedule for completion is:
 - 40 completed by October 31, 1996
 - 80 completed by December 31, 1996
 - 125 completed by May 30, 1997
5. Complete inspections on 75 percent of the houses. June 30, 1997
6. Complete applications for utility and state rebates on all jobs. July 30, 1997
7. Contract ends. August 31, 1997
8. Submit final billing to Energy Office. September 30, 1997
9. Submit final report. October 31, 1997

Exhibit C

Multnomah County
Department of Community And Family Services
Office for Community Action and Development (OCAD)

Block-By-Block Weatherization Program
1996-97

BUDGET FOR CONTRACTOR SERVICES

1. Supplies, transportation, office space, and all additional non-personnel expenses to perform the Scope of Work. Perform energy audits and home education visits on all applications delivered to OCAD, post-job inspections, maintain the BBB data base, select, supervise and pay sub-contractors, produce monthly and final reports, and apply for and process weatherization rebates. \$28,000

2. Provide insulation and weatherization services for approximately 125 houses. Qualified subcontractors will perform the major measure insulation work as identified and directed in the energy analysis.

This budget item will increase beyond \$92,000 as OCAD applies for and collects utility and state rebates and administrative reimbursements for this and previous years work. (see Rebate Budget on the following page) +92,000

- SUB-TOTAL: City Direct Funding** **\$120,000**

3. In addition to the contract budget, a rebate budget of \$56,000 is included (see the following page for details). This represents our best estimate of weatherization rebates to be collected under utility and state rebates/administrative reimbursements for this and previous years work. In no case shall the contractor spend rebate funds prior to receipt form utilities and the state.

(Therefore the combined weatherization budget is \$30,000 carry-over, plus \$26,000 new = \$56,000) \$56,000

- GRAND TOTAL** **\$176,000**

MEETING DATE: JAN 30 1997

AGENDA NO: C-9

ESTIMATED START TIME: 9:30

(Above space for Board Clerk's Use Only)

AGENDA PLACEMENT FORM

SUBJECT: State of Oregon Department of Human Resources Revenue Agreement, Welfare Reform Reinvestment Funding

BOARD BRIEFING

Date Requested: _____

Requested By: _____

Amount of Time Needed: _____

REGULAR MEETING

Date Requested: _____

Amount of Time Needed: Consent

DEPARTMENT: Community and Family Services

DIVISION: Office of Community Action and Development

CONTACT: Lorenzo Poe/Bob Donough

TELEPHONE: 248-3691 x4837

BLDG/ROOM: B166/7th

PERSON(S) MAKING PRESENTATION: Lorenzo Poe/Bob Donough

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

SUGGESTED AGENDA TITLE

Intergovernmental Revenue Agreement #60899 with the State of Oregon Department of Human Resources, allocating \$2,325,336 for Welfare Reform Reinvestment Projects contracted through the Department of Community and Family Services.

2/3/97 ORIGINALS to Brian Smith

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: _____

Lorenzo Poe me

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
97 JAN 17 PM 4:39

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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



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 mcs*
Department of Community and Family Services

DATE: January 9, 1997

SUBJECT: Intergovernmental Agreement between Multnomah County and the State of Oregon
Department of Human Resources

I. Recommendation/Action Requested: The Department of Community and Family Services recommends Board of County Commissioner approval of the attached agreement with the State of Oregon Department of Human Resources for the period October 1, 1996 through June 30, 1998.

II. Background/Analysis: The Department of Community and Family Services is entering into an agreement with the State of Oregon Department of Human Resources to fund two projects:

1) The Outer Southeast Neighborhood Project: a coordinated effort in Outer Southeast to support AFS clients, other individuals at risk of becoming AFS clients, teens at risk of becoming parents too soon, and teen parents. These linkages across systems will provide a broad base of support with the goals of providing this specific population with: skills to attain and retain employment; information, support, and assistance to teens at risk of becoming parents too soon; and access to support mechanisms for teen parents to enable them to complete their education and learn the life skills necessary to become self-sufficient adults.

2) Private Linkages for Unemployed Solutions (PLUS) Project services which will move people off welfare and into employment, as well as prevent welfare recidivism. The PLUS Project utilizes a collaborative model to provide employment training and placement, and support services.

These services are the pieces of a Unified Proposal for AFS District 2 submitted by Multnomah County which were funded by the State.

III. Retroactive Status: Additional time needed by the state to negotiate program budgets delayed delivery of the final Agreement until January 9, 1997.

IV. Financial Impact: The total funding for this agreement is \$2,325,336.

V. Legal Issues: None.

VI. Controversial Issues: None.

VII. Link to Current County Policies: None.

VIII. Citizen Participation: A coalition of Outer Southeast community agencies was involved in designing the program elements for the Outer Southeast Neighborhood Project and will provide the contracted services.

IX. Other Government Participation: None.

F:\ADMIN\CEU\CONT97\ORAFS.BRM

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Renewal

Contract #103347

Prior-Approved Contract Boilerplate: Attached; **XX** Not Attached

Amendment # 0

<p style="text-align: center;">CLASS I</p> <p><input type="checkbox"/> Professional Services under \$25,000</p> <p><input type="checkbox"/> Intergovernmental Agreement Under \$25,000</p>	<p style="text-align: center;">CLASS II</p> <p><input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p style="text-align: center;">CLASS III</p> <p><input 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-9 </u> DATE <u> 1/30/97 </u></p> <p style="text-align: center;"><u> DEB BOGSTAD </u> BOARD CLERK</p>
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Department: Community & Family Services
 Administrative Contact: Brian Smith
 Description of Contract: _____

Division: Community Action and Development Date: January 14, 1997
 Phone: 248-5184 Bldg/Room 166/7th

Agreement provides funding for Welfare Reform Reinvestment projects.

RFP/BID #: _____ Date of RFP/BID: _____ Exemption Expiration Date: _____
 ORS/AR # _____ Contractor is MBE WBE QRF N/A None
 Original Contract No. _____ (Only for Original Renewals)

<p>Contractor Name: Department of Human Resources</p> <p>Mailing Address: 500 Summer St. NE, 2nd Floor Salem, Oregon 97310-1013</p> <p>Phone: (503) 945-6737</p> <p>Employer ID# or SS#: _____</p> <p>Effective Date: October 1, 1996</p> <p>Termination Date: June 30, 1998</p> <p>Original Contract Amount: \$ 2,325,336</p> <p>Total Amt of Previous Amendments: \$ _____</p> <p>Amount of Amendment: \$ _____</p> <p>Total Amount of Agreement: \$ 2,325,336</p>	<p>Remittance Address (if different) _____</p> <p style="text-align: center;">Payment Schedule Terms</p> <p><input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt</p> <p><input type="checkbox"/> Monthly \$ _____ <input type="checkbox"/> Net 30</p> <p><input type="checkbox"/> Other \$ _____ <input type="checkbox"/> Other</p> <p><input type="checkbox"/> Requirements contract - Requisition Required</p> <p>Purchase Order No. _____</p> <p><input type="checkbox"/> Requirements Not to Exceed \$ _____</p> <p>Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/></p>
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REQUIRED SIGNATURES:

Department Manager: *Lorenzo Pae mis* Date: 1/14/97

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

County Counsel: *Kate Gait* Date: 1/17/97

County Chair/Sheriff: *Mervyn Olsen* Date: 1/30/97

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

VENDOR CODE		REV132		VENDOR NAME				TOTAL AMOUNT: \$2,325,336				
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIP	AMOUNT	Inc/Dec Ind.	
	156	010	1260			2345		9271		\$2,325,336		

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

Agreement # 60899

DEPARTMENT OF
HUMAN
RESOURCES

INTERGOVERNMENTAL AGREEMENT Welfare Reform Reinvestment Fund

This agreement is between the State of Oregon, acting by and through its Department of Human Resources, hereafter called DEPARTMENT, and

Human Resources Building

Multnomah County,
Dept. of Community and Family Services
421 S.W. Sixth, 7th Floor
Portland, Oregon 97204

hereafter called AGENCY.

I. TERM

This agreement shall become effective on **October 1, 1996**, and unless earlier terminated or extended, this agreement shall expire on **June 30, 1998**.

II. PURPOSE

The purpose of the Welfare Reform Reinvestment Fund is to:

- A. Move more people off the welfare caseload and into employment.
- B. Help people who have moved off the welfare caseload to stay off.
- C. Prevent people from coming onto the caseload in the first place.

With this agreement, the DEPARTMENT and the AGENCY intend to meet the above purpose by:

Providing funding through the Welfare Reform Reinvestment Fund, to create a network of supportive services provided through AGENCY, other public agencies, and private organizations. This Coordinated effort will link supports to AFS clients, other individuals at risk of becoming AFS clients, teens at risk of becoming parents too soon, and teen parents. These linkages across systems which will provide a broad base of support with the goals of providing this specific population with: Skills to attain and retain employment; information, support, and assistance to teens at risk of becoming parents too soon; and access to support mechanisms for teen parents to enable them to complete their education and learn the life skills necessary to become self-sufficient adults.



John A. Kitzhaber
Governor

III. STATEMENT of WORK

The DEPARTMENT agrees to:

Provide funds to the AGENCY for implementation of the selected and approved portions of the AGENCY's "Unified Proposal for AFS District 2" Welfare Reform Reinvestment Proposal, dated July 1996. The portions of the AGENCY's "Unified Proposal for AFS District 2" which were selected and approved for funding, which shall be identified as "Exhibit C" and by this reference is hereby incorporated into this agreement and made a part of this agreement.

The AGENCY agrees to:

Perform the selected and approved services, listed below, as proposed in its "Unified Proposal for AFS District 2" and attached as Exhibit C.

- A. Private Linkages for Unemployed Solutions Project, "Plus Project."
- B. Southeast Uplift Neighborhood Program:
 - 1. Links Between Families and Services
 - 2. Marshall Caring Community Outer S.E. Workforce System
 - 3. Marshall Caring Community Pregnancy Prevention Project
 - 4. Child Care Neighbor Network
 - 5. Affordable Housing
 - 6. Housing and Basic Life Skill Training
 - 7. Mental Health Services
 - 8. Van to Support Job Search
 - 9. Cultural Orientation and English as a Second Language
 - 10. Neighborhood Health Clinics
 - 11. Clearinghouse (to Community Connections)
 - 12. Positive Employment Program
- C. AGENCY shall provide a report no later than 30 days after the end of each quarter relating to the following data for this agreement:
 - 1. Full name and social security number of each project participant.
 - 2. Identification of participants who complete the component.
 - 3. Identification of participants with a job placement.
 - 4. Reports are to include total numbers for each item tracked.

Reports must be sent to the DEPARTMENT Representative identified in Section IV, B., 2 below.

D. Within 30 days of the end of the agreement period, AGENCY will submit a Final Report which summarizes the project results and accounts for all project expenditures.

The DEPARTMENT and AGENCY understand:

The following are the only portions of the AGENCY's "Unified Proposal for AFS District 2" Welfare Reform Reinvestment Proposal which were selected by the DEPARTMENT for funding through the Welfare Reform Reinvestment Fund:

- A. Private Linkages for Unemployed Solutions Project, "Plus Project."
- B. Southeast Uplift Neighborhood Program

IV. CONSIDERATION

The DEPARTMENT shall provide an amount of **\$2,325,336.00** to the AGENCY for implementation of the selected and approved portions of its proposal. **This amount is \$3,011,000.00 less than the \$5,336,336.00 requested by AGENCY** for its total "Unified Proposal for AFS District 2" Welfare Reform Reinvestment Proposal, dated July 1996.

A. For the purposes of this agreement, the DEPARTMENT agrees to provide an amount up to, but not to exceed the maximum sum of **\$2,325,336.00** for operation of the projects listed above in Section III, A and B.

The AGENCY agrees to provide matching funds not less than the amount of ~~\$2,486,886.00~~ ^{\$2,351,763.00} for operation of the selected and awarded projects listed above in Section III, A and B. The AGENCY may contribute in-kind resources essential to the purpose and success of this project. The AGENCY must maintain records of all in-kind contributions contained in Exhibit C.

B. DEPARTMENT agrees to pay AGENCY the following amounts for the following projects:

- 1. Private Linkages for Unemployed Solutions Project, "Plus Project." \$ 700,000.00
- 2. Southeast Uplift Neighborhood Program:
 - a. Links Between Families and Services \$ 273,001.00
 - b. Marshall Caring Community Outer S.E. Workforce System \$ 318,700.00
 - c. Marshall Caring Community Pregnancy Prevention Project \$ 102,000.00
 - d. Child Care Neighbor Network \$ 355,000.00
 - e. Affordable Housing \$ 39,000.00
 - f. Housing and Basic Life Skill Training \$ 146,969.00
 - g. Mental Health Services \$ 43,638.00
 - h. Van to Support Job Search \$ 21,384.00
 - i. Cultural Orientation and English as a Second Language \$ 25,063.00

j.	Neighborhood Health Clinics	\$ 11,985.00
k.	Clearinghouse (to Community Connections)	\$ 95,600.00
l.	Positive Employment Program	\$ 53,156.00
3.	S.E. Uplift Administrative Costs (at 5% for 2., a. thru l. above.)	\$ 74,275.00
4.	Multnomah Co. Administrative Costs (at 3% for 1 and 2 above.)	\$ 65,565.00
Total Amount		\$2,325,336.00

C. The DEPARTMENT employee assigned to monitor agreement compliance, authorize payment and act as DEPARTMENT representative on matters concerning this agreement shall be:

Charlotte Hartwig, Community Reinvestment Project Manager
 Adult and Family Services Division
 500 Summer St. N.E., 2nd Floor
 Salem, Oregon 97310-1013
 Phone: (503) 945-6737

D. AGENCY agrees to bill DEPARTMENT quarterly, in arrears. Within 30 days of the end of each quarter, for the services provided, AGENCY will submit a "Welfare Reform Reinvestment Project Quarterly Expenditure Report/Invoice" form attached as Exhibit A, and by this reference made a part hereof. The invoice must be sent to the DEPARTMENT Representative identified in Section IV, C. above, and a copy must be sent to the AFS district Manager for the district in which the services are being provided.

E. The AGENCY shall not invoice and DEPARTMENT will not pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment, the amendment must be fully effective before AGENCY performs work subject to the amendment. AGENCY shall notify DEPARTMENT's supervising representative in writing thirty (30) days before this agreement expires of the upcoming expiration of the agreement.

V. TRAVEL AND OTHER EXPENSES

No travel or other expenses are authorized.

VI. GENERAL PROVISIONS

A. Confidentiality

1. AGENCY agrees to comply with all federal and state laws regarding the disclosure of information concerning applicants for and recipients of public assistance including but not limited to those persons applying for or receiving Aid to Families with Dependent Children, Medicaid, JOBS and Food Stamp programs and Unemployment Insurance.
2. AGENCY or its agents, employees, or subcontractors shall not use or disclose information regarding a public assistance recipient or applicant or individual receiving unemployment insurance unless disclosure is directly related to the administration of the Program and then only to the extent permitted under 7 CFR 272.1 (c), 45 CFR 205.50, 42 CFR 431 subpart F, or ORS 411.320 as applicable.

3. AGENCY shall limit access by its agents, employees, subcontractors and all other persons, to information contained on the Department of Human Resources central computer system, and all other computer systems having access to Department of Human Resources client files to that information necessary for AGENCY to perform its duties under this Agreement.
4. Prior to providing any employee, agent, contractor/subcontractor or other person access to its computer system or to any computer system containing Department of Human Resources client information, AGENCY shall take all reasonable measures to ensure the person will comply with the confidentiality requirements of this Agreement and obtain a written agreement under which the person agrees to comply with all federal and state laws regarding the disclosure of such information, the requirements of this Agreement, and that the person will access only that information required for the person to carry out the duties assigned to the person under this Agreement. AGENCY shall use a copy of the document attached as Exhibit B., for this purpose. A supply of the AFS Confidentiality Policy Training Packets will be made available to AGENCY.
5. AGENCY shall maintain for not less than three years and one month following individual employee disassociation with provision of services under this Agreement, the original agreement signed by its employees, agents, subcontractors or other persons subject to this provision and shall make the agreements available to DEPARTMENT upon request.
6. AGENCY shall promptly notify DEPARTMENT of all instances in which the requirements of the foregoing provision on confidentiality are breached.
7. AGENCY shall establish the requirements of the foregoing provision on confidentiality in all contracts/subcontracts and shall require compliance with these provisions.

B. Independent Agency; Responsibility for Taxes and Withholding

1. AGENCY shall perform the work required by this agreement as an independent agency.
2. AGENCY shall be responsible for all federal or state taxes applicable to any compensation or payments paid to AGENCY under this agreement.

C. Sub-agreements and Assignment; Successors in Interest

AGENCY shall not enter into any sub-agreements, other than those as proposed and approved, for any of the work required by this agreement, or assign or transfer any of its interest in this agreement, without the prior written consent of DEPARTMENT. The provisions of this agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns, if any. One copy of all sub-agreements and sub-contracts must be sent to the DEPARTMENT's representative identified in Section IV, C. above.

D. No Third Party Beneficiaries

DEPARTMENT and AGENCY are the only parties to this agreement and are the only parties entitled to enforce its terms. Nothing in this agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this agreement.

E. Funds Available and Authorized

DEPARTMENT has sufficient funds currently available and authorized for expenditure to finance the costs of this agreement within the DEPARTMENT's biennial appropriation or limitation. AGENCY understands and agrees that DEPARTMENT's payment of amounts under this

agreement attributable to work performed after the last day of the current biennium is contingent on DEPARTMENT receiving from the Oregon Legislative Assembly appropriations, limitations, or other expenditure authority sufficient to allow DEPARTMENT, in the exercise of its reasonable administrative discretion, to continue to make payments under this agreement. In the event the Oregon Legislative Assembly fails to approve sufficient appropriations, limitations or other expenditure authority, DEPARTMENT may terminate this agreement without penalty or liability to the DEPARTMENT, effective upon the delivery of written notice to AGENCY, with no further liability to AGENCY.

F. Termination

1. This agreement may be terminated at any time by mutual consent of both parties, or by DEPARTMENT upon 30 days notice, in writing, and delivered by certified mail or in person.
2. In addition, the DEPARTMENT may terminate this agreement, in whole or in part, effective upon delivery of written notice to the AGENCY, or at such later date as may be established by the DEPARTMENT, under any of the following conditions:
 - a) If DEPARTMENT funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for the indicated services;
 - b) If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate under this agreement or are no longer eligible for the funding proposed for payments authorized by this agreement; or
 - c) If any license or certification required by law or regulation to be held by the AGENCY to provide the services required by this agreement is for any reason denied, revoked, suspended, or not renewed.
3. DEPARTMENT, by written notice to AGENCY, may at any time terminate the whole or any part of this agreement:
 - a) If AGENCY fails to provide services called for by this agreement within the time specified herein or any extension thereof; or
 - b) If AGENCY fails to perform any of the other provisions of this agreement, or so fails to pursue the work as to endanger performance of this agreement in accordance with its terms, and after receipt of written notice from the DEPARTMENT, fails to correct such failures within 30 calendar days or such other period as the DEPARTMENT may authorize or require.

The rights and remedies of the DEPARTMENT provided in subsection 3, above, are not exclusive and are in addition to any other rights and remedies provided by law or under this agreement.

4. Termination or modification of this agreement pursuant to subsections 1 or 2, above, shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination. However, upon receiving a notice of termination (regardless whether such notice is given pursuant to subsections 1, 2, or 3 of this section), AGENCY shall immediately cease all activities under this agreement, unless expressly directed otherwise by DEPARTMENT in the notice of termination. Further, upon termination, AGENCY shall deliver to DEPARTMENT all agreement documents, information, works-in-progress and other property that are or would be deliverables had the agreement been completed.

G. Records Maintenance; Access

AGENCY shall maintain all fiscal records relating to this agreement in accordance with generally accepted accounting principles. In addition, AGENCY shall maintain any other records pertinent to this agreement in such a manner as to clearly document AGENCY's performance hereunder. AGENCY acknowledges and agrees that DEPARTMENT, the Oregon Secretary of State's Office, the Federal Government, and their duly authorized representatives shall have access to such fiscal records and all other books, documents, papers, plans, and writings of the AGENCY that are pertinent to this agreement for the purpose of performing examinations and audits, and making excerpts and transcripts. All such fiscal records, books, documents, papers, plans, and writing shall be retained by AGENCY and kept accessible for a minimum of three years, except as required longer by law, following final payment and termination of this agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this agreement, whichever date is later. All sub-agreements shall also comply with these provisions.

H. Compliance with Applicable Law

AGENCY shall comply with all federal, state, and local laws and ordinances applicable to the work performed under this agreement.

I. Governing Law; Jurisdiction; Venue

This agreement shall be governed and construed in accordance with the laws of the State of Oregon without resort to any jurisdiction's conflict of laws, rules, or doctrines. Any claim, action, suit or proceeding (collectively, "the claim") between DEPARTMENT (and/or any other agency or department of the State of Oregon) and AGENCY that arises from or relates to this agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon. Provided, however, if the claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. AGENCY, by the signature below of its authorized representative, hereby consents to the *in personam* jurisdiction of said courts.

J. Indemnification

1. DEPARTMENT and AGENCY are acting independently of each other with respect to the services to be provided under this agreement.
2. DEPARTMENT and AGENCY shall be responsible exclusively with respect to their employees, for providing for employment-related benefits and deductions that are required by law, including but not limited to federal and state income tax deductions, worker's compensation coverage, and PERS contributions.
3. DEPARTMENT and AGENCY each shall be responsible, to the extent required by the Oregon Tort Claims Act (ORS 30.260-30.300), only for the acts, omissions or negligence of its own officers, employees, or agents.
4. As evidence of the insurance coverage required by this agreement, AGENCY shall, upon request, furnish acceptable insurance certificates to the DEPARTMENT prior to beginning work under this agreement. The certificate will specify all of the parties who are Additional Insured. Insuring companies or entities are subject to state acceptance. If requested, complete policy copies shall be provided to the state. AGENCY shall be financially responsible for all pertinent deductibles, self-insured retention and/or self-insurance.

K. Ownership of Work Product; License

1. All work products of the AGENCY which result from this agreement ("the work products") are the exclusive property of the DEPARTMENT. In addition, if any of the

work products contain intellectual property of the AGENCY that is or could be protected by federal copyright, patent, or trademark laws, or state trade secret laws, AGENCY hereby grants DEPARTMENT a perpetual, royalty-free, fully paid-up, nonexclusive and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, use and re-use, in whole or in part, and to authorize others to do so, all such work products, including but not limited to: Databases, templates, file formats, scripts, links, procedures, materials, training manuals and other training materials, specially created key commands, and any other information, designs, plans, or works provided or delivered to the DEPARTMENT or produced by AGENCY under this agreement.

2. All capital outlay property or equipment purchased under this agreement shall remain the property of the DEPARTMENT until AGENCY has fulfilled the requirements of this agreement and fully depreciated the items. AGENCY shall retain possession of the equipment so long as the equipment is continued in use for the purposes originally purchased as authorized by this agreement.

L. Force Majeure

Neither DEPARTMENT nor AGENCY shall be held responsible for delay or default caused by fire, riot, acts of God, or war where such cause was beyond, respectively, DEPARTMENT's or AGENCY's reasonable control. AGENCY shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this agreement.

M. Severability

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

N. Waiver

The failure of the DEPARTMENT to enforce any provision of this agreement shall not constitute a waiver by DEPARTMENT of that or any other provision.

O. Execution and Counterparts

This agreement may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

P. Amendment

The terms of this agreement may not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except by written amendment signed by the parties. This agreement will not be amended after the expiration date.

Q. Effective Date and Duration

It is provided that the passage of the agreement expiration date shall not extinguish or prejudice the DEPARTMENT's right to enforce this agreement with respect to any default or defect in performance that has not been cured.

**WELFARE REFORM REINVESTMENT PROJECT
Quarterly Expenditure Report / Invoice**

Exhibit A

Project/Activity Name: _____ Date: _____

Remit to: _____

Address: _____

City, State, Zip: _____

Amount: \$ _____ Tax Identification Number: _____

Contact for Payment related issues:

Name: _____ Phone: _____ Fax: _____

	Admin. Expenditures	Prog. Expenditures	Support Expenditures
Month/Year:			
Personnel Services			
Services and Supplies			
Capital Outlay*			
Total:			
Month/Year:			
Personnel Services			
Services and Supplies			
Capital Outlay*			
Total:			
Month/Year:			
Personnel Services			
Services and Supplies			
Capital Outlay*			
Total:			
Quarterly Totals			
Personnel Services:		Admin. Expenditures:	
Services and Supplies:		Prog. Expenditures:	
Capital Outlay:		Support Expenditures:	
Grand Totals:			

* Any expenditure for Personal property or Real property whose cost exceeds \$5,000.00

JOBS PROGRAM
(INCLUDING JOBS PLUS)

CONFIDENTIALITY CERTIFICATE

TO ALL EMPLOYEES OF THE JOBS PROGRAM CONTRACTORS AND SUBCONTRACTORS AND OTHER PERSONS WHO MAY HAVE RESPONSIBILITY FOR THE PROVISION OF SERVICES TO AFS CLIENTS UNDER THESE CONTRACTS:

Oregon's laws contain provisions relating to confidentiality of records, lists and information about Welfare applicants/recipients and about State employees. These laws, and the penalties for violation of them, pertain to every employee of the Division, at all levels and in any capacity. As a condition of your continued employment under a Agreement or subcontract with the Division you are required to complete the confidentiality training exercise and sign this certificate verifying that you understand the laws and are aware of the penalties for violation. If at some future date you have doubts about the legality of an action you may be about to take, ask your supervisor for interpretation. *You personally are legally responsible for any violations of the laws.*

Confidentiality of AFS Employment Information

ORS 192.500 The Public Records Act contains a number of exemptions for information maintained on State employees including a "personal privacy exemption" which states: "The following public records are exempt from disclosure...Information of a personal nature such as that kept in a personal, medical or similar file, if the public disclosure thereof would constitute an unreasonable invasion of privacy, unless the public interest by clear and convincing evidence requires disclosure in the particular instance. The party seeking disclosure shall have the burden of showing that public disclosure would not constitute an unreasonable invasion of privacy." (ORS 196.500(2)(b))

Confidentiality of Welfare Applications/Recipients Information

ORS 411.300 Regulations concerning use and custody of records. (1) The Division shall make and enforce reasonable rules and regulations governing the custody, use and preservation of the records, tapes, files and communications of the Division. The use of such records, papers, files and communications by any other agency or department of government or person to which they may be furnished shall be limited to the purposes for which they are furnished and by the provisions of the law under which they may be furnished.

ORS 411.320 Disclosure and use of records limited: contents as a privileged communication. For the protection of applicants for and recipients of public assistance, the Adult and Family Services Division...shall not disclose or use the contents of any record, files, papers, or communications for purposes other than those directly connected with the administration of the public assistance laws of Oregon, and these records, files, papers, and communications are considered confidential subject to the rules and regulations of the Adult and Family Services Division, except as otherwise provided in ORS 411.335. In any judicial proceedings, except proceedings directly connected with the administration of public assistance laws, their contents are considered privileged communications. (Note: ORS 421.325 and 411.330 have been voided by court action.)

ORS 411.335 Prohibited use of lists or names. No person or agency shall solicit, disclose, receive, make use of, or authorize, knowingly permit, participate in, or acquiesce in the use of, any lists of names for commercial or political purposes of any nature, or for any purpose not directly connected with the administration of public assistance laws. (Note: ORS 411.325 and 411.330 have been voided by court action.)

ORS 411.990 Penalties (1) Violation of ORS 411.320 to 411.335 is punishable, upon conviction, by a fine of no more than \$1,000 or by imprisonment in the county jail for not more than 60 days, or by both. Violation of ORS 192.500 is cause for disciplinary action under ORS 240.555.

Instructions

Individual and supervisor will sign and date form. Contractor shall maintain on file for not less than three years and one month following the individual disassociation with provision of services under JOBS Program Agreements.

I certify that I have read the foregoing, My signature below means that I understand the provisions of law pertaining to the confidentiality of Adult and Family Services Division records and information. I also understand that these laws may change from time to time and that it is my responsibility to read and understand these changes.

Employee's Name (Please Print)

Organization

Employee's Signature Date

Supervisor's Signature

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR:

(Date)

DEPARTMENT: COMMUNITY AND FAMILY SERVICES

DIVISION: N/A

CONTACT: KATHY TINKLE

PHONE: 3691

* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD: SUSAN CLARK / KATHY TINKLE

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

Budget Modification CFS# transfers \$100,000 in County General Fund revenue from the Multnomah County Commission on Families to the Child Youth & Family Division (CYFD) in the Department of Community & Family Services to fund several contracts to be managed by the Department.

2. DESCRIPTION OF MODIFICATION: [Explain the changes being made: What budget does it increase / decrease? What do the changes accomplish? Where does the money come from?

[] PERSONNEL CHANGES ARE SHOWN IN DETAIL ON THE ATTACHED SHEET

This modification transfers \$100,000 in County General Fund revenue to the Child, Youth & Family Division. These funds were originally allocated to the MCCF but was later determined that these funds should be transferred to the Department of Community & Family Services to fund several contracts to be managed by the Department.

This modification includes \$70,000 increase in pass through expenditures for Family Resource System/Integrated Service Program for Caring Communities coordination to support the continued merger and expansion of community-based service integration projects, \$10,000 increase in pass through expenditures for program evaluation of the "I Have a Dream" Program, and \$20,000 increase in pass through expenditures in the Division's Prevention program to fund the development of a network of providers serving sexual minority youth. Although this project will be delayed in response to Measure 47, the savings generated by the delay have been designated as savings for DCFS.

The net change to CGF Indirect and Services Reimbursement from Fed/State Fund to General Fund is an increase of \$430 each.

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
97 JAN 16 AM 9:22

3. REVENUE IMPACT

(Explain revenues being changed and reason for the change)

Increase CGF Subsidy - DCFS	\$100,000
Decrease CGF Subsidy - MCCF	(\$100,000)
Increase CGF Indirect Support - DCFS	\$700
Decrease CGF Indirect Support -MCCF	(\$270)
Increase Sys Reim F/S to General Fund - DCFS	\$700
Decrease Sys Reim F/S to General Fund - MCCF	(\$270)
TOTAL	\$860

4. CONTINGENCY STATUS [to be completed by Budget & Planning]

Fund Contingency BEFORE THIS MODIFICATION (as of _____): \$ _____
(Specify Fund) AFTER THIS MODIFICATION: \$ _____

Originated By: [Signature] Date: 12/30/96

Department Director: [Signature] Date: 1/31/97

Plan / Budget Analyst: [Signature] Date: 1/15/97

Employee Services: _____ Date: _____

Board Approval: [Signature] Date: 1/30/97



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

MEMORANDUM

TO: Board of County Commissioners

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

DATE: December 20, 1996

SUBJECT: Budget Modification CFSD #11

I. RECOMMENDATION/ACTION REQUESTED: The Department of Community and Family Services recommends the approval of Budget Modification CFSD#11. This modification transfers \$100,000 of County General Fund from the Multnomah County Commission on Families (MCCF) to the Child, Youth and Family Division (CYFD).

II. BACKGROUND ANALYSIS: This budget modification transfers \$100,000 of County General Fund to the Child, Youth and Family Division. These funds were originally allocated to MCCF but it was later determined that these funds should be transferred to DCFS to fund several contracts to be managed by the Department. This modification will increase pass through expenditures in CYFD Family Resource Center System/Integrated Service Program budget by \$70,000 for Caring Communities to support the continued merger and expansion of community-based service integration projects and \$10,000 for program evaluation of the "I Have a Dream" Program. This modification also increases pass through expenditures in the CYFD Prevention budget by \$20,000 to fund the development of a network of providers for the Sexual Minority Youth Network.

III. FINANCIAL IMPACT: Budget modification CFSD#11 increases the Child, Youth, and Family Division budget by \$101,400. Pass through services are increased by \$100,000 and County General Fund Cash Transfer for indirect costs and service reimbursements are increased by \$700 each. Since the start-up of the Sexual Minority Youth Network projects will be delayed in response to Measure 47, the savings generated by the delay have been designated as savings for DCFS.

IV. LEGAL ISSUES: N/A

V. CONTROVERSIAL ISSUES: N/A

VI. LINK TO CURRENT COUNTY POLICY: N/A

VII. CITIZEN PARTICIPATIONS: N/A

VIII. OTHER GOVERNMENT PARTICIPATION: N/A

January 30, 1997

Public Comment on Multnomah County Corrections Funding

Our jails, probation and parole, and criminal rehabilitation systems are important to all of us, but so is our educational system. We need to cut costs and consolidate services in a logical way.

Consolidating libraries when there already is a shortage makes no sense, but where conscious efforts have been made to de-centralize services such as parole and probation offices, here lies an opportunity to save money without a reduction in service.

Specifically, the Peninsula Parole and Probation office, whose goal is to see as few people in the office as possible, costs us at least \$7,000 per month, not counting duplication of some administrative staff. The parole and probation officers based there are doing a great job of supervision outside the office in the community, as designed. These officers can do the same job from the N.E. Columbia Blvd. Office, where they formally were based, or from a new home at the new County Jail site. Neither location would result in any significant added travel expenses and our Peninsula neighborhoods would still have the community presence desired by County Corrections.

The current 10 year lease for the 7220 N. Lombard facility happens to be cancelable if funding for the purpose of parole and probation is denied. The 7,560 square foot building on a 20,000 square foot lot is much too large for its current use and staff of 11 people.

The renovated building and its improvements may have a much better use if the County should choose to continue the current lease, or exercise the allowable sublease or full purchase option.

I suggest denial of program funding for the maintenance of this facility as a parole and probation office, saving \$100,000 per year without reduced services. Thankyou!

PS This upgraded facility would make an ideal location for the St. Johns Library and for Bookmobile distribution center.

MEETING DATE: JAN 30 1997
AGENDA #: R-2
ESTIMATED START TIME: 9:30

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: FOURTH QUARTER 1996 SERVICE AWARDS

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

REGULAR MEETING: DATE REQUESTED: January 30, 1997
AMOUNT OF TIME NEEDED: 15 Minutes

DEPARTMENT: Support Services DIVISION: Employee Services

CONTACT: Shery Stump or Gail Foster TELEPHONE #: 22203 or 22538
BLDG/ROOM #: 106/1430

PERSON(S) MAKING PRESENTATION: Shery Stump

ACTION REQUESTED:

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

SUGGESTED AGENDA TITLE:

Presentation of Service Awards for five to thirty years of service. ³¹ ~~Thirty~~ employees indicated they would attend in person to receive their awards.

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

(OR) DEPARTMENT MANAGER: _____

Carly Smith *Shery S. Stump*

BOARD OF COUNTY COMMISSIONERS
97 JAN 22 AM 9:43
MULTNOMAH COUNTY OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

SERVICE AWARDS - 1997 - FOURTH QUARTER (Oct., Nov. Dec.)

01/20/97

ATTENDEES TO BOARD MEETING JANUARY 30, 1997

ASD - Five Years

Philip Boss

CFS - Five Years

Krista Lynn Gibby

Judith Mc Guire

DES - Five Years

Michael Piazza

David Scogin

Scott Seiler

Larry Whitney

DSS - Five Years

Karin Johnson

Helen Smith

JJD - Five Years

Tracy Lyn Hill

Donald Mc Tavish

LIB - Five Years

Suzanne Kugler

James Scheeland

Timothy Utter

Loren Williams

DCC - Ten Years

Duane Cole

DA - Ten Years

Donna Malone

Tamara Walters

CFS - Fifteen Years

Suzanne Larsen

Melanie Warren

DES - Fifteen Years

David Bogucki

ASD - Twenty Years

Betty Glantz

DCC - Twenty Years

Ron Glynn

DES - Twenty Years

John Standing

Robert Thomas

DCC - Twenty-Five Years

Kelly Carroll

Gary McGuffin

DES - Twenty-Five Years

Ronald Heaton

LIB - Thirty Years

Flora Persons

Carol Rogers

DSS - Thirty Years

Linda Thompson

MEETING DATE: JAN 30 1997

AGENDA #: R-3

ESTIMATED START TIME: 9:45 am

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Catastrophic Leave Sharing Ordinance

BOARD BRIEFING: DATE REQUESTED: _____

REQUESTED BY: _____

AMOUNT OF TIME NEEDED: _____

REGULAR MEETING: DATE REQUESTED: January 30, 1997

AMOUNT OF TIME NEEDED: 5 Minutes for presentation plus whatever Board may need for question

DEPARTMENT: Support Services DIVISION: Labor Relations

CONTACT: Darrell Murray TELEPHONE #: 248-5135 x22595
BLDG/ROOM #: 106/1430

PERSON(S) MAKING PRESENTATION: Darrell Murray

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

SUGGESTED AGENDA TITLE:

In the matter of adoption of an ordinance creating a catastrophic leave sharing program; declaring an emergency.

*1/30/97 Copies to Darrell Murray
2/3/97 Copies to Ordinance Distribution List*

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____
(OR) DEPARTMENT MANAGER: *Dickie S. Gabe*

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
97 JAN 17 AM 9:34

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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



MULTNOMAH COUNTY OREGON

BEVERLY STEIN
COUNTY CHAIR

EMPLOYEE SERVICES
FINANCE
LABOR RELATIONS
PLANNING & BUDGET
RISK MANAGEMENT

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(503) 248-3312
(503) 248-5135
(503) 248-3883
(503) 248-3797

(503) 248-5170 TDD

PORTLAND BUILDING
1120 S.W. FIFTH, 14TH FLOOR
P.O. BOX 14700
PORTLAND, OREGON 97293

PURCHASING, CONTRACTS
& CENTRAL STORES

(503) 248-5111

2505 S.E. 11TH, 1ST FLOOR
PORTLAND, OREGON 97202

MEMORANDUM

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Darrell Murray, Deputy Labor Relations Manager - D

DATE: January 16, 1997

SUBJECT: Adoption Of Ordinance Establishing A Catastrophic Leave Sharing Program

REQUESTED PLACEMENT DATE: January 30, 1997

I. **Recommendation/Action Requested:**

That the Board enact the Employee Leave Sharing Ordinance.

II. **Background/Analysis:**

Under County labor agreements and ordinances, permanent employees are eligible to accrue a variety of paid leaves including sick, vacation and holiday time. In addition, employees who work overtime are often given the option of receiving compensatory time off in lieu of overtime pay. Over the years, a number of employees afflicted by catastrophic medical problems affecting the employee or a member of their immediate household have exhausted all accumulated leave and compensatory time off. Thus, they have been left without an income at time when they need it most, and suffer most from its absence. Disability insurance plugs part of the gap in some instances, but not in all cases. Moreover, disability income provides only a partial replacement of the employee's regular salary. On a number of such occasions, various county employees have expressed the desire to donate some of their personal accumulated leave to the afflicted employee, as a humanitarian gesture. Current policies do not permit such leave sharing. Any change in those policies requires Board action.

The proposed ordinance would permit employees to voluntarily donate accumulated vacation leave or compensatory time off to an employee afflicted by catastrophic medical conditions. The ordinance is designed to keep administrative requirements to a minimum, while providing necessary accountability. County managers who would be involved in the administration of this program and unions representing county employees have participated in drafting the program so that it achieves its humanitarian goals with a minimum of administrative effort.

Once enacted by the Board, this ordinance will be applied under its terms only to those bargaining units whose bargaining agents have expressed approval in writing. Further, employees reporting administratively to the Sheriff, District Attorney, and Auditor will not be subject to the policy until those elected officials express their respective consent in writing. These consent notices substitute for the signatures of the unions and elected officials on contract amendments.

III. **Financial Impact:**

The costs associated with this ordinance are de minimus. They include administrative time for implementation and in a few cases medical insurance premiums for one to two months where they would not otherwise be incurred. However, since this program removes vacation liabilities from the County's books without a corresponding absence above that which would occur were the leave not shared, the County will incur less in replacement costs, particularly in 24 hour operations, than it would had the donor employee used the leave instead of donating it. Although this is not likely to be a large amount, the County is likely to recoup its very minimal costs incurred in this program. In fact, the Budget and Quality Division has concluded that the program will operate without additional net cost.

Within a short period following adoption of the ordinance, the Board will need to decide how to handle the budget repercussions of an employee in one organizational unit transferring leave to an employee in another unit. Presently, there are no such transfers except when an employee transfers to a different unit. However, in the catastrophic leave sharing program budgeted resources in the recipient's unit may be insufficient to cover leave liabilities reflecting donations to an employee in the office from perhaps many employees in other units. Thus, the Board needs to decide how to handle this. Two alternatives include ad hoc budget modifications to transfer funds between the agency in which donor employees work to the recipient's agency. Another would be to create a sub account within the reserve fund already in existence to cover vacation book liability throughout the county, and channel the transactions under this program through that account. In any event, this is merely a question of how to charge and mechanically cover the cost. This does not involve an expansion of existing costs. The Finance Division will take the lead for ascertaining the options and Board's desires on that matter. It is mentioned here simply by way of advance notice.

IV. **Legal Issues:**

County Counsel was asked during development of this ordinance whether the County would discharge its obligations under state and federal law to pay overtime if it credited an employee with compensatory time off and subsequently permitted the employee to donate that time off to another employee under this ordinance. Counsel responded in the affirmative. Counsel was also asked to whether (under the Internal Revenue Code) benefits under the program would remain taxable to the recipient, rather than the donor, if the catastrophic condition giving rise to the donation was that of a member of the immediate household, as opposed to the employee's personal catastrophic condition. Again, the response was in the affirmative.

V. **Controversial Issues:**

There exists some risk that uninformed persons may view this program with displeasure, given that it is advanced at a time in which the County is implementing service reductions and contemplating further reductions. However, such concerns would not be warranted. Any cost for this program is de minimus and offset by cost reductions caused by the program. Moreover, this is a humanitarian program designed to permit co-workers to aid fellow employees in times of clear need.

VI. **Link to Current County Policies:**

This ordinance has been designed to interface in a legally permissible and operationally efficient manner with pre-existing policies as set out in county labor agreements and ordinances. Further, the plan is consistent with the County's stated organizational goal of providing employees with excellent working conditions in exchange for their efforts in producing excellent public services.

VII. **Citizen Participation:**

The policy set out in this ordinance is not the type which would normally be subject to citizen involvement prior to presentation for Board action. Citizen testimony at the Board meeting is not anticipated, although it is possible.

VIII. **Other Government Participation:**

This does not directly affect other government jurisdictions. Because the City of Portland has had a similar program in place for several years, it is unlikely that the County's adoption of this ordinance will have any substantial effect, direct or indirect, on other jurisdictions. All County departments are potentially affected by the program, and have been consulted in drafting of the ordinance.

ORDINANCE FACT SHEET

Ordinance Title: Employee Leave Sharing Ordinance.

Purpose: County employees and members of their immediate households periodically suffer catastrophic medical events which cause the exhaustion of an afflicted employee's accumulated paid leave. When this occurs, County managers are often asked by the afflicted employee's co-workers whether they can donate a portion of their accumulated leave to the afflicted employee. The purpose of this ordinance is to establish a uniform policy and procedure throughout County government whereby employees who wish to donate leave to an afflicted employee may do so.

Other Jurisdiction Practices: A sizeable number of jurisdictions permit leave sharing including, but not limited to, the City of Portland and Metro.

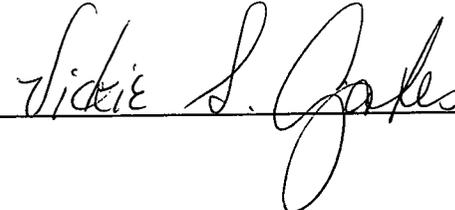
Experience of Other Jurisdictions: The City of Portland has monitored experience under its plan. According to David Schaff, the City's chief negotiator, the plan works well and is used approximately 30 times per year.

Fiscal Impact: Dave Warren of the Budget and Quality Division has advised that adoption of this ordinance will not cause an increase in budgeted expenditures. The only administrative costs are staff time required to implement the program. Those requirements are minimal, given the built-in limitations on the frequency with which the program may be accessed and the limited amount of administrative effort required in each case.

SIGNATURES

Person filling out form: 

Budget & Quality Division: 

Department Manager/Elected Official: 



MULTNOMAH COUNTY OREGON

BEVERLY STEIN
COUNTY CHAIR

EMPLOYEE SERVICES
FINANCE
LABOR RELATIONS
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PORTLAND, OREGON 97202

BOARD OF
COUNTY COMMISSIONERS
NOV 21 PM 4: 21
MULTNOMAH COUNTY
OREGON

MEMORANDUM

To: All Multnomah County Collective Bargaining Agents
From: Kenneth Upton, Labor Relations Manager *[Signature]*
Subject: Health and Welfare Amendment
Date: November 21, 1996

Attached is a copy of a draft Amendment to all of the Collective Bargaining Agreements with Multnomah County, except for the Prosecuting Attorneys Association, which has a reference to this amendment in its recently executed Labor Agreement. Except for the final clause of this draft dealing with Catastrophic Leave, all of these changes were the subject of a discussion with the Board and Merrie Ziady, Benefits Administrator, just prior to her leaving. All of these items, including the Catastrophic Leave provision, involve changes which are clearly beneficial to the employees impacted and were recommended by the Board for implementation prior to the July 1, 1998 expiration of the varying contracts. I am taking the opportunity to meet and confer regarding this possible Amendment in person with Local 88, ONA, MCDSA and MCCOA at the Benefits Stakeholders Meeting scheduled for this date. I will then review the results of our dialogue with any Collective Bargaining agents not in attendance.

With respect to the Catastrophic Leave provision this provision arose out of a series of discussions between MCSO, the Office of the Chair and the Board. The intent of this provision is to provide an opportunity for employees to engage in a leave sharing process on a voluntary basis in instances in which an employee is left uncovered by other provisions of the various Agreements and suffers a Catastrophic illness/injury. It is currently anticipated that this program will be implemented by Ordinance, so that it might apply to both exempt and non-exempt employees. The draft of the Ordinance is being completed, is structurally similar to the currently functioning City of Portland plan, will be subject to internal review, and then will be distributed to all collective bargaining agents for review and comment.

You will note that the Amendment is in joint form in an attempt to avoid a "paper snowstorm" for the Board to review. This has, however, the defect of lack of specific Article and Section references in the body of the text. If this becomes problematic as part of the review, we will

break it into separate Amendments for execution. Finally, I must add that the concepts in this Amendment was reviewed by the Board prior to the passage of Measure 47. Certain of the provisions of the Amendment involve cost considerations which may be given different weight in the current environment. For this reason, I am cc'ing the Board with a copy of this memorandum and the attached amendment. If my review with Board members reveals that there is no longer continuing support for any particular provision, it will be deleted prior to formal submission.

I trust the above summary is helpful. I would appreciate a letter of response to this memorandum, so that I can proceed with assurance in the execution process. If you have any questions or concerns, please call as soon as possible.

cc with attach: Board of County Commissioners
Sheriff Dan Noelle
District Attorney Michael Schrunk
Kelly Bacon
Barbara Simon
Jacquie Jamieson
ERC
Curtis Smith
Vickie Gates
Melinda Petersen
Debbie Juul
Members of Bizroc not cited above
Steve Nemirow

File: Health and Welfare Amendment-Local 88 (Separate File)
Contract Amendment File-All Other Bargaining Units

F:\DATA\WPCENTER\LABREL\JSKU0171.DOC

Attachment

CONTRACT AMENDMENT

DRAFT

I. Parties

The parties to this contract amendment are Multnomah County, Oregon (hereinafter "County"),

- Multnomah County Employees Union Local 88, AFSCME, AFL-CIO(Local 88)
- Multnomah County Corrections Officers Association(MCCOA)
- Multnomah County Deputy Sheriffs Association (MCDSA)
- Oregon Nurses Association(ONA)
- International Union of Operating Engineers, Local 701 (IUOE)
- International Brotherhood of Electrical Workers, Local 48, AFL-CIO(IBEW)
- Brotherhood of Painters and Allied Trades of American Painters, District Council 55 of Washington and Oregon, AFL-CIO(Painters Dist Council 55)

II. Recitals

WHEREAS, the health and welfare provisions of Multnomah County collective bargaining agreements have not been updated since July 1992; and

WHEREAS, new employee needs and problems have been identified which should be addressed in a timely manner prior to the July 1, 1998 expiration of said agreements;

IT IS HEREBY AGREED between the County and the respective bargaining agents to amend the collective bargaining agreements cited in the heading above in relevant part as follows:

1. The Long Term Disability provision of each agreement, except those for Local 88 and ONA which already have the cited benefit, are amended to add the following:

"For any claim filed on or after the execution date of the amendment implementing this provision, the County will pay for the medical and dental insurance coverage for a period up to six months beyond the month in which benefits would normally terminate for an employee with an approved LTD disability claim, except for employees who "opt out" of benefit coverage under the provisions of this Agreement."

2. The Health and Benefit Article of each Agreement shall be amended to add in the respective indemnity plan provision (Currently ODS-Vantage PPO) the following:

"Effective July 1, 1997, the Pre-existing Conditions Clause of the County's indemnity plan shall provide that the cap limit of \$10,000 shall be for the first six months of employment."

3. The Health and Welfare Article of each Agreement shall be amended to add in the section governing "Eligibility for Medical and Dental benefits" the following:

"Effective on the execution date of the amendment implementing this provision, in the event that a spouse/domestic partner or dependent who has coverage other than through the County, paid for in whole or part by another employer, involuntarily loses such coverage and that spouse/domestic partner or dependent would otherwise be eligible under the County's medical and dental plans, the spouse/domestic partner or dependent will be eligible for coverage the first of the month following the month of the lose of coverage elsewhere, provided the proper enrollment documents have been completed within the month the spouse/domestic partner would be newly eligible for coverage under the County's plans."

4. The Sick Leave Article of each Agreement are amended to add in the section governing "Definition and Allowable Use" the following:

"Domestic Partner relationships, as defined elsewhere in this Agreement, shall be extended the same FMLA benefits as spousal relationships, not only with respect to utilization of sick leave for FMLA purposes but also for utilization of other leaves for FMLA , as well as any medical benefits which may be extended to spousal relationships during an FMLA leave."

5. Effective upon execution of this agreement, the Health and Welfare Article shall be amended to add in the section governing "Eligibility for Medical and Dental Benefits" the following:

"Subject to carrier qualifying conditions and payment provisions, an employee dying of a terminal disease may apply for and upon approval, utilize half of their County paid life insurance, up to \$50,000, and half of their Voluntary life insurance death benefit, up to \$50,000, prior to death."

6. The Sick Leave Article of each Agreement, or such other article which contains the LTD provision of the particular contract, shall be amended to add a new section as follows:

"____. Catastrophic Leave. The parties recognize that a certain number of employees are placed in significant financial hardship by the delay in eligibility for LTD coverage given a lack of accrued and available sick leave. To address this perceived need on a pilot basis, without precedent or prejudice to either party, a designee from the Department of Support Services shall, in consultation with the County's collective bargaining agents and a designee from the Office of the Sheriff, prepare a plan or plans for vacation leave sharing to address the above cited cases. Such plan or plans will only be implemented for the bargaining unit when the bargaining unit's agent has approved such plan or plans in writing."

IN WITNESS WHEREOF, the parties hereto have set their hands this ____ day of _____, 1996.

BY _____
President, Local 88

MULTNOMAH COUNTY, OREGON
CHAIR

BY _____
President, MCCOA

BY _____
Chair

BY _____
President, MCDSA

BY _____
Commissioner

BY _____
Association Representative, ONA

BY _____
Commissioner

BY _____
Business Representative, IUOE, Local 701

BY _____
Commissioner

BY _____
Business Representative, IBEW, Local 48

BY _____
Commissioner

BY _____
Business Representative, Brotherhood of
Painters, District Council 55

BY _____
District Attorney

BY _____
Sheriff

REVIEWED:

NEGOTIATED BY:

Laurence Kressel
County Counsel
Multnomah County, Oregon

Kenneth Upton
Labor Relations Manager
Multnomah County, Oregon

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

ORDINANCE NO. _____

An ordinance establishing a catastrophic leave sharing program for county employees and declaring an emergency.

Multnomah County ordains as follows:

Section 1. Findings. The Board of County Commissioners finds as follows:

A. County employees, their spouses, domestic partners or other household members occasionally experience catastrophic medical conditions which deplete their accrued leave while the employees are simultaneously without other income derived from their employment.

B. Fellow employees sometimes wish to donate vacation time or accumulated compensatory time off to such employees to alleviate their financial burdens while they cope with a catastrophic medical condition, but no means exists for such leave sharing.

C. Such leave sharing would not involve substantial additional County costs.

D. Reducing employee financial burdens during a catastrophic medical event through a leave sharing program would improve the morale of both employee donors and recipients, while relieving some of the recipient's financial and emotional burdens and permitting recipients to concentrate on resolving the catastrophic medical condition.

F. Improved morale and employee health serve the County's interests as an employer.

G. The bargaining agents representing County employees have been consulted, involved in the development of and support adoption of the program set forth in this ordinance.

1 Section 2. Title. This ordinance shall be known as the Employee Leave Sharing Ordinance.

2 Section 3. Definitions. For purposes of this ordinance, the below listed terms shall be
3 accorded the denoted meaning unless the context in which they appear clearly indicates a
4 different intent:

5 A. "Applicable elected official" means the Chair of the Board, District Attorney,
6 Auditor, or the Sheriff, whichever has administrative authority at law over the recipient
7 employee under this program.

8 B. "Board" means the Multnomah County Board of County Commissioners.

9 C. "Bargaining Agent" means the labor organization certified or recognized as the
10 exclusive bargaining agent of a bargaining unit of County employees.

11 D. "Catastrophic medical condition" means a medical or psychiatric condition which
12 would constitute a "serious medical condition" within the meaning of the federal Family Medical
13 Leave Act or the Oregon Family Medical Leave Act, whichever would permit broader use of
14 donated leave under this program.

15 E. "Confidential medical records or information" means all medical records and
16 information in the County's possession which the County is obligated to maintain in confidence
17 pursuant to the Americans With Disabilities Act, ORS 433.045(3), or other applicable law.

18 F. "County" means Multnomah County, Oregon.

19 G. "Donated leave" means hours of accumulated vacation leave or compensatory time
20 off donated by an employee to another employee under this program.

21 H. "MCSO" means Multnomah County Sheriff's Office.

1 I. "Payroll Unit" means the Finance Division's Central Payroll Unit or other operational
2 unit within the Chair's administrative authority and designated by the Chair to perform the
3 administrative functions assigned by this ordinance to the Central Payroll Unit or, for actions
4 required of MCSO employees, the MCSO Payroll Unit or other operating unit within the
5 Sheriff's administrative authority if so designated by order of the Sheriff.

6 J. "Program" means the Catastrophic Leave Sharing Program established by this
7 ordinance.

8 Section 4. General Purpose. The purpose of this ordinance is to establish a Catastrophic
9 Leave Sharing Program which may be hereafter modified in accordance with Section 21 below.
10 The purpose of the program is to permit County employees to voluntarily donate accumulated
11 vacation or compensatory time off to another employee who exhausts, or is likely to exhaust, his
12 or her accumulated paid leave due to a non-occupational catastrophic illness or injury to the
13 employee or a member of his or her immediate household that would otherwise likely cause the
14 employee to go on unpaid leave or terminate.

15 Section 5. General Eligibility To Participate In Program. Any County employee who, under
16 the applicable collective bargaining agreement or ordinance, is eligible to accrue vacation leave
17 when in pay status, shall be eligible to participate in the program as a recipient or donor;
18 provided, that notwithstanding any provision of ordinance 740 or its successors eligibility shall
19 not extend to an employee temporarily appointed to an exempt position unless that employee is
20 working temporarily out of his or her regular county classification.

21 Section 6. Leave Donations: Authorization, Limitations And Procedures.

1 A. Donations. Employees may voluntarily surrender to the County for use by a specified
2 recipient employee hours of accumulated vacation leave, compensatory time off, or both, and no
3 other type of leave, provided:

4 i. The donor may not donate hours which he or she would otherwise forfeit under
5 ordinance no. 740 or its successor or the applicable collective bargaining agreement;

6 ii. Donations must be in increments of whole donor hours;

7 iii. Donors must complete and sign a catastrophic leave donation form provided
8 by the Payroll Unit containing a declaration that the donation is intended as a gift and has been
9 given voluntarily without coercion, compensation or for other consideration;

10 iv. The recipient employee must be eligible for donations as defined by section 10
11 of this ordinance at the time the donation is made;

12 v. The donation must be made irrevocably, with the understanding that the
13 donated leave is lost to the donor forever for all purposes including, but not limited to, use for
14 paid time off, payoff upon termination, seniority and retirement credit;

15 vi. The donation must be made at a time when the recipient is eligible to receive
16 donations under the limitations set forth in section 13 of this ordinance.

17 B. Crediting of Donated Leave; Return of Excess Donations. Donated leave shall not be
18 deemed credited to a recipient employee's account until the employee has exhausted his or her
19 sick leave, vacation leave, personal holidays, time off in lieu of designated holidays, and
20 compensatory time off following his or her application for donated leave, pursuant to section 16
21 of this ordinance. Donations which would cause a recipient employee's donated leave balance to

1 exceed four hundred hours shall not be accepted, and the Payroll Unit shall so advise the putative
2 donor.

3 Section 7. Value of Donated Leave To Recipient, Taxation And Payroll Deductions. The
4 gross (pre-tax) dollar value to the recipient employee of donated leave will be calculated by
5 multiplying the donor's base hourly straight time wage rate at the time of the donation, including
6 any on-going longevity or achievement incentive pay normally treated as part of base by the
7 number of hours donated. This gross amount shall be divided by the recipient employee's base
8 hourly straight time wage rate at the time of the donation, including any on-going longevity or
9 achievement incentive pay normally treated as part of the base under the County's labor contracts
10 with its Deputy Sheriffs Association or Corrections Officers Association, to derive the number of
11 hours of paid leave available to the recipient employee as a result of the donation. The donated
12 leave shall be taxed and treated as wages to the recipient at the time of its use, or treated and
13 taxed as otherwise required by law, and shall be subject to normal withholding and payroll
14 deductions.

15 Section 8. Interdepartmental Leave Donations. Donations of leave under this program may
16 be made between employees in different bargaining units or departments and between union
17 represented and non-represented employees. However, in the event of a donation to an employee
18 in a different bargaining unit or from non-represented to represented employees, such donation
19 shall be permitted only if bargaining agents for any bargaining unit covering the recipient and
20 donor employee have consented to such transfers in the manner prescribed by section 22 of this
21 ordinance.

1 Section 9. Solicitation of Donations. Solicitation of leave donations shall be governed by
2 the following rules:

3 A. Who May Solicit. Donations may be solicited by the recipient employee, his or her
4 spouse, domestic partner, other family member, co-workers, or the Bargaining Agent. The
5 employer including, but not limited to, managers, supervisors, elected officials, or other agents of
6 the employer, may not solicit donations on the employee's behalf.

7 B. Confidentiality And Release of Medical Information. During the course of
8 administering or otherwise acting pursuant to this program, the employer or employees acting
9 within the scope of their employment may not disclose confidential medical records or
10 information, regardless of how they came into possession of the records or information.
11 Employees shall not in any instance disclose confidential medical records or information that
12 come into their possession solely through performance of their county employment duties.

13 C. Coercion Prohibited. The employer (including but not limited to managers,
14 supervisors, elected officials, or other agents of the employer), employees, and the bargaining
15 agent shall refrain from threatening, coercing, or intimidating employees for the purpose of
16 securing or inhibiting their participation or non-participation in this catastrophic leave program,
17 either as a donor or recipient. Participation or non-participation shall be purely voluntary.

18 Section 10. Eligibility To Receive Or Use Donated Leave And Limitations.

19 A. Donated Leave Must Be Used. An employee must use donated leave for which he or
20 she has applied and which he or she is eligible to use, and may not save such leave by taking an
21 unpaid leave.

1 B. When An Employee Is Eligible To Receive Or Use Donated Leave. Subject to
2 sections 11 and 14[c] below, an otherwise eligible employee may receive or use donated leave if
3 at the time:

4 i. the employee or a member of his or her immediate household has a catastrophic
5 medical condition;

6 ii. the employee has exhausted his or her accrued sick and vacation leave, personal
7 holidays, time off in lieu of designated holidays, and compensatory time off;

8 iii. the recipient employee is not receiving any other income derived from County
9 employment; and

10 iv. the person with the catastrophic medical condition precipitating the proposed
11 use of donated leave is unable to work in his or her regular position or in another position made
12 available by his or her employer.

13 C. Exception to Exhaustion Requirement. Notwithstanding subsection B, paragraph ii of
14 this section, an employee may have up to a combined total of ninety-six (96) hours of unused
15 vacation, sick leave, personal holiday time, time off in lieu of designated holidays, and
16 compensatory time off in his or her account at the time he or she applies for donated leave if the
17 employee reasonably believes it is likely that such hours will be exhausted by virtue of the
18 catastrophic medical condition giving rise to the application.

19 Section 11. Retroactive Use of Donated Leave.

20 A. Authorization By Elected Official. Except as limited by subsection B of this section,
21 the applicable elected official or his or her designee for such purposes may, in writing, authorize

1 retroactive application for and use of up to ninety-six (96) hours of donated leave to cover unpaid
2 time during the pay period in which the employee filed his or her application for donated leave if,
3 in his or her judgment, the purposes of this ordinance would be served by such retroactive use.

4 B. If Worker's Compensation Claim Filed. An employee who files a worker's
5 compensation claim in connection with the catastrophic medical condition giving rise to a
6 request for donated leave may, after processing of the worker's compensation claim has
7 concluded (including all appeals), retroactively apply for, receive and use donated leave up to the
8 number of hours that the employee would have used had the employee not filed the worker's
9 compensation claim unless the employee:

10 i. received a permanent total disability award,

11 ii. entered into a disputed claims settlement providing any payment for work time
12 lost on the specific date(s) for which donated leave would otherwise be used;

13 iii. received time loss, sick leave, vacation or other payments for such date(s);

14 iv. otherwise fails at the time of application for donated leave to qualify pursuant
15 to section 10 of this ordinance.

16 C. When Retroactive Payments Made. All retroactive payments made pursuant to this
17 section shall be made on the next regular county pay date following completion of one full pay
18 period.

19 Section 12. Recovery of Leave If Other Benefits Retroactively Granted. If an recipient
20 employee uses donated leave and subsequently is paid social security, PERS disability
21 retirement, disability retirement through another retirement system to which the County

1 contributes, or disability insurance benefits through a County sponsored plan for the same
2 date(s), the employee shall promptly notify the Payroll unit and Employee Services Division and
3 shall, within seven (7) days of receipt of such payments, repay the County the net payments
4 received for the donated leave used on such date(s). Upon the County's receipt of repayment, the
5 recipient employee's vacation or sick leave accounts shall be credited one hour of sick or
6 vacation leave, according to the formula set out in section 14 below, for each hour of donated
7 leave for which repayment is received and for each additional hour which was donated to, but
8 cannot be used by, the recipient employee to cover absence resulting from the catastrophic
9 medical condition for which the employee has received other benefits as described in this
10 section.

11 Section 13. Cap On Accumulation of Donated Leave, Draw Down And Future Donations. At

12 no time may a recipient employee's accumulation of donated leave exceed four hundred (400)
13 hours of donated leave, as calculated after conversion at the recipient employee's rate of pay.

14 Beginning when the recipient employee's balance reaches the four hundred (400) hour ceiling or
15 thirty (30) days after the date on which the recipient was notified of his or her eligibility,

16 whichever is earlier, the recipient must draw down and exhaust his or her entire balance before

17 additional donations may be added to the recipient's account. Such additional donations will be

18 confined within a new 30 day period beginning on the date the recipient's account is exhausted

19 or such shorter period as is required to reach the four hundred (400) hour accumulation ceiling.

20 Section 14. Disposition of Unused Donated Leave. Unused donated leave and compensatory

21 time off shall be disposed of as follows:

1 A. Upon return to work. If the recipient employee returns to work, any donated leave
2 hours which were not used by the recipient will be divided equally between vacation and sick
3 leave and retained by the recipient; provided that the crediting of vacation shall in each case be
4 limited to the number of vacation hours the employee would ordinarily accrue, given his or her
5 length of service at the time he or she returns to work, during a two year period under the terms
6 of ordinance no. 740 or its successor governing exempt employee vacation leave or under
7 collective bargaining agreement, whichever determines the employee's vacation accrual rate.
8 Any donated leave hours, which if credited to vacation leave would exceed such limitation, shall
9 be credited exclusively to the employee's sick leave account. EXAMPLE: A full-time employee
10 with one year of service is injured and receives four hundred (400) hours of donated leave. The
11 employee returns to work after using 30 hours of such leave. Upon the recipient's return to
12 work, the remaining 370 hours will be divided equally and converted to 185 hours of vacation
13 and 185 hours of sick leave. However, because the normal accrual allowed for an employee with
14 one year of service is 80 hours per year (accumulating to 160 hours over two years), the
15 employee will be credited with only 160 hours of vacation. The remaining 25 hours that would
16 otherwise be credited to vacation will be credited instead to sick leave. The total credit to sick
17 leave will thus be 210 hours (185 + 25).

18 B. Upon termination. If the recipient employee terminates from county service for any
19 reason, any donated leave hours which remain unused by the recipient shall at termination be
20 converted to vacation and sick leave under the formula set forth in subsection A of this section.

1 Donated leave converted to vacation will then be paid to the recipient or his or her survivors or,
2 absent survivors, estate in the same manner as other accumulated vacation.

3 C. Character after conversion; Application To Final Average Salary. After the
4 conversion of donated leave to sick and vacation leave has been undertaken pursuant to this
5 section, the hours shall no longer be deemed donated leave for purposes of this ordinance. The
6 applicability or inapplicability of donated leave converted to sick leave or vacation under this
7 ordinance with respect to final average salary or pension calculation under the Oregon Public
8 Employee Retirement System or any other pension system in which the County participates shall
9 be subject to such limitations, if any, as are imposed at the time of the recipient employee's
10 retirement by Oregon law, Multnomah County ordinance or an applicable collective bargaining
11 agreement between the County and the applicable Bargaining Agent.

12 Section 15. Effect Of Donated Leave On Employment Status, Seniority, Benefits And FMLA.

13 A. Employment Status. The fact that an employee is using donated leave shall not bar
14 immediate termination of the employee if such termination would otherwise take place by
15 operation of law, rule, regulation or order of the appointing authority. EXAMPLE: if an
16 employee would have otherwise been terminated due to layoff or other reasons, donated leave
17 does not extend employment beyond the stated termination date.

18 B. Seniority. Time spent on donated leave shall be treated as paid leave for seniority
19 accrual purposes.

20
21 /// /// /// ///

1 C. Benefits.

2 i. Medical & Dental Benefits. If the recipient is otherwise eligible for County-
3 paid medical and dental benefits, but for the fact that he or she is not "in pay status," the
4 employee will receive those benefits while using donated leave. If the employee's employment
5 terminates, termination of medical and dental benefits shall be governed by the same rules
6 applicable in any other termination.

7 ii. Other Benefits. An employee who uses donated leave is not in pay status for
8 purposes of and for that period is not credited with and does not accrue personal holidays, time
9 off in lieu of designated holidays, vacation or sick leave, or receive holiday pay while using
10 donated leave. An employee on donated leave at the commencement of the fiscal year who
11 would otherwise be credited at that time with time off in lieu of designated holidays shall, upon
12 return to work from donated leave, be credited with prorated time off in lieu of designated
13 holidays based on the percentage of the fiscal year remaining in the same manner as for new
14 hires after the commencement of the fiscal year.

15 D. Family Leave Treatment. If donated leave is used due to the catastrophic medical
16 condition of the employee or a family member residing in the employee's household for whose
17 catastrophic medical condition the employee would be entitled to leave under applicable state or
18 federal family medical leave law, time spent on donated leave shall count toward the employee's
19 annual entitlement to leave under those laws to the extent permitted by those laws.

20 Section 16. Application For Donated Leave. An employee who wishes to receive donated
21 leave must complete and file an application with the Payroll Unit. Such application shall be on

1 such form and contain such information as is required by the Payroll Unit including, but not
2 limited to, a statement signed in good faith by the employee that he or she qualifies for donated
3 leave under the eligibility criteria set out in section 10 (and section 11 if applicable); provided,
4 that the employee may have up to a combined total of ninety six (96) hours of sick leave,
5 vacation leave, personal holidays, time off in lieu of designated holidays, and compensatory time
6 off in his or her account at the time the application is submitted if the employee reasonably
7 believes that he or she will exhaust that leave due to a qualifying catastrophic medical condition
8 in existence at the time of the application. In addition, as part of the application the recipient
9 employee must agree that he or she will timely repay the County for donated leave payments
10 received by the employee when such repayment is required under Section 12 of this ordinance.
11 Further, the employee must submit with the application a statement signed by the employee's
12 health care practitioner certifying the existence of a qualifying catastrophic medical condition.
13 The County may require that such physician certification be on a form it supplies to the applicant
14 for purposes of certifying the initial or continued need for family medical leave under federal or
15 Oregon family medical leave laws.

16 Section 17. Verification And Notice Of Eligibility.

17 A. General Duty To Verify Eligibility. Upon receipt of a completed application, the
18 Manager of the applicable Payroll Unit or his or her designee shall verify the employee's
19 eligibility through such consultation with the employee, his or her supervisor, the Employee
20 Services Division, Risk Management Division, or any other county agency or employee who has
21 information the Payroll Unit Manager or designee reasonably deems is needed for verification.

1 B. Reliance On Representations Of Applicant And Health Care Provider. For purposes
2 of this ordinance, the Payroll Unit Manager or his or her designee shall treat as true those
3 certifications by the employee and his or her health provider made pursuant to section 16 of this
4 ordinance, unless the verifying Payroll Unit Manager or designee is aware of substantial
5 evidence indicating that such certifications may be untrue. In such latter case, the Payroll Unit
6 Manager or designee shall take such further steps as he or she deems advisable to verify
7 eligibility to his or her satisfaction.

8 C. Notice of Acceptance Or Denial Of Application. The Payroll Unit shall promptly
9 give notice of confirmation or denial of eligibility to the employee or mail it to his or her last
10 known address when the verification process is complete. The Payroll Unit shall send
11 contemporaneous copies of the notice to the employee's supervisor and the Employee Services
12 Division and the applicant's immediate supervisor. For requests involving MCSO employees, a
13 copy of the request, the confirmation of eligibility and any related donation forms executed
14 pursuant to section 11 below must be received by the Finance Division's Central Payroll Unit
15 before payments may be made to an employee under this program.

16 Section 18. Notice of Discontinuation of Eligibility. The recipient of donated leave shall
17 immediately notify his or her immediate supervisor, the Payroll Unit and Employee Services
18 Division in writing of any change in circumstance which negates the employee's continued
19 eligibility to participate in the program (e.g. approval of a disability retirement application, return
20 to work, termination, etc.). The recipient employee's supervisor shall undertake to ensure that
21 such notice is promptly given to the Payroll Unit and Employee Services Division in cases of

1 termination or return to work. In cases involving MCSO employees, the MCSO Payroll Unit
2 shall promptly forward a copy of the notice to the Finance Division's Central Payroll Unit and
3 the Employee Services Division.

4 Section 19. Supplemental Rules. The applicable elected official may create, modify or
5 eliminate such administrative rules, orders and procedures as are consistent with the terms of this
6 ordinance which he or she from time to time deems appropriate to administer this ordinance.

7 Section 20. Resolution of Disputes. All decisions made or actions undertaken as an employer
8 by the County or the applicable elected officials, pursuant to this catastrophic leave sharing
9 ordinance, including but not limited to the County's determinations concerning eligibility,
10 calculation of leave values, and any decision or action made or taken in the administration,
11 modification or termination of this program are final and binding on all parties and shall not be
12 grievable or arbitrable under any collective bargaining agreement or appealable to the County's
13 Merit System Council or in any other forum.

14 Section 21. Plan Modification or Termination. The Board may at its exclusive discretion and
15 at any time prospectively modify or discontinue any or all aspects of this catastrophic leave
16 sharing program, including but not limited to those terms set forth expressly in this ordinance,
17 and such modification or discontinuation shall not be subject to a duty to bargain either the
18 decision or impact of such decision. However, except when changes are undertaken to ensure
19 prompt compliance with state or federal law, such modifications or termination shall take effect
20 only after the employer gives the union notice of the modification or termination and a
21 reasonable opportunity within ten (10) days of the delivery of such notice to meet and confer

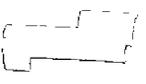


1 concerning the change or modifications. If implementation is undertaken prior to such
 2 consultations to ensure compliance with law, consultations shall occur as soon thereafter as is
 3 reasonably possible.

4 Section 22. Application Of This Ordinance To Represented Employees And To Employees
 5 Reporting To Elected Officials Other than the Chair. This ordinance shall not be applied to a
 6 member of a bargaining unit unless the exclusive agent for that unit has filed with the Labor
 7 Relations Division a written notice indicating that the exclusive agent accepts the terms of this
 8 ordinance in entirety without reservation or modification. Nothing in this section precludes an
 9 exclusive agent from demanding bargaining over mandatory subjects covered by this ordinance
 10 during negotiation of a successor to the collective bargaining agreement between the County and
 11 that exclusive agent pursuant to the termination clauses of those agreements. In addition, this
 12 ordinance shall not apply to employees reporting administratively to an applicable elected
 13 official other than the Chair unless the official gives the Labor Relations Division written notice
 14 that he or she consents to its application to such employees.

15 Approved this ____ day of _____, 19____ being the date of its first reading
 16 before the Board of County Commissioners of Multnomah County, Oregon.

MULTNOMAH COUNTY, OREGON



By _____
 Beverly Stein
 Multnomah County Chair

21 REVIEWED:
 22 Office of Multnomah County Counsel

23 By Steve Nemirow
 24 Steve Nemirow, Assistant County Counsel
 25

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

3
4 ORDINANCE NO. 873

5
6 An ordinance establishing a catastrophic leave sharing program for county employees and
7 declaring an emergency.

8 Multnomah County ordains as follows:

9 Section 1. Findings. The Board of County Commissioners finds as follows:

10 A. County employees, their spouses, domestic partners or other household members
11 occasionally experience catastrophic medical conditions which deplete their accrued leave while
12 the employees are simultaneously without other income derived from their employment.

13 B. Fellow employees sometimes wish to donate vacation time or accumulated
14 compensatory time off to such employees to alleviate their financial burdens while they cope
15 with a catastrophic medical condition, but no means exists for such leave sharing.

16 C. Such leave sharing would not involve substantial additional County costs.

17 D. Reducing employee financial burdens during a catastrophic medical event through a
18 leave sharing program would improve the morale of both employee donors and recipients, while
19 relieving some of the recipient's financial and emotional burdens and permitting recipients to
20 concentrate on resolving the catastrophic medical condition.

21 F. Improved morale and employee health serve the County's interests as an employer.

22 G. The bargaining agents representing County employees have been consulted, involved
23 in the development of and support adoption of the program set forth in this ordinance.

1 Section 2. Title. This ordinance shall be known as the Employee Leave Sharing Ordinance.

2 Section 3. Definitions. For purposes of this ordinance, the below listed terms shall be
3 accorded the denoted meaning unless the context in which they appear clearly indicates a
4 different intent:

5 A. "Applicable elected official" means the Chair of the Board, District Attorney,
6 Auditor, or the Sheriff, whichever has administrative authority at law over the recipient
7 employee under this program.

8 B. "Board" means the Multnomah County Board of County Commissioners.

9 C. "Bargaining Agent" means the labor organization certified or recognized as the
10 exclusive bargaining agent of a bargaining unit of County employees.

11 D. "Catastrophic medical condition" means a medical or psychiatric condition which
12 would constitute a "serious medical condition" within the meaning of the federal Family Medical
13 Leave Act or the Oregon Family Medical Leave Act, whichever would permit broader use of
14 donated leave under this program.

15 E. "Confidential medical records or information" means all medical records and
16 information in the County's possession which the County is obligated to maintain in confidence
17 pursuant to the Americans With Disabilities Act, ORS 433.045(3), or other applicable law.

18 F. "County" means Multnomah County, Oregon.

19 G. "Donated leave" means hours of accumulated vacation leave or compensatory time
20 off donated by an employee to another employee under this program.

21 H. "MCSO" means Multnomah County Sheriff's Office.

1 I. "Payroll Unit" means the Finance Division's Central Payroll Unit or other operational
2 unit within the Chair's administrative authority and designated by the Chair to perform the
3 administrative functions assigned by this ordinance to the Central Payroll Unit or, for actions
4 required of MCSO employees, the MCSO Payroll Unit or other operating unit within the
5 Sheriff's administrative authority if so designated by order of the Sheriff.

6 J. "Program" means the Catastrophic Leave Sharing Program established by this
7 ordinance.

8 Section 4. General Purpose. The purpose of this ordinance is to establish a Catastrophic
9 Leave Sharing Program which may be hereafter modified in accordance with Section 21 below.
10 The purpose of the program is to permit County employees to voluntarily donate accumulated
11 vacation or compensatory time off to another employee who exhausts, or is likely to exhaust, his
12 or her accumulated paid leave due to a non-occupational catastrophic illness or injury to the
13 employee or a member of his or her immediate household that would otherwise likely cause the
14 employee to go on unpaid leave or terminate.

15 Section 5. General Eligibility To Participate In Program. Any County employee who, under
16 the applicable collective bargaining agreement or ordinance, is eligible to accrue vacation leave
17 when in pay status, shall be eligible to participate in the program as a recipient or donor;
18 provided, that notwithstanding any provision of ordinance 740 or its successors eligibility shall
19 not extend to an employee temporarily appointed to an exempt position unless that employee is
20 working temporarily out of his or her regular county classification.

21 Section 6. Leave Donations: Authorization, Limitations And Procedures.

1 A. Donations. Employees may voluntarily surrender to the County for use by a specified
2 recipient employee hours of accumulated vacation leave, compensatory time off, or both, and no
3 other type of leave, provided:

4 i. The donor may not donate hours which he or she would otherwise forfeit under
5 ordinance no. 740 or its successor or the applicable collective bargaining agreement;

6 ii. Donations must be in increments of whole donor hours;

7 iii. Donors must complete and sign a catastrophic leave donation form provided
8 by the Payroll Unit containing a declaration that the donation is intended as a gift and has been
9 given voluntarily without coercion, compensation or for other consideration;

10 iv. The recipient employee must be eligible for donations as defined by section 10
11 of this ordinance at the time the donation is made;

12 v. The donation must be made irrevocably, with the understanding that the
13 donated leave is lost to the donor forever for all purposes including, but not limited to, use for
14 paid time off, payoff upon termination, seniority and retirement credit;

15 vi. The donation must be made at a time when the recipient is eligible to receive
16 donations under the limitations set forth in section 13 of this ordinance.

17 B. Crediting of Donated Leave; Return of Excess Donations. Donated leave shall not be
18 deemed credited to a recipient employee's account until the employee has exhausted his or her
19 sick leave, vacation leave, personal holidays, time off in lieu of designated holidays, and
20 compensatory time off following his or her application for donated leave, pursuant to section 16
21 of this ordinance. Donations which would cause a recipient employee's donated leave balance to

1 exceed four hundred hours shall not be accepted, and the Payroll Unit shall so advise the putative
2 donor.

3 Section 7. Value of Donated Leave To Recipient, Taxation And Payroll Deductions. The
4 gross (pre-tax) dollar value to the recipient employee of donated leave will be calculated by
5 multiplying the donor's base hourly straight time wage rate at the time of the donation, including
6 any on-going longevity or achievement incentive pay normally treated as part of base by the
7 number of hours donated. This gross amount shall be divided by the recipient employee's base
8 hourly straight time wage rate at the time of the donation, including any on-going longevity or
9 achievement incentive pay normally treated as part of the base under the County's labor contracts
10 with its Deputy Sheriffs Association or Corrections Officers Association, to derive the number of
11 hours of paid leave available to the recipient employee as a result of the donation. The donated
12 leave shall be taxed and treated as wages to the recipient at the time of its use, or treated and
13 taxed as otherwise required by law, and shall be subject to normal withholding and payroll
14 deductions.

15 Section 8. Interdepartmental Leave Donations. Donations of leave under this program may
16 be made between employees in different bargaining units or departments and between union
17 represented and non-represented employees. However, in the event of a donation to an employee
18 in a different bargaining unit or from non-represented to represented employees, such donation
19 shall be permitted only if bargaining agents for any bargaining unit covering the recipient and
20 donor employee have consented to such transfers in the manner prescribed by section 22 of this
21 ordinance.

1 Section 9. Solicitation of Donations. Solicitation of leave donations shall be governed by
2 the following rules:

3 A. Who May Solicit. Donations may be solicited by the recipient employee, his or her
4 spouse, domestic partner, other family member, co-workers, or the Bargaining Agent. The
5 employer including, but not limited to, managers, supervisors, elected officials, or other agents of
6 the employer, may not solicit donations on the employee's behalf.

7 B. Confidentiality And Release of Medical Information. During the course of
8 administering or otherwise acting pursuant to this program, the employer or employees acting
9 within the scope of their employment may not disclose confidential medical records or
10 information, regardless of how they came into possession of the records or information.

11 Employees shall not in any instance disclose confidential medical records or information that
12 come into their possession solely through performance of their county employment duties.

13 C. Coercion Prohibited. The employer (including but not limited to managers,
14 supervisors, elected officials, or other agents of the employer), employees, and the bargaining
15 agent shall refrain from threatening, coercing, or intimidating employees for the purpose of
16 securing or inhibiting their participation or non-participation in this catastrophic leave program,
17 either as a donor or recipient. Participation or non-participation shall be purely voluntary.

18 Section 10. Eligibility To Receive Or Use Donated Leave And Limitations.

19 A. Donated Leave Must Be Used. An employee must use donated leave for which he or
20 she has applied and which he or she is eligible to use, and may not save such leave by taking an
21 unpaid leave.

1 B. When An Employee Is Eligible To Receive Or Use Donated Leave. Subject to
2 sections 11 and 14[c] below, an otherwise eligible employee may receive or use donated leave if
3 at the time:

4 i. the employee or a member of his or her immediate household has a catastrophic
5 medical condition;

6 ii. the employee has exhausted his or her accrued sick and vacation leave, personal
7 holidays, time off in lieu of designated holidays, and compensatory time off;

8 iii. the recipient employee is not receiving any other income derived from County
9 employment; and

10 iv. the person with the catastrophic medical condition precipitating the proposed
11 use of donated leave is unable to work in his or her regular position or in another position made
12 available by his or her employer.

13 C. Exception to Exhaustion Requirement. Notwithstanding subsection B, paragraph ii of
14 this section, an employee may have up to a combined total of ninety-six (96) hours of unused
15 vacation, sick leave, personal holiday time, time off in lieu of designated holidays, and
16 compensatory time off in his or her account at the time he or she applies for donated leave if the
17 employee reasonably believes it is likely that such hours will be exhausted by virtue of the
18 catastrophic medical condition giving rise to the application.

19 Section 11. Retroactive Use of Donated Leave.

20 A. Authorization By Elected Official. Except as limited by subsection B of this section,
21 the applicable elected official or his or her designee for such purposes may, in writing, authorize

1 retroactive application for and use of up to ninety-six (96) hours of donated leave to cover unpaid
2 time during the pay period in which the employee filed his or her application for donated leave if,
3 in his or her judgment, the purposes of this ordinance would be served by such retroactive use.

4 B. If Worker's Compensation Claim Filed. An employee who files a worker's
5 compensation claim in connection with the catastrophic medical condition giving rise to a
6 request for donated leave may, after processing of the worker's compensation claim has
7 concluded (including all appeals), retroactively apply for, receive and use donated leave up to the
8 number of hours that the employee would have used had the employee not filed the worker's
9 compensation claim unless the employee:

10 i. received a permanent total disability award,

11 ii. entered into a disputed claims settlement providing any payment for work time
12 lost on the specific date(s) for which donated leave would otherwise be used;

13 iii. received time loss, sick leave, vacation or other payments for such date(s);

14 iv. otherwise fails at the time of application for donated leave to qualify pursuant
15 to section 10 of this ordinance.

16 C. When Retroactive Payments Made. All retroactive payments made pursuant to this
17 section shall be made on the next regular county pay date following completion of one full pay
18 period.

19 Section 12. Recovery of Leave If Other Benefits Retroactively Granted. If an recipient
20 employee uses donated leave and subsequently is paid social security, PERS disability
21 retirement, disability retirement through another retirement system to which the County

1 contributes, or disability insurance benefits through a County sponsored plan for the same
2 date(s), the employee shall promptly notify the Payroll unit and Employee Services Division and
3 shall, within seven (7) days of receipt of such payments, repay the County the net payments
4 received for the donated leave used on such date(s). Upon the County's receipt of repayment, the
5 recipient employee's vacation or sick leave accounts shall be credited one hour of sick or
6 vacation leave, according to the formula set out in section 14 below, for each hour of donated
7 leave for which repayment is received and for each additional hour which was donated to, but
8 cannot be used by, the recipient employee to cover absence resulting from the catastrophic
9 medical condition for which the employee has received other benefits as described in this
10 section.

11 Section 13. Cap On Accumulation of Donated Leave, Draw Down And Future Donations. At
12 no time may a recipient employee's accumulation of donated leave exceed four hundred (400)
13 hours of donated leave, as calculated after conversion at the recipient employee's rate of pay.
14 Beginning when the recipient employee's balance reaches the four hundred (400) hour ceiling or
15 thirty (30) days after the date on which the recipient was notified of his or her eligibility,
16 whichever is earlier, the recipient must draw down and exhaust his or her entire balance before
17 additional donations may be added to the recipient's account. Such additional donations will be
18 confined within a new 30 day period beginning on the date the recipient's account is exhausted
19 or such shorter period as is required to reach the four hundred (400) hour accumulation ceiling.

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21 time off shall be disposed of as follows:

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2 hours which were not used by the recipient will be divided equally between vacation and sick
3 leave and retained by the recipient; provided that the crediting of vacation shall in each case be
4 limited to the number of vacation hours the employee would ordinarily accrue, given his or her
5 length of service at the time he or she returns to work, during a two year period under the terms
6 of ordinance no. 740 or its successor governing exempt employee vacation leave or under
7 collective bargaining agreement, whichever determines the employee's vacation accrual rate.
8 Any donated leave hours, which if credited to vacation leave would exceed such limitation, shall
9 be credited exclusively to the employee's sick leave account. EXAMPLE: A full-time employee
10 with one year of service is injured and receives four hundred (400) hours of donated leave. The
11 employee returns to work after using 30 hours of such leave. Upon the recipient's return to
12 work, the remaining 370 hours will be divided equally and converted to 185 hours of vacation
13 and 185 hours of sick leave. However, because the normal accrual allowed for an employee with
14 one year of service is 80 hours per year (accumulating to 160 hours over two years), the
15 employee will be credited with only 160 hours of vacation. The remaining 25 hours that would
16 otherwise be credited to vacation will be credited instead to sick leave. The total credit to sick
17 leave will thus be 210 hours (185 + 25).

18 B. Upon termination. If the recipient employee terminates from county service for any
19 reason, any donated leave hours which remain unused by the recipient shall at termination be
20 converted to vacation and sick leave under the formula set forth in subsection A of this section.

1 Donated leave converted to vacation will then be paid to the recipient or his or her survivors or,
2 absent survivors, estate in the same manner as other accumulated vacation.

3 C. Character after conversion: Application To Final Average Salary. After the
4 conversion of donated leave to sick and vacation leave has been undertaken pursuant to this
5 section, the hours shall no longer be deemed donated leave for purposes of this ordinance. The
6 applicability or inapplicability of donated leave converted to sick leave or vacation under this
7 ordinance with respect to final average salary or pension calculation under the Oregon Public
8 Employee Retirement System or any other pension system in which the County participates shall
9 be subject to such limitations, if any, as are imposed at the time of the recipient employee's
10 retirement by Oregon law, Multnomah County ordinance or an applicable collective bargaining
11 agreement between the County and the applicable Bargaining Agent.

12 Section 15. Effect Of Donated Leave On Employment Status, Seniority, Benefits And FMLA.

13 A. Employment Status. The fact that an employee is using donated leave shall not bar
14 immediate termination of the employee if such termination would otherwise take place by
15 operation of law, rule, regulation or order of the appointing authority. EXAMPLE: if an
16 employee would have otherwise been terminated due to layoff or other reasons, donated leave
17 does not extend employment beyond the stated termination date.

18 B. Seniority. Time spent on donated leave shall be treated as paid leave for seniority
19 accrual purposes.

20
21 /// /// /// ///

1 C. Benefits.

2 i. Medical & Dental Benefits. If the recipient is otherwise eligible for County-
3 paid medical and dental benefits, but for the fact that he or she is not “in pay status,” the
4 employee will receive those benefits while using donated leave. If the employee’s employment
5 terminates, termination of medical and dental benefits shall be governed by the same rules
6 applicable in any other termination.

7 ii. Other Benefits. An employee who uses donated leave is not in pay status for
8 purposes of and for that period is not credited with and does not accrue personal holidays, time
9 off in lieu of designated holidays, vacation or sick leave, or receive holiday pay while using
10 donated leave. An employee on donated leave at the commencement of the fiscal year who
11 would otherwise be credited at that time with time off in lieu of designated holidays shall, upon
12 return to work from donated leave, be credited with prorated time off in lieu of designated
13 holidays based on the percentage of the fiscal year remaining in the same manner as for new
14 hires after the commencement of the fiscal year.

15 D. Family Leave Treatment. If donated leave is used due to the catastrophic medical
16 condition of the employee or a family member residing in the employee’s household for whose
17 catastrophic medical condition the employee would be entitled to leave under applicable state or
18 federal family medical leave law, time spent on donated leave shall count toward the employee’s
19 annual entitlement to leave under those laws to the extent permitted by those laws.

20 Section 16. Application For Donated Leave. An employee who wishes to receive donated
21 leave must complete and file an application with the Payroll Unit. Such application shall be on

1 such form and contain such information as is required by the Payroll Unit including, but not
2 limited to, a statement signed in good faith by the employee that he or she qualifies for donated
3 leave under the eligibility criteria set out in section 10 (and section 11 if applicable); provided,
4 that the employee may have up to a combined total of ninety six (96) hours of sick leave,
5 vacation leave, personal holidays, time off in lieu of designated holidays, and compensatory time
6 off in his or her account at the time the application is submitted if the employee reasonably
7 believes that he or she will exhaust that leave due to a qualifying catastrophic medical condition
8 in existence at the time of the application. In addition, as part of the application the recipient
9 employee must agree that he or she will timely repay the County for donated leave payments
10 received by the employee when such repayment is required under Section 12 of this ordinance.
11 Further, the employee must submit with the application a statement signed by the employee's
12 health care practitioner certifying the existence of a qualifying catastrophic medical condition.
13 The County may require that such physician certification be on a form it supplies to the applicant
14 for purposes of certifying the initial or continued need for family medical leave under federal or
15 Oregon family medical leave laws.

16 Section 17. Verification And Notice Of Eligibility.

17 A. General Duty To Verify Eligibility. Upon receipt of a completed application, the
18 Manager of the applicable Payroll Unit or his or her designee shall verify the employee's
19 eligibility through such consultation with the employee, his or her supervisor, the Employee
20 Services Division, Risk Management Division, or any other county agency or employee who has
21 information the Payroll Unit Manager or designee reasonably deems is needed for verification.

1 B. Reliance On Representations Of Applicant And Health Care Provider. For purposes
2 of this ordinance, the Payroll Unit Manager or his or her designee shall treat as true those
3 certifications by the employee and his or her health provider made pursuant to section 16 of this
4 ordinance, unless the verifying Payroll Unit Manager or designee is aware of substantial
5 evidence indicating that such certifications may be untrue. In such latter case, the Payroll Unit
6 Manager or designee shall take such further steps as he or she deems advisable to verify
7 eligibility to his or her satisfaction.

8 C. Notice of Acceptance Or Denial Of Application. The Payroll Unit shall promptly
9 give notice of confirmation or denial of eligibility to the employee or mail it to his or her last
10 known address when the verification process is complete. The Payroll Unit shall send
11 contemporaneous copies of the notice to the employee's supervisor and the Employee Services
12 Division and the applicant's immediate supervisor. For requests involving MCSO employees, a
13 copy of the request, the confirmation of eligibility and any related donation forms executed
14 pursuant to section 11 below must be received by the Finance Division's Central Payroll Unit
15 before payments may be made to an employee under this program.

16 Section 18. Notice of Discontinuation of Eligibility. The recipient of donated leave shall
17 immediately notify his or her immediate supervisor, the Payroll Unit and Employee Services
18 Division in writing of any change in circumstance which negates the employee's continued
19 eligibility to participate in the program (e.g. approval of a disability retirement application, return
20 to work, termination, etc.). The recipient employee's supervisor shall undertake to ensure that
21 such notice is promptly given to the Payroll Unit and Employee Services Division in cases of

1 termination or return to work. In cases involving MCSO employees, the MCSO Payroll Unit
2 shall promptly forward a copy of the notice to the Finance Division's Central Payroll Unit and
3 the Employee Services Division.

4 Section 19. Supplemental Rules. The applicable elected official may create, modify or
5 eliminate such administrative rules, orders and procedures as are consistent with the terms of this
6 ordinance which he or she from time to time deems appropriate to administer this ordinance.

7 Section 20. Resolution of Disputes. All decisions made or actions undertaken as an employer
8 by the County or the applicable elected officials, pursuant to this catastrophic leave sharing
9 ordinance, including but not limited to the County's determinations concerning eligibility,
10 calculation of leave values, and any decision or action made or taken in the administration,
11 modification or termination of this program are final and binding on all parties and shall not be
12 grievable or arbitrable under any collective bargaining agreement or appealable to the County's
13 Merit System Council or in any other forum.

14 Section 21. Plan Modification or Termination. The Board may at its exclusive discretion and
15 at any time prospectively modify or discontinue any or all aspects of this catastrophic leave
16 sharing program, including but not limited to those terms set forth expressly in this ordinance,
17 and such modification or discontinuation shall not be subject to a duty to bargain either the
18 decision or impact of such decision. However, except when changes are undertaken to ensure
19 prompt compliance with state or federal law, such modifications or termination shall take effect
20 only after the employer gives the union notice of the modification or termination and a
21 reasonable opportunity within ten (10) days of the delivery of such notice to meet and confer

1 concerning the change or modifications. If implementation is undertaken prior to such
2 consultations to ensure compliance with law, consultations shall occur as soon thereafter as is
3 reasonably possible.

4 Section 22. Application Of This Ordinance To Represented Employees And To Employees

5 Reporting To Elected Officials Other than the Chair. This ordinance shall not be applied to a
6 member of a bargaining unit unless the exclusive agent for that unit has filed with the Labor
7 Relations Division a written notice indicating that the exclusive agent accepts the terms of this
8 ordinance in entirety without reservation or modification. Nothing in this section precludes an
9 exclusive agent from demanding bargaining over mandatory subjects covered by this ordinance
10 during negotiation of a successor to the collective bargaining agreement between the County and
11 that exclusive agent pursuant to the termination clauses of those agreements. In addition, this
12 ordinance shall not apply to employees reporting administratively to an applicable elected
13 official other than the Chair unless the official gives the Labor Relations Division written notice
14 that he or she consents to its application to such employees.

15 Section 23. Emergency Clause. This ordinance, being necessary for the health, safety, and
16 general welfare of the people of Multnomah County, an emergency is declared and the ordinance
17 shall take effect upon its execution by the County Chair, pursuant to section 5.50 of the Charter
18 of Multnomah County.

19
20 /// /// /// ///

1 Approved this 30th day of January, 1997 being the date of its first reading

2 before the Board of County Commissioners of Multnomah County, Oregon.



3 MULTNOMAH COUNTY, OREGON

4
5
6 By *Beverly Steir*
7 Beverly Steir
8 Multnomah County Chair

9
10 Office of Multnomah County Counsel

11 By *Katie Galt*
12 Assistant County Counsel
13

MEETING DATE: JAN 21 1997 JAN 30 1997

AGENDA NO: R-2 R-4

ESTIMATED START TIME: 9:30 9:50

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Ordinance of Adoption of Bicycle and Pedestrian Citizen Advisory Committee

BOARD BRIEFING Date Requested: _____

Requested by: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: January 23, 1997

Amount of Time Needed: 5 Minutes

DEPARTMENT: Environmental Services

DIVISION: Transp. & Land Use Plan

CONTACT: Karen Schilling

TELEPHONE #: X6998

BLDG/ROOM #: #425/Yeon

PERSON(S) MAKING PRESENTATION: Karen Schilling

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

SUGGESTED AGENDA TITLE:

Ordinance adoption for establishing a Bicycle and Pedestrian Citizen Advisory Committee.

1/30/97 copies to KAREN SCHILLING
1/30/97 Interest forms to TODD THISCHEL (Boards & Commissions)
2/3/97 copies to Ordinance Distribution list

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: Lance Nicholas

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

#1

PLEASE PRINT LEGIBLY!

MEETING DATE 1-30-97

NAME TODD MISCHKE
ADDRESS 8104 SE RAYMOND #2
STREET
PORTLAND 97236
CITY ZIP

I WISH TO SPEAK ON AGENDA ITEM NO. R4
SUPPORT OPPOSE _____
SUBMIT TO BOARD CLERK _____





MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES
TRANSPORTATION AND LAND USE PLANNING DIVISION
1620 SE 190TH AVENUE
PORTLAND, OREGON 97233
(503) 248-5050

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
Dept. of Environmental Services

Karen Schilling
Transportation Planning Specialist

TODAY'S DATE: January 9, 1997

REQUESTED PLACEMENT DATE: January 23, 1997

RE: Ordinance establishing the Multnomah County Bicycle and Pedestrian Citizen Advisory Committee

I. Recommendation/Action Requested:

Adopt ordinance to establish the Multnomah County Bicycle and Pedestrian Citizen Advisory Committee.

II. Background/Analysis:

The Bicycle Master Plan (1990) recommended a Bicycle Citizen Advisory Committee which is now defunct. The Pedestrian Master Plan (1996) also recommended a Pedestrian Citizen Advisory Committee. Establishing a joint bicycle and pedestrian committee is suggested to best serve the needs and interests of non-motorized transportation in Multnomah County.

III. Financial Impact:

Staff will provide technical support to the advisory committee. This time is included in the work program of a full-time staff position in the Transportation Planning Section.

V. Legal Issues:

There are no legal issues.

V. Controversial Issues:

There are no controversial issues.

VI. Link to Current County Policies:

Establishing a Bicycle and Pedestrian Citizen Advisory Committee conforms with Policy 3 in the County's Comprehensive Framework Plan.

VII. Citizen Participation:

A Citizen Advisory Committee assisted in the development of both the Bicycle and Pedestrian Master Plans.

VIII. Other Government Participation:

There is no impact to other jurisdictions or county departments.

ORDINANCE FACT SHEET

Ordinance Title: Multnomah County Bicycle and Pedestrian Citizen Advisory Committee

Give a brief statement of the purpose of the ordinance including the rationale for adoption, description of persons benefited, alternatives explored:

The purpose of the Bicycle and Pedestrian Citizen Advisory Committee is to advise the Transportation and Land Use Planning Division on specific issues, problems and opportunities involving bicycle and pedestrian transportation. The Committee will also serve as the Citizen Advisory Committee for updating the Bicycle Master Plan in the near future. Establishing an on-going Committee will provide continuity for pedestrian and bicycling projects in Multnomah County. Information is distributed to and received from citizens in a timely manner through this Committee.

What other local jurisdictions have enacted similar legislation?

The State of Oregon has recently merged the Bicycle and Pedestrian Advisory Committees to be one group. Locally, the City of Gresham and Clackamas County have joint Bicycle and Pedestrian Citizen Advisory Committees. There is also a national trend for bicyclists and pedestrians to join together to represent common interests for non-motorized modes of transportation.

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

The joint bicycle and pedestrian advisory committees in other jurisdictions have been successful representing an integrated view of a balanced transportation system.

What is the fiscal impact, if any?

There is no fiscal impact.

(Please use other side if you need more space)

SIGNATURES

Person Filling Out Form: Karen Schilling

Planning & Budget (if fiscal impact): _____

Department Manager/Elected Official: Laura Nicholas

1 BEFORE THE BOARD OF COUNTY COMMISSIONERS
2 FOR MULTNOMAH COUNTY, OREGON
3 ORDINANCE NO. 874

4 An ordinance repealing Ordinance 770 and abolishing the
5 Bikeway Citizen Advisory Committee, and establishing in its place
6 the Multnomah County Bicycle and Pedestrian Citizen Advisory
7 Committee.

8 Multnomah County ordains as follows:

9 Section I. **Findings.**

10 The Board of County Commissioners finds that:

11 (A) In 1990 the Board adopted a Bicycle Master Plan and
12 recommended the establishment of a Bikeway Citizen Advisory
13 Committee.

14 (B) In 1993 the Board adopted Ordinance 770, which
15 established such a committee. The committee has become inactive.

16 (C) In 1996 the Board adopted a Pedestrian Master Plan and
17 recommended the establishment of a Pedestrian Citizen Advisory
18 Committee.

19 (D) The Board now proposes the establishment of a joint
20 Bicycle and Pedestrian Citizen Advisory Committee, which will
21 represent the common interest of bicyclists and pedestrians in
22 promoting alternate modes of transportation.

23 (E) The Transportation and Land Use Planning Division
24 (Division) has solicited local cities, organizations and user
25 groups to appoint a representative to the Committee.

26 (F) The input of such interested citizens can assist the
 Division in implementing the Bicycle and Pedestrian Master Plans in

1 a more timely and efficient manner.

2 **Section II. Repeal.**

3 Ordinance 770 is hereby repealed and the Bikeway Citizen
4 Advisory Committee is officially disbanded.

5 **Section III. Bicycle and Pedestrian Citizen Advisory Committee.**

6 The Bicycle and Pedestrian Citizen Advisory Committee is
7 hereby established.

8 **Section IV. Duties and Membership, Term of Office, Vacancies,
9 Conflict of Interest, Compensation, Operating Rules, Staff and
10 Funding.**

11 (A) Duties.

12 (1) The Bicycle and Pedestrian Citizen Advisory
13 Committee (the Committee) shall advise the Division on matters
14 involving bicycle and pedestrian transportation. The Committee
15 shall identify specific issues, problems, and opportunities, and
16 shall assist in evaluating projects for the Bicycle Capital
17 Improvement Plan and the Pedestrian Capital Improvement Plan.

18 (2) The Committee shall act as a liaison between the
19 Division and the organizations represented.

20 (3) The Committee shall serve as a source of volunteers
21 for assisting the Division at public events supporting bicycle and
22 pedestrian issues.

23 (B) Membership.

24 (1) The Committee shall be appointed by the County Chair
25 upon the approval of the Board of County Commissioners.

26 (2) The membership of the Committee shall be as follows:

1 Position 1. One (1) citizen nominated by the City
2 of Gresham.

3 Position 2. One (1) citizen nominated by the City
4 of Troutdale.

5 Position 3. One (1) citizen nominated by the City
6 of Wood Village.

7 Position 4. One (1) citizen nominated by the City
8 of Fairview.

9 Position 5. One (1) citizen nominated by the
10 Northeast Multnomah County Community Association.

11 Position 6. One (1) citizen nominated by the Sauvie
12 Island Conservancy.

13 Position 7. One (1) citizen nominated by the Sauvie
14 Island Grange.

15 Position 8. One (1) citizen from Multnomah County
16 at large, nominated by the Multnomah County Citizen
17 Involvement Committee.

18 Position 9. One (1) citizen from unincorporated
19 Multnomah County west of the Willamette River, nominated
20 by the Citizens for the Preservation of Skyline Ridge.

21 Position 10. One (1) citizen from unincorporated
22 Multnomah County, west of the Sandy River, nominated by
23 the Multnomah County Citizen Involvement Committee.

24 Position 11. One (1) member of the Portland Bicycle
25 Advisory Committee.

26 Position 12. One (1) member of the Bicycle

1 Transportation Alliance.

2 Position 13. One (1) member of the Willamette
3 Pedestrian Coalition.

4 Position 14. One (1) member of the Portland
5 Pedestrian Advisory Committee.

6 (3) With regard to Positions 1-10, if a representative
7 is not nominated by the respective organization named above, the
8 Division may nominate a representative who lives in the respective
9 geographic area.

10 (C) Term.

11 (1) Each member shall be appointed by position for a
12 term of two (2) years. No person may serve more than three (3)
13 terms.

14 (2) To ensure rotating terms, the following terms shall
15 apply to all initial appointments:

16 (a) Even numbered positions shall serve three year
17 terms;

18 (b) Odd numbered positions shall serve two year
19 terms.

20 (D) Vacancies.

21 Vacancies on the Committee shall be declared by the
22 Division, upon the written recommendation of the Committee, if a
23 member has missed four consecutive meetings. A vacancy may be
24 filled by requesting the government or organization represented to
25 nominate a replacement.

26 (E) Conflict of Interest.

1 Any member of the Committee who has a monetary or
2 investment interest in any matter before the Committee shall so
3 inform the membership of the Committee.

4 (F) Compensation.

5 Members shall receive no compensation.

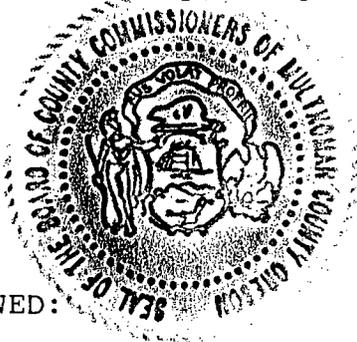
6 (G) Operating Rules.

7 The Committee shall prepare operating rules for conduct
8 of meetings and selection of officers. All meetings shall be held
9 in accordance with ORS 192, the Oregon Open Meetings Law.

10 (H) Staff and Funding.

11 The Division shall provide technical and clerical support
12 for the Committee. Staffing the Committee is included in the work
13 program of a permanent, full-time Planner, funded through the
14 Transportation Planning section of the Division.

15 APPROVED this 30th day of January, 1997, being the date
16 of its second reading before the Board of County Commissioners of
17 Multnomah County, Oregon.



MULTNOMAH COUNTY, OREGON

18
19
20 By Beverly Stein
Beverly Stein, County Chair

21
22 REVIEWED:

23
24 By Sandra N. Duffy
Sandra N. Duffy
25 Chief Assistant County Counsel
26

MULTNOMAH COUNTY COUNSEL
1120 S.W. Fifth Avenue, Suite 1530
P.O. Box 849
Portland, Oregon 97207-0849
(503) 248-3138

MEETING DATE: JAN 30 1997

AGENDA #: R-5

ESTIMATED START TIME: 9:55

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: IGA - State of Oregon Department of Corrections

BOARD BRIEFING: DATE REQUESTED: _____

REQUESTED BY: _____

AMOUNT OF TIME NEEDED: _____

REGULAR MEETING: DATE REQUESTED: 1-23-97

AMOUNT OF TIME NEEDED: 15 minutes

DEPARTMENT: Juvenile and Adult
~~Community Justice~~

DIVISION: Adult Community Justice

CONTACT: Sherine Murphy

TELEPHONE #: x6624

BLDG/ROOM #: _____

PERSON(S) MAKING PRESENTATION: Elyse Clawson

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

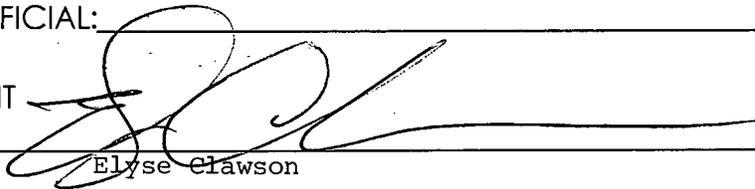
SUGGESTED AGENDA TITLE:

Intergovernmental agreement with the State of Oregon Department of Corrections for funding and operations of community corrections of Multnomah County. 95/97 biennium.

1/30/97 ORIGINALS to CARLY HARKAWAY

BOARD OF
COUNTY COMMISSIONERS
97 JAN 14 AM 11:13
MULTNOMAH COUNTY
OREGON

SIGNATURES REQUIRED:

ELECTED OFFICIAL:
(OR)
DEPARTMENT
MANAGER: 
Elyse Clawson

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES



MULTNOMAH COUNTY DEPARTMENT OF
COMMUNITY CORRECTIONS

MEMORANDUM

TO: Board of County Commissioners

FROM: Cary Harkaway *Cary*

DATE: January 8, 1997

REQUESTED DATE: January 23, 1997

SUBJECT: Approval of IGA with Oregon DOC and Community
Corrections Plan

I. Recommendation/Action Requested

The Department seeks Board approval of the IGA with Oregon DOC and the Multnomah County Community Corrections Plan which is considered part of that IGA. The period covered by the IGA and Plan is 1/1/97 to 6/30/97, which coincides with the first six months of County responsibility for offenders sentenced to 12 months or less.

II. Background/Analysis

Under SB 1145, counties became responsible for offenders sentenced to 12 months or less, effective 1/1/97. Each county is required to submit a Plan to Oregon DOC as a condition for receiving two categories of State funding: Grant-In-Aid funds and New Impact funds. Grant-In-Aid funds will support the operation of our community corrections program. New Impact funds support the operation of programs in the Sheriff's Office and in this Department which target the SB 1145 population. New Impact funds also provide administrative support for our Local Public Safety Coordinating Council.

III. Financial Impact

Submission of an approved IGA and Plan is a requirement for community corrections funding and operations. The total State funding for the six month period covered by the IGA and Plan is \$11,548,950. This includes \$8,381,950 in Grant-In-Aid funds and \$3,167,000 in New Impact funds. These amounts have already been appropriated by the County.

IV. Legal Issues

None.

V. Controversial Issues

The State has allocated \$3,167,000 in New Impact funds to the County to operate SB 1145 programs and to staff the Local Public Safety Coordinating Council. Our Plan includes New Impact expenditures totaling \$4,402,515. The larger amount was considered necessary by the Local Public Safety Coordinating Council and the Board of County Commissioners to cover anticipated programmatic costs associated with the target population of offenders sentenced to 12 months or less. DOC has provided intake and length of stay information which indicates that the actual allocation may be sufficient for the County to implement its SB 1145 plan. The County is committed to reviewing offender flow and expenditure data periodically during the six month period covered by this Community Corrections Plan. The purpose of these reviews will be to adjust program referral and utilization practices to help balance revenues and expenditures. These reviews will also help State and County planners identify any current or future allocation problems.

VI. Link to Current County Policies

The Plan is consistent with the policy and program direction approved by the Local Public Safety Coordinating Council and the Board.

VII. Citizen Participation

This Plan has been approved by the Local Public Safety Coordinating Council. It has been forwarded to our CBAC for their review on 1/16/97.

VIII. Other Government Participation

Development of the Plan has involved the participation of several County departments and other agencies represented on the Local Public Safety Council.



MULTNOMAH COUNTY CONTRACT APPROVAL FORM

Contract # 900374

Prior-Approved Contract Boilerplate: Attached: Not Attached:

Amendment # 4

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 type="checkbox"/> Intergovernmental Agreement over \$25,000 APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>R-5</u> DATE <u>1/30/97</u> <u>DEB BOGSTAD</u> BOARD CLERK
--	---	--

Department: Juvenile and Adult Com. Correc Division: Adult Community Justice Date: 1-7-96

Contract Originator: Cary Harkaway Phone: 3039 Bldg/Room: 161/600

Administrative Contact: Sherine Murphy Phone: 6624 Bldg/Room: 161/600

Description of Contract:

Intergovernmental agreement with the State of Oregon Department of Corrections for funding and operations of community corrections of Multnomah County. 95/97 biennium budget.

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

ORS/AR #: _____ Contractor is MBE WBE QRF

Contractor Name: <u>State of Oregon Department of Corrections</u> Mailing Address: <u>2575 Center Street, N.E.</u> <u>Salem OR 97310</u> Phone: _____ Employer ID# or SS#: _____ Effective Date: <u>January 1, 1997</u> Termination Date: <u>June 30, 1997</u> Original Contract Amount: \$ <u>29,153,975.00</u> Total Amt of Previous Amendments: \$ <u>24,061,062.00</u> Amount of Amendment: \$ <u>11,548,950.00</u> Total Amount of Agreement: \$ <u>64,763,987.00</u>	Remittance Address (if different): _____ _____ _____ Payment Schedule <input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Monthly \$ _____ <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"/>	Terms <input type="checkbox"/> Due on Receipt <input type="checkbox"/> Net 30 <input type="checkbox"/> Other
--	---	---

REQUIRED SIGNATURES:

Department Manager: _____ Date: 1-8-97

Purchasing Manager: _____ Date: _____

(Class II Contracts Only)

County Counsel: _____ Date: 1/14/97

County Chair/Sheriff: _____ Date: January 30, 1997

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 ORG	REPT CATEG	LGFS DESCRIP	AMOUNT	IN CE EC
01											
02											
03											

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

DISTRIBUTION: Original Signatures - Contract Administration, Initiator, Finance - DCC-Fiscal

INTERGOVERNMENTAL AGREEMENT
BETWEEN
STATE OF OREGON DEPARTMENT OF CORRECTIONS
AND
MULTNOMAH COUNTY

THIS AGREEMENT is made and entered into this ____ day of _____, 199__ by and between the DEPARTMENT OF CORRECTIONS, an agency of the State of Oregon, hereinafter "DOC," and MULTNOMAH COUNTY, a political subdivision of the State of Oregon, hereinafter "COUNTY."

WHEREAS, DEPARTMENT OF CORRECTIONS is an agency of the State of Oregon and MULTNOMAH COUNTY is a unit of local government of the State of Oregon and both parties desire to cooperate by agreement to provide correctional services within MULTNOMAH COUNTY within the requirements of ORS 423.475 to 423.460;

WHEREAS, the Legislative Assembly of the State of Oregon enacted legislation establishing community correction's programs on a continuing basis (ORS 423.475 to 423.560); and

WHEREAS ORS 144.106 provides "the supervisory authority shall use a continuum of administrative sanctions for violations of post-prison supervision";

WHEREAS ORS 144.334 provides that the Board of Parole and Post-Prison Supervision may authorize issuance of citations by supervising officers;

WHEREAS ORS 144.343 provides that the Board of Parole and Post-Prison Supervision may delegate to the hearings officer the authority to order sanctions as provided in ORS 144.106 and to continue a violator on parole or post-prison supervision with the same or modified conditions;

WHEREAS ORS 137.540 provides that courts may delegate the authority to parole/probation officers to impose sanctions for probationers through a system of Structured Sanctions.

WHEREAS ORS 423.478(2)(a)(b)(c)(d)(e) assigns responsibility for all offenders on probation, parole, post-prison supervision and those offenders sentenced or revoked for periods of one year or less to COUNTY, now, therefore,

THE PARTIES HERETO, in consideration, of those mutual promises, terms and conditions hereinafter provided, agree to the following:

I. DEFINITIONS

- A. Community Corrections Manager: Individual, designated by the COUNTY pursuant to ORS 423.525 as responsible for planning and implementation of the corrections programs as set forth by the local Corrections Plan.
- B. Community Corrections Plan: A document developed by Local Public Safety Coordinating Council and adopted by County governing body pursuant to ORS 423.525 and 423.535 and approved by the DOC Director.

II. COMMUNITY CORRECTIONS PLAN AND AMENDMENTS

COUNTY has developed and DOC has approved a Community Corrections Plan, a copy of which is marked Exhibit "A" and is attached and by this reference made a part hereof. COUNTY and DOC agree that the Community Corrections Plan must remain a flexible instrument capable of responding to unforeseen needs and requirements. Either the COUNTY or DOC may seek to amend or modify the Plan subject to procedures outlined in DOC rule. The COUNTY or DOC may seek to amend or modify the Plan according to ORS 423.525 and DOC rule governing the support and development of Community Corrections Programs. If the proposed amendment is approved, a copy of the amendment or modification will be marked in sequence beginning with the designation "Exhibit A-1 " and attached to the above-mentioned Exhibit "A" and thereafter, by this reference, will be a part hereof.

III. DUTIES AND RESPONSIBILITIES OF COUNTY

- A. COUNTY will participate according to this Agreement and assume administrative responsibility for correctional services within its jurisdiction previously provided by DOC.
- B. COUNTY will designate a Community Corrections Manager and employ other staff to implement the COUNTY COMMUNITY CORRECTIONS PLAN and perform such other duties as may be specified elsewhere in this AGREEMENT subject to the approval of the COUNTY Board of Commissioners.
- C. Subject to the requirements of Oregon Local Budget Law, COUNTY will maintain the current level of COUNTY general fund corrections programs at substantially the same level as specified in this

agreement. Nothing should be construed to obligate COUNTY to appropriate general funds for these activities beyond the current fiscal year. Should COUNTY fail to make such an appropriation as indicated in the COMMUNITY CORRECTIONS PLAN, the rights of the parties as specified in Paragraph 4 of the termination portion of this agreement may apply, at DOC's option.

- D. Funding received by COUNTY pursuant to ORS 423.530 shall not be used to replace moneys, other than federal or state funds, currently being used by the county for existing correctional programs.
- E. COUNTY will meet or improve on the following outcomes:
 - 1. Increase the percentage of positive case closures of probation and parole cases by risk and legal status;
 - 2. Increase in the time an offender remains in the community between the inception on supervision and revocation by risk category; and
 - 3. Decrease percent of caseload on abscond status by risk.
- F. Except as otherwise provided by rules or orders of DOC and the Board of Parole and Post-Prison Supervision, the COUNTY will implement and use a continuum of administrative sanctions for violators of conditions of probation, parole and postprison supervision as authorized by ORS 144.106, ORS 144.334, ORS 144.343 and ORS 137.540.
- G. COUNTY agrees to implement and apply the intermediate sanctions and services according to the Parole Intervention Guidelines and Structured Probation Sanctions attached and herein incorporated by reference. Sanctions/interventions may be subject to change upon written agreement between the parties.
- H. COUNTY will follow all applicable DOC Community Corrections and Field Services Administrative Rules including, but not limited to those related to the opening and closing of offender files, Oregon Case Management System classification, parole/post-prison supervision release, release planning, intervention guidelines, structured sanctions, revocation reports, sanction reporting process, interstate compact and case transfer.

- I. COUNTY will follow all applicable Federal and State civil rights laws including, but not limited to:
1. Federal Code, Title 5 USCA 7201 et sec - Anti-discrimination in Employment.
 2. Oregon Statutes, Enforcement of Civil Rights: 659.010, 659.015, 659.020, and 659.030.
 3. Americans with Disabilities Act.
 4. COUNTY is encouraged to hire minorities and to contract with organizations who have good records of hiring minorities.
- J. COUNTY will prepare and furnish such data, descriptive information and reports as may be requested by DOC as needed to comply with state requirements. COUNTY agrees to, and does hereby grant DOC the right to reproduce, use and disclose all or any part of such reports, data and technical information furnished under this Agreement.
- K. COUNTY will permit authorized representatives of DOC to make such review of records of COUNTY as may be necessary to satisfy audit and/or program review purposes. A copy of any audit or monitoring report will be made available to COUNTY.
- L. COUNTY will follow DOC prescribed allotment and expenditure reporting system. This system will be used for controlling accounting, allocation of funds by DOC and to provide suitable records for an audit. COUNTY will provide DOC copies of its annual audit report required by ORS 297.425.
- M. If funding from DOC is reduced or discontinued by legislative action, COUNTY will not be required to increase use of COUNTY revenue for continuing or maintaining corrections services as set out in this Agreement and an appropriate modification of this Agreement will be negotiated.
- N. COUNTY may pursue funding from other sources to enhance the capabilities of the program set out in this Agreement. DOC will be fully informed in writing whenever such funding is obtained.
- O. COUNTY will participate in Offender Profile System [OPS] and in Integrated Supervision Information System [ISIS].

- P. COUNTY will retain responsibility for cases transferred to and accepted by another state under the terms of the Interstate Compact.

IV. DOC RESPONSIBILITIES

- A. Participate according to this Agreement.
- B. DOC will furnish to COUNTY copies of all existing agreements and contracts it may have with other agencies, whether public or private, for the delivery of parole and probation services applicable to COUNTY. COUNTY will review and approve any such agreement or contract before renewal or termination thereof.
- C. Provide funding as provided in Section V of this Agreement.
- D. Furnish COUNTY, in a timely manner, those rules, administrative directives and procedures required for COUNTY to meet its obligations described herein.
- E. DOC will furnish COUNTY, in a timely manner, those records, documents and forms required for COUNTY to meet its obligations.
- F. DOC will furnish data, descriptive information and reports, available to the DOC and requested by COUNTY, that will assist COUNTY in complying with DOC requirements. This data includes, but is not limited to detail regarding outcomes noted in Section III, Article E. DOC agrees to, and does with this grant, COUNTY the right to reproduce, use, and disclose all or part of such reports, data, and technical information furnished under this agreement.
- G. DOC agrees to provide COUNTY an opportunity to review, and comment on all administrative rules intended to incorporate and implement new legislative initiatives that have fiscal or program impact on COUNTY.
- H. If by legislative action, funding from DOC is reduced to COUNTY, DOC agrees to provide reasonable notice and transition opportunity to COUNTY, before changes that significantly alter approved appropriations and programs.

- I. In accordance to the DOC OAR 291-31-025, section 2, paragraphs c and d, it is agreed that responsibility for all property contained in the Inventory of Nonexpendable property [copy attached if appropriate] is transferred to COUNTY. If the COUNTY ceases fully to participate in Community Corrections as described in ORS, Chapter 423, the DOC may recover title and possession to said property.
- J. DOC will ensure that COUNTY shall have continued access to the DOC computer system at no charge to COUNTY. Any equipment or software upgrades to assure this access, however, are the responsibility of COUNTY. If the DOC computer is used in any way other than for pass-through of COUNTY data to DOC system, COUNTY will provide support for additional activities.
- K. The DOC Community Corrections Branch will administer the provisions of the Interstate Compact of parolees and offenders on probation and post-prison supervision as described in ORS 144.610.

V. FUNDS

- A. The funds authorized under this Agreement are intended for the implementation of the Plan (Exhibit A) during the term of this Agreement.
 - 1. Funds, services and sanctions are set out in the Plan.
 - 2. Both parties agree that the use of funds may be amended or modified pursuant to Section II of this Agreement by amending the COMMUNITY CORRECTIONS PLAN.
 - 3. Supervision fees collected by COUNTY Community Corrections staff will be retained by COUNTY and will be used exclusively for community services purposes as required by Administrative Rule.
 - 4. Under Expenditure of Funds: Funds determined by DOC to be under expended or unexpended or unencumbered for authorized expenditures will be refunded to DOC.
 - 5. Unauthorized Expenditures: Any funds expended for unauthorized purposes will be deducted by DOC from payment or refunded to DOC as may be required.

6. Within 120 days following the end of the State's biennial budget period, COUNTY will remit State General Fund monies not encumbered according to the State Accounting Manual within the biennial budget period to DOC for reversion to the State General Fund.
7. DOC recognizes COUNTY as an extension of DOC for all field service appropriations provided by the State of Oregon Legislature, for purposes of the delivery of field corrections services.

VI. NONCOMPLIANCE

- A. DOC will periodically review the performance of COUNTY participating under ORS 423.475 423.560. COUNTY must substantially comply with the provisions of the approved Plan and DOC operating standards.
- B. If the Director of DOC determines that there are reasonable grounds to believe that COUNTY is not in substantial compliance, Director will notify COUNTY of the noncompliance. If COUNTY does not achieve substantial compliance within thirty days, Director will conduct a hearing to decide whether there is substantial compliance or satisfactory progress toward compliance.
- C. After hearing and written notice of a record of decision, the Director may suspend all or any portion of financial aid made available to COUNTY until compliance occurs.

VII. HOLD HARMLESS

To the extent permitted by Article 11, Section 7 and Article 11, Section 10 of the Oregon Constitution and the Oregon Tort Claims Act, each party hereto agrees to indemnify, within the limits of the Oregon Tort Claims Act, and save the other harmless from any claim, liability or damage resulting from any error, omission, or act of negligence on the part of the indemnifying party, its officers, employees or agents in the performance of its responsibilities under this Agreement, provided the parties will not be required to indemnify the other for any such liability arising out of the wrongful acts of the other's officers, employees or agents.

VIII. TERMINATION

This Agreement will continue in force and govern all transactions between the parties hereto until canceled or terminated as follows:

- A. It is understood and agreed by the parties hereto that this Agreement will remain in force only during its term and will not continue in force after its term. There will be no automatic extension, but this Agreement may be extended only by written consent of the parties hereto.
- B. It is understood and agreed by the parties hereto that if any part, term or provision of this agreement, including any part, term or provision of any appended material, is held by a court to be illegal or in conflict with any law of the State of Oregon or applicable administrative rule, that element of the contract including relevant appended materials will be void and without effect and will be treated by the parties as having been terminated as of the date of determination of ss.
- C. In the event that COUNTY chooses to discontinue participation as enabled by 423.483(2), COUNTY may terminate participation at the end of any month by delivery of a resolution of the Board of Commissioners to the Director of DOC not less than 180 days before the termination date.
- D. If COUNTY terminates participation the following will apply:
 - 1. The responsibility for correctional services transferred to the COUNTY and the remaining portion of financial aid will revert to DOC.
 - 2. Facilities purchased, renovated or constructed with moneys made available under ORS 423.475 to 423.560 will revert to DOC, unless the COUNTY has participated for twenty continuous years since the facilities were renovated or constructed. COUNTY and DOC may agree to permit COUNTY to retain ownership in the facility in exchange for an agreement that COUNTY will house specified persons under the jurisdiction of DOC.
 - 3. In no case does responsibility for supervision and provision of correctional services to misdemeanor offenders revert to DOC.

- E. It is understood and agreed by the parties hereto that this Agreement will automatically terminate if the State of Oregon fails to provide any funding. If there is reduced state funding, the COUNTY may elect to modify the Agreement pursuant to Article II or to terminate the Agreement pursuant to Article VIII, paragraph 3.

IX. INTEGRATION

This Agreement, and the Exhibits attached as set out above, embodies the whole agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement will supersede all previous communications, representations, either verbal or written, between the parties hereto.

X. TERM

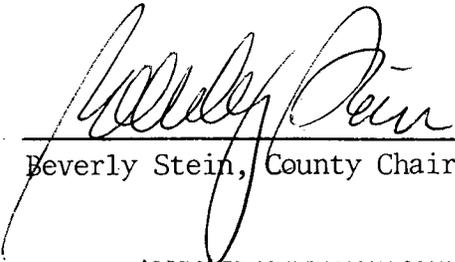
The term of this Agreement will begin upon the date of execution of this Agreement and will expire June 30, 1997.

IN WITNESS WHEREOF, COUNTY has, by resolution of its Board of Commissioners, caused this Agreement to be signed in its name by its members or its duly authorized representative, and DOC has caused this Agreement to be executed by its duly authorized representative as of this ____ day of _____, 199 __.

STATE OF OREGON
DEPARTMENT OF CORRECTIONS

MULTNOMAH COUNTY BOARD OF
COMMISSIONERS

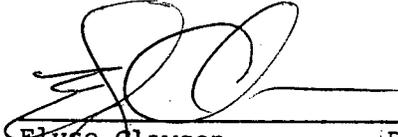
David S. Cook, Director



Beverly Stein, County Chair

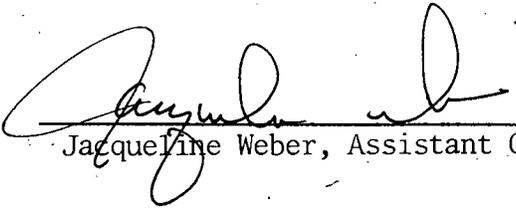
Date

**APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS**
AGENDA # R-5 DATE 1/30/97
DEB BOGSTAD
BOARD CLERK



Elyse Clawson Date
Acting Director
Juvenile and Adult Community Justice

COUNTY COUNSEL for
Multnomah County, Oregon



Jacqueline Weber, Assistant County Counsel

MULTNOMAH COUNTY
COMMUNITY CORRECTIONS PLAN

JANUARY 1, 1997 - JUNE 30, 1997

SUPERVISORY AUTHORITIES:

ELYSE CLAWSON, DIRECTOR
DEPARTMENT OF JUVENILE AND ADULT COMMUNITY JUSTICE

DAN NOELLE, SHERIFF



Beverly Stein, Multnomah County Chair

Room 1515, Portland Building
1120 S.W. Fifth Avenue
Portland, Oregon 97204

Phone: (503) 248-3308
FAX: (503) 248-3093
E-Mail: mult.chair@co.multnomah.or.us

January 15, 1997

Board of County Commissioners
1120 SW 5th Avenue, Suite 1500
Portland, OR 97204

Re: Community Corrections Plan

Dear Commissioners:

The Executive Committee of the Public Safety Coordinating Council reviewed the attached "Multnomah County Community Corrections Plan: January 1, 1997 - June 30, 1997" on January 13, 1997. The Plan describes significant factors impacting the delivery of community corrections services and presents a clear summary of our County's programmatic responses for the next six months. The Plan is consistent with the objectives of the Council and we recommend it for your approval and submission to the Oregon Department of Corrections.

Sincerely,

Beverly Stein, Chair
Multnomah County
Public Safety Coordinating Council





Beverly Stein, Multnomah County Chair

Room 1515, Portland Building
1120 S.W. Fifth Avenue
Portland, Oregon 97204

Phone: (503) 248-3308
FAX: (503) 248-3093
E-Mail: mult.chair@co.multnomah.or.us

January 30, 1997

Mr. David S. Cook, Director
State of Oregon, Department of Corrections
2575 Center Street, NE
Salem, Oregon 97310

Re: Community Corrections Plan

Dear Mr. Cook:

Please be advised that on this date the Multnomah County Board of Commissioners reviewed the attached "Multnomah County Community Corrections Plan: January 1, 1997 through June 30, 1997" and unanimously approved same, as well as an intergovernmental agreement with the State of Oregon Department of Corrections for funding and operations of community corrections of Multnomah County.

Sincerely,

Beverly Stein, Chair
Multnomah County Board of Commissioners



MULTNOMAH COUNTY
DEPARTMENT OF JUVENILE AND ADULT COMMUNITY JUSTICE:

ADULT SERVICES

MISSION STATEMENT

The mission of the Multnomah County Department of Juvenile and Adult Community Justice: Adult Services is to enhance public safety and promote the positive change of offenders in the community through integrated supervisory, rehabilitative and enforcement strategies.

VALUES

People

We value the people who work in our organization and make it possible to accomplish the Department's mission.

Professional Behavior

We value positive interpersonal relations. We treat others with respect, promote effective communication, and hold each other accountable to the highest standards of professional behavior.

Positive Change

We value the promotion of positive change. We achieve this through collaboration and cooperation within our Department and in partnership with other criminal justice and community organizations.

Community

We value participation with our neighborhoods to promote a safer and more livable community.

Diversity

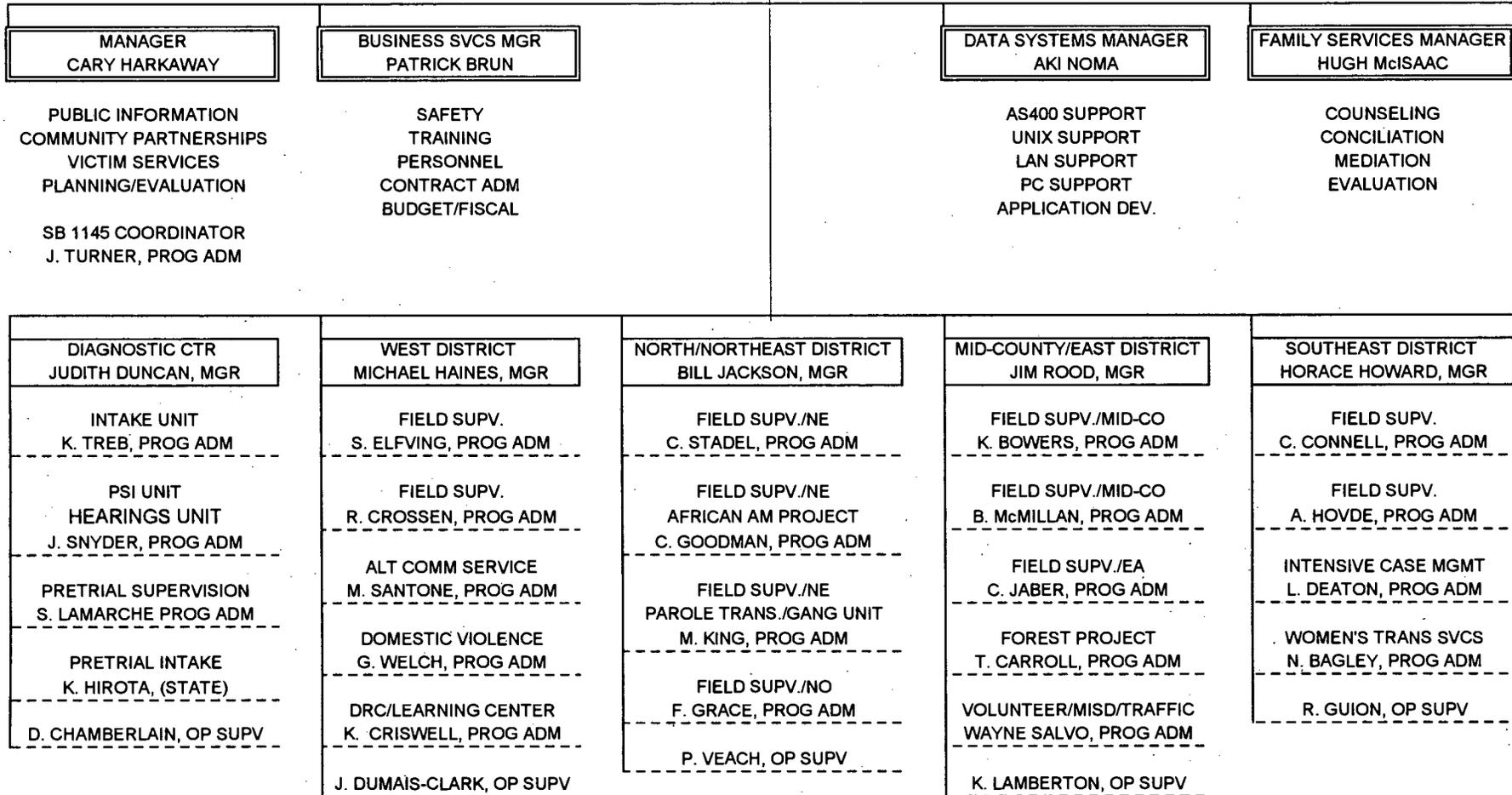
We value diversity and equal opportunity. As an organization, we structure ourselves to include staff with varied background and experience to deliver services for a diverse community.

DEPARTMENT OF JUVENILE AND ADULT COMMUNITY JUSTICE: ADULT SERVICES

DIRECTOR
ELYSE CLAWSON

DEPUTY DIRECTOR
BOB GRINDSTAFF

ADMIN SEC
KAREN RHEIN



SHERIFF'S OFFICE

SHERIFF
DAN NOELLE

PUBLIC INFO

EXECUTIVE OFFICE

CHAPLAIN

LAW ENFORC. DIV. COM. HEDGPETH	SERVICES DIV. COM. JAMIESON	CORR SUPPORT DIV COM. POOL	CORREC FAC DIV COM. HAUG	PROF DEV DIV COM. GOSS
PATROL, DUII	FISCAL	MCRC	MDCD	INTERNAL AFFAIRS
DETECTIVES, SUI	RECORDS	A&D COUNSELING CLASSIFICATION	MCCF	PLANNING & RES
RIVER PATROL	OFF. AUTOMATION	SPEC OP RECORDS COMMUNITY SUPV COUNSELING	MCHJ	INSPECTIONS
SAT, SCHOOLS, DARE	EQUIP./FLEET	CORREC VOL JAIL CHAPLAINS	MCIJ	HUMAN RES PERSONNEL PAYROLL TRAINING
METRO	PROP/COMMISSARY		COURT SERVICES	
PUC/HAZ MAT	PROPERTY		TRANSPORT	
CIVIL			SCHEDULING UNIT	
CONCEALED WPNS ALARMS			FOOD SERVICES	
COURT COORD FACILITY SEC				

1995 LEGISLATION RESTRUCTURES COMMUNITY CORRECTIONS

SB 1145, enacted by the 1995 Legislature, restructured the delivery of community corrections services in Oregon. It required all counties to assume full responsibility for community corrections and provided that a local public safety council be appointed in each county. These councils, including representatives of a broad spectrum of criminal justice and other community agencies, are expected to coordinate local planning efforts. In Multnomah County, the Local Public Safety Coordinating Council has developed statements of vision, goals, and values (see below) which provide a global framework for interagency planning, program development, evaluation, and budgeting.

SB 1145 also shifted responsibility for offenders sentenced to 12 months or less from the State to the counties. Legislation provided counties with State funding to construct (construction funds) and operate (New Impact funds) the facilities and programs necessary to serve this new population. In Multnomah County, State and local funding were combined in a plan to increase jail capacity by 660 beds, build a 300 bed residential drug treatment facility, enhance several community corrections programs, and improve the system's data management and analysis capacity. These local enhancements were a response to SB 1145 and to previously identified problems related to jail, treatment, and information technology resources.

Construction of our new jail and treatment facilities will not be completed until 1998. Until then, Multnomah County will contract with the Department of Corrections to rent beds at State facilities. All offenders will serve at least 30 days in jail; many will serve longer jail terms. Based on their individual risk and need factors, offenders will conclude their sentences in one or more community programs, including: contracted residential treatment, Day Reporting Center, Forest Project (work camp), Home Detention, and Community Monitoring. Funds have been budgeted for an Offender Management Team consisting of staff from the Sheriff's Office and Adult Community Justice to assess, track, monitor, and report on offenders sentenced to 12 months or less.

BALLOT MEASURE 47

The passage of Ballot Measure 47, which cuts and caps property taxes, will have a profound impact on the delivery of services, including community corrections services, in Multnomah County. The County's planning framework in response to BM 47 is based on the following key assumptions:

1. BM 47 will be implemented (regardless of pending lawsuits) resulting in a decrease of \$40,000,000 in 1997-98 revenues.
2. We cannot anticipate any significant replacement revenue for 1997-98. If replacement revenue does appear, restoration packages will be considered.
3. Legislative action will not restrict local control in defining "public safety" and "education." BM 47 gives priority to these areas for funding, but does not define them.
4. We will forward a vote on new or increased fees to the voters consistent with BM 47.

Budget reductions will be made consistent with the following guidelines:

1. The County will maintain services and frame new approaches that advance priority benchmarks: children out of poverty, school completion, and reduced crime.
2. The County will make major strategic decisions about programs it will no longer pursue rather than across the board cuts. We will do what we do well and focus on what we want the County to look like in July 1998.
3. We should try to minimize the impact of cuts on citizens least able to bear the loss of services, such as seniors and children.
4. The Board will analyze different levels of service cuts and work with partner private and government agencies to minimize impacts on citizens.
5. We will not ask employees to shoulder the burden of budget reductions through wage freezes. We should maintain our commitment to employee training and support.
6. We will brief citizens on the choices we face and involve them in discussions about what their governments should look like.

Adult Community Justice anticipates a County General Fund reduction of approximately \$5 million in 1997-98. Savings in the last six months of 1996-97 will help DCC meet next year's target. DCC will end the Work Release Program effective December 31, 1996 and the Intensive Case Management Program effective January 31, 1997. The Sheriff's Office also anticipates a County General Fund reduction in 1997-98. In 1996-97, the Sheriff will close the jail work crew annex and reduce Close Street Supervision. Immediate service reductions will be seen in other County departments, as well.

Specific budget reduction strategies for 1997-98 will be determined over the next six months.

CONSOLIDATION OF ADULT AND JUVENILE SERVICES

In January, 1997, the Board of County Commissioners will be asked to approve the consolidation of adult and juvenile corrections. This will entail the merging of the Community Corrections and Juvenile Justice Departments resulting in the Department of Juvenile and Adult Community Justice. The objectives of this reorganization include more efficient delivery of services and creation of a wider base of resources to respond to the needs of our communities. The program descriptions and budget included in this document are reflective of adult community corrections.

MULTNOMAH COUNTY PUBLIC SAFETY COORDINATING COUNCIL

VISION

The Public Safety Coordinating Council's vision for Multnomah County is a quality of life that ensures the personal safety, security, and freedom from fear of residents, where all laws are enforced and all crimes have consequences; a thriving, vital and productive community with supportive and healthy environments for children and families; a rich variety of educational, employment, and cultural opportunities for all citizens; and a shared sense of community responsibility, accountability, and fairness.

GOALS

The goals of Multnomah County's public safety system are:

- To protect, in order of priority, life, personal safety, and property;
- To reduce all crime to the maximum extent possible;
- To protect and respect the victims of crime;
- To protect constitutional principles of fairness, equity, and due process; and
- To change the future behavior of offenders by providing opportunities for them to return to their communities as productive citizens.

To achieve these goals, the public safety system should function as an integrated, cost-effective network of public and private agencies in partnership with its citizens and community institutions, with joint responsibility for crime prevention, law enforcement, education, employment training, social services, health, adult and juvenile justice and corrections.

An effective public safety system must also be supported by a shared sense of responsibility, accountability, and community justice among all participants in the daily life of our communities, including individual citizens, neighborhoods, churches, schools, businesses, and government agencies. Finally, the County's public safety system must be accountable to the public, while criminal offenders must be accountable to the law, their victims, and their communities.

Multnomah County's Public Safety Coordinating Council will design, oversee and advocate the foregoing vision and goals, in partnership with the County's public safety agencies and communities, and guided by an ongoing public dialogue with citizens throughout the County.

VALUES

Multnomah County's public safety system must preserve and promote the following values:

- *A Comprehensive and Balanced Approach to Public Safety*

All public safety policies, strategies, and operations in the County should be undertaken with recognition that a comprehensive, balanced approach will advance the goals of the public safety system. All policies, strategies, and operations designed to prevent crime must focus on its causes, utilizing valid and reliable data and best practices which have proven effective in other jurisdictions.

- *Equality, Personal Rights, and Diversity*

The equality, diversity, and personal rights of each individual in the County must be respected and protected. Any unfair impact on or bias against our minority communities or women which is caused by the public safety system must be eliminated.

- *Secure and Healthy Children and Families*

Secure and healthy children and families, strong and relevant education systems, and a shared sense of community, responsibility, and justice are essential conditions for safe communities. Moreover, crime prevention and intervention strategies are essential to prevent youth involvement in crime. Therefore, strategies and programs aimed at reducing the risk of youth involvement in crime and increasing youth involvement in education and healthy social activities must be a primary focus of Multnomah County's public safety system.

- *Public Safety Partnerships*

All of the County's public safety policies, strategies, and programs must be developed and operated in partnerships with private citizens, organizations and businesses, schools, churches, other associations, and public and private agencies providing health, education, and social services, and be guided by an ongoing public dialogue.

- *Program and System Evaluation*

Progress in achieving Multnomah County's public safety goals must be measured rigorously and reported regularly to the public through the use of reliable data and valid outcome evaluations.

- *Target Violent Crimes Against Persons But Also Respond to Crimes That Erode Quality of Life and Respect for Law*

Public safety policies and strategies must first target violent crimes against persons. However, those policies and strategies must also encourage a shared sense of security and community justice

throughout the County by focusing on crimes that erode the quality of life and respect for law in our neighborhoods.

- *Share Information with the Community*

The Public Safety Coordinating Council is committed to informing and being informed by the public and the media about challenges facing Multnomah County's public safety system and facts regarding the causes and prevention of crime. The Council and public safety agencies in the County must also gain the public's trust and confidence in the capacity of local government to achieve its public safety goals in partnership with the community. The public must be encouraged to assist in preventing and reporting crime.

- *Continuum of Law Enforcement Sanctions and Services*

Multnomah County's public safety system must provide a full continuum of law enforcement sanctions and services, which insures that the County's public safety strategies are flexible, comprehensive, and cost effective. Such sanctions and services must include community policing strategies which recognize a shared responsibility between the police and the community in making communities safer and more livable. Community policing encourages a problem solving partnership between citizens and police and emphasizes a customer service orientation that provides supportive, professional services through the promotion of human rights, mutual respect and courtesy.

MEMBERSHIP (Executive Committee Members: *in italics*)

Beverly Stein, Multnomah County Chair, Chair of Public Safety Coordinating Council
Mike Balter, State Director, Boys & Girls Aid Society
Frank Bearden, Chief Criminal Judge, Multnomah County Circuit Court
Elyse Clawson, Director, Multnomah Co. Department of Juvenile and Adult Community Justice
Bernie Giusto, Chief of Police, City of Gresham
Bruce Goldberg, MD, OHSU
Avel Gordly, State Representative, District 19
Michael Greenlick, Attorney, Borg, Strom, & Greenlick
Judith Hadley, Past Chair, Community Corrections Advisory Committee
Jim Hennings, Director, Metropolitan Public Defender
Linda Hutchinson, Attorney, Crime Victims United
Linda Jaramillo, Coordinator, Violence Prevention, Multnomah County
Vera Katz, Mayor, City of Portland
Sharron Kelley, Commissioner, Multnomah County
Eric Kvarsten, City Manager, City of Troutdale
Donald Londer, Presiding Judge, Multnomah County Circuit Court
Judy-Ellen Low, Coordinator, Oregon Domestic Violence Council
Carol Matarazzo, Director, Alternative Education, Portland Public Schools
Ray Mathis, Executive Director, Citizens Crime Commission

Gerald McFadden, President/CEO, Volunteers of America - Oregon
Gussie McRoberts, Mayor, City of Gresham
Charles Moose, Chief of Police, City of Portland
Steven Moskowitz, Attorney, Moskowitz & Thomas
Dan Noelle, Sheriff, Multnomah County
Kris Olson, US Attorney
Gary Pearlstein, PSU Administration of Justice Department
Lorenzo Poe, Director, Multnomah County Department of Community and Family Services
Chiquita Rollins, Coordinator, Domestic Violence Prevention, Multnomah County
Edward Schmitt, Superintendent, Multnomah Education Service District
Michael Schrunk, District Attorney, Multnomah County
Ingrid Swenson, Metropolitan Public Defender
Mike White, Oregon State Police

Work Groups and Chairs

Alcohol and Drug Abuse Intervention, Sharron Kelley
SB 1145 Implementation, Dan Noelle and Elyse Clawson
Long Range Planning, Steven Moskowitz
Data Standards, Michael Schrunk
Juvenile Justice and Delinquency Prevention, Elyse Clawson
Mental Health, Sharron Kelley
Law Enforcement, Charles Moose
Courts, Julie Franz
Public Information, Ray Mathis

Council Staff

Peter Ozanne, Coordinator, (503) 796-2423
Suzanne Riles, Director of Research and Administration, (503) 306-5894
Barb Disciascio, Administrative Assistant, (503) 306-5522
421 SW Sixth Avenue, Suite 1075
Portland, OR 97204
FAX: (503) 306-5538 E-mail: lpfcc@co.multnomah.or.us

CRIME IN MULTNOMAH COUNTY

Multnomah County has a population of 626,500 which represents 20% of the State's total population of 3,132,000. The following data presents an overview of crime in the County. The information is adapted from *Report of Criminal Offenses and Arrests, 1995*, published by the Law Enforcement Data System/Oregon State Police. Multnomah County generates crime, and especially serious crime, at rates that exceed what would be expected on the basis of its percentage share of the State's population.

TOTAL REPORTED CRIME BY COUNTY IN 1995

	Number	% of State Total
Multnomah	117,532	24.9%
Washington	37,112	7.9%
Lane	45,532	9.7%
Clackamas	33,079	7.0%
Marion	51,394	10.9%
Rest of State	186,866	39.6%
Total	471,515	100%

INDEX CRIME BY COUNTY IN 1995 Index Crimes include: Homicide, Rape, Aggravated Assault, Robbery, Arson, Burglary, MV Theft, and Larceny.

	Number	% of State Total
Multnomah	63,355	30.3%
Washington	17,051	8.2%
Lane	22,418	10.7%
Clackamas	16,183	7.8%
Marion	21,549	10.3%
Rest of State	68,203	32.7%
Total	208,759	100%

PERSON CRIMES BY COUNTY IN 1995 Person Crimes include: Homicide, Neg. Homicide, Rape, Other Sex Crimes, Kidnap, Robbery, Aggravated Assault, and Simple Assault.

	Number	% of State Total
Multnomah	18,194	33.2%
Washington	3,410	6.2%
Lane	4,855	8.9%
Clackamas	3,745	6.8%
Marion	5,044	9.2%
Rest of State	19,582	35.7%
Total	54,830	100%

PROPERTY CRIMES BY COUNTY IN 1995 Property Crimes include: Burglary, Larceny, MV Theft, Arson, Forgery/Counterfeit, Fraud, Embezzlement, Stolen Property Offenses, and Vandalism.

	Number	% of State Total
Multnomah	69,473	25.9%
Washington	22,622	8.4%
Lane	28,344	10.6%
Clackamas	20,875	7.8%
Marion	29,622	11.0%
Rest of State	97,281	36.3%
Total	268,217	100%

BEHAVIORAL CRIMES BY COUNTY IN 1995 Behavioral Crimes include: Weapons Laws, Prostitution, Drug Laws, Gambling, Offenses Against Family, DUII, Liquor Laws, Disorderly Conduct, Curfew, and Runaway.

	Number	% of State Total
Multnomah	29,865	20.1%
Washington	11,080	7.5%
Lane	12,333	8.3%
Clackamas	8,459	5.7%
Marion	16,728	11.3%
Rest of State	70,003	47.2%
Total	148,468	100%

DRUG CRIMES BY COUNTY IN 1995

	Number	% of State Total
Multnomah	5,689	31.0%
Washington	870	4.7%
Lane	2,078	11.3%
Clackamas	902	4.9%
Marion	1,545	8.4%
Rest of State	7,249	39.5%
Total	18,333	100%

HEROIN, COCAINE, AND OTHER NARCOTIC CRIMES BY COUNTY IN 1995

	Number	% of State Total
Multnomah	3,109	60.7%
Washington	103	2.0%
Lane	438	8.6%
Clackamas	472	9.2%
Marion	334	6.5%
Rest of State	662	12.9%
Total	5,118	100%

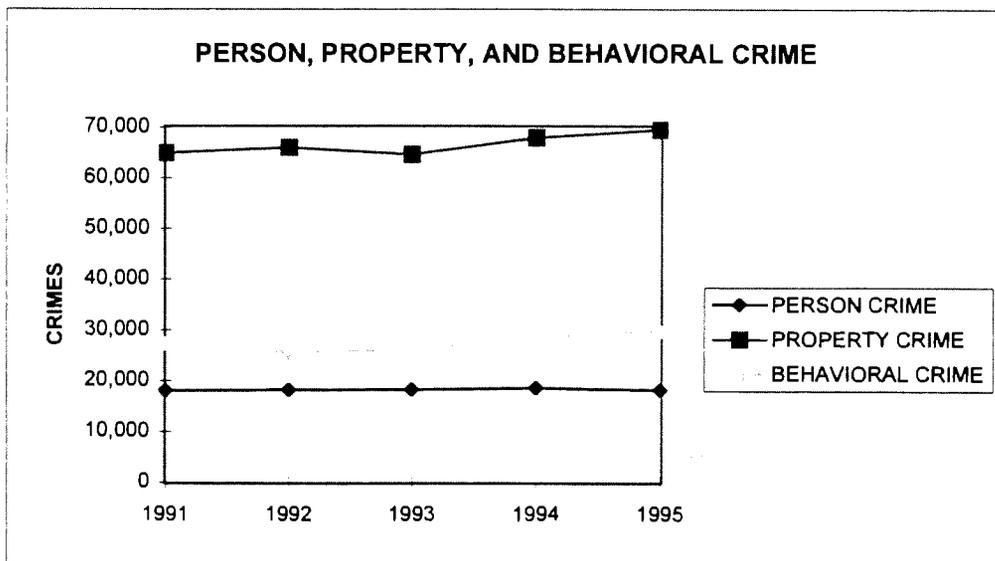
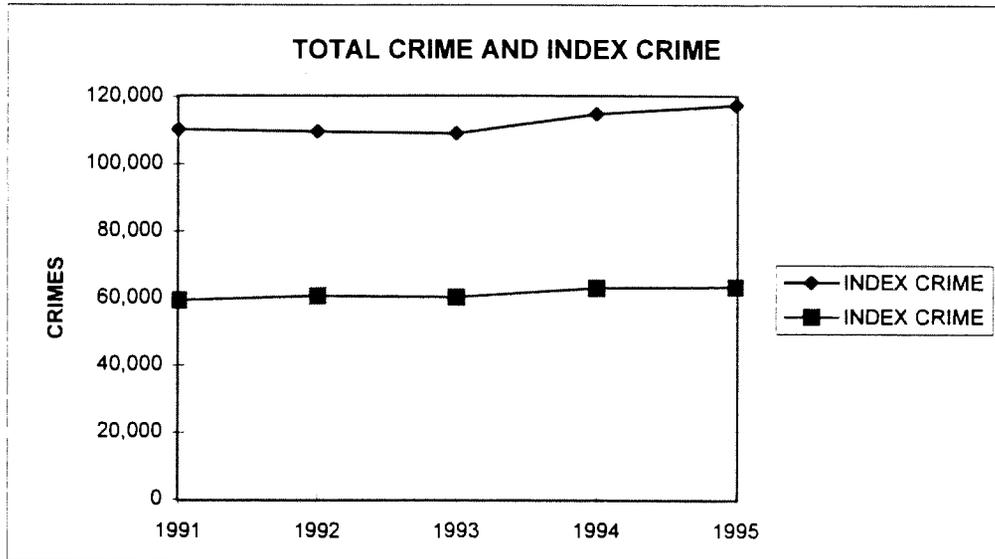
Note that Multnomah County had 31.0% of the State's reported drug crimes, but 60.7% of all reported crimes involving heroin, cocaine, or other narcotics.

DOMESTIC DISTURBANCE INCIDENTS BY COUNTY IN 1995

	Number	% of State Total
Multnomah	7,132	33.3%
Washington	952	4.5%
Lane	953	4.5%
Clackamas	1,453	6.8%
Marion	1,292	6.0%
Rest of State	9,632	45.0%
Total	21,414	100%

CRIME IN MULTNOMAH COUNTY: 1991-95

	1991	1992	1993	1994	1995
PERSON CRIME	18,021	18,169	18,270	18,531	18,194
PROPERTY CRIME	64,937	65,949	64,592	67,923	69,473
BEHAVIORAL CRIME	27,284	25,563	26,230	28,401	29,865
TOTAL CRIME	110,244	109,681	109,092	114,855	117,532
INDEX CRIME	59,423	60,680	60,353	63,071	63,355



THE MULTNOMAH COUNTY CASELOAD

Approximately 360 new probation cases go through intake at the Diagnostic Center each month. After an initial interview and assessment, these cases are referred to one of the department's field offices based on home address or special needs. About 300 Parole and Post Prison Supervision (PPPS) cases are received each month. Half of the PPPS cases qualify for subsidy and are initially served by the Parole Transition Program. The other PPPS cases are referred from State institutions directly to the appropriate field office.

The Department supervises offenders from four district offices and two smaller offices serving the County's six integrated service districts. Specialized staff work with sex offenders, gang-involved offenders, African American offenders, female offenders, and domestic violence offenders. The Department relies on an integrated structure to supervise offenders, provide services, and impose sanctions as required. Each district, under the administration of a District Manager, also includes one or more programs that provide services or sanctions.

Service programs include: the Londer Learning Center, Women's Transition Services, the Parole Transition Program, and contracted A&D, mental health, sex offender, and housing services.

Sanction programs include: Alternative Community Service, the Forest Project, the Day Reporting Center, Community Monitoring, and Home Detention. These programs are used in Structured Sanctions (administratively imposed sanctions for violations of probation or parole) and in carrying out the community portion of sentences of less than 12 months as provided for in SB 1145.

The data on the following pages describes the population under supervision. Following that data is a listing of Adult Community Justice district offices and programs with their addresses and phone numbers.

	COUNT	PERCENTAGE
TYPE		
Parole	3,941	35%
Probation	7,320	65%
GENDER		
Female	2,196	19.5%
Male	9,065	80.5%
Total	11,261	100%
RACE		
Asian	191	1.7%
African American	2,635	23.4%
Hispanic	788	7.0%
Native American	124	1.1%
White	7,523	66.8%
Total	11,261	100%
AGE		
Under 20	518	4.6%
21-25	2,275	20.2%
26-30	2,376	21.1%
31-35	2,275	20.2%
36-40	1,700	15.1%
41-45	1,081	9.6%
46-50	574	5.1%
51-55	248	2.2%
56-60	101	0.9%
Over 60	113	1.0%
Total	11,262	100%

OFFENSE

Homicide	169	1.5%
Rape	248	2.2%
Assault	935	8.3%
Kidnapping	45	0.4%
Robbery	811	7.2%
Sodomy	169	1.5%
Sex Abuse	439	3.9%
Arson	45	0.4%
Burglary	1,047	9.3%
Forgery	360	3.2%
Theft	1,081	9.6%
MV Theft	732	6.5%
Driving	484	4.3%
Drugs	3,930	34.9%
Escape	23	0.2%
All Other	743	6.6%

PROBATION/PAROLE CASELOAD BY RISK LEVEL: 11/96

		HI	MED	LOW	LTD	NEW	NOT CL	TOTAL	FUNDED	UNFUNDED
		#/%	#/%	#/%	#/%	#/%	#/%			
MTCB	CASEBANK	30/02	56/03	1108/68	375/23	41/03	14/01	1624	1511	113
MTCE	SOUTHEAST DIST OFFICE	152/10	530/34	361/23	399/26	59/04	56/04	1557	1430	127
MTDC	DIAGNOSTIC CENTER	4/01	13/03	36/09	234/56	72/17	62/15	421	314	107
MTEA	MIDCOUNTY DIST OFFICE	155/15	586/57	164/16	93/09	19/02	19/02	1036	950	86
MTGR	GRESHAM OFFICE	130/19	391/57	66/10	53/08	29/04	22/03	691	589	102
MTIN	INTENSIVE CASE MGMT	200/78	15/06	03/01	18/07	16/06	4 /02	256	238	18
MTNO	NE DIST OFFICE	447/28	697/43	208/13	128/08	74/05	50/03	1604	1427	177
MTPN	PENINSULA OFFICE	135/26	252/49	77/15	33/06	7/01	11/02	515	481	34
MTPT	PAROLE TRANSITION	10/03	12/04	3/01	23/07	20/06	240/78	308	296	12
MTSW	WEST DIST OFFICE	531/26	750/37	203/10	108/05	96/05	357/17	2045	1756	289
MTVO	VOLUNTEER/MISD	71/09	199/26	311/41	140/18	17/02	19/03	757	305	452
MTWR	WORK RELEASE	26/14	34/19	35/19	76/42	5/03	7/04	183	155	28
MTWT	WOMENS TRANSITION	23/09	140/53	58/22	12/05	15/06	16/06	264	240	24
		1914/17	3675/33	2633/23	1692/15	470/4	877/8	11261	9692	1569



MULTNOMAH COUNTY OREGON
Department of Community Corrections
District Offices and Programs

ADMINISTRATION

B161/600 (MTAD)
Director.: Elyse Clawson
421 SW 5th Ave., #600
Portland, OR 97204
248-3701 FAX 248-3990

WEST DISTRICT OFFICE

B162/MTSW
Dist. Mgr.: Michael Haines
412 SW 12th Ave.
Portland, OR 97205
Area: 97201, 97204, 97205, 97209,
97210, 97219, 97221, 97229, 97231
248-3136 FAX 248-3239

**DIAGNOSTIC/INTAKE
CENTER B119/DIAG**

Dist. Mgr.: Judith Duncan
1120 SW 3rd Ave. #358
Portland, OR 97204
248-3081 FAX 248-3086

**PRE-TRIAL RELEASE
SERVICE PROGRAM
B119/PRSP**

Supervisor.: Kim Hirota
1120 SW 3rd Ave., #301
Portland, OR 97204
248-5042 FAX 248-3057

RECOG

Progr. Admin.: Steve LaMarche
1120 SW 3rd Ave., #R25
Portland, OR 97204
248-3893 FAX 248-3033

**COMMUNITY SERVICE
FOREST PROJECT**

B101/802 (CSFP)
Progr. Admin.: Teresa Carroll
County Courthouse
1041 SW 4th Ave., #802
Portland, OR 97204
248-3710 FAX 248-3716

**FAMILY COURT SERVICES
B101/350**

Progr. Manager.: Hugh McIsaac
1021 SW 4th Ave., #350
Portland, OR 97204
248-3189 FAX 248-3232

DAY REPORTING CENTER

B162/1st (DRC)
Progr. Admin.: Kevin Criswell
400 SW 12th
Portland, OR 97205
248-3747 FAX 248-3307

LEARNING CENTER

B162/1st (LC)
Progr. Admin.: Kevin Criswell
400 SW 12th
Portland, OR 97205
248-3747 FAX 248-3307

**ALTERNATIVE
COMMUNITY SERVICE**

B162/1st (ACS)
Progr. Admin.: Mike Santone
400 SW 12th
Portland, OR 97205
248-3007 FAX 248-3307

**NORTHEAST DISTRICT
OFFICE B221/MTNO**

Dist. Mgr.: Bill Jackson
2205 NE Columbia Blvd.
Portland, OR 97211
Area: 97211, 97212, 97213, 97218,
97227
248-3393 FAX 248-3357

**PENINSULA OFFICE
B393/MTPN**

Progr. Admin.: Frank Grace
7220 N. Lombard
Portland, OR 97203
Area: 97203, 97217
248-3020 FAX 306-5897

**INTENSIVE CASE
MANAGEMENT B345/MTIN**

Progr. Admin.: Lana Deaton
407 NE 12th
Portland, OR 97232
248-5056 FAX 306-5517

**PAROLE TRANSITION
PROGRAM B221/PTP**

Progr. Admin.: Mike King
2205 NE Columbia Blvd.
Portland, OR 97211
248-3393 FAX 248-3357

**VOLUN./MISDEMEANOR
TRAFFIC UNIT**

B245/MTVO
Progr. Admin.: Wayne Salvo
727 NE 24th Avenue
Portland, OR 97212
248-3680 FAX 306-5534

**MID-COUNTY DISTRICT
OFFICE B304/MTEA**

Dist. Mgr.: Jim Rood
1415-B SE 122nd Ave.
Portland, OR 97233
Area: 97216, 97220, 97230, 97233,
97236, 97266
248-3190 FAX 248-3234

EAST UNIT B407/MTGR

Progr. Admin.: Carl Jaber
495 NE Beech, Gresham, OR 97030
Area: 97014, 97019, 97030, 97060,
97080, 97230, 97233, 97236
248-3802 FAX 306-5909

**SOUTHEAST DISTRICT
OFFICE B481/MTCE**

Dist. Mgr.: Horace Howard
421 SE 10th Avenue
Portland, OR 97214
Area: 97202, 97206, 97214, 97215,
97232
248-5051 FAX 248-3677

**WOMEN'S TRANSITION
SERVICES B409/10 (WTS)**

Progr. Admin.: Nedra Bagley
4610 SE Belmont, Portland, OR 97214
248-5374 FAX 248-5376

CASEBANK CENTRAL

Progr. Admin.: Beatrice McMillan
727 NE 24th Ave
Portland, OR 97212
248-3680 FAX 306-5843

SUPERVISION OUTCOMES

During the 12 months ending October 1996, a total of 5,542 probation and parole cases were closed in Multnomah County. Of that total, 2,666 (48%) were closed under negative circumstances due to technical violations or new criminal activity. The County sent 2,120 offenders to prison for parole and probation revocations. Technical violations accounted for 46% of the parole revocations and 57% of the probation violations. The Department intends to reduce the percentage of technical revocations and negative case closures through the following strategies:

1. *Increased use of local sanctions.* Structured Sanctions permits the Department to impose a range of local sanctions and case management interventions administratively in response to non-compliant behavior.
2. *New approaches to case management.* Probation and parole case management is currently based on the Oregon Case Management System (OCMS), which assigns a supervision level and contact requirements to each offender based on risk assessment and re-assessment instruments. Several studies have validated the risk assessment instrument as a predictor of risk to reoffend. However, the Department believes that OCMS may be improved. It prescribes minimum contacts in response to static risk factors and, therefore, may not be as effective a system for guiding case management toward supervision and treatment objectives. Static risk assessment means that scored items are generally not subject to mediation through targeted interventions. The department plans to review a more dynamic risk assessment and case management model based on predictors of recidivism that can be targeted for specific intervention, correction, treatment, or modification. A large number of recent studies indicate that this strategy could lead to more focused and effective casework. The Department is planning to sponsor a training program in early 1997 which will bring prominent researchers to Portland to discuss their findings about "what works" in community corrections and the implications for case management. It is expected that the case management system that emerges will combine contact standards and case management objectives.
3. *Innovative and targeted interventions.* Analysis of supervision outcomes by DOC research staff indicated that African American offenders (especially parolees) were revoked in numbers disproportionate to their representation in our caseload. In response to this analysis, the Department has developed an African American project which will supervise a population of high risk offenders with substance abuse, education, and employment problems. Staff are currently building curricula and interagency linkages that focus on these problem areas.

The Department believes that these strategies will contribute to the County's priority Benchmark for reducing crime.

SB 1145

Local planning for increased jail and community capacity began before SB 1145 was passed by the 1995 Legislature. County leaders formed a Public Safety Facilities Task Force in 1994 to develop a plan that would add jail capacity to end "population releases" (required to maintain population under a cap imposed by Federal Court Order) and house an increasing number of pretrial and convicted offenders. The Task Force recognized that effective community programs targeting substance abuse, mental health, education/employment, housing, and other needs were essential to a comprehensive plan.

Planning in response to SB 1145 has been a collaborative process, building on the work of the Public Safety Facilities Task Force. Initial construction and operations plans were submitted to the Local Public Safety Coordinating Council for refinement after that body was chartered by County Ordinance in November 1995. The Council created committees on budget, offender management, community programs, and jail planning. These committees included staff from Adult Community Justice, the Sheriff's Office, the Board of County Commissioners, the Department of Community and Family Services, and the Health Department. The planning process has been continuous as allocation and target population estimates were updated. Concurrent with our local planning, the County has participated on several State task forces dealing with SB 1145 implementation.

Key elements of the plan include:

1. Initial period of incarceration for all SB 1145 offenders;
2. Thorough offender assessment and case planning by an interagency team of Sheriff's Office and Adult Community Justice staff;
3. Movement of offenders from jail to community programs consistent with public safety and individual risk and need factors; and
4. Effective system for tracking and monitoring SB 1145 offenders and reporting individual and aggregate outcomes.

The plan requires construction of new jail and residential treatment capacity. We are planning to rent beds from DOC until new local capacity is on line. The siting process is now underway, relying on a citizens advisory committee to select an appropriate location. Our intent to increase jail and treatment capacity beyond that funded by SB 1145 is being reconsidered in response to Ballot Measure 47, which cuts and caps property taxes.

Community sanction programs which will be accessed for offenders sentenced to 12 months or less include:

1. Contracted residential drug treatment (until our new treatment center is on line);
2. Day Reporting Center;

3. Forest Project (work camp);
4. Community Monitoring; and
5. Home Detention.

The County is planning and budgeting to use several programs to support these community-based sanctions based on our knowledge of the target population's needs. These programs include:

1. Alternative Community Service;
2. Learning Center;
3. Outpatient alcohol and drug treatment;
4. Outpatient mental health services; and
5. Drug-free housing.

The County's objectives for implementation of SB 1145 are:

1. To sanction SB 1145 offenders within budget constraints and consistent with principles of public safety and sound correctional management;
2. To enhance the collaborative planning among public and private agencies concerned with criminal justice, corrections, and public safety through their participation on the Local Public Safety Coordinating Council; and
3. To reduce the rate of recidivism of the target population below the rate obtained in years prior to SB 1145.

TARGET POPULATION OF OFFENDERS SENTENCED TO 12 MONTHS OR LESS

DOC data indicates that a total of 2,055 offenders will be sentenced to 12 months or less in 1997-98. DOC projects that the caseload at any given time will rise from January 1997 to 651 in January 1998. These estimates are broken down into offender categories below.

1997-98 PROJECTED OFFENDERS SENTENCES TO 12 MONTHS OR LESS

CATEGORY	TOTAL 1997-98	% AGE	CASELOAD JAN 1998	% AGE
New Convictions	240	12%	92	14%
Probation Revocation: Technical	475	23%	133	21%
Probation Revocation: New Crime	235	11%	90	14%
Parole Revocation: Technical	493	24%	100	15%
Parole Revocation: New Crime	369	18%	137	21%
HB 3488 Offenders (certain repeat property offenders)	243	12%	99	15%
TOTAL	2,055	100%	651	100%

The target population is expected to be approximately 87% male and 13% female. The major committing offenses are projected as follows:

- Person Crime: 27%
- Property Crime: 36%
- Drug Crime: 34%
- Statutory Crime: 3%

IN OUR COMMUNITIES

The Department recognizes that it cannot succeed without the support and participation of the communities it serves. It seeks to strengthen its role as a partner with citizens, civic groups, crime victims, schools and other organizations in building healthy communities. The Department's Community Relations Team coordinates programs and activities that are particularly responsive to these groups and community needs.

Staff in several offices work closely with law enforcement agencies in support of community policing initiatives. Currently, collaborative efforts are underway in a number of communities including Brentwood-Darlington, Sellwood, Columbia Villa, Hawthorne, Downtown Portland, Gresham, and others. These efforts help integrate law enforcement and community corrections with neighborhood associations, civic and business groups, schools, and social service agencies.

The Department's Volunteer Program enhances our community relationships by providing opportunities for citizens to participate in community corrections. Volunteers assist in the supervision of offenders and contribute their skills to counseling, training, clerical, and other areas.

PROGRAM DESCRIPTION

COUNTY: MULTNOMAH	
PROGRAM NAME: ADMINISTRATION	
CONTACT PERSON: Elyse Clawson	TELEPHONE: (503) 248-3701
PROGRAM ADDRESS: 421 SW 5th Ave. Portland, OR 97204	
PROGRAM PURPOSE To provide overall management and coordination of the Department's activities with State and Federal agencies.	
PROGRAM DESCRIPTION: Fiscal management; budget development; personnel: safety coordination; training; automation/MIS; contract management; community relations; planning and evaluation.	
TARGET POPULATION: N/A	
CHECK ALL THAT APPLY:	
<input type="checkbox"/> PROBATIONERS:	HIGH <input type="checkbox"/> MEDIUM: <input type="checkbox"/> LOW: <input type="checkbox"/> LIMITED: <input type="checkbox"/>
<input type="checkbox"/> PAROLEES:	HIGH <input type="checkbox"/> MEDIUM: <input type="checkbox"/> LOW: <input type="checkbox"/> LIMITED: <input type="checkbox"/>
<input type="checkbox"/> OTHER OFFENDER TYPE: _____	
<input type="checkbox"/> MEN <input type="checkbox"/> WOMEN <input type="checkbox"/> BOTH	
<input type="checkbox"/> RESIDENTIAL	<input type="checkbox"/> NON-RESIDENTIAL <input type="checkbox"/> BOTH
TOTAL NUMBER OF OFFENDERS TO BE SERVED DURING THE BIENNIUM. N/A	AVERAGE LENGTH OF STAY: N/A
MAXIMUM NUMBER OF OFFENDERS WHO COULD BE SERVED AT ANY ONE TIME: N/A	

COUNTY: MULTNOMAH

PROGRAM NAME: ADMINISTRATION

PERFORMANCE OUTCOMES AND METHODS OF EVALUATION:

1. Develop and implement a comprehensive system to increase fee collection by June 1997.
2. Implement five LAN's in field offices by June 1997.
3. Implement improved victim services, information dissemination, and community building projects by June 1997.

PROGRAM DESCRIPTION

COUNTY: MULTNOMAH	
PROGRAM NAME: SUBSTANCE ABUSE SERVICES	
CONTACT PERSON: Tichenor McBride	TELEPHONE: (503) 248-3653
PROGRAM ADDRESS: 421 SW 5th Ave. Suite # 600 Portland, OR 97204	
PROGRAM PURPOSE: To provide a continuum of substance abuse interventions for offenders.	
PROGRAM DESCRIPTION: Contracted services include intensive outpatient treatment , residential treatment, detoxification, and drug testing.	
TARGET POPULATION: Any offender with substance abuse issues.	
CHECK ALL THAT APPLY:	
<input checked="" type="checkbox"/> PROBATIONERS:	HIGH <input checked="" type="checkbox"/> MEDIUM: <input checked="" type="checkbox"/> LOW: <input checked="" type="checkbox"/> LIMITED: <input checked="" type="checkbox"/>
<input checked="" type="checkbox"/> PAROLEES:	HIGH <input checked="" type="checkbox"/> MEDIUM: <input checked="" type="checkbox"/> LOW: <input checked="" type="checkbox"/> LIMITED: <input checked="" type="checkbox"/>
<input checked="" type="checkbox"/> OTHER OFFENDER TYPE: <u>Local Custody</u>	
<input type="checkbox"/> MEN <input type="checkbox"/> WOMEN <input checked="" type="checkbox"/> BOTH	
<input type="checkbox"/> RESIDENTIAL	<input type="checkbox"/> NON-RESIDENTIAL <input checked="" type="checkbox"/> BOTH
TOTAL NUMBER OF OFFENDERS TO BE SERVED DURING THE BIENNIUM. 550	AVERAGE LENGTH OF STAY: 90 Days
MAXIMUM NUMBER OF OFFENDERS WHO COULD BE SERVED AT ANY ONE TIME: Varies	

COUNTY: MULTNOMAH

PROGRAM NAME: SUBSTANCE ABUSE SERVICES

PERFORMANCE OUTCOMES AND METHODS OF EVALUATION:

1. To increase successful completion rate in contracted A&D programs to 60%.
2. To implement contracted services for offenders sentenced to less than 12 months, to serve 75 offenders in residential treatment and 350 offenders in outpatient treatment

PROGRAM DESCRIPTION

COUNTY: MULTNOMAH	
PROGRAM NAME: MENTAL HEALTH SERVICES	
CONTACT PERSON: Tichenor McBride	TELEPHONE: (503) 248-3653
PROGRAM ADDRESS: 421 SW 5th Ave. Suite # 600 Portland, OR 97204	
PROGRAM PURPOSE To provide a range of mental health services for offenders.	
PROGRAM DESCRIPTION: Contracted services includes psychological and sex offender evaluations, consultation, medication management, group therapy, and sex offender treatment. Many of these services are provided on-site at field offices. Short term counseling is provided to victims of domestic abuse.	
TARGET POPULATION: Offenders with evaluation, therapy, and medication needs.	
CHECK ALL THAT APPLY:	
<input checked="" type="checkbox"/> PROBATIONERS:	HIGH <input checked="" type="checkbox"/> MEDIUM: <input checked="" type="checkbox"/> LOW: <input checked="" type="checkbox"/> LIMITED: <input checked="" type="checkbox"/>
<input checked="" type="checkbox"/> PAROLEES:	HIGH <input checked="" type="checkbox"/> MEDIUM: <input checked="" type="checkbox"/> LOW: <input checked="" type="checkbox"/> LIMITED: <input checked="" type="checkbox"/>
<input checked="" type="checkbox"/> OTHER OFFENDER TYPE: <u>Local Custody</u>	
<input type="checkbox"/> MEN <input type="checkbox"/> WOMEN <input checked="" type="checkbox"/> BOTH	
<input type="checkbox"/> RESIDENTIAL	<input checked="" type="checkbox"/> NON-RESIDENTIAL <input type="checkbox"/> BOTH
TOTAL NUMBER OF OFFENDERS TO BE SERVED DURING THE BIENNIUM. 5 Varies by service element.	AVERAGE LENGTH OF STAY: Varies
MAXIMUM NUMBER OF OFFENDERS WHO COULD BE SERVED AT ANY ONE TIME: Varies	

COUNTY: MULTNOMAH

PROGRAM NAME: MENTAL HEALTH SERVICES

PERFORMANCE OUTCOMES AND METHODS OF EVALUATION:

1. Achieve a positive completion rate of 75% in contracted sex offender treatment by June 1997.
2. Provide contracted mental health services for offenders sentenced to 12 months or less: serve 50 offenders by June 1997.

PROGRAM DESCRIPTION

COUNTY: MULTNOMAH	
PROGRAM NAME: HOUSING SERVICES	
CONTACT PERSON: Tichenor McBride	TELEPHONE: (503) 248-3653
PROGRAM ADDRESS: 421 SW 5th Ave. Suite # 600 Portland, OR 97204	
PROGRAM PURPOSE To provide case management and supervised drug-free housing for offenders.	
PROGRAM DESCRIPTION: Services are provided through contracts managed by Administration and through housing units managed directly by Women's Transition Services. Services include Parole Transition Housing, Transitional Housing for Women, Residential Services for Women, and case management.	
TARGET POPULATION: Indigent Offenders .	
CHECK ALL THAT APPLY:	
<input checked="" type="checkbox"/> PROBATIONERS:	HIGH <input checked="" type="checkbox"/> MEDIUM: <input checked="" type="checkbox"/> LOW: <input checked="" type="checkbox"/> LIMITED: <input checked="" type="checkbox"/>
<input checked="" type="checkbox"/> PAROLEES:	HIGH <input checked="" type="checkbox"/> MEDIUM: <input checked="" type="checkbox"/> LOW: <input checked="" type="checkbox"/> LIMITED: <input checked="" type="checkbox"/>
<input checked="" type="checkbox"/> OTHER OFFENDER TYPE: <u>Local Custody</u>	
<input type="checkbox"/> MEN <input type="checkbox"/> WOMEN <input checked="" type="checkbox"/> BOTH	
<input type="checkbox"/> RESIDENTIAL	<input type="checkbox"/> NON-RESIDENTIAL <input checked="" type="checkbox"/> BOTH
TOTAL NUMBER OF OFFENDERS TO BE SERVED DURING THE BIENNIUM.	AVERAGE LENGTH OF STAY: Varies
MAXIMUM NUMBER OF OFFENDERS WHO COULD BE SERVED AT ANY ONE TIME:	

COUNTY: MULTNOMAH

PROGRAM NAME: HOUSING SERVICES

PERFORMANCE OUTCOMES AND METHODS OF EVALUATION:

50% of Offenders in transitional housing will graduate with an adequate plan after 30 days.

PROGRAM DESCRIPTION

COUNTY: MULTNOMAH	
PROGRAM NAME: PAROLE TRANSITION PROGRAM	
CONTACT PERSON: Bill Jackson	TELEPHONE: (503) 248-3358
PROGRAM ADDRESS: 2205 NE Columbia Blvd. Portland, OR 97211	
PROGRAM PURPOSE To facilitate the return and reintegration of offenders released from prison.	
PROGRAM DESCRIPTION: The Parole Transition Program provides release services to subsidy-eligible offenders in their transition from state correctional facilities to parole supervision in Multnomah County. The program incorporates pre-release planning, a Parole Intake Center, Supervised Drug Free Housing, a Service Fund to address extraordinary needs such as medical support and transportation, and a local case management tracking system to assist offenders in the program.	
TARGET POPULATION: Offenders on parole of post-prison supervision.	
CHECK ALL THAT APPLY:	
<input type="checkbox"/> PROBATIONERS:	HIGH: <input type="checkbox"/> MEDIUM: <input type="checkbox"/> LOW: <input type="checkbox"/> LIMITED: <input type="checkbox"/>
<input checked="" type="checkbox"/> PAROLEES:	HIGH <input checked="" type="checkbox"/> MEDIUM: <input checked="" type="checkbox"/> LOW: <input checked="" type="checkbox"/> LIMITED: <input checked="" type="checkbox"/>
<input type="checkbox"/> OTHER OFFENDER TYPE: _____	
<input type="checkbox"/> MEN <input type="checkbox"/> WOMEN <input checked="" type="checkbox"/> BOTH	<input type="checkbox"/> NON-RESIDENTIAL <input checked="" type="checkbox"/> BOTH
<input type="checkbox"/> RESIDENTIAL	
TOTAL NUMBER OF OFFENDERS TO BE SERVED DURING THE BIENNIUM. 900	AVERAGE LENGTH OF STAY: 30 Days
MAXIMUM NUMBER OF OFFENDERS WHO COULD BE SERVED AT ANY ONE TIME: 250	

COUNTY: MULTNOMAH

PROGRAM NAME: PAROLE TRANSITION PROGRAM

PERFORMANCE OUTCOMES AND METHODS OF EVALUATION:

1. To provide housing, transportation, and other services to 100% of subsidy-eligible parolees.

PROGRAM DESCRIPTION

COUNTY: MULTNOMAH	
PROGRAM NAME: EDUCATIONAL/VOCATIONAL SERVICES	
CONTACT PERSON: Kevin Creswell	TELEPHONE: (503) 248-3747
PROGRAM ADDRESS: 400 SW 12th Ave. Portland, OR 97205	
PROGRAM PURPOSE The purpose of the learning center is to improve the reading, writing and math skills of offenders so that they will be better equipped to obtain employment and solve problems they encounter in their daily lives.	
PROGRAM DESCRIPTION: The center provides instruction in basic skills, and pre-employment training, including GED instruction. Instruction is delivered via computers and in small and large group settings.	
TARGET POPULATION: Offenders functioning below 9th grade level in reading or math.	
CHECK ALL THAT APPLY:	
<input checked="" type="checkbox"/> PROBATIONERS:	HIGH <input checked="" type="checkbox"/> MEDIUM: <input checked="" type="checkbox"/> LOW: <input checked="" type="checkbox"/> LIMITED: <input checked="" type="checkbox"/>
<input checked="" type="checkbox"/> PAROLEES:	HIGH <input checked="" type="checkbox"/> MEDIUM: <input checked="" type="checkbox"/> LOW: <input checked="" type="checkbox"/> LIMITED: <input checked="" type="checkbox"/>
<input checked="" type="checkbox"/> OTHER OFFENDER TYPE: <u>Local Custody</u>	
<input type="checkbox"/> MEN <input type="checkbox"/> WOMEN <input checked="" type="checkbox"/> BOTH	
<input type="checkbox"/> RESIDENTIAL	<input checked="" type="checkbox"/> NON-RESIDENTIAL <input type="checkbox"/> BOTH
TOTAL NUMBER OF OFFENDERS TO BE SERVED DURING THE BIENNIUM. 175	AVERAGE LENGTH OF STAY: Varies
MAXIMUM NUMBER OF OFFENDERS WHO COULD BE SERVED AT ANY ONE TIME: Varies	

COUNTY: MULTNOMAH

PROGRAM NAME: EDUCATIONAL/VOCATIONAL SERVICES

PERFORMANCE OUTCOMES AND METHODS OF EVALUATION:

1. 15 Offenders will obtain their GED's.
2. 45 Offenders will obtain employment.

PROGRAM DESCRIPTION

COUNTY: MULTNOMAH	
PROGRAM NAME: WOMEN'S SERVICES	
CONTACT PERSON: Nedra Bagley	TELEPHONE: (503) 248-5374
PROGRAM ADDRESS: 4610 SE Belmont Portland, OR 97214	
PROGRAM PURPOSE To develop and operate a variety of services for Female offenders and their children.	
PROGRAM DESCRIPTION: The program works with other state and county agencies to provide prenatal care, drug & alcohol intervention, case management, and housing.	
TARGET POPULATION: Female Offenders.	
CHECK ALL THAT APPLY:	
<input checked="" type="checkbox"/> PROBATIONERS:	HIGH <input checked="" type="checkbox"/> MEDIUM: <input checked="" type="checkbox"/> LOW: <input checked="" type="checkbox"/> LIMITED: <input checked="" type="checkbox"/>
<input checked="" type="checkbox"/> PAROLEES:	HIGH <input checked="" type="checkbox"/> MEDIUM: <input checked="" type="checkbox"/> LOW: <input checked="" type="checkbox"/> LIMITED: <input checked="" type="checkbox"/>
<input type="checkbox"/> OTHER OFFENDER TYPE: _____	
<input type="checkbox"/> MEN <input checked="" type="checkbox"/> WOMEN <input type="checkbox"/> BOTH	
<input type="checkbox"/> RESIDENTIAL	<input type="checkbox"/> NON-RESIDENTIAL <input checked="" type="checkbox"/> BOTH
TOTAL NUMBER OF OFFENDERS TO BE SERVED DURING THE BIENNIUM. 750	AVERAGE LENGTH OF STAY: Varies by service element
MAXIMUM NUMBER OF OFFENDERS WHO COULD BE SERVED AT ANY ONE TIME: 200	

COUNTY: MULTNOMAH

PROGRAM NAME: WOMEN' S SERVICES

PERFORMANCE OUTCOMES AND METHODS OF EVALUATION:

1. 60% of pregnant women will have positive birth outcomes.
2. 73% of participants will reduce alcohol and drug use during case management.

PROGRAM DESCRIPTION

COUNTY: MULTNOMAH	
PROGRAM NAME: ALTERNATIVE COMMUNITY SERVICE	
CONTACT PERSON: Michael Santone	TELEPHONE: (503) 248-3198
PROGRAM ADDRESS: 400 SW 12th Portland, OR 97205	
PROGRAM PURPOSE To provide a sentencing option for the courts and a structured sanction for use by Probation/Parole Officers.	
PROGRAM DESCRIPTION: The program screens and places offenders to perform community service hours in non-profit and public agencies in Multnomah County. The program also provides work crews to assist neighborhoods and civic groups with community projects. Under IGA with the City of Portland, the program provides work crews for city park maintenance.	
TARGET POPULATION: Offenders sentenced by the court or sanctioned by DCC.	
CHECK ALL THAT APPLY:	
<input checked="" type="checkbox"/> PROBATIONERS:	HIGH <input checked="" type="checkbox"/> MEDIUM: <input checked="" type="checkbox"/> LOW: <input checked="" type="checkbox"/> LIMITED: <input checked="" type="checkbox"/>
<input checked="" type="checkbox"/> PAROLEES:	HIGH <input checked="" type="checkbox"/> MEDIUM: <input checked="" type="checkbox"/> LOW: <input checked="" type="checkbox"/> LIMITED: <input checked="" type="checkbox"/>
<input checked="" type="checkbox"/> OTHER OFFENDER TYPE: <u>Convicted offenders not found under formal supervision; Local Custody offenders.</u>	
<input type="checkbox"/> MEN <input type="checkbox"/> WOMEN <input checked="" type="checkbox"/> BOTH	<input checked="" type="checkbox"/> NON-RESIDENTIAL <input type="checkbox"/> BOTH
<input type="checkbox"/> RESIDENTIAL	
TOTAL NUMBER OF OFFENDERS TO BE SERVED DURING THE BIENNIUM: 1,800	AVERAGE LENGTH OF STAY: 100 hrs.
MAXIMUM NUMBER OF OFFENDERS WHO COULD BE SERVED AT ANY ONE TIME: 2,000	

COUNTY: MULTNOMAH

PROGRAM NAME: ALTERNATIVE COMMUNITY SERVICES

PERFORMANCE OUTCOMES AND METHODS OF EVALUATION:

1. Increase the number of service hours imposed and provided for probation/parole violators from 1995-96 to 1996-97.
2. Increase the number of service hours provided for the courts from 1995-96 to 1996-97.
3. Increase successful completion rate from 55% to 60% in 1996-97.

PROGRAM DESCRIPTION

COUNTY: MULTNOMAH	
PROGRAM NAME: DAY REPORTING CENTER	
CONTACT PERSON: Kevin Criswell	TELEPHONE: (503) 248-3301
PROGRAM ADDRESS: 400 SW 12th Portland, OR 97205	
PROGRAM PURPOSE To stabilize non-complaint offenders through a sanction which imposes a high level of structure and accountability.	
<p>PROGRAM DESCRIPTION: The mission of the Day Reporting Center(DRC) is to stabilize non-complaint clients through daily reporting to a center which imposes a high level of structure and accountability and which offers key services on site. The DRC functions as an intermediate sanction for parolees and probationers determined to be in violation by their POs through the Structured Sanctions process, or by the court/Parole Board through formal hearings. The DRC's primary responsibilities include daily monitoring of clients and on-site access to a wide range of service. Activities performed include assessment, service provision, referrals, and case management. Services offered include:</p> <ul style="list-style-type: none"> • Drug evaluation, treatment and testing • Basic needs provisions • Life skills training • Mental health evaluation • Cognitive restructuring 	
TARGET POPULATION: Parolees and probationers in violation: local custody (S.B. 1145) offenders.	
CHECK ALL THAT APPLY:	
<input checked="" type="checkbox"/> PROBATIONERS:	HIGH <input checked="" type="checkbox"/> MEDIUM: <input checked="" type="checkbox"/> LOW: <input checked="" type="checkbox"/> LIMITED: <input checked="" type="checkbox"/>
<input checked="" type="checkbox"/> PAROLEES:	HIGH <input checked="" type="checkbox"/> MEDIUM: <input checked="" type="checkbox"/> LOW: <input checked="" type="checkbox"/> LIMITED: <input checked="" type="checkbox"/>
<input checked="" type="checkbox"/> OTHER OFFENDER TYPE: <u>Local Custody</u>	
<input type="checkbox"/> MEN <input type="checkbox"/> WOMEN <input checked="" type="checkbox"/> BOTH	
<input type="checkbox"/> RESIDENTIAL	<input checked="" type="checkbox"/> NON-RESIDENTIAL <input type="checkbox"/> BOTH
TOTAL NUMBER OF OFFENDERS TO BE SERVED DURING THE BIENNIUM. 270	AVERAGE LENGTH OF STAY 90 days
MAXIMUM NUMBER OF OFFENDERS WHO COULD BE SERVED AT ANY ONE TIME: 110	

COUNTY: MULTNOMAH

PROGRAM NAME: DAY REPORTING CENTER

PERFORMANCE OUTCOMES AND METHODS OF EVALUATION:

1. The program will show a decreased percentage of clients sent to jail or prison within 6 months of program completion from 1995-96 to 1996-97.
2. The program will expand to provide 50 slots for S.B. 1145 offenders serving a portion of their sentence in the community.

PROGRAM DESCRIPTION

COUNTY: MULTNOMAH	
PROGRAM NAME: DIAGNOSTIC	
CONTACT PERSON: Judith Duncan	TELEPHONE: (503) 248-3083
PROGRAM ADDRESS: 1120 SW 3rd Ave. Suite # 358 Portland, OR 97204	
PROGRAM PURPOSE To provide accurate & timely investigative and assessment information on offenders to criminal justice agencies.	
PROGRAM DESCRIPTION: The Diagnostic Center is responsible for presentence investigations, alcohol and drug assessments, psychological evaluations, parole hearings, probation intake, and pre-trial intake and supervision.	
TARGET POPULATION: N/A	
CHECK ALL THAT APPLY:	
<input checked="" type="checkbox"/> PROBATIONERS:	HIGH <input checked="" type="checkbox"/> MEDIUM: <input checked="" type="checkbox"/> LOW: <input checked="" type="checkbox"/> LIMITED: <input checked="" type="checkbox"/>
<input checked="" type="checkbox"/> PAROLEES:	HIGH <input checked="" type="checkbox"/> MEDIUM: <input checked="" type="checkbox"/> LOW: <input checked="" type="checkbox"/> LIMITED: <input checked="" type="checkbox"/>
<input checked="" type="checkbox"/> OTHER OFFENDER TYPE: <u>Pre-trial</u>	
<input type="checkbox"/> MEN <input type="checkbox"/> WOMEN <input checked="" type="checkbox"/> BOTH	
<input type="checkbox"/> RESIDENTIAL	<input type="checkbox"/> NON-RESIDENTIAL <input type="checkbox"/> BOTH
TOTAL NUMBER OF OFFENDERS TO BE SERVED DURING THE BIENNIUM. Varies by service element	AVERAGE LENGTH OF STAY: N/A
MAXIMUM NUMBER OF OFFENDERS WHO COULD BE SERVED AT ANY ONE TIME: N/A	

COUNTY: MULTNOMAH

PROGRAM NAME: DIAGNOSTIC CENTER

PERFORMANCE OUTCOMES AND METHODS OF EVALUATION:

1. To maintain time between intake and initial service access between 3 and 10 days.
2. To meet 100% of PSI due dates.
3. To complete parole hearing within 3 days of receiving documentation.

PROGRAM DESCRIPTION

COUNTY: MULTNOMAH	
PROGRAM NAME: OFFENDER MANAGEMENT TEAM	
CONTACT PERSON: John Turner	TELEPHONE: (503) 248-3920
PROGRAM ADDRESS: 421 SW 5th Ave. #600 Portland, OR 97204	
PROGRAM PURPOSE: To provide coordination and offender monitoring for offenders subject to local custody under S.B. 1145.	
PROGRAM DESCRIPTION: An interagency team composed of staff from the Sheriff's office and the Department of Community Corrections which will oversee the assessment and movement of SB 1145 offenders through jail and community programming.	
TARGET POPULATION: Offenders sentenced to 12 months or less.	
CHECK ALL THAT APPLY:	
<input checked="" type="checkbox"/> PROBATIONERS:	HIGH <input checked="" type="checkbox"/> MEDIUM: <input checked="" type="checkbox"/> LOW: <input checked="" type="checkbox"/> LIMITED: <input checked="" type="checkbox"/>
<input checked="" type="checkbox"/> PAROLEES:	HIGH <input checked="" type="checkbox"/> MEDIUM: <input checked="" type="checkbox"/> LOW: <input checked="" type="checkbox"/> LIMITED: <input checked="" type="checkbox"/>
<input checked="" type="checkbox"/> OTHER OFFENDER TYPE: <u>Offenders with new convictions and sentences of 12 months or less.</u>	
<input type="checkbox"/> MEN <input type="checkbox"/> WOMEN <input checked="" type="checkbox"/> BOTH	
<input type="checkbox"/> RESIDENTIAL	<input type="checkbox"/> NON-RESIDENTIAL <input type="checkbox"/> BOTH
TOTAL NUMBER OF OFFENDERS TO BE SERVED DURING THE BIENNIUM: 800	AVERAGE LENGTH OF STAY: 4.5 months
MAXIMUM NUMBER OF OFFENDERS WHO COULD BE SERVED AT ANY ONE TIME: 650	

COUNTY: MULTNOMAH

PROGRAM NAME: OFFENDER MANAGEMENT TEAM

PERFORMANCE OUTCOMES AND METHODS OF EVALUATION:

1. To move offenders through system of jail and community programs so that budgeted capacities are not exceeded.
2. To attain improved 1 yr. recidivism rates as compared to offender cohorts sentenced prior to effective date of SB 1145.

PROGRAM DESCRIPTION

COUNTY: MULTNOMAH	
PROGRAM NAME: FOREST PROJECT	
CONTACT PERSON: Teresa Carroll	TELEPHONE: (503) 248-3190 x227
PROGRAM ADDRESS: County Courthouse 1041 SW 4th Ave, Rm. 802 Portland, OR 97204	
PROGRAM PURPOSE To provide an intermediate sanction for offenders an alternative to jail or prison.	
<p>PROGRAM DESCRIPTION: Clients within the project perform a variety of job tasks designed to teach clients life and work skills. Daily jobs in the field include trail building, campground maintenance, and fire management for the US Forest Service within the Columbia Gorge National Scenic Area. Services offered at various times include cognitive awareness, drug/alcohol education, and employment information.</p> <p>The Forest Project currently maintains an intergovernmental agreement with the US Forest Service, which allows residence and operation of the project on federally owned land. The Forest Service has maintained a partnership with the project by assisting staff in developing and coordinating jobs to be completed by work crews, and by offering technical assistance on some of the job sites.</p>	
TARGET POPULATION: N/A	
CHECK ALL THAT APPLY:	
<input type="checkbox"/> PROBATIONERS:	HIGH <input checked="" type="checkbox"/> MEDIUM: <input checked="" type="checkbox"/> LOW: <input checked="" type="checkbox"/> LIMITED: <input checked="" type="checkbox"/>
<input type="checkbox"/> PAROLEES:	HIGH <input checked="" type="checkbox"/> MEDIUM: <input checked="" type="checkbox"/> LOW: <input checked="" type="checkbox"/> LIMITED: <input checked="" type="checkbox"/>
<input checked="" type="checkbox"/> OTHER OFFENDER TYPE: <u>Local Custody</u>	
<input checked="" type="checkbox"/> MEN <input type="checkbox"/> WOMEN <input type="checkbox"/> BOTH	
<input checked="" type="checkbox"/> RESIDENTIAL	<input type="checkbox"/> NON-RESIDENTIAL <input type="checkbox"/> BOTH
TOTAL NUMBER OF OFFENDERS TO BE SERVED DURING THE BIENNIUM: 84	AVERAGE LENGTH OF STAY: 4-10 Weeks
MAXIMUM NUMBER OF OFFENDERS WHO COULD BE SERVED AT ANY ONE TIME: 28	

COUNTY: MULTNOMAH

PROGRAM NAME: FOREST PROJECT

PERFORMANCE OUTCOMES AND METHODS OF EVALUATION:

1. Maintain a 90% utilization rate from January to June 1997.
2. Achieve a 75% successful completion rate from January to June 1997.

PROGRAM DESCRIPTION

COUNTY: MULTNOMAH	
PROGRAM NAME: INTENSIVE CASE MANAGEMENT	
CONTACT PERSON: Lana Deaton	TELEPHONE: (503) 248-5237
PROGRAM ADDRESS: 407 NE 12th Portland, OR 97204	
PROGRAM PURPOSE: To provide an intermediate sanction for offenders who have violated the conditions of their supervision.	
PROGRAM DESCRIPTION: The program functions as an intermediate internal sanction for parolees and probationers determined to be in violation by their Parole/Probation Officers. Intensive Case Management provides a higher level of contact than traditional supervision and access to a wide range of services. Activities performed include assessment, intensive case management and referrals to available recourses. Services offered include: <ul style="list-style-type: none"> • Referral to drug evaluation, treatment and testing • Job readiness training • Absconder location program • Cognitive restructuring • Intensive community supervision • Case Management This program will close effective Jan. 31, 1997	
TARGET POPULATION: Offenders who have violated conditions and supervision.	
CHECK ALL THAT APPLY:	
<input checked="" type="checkbox"/> PROBATIONERS:	HIGH <input checked="" type="checkbox"/> MEDIUM: <input checked="" type="checkbox"/> LOW: <input checked="" type="checkbox"/> LIMITED: <input checked="" type="checkbox"/>
<input checked="" type="checkbox"/> PAROLEES:	HIGH <input checked="" type="checkbox"/> MEDIUM: <input checked="" type="checkbox"/> LOW: <input checked="" type="checkbox"/> LIMITED: <input checked="" type="checkbox"/>
<input type="checkbox"/> OTHER OFFENDER TYPE: _____	
<input type="checkbox"/> MEN <input type="checkbox"/> WOMEN <input checked="" type="checkbox"/> BOTH	
<input type="checkbox"/> RESIDENTIAL	<input checked="" type="checkbox"/> NON-RESIDENTIAL <input type="checkbox"/> BOTH
TOTAL NUMBER OF OFFENDERS TO BE SERVED DURING THE BIENNIUM. 225	AVERAGE LENGTH OF STAY: 90 Days
MAXIMUM NUMBER OF OFFENDERS WHO COULD BE SERVED AT ANY ONE TIME: 225	

COUNTY: MULTNOMAH

PROGRAM NAME: INTENSIVE CASE MANAGEMENT

PERFORMANCE OUTCOMES AND METHODS OF EVALUATION:

1. To successfully transition current clients to regular caseloads by the time the program closes on January 31, 1997

PROGRAM DESCRIPTION

COUNTY: MULTNOMAH	
PROGRAM NAME: DOMESTIC VIOLENCE PROGRAM	
CONTACT PERSON: Gerard Welch	TELEPHONE: (503) 248-3196
PROGRAM ADDRESS: 412 SW 12th Portland, OR 97205	
PROGRAM PURPOSE To prevent future acts of domestic violence in a population of deferred sentencing offenders.	
PROGRAM DESCRIPTION: This program is a joint effort with Multnomah County District Attorney's office, Portland Police Department, and the Courts to provide sentencing alternatives, sanctions, and treatment. The program coordinates with Criminal Justice agencies and treatment agencies, monitors and supervises offender compliance with treatment and other court conditions, refers offenders to services, regularly reports offender compliance to Court during a six to nine month deferral program, and has on-going contact with victims to provide them with resources and to include them, if appropriate, in the offender's supervision and treatment plans.	
TARGET POPULATION: Domestic violence offenders and their victims.	
CHECK ALL THAT APPLY:	
<input checked="" type="checkbox"/> PROBATIONERS:	HIGH <input checked="" type="checkbox"/> MEDIUM: <input checked="" type="checkbox"/> LOW: <input checked="" type="checkbox"/> LIMITED: <input checked="" type="checkbox"/>
<input type="checkbox"/> PAROLEES:	HIGH <input checked="" type="checkbox"/> MEDIUM: <input checked="" type="checkbox"/> LOW: <input checked="" type="checkbox"/> LIMITED: <input checked="" type="checkbox"/>
<input checked="" type="checkbox"/> OTHER OFFENDER TYPE: <u>Deferred Sentencing</u>	
<input type="checkbox"/> MEN <input type="checkbox"/> WOMEN <input checked="" type="checkbox"/> BOTH	<input checked="" type="checkbox"/> NON-RESIDENTIAL <input type="checkbox"/> BOTH
<input type="checkbox"/> RESIDENTIAL	
TOTAL NUMBER OF OFFENDERS TO BE SERVED DURING THE BIENNIUM. 450	AVERAGE LENGTH OF STAY: 6-24 months depending on type of referral
MAXIMUM NUMBER OF OFFENDERS WHO COULD BE SERVED AT ANY ONE TIME: 300	

COUNTY: MULTNOMAH

PROGRAM NAME: DOMESTIC VIOLENCE PROGRAM

PERFORMANCE OUTCOMES AND METHODS OF EVALUATION:

1. 50% of participants will successfully complete the program.
2. 90% of participants will not be re-arrested within one year of program entry.

PROGRAM DESCRIPTION

COUNTY: MULTNOMAH	
PROGRAM NAME: DRUG DIVERSION PROGRAM	
CONTACT PERSON: Tichenor McBride	TELEPHONE: (503) 248-3653
PROGRAM ADDRESS: 421 SW 5th Ave. Suite# 600 Portland, OR 97204	
PROGRAM PURPOSE: To reduce substance abuse in a population of offenders charged with drug possession.	
<p>PROGRAM DESCRIPTION:</p> <p>The purpose of the Drug Diversion Program is to reduce the substance abuse and related criminal activity in a population of offenders charged with drug possession. The Department provides contracted treatment/acupuncture services for diversion clients referred by the Circuit Court. Approximately 850 offenders per year will be served, resulting in savings for indigent defense, police overtime, and probation supervision costs.</p>	
TARGET POPULATION: Offenders charged with drug possession.	
CHECK ALL THAT APPLY:	
<input type="checkbox"/> PROBATIONERS:	HIGH: <input type="checkbox"/> MEDIUM: <input type="checkbox"/> LOW: <input type="checkbox"/> LIMITED: <input type="checkbox"/>
<input type="checkbox"/> PAROLEES:	HIGH: <input type="checkbox"/> MEDIUM: <input type="checkbox"/> LOW: <input type="checkbox"/> LIMITED: <input type="checkbox"/>
<input checked="" type="checkbox"/> OTHER OFFENDER TYPE: <u>Offenders enrolled in diversion programs.</u>	
<input type="checkbox"/> MEN <input type="checkbox"/> WOMEN <input checked="" type="checkbox"/> BOTH	<input checked="" type="checkbox"/> NON-RESIDENTIAL <input type="checkbox"/> BOTH
<input type="checkbox"/> RESIDENTIAL	
TOTAL NUMBER OF OFFENDERS TO BE SERVED DURING THE BIENNIUM. 400	AVERAGE LENGTH OF STAY: 1 year
MAXIMUM NUMBER OF OFFENDERS WHO COULD BE SERVED AT ANY ONE TIME: 400	

COUNTY: MULTNOMAH

PROGRAM NAME: DRUG DIVERSION PROGRAM

PERFORMANCE OUTCOMES AND METHODS OF EVALUATION:

1. 50% of participants will successfully complete the program.
2. 100% of pregnant women will deliver drug free babies.
3. 85% of graduates will not be arrested during a one year follow-up period.

PROGRAM DESCRIPTION

COUNTY: MULTNOMAH	
PROGRAM NAME: INTEGRATED SERVICE DISTRICTS	
CONTACT PERSON: Deputy Director	TELEPHONE: (503) 248-3701
PROGRAM ADDRESS: 421 SW 5th Ave. Suite #600 Portland, OR 97204	
PROGRAM PURPOSE: To provide supervision and services and administration sanctions for offenders on parole or probation.	
PROGRAM DESCRIPTION: Field Services works with the community, police, other county organizations and human services in order to identify community issues related to offender behavior and to develop strategies for intervening in this behavior. Field Services is responsible for supervision and services for Multnomah County residents who are sentenced to probation and parole; developing, implementing and imposing the conditions of parole or probation; assessing offender needs; linking offenders under supervision to other community services and reporting information about offender behavior to the court and the Board of Parole and Post Prison Supervision; utilization graduated, structured sanctions to positively impact client behavior. Our strategy is to address both offender and community needs.	
TARGET POPULATION: All offenders referred by the courts and BPPPS.	
CHECK ALL THAT APPLY:	
<input checked="" type="checkbox"/> PROBATIONERS:	HIGH: <input checked="" type="checkbox"/> MEDIUM: <input checked="" type="checkbox"/> LOW: <input checked="" type="checkbox"/> LIMITED: <input checked="" type="checkbox"/>
<input checked="" type="checkbox"/> PAROLEES:	HIGH: <input checked="" type="checkbox"/> MEDIUM: <input checked="" type="checkbox"/> LOW: <input checked="" type="checkbox"/> LIMITED: <input checked="" type="checkbox"/>
<input type="checkbox"/> OTHER OFFENDER TYPE: _____	
<input type="checkbox"/> MEN <input type="checkbox"/> WOMEN <input checked="" type="checkbox"/> BOTH	
<input type="checkbox"/> RESIDENTIAL	<input type="checkbox"/> NON-RESIDENTIAL <input type="checkbox"/> BOTH
TOTAL NUMBER OF OFFENDERS TO BE SERVED DURING THE BIENNIUM. 12,000	AVERAGE LENGTH OF STAY: 18mos.-3 yrs.
MAXIMUM NUMBER OF OFFENDERS WHO COULD BE SERVED AT ANY ONE TIME: N/A	

COUNTY: MULTNOMAH

PROGRAM NAME: INTEGRATED SERVICES DISTRICT

PERFORMANCE OUTCOMES AND METHODS OF EVALUATION:

1. Increase the percentage of positive case closures from 1995-96 to 1996-97.
2. Increase the average time to reoffense.
3. Pilot community based supervision strategies at recently sited Peninsula Office.

PROGRAM DESCRIPTION

COUNTY: MULTNOMAH	
PROGRAM NAME: LOCAL PUBLIC SAFETY COORDINATING COUNCIL SUPPORT	
CONTACT PERSON: Peter Ozanne	TELEPHONE: (503) 796-2423
PROGRAM ADDRESS: 421 SW 6th Ave. Suite 1075 Portland, OR 97204	
PROGRAM PURPOSE: To provide administrative, research, and logistical support for the councils.	
PROGRAM DESCRIPTION: LPSCC provides planning, coordination and evaluation for public and private agencies involved in local community corrections. Support for LPSCC includes a Coordinator, Director of Research and Administration, and Administrative Assistant. Materials and supplies are also included.	
TARGET POPULATION: N/A	
CHECK ALL THAT APPLY:	
<input type="checkbox"/> PROBATIONERS:	HIGH <input type="checkbox"/> MEDIUM: <input type="checkbox"/> LOW: <input type="checkbox"/> LIMITED: <input type="checkbox"/>
<input type="checkbox"/> PAROLEES:	HIGH <input type="checkbox"/> MEDIUM: <input type="checkbox"/> LOW: <input type="checkbox"/> LIMITED: <input type="checkbox"/>
<input type="checkbox"/> OTHER OFFENDER TYPE: _____	
<input type="checkbox"/> MEN <input type="checkbox"/> WOMEN <input type="checkbox"/> BOTH	
<input type="checkbox"/> RESIDENTIAL	<input type="checkbox"/> NON-RESIDENTIAL <input type="checkbox"/> BOTH
TOTAL NUMBER OF OFFENDERS TO BE SERVED DURING THE BIENNIUM: N/A	AVERAGE LENGTH OF STAY: N/A
MAXIMUM NUMBER OF OFFENDERS WHO COULD BE SERVED AT ANY ONE TIME: N/A	

COUNTY: MULTNOMAH

PROGRAM NAME: LOCAL PUBLIC SAFETY COORDINATING COUNCIL SUPPORT

PERFORMANCE OUTCOMES AND METHODS OF EVALUATION:

1. To provide meeting materials and reports for LPSCC members.
2. To coordinate the activities of LPSCC consistent with requirements of SB 1145 and local priorities.

PROGRAM DESCRIPTION

COUNTY: MULTNOMAH	
PROGRAM NAME: VOLUNTEER/MISDEMEANOR/TRAFFIC PROGRAM	
CONTACT PERSON: Wayne Salvo	TELEPHONE: (503) 248-3031
PROGRAM ADDRESS: 727 NE 24th Ave. Portland, OR 97212	
PROGRAM PURPOSE To provide volunteer opportunities for citizens interested in community corrections; to supervise DUII and misdemeanor cases.	
PROGRAM DESCRIPTION: The Volunteer/Traffic/Misdemeanor Unit is designed to: <ul style="list-style-type: none"> • Recruit, screen, train, place, and support volunteers in Department of Community Corrections work units, • Provide specialized case management services to DUII and other major traffic offenders, and, • Supervise misdemeanor offenders. The Volunteer component and case management programs work in concert to provide the training and practical experiences to volunteers that will expand their understanding of the criminal justice system and contribute to the mission of the Department. Cooperative relationships have been forged between the department and many educational institutions this year, further outreach is now focusing on community organizations.	
TARGET POPULATION: Misdemeanor and major traffic offenders.	
CHECK ALL THAT APPLY:	
<input checked="" type="checkbox"/> PROBATIONERS:	HIGH <input checked="" type="checkbox"/> MEDIUM: <input checked="" type="checkbox"/> LOW: <input checked="" type="checkbox"/> LIMITED: <input checked="" type="checkbox"/>
<input type="checkbox"/> PAROLEES:	HIGH: <input type="checkbox"/> MEDIUM: <input type="checkbox"/> LOW: <input type="checkbox"/> LIMITED: <input type="checkbox"/>
<input type="checkbox"/> OTHER OFFENDER TYPE: _____	
<input type="checkbox"/> MEN <input type="checkbox"/> WOMEN <input checked="" type="checkbox"/> BOTH	
<input type="checkbox"/> RESIDENTIAL	<input checked="" type="checkbox"/> NON-RESIDENTIAL <input type="checkbox"/> BOTH
TOTAL NUMBER OF OFFENDERS TO BE SERVED DURING THE BIENNIUM. 1,100	AVERAGE LENGTH OF STAY: Varies
MAXIMUM NUMBER OF OFFENDERS WHO COULD BE SERVED AT ANY ONE TIME: 900	

COUNTY: MULTNOMAH

PROGRAM NAME: VOLUNTEER/MISDEMEANOR/TRAFFIC PROGRAM

PERFORMANCE OUTCOMES AND METHODS OF EVALUATION:

1. To involve at least 100 citizens in providing volunteer services for the Department.
2. To attain a 75% positive case closure rate.

PROGRAM DESCRIPTION

COUNTY: MULTNOMAH	
PROGRAM NAME: JAIL	
CONTACT PERSON: Dan Noelle, Sheriff	TELEPHONE: (503) 255-3600
PROGRAM ADDRESS: 12240 NE Glisan Portland, OR 97230	
PROGRAM PURPOSE: To provide incarceration for offenders sentenced to 12 months or less.	
PROGRAM DESCRIPTION: All offenders sentenced to 12 months or less will serve a portion of their sentence in jail. During the period from January to June 1997, some or all of these offenders will be housed in State institutions under terms of an IGA with DOC.	
TARGET POPULATION: Offenders sentenced to 12 months or less.	
CHECK ALL THAT APPLY:	
<input checked="" type="checkbox"/> PROBATIONERS:	HIGH: <input checked="" type="checkbox"/> MEDIUM: <input checked="" type="checkbox"/> LOW: <input checked="" type="checkbox"/> LIMITED: <input checked="" type="checkbox"/>
<input checked="" type="checkbox"/> PAROLEES:	HIGH: <input checked="" type="checkbox"/> MEDIUM: <input checked="" type="checkbox"/> LOW: <input checked="" type="checkbox"/> LIMITED: <input checked="" type="checkbox"/>
<input checked="" type="checkbox"/> OTHER OFFENDER TYPE: <u>Local Custody</u>	
<input type="checkbox"/> MEN <input type="checkbox"/> WOMEN <input checked="" type="checkbox"/> BOTH	
<input checked="" type="checkbox"/> RESIDENTIAL	<input type="checkbox"/> NON-RESIDENTIAL <input type="checkbox"/> BOTH
TOTAL NUMBER OF OFFENDERS TO BE SERVED DURING THE BIENNIUM: 800	AVERAGE LENGTH OF STAY: 30 Days
MAXIMUM NUMBER OF OFFENDERS WHO COULD BE SERVED AT ANY ONE TIME: 330	

COUNTY: MULTNOMAH

PROGRAM NAME: JAIL

PERFORMANCE OUTCOMES AND METHODS OF EVALUATION:

1. To provide a term of incarceration for offenders sentenced to 12 months or less consistent with public safety.
2. To help move offenders from jail to community programs so that budgeted capacities are not exceeded.
3. To attain improved 1 yr. recidivism rates compared to offenders sentenced prior to SB 1145.

PROGRAM DESCRIPTION

COUNTY: MULTNOMAH	
PROGRAM NAME: COMMUNITY MONITORING	
CONTACT PERSON: John Turner	TELEPHONE: (503) 248-3920
PROGRAM ADDRESS: 421 SW 5th Ave. Suite #600 Portland, OR 97230	
PROGRAM PURPOSE To provide a high level of supervision and accountability for offenders sentenced to 12 months or less.	
PROGRAM DESCRIPTION: A team of 6 PPO's and 2 Corrections Technicians will monitor offenders released from jail after serving a portion of their sentences of 12 months or less. The team will work closely with the Offender Management Team and providers of various treatment services to assure compliance with each offender's community monitoring plan.	
TARGET POPULATION: Offenders sentenced to 12 months or less.	
CHECK ALL THAT APPLY:	
<input type="checkbox"/> PROBATIONERS:	HIGH: <input type="checkbox"/> MEDIUM: <input type="checkbox"/> LOW: <input type="checkbox"/> LIMITED: <input type="checkbox"/>
<input type="checkbox"/> PAROLEES:	HIGH: <input type="checkbox"/> MEDIUM: <input type="checkbox"/> LOW: <input type="checkbox"/> LIMITED: <input type="checkbox"/>
<input checked="" type="checkbox"/> OTHER OFFENDER TYPE: <u>Local Custody</u>	
<input type="checkbox"/> MEN <input type="checkbox"/> WOMEN <input checked="" type="checkbox"/> BOTH	
<input checked="" type="checkbox"/> RESIDENTIAL	<input type="checkbox"/> NON-RESIDENTIAL <input type="checkbox"/> BOTH
TOTAL NUMBER OF OFFENDERS TO BE SERVED DURING THE BIENNIUM. 350	AVERAGE LENGTH OF STAY: 90 Days
MAXIMUM NUMBER OF OFFENDERS WHO COULD BE SERVED AT ANY ONE TIME: 300	

COUNTY: MULTNOMAH

PROGRAM NAME: COMMUNITY MONITORING

PERFORMANCE OUTCOMES AND METHODS OF EVALUATION:

1. Develop community monitoring plan for 95% of all inmates referred to the program.
2. Maintain caseloads of 50 offenders per PPO by June 1997.

PROGRAM DESCRIPTION

COUNTY: MULTNOMAH	
PROGRAM NAME: ELECTRONIC MONITORING (HOME DETENTION)	
CONTACT PERSON: John Turner	TELEPHONE: (503) 248-3920
PROGRAM ADDRESS: 421 SW 5th Ave. Suite #600 Portland, OR 97230	
PROGRAM PURPOSE: To provide a highly structured community sanction for offenders sentenced to 12 months or less.	
PROGRAM DESCRIPTION: DCC staff will use state-of-the-art equipment to impose a home detention requirements on a population of offenders who are sentenced to less than 12 month and who have completed an initial period of incarceration. Incidents of non-compliance will be responded to immediately by appropriate staff.	
TARGET POPULATION: Offenders sentenced to 12 months or less.	
CHECK ALL THAT APPLY:	
<input type="checkbox"/> PROBATIONERS:	HIGH: <input type="checkbox"/> MEDIUM: <input type="checkbox"/> LOW: <input type="checkbox"/> LIMITED: <input type="checkbox"/>
<input type="checkbox"/> PAROLEES:	HIGH: <input type="checkbox"/> MEDIUM: <input type="checkbox"/> LOW: <input type="checkbox"/> LIMITED: <input type="checkbox"/>
<input checked="" type="checkbox"/> OTHER OFFENDER TYPE: <u>Local Custody</u>	
<input type="checkbox"/> MEN <input type="checkbox"/> WOMEN <input checked="" type="checkbox"/> BOTH	
<input checked="" type="checkbox"/> RESIDENTIAL	<input type="checkbox"/> NON-RESIDENTIAL <input type="checkbox"/> BOTH
TOTAL NUMBER OF OFFENDERS TO BE SERVED DURING THE BIENNIUM: 100	AVERAGE LENGTH OF STAY: 30 to 90 Days
MAXIMUM NUMBER OF OFFENDERS WHO COULD BE SERVED AT ANY ONE TIME: 30	

COUNTY: MULTNOMAH

PROGRAM NAME: ELECTRONIC MONITORING (HOME DETENTION)

PERFORMANCE OUTCOMES AND METHODS OF EVALUATION:

1. Maintain a 90% utilization of electronic monitoring slots.
2. 60% of EM offenders will successfully transition to standard caseloads.

BUDGET NOTE

The total expenditure shown on the following page for New Impact Funds is \$4,402,515. The County understands that the allocation from DOC is actually \$3,167,000. The larger amount was considered necessary by the Local Public Safety Coordinating Council and the Board of County Commissioners to cover anticipated programmatic costs associated with the target population of offenders sentenced to 12 months or less. DOC has provided intake and length of stay information which indicates that the actual allocation may be sufficient for the County to implement its SB 1145 plan. The County is committed to reviewing offender flow and expenditure data periodically during the six month period covered by this Community Corrections Plan. The purpose of these reviews will be to adjust program referral and utilization practices to help balance revenues and expenditures. These reviews will also help State and County planners identify any current or future allocation problems.

BUDGET SUMMARY				
1/1/97 - 6/30/97				
County: Multnomah				
Program Name	Grant-In-Aid	New Impact Fund	Local Funds	Total
ADMINISTRATION	407,290	-	1,071,139	1,478,428
DIAGNOSTIC CENTER	1,364,396		60,338	1,424,734
EDUC/VOCATIONAL SERVICES	194,202	63,082		257,284
FAMILY COURT SERVICES			314,685	314,685
PAROLE TRANSITION	273,395			273,395
MENTAL HEALTH	130,025	9,567	115,970	255,562
SUBSTANCE ABUSE	161,458	856,074	917,265	1,934,797
HOUSING	398,011	480,000	118,681	996,692
WOMEN'S SERVICES			553,772	553,772
ALTERN COMMUNITY SERVICES	198,177	89,634	204,786	492,597
DAY REPORTING CENTER	482,159	140,679		622,838
FOREST PROJECT	315,502	53,591		369,093
INTENSIVE CASE MANAGEMENT	45,364		21,415	66,779
DOMESTIC VIOLENCE			290,979	290,979
DRUG DIVERSION			686,260	686,260
VOLUNTEER			387,279	387,279
INTEGRATED SERVICE DISTRICTS	4,411,973		122,065	4,534,038
LPSCC SUPPORT		191,332		191,332
JAIL (SB1145)		1,954,705		1,954,705
ELECTRONIC MONITORING		35,003		35,003
OFFENDER MANAGEMENT (SB1145)		418,254		418,254
COMMUNITY MONITORING (SB1145)		110,594		110,594
FUND TOTAL	8,381,950	4,402,515	4,864,631	17,649,096

MEETING DATE: JAN 30 1997

AGENDA #: R-6

ESTIMATED START TIME: 10:20

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Resolution in the matter of approving Creating a Chosen Future for the Children and Families of Multnomah County, the strategic plan for fiscal years 1997-99, of the Multnomah Commission on Children and Families

BOARD BRIEFING: DATE REQUESTED: _____

REQUESTED BY: _____

AMOUNT OF TIME NEEDED: _____

REGULAR MEETING: DATE REQUESTED: January 30, 1997

AMOUNT OF TIME NEEDED: 15 Minutes

DEPARTMENT: Non Departmental

DIVISION: Multnomah Commission on Children and Families

CONTACT: Jim Clay

TELEPHONE #: 248-3527

BLDG/ROOM #: 166/1075

PERSON(S) MAKING PRESENTATION: Nan Waller, Mark Rosenbaum of the Multnomah Commission on Children and Families

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER
SUMMARY: (Statement of rationale for action requested, personnel and fiscal/budgetary impacts, if applicable): State Legislation requires that the Strategic Plan of the Multnomah Commission on Children and Families be submitted to the Board of County Commissioners for their approval consideration.

1/30/97 copies to Jim Clay

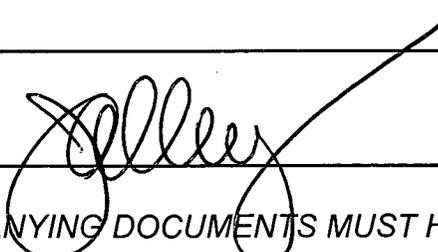
SIGNATURES REQUIRED:

ELECTED

OFFICIAL: _____

(OR)

DEPARTMENT
MANAGER: _____



BOARD OF
COUNTY COMMISSIONERS
97 JAN 23 PM 1:51
MULTNOMAH COUNTY
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

SUPPLEMENTAL STAFF BRIEFING

TO: Board of County Commissioners

FROM:  Jim Clay, Director of Planning
Multnomah Commission on Children and Families

PLACEMENT DATE: January 30, 1997

RE: Resolution in the matter of approving *Creating a Chosen Future for the Children and Families of Multnomah County*, the strategic plan for fiscal years 1997-99, of the Multnomah Commission on Children and Families.

This memo is submitted in compliance with the requirement for agenda item briefing/ staff report supplement.

I. Recommendation/Action Requested:

Adopt resolution

II. Background/Analysis:

The text of the resolution provides background and the *Creating a Chosen Future for the Children and Families of Multnomah County* document contains the analysis.

III. Financial Impact:

This is a collection of broad strategies that will serve as a foundation for making future financial and programmatic decisions. No specific financial allocations are made within this strategic plan. Any financial decisions specific to the state funding for which the Multnomah Commission on Children and Families has allocation responsibility, or specific to the development of the county budget which may rely on some of these strategies, will be made over the next several months.

IV. Legal Issues:

None identified

V. Controversial Issues:

Issue 1: The funding policy contained within the plan (page 6) as well as Goal 4: "Direct linkages between planning and implementation," calls for the Multnomah Commission on Children and Families' funding to be directly linked to the strategies listed in the plan. This direct linkage has not always been made in the past, when long-standing contracts for services were continued, whether or not they were consistent with the approved strategies. The commission has decided to phase in this new policy over a four year period in the interest of system stability. Still, some service providers may see their contracts reduced or eliminated as a result of this transition. In the climate of Measure 47 revenue reductions, this may result in further distress for the system of care for children and families, especially as it relates to services for historically underserved populations. A thoughtfully developed and implemented transition plan will be critical to success.

Issue 2: There is a widespread lack of understanding of the concept of wellness, defined as "community conditions that protect, nurture and realize the full physical, social, emotional, cognitive, and cultural developmental potential of all children, youth and their families." Many people misunderstand wellness as being the same thing as primary prevention services, which is not correct. This misunderstanding leads many people, and especially contracted providers and other human services professionals to believe that we will see a wholesale elimination of supports for children and families experiencing distress in some way. A thoughtfully developed and implemented public communication plan will be critical to success.

VI. Link to Current County Policies:

Extensive and successful effort has been made to directly align the chosen future outcomes of this plan with those identified by the Board of County Commissioners through the recent benchmarking process. Extensive and successful effort has been made to align the established strategies of the Community Action Commission, and the early development work of the Public Safety Coordinating Council with this plan. The development of further policy linkages are now being built through direct work with Department Managers, and through coordination with the county's FY 97-98 budget. Early but promising work has been begun a process expected to establish strong linkages with local business partners, consistent with county policy favoring the leveraging of community resources.

VII. Citizen Participation:

A level of community involvement, unprecedented in the history of this commission and its predecessors, has enriched this plan's content and begun a wide range of new partnerships. Previous approaches to community involvement has relied almost exclusively on seeking the views of professional service providers, an important group of partners. This time additional and extensive involvement has come from children and families as consumers of services, county Department Managers, the faith community, several Caring Communities, the Leaders Roundtable, school districts throughout the county, business interests, the arts and cultural community, Senior citizen advocates, people of color advocates and other advocates for specific populations, peacemaking advocates, the Multnomah County Youth Advisory Board, and many others. A more complete report of community involvement will be issued later this winter.

VIII. Other Government Participation:

This plan has been developed within a formally established collaborative relationship with the Oregon Commission on Children and Families. Commission members and other citizens participating in this plan's development brought other linkages, including the Oregon Department of Human Services and the department's Services for Children and Families and Adult and Family Services units. The process of establishing connections with local schools has begun, but community comment strongly suggested that we need to actively reinforce this link. Similarly, several strategies call on us to build new links to cities, particularly as it relates to issues of parks and recreation, housing, transportation, and others.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Approving the January 22,)
1997 Strategic Plan of the Multnomah) RESOLUTION
Commission on Children and Families) 97-12
)

WHEREAS, the 1993 Oregon Legislature passed, and Governor Roberts signed House Bill 2004 creating local Commissions on Child and Families that are required to conduct local planning for services to children and families, and

WHEREAS, the Board of County Commissioners for Multnomah County passed Ordinance No. 780 in December of 1993 creating the Multnomah Commission on Children and Families (MCCF) with the principle mission of conducting an inclusive, community-based local planning process for the children and families of Multnomah County, and

WHEREAS, the MCCF has created and on January 22, 1997 approved a further development of its strategic plan for the children and families of Multnomah County consistent with its charge of involving local communities, and

WHEREAS, the Oregon Commission on Children and Families will review for approval the Multnomah Commission of Children and Families Strategic Plan on or about January 31, 1997, and

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Multnomah County hereby approves the strategic plan dated January 22, 1997 and authorizes its official submission by the County Chair.

ADOPTED this 30th day of January, 1997.



MULTNOMAH COUNTY, OREGON

By Beverly Stein
Beverly Stein, County Chair

REVIEWED:
LAURENCE KRESSEL, COUNTY COUNSEL
for Multnomah County, Oregon
By Katie Gaetjens
Katie Gaetjens, Assistant County Counsel

CREATING A CHOSEN FUTURE

For the Children and Families
of Multnomah County

APPROVED BY
Multnomah Commission on Children and Families
January 22, 1997

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EXECUTIVE SUMMARY

The Multnomah Commission on Children and Families is an appointed citizen body charged with creating "wellness," defined as community conditions which preserve every child's potential. This focused strategic plan for wellness, developed with extensive community and professional involvement, is the beginning of a blueprint to that end. It's intended to serve eventually as the common set of strategies used by all child and family advocates, including planners, funders and policymakers, and professional service providers; as well as by parents, grandparents and other extended family members and caregivers, and by young people themselves.

This focused strategic plan presents three goals for children and families:

- Young children entering school ready to succeed;
- Safe families living in safe neighborhoods;
- Children and youth succeeding in their education.

It also presents an additional implementation goal for our system of services and supports, as a means for achieving the first three goals:

- Direct linkages between planning and implementation

Each goal has a set of associated outcomes, and each outcome has a set of associated strategies. In the next phase of planning the Commission will describe activities for each strategy; identify who is already doing this work, who all will serve as lead implementers, and who are our other partners; establish measurable outcomes and indicators of success; develop assurances of inclusion; identify needed and available resources; establish a timeline; and consider necessary coordination.

THE MULTNOMAH COMMISSION ON CHILDREN & FAMILIES

When Governor Roberts signed House Bill 2004 into law on August 18, 1993, the State of Oregon committed itself to an entirely new approach to meeting the needs of children, youth and their families. Newly appointed local Commissions were charged with planning for the implementation of a new "wellness" model.

Based on this new law, the Multnomah County Board of Commissioners began the reversal of historic social policy which assured services only when serious problems developed, often by a young person's posing a threat to public safety. On December 16, 1993 it established the Multnomah Commission on Children and Families.

The Commission is a volunteer citizen body, appointed by the Board of County Commissioners, bringing together both lay and professional child and families advocates. The Commission's central mission is to assure wellness, defined as community conditions that protect, nurture and realize the full physical, social, emotional, cognitive, and cultural developmental potential of all children, youth and their families. The Commission's role is to engage community partners in both planning and action, leading to a vision of community wellness, and to direct a limited amount of financial resources to a very few strategies drawn from this plan.

ABOUT THIS PLAN

This document is the result of the first phase of efforts to create a "focused strategic plan for wellness." We intend for this plan to begin to serve as a guide for every community partner interested in and committed to the well-being of children and families. It may take several years of refinement for it to become all that we wish it to be, but we offer this developmental stage of our work as a good start.

We consider it to be a *focused* strategic plan because it intentionally presents only a few of the many possible strategies, and it seeks to tap into the potential we expect to find when many community partners join together in a common effort. Some important strategies which other community partners are likely to be addressing have not been duplicated here.

The general approach taken in creating this plan has been to build on good work already done. We imagine that many of the strategies will seem familiar, since we have deliberately included some that are already proving to be successful, at least for some populations and in some parts of the county. Other strategies are newly proposed.

Everything presented is supported by both data *and* values, a proven and powerful combination of the mind and the heart. Research sources are cited in an overview section preceding each goal, and the Commission's values are presented following this narrative.

It's important to note that this plan is *not* a comprehensive plan; it does not include many of the strategies identified in numerous previous planning efforts. An existing body of good planning work, amounting to several thousand pages, covers everything from gender specific services for girls to responding to juvenile crime; from services for homeless/displaced youth to creating quality child care. Other work has been done to address the interrelated issues of poverty, child abuse, domestic violence, alcohol abuse, teen pregnancy, and other key social issues. By reference, all this work is recognized and considered to be valuable guidance for anyone committed to the wellness of all children and all families.

This plan, by design, does not generally present strategies for specific populations, like teen parents, homeless/displaced youth, youth of color, substance abusing youth, children with disabilities and many others. The intent has been to present broad, general strategies that are applicable to *all* populations; with age, culture, gender, circumstantial and other considerations to be discussed during the upcoming implementation planning phase. Numerous comments received during community review of this plan's draft have indicated that this approach may not work equally well for all populations. Maintaining a safe home environment, for example, is not immediately relevant to a pregnant young woman who is homeless; after-school activities have no direct meaning to a 13 year old boy who is not in school; the danger of premarital sex is not an issue for a young women who cannot be married; parental involvement in a child's educational success holds little meaning today to a child with no family.

The Commission is committed to all children and all families and will consider these extraordinarily challenging issues during its next work phase, and has set a specific strategy for this purpose (strategy 4.3.1).

Consistent with the Commission's interest in relying on good work already done, many sources have informed the development of this focused strategic plan. The Commission's work in previous years, as well as recent goal setting decisions provided general direction. Numerous outside published sources have informed the work. The Multnomah County Youth Advisory Board, the Community Action Commission, and the Multnomah Public Safety Coordinating Council have each contributed to this document.

Several hundred reviewers provided an unprecedented range of diverse community comment on this document when in its draft form, enriching this final product, and jump-starting the process of identifying community partners.

Finally we offer a few notes on terminology and communication. Having discovered no common planning lexicon (in fact, having discovered the opposite) we have chosen to use the following terms as defined below. They seem to be as functional as any others:

VISION: An overall description how things could be in the future if we do all that we need to do today.

GOAL: The overall thing we want, in this case stated as a condition existing within our families and communities.

OUTCOME: One of several specific things that we will need to achieve in order to arrive at our goal; also can be viewed as a sub-goal.

STRATEGY: General statement of action that we must take to achieve the outcomes for each goal.

RESILIENCY: Capacity for achieving positive outcomes despite adverse individual and environmental impacts.

RISK: Behavioral or environmental factors increasing the likelihood of negative outcomes.

WHAT'S NEXT IN THIS PLAN'S DEVELOPMENT?

The next phase of our work will be the creation of an implementation plan, engaging our partners in considering these questions:

- What specific activities, consistent with both data and values, will advance each strategy?
- What outcome measures will gauge our success?
- Which of these strategies are already at play in our community; by whom; at what cost; and with what degree of success?
- What additional research is needed?
- How do we assure inclusive and appropriate consideration of the interests of *all* children and *all* families?
- Who will commit to serve as lead implementer for each strategy?
- Who must and might be involved as a partner?
- What resources, financial and otherwise, will be needed, and from whom shall we secure them?
- How will we allocate the resources that are the specific responsibility of the Multnomah Commission on Children and Families to support the implementation of this plan?
- What is the timeline?
- Through what mechanisms shall we coordinate all this?
- How shall we provide accountability to taxpayers and others?
- How will those of us involved support our own and each others' wellness throughout the process?

OUR VISION OF THE FUTURE

We envision a diverse, multi-cultural community that values, protects and nurtures children, appreciates, encourages and supports families, and assures that every child realizes his or her full potential.

We see a future where all families and communities support the healthy growth and development of every child from the earliest possible opportunity; and where families and communities support the principle that every child deserves a family ready to parent her or him. We see families and communities committed to the right of every child and every family to develop free from harm in a safe environment; and we envision an increasing number of hopeful, capable, caring and stable adults within our families and communities.

OUR VALUES ARE THE FOUNDATION OF THIS PLAN

- **CHILDREN AND YOUTH:** We value every child and youth, and each one's right to achieve her or his full potential.
- **FAMILIES:** We value the family unit, however defined, and wish it to be every child's first source of love and support.
- **COMMUNITIES:** We value community as every family's primary source for support and encouragement.
- **SYSTEM OF SUPPORTS:** We value an integrated and coordinated community support system which makes the best use of available resources, identifies and develops new resources, and values its workers.
- **RESULTS AND ACCOUNTABILITY:** We value results. We value an outcome driven approach providing efficiency and accountability.
- **SELF-RELIANCE:** We value community supports which encourage self-reliance and discourage dependency.
- **DIVERSITY OF CULTURES:** We value the diversity of the children, youth and families among us, and we value community supports which are culture, gender and age appropriate, as determined by those communities
- **EQUAL OPPORTUNITY:** We value equal opportunity, equal access and social justice for all cultural communities.
- **INCLUSION:** We value an open and accessible community planning process bringing diverse viewpoints, including those of young people.
- **PEOPLE OF ALL LEVELS OF NEED:** We value all people and recognize that among individuals there exist varying capabilities at different times and at different developmental stages.
- **SAFETY AND SECURITY:** We value the safety and security of every child, youth and family and recognize this as an essential support for healthy growth and development.
- **PARENTING:** We value loving, skillful parenting, whether given by the biological parents, grandparents or other extended family members; or by other trustworthy, capable adults.
- **STRENGTHS:** We value the inherent strengths, skills and capacities of every child, youth and family, and recognize these strengths as vital community resources.

OUR GOALS

To make progress in achieving our vision we have decided to focus energies. We have chosen three main goals for children and families, and one implementation goal, for the next two years:

- Young children entering school ready to succeed.
- Safe families living in safe neighborhoods.
- Children and youth succeeding in their education.
- A direct link between planning and implementation

COMMISSION FUNDING POLICY

The purpose of the MCCF's funding is to achieve the Commission's goals by implementing the strategies articulated in the Commission's strategic plan.

Standards for our funding:

- All MCCF funding will be outcome-based and measured by pre-determined indicators.
- All MCCF funding will be expended consistent with the Commission's values, as defined in the strategic plan.
- All MCCF funding will be directed toward advancing a system that creates wellness; that is, maximizing and protecting a child's potential for healthy development by:
 1. reinforcing the strengths in a child's environment that offset conditions that threaten development;
 2. supporting the growth and development of positive attributes, skills and behaviors as well as reducing negative attributes, skills and behaviors;
 3. providing support before problems or crises occur, whenever possible.
- Funding is among the least of the resources available to support our goals; other strengths within the Commission and community must be exercised in association with MCCF funding. Every effort will be made to leverage additional resources, such as volunteer hours, in-kind contributions, staff time and expertise of other organizations, and funding.
- MCCF will fund strategies that increase the ability of individual services and supports to function effectively as a system, including research and evaluation.

Goal 1: Overview

CHILDREN ENTERING SCHOOL READY TO SUCCEED

- *Benchmark: Increase percentage of children entering kindergarten meeting developmental milestones for their age.*

Research indicates that a child who has reached certain developmental milestones in the first five years of life is more likely to succeed in school and experience fewer negative outcomes in adolescence. We commit ourselves to ensuring the future health and development of each person by calling on our entire community to recognize and respond to the urgent significance of the prenatal period and the first five years of life.

Factors related to this goal which tend to build a child's resiliency:

- Dependable, competent caregiver
- Secure attachment to parent
- Nurturing, stable family environment
- Sustained friendships with peers
- High, but age-appropriate, parental expectations
- Stimulating learning environment
- Safe environment
- Health/physical/emotional well-being
- Community support for family
- Social skills
- Achievement motivation
- Positive self-concept
- Sense of trust
- Continuity of care, especially in the first three years
- Well trained care providers with low group size and low child/adult ratio

Factors related to this goal which tend to increase a child's risk level:

- Family stress, conflict or violence
- Parents unprepared for parenting
- Physiological impairment
- Inappropriate stimulation or developmental activities
- Poverty
- Lack of basic needs
- Housing instability and homelessness
- Inadequate nutrition
- Socially isolated parents
- Difficult temperament
- Inadequate prenatal care
- Prenatal exposure to alcohol, tobacco or other drugs
- Low birthweight
- Exposure to environmental toxins
- Substandard child care
- Parental substance abuse
- Child lags in developmental, sensory, cognitive, and emotional skills for age.
- Exposure to physical, sexual or emotional abuse and neglect

Goal 1: Research Foundation/Resources

CHILDREN ENTERING SCHOOL READY TO SUCCEED

- Ernest Boyer, *Ready to Learn: A Mandate for the Nation*, (New Jersey: Carnegie Foundation for the Advancement of Teaching, 1991).
- Carnegie Task Force on Meeting the Needs of Young Children, *Starting Points: Meeting the Needs of Our Youngest Children*, (New York: Carnegie Corporation, 1994).
- Children's Care Team, *A Positive Future for Oregon's Children and Families*, Oregon Legislative Assembly, January 1993.
- *Forging the Link*, "Essential Elements" draft document
- Hawaii Risk Indicator Screen, Healthy Start Program
- Aphra Katzev, et. al., *Developing an Evaluation Methodology for Multnomah County Parent Child Development Services and Parents as Teachers Programs*, (Corvallis, Family Policy Program, Oregon State University, 1995).
- Multnomah County Children and Youth Services Commission, *Multnomah County Great Start Plan*, 1990.
- Personal communication, Sharon McCluskey, Portland Community College
- Personal communication, Mary Mertz, Portland Public Schools
- Clara Pratt, et. al., *Interim Indicators and Program Directions for Selected Family and Child Benchmarks*, (Corvallis: Family Study Center, Oregon State University, 1995).
- Emmy Werner, "How children become resilient: observations and cautions," *Resiliency In Action*, Winter 1996.
- Zero to Three/National Center for Clinical Infant Programs, *Heart Start: The Emotional Foundations of School Readiness*,
- Anita M. Zervigon-Hakes, "Translating research findings into large-scale public programs and policy," *The Future of Children*, Vol. 5 No. 3, Winter 1995.

Goal 1: Strategies

CHILDREN ENTERING SCHOOL READY TO SUCCEED

OUTCOME 1.1

Infants and young children experience a healthy start in life.

STRATEGIES FOR OUTCOME 1.1

- (1.1.1) Support efforts, specific to both genders, to provide preconceptual planning and assistance in delaying pregnancy until familial and community supports are ready.
- (1.1.2) Support efforts to increase the number of children born healthy, by assuring access to culturally appropriate prenatal care and supports.
- (1.1.3) Assure coordinated, universal physical, emotional and developmental assessments for all children from birth to five years, and provide their parents, grandparents, or other extended family members with culturally sensitive, and developmentally and gender appropriate referrals as needed, based on assessment results.
- (1.1.4) Assure that the mother of every newborn child gets a visit at point of birth to connect them with community supports and services, and has the opportunity for follow-up visits.
- (1.1.5) Assure that all children receive adequate nutrition starting at birth.
- (1.1.6) Assure that every child has complete immunizations and well baby check-ups.

Goal 1: Strategies

CHILDREN ENTERING SCHOOL READY TO SUCCEED

OUTCOME 1.2

Neighborhoods, communities and their institutions are concerned with the early growth, development and cultural dynamics of young children and demonstrate that concern in ways that provide substantive support.

STRATEGIES FOR OUTCOME 1.2

- (1.2.1) Develop a variety of environments where all children can experience the full range of enrichment in a safe and interactive context, rich with sounds, sights and language, and which provides developmentally appropriate opportunities for play and cultural development, building on each child's strengths and interests regardless of gender, culture or ethnicity.
- (1.2.2) Increase the number of children attending high quality early childhood care and education programs and preschools that can meet the individualized needs of the children, with special attention to families with economic barriers; and assure all eligible children have access to Headstart.
- (1.2.3) Increase the number of employers that advance the healthy growth and development of young children through their family-friendly policies and practices, and assure that their contributions to the well-being of children and families are well known and accessible.
- (1.2.4) Support efforts to prevent exposure to environmental hazards in children.

Goal 1: Strategies

CHILDREN ENTERING SCHOOL READY TO SUCCEED

OUTCOME 1.3

Parents, grandparents, or other extended family members experience the joys of parenting, are committed to the healthy growth and development of their children from the earliest possible opportunity, and have the skills, motivation, and material supports they need.

STRATEGIES FOR OUTCOME 1.3

- (1.3.1) Assure a neighborhood-based system of parent support, providing parents, grandparents, or other extended family members the opportunity to learn about child development and parenting techniques; allowing them the chance to interact with other parents who are experiencing the same joys and challenges
- (1.3.2) Assure a neighborhood-based system of parent support, assisting them in meeting basic needs, and providing access to workforce development and childcare.
- (1.3.3) Assure that neighborhood based support systems integrate natural helpers and peer support with professional support services for families with emerging problems.
- (1.3.4) Assure the availability of culturally appropriate respite care resources for parents, grandparents, or other extended family members who are under stress or who are at risk of abusing their children, regardless of economic status.
- (1.3.5) Increase opportunities for intergenerational connections, and promote the resource we have in grandparents and other elders.

Goal 2: Overview

SAFE FAMILIES LIVING IN SAFE COMMUNITIES

- *Benchmark: Monitor reported number of children abused/neglected per 1,000 children under the age of 18.*
- *Benchmark: Monitor reported incidents of spouses/domestic partners abused per 1,000 people.*
- *Benchmark: Reduce number of arrests of youth under 18 for crimes against people..*
- *Benchmark: Monitor number of bias crimes against people/property motivated by prejudice.*

We commit to reversing the trend of an increasingly violent society, where some children are exposed to violence in the home before they are old enough to know any other way. We will engage the entire community in actions ensuring that children, youth and their families are safe and secure. We further commit ourselves to the belief that personal safety is more than a desired outcome — it is a basic need and a basic right, and a necessary condition for healthy growth and development, and for a prosperous society. We understand that safety involves creating peace, and reducing violence in all its forms: physical violence; emotional violence; sexual and dating violence; self-directed violence; and hate, bias and prejudice.

Factors related to this goal which tend to build a child's resiliency:

- Parent-child bonding
- Communication/assertiveness skills
- Parent knowledge of child development
- Family, peer and community social support
- Social norm of zero tolerance of violence
- Parent sets age-appropriate standards for child's behavior
- Family management skills
- Child with social skills
- Child's achievement motivation
- Ability to develop long-range goals
- Responsible, caring peer group
- Parent spending quality time with child
- Child's attachment to family, school and community

Factors related to this goal which tend to increase a child's risk level:

- Family stress; financial problems
- Family conflict
- Family social isolation
- Premature/ adolescent parenting
- Parent's substance abuse
- Parent's history of criminality
- Unrealistic parental expectations
- Harsh and inconsistent punishment
- Child history of, or exposure to physical, sexual or emotional abuse, neglect or violence at home or in media
- Community norms favorable to violence
- Neighborhood instability
- Early antisocial behavior
- Parental rejection of the child
- Discrimination against people perceived as being "different"
- Personal, systemic, or institutional discrimination
- Children with behavioral, physical or developmental disability
- Deviant peer group
- Gun in the home
- Early school failure

Goal 2: Research Foundation/Resources

SAFE FAMILIES LIVING IN SAFE COMMUNITIES

- Peter Benson, *The Troubled Journey: A Portrait of 6th-12th Grade Youth*, (Minneapolis: Search Institute, 1993).
- Children's Care Team, *A Positive Future for Oregon's Children and Families*, Oregon Legislative Assembly, January 1993.
- Bonnie Benard, *Fostering Resiliency in Kids: Protective Factors in the Family, School and Community*, (Portland: Northwest Regional Educational Laboratory, 1991).
- Developmental Research and Programs, Inc., *Risk and Protective Factor-Focused Prevention Using the Social Development Strategy*, Seattle, 1993.
- Felton J. Earls, "Violence and today's youth," *The Future of Children*, Vol. 4 No. 3, Winter 1994.
- Peter Greenwood et. al., *Diverting Children from a Life of Crime: Measuring Costs and Benefits*, (Santa Monica: Rand Corporation, 1996).
- Karol L. Kumpfer, *Family Strengthening in Preventing Delinquency: A Literature Review*, (Washington, DC: Office of Juvenile Justice and Delinquency Prevention, 1994).
- Office of Alcohol and Drug Abuse Programs, *Oregon Together!*, Salem, 1994.
- Clara Pratt, et. al., *Interim Indicators and Program Directions for Selected Family and Child Benchmarks*, (Corvallis: Family Study Center, Oregon State University, 1995).
- *Violence Prevention Resource Manual*, Oregon Health Division and Multnomah County Health Department, 1996
- Emmy Werner, "How children become resilient: observations and cautions," *Resiliency In Action*, Winter 1996.

Goal 2: Strategies

SAFE FAMILIES LIVING IN SAFE COMMUNITIES

OUTCOME 2.1

Families and communities nurture and protect their children and teach them the values and skills needed to grow and develop free from harm.

STRATEGIES FOR OUTCOME 2.1

- (2.1.1) Support efforts to build a parenting support system where parents, grandparents, or other extended family members can find help and encouragement to be nonviolent role models, and learn to provide consistent and developmentally appropriate discipline.
- (2.1.2) Support preschool programs, early grade tutoring, and education reform to promote early-grade school success.
- (2.1.3) Support social learning programs for children, parents, grandparents, or other extended family members, and for teachers and other caregivers, to teach children social skills for avoiding violence, ways to view television critically, and non-violent means for expressing anger and meet other needs; and help each other to access and develop alternatives to the violent elements present in a child's everyday life.
- (2.1.4) Conduct widespread community conversation and education on "what is child abuse and neglect?" and advocate for a community-wide understanding of what we each can do to create safety for children.
- (2.1.5) Provide supports to parents, grandparents, or other extended family members who are living in economic distress and/or under high stress, including basic needs, child care, adequate housing, and social and respite opportunities.

Goal 2: Strategies

SAFE FAMILIES LIVING IN SAFE COMMUNITIES

OUTCOME 2.2

Families and communities provide the opportunity for the development of close personal relationships which are based on mutual respect and which validate each individual's sense of self.

STRATEGIES FOR OUTCOME 2.2

- (2.2.1) Involve young men and adult males and others in identifying ways that they believe will insure that fathers maintain positive emotional and financial connections with their children.
- (2.2.2) Involve trustworthy, respected adult male role models in efforts to assist younger men in establishing values and behaviors that lead to healthy relationships and communities.
- (2.2.3) Establish a norm of zero tolerance for violence in the home, including child abuse, partner abuse and elder abuse, for families of all forms, and conduct a public awareness campaign on this theme.
- (2.2.4) Support community-based, in-school programming teaching children how they can safely respond to inappropriate touching or domestic violence.
- (2.2.5) Support efforts which provide community/family/peer mediation.
- (2.2.6) *(previously presented as 1.3.5)* Increase opportunities for intergenerational connections, and promote the resource we have in grandparents and other elders.

Goal 2: Strategies

SAFE FAMILIES LIVING IN SAFE COMMUNITIES

OUTCOME 2.3

Young people have and see a clear hope for their future and create a law abiding lifestyle for themselves and their peers.

STRATEGIES FOR OUTCOME 2.3

- (2.3.1) Continue and build on the collaborative relationship between the Multnomah Commission on Children and Families and the Multnomah Public Safety Coordinating Council, in planning for a reduction in juvenile delinquency through primary prevention and secondary prevention, including the development and application of graduated sanctions.
- (2.3.2) Decrease juvenile access to and demand for firearms.
- (2.3.3) Develop community-wide enthusiasm for the principles and practice of positive youth development, and support efforts by which young people are recognized by their peers and their community for their contributions to peacemaking.
- (2.3.4) Support efforts to reduce discrimination, prejudice and bias, by increasing youth participation in arts and cultural activities which enhance their appreciation of their own cultural and ethnic heritage and those of others.
- (2.3.5) Assure young people school-to-work opportunities, preparing them through job training and development, college incentives, and other resiliency-based approaches.
- (2.3.6) Support high school efforts preparing students for grade 13, a concept meaning whatever is the next step in a young person's continuing, life-long learning process.
- (2.3.7) Support efforts for youth leadership development to assist youth in taking active roles in advocacy and education around changing the conditions that affect youth and their families.
- (2.3.8) Assure that young people who have been chronically acting out, been chronically neglected, or have emotional or mental health challenges, and their families, have access to culturally specific and gender appropriate supports relevant to their needs, in schools and in the community.

Goal 3: Overview

CHILDREN AND YOUTH SUCCEEDING IN THEIR EDUCATION

- *Benchmark: Increase the high school completion rate.*

We commit ourselves to the tasks involved in ensuring that children and youth, at every grade level, have the individual, familial and community supports they need to succeed in their education. Furthermore, we consider success to be a comprehensive state of a child's being, characterized not only by academic accomplishment, but also by a sense of safety and belonging, the capacity to give and receive respect, feelings of accomplishment, a developing set of social skills, a sense of personal power, and the ability to find meaning in personal endeavors.

Factors related to this goal which tend to build a child's resiliency:

- Supportive, caring school climate
- Parental involvement in schooling
- Student involvement in extra-curricular activities
- Student achievement motivation
- Student time at home with family
- Student sense of self-efficacy
- Student hope for future; aspirations for higher education
- High parental standards for youth's behavior
- Student values helping others
- Student has continuing relationship with trustworthy, caring adult
- Student attachment to school climate
- Student problem-solving skills

Factors related to this goal which tend to increase a child's risk level:

- Student with high level of individual, family stress
- Student social isolation
- Family mobility
- Poverty
- Low academic achievement
- Poor school attendance/truancy
- Student disciplinary problems
- Student pregnancy or parenting
- Student physically, sexually, emotionally abused or neglected
- Parental substance abuse
- Student substance abuse
- Student unsupervised at home and in the community
- Parent who did not complete high school
- Discrimination against students perceived as being "different"
- Unsafe school environment
- Youth homelessness

Goal 3: Research Foundation/Resources

CHILDREN AND YOUTH SUCCEEDING IN THEIR EDUCATION

- Bonnie Benard, *Fostering Resiliency in Kids: Protective Factors in the Family, School and Community*, (Portland: Northwest Regional Educational Laboratory, 1991).
- Peter Benson, *The Troubled Journey: A Portrait of 6th-12th Grade Youth*, (Minneapolis: Search Institute, 1993).
- Developmental Research and Programs, Inc., *Risk and Protective Factor-Focused Prevention Using the Social Development Strategy*, Seattle, 1993.
- McManus et. al., *Oregon's Sexual Minority Youth: An At-risk Population*, Task Force on Sexual Minority Youth.
- Multnomah Commission on Children and Families, "School Completion," *Research in Brief*, Issue 1, 1996.
- Clara Pratt, et. al., *Interim Indicators and Program Directions for Selected Family and Child Benchmarks*, (Corvallis: Family Study Center, Oregon State University, 1995).
- Emmy Werner, "How children become resilient: observations and cautions," *Resiliency In Action*, Winter 1996.

Goal 3: Strategies

CHILDREN AND YOUTH SUCCEEDING IN THEIR EDUCATION

OUTCOME 3.1

Young people are involved in a variety of intergenerational activities held after regular school hours, whether in the school or in the community, which support their social and cultural growth and are safe and supervised.

STRATEGIES FOR OUTCOME 3.1

- (3.1.1) Increase youth participation in supervised after-school community service activities which advance positive outcomes for children and families, and which build children's sense of being valuable members of a diverse community.
- (3.1.2) Increase the number of qualified adult residents who volunteer to lead young people in after-school, skill-building activities at middle or high schools, or at other safe and accessible community locations.
- (3.1.3) Increase youth participation in area recreational activities scheduled during after school hours, including participation in arts and cultural activities.
- (3.1.4) Increase youth participation in skill-building, intergenerational activities that involve helping the elderly.

Goal 3: Strategies

CHILDREN AND YOUTH SUCCEEDING IN THEIR EDUCATION

OUTCOME 3.2

Young people and their families are committed to their own educational success and regular school attendance.

STRATEGIES FOR OUTCOME 3.2

- (3.2.1) Assure that young people who have reduced their school attendance are encouraged to return to regular attendance, and supported in their efforts to establish and maintain regular attendance and, when needed, provide child care, support systems and groups, and alternative school settings based on individualized learning that builds on students' strengths and interests.
- (3.2.2) Increase parents, grandparents, or other extended family members involvement in their children's education, and assure that parents, students and schools see themselves as active partners in education.
- (3.2.3) Increase youth involvement in apprenticeships, internships, and other skill-building opportunities including the applied creative arts; expose young people to the world of work and to the possibilities for continuing their education; and promote individual accomplishment and a sense of hope for the future.
- (3.2.4) Support efforts to link young people, one-on-one, with trustworthy and culturally appropriate adult and peer mentors who are committed to an on-going, mutually beneficial relationship.
- (3.2.5) *(previously presented as 2.3.6)* Support high school efforts preparing students for grade 13, a concept meaning whatever is the next step in a young person's continuing, life-long learning process.

Goal 3: Strategies

CHILDREN AND YOUTH SUCCEEDING IN THEIR EDUCATION

OUTCOME 3.3

Young people experiencing individual or family problems which could or do interfere with their educational success have ready access to services and supports which are culturally, developmentally and gender appropriate, and which are available to people of all income levels.

STRATEGIES FOR OUTCOME 3.3

- (3.3.1) Assure that young people and their families can readily access resource and referral services through school or community sited contact points.
- (3.3.2) *(previously presented as 2.3.8)* Assure that young people who have been chronically acting out, been chronically neglected, or have emotional or mental health challenges, and their families, have access to culturally specific and gender appropriate supports relevant to their needs, in schools and in the community.
- (3.3.3) Assure that parents, grandparents, or other extended family members who are experiencing challenges supporting their children's educational success have the opportunity to connect with others in similar situations for mutual support and encouragement.
- (3.3.4) Assure the availability of supports for families having difficulty meeting basic needs, to allow the adults to focus on child rearing, and to allow the young people to focus on their education.

Goal 4: Overview

DIRECT LINKAGES BETWEEN PLANNING & IMPLEMENTATION

We commit ourselves to supporting and building upon the successful work of local both neighborhood and cultural community-based planning efforts seeking positive outcomes for children and families. We further commit to serve as partners in the implementation of the most promising, locally determined activities. We will contribute time, effort, expertise, money and passion, in pursuit of an integrated, culturally competent, locally directed, and results oriented system of care and supports throughout Multnomah County.

We recognize that certain communities have historically lacked access to planning. We are committed to making the extra effort to ensure that our planning emphasizes consumer participation, since they are the people who can best represent their own needs and solutions.

The presence of several active and established Caring Communities countywide, and models of local planning and decision making in neighboring Oregon counties show us some of the possibilities. There is growing support from local and statewide elected officials for many decisions to be made at the local level, and schools and county government are expanding collaboration through outcome alignment.

Characteristics of an outcome oriented, wellness based, community-driven system of supports:

- Children and families considered to have multiple, valuable strengths
- Single point of access at natural locations
- Knowledge of other systems
- Follow up with individual, family, schools and other community institutions
- Stable, flexible funding based on mutually agreed upon outcomes
- Intake data taken only once
- Support for people's self-sufficiency
- Supports at earliest possible opportunity
- Families fully involved in making the decisions that concern their lives
- Support for individualized, family-focused, holistic approaches
- Respect for individual and family culture

Characteristics of a task oriented, fragmented, program centered system of health and social services:

- Children and families with multiple problems, served by several agencies
- Accessibility problems, with physical, cultural or language barriers
- Specialized case management with lack of knowledge of other systems
- Limited case follow-up
- Focus on service completion rather than transitioning family into self-sufficiency
- Centrally determined, inflexible policies and categorical funding
- Inadequate confidentiality
- Crisis oriented system response
- Territorial attitudes limiting collaboration
- Services focus on individuals rather than family and community systems
- Lack of stable funding and priorities
- Competition driven funding allocations

Goal 4: Research Foundation/Resources

DIRECT LINKAGES BETWEEN PLANNING & IMPLEMENTATION

- A Positive Future for Oregon's Children, a report of the Children's Care Team, Oregon Legislative Assembly, House Committee on Children and Families, Representative John Meek, Chair
- The Future of Children: School Linked Services, Center for the Future of Children, Davis and Lucille Packard Foundation
- What Works: Hopeful Strategies for Portland's Children, J. Duncan Campbell, Orin Bolstad, The Campbell Institute for Children

Goal 4: Strategies

DIRECT LINKAGES BETWEEN PLANNING & IMPLEMENTATION

OUTCOME 4.1

Diverse local participation in an efficient, effective, technically sound, community-based decision making and action taking process, emphasizing the participation of consumers of services, and mobilizing the full range of local resources in support of this strategic plan for positive outcomes for children and families.

STRATEGIES FOR OUTCOME 4.1

- (4.1.1) Support the ability of local, community-based, self organizing groups to identify and implement effective and cost efficient activities that will advance the positive outcomes for children and families identified in this strategic plan, through technical assistance and other supports.
- (4.1.2) Provide flexible funds through capacity building grants that local, community-based, self organizing groups could apply for, based on well defined outcomes, to support the likelihood of successful implementation of the strategies in this plan.
- (4.1.3) Support efforts to reduce the isolation of parents, grandparents, or other extended family members , and increase youth development activities to allow more community members access to the process where decisions affecting their lives will be made.
- (4.1.4) Support leadership development to help parents, grandparents, or other extended family members community advocates and create institutional change to meet the needs of their children and their community.

Goal 4: Strategies

A DIRECT LINK BETWEEN PLANNING AND IMPLEMENTATION

OUTCOME 4.2

Collaborations among community-based organizations, schools and other local, state and federal agencies, funders, business interests, and others facilitate the implementation of strategies in this plan for wellness-based community supports for children and families.

STRATEGIES FOR OUTCOME 4.2

- (4.2.1) Support current efforts to expand linkages between schools and health and social services and other supports for children and families.
- (4.2.2) Develop a collaborative relationship between the Multnomah Commission on Children and Families and members of the faith communities, and identify ways that this partnership can advance the positive outcomes for children and families identified in this strategic plan.
- (4.2.3) Develop a collaborative relationship between the staff and members of the Multnomah Commission on Children and Families and the Multnomah County Community Action Commission in planning for a reduction in child poverty.
- (4.2.4) Establish a cooperative relationship between the Multnomah Commission on Children and Families and providers of services to children and families, to support system stability during the implementation of the commission's new funding policy which might eventually result in some currently funded services no longer being supported with commission funds.
- (4.2.5) Establish a Funders Roundtable with the purpose of bringing together Multnomah County's major investors in children and families for designing ways to support each others' coordinated efforts at advancing the goals and strategies identified in this strategic plan.

Goal 4: Strategies

A DIRECT LINK BETWEEN PLANNING AND IMPLEMENTATION

OUTCOME 4.3

All children and all families are the subject of our concern, and our efforts are tailored to the specific needs and interests of the many special populations in our diverse community, based on both data and values.

STRATEGIES FOR OUTCOME 4.3

- (4.3.1) Establish a process within the Multnomah Commission on Children and Families whereby the population-specific feedback that has been given during the community review of this plan's draft gets considered and incorporated into the commission's workplan; and assure that the conclusions drawn during this process are integrated into the next steps of this plan's development.

- (4.3.2) Conduct local area research into the presence of risk and resiliency factors; and provide the findings of this research to local planning and action teams to inform their further work.