

ANNOTATED MINUTES

***Tuesday, March 7, 1995 - 9:00 AM to Noon
Mead Building, 7th Floor Training Room
421 SW 5th, Portland***

WORK SESSION

***WS-1 Presentation and Discussion of the Strategic Space Plan and Real Estate Update.
Presented by Betsy Williams, Wayne George, Jim Emerson, Mike Oswald and
the Facilities Client Committee.***

***BETSY WILLIAMS, JIM EMERSON WITH DON
EGGLESTON, NATASHA KOIV AND KAREN MOORE,
PLANNING ANALYSTS FROM SERA ARCHITECTS, P.C.
PRESENTED AND DISCUSSED THE STRATEGIC
SPACE PLAN DEVELOPED BY A STUDY CONDUCTED
TO ESTABLISH A LONG-TERM PLAN FOR MEETING
THE COUNTY'S SPACE NEEDS AS REQUESTED BY
THE BOARD OF COUNTY COMMISSIONERS.***

***Thursday, March 9, 1995 - 9:30 AM
Multnomah County Courthouse, Room 602
1021 SW Fourth, Portland***

REGULAR MEETING

***Chair Beverly Stein convened the meeting at 9:30 a.m., with Vice-Chair Sharron
Kelley, Commissioners Gary Hansen, Tanya Collier and Dan Saltzman present.***

CONSENT CALENDAR

***UPON MOTION OF COMMISSIONER SALTZMAN,
SECONDED BY COMMISSIONER KELLEY, IT WAS
UNANIMOUSLY APPROVED TO CONTINUE ITEM C-3
UNTIL THURSDAY, MARCH 16, 1995.***

***UPON MOTION OF COMMISSIONER HANSEN,
SECONDED BY COMMISSIONER KELLEY, THE
CONSENT CALENDAR (ITEMS C-1 AND C-2) WAS
UNANIMOUSLY APPROVED.***

COMMUNITY AND FAMILY SERVICES DIVISION

***C-1 Ratification of an Intergovernmental Revenue Agreement, Contract #104145,
between Multnomah County Community and Family Services Division's Child and***

Adolescent Mental Health Program (CAMHP) and the Portland Public School District (PPS) Regarding the Delivery of Mental Health Services by CAMHP Medicaid Agencies in PPS Sites, for the Period July 1, 1994 through June 30, 1995

DEPARTMENT OF HEALTH

- C-2 *Ratification of an Intergovernmental Revenue Agreement, Contract #201795, between Clackamas County Health Department and Multnomah County Department of Health to Provide Triage Services for Clackamas County Health Department Clients, for the Period March 1, 1995 through June 30, 1995*
- C-3 *Ratification of an Intergovernmental Revenue Agreement, Contract #201765, between Oregon Department of Human Resources, Children's Services Division and Multnomah County Health Department to Provide Services of a Public Health Nurse to Develop and Implement a Program to the Intervention and Treatment Services Provided to Abused and Neglected Children in Substance Abusing Families, for the Period of October 1, 1994 through June 30, 1995*

(CONTINUED UNTIL THURSDAY, MARCH 16, 1995)

REGULAR AGENDA

PUBLIC COMMENT

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

NO PUBLIC TESTIMONY RECEIVED.

NON-DEPARTMENTAL

- R-2 *RESOLUTION in the Matter of Improving Safety in the Department of Community Corrections*

COMMISSIONER KELLEY MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF R-2. COMMISSIONER COLLIER MOVED AND COMMISSIONER SALTZMAN SECONDED, CONSIDERATION OF A REPLACEMENT RESOLUTION. BILL FARVER PRESENTED EXPLANATION OF CHAIR STEIN'S PROPOSED RESOLUTION. COMMISSIONER COLLIER PRESENTED EXPLANATION OF HER PROPOSED REPLACEMENT RESOLUTION TO ENABLE PUBLIC TESTIMONY ON BOTH RESOLUTIONS. PAUL FRANK, DUANE COLE, SHADMAN AFZAL, JANET HENDRY, CHIEF DEPUTY ROD ENGLERT, DAVE

PAUL, NIKKI FINLEY, JEFF SNYDER, JOE DEVLAEMINCK, TRACY DIGIACOMO, SY KORNBRODT, MAGGIE MILLER, KEN BABICK, ALLAN HOVDE, ED GURGURICH, GREG COLLARD, MIKE LEONARD, MEL HEDGPETH, ALAN BORUCK, PAULA OATLEY AND JAMES GERHARDT PRESENTED TESTIMONY EXPRESSING CONCERN WITH THE PROPOSED RESOLUTION AND RESPONSE TO BOARD QUESTIONS. DAN PINKENY AND TAMARA HOLDEN PROVIDED CLARIFICATION IN RESPONSE TO TESTIMONY AND RESPONSE TO BOARD QUESTIONS. BOARD DISCUSSION AND COMMENTS.

COMMISSIONER COLLIER MOVED AND COMMISSIONER SALTZMAN SECONDED, AMENDMENT TO REPLACEMENT RESOLUTION TO CHANGE FROM "MANDATORY ARMING" TO "OPTIONAL ARMING". BOARD DISCUSSION AND COMMENTS. MOTION TO AMEND REPLACEMENT RESOLUTION WITHDRAWN BY COMMISSIONER COLLIER. REPLACEMENT RESOLUTION FAILS WITH COMMISSIONERS COLLIER AND SALTZMAN VOTING AYE, AND COMMISSIONERS KELLEY, HANSEN AND STEIN VOTING NO.

BOARD CONSENSUS TO AMEND DATES ON PAGES 1 AND 2 TO READ:

(PAGE 1, LAST ¶)

"THE PLAN SHOULD BE COMPLETED FOLLOWING REVIEW OF THE RECOMMENDATIONS BY THE MANAGEMENT SUPPORT SERVICE STAFF ON ISSUES RELATED TO LABOR RELATIONS, LEGAL LIABILITY, RISK MANAGEMENT, AND BUDGET, BUT SHOULD BE COMPLETED AND RESENTED TO THE BOARD ON AUGUST 1, 1995, IN A BRIEFING."

(PAGE 2, END OF FIRST SECTION)

"- DEVELOPING AN ASSESSMENT TOOL... THE DECISION ABOUT ARMING THIS SPECIALIZED UNIT WILL BE MADE ON OCTOBER 5, 1995." and
"THESE ELEMENTS IN THE PLAN WILL BE IMPLEMENTED NO LATER THAN JANUARY 1, 1996."

UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER COLLIER, IT WAS UNANIMOUSLY APPROVED TO AMEND PAGE 2, LAST SECTION TO READ:

(PAGE 2, END OF
LAST SECTION

"THE IMPLEMENTATION PLAN SHALL DESCRIBE THE HOWEVER, PRIOR TO VOTING WHETHER TO IMPLEMENT THE ARMING PROPOSAL MADE BY THE TASK FORCE, THE BOARD OF COUNTY COMMISSIONERS SHALL EVALUATE THE COST, NATURE OF THE POPULATION SERVED, THE FUNCTIONS OF STAFF, AND IMPACT AND EFFECTIVENESS OF THE SAFETY MEASURES ALREADY TAKEN. THIS BOARD OF COUNTY COMMISSION VOTE REGARDING ARMING WILL BE ON OR ABOUT JANUARY 1, 1997."

COMMISSIONER COLLIER EXPLAINED WHY VOTING FOR PROPOSED RESOLUTION.

RESOLUTION 95-44 WAS UNANIMOUSLY APPROVED, AS AMENDED.

- R-3** *PROCLAMATION in the Matter of Designating the Month of March, 1995 as Developmental Disability Month*

COMMISSIONER SALTZMAN MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF R-3. COMMISSIONER SALTZMAN PRESENTED EXPLANATION AND VICKI SCHMEAD READ THE PROCLAMATION FOR THE RECORD. PROCLAMATION 95-45 WAS UNANIMOUSLY APPROVED.

- R-4** *In the Matter of the Presentation of the Department of Environmental Services Annual Environmental Award*

BETSY WILLIAMS PRESENTED THE DEPARTMENT OF ENVIRONMENTAL SERVICES ENVIRONMENTAL AWARD TO PATRICK JONES. THE BOARD ACKNOWLEDGED THE PRESENTATION OF THE AWARD AND THANKED PATRICK JONES FOR HIS SERVICES TO MULTNOMAH COUNTY.

- R-5** *Board Review of the Gleanings Foundation Application Requesting a Property Tax Exemption for Property Located within Multnomah County, and Consideration of an ORDER of Determination in the Matter of Approving or Disapproving the Gleanings Foundation Application and Establishing Finding for the Determination Pursuant to ORS 307.115(4)(c)*

**BOARD CONSENSUS TO POSTPONE ITEM R-5
INDEFINITELY.**

DEPARTMENT OF ENVIRONMENTAL SERVICES

- R-6** *Second Reading and Possible Adoption of an ORDINANCE Amending the Multnomah County Comprehensive Plan Map and Sectional Zoning Maps and Correcting Errors in Ordinance 745*

PROPOSED ORDINANCE READ BY TITLE ONLY. COPIES AVAILABLE. COMMISSIONER SALTZMAN MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF THE SECOND READING AND ADOPTION. NO ONE WISHED TO TESTIFY. ORDINANCE NO. 812 WAS UNANIMOUSLY APPROVED.

- R-7** *Ratification of the Transportation Initiatives Intergovernmental Agreement, Contract #301745, between Multnomah County and the City of Gresham, Providing for the Transfer of Approximately 70 Miles of County Roads to the City of Gresham; One Pick-Up Truck; Responsibilities for Transportation Planning, Development Review and Permit Issuance, and Stormwater Management Functions; and Funding in the Amount of \$400,000 Per Year Plus COLA Beginning July 1, 1995 (CONTINUED FROM MARCH 2, 1995)*

COMMISSIONER KELLEY MOVED AND COMMISSIONER COLLIER SECONDED, APPROVAL OF R-7. LARRY NICHOLAS PRESENTED EXPLANATION FOR ITEMS R-7, R-8, R-9 AND R-10 AND RESPONSE TO BOARD QUESTIONS. INITIATIVES AGREEMENT UNANIMOUSLY APPROVED.

- R-8** *Ratification of the Transportation Initiatives Intergovernmental Agreement, Contract #301755, between Multnomah County and the City of Troutdale, Providing for the Transfer of One Mile of County Roads to the City of Troutdale; Responsibilities for Transportation Planning, Development Review and Permit Issuance, and Stormwater Management Functions; and Funding in the Amount of \$5,600 Per Year Plus COLA Beginning July 1, 1995 (CONTINUED FROM MARCH 2, 1995)*

COMMISSIONER COLLIER MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF R-8. INITIATIVES AGREEMENT UNANIMOUSLY APPROVED.

- R-9** *Ratification of the Transportation Initiatives Intergovernmental Agreement, Contract #301765, between Multnomah County and the City of Fairview, Providing*

for the Transfer of Approximately 1.4 Miles of County Roads to the City of Fairview; Responsibilities for Transportation Planning, Development Review and Permit Issuance, and Stormwater Management Functions; and Funding in the Amount of \$7,950 Per Year Plus COLA Beginning July 1, 1995

COMMISSIONER COLLIER MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF R-9. INITIATIVES AGREEMENT UNANIMOUSLY APPROVED.

R-10 Ratification of the Transportation Initiatives Intergovernmental Agreement, Contract #301805, between Multnomah County and the City of Gresham, Wherein the City of Gresham Will Exempt Multnomah County for Stormwater Service Charges Within the Right of Way

COMMISSIONER KELLEY MOVED AND COMMISSIONER COLLIER SECONDED, APPROVAL OF R-10. INITIATIVES AGREEMENT UNANIMOUSLY APPROVED.

SHERIFF'S OFFICE

R-11 Supplemental Budget/Budget Modification MCSO #13 Requesting Authorization to Increase the Sheriff's Enforcement Division Budget \$10,191 to Pay for Boat Engines for a River Patrol Boat which will be Repaid through the Sale of a Surplus Boat

COMMISSIONER COLLIER MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF R-11. LARRY AAB PRESENTED EXPLANATION BUDGET MODIFICATION UNANIMOUSLY APPROVED.

DEPARTMENT OF HEALTH

R-12 Budget Modification MCHD #6 Requesting Authorization to Increase the School Based Clinic Program to Reflect the Receipt of the Healthy Schools/Healthy Communities Grant

COMMISSIONER KELLEY MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF R-12. COMMISSIONER HANSEN PRESENTED EXPLANATION AND RESPONSE TO BOARD QUESTIONS. BUDGET MODIFICATION UNANIMOUSLY APPROVED.

Thursday, March 9, 1995 - 10:30 AM
Multnomah County Courthouse, Room 602
1021 SW Fourth, Portland

EXECUTIVE SESSION

E-1 *The Multnomah County Board of Commissioners Will Meet in Executive Session Pursuant to ORS 192.660(1)(h) for Consultation with Counsel Concerning Legal Rights and Duties Regarding Litigation. Presented by Jerry Itkin.*

EXECUTIVE SESSION CANCELED.

There being no further business, the meeting was adjourned at 1:00 p.m.

OFFICE OF THE BOARD CLERK
for MULTNOMAH COUNTY, OREGON


Carrie A. Parkerson



MULTNOMAH COUNTY OREGON

OFFICE OF THE BOARD CLERK
SUITE 1510, PORTLAND BUILDING
1120 S.W. FIFTH AVENUE
PORTLAND, OREGON 97204

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
CLERK'S OFFICE •	248-3277 •	248-5222

AGENDA

MEETINGS OF THE MULTNOMAH COUNTY BOARD OF COMMISSIONERS

FOR THE WEEK OF

MARCH 6, 1995 - MARCH 10, 1995

Tuesday, March 7, 1995 - 9:00 AM - Work Session Page 2
MEAD BUILDING
7th Floor - Training Room
421 SW 5th Avenue

Thursday, March 9, 1995 - 9:30 AM - Regular Meeting Page 2

Thursday, March 9, 1995 - 10:30 AM - Executive Session Page 4
(OR IMMEDIATELY FOLLOWING REGULAR MEETING)

Thursday Meetings of the Multnomah County Board of Commissioners are taped and can be seen by Paragon Cable subscribers at the following times:

Thursday, 6:00 PM, Channel 30

Friday, 10:00 PM, Channel 30

Saturday, 12:30 PM, Channel 30

Sunday, 1:00 PM, Channel 30

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

Tuesday, March 7, 1995 - 9:00 AM to Noon

Mead Building, 7th Floor Training Room
421 SW 5th, Portland

WORK SESSION

- WS-1 *Presentation and Discussion of the Strategic Space Plan and Real Estate Update. Presented by Betsy Williams, Wayne George, Jim Emerson, Mike Oswald and the Facilities Client Committee.*
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Thursday, March 9, 1995 - 9:30 AM

Multnomah County Courthouse, Room 602
1021 SW Fourth, Portland

REGULAR MEETING

CONSENT CALENDAR

COMMUNITY AND FAMILY SERVICES DIVISION

- C-1 *Ratification of an Intergovernmental Revenue Agreement, Contract #104145, between Multnomah County Community and Family Services Division's Child and Adolescent Mental Health Program (CAMHP) and the Portland Public School District (PPS) Regarding the Delivery of Mental Health Services by CAMHP Medicaid Agencies in PPS Sites, for the Period July 1, 1994 through June 30, 1995*

DEPARTMENT OF HEALTH

- C-2 *Ratification of an Intergovernmental Revenue Agreement, Contract #201795, between Clackamas County Health Department and Multnomah County Department of Health to Provide Triage Services for Clackamas County Health Department Clients, for the Period March 1, 1995 through June 30, 1995*

- Continue
1 wk
WSS
JK*
- C-3 *Ratification of an Intergovernmental Revenue Agreement, Contract #201765, between Oregon Department of Human Resources, Children's Services Division and Multnomah County Health Department to Provide Services of a Public Health Nurse to Develop and Implement a Program to the Intervention and Treatment Services Provided to Abused and Neglected Children in Substance Abusing Families, for the Period of October 1, 1994 through June 30, 1995*

REGULAR AGENDA

PUBLIC COMMENT

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

NON-DEPARTMENTAL

App. as Amended
R-2* RESOLUTION in the Matter of Improving Safety in the Department of Community Corrections (20 MINUTES REQUESTED) 95-4344

App.
R-3 PROCLAMATION in the Matter of Designating the Month of March, 1995 as Developmental Disability Month 95-4345

~~DEPARTMENT OF ENVIRONMENTAL SERVICES~~

App.
R-4 In the Matter of the Presentation of the Department of Environmental Services Annual Environmental Award *Presentation made to Patrick Jones*

~~NON-DEPARTMENTAL~~

Same Indefinite
R-5 Board Review of the Gleanings Foundation Application Requesting a Property Tax Exemption for Property Located within Multnomah County, and Consideration of an ORDER of Determination in the Matter of Approving or Disapproving the Gleanings Foundation Application and Establishing Finding for the Determination Pursuant to ORS 307.115(4)(c) ~~XXXXXXXXXX~~

DEPARTMENT OF ENVIRONMENTAL SERVICES

App.
R-6 Second Reading and Possible Adoption of an ORDINANCE Amending the Multnomah County Comprehensive Plan Map and Sectional Zoning Maps and Correcting Errors in Ordinance 745 #812
full copies available @ back of the room

App.
R-7 Ratification of the Transportation Initiatives Intergovernmental Agreement, Contract #301745, between Multnomah County and the City of Gresham, Providing for the Transfer of Approximately 70 Miles of County Roads to the City of Gresham; One Pick-Up Truck; Responsibilities for Transportation Planning, Development Review and Permit Issuance, and Stormwater Management Functions; and Funding in the Amount of \$400,000 Per Year Plus COLA Beginning July 1, 1995 (CONTINUED FROM MARCH 2, 1995)

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R-9

Ratification of the Transportation Initiatives Intergovernmental Agreement, Contract #301765, between Multnomah County and the City of Fairview, Providing for the Transfer of Approximately 1.4 Miles of County Roads to the City of Fairview; Responsibilities for Transportation Planning, Development Review and Permit Issuance, and Stormwater Management Functions; and Funding in the Amount of \$7,950 Per Year Plus COLA Beginning July 1, 1995

R-10

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SHERIFF'S OFFICE

R-11

Supplemental Budget/Budget Modification MCSO #13 Requesting Authorization to Increase the Sheriff's Enforcement Division Budget \$10,191 to Pay for Boat Engines for a River Patrol Boat which will be Repaid through the Sale of a Surplus Boat

DEPARTMENT OF HEALTH

R-12

Budget Modification MCHD #6 Requesting Authorization to Increase the School Based Clinic Program to Reflect the Receipt of the Healthy Schools/Healthy Communities Grant

**Thursday, March 9, 1995 - 10:30 AM
(OR IMMEDIATELY FOLLOWING REGULAR MEETING)**

**Multnomah County Courthouse, Room 602
1021 SW Fourth, Portland**

EXECUTIVE SESSION

E-1

The Multnomah County Board of Commissioners Will Meet in Executive Session Pursuant to ORS 192.660(1)(h) for Consultation with Counsel Concerning Legal Rights and Duties Regarding Litigation. Presented by Jerry Itkin.

MEETING DATE: MAR 09 1995

AGENDA NO: C-1

(Above Space for Board Clerk's Use Only)

AGENDA PLACEMENT FORM

SUBJECT: Ratification of an Agreement with Portland Public Schools

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: 5 Minutes

REGULAR MEETING: Date Requested: _____

Amount of Time Needed: _____

DEPARTMENT: _____ DIVISION Community and Family Services

CONTACT: Carolynne Webber TELEPHONE #: 248-3691 x2583
BLDG/ROOM #: 161/200

PERSON(S) MAKING PRESENTATION: Lorenzo Poe/Susan Clark

ACTION REQUESTED:

☐ INFORMATION ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

Approval of the attached Intergovernmental Agreement between the Multnomah County Community and Family Services Division's Child and Adolescent Mental Health Program (CAMHP) and the Portland Public School District (PPS). This agreement outlines a working relationship between PPS and CAMHP regarding the delivery of mental health services by CAMHP Medicaid agencies in PPS school sites. No funds are involved.

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____
OR

DEPARTMENT MANAGER/DIVISION DIRECTOR: Lorenzo Poe

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Question: Call the Office of the Board Clerk 248-5222

(WPDOC)

6/93

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1995 FEB 28 AM 8:50

Originals sent to Carolynne Webber on 3-10-95.



MULTNOMAH COUNTY OREGON

COMMUNITY AND FAMILY SERVICES DIVISION
ADMINISTRATIVE OFFICES
421 S.W. FIFTH AVENUE, 2ND FLOOR
PORTLAND, OREGON 97204
(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

M E M O R A N D U M

TO: Board of County Commissioners
FROM: Lorenzo T. Poe, Jr., *Lorenzo Poe ms* Director
Community and Families Services Division
DATE: December 23, 1994
REQUESTED PLACEMENT DATE:
RE: Approval of an Agreement with Portland Public Schools

I. Action Requested:

Approval of an Intergovernmental Revenue Agreement with Portland Public Schools.

II. Background/Analysis:

The contract attached outlines a working relationship between Portland Public Schools and Child and Adolescent Mental Health Program regarding the delivery of mental health services by Child and Adolescent Mental Health Program Medicaid providers in Portland Public School District school sites. The agreement is for the 1994/95 fiscal year.

III. Financial Impact:

This agreement has no fiscal impact.

IV. Legal Issues: N/A

V. Controversial Issues: N/A

VI. Link to Current County Policies:

This agreement provides needed mental health services for eligible children in Multnomah County.

VII. Citizen Participation: N/A

VIII. Other Government Participation: N/A

MULTNOMAH COUNTY
CONTRACT APPROVAL FORM
 (See Administrative Procedures CON-1)

Contract # 104145

Amendment # _____

<p align="center">CLASS I</p> <p><input type="checkbox"/> Professional Services under \$25,000</p>	<p 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 align="center">CLASS III</p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement</p> <p><input type="checkbox"/> Intergovernmental Revenue</p> <p align="center">APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>C-1</u> DATE <u>3/9/95</u> <u>Carrie A. Parkerson</u> BOARD CLERK</p>
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Department: _____ Division: COMMUNITY & FAMILY SERVICES Date: DECEMBER 22, 1994

Contract Originator: _____ Phone: _____ Bldg/Room: _____

Administrative Contact: CAROLYNNE WEBBER Phone: 248-3691 X2583 Bldg/Room: 161/200

Description of Contract: An agreement outlining a working relationship between PPS and CAMHP regarding the delivery of mental health services by CAMHP Medicaid agencies. No funds are involved.

RFP/BID #: N/A IGA Date of RFP/BID: _____ Exemption Expiration Date: _____

ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ QRF

<p>Contractor Name: <u>PORTLAND PUBLIC SCHOOLS</u></p> <p>Mailing Address: <u>531 SE 14TH AVENUE</u> <u>PORTLAND OR 97214</u></p> <p>Phone: <u>503-280-5840 (FAX 280-6468)</u></p> <p>Employer ID# or SS#: <u>N/A</u></p> <p>Effective Date: <u>JULY 1, 1994</u></p> <p>Termination Date: <u>JUNE 30, 1995</u></p> <p>Original Contract Amount: \$ _____</p> <p>Total Amt of Previous Amendments: \$ _____</p> <p>Amount of Amendment: \$ _____</p> <p>Total Amount of Agreement: \$ <u>-0-</u></p>	<p>Remittance Address (if different) _____</p> <p>Payment Schedule</p> <p><input type="checkbox"/> Lump Sum \$ _____</p> <p><input type="checkbox"/> Monthly \$ _____</p> <p><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> <p>Terms</p> <p><input type="checkbox"/> Due on Receipt</p> <p><input type="checkbox"/> Net 30</p> <p><input type="checkbox"/> Other</p>
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REQUIRED SIGNATURES:

Department Manager: Lorenzo Poe MD Date: 1/4/95

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

County Counsel: Leticia Sant Date: 2/24/95

County Chair/Sheriff: Dwight Steinhilber Date: 3/9/95

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

VENDOR CODE				VENDOR NAME				TOTAL AMOUNT: \$			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPT	AMOUNT	INC DEC IND
01.	NO	FISCAL	IMPACT						REVENUE-	109,006	

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

INTERGOVERNMENTAL AGREEMENT

This AGREEMENT is made and entered into upon execution, by and between MULTNOMAH COUNTY, a home rule political subdivision of the State of Oregon and

Portland Public Schools
531 SE 14th Ave.
Portland, Or. 97214
attention: Carolyn Sheldon
503-280-5840

WITNESSETH:

WHEREAS, Portland Public Schools ("PPS") has students who are eligible for mental health services under Medicaid ("Students").

WHEREAS, COUNTY is the Local Mental Health Authority and COUNTY desires to facilitate the provision of Community Mental Health Medicaid Services, including, but not limited to, initial mental health assessments, comprehensive mental health assessments and treatment (collectively, "Services"), to students.

WHEREAS, COUNTY contracts with Agencies who are Medicaid Performing Providers for Services and Agencies desire to provide Services to Students.

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

1. Term

The term of this Agreement shall be from September 1, 1994 through June 30, 1995, unless sooner terminated under the provisions hereof.

1. Service Description

PPS has students who are eligible for mental health services under Medicaid ("Students"). COUNTY is the Local Mental Health Authority for Multnomah County. COUNTY wishes to facilitate the provision of Community Mental Health Medicaid Services, including but not limited to initial Mental Health Assessments, Comprehensive Mental Health Assessments, and Treatment (collectively, "Services"), to Students. Agency is a Medicaid Performing Provider under an agreement of affiliation with COUNTY and Agency wishes to provide Services to Students.

2. Definitions

All capitalized terms in this Agreement that are not defined herein, shall have the meanings given them in OAR Chapter 309, Division 16.

3. CONTRACTOR Responsibilities

- a. **Selection of Participating Schools.** PPS will inform all principals of all schools within the District of the availability of Services under this Agreement. Each principal will make an independent decision whether his or her school will be made available for the provision of Services under this Agreement.
- b. **Selection of Agency.** PPS shall distribute to each principal who has expressed an interest in making services available under this Agreement the information provided to PPS by COUNTY in accordance with Section 5.b below. From this information, each principal will select the agency or agencies most appropriate for the needs of the students at that school. The principal shall be responsible for contacting any agency of interest and scheduling an interview with a representative of the agency. Agency's responsibilities under this Agreement shall commence once Agency has been selected by a principal to provide services at a particular school.
- c. **Arrangements Between School Principal and Agency.** Each principal who has selected Agency as set forth in Section 3.b above will discuss with Agency representatives the terms on which space and other services will be made available to the Agency. Before Services are initiated, the principal and Agency shall set forth their mutual understandings in a written agreement that is signed by both using the form attached hereto as Exhibit A ("School Agreement"). The School Agreement may include any topics of mutual concern to the parties, but any provision that waives rights under or is inconsistent with the terms of this Agreement shall be null and void. When signed by the principal and the Agency, the School Agreement will automatically be incorporated into this Agreement, with the obligations of the individual school being considered the obligations of PPS. The principal shall provide a copy of the School Agreement to the PPS Region Director and Assistant Director of Student Services.
- d. **Amendments to the Agreement Between School Principal and Agency.** It is understood that either the principal or Agency may request an amendment to the School Agreement at any time. Any amendment to the School Agreement must be in writing and signed by the principal and Agency.

- e. **Disputes Between Principal and Agency; Termination of School Agreement.** If the principal and Agency re unable to agree on requested amendments or if either the principal or the Agency is dissatisfied with the performance of the other under the School Agreement, they shall follow the dispute resolution process set forth in Section 6.d below. If the dispute is not resolved to the satisfaction of either party, either the principal or Agency may terminate the School Agreement upon 30 days' prior written notice, and this Agreement will automatically be amended accordingly on the effective date of termination.
- f. **Identification of Students Who Will Receive Services and of the Needs of Such Students.** Before Services are initiated, the principal of each participating school will provide Agency a list of Medicaid eligible Students enrolled at the principal's school to be considered by Agency for the provision of Services. Subsequently, the principal will provide any updated lists received from the Department of Human Resources, Office of Medical Assistance Programs, or the names of any additional Students as they become known to the principal. PPS shall be responsible for obtaining consent to the exchange of information between PPS and Agency in the form attached hereto as Exhibit B. It is understood that PPS will not make available to Agency the names of any Students for whom such a consent cannot be obtained. As set forth in Section 4.d below, Agency will identify those students on the list for whom it will provide Services. To assist Agency in selection of Students to whom it will offer Services, the principal will provide Agency with records and information pertaining to the eligible Students in accordance with the student consent.
- g. **Ongoing Cooperation With Agency by Participating Schools.** School staff of each participating school will consult and cooperate with Agency staff on an ongoing basis to facilitate the provision of services to Students. Each principal shall designate a single mental health liaison with primary responsibility for communications and coordination with Agency staff at his or her school, e.g., a school counselor or child development specialist.
- h. **Identification of School Policies.** PPS Student Services will be responsible for providing copies of and explaining any district-wide policies with which Agency will be expected to comply when providing Services on school premises. The liaison for each school will be responsible for providing copies of and explaining all policies with which Agency will be expected to comply when providing Services at the individual school.

4. Agency Responsibilities

- a. **Licensure and Affiliation.** At all times during the term of this Agreement, Agency shall maintain status as a Medicaid Performing Provider, provide Services only through Qualified Mental Health Professionals, and maintain its agreement of affiliation with COUNTY.
- b. **Background Checks.** Before any employee of Agency is assigned to provide Services at any PPS school, the employee will complete a PPS Background Record Check form and receive approval from the PPS Personnel Department.
- c. **Standards of Performance.** Agency shall provide Services to Students in accordance with all applicable laws and regulations, and community standards of care, the affiliation agreement with COUNTY, any other requirements of COUNTY, the requirements of the professional societies of which Agency and any of its professional employees are members, and all policies that have been provided to Agency under Section 3.c above.
- d. **Selection of Students, Orientation, and Consent.** Using the list of eligible Students provided by each participating principal, Agency shall select Students for whom it will provide Services based on the priorities for services to children with mental or emotional disorders set forth in OAR 309-16-102 and on clinical criteria approved by COUNTY. Agency will obtain informed consent to provide Services to Students and be responsible for appropriate documentation of such consent. For minors younger than 14 years old, consent will be obtained from the parent or guardian. For minors 14 years old or older, consent will be obtained in accordance with OAR 109.675 et seq. Before Services are initiated, Agency will inform each Student and, if appropriate, the Student's parent(s) or Guardian, of (a) the Student's rights, as set forth in OAR 309-16-035, (b) the availability of the grievance procedure set forth in Section 6.d below, and (c) the fact that Agency is not an agent of or acting on behalf of PPS in providing Services to Students.
- e. **Initial Assessment and Treatment Plan.**
 - 1. **Preparation.** At the inception of Services to each Student under this Agreement, Agency will perform an initial assessment of the Student's mental health status and prepare an individualized plan. The content of the treatment plan will be determined by Agency based on the professional judgment of agency's Qualified Mental Health Professional employees in the context of the child's complete treatment needs.

2. Nonduplication. The parties acknowledge that PPS already provides both individual and group counseling services through its employees and agent. Such services are designed to address problems that impede students from participating optimally in the educational programs offered by PPS. In designing individual treatment plans for Students under this agreement, Agency will avoid duplicating the services already being provided by PPS. In addition, Agency will, to the extent consistent with the independent professional judgment of its Qualified Mental Health Professional, provide services that complement the services being provided by PPS.

- f. **Provision of Services.** Following the initial assessment, Agency will provide Services to Students through approved employees in accordance with the treatment plan for each Student. Agency shall ensure that each Student has received or does receive EPSDT screening from a licensed health care provider. Agency shall provide information and referral services to children and families in need of more intensive or specialized services than Agency can provide.
- g. **Consultation With PPS and Families.** Agency employees providing Services to Students will be required to consult with PPS staff and families or guardians on the Services being provided to individual Students as appropriate. Consultations with the participating school liaison will be regularly scheduled as deemed appropriate by the school liaison and Agency. In addition, Agency shall prepare and give to the participating school liaison at least quarterly reports of the progress of each Student receiving services. It is understood that this section shall not apply if the consent referred to in Section 3.f above is revoked.
- h. **Records and Data Collection.** Agency shall maintain records of Services provided to Students and shall maintain the confidentiality of such records in accordance with applicable law. In addition, Agency shall make available to COUNTY all information required by COUNTY to perform its duties required by law and under this Agreement consistent with ORS 179.505, including but not limited to providing data requested by COUNTY for preparation of its biennial plan and for monitoring the delivery of Services.
- i. **Notice of Absences.** Agency will be responsible for informing each participating school office or liaison as soon as possible when any of Agency's employees assigned to work in that school are sick or will otherwise be unable to provide Services during scheduled times.

- j. **Billing.** Agency shall have exclusive responsibility to bill for Services provided under this Agreement as provided in the affiliation agreement with COUNTY and applicable administrative rules.
- k. **Insurance.** At all times during the term of this Agreement, Agency shall maintain professional liability and comprehensive general liability insurance with limits of not less than \$1 million per occurrence and \$3 million in the aggregate. Agency shall provide PPS certificates of insurance, signed by representatives of the insurance company or companies providing coverage to Agency, evidencing such policies and stating that such coverage shall not be canceled or reduced without at least 30 days' prior written notice to the PPS Region Director and Assistant Director of Student Services. Following termination of this Agreement Agency shall either maintain claims-made coverage at all times, or shall purchase tail insurance coverage, in the amounts set forth above.

5. COUNTY Responsibilities

- a. **Administration of Agreement With Agency.** COUNTY shall be responsible to monitor Agency's compliance with the applicable affiliation agreement between COUNTY and Agency. Specifically, COUNTY shall ensure that Services provided by Agency to Students comply with requirements for Medicaid payment for Community Mental Health Services and with any special requirements of COUNTY.
- b. **Information About Agencies.** COUNTY shall provide PPS a short description of the services and staff of each agency with whom it has an affiliation agreement and that wishes to be eligible to provide Medicaid Services at PPS schools. The information provided shall be mutually acceptable to COUNTY and each agency.
- c. **Assistance With EPSDT Screening.** COUNTY shall assist parents, guardians, and Agency in the process of obtaining EPSDT screening from a licensed health care provider.
- d. **Liaison.** COUNTY Child and Adolescent Mental Health Program Manager shall designate an individual to serve as the liaison with PPS and Agency for purpose of communications and responsibilities of COUNTY under this Agreement.

6. Responsibilities of PPS, Agency and COUNTY

- a. **Development of Procedures and Policies.** PPS and COUNTY, with the input of Agency and other Medicaid Performing Providers providing Services to Students, shall develop common policies and procedures to facilitate and enhance the provision of Services to Students.
- b. **Evaluation of Agency.** At least twice a year PPS, Agency, and COUNTY will conduct an evaluation of the provision of Services to Students under this Agreement, the conduct of the parties under this Agreement, and the procedures and policies of the parties developed under Section 6.a above.
- c. **Confidentiality.** PPS, Agency, and COUNTY each agrees to keep confidential all information received from any of them regarding children and families served under this Agreement consistent with state and federal law. All such information shall be exchanged solely for the purpose of providing appropriate Services to Students and their families.
- d. **Disputes Between PPS and Agency.** If a dispute arises between PPS and Agency, the parties shall first attempt to resolve the dispute between themselves. If they are unable to do so, either party may request a meeting with the COUNTY liaison for the purpose of mediating the dispute. Both parties shall participate in the mediation in good faith. If the parties are not satisfied with the results of mediation, they shall retain all rights and remedies provided by law and under this Agreement.

7. Termination

Termination. This Agreement may be terminated with or without cause upon 30 days' prior written notice to the other parties. This Agreement shall terminate automatically in the event Agency loses its Certificate of Approval, vendor number as a Medicaid Performing Provider or its affiliation agreement with COUNTY terminates or is not renewed.

8. Miscellaneous

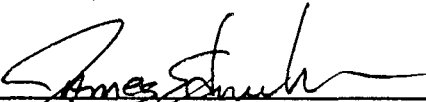
This Agreement shall be governed by the miscellaneous provision set forth in Exhibit C, attached hereto and incorporated herein.

Contract # 104145

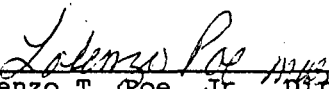
IN WITNESS WHEREOF, the parties have executed or caused this Agreement to be executed on the dates set forth below.

MULTNOMAH COUNTY
Community and Family Services Division
421 SW 5th, 2nd Floor
Portland, Oregon 97204

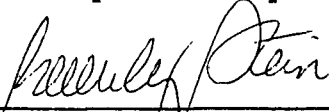
PORTLAND PUBLIC SCHOOLS
531 SE 14th Avenue
Portland, Oregon 97214

By  12/28/94
James Edmondson, Manager Date
Child & Adolescent Mental Health Program

By _____
Donald D. McElroy, Date
Executive Deputy Superintendent

By  1/4/95
Lorenzo T. Poe, Jr., Director Date
Community and Family Services Division

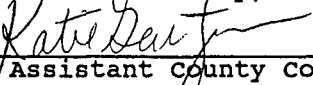
By _____
Judith Valjean, Director Date
Special Instruction and
Student Services

By  _____
Beverly Stein, Date
Multnomah County Chair

By _____
Carolyn Sheldon, Date
Assistant Director of Student
Services

REVIEWED:
LAURENCE KRESSEL, County Counsel
for Multnomah County, Oregon

REVIEWED:

By  _____
Assistant County Counsel
Date 2/23/95

Jeffrey B. Millner

Joyce M. Bernheim,
Portland Public Schools Counsel

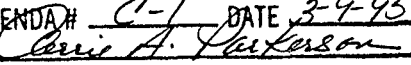
APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-1 DATE 3-9-95

BOARD CLERK

EXHIBIT A

SCHOOL AGREEMENT

NAME OF SCHOOL: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

NAME OF SCHOOL PRINCIPAL: _____

NAME OF SCHOOL LIAISON: _____

NAME OF AGENCY: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

NAME OF AGENCY EXECUTIVE DIRECTOR: _____

NAME OF LIAISON: _____

TIME PERIOD DURING WHICH THIS AGREEMENT WILL BE IN EFFECT:

DAYS AND HOURS OF AGENCY SERVICES: _____

SPACE AND SERVICES TO BE PROVIDED TO AGENCY:

PERSON AGENCY TO CALL IN CASE OF ILLNESS OF SCHEDULED MENTAL health
PROFESSIONAL: _____

TELEPHONE NUMBER: _____

PERSON SCHOOL TO CALL IN CASE OF ILLNESS OF SCHEDULED PATIENT:

COUNSELING SERVICES BEING PROVIDED BY SCHOOL:

ADDITIONAL UNDERSTANDINGS: _____

[illegible]

SCHOOL

AGENCY

By _____
Principal

Principal

Date _____

By _____
Date _____
(Agency)

Date _____

(Agency)

PPS REGION DIRECTOR

By _____ Date _____

Date _____

EXHIBIT B

Authorization for Release and Exchange of Information

**Interagency Agreement for Portland Public Schools
and Multnomah county Child and Adolescent Mental Health Program Agencies**

(Child)

(Birthdate)

Purpose:

The Mental Health Agency ("Agency") listed below will be available to provide services to the child on school premises if both the Agency and the child or parent/guardian agree. The cost of the services will be paid by the state Mental Health and Developmental Disability Services Division. The information exchanged will be used by the Agency to evaluate the child's situation and, if further consent is received, to plan for and coordinate Agency services for the child [or for other purposes as specified: _____].

Portland Public Schools is authorized to release to the Agency information available including student behavior, performance, and attendance. This information will be protected from disclosure by the Agency under federal and state law.

The Agency is authorized to release progress information as appropriate to Portland Public Schools for the purpose of service planning by both parties.

Information will not be further disclosed by the Agency or the Portland Public Schools without specific authorization for such disclosure.

Agency is not acting as an agent of Portland Public Schools in providing services to the child.

Authorization:

I authorize the following specific agency and school to exchange information as set forth above. This permission is good for the school year of _____.

I can cancel this authorization at any time, but I understand that the cancellation will not affect any information that was already released before the cancellation. I understand that information about my case is confidential and protected by state and federal law. I approve the release of this information. I have carefully read and understand what this agreement means and I voluntarily accept its provisions.

Signature— ☐ student (if 18 or older) _____ Date _____
☐ parent _____
☐ guardian _____
☐ other person with legal custody [state relationship _____]

Student must also sign separately if 14 or older

Name of Mental Health Agency

Name of School

To those receiving information under this authorization: The information disclosed to you is protected by state and federal law. You are not authorized to release it to any agency or person not listed on this form without specific written consent of the person or parent/guardian of the person to whom it pertains unless authorized by other laws.

EXHIBIT C

MISCELLANEOUS PROVISIONS

(a) **Definitions.** As used herein, the term "Indemnifying Party" includes a party to this Agreement who has a duty to indemnify any other party under this Section, and, with respect to any conduct giving rise to such duty (but not with respect to any obligation to indemnify), that party's directors, officers, agents, employees, and independent contractors. As used herein, the term "Indemnified Party" includes any directors, officers, agents, employees, or independent contractors of the party that has or may have a right to be indemnified under this Section.

(b) **Obligation to Indemnify.** Subject to Subsection (d) of this Section, each party agrees that the other parties shall be indemnified against and held harmless from any claim, loss, cost, damage, expense, or other liability (including attorney fees and costs) arising out of the performance by the Indemnifying Party of its obligations under this Agreement, including liability attributable to the negligence of the Indemnifying Party, or the Indemnifying party's willful misconduct or willful or reckless failure to perform its obligation under this Agreement. Notwithstanding the foregoing, however, if more than one party is at fault, the rules of comparative fault shall be applied and the party whose fault is greater shall indemnify and any other party to the extent the other party is or has been obligated to pay plaintiff or claimant sums in excess of that party's share of fault. If the attribution of negligence on a comparative basis is not made by a court of competent jurisdiction or an arbitrator for any reason, including without limitation because such claim is settled by the parties involved, then the determination of respective fault, if any, shall be made by another arbitrator. The arbitrator for this purpose shall be selected by a group of three attorneys, one selected by each party who was alleged to be at fault, and, if only two parties are alleged to be at fault, the third to be selected by the other two.

(c) **Notice and Defense of Claim.** The Indemnified Party shall give notice to the Indemnifying Party of a claim or other circumstances likely to give rise to a request for indemnification, promptly after the party becomes aware of the same. The Indemnifying Party shall be afforded the opportunity to undertake the defense of and to settle by compromise or otherwise any claim for which indemnification is available under this Section, with legal counsel approved by the Indemnified Party (which approval shall not be unreasonably withheld). If an Indemnifying Party so assumes the defense of any claim, the Indemnified Party may participate in such defense with legal counsel of the Indemnified Party's selection and at the expense of the Indemnified Party. If prior to the expiration of fifteen (15) days after receipt of notice of claim by the Indemnified Party under this Section the indemnifying Party has not assumed the defense thereof, the Indemnified Party may undertake the defense thereof on behalf of, and at the risk and expense of, the Indemnifying Party, with all reasonable costs and expenses of such defense to be paid by the Indemnifying Party. No compromise or settlement of any such claim shall be made without prior consent in writing of the Indemnifying Party.

(d) **Applicable Laws.** It is expressly acknowledged that both PPS and County are subject to the Oregon Tort Claims Act, ORS 30.260 through 30.300, and that County is subject to Article XI, Section 10 of the Oregon Constitution. The obligations of PPS and County under this Exhibit C, Section 1, are subject to the requirements of these provisions.

1. **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Oregon (other than principles of conflicts of law thereof). To the extent permitted by law, all disputes arising from this Agreement shall be tried before the appropriate court or by arbitration in Multnomah County Oregon, to the exclusion of all forums that might have jurisdiction apart from this provision. It is expressly acknowledged that any claims against County or PPS are subject to the Oregon Tort Claims Act.

3. **Arbitration.** After the conclusion of any dispute resolution procedures commenced under Section 6.d above, any controversy, dispute, or disagreement arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration, which shall be conducted in Portland, Oregon, and in accordance with the rules of the Arbitration Service of Portland or the U.S. Arbitration and Mediation Service, whichever service is selected by the party who first files a claim for arbitration in accordance with rules of the service selected, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

4. **Attorney Fees.** In the event of any breach under this Agreement between PPS and Agency, the prevailing party shall be entitled to recover its costs and attorney fees at arbitration or trial and on any appeal. In the event of any breach of this Agreement involving the County and any other party to this Agreement, each party shall bear its own attorney fees, but the nonbreaching party shall be entitled to all reasonable costs incurred in arbitration or litigation (including any appeal or petition for review) in connection with enforcing the Agreement.

5. **Notices.** Any notice required or permitted under this Agreement shall be given in writing and shall be deemed effectively given upon personal delivery, upon receipt by the sender or confirmation of a fax transmission sent to the fax number of the other party set forth below, or three days after deposit with the United States Post Office, by registered or certified mail, postage prepaid, addressed as follows:

If to PPS, to: Carolyn Sheldon
531 SE 14th Avenue
Portland, Oregon 97214
503-280-5840

If to Agency, to: Agency Director of
Participating Agency.

if to County, to: Lorenzo T. Poe, Jr.
Community and Family Services Division
421 SW 5th Avenue, 2nd Floor
Portland, Oregon 97204
503-248-3691

or at such other address or fax number as the party may designate by notice given in the manner provided herein.

6. **Non-assignability.** This Agreement may not be assigned by any party.

7. **Severability.** If any provision or the application of any provision shall be held invalid or unenforceable, the remainder of this Agreement shall be given full force and effect.

8. **Entire Agreement.** As of the date of execution hereof, the provisions contained in this Agreement set forth the entire agreement of the parties. No other document, agreement, or understanding, oral or otherwise, shall be of any effect with respect to the parties unless specifically made a part of this Agreement by means of a written document signed by all parties.

MEETING DATE: MAR 09 1995

AGENDA NO.: C-2

(Above space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Ratification of intergovernmental agreement with Clackamas County

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: _____

Amount of Time Needed: 5 minutes or less

DEPARTMENT: Health DIVISION: _____

CONTACT: Fronk TELEPHONE #: x4274

BLDG/ROOM #: 160/7

PERSON(S) MAKING PRESENTATION: _____

ACTION REQUESTED:

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

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

Ratification of intergovernmental agreement with Clackamas County in which Multnomah County provides triage services for Clackamas County Health Department clients. Multnomah County will be paid on a requirements basis not to exceed \$36,000.

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

Or

DEPARTMENT MANAGER: Billi Odegaard

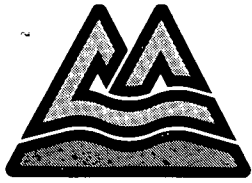
(ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES)

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

5654

Originals sent to Jim Kennedy on 3-10-95.

BOARD OF
COUNTY COMMISSIONERS
1995 FEB 27 AM 8:54
MULTNOMAH COUNTY
OREGON



MULTNOMAH COUNTY OREGON



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

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

MEMORANDUM

TO: Board of County Commissioners
FROM: Bill Odgaard, Director, Health Department
DATE: February 22, 1995
SUBJECT: Intergovernmental revenue agreement with Clackamas County

- I. Recommendation/Action Requested: The Health Department recommends approval of this intergovernmental revenue agreement with Clackamas County for the period March 1, 1995, to and including June 30, 1996.
- II. Background/Analysis: This is the fourth renewal of a contract which originated January 15, 1992. Due to extended negotiation which delayed the renewal process, the agreement is retroactive to March 1, 1995. Clackamas County Health Department is a Physician Care Organization (PCO) and requires telephone triage for clients. Multnomah County can provide the service using community health nurses with physician back-up.
- III. Financial Impact: Multnomah County will be paid on a requirements basis not to exceed \$36,000.
- IV. Legal Issues: None
- V. Controversial Issues: None
- VI. Link to Current County Policies: Continuing to cooperate with other governmental entities to provide health care.
- VII. Citizen Participation: None
- VIII. Other Government Participation: None

**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 201795

Amendment # _____

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$25,000	<input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Intergovernmental Agreement APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>C-2</u> DATE <u>3/9/95</u> <u>Carrie A. Parkerson</u> REVENUEBOARD CLERK

Department Health Division _____ Date February 22, 1995Contract Originator Jim Kennedy/Karen Garber Phone x6747 Bldg/Room 160/8Administrative Contact Tom Fronk Phone x4274 Bldg/Room 160/7Description of Contract Provide telephone triage for clients of Clackamas County Health

Department _____

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

ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ QRFContractor Name Clackamas County/Health Department (Mary Murphy)Mailing Address 1524 S Kaen RoadOregon City, OR 97045-4903Phone 655-8471

Employer ID# or SS# _____

Effective Date March 1, 1995Termination Date June 30, 1996Original Contract Amount \$ Requirements

Total Amount of Previous Amendments \$ _____

Amount of Amendment \$ _____

Total Amount of Agreement \$ _____

REQUIRED SIGNATURES:

Department Manager Bill OdegardPurchasing Director (Class II Contracts Only) Katie GaurCounty Counsel Heather Perry

County Chair / Sheriff _____

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

Remittance Address _____
(If Different) _____

Payment Schedule _____ Terms _____

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

Purchase Order No. _____

☒ Requirements Not to Exceed \$ 36,000Encumber: Yes ☐ No ☐Date 2/25/95

Date _____

Date 2/24/95Date 3/9/95

Date _____

VENDOR CODE				VENDOR NAME						TOTAL AMOUNT \$		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND	
01.	156	015	0712			2704		0360	Clack Triage	Requirements		
02.												
03.												
* If additional space is needed, attach separate page. Write contract # on top of page.												

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION

CANARY - INITIATION

PINK - FINANCE

MULTNOMAH COUNTY
AND
CLACKAMAS COUNTY PUBLIC HEALTH DIVISION
TRIAGE AGREEMENT

This intergovernmental agreement is made and entered into this _____ of _____, by and between MULTNOMAH COUNTY, a political subdivision of the State of Oregon (hereinafter referred as PROVIDER), and CLACKAMAS COUNTY, a political subdivision of the State of Oregon, (hereinafter referred to as RECEIVER),

WITNESSETH:

Whereas, RECEIVER requires services which PROVIDER is capable of providing, under terms and conditions hereinafter described, and

Whereas, PROVIDER is able and prepared to provide such services as RECEIVER does hereinafter require, under those terms and conditions set forth; now, and

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

1. Term

The term of this agreement shall be from March 1, 1995 through June 30, 1996, unless sooner terminated under the provisions hereof.

2. Services

PROVIDER will perform the following services:

- A. Provide telephone triage for clients of Clackamas County Public Health Division using community health nurses with physician backup during the following hours:

Monday:	8PM - 8AM
Tuesday-Thursday:	5PM - 8AM
Friday-Monday:	5PM - 8AM
Holidays:	8AM - 8AM next day

- B. Verify Clackamas County Prepaid Health Plan (PHP) coverage.
- C. Authorize treatment for emergency services for Clackamas County PHP clients.
- D. Advise and refer Clackamas County clients to Clackamas County Public Health Division as appropriate.

- E. Provide written documentation of client telephone contacts FAXed to Clackamas County by 9:30 am of the next working day.
- F. Provide telephone interpretation for above calls as necessary.

RECEIVER to provide to PROVIDER:

- A. separate and maintain telephone line at own expense.
- B. Provide monthly PHP enrollment lists by the 6th day of the month.
- C. Provide current information on Clackamas County services, updated as changes occur.
- D. Assign a liaison to coordinate the after-hours system.

3. Compensation

- A. RECEIVER agrees to pay PROVIDER up to a sixteen month maximum of \$36,000 based on the following terms:
 - 1. Monthly number of clients currently enrolled in RECEIVER'S Oregon Health Plan membership divided by that same month's number of clients currently enrolled in PROVIDER'S CareOregon Health Plan membership plus RECEIVER'S Oregon Health Plan membership and other contractors' memberships using PROVIDER'S triage service.
 - 2. Monthly cost of PROVIDER'S triage system multiplied by the percentage resulting from 3.A.1.
 - 3. If other contractors' portion cannot be converted to a member basis, then the monthly contractor amount will be subtracted from the monthly cost of PROVIDER'S triage system and remainder will be multiplied by the formula amount from 3.A.1.
 - 4. Charges for any unusual or special services related to triage incurred by the RECEIVER will be paid by the RECEIVER.
- B. RECEIVER certifies that either federal, state or local funds are available and authorized to finance the costs of this agreement. In the event that funds cease to be available to RECEIVER in the amounts anticipated, RECEIVER may terminate or reduce agreement funding accordingly. RECEIVER will notify PROVIDER as soon as it receives notification from funding source. Reduction or

termination will not effect payment for accountable expenses prior to the effective date of such action.

- C. All final billings affecting agreement payments must be received within forty-five (45) days after the end of the agreement period. Agreement payments not triggered or billed within this specified time period will be the sole responsibility of PROVIDER.

4. Contractor is Independent Contractor

- A. PROVIDER is an independent contractor and is solely responsible for the conduct of its programs. PROVIDER, its employees and agents shall not be deemed employees or agents of RECEIVER.
- B. PROVIDER shall defend, hold and save harmless RECEIVER, its officers, agents, and employees from damages arising out of the tortious acts of PROVIDER, or its officers, agents, and employees acting within the scope of their employment and duties in performance of the agreement subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and any applicable provisions of the Oregon Constitution.

5. Worker Compensation

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

6. Contractor Identification

PROVIDER shall furnish to RECEIVER its employer identification number, as designated by the Internal Revenue Service.

7. Subcontracts and Assignment

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

8. Access to Records

PROVIDER agrees to permit authorized representatives of RECEIVER, and/or the applicable Federal or State government audit agency to make such review of the records of the PROVIDER as RECEIVER or auditor may deem necessary to satisfy audit and/or program evaluation purposes. PROVIDER shall permit authorized representatives of RECEIVER Health Division to site visit all programs covered by this agreement. Agreement costs disallowed as the result of such audits, review or site visits will be the sole responsibility of PROVIDER. If an agreement cost is disallowed after reimbursement has occurred, PROVIDER will make prompt repayment of such costs.

9. Waiver of Default

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

10. Adherence to Law

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

11. Modification

- A. In the event that RECEIVER'S agreement obligation is amended by a federal or state initiated change, RECEIVER shall amend this agreement through written notification of changes sent to PROVIDER by mail. PROVIDER shall sign the amendment and return to RECEIVER within twenty (2) working days of receipt of RECEIVER'S notification document.
- B. Any other amendments to the provisions of the agreement, whether RECEIVER or PROVIDER initiated, shall be reduced to writing and signed by both parties.

12. Integration

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

13. Record Confidentiality

PROVIDER agrees to keep all client records confidential in accordance with State and Federal statutes and rules governing confidentiality.

14. Early Termination

- A. Violation of any of the rules, procedures, attachments, or conditions of this agreement may, at the option of either party, be cause for termination of the agreement and, unless and until corrected, of funding support by RECEIVER AND SERVICES BY PROVIDER, or be cause for placing conditions on said funding and/or services, which may include withholding of funds. Waiver by either party or any violation of this agreement shall not prevent said party from invoking the remedies of this paragraph for any succeeding violations of this agreement.
- B. This agreement may be terminated by either party by sixty (60) days' written notice to the other party.
- C. Immediate termination or amendment by RECEIVER may occur under any of the following conditions:
 - 1. Upon notice of denial, revocation, suspension or nonrenewal of any license or certificate required by law or regulation to be held by PROVIDER to provide a service under this agreement.,
 - 2. Upon notice if PROVIDER fails to start-up services on the date specified in this agreement, or if PROVIDER fails to continue to provide service for the entire agreement period.

3. Upon notice to RECEIVER of evidence that PROVIDER has endangered or is endangering the health and safety of clients/residents, staff, or the public.
 4. Upon evidence of PROVIDER'S financial instability which RECEIVER deems sufficient to jeopardize customary level and/or quality of service.
- D. Payment to PROVIDER will include all services provided through the day of termination and shall be in full satisfaction of all claims by PROVIDER against RECEIVER under this agreement.
 - E. Termination under any provision of this section shall not affect any right, obligation or liability of PROVIDER or RECEIVER which accrued prior to such termination.

15. Litigation

PROVIDER shall give RECEIVER immediate notice in writing of any action or suit filed or any claim made against PROVIDER or any subcontractor of which PROVIDER may be aware of which may result in litigation related in any way to this agreement.

16. Oregon Law and Forum

This agreement shall be construed according to the law of the State of Oregon.

17. Certification Regarding Lobbying

- A. No federal appropriated funds can be or will be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this contract, the contractor shall complete and submit Standard Form-111, "Disclosure Form to Report Lobbying", in accordance with its instructions.

WITNESSETH:

Whereas, the PROVIDER and RECEIVER are parties to a certain agreement dated _____, entitled Triage Agreement (hereinafter "agreement"); and

Whereas, the parties mutually desire to enter into said agreement in the manner hereinafter set forth;

In witness whereof, the parties have caused this agreement to be executed by their duly authorized officers the date first hereinabove written.

RECEIVER:
CLACKAMAS COUNTY

Chair: Judie Hammerstad
Commissioner: Darlene Hooley
Commissioner: Ed Lindquist

Signing on behalf of the board,

By: Mary Kathryn Holder
Jono Hildner, Administrator
Dept of Human Services
Acting Director

Date: 2/16/95

MULTNOMAH COUNTY, OREGON

By: Beverly Stein
Beverly Stein, County Chair

Date: 3-9-95

HEALTH DEPARTMENT

By: Billi Odegaard
Billi Odegaard, Director

Date: 2/24/95

By: _____
Program Manager

Date: _____

REVIEWED:

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

By: Ratie Parf

Date: 2/25/95

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS

AGENDA # C-2 DATE 3-9-95
Chris A. Peterson
BOARD CLERK

MEETING DATE: MAR 09 1995

AGENDA NO.: C-3

(Above space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Ratification of agreement with State Children's Services Division

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: _____

Amount of Time Needed: 5 minutes or less

DEPARTMENT: Health DIVISION: _____

CONTACT: Tom Fronk TELEPHONE #: x4274

BLDG/ROOM #: 160/7

PERSON(S) MAKING PRESENTATION: Tom Fronk

ACTION REQUESTED:

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

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

Ratification of intergovernmental revenue agreement with the State Children's Services Division. County will be reimbursed for providing the services of a Public Health Nurse to develop and implement a program to strengthen the intervention and treatment services provided to abused and neglected children in substance abusing families.

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

Or

DEPARTMENT MANAGER: Bill Olegard

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1995 MAR - 11 AM 8:28

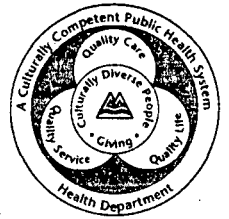
(ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES)

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

5654 Continued for 1 week.



MULTNOMAH COUNTY OREGON



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

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

MEMORANDUM

TO: Board of County Commissioners

FROM: Bill Odegaard, Director, Health Department

DATE: February 16, 1995

SUBJECT: Intergovernmental revenue agreement with State Children's Services Division

- I. Recommendation/Action Requested: The Health Department recommends approval of this intergovernmental revenue agreement with the Oregon Department of Human Resources, Children's Services Division for the period retroactive to October 1, 1994, to and including June 30, 1995.
- II. Background/Analysis: This agreement has been renewed annually since May 1986. The last agreement expired September 30, 1994. Due to confusion about which of the contracts with the County needed to be renewed, the State did not send the new agreement to the County until February 15, 1995. The County will assign one full-time equivalent Public Health Nurse to work out of a Children's Services Division Branch Office. The Public Health Nurse will participate as a member of PROJECT TEAM's staff by providing health and related services to clients being served by PROJECT TEAM. The Public Health Nurse will develop and implement services designed to strengthen the intervention and treatment services provided to abused and neglected children in substance abusing families.
- III. Financial Impact: For the period October 1, 1994, to and including June 30, 1995, the County will be reimbursed \$41,152.00.
- IV. Legal Issues: None
- V. Controversial Issues: None

VI. Link to Current County Policies: None

VII. Citizen Participation: None

VIII. Other Government Participation: None



MULTNOMAH COUNTY OREGON

CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

Contract # 201765

Amendment # _____

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

Department Health Division _____ Date February 16, 1995Contract Originator Jim Kennedy Phone x6747 Bldg/Room 160/8Administrative Contact Tom Fronk Phone x4274 Bldg/Room 160/7

Description of Contract Provide Public Health Nurse to develop and implement services designed to strengthen the intervention and treatment services provided to abused and neglected children in substance abusing families.

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

ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ QRF

Contractor Name Department of Human Resources
State Children's Services Division
 Mailing Address 500 Summer Street NE
Salem, OR 97310-1017
 Phone 503-945-5651
 Employer ID# or SS# _____
 Effective Date October 1, 1994
 Termination Date June 30, 1995
 Original Contract Amount \$ 41,152.00
 Total Amount of Previous Amendments \$ _____
 Amount of Amendment \$ _____
 Total Amount of Agreement \$ _____

Remittance Address _____
(If Different) _____

Payment Schedule _____ Terms _____

☐ Lump Sum \$ _____ ☐ Due on receipt

☐ Monthly \$ _____ ☐ Net 30

☐ Other \$ _____ ☐ Other _____

☐ Requirements contract - Requisition required.

Purchase Order No. _____

☐ Requirements Not to Exceed \$ _____

REQUIRED SIGNATURES

Department Manager Beth OdgaardPurchasing Director
(Class II Contracts Only) Ratie GantzCounty Counsel Joely Beir

County Chair / Sheriff _____

Contract Administration
(Class I, Class II Contracts Only) _____Encumber: Yes ☐ No ☐Date 2/21/95

Date _____

Date 2/27/95

Date _____

Date _____

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	156	015	0753			2117		0389	Project TEAM	\$41,152.00	
02.			0478								
03.											
* If additional space is needed, attach separate page. Write contract # on top of page.											

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION

CANARY - INITIATION

PINK - FINANCE

STATE OF OREGON INTER-GOVERNMENTAL AGREEMENT

CSD Agreement Number: 4-1178

Date: FEBRUARY 9, 1995

This agreement is between the State of Oregon, acting by and through its Department of Human Resources, Children's Services Division, hereinafter referred to as the "Division" and MULTNOMAH COUNTY, DEPARTMENT OF HUMAN RESOURCES, HEALTH DIVISION hereinafter referred to as the "Agency or Contractor". The Division's supervising representative for this agreement is Laura Kesler.

Effective Date and Duration: This agreement shall become effective on OCTOBER 1, 1994. This agreement shall expire, unless otherwise terminated or extended, on JUNE 30, 1995.

Statement of Work: The statement of services to be performed and agreement provisions are contained in the following which are attached hereto and are by this reference, made a part of this agreement:

<u>Document</u>	<u>Pages</u>
SCHEDULE	2
GENERAL PROVISIONS	5
EXHIBIT I	15

Consideration: Division agrees to pay Agency an amount not to exceed \$41,152.00 for accomplishment of the work, including any allowable expenses. Interim payments shall be made to Agency as outlined in the agreement document entitled SCHEDULE.

Amendments: The terms of this agreement shall not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except by written instrument signed by the parties, including, when required, the Department of Administrative Services and the Department of Justice.

AGENCY DATA AND CERTIFICATION

NAME: (tax filing): Multnomah County Health Department

ADDRESS: 426 SW Stark Street, 8th Floor, Portland, OR 97204-2394

Federal Tax I.D. # 1-936002309 A2

I, the undersigned, agree to perform work outlined in this agreement in accordance with the terms and conditions and the attachments referenced herein.

Approved by the Agency:

By: Beverly Stein Title: Multnomah County Chair Date: _____

Approved by Children's Services Division:

By: _____ Date: _____

Reviewed by Contracts Officer Eva Minister Date: 2/14/95

REVIEWED:

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

By: Katie Gault

Date: 2/27/95

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # _____ DATE _____

BOARD CLERK

SCHEDULE

AGENCY: MULTNOMAH COUNTY, DEPARTMENT OF HUMAN RESOURCES,
HEALTH DIVISION

Date: FEBRUARY 9, 1995

SECTION A SERVICES TO BE PERFORMED

1. The Agency agrees to provide services described as follows and in any attachments hereto, in accordance with the terms and conditions stipulated in the agreement and its attachments for Project Team;
 1. Hire and supervise 1.0 FTE public health nurse.
 2. Public Health Nurse will be outstationed at Division's Multnomah East County Branch Office.
 3. Public Health Nurse will participate as a member of the Project Team/Family Support Team staff by providing health and related services to clients being served by Project Team/Family Support Team.
 4. Public Health Nurse to serve as a member of Project Team/Family Support Team. See Exhibit I for description of Project Team, with special attention to pages 3 and 13 of Exhibit I for description of nurses duties and responsibilities.
2. The Agency agrees to participate in the evaluation component and provide the mutually agreed upon information and reports.
3. Division agrees to house contractor's nurse, provide furniture, equipment, office and supplies to fulfill member's role on team.

SECTION B CONSIDERATION

1. As consideration for the services provided by the Agency during the period beginning October 1, 1994, and ending June 30, 1995, the Division will pay to the Agency, by check(s), an amount not to exceed \$41,152.00 reimbursement as follows:
 - a. Wages for the public health nurse reimbursed at actual expenses, not to exceed as follows:
 1. For the period beginning October 1, 1994 and ending February 28, 1995, an amount not to exceed \$15,250.00 reimbursed at the rate of \$17.63 per hour for a maximum of 865 hours.
 2. For the period beginning March 1, 1995 and ending June 30, 1995, and amount not to exceed \$12,809.00 reimbursed at the rate of \$18.51 per hour for a maximum of 692 hours.
 - b. Other payroll expense for the public health nurse, reimbursed at actual and reasonable cost for an amount not to exceed \$10,101.00.
 - c. Travel costs reimbursed as follows:
 1. \$35.00 per month for a maximum of 9 months plus
 2. \$0.21 per mile traveled for a maximum of 2,700 miles
 for an amount not to exceed of \$882.00. This is the rate that the Agency has contracted with the Oregon Nurses Association to reimburse public health nurses for their travel.
 - d. Data Processing support for public health nurse, payable as a lump sum amount after the Agreement is signed and the Division's acceptance of the Agency's billing, for an amount not to exceed \$150.00.
 - e. Indirect costs for supervision and payroll preparation for the public health nurse, reimbursed at the rate of 5% or the amounts reimbursed above in Item B.1a through d (inclusive), for an amount not to exceed \$1,960.00.

2. Billings shall be submitted quarterly to the Children's Services Division, Attn. Laura Kesler, Program Development & Grant Support, 500 Summer Street NE - 2nd Floor, Salem, Oregon 97310-1017.

SECTION C PROVISIONS SPECIFIC TO THIS AGREEMENT

1. PROGRAM:

- a. Safeguarding of Applicant Information: The use or disclosure by any party of any information concerning a recipient of services purchased under this agreement, for any purpose not directly connected with the administration of the Division's or the Agency's responsibility with respect to such purchased services, is prohibited, except on written consent of the Division.
- b. Worker's Compensation: The Agency, its subcontractors, if any, and all employers providing work, labor or materials under this agreement are subject employers under the Oregon Worker's Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage that satisfies Oregon law for all their subject workers. Out-of-state employers must provide Oregon workers' compensation coverage for all their workers who work at a single location within Oregon for more than 30 days in a calendar year.
- c. Indemnification and Insurance: Notwithstanding the Hold Harmless Provision in the General Provisions of this agreement, the Agency and the Division shall not be responsible for any legal liability, loss, damages, costs and expenses arising in favor of any person, on account of personal injuries, death, or property loss or damage occurring, growing out of, incident to, or resulting directly or indirectly from the acts or omissions of the other party under this agreement.

Both the Division and the Agency shall obtain, and at all times keep in effect, comprehensive liability insurance and property damage insurance covering each respective party's own acts and omissions under this agreement. Agency may satisfy these requirements in any manner allowed by ORS 30.282. The Division shall satisfy this requirement through the Insurance Fund established under ORS 278.425. Such liability insurance, whatever the form, shall be in an amount not less than the limits of public body tort liability specified in ORS 30.270. In the event of unilateral cancellation or restriction by the insurance company of the Agency's insurance policy referred to in this paragraph, the Agency shall immediately notify the Division verbally and in writing.

As evidence of the insurance coverage required by this agreement, and prior to the execution of this agreement, the Agency shall furnish a certificate of insurance to Children's Services Division, ATTN: Contracts Manager, CSD, 500 Summer Street NE - 4th Floor, Salem, OR 97310-1017. The certificate form to be completed by the Agency's insurer will be maintained in the Division's file of this agreement.

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

2. PAYMENT

- a. Payment will be made by the Division to the Agency subject to receipt and acceptance by the Division of the Agency's billing.

GENERAL PROVISIONS

1. Government Employment Status - If payments under this contract are to be charged against federal funds, the Contractor certifies that it is not currently employed by the federal government.
2. Payments under this Contract - Contractor will be responsible for any federal or state taxes applicable to any compensation or payments paid to Contractor under this contract. Contractor will not be eligible for any benefits from these contract payments of Federal Social Security, unemployment insurance, or workers' compensation, except as a self-employed individual.
3. Compliance with Applicable Law, Licensing and Program Standards - The Contractor shall comply with all federal, state and local laws and ordinances applicable to the work under this contract, including those in the ADDENDUM TO GENERAL PROVISIONS which is attached hereto and by this reference made a part hereof. Contractor agrees that the provisions of ORS 279.312, 279.314, 279.316, 279.320, and 279.555 shall apply to and govern the performance of this contract. Contractor shall comply with all applicable state, county and municipal standards for licensing, certification and operation of required facilities, shall maintain any applicable professional license or certificate required to perform the services described in this contract, and shall comply with any other standards or criteria described in this contract.
4. Safeguarding of Client Information - The use or disclosure by any party of any information concerning a recipient of services purchased under this contract for any purpose not directly connected with the administration of the Division's or the Contractor's responsibilities with respect to such services is prohibited except on written consent of the Division, or if the Division is not the recipient's guardian, on written consent of the recipient's responsible parent, guardian or attorney.
5. Equal Rights - The Contractor agrees to comply with Title VI of the Civil Rights Act of 1964, with Section V of the Rehabilitation Act of 1973, and with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Contractor also shall comply with the Americans with Disabilities Act of 1990 (Pub L No. 101-336), including Title II of that Act, ORS 659.425, and all regulation and administrative rules established pursuant to those laws.
6. Access to Records - The Division, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers and records of the Contractor which are directly pertinent to the contract for the purpose of making audits, examinations, excerpts, copies and transcriptions. The Contractor agrees to include this provision in any subcontracts which may be authorized.
7. Retention of Records - The Contractor agrees to retain all books, records, and other documents relevant to this contract for three years after final payment is made under the contract or all pending matters are closed, whichever is later. If an audit, litigation or other action involving the contract is started before the end of the three year period, the records shall be retained until all issues arising out of the action are resolved or until the end of the three year period, whichever is later.
8. Subcontracting - Unless subcontracting is authorized elsewhere in the contract, the Contractor shall not enter into any subcontracts for any of the work contemplated under this contract without obtaining prior written approval from the Division, which approval shall be attached to the original contract. Prior written approval shall not be required for the purchase by the Contractor of articles, supplies and services which are incidental to the provision of residential care and related services under this contract but necessary for the performance of such work (e.g. facilities maintenance). Approval by the Division of a subcontract shall not result in any obligations to the Division in addition to the agreed rates of payment and total consideration. Any subcontracts which the Division may authorize shall contain all requirements of this contract, and the Contractor shall be responsible for the performance of the subcontractor.
9. Force Majeure - Contractor shall not be held responsible for delay or default caused by fire, civil unrest, labor unrest, acts of God and war which is beyond contractor's reasonable control. Contractor 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 the contract.

10. Termination

a. This contract may be terminated by mutual consent of both parties, or by the Division upon 30 days' written notice to Contractor, delivered personally or by certified mail.

b. The Division may also terminate this contract effective upon delivery of written notice to the Contractor, or at such later date as may be established by the Division, under any of the following conditions:

1) If Division funding from state or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services as required in this contract. The contract may be modified to accommodate the change in available funds.

2) If state laws, regulations or guidelines are modified, changed or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract.

3) If any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this contract is for any reason denied, revoked, not renewed or changed in such a way that the Contractor no longer meets requirements for such license or certificate.

Termination under this paragraph b. shall be without prejudice to any obligations or liabilities of either party already reasonably incurred prior to such termination.

c. Contractor's timely and accurate performance in accordance with the requirements and delivery schedule set forth in this contract is of the essence of this contract. The Division, by written notice to the Contractor, may immediately terminate the whole or any part of this contract under any of the following conditions:

1) If the Contractor fails to provide services called for by this contract within the time specified or any extension thereof.

2) If the Contractor fails to perform any of the other requirements of this contract or so fails to pursue the work so as to endanger performance of this contract in accordance with its terms, and after receipt of written notice from the Division specifying such failure, the Contractor fails to correct such failure within 15 calendar days or such other period as the Division may authorize.

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

The rights and remedies of the Division in this section related to defaults (including breach of contract) by the Contractor shall not be exclusive and are in addition to any other rights and remedies provided to the Division by law or under this contract.

11. Enforcement of Contract - The passage of the contract expiration date shall not extinguish or prejudice the Division's right to enforce this contract with respect to any default or defect in performance that has not been cured.

12. Waiver of Default - The failure of the Division to enforce any provision of this contract shall not constitute a waiver by the Division of that or any other provision.

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

14. Dual Payment - Contractor shall not be compensated for work performed under this contract by any other agency of the State of Oregon.

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

16. State Tort Claims Act - Contractor is not an officer, employee, or agent of the state as those terms are used in ORS 30.265.

17. Hold Harmless Provision - Contractor shall defend, save and hold harmless the State of Oregon, the Department of Human Resources, the Division and their officers, agents and employees from all claims, suits or actions of whatsoever nature resulting from or arising out of the activities of the Contractor or its subcontractors, agents or employees under this contract, including failure of contractor to comply with the nondiscrimination requirements of section 5.

18. Assignment of Contract - Successors in Interest - The Contractor shall not assign or transfer its interest in this contract without prior written approval of the Division which shall be attached to the original contract. Any such assignment or transfer, if approved, is subject to such conditions and provisions as the Division may deem necessary. No approval by the Division of any assignment or transfer of interest shall be deemed to create any obligation of the Division in addition to the agreed rates of payment and total contract consideration. The provisions of this contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.

19. Funds Available and Authorized - The Division certifies that at the time the contract is written that sufficient funds are authorized and available for expenditure to finance costs of this contract within the Division's current appropriation or limitation.

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

21. Other Agency Approvals - If the amount of this contract, including all amendments thereto, exceeds \$25,000, approval for legal sufficiency by the Attorney General is required. If this contract provides for the provision of professional service to the benefit of the Division and is not exclusively for the benefit of Division clients or other third party entities, approval by the Executive Department is required. All such approvals, when required, shall be obtained before any work may begin under this contract.

22. Controlling State Law - The provisions of this contract shall be construed and enforced in accordance with the provisions of the laws of the State of Oregon. Any action or suit involving any question arising under this contract must be brought in the appropriate court of the state of Oregon.

23. Ownership of Work Product - All work products of the Contractor which result from this contract are the exclusive property of the Division.

24. Equal Employment Opportunity - If this contract, including amendments, is for more than \$10,000, then Contractor shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60). OMB Circular A-102, § 14.c.

25. Clean Air, Clean Water, EPA Regulations - If this contract, including amendments, exceeds \$100,000, then Contractor shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(b)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to the Division and to the U.S.E.P.A. Assistant Administrator for Enforcement (EN-329). All subcontracts, including amendments, which exceed \$100,000 shall include this language. OMB Circular A-102, §14.i.

26. Energy Efficiency - Contractor shall comply with applicable mandatory standards and policies relating to energy efficiency which are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-165). OMB Circular A-102, § 14.j.

27. Truth in Lobbying - The Contractor certifies, to the best of the Contractor's knowledge and belief that:

a. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any such officer, employee or member in connection with this federal contract, grant, loan or

cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

c. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

d. The undersigned is solely responsible for all liability arising from a failure by the undersigned to comply with the terms of this certification. Additionally, the undersigned promises to indemnify the Division for any damages suffered by the Division as a result of the undersigned's failure to comply with the terms of this certification.

This certification is a material representation of fact upon which reliance was placed when this contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this contract imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

28. Merger Clause - THIS CONTRACT WHICH INCLUDES ALL ATTACHED OR REFERENCED EXHIBITS, CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES AND WHEN REQUIRED THE EXECUTIVE DEPARTMENT AND DEPARTMENT OF JUSTICE. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. CONTRACTOR, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS CONTRACT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

ADDENDUM TO GENERAL PROVISIONS

CONTRACTOR AGREES TO BE IN COMPLIANCE WITH APPLICABLE LAW AS FOLLOWS:

279.312 Conditions of public contracts concerning payment of laborers and materialmen, contributions to Industrial Accident Fund, liens and withholding taxes. Every public contract shall contain a condition that the contractor shall:

- (1) Make payment promptly, as due, to all persons supplying to such contractor labor or material for the prosecution of the work provided for in such contract.
- (2) Pay all contributions or amounts due the Industrial Accident Fund from such contractor or subcontractor incurred in the performance of the contract.
- (3) Not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.
- (4) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

279.314 Condition concerning payment of claims by public officers. (1) Every public contract shall also contain a clause or condition that, if the contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the contractor or a subcontractor by any person in connection with the public contract as such claim becomes due, the proper officer or officers representing the state, county, school district, municipality, municipal, corporation or subdivision thereof, as the case may be, may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the contractor by reason of such contract.

- (2) The payment of a claim in the manner authorized in the section shall not relieve the contractor or the contractor's surety from obligation with respect to any unpaid claims.

279.316 Condition concerning hours of labor. (1) Every public contract shall also contain a condition that no person shall be employed for more than eight hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services as defined in ORS 279.051, the laborer shall be paid at least time and a half pay for all overtime in excess of eight hours a day and for work performed on Saturday and on any legal holiday specified in ORS 279.334.

- (2) In the case of contracts for personal services as defined in ORS 279.051, the contract shall contain a provision that the laborer shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under these contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. sections 201 to 209 from receiving overtime.

279.320 Condition concerning payment for medical care and providing workers' compensation. (1) Every public contract shall also contain a condition that the contractor shall promptly, as due, make payment to any person, copartnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of such contractor, of all sums which the contractor agrees to pay for such services and all moneys and sums which the contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.

- (2) Every public contract also shall contain a clause or condition that all employers working under the contract are subject employers that will comply with ORS 656.017.

RECYCLING

As required by ORS 279.555, in the performance of this contract the Contractor shall use, to the maximum extent economically feasible, recycled paper.

PROJECT TEAM

Project Description

Introduction:

Project Team strengthens families, supports their efforts in developing and maintaining a drug and alcohol free lifestyle, reduces barriers which prevent families from obtaining the necessary services, improves parenting, reduces the need for out-of-home placements for their children, and speeds the reunification of families where such placements have occurred.

Protecting children from abuse, neglect, exploitation, and abandonment is best accomplished through strengthening their families. The family is the primary vehicle for treatment and change; stabilizing families and improving parenting skills protects children. Funds from this grant will be used to develop and implement services designed to strengthen the intervention and treatment services provided to abused and neglected children in substance abusing families. Efforts will be directed towards involving families in the intervention and treatment process. Responding to child maltreatment is most effectively accomplished through a community effort which includes the networking of citizenry, social service agency staff, and other professionals.

This project integrates the highly successful Family Unity Model with a centrally located multidisciplinary team to provide ready access to various treatment and support services identified as necessary to protect children while eliminating family issues which place the children at risk for abuse and neglect.

The goal of the team approach is to assist the caseworker in developing the most effective initial case plan with a substance abusing family. The team begins immediately in helping a family access services and developing a natural, healthy support system that can divert the family from more punitive authoritarian intervention. The team would be available to caseworkers who need a specialized approach in helping clients get into treatment while taking the family's needs into consideration at the same time. Family stress areas which will receive attention includes domestic violence, sexual abuse, financial issues, parent training, physical and mental health, needs education and training, parole and probation, and family conflict.

Description of Project

Project Team protects children at risk for abuse and neglect due to parental substance abuse and it provides parents with an increased opportunity to maintain the custody of their children through an intense and coordinated multidisciplinary effort including support services and substance abuse treatment. This even includes children identified as drug affected infants. This proposal will create a multidisciplinary team consisting of child protective services, health, substance abuse treatment, family unity specialists, and other professionals who have the ability to assess and respond immediately to situations in which parental substance abuse results in their children being placed at risk for abuse and/or neglect. Through coordination and outreach, the team will address the needs of each family member, while supporting the family as a unit. The Family Unity Model supports the family in identifying their strengths and resources including friends, neighbors, and community support which can be used to alleviate the immediate crisis while ensuring the protection of the children. Through a partnership with existing resources, agency barriers will be eliminated, thus providing for prompt access to services.

Project Team's Principle Objectives

- Establish a multiagency team of key professionals to provide immediate assessment and home based intervention services to children of substance abusing parents in need of child protective services. This objective includes the development, testing and disseminating of the project model as an innovative and effective method of improving services.
- Expand services to children currently not served. Through team effort and the addition of specialized staff, services will be provided to children who currently come to the attention of child protective services but are denied intervention until their situation deteriorates and they experience additional abuse and neglect.
- Provide services to support and better enable children to cope with the traumatic effects of living with substance abusing parents. Through advocating for and coordinating the services from several community resources including family therapy, family sex abuse treatment, mental health, Al-Teen, and other youth services programs, the project will enable youth of different ages to obtain counseling and related services to resolve issues associated with their parents' abuse of alcohol and drugs.

Intervention Components

Project Team has four basic components supporting the intervention strategy. They are a multi-disciplinary team coordinating the delivery of services, an immediate response capability, the utilization of the family unification model, and the availability of comprehensive services. These are described below.

1. MULTIDISCIPLINARY COORDINATION

When a report is received by the child protective services staff indicating that children have been or are at serious risk of being abused or neglected due to parental substance abuse, a lead worker from the child protective services unit will be assigned to coordinate the investigation and provision of necessary services. The lead worker is supported by a team of professionals who are available on an immediate basis to staff the situation, make an initial determination of the services that may be required, and accompany the lead worker in meeting with the family.

The support team consists of the following professionals:

- family unification specialist: helps the family identify their strengths and the resources required to resolve the concerns of the child protective services staff and maintain the children in the home. When resources are lacking within the immediate family, the worker explores with the family their relatives, neighborhood, and the community resources which are available to them.

The worker supports the family in meeting with these resources and in coordinating the activities required to provide the necessary protection to the child while helping the family to face and resolve their primary difficulties. The worker provides support to the family and monitors the network system's ability to protect the child while encouraging the family toward a drug-free lifestyle.

- alcohol and drug specialist: provides substance abuse assessments, maintains updated information regarding available treatment services, makes referrals to treatment, monitors efforts to remove any barriers which would prevent the family from successfully attending and completing treatment, monitors family's attendance at treatment, participates in the family's progress and recommends adjustments in the services offered to the family, facilitates the develop of treatment services.

- public health nurse: evaluates the family's health, social, and environmental needs. The nurse addresses the family's immediate health needs, i.e. illness, injuries, prenatal care, well-baby services, immunizations, referral for immediate treatment needs, etc. The nurse provides education on health care, pregnancy, infant feeding, nutrition, child growth and development, and related child care needs. In situations where the child is developmentally delayed, the nurse will coordinate with the parent trainer in instructing the family on appropriate child development techniques. The nurse can provide in-home demonstrations of parenting skills, assess and monitor parent-child interaction, note family improvement and recommend adjustments in service plan.
- human service aide: provides basic support services including: transporting family members, introducing them to service providers, offering support and information, tracking the family's attendance at recommended services, monitoring the support services developed under the family unification model to confirm that they are being provided, arranging for coordination meetings, and providing related support services as assigned by the team.
- social service specialist (caseworker): is responsible for case management, accepts the family from intake, refers situation to support team, coordinates child protective services investigation, directs the development of service plans, handles any court involvement, monitors family's progress, and completes necessary paperwork. The social services specialist is a team member for those families assigned to the worker who are being served by the team.
- other support team members: several other support professionals are available on a "as-needed" basis. These include family therapist, parent trainer, homemaker, treatment facility staff, day treatment, mental health counseling, respite care providers, representatives of ethnic minorities coalition (African-American, Hispanic, and Native American), foster care staff when substitute care is required, law enforcement, hospital staff, prenatal clinics, and youth services staff.

2. ENHANCEMENT OF RESPONSE CAPABILITY

EMERGENCY RESPONSE CAPABILITY:

The team's response will be within 24 to 48 hours of the reported concern. This is facilitated by the primary support team meeting daily to screen new referrals, determine initial response, arrange for meetings with families, review families currently receiving services, consider possible adjustments in the service plans, coordinate with other professionals, and make additional assignments. Assigned members of the team will meet with the family, develop a service plan outlining immediate needs and begin developing the necessary resources.

Initially, team members will not be available during evenings and on weekends to staff new referrals. Referral during those time periods will be handled by the current established system. In Multnomah County all reports of physical violence to children are initially investigated by law enforcement. Other situations where children are in danger such as "drug busts" and domestic violence also are handled by law enforcement. Due to the seriousness of these situations, temporary shelter care is available for the children of these families if needed. The team will meet with the referred families the next working day to develop a service plan. In situations where the children have been placed in foster care, a court hearing is to be scheduled within the next working day. Efforts will be made to have the necessary family, neighborhood, and community resources functioning before the mandated court hearing in order to return the children to the immediate or extended family.

Extensive efforts are made to prevent the children from entering foster care. These efforts include the use of the Family Unity Model to organize the family resources, and various forms of respite care. The latter includes temporary child care during the day to relieve stress on the child and/or family, crisis nursery care to provide ongoing or drop-in child care for families in crisis, and 24

hour emergency supervised child care which allows the parent an opportunity to place the child in a protected environment until other support systems are established to protect the children in their own home or in the home of a relative. The supervised respite care provides the child protective services staff and law enforcement with assurance that the child care will be adequate and the child(ren) protected while the investigation into the situation is occurring. The primary goal is to place the child(ren) in the least restrictive situation while exploring with the family their resources to meet the needs of children and family.

During the project, consideration will be given to offering intervention services at hours beyond the normal work hours. If this is deemed feasible, it will allow the team to introduce support services earlier, such as 24 hour emergency child care, which may reduce the need of court involvement with some families.

OUTREACH:

Currently a large percentage of families, particularly in the Multnomah area, are being denied access to needed child protective services due to a serious shortage of staff. Only the most severe cases are allowed to receive services. Often the situation worsens and the family returns at a later date with a child who has been injured or neglected to a degree that intervention is provided. The delay is not only injurious to the child(ren) and the family, but frequently the agency has to deal with a more intense, time consuming situation with a lower prognosis for success. It is expected that this project will provide two major interventions. First, the limited increase in staff will allow expanded services to additional families who currently are not being served. These include families where child protective services cases have been opened, but extensive services are not available due to the shortage of staff. As the project gains recognition, it is expected that their colleagues from other agencies will refer families for services at earlier stages in the family's dysfunction.

Secondly, a new approach to providing services will be tested. Although the funding is not sufficient to hire the necessary staff to provide adequate intervention to all the families in need of services, the funding does support a model which, if as effective as expected, will improve the delivery of services and enable additional families to receive the necessary intervention services at an earlier and more accessible stage.

3. FAMILY UNITY MODEL:

The Family Unity Model has been selected by the Child Welfare League of America and the National Resource Center on Family Based Services as the centerpiece for their nationwide training curriculum. The unification model increases protection for child and preserves families. The model supports families in identifying their strengths and developing resources to resolve family conditions which place the children at serious risk for abuse and neglect. The family unification model is based upon the belief that children are best protected and nurtured when their families are strong. The model focuses on tapping and building on family and community strengths to avoid placement of children in foster care. It is also useful in returning children from foster care.

Family Unification Values: The model is based on the following values and beliefs:

- Families have strengths, can change, and deserve respect. Families have wisdom and are able to develop solutions. Families, relatives, and communities are child protective services' allies and best resources.
- Strengths are what resolves issues of concern. Strengths are discovered by listening, noticing, and paying attention to people. Strengths are enhanced when they are acknowledged and encouraged.
- People gain a sense of hope and are more inclined to listen to others that listened to them.

- Options are preferable to advice. Options provide choice and choice empowers. Empowering people is preferable to controlling them. A consultant is more helpful than a boss.

Family Unity Meeting: A primary component is the family unity meeting. The family unification specialist schedules a family unity meeting and the family is encouraged to identify who they wish to attend. They may invite friends, neighbors, employers, pastors, school counselors or other support persons. The worker may choose to invite drug counselors, school teachers, parent trainers, family sex abuse therapist, and others who may offer services to the family. The invited participants serve as consultants.

The family unity meeting deals "up-front" and openly with the toughest issues of concern that exists regarding the family's situation. It provides families the latitude to share their best thinking in working out solutions for themselves. The family has the opportunity to include their support systems such as neighbors, relatives, and friends to help with the solutions. The unity meeting establishes touchpoint partnerships, (i.e identifies who will do what, when, and how in order to help the family remain together). The touchpoints organize a group of caring individuals who accept responsibility for helping the family in specific ways. Their commitments are contractually agreed upon and monitored to insure that the protection for the children and the support for the family are maintained.

4. COMPREHENSIVE SERVICES

Project Team is based upon multidisciplinary coordination of services. The project has received strong support from their respective communities. Both substance abuse treatment and health care providers are participating in the project. Multnomah Health and Human Services which coordinates alcohol and drug treatment in Multnomah County will have a staff person on the local team and a management staff on the project advisory committee. Multnomah and Lane County Health Departments will each have a staff member participate on their respective local teams and management staff on the project advisory committee. Involved community services include the following:

- alcohol and drug treatment professional: assessment, substance abuse treatment, support groups.
- health professionals/maternal and child health providers: assessment, treatment, child development, and referral of health care needs.
- child protective services: coordination, case management, client advocacy, support services.
- mental health and day treatment programs: youth, adult, and family counseling.
- youth services organizations: teen alcohol and drug program (OSAP Grant), delinquency diversion, employment preparation and job search.
- parent training: several organization provide parent training; some is client specific, i.e.directed towards substance abusing parents, teen parents, etc.
- school districts: has developed a student assistant program for children of substance abusing parents. Services are directed at self-esteem, understanding, and coping.
- support services: parent training, parental support groups, transportation, child care, respite care for child/youth, family therapy, housing, job training and funding to remove barriers which prevent families from obtaining necessary services.

Expected Outcomes:

The expected outcomes include: earlier identification and intervention with children at risk for abuse or neglect due to substance abuse on the part of their parents; all project participants will receive core services; youth and their families will receive prompt, appropriate assessment and treatment specifically targeted at their individual needs; parents participation in substance abuse treatment will increase; the waiting period before entering treatment will be reduced; the needs of the family unit will be a primary focus; support and coordination of services will be a key priority; parenting skills will improve; reduce court involvement for families referred for child protective services; fewer children will enter foster care as additional alternatives to removal will be available, while still ensuring that the child is protected; the length of stay for those children in substitute care will be reduced; services will be provided to the family in their home and/or local community; system barriers, such as transportation, child care, availability of treatment, etc. will be reduced; more effective and positive collaboration among service agencies will result; and an increased efficiency in using existing services; substance abuse treatment projects will occur; the developed multidisciplinary response will continue in providing services to substance abusing families whose children are in need of child protective services; and there will be a cost benefit will be shown.

Regional and National Relevance

The two primary components of the project which are of national significant are the Family Unity Model and the multiprofessional resources housed together at the same site and working as a team in responding to suspected abuse and neglect of children. Project Team integrates the highly successful Family Unity Model with a centrally located multidisciplinary team to provide ready access to various treatment and support services identified as necessary to protect children while eliminating family issues which place the children at risk for abuse and neglect.

The project's design will provide more services through a coordinated approach, and will allow services to be expanded to children at risk who currently are denied intervention until more severe abuse and neglect is reported. The project with its networking of resources, innovative service delivery, and enhancement of family strengths and resources can provide a model for the state and others to emulate.

Service Objectives - Project Activities

The primary objectives as outline on page 1 are to provide families with children who are at risk for abuse and/or neglect due to parental substance abuse with case management, immediate assessment, coordination of services, and treatment by a multidisciplinary team. The multidisciplinary team will provide individualized services for each family member's needs, while supporting the family unit. The multidisciplinary team will be accessible to families in Multnomah (Portland) and Lane (Eugene) Counties and will provide services, whenever possible, in the family home or in their local area. The service objectives and related activities for the three primary objectives and are listed together below:

Service Objective 1: Establish a support team consisting of family unification specialist, substance abuse specialist, public health nurse, and human services aide to provide assessment, consultation, advocacy, coordination, and monitoring of services.

Service Objective 2: Provide a Family Unity Model of services which helps families identify their own strengths and develop necessary support and resources from their relatives, friends, neighbors and the community to provide adequate protection for the children and support long term resolution of the substance abuse issues.

Services Objective 3: Establish linkages with existing community services and coordinate services with the representative from the various resources though team meetings and telephone contacts.

Service Objective 4: Provide immediate and comprehensive services to ensure protection to the children while reducing the need for and use of substitute care and/or court involvement.

Service Objective 5: Expand services to children currently not being served until their abuse or neglect situation becomes serious enough for child protective services to intervene.

Service Objective 6: Provide access to all necessary services to improve likelihood of family's success in resolving major issues of concern. This may include: transportation, child care, personal introduction to the service staff, ongoing pick-up and delivery until parents have established patterns of attendance, and the use of crisis intervention dollars to alleviate other barriers to treatment.

Service Objective 7: Through direct services provided by team members, eliminate current gaps which prevent rapid access to necessary treatments. This include substance abuse assessments, health care assessment, family unification services, ongoing linkages with multiple services required by individual families, tracking referrals of services to see that services are obtained, eliminate barriers to treatment, and maintain ongoing communication with the principle involved service providers.

Service Objective 8: Coordinate with additional service providers within the community to identify service gaps for these youth and their families; establish joint action plans to alleviate these gaps.

Service Objective 9: Provide counseling and other resources resources to help youth cope with the ongoing concerns associated with parental substance abuse.

Service Objective 10: Examine the multidisciplinary team model to determine its effectiveness, the number of children/families it can adequately serve at one time, length of needed involvement, problems involved in implementation and delivery of services, cost effectiveness, establishment of ongoing funding, possibility of implementing the team model throughout the state, and methods for disseminating information to other areas.

Benefits Expected:

Establishment of a multiagency team of key professionals to provide immediate assessment and home based intervention services to children of substance abusing parents in need of child protective services.

- Development of a multiagency team which offers assessments and coordination:
 - provides ready access to needed health and substance abuse assessments.
 - offers an innovative approach to help families resolve concerns which place their child at risk for abuse and neglect.
 - provides child protective services workers and other involved professionals with a broader base upon which to make decisions affecting the children and their family.
 - allows treatment and service needs to be assessed and provided quickly.
 - fills gaps currently existing in the communities.
 - improves linkages and coordination between agencies; removes duplication;
 - speeds service delivery to child and their families
 - improves family's access to treatment; simplifies the process for families
 - identifies service gaps; offers a mechanism for multiagencies to address those needs.
- Improved coordination among agencies:
 - simplifies the referral process among agencies.
 - increases communication among agencies; allows for joint planning, reduces manipulation.

- allows families to feel the support (and pressure) of multiple agencies working together for their well-being and the protection of their children.
 - improves the comprehensive nature of services to youth and their families.
 - improves tracking of services offered, which services were provided, and their impact upon the individual and family.
 - improves speed at which service plans can be adapted to meet the changing needs of the family.
 - improves information among agencies regarding their respective services and what are realistic expectations.
 - offers services necessary to help children to cope with the trauma of living with substance abusing parents.
- Implementation of a successful family unification model (Family Unity Model)
 - strengthens families, treats them with respect, improves cooperation from family members.
 - enhances family's support system; provides network of identified support people with specified responsibilities including steps to be taken if concerned for the safety of the children.
 - improves protection of children; maintains more children with their families.
 - improves family's functioning; shorten child protective services involvement with family.
 - increases the number of families which can be served.
 - Assessment of team model's ability to enhance services.
 - identify benefits of a team approach in working with families in need of child protective service.
 - identify needed modification in staffing, assigned duties, coordination within the team and with other community resources, and necessary organizational changes.
 - determine the optimum number of families which can be served successfully at one time.
 - identifies the length of time the team needs to be involved with individual families.
 - determines if team is able to either: serve more children, serve children faster, or be more successful with the children and families served.
 - determine the cost effectiveness of the approach; establish support for continuing the model.

Expansion of services to children currently not served.

- Offers services to children which otherwise would have been denied after assessment due to lack of available staff and resources.
- Provides additional children with protection and their families with needed services.
- The children need not experience more serious abuse and neglect before receiving services.
- Earlier intervention is expected to have a higher success rate, prevent additional children from being placed in substitute care, and improve the functioning of the families.
- Allow for preventative services including parent training, anger management, child development information, counseling, substance abuse treatment, stress reducing support services, etc.

Provision of services to support and better enable children to cope with the traumatic effects of living with substance abusing parents.

- Family Unity Model will provide children with a readily accessible, long-term natural support system in their community.
- Will assure a level of service responsiveness that will deter additional trauma.
- Will reduce barriers, assure access to broad range of potential treatment services for children to lessen the traumatic effects of living in a substance abusive environment.

Target Population

The target population will be children residing with substance abusing parents who are referred to the East Multnomah Branch of Children Services Division (Portland) and Lane County Children Services Division (Eugene) for investigation of child abuse and neglect allegations. The target population will include families referred for investigation which are: (1) substantiated as abuse or neglect and child protective services may or may not be mandated, and (2) cases which are not substantiated as abuse or neglect, but where there is a determination that the parents are suspected of substance abuse and the family require services in order to protect the children. Where services are not mandated, they will be offered to the family on a voluntary basis through the team.

Examples of criteria to be used for a parent to be considered substance abusing include: urinalysis of mother or baby positive for a controlled substance of alcohol at birth; urinalysis of mother positive during pregnancy; a child in the family is diagnosed as drug affected or fetal alcohol syndrome; the parent has an arrest or conviction history involving drugs or alcohol; documentation or reliable report of drug or alcohol abuse by an agency or family member; or parent admits to substance abuse.

The target population will include families with children from birth to age 17. Included in the target population in Portland are two referral categories for which Children Services Division, Multnomah County Alcohol and Drug, and the Health Department are especially interested in providing effective, early intervention: substance abusing teen parents and drug affected infants. These situations are frequently denied intensive services after an assessment until their situation deteriorates and child protective services becomes involved with a seriously abused or neglected child. The .5 staff position on the team will center attention on these families which otherwise are "closed" after assessment. This is an area where the agencies continue to see children seriously harmed due to a lack of earlier intervention. When drug-exposed infants were first identified, Children's Services Division was quick to respond as a member of a medical/child protective services response team. As the number of reported drug-exposed infants increased over 700% from 1985 to 1989, child protective services was limited to only the most severe situations. The others are referred with no follow-up. Those children whose parents move or refuse services from the referral source (usually the county health clinics received no services or protection until being reported as seriously abused or neglected. These children will be served under this project. Lane County emphasis varies from Multnomah County. Services providers note that there are extensive services for preschoolers, but a there exists a major void for children in the 6 to 12 years age range. Lane County will concentrate their services for this age of children.

Number of Clients to be Served

It is expected that between 125 and 150 families with 200 to 300 children will be served through this program each year.

Service Delivery - Process Description

Referrals will come to the agency in the same manner that they do now; i.e. through the intake screeners who receive the referrals from the general public, law enforcement, other professionals, family members, and the parents themselves. The attached schematic outlines the case assessment and management system and portrays the points at which the substance abuse treatment specialist, public health nurse, family unity specialist, and other service providers are involved with the family.

Screeners, who receive the referrals, frequently have questions when dealing with health and substance abuse issues. Some allegations appear to be legitimate health ailments. Since screeners generally do not have a medical or substance abuse treatment background, the addition of the public health nurse and the substance abuse component will greatly enhance the screener's ability to appropriately assess the urgency of the referral.

Following the child protective services screener's decision to accept the referral, it is processed according to policy. A caseworker (social services specialist) is assigned to assess the reported abuse or neglect situation. At this point in the referral process, the members of the support team may be asked to assist with eligible families. They may be involved before or after the workers initial contact with the family. The level of involvement may vary from providing consultation to participating with the investigative worker in assessing the family. Following the information gathering process, the child protective services investigative worker and support team members will immediately determine what activities are necessary. There are three basic options: open the case with voluntary participation, close the case and refer to other agencies as appropriate, or open the case with court involvement. Every effort will be made to begin working with the family on a voluntary basis.

The specialized team will be available to make an initial, informal assessment of the family's problems including substance abuse and the children's physical well being. The substance abuse specialist will be responsible for ensuring that a formalized alcohol and drug assessment is completed. This person will also be responsible for helping families find the most appropriate, accessible substance abuse treatment. The public health nurse assesses the family's health care needs, helps the family follow through with medical appointments, offers HIV education, if needed, makes referrals for other health services, and provides training in areas related to child development and age appropriate parent-child interaction. A family unity specialist helps the family identify and/or develop their strengths and resources required to resolve the concerns which resulted in child protective services being offered to the family.

Assigned team members support the family by supplying them with the most accurate information regarding family treatment, by assisting them in setting up appointments during the initial phase and helping to minimize any roadblocks in obtaining treatment. A human services specialist is available to transport clients to treatment appointments, counseling visits, and other needed necessary services. The substance abuse specialist, public health nurse, family unity specialist, human services specialist, and other involved specialists work with the child protective services caseworker in developing an initial service agreement with the family which outlines the services and expectations.

The multidisciplinary team supports children and their families by maintaining frequent, almost daily, contact with each family during the initial phases, developing individualized treatment plans, and aggressively seeking to motivate the family to succeed in their specific treatment program. The team actively facilitates access to treatment and rehabilitation services including: drug and alcohol treatment, parent training, and health care. This may include transporting the parent(s) to the service, introducing them to the providers, and continuing to provide this support until the parent(s) has established a pattern of attending. The team coordinates the delivery of services and tracks the parents' attendance and progress.

Families are helped to identify their strengths and develop a support system which increases the protection of their children from abuse and neglect. Only when the child continues to remain at a high level of risk will a petition be filed with the court in order to obtain the necessary protection for the child.

The team also assists families of substance abusers on a systems level by chairing an interagency team comprised of representatives from involved service providers, obtaining the cooperation of service providers to eliminate barriers to treatment, and facilitating communication between the various providers serving this population.

Situations where no issues of risk for child abuse and neglect are found will be closed with referral to other community agencies. Those families requiring child protective services will be offered

services and service plans developed with the help of pertinent team members and other involved professionals.

The caseworker uses the team to evaluate the type of intervention services which are needed by the family and by individual family members. Each will provide services in their areas of expertise. Team members level of participation may vary over the period services are provided. The level of involvement and types of services to be provided will be reviewed at regularly scheduled team meetings with the caseworker.

Project Team Involvement

Immediate Response Situations:

If time is available the investigative worker confers with available team members:

- consultation child protective workers can be provided whether or not the situation is one which the team will accept for services.
- obtain consultation on reported factors and special concerns, i.e. failure to thrive, etc.
- determine if situation is likely to be accepted by team; can ask members to accompany on initial investigation to assess family needs.

It is expected that many immediately response situations will result in the child protective services worker initiating an investigative contact with the children/family before team members are involved.

Non-immediate Response Situations:

This may include violent situations which were handled by law enforcement-particularly during the night and on weekends and the immediate response situations where initial contact has already been made with children/family by the investigative worker.

- Determine if family will be accepted by team, i.e. team has opening and family meets minimum eligibility requirements - determined by team leader.
- Schedule team meeting to identify team involvement.

Initial Team Meeting:

- Review information available regarding children and family.
- Identify needed team members involvement
- Identify known service needs and decide how they may be met.
- Determine additional assessments/involvement needed, i.e. family unification meeting, health assessments, etc.
- Establish plans for team members assessments
- Coordinate needed services - make assignments, involve other community resources in providing services.
- Establish tentative timelines; including reporting on assignments.

Ongoing Team Meetings:

- Review information available regarding children and family.
- Identify needed team members involvement
- Identify known service needs and decide how they may be met.
- Determine additional assessments/involvement needed, i.e.family unification meeting, health assessments, etc.
- Involve other community resources.
- Coordinate needed services - make assignments.
- Establish tentative timelines; including reporting on assignments.

Site Variation

There are slight variations between Multnomah and Lane Counties in order to address specific needs of each county. Both will have teams comprised of similar individuals, but Lane's primary team will be comprised of in-house specialists with the exception of the public health nurse. The primary team members will be the social service specialist assigned to investigate the alleged abuse or neglect, the substance abuse specialist, the public health nurse, and the family unity specialist. Lane County Children's Services Division already has a substance abuse specialist which facilitates the development and coordination of substance abuse treatment for families in need of protective services. The substance abuse specialist will act as the lead worker for the team. The family unity specialist is also the family therapist and will assume both responsibilities. Substance abuse assessments will be provided by the treatment facilities as this service is readily available to the team.

Staffing

Children's Services Division will serve as the primary administrator of the grant. There will be a program manager, project director and advisory committee providing administrative oversight. The program manager will be providing approximately 5% of her time. The current project director will provide 50% of his time, with the subsequent newly hired director being a .5 FTE whose total responsibility will be this project. Due to the size and complexity of this project, an advisory committee will be established to assist with project management by providing periodic reviews of the project and facilitating interagency cooperation. This committee will not have formal decision making authority but will have a strong role in assuring the success of the project. This committee will be co-chaired by the program manager and the project director. The advisory committee members will be contributing approximately 8 to 16 hours per month, depending upon the need. This group will provide periodic reviews and will assist with interagency issues.

The program manager role will be primarily limited to that of an advisory committee member and supervisor of the project director. The project director will assume responsibility for recruitment and hiring of key staff as needed, completion of interagency contracts, agreements, etc., finalization of the evaluation design, and more specifically maintaining the federal reporting obligations, and project movements according to the project task plan and time lines.

Managers of the involved agencies in each area will mutually establish procedures for resolving concerns which may arise during the coordination of service delivery. This may include the occasional meeting of agency supervisors or other management staff to review the program's progress.

A team leader will be appointed for each of the service teams. The team leader will insure local collaboration, as per interagency agreements, and will be responsible for the day-to-day operation of the project. They will maintain the records and data collection system necessary for operation and evaluation and will be an integral part of the direct service system as well.

The child protective services staff, the family unity staff, and the human services specialists will be the employees of Children's Services Division. Each team will have 1 FTE caseworker provided by the Children's Services Division. The caseworker will insure that the necessary formalities have been followed and will be available should additional intervention be necessary. CSD also will provide .5 FTE family therapist in Multnomah Branch and 1 FTE substance abuse coordinator.

The public health nurse (up to 1 FTE) in each county will be a contracted employee of their respective county health department and will be outstationed at Children's Services Division branch offices.

The substance abuse specialist in Multnomah county will be an employee of the contracted substance abuse treatment agency and also outstationed at the Children's Services Division branch office. The substance abuse treatment specialist in Lane County will be an employee of Children's Services Division. This variation for Lane County is due to the availability of a current staff person who has an exceptionally well established relationship with treatment providers.

Each site will also have a Human Service Assistant available to assist client families in the logistics of accessing local services, negotiating service barriers, tracking service delivery, etc. Part-time clerical staff will be provided by CSD provided as an in-kind service at each of the sites.

The selection of additional team members in each county will be made by the respective agencies.

Project evaluation will be completed by an outside contractor. The selected contractor will be supported by staff of Children's Services Division Research and Statistics Unit. The project evaluator will be responsible for the final drafts of all data collection tools; distribution and provision of training to all individual users of data collection tools in collaboration with the project director; systemwide data collection; statistical analysis; and production of final evaluation. This will be open to national organizations including child welfare league of America and American Humane Association, as well as local organizations or individuals.

Collaborative Efforts

The primary focus of this project is the collaboration with other agencies to develop a mini service network which is committed to providing immediate service responsiveness to the needs of families struggling with substance abuse problems. The entire proposal addresses the close working relationship and professional commitment to this project by the involved agencies.

Multnomah County Health Department will be providing: up to 1 FTE public health nurse, clinical supervision of the Public Health Nurse, coordination with two federally funded OSAP projects (ADAPT and START), and access to primary health care clinics and school based health centers for client families.

The Multnomah County Alcohol & Drug program will provide 4 services for this project, including: hiring an A&D specialist to complete A&D evaluations, determining appropriate treatment plans, refer for services, and monitor effect of services throughout the course of treatment; facilitating client access to the treatment services available under existing service contracts; monitoring program compliance with contract provisions; and acting as liaison between project Team and community A&D treatment providers.

Lane County CSD will be collaborating with two other agencies in the development of their service team. Lane County Health Department will provide one FTE public health nurse while Looking Glass Counseling Agency will provide one FTE Family therapist to provide both in-home and out-of-home counseling focusing on improving family functioning and developing on-going support systems within the clients eco-system.

Evaluation Methodology

Evaluation will focus on both process and outcome variables to describe and assess the project. In order to describe the population served by the project, forms and procedures will be developed to track delivery of services and measure results of intervention. A control group, consisting of families similar to those served by the project, will be used to compare project outcomes with outcomes observed in the non-project system.

Family and individual variables to be recorded at entry into the project include age, sex, ethnicity, education, family size and history, family composition, substance abuse patterns, prior history with protective services, history of out-of-home placements, and other known family stress indicators such as marital and employment status, criminal justice system involvement, etc. Potential family support variables include elements of potential or current affiliation with groups or organizations, current or previous health or social service providers available to help, and individual strengths and skills of family members.

Family and individual data will be used to describe the population served, and to explore relationships between population factors, program participation, and outcome variables. Data relating differences in program outcome to differences in client population characteristics could be used to help make adjustments in services and provide valuable insight regarding the particular strengths of the multidisciplinary model.

Process variables document the services delivered to each individual or family. Procedures will be designed and implemented to reliably track the nature of services provided, frequency and amount of services, and the individual or organization providing the service. Input from families and individuals served will be gathered to obtain the recipients' perspective on the effectiveness of the major aspects of the program, suggestions for improvement, etc. Forms or logs will be used to track client contacts by date, type of service, and provider. External service providers will supply this information in a manner agreed upon between the parties to avoid duplication of effort (i.e. the problem of reporting the same event to different systems in different formats). To the fullest possible extent, the same service tracking procedures will be used for the control group. This is necessary in order to measure process-related objectives of the project, such as reduced waiting time for substance abuse treatment, or increased participation in treatment and other activities for family unification.

Project outcome variables will be measured related to family unity, parenting skills, and substance abuse. A primary objective is to keep families intact or reestablish family unity as quickly as possible if removal of a child occurs. Health measures, such as results of prenatal care or training and assistance in provision for basic needs in cases involving child neglect, etc., will help document the contributions of the teams' public health nursing staff. Amelioration of substance abuse and other problem(s) is also an important indicator, since the probability of future success of the family is likely to be seriously jeopardized by ongoing untreated problems.

Family unity outcome variables include number of child removals during the CPS investigation/assessment phase, removals during treatment, length of stay in substitute care for children removed, additional "founded" abuse/neglect reports during and after treatment, and number of families remaining united at intervals during and after treatment. This data is maintained by the Children's Services Division's Integrated Information System (IIS).

Parent training in providing for basic health and other needs of children will be assessed with pre and post treatment administration of the N-CAST parent-child instrument. N-CAST provides data on parent-child interactions, allowing the team to identify strengths to build on and problem areas to address. Developed at the University of Washington and in use for more than a decade, the instrument is supported by a large body of normative data. Its use will serve both diagnostic and treatment effect measurement purposes.

Effects of substance abuse treatment will be assessed with the Oregon Office of Alcohol and Drug Programs' treatment intake and discharge form (samples attached). Changes in alcohol and drug use patterns, as well as frequently associated problems relating to employment, arrests, education, etc., can be tracked and tabulated with this form.

In the first year, the project team will be looking for observable results in the dimensions specified (family unity, parenting skills, substance abuse). Criteria to be used to evaluate results and impact will be established for the second and third years based on outcomes obtained in the first and second years. A clear indication that family unity was enhanced, health improved, and substance abuse reduced will be required to establish success in achieving the project's primary objectives. Other important outcomes which emerge from the project, some of which may not have been anticipated, and which may be favorable, unfavorable, or have both favorable or unfavorable aspects, will be described in evaluation reports and considered in the project's assessment of its effects and impact.

Evaluation results will be compiled and discussed with project staff at least quarterly. Control and project participant data will be used to assess whether delivery goals are being met and whether outcome effects are occurring as expected. Decisions taken based on this review will be documented and noted in subsequent reports.

Analysis of costs and benefits will be provided to determine whether the additional costs associated with the multidisciplinary, early intervention approach are offset by savings in other areas (e.g. contracted substitute care) and/or other benefits. Provision of a cost/benefit analysis will be stipulated in the Request for Proposal process leading to selection of an independent evaluator.

Second and third year objectives will be determined by evaluation feedback. Annual reports, and a final summary report at the conclusion of the project, will describe the project in detail, describing the families and individuals served, the nature, amount, and sequence of services provided, and indications of program outcome in the areas of family unity, parent skills, health issues, and changes in substance abuse behavior.

1 ✓
PLEASE PRINT LEGIBLY!

MEETING DATE

3/9/85

NAME

PAUL FRANK

ADDRESS

1415 SE 122

STREET

Portland OR 97233

CITY

ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM #

R2

SUPPORT

OPPOSE

SUBMIT TO BOARD CLERK

2/

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MEETING DATE 3/9/95
Cole

NAME DUANE COLE

ADDRESS 2205 NE COLUMBIA BLVD
STREET
PORTLAND OR 97211
CITY ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM # R2

SUPPORT _____ OPPOSE X
SUBMIT TO BOARD CLERK

3/
PLEASE PRINT LEGIBLY!

MEETING DATE 3-9-95

NAME SHADMAN AFZAL

ADDRESS 2205 N.E Columbia Blvd

STREET

PORTLAND OR 97211

CITY

ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM # R2

SUPPORT _____ **OPPOSE** ✓

SUBMIT TO BOARD CLERK

4 ✓
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MEETING DATE

3/9/95

NAME

Janet Hendry

ADDRESS

2205 NE Columbia Blvd

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Pld, OR

CITY

97211

ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM #

R2

SUPPORT



OPPOSE

X

SUBMIT TO BOARD CLERK

Resolution on arming

5/

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MEETING DATE

3-9-95

NAME

Chief Deputy Rod Engler

ADDRESS

Mul. Co. 510

STREET

CITY

ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM #

R2

SUPPORT

✓

OPPOSE

SUBMIT TO BOARD CLERK

6 /
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MEETING DATE

3/9/95

NAME

Dave Paul

ADDRESS

421 SW 5th

STREET

Portland

CITY

97204

ZIP CODE

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R-2

SUPPORT

OPPOSE

SUBMIT TO BOARD CLERK

1 ✓
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MEETING DATE

3-9-95

NAME

Nikki Finley

ADDRESS

2205 NE Columbia Blvd

STREET

Portland OR 97221

CITY

ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM #

R-2

SUPPORT

OPPOSE

SUBMIT TO BOARD CLERK

8/

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MEETING DATE 030995

NAME Jeff Snyder

ADDRESS DCC 119/358
STREET

CITY

ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM # R-2

SUPPORT ~~YES~~ **OPPOSE** ✓

SUBMIT TO BOARD CLERK

9 ✓
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MEETING DATE

3-9-95

NAME

JOE Deulacemink

ADDRESS

4945 NE 37

STREET

Portland OR 97211

CITY

ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM #

R2

SUPPORT

OPPOSE

SUBMIT TO BOARD CLERK

10 ✓
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MEETING DATE

3-9-95

NAME

TRACY DIGIACOMO

ADDRESS

2205 NE Columbia Blvd

STREET

Portland

97218

CITY

ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM #

22

SUPPORT

OPPOSE

SUBMIT TO BOARD CLERK

11 ✓
PLEASE PRINT LEGIBLY!

MEETING DATE

3-9-95

NAME

Sy Kornbrodt

ADDRESS

3810 NE FREMONT

STREET

PDY

97212

CITY

ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM #

A-3

SUPPORT

OPPOSE

SUBMIT TO BOARD CLERK

12/ ✓
PLEASE PRINT LEGIBLY!

MEETING DATE 8/9

NAME

Maggie Miller

ADDRESS

STREET

CITY

ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM #

R2

SUPPORT

OPPOSE

SUBMIT TO BOARD CLERK

13/ PLEASE PRINT LEGIBLY!

MEETING DATE

3/9/95

NAME

Ken Babick

ADDRESS

5602 SE Ancona Ct

STREET

Milwaukee

Or

97237

CITY

ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM #

R 2

SUPPORT

OPPOSE

✓

SUBMIT TO BOARD CLERK

14 ✓
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MEETING DATE

3/9/95

NAME

Allan Horde

ADDRESS

421 SE. 10th

STREET

Portland

CITY

97214

ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM #

R-2

SUPPORT

X

OPPOSE

SUBMIT TO BOARD CLERK

15/
PLEASE PRINT LEGIBLY!

MEETING DATE

3/9/95

NAME

Ed Gurgurich

ADDRESS

9200 S.E. McBrood

STREET

Milwauit, Ov.

CITY

ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM #

R2

SUPPORT

OPPOSE

X

SUBMIT TO BOARD CLERK

1b ✓
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MEETING DATE 3-9-95

NAME GREG COLLARD

ADDRESS 9200 SE McBRIDE

STREET

MILWAUKEE **CITY**

OR 97222 **ZIP CODE**

I WISH TO SPEAK ON AGENDA ITEM # R 2

SUPPORT _____ **OPPOSE** X

SUBMIT TO BOARD CLERK

17 ✓
PLEASE PRINT LEGIBLY!

MEETING DATE

3-09-95

NAME

Mike Leonard

ADDRESS

2849 NE 92nd

STREET

Portland

97220

CITY

ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM #

R2

SUPPORT

OPPOSE

SUBMIT TO BOARD CLERK

✓
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MEETING DATE

3/9/95

NAME

Mel Heagerty

ADDRESS

12240 NE Glisan

STREET

Portland

CITY

ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM #

R-2

SUPPORT

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OPPOSE

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SUBMIT TO BOARD CLERK

19 ✓
PLEASE PRINT LEGIBLY!

MEETING DATE

3-9-95

NAME

ALAN A. BORUCK

ADDRESS

1024 MAIN ST

STREET

OREGON CITY

CITY

OR 97045

ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM #

R-2

SUPPORT

OPPOSE

SUBMIT TO BOARD CLERK

80/✓

PLEASE PRINT LEGIBLY!

MEETING DATE

3/9/95

NAME

PAULA OATLEY

ADDRESS

412 SW 12TH

STREET

PORTLAND

CITY

ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM #

R2

SUPPORT

OPPOSE

X

SUBMIT TO BOARD CLERK

21

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MEETING DATE 3-9-95

NAME JAMES A. GERHARDT

ADDRESS Clachawan County Resident

STREET

WORK : 727 NE 24TH Portland, OK 97232

CITY

ZIP CODE

A F S C A E STEWART

I WISH TO SPEAK ON AGENDA ITEM # RZ

SUPPORT _____

OPPOSE _____

SUBMIT TO BOARD CLERK

Agenda No.: K-2

AGENDA PLACEMENT FORM

M E M O R A N D U M

TO: Board of County Commissioners

FROM: Joanne Fuller
Mid/East County District Manager

DATE: February 24, 1995

SUBJECT: Improving Safety in the Department of Community Corrections

REQUESTED PLACEMENT DATE: March 9, 1995

I. Action Requested

Approval

II. Background

The DCC Continuum of Safety Task Force was created by DCC in December 1993 to address all aspects of safety for DCC staff. The task force report was presented to the Board of Commissioners at a briefing on December 27, 1994. The DCC has begun implementation of many of the task force recommendations. The attached resolution outlines the next steps the DCC would take in implementation of task force recommendations particularly arming of DCC Probation and Parole Officers.

III. Financial Impact

The resolution before the Board instructs the DCC to develop an implementation plan for the task force recommendations. As this plan is developed, the financial impact of each piece of the plan will be defined.

IV. Legal Issues

There are several legal liability issues to be considered when arming employees. In addition to issues of law there may be risk management, employment and labor relations issues that must be addressed in the

implementation of the task force's recommendations. The resolution requires the DCC to review the implementation plan with County Management Support Services staff in order to address these issues prior to implementation.

IV. Controversial Issues

Arming of Probation and Parole Officers has been a controversial issue of debate around the country. There has been no formal research on the effect of arming Probation and Parole Officers, nor is there hard data to support one arming option as more appropriate than another option.

V. Link to Current County Policies

Improving staff safety is consistent with the County's goals.

VI. Citizen Participation

The Community Corrections Advisory Committee and the Community Corrections Citizen Budget Committee have received the report. They have been briefed on the report recommendations and on steps the DCC is currently taking to address staff safety.

VII. Other Government Participation

The resolution requires the DCC to work with County Management Support Services in development of an implementation plan. The DCC will also work with local law enforcement agencies, the Bureau of Public Safety Standards and Training and other community corrections agencies in implementation.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF MULTNOMAH COUNTY

In the Matter of Improving)
Safety in the Department of)
Community Corrections)

RESOLUTION

WHEREAS, the Department of Community Corrections Continuum of Safety Task Force met weekly from December, 1993 through July, 1994, to assess and make recommendations concerning the safety of all department staff; and

WHEREAS, the Department has taken the following implementation steps already:

- hired a Safety Coordinator
- funded safety equipment
- re-energizing site safety committees
- purchased new cage vehicles
- provided officers with new radio equipment

WHEREAS, many of the remaining recommendations of the Safety Task Force are supported by all stakeholders and can be implemented quickly and relatively inexpensively; and

WHEREAS, whether or how to arm parole and probation officers is an emotional and contentious issue and a potentially expensive issue for the Board and

WHEREAS, use of deadly force is the last step on the continuum of responses to dangerous situations and the County would lower the danger to the community and its own liability by ensuring that all employees are trained to competence in the steps on the continuum prior to use of weapons.

NOW THEREFORE, IT IS RESOLVED THAT, the Board of County Commissioners accepts the Continuum of Safety Task Force report and thanks its members for a careful and comprehensive study of the issue; and

THEREFORE, IT IS FURTHER RESOLVED THAT, the Chair, Liaison Commissioner, and Department Director will develop a plan which recommends options for consideration regarding the Task Force report. The plan should be completed following review of the recommendations by the management support service staff on issues related to labor relations, legal liability, risk management, and budget, but should be completed no later than August 1, 1995.

- * Elements of the implementation plan will include:
- making the process of arming to threat timely;
 - forming an armed Specialized Caseload for gang related offenders;
 - providing appropriate safety training for all employees;
 - creating standards for use of body armor;
 - adopting a policy forbidding employees from taking home their weapons unless armed for threat;
 - developing an assessment tool to determine potential for violence by supervised offenders and creating a specialized caseload to work with these offenders. The decision about arming this specialized unit will be made on or about October 1, 1995.

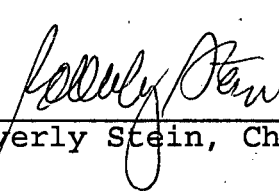
These elements in the plan will be implemented by January 1, 1996.

The implementation plan shall describe the steps to be taken on a two year timeline with corresponding costs. The plan shall include the recommendations made in the Task Force report including the arming proposal as an option at the end of the implementation period. However, prior to voting whether to implement the arming proposal made by the Task Force, the Board of County Commissioners shall evaluate the cost, nature of the population served, the functions of staff, and impact and effectiveness of the safety measures already taken. This Board of County Commission vote regarding arming will be on or about March 1, 1997.

ADOPTED this _____ day of _____, 1995.

MULTNOMAH COUNTY, OREGON

By


Beverly Stein, Chair

REVIEWED:

LAURENCE KRESSEL, COUNTY COUNSEL
for MULTNOMAH COUNTY, OREGON

By


RESOLUTION - 2 of 2

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF MULTNOMAH COUNTY

In the Matter of Improving)
Safety in the Department of)
Community Corrections)

RESOLUTION
95-44

WHEREAS, the Department of Community Corrections Continuum of Safety Task Force met weekly from December, 1993 through July, 1994, to assess and make recommendations concerning the safety of all department staff; and

WHEREAS, the Department has taken the following implementation steps already:

- hired a Safety Coordinator
- funded safety equipment
- re-energizing site safety committees
- purchased new cage vehicles
- provided officers with new radio equipment

WHEREAS, many of the remaining recommendations of the Safety Task Force are supported by all stakeholders and can be implemented quickly and relatively inexpensively; and

WHEREAS, whether or how to arm parole and probation officers is an emotional and contentious issue and a potentially expensive issue for the Board and

WHEREAS, use of deadly force is the last step on the continuum of responses to dangerous situations and the County would lower the danger to the community and its own liability by ensuring that all employees are trained to competence in the steps on the continuum prior to use of weapons.

NOW THEREFORE, IT IS RESOLVED THAT, the Board of County Commissioners accepts the Continuum of Safety Task Force report and thanks its members for a careful and comprehensive study of the issue; and

THEREFORE, IT IS FURTHER RESOLVED THAT, the Chair, Liaison Commissioner, and Department Director will develop a plan which recommends options for consideration regarding the Task Force report. The plan should be completed following review of the recommendations by the management support service staff on issues related to labor relations, legal liability, risk management, and budget, but should be completed and presented to the Board on August 1, 1995, in a briefing.

- * Elements of the implementation plan will include:
- making the process of arming to threat timely;
 - forming an armed Specialized Caseload for gang related offenders;
 - providing appropriate safety training for all employees;
 - creating standards for use of body armor;
 - adopting a policy forbidding employees from taking home their weapons unless armed for threat;
 - developing an assessment tool to determine potential for violence by supervised offenders and creating a specialized caseload to work with these offenders. The decision about arming this specialized unit will be made on October 5, 1995.
- These elements in the plan will be implemented no later than January 1, 1996.

The implementation plan shall describe the steps to be taken on a two year timeline with corresponding costs. The plan shall include the recommendations made in the Task Force report including the arming proposal as an option at the end of the implementation period. However, prior to voting whether to implement the arming proposal made by the Task Force, the Board of County Commissioners shall evaluate the cost, nature of the population served, the functions of staff, and impact and effectiveness of the safety measures already taken. This Board of County Commission vote regarding arming will be on or about January 1, 1997.

ADOPTED this 9th day of March, 1995.



MULTNOMAH COUNTY, OREGON

By

Beverly Stein
Beverly Stein, Chair

REVIEWED

LAURENCE KRESSEL, COUNTY COUNSEL
for MULTNOMAH COUNTY, OREGON

By

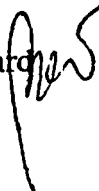
Phil DuBay
RESOLUTION - 2 of 2



Beverly Stein, Multnomah County Chair

Room 1410, Portland Building
1120 S.W. Fifth Avenue
P.O. Box 14700
Portland, Oregon 97204
(503) 248-3308

TO: Barry Crook, Budget and Planning Manager
Larry Kressel, County Counsel
Curtis Smith, Employee Services Manager
Ken Upton, Labor Relations Manager

FROM: Bev Stein, Chair of the Board 

DATE: January 19, 1995

SUBJECT: Review of the DCC Continuum of Safety Task Force Report

Recently, the Board was briefed by Tamara Holden on the report of the DCC Continuum of Safety Task Force. The introduction to the report explains that "the task force was not asked to address possible liability, labor negotiations, personnel management nor political issues..." Before the Board takes any action on this report, it is important to have an analysis of the implications of these recommendations from the perspective of the central management support organizations.

Enclosed is a copy of the report. Please review the report and identify any issues of concern to you regarding the possible implementation of any or all of the recommendations. For your information, the Department has already begun implementation of some of the recommendations that it had already anticipated in the preparation of its 1994-95 budget. However, the Department has not yet taken action to implement the arming recommendations contained in this report. I would appreciate receiving your comments by February 10th.

Among the questions that occur to me in reading the report are:

- 1) Do any of these recommendations need to be bargained? Are there any implications for current provisions of the existing labor agreements that would be affected by the implementation of any of these recommendations? Does the issue of who would own the safety equipment (the County or the employees) need to be addressed in a bargaining agreement and/or negotiated with Local 88?



- 2) Are there implications for the job classifications in these recommendations? Can all the duties and/or job requirements be assigned to the present classifications of employees? Are all classifications properly addressed in this report?
- 3) Are the activities/work assignments of the staff appropriate, given the safety risks perceived by the staff? What, if any, are the implications of changing the way DCC staff do their jobs (e.g., partners for high-risk home visits) in the personnel and labor relations arenas?
- 4) What would happen to employees who don't pass the physical and psychological exams which would be required for arming and might be required for other aspects of the POs' jobs? What would their options and the County's obligations be?
- 5) Similarly, what would happen to employees who can't train to a level of competence in all the interventions included in the continuum of force? What would be their options and the County's obligations? What are the liability issues associated with this issue?
- 6) What are the liability risks associated with these recommendations and how can they be addressed?
- 7) Are there management implementation issues that you think are critical to the success of any new safety provisions? The major pieces I see as needed are: establishment of relevant policies and procedures, development of training, comprehensive implementation of the required training and development of follow-up systems to address any problems. Are there others? What would you anticipate as the effect of the implementation process for an arming policy, for example, on the existing workload of the Department?
- 8) What would you estimate the unbudgeted cost of implementing these recommendations would be? How would they affect the funding issues the Board expects to be addressing in the 1995-96 budget year and beyond?

There may be other issues that you are aware of which need analysis as well. Please let me know what those issues are, when you respond to the questions included here. If you need additional information about the report, please feel free to contact Tamara Holden or Jean Miley, who chaired the task force. Thank you for your assistance.

Enclosure

c: Board of County Commissioners
Tamara Holden
Jean Miley

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Enclosure

c: Board of County Commissioners
Tamara Holden
Jean Miley



MULTNOMAH COUNTY OREGON

BEVERLY STEIN
COUNTY CHAIR

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MEMORANDUM

TO: Bev Stein, County Chair

FROM: Barry Crook, Budget and Planning Manager *bc*
Curtis Smith, Employee Services *CS*
Larry Kressel, County Counsel (by Steve Nemirov and Jacquie Weber) *JK*
Kenneth Upton, Labor Relations Manager *KU*

DATE: February 27, 1995

SUBJECT: Review of the DCC Continuum of Safety Task Force Report

You addressed a memorandum to us on January 19, 1995, subject as above, copy attached as Attachment A. As per a discussion with Maria Rojo de Steffey, the date of response has been extended and set as February 28. While the memorandum requested MSS staff remarks on technical issues, there are a few threshold remarks which we feel compelled to offer, given the importance of the decision in question.

- The key analysis and recommendation should be the Department's.

Our remarks are technical ones which may be helpful but certainly will not be dispositive of any judgement made regarding this matter. We all concur that the most important managerial judgement to be included in this decision making process is that of the DCC Department Manager. In the end, she is the one held responsible with respect to delivery of Community Corrections services. Certain of the questions below, particularly 3 and 7, are largely departmental in nature. In this memorandum, these questions have been responded to from an MSS perspective with an operational analysis left to the Department Director in any correspondence she may wish to direct to you.

- The key judgement in this case involves balancing community and organizational values in the face of great analytical uncertainty.

From a political and policy perspective, the most important decision to be made regarding the report clearly involves that of arming the Parole and Probation Officers (PPO's). This decision must be made in the face of what is from an analytical perspective the most telling finding of the Report:

"The task force reviewed a vast array of studies, articles and reports on the issue of arming probation/parole officers. After a thorough search, the task force was unable to locate any controlled studies which provided detailed and conclusive information on the effects of arming on the safety of probation/parole officers. However, many Department staff and task force members feel that as staff experience increased victimization and potential threat, being armed would provide them with one more option in a life-threatening situation." (p. 38, emphasis added)

AN EQUAL OPPORTUNITY EMPLOYER

One is thus faced with the dilemma of coming to a policy judgement for which there is no solid data base, but rather an array of feelings and perceptions which have to be weighed in a balancing test along with other community values.

- **The implications of relying on impressionistic data in drawing programmatic safety conclusions has significant implications for County-wide safety management and future decision making regarding such issues.**

The difficulty with any single department approach to safety issues is that it is inherently suboptimal, i.e., we are not asked what is the highest and best use of limited public funds for County safety purposes, but deal with issues in isolation from the broader context. For example, where do the Report's facility recommendations fit into County-wide facility issues and priorities? This issue of potential suboptimization of expenditures is critical when there is no data as to whether a problem exists and, if so, the extent of the problem. In the face of such uncertainty, a clear solution begins to drive an ill defined problem. One possible approach to such decisional environments would be to phase in the least expensive and least controversial elements of the Report recommendations with a periodic evaluation of progress.

Turning to the technical questions at hand:

1. **Do any of these recommendations need to be bargained? Are there any implications for current provisions of the existing labor agreements that would be affected by the implementation of any of these recommendations? Does the issue of who would own the safety equipment (the County or the employees) need to be addressed in a bargaining agreement and/or negotiated with Local 88?**

- **Do any of these recommendations need to be bargained?**

Probably not, although the tests for such mid-term bargaining obligations involve a "balance test" and are notoriously complex and subjective. In fact, the test was once referred to by Employment Relations Board (ERB) Member Patrick Mosee as a "tummy test." Having said this, Article 4, Management Rights, of the current Local 88 agreement has a specific reference to management reserving the right of "introduction of new equipment." This would appear to constitute a clear enough waiver of any bargaining obligation which might otherwise exist absent this language.

- **Are there any implications for current provisions of the existing labor agreements that would be affected by the implementation of any of these recommendations?**

There are no specific significant implications for the current collective bargaining agreement that would be affected by these recommendations. However, the question presupposes the current agreement and designation of bargaining unit. There was significant litigation involved in establishing the allocation of the Probation and Parole Officers (PPO's) to the Local 88 General Employees bargaining unit. The County prevailed in this litigation by convincing the ERB that PPO's were not police officers under the meaning of ORS 243.736(1), on the basis that PPO's were not responsible for "enforcing all criminal statutes." Given that the ERB accepted this as criterion, we were able to prevent the establishment of a separate, strike prohibited bargaining unit. Had such a unit been established, the terms and conditions of employment for PPO's most likely would have been established by unelected arbitrators. The implication for managerial control of the Probation and Parole function of the ERB's finding has thus been enormous. In that PPO's are already in Police and Fire PERS, expanding the use of armed PPO's makes relitigation of the underlying case at the Employment Relations Board (ERB) or the Court of Appeals,

based on a "change of factual circumstances," more likely. It has been the perception of Labor Relations and County Counsel that the desire for arming on the part of some PPO's has always been significantly motivated by issues related to a desire for a separate bargaining unit rather than being exclusively focused on safety.

- **Does the issue of who would own the safety equipment (the County or the employees) need to be addressed in a bargaining agreement and/or negotiated with Local 88?**

To the degree that the County imposes obligations on employees to have certain equipment, we are obligated to supply it. If we wish to deviate from this principle, it would have to be bargained. Whatever practice is established should be in consultation with the Office of the Sheriff to ensure that there are not adverse implications for relationships with other bargaining units.

2. **Are there implications for the job classifications in these recommendations? Can all the duties and/or job requirements be assigned to the present classifications of employees? Are all classifications properly addressed in this report?**

These questions are all addressed in tandem, since they are clearly interconnected. The Safety Report implies that arming is an improved safety tool but provides no supporting data. There is no indication that underlying responsibilities would be substantially changed. In many ways this case would thus be parallel to that of Civil Deputies, who were armed by the Sheriff but who received no immediate upgrade in pay or classification. Local 88 did, however, press for a pay upgrade and Police and Fire PERS for Civil Deputies during the 1992 bargaining season. Short of bargaining, there is a reclassification procedure included in Article 22 of the Local 88 Agreement, administered by Employee Services, which provides a comprehensive process for examining reclassification requests and establishing pay rates for any such classifications which might result. It should be added that other recommendations, such as those regarding pepper mace, involve staff in classifications other than that of PPO. The analysis with respect to the classification process, however, is the same. It is our current judgement that reclassification would not be warranted by any recommendations stated in the Report.

3. **Are the activities/work assignments of the staff appropriate, given the safety risks perceived by the staff? What, if any, are the implications of changing the way DCC staff do their jobs (e.g., partners for high-risk home visits) in the personnel and labor relations arenas?**

- **Are the activities/work assignments of the staff appropriate, given the safety risks perceived by the staff?**

This is in part an operational question best left to the Department Director, but from a classification perspective it is largely irrelevant. For example, sending two PO's to a high-risk home may reduce risk, but the duty to visit homes remains as a responsibility, and thus the change in the activity would not affect classification.

- **What, if any, are the implications of changing the way DCC staff do their jobs (e.g., partners for high-risk home visits) in the personnel and labor relations arenas?**

No specific results have been identified, e.g., classification change, but to the degree management implements operational procedures which also make the environment seem safer for staff,

such changes are positive for general labor relations. Such actions indicate that management is listening to needs and concerns and responding when deemed appropriate.

4. **What would happen to employees who don't pass the physical and psychological exams which would be required for arming and might be required for other aspects of the PO's jobs? What would their options and the County's options be?**

For the entire continuum of force, the Report is silent on the issue of the potential need for initial and ongoing physical and psychological fitness evaluations. If one presumes the recommendations on page 42 of the Report, then the result would be that arming would in substantive part be optional for existing PPO's. As long as this were the case, there would most likely not be any layoffs simply because of the inability of an individual to be armed. Any affected employee would presumably just be transferred to a non-armed position. This does raise the specter of "partially qualified employees," which can become administratively burdensome. For example, currently PPO's are flexibly reassigned based on organizational needs. Restrictions related to arming make such reassignments cumbersome at best.

To the degree that arming became more widely compulsory, as the result of any future policy change or designation of a large number of positions as meeting "the criteria for highest risk to officer safety," then the matter would become legally and organizationally more complex. There would be potential age discrimination, Title VII, and other legal claims if there was an attempt to force this process, or to lay off employees who were otherwise qualified.

From a labor relations perspective, given either an optional or mandatory approach, the County has the contractual right to change job content even when the results are adverse. This is not, however, a recipe for positive labor relations when viewed from a relationship perspective. From this perspective, it would clearly be wise, as discussed above, to make a good faith effort to avoid any layoffs.

5. **Similarly, what would happen to employees who can't train to a level of competence in all the interventions included in the continuum of force? What would be their options and the County's obligations? What are the liability issues associated with this issue?**

Answering this question fully would require a study by our DCC personnel analyst in cooperation with the Department to identify the various competencies required in all the interventions. However, this question is equivalent to asking, "What happens if any employee can't do his/her job?" The answer to the question depends upon whether the situation is permanent or transitory, whether the specific employee is trainable, and whether the County determines that all intervention competencies are "essential duties" as that term is used by the Americans with Disabilities Act. Depending upon our answers to these items, a particular employee could be retained, transferred, reassigned, demoted, or possibly terminated. The key point is that the answer would most certainly not be the same for every PPO; individual variations would require case-by-case consideration.

6. **What are the liability risks associated with these recommendations and how can they be addressed?**

- **Workplace/site safety.**

Many of the recommendations in the Report address workplace/site safety issues, and do not raise significant liability issues. However, given what appears to be the still rising cost of workers'

compensation claims, if employees are significantly at risk at the workplace, workplace/site safety issues are extremely important.

- **Facilities.**

The Report does not state that the current facilities are unsafe, but simply that safety could be improved. Therefore, if management decides to implement the recommendations, the facility improvement recommendations (including ergonomics and equipment) may be implemented over time without significant liability risk. There are currently no OSHA standards for ergonomics. The DCC facilities appear to be in compliance with OSHA standards for facilities. (See discussion of expenditure suboptimization in the introductory remarks of this memorandum.)

- **Policies and Procedures.**

The fact that the Department does not have comprehensive written policies and procedures reflecting the current policies and practices within the Department is of concern from a liability perspective. The majority of the lawsuits County Counsel defends involve issues of judgement by individual employees. The defense of these lawsuits can be significantly less burdensome if the Department has consistently applied and enforced written policies and procedures to guide individual judgment. This is true whether the Department is defending a civil action brought by a member of the public or an employment-related case.

- **Arming.**

The most significant liability issues arise with the recommendation regarding arming. Lawsuits involving the use of firearms by criminal justice personnel (usually police officers) arise in the context of excessive use of force. Paramount in the defense of such cases is training. Personnel who carry firearms in their official capacity must be appropriately trained and physically and psychologically qualified in all aspects of the continuum of use of force, and the training must be kept current. Policies and procedures regarding use of force, particularly use of firearms, must be in place and must be consistently enforced.

There is no data in the Report, nor are we aware of any data, that arming PPO's will increase the County's liability in terms of the number of cases filed for excessive use of force, nor that arming will increase PPO safety. However, there is clearly the potential for increased liability any time a person is armed, as the nature of the potential for severe personal injury rises exponentially.

A related issue from an employment perspective is raised by current employees who may not be able to pass the physical requirements of the training. As discussed earlier, there may be Americans with Disabilities Act implications surrounding reasonable accommodation in this area. Is use of a firearm and the requisite physical training truly a minimum qualification for being a PPO? In addition, it is possible that the added responsibilities and requirements of arming will result in an increase in workers' compensation stress claims. Whether such claims are successful or not, there is a cost associated with processing and defending them.

7. Are the activities/work assignments of the staff appropriate, given the safety risks perceived by the staff? What, if any, are the implications of changing the way DCC staff do their jobs (e.g., partners for high-risk home visits) in the personnel and labor relations arenas?

Other than as discussed in this memorandum elsewhere, response to this question is best left to the Department of Community Corrections.

8. What would you estimate the unbudgeted cost of implementing these recommendations would be? How would they affect the funding issues the Board expects to be addressing in the 1995-96 budget year and beyond?

Responsive to these interrelated questions, Shaun Coldwell, Budget Analyst, Budget and Quality Office, prepared a financial analysis memorandum of the cost implications of the Report recommendations (see full memorandum attached as Attachment B). The financial impact of her analysis of the recommendations made in the "Report of the Continuum of Safety Task Force" can be viewed in two categories: recommendations that have been implemented and the costs built into the DCC operating budget; and recommendations that have not been implemented and the costs are currently unfunded.

- **Recommendations Budgeted for 1994-95 and 1995-96**

The costs of the recommendations that have been made so far are listed in Appendix D of the Report. These recommendations have been funded in 1994-95 budget and in the 1995-96 baseline budget request.

Training, additional ergonomic equipment, and additional smaller pieces of equipment will be included in the 1995-96 expense, along with the ongoing Safety Coordinator position.

- **Recommendations Not Budgeted for 1994-95 and 1995-96**

One of the outstanding issues that will have cost implications is the issue of arming for Probation/Parole Officers. The recommendation made in the report is a combination of mandatory arming for all new PPO's; mandatory arming for some current PPO's, based on assignment; and optional arming for other current PPO's.

The costs associated with psychological exams, training for proficiency in using weapons, range testing, cost of weapons and ammunition, and other associated costs are currently being estimated at between \$100,000 to \$200,000 one-time-only, and \$40,000 annual costs.

Costs associated with implementing the recommendations concerning work site safety are less clear, although some work has already been done to remodel currently occupied facilities to address some safety issues.

The potential financial liability for the County as a result of implementing some of the recommendations, particularly the issue of arming Probation/Parole Officers, cannot be specified at this point for reasons discussed earlier in this memorandum.

Concluding Remarks

We trust the above remarks are responsive to your questions and concerns. We all have somewhat different perspectives regarding the wisdom of pursuing all or certain of the recommendations contained in the Report, as well as to whether other alternatives are possible. (See, for example, Curtis Smith's attached memorandum, Attachment C, suggesting a researched-based approach.) Even our cursory review suggests, however, that factual analysis will not dictate an outcome. The decisions, particularly

Bev Stein, County Chair
February 28, 1995
Page 7

as regard the sensitive issue of arming, inherently requires a somewhat subjective balancing test of facts, analysis, values, and community vision. In approaching this particular decision, it must be kept in mind that other categories of employees involved in the criminal justice system also have plausible claims regarding arming and that this decision should be placed in that context. The above signed and other MSS staff are available to render any further assistance you may require in working through this important and difficult decision process. We reiterate, however, our initial remark that the key managerial judgement in this matter should be that of the Department of Community Corrections.

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Attachments

c w/attachments: Tamara Holden

MEMORANDUM

TO: Ken Upton, Labor Relations

FROM: Shaun Coldwell, Budget Analyst
Budget & Quality Office

SUBJECT: DEPARTMENT OF COMMUNITY CORRECTIONS
REPORT OF THE CONTINUUM OF SAFETY TASK FORCE

DATE: February 23, 1995

As requested by the Chair's Office, I have reviewed the Report of the Continuum of Safety Task Force, with a view toward cost implications.

Recommended Safety Expenditures

The costs of the recommendations that have been made so far are listed in Appendix D. These recommendations have been funded in 1994-95 budget and in the 1995-96 baseline budget request. The recommendations made to fund the Safety Coordinator position, chairs, ergonomic tables, radios and related equipment, ASP batons, peppermace, body armor, handcuffs with cases, duty belts, replacement cars, training equipment, gloves and jackets are included in this year's programmatic costs.

1995-96 will represent year 2 of the implementation of the Appendix D recommendations. DCC believes at this time that they will be able to fund the year 2 costs within their baseline budget. Training (\$30,000), additional ergonomic equipment (\$10,000), and additional smaller pieces of equipment will be included in that expense, along with the ongoing Safety Coordinator position.

Arming of Probation/Parole Officers

One of the outstanding issues that will have cost implications is the issue of arming for Probation/Parole Officers. The recommendation made in the report is a combination of mandatory arming for all new PPO's; mandatory arming for some current PPO's, based on assignment; and optional arming for other current PPO's.

The costs involved in this issue can be broken down into the following categories:

Psychological Exams

Prospective PPO's now undergo psych exams to determine their appropriateness to serve as a Probation/Parole Officer. The new aspect of the job would require an additional component of the exam to determine appropriateness to carry a firearm. For all new

hires, the arming issue can be worked into the current psych exam for no additional cost. However, there will be a \$300 cost for each exam for those current employees who will be carrying a firearm. There are approximately 150 PPO's and PPO Supervisors. Maximum liability for this cost would be \$45,000.

Training

The recommendation calls for training for firearms familiarization for all PPO's and training to assure proficiency in using weapons for all armed PPO's. The firearms familiarization training is to enable the officer to deal with any weapons that offenders might be carrying. This training is already being provided and the cost is built into the baseline budget.

Training for proficiency in using weapons is currently being explored. One option that DCC is currently exploring is reflected below. The training will probably require a 3 day course (1 day of classroom studies, 2 days of range work), and follow up range work over several weeks to reach proficiency. DCC has staff who would be qualified to teach this course, but the department would need funding for backfilling those positions. It is estimated that a full time in-house trainer could be used for the first year, and a part time trainer for the following years. The estimated cost would be \$60,000 in personal services for year one and \$30,000 a year thereafter.

Other options to using in-house staff would be to contract with BPST for trainers, or contract with the Sheriff's Office to provide trainers.

Range Testing

The recommendations call for all armed officers to qualify at a firing range three times a year. The Sheriff's Office currently requires range qualifications of twice a year, but DCC feels that since this is a new program and untested for PPO's, they feel that a more conservative approach is appropriate.

There are several options for range testing facilities, and the department feels confident that a cooperative agreement with local law enforcement agencies can be arranged for minimal or no cost to the County.

Weapons and Ammunition

The report recommends following industry standards, which call for staff to purchase their own firearms within the range of department approved firearms. The Sheriff's Office also requires its armed officers to purchase their own weapons out of a choice of options outlined by the department. An estimated cost for these firearms with holsters is \$500 each for an overall cost for 150 officers of \$75,000.

In addition to these firearms, it is probable that the department will need to keep 5-6 "loaners" on hand to cover situations such as down-time for maintenance of firearms, a loan to a new PPO who has not yet purchased their own weapon, or in the event that a

firearm is involved in an incident and is confiscated pending investigation. This will be a cost to the department of \$3,000.

DCC will be required to purchase the ammunition carried by PPO's, and the ammunition used during training and range testing. This ammunition will be centrally located, and rotated so that it is used before the shelf life expires. An estimate of \$10,000 annually would cover ammunition for three range tests per year for each PPO. An additional cost of \$40 per officer would cover the costs for the training period.

Gun Lockers

Each Probation/Parole Officer would require a gun locker to be sited in the office they report to. The costs would be one-time-only, and would include \$50 for each locker plus installation in the location, for a total cost of \$8,000.

Administrative Overhead

There will be some increase in the administrative responsibility that accompanies these changes, including processing and tracking concealed weapons permits, tracking training schedules and range testing certifications, and development of a database to handle that information.

Other Potential Costs

There are other costs which are not easily quantified at this point, but which can be expected as a part of the costs of implementing the safety program.

Work Site Safety

The recommendations listed in the report identify several strategies for working toward work site safety, such as "...evaluate and develop strategies to address and minimize the safety risks that exist in each new program or location." Several specific facility related considerations are listed to address safety concerns. Current policy within DCC is that when a new location is being considered for program operations, the safety ideal is taken into consideration, and any remodeling to meet that ideal is done before moving in.

Several locations have already been remodeled to meet the problems associated with situations where arrests are effected. *(For example, the costs for modifying arrest exits, installing security windows, installing key lock sets and electric latches, installing relights in interview rooms, and installing speaker systems in the NE and East District offices, totalled \$5,500.)* The Women's Transition Center, the West District, SE District, and NE District Offices have already been remodeled to address this problem.

The problems encountered in other facilities cannot be fixed by a remodel of the existing facility.

- The Mid County District Office is currently looking for other shared space, since the current location is in a 2 story building, and therefore cannot be accommodated to meet the ideals for effecting arrests.
- The Intensive Case Management unit is looking for space, and is located temporarily in the Mead Building. The mix of public and offenders in this building make it unsuitable for an arrest situation.
- The Diagnostic Center, in the Justice Center, is sandwiched in between Sheriff Administrative Offices and District Attorney offices. They receive some support from Sheriff's personnel in that location, but the location cannot be converted to conform to the ideal.

Multnomah County Liability

The potential for the liability the County could incur by implementing these recommendations, in particular the arming of Probation/Parole Officers, cannot be measured at this point. However, it seems probable that there is a liability either by implementing the recommendations in the report, or in not implementing the recommendations.

Summary

If the recommendations made in the report are implemented, the unbudgeted costs could be as much as \$122,000 one-time-only, or \$197,000 if the County purchases the firearms and holsters. These costs may be spread out over a number of years.

Ongoing costs not currently built in to the DCC baseline would run approximately \$40,000.

cc: Tamara Holden
Barry Crook
Susan Kaeser

**MULTNOMAH COUNTY OREGON****BEVERLY STEIN**
COUNTY CHAIR**EMPLOYEE SERVICES**
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& CENTRAL STORES**(503) 248-5111****2505 S.E. 11TH, 1ST FLOOR**
PORTLAND, OREGON 97202**M E M O R A N D U M****TO:** Ken Upton, Labor Relations Manager**FROM:** Curtis Smith, Employee Services Manager**DATE:** February 15, 1995**SUBJECT:** Alternative Policy Option under the DCC Continuum of Safety Task Force Report

Here's an alternative which may get most of the Report's non-controversial recommendations going, but legitimately buys us some time on the key issue of arming.

Statement of the Problem. Reasonable professionals can differ on matters of professional opinion, as the Continuum Report so well indicates. The Report reveals there are no research data to provide guidance for arming or not arming parole and probation officers (PO's). So what's a manager to do? If we arm the PO's, we incur significant new costs and upset those PO's who don't want to be armed. If we don't arm the PO's, we avoid the costs, but will probably experience continuing pressure from staff who truly believe that they should be armed. In the meantime, it is probable that both the Board of County Commissioners and the public are split on this issue.

Possible Policy Approach. We might use this dilemma as an opportunity for the County to take leadership, both locally and nationally, to help Corrections professionals move from opinion to factual evidence. Why not collaborate with some foundation interested in law and order and a local university to do the first definitive piece of research to find out if arming, in fact, makes a difference? For example, we might select four branch offices with relatively similar clientele, and arm the PO's at two of the branches, but leave the PO's at the other two branches unarmed. Then we'd track DCC incident reports over a two or three year period. In the meantime, the Department could be developing and implementing the Report's other recommendations, such as policies, procedures, training, safety activities, etc. Then, as the capstone to implementing the Continuum Report, the research derived from the two study groups could be reviewed to determine if the cost of arming makes a significant difference. (In the meantime, our liability exposure would have been limited by the fact that we were conducting research to validate the arming recommendation.)

Perhaps the very act of participation in the research project, and the mutual discussion of the outcome could help our Corrections Department professionals reach greater agreement as to whether or not the cost of arming makes a significant difference. If it does, then we could much more easily defend the additional costs both to the public and to any remaining staff who are unconvinced.

***REGULAR MEETING
MARCH 9, 1995
R-2***

***Proposed Substitute RESOLUTION to be considered for Item R-2, Submitted by
Commissioner Tanya Collier.***

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Improving)
Safety in the Department of)
Community Corrections)

RESOLUTION

WHEREAS, the Department of Community Corrections Continuum of Safety Task Force met weekly from December, 1993 through July, 1994, to assess and make recommendations concerning the safety of all department staff; and

WHEREAS, the Department of Community Corrections has committed to implementing all of the safety recommendations made by the Safety Task Force with the exception of the arming of Parole and Probation Officers; and

WHEREAS, after a comprehensive review of department specific and industry-wide data, the Safety Task Force reached consensus that parole and probation officers should be armed because:

- . the workload is severe;
- . the potential for violence towards probation/parole officers doing field work and arrests is great;
- . the work done in probation/parole offices can also be dangerous; and
- . it is difficult to accurately classify offender risk for officer victimization; and

WHEREAS, the Task Force constituted a Team that carried out its assignment in a thorough and responsible manner, identified issues that impede safety in the workplace, and made thoughtful recommendations for increasing safety in the workplace;

NOW THEREFORE, it is resolved that, the Board of County Commissioners accepts the "Continuum of Safety Task Force Report" chaired by the Multnomah County Risk Manager and thanks the task force members for a thoughtful and comprehensive study of the issue; and

THEREFORE, it is further resolved that the Department of Community Corrections will implement the recommendations as quickly as possible in accordance with the timeline and priorities in the "Continuum of Safety Task Force Report."

ADOPTED this 9th day of March, 1995.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

County Chair Beverly Stein

REVIEWED:
LAURENCE KRESSEL, COUNTY COUNSEL
for MULTNOMAH COUNTY, OREGON

By John L. DuBay

MAR 7 1995

Standard

TV & APPLIANCE

4804 S.E. Woodstock
Portland, OR 97206
(503) 777-3376
FAX (503) 777-9875

March 6, 1995

Ms. Tanya Collier
Multnomah County Commissioner
1120 SW Fifth, Room 1410
Portland, OR 97205

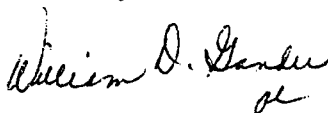
Dear Ms. Collier:

I am appalled to learn that the Community Corrections Continuum of Safety Task Force Plan could be delayed for as long as two years before it is implemented. Do we have to lose or maim an unarmed parole or probation officer before his or her co-workers are allowed to carry a firearm for self-protection? Or does the County need a lawsuit because one of its employees was seriously injured or killed because he or she could not reasonably protect himself or herself?

An extensive study has taken place; every county in the State with only two exceptions (Multnomah being one) are allowing, encouraging, or requiring PO's to be armed; the majority of Multnomah County PO's want the right to carry firearms. Times have changed drastically in the past few years. More and more criminals and their associates are carrying firearms or have them readily available in their homes and cars. They are not afraid to use them. For their own protection, all parole/probation officers need to have the ability to carry a firearm while doing their job.

It is time to stop doing costly, delaying studies. Go directly to the PO's, if necessary. Ask them to draw up guidelines. It is ludicrous to delay implementing the 1994 Task Force Plan any longer. To delay a vote on optional arming of all PO's until 'on or about March 1, 1997' is totally inappropriate. As a business owner and chairperson of the Woodstock Neighborhood Association Crime and Public Safety Committee which has spent many hours working on the Comprehensive Plan for this neighborhood, I have heard of many hair-raising situations and been directly involved in others. In fact, several years ago I purchased body armor and secured a weapons permit to protect myself and my family when threatened by an offender (former employee) supervised by a parole/probation officer working in Multnomah County. We cannot wait until we lose an officer. Every Multnomah County Commissioner needs to vote for immediate adoption of this plan and work to allow PO's to be armed as quickly as possible.

Sincerely,



William D. Gander
President

pgl



U. S. Department of Justice

National Institute of Corrections

Washington, DC 20534

Commissioner Tanya Collier
Multnomah County Commissioner, District 3
1120 SW Fifth Street, Suite 1500
Portland, Oregon 97204

March 1, 1995

Dear Commissioner Collier:

It was a pleasure to speak with you this morning regarding a very important issue to you in Oregon and indeed to all in our nation, that of staff and officer safety. I have reviewed the "DOC Report of the Continuum of Safety Task Force" dated July 1994. I was impressed with the attention to detail and the obvious concern for the safety of probation officers and their difficult role in the criminal justice system. I found the report to be accurate in content and balanced with the concerns of arming for those who do not wish to carry a firearm.

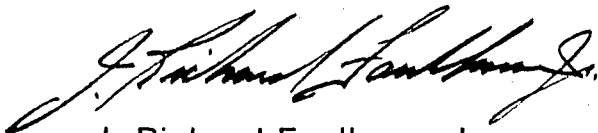
While I personally would prefer to see a mandatory policy, it appears that this report covers mandatory arming for new officers and optional arming in a very practical manner. I am aware of many agencies that have adopted the same practice of optional arming. I might add that officers that are not armed are not excused from making arrest. They are required to have armed officers present, but they do not stay in the office and send out others to do what is often called the "Dirty Work."

As was identified very clearly in the report this is a difficult job and one that has changed with the times. This change has required probation and parole offices that have maintained a cultural of assisting criminal offenders to feel that arming will effect their approach to providing the social services that they provided in the past. There is in my view an

excellent study on this very issue that clearly demonstrates that when an officer is armed he or she still provides the high quality of social services that officers in the same office that are not armed. As stated in the report the firearm is a "tool" for officers and will not alter the services that are mandated by the court or their department.

I hope that my comments and observations will be of assistance to you. The Institute does not take a position with regards to arming or not arming probation and parole officers. This is a local issue and whatever decision is made the Institute will support with technical assistance if needed.

Yours truly,

A handwritten signature in cursive script, appearing to read "J. Richard Faulkner, Jr.", written in dark ink.

J. Richard Faulkner, Jr.
Correctional Program Specialist

202-307-3106 ext. 138
FAX 307-3361



MULTNOMAH COUNTY OREGON

DEPARTMENT OF COMMUNITY SERVICES
PAROLE & PROBATION SERVICES DIVISION
SOUTHEAST DISTRICT
421 S.E. 10TH AVENUE
PORTLAND, OREGON 97214-1379
(503) 248-5051

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

February 28, 1995

Tanya Collier
Multnomah County Commissioner District 3
1120 SW Fifth St. Suite 1500
Portland, OR 97204

Thank you for asking my opinion. You obviously share my appreciation for the staff who work on the line level, and give their safety top priority.

The "Report of the Continuum of Safety Task Force" reflects a comprehensive review of issues determined to be important in addressing safety in the Multnomah County Department of Community Corrections. The changes in corrections, both in Oregon and nationally, are reviewed in the report, concluding that the risk is increasing for probation and parole officers, especially in the field.

The Primary assumption for arming appears to be that it will increase safety, and/or decrease risk. I note that on the bottom of page 37 of the Report it says, "After a thorough search, the task force was unable to locate any controlled studies which provided detailed and conclusive information on the effects of arming on the safety of probation/parole officers." An accidental discharge, an offender taking a weapon from an officer, or other inappropriate discharge of a firearm are added risks.

Opinions on this issue vary, even among experienced probation and parole officers. The recommendations reflect the difficulty of reaching consensus in this area. In my opinion arming for threat and specialized units are the most appropriate options for safety. I believe mandatory arming for new probation/parole officers is definitely not appropriate. Surely we want experience in probation and parole to be a high priority in considering safety. The safety record for experienced probation and parole officers is excellent. No equipment can

substitute for that training, which includes learning to recognize threatening situations, skill in defusing potentially hostile, volatile offenders, knowing when to leave, how to plan and prepare for various contingencies. Experienced probation and parole officers with proper training, and appropriate equipment are our best safety measures.

Most of the "limitations" identified for some of the arming options that were considered appear to be resolvable. For example, the cumbersome process mentioned for "Arming for Threat" could be streamlined considerably. The most significant limitation described for specialized armed units was that it is hard to identify offenders who are the most serious risk. In my opinion, mandatory arming, especially new probation/parole officers would not address this problem and, in fact, might increase the problem.

An armed probation and parole officer has at least as much need to identify high risk offenders as one who is not armed. Training is needed, whether armed or not, in the use of verbal skills, when to back off, and other areas to lower risk and increase safety.

In all the recommendations, whether for arming, or other areas covered in the report, staff safety is a high priority. Training on when to use equipment, how to use it, and its limitations is essential. Staff's perception of safety and the Department's response to concerns are very important. Some of the details for each recommendation may not apply as well to some work sites as others. On the whole, the recommendations appear to be flexible enough to allow safety to be a top priority.

I believe safety is not a static issue, but one that needs consistent review and input from all staff. As we receive feedback from staff regarding the recommendations in the report, we will increase awareness and improve our ability to implement safety practices that staff can support and feel confident in.

Sincerely,



Allan Hovde
Multnomah County Community Corrections Supervisor
481/MTSE



MULTNOMAH COUNTY OREGON

DEPARTMENT OF COMMUNITY CORRECTIONS
PAROLE AND PROBATION DIVISION
PORTLAND BRANCH SOUTHWEST
412 S.W. 12TH AVENUE
PORTLAND, OREGON 97206
(503) 248-3136 FAX (503) 248-3239

BEVERLY STEIN
COUNTY CHAIR

MARCH 6, 1995

Tanya Collier
Multnomah County Commissioner District 3
1120 SW Fifth St. Suite 1500
Portland, OR 97204

Thank you for asking for my input regarding Section IX, Arming, of the Report of the Continuum of Safety Task Force.

I am personally familiar with seven of the nine members of the Task Force, having worked with them as long as 24 years, in many work sites and functions, in committees and projects as well as routine work. I feel that the members represent a good cross-section of the Multnomah County Department of Community Corrections. Further, I appreciate the fact that the Task Force spent more time and energy working on the Task Force Report than was originally anticipated.

The exposure to relevant information regarding arming was comprehensive, and the discussions of raw data provided insights which led to the conclusions in the report. I believe that this is a rational and appropriate approach. I do not have anything to add which would supercede the report.

Again, thank you for asking for my input.

Sincerely,

Chris Havelka
Multnomah County Community Corrections Supervisor
162/MTSW



OREGON STATE POLICE OFFICERS' ASSOCIATION

3787 River Road N. - Suite B
SALEM, OREGON 97303
(503) 393-6535 • 1-800-503-BEAR
FAX (503) 393-6542

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PRESIDENT
DOUG HOFFMAN
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REGION IV
WAYNE L. COURTS
REGION V

February 27, 1995

Ms. Tanya Collier
Multnomah County Commissioner, District 3
1120 SW Fifth Street, Suite 1500
Portland, Oregon 97204

I am writing to you in response to your letter dated February 23, 1995 with reference to the arming of parole and probation officers.

I have reviewed Section IX, Arming, and find, in general, that the policy has had a lot of thought placed into it. With respect to the RECOMMENDATIONS section I have the following comments.

I have some concern with respect to psychological testing. One can go to several different psychologists and get a different opinion from each one. I am not saying this is a wrong thing to do, but I do seriously question the validity of such testing. Why have a two hour rule? If parole and probation officers are to be trained and trusted to carry weapons, then as long as they are on duty they should be allowed to carry them. With the criminal element they must deal with each day, being in the office certainly is no more a safeguard against wrong doing than if they were/are in the field.

Parole and probation officers are an important and integral part of the criminal justice system. They are tasked with keeping track of and making sure that parolees are complying with probation. A good example of how parolees do not follow the law, is the recent shooting of Trooper Lisa Boe and an Explorer who was riding with her. I would not want to be a parole and probation officer in today's society without being armed.

Thank-you for giving me the opportunity to respond. Should you have any questions please feel free to call me.

Sincerely

JAT Botwinis

Jim Botwinis

LINCOLN COUNTY



Department of COMMUNITY CORRECTIONS

547 S.W. 7th Street
Newport, Oregon 97365

Phone 265-8851

February 28, 1995

Tanya Collier
Multnomah County Commissioner, District 3
1120 SW Fifth St., Suite 1500
Portland, OR 97204

Dear Commissioner Collier:

I have read your county's publication concerning public safety and I specifically focused upon the issue of arming your parole and probation officers. I was certainly impressed by the professional quality of this product and found it to be substantive in discussion of the complex issues relating to offender supervision.

At this point in time I find myself having been in the corrections system for some 33 years and having personally experienced three life threatening situations, all of which occurred within the past 2 ½ years, while assisting parole and probation officers in Lincoln County. Times have changed and our county has elected to arm our officers. The transition occurred in a very positive atmosphere with full acceptance by other components of the Criminal Justice System, the media, and especially by citizens believing our role, in assuring public safety, merits self protection.

I fully support the recommendation as outlined and commend you and your staff for your efforts.

If I can be of further assistance, please feel free to call at 265-8851, Ext. 20.

Respectfully yours,

A handwritten signature in black ink, appearing to read "Frank J. Tullius", is written over a horizontal line.

Frank J. Tullius, Director
Lincoln County Community Corrections

FJT/s

cc: File



PORTLAND POLICE ASSOCIATION

808 S.E. 19th Avenue
Portland, Oregon 97214

JEFF BARKER
PRESIDENT

LEO PAINTON
SECRETARY-TREASURER

March 3, 1995

Ms. Tanya Collier
County Commissioner, District #3
1120 SW 5th, Room 1500
Portland OR 97204

Dear Commissioner Collier:

The Portland Police Association has long been a supporter of allowing Parole and Probation Officers the right to carry firearms. We believe in this day and age being unarmed puts the officers at great risk of physical harm.

In reviewing the material you sent, I still support that position. If you do choose to arm your officers, I would recommend you purchase the weapon, as it is a piece of safety equipment and part of the employer's obligation is to provide workers with appropriate safety equipment. Also, you would be able to select one gun which would make it easier for training and maintenance.

I'm sure BPSST or the Portland Police Bureau Training Division could give you the latest information on the frequency of training necessary to make the officer's proficient and to protect yourselves from a liability standpoint.

Arming your employees is an important decision. Your workers are among the best in the state. They are responsible individuals, and if you choose to arm them, they would be of even more assistance to the police than they are now.

Sincerely

Jeff Barker
President
Portland Police Association

JB:ps
p&parms.let



DEPARTMENT NUMBER 2
(503) 248-3214

DISTRICT COURT OF THE STATE OF OREGON
for MULTNOMAH COUNTY
1021 SOUTHWEST FOURTH AVENUE
PORTLAND, OREGON 97204

WILLIAM J. KEYS
JUDGE

March 3, 1995

Honorable Tanya Collier
Multnomah County Commissioner
District 3
1120 S.W. Fifth St., Suite 1500
Portland, OR 97204

Dear Ms. Collier:

I have reviewed Section IX, Arming, of the DOCC's "Report of the Continuum of Safety Task Force" and agree with all of the recommendations.

Very truly yours,

WILLIAM J. KEYS
DISTRICT COURT JUDGE

FEB 28 1995

Multnomah County Deputy Sheriff's Assn.



12240 N.E. Glisan St. • Portland, Oregon 97230

(503) 255-3600

February 27, 1995

Tanya Collier
 Multnomah County Commissioner, District #3
 1120 SW Fifth St., Suite 1500
 Portland, Oregon 97204

Karl Hutchison
 President

John Ingram
 Vice President

James McNelly
 Secretary/Treasurer

Dear Commissioner Collier,


I have reviewed the Department of Community Corrections "Report of the Continuum of Safety Task Force." I can understand the Board's concern over such an issue as is raised in Section IX, ARMING. As you are well aware there are a multitude of considerations when discussing the implementation of such a policy change in an established organization.

I agree with the basics of the report's fourteen recommendations with these additions:

- ◆ Implementation of Departmental Policy and Procedures regarding firearms.
- ◆ Firearms qualifications held semi-annually with minimum score required.
- ◆ Department issue protective vests for officer's safety, and policy for when use is mandatory, this offers best "spur of the moment" defense developed to date.

An employee's personal safety is paramount to creating a safe and productive work environment. Parole and Probation field and office workers have an extremely high risk profession. Speaking as an experienced Public Safety employee of 22 years, I would adamantly argue that a policy be adopted to allow and support the arming of parole and probation officers.

On behalf of the MCDSA, I want to thank you for requesting input on this matter. I hope that you will continue to utilize the MCDSA as a resource for similar projects. Please contact me should you have any additional questions.

Sincerely,

 Karl Hutchison
 President, MCDSA

Post-It™ brand fax transmittal memo 7671		# of pages ▶
To: COMMISSIONER Collier	From: KARL HUTCHISON	
Co. DIST. # 3	Co. MCDSA	
Dept.	Phone # 797-1837	
Fax # 248-3093	Fax # 231-7829	



Feb 1 1995

MULTNOMAH COUNTY OREGON

DEPARTMENT OF COMMUNITY CORRECTIONS
PAROLE AND PROBATION DIVISION
MULTNOMAH BRANCH DIAGNOSTIC CENTER
1120 S.W. 3RD, #358
PORTLAND, OREGON 97204
(503) 248-3081 FAX (503) 248-3086

BEVERLY STEIN
COUNTY CHAIR

February 28, 1995

Tanya Collier
Multnomah County Commissioner
District 3

Dear Commissioner Collier:

Reference is made to your letter of February 23, 1995, asking that I review the report of the Continuum of Safety Task Force, with particular attention to Section IX, Arming, and submit my opinion to you in writing. Please let me be clear that I am pleased to do so, but you should be aware many of my views are not shared by my current administration, and I cannot represent anything but my own perspective on this topic.

I shall attempt to be as brief as possible, since I have authored volumes of material on the subject, and could spend considerable time really trying to do it justice.

You should know just a little of my background. I believe I may be uniquely qualified to offer informed comment, since I have been a deputy sheriff, federal agent, police chief, and parole & probation supervisor. Additionally, I have taught law enforcement firearms for the Lane County Sheriffs Office, US Army Criminal Investigation Division, US Secret Service, Federal Reserve Police and am a senior staff firearms instructor with the Oregon Police Academy. My criminal justice experience dates to May, 1965.

With regard to the task force report, I have been favorably impressed with the entire content, and particularly with the careful and methodical manner in which the committee charged with its preparation went about researching, analyzing and applying information from a broad and apparently very open-minded perspective. I wholeheartedly support their findings and conclusions, and feel they are long overdue. I am particularly concerned, however, that there exists strong motivation among a few powerful individuals to delay the implementation of these recommendations. I believe the delays will be masked as "careful and deliberate assessment and planning", while the real motivation is to attempt to prevent the arming piece from ever becoming a reality.

This brings my attention to the area I believe you are most interested in hearing about, that is, the arming issue. My opinion regarding Section IX of the report is as follows.

I consider it particularly well written and well conceived. The issues are clearly very real ones, and present a daily threat to the safety of our sworn officers in the field.

I believe it understates one very important issue. Only occasionally is the particular offender we attempt to contact in the field found to be alone. He or she may be new to supervision, or accustomed to our procedures. Our officers represent law enforcement authority, and are known to have the power to return an offender to secure custody. It is of little consequence what the officer thinks or intends, when contacting an offender. The most important, and most commonly overlooked factor, is what the offender thinks or intends. He/she has often committed new crimes, and has no idea whether the parole officer approaching him is aware of these activities. This gives him/her a motivation to fear being deprived of freedom, and consequently, a greater incentive to flee or use force to avoid arrest if this is the case. Even more important are the associates who are frequently in the immediate area when we make contact. Some of them are wanted, and they see us as "the law". Many hold us in the same contempt they hold the entire criminal justice system, and this is a potentially dangerous situation for an officer to be in without sufficient protection. The officer needs training in these hazards, and needs the tools to meet whatever force may be brought to bear against him/her.

I disagree only with the "two hour rule", as stated in the report. This, I believe, evolved with the state's policy to pacify some of those opposed to arming. In reality, proper firearms handling/retention/concealment techniques are all that is needed in the office setting, where threats can be just as significant as in the field. I am concerned officers will be timed closely, and will tend to secure their weapons because of a clock, rather than because it is reasonable and prudent to do so under the circumstances. This increases the risk of leaving the office in a hurry, and forgetting to recover the weapon before leaving.

There was no discussion in the report regarding types of weapons. Again, the state made what has become a typical error in deciding all state officers would have to carry exactly the same type of firearm. From a practical standpoint, there is simply no justifiable reason for this. Safety considerations make it imperative an officer be comfortable and confident with the weapon selected, and have a high degree of proficiency with it. Just as no single shoe size will fit everyone, neither will one particular firearm, because of differing hand sizes, finger lengths, web-to-fingertip ratios, etc. Neither is one particular caliber something that should be made a universal requirement. (There was good reason for caliber standardization in the 1950's, but no longer.) Firearms should be of a particular quality and workmanship, with a range of acceptable manufacturers specified. Similarly, calibers should be within a range of those suitable for the job. Nothing more, nothing less. (I now recommend 9mm to 45ACP as a practical range for our department.)

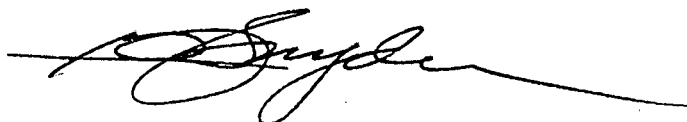
Training was well covered in the report, but it cannot be overemphasized. Technical proficiency with a firearm is of little value, if the safe handling, retention, legal and moral issues involved are not made an integral part of such training. A well-trained, armed officer, will be the best prepared to de-escalate and/or avoid potential problems with firearms. Our current arming practices, I believe, are a disaster waiting to happen, because we require only qualification. Although some have had the opportunity for some real training, others have

merely had to demonstrate they can hit a target 75% of the time. From a risk management point of view, this is incredible.

Lastly, I recommend careful consideration of the policy being adopted regarding the requirement that parole officers obtain concealed weapons permits, the same as any untrained citizen, because of the interpretation that they are not "peace officers" after 5:00pm or before 8:00am. The process for obtaining the permits was legislated to ensure citizens passed some basic familiarization requirements, and a background check before being allowed to carry a concealed weapon. Our officers are sworn peace officers, and as such are exempt from statutes that restrict the carrying of concealed weapons. The time involved in going through the process, and the repetitive expense of about \$60 per officer, is an unnecessary expense to the County and serves no practical purpose.

I appreciate your willingness to explore these important topics, and would be glad to offer anything further that will assist.

Yours truly,

A handwritten signature in black ink, appearing to read "Jeff Snyder", with a long horizontal line extending to the right.

Jeff Snyder, Supervisor
Multnomah County DCC/Parole & Probation
119/358

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
PROBATION OFFICE

ROBERT B. LEE
CHIEF PROBATION OFFICER

COLUMBIA CENTER
701 FIFTH AVENUE, SUITE 3040
SEATTLE, WASHINGTON 98104-7016
(206) 553-7435

REPLY TO:
UNION STATION COURTHOUSE
1717 PACIFIC AVENUE, ROOM 1310
TACOMA, WASHINGTON 98402
(206) 593-6304

February 28, 1995

Tanya Collier
Multnomah County Commissioner
District 3
1120 SW Fifth St., Suite 1500
Portland, OR 97204

Dear Ms. Collier:

Thank you for your letter of February 23, 1995, requesting my personal input regarding the recommendation of arming Probation and Parole Officers. I apologize for the delay in responding as I just returned from Louisiana and Kansas where I have been providing safety training. Like Oregon, many other agencies are concerned with the growing safety issues confronting Community Corrections personnel.

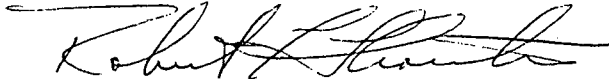
As you indicate, the issue of arming officers is a highly emotional one. However, I believe the issue can best be addressed when we put emotions aside and look at the job tasks required of Community Corrections personnel. That goal has effectively been addressed by your Task Force. As I review the programs provided by your Community Corrections Department, and the resulting job tasks involved, it is apparent that many of the officers' activities involve law enforcement functions such as gang supervision, arrests, searches, and transporting of offenders. Obviously they are law enforcement functions, and thus it is my feeling that officers performing these functions should be afforded the same safeguards provided to law enforcement officers.

When we look at the average law enforcement officer, it is interesting to note that approximately fifty percent of their contacts involve some type of "public service" contact as opposed to contact with convicted offenders. However, as we all know, they are provided numerous safety tools such as radios, soft body armor, chemical agents, impact instruments, and of course firearms. Community Corrections officers, however, know that when they report to work, almost one hundred percent of their contacts are going to involve people that are convicted offenders, many with a history of violence. However, the Community Corrections field has been the last to address this reality and provide the tools necessary to assist the Community Corrections officer in performing their tasks safely.

Tanya Collier
February 28, 1995
Page 2

I support and applaud the fourteen point recommendation outlined on pages 42 and 43 of the Safety Task Force Report of July, 1994. Obviously a lot of time and energy has been given by numerous dedicated staff to addressing this sensitive topic. In your recommendation, you appropriately address both the physical and psychological evaluations that need to be made to determine an officer's ability to safely carry, retain, and use a firearm and also address the issues of officers who do not wish to carry a firearm, providing a vehicle by which they can continue their employment in the Community Corrections field but not in a manner that will jeopardize their safety, the safety of co-workers, or the community. I am sure that many other agencies around the Country will be looking to you for advice and input as they address this important and controversial subject.

Sincerely,

A handwritten signature in cursive script, appearing to read "Robert L. Thornton".

Robert L. Thornton
Sr. U.S. Probation Officer

RLT:dw

MEMBER GROUPS

Assoc. of Oregon
Correction Employees

Albany Police
Officers Association

Bend Police Association

Clackamas County
Peace Officers Association

Coos Bay
Police Officers Association

Deschutes County
Sheriffs Association

Eugene Police
Employees Association

Federation of Oregon
Parole and Probation Officers

Grant County Police
Officers Association

Hillsboro Police
Officers Association

Lake Oswego Police
Officers Association

Marion County
Law Enforcement Association

McMinnville Police Association

Milton-Freewater
Police Association

Milwaukie Police
Employees Association

Multnomah County
Corrections Officers Assoc.

Multnomah County
Deputy Officers Association

Oregon City Police
Officers Association

Oregon State Police
Officers Association

Polk County
Deputy Sheriff Association

Portland Police Association

Port of Portland
Police Association

Portland Police Commanding
Officers Association

Redmond Police Officers Assoc.

Roseburg Police
Employee Association

Salem Police Employee Union

Springfield Police Association

Tualatin Police
Officers Association

Washington County Police
Officers Association

Winston Police
Department Association

MAR 2 1995



OREGON COUNCIL OF POLICE ASSOCIATIONS

2026 N.W. Sunberry • Roseburg, OR 97470 • Phone/Fax (503) 672-8384

February 27, 1995

Commissioner Tanya Collier
Multnomah County Commission
1120 SW Fifth St., Ste. 1500
Portland, Oregon 97204

Dear Commissioner Collier,

Thank you for your letter of February 23rd and for providing the Oregon Council of Police Associations (OCPA) the opportunity to address the issue of arming Parole and Probation officers.

I did review the information you provided in the DOC Report on the Continuum of Safety Task Force. It is an extensive review of problems faced, and provides reasonable recommendations for addressing those problems.

The report adequately details the increased dangers faced by parole and probation officers (Pg. 36 & 37). Because of recent trends, including the release and monitoring requirements of violent criminals, increased protection of officers becomes a necessity. The protection issue is morally required through employer responsibility to its employees, as well as being mandated by law.

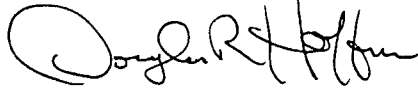
Because of the legal mandates, and due to the trends and documented parameters that exist (what I refer to as the industry standards), there is no doubt that the arming of officers is required as a safety issue. Firearms are used strictly as a defensive weapon, for the protection of officers and citizens.

While there are stated concerns about arming officers which the report addresses, the overriding information provided shows that a severe safety issue does exist. Arming officers, as well as providing other safety equipment and

training, is necessary and meets the test of safety mandates reasonably required as determined by acceptable industry standards.

The OCPA strongly supports the increase of officer safety practices and procedures, to include training, equipment provision, and firearms carry by Parole and Probation Officers.

Respectfully,

A handwritten signature in black ink, appearing to read "Douglas R. Hoffman". The signature is fluid and cursive, with the first name "Douglas" being more prominent and the last name "Hoffman" following in a similar style.

Douglas R. Hoffman,
President
OCPA

R-2 Regular Meeting
3-9-95 Handout #2

Corrections COMPENDIUM

Volume XX, No. 2 The National Journal for Corrections February 1995

Probation Officers: Cops or Counselors?

By Darrell Bryan

From 1980 to 1990 the United States experienced unprecedented growth in the use of correctional sanctions. Prison and jail populations expanded from 450,000 to one million. Probation and parole caseloads tripled from one million to 3.1 million persons during the same period. Probation remains the sentence of choice for judges, while parole reflects the supervision mode for the majority of persons released from incarceration.¹

In 1993, there were approximately 231 incidents of violence against parole/probation officers. These incidents of violence included verbal threats, attacks by offenders' dogs, bomb threats, physical assaults and resisting arrests; one parole officer was shot in the hand by a parolee. There were no reports of parole/probation officer fatalities in 1993, but one federal probation officer was killed by a client in 1986 (see pages 4-5). With expanding caseloads and increasing incidents of violence,

probation and parole agencies are facing some of their most demanding challenges in the 1990s. There are those who argue that probation and parole agencies should authorize their officers to carry firearms in response to these challenges.

The issue of probation officers and firearms is directly tied to the question of the role of probation officers: are they counselors or cops? Historically, a probation officer's job has been divided into two categories, casework and law enforcement. As a counselor, the

probation officer assumes the role of a therapeutic agent whose primary mission is to help the offender solve social and psychological problems. The counseling mission of probation has its roots in the rehabilitative objectives of sentencing.² The probation officer-counselor is an agent who provides assistance to the probationer in meeting the requirements of his/her court order

The arming of probation officers may change both public & professional perceptions about the role of the probation officer...

Continued

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Probation Officers: Cops or Counselors?

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and in achieving positive personal and social adjustments through behavioral changes.

In contrast to the counselor, the law enforcer's primary mission is to ensure community safety by scrutinizing an offender's activities for compliance with the conditions of probation and abstinence from further criminal acts. At the extreme, the "cop" probation officer is responsible for the arrest and detention of a probationer who has violated the conditions of his/her probation.³

Some experts argue that the probation officer is either a cop or counselor, but cannot be both. All types of problems arise from unclear organizational mission statements and this adds to the conflicting roles of the probation officer. An organization that is unsure of its role is unlikely to be very effective.⁴ In 1979 Paul Keve conducted a two-part survey concerning the arming of probation and parole officers. Keve's research led him to the conclusion that an agency's operational philosophy — case work or control — has the most influence on whether or not officers prefer to carry firearms. He warned that mixed messages from a department could cause problems.⁵ Keve did not advocate the arming of officers, per se, but suggested that each agency's philosophy be made clear. Thus an agency must focus on either law enforcement or treatment and develop a gun policy consistent with its philosophy.⁶

While probation professionals may indicate that one goal orientation (enforcement or rehabilitation) is dominant within their department, we know very little about how probation professionals believe the probation system ideally *should* be. Community supervision officers, who previously had supported reintegration and rehabilitation as the goal of community corrections, have shifted their attitudes towards the direction of enforcement and protection.⁷

Changes in probation officers' views of enforcement as their primary role is especially significant in view of public sentiment, which appears to favor enforcement and surveillance as the goal of the adult probation system.⁸ This change is argued to affect employment practices — you hire those who can be trained in firearms instead of social services, and the whole agency begins to change.⁹ This fear was illustrated during the 1970s-80s as Georgia hired more

and more ex-police officers and retired military personnel — especially from the military police ranks — as parole officers.¹⁰ This shift in hiring practices was attributed to Georgia's hiring of many young college graduates who carried firearms because they liked the status symbol — the power — that a gun exhibits, not because they feared for their lives.¹¹

Those who believe that probation officers should be allowed, or even required, to carry firearms have argued that probation officers must maintain direct contact with offenders to verify their behavior and monitor their attitude, physical, mental, and emotional conditions. This can mean visiting them in violence-prone neighborhoods, serving warrants and rearresting them without police support.

Paul W. Brown claims that much of the available research reinforces what many probation and parole officers have known for years: many officers want the right to carry firearms. Brown claims that a favorite saying of officers who are not authorized to carry firearms is that they would rather be judged by 12 than carried by six.¹² This mentality is supported by California's experience in arming parole officers. Prior to California's authorization of parole agents to carry firearms, California agents frequently either resisted fulfilling their enforcement duties or carried firearms in violation of agency policy.¹³

This notion is reinforced by a survey of probation officers conducted by Richard Sluder. Sluder found that 59 percent of the probation officers surveyed supported the idea of being given the option to carry a firearm while working. The only significant factor affecting opinions on this item was work orientation; those who supported provisions for the optional arming of probation officers expressed much higher levels of agreement with law-enforcement-type caseload management strategies than those who were opposed to the idea. There were also indications that both female officers and those with higher levels of education were less likely to support such a requirement. Sluder's findings indicated that there was a professional tolerance, if not personal acceptance, of firearms as a necessary tool in the probation officer's tactical arsenal. Tolerance could be seen in the majority of officers who supported optional arming, but that tolerance dissipated quickly when the option became a requirement.¹⁴

Sluder's research showed that 80 percent of the officers surveyed would comply if they were required to carry firearms, even though a majority was clearly

Probation Officers: Cops or Counselors?

Continued From Page 2

opposed to doing so. The mandatory or optional arming of probation officers may change both public and probationer perceptions about the role of the probation officer, whether armed or not. Sluder suggests that officers who have difficulty accepting the presence of firearms may present a danger to themselves or others.¹⁵

In conclusion, it appears that present research identifies a dual goal system as important in carrying out the mission of probation. While enforcement may some day overtake rehabilitation and emerge as the primary goal of probation, this is not likely to happen in the near future. The history of probation has a foundation which is firmly embedded in a tradition of helping the offender, a tradition which is not likely to be easily replaced. However, with officer and public sentiment starting to shift to the role of enforcement, there are indications that probation and parole officers have a significant interest in

carrying firearms, and many are either authorized to carry firearms or do so in violation of law or policy.

NOTES:

- ¹ H. Goldstein, *Probation and Parole Directory* (1992).
- ² R.D. Sluder, R.A. Shearer, and D.W. Pottis, "Probation Officers' Role Perceptions and Attitudes Towards Firearms," *Federal Probation* 52, no. 2 (1991):4.
- ³ Ibid.
- ⁴ W.D. Burrell, "Supervision of Probationers," *Field Officer Resource Guide* (1994): 31-32.
- ⁵ P.W. Brown, "Guns and Probation Officers: The Unspoken Reality," *Federal Probation* 54, no. 4 (1990): 21.
- ⁶ Ibid., 22.
- ⁷ T. Ellsworth, "Identifying the Actual and Preferred Goals of Adult Probation," *Federal Probation* 54, no. 2 (1990): 11-12.
- ⁸ Ibid.
- ⁹ R. Welch, "An Emotional Issue: Guns for POs?," *Corrections COMPENDIUM* 14, no. 9 (December 1989): 5.
- ¹⁰ Ibid.
- ¹¹ Ibid.
- ¹² Sluder, Shearer, and Pottis (1991): 4.
- ¹³ Brown (1990): 22.
- ¹⁴ Sluder, Shearer, and Pottis (1991): 4.
- ¹⁵ Ibid.

Survey Summary

Parole & Probation Officer Profile

This month's Corrections COMPENDIUM survey has a dual purpose. The first part of the survey asks: who are parole/probation officers? how are they selected? how are they trained? and what do they earn? The second half concerns the use of firearms by POs: what states authorize POs to carry firearms and how often do POs actually use firearms to defend themselves?

WOMEN PAROLE/PROBATION OFFICERS

Female probation officers outnumber their male counterparts in Canada — in Quebec there are almost twice as many women serving as probation officers than men. In nine provinces, 678 (53 percent) of officers are women and 613 (47 percent) are men.

Among the U.S. systems that could provide data on the gender of officers, 59 percent of parole/probation officers are male and 41 percent are female. This is a significantly high percentage of women, considering that other corrections professions have a strong male majority among employees. Only 17.92 percent of corrections officers, for example, are women.¹ The high percentage of women in parole/probation does not, however, indicate that men and women hold equal power in the field. In New York state there were 1,052 parole officers as of September 1994, earning between \$39,257 and \$48,557 annually. Of those 1,052 officers, 34.8 percent were female. Among senior parole officers — earning \$45,976 to \$56,455 — only 13.9 percent were women. Thus more men earn top salaries.

SALARIES & CASELOADS

Parole and probation agencies have high eligibility requirements for new officers, and the average salaries reflect the education and training expected of POs. The salary of a parole/probation officer in the U.S. ranges from \$18,752 for a starting officer in Maryland to \$56,455 for a senior parole officer in New York. Provincial probation salaries in Canada range from \$32,000 to \$56,969 and federal parole agents earn \$37,929 on average.

Monthly caseloads vary quite a bit between parole and probation agents in the U.S.: 76 for parole officers, 153 for probation officers, and 101 for officers who handle both probationers and parolees.

FIREARMS

No Canadian POs are authorized to carry firearms. Among U.S. systems that responded to the survey, 70 percent have state laws² allowing probation or parole officers (or both) to carry firearms. In California and Indiana, probation officers' authorization to carry firearms does not come from state law but rather from county or departmental policies which can differ within the state. All states with state laws authorizing POs to bear firearms have departmental authorization as well, though sometimes with restrictions.

Most parole/probation officers can elect to carry a gun or not, depending on personal preference. Where state and

departmental law authorize POs to carry firearms, 64 percent of departments make it voluntary for officers and 24 percent of systems mandate that officers carry one. Twelve percent of systems have voluntary policies *except* under specified circumstances: for example, Louisiana's POs are required to carry their firearms in arrest and transportation situations and it is mandatory for POs in Utah to carry a gun when making home visits.

Although many states have authorized their POs to carry firearms on the job, there have been few incidents of POs discharging those weapons. Among all the respondents, a total of just three incidents were reported in which officers fired at clients. Pennsylvania reported that no shots were fired, but officers did draw their weapons to take control of dangerous situations. In 1993, one parolee was shot and killed by a corrections officer after the client had shot at and wounded his parole officer who was serving a parole violation warrant.

For more information about parole and probation officers, please refer to the survey tables.

¹ "Correctional Officers: Survey Summary," *Corrections COMPENDIUM*, 19, no. 9 (September 1994):8.

² In the case of the Federal Probation and Pretrial Service System, the United States Judicial Conference policy authorizes federal POs to carry firearms.

PLEASE NOTE: *This survey was sent to DOCs and parole/probation agencies in the U.S. and Canada in Sept. 1994. Agents handle both parole and probation cases in some states, while officers specialize in one of the two in other jurisdictions. Since the organization of parole and probation in the United States varies state by state, so do the responses. Forty-six U.S. systems (including the Federal Probation and Pretrial Service System) responded in some way to the survey: 27 states combined data for both parole and probation officers, 12 states responded with separate data for parole and probation agencies, five states responded for probation alone and two states responded for parole alone.*

Canadian provinces direct probation, and the federal system is responsible for parole officers throughout the country. Nine provinces and Correctional Services of Canada responded to the survey.

By Amanda Wunder

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF MULTNOMAH COUNTY

In the Matter of Improving)
Safety in the Department of)
Community Corrections)

RESOLUTION

95-44

WHEREAS, the Department of Community Corrections Continuum of Safety Task Force met weekly from December, 1993 through July, 1994, to assess and make recommendations concerning the safety of all department staff; and

WHEREAS, the Department has taken the following implementation steps already:

- hired a Safety Coordinator
- funded safety equipment
- re-energizing site safety committees
- purchased new cage vehicles
- provided officers with new radio equipment

WHEREAS, many of the remaining recommendations of the Safety Task Force are supported by all stakeholders and can be implemented quickly and relatively inexpensively; and

WHEREAS, whether or how to arm parole and probation officers is an emotional and contentious issue and a potentially expensive issue for the Board and

WHEREAS, use of deadly force is the last step on the continuum of responses to dangerous situations and the County would lower the danger to the community and its own liability by ensuring that all employees are trained to competence in the steps on the continuum prior to use of weapons.

NOW THEREFORE, IT IS RESOLVED THAT, the Board of County Commissioners accepts the Continuum of Safety Task Force report and thanks its members for a careful and comprehensive study of the issue; and

THEREFORE, IT IS FURTHER RESOLVED THAT, the Chair, Liaison Commissioner, and Department Director will develop a plan which recommends options for consideration regarding the Task Force report. The plan should be completed following review of the recommendations by the management support service staff on issues related to labor relations, legal liability, risk management, and budget, but should be completed ~~no later than August 1, 1995~~

*and presented to
The Board in a Briefing on*

RESOLUTION - 1 of 2

*and presented to the Board on August 1, 1995
in a Briefing.*

- * Elements of the implementation plan will include:
- making the process of arming to threat timely;
 - forming an armed Specialized Caseload for gang related offenders;
 - providing appropriate safety training for all employees;
 - creating standards for use of body armor;
 - adopting a policy forbidding employees from taking home their weapons unless armed for threat;
 - developing an assessment tool to determine potential for violence by supervised offenders and creating a specialized caseload to work with these offenders. The decision about arming this specialized unit will be made on ~~about~~ ^{5th} ~~October~~ ^{1, 1995.} *no later than*

** These elements in the plan will be implemented ~~by~~ January 1, 1996.*

The implementation plan shall describe the steps to be taken on a two year timeline with corresponding costs. The plan shall include the recommendations made in the Task Force report including the arming proposal as an option at the end of the implementation period. However, prior to voting whether to implement the arming proposal made by the Task Force, the Board of County Commissioners shall evaluate the cost, nature of the population served, the functions of staff, and impact and effectiveness of the safety measures already taken. This Board of County Commission vote regarding arming will be on ~~March 1, 1997.~~ *OR about Jan. 1, 1997.*

ADOPTED this _____ day of _____, 1995.

MULTNOMAH COUNTY, OREGON

By _____
Beverly Stein, Chair

REVIEWED:
LAURENCE KRESSEL, COUNTY COUNSEL
for MULTNOMAH COUNTY, OREGON

By *[Signature]*

RESOLUTION - 2 of 2

MEETING DATE: MAR 09 1995

AGENDA NO: R-3

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Proclamation to designate the month of March, 1995 as
Developmental Disability Awareness Month.

BOARD BRIEFING: Date Requested:

Amount of Time Needed:

REGULAR MEETING: Date Requested: March 9, 1995

Amount of Time Needed: 3 minutes

DEPARTMENT: Non-Departmental

DIVISION: BCC/Cmsnr Dan Saltzman

CONTACT: Dan Saltzman

TELEPHONE #: 248-5220

BLDG/ROOM #: 106/1500-1

PERSON(S) MAKING PRESENTATION:

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

Proclamation to designate the month of March, 1995 as Developmental
Disability Awareness Month.

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

Don Saltzman

OR

DEPARTMENT MANAGER: _____

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1995 MAR -1 PM 4:57

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

Original Copy of Proclamation 95-44 Sent to Dan Saltzman on 3-10-95.



City of Portland
Vera Katz
Mayor

PROCLAMATION

WHEREAS, developmental disabilities affect more than 7 million American children and adults and their families, more than 45,000 families in the state of Oregon, and nearly 20,000 children and adults in Multnomah County; and

WHEREAS, the most effective weapons for alleviation of the serious problems associated with developmental disabilities are public knowledge and understanding; and

WHEREAS, the potential for citizens with developmental disabilities to function more independently and productively must be fostered; and

WHEREAS, during the month of March, 140,000 members through 1,200 state and local chapters of the ARC, a national organization, and more than 400 members in Multnomah County, are forging vital employment, educational, and fundraising campaigns under private sector initiatives; and

WHEREAS, the ARC is celebrating 44 years of service to families and individuals in Multnomah County;

NOW, THEREFORE, I, Vera Katz, Mayor of the City of Portland, Oregon, the "City of Roses", do hereby proclaim the month of March 1995 to be

DEVELOPMENTAL DISABILITY AWARENESS MONTH

in Portland, and urge that the citizens of this community give full support to efforts toward enabling people with developmental disabilities to live productive lives and achieve their potential.

Meeting Date MAR 09 1995

Agenda No.: R-4

(Above Space for Board Clerk's Use **ONLY**)

AGENDA PLACEMENT FORM

SUBJECT: Presentation of Department of Environmental Services Environmental Award

BOARD BRIEFING: Date Requested:
 Amount of Time Needed:

REGULAR MEETING: Date Requested: March 9
 Amount of Time Needed: 5 minutes

DEPARTMENT: Nondepartmental **DIVISION:** Chair's Office

CONTACT: Delma Farrell **TELEPHONE:** X-3953
BLDG/ROOM: 106/1515

PERSON(S) MAKING PRESENTATION: Betsy Williams

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

Presentation of the Department of Environmental Services Annual Environmental Award. Awarded to a DES employee for service to the county and to the community. Awarded to Patrick Jones.

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: _____

Betsy Williams *MP*

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1995 FEB 28 AM 11:30

Meeting Date: **MAR 09 1995**

Agenda No.: 2-5

(Above Space for Board Clerk's Use **ONLY**)

AGENDA PLACEMENT FORM

SUBJECT: Application from Gleanings Foundation for Property Tax Exemption

BOARD BRIEFING: Date Requested:
 Amount of Time Needed:

REGULAR MEETING: Date Requested: March 9, 1995
 Amount of Time Needed: 5 Minutes

DEPARTMENT: Nondepartmental **DIVISION:** Chair's Office

CONTACT: Delma Farrell **TELEPHONE:** X-3953
 BLDG/ROOM: 106/1515

PERSON(S) MAKING PRESENTATION: Steve Skinner

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

Review of Gleanings Foundation application for property Tax Exemption.

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Beverly Stein

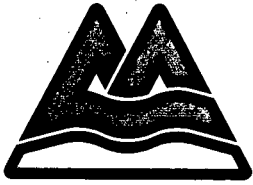
OR

DEPARTMENT MANAGER: _____

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions? Call the Office of the Board Clerk at 248-3277 or 248-5222.

Removed Indef.



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FEB 16 1995

MULTNOMAH COUNTY OREGON

BEVERLY STEIN

MULTNOMAH COUNTY CHAIR

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

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

M E M O R A N D U M

TO: Board of County Commissioners

FROM: Sandra N. Duffy (106/1530) *Sandra Duffy*
Assistant County Counsel

DATE: February 16, 1995

SUBJECT: Gleanings Foundation Application for
Property Tax Exemption

COUNTY COUNSEL
LAURENCE KRESSEL

CHIEF ASSISTANT
JOHN L. DU BAY

ASSISTANTS
J. MICHAEL DOYLE
SANDRA N. DUFFY
KATIE GAETJENS
GERALD H. ITKIN
STEVEN J. NEMIROV
HELLE RODE
MATTHEW O. RYAN
JACQUELINE A. WEBER

Enclosed is a copy of documents sent by Steve Skinner, the Exemption Specialist for the Division of Assessment and Taxation, to the Portland City Commissioners' office. A similar property tax exemption application has been sent to the County Commissioners for approval. The exemption is sought for four parcels of real property and improvements. Three of the parcels, including the improvements, are in unincorporated county and one bare-land parcel is within the City boundaries. Pursuant to ORS 307.115, the application for tax exemption must be approved or disapproved by the governing bodies of the jurisdictions in which the property is located.

This application is being made under ORS 307.115. This statute provides a tax exemption for nonprofit corporations from their real and personal property taxes for such property actually and exclusively used for public park or public recreation purposes. ORS 307.115(1) and (2). The local governing body must make a quasi-judicial decision approving or disapproving the application. If it approves the application it must make the following findings of fact set out in ORS 307.115(4)(c):

(c) If the granting authority so weighing determines that granting the exemption to the property will:

(A) Conserve or enhance natural or scenic resources;

- (B) Protect air or streams or water supplies;
- (C) Promote conservation of soils, wetlands, beaches or tidal marshes;
- (D) Conserve landscaped areas which enhance the value of abutting or neighboring property;
- (E) Enhance the value to the public of abutting or neighboring parks, forests, wildlife preserves, natural reservations, sanctuaries or other open spaces;
- (F) Enhance recreation opportunities;
- (G) Preserve historic sites;
- (H) Promote orderly urban or suburban development;
- (I) Promote the reservation of land for public parks, recreation or wildlife refuge purposes; or
- (J) Affect any other factors relevant to the general welfare of preserving the current use of the property,

* * *

The governing body is prohibited from denying the application based solely on the loss of potential tax revenues. ORS 307.115(4)(c). A partial exemption can be granted. ORS 307.115(4)(d). The exemption applies for ten years and is renewable. ORS 307.115(4)(e). And an appeal by a taxpayer of an adverse decision is appealable directly to tax court. ORS 307.115(5).

Based on a review of the legal criteria outlined above, and a review of the application and supporting documents, it is my legal opinion that the application does not meet the statutory requirements for a tax exemption. The application should not be approved for several reasons.

First, the stated purpose of the applicant organization as stated on its application for exemption is "Foundation for the study and research of higher consciousness in human potential." Thus, the purpose is not for public park or public recreation purposes by the applicant's own admission.

Second, the application identifies the use of the subject property as: "Administrative offices and residence for Executive Director of

the Foundation." Thus, the use is not for public parks or recreation.

Third, the Articles of Incorporation list the type of corporation as "public benefit" organized for charitable, religious, education, literary or scientific purposes. Again, there is no mention of public parks and recreation.

Fourth, the bylaws repeat that the purpose of the organization is for charitable, religious, etc. purposes.

The property consists of four parcels totaling 17.2 acres, a 6,500 s.f. house and 2-horse barn. The assessment values of the land are:

Acct. #0010	7.27 A.	\$108,300
Acct. #2860	4.87 A.	140,100
Acct. #0260	3.00 A.	76,000
Acct. #0360	2.06 A.	9,000

The assessed value of the improvements (house and barn) is \$1,091,000. (Tax Acct. #2860) The total assessed value is \$1,424,400.

The application and its attachments does not support a finding that the use of any of the parcels or improvements is for public park or recreation purposes. There is no evidentiary basis for the governing body to make the factual conclusions required by ORS 307.115(4)(c). There is no evidence to support a partial exemption either.

The document from the IRS establishing that the organization is a Section 501(c)(3) organization for federal income tax purposes, only establishes its nonprofit status. Based on the documentary evidence presented, neither the purpose nor the use of the property meets the requirements of ORS 307.115.

As noted in the transmittal letter from Steve, the City is dealing with Tax Lot 36 (Tax Acct. #0360) which is a 2.06 acre bare-land parcel.

Board of County Commissioners
February 16, 1995
Page 4

Steve sent his letter and documents to you on February 10, 1995. Pursuant to ORS 307.115(4)(b) you have 60 days to decide the matter, i.e. April 11, 1995.

I have sent the information contained in this memo to Jeff Rogers at the City Attorney's office for the City of Portland so that the City is aware of the County's position on this matter.

F:\DATA\COUNSEL\WPDATA\SIX\187SND.MEM\mw

MEMORANDUM

TO: Portland City Commissioners' Office

FROM: Steve Skinner, Multnomah County *Steve*
Division of Assessment & Taxation

DATE: February 10, 1995

SUBJECT: The Gleanings Foundation Application for Property Tax Exemption

In accordance with ORS 307.115(4)(b), our office is forwarding the Gleanings Foundation Application for Property Tax Exemption for your determination.

The Gleanings Foundation has filed a claim for exemption on four parcels, one of which is located within the City of Portland. The city is the granting authority for the parcel described as Tax Lot 36, Section 23 1 North 1 West, tax account number R-96123-0360.

If you have any questions or require additional information, please contact me at 248-3349, extension 2349.

SAS/sas

cc: Multnomah County Commissioners' Office

✓ Sandra Duffy,
Multnomah County Counsel

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FEB 14 1995

COUNTY COUNSEL FOR
MULTNOMAH COUNTY, OR



APPLICATION FOR REAL AND PERSONAL PROPERTY TAX EXEMPTION

For Specified Institutions and Organizations

As provided by Oregon Revised Statute 307.162

- File with your county assessor on or before April 1.
See ORS 307.162 and OAR 150-307.162 on the back of this form.

				FOR ASSESSOR'S USE ONLY	
Name of Organization The Gleanings Foundation		Date Received		Reviewed By	<input type="checkbox"/> Approved <input type="checkbox"/> Denied
Mailing Address 10511 N.W. Laidlaw Road		Telephone Number 203-8103			
City Portland		State OR	ZIP Code 97229	Exemption begins in tax year 19 -	Amount of late filing fee paid \$

A property tax exemption is requested under the following Oregon Revised Statute (mark only one box):

- | | |
|---|--|
| <input checked="" type="checkbox"/> 307.115 Nonprofit corporation public parks* | <input type="checkbox"/> 307.147 Senior services centers* |
| <input type="checkbox"/> 307.130 Literary, benevolent, charitable, scientific institutions* | <input type="checkbox"/> 307.150 Burial grounds, cemeteries, crematory associations* |
| <input type="checkbox"/> 307.136 Fraternal organizations* | <input type="checkbox"/> 307.160 Public libraries* |
| <input type="checkbox"/> 307.140 Religious organizations* | <input type="checkbox"/> 307.580 Industry apprenticeship or training trust* |
| <input type="checkbox"/> 307.145 Day care facilities, schools, student housing* | |

*Attach a current copy of your organization's articles of incorporation, by-laws, and 501(c)(3).

PROPERTY DESCRIPTION	
Assessor's Account Number (as shown on your property tax statement) R09060-0010, R09060-2860, R96123-0260, R96123-0360	Name of Property Owner The Gleanings Foundation
Property Situs (street address, city) 10511 N.W. Laidlaw Road, Portland, OR 97229	

Note: Attach a list of all real and personal property for which an exemption is claimed.

The purpose of this organization is: Foundation for the study and research of higher consciousness in human potential

The property is used for the following purpose: Administrative offices and residence for Executive Director of the Foundation.
Example: church services, offices, sales, etc.

Is the property used by others? ☐ Yes ☒ No If yes, explain. Identify the portion of property used and give the percent of time used.

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MULTNOMAH COUNTY

JAN 31 1995

Does the property include a parking area? ☒ Yes ☐ No

Is use of the parking area permitted free of charge? ☒ Yes ☐ No If no, explain how often a fee is charged
DIRECTOR, DIVISION OF ASSESSMENT & TAXATION

Is a late filing fee attached? ☐ Yes ☒ No Amount of the fee paid \$

Note: The late filing fee is a minimum of \$200 or one-tenth of one percent of the real market value, whichever is greater.

DECLARATION

I declare under the penalties for false swearing (ORS 305.990(4)) that I have examined this document and to the best of my knowledge, it is true, correct, and complete.

Name (please print or type) Jonathan T. Carder	Title President	Signature <i>Jonathan T. Carder</i>	Date Jan 30, 1995
--	---------------------------	--	-----------------------------

INTERNAL REVENUE SERVICE
DISTRICT DIRECTOR
2 CUPANIA CIRCLE
MONTEREY PARK, CA 91755-7406

DEPARTMENT OF THE TREASURY

Date: JUL 25 1994

THE GLEANINGS FOUNDATION
6540 SW 155TH AVE
BEAVERTON, OR 97007

Employer Identification Number:
93-1144917
Case Number:
954164011
Contact Person:
TERRY IZUMI
Contact Telephone Number:
(714) 826-1448
Accounting Period Ending:
December 31
Form 990 Required:
yes
Addendum Applies:
No

Dear Applicant:

Based on information supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from Federal income tax under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3).

We have further determined that you are not a private foundation within the meaning of section 509(a) of the Code, because you are an organization described in sections 509(a)(1) and 170(b)(1)(A)(ii).

If your sources of support, or your purposes, character, or method of operation change, please let us know so we can consider the effect of the change on your exempt status and foundation status. In the case of an amendment to your organizational document or bylaws, please send us a copy of the amended document or bylaws. Also, you should inform us of all changes in your name or address.

As of January 1, 1984, you are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of \$100 or more you pay to each of your employees during a calendar year. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Since you are not a private foundation, you are not subject to the excise taxes under Chapter 42 of the Code. However, you are not automatically exempt from other Federal excise taxes. If you have any questions about excise, employment, or other Federal taxes, please let us know.

Grantors and contributors may rely on this determination unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a)(1) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act, or the substantial or material change on the part of the organization that resulted in your loss of such status, or if he or she acquired knowledge that the Internal Revenue Service had given notice that you would no longer be classified as a section 509(a)(1) organization.

Donors may deduct contributions to you as provided in section 170 of the

Letter 947 (DO/CG)

THE GLEANINGS FOUNDATION

Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of Code sections 2055, 2106, and 2522.

Contribution deductions are allowable to donors only to the extent that their contributions are gifts, with no consideration received. Ticket purchases and similar payments in conjunction with fundraising events may not necessarily qualify as deductible contributions, depending on the circumstances. See Revenue Ruling 67-246, published in Cumulative Bulletin 1967-2, on page 104, which sets forth guidelines regarding the deductibility, as charitable contributions, of payments made by taxpayers for admission to or other participation in fundraising activities for charity.

In the heading of this letter we have indicated whether you must file Form 990, Return of Organization Exempt From Income Tax. If Yes is indicated, you are required to file Form 990 only if your gross receipts each year are normally more than \$25,000. However, if you receive a Form 990 package in the mail, please file the return even if you do not exceed the gross receipts test. If you are not required to file, simply attach the label provided, check the box in the heading to indicate that your annual gross receipts are normally \$25,000 or less, and sign the return.

If a return is required, it must be filed by the 15th day of the fifth month after the end of your annual accounting period. A penalty of \$10 a day is charged when a return is filed late, unless there is reasonable cause for the delay. However, the maximum penalty charged cannot exceed \$5,000 or 5 percent of your gross receipts for the year, whichever is less. This penalty may also be charged if a return is not complete, so please be sure your return is complete before you file it.

You are not required to file Federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T, Exempt Organization Business Income Tax Return. In this letter we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, a number will be assigned to you and you will be advised of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

Revenue Procedure 75-50, published in Cumulative Bulletin 1975-2 on page 587, sets forth guidelines and recordkeeping requirements for determining whether private schools have racially nondiscriminatory policies as to students. You must comply with this revenue procedure to maintain your tax-exempt status.

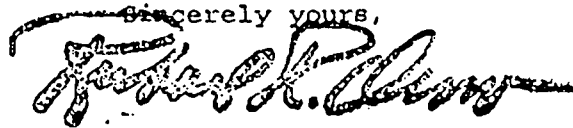
If we have indicated in the heading of this letter that an addendum

THE GLEANINGS FOUNDATION

applies, the enclosed addendum is an integral part of this letter.

Because this letter could help resolve any questions about your exempt status and foundation status, you should keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

Sincerely yours,


Richard R. Orosco
District Director

MEMORANDUM

TO: Multnomah County Commissioners' Office

FROM: Steve Skinner, Multnomah County *SSK*
Division of Assessment & Taxation

DATE: February 10, 1995

SUBJECT: The Gleanings Foundation Application for Property Tax Exemption

In accordance with ORS 307.115(4)(b), our office is forwarding the Gleanings Foundation Application for Property Tax Exemption for your determination.

The Gleanings Foundation has filed a claim for exemption on four parcels, three of which are located within Multnomah County jurisdiction. The county is the granting authority for the parcels described as Tax Lot 26, Section 23 1 North 1 West, tax account number R-96123-0260 and Bonny Slope Lots 1 and 38, tax account numbers R-09060-0010/2860.

If you have any questions or require additional information, please contact me at 248-3349, extension 2349.

SAS/sas

cc: Portland City Commissioners' Office

✓ Sandra Duffy,
Multnomah County Counsel

held under lease or lease-purchase agreement by an institution, organization or public body, other than the State of Oregon, granted exemption or the right to claim exemption for any of its property under ORS 307.090, 307.130, 307.140, 307.145, 307.147 or 456.225, is exempt from taxation if:

(a) The property is used by the lessee in the manner, if any, required by law for the exemption of property owned or being purchased by it; and

(b) It is expressly agreed within the lease or lease-purchase agreement that the rent payable by the institution, organization or public body has been established to reflect the savings below market rent resulting from the exemption from taxation.

(2) The lessee shall file a claim for exemption with the county assessor, verified by the oath or affirmation of the president or other proper officer of the institution or organization, or head official of the public body or legally authorized delegate, showing:

(a) A complete description of the property for which exemption is claimed.

(b) If applicable, all facts relating to the use of the property by the lessee.

(c) A true copy of the lease or lease-purchase agreement covering the property for which exemption is claimed.

(d) Any other information required by the claim form.

(3) If the assessor is not satisfied that the rent stated in the lease or lease-purchase agreement has been established to reflect the savings below market rent resulting from the tax exemption, before the exemption may be granted the lessor shall provide documentary proof, as specified by rule of the Department of Revenue, that the rent has been established to reflect the savings below market rent resulting from the tax exemption.

(4) The claim shall be filed on or before April 1, except that if the lease or lease-purchase agreement is entered into after March 1 but not later than June 30, the claim shall be filed within 30 days after the date the lease or lease-purchase agreement is entered into if exemption is claimed for that year. The exemption first shall apply for the tax year beginning July 1 of the year for which the claim is filed. The exemption shall continue so long as the use of the property remains unchanged and during the period of the lease or lease-purchase agreement. If the use changes, a new application shall be filed as provided in this section. If the lease or lease-purchase agreement expires before July 1 of any year, the exemption shall terminate as of July 1 following the date of expiration of the lease or lease-purchase agreement.

[1977 c.673 §2; 1987 c.756 §20; 1991 c.459 §41; 1991 c.851 §4; 1993 c.19 §3; 1993 c.777 §4]

Note: See note under 307.147.

Note: 307.112 was enacted into law by the Legislative Assembly but was not added to or made a part of ORS chapter 307 or any series therein by legislative action. See Preface to Oregon Revised Statutes for further explanation.

Note: Section 14 (2), chapter 19, Oregon Laws 1993, provides:

Sec. 14. (2) The amendments to ORS 307.112 by section 3 of this Act first apply to applications for exemption filed for the 1994-1995 tax year. [1993 c.19 §14 (2)]

307.115 Property of nonprofit corporations held for public parks or recreation purposes. (1) Subject to approval by the appropriate granting authority under subsection (4) of this section, the following real or personal property owned or being purchased under contract by any nonprofit corporation meeting the requirements of subsection (2) of this section shall be exempt from taxation:

(a) The real or personal property, or proportion thereof, as is actually and exclusively occupied or used for public park or public recreation purposes.

(b) The real or personal property, or proportion thereof, as is held for public parks or public recreation purposes if the property is not used for the production of income, for investment, or for any trade or business or commercial purpose, or for the benefit or enjoyment of any private stockholder or individual, but only if the articles of incorporation of the nonprofit corporation prohibit use of property owned or otherwise held by the corporation, or of proceeds derived from the sale of that property, except for public park or public recreation purposes.

(2) Any nonprofit corporation shall meet the following requirements:

(a) The corporation shall be organized for the principal purpose of maintaining and operating a public park and public recreation facility or acquiring interest in land for development for public parks or public recreation purposes;

(b) No part of the net earnings of the corporation shall inure to the benefit of any private stockholder or individual; and

(c) Upon liquidation, the assets of the corporation shall be applied first in payment of all outstanding obligations, and the balance remaining, if any, in cash and in kind, shall be distributed to the State of Oregon or to one or more of its political subdivisions for public parks or public recreation purposes.

(3) If any property which is exempt under this section subsequently becomes disqualified for such exemption or the exemption is

not renewed as provided in subsection (4) of this section, it shall be added to the next general property tax roll for assessment and taxation in the manner provided by law.

(4)(a) Real or personal property shall not be exempt under this section except upon approval of the appropriate granting authority obtained in the manner provided under this subsection.

(b) Before any property shall be exempt under this section, on or before April 1 of any year the corporation owning or purchasing such property shall file an application for exemption with the county assessor. The provisions of ORS 307.162 shall apply as to the form, time and manner of application. Within 10 days of filing in the office of the assessor, the assessor shall refer each application for classification to the granting authority, which shall be the governing body of a county for property located outside the boundaries of a city and the governing body of the city for property located within the boundaries of the city. Within 60 days thereafter, the application shall be granted or denied and written notice given to the applicant and to the county assessor. In determining whether an application made for exemption under this section should be approved or disapproved, the granting authority shall weigh the benefits to the general welfare of granting the proposed exemption to the property which is the subject of the application against the potential loss in revenue which may result from granting the application.

(c) If the granting authority in so weighing determines that granting the exemption to the property will:

(A) Conserve or enhance natural or scenic resources;

(B) Protect air or streams or water supplies;

(C) Promote conservation of soils, wetlands, beaches or tidal marshes;

(D) Conserve landscaped areas which enhance the value of abutting or neighboring property;

(E) Enhance the value to the public of abutting or neighboring parks, forests, wildlife preserves, natural reservations, sanctuaries or other open spaces;

(F) Enhance recreation opportunities;

(G) Preserve historic sites;

(H) Promote orderly urban or suburban development;

(I) Promote the reservation of land for public parks, recreation or wildlife refuge purposes; or

(J) Affect any other factors relevant to the general welfare of preserving the current use of the property,

the granting authority shall not deny the application solely because of the potential loss in revenue which may result from granting the application.

(d) The granting authority may approve the application for exemption with respect to only part of the property which is the subject of the application; but if any part of the application is denied, the applicant may withdraw the entire application.

(e) The exemption shall be granted for a 10-year period and may be renewed by the granting authority for additional periods of 10 years each at the expiration of the preceding period, upon the filing of a new application by the corporation with the county assessor on or before April 1 of the year following the 10th year of exemption. The assessor shall refer the application to the governing body as provided in paragraph (b) of this subsection, and within 30 days thereafter, the governing body shall determine if renewing the exemption will continue to serve one of the purposes of paragraph (c) of this subsection. Within 30 days after referral, written notice shall be given to the applicant and to the county assessor of the determination made by the governing body.

(5) Any nonprofit corporation aggrieved by the refusal of the granting authority to grant or renew an exemption under subsection (4) of this section may, within 60 days after written notice has been sent to the corporation, appeal from the determination of the granting authority to the Oregon Tax Court. The appeal should be perfected in the manner provided in ORS 305.560. The provisions of ORS 305.405 to 305.418 and 305.420 to 305.500 shall apply to the appeals. [1971 c.584 §1; 1973 c.214 §1; 1979 c.689 §5; 1987 c.416 §1]

307.120 Property owned or leased by municipalities, dock commissions or ports; exception; payments in lieu of taxes to school districts. (1) Real property owned or leased by any municipality and real and personal property owned or leased by any dock commission of any city or by any port organized under the laws of this state is exempt from taxation to the extent to which such property is:

(a) Leased, subleased, rented or preferentially assigned for the purpose of the berthing of ships, barges or other watercraft (exclusive of property leased, subleased, rented or preferentially assigned primarily for the purpose of the berthing of floating homes, as defined in ORS 830.700), or the discharging, loading or handling of cargo



MELVIN MARK COMPANIES

MELVIN MARK PROPERTIES • MELVIN MARK BROKERAGE CO. • MELVIN MARK CONSTRUCTION CO. • MELVIN MARK DEVELOPMENT CO.

January 30, 1995

Mr. Steve Skinner
Multnomah County Assessor's Office
610 S.W. Alder, Suite 315
Portland, OR 97205

RE: Application for Real and Personal Property Tax Exemption
The Gleanings Foundation ~ 10511 NW Laidlaw Road, Portland, OR

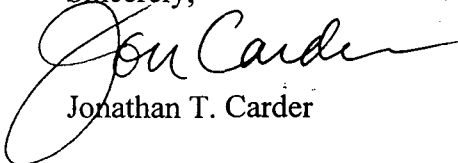
Dear Mr. Skinner:

Enclosed is an Application For Real and Personal Property Tax Exemption which I have completed and signed as President of the Foundation, together with a description of the property in question. Our records indicate the total assessed value for the property is \$1,446,500.

Please sign the enclosed copy of this letter acknowledging receipt of this application and return it to me in the enclosed self-addressed envelope.

Please call me at 223-4777 if you have any questions regarding the property. Thank you for your assistance.

Sincerely,


Jonathan T. Carder

RECEIVED
MULTNOMAH COUNTY

JAN 31 1995

**DIRECTOR, DIVISION OF
ASSESSMENT & TAXATION**

RECEIPT IS ACKNOWLEDGED



Date

cc: Nina Zimbelman
10511 NW Laidlaw Road

MAGK122P
MAGK01AP
ATSAS

Multnomah County Public A&T System

01/31/95 09:45

*** Query Name - Real Property ***

Page: 1

Acct Nbr: R-09060-0010

Mail:

Acct Status:

Source Name/Address

OWNR1 THE GLEANINGS FOUNDATION
MAIL1 10511 NW LAIDLAW RD
MAIL2 PORTLAND, OREGON 97229

Situs

S/10511 NW LAIDLAW RD

City: PORTLAND

Zip:

Seq: 1

Levy Code: 103 Vchr Action: 948366

Annex:.

Division:

Appr St: APPR CODE: K

Msg 1:

Msg 2: RES BOE 9404083

011195

Msg 3:

Book/Page: 94/157944 Year: 94

Tax Roll Description

Addn: BONNY SLOPE

Lot

Block

Ratio Code: 470

EXC PT TKN FOR

State Ratio Code:

LAIDLAW ROAD

1

Map: 221N1W

SID:

*** Query Residential Characteristics ***

Ratio Code: 470

Appr Dist: 6

Parcel Size: 7.27 ACRES

St Ratio Code:

Neigh Code: 210

Year Appraised: 84

Map: 221N1W

State ID:

Improvements Characteristics:

Imp: 1 Year Built:

Use Code: A VAC LND Str Type:

Arch Style

Units:

Tot Fin:

Tot Unf:

Garage-Type:

Sq Ft:

Str Cls:

*** Query Value - Real Property ***

Year Cd Date	Description	Land	Imps	Total
92/93 T 07/27/92	REAL MARKET VALUE	86,300		86,300
93/94 T 09/17/93	REAL MARKET VALUE	96,700		96,700
94/95 T 10/27/94	REAL MARKET VALUE	108,300		108,300

*** End of Report MAGK122P ***

MAGK122P

Multnomah County Public A&T System

01/31/95 09:55

MAGK01AP

ATSAS

*** Query Name - Real Property ***

Page: 1

Acct Nbr: R-09060-2860

Mail:

Acct Status:

Source Name/Address

Situs

OWNR1 THE GLEANINGS FOUNDATION

10511 NW LAIDLAW RD

MAIL1 10511 NW LAIDLAW RD

City: PORTLAND Zip:

Seq: 1

MAIL2 PORTLAND, OREGON 97229

Levy Code: 103 Vchr Action:

Annex: Division:

Appr St: APPR CODE: K

Msg 1: 46017 \$309.26 01/16/90

Msg 2: RES BOE 9404086 011195

Msg 3:

Book/Page: 94/157944 Year: 94

Tax Roll Description

Addn: BONNY SLOPE

Lot

Block

Ratio Code: 441

38

State Ratio Code:

Map: 221N1W

SID:

----- *** Query Residential Characteristics *** -----

Ratio Code: 441

Appr Dist: 6

Parcel Size: 4.87 ACRES

St Ratio Code:

Neigh Code: 210

Year Appraised: 90

Map: 221N1W State ID:

Improvements Characteristics:

Imp: 1 Year Built: 1988 Use Code: B DWG SGL Str Type: H 2 STORY W/BASEMENT

Arch Style

Bdrms: 5

Tot Fin: 6547

Tot Unf: 750

Garage-Type: A ATTACHED G Sq Ft: 1030 Str Cls: 7.5

----- *** Query Value - Real Property *** -----

Year Cd Date	Description	Land	Imps	Total
92/93 T 07/22/92	REAL MARKET VALUE	93,500	728,000	821,500
93/94 T 08/27/93	REAL MARKET VALUE	110,300	859,100	969,400
94/95 T 08/29/94	REAL MARKET VALUE	140,100	1,091,000	1,231,100

*** End of Report MAGK122P ***

MAGK122P
MAGK01AP
ATSAS

Multnomah County Public A&T System

01/31/95 09:55

*** Query Name - Real Property ***

Page: 1

Acct Nbr: R-96123-0260

Mail:

Acct Status:

Source Name/Address

Situs

OWNR1 THE GLEANINGS FOUNDATION

MAIL1 10511 NW LAIDLAW RD

MAIL2 PORTLAND, OREGON 97229

City:

Zip:

Seq:

Levy Code: 217 Vchr Action: 948366

Annex: Division:

Appr St: APPR CODE: K

Msg 1: 61418 \$1,123.75 04/22/92

Msg 2: RES BOE 9404079 011195

Msg 3:

Book/Page: 94/157944 Year: 94

Tax Roll Description

Addn: SECTION 23 1 N 1 W Lot

Block

Ratio Code: 470

TL# 26 3.00 ACRES

State Ratio Code:

Map: 231N1W

SID:

Location

NW THOMPSON RD

PORTLAND, OREGON

----- *** Query Residential Characteristics *** -----

Ratio Code: 470

Appr Dist: 6

Parcel Size: 3.00 ACRES

St Ratio Code:

Neigh Code: 210

Year Appraised: 84

Map: 231N1W

State ID:

Improvements Characteristics:

Imp: 1 Year Built:

Use Code: A VAC LND Str Type:

Arch Style

Units:

Tot Fin:

Tot Unf:

Garage-Type:

Sq Ft:

Str Cls:

----- *** Query Value - Real Property *** -----

Year Cd Date	Description	Land	Imps	Total
92/93 T 07/27/92	REAL MARKET VALUE	60,600		60,600
93/94 T 09/17/93	REAL MARKET VALUE	67,900		67,900
94/95 T 10/27/94	REAL MARKET VALUE	76,000		76,000

*** End of Report MAGK122P ***

MAGK122P

Multnomah County Public A&T System

01/31/95 09:56

MAGK01AP

ATSAS

*** Query Name - Real Property ***

Page: 1

Acct Nbr: R-96123-0360

Mail:

Acct Status:

Source Name/Address

Situs

OWNR1 THE GLEANINGS FOUNDATION

MAIL1 10511 NW LAIDLAW RD

MAIL2 PORTLAND, OREGON 97229

City:

Zip:

Seq:

Levy Code: 001 Vchr Action: 932628

Annex: Division: 932628

Appr St: APPR CODE: K

Msg 1:

Msg 2: RES BOE 9404077 011195

Msg 3:

Book/Page: 94/157944 Year: 94

Tax Roll Description

Addn: SECTION 23 1N 1W

Lot

Block

Ratio Code: 170

TL 36

State Ratio Code:

2.06 ACRES

Map: 231N1W

SID:

----- *** Query Residential Characteristics *** -----

Ratio Code: 170

Appr Dist: 6

Parcel Size: 2.06 ACRES

St Ratio Code:

Neigh Code: 210

Year Appraised:

Map: 231N1W

State ID:

Improvements Characteristics:

Imp: 1 Year Built:

Use Code: A VAC LND Str Type:

Arch Style

Units:

Tot Fin:

Tot Unf:

Garage-Type:

Sq Ft:

Str Cls:

----- *** Query Value - Real Property *** -----

Year Cd Date

Description

Land

Imps

Total

93/94 D 07/29/94 REAL MARKET VALUE

7,100

7,100

94/95 T 08/23/94 REAL MARKET VALUE

9,000

9,000

*** End of Report MAGK122P ***

REAL PROPERTY DESCRIPTION

The land consists of approximately 17 acres.

The improvements consist of a 6,500 square foot house and a small outbuilding, large enough for two horses.

All of the improvements are used by the Foundation for offices and meeting areas except for 1327 square feet used as a residence by the Executive Director of the Foundation.

PERSONAL PROPERTY DESCRIPTION

Classroom equipment and furniture	\$ 1,481.00
Office equipment and furniture	3,042.00
	<hr/>
Total Personal Property:	\$ 4,523.00

RECEIVED
MULTNOMAH COUNTY

JAN 31 1995

**DIRECTOR, DIVISION OF
ASSESSMENT & TAXATION**

401872.88

FILED

MAY 23 1994

SECRETARY OF STATE

Registry Number:

ARTICLES OF INCORPORATION
NONPROFIT CORPORATION

ARTICLE 1: Name of the corporation:
THE GLEANINGS FOUNDATION

ARTICLE 2: Type of Corporation is: PUBLIC BENEFIT

ARTICLE 3: Name of the initial registered agent:
GAIL MEREDITH

Residence or office address of registered agent:
16800 NE Hillsboro Highway
Newberg, OR 97132

ARTICLE 4: Principal office address:
6540 SW 155th Avenue
Beaverton, OR 97007

ARTICLE 5: The corporation will not have members.

ARTICLE 6: Distribution of assets on Dissolution or Final Liquidation:

Upon the dissolution of the corporation, assets shall be distributed for one or more exempt purposes within the meaning of §501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not so disposed of shall be disposed of by the court of appropriate jurisdiction of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations, as that court shall determine, which are organized and operated exclusively for such purposes.

ARTICLE 7: Name and address of each director: OMITTED

ARTICLE 8: Each director has consented to this appointment.

ARTICLE 9: Additional provisions:

1. This corporation is organized exclusively for charitable, religious, educational, literary, or scientific purposes, including, for such purposes, the making of distributions to such organizations that qualify as exempt organizations under Section 501(c)(3) of the Internal Revenue Code or the corresponding section of any future federal tax code.

2. No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to its members, directors, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes of this corporation. No substantial part of the activities of the corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office. Notwithstanding any other provision of these articles, the corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1954 or the corresponding section of any future federal tax code, or (b) by a corporation, contributions to which are deductible under §170(c)(2) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

3. This corporation shall indemnify its officers and directors to the full extent allowed by law.

4. The personal liability of the directors and officers of this corporation to this corporation for conduct as an officer or director shall be eliminated or limited to the full extent allowed by law.

ARTICLE 10. Name and address of the incorporator:

Gail Meredith
16800 NE Hillsboro Highway
Newberg, OR 97132

Execution: Gail Meredith

Signature

INCORPORATOR
Title

GAIL MEREDITH
Printed Name

Person to contact about this filing:

Cynthia Cumfer, Attorney
Name

234-4282
Daytime phone number

BYLAWS

ARTICLE I: NAME

The name of this corporation is THE GLEANINGS FOUNDATION.

ARTICLE II: OFFICES

The corporation shall maintain in the State of Oregon a registered office and a registered agent located at the registered office. The Board of Directors may, at any time, change the location of the registered office and the person designated as the registered agent. The corporation may also have other offices at such places as the Board of Directors may fix by resolution.

ARTICLE III: PURPOSE

This corporation shall be organized and operated exclusively for charitable, scientific, literary, and educational purposes. Subject to the limitations stated in the Articles of Incorporation, the purposes of this corporation shall be to engage in any lawful activities, none of which are for profit, for which corporations may be organized under Chapter 65 of the Oregon Revised Statutes (or its corresponding future provisions) and Section 501(c)(3) of the Internal Revenue Code of 1954 (or its corresponding future provisions).

This corporation's primary purpose shall be to develop a school for education and research in fields of higher consciousness.

ARTICLE IV: NONMEMBERSHIP

This corporation shall have no members.

ARTICLE V: BOARD OF DIRECTORS

Section 1. Duties. The affairs of the corporation shall be managed by the Board of Directors.

Section 2. Chair. The Board shall elect a Chair to conduct meetings and perform other duties imposed on the Chair by the Board.

Section 3. Number. The number of board members may vary between a minimum of three and a maximum of fifteen, the exact number of which shall be fixed from time to time by resolution of the Board.

Section 4. Term. The term of office for board members shall be one year. A board member may be reelected without limitation on the number of terms s/he may serve. The board shall elect its own members, except that a board member shall not vote on that member's own position.

Section 5. Removal. Any board member may be removed, with or without cause, by a vote of two-thirds of the Board members then in office.

Section 6. Vacancies. Vacancies on the Board of Directors and newly created board positions will be filled by a majority vote of the board members then on the Board of Directors.

Section 7. Quorum and Action. A quorum at a board meeting shall be a majority of the number of board members in office immediately before the meeting begins. If a quorum is present, action is taken by a majority vote of the directors present. Where the law requires a majority vote of the directors in office to amend the Articles of Incorporation, to sell assets not in the regular course of business, to merge, or to dissolve, such action is taken by that majority as required by law.

Section 8. Regular Meetings. Regular meetings of the Board of Directors shall be held at the time and place to be determined by the Board of Directors. No other notice of the date, time, place, or purpose of these meetings is required.

Section 9. Special Meetings. Special meetings of the Board of Directors shall be held at the time and place to be determined by the Board of Directors. Notice of such meetings, describing the date, time, place, and purpose of the meeting, shall be delivered to each board member personally or by telephone or by mail not less than two days prior to the special meeting.

Section 10. Meeting by Telecommunication. Any regular or special meeting of the Board of Directors may be held by telephone or telecommunications in which all board members participating may hear each other.

Section 11. No Salary. Board members shall not receive salaries for their Board services, but may be reimbursed for expenses related to Board service.

Section 12. Action by Consent. Any action required by law to be taken at a meeting of the board, or any action which may be taken at a board meeting, may be taken without a meeting if a consent in writing, setting forth the action to be taken or so taken, shall be signed by all the board members.

ARTICLE VI: COMMITTEES

Section 1. Executive Committee. The Board of Directors may elect an Executive Committee. The Executive Committee shall have the power to make ongoing decisions between Board meetings and shall have the power to make financial and budgetary decisions.

Section 2. Other Committees. The Board of Directors may establish such other committees as it deems necessary and desirable. Such committees may exercise functions of the Board of Directors or may be advisory committees.

Section 3. Composition of Committees Exercising Board Functions. Any committee that exercises any function of the Board of Directors shall be composed of two or more Board members, elected by the Board of Directors by a majority vote of all Board members in office at that time.

Section 4. Limitations on the Powers of Committees. No committee may authorize payment of a dividend or any part of the income or profit of the corporation to its directors or officers; may approve dissolution, merger, or the sale, pledge, or transfer of all or substantially all of the corporation's assets; may elect, appoint, or remove directors or fill vacancies on the board or on any of its committees; nor may adopt, amend, or repeal the Articles, bylaws, or any resolution by the Board of Directors.

ARTICLE VII: OFFICERS

Section 1. Titles. The officers of this corporation shall be the President and Secretary.

Section 2. Election. The Board of Directors shall elect the President and Secretary to serve one year terms. An officer may be reelected without limitation on the number of terms s/he may serve.

Section 3. Vacancy. A vacancy of the office of President or Secretary shall be filled not later than the first regular meeting of the Board of Directors following the vacancy.

Section 4. Other Officers. The Board of Directors may elect or appoint other officers, agents and employees as it shall deem necessary and desirable.

They shall hold their offices for such terms and have such authority and perform such duties as shall be determined by the Board of Directors.

Section 5. President. The President shall be the executive officer of the corporation, shall have responsibility for the general management of the corporation, and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall have any other powers and duties as may be prescribed by the Board of Directors.

Section 6. Secretary. The Secretary shall have overall responsibility for all recordkeeping and all corporate funds. The secretary shall perform, or cause to be performed, the following duties: (a) official recording of the minutes of all proceedings of the Board of Directors meetings and actions; (b) provision for notice of all meetings of the Board of Directors; (c) keeping of full and accurate accounts of all financial records of the corporation; (d) deposit of all monies and other valuable effects in the name and to the credit of the corporation in such depositories as may be designated by the Board of Directors; (e) disbursement of all funds when proper to do so; (f) making financial reports as to the financial condition of the corporation to the Board of Directors; and (g) any other duties as may be prescribed by the Board of Directors.

ARTICLE VIII: AMENDMENTS TO BYLAWS

These bylaws may be amended or repealed, and new bylaws adopted, by the Board of Directors by a majority vote of directors present, if a quorum is present. Prior to the adoption of the amendment, each Board member shall be given at least two days notice of the date, time, and place of the meeting at which the proposed amendment is to be considered, and the notice shall state that one of the purposes of the meeting is to consider a proposed amendment to the bylaws and shall contain a copy of the proposed amendment.

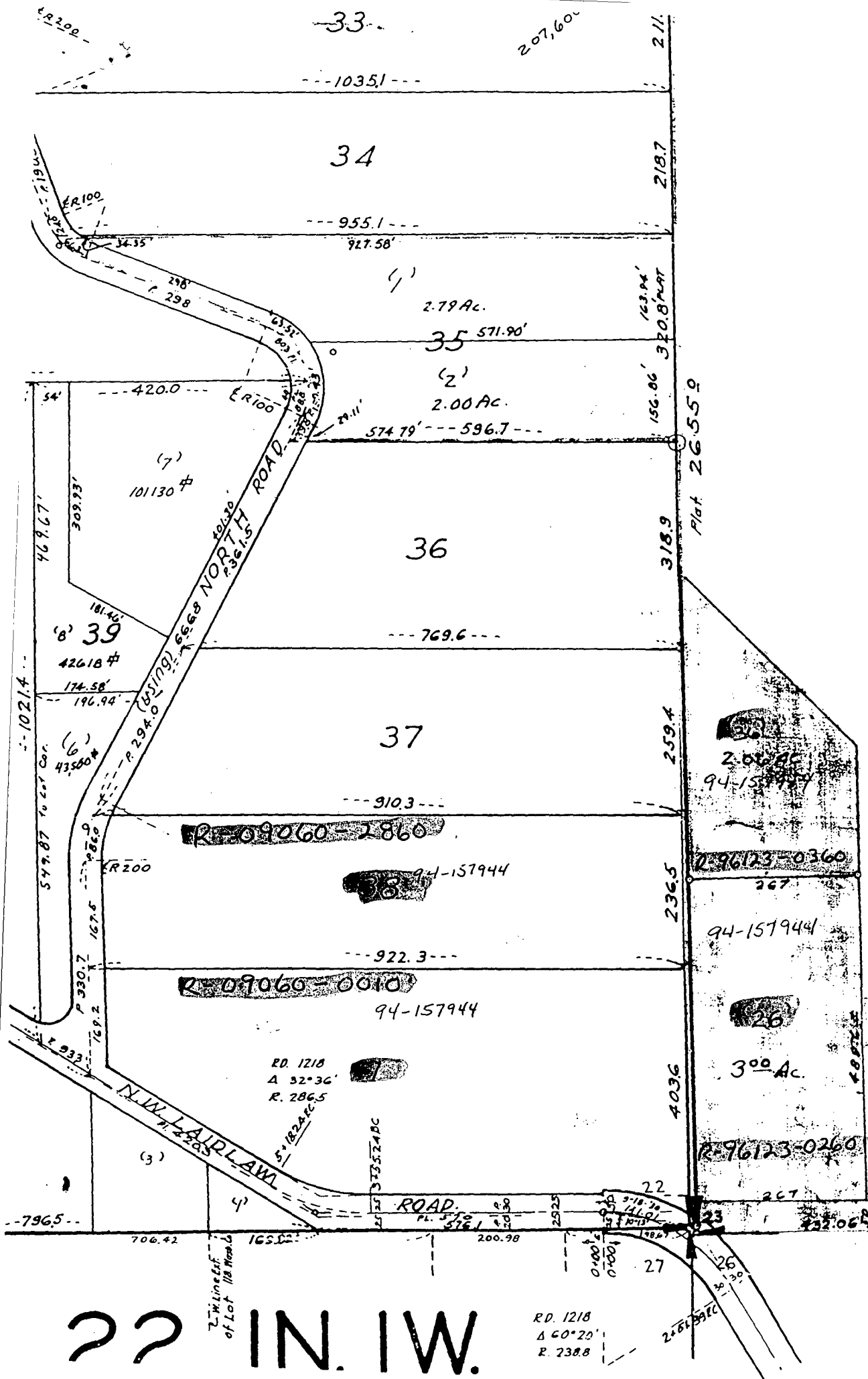
ARTICLE IX: CORPORATE INDEMNITY

This corporation will indemnify its officers and directors to the fullest extent allowed by Oregon law.

ARTICLE X: RACIALLY NONDISCRIMINATORY POLICY

This corporation shall not discriminate against applicants or students on the basis of race, color, or national or ethnic origin. This corporation shall admit the students of any race to all the rights, privileges, programs, and activities generally accorded or made available to students and the corporation shall not discriminate on the basis of race in administering its educational policies, admission policies, scholarship and loan programs, and other school-administered programs.

DATE ADOPTED: 5/24/94



BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR MULTNOMAH COUNTY, OREGON

In the Matter of the Application from
Gleanings Foundation for Property Tax
Exemption

ORDER

WHEREAS, the matter of the Application from Gleanings Foundation for Property Tax Exemption was heard by the Board of County Commissioners on March 9, 1995;

WHEREAS, applicant appeared by and through _____ and County appeared by and through its Tax Exemption Specialist, Steve Skinner;

WHEREAS, the Board considered the materials submitted by applicant, and county representatives and took testimony from applicant and county representative regarding the application;

WHEREAS, the Board, based on the application and testimony presented, makes the following findings as required by ORS 307.115(4)(c);

1. Granting this application will _____ will not _____ conserve or enhance natural or scenic resources;

2. Granting this application will _____ will not _____ protect air or streams or water supplies;

3. Granting this application will _____ will not _____ promote conservation of soils, wetlands, beaches or tidal marshes;

4. Granting this application will _____ will not _____ conserve landscaped areas which enhance the value of abutting or neighboring property;

5. Granting this application will _____ will not _____

03/03/95:1

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

enhance the value to the public of abutting or neighboring parks, forests, wildlife preserves, natural reservations, sanctuaries or other open spaces;

6. Granting this application will _____ will not _____ enhance recreation opportunities;

7. Granting this application will _____ will not _____ preserve historic sites;

8. Granting this application will _____ will not _____ promote orderly urban or suburban development;

9. Granting this application will _____ will not _____ promote the reservation of land for public parks, recreation or wildlife refuge purposes; or

10. Granting this application will _____ will not _____ affect any other factors relevant to the general welfare of preserving the current use of the property.

THEREFORE, BE IT ORDERED that the Application is:

Approved _____ Not Approved _____

ADOPTED this _____ day of _____, 1995, being the date of its _____ reading before the Board of County Commissioners of Multnomah County, Oregon.

(SEAL)

Beverly Stein, Chair
Multnomah County, Oregon

REVIEWED:

LAURENCE KRESSEL, COUNTY COUNSEL
FOR MULTNOMAH COUNTY, OREGON

By Sandra N. Duffy
Sandra N. Duffy, Assistant County Counsel

03/03/95:1

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



MULTNOMAH COUNTY OREGON

OFFICE OF THE BOARD CLERK
SUITE 1510, PORTLAND BUILDING
1120 S.W. FIFTH AVENUE
PORTLAND, OREGON 97204

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
CLERK'S OFFICE •	248-3277 •	248-5222

March 3, 1995

*The Gleanings Foundation
6540 SW 155th Avenue
Beaverton, OR 97007*

Dear Applicant:

Please be advised that the Multnomah County Board of Commissioners will consider the Gleanings Foundation Application for Property Tax Exemption on Thursday, March 9, 1995 - 9:30 AM. Enclosed is a copy of the Multnomah County Board Agenda for the week of March 6, 1995 - March 10, 1995.

Do not hesitate to call me at 248-5222 if I can be of further assistance.

Respectfully,

*Carrie A. Parkerson
Board Clerk for
Multnomah County, Oregon*

c:Sandra Duffy

Meeting Date:

~~MAR 0 2 1995~~

MAR 0 9 1995

Agenda No:

~~R-3~~

R-6

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: First Reading of Ordinance Amending the Multnomah County Comprehensive Plan Map and Sectional Zoning Maps and Correcting Errors in Ordinance 745.

BOARD BRIEFING

Date Requested:

Amount of Time Needed:

REGULAR MEETING

Date Requested:

March 2, 1995

Amount of Time Needed:

20 minutes

DEPARTMENT: DES

DIVISION: Planning

CONTACT: Mark Hess 2597

TELEPHONE: 248-3043

BLDG/ROOM: 412/106

PERSON(S) MAKING PRESENTATION: Mark Hess

ACTION REQUESTED

☐ Informational Only

☐ Policy Direction

☒ Approval

☐ Other

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

This ordinance is recommended for adoption because the affected properties were erroneously designated CFU on the Plan and Zoning maps in 1992 when the County amended its comprehensive plan and zoning maps in response to Goal 4 rule. This proposal would change the subject properties to their prior plan map designation of Multiple Use Agriculture (MUA) and change the Zoning map designation from CFU (Commercial Forest Use) to MUA-20 (Multiple Use Agriculture).

SIGNATURES REQUIRED:

Elected Official: _____

OR

Department Manager: *RSR* _____

BOARD OF
COUNTY COMMISSIONERS
1995 FEB 21 PM 12:26
MULTNOMAH COUNTY
OREGON

Copy of Ord. #812 sent to Mark Hess & Ord. Sub. List on 3-13-95

ORDINANCE FACT SHEET

Ordinance Title:

"...An Ordinance Amending the Multnomah County Comprehensive Plan Map and Sectional Zoning Maps and Correcting Errors in Ordinance 745..."

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

This ordinance is recommended for adoption because the affected properties were erroneously designated CFU on the Plan and Zoning maps in 1992 when the County amended its comprehensive plan and zoning maps in response to Statewide Goal 4 rule. This proposal would change the subject properties to their prior plan map designation of Multiple Use Agriculture (MUA) and change the Zoning map designation from CFU (Commercial Forest Use) to MUA-20 (Multiple Use Agriculture). The Planning Division explored whether the plan map and zoning amendments could or should be included as part of the Rural Area Plan program for Sauvie Island and Multnomah Channel. However, since the rural area plan process would likely require a 1 to 2 year waiting period to accomplish the map corrections, and the map changes proposed would implement existing plan policies and programs, and the purpose of the proposed ordinance is to correct a mapping error made in 1992, the proposed ordinance is the alternative recommended to the Board.

What other local jurisdictions have enacted similar legislation?

Every county in Oregon is required to comply with the Statewide Goal 4 (Forest) Rule. Proposed amendments to County comprehensive plan map(s) and/or zoning map(s) must comply with ORS 197.610 and OAR Chapter 660, Division 18.

What is the fiscal impact, if any?

Property owners within the subject area contend that the CFU plan and zone changes in 1992 effectively diminished the value of their land because the existing moorages and marinas became "non-conforming uses". A diminution in the value of these lands could have a minor effect on County property tax revenues. No other fiscal impact to the County has been identified.

SIGNATURES

Person filling out form: Mark A. Hen

Planning and Budget (if fiscal impact): ASD

Department Manager / Elected Official: PSR DePaune



MULTNOMAH COUNTY OREGON

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

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: Multnomah County Board of Commissioners

FROM: Mark R. Hess, Planner

TODAY'S DATE: February 21, 1995

**REQUESTED
PLACEMENT DATE:** March 2, 1995

SUBJECT: PROPOSED REVISIONS TO THE COMPREHENSIVE PLAN MAP & ZONING MAPS:
CORRECT ERRORS ON THE PLAN AND ZONING MAPS FOR LAND BETWEEN
HIGHWAY 30 AND MULTNOMAH CHANNEL

I. RECOMMENDATION/ACTION REQUESTED:

Adoption of an Ordinance amending the Multnomah County Comprehensive Plan Map and Sectional Zoning Maps and correcting errors in Ordinance 745. The Comprehensive plan map and corresponding changes to zoning maps affects about 65 acres of land located on the west bank of Multnomah Channel, east of Highway 30, both north and south of the Sauvie Island Bridge. A Planning Commission resolution and proposed Ordinance is attached to this memorandum for consideration by the Board of County Commissioners. A public hearing on this matter is scheduled at 9:30 A.M., on March 2, 1995.

II. BACKGROUND/ANALYSIS:

In 1992, the County amended its comprehensive plan and zoning maps in response to the Statewide Goal 4 rules for Forest lands [refer to Ordinance 745, adopted December 8, 1992]. Certain moorage and marina properties east of Highway 30 were erroneously designated CFU on the Plan and Zoning maps during this process. These are described in the Public Notice for C 1-95 mailed December 30, 1994 (see Location section).

The County first designated the subject area MUA in 1977 because these lands are not primarily valued for agricultural or forest uses. The MUA plan designation of this area was acknowledged by the Land Conservation and Development Commission (LCDC) in 1980 and again in 1983. However, the base zone applied in 1977 was *Multiple Use Forest* (MUF), not *Multiple Use Agriculture* (MUA). Former Staff explain that this area had characteristics of both MUF and MUA lands and two zoning districts had few substantive differences.

A mapping error in 1992 included the subject properties in the plan and zone changes which converted all lands subject to Statewide Goal 4 to a CFU plan and zone designation. The mapping error probably occurred because this area was zoned MUF-19 and the zone was erroneously assumed to correspond to a forest designation on the plan map. Whatever the case, Ordinance 745 changed the plan and zone designations to CFU for the area between Multnomah Channel and St. Helens Road (Highway 30), extending from the Portland city limits on the south, to about one-half mile north of the Sauvie Island Bridge.

III. FINANCIAL IMPACT:

The moorage owners within the subject area contend that the CFU plan and zone changes in 1992 effectively diminished the value of their land because the existing moorages and marinas became "non-conforming uses". A diminution in the value of these lands could have a minor effect on County property tax revenues. No other fiscal impact to the County has been identified.

IV. LEGAL ISSUES:

The proposed plan map revision from Commercial Forest Use to Multiple Use Agriculture and zone change from CFU to MUA-20 are recommended to correct the 1992 changes and are consistent with the County's acknowledged Plan and comply with ORS 197.610 and OAR Chapter 660, Division 18.

V. CONTROVERSIAL ISSUES:

There were no opponents or other public testimony submitted to the Planning Commission in January, 1995. The recommended plan map revision and zone change will correct map errors from 1992 and are consistent with the County's acknowledged Plan.

VI. LINK TO CURRENT COUNTY POLICIES:

The CFU plan and zone currently applied to the subject properties is not consistent with existing plan policies and programs. Specifically, Policies: 24, Housing Location, and 26, Houseboats, identify this river reach as suitable for moorage and marina related uses. The purpose of the proposed ordinance is to correct a mapping error made in 1992 and apply zoning consistent with existing policies.

VII. CITIZEN PARTICIPATION:

The Waterfront Owners and Operators Association initially brought the map errors to the County's attention in 1994. There were no opponents or other public testimony submitted to the Planning Commission in January, 1995. Notice of the public hearings on the map corrections was mailed to each member of the Waterfront Owners and Operators Association, and to all owners of 'real' property (on land) or 'personal' (floating) property within the subject reach of

Multnomah Channel affected by the proposed map changes [based on County Assessor's 1994 Moorage Reports and property records]

VIII. OTHER GOVERNMENT PARTICIPATION:

Notice of the Hearings on the map corrections was provided to: the Department of Land Conservation and Development (DLCD), the Division of State Lands, the State Parks Department, and the US Army Corps of Engineers. These agencies did not provide testimony or written comment to the Planning Commission.

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR MULTNOMAH COUNTY, OREGON

ORDINANCE NO. 812

An Ordinance Amending the Multnomah County Comprehensive Plan Map and Sectional Zoning Maps and Correcting Errors in Ordinance 745

Multnomah County Ordains as follows:

Section I. Findings.

(A) In 1992, the County amended its comprehensive plan and zoning maps in response to the Statewide Goal 4 rules for Forest lands [reference Ordinance 745, adopted December 8, 1992]. Certain moorage and marina properties east of Highway 30 were erroneously designated CFU on the Plan and Zoning maps during this process. The specific properties affected are listed in Sections II and III below and depicted on the Vicinity Map included with the Notice of Public Hearing. (reference: Exhibit A).

(B) The map revisions adopted in 1992 were intended to change the plan and zone designations for forest lands subject to the amended Statewide Planning Goal 4. The maps adopted by the County under Ordinance 745 included certain moorages and marina properties along the west bank of Multnomah Channel in the areas which were changed to a Commercial Forest Use (CFU) plan and zone designation.

(C) The Multnomah County Planning Commission recommends revisions to the plan map to return the subject area to the Multiple Use Agriculture (MUA) designation which was first applied by the County in 1977. The MUA designation on the plan map was acknowledged

1 by the State Land Conservation and Development Commission in 1980 and 1983. The
2 proposed plan map revision would correct errors made in 1992 and change the designation of
3 the moorage and marina properties east of Highway 30 from CFU to MUA. (reference: Exhibit
4 B; Planning Commission Resolution C 1-95; 1/23/95)

5
6 (D) Comprehensive Framework Plan Policy 3: Citizen Involvement, specifies that
7 public information and involvement on planning issues shall occur, consistent with Statewide
8 Planning Goal 1. On January 23, 1995, the Planning Commission held a public hearing to
9 review the proposed map revisions. Notice of the hearing was mailed to 64 addresses,
10 including interested groups and agencies, and all owners of floating property in the subject area
11 listed in County Assessor's moorage reports for 1994. Notices of the hearings on this matter
12 were published in the newspaper of general circulation in Multnomah County, and all interested
13 persons were given opportunity to appear and be heard at the hearings before the Planning
14 Commission and Board.

15
16 Section II. Amendment of Framework Plan Map.

17 (A). The Multnomah County Comprehensive Framework Plan map is hereby amended
18 to designate the following properties Multiple Use Agriculture (MUA) as depicted in Exhibit D
19 — *Proposed Comprehensive Plan Designations, C 1-95*: Tax Lots 6, 8, 10, 11, 13, 16, 23, 44,
20 47, 50, 51, 64, 65, 66 & 90 of Township 2-North, Range 1-West, Section 28; Tax Lots 16, 24,
21 30 & 31 of Township 2-North, Range 1-West, Section 33; Tax Lot 3 of Township 2-North,
22 Range 1-West, Section 34; and Tax Lot 1 of Lot C of Lucerne Subdivision.

23
24 Section III. Amendment of Zoning Maps.

25 (A). Amendments to Sectional Zoning Maps (67, 69, 70, 85, & 88) changing the
26 zoning of the following properties from CFU to MUA-20 are hereby adopted as depicted in

Exhibit E — *Proposed Zoning Map Designations, C 1-95*: Tax Lots 6, 8, 10, 11, 13, 16, 23, 44, 47, 50, 51, 64, 65, 66 & 90 of Township 2-North, Range 1-West, Section 28; Tax Lots 16, 24, 30 & 31 of Township 2-North, Range 1-West, Section 33; Tax Lot 3 of Township 2-North, Range 1-West, Section 34; and Tax Lot 1 of Lot C of Lucerne Subdivision. The *Willamette River Greenway* (WRG), *Flood Fringe* (FF), and *Floodway* (FW) overlay districts are not affected by the proposal.

Section IV. Adoption

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

ADOPTED THIS 9th day of March, 1995, being the date of its second reading before the Board of County Commissioners of Multnomah County.



By Beverly Stein
Beverly Stein, County Chair
MULTNOMAH COUNTY, OREGON

REVIEWED:

John DuBay
John DuBay, Deputy County Counsel
of Multnomah County, Oregon



DEPARTMENT OF ENVIRONMENTAL SERVICES
DIVISION OF PLANNING AND DEVELOPMENT
2115 SE Morrison Street
Portland, Oregon 97214 (503) 248-3043

NOTICE OF A PUBLIC HEARING

POSTPONED TO: **MARCH 2, 1995 @ 9:30 A.M.**

Case File:

C 1-95

Scheduled Before:

Board of County Commissioners

Hearing Date, Time, & Place: ~~February 28, 1995, at 1:30 p.m.~~ POSTPONED to 3/2/95
Multnomah County Courthouse, Room 602
1021 SW 4th Avenue, Portland

Proposal Summary: The Planning Commission unanimously recommends the Board of County Commissioners consider a revision of the Multnomah County Comprehensive Plan Map and amendments to Sectional Zoning Maps (67, 69, 70, 85, & 88) for nine (9) moorage/marina properties located between Highway 30 and the Multnomah Channel in the vicinity of the Sauvie Island Bridge. In 1992, the County amended its comprehensive plan and zoning maps in response to the Statewide Goal 4 rule imposed by the Land Conservation and Development Commission [Mult. Co. Ord. #745]. The properties described below (see Location section) were erroneously designated CFU on the Plan and Zoning maps during this process. This proposal would change the subject properties to their original plan map designation of Multiple Use Agriculture (MUA) and the corresponding Zoning map designation of MUA. The original MUA Plan map designation was applied to the subject area because these lands are not valued for either Exclusive Farm Use (EFU) or Commercial Forest Use as acknowledged by the Land Conservation and Development Commission (LCDC) in 1980 and again in 1983.

After conducting a public hearing on January 23, 1995, the Planning Commission found the proposal consistent with Statewide Planning Goals and Multnomah County Comprehensive Framework Plan policies and unanimously approved Resolution C 1-95 in support of the proposed plan map and zone changes.

Location or Areas which may be Affected: The proposed plan and zoning map changes will affect nine (9) moorage/marina properties between Highway 30 and Multnomah Channel and the submerged lands, floating structures, and water areas adjacent to these properties extending to the center of the channel from the west bank, in the vicinity of the Sauvie Island Bridge. Specific properties affected include: Tax Lots 6, 8, 10, 11, 13, 16, 23, 44, 47, 50, 51, 64, 65, 66 & 90 of T2N, R1W, Section 28; Tax Lots 16, 24, 30 & 31 of T2N, R1W, Section 33; Tax Lot 3 of T2N, R1W, Section 34; and Tax Lot 1 of Lot C of Lucerne Subdivision.

Notice of Postponed Hearing
Board of County Commissioners;
Case File: C 1-95

Notices mailed: February 14, 1995

Notice of Postponed Hearing;
Board of County Commissioners:
Case File: C 1-95
Page 2

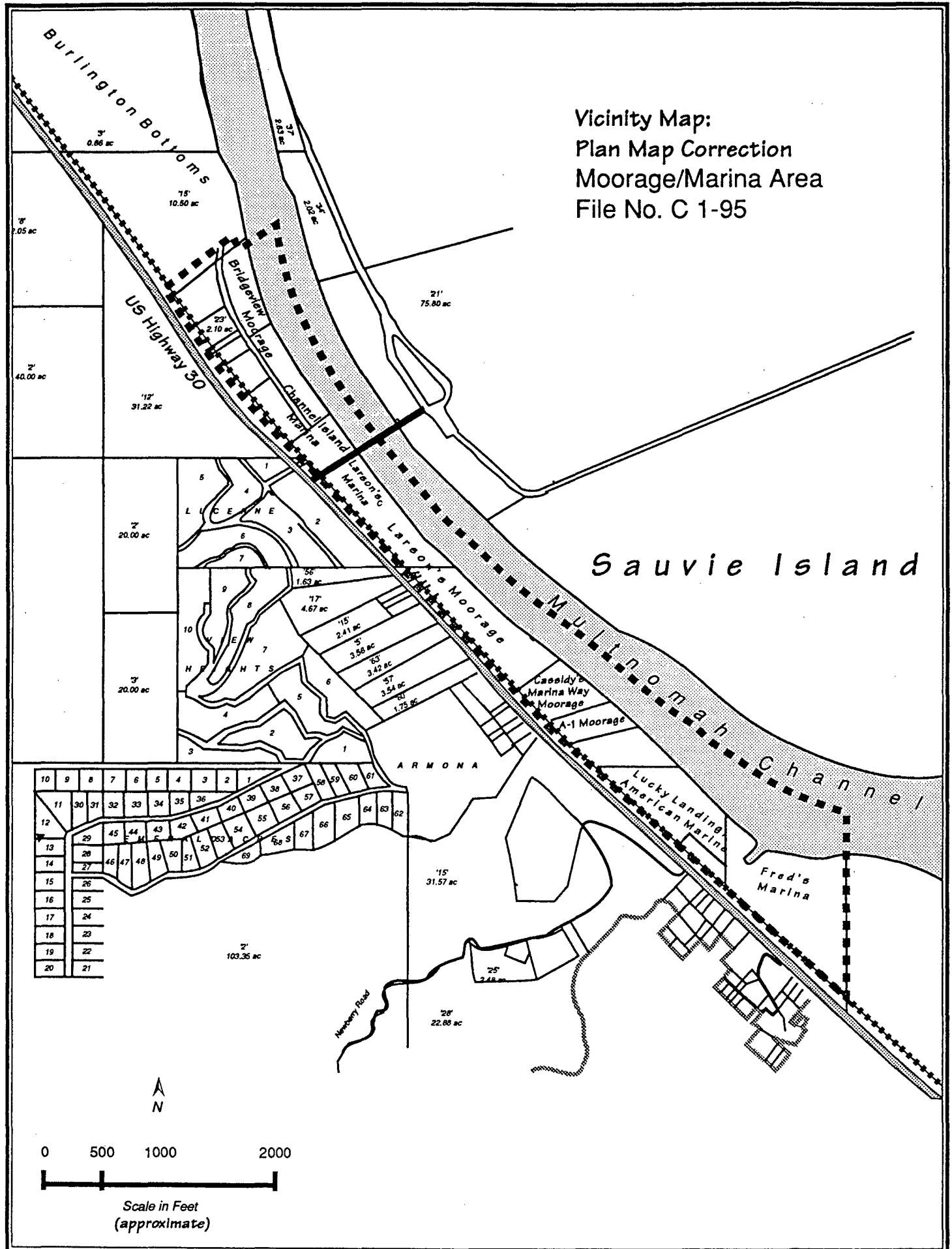
Public Participation and Hearing Process: The case file and other information related to this proposal is available for inspection at the Division of Planning and Development, located at 2115 SE Morrison, Portland. Copies may be purchased for 30-cents per page. The Planning Commission Resolution (C 1-95) and associated Staff Report is available at least 7 days before the scheduled Board Hearing. To obtain further information on this case, or to request a copy of the resolution or staff report, call Mark Hess at (503) 248-3043 [M-F, 8:30-4:30].

To comment on this proposal, you may write to the Board of County Commissioners in c/o Planning Division, or attend and speak at the hearing (refer to top of notice for time and location). All written comments received at the Planning Division office by 4:30 P.M. on the day preceding the hearing will be compiled and distributed to the Board at or before the hearing.

The hearing shall be conducted pursuant to the Board of County Commissioners rules and procedures. The Board will deliberate the Planning Commission's recommendation after receiving public comment(s). A decision may be announced by the Board at the hearing, or, if continued, at a subsequent Board meeting. Persons or organizations that received this notice will also be notified of the Board's final decision(s) on this matter.

This building is Wheel-Chair Accessible. Multnomah County TDD Line - 248-5040

Vicinity Map:
Plan Map Correction
Moorage/Marina Area
File No. C 1-95



**BEFORE THE PLANNING COMMISSION
FOR MULTNOMAH COUNTY**

In the Matter of Recommending Adoption of an)
Ordinance Amending the Comprehensive)
Framework Plan Map and Sectional Zoning)
Maps and Correcting Errors in Ordinance 745)

**RESOLUTION
C 1-95**

WHEREAS, The Planning Commission is authorized by Multnomah County Code, Chapter 11.05 and by ORS 215.110, to recommend to the Board of County Commissioners the adoption of Ordinances to carry out and amend the Multnomah County Comprehensive Plan and its implementing ordinances; and

WHEREAS, In 1992, the Board of Commissioners revised the Multnomah County Comprehensive Plan Map and Sectional Zoning Maps under Ordinance 745; and,

WHEREAS, The map revisions adopted were intended to change the plan and zone designations for forest lands subject to the amended Statewide Planning Goal 4; and,

WHEREAS, The maps adopted by the County under Ordinance 745 included certain moorages and marina properties along the west bank of Multnomah Channel in the areas changed to Commercial Forest Use (CFU) plan and zone designations; and,

WHEREAS, The Multnomah County Planning Director recommends revisions to the plan map and zoning designation because a Multiple Use Agriculture (MUA) plan designation was applied by the County in 1977; and,

WHEREAS, The Multnomah County Comprehensive Plan was acknowledged by the State Land Conservation and Development Commission in 1980 and 1983; and,

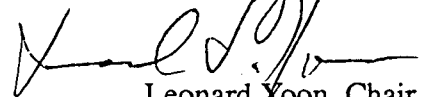
WHEREAS, The proposed plan map revision would correct map errors from 1992 by changing the designation of the moorage and marina properties east of Highway 30 from CFU to MUA; and,

WHEREAS, The proposed zoning map changes would correct map errors from 1992 and change the designation of the moorage and marina properties east of Highway 30 from CFU to MUA-20; and,

WHEREAS, The Planning Commission considered this Ordinance at a public hearing on January 23, 1995, where all interested persons were given an opportunity to appear and be heard,

NOW, THEREFORE BE IT RESOLVED that the Ordinance captioned "...An Ordinance Amending the Multnomah County Comprehensive Plan Map and Sectional Zoning Maps and Correcting Errors in Ordinance 745...", is hereby recommended for adoption by the Board of County Commissioners.

Approved this 23 day of JANUARY, 1995



Leonard Yoon, Chair
Multnomah County Planning Commission

**MULTNOMAH COUNTY OREGON**

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

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

M E M O R A N D U M

TO: Multnomah County Planning Commission

FROM: Mark R. Hess, Planner

DATE: January 13, 1995

SUBJECT: **PROPOSED REVISIONS TO THE COMPREHENSIVE PLAN MAP & ZONING MAPS:
CORRECT ERRORS ON THE PLAN AND ZONING MAPS FOR LAND BETWEEN
HIGHWAY 30 AND MULTNOMAH CHANNEL**

The Planning Director recommends a revision of the Comprehensive plan map and proposes changes on corresponding zoning maps for about 65 acres of land located on the west bank of Multnomah Channel, east of Highway 30, both north and south of the Sauvie Island Bridge. A draft resolution and proposed Ordinance is attached to this memorandum for consideration by the Planning Commission. A public hearing on this matter is scheduled at 6:00 P.M., on January 23, 1994 (NOTE: hearing will be held at the Planning Office on Morrison Street).

1. Summary of the Proposal:

The Planning Director proposes a revision of the Multnomah County Comprehensive Plan Map to remove the *Commercial Forest Use* (CFU) plan designation and again designate the subject properties Multiple Use Agriculture (MUA). The proposal includes amendments to Sectional Zoning Maps (67,69,70,85, & 88) to change the zoning of the properties from CFU to MUA-20. Existing *Willamette River Greenway* (WRG), *Flood Fringe* (FF), and *Floodway* (FW) overlays are not affected by the proposal.

2. Site and Vicinity Information:

The area of the proposed plan map and zone change is approximately 65 acres of land situated along the west bank of Multnomah Channel, immediately north and south of the Sauvie Island Bridge. The Burlington Northern rail-line is near the west

boundary of the area proposed to be changed on the plan and zoning maps. Highway 30 (St. Helens Road) forms the west boundary. The land between the Channel and the highway, north of the Portland city limits is generally flat with some portions below the 100-year flood elevation. Most of the properties in this reach are developed with river-related recreation and/or residential (houseboat) development. The area of the proposed map revisions is one of only two river reaches in unincorporated Multnomah County designated as *suitable for houseboats* [reference Policy 26, Houseboats].

North of the subject site is the Burlington Bottoms wetlands. East of the site is Multnomah Channel. The Channel is about 600 to 800 feet wide at the site. Sauvie Island agricultural lands dominate the area across the Channel from the subject site. The Alder Creek Lumber facility is located at the south tip of the Island. Lands west of Highway-30 are generally forest resource lands, with scattered rural residences. The Angel Brothers rock quarry site lies to the northwest.

3. Background and Recommendation:

In 1992, the County amended its comprehensive plan and zoning maps in response to the Statewide Goal 4 rules for Forest lands [reference Ordinance 745, adopted December 8, 1992]. Certain moorage and marina properties east of Highway 30 were erroneously designated CFU on the Plan and Zoning maps during this process. These are described in the Public Notice for C 1-95 mailed December 30, 1994 (see Location section).

The County first designated the subject area MUA in 1977 because these lands are not primarily valued for agricultural or forest uses. The MUA plan designation of this area was acknowledged by the Land Conservation and Development Commission (LCDC) in 1980 and again in 1983. However, the base zone applied in 1977 was *Multiple Use Forest* (MUF), not *Multiple Use Agriculture* (MUA). Former Staff explain that this area had characteristics of both MUF and MUA lands and two zoning districts had few substantive differences. The area was zoned MUF-19 in 1980.

A mapping error in 1992 included the subject properties in the plan and zone changes which converted all lands subject to Statewide Goal 4 to a CFU plan and zone designation. The mapping error probably occurred because this area was zoned MUF-19 and the zone was erroneously assumed to correspond to a forest designation on the plan map. Whatever the case, Ordinance 745 changed the plan and zone designations to CFU for the area between Multnomah Channel and St. Helens Road (Highway 30), extending from the Portland city limits on the south, to about one-half mile north of the Sauvie Island Bridge.

*C 1-95 Staff Recommendation
January 13, 1995
Page Three*

The proposed plan map revision from Commercial Forest Use to Multiple Use Agriculture and zone change from CFU to MUA-20 are recommended to correct the 1992 changes and are consistent with the County's acknowledged Plan.

Background materials enclosed include:

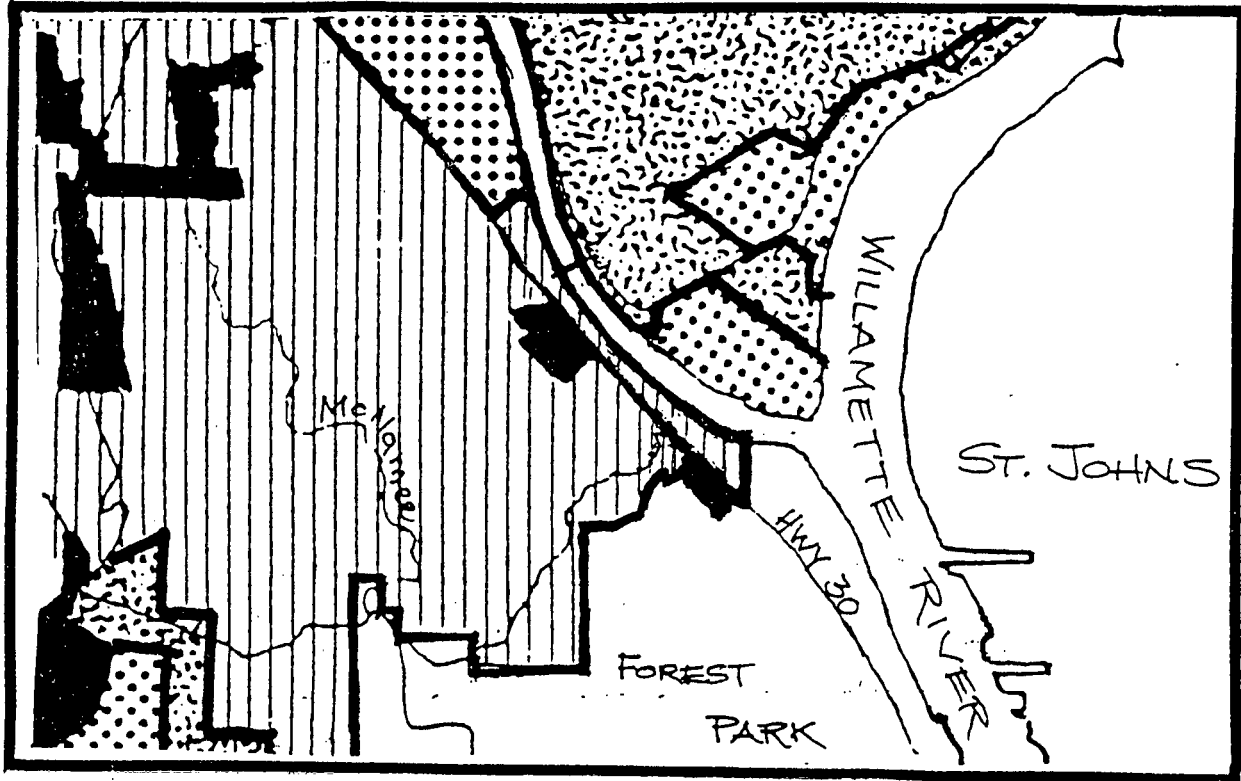
1. The Public Notice of the Planning Commission hearing on C 1-95;
2. Vicinity Map of affected properties
3. Existing Comprehensive Plan Map designations;
4. Proposed Comprehensive Plan Map designations;
5. Existing Zoning Map designations;
6. Proposed Zoning Map designations;
7. Draft Planning Commission Resolution for C 1-95; and,
8. Draft Ordinance text to adopt proposed plan map revision and zone change;

If you have questions on these materials, please call (503) 248-3043.



EXISTING COMPREHENSIVE PLAN DESIGNATIONS
CASE FILE: C 1-95

MULTNOMAH COUNTY



MULTIPLE USE AGRICULTURE



AGRICULTURE



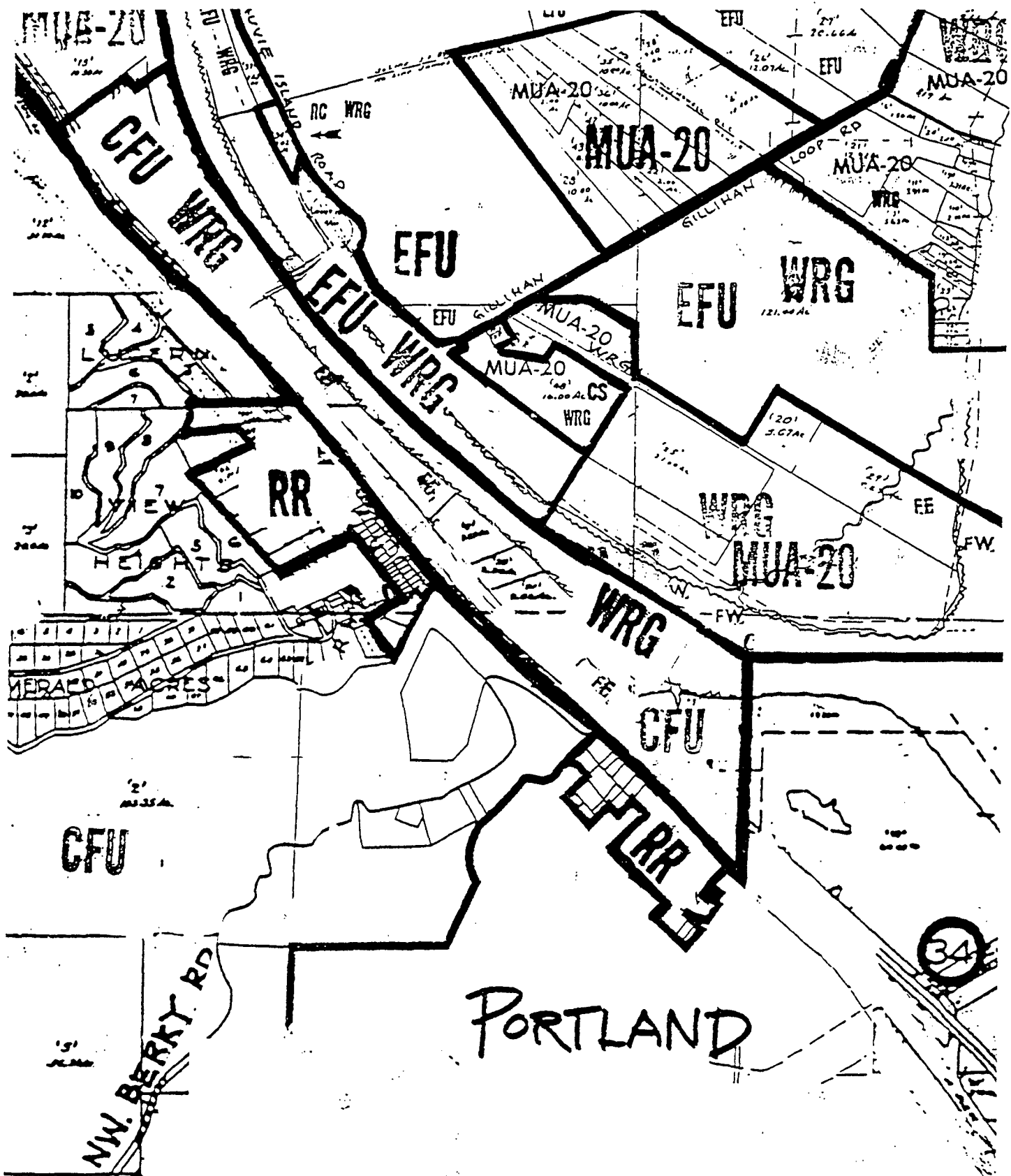
COMMERCIAL FOREST USE



RURAL RESIDENTIAL



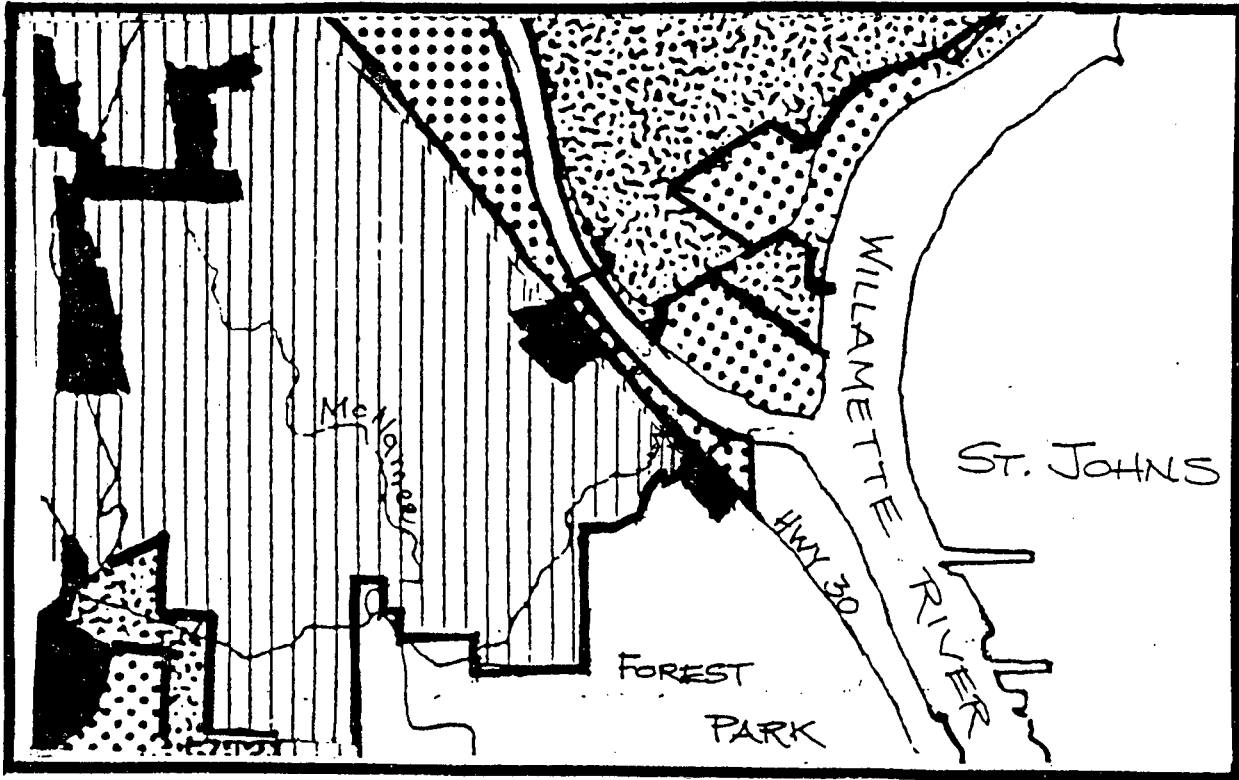
MULTNOMAH COUNTY





PROPOSED COMPREHENSIVE PLAN DESIGNATIONS
CASE FILE: C 1-95

MULTNOMAH COUNTY



MULTIPLE USE AGRICULTURE



AGRICULTURE



COMMERCIAL FOREST USE



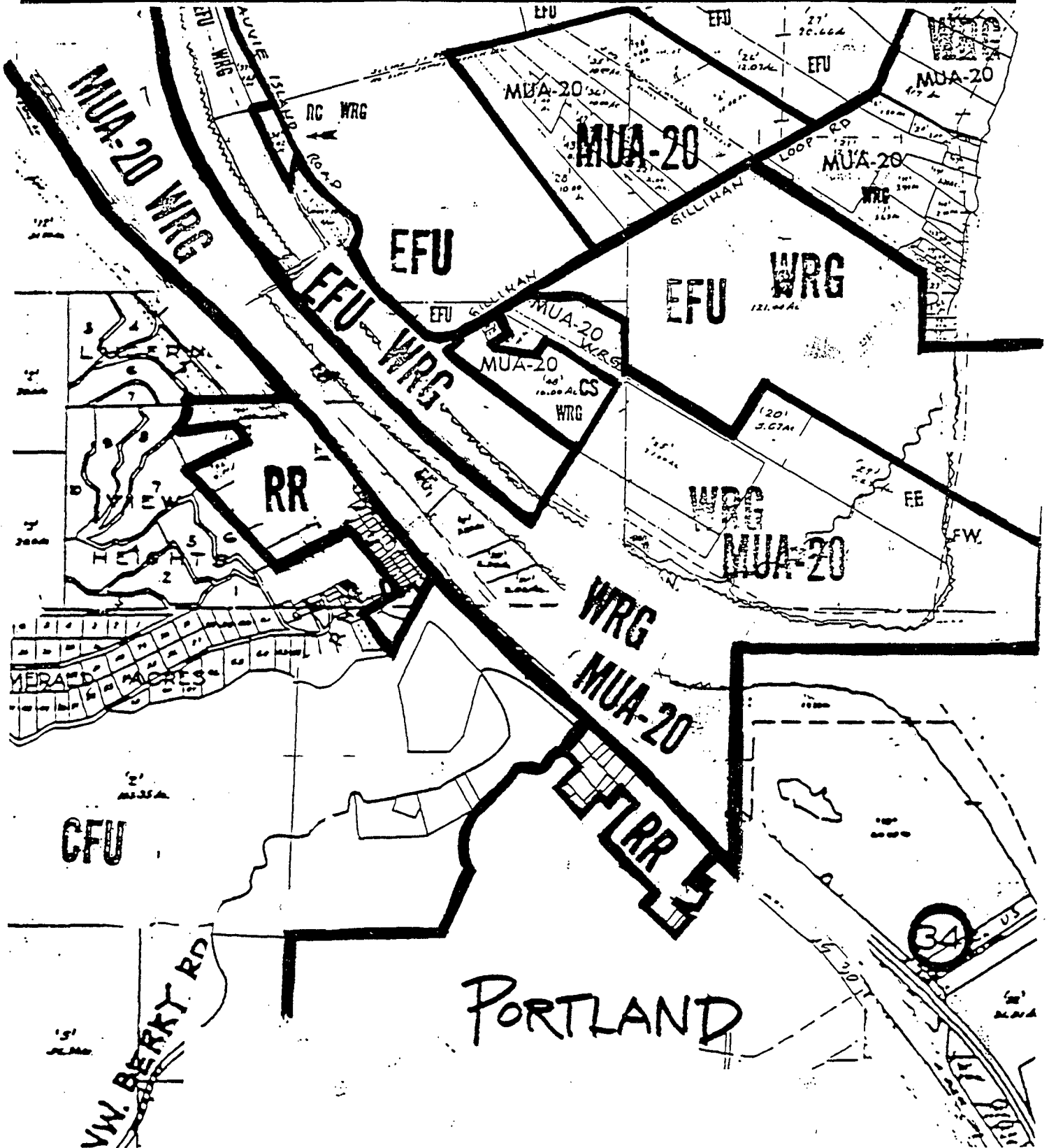
RURAL RESIDENTIAL





MULTNOMAH COUNTY

PROPOSED ZONING MAP AMENDMENTS
CASE FILE: C 1-95



MEETING DATE:

~~MAR 0 2 1995~~

MAR 0 9 1995

AGENDA NO:

~~RA~~

R-7

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Intergovernmental Agreement with city of Gresham for Transfer of Roads

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: March 2, 1995

Amount of Time Needed: 5 minutes

DEPARTMENT: Environmental Services DIVISION: Transportation

CONTACT: Ed Abrahamson TELEPHONE #: X6992
BLDG/ROOM #: #425/Yeon

PERSON(S) MAKING PRESENTATION: Larry F. Nicholas

ACTION REQUESTED:

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

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

Approval by the Board of County Commissioners is sought for the Transportation Initiative Agreement with the city of Gresham to transfer approximately 70 miles of county roads and \$400,000.00 annually to the city of Gresham.

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: RCT 

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

AGEN. PL Originals Sent to Ed Abrahamson on 3-10-95. 6/93

MULTI-MEDIA COUNTY
OREGON
1995 FEB 22 AM 10:38
COUNTY COMMISSIONERS



MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES
TRANSPORTATION DIVISION
1620 S.E. 190TH AVE.
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 of Transportation

LFN by RCT

TODAY'S DATE: February 16, 1995

REQUESTED PLACEMENT DATE: March 2, 1995

RE: ~~Public Hearing to~~ Approve *Transportation Initiatives'* Intergovernmental Agreements
with the Cities of Troutdale and Gresham

I. Recommendation/Action Requested

Approval by the Board of County Commissioners is sought for the *Transportation Initiatives'* Intergovernmental Agreements with the cities of Troutdale and Gresham.

II. Background/Analysis

In November 1993, the Multnomah County Commission wrote the Gresham City Council stating their commitment to moving forward in resolving transportation issues in a manner that best serves the public interest while meeting the needs of each affected jurisdiction. This correspondence followed the defeat of Ballot Measure 26-1, which would have required the County to transfer all roads and the stormwater system, together with revenue, to any city within the County that requested such a transfer.

In December 1993, elected officials from Fairview, Gresham, Troutdale, Wood Village, and Multnomah County met to discuss the road transfer issue. For the following four months discussions continued, and a work plan was developed.

On May 2, 1994, staff from the cities and county met for an all-day training session on teamwork. At the conclusion of the training, work teams were created in the areas of development permits, stormwater, road transfer, transportation planning, revenue sharing, personnel, and communications. Each work team was required to elect a chair, a scribe, a liaison, to agree on a vision, set goals, and set a schedule to meet the November 1994 deadline for transfer of roads.

From this, each work team was to draft a Memorandum of Understanding that would be used to create the Intergovernmental Agreement (IGA). Larry F. Nicholas, Multnomah County Director of Transportation; and Greg DiLoreto, Gresham Environmental Services Director, served on the Liaison Team, together with other representatives from the work teams. The effort became known as *Transportation Initiatives*. It was the Liaison Team's responsibility to help the work teams through any problems they might have, in addition to keeping the process on schedule.

The IGA(s) addresses a number of issues in the transfer of roads, stormwater facilities, permits, and transportation planning. The IGA(s) begins by addressing the reasons for the change in transportation responsibilities, as well as the roles and responsibilities of the County and the cities of Gresham and Troutdale. Then each section of the IGA(s) addresses a work team element, as follows: (A Description of revenue/financial impacts can be found in Section III, Financial Impacts.)

A. Transfer of Roads

Gresham: The County will transfer to Gresham approximately 70 miles of roads, including all local roads and most collectors; the County will retain all arterials. Gresham will transfer to the County Eastman Parkway, Highland Drive, and Airport Way (if Gresham acquires ownership).

Troutdale: The County will transfer to Troutdale one mile of road. The County will retain all arterials.

B. Transportation Planning

Gresham and Troutdale shall each have responsibility to develop a local transportation system plan.

C. Development Review and Permit Issuance

The County will transfer the issuance of access permits along County roads to Gresham and Troutdale. Design review approval shall be by Gresham and Troutdale. Permits for utility cuts such as gas, electric, and telephone, shall be the responsibility of the County.

D. Stormwater Management

The County shall transfer to Gresham and Troutdale the stormwater systems located within each County road that is transferred. All of the drainage facilities (including storm lines, dry wells, catch basins, and ditch facilities) should be transferred along with the street right-of-way.

E. Personnel

No County employees will be laid off or transferred as a result of the IGA(s). The County has three vacant positions, although it does not intend to fill these positions.

III. Financial Impact:

Gresham: The County agrees to transfer to Gresham the following:

1. \$400,000 per year plus COLA (based on Portland CPI) to begin July 1, 1995.
2. County will complete capital improvements to Walters Road (complete) and 190th Avenue between Yamhill St. and Division St.
3. County will provide engineering and contract management to Bull Run Road. Gresham will pay for construction, construction to occur within 5 years.
4. County will give Gresham a pickup truck.
5. Gresham will continue to purchase signs from the County.
6. Gresham will buy rock from the County.
7. County and Gresham will work together on joint purchasing items.
8. Gresham will retain right to buy other contractual services.

Troutdale: The County agrees to transfer to Troutdale the following:

1. \$5,600 per year plus COLA (based on Portland CPI) to begin July 1, 1995.
2. Troutdale will continue to purchase signs from the County.
3. Troutdale will continue to obtain other maintenance services from the County in accordance with a separate maintenance agreement.
4. Troutdale and the County will cooperate on joint purchasing items. Troutdale may also purchase other contractual services from the County.

IV. Legal Issues

The proposed transfer of roads and other resources required as outlined in the respective IGAs require review by County Counsel for form and content. O.R.S. 190.010 et seq. provides for intergovernmental agreements between units of local governments to allow the performance of functions or activities by one unit of local government for another.

O.R.S. 190.020 requires that an intergovernmental agreement contemplating the performance of functions or activities by one unit of government for another shall specify the responsibilities and the apportionment of funds between the parties.

V. Controversial Issues

Following the defeat of Ballot Measure 26-1 in November 1993, the Board of County Commissioners stated their commitment to moving forward in resolving transportation issues in a manner that best serves the public interest while meeting the needs of each affected jurisdiction. The IGA(s) is a result of a Team Building process. There are constituents who believe that the results of Ballot Measure 26-1 should be followed, calling for the County to retain jurisdiction of the roads.

VI. Link to Current County Policies

The IGA(s) is a result of negotiations conducted as the *Transportation Initiatives* process. This process was undertaken at the direction of the Board of County Commissioners to resolve issues that best serve the public interest as it relates to:

1. Roadway jurisdiction
2. Transportation planning
3. Development review and permit issuance
4. Stormwater management
5. Personnel
6. Resources

VII. Citizen Participation

Transportation Initiatives was solely negotiations between the County and the cities of Troutdale, Fairview, Wood Village, and Gresham. No citizen input was required or sought. The IGAs for Troutdale and Gresham have been approved at their own respective public hearings before the city council(s). Citizen testimony at the Board of County Commissioners meeting is not expected.

VIII. Other Government Participation

The IGAs presently under consideration are between the County and Gresham; and the County and Troutdale. A similar IGA is presently being considered by the city of Fairview and will be brought before the Board of County Commissioners upon approval by the Fairview City Council.

The city of Wood Village was an active partner in the *Transportation Initiatives*. However, as there is no transfer of resources between the County and Wood Village, no IGA is necessary. Instead, the Memoranda of Understanding developed during the *Transportation Initiatives* process, which were used as the basis for the Gresham, Troutdale, and Fairview IGAs, are sufficient for transportation related concerns.

**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 301745

Amendment # _____

CLASS I <input type="checkbox"/> Professional Services under \$25,000	CLASS II <input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	CLASS III <input checked="" type="checkbox"/> Intergovernmental Agreement APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>R-7</u> DATE <u>3/9/95</u> <u>Carrie A. Parkerson</u> BOARD CLERK
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Department Environmental Services Division Transportation Date 2/16/95Contract Originator Larry F. Nicholas Phone 248-5050 Bldg/Room #425/YeonAdministrative Contact L. Nicholas or E. Abrahamson Phone 248-5050 Bldg/Room #425/YeonDescription of Contract Intergovernmental Agreement with the city of Gresham to transfer 70 miles of county roads to the city of Gresham along with the appropriate funding.

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

ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ QRF

Contractor Name City of Gresham
 Mailing Address 1333 NW Eastman Parkway
Gresham, OR 97030
 Phone 669-2402 (Greg DiLoreto)
 Employer ID# or SS# _____
 Effective Date Upon execution
 Termination Date Upon completion
 Original Contract Amount \$ 400,000.00 per year
 Total Amount of Previous Amendments \$ _____
 Amount of Amendment \$ _____
 Total Amount of Agreement \$ 400,000.00 annually

Remittance Address _____
(If Different) _____

Payment Schedule _____ Terms _____

☐ Lump Sum \$ _____ ☐ Due on receipt
☐ Monthly \$ _____ ☐ Net 30
☒ Other \$400,000.00 ☐ Other _____
paid annually as billed
☐ Requirements contract ☐ Requisition required.

Purchase Order No. _____

☐ Requirements Not to Exceed \$ _____Encumber: Yes ☐ No ☐Date 2/17/95

Date _____

Date 2/22/95Date 3/9/95

Date _____

REQUIRED SIGNATURES:Department Manager R. T. McBeth/William/WhitcombPurchasing Director _____
(Class II Contracts Only)County Counsel [Signature]County Chair / Sheriff [Signature]Contract Administration _____
(Class I, Class II Contracts Only)

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT		\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC	IND
01.	150	030	6000			6050						
02.												
03.												
* If additional space is needed, attach separate page. Write contract # on top of page.												

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION

CANARY - INITIATION

PINK - FINANCE

INTERGOVERNMENTAL AGREEMENT BETWEEN MULTNOMAH COUNTY AND THE CITY OF GRESHAM FOR TRANSFER OF COUNTY ROADS

THIS AGREEMENT is entered into under the authority of Chapter 190 of Oregon Revised Statutes by the CITY OF GRESHAM, a municipal corporation (GRESHAM), and the COUNTY OF MULTNOMAH, a home rule political subdivision of the State of Oregon (COUNTY).

RECITALS

1. In the early 1980's the COUNTY and GRESHAM began discussions regarding the transfer of COUNTY roads located within GRESHAM city limits.

2. In November 1993, the Multnomah County Commission sent a letter to the Gresham City Council stating its desire to resolve the issues relating to the transfer of COUNTY roads located within the Gresham city limits in a manner that best serves the public interest while meeting the needs of both jurisdictions.

3. In December 1993, elected officials from the cities of Fairview, Gresham, Troutdale, and Wood Village, and Multnomah County met to begin discussions regarding the transfer of COUNTY roads. These discussions continued for the next four months and a work plan was developed.

4. On May 2, 1994, staff members from the four cities and the COUNTY met for an all day training session. At the conclusion of the training, work teams were established in the areas of development permits, stormwater, road transfer, transportation planning, revenue sharing, personnel, and communications. Each team was directed to draft a memorandum of understanding by November 1994 that would be the basis of intergovernmental agreements between each of the four cities and the COUNTY. Larry Nicholas, Multnomah County Director of Transportation, and Greg DiLoreto, Gresham Director of the Department of Environmental Services served on a liaison team together with representatives from the work teams. This effort was known as the Transportation Initiatives.

5. The parties desire to describe the terms for the transfer of certain COUNTY roads, stormwater facilities, and other responsibilities to GRESHAM and to described the responsibilities of both parties regarding various issues related to the transfer of the COUNTY roads.

6. ORS 190.010 et seq. provide for intergovernmental agreements between units of local governments to allow the performance of functions or activities by one unit of local government for another.

7. ORS 190.020 requires that an intergovernmental agreement contemplating the performance of functions or activities by one unit of local government for another shall specify the responsibilities and the apportionment of funds between the parties.

8. The Joint Road Transfer Team's goal was to develop a road transfer list that reflects the roles and responsibilities of the COUNTY and the four cities, including GRESHAM, that is consistent with the statewide transportation rule, and promotes efficient and effective service delivery.

9. The parties agreed that the road system is a hierarchy of roadways, ranging in function from major inter-city arterials to those roads totally within and serving a local jurisdiction such as local and collector streets. The road network that is located in urban east Multnomah County is part of a regional road system and should be consistent with the standards and functions of the regional system. The COUNTY will involve GRESHAM in the planning and design of COUNTY road improvements in GRESHAM to insure consistency with GRESHAM's local transportation system plan. GRESHAM will involve the COUNTY in the planning and design of GRESHAM road improvements that intersect a COUNTY road.

10. The parties agreed that the following criteria should be used to guide the definition of the road network:

- a. Access and Mobility. The road system is based upon functional class of roads in which generally, the COUNTY will be responsible for arterials and collectors that support regional travel, and GRESHAM and the other cities will be responsible for local roads and collectors which primarily function to support local transportation and access to the regional system.
- b. Efficient and Effective Service Delivery. For simplicity of maintenance and accountability of the public, the network should consist of roads that are continuous links. Segments of roads existing under different jurisdictions should be avoided.
- c. Integrity of Grid System. The COUNTY network will consist, generally, of a grid that is made up of arterials and collectors that support a continuous corridor in either a north-south or east-west direction, or serve rural areas outside of GRESHAM and the other cities.
- d. Customer Service. To the degree possible, connectivity with regional urban and rural arterials should be maintained. The road system should be easily understood with road segments easily identifiable to the user.

11. Prior to transferring any COUNTY roads, the COUNTY must hold a public hearing regarding the proposed transfers. After this hearing, GRESHAM must formally accept the roads.

THEREFORE, GRESHAM and the COUNTY agree as follows:

SECTION I. TRANSFER OF ROADS

- A. In general, the COUNTY will transfer to GRESHAM approximately 70 miles of roads including all local roads and most collectors. The COUNTY will retain all arterials. GRESHAM will transfer to the COUNTY, Eastman Parkway, Highland Drive, and Airport Way if Gresham acquires ownership.
- B. GRESHAM shall transfer the roads, and road segments, identified in Exhibit A to the COUNTY on July 1, 1995.
- C. The COUNTY shall transfer the roads, and road segments, identified in Exhibit B to GRESHAM on July 1, 1995.

SECTION II. TRANSPORTATION PLANNING

- A. GRESHAM shall have responsibility to develop a local transportation system plan within its planning jurisdiction under the State Transportation Planning Rule.
- B. The COUNTY and GRESHAM agree to seek opportunities to share staff resources for joint transportation planning projects or studies, including short-term assignments of staff from one jurisdiction to another.

SECTION III. DEVELOPMENT REVIEW AND PERMIT ISSUANCE

The COUNTY will transfer the issuance of access permits along COUNTY roads to GRESHAM. Design review approval shall be by GRESHAM. Permits for utility cuts, such as gas, electric, and telephone, shall be the responsibility of the COUNTY.

- A. ACCESS MANAGEMENT/DEVELOPMENT REVIEW. The COUNTY will transfer to GRESHAM those functions which are critical to the management of access control related to new development within GRESHAM along COUNTY roads. These included the following aspects of development: client interaction and pre-application conferences, plan intake, establishing development conditions related to access management, issuing development permits, and conducting development inspections.
- B. COMMON STANDARDS. The parties desire to create common development procedures and road standards to be adopted by GRESHAM and the COUNTY and the cities of Fairview, Troutdale, and Wood Village. GRESHAM shall give the COUNTY a copy of its present development code and criteria. COUNTY staff will identify which standards are currently uniform and which are varied. The parties will work to create common standards and procedures to be used by all parties.

C. CITY-COUNTY COORDINATION. The parties desire to insure that as part of the development review process, the COUNTY is given timely notice to comment on aspects related to ongoing maintenance responsibility, level of service questions, current and future off-site and cumulative network effects, and standard changes. GRESHAM shall develop a plan as to how GRESHAM will provide the COUNTY with timely notice and opportunity to comment consistent with GRESHAM's review and permitting schedules.

SECTION IV. STORMWATER MANAGEMENT

The various responsibilities of GRESHAM and the COUNTY regarding stormwater management are described below and are summarized in Exhibit C.

A. TRANSFER OF STORMWATER FACILITIES.

1. The COUNTY will transfer to GRESHAM the stormwater systems located within each COUNTY road that is transferred to GRESHAM. GRESHAM will transfer to the COUNTY the catch basins located within each GRESHAM road transferred to the COUNTY. All of the drainage facilities (including stormlines, dry wells, catch basins and ditch facilities) should be transferred along with the street right-of-way,
2. Gresham shall own all new and existing main stormwater system lines within Gresham. The COUNTY shall transfer to GRESHAM all main stormwater system lines it currently operates within GRESHAM including all main lines both within and outside of COUNTY road right-of-way. The COUNTY shall retain ownership of the catch basins, sumps, and laterals (from catch basins to main lines) within its roads located within GRESHAM.
3. Existing GRESHAM owned stormwater facilities located within the COUNTY rights-of-way should continue to remain under GRESHAM ownership and responsibility.

B. MAINTENANCE RESPONSIBILITIES. Responsibilities for maintenance of transferred stormwater facilities shall reside with the jurisdiction that assumes ownership of those facilities.

C. STREET FLOODING (EMERGENCY RESPONSE). Response to street flooding will continue to be the responsibility of the jurisdiction owning the street or road.

D. RESOLUTION OF DRAINAGE PROBLEMS.

1. Drainage problems occurring within COUNTY rights-of-way will generally be resolved by the COUNTY. On COUNTY roads within GRESHAM, the COUNTY will continue to address drainage problems, but GRESHAM may elect to take the lead in resolving citizen complaints.

2. Within GRESHAM, drainage problems outside the COUNTY right-of-way should be the responsibility of GRESHAM. GRESHAM shall assume the lead in resolving citizen drainage problems, and the COUNTY shall provide support in implementing the solution, if necessary.
3. On city streets, GRESHAM shall resolve drainage problems both outside and within the right-of-way.

E. WATER QUALITY.

1. The COUNTY shall continue to participate, along with FAIRVIEW and GRESHAM, as co-applicants in the National Pollutant Discharge Elimination System (NPDES) Municipal Stormwater Permit. Since jurisdiction responsibilities for stormwater facilities will change as a result of the intergovernmental agreement, NPDES responsibilities may also change.
2. Jurisdictional responsibility for stormwater facilities shall determine responsibility for stormwater quality. The National Pollutant Discharge Elimination System (NPDES) Municipal Stormwater Permit may need to be amended as a result of this intergovernmental agreement, showing any proposed changes in responsibility.

F. MASTER PLANNING. Stormwater master planning shall continue to be the responsibility of GRESHAM.

G. PROJECT-LEVEL PLANNING. Project-level planning should be consistent with guidelines proposed in Gresham's master plan. Since cities should be responsible for developing stormwater master plans, they should also be influential in local project-level plans. On COUNTY streets, within GRESHAM, the COUNTY shall implement stormwater recommendation prescribed in GRESHAM's master plan.

H. DESIGN/CONSTRUCTION.

1. On COUNTY projects, within GRESHAM, the COUNTY should be responsible for designing and building stormwater facilities consistent with recommendations of GRESHAM's master plan.
2. Within COUNTY rights-of-way, GRESHAM stormwater projects will be the responsibility of GRESHAM to design and construct.

I. COMMON STANDARDS. GRESHAM and the COUNTY agree to begin developing common maintenance and design standards.

SECTION V. PERSONNEL

No COUNTY employees will be laid off or transferred as a result of this Intergovernmental Agreement, although it is estimated that GRESHAM will need to hire ten full-time employees to operate and maintain approximately 70 miles of roads and stormwater systems that will be transferred to GRESHAM. The COUNTY has three vacant positions, although it does not intend to fill these positions.

SECTION VI. RESOURCES

A. The COUNTY will transfer the following resources to GRESHAM beginning July 1, 1995:

1. \$400,000 per year plus a cost of living adjustment based on the Portland State University CPI
2. One pick-up truck.

B. The COUNTY will do the following beginning July 1, 1995:

1. Complete capital improvements to Walters Road and 190th Avenue by June 30, 1997.
2. Provide engineering, right-of-way acquisition, and contract management to Bull Run Road (SE 1st Avenue). GRESHAM will construct the project out of its funds within the next five years.

C. GRESHAM will continue do the following beginning July 1, 1995:

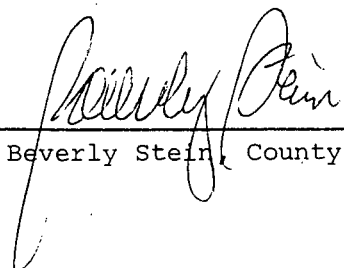
1. Purchase signs from the COUNTY.
2. Purchase rock from the COUNTY.

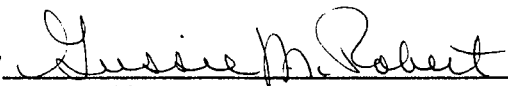
D. GRESHAM and the COUNTY will cooperate on joint purchasing items. GRESHAM may also purchase other contractual services from the COUNTY.


DATED: March 9, ~~1984~~ 1995.

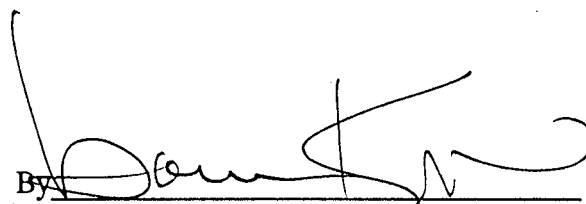
COUNTY OF MULTNOMAH

CITY OF GRESHAM

By 
Beverly Stein, County Chair


By 
Gussie McRobert
Mayor

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-7 DATE 3-9-95

BOARD CLERK

By 
Bonnie Kraft
City Manager

Approved as to form:

Approved as to form:


Laurence Kressel
County Counsel
Multnomah County, Oregon

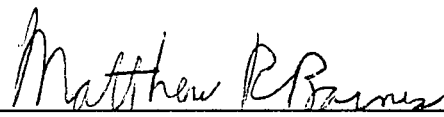

Thomas Sponsler
City Attorney

EXHIBIT A

**Roads to be transferred to County
from City of Gresham**

S.E. Eastman Parkway
(From S.E. Fariss Road to S.E. 209th Avenue)

S.E. Highland Drive
(From S.E. Powell Boulevard to S.E. 190th Drive)

N.E. Airport Way
(From N. E. Sandy Boulevard Northerly 1,010 feet to Portland city limits)

S.E. Butler Road
(From S.E. Regner Road Easterly 3,044 feet)

EXHIBIT B

Roads to be transferred to City of Gresham

Northeast Area

N.E. 163rd Avenue, No. 4761

(From N.E. Russell Street to a point 351 feet, more or less, South of N.E. Russell Street)

N.E. 164th Avenue, No. 3590

(From N.E. Everett Street to a point 403 feet, more or less, South of N.E. Everett Street)

N.E. 164th Avenue, No. 4762

(From N.E. Russell Street to a point 360 feet, more or less, South of N.E. Russell Street)

N.E. 164th Place, No. 4769

(From N.E. Tillamook Street to a point 288 feet, more or less, Southwesterly of N.E. Tillamook Street)

N.E. 164th Avenue, No. 4767

(From N.E. 165th Drive to a point 96 feet, more or less, Westerly from N.E. 165th Drive)

N.E. 164th Avenue, No. 4772

(From N.E. Tillamook Street to a point 121 feet, more or less, North of N.E. Tillamook Street)

N.E. 165th Avenue, Nos. 3510, 4192, 4336, 4342

(From N.E. Oregon Street to E. Burnside)

N.E. 165th Avenue, Nos. 3151, 4970

(From N.E. Holladay Street to a point 259 feet, more or less, South of N.E. Holladay Street)

N.E. 165th Drive, No. 4765

(From N.E. Russell Street to a point 76 feet, more or less, South of N.E. Tillamook Street)

N.E. 166th Avenue, No. 2179

(From a point 25 feet, more or less, North of N.E. Hassalo Street to a point 25 feet, more or less, South of N.E. Wasco Street)

N.E. 166th Avenue, No. 3507

(From N.E. Everett Court to N.E. Couch Court)

N.E. 166th Drive, No. 4763

(From N.E. 165th Drive to a point 126 feet, more or less, Easterly of N.E. 165th Drive)

N.E. 167th Place, Nos. 2605, 3695

(From N.E. Couch Court to N.E. Oregon Street)

N.E. 167th Place, No. 4764
(From N.E. Russell Street to a point 185 feet, more or less, Southwesterly of N.E. Russell Street)

N.E. 168th Avenue, Nos. 2640, 3673
(From N.E. Flanders to N.E. Couch Court)

N.E. 168th Place, No. 3860
(From N.E. Halsey Street to N.E. Clackamas Street)

N.E. 168th Place, No. 4058
(From N.E. 169th Drive to a point 227 feet, more or less, Southwesterly of N.E. Pacific Drive)

N.E. 169th Avenue, No. 1608
(From Wilkes Road to N.E. Halsey Street)

N.E. 169th Avenue, No. 3670
(From N.E. Glisan Street to N.E. Flanders Street)

N.E. 169th Avenue, No. 3675
(From N.E. Everett Court to a point 285 feet, more or less, South of N.E. Everett Court)

N.E. 169th Avenue, No. 3957
(From N.E. Clackamas Street to a point 125 feet, more or less, South of N.E. Clackamas Street)

N.E. 169th Avenue & Drive, No. 3996
(From a point 10 feet, more or less, North of N.E. Hassalo Street to a point 389 feet, more or less, Southeasterly of N.E. 168th Place)

N.E. 169th Place, No. 3697
(From N.E. Hoyt Street to N.E. Oregon Street)

N.E. 170th Avenue, Nos. 3672, 4512
(From N.E. Flanders Street to N.E. Davis Street)

N.E. 172nd Avenue, Nos. 560, 1301, 1769, 3699, 3938
(From N.E. Halsey Street to E. Burnside Street)

N.E. 173rd Avenue, Nos. 4077, 4078
(From N.E. Multnomah Drive to N.E. Irving Street)

N.E. 174th Avenue, Nos. 4079, 4080
(From N.E. Irving Street to N.E. 175th Avenue)

N.E. 175th Avenue, Nos. 3910, 4075, 4735
(From N.E. Pacific Street to a point 229 feet, more or less, North of N.E. Wasco Street)

N.E. 176th Avenue, Nos. 3705, 3065, 4577
(From E. Burnside Street to N.E. Glisan Street)

N.E. 176th Avenue, No. 3911
(From N.E. Pacific Street to N.E. Multnomah Drive)

N.E. 177th Avenue, No. 3742
(From N.E. Pacific Street to N.E. Multnomah Drive)

N.E. 177th Place, No. 3741
(From N.E. Pacific Street to a point 123 feet, more or less, South of N.E. Pacific Street)

N.E. 178th Avenue, Nos. 3499, 3075
(From N.E. Davis Street to N.E. Flanders Street)

N.E. 178th Avenue, No. 3743
(From N.E. Multnomah Drive to a point 241 feet, more or less, South of N.E. Pacific Street)

N.E. 178th Avenue, No. 4599
(From N.E. Glisan Street to N.E. Oregon Street)

N.E. 179th Avenue, Nos. 3745, 3746, 3978
(From N.E. Wasco Street to N.E. Pacific Street)

N.E. 179th Avenue, No. 3744
(From N.E. Pacific Street to a point 219 feet, more or less, Southeasterly of N.E. Pacific Street)

N.E. 182nd Place, No. 2816
(From N.E. Everett Court to a point 218 feet, more or less, South of N.E. Everett Court)

N.E. 183rd Avenue, Nos. 4466, 4524
(From N.E. Halsey Street to a point 275 feet, more or less, South of N.E. Pacific Court)

N.E. 183rd Avenue, No. 3179
(From N.E. Glisan Street to a point 483 feet, more or less, North of N.E. Glisan Street)

N.E. 183rd Place, No. 2865
(From N.E. Everett Court to N.E. Davis Street)

N.E. 184th Place, No. 2833
(From N.E. Glisan Street to N.E. Everett Street)

N.E. 184th Place, No. 4141
(From N.E. Everett Court to N.E. Davis Street)

N.E. 185th Drive, No. 1396

(From a point 1285 feet, more or less, North of N.E. Sandy Road to N.E. Sandy Road)

N.E. 185th Place, No. 3464

(From N.E. Glisan Street to a point 483 feet, more or less, North of N.E. Glisan Street)

N.E. 186th Avenue, No. 3074

(From N.E. Glisan Street to N.E. Everett Court)

N.E. 186th Avenue, No. 4831

(From N.E. Halsey Street to N.E. Wasco Street)

N.E. 186th Drive, No. 4497

(From N.E. 188th Place to a point 220 feet, more or less, Northwesterly of N.E. 188th Place)

N.E. 186th Drive, No. 4832

(From N.E. 186th Avenue to a point 189 feet, more or less, Southeasterly of N.E. 186th Avenue)

N.E. 187th Avenue, No. 3111

(From N.E. Everett Court to a point 270 feet, more or less, South of N.E. Everett Court)

N.E. 188th Avenue, Nos. 1549, 4446

(From E. Burnside Street to a point 706 feet, more or less, North of N.E. Glisan Street)

N.E. 188th Avenue, Nos. 4493, 4357

(From N.E. 188th Place to N.E. Pacific Street)

N.E. 188th Place, No. 4494

(From N.E. 188th Avenue to N.E. Clackamas Street)

N.E. 189th Place, No. 2732

(From N.E. Hassalo Street to N.E. Clackamas Street)

N.E. 190th Avenue, Nos. 3542, 3211

(From N.E. Flanders Street to N.E. Davis Street)

N.E. 190th Avenue, No. 2289

(From N.E. Glisan Street to N.E. 191st Avenue)

N.E. 190th Place, No. 2730

(From N.E. Halsey Street to a point 20 feet, more or less, South of N.E. Hassalo Street)

N.E. 190th Place, No. 3517

(From a point 165 feet, more or less, North of N.E. Couch Lane to a point 55 feet South of N.E. Couch Lane)

N.E. 191st Avenue, Nos. 2292, 3536

(From N.E. Hoyt Street to a point 20 feet, more or less, South of Hassalo Street)

N.E. 192nd Avenue, No. 2911

(From N.E. Wilkes Street to N.E. Halsey Street)

N.E. 192nd Avenue, Nos. 1542, 2294, 3465

(From N.E. Halsey Street to S.E. Stark Street)

N.E. 193rd Avenue, Nos. 3877, 4353, 4060

(From a point 430 feet, more or less, North of N.E. Couch Street to a point 450 feet, more or less, South of N.E. Couch Street)

N.E. 193rd Avenue, Nos. 4301, 3471

(From N.E. Hassalo Street to a point 25 feet, more or less, South of N.E. Pacific Street)

N.E. 193rd Avenue, No. 3470

(From N.E. Clackamas Street to N.E. Multnomah Court)

N.E. 194th Avenue, Nos. 3836, 4262

(From N.E. Hassalo Street to a point 1140 feet, more or less, North of S.E. Stark Street)

N.E. 194th Avenue, No. 4315

(From N.E. Multnomah Court to a point 390 feet, more or less, North of N.E. Multnomah Court)

N.E. 194th Avenue, No. 4358

(From N.E. San Rafael Street to a point 778 feet, more or less, North of N.E. San Rafael Street)

N.E. 195th Avenue, Nos. 4526, 4257

(From N.E. Halsey Street to N.E. Hassalo Street)

N.E. 195th Avenue, Nos. 4961, 4305

(From a point 360 feet, more or less, South of N.E. Irving Court to a point 308 feet, more or less, North of N.E. Irving Court)

N.E. 195th Avenue, No. 3837

(From N.E. Davis Street to a point 170 feet, more or less, South of N.E. Davis Street)

N.E. 196th Avenue, Nos. 2913, 4662

(From N.E. Halsey Street to N.E. 195th Avenue)

N.E. 196th Avenue, No. 2506

(From N.E. Glisan Street to a point 871 feet, more or less, North of N.E. Glisan Street)

N.E. 196th Avenue, No. 2967

(From N.E. Davis Street to a point 275 feet, more or less, South of N.E. Davis Street)

N.E. 197th Avenue, Nos. 3013, 3639, 3660

(From N.E. Glisan Street to a point 320 feet, more or less, South of N.E. Davis Street)

N.E. 197th Avenue, Nos. 4666, 3652

(From N.E. Multnomah Street to a point 246 feet, more or less, South of N.E. Multnomah Street)

N.E. 197th Avenue, Nos. 4678, 4663

(From a point 637 feet, more or less, North of N.E. Glisan Street to N.E. Holladay Street)

N.E. 197th Place, Nos. 4323, 4691

(From N.E. Sandy Road to N.E. Knott Street)

N.E. 198th Avenue, Nos. 3786, 3849

(From N.E. Couch Street to a point 139 feet, more or less, South of N.E. Couch Street)

N.E. 198th Avenue, Nos. 3474, 4664

(From N.E. Glisan Street to N.E. Holladay Street)

N.E. 199th Avenue, Nos. 3016, 3787

(From N.E. Flanders Street to a point 216 feet, more or less, South of N.E. Couch Street)

N.E. 199th Avenue, No. 4665

(From N.E. 198th Avenue to N.E. Holladay Street)

N.E. 199th Avenue, Nos. 4668, 3653

(From Holladay Street to N.E. Multnomah Street)

N.E. 202nd Avenue, No. 595

(From a point 155 feet, more or less, South of N.E. Oregon Street to the North right-of-way line of N.E. 201st Drive)

N.E. 220th Avenue, No. 1928

(From N.E. Couch Street to a point 175 feet, more or less, South from S.E. Couch Street)

N.E. Clackamas Court, No. 3504

(From N.E. Wasco Street to N.E. Multnomah Street)

N.E. Clackamas Court, No. 3505

(From N.E. 196th Avenue to N.E. Wasco Street)

N.E. Clackamas Street, Nos. 2731, 3469, 4495, 4258

(From a point 197 feet, more or less, West of N.E. 188th Place to N.E. 195th Avenue)

N.E. Clackamas Street, Nos. 3861, 3951

(From N.E. 168th Place to a point 264 feet, more or less, East of 169th Avenue)

N.E. Couch Court, Nos. 3508, 2639
(From N.E. 165th Avenue to a point 244 feet, more or less, East of N.E. 168th Avenue)

N.E. Couch Lane, No. 3281
(From N.E. 188th Avenue to N.E. 190th Place)

N.E. Couch Street, No. 3091
(From N.E. 188th Avenue to N.E. 190th Place)

N.E. Couch Street, Nos. 3725, 4130
(From N.E. 176th Avenue to a point 844 feet, more or less, East of N.E. 176th Avenue)

N.E. Couch Street, No. 3788
(From N.E. 197th Avenue to N.E. 199th Avenue)

N.E. Couch Street, No. 3878
(From N.E. 192nd Avenue to N.E. 194th Avenue)

N.E. Couch Street, No. 4442
(From N.E. 181st Avenue to a point 258 feet, more or less, East of N.E. 181st Avenue)

N.E. Davis Street, No. 3638
(From N.E. 188th Avenue to N.E. 190th Place)

N.E. Davis Street, Nos. 2987, 3641
(From a point 25 feet, more or less, East of N.E. 194th Avenue to N.E. 199th Avenue)

N.E. Davis Street, Nos. 4511, 2641
(From N.E. 168th Avenue to N.E. 170th Avenue)

N.E. Davis Street, No. 2866
(From N.E. 183rd Place to a point 161 feet, more or less, East of N.E. 183rd Place)

N.E. Davis Street, No. 3064
(From N.E. 176th Avenue to N.E. 181st Avenue)

N.E. Everett Court, Nos. 2815, 4055, 3110, 3711
(From N.E. 181st Avenue to N.E. 188th Avenue)

N.E. Everett Court, No. 3674
(From N.E. 168th Avenue to N.E. 169th Avenue)

N.E. Everett Court, Nos. 3377, 3506
(From N.E. 162nd Avenue to a point 154 feet, more or less, West of N.E. 167th Place)

N.E. Everett Court, No. 3500
(From N.E. 178th Avenue to a point 465 feet, more or less, East of N.E. 178th Avenue)

N.E. Everett Court, No. 3543
(From N.E. 190th Avenue to a point 418 feet, more or less, West of N.E. 190th Avenue)

N.E. Everett Lane, Nos. 3017, 3640
(From N.E. 197th Avenue to N.E. 199th Avenue)

N.E. Everett Street, Nos. 2834, 3173
(From a point 25 feet, more or less, East of N.E. 181st Place to N.E. 186th Avenue)

N.E. Everett Street, Nos. 3067, 3501
(From N.E. 176th Avenue to N.E. 178th Avenue)

N.E. Everett Street, Nos. 3415, 3015
(From N.E. 197th Avenue to a point 305 feet, more or less, West of N.E. 197th Avenue)

N.E. Everett Street, No. 2604
(From N.E. 167th Place to a point 154 feet, more or less, West of 167th Place)

N.E. Everett Street, No. 3589
(From N.E. 165th Avenue to a point 91 feet, more or less, West of 164th Avenue)

N.E. Everett Street, No. 4054
(From a point 476 feet, more or less, East of 178th Avenue to N.E. 181st Avenue)

N.E. Everett Street, No. 4892
(From N.E. 170th Avenue to 172nd Avenue)

N.E. Flanders Street, Nos. 3066, 3502
(From a point 291 feet, more or less, West of N.E. 176th Avenue to N.E. 178th Avenue)

N.E. Flanders Street, No. 2738
(From N.E. 181st Avenue to N.E. 184th Place)

N.E. Flanders Street, No. 3014
(From N.E. 197th Avenue to N.E. 199th Avenue)

N.E. Flanders Street, No. 3210
(From N.E. 188th Avenue to N.E. 190th Place)

N.E. Flanders Street, No. 3671
(From N.E. 168th Avenue to N.E. 170th Avenue)

N.E. Halsey Street, No. 1014
(From N.E. 181st Avenue to N.E. Halsey Street)

N.E. Hassalo Court, No. 4661
(From N.E. 197th Avenue to a point 260 feet, more or less, East of N.E. 197th Avenue)

N.E. Hassalo Street, Nos. 2733, 3466, 4313, 4498, 4525, 4660
(From N.E. 188th Avenue to N.E. 196th Avenue)

N.E. Hassalo Street, No. 2400
(From N.E. 166th Avenue to N.E. 169th Avenue)

N.E. Holladay Place, No. 2293
(From N.E. 191st Avenue to a point 160 feet, more or less, Easterly of N.E. 191st Avenue)

N.E. Holladay Street, No. 2369
(From N.E. 188th Avenue to N.E. 191st Avenue)

N.E. Holladay Street, No. 3150
(From N.E. 162nd Avenue to N.E. 166th Avenue)

N.E. Holladay Street, No. 4303
(From N.E. 194th Avenue to a point 345 feet, more or less, East of N.E. 194th Avenue)

N.E. Holladay Street, No. 4659
(From N.E. 196th Avenue to N.E. 201st Avenue)

N.E. Hoyt Court, No. 4450
(From N.E. 188th Avenue to a point 217 feet, more or less, East of N.E. 188th Avenue)

N.E. Hoyt Street, No. 2966
(From N.E. 162nd Avenue to N.E. 165th Avenue)

N.E. Hoyt Street, No. 4371
(From N.E. 165th Avenue to a point 455 feet, more or less, Easterly of N.E. 165th Avenue)

N.E. Hoyt Street, No. 2290
(From N.E. 190th Avenue to N.E. 192nd Avenue)

N.E. Hoyt Street, No. 3696
(From N.E. 167th Place to N.E. 169th Place)

N.E. Irving Court, No. 4304
(From N.E. 194th Avenue to N.E. 195th Avenue)

N.E. Irving Court, No. 4451

(From N.E. 188th Avenue to a point 217 feet, more or less, East of N.E. 188th Avenue)

N.E. Irving Street, No. 4074

(From N.E. 172nd Avenue to a point 134 feet, more or less, East of N.E. 174th Avenue)

N.E. Multnomah Court, Nos. 4314, 4527

(From N.E. 193rd Avenue to N.E. 195th Avenue)

N.E. Multnomah Court, No. 4528

(From N.E. 195th Avenue to a point 120 feet, more or less, East of N.E. 195th Avenue)

N.E. Multnomah Court, No. 3467

(From N.E. 192nd Avenue to a point 252 feet, more or less, West of N.E. 192nd Avenue)

N.E. Multnomah Drive, Nos. 3747, 3980

(From N.E. 175th Avenue to a point 192 feet, more or less, North of N.E. Wasco Street)

N.E. Multnomah Drive, No. 3981

(From N.E. 172nd Avenue to N.E. 174th Avenue)

N.E. Multnomah Street, Nos. 4468, 4829

(From N.E. 183rd Avenue to a point 981 feet, more or less, East of N.E. 183rd Avenue)

N.E. Multnomah Street, No. 2399

(From N.E. 162nd Avenue to N.E. 166th Avenue)

N.E. Multnomah Street, No. 3262

(From N.E. 162nd Avenue to N.E. 161st Avenue)

N.E. Multnomah Street, No. 3651

(From N.E. 196th Avenue to N.E. Clackamas Court)

N.E. Oregon Street, No. 3698

(From a point 117 feet, more or less, West of N.E. 167th Place to a point 105 feet, more or less, East of 169th Place)

N.E. Oregon Street, No. 4521

(From N.E. 165th Avenue to a point 285 feet, more or less West of N.E. 165th Avenue)

N.E. Oregon Street, No. 4600

(From N.E. 178th Avenue to N.E. 182nd Avenue)

N.E. Pacific Court, No. 4523

(From N.E. 181st Avenue to N.E. 183rd Avenue)

N.E. Pacific Drive, No. 4059

(From a point 255 feet, more or less, Westerly of N.E. 168th Place to N.E. Oregon Street)

N.E. Pacific Street, No. 4076

(From N.E. 172nd Avenue to a point 133 feet, more or less, East of N.E. 174th Avenue)

N.E. Pacific Street, No. 3749

(From N.E. 181st Avenue to a point 125 feet, more or less, West of N.E. 177th Avenue)

N.E. Pacific Street, No. 2291

(From N.E. 188th Avenue to N.E. 190th Avenue)

N.E. Pacific Street, No. 4302

(From N.E. 193rd Avenue to N.E. 194th Avenue)

N.E. Pacific Street, No. 4400

(From N.E. 169th Drive to a point 95 feet, more or less, East of N.E. 169th Drive)

N.E. Russell Street, No. 4760

(From N.E. 162nd Avenue to N.E. 169th Avenue)

N.E. San Rafael Street, Nos. 2909, 2912

(From N.E. 181st Avenue to a point 1134 feet, more or less, East of N.E. 192nd Avenue)

N.E. San Rafael Drive, No. 4771

(From N.E. 162nd Avenue to a point 386 feet, more or less, Easterly of N.E. 162nd Avenue)

N.E. Thompson Street, No. 4766

(From N.E. 165th Drive to a point 190 feet, more or less, West of N.E. 165th Drive)

N.E. Tillamook Court, No. 4770

(From N.E. Tillamook Street to a point 251 feet, more or less, West of N.E. Tillamook Street)

N.E. Tillamook Street, No. 4768

(From N.E. San Rafael Drive to N.E. 165th Drive)

N.E. Wasco Court, No. 3468

(From N.E. 192nd Avenue to a point 300 feet, more or less, Westerly of N.E. 192nd Avenue)

N.E. Wasco Court, No. 4496

(From N.E. 188th Place to a point 236 feet, more or less, Northwesterly of N.E. 188th Place)

N.E. Wasco Street, Nos. 3979, 3748

(From N.E. 172nd Avenue to N.E. 181st Avenue)

N.E. Wasco Street, Nos. 4467, 4830
(From N.E. 183rd Avenue to N.E. 186th Avenue)

N.E. Wasco Street, No. 2401
(From N.E. 162nd Avenue to N.E. 169th Avenue)

N.E. Wasco Street, No. 3476
(From N.E. 196th Avenue to N.E. Halsey)

N.E. Wilkes Road, No. 2910
(From N.E. 181st Avenue to N.E. 192nd Avenue)

Southeast Area

S.E. 166th Avenue, No. 3821
(From S.E. Ankeny Street to a point 242 feet, more or less, South of S.E. Ankeny Street)

S.E. 167th Avenue, No. 2643
(From E. Burnside Street to S.E. Stark Street)

S.E. 169th Avenue, No. 4808
(From S.E. Pine Street to S.E. Stark Street)

S.E. 172nd Avenue, No. 3938
(From E. Burnside Street to S.E. Stark Street)

S.E. 175th Place, Nos. 3036, 2282, 2297
(From S.E. Stark Street to a point 768 feet, more or less, South of S.E. Main Street)

S.E. 175th Place, No. 2934
(From S.E. Division Street to S.E. Brooklyn Street)

S.E. 176th Place, Nos. 2371, 2790
(From S.E. Division Street to S.E. Haig Drive)

S.E. 176th Place, No. 2670
(From S.E. Stark Street to S.E. Yamhill Street)

S.E. 176th Street, No. 1772
(From S.E. Division Street to a point 2648 feet, more or less, North of S.E. Division Street)

S.E. 177th Avenue, No. 2795
(From S.E. Tibbetts Street to S.E. Haig Drive)

S.E. 177th Street, Nos. 3176, 4546
(From a point 166 feet, more or less, North of S.E. Clay Street to a point 12 feet, more or less, South of S.E. Mill Court)

S.E. 178th Avenue & Place, Nos. 2808, 2809
(From S.E. Division Street to S.E. Lincoln Street)

S.E. 178th Avenue, No. 2673
(From S.E. Alder Street to S.E. Yamhill Street)

S.E. 178th Avenue, No. 2797
(From S.E. Kelly Street to S.E. Haig Drive)

S.E. 179th Avenue, Nos. 2675, 3149
(From S.E. Stark Street to S.E. Clay Street)

S.E. 179th Avenue, No. 2798
(From S.E. Kelly Street to S.E. Haig Drive)

S.E. 179th Avenue, No. 2799
(From S.E. Tibbetts Street to a point 125 feet, more or less, North of S.E. Tibbetts Street)

S.E. 179th Avenue, No. 2810
(From S.E. Caruthers Street to S.E. Lincoln Street)

S.E. 180th Avenue, No. 2800
(From S.E. Tibbetts Street to S.E. Kelly Street)

S.E. 180th Avenue, No. 4234
(From S.E. Kelly Street to S.E. Kelly Court)

S.E. 180th Avenue, No. 2237
(From S.E. 181st Avenue to S.E. Yamhill Street)

S.E. 180th Avenue, No. 2801
(From S.E. Haig Drive to a point 14.14 feet Northwesterly of S.E. Kelly Court)

S.E. 180th Avenue, No. 2811
(From S.E. Caruthers Street to S.E. Lincoln Street)

S.E. 181st Avenue, No. 2806
(From S.E. Caruthers Street to S.E. Lincoln Street)

S.E. 181st Avenue, No. 2808
(From S.E. Harrison Street to S.E. Mill Street)

S.E. 182nd Avenue, No. 609

(From S.E. Stark Street to S.E. Yamhill Street)

S.E. 184th Avenue, No. 2668

(From S.E. Caruthers Street to S.E. Lincoln Street)

S.E. 184th Place, No. 3188

(From S.E. Tibbetts Court to S.E. Brooklyn Court)

S.E. 185th Avenue, Nos. 2240, 3146

(From S.E. Clinton Street to S.E. Lincoln Street)

S.E. 185th Avenue, No. 3335

(From E. Burnside Street to S.E. Stark Street)

S.E. 186th Avenue, Nos. 2669, 3393, 4683

(From S.E. Caruthers Street to S.E. Stephens Circle)

S.E. 186th Court, No. 4799

(From S.E. Division Street to a point 148 feet, more or less, North of S.E. Division Street)

S.E. 187th Avenue, No. 1545

(From S.E. Stark Street to S.E. Yamhill Street)

S.E. 187th Place, No. 3089

(From S.E. Division Street to a point 146.41 feet Southerly of S.E. Clinton Street)

S.E. 188th Avenue, No. 1549

(From E. Burnside Street to S.E. Stark Street)

S.E. 189th Avenue, No. 3233

(From S.E. Grant Street to a point 374 feet, more or less, South of S.E. Grant Street)

S.E. 190th Avenue, Nos. 1463, 3260, 2578, 4979

(From S.E. Stark Street to S.E. Clinton Street)

S.E. 190th Drive, Nos. 590, 623

(From S.E. Highland Drive to S.E. Powell Loop Road)

S.E. 191st Place, No. 3458

(From S.E. Clinton Street to a point 255 feet, more or less, Northwesterly of S.E. Clinton Street)

S.E. 193rd Avenue, No 4060

(From a point 450 feet, more or less, South of N.E. Couch Street to a point 1115 feet, more or less, South of N.E. Couch Street)

S.E. 194th Avenue, No. 3836
(From a point 1140 feet, more or less, North of S.E. Stark Street to S.E. Stark Street)

S.E. 195th Avenue, Nos. 3837, 4506
(From a point 170 feet, more or less, South of N.E. Davis Street to S.E. Ash Street)

S.E. 196th Avenue, No. 2967
(From a point 275 feet, more or less, South of N.E. Davis Street to S.E. Stark Street)

S.E. 197th Avenue, No. 3660
(From a point 320 feet, more or less, South of N.E. Davis Street to S.E. Stark Street)

S.E. 197th Avenue, No. 3778
(From S.E. Yamhill Street to S.E. Burnside Road)

S.E. 198th Avenue, No. 3849
(From a point 139 feet, more or less, South of N.E. Couch Street to S.E. Pine Street)

S.E. 199th Avenue, Nos. 1308, 3372
(From S.E. Stark Street to a point 2,396 feet, more or less, South of S.E. Burnside Court)

S.E. 199th Avenue, No. 3967
(From a point 216 feet, more or less, South of N.E. Couch Street to S.E. Pine Street)

S.E. 205th Avenue, No. 4089
(From S.E. Stark Street to S.E. 207th Avenue)

S.E. 205th Drive, Nos. 4309, 4090
(From S.E. Main Drive to S.E. 207th Avenue)

S.E. 205th Place, No. 4522
(From S.E. Stark Street to a point 643 feet, more or less Northerly of S.E. Stark Street)

S.E. 207th Avenue, Nos. 4311, 4093
(From S.E. Main Drive to S.E. 205th Avenue)

S.E. 207th Avenue, No. 4411
(From S.E. Hawthorne Street to S.E. Burnside Court)

S.E. 208th Avenue, Nos. 4307, 4140
(From S.E. Main to S.E. Stark Street)

S.E. 208th Avenue, No. 4409
(From S.E. Hawthorne Street to S.E. Burnside Court)

S.E. 209th Avenue, No. 3755
(From S.E. Hawthorne Street to S.E. Burnside Court)

S.E. 209th Avenue, Nos. 4317, 3894, 4308
(From S.E. Burnside Road to S.E. Morrison Street)

S.E. 209th Avenue, Nos. 621, 767, 4857
(From S.E. Powell Boulevard to Eastman Parkway)

S.E. 210th Avenue, Nos. 3893, 4316
(From S.E. Salmon Street to S.E. Morrison Street)

S.E. 210th Avenue, Nos. 3756, 3521
(From S.E. Burnside Court to S.E. Clay Court)

S.E. 211th Avenue, Nos. 3757, 3520
(From S.E. Burnside Court to S.E. Clay Court)

S.E. 211th Avenue, Nos. 3895, 3977
(From S.E. Salmon Street to a point 127 feet, more or less, South of S.E. Main Drive)

S.E. 211th Court, No. 3891
(From S.E. Yamhill Street to S.E. Taylor Court)

S.E. 212th Avenue, No. 40
(From S.E. Stark Street to S.E. Division Street)

S.E. 213th Avenue, Nos. 4245, 3301
(From S.E. 214th Avenue to S.E. Yamhill Street)

S.E. 213th Place, Nos. 4005, 3303
(From S.E. Yamhill Street to S.E. Alder Street)

S.E. 214th Avenue, Nos. 4244, 3302, 4006
(From S.E. Yamhill Street to S.E. Alder Street)

S.E. 214th Avenue, No. 2614
(From S.E. Stark Street to S.E. Ankeny Street)

S.E. 215th Avenue, No. 4007
(From S.E. Alder Street to S.E. Stark Street)

S.E. 216th Avenue, No. 4361
(From S.E. Main Street to a point 228 feet, more or less, South of S.E. Main Street)

S.E. 217th Avenue, No. 2951
(From S.E. Stark Street to a point 104 feet, more or less, South of S.E. Yamhill Street)

S.E. 218th Avenue, No. 1926
(From S.E. Stark Street to S.E. Ankeny Street)

S.E. 218th Avenue, No. 3858
(From S.E. Yamhill Street to a point 410 feet, more or less, North of S.E. Yamhill Street)

S.E. 220th Avenue, No. 1928
(From a point 175 feet, more or less, South of N.E. Couch Street to S.E. Stark Street)

S.E. 221st Avenue, Nos. 3072, 3456
(From a point 125 feet, more or less, South of S.E. Yamhill Street to a point 44 feet, more or less, North of S.E. Morrison Court)

S.E. 223rd Avenue, Nos. 1462, 3807
(From S.E. Fariss Road to E. Burnside Road)

S.E. 224th Avenue, Nos. 3518, 3236
(From S.E. Salmon Court to S.E. Morrison Street)

S.E. 225th Avenue, No. 3628
(From S.E. Main Court to S.E. Morrison Court)

S.E. 226th Avenue, No. 3629
(From S.E. Main Court to S.E. Morrison Court)

S.E. 235th Avenue, Nos. 644, 877, 877A, 4948
(From S.E. Stark Street to S.E. Powell Boulevard)

S.E. 236th Court, No. 3666
(From S.E. Oak Street to a point 205 feet, more or less, Northerly of S.E. Oak Street)

S.E. 238th Avenue, No. 3664
(From S.E. Stark Street to a point 125 feet, more or less, North of S.E. Oak Street)

S.E. 240th Court, No. 3662
(From S.E. Oak Street to a point 193 feet, more or less, South of S.E. Oak Street)

S.E. 241st Avenue, No. 731
(From S.E. 242nd Drive to S.E. Division Street)

S.E. 241st Court, No. 3663
(From S.E. Oak Street to a point 193 feet, more or less, South of S.E. Oak Street)

S.E. 244th Avenue, No. 640
(From S.E. 242nd Drive to S.E. Hall Road)

S.E. 252nd Avenue, No. 838
(From Palmquist Road to Hillyard Road)

S.E. 262nd Avenue, Nos. 376, 819, 1289
(From Powell Valley Road to Hillyard Road)

S.E. 267th Avenue, Nos. 819, 903
(From Orient Drive to Welch Road)

S.E. 268th Avenue, Nos. 1179, 1179A
(From Powell Valley Road to S.E. Division Drive)

S.E. 271st Avenue, No. 4332
(From Welch Road to S.E. Glenwood Street)

S.E. 274th Avenue, No. 4334
(From Welch Road to S.E. Glenwood Street)

S.E. Alder Court, Nos. 4091, 4092
(From a point 233 feet, more or less, North of S.E. 205th Drive to a point 226 feet, more or less, South of S.E. 205th Drive)

S.E. Alder Court, No. 4619
(From S.E. 215th Avenue to a point 453 feet, more or less, West of S.E. 215th Avenue)

S.E. Alder Drive Nos. 3857, 4175
(From S.E. 217th Avenue to a point 459 feet, more or less, East of S.E. 217th Avenue)

S.E. Alder Street, Nos. 2671, 2238
(From S.E. 176th Place to S.E. 180th Avenue)

S.E. Alder Street, No. 3116
(From S.E. 175th Place to a point 207 feet, more or less, West of S.E. 175th Place)

S.E. Alder Street No. 4008, 4798
(From S.E. 213th Place to a point 367 feet, more or less, East of S.E. 215th Avenue)

S.E. Alder Street No. 4688
(From S.E. 217th Avenue to a point 250 feet, more or less, West of S.E. 217th Avenue)

S.E. Ankeny Street, Nos. 3822, 2644, 4518, 4938
(From S.E. 165th Avenue to a point 431 feet, more or less, East of S.E. 167th Avenue)

S.E. Ankeny Street, No. 1937
(From N.E. 220th Avenue to N.E. 223rd Avenue)

S.E. Ash Street, No. 1924
(From S.E. 214th Avenue to S.E. 223rd Avenue)

S.E. Ash Street, No. 4505
(From S.E. 194th Avenue to S.E. 195th Avenue)

S.E. Brooklyn Court, No. 3186
(From S.E. 182nd Avenue to a point 151.38 feet Easterly of S.E. Tibbetts Court)

S.E. Brooklyn Place, No. 3187
(From S.E. Brooklyn Court to a point 226.30 feet Northwesterly of S.E. Brooklyn Court)

S.E. Brooklyn Street, Nos. 2936, 2483
(From S.E. 175th Place to a point 147 feet easterly of S.E. 176th Place)

Bull Run Road, No. 1634
(From S.E. 257th Drive to S.E. Burnside Road)

S.E. Burnside Court, Nos. 4408, 3758
(From S.E. 212th Avenue to a point 147 feet, more or less, West of S.E. 207th Avenue)

S.E. Burnside Court, No. 1273
(From S.E. Burnside Road to a point 360 feet, more or less, Southeasterly of S.E. 199th Avenue)

S.E. Caruthers Street, Nos. 2667, 2241, 2784, 3234
(From a point 125 feet, more or less, West of S.E. 184th Avenue to a point 495 feet, more or less, East of S.E. 186th Avenue)

S.E. Caruthers Street, No. 2807
(From S.E. 178th Avenue to a point 159 feet, more or less, Southeasterly of S.E. 181st Avenue)

Chase Road, No. 2589
(From Orient Drive to S.E. 282nd Avenue)

S.E. Cherry Park Road, No. 571
(From S.E. Stark Street to S.E. 242nd Drive)

S.E. Clay Court, Nos. 3519
(From S.E. Hawthorne Street to S.E. 212th Avenue)

S.E. Clay Street Nos. 3148, 2820
(From S.E. 177th Avenue to S.E. 182nd Avenue)

S.E. Clinton Street, Nos. 3261, 3457, 3138

(From a point 511.98 feet Easterly of S.E. 182nd Avenue to a point 84.64 feet Easterly of S.E. 191st Place)

S.E. Clinton Street, No. 2935

(From S.E. 175th Place to a point 166 feet, more or less, Westerly of S.E. 175th Avenue)

S.E. Cochran Road, Nos. 3984, 789

(From S.E. 257th Drive to a point 890 feet, more or less, East of N.E. Centurion Place)

S.E. Fariss Road, Nos. 4455, 567

(From S.E. 212th Avenue to S.E. 223rd Avenue)

S.E. Glenwood Street, No. 4333

(From S.E. 271st Avenue to S.E. 274th Avenue)

S.E. Grant Street, No. 3232

(From S.E. 190th Avenue to a point 441.89 feet West and South of S.E. 189th Avenue)

S.E. Haig Drive, No. 2791

(From S.E. 182nd Avenue to S.E. 176th Place)

S.E. Haig Drive, No. 2793

(From S.E. 176th Place to a point 135 feet, more or less, Westerly of S.E. 176th Place)

S.E. Hall Road, Nos. 640, 731, 4004

(From S.E. 242nd Drive to N.E. Kane Road)

S.E. Harrison Street, No. 2609

(From S.E. 177th Avenue to S.E. 181st Avenue)

S.E. Hawthorne Street, Nos. 3759, 4410

(From S.E. 209th Avenue to S.E. 207th Avenue)

S.E. Heiney Road, No. 621

(From S.E. 190th Drive to S.E. 209th Avenue)

Hillyard Road, Nos. 1297, 819

(From S.E. 252nd Avenue to S.E. 267th Avenue)

S.E. Ivon Court, No. 3147

(From S.E. 185th Avenue to a point 224.30 feet Westerly of S.E. 185th Avenue)

S.E. Kelly Court, No. 2803

(From S.E. 180th Avenue, No. 2801 to S.E. 180th Avenue, No. 4234)

S.E. Kelly Street, No. 2796
(From S.E. 177th Avenue to S.E. 180th Avenue)

S.E. Lincoln Street, No. 2805
(From S.E. 177th Avenue to S.E. 182nd Avenue)

S.E. Lincoln Street, No. 3394
(From S.E. 186th Avenue to a point 98 feet, more or less, West of S.E. 186th Avenue)

S.E. Main Court, No. 3632
(From S.E. Salmon Court to a point 125 feet, more or less, East of S.E. 226th Avenue)

S.E. Main Drive, Nos. 3896, 4310
(From S.E. 205th Drive to S.E. 211th Avenue)

S.E. Main Street, Nos. 3124, 4242, 4360
(From S.E. 212th Avenue to S.E. 217th Avenue)

S.E. Main Street, No. 1231
(From a point 165 feet, more or less, West of S.E. 175th Place to S.E. 182nd Avenue)

S.E. Mill Court, No. 2611
(From S.E. 177th Avenue to S.E. 181st Avenue)

S.E. Mill Street, No. 3441
(From S.E. 182nd Avenue to a point 1320 feet, more or less, East of S.E. 182nd Avenue)

S.E. Mill Street, No. 2612
(From S.E. 177th Avenue to S.E. 181st Avenue)

S.E. Morrison Court, No. 2674
(From S.E. 178th Avenue to a point 175 feet, more or less, East of S.E. 178th Avenue)

S.E. Morrison Court, No. 3455
(From S.E. Yamhill Street to S.E. 221st Avenue)

S.E. Morrison Court, No. 4095
(From S.E. 207th Avenue to a point 265 feet, more or less, West of S.E. 207th Avenue)

S.E. Morrison Court, Nos. 3627, 3237
(From S.E. 224th Avenue to a point 133 feet, more or less, East of S.E. 226th Avenue)

S.E. Morrison Street, Nos. 4094, 4306, 4319
(From S.E. 207th Avenue to S.E. 212th Avenue)

S.E. Morrison Street, Nos. 3626, 3235

(From S.E. 223rd Avenue to a point 702 feet, more or less, East of S.E. 224th Avenue)

S.E. Oak Street, Nos. 2645, 4806

(From a point 166 feet, more or less, West of S.E. 167th Avenue to a point 329 feet, more or less, East of S.E. 167th Avenue)

S.E. Oak Street, Nos. 4232, 4407, 4559

(From S.E. 181st Avenue to a point 425 feet, more or less, East of S.E. 181st Avenue)

S.E. Oak Street, No. 1925

(From S.E. 214th Avenue to S.E. 223rd Avenue)

S.E. Oak Street, No. 3665

(From S.E. Cleveland Avenue to S.E. 238th Avenue)

S.E. Oak Street, No. 3661

(From S.E. 238th Avenue to S.E. Cherry Park Road)

Palmquist Road, Nos. 608, 669

(From Hogan Road to S.E. 262nd Avenue)

S.E. Pershing Court, No. 2802

(From S.E. 180th Avenue to a point 235 feet, more or less, easterly of S.E. 180th Avenue)

S.E. Pine Street, Nos. 3968, 3848

(From a point 40 feet, more or less, East of S.E. 197th Avenue to 199th Avenue)

S.E. Pine Street, Nos. 4098, 3123, 4356, 4438

From S.E. 172nd Avenue to a point 225 feet, more or less, East of S.E. 181st Avenue)

S.E. Pine Street, No. 3005

(From S.E. 185th Avenue to a point 483 feet, more or less, West of S.E. 185th Avenue)

S.E. Pine Street, No. 4807

(From a point 290 feet, more or less, West of S.E. 169th Avenue to a point 163 feet, more or less, East of S.E. 169th Avenue)

S.E. Powell Loop Road

(From S.E. Powell Boulevard to S.E. Powell Boulevard)

Regner Road, Nos. 593, 691, 1275

(From S.E. Roberts Avenue to S.E. Butler Road)

S.E. Roberts Avenue, No. 591

(From Hogan Road to a point 1412 feet, more or less, Westerly of Hogan Road)

S.E. Rowe Road, Nos. 644, 1260
(From S.E. 257th Drive to S.E. Division Drive)

S.E. Salmon Court, No. 3631
(From S.E. Salmon Drive to S.E. Main Court)

S.E. Salmon Drive, No. 3630
(From S.E. 223rd Avenue to a point 134 feet, more or less, East of S.E. Salmon Court)

S.E. Salmon Street, Nos. 4243, 4359
(From S.E. Main Street to S.E. 217th Avenue)

S.E. Salmon Street, No. 3897
(From S.E. 209th Avenue to S.E. 212th Avenue)

Salquist Road, No. 981
(From S.E. 262nd Avenue to S.E. 282nd Avenue)

S.E. Stephens Circle, No. 4684
(From S.E. 186th Avenue to a point 547 feet, more or less, West of S.E. 186th Avenue)

S.E. Stephens Street, No. 4682
(From S.E. 182nd Avenue to a point 118 feet, more or less, East of S.E. 186th Avenue)

S.E. Stephens Street, Nos. 2610, 2607
(From S.E. 177th Avenue to S.E. 182nd Avenue)

S.E. Taylor Court, No. 3890
(From S.E. 211th Court to a point 215 feet, more or less, East of S.E. 211th Court)

S.E. Tibbetts Court, Nos. 2937, 3816, 4649
(From S.E. 182nd Avenue to S.E. Brooklyn Court)

S.E. Tibbetts Street, No. 2792
(From a point 126 feet, more or less, westerly of S.E. 176th Place to S.E. 182nd Avenue)

S.E. Washington Court, No. 3115
(From S.E. 175th Place to a point 117 feet, more or less, West of S.E. 175th Place)

S.E. Washington Court, No. 4382
(From S.E. 199th Avenue to a point 255 feet, more or less, East of S.E. 199th Avenue)

S.E. Washington Street, Nos. 2826, 2676
(From S.E. 179th Avenue to a point 504 feet, more or less, West of S.E. 179th Avenue)

S.E. Yamhill Circle, No. 3395
(From S.E. Yamhill Street to S.E. Yamhill Street)

S.E. Yamhill Street, No. 2930
(From S.E. 175th Place to S.E. 181st Avenue)

S.E. Yamhill Street, Nos. 1279, 978
(From S.E. 181st Avenue to S.E. 197th Avenue)

S.E. Yamhill Street, No. 3071
(From S.E. 217th Avenue to S.E. 223rd Avenue)

S.E. Yamhill Street, No. 3300
(From S.E. 212th Avenue to S.E. 214th Avenue)

S.E. Yamhill Street, No. 3892
(From S.E. 210th Avenue to S.E. 212th Avenue)

Walters Road, Nos. 1381 and 1074
(From Powell Boulevard to a point 350 feet, more or less, Westerly of Viewcrest Drive)

Welch Road, No. 660
(From S.E. 267th Avenue to S.E. 282nd Avenue)

TRANSPORTATION INITIATIVE
STORM WATER SYSTEM TEAM CONSENSUS

RESPONSIBILITIES FOR STORM WATER MANAGEMENT FUNCTIONS

	"PRESENT" Current Model		"FUTURE" Shared Responsibility Model	
	Multnomah County Streets in Cities	City Streets *	Multnomah County Streets in Cities	City Streets * (Including transfers)
Organization Responsible for:				
Street Sweeping	Multnomah County	City	Multnomah County	City
Catch Basin Cleaning	Multnomah County	City	Multnomah County	City
Sumps (Dry Wells)	Multnomah County	City	Multnomah County	City
Main Line Maintenance	Multnomah County	City	In Gresham - City In Troutdale - City / County In Other Cities - County	City
Culverts	Multnomah County	City	Multnomah County	City
Bridges	Multnomah County	City	Multnomah County	City
Ditchline Maintenance	Multnomah County	City	Multnomah County	City
Street Flooding	Multnomah County	City	Multnomah County	City
Drainage Problem Solutions	Mult City in R.O.W. Others outside R.O.W.	City	Mult City in R.O.W. (City may lead) Outside R.O.W. City Lead/ Mult City Support	City
Water Quality	Multnomah County	City	Multnomah County	City
Master Planning (System-wide)	City	City	City	City
Project-level Planning	Multnomah County	City	Multnomah County / City	City
Design/Construction	Multnomah County	City	In Gresham - Mult City / Gresham Other Cities - Mult City	City
Funding	Multnomah County	City	Mult City / City	City

* All jurisdictions have the option of contracting any or all of these services.

MEETING DATE: _____

~~MAR 02 1995~~

MAR 09 1995

AGENDA NO: _____

~~RS~~

L-8

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Intergovernmental Agreement with city of Troutdale for Transfer of Roads

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: March 2, 1995

Amount of Time Needed: 5 minutes

DEPARTMENT: Environmental Services DIVISION: Transportation

CONTACT: Ed Abrahamson TELEPHONE #: X6992

BLDG/ROOM #: #425/Yeon

PERSON(S) MAKING PRESENTATION: Larry F. Nicholas

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

Approval by the Board of County Commissioners is sought for the Transportation Initiative Agreement with the city of Troutdale to transfer 1 (one) mile of county roads and \$5,600.00 annually to the city of Troutdale.

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: RCT [Signature]

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

AGEN. PL

Originals Sent to Ed Abrahamson on 3-10-95.

6/93



MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES
TRANSPORTATION DIVISION
1620 S.E. 190TH AVE.
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. ^{LFN}
Director of Transportation ^{by RCT}

TODAY'S DATE: February 16, 1995

REQUESTED PLACEMENT DATE: March 2, 1995

RE: ~~Public Hearing to~~ Approve *Transportation Initiatives'* Intergovernmental Agreements
with the Cities of Troutdale and Gresham

I. Recommendation/Action Requested

Approval by the Board of County Commissioners is sought for the *Transportation Initiatives'* Intergovernmental Agreements with the cities of Troutdale and Gresham.

II. Background/Analysis

In November 1993, the Multnomah County Commission wrote the Gresham City Council stating their commitment to moving forward in resolving transportation issues in a manner that best serves the public interest while meeting the needs of each affected jurisdiction. This correspondence followed the defeat of Ballot Measure 26-1, which would have required the County to transfer all roads and the stormwater system, together with revenue, to any city within the County that requested such a transfer.

In December 1993, elected officials from Fairview, Gresham, Troutdale, Wood Village, and Multnomah County met to discuss the road transfer issue. For the following four months discussions continued, and a work plan was developed.

On May 2, 1994, staff from the cities and county met for an all-day training session on teamwork. At the conclusion of the training, work teams were created in the areas of development permits, stormwater, road transfer, transportation planning, revenue sharing, personnel, and communications. Each work team was required to elect a chair, a scribe, a liaison, to agree on a vision, set goals, and set a schedule to meet the November 1994 deadline for transfer of roads.

From this, each work team was to draft a Memorandum of Understanding that would be used to create the Intergovernmental Agreement (IGA). Larry F. Nicholas, Multnomah County Director of Transportation; and Greg DiLoreto, Gresham Environmental Services Director, served on the Liaison Team, together with other representatives from the work teams. The effort became known as *Transportation Initiatives*. It was the Liaison Team's responsibility to help the work teams through any problems they might have, in addition to keeping the process on schedule.

The IGA(s) addresses a number of issues in the transfer of roads, stormwater facilities, permits, and transportation planning. The IGA(s) begins by addressing the reasons for the change in transportation responsibilities, as well as the roles and responsibilities of the County and the cities of Gresham and Troutdale. Then each section of the IGA(s) addresses a work team element, as follows: (A Description of revenue/financial impacts can be found in Section III, Financial Impacts.)

A. Transfer of Roads

Gresham: The County will transfer to Gresham approximately 70 miles of roads, including all local roads and most collectors; the County will retain all arterials. Gresham will transfer to the County Eastman Parkway, Highland Drive, and Airport Way (if Gresham acquires ownership).

Troutdale: The County will transfer to Troutdale one mile of road. The County will retain all arterials.

B. Transportation Planning

Gresham and Troutdale shall each have responsibility to develop a local transportation system plan.

C. Development Review and Permit Issuance

The County will transfer the issuance of access permits along County roads to Gresham and Troutdale. Design review approval shall be by Gresham and Troutdale. Permits for utility cuts such as gas, electric, and telephone, shall be the responsibility of the County.

D. Stormwater Management

The County shall transfer to Gresham and Troutdale the stormwater systems located within each County road that is transferred. All of the drainage facilities (including storm lines, dry wells, catch basins, and ditch facilities) should be transferred along with the street right-of-way.

E. Personnel

No County employees will be laid off or transferred as a result of the IGA(s). The County has three vacant positions, although it does not intend to fill these positions.

III. Financial Impact:

Gresham: The County agrees to transfer to Gresham the following:

1. \$400,000 per year plus COLA (based on Portland CPI) to begin July 1, 1995.
2. County will complete capital improvements to Walters Road (complete) and 190th Avenue between Yamhill St. and Division St.
3. County will provide engineering and contract management to Bull Run Road. Gresham will pay for construction, construction to occur within 5 years.
4. County will give Gresham a pickup truck.
5. Gresham will continue to purchase signs from the County.
6. Gresham will buy rock from the County.
7. County and Gresham will work together on joint purchasing items.
8. Gresham will retain right to buy other contractual services.

Troutdale: The County agrees to transfer to Troutdale the following:

1. \$5,600 per year plus COLA (based on Portland CPI) to begin July 1, 1995.
2. Troutdale will continue to purchase signs from the County.
3. Troutdale will continue to obtain other maintenance services from the County in accordance with a separate maintenance agreement.
4. Troutdale and the County will cooperate on joint purchasing items. Troutdale may also purchase other contractual services from the County.

IV. Legal Issues

The proposed transfer of roads and other resources required as outlined in the respective IGAs require review by County Counsel for form and content. O.R.S. 190.010 et seq. provides for intergovernmental agreements between units of local governments to allow the performance of functions or activities by one unit of local government for another.

O.R.S. 190.020 requires that an intergovernmental agreement contemplating the performance of functions or activities by one unit of government for another shall specify the responsibilities and the apportionment of funds between the parties.

V. Controversial Issues

Following the defeat of Ballot Measure 26-1 in November 1993, the Board of County Commissioners stated their commitment to moving forward in resolving transportation issues in a manner that best serves the public interest while meeting the needs of each affected jurisdiction. The IGA(s) is a result of a Team Building process. There are constituents who believe that the results of Ballot Measure 26-1 should be followed, calling for the County to retain jurisdiction of the roads.

VI. Link to Current County Policies

The IGA(s) is a result of negotiations conducted as the *Transportation Initiatives* process. This process was undertaken at the direction of the Board of County Commissioners to resolve issues that best serve the public interest as it relates to:

1. Roadway jurisdiction
2. Transportation planning
3. Development review and permit issuance
4. Stormwater management
5. Personnel
6. Resources

VII. Citizen Participation

Transportation Initiatives was solely negotiations between the County and the cities of Troutdale, Fairview, Wood Village, and Gresham. No citizen input was required or sought. The IGAs for Troutdale and Gresham have been approved at their own respective public hearings before the city council(s). Citizen testimony at the Board of County Commissioners meeting is not expected.

VIII. Other Government Participation

The IGAs presently under consideration are between the County and Gresham; and the County and Troutdale. A similar IGA is presently being considered by the city of Fairview and will be brought before the Board of County Commissioners upon approval by the Fairview City Council.

The city of Wood Village was an active partner in the *Transportation Initiatives*. However, as there is no transfer of resources between the County and Wood Village, no IGA is necessary. Instead, the Memoranda of Understanding developed during the *Transportation Initiatives* process, which were used as the basis for the Gresham, Troutdale, and Fairview IGAs, are sufficient for transportation related concerns.

**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 301755

Amendment # _____

CLASS I <input type="checkbox"/> Professional Services under \$25,000	CLASS II <input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	CLASS III <input checked="" type="checkbox"/> Intergovernmental Agreement APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>R-8</u> DATE <u>3/9/95</u> <u>Carrie A. Parkerson</u> BOARD CLERK
---	---	--

Department Environmental Services Division Transportation Date 2/16/95Contract Originator Larry F. Nicholas Phone 248-5050 Bldg/Room #425/YeonAdministrative Contact L. Nicholas or E. Abrahamson Phone 248-5050 Bldg/Room #425/YeonDescription of Contract Intergovernmental Agreement with the city of Troutdale to transfer
1 mile of county roads to the city of Troutdale along with appropriate funding.

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

ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ QRF

Contractor Name City of Troutdale

Mailing Address 104 SE Kibling St.
Troutdale, OR 97060

Phone 665-5175

Employer ID# or SS# _____

Effective Date Upon execution

Termination Date Upon completion

Original Contract Amount \$ 5,600.00 per year

Total Amount of Previous Amendments \$ _____

Amount of Amendment \$ _____

Total Amount of Agreement \$ 5,600.00 annually

Remittance Address _____
 (If Different) _____

Payment Schedule _____ Terms _____

☐ Lump Sum \$ _____ ☐ Due on receipt

☐ Monthly \$ _____ ☐ Net 30

☒ Other \$5,600.00 ☐ Other _____
paid annually as billed

☐ Requirements contract - Requisition required.

Purchase Order No. _____

☐ Requirements Not to Exceed \$ _____**REQUIRED SIGNATURES:**Department Manager Betsy Williams / Mike ConnelPurchasing Director _____
 (Class II Contracts Only)County Counsel John D. BagleyCounty Chair / Sheriff Kevin J. PenningtonContract Administration _____
 (Class I, Class II Contracts Only)Encumber: Yes ☐ No ☐Date 2/17/95

Date _____

Date 2/22/95Date 3/9/95

Date _____

Date _____

VENDOR CODE				VENDOR NAME					TOTAL AMOUNT		\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND	
01.	150	030	6000			6050						
02.												
03.												
* If additional space is needed, attach separate page. Write contract # on top of page.												

INSTRUCTIONS ON REVERSE SIDE

WHITE CONTRACT ADMINISTRATION CANARY INITIATION PINK FINANCE

INTERGOVERNMENTAL AGREEMENT BETWEEN MULTNOMAH COUNTY AND THE CITY OF TROUTDALE FOR TRANSFER OF COUNTY ROADS

THIS AGREEMENT is entered into under the authority of Chapter 190 of Oregon Revised Statutes by the CITY OF TROUTDALE, a municipal corporation (TROUTDALE), and the COUNTY OF MULTNOMAH, a home rule political subdivision of the State of Oregon (COUNTY).

RECITALS

1. In December 1993, elected officials from the cities of Fairview, Gresham, Troutdale, and Wood Village, and Multnomah County met to begin discussions regarding the transfer of COUNTY roads. These discussions continued for the next four months and a work plan was developed.
2. On May 2, 1994, staff members from the four cities and the COUNTY met for an all day training session. At the conclusion of the training, work teams were established in the areas of development permits, stormwater, road transfer, transportation planning, revenue sharing, personnel, and communications. Each team was directed to draft a memorandum of understanding by November 1994 that would be the basis of intergovernmental agreements between each of the four cities and the COUNTY. Larry Nicholas, Multnomah County Director of Transportation, and Greg DiLoreto, Gresham Director of the Department of Environmental Services served on a Liaison Team together with representatives from the work teams. This effort was known as the Transportation Initiatives.
3. The parties desire to describe the terms for the transfer of certain COUNTY roads, stormwater facilities, and other responsibilities to Troutdale and to described the responsibilities of both parties regarding various issues related to the transfer of the COUNTY roads.
4. ORS 190.010 et seq. provide for intergovernmental agreements between units of local governments to allow the performance of functions or activities by one unit of local government for another.
5. ORS 190.020 requires that an intergovernmental agreement contemplating the performance of functions or activities by one unit of local government for another shall specify the responsibilities and the apportionment of funds between parties.
6. The Joint Road Transfer Team's goal was to develop a road transfer list that reflects the roles and responsibilities of the COUNTY and the four cities, including TROUTDALE, that is consistent with the statewide transportation planning rule, and promotes efficient and effective service delivery.

7. The parties agreed that the road system is a hierarchy of roadways, ranging in function from major inter-city arterials to those roads totally within and serving a local jurisdiction such as local and collector streets. The road network that is located in urban east Multnomah County is part of a regional road system and should be consistent with the standards and functions of the regional system. The COUNTY will involve TROUTDALE in the planning and design of COUNTY road improvements in TROUTDALE to insure consistency with TROUTDALE's local transportation system plan. TROUTDALE will involve the COUNTY in the planning and design of TROUTDALE road improvements that intersect a COUNTY road.

8. The parties agreed that the following criteria should be used to guide the definition of the road network:

- a. Access and Mobility. The road system is based upon functional class of roads in which generally, the COUNTY will be responsible for arterials and collectors that support regional travel, and TROUTDALE and the other cities will be responsible for local transportation and access to the regional system.
- b. Efficient and Effective Service Delivery. For simplicity of maintenance and accountability to the public, the network should consist of roads that are continuous links. Segments of roads existing under different jurisdictions should be avoided.
- c. Integrity of Grid Systems. The COUNTY network will consist, generally, of a grid that is made up of arterials and collectors that support a continuous corridor in either a north-south or east-west direction, or serve rural areas outside of TROUTDALE and other cities.
- d. Customer Service. To the degree possible, connectivity with the regional urban and rural arterials should be maintained.. The road system should be easily understood with road segments easily identifiable to the user.

9. Prior to transferring any COUNTY roads, the COUNTY must hold a public hearing regarding the proposed transfers. After this hearing, TROUTDALE must formally accept the roads.

THEREFORE, TROUTDALE and the COUNTY agree as follows:

SECTION I. TRANSFER OF ROADS

A. In general, the COUNTY will transfer to TROUTDALE approximately 1 mile of road. The COUNTY will retain all arterials.

2- INTERGOVERNMENTAL AGREEMENT

B. The COUNTY shall transfer the roads, and road segments, identified in Exhibit A to TROUTDALE on July 1, 1995.

SECTION II. TRANSPORTATION PLANNING

A. TROUTDALE shall have responsibility to develop a local transportation system plan within its planning jurisdiction under the State Transportation Planning Rule.

B. The COUNTY and TROUTDALE agree to seek opportunities to share staff resources for joint planning projects or studies, including short-term assignments of staff from one jurisdiction to another.

SECTION III. DEVELOPMENT REVIEW AND PERMIT ISSUANCE

The COUNTY will transfer the issuance of access permits along with COUNTY roads to TROUTDALE. Design review approval shall be by TROUTDALE. Permits for utility cuts, such as gas, electric, and telephone, shall be the responsibility of the COUNTY.

A. ACCESS MANAGEMENT/DEVELOPMENT REVIEW. The COUNTY will transfer to TROUTDALE those functions which are critical to the management of access control related to new development within TROUTDALE along COUNTY roads. These include the following aspects of development: client interaction and pre-application conferences, plan intake, establishing development conditions related to access management, issuing development permits, and conducting development inspections.

B. COMMON STANDARDS. The parties desire to create common development procedures and road standards to be adopted by TROUTDALE and the COUNTY and the cities of Gresham, Fairview, and Wood Village. TROUTDALE shall give the COUNTY a copy of its present development code and criteria. COUNTY staff will identify which standards are currently uniform and which are varied. The parties will work to create common standards and procedures to be used by all parties.

C. CITY-COUNTY COORDINATION. The parties desire to insure that as part of the development review process, the COUNTY is given timely notice to comment on aspects related to ongoing maintenance responsibility, level of service questions, current and future off-site and cumulative network effects, and standard changes. TROUTDALE shall develop a plan as to how TROUTDALE will provide the COUNTY with timely notice and opportunity to comment consistent with TROUTDALE's review and permitting schedules.

SECTION IV. STORMWATER MANAGEMENT

The various responsibilities of TROUTDALE and the COUNTY regarding stormwater management are described below and are summarized in Exhibit B.

3- INTERGOVERNMENTAL AGREEMENT

A. TRANSFER OF STORMWATER FACILITIES.

1. The COUNTY will transfer to TROUTDALE the stormwater systems located within each COUNTY road that is transferred to TROUTDALE. All of the drainage facilities (including stormlines, dry wells, catch basins and ditch facilities) should be transferred along with the street right-of-way.
2. Existing TROUTDALE owned stormwater facilities located within the COUNTY rights-of-way should continue to remain under TROUTDALE ownership and responsibility.

B. MAINTENANCE RESPONSIBILITIES. Responsibilities for the maintenance of transferred stormwater facilities shall reside with the jurisdiction that assumes ownership of those facilities.

C. STREET FLOODING (EMERGENCY RESPONSE). Response to street flooding will continue to be the responsibility of the jurisdiction owning the street or road.

D. RESOLUTION OF DRAINAGE PROBLEMS.

1. Drainage problems occurring within the COUNTY rights-of-way will generally be resolved by the COUNTY. On COUNTY roads within TROUTDALE, the COUNTY will continue to address drainage problems, but TROUTDALE may elect to take the lead in resolving citizen complaints.
2. Within TROUTDALE, drainage problems outside the COUNTY right-of-way should be the responsibility of TROUTDALE. TROUTDALE shall assume the lead in resolving citizen drainage problems, and the COUNTY shall provide support in implementing the solution, if necessary.
3. On city streets, TROUTDALE shall resolve drainage problems both outside and within the right-of-way.

E. MASTER PLANNING. Stormwater master planning shall continue to be the responsibility of TROUTDALE.

F. PROJECT-LEVEL PLANNING. Project-level planning should be consistent with the guidelines proposed in Troutdale's master plan. Since cities should be responsible for developing stormwater master plans, they should also be influential in local project-level plans. On COUNTY streets, within TROUTDALE, the COUNTY shall implement stormwater recommendations prescribed in TROUTDALE's master plan.

4- INTERGOVERNMENTAL AGREEMENT

G. DESIGN/CONSTRUCTION.

1. On COUNTY projects, within TROUTDALE, the COUNTY should be responsible for designing and building stormwater facilities consistent with recommendations of TROUTDALE's master plan.
2. On TROUTDALE projects, within COUNTY rights-of-way, TROUTDALE stormwater projects will be the responsibility of TROUTDALE to design and construct.

H. COMMON STANDARDS. TROUTDALE and the COUNTY agree to begin developing common maintenance and design standards.

SECTION V. PERSONNEL

No COUNTY employees will be laid off or transferred as a result of this Intergovernmental Agreement. The COUNTY has three vacant positions, although it does not intend to fill these positions.

SECTION VI. RESOURCES

A. The COUNTY will transfer to TROUTDALE, beginning July 1, 1995 \$5,600 per year plus a cost of living adjustment based on the Portland State University CPI.

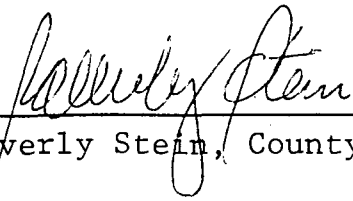
B. TROUTDALE will continue to do the following, beginning July 1, 1995:

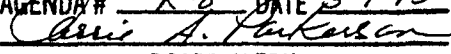
1. Purchase signs from the COUNTY.
2. Obtain other maintenance services from the COUNTY in accordance with a separate maintenance agreement.

C. TROUTDALE and the COUNTY will cooperate on joint purchasing items. TROUTDALE may also purchase other contractual services from the COUNTY.

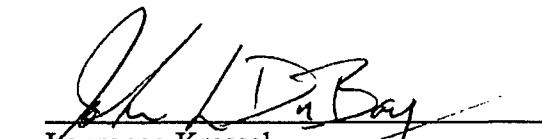
DATED: March 9, 1995

COUNTY OF MULTNOMAH

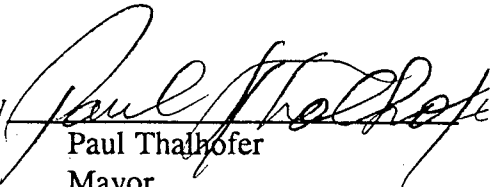
By 
Beverly Stein, County Chair

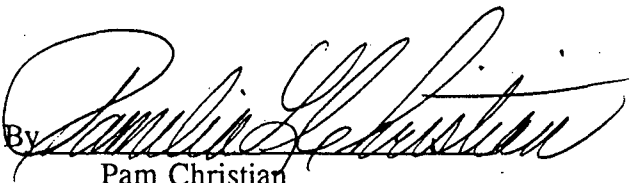
APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # K-8 DATE 3-9-95

BOARD CLERK

Approved as to form:


Laurence Kressel
County Counsel
Multnomah County, Oregon

CITY OF TROUTDALE

By 
Paul Thalhofer
Mayor

By 
Pam Christian
City Administrator

Approved as to form:


Tim Sercombe
City Attorney

EXHIBIT "A"

Roads to be Transferred to City of Troutdale

Sun Dial Road (N.W. Dunbar Avenue), No. 1189

(From N.E. Marine Drive to its Southerly terminus, North of I-84 Freeway)

Harlow Road, No. 1728

(From N.W. Graham Road to a point 1,792.99 feet Southeasterly of N.W. Graham Road)

N.W. Graham Road, No. 1380-A

(From North Frontage Road to a point 295.00 feet, more or less, South of N.W. Perimeter Way)

TRANSPORTATION INITIATIVE
STORM WATER SYSTEM TEAM CONSENSUS

RESPONSIBILITIES FOR STORM WATER MANAGEMENT FUNCTIONS

	"PRESENT" Current Model		"FUTURE" Shared Responsibility Model	
	Multnomah County Streets in Cities	City Streets *	Multnomah County Streets in Cities	City Streets * (including transfers)
Organization Responsible for:				
Street Sweeping	Multnomah County	City	Multnomah County	City
Catch Basin Cleaning	Multnomah County	City	Multnomah County	City
Sumps (Dry Wells)	Multnomah County	City	Multnomah County	City
Main Line Maintenance	Multnomah County	City	In Gresham - City In Troutdale - City / County In Other Cities - County	City
Culverts	Multnomah County	City	Multnomah County	City
Bridges	Multnomah County	City	Multnomah County	City
Ditchline Maintenance	Multnomah County	City	Multnomah County	City
Street Flooding	Multnomah County	City	Multnomah County	City
Drainage Problem Solutions	Multi City In R.O.W. Others - Outside R.O.W.	City	Multi City In R.O.W. (City may lead) Outside ROW - City Lead / Multi City Support	City
Water Quality	Multnomah County	City	Multnomah County	City
Master Planning (System-wide)	City	City	City	City
Project-level Planning	Multnomah County	City	Multnomah County / City	City
Design/Construction	Multnomah County	City	In Gresham - Multi City / Gresham Other Cities - Multi City	City
Funding	Multnomah County	City	Multi City / City	City

* All jurisdictions have the option of contracting any or all of these services.

MEETING DATE: MAR 09 1995

AGENDA NO: R-9

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Transportation Initiative Intergovt. Agrmt. w/the city of Fairview

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: March 9, 1995

Amount of Time Needed: 10 minutes

DEPARTMENT: Environmental Svcs. DIVISION: Transportation

CONTACT: Ed Abrahamson TELEPHONE #: 248-5050
BLDG/ROOM #: 425/Yeon

PERSON(S) MAKING PRESENTATION: Larry F. Nicholas

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

Approval by the Board of County Commissioners is sought for the Transportation Initiatives Agreement with the city of Fairview to transfer approximately 1.4 miles of county roads and the sum of \$7,950 annually to the city of Fairview.

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

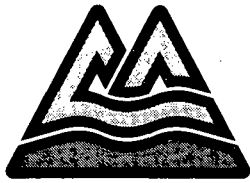
OR

DEPARTMENT MANAGER: Betsy Williams / Mike Coward

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

AGEN. PL Originals sent to Ed Abrahamson on 3-10-95 6/93



MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES
TRANSPORTATION DIVISION
1620 S.E. 190TH AVE.
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 of Transportation

TODAY'S DATE: February 27, 1995

REQUESTED PLACEMENT DATE: March 9, 1995

RE: Approval of the Transportation Initiative Intergovernmental Agreement
with the city of Fairview

I. Recommendation/Action Requested

Approval by the Board of County Commissioners is sought for the Transportation Initiative Intergovernmental Agreement with the city of Fairview.

II. Background/Analysis

In November 1993, the Multnomah County Commission wrote the Gresham City Council stating their commitment to moving forward in resolving transportation issues in a manner that best serves the public interest while meeting the needs of each affected jurisdiction. This correspondence followed the defeat of Ballot Measure 26-1 which would have required the county to transfer all roads and the stormwater system, together with revenue, to any city within the county that requested such a transfer.

In December 1993, elected officials from Fairview, Gresham, Troutdale, Wood Village, and Multnomah County met to discuss the road transfer issue. For the next four months discussions continued and a work plan was developed. On May 2, 1994, staff from the cities and county met for an all-day training session in teamwork. At the conclusion of the training, work teams were created in the areas of development permits, stormwater, road transfer, transportation planning, revenue sharing, personnel, and communications. Each work team was required to elect a chair, a scribe, a liaison; agree on a vision, set goal, and set a schedule to meet the November 1994 deadline for transfer of roads.

From this, each work team was to draft a Memorandum of Understanding that would be used to create the Intergovernmental Agreement (IGA). Larry F. Nicholas, Multnomah County Director of Transportation; and Greg DiLoreto, Gresham Environmental Services Director, served on the Liaison Team, together with other representatives from the work teams. The effort became known as the *Transportation Initiatives*. It was the Liaison Team's responsibility to help the work teams through any problems they might have, in addition to keeping the process on schedule.

The IGA addresses a number of issues in the transfer of roads, stormwater facilities, permits, and transportation planning. The IGA begins by addressing the reasons for the change in transportation responsibilities, as well as the roles and responsibilities of the county and the city of Fairview. Then each section of the IGA addresses a work team element, as follows: (A description of revenue/financial impacts can be found in Section III, Financial Impacts.)

A. Transfer of Roads

Fairview: The county will transfer to Fairview 1.4 miles of road. The county will retain all arterials.

B. Transportation Planning

Fairview shall have responsibility to develop a local transportation system plan.

C. Development Review and Permit Issuance

The county will transfer the issuance of access permits along county roads to Fairview. Design review approval shall be by Fairview. Permits for utility cuts, such as gas, electric, and telephone, shall be the responsibility of the county.

D. Stormwater Management

The county shall transfer to Fairview the stormwater systems located within each county road that is transferred. All of the drainage facilities (including storm lines, dry wells, catch basins, and ditch facilities) should be transferred along with the street right-of-way.

E. Personnel

No county employees will be laid off or transferred as a result of this IGA. The county has three vacant positions although it does not intend to fill these positions.

III. Financial Impact:

Fairview: The county agrees to transfer to Fairview the following:

1. \$7,950 per year plus COLA (based on Portland CPI), to begin July 1, 1995.
2. Fairview will continue to purchase signs from the county.
3. Fairview will continue to obtain other maintenance services from the county in accordance with a separate maintenance agreement.
4. Fairview and the county will cooperate on joint purchasing items. Fairview may also purchase other contractual services from the county.

IV. Legal Issues

The proposed transfer of roads and other resources required as outlined in the IGA require review by County Counsel for form and content. O.R.S. 190.010 et seq. provides for intergovernmental agreements between units of local governments to allow the performance of functions or activities by one unit of local government for another.

O.R.S. 190.020 requires that an intergovernmental agreement contemplating the performance of functions or activities by one unit of government for another shall specify the responsibilities and the apportionment of funds between the parties.

V. Controversial Issues

Following the defeat of Ballot Measure 26-1 in November 1993, the Board of County Commissioners stated their commitment to moving forward in resolving transportation issues in a manner that best serves the public interest while meeting the needs of each affected jurisdiction. The IGA(s) is a result of a Team Building process. There are constituents who believe that the results of Ballot Measure 26-1 should be followed, calling for the county to retain jurisdiction of the roads.

VI. Link to Current County Policies

The IGA(s) is a result of negotiations conducted as the Transportation Initiatives process. This process was undertaken at the direction of the Board of County Commissioners to resolve issues that best serve the public interest as they relate to:

1. Roadway jurisdiction.
2. Transportation planning.
3. Development review and permit issuance.
4. Stormwater management.
5. Personnel.
6. Resources.

VII. Citizen Participation

Transportation Initiatives was solely negotiations between Multnomah County and the cities of Troutdale, Fairview, Wood Village, and Gresham. No citizen input was required or sought. The IGA has been approved at a public hearings before the Fairview City Council. Citizen testimony at the Board of County Commissioners meeting is not expected.

VIII. Other Government Participation

The IGAs presently under consideration are between Multnomah County and Gresham, the county and Troutdale, and the county and Fairview.

The city of Wood Village was an active partner in the *Transportation Initiatives*. However, as there is no transfer of resources between Multnomah County and Wood Village, no IGA is necessary. Instead the Memoranda of Understanding that were developed during the *Transportation Initiatives* process and used as the basis for the Gresham, Troutdale and Fairview IGAs, are sufficient for transportation-related concerns.

**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 301765

Amendment # _____

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$25,000	<input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Intergovernmental Agreement APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>R-9</u> DATE <u>3/9/95</u> <u>Carrie A. Parkerson</u> BOARD CLERK

Department Environmental Services Division Transportation Date 3/1/95Contract Originator Larry F. Nicholas Phone 248-5050 Bldg/Room #425/YeonAdministrative Contact L. Nicholas or Ed Abrahamson Phone 248-5050 Bldg/Room #425/YeonDescription of Contract Intergovernmental Agreement with the city of Fairview to transfer approximately 1.4 miles of county roads to the city of Fairview along with appropriate funding.

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

ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ QRF

Contractor Name City of Fairview
 Mailing Address 300 Harrison St.
Fairview, OR 97024
 Phone (503) 665-7929
 Employer ID# or SS# _____
 Effective Date Upon execution
 Termination Date Upon completion
 Original Contract Amount \$ 7,950.00 per year
 Total Amount of Previous Amendments \$ _____
 Amount of Amendment \$ _____
 Total Amount of Agreement \$ 7,950.00 annually

Remittance Address _____
(If Different) _____

Payment Schedule	Terms
<input type="checkbox"/> Lump Sum \$ _____	<input type="checkbox"/> Due on receipt
<input type="checkbox"/> Monthly \$ _____	<input type="checkbox"/> Net 30
<input checked="" type="checkbox"/> Other \$ <u>7,950.00</u>	<input type="checkbox"/> Other _____
paid annually as billed	
<input type="checkbox"/> Requirements contract - Requisition required.	

Purchase Order No. _____

☐ Requirements Not to Exceed \$ _____**REQUIRED SIGNATURES:**Department Manager Betsy Williams / Mike GouldPurchasing Director
(Class II Contracts Only) [Signature]County Counsel [Signature]County Chair / Sheriff [Signature]Contract Administration
(Class I, Class II Contracts Only) [Signature]Encumber: Yes ☐ No ☐Date 3/2/95

Date _____

Date 3/2/95Date 3/9/95

Date _____

VENDOR CODE				VENDOR NAME						TOTAL AMOUNT \$		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC	IND
01.	150	030	6000			6050						
02.												
03.												
* If additional space is needed, attach separate page. Write contract # on top of page.												

INSTRUCTIONS ON REVERSE SIDE

WHITE: CONTRACT ADMINISTRATION CANARY: INITIATION PINK: FINANCE

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AND THE CITY OF FAIRVIEW FOR TRANSFER OF COUNTY ROADS**

THIS AGREEMENT is entered into under the authority of Chapter 190 of Oregon Revised Statutes by the CITY OF FAIRVIEW, a municipal corporation (FAIRVIEW), and the COUNTY OF MULTNOMAH, a home rule political subdivision of the State of Oregon (COUNTY).

RECITALS

1. In December 1993, elected officials from the cities of Fairview, Gresham, Troutdale, and Wood Village, and Multnomah County met to begin discussions regarding the transfer of COUNTY roads. These discussions continued for the next four months, and a work plan was developed.
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3. The parties desire to describe the terms for the transfer of certain COUNTY road,s stormwater facilities, and other responsibilities to FAIRVIEW and to describe the responsibilities of both parties regarding various issues related to the transfer of the COUNTY roads.
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8. The parties agreed that the following criteria should be used to guide the definition of the road network:
- a. Access and Mobility. The road system is based upon functional class of roads in which generally, the COUNTY will be responsible for arterials and collectors that support regional travel, and FAIRVIEW and the other cities will be responsible for local transportation and access to the regional system.
 - b. Efficient and Effective Service Delivery. For simplicity of maintenance and accountability to the public, the network should consist of roads that are continuous links. Segments of roads existing under different jurisdictions should be avoided.
 - c. Integrity of Grid Systems. The COUNTY network will consist, generally, of a grid that is made up of arterials and collectors that support a continuous corridor in either a north-south or east-west direction, or serve rural areas outside of FAIRVIEW and other cities.
 - d. Customer Service. To the degree possible, connectivity with the regional urban and rural arterials should be maintained. The road system should be easily understood with road segments easily identifiable to the user.
9. Prior to transferring any COUNTY roads, the COUNTY must hold a public hearing regarding the proposed transfers. After this hearing, FAIRVIEW must formally accept the roads.

THEREFORE, FAIRVIEW and the COUNTY agree as follows:

SECTION I TRANSFER OF ROADS

- A. In general, the COUNTY will transfer to FAIRVIEW approximately 1.4 miles of road. The COUNTY will retain all arterials.
- B. The COUNTY shall transfer the roads, and road segments, identified in Exhibit A to FAIRVIEW on July 1, 1995.

SECTION II TRANSPORTATION PLANNING

- A. FAIRVIEW shall have responsibility to develop a local transportation system plan within its planning jurisdiction under the State Transportation Planning Rule.
- B. The COUNTY and FAIRVIEW agree to seek opportunities to share staff resources for joint planning projects or studies, including short-term assignments of staff from one jurisdiction to another.

SECTION III DEVELOPMENT REVIEW AND PERMIT ISSUANCE

The COUNTY will transfer the issuance of access permits along with COUNTY roads to FAIRVIEW. Design review approval shall be by FAIRVIEW. Permits for utility cuts, such as gas, electric, and telephone, shall be the responsibility of the COUNTY.

- A. ACCESS MANAGEMENT/DEVELOPMENT REVIEW. The COUNTY will transfer to FAIRVIEW those functions which are critical to the management of access control related to new development within FAIRVIEW along COUNTY roads. These include the following aspects of development: client interaction and pre-application conferences, plan intake, establishing development conditions related to access management, issuing development permits, and conducting development inspections.
- B. COMMON STANDARDS. The parties desire to create common development procedures and road standards to be adopted by FAIRVIEW and the COUNTY and the cities of Gresham, Troutdale, and Wood Village. FAIRVIEW shall give the COUNTY a copy of its present development code and criteria. COUNTY staff will identify which standards are currently uniform and which are varied. The parties will work to create common standards and procedures to be used by all parties.
- C. CITY-COUNTY COORDINATION. The parties desire to insure that as part of the development review process, the COUNTY is given timely notice to comment on aspects related to ongoing maintenance responsibility, level of service questions, current and future off-site and cumulative network effects, and standard changes. FAIRVIEW shall develop a plan as to how FAIRVIEW will provide the COUNTY with timely notice and opportunity to comment consistent with FAIRVIEW's review and permitting schedules.

SECTION IV STORMWATER MANAGEMENT

The various responsibilities of FAIRVIEW and the COUNTY regarding stormwater management are described below and are summarized in Exhibit B.

A. TRANSFER OF STORMWATER FACILITIES.

- 1. The COUNTY will transfer to FAIRVIEW the stormwater systems located within each COUNTY road that is transferred to FAIRVIEW. All of the drainage facilities (including stormlines, dry wells, catch basins, and ditch facilities) should be transferred along with the street right-of-way.
- 2. Existing FAIRVIEW owned stormwater facilities located within the COUNTY rights-of-way should continue to remain under FAIRVIEW ownership and responsibility.

B. MAINTENANCE RESPONSIBILITIES.

Responsibilities for the maintenance of transferred stormwater facilities shall reside with the jurisdiction that assumes ownership of those facilities.

C. STREET FLOODING (EMERGENCY RESPONSE).

Response to street flooding will continue to be the responsibility of the jurisdiction owning the street or road.

D. RESOLUTION OF DRAINAGE PROBLEMS.

1. Drainage problems occurring within the COUNTY rights-of-way will generally be resolved by the COUNTY. On COUNTY roads within FAIRVIEW, the COUNTY will continue to address drainage problems, but FAIRVIEW may elect to take the lead in resolving citizen complaints.
2. Within FAIRVIEW, drainage problems outside the COUNTY right-of-way should be the responsibility of FAIRVIEW. FAIRVIEW shall assume the lead in resolving citizen drainage problems, and the COUNTY shall provide support in implementing the solution, if necessary.
3. On city streets, FAIRVIEW shall resolve drainage problems both outside and within the right-of-way.

E. WATER QUALITY.

1. The COUNTY shall continue to participate, along with FAIRVIEW and GRESHAM, as co-applicants in the National Pollutant Discharge Elimination System (NPDES) Municipal Stormwater Permit. Since jurisdiction responsibilities for stormwater facilities will change as a result of the intergovernmental agreement, NPDES responsibilities may also change.
2. Jurisdictional responsibility for stormwater facilities shall determine responsibility for stormwater quality. The National Pollutant Discharge Elimination system (NPDES) Municipal Stormwater Permit may need to be amended as a result of this intergovernmental agreement, showing any proposed changes in responsibility.

F. MASTER PLANNING.

Stormwater master planning shall continue to be the responsibility of FAIRVIEW.

G. PROJECT-LEVEL PLANNING.

Project-level planning should be consistent with the guidelines proposed in FAIRVIEW's master plan. Since cities should be responsible for developing stormwater master plans, they should also be influential in local project-level plans. On COUNTY streets, within FAIRVIEW, the COUNTY shall implement stormwater recommendations prescribed in FAIRVIEW's master plan.

H. DESIGN/CONSTRUCTION.

1. On COUNTY projects, within FAIRVIEW, the COUNTY should be responsible for designing and building stormwater facilities consistent with recommendations of FAIRVIEW's master plan.
2. On FAIRVIEW projects, within COUNTY rights-of-way, FAIRVIEW stormwater projects will be the responsibility of FAIRVIEW to design and construct.

I. COMMON STANDARDS.

FAIRVIEW and the COUNTY agree to begin developing common maintenance and design standards.

SECTION V
PERSONNEL

No COUNTY employees will be laid off or transferred as a result of this Intergovernmental Agreement. The COUNTY has three vacant positions, although it does not intend to fill these positions.

SECTION VI
RESOURCES

- A. The COUNTY will transfer to FAIRVIEW, beginning July 1, 1995 \$7,950 per year plus a cost of living adjustment based on the Portland State University CPI.
- B. FAIRVIEW may continue to do the following beginning July 1, 1995:
1. Purchase signs from the COUNTY.
 2. Obtain other maintenance services from the COUNTY in accordance with a separate maintenance agreement.
- C. FAIRVIEW and the COUNTY will cooperate on joint purchasing items. FAIRVIEW may also purchase other contractual services from the COUNTY.

DATED: March 9, 1995

COUNTY OF MULTNOMAH

By

Beverly Stein
Chair, Multnomah County

Approved as to form:

Laurance Kressel
County Counsel

CITY OF FAIRVIEW

By

Roger Vonderharr
Mayor, City of Fairview

3-1-95
Date of Signing

By

Marilyn Holstrom
City Administrator, City of Fairview

3-1-95
Date of Signing

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-9 DATE 3-9-95
Eric A. Parker
BOARD CLERK

ROADS TO BE TRANSFERRED TO CITY OF FAIRVIEW

- NE 202nd Avenue, No. 4833
From NE Thompson Street to a point 249.94 feet south of NE Thompson Street
- NE 203rd Avenue, Nos. 4834, 4886
From NE Thompson Street to a point 125.19 feet south of NE San Rafael Street
- NE 205th Avenue, No. 952
From NE Halsey Street to north right-of-way line of NE Thompson Street
- NE Broadway Court, No. 3376
From NE 201st Avenue to a point 529.04 feet northeasterly of NE 201st Avenue
- NE San Rafael Street, No. 4885
From NE 201st Avenue to NE 203rd Avenue
- NE Thompson Street, No. 3856
From NE 201st Avenue to NE 205th Avenue
- NE Oregon Street, No. 595
From NE 201st Avenue to NE 202nd Avenue
- NE 202nd Avenue, No. 595
From NE Oregon Street to a point 90.00 feet, more or less, south of NE Oregon Street

HALF STREET "FAIRVIEW"

- NE 202nd Avenue, No. 595 (west half)
From a point 90.00 feet, more or less, south of NE Oregon Street to a point 155.00 feet, more or less, south of NE Oregon Street

EXHIBIT B

TRANSPORTATION INITIATIVE STORM WATER SYSTEM TEAM CONSENSUS

RESPONSIBILITIES FOR STORM WATER MANAGEMENT FUNCTIONS

"PRESENT"

"FUTURE"

Current Model

Shared Responsibility Model

Organization Responsible for:	Multnomah County Streets in Cities	City Streets *	Multnomah County Streets in Cities	City Streets * (Including transfers)
Street Sweeping	Multnomah County	City	Multnomah County	City
Catch Basin Cleaning	Multnomah County	City	Multnomah County	City
Sumps (Dry Wells)	Multnomah County	City	Multnomah County	City
Main Line Maintenance	Multnomah County	City	In Gresham City in Troutdale City/County In Other Cities/County	City
Culverts	Multnomah County	City	Multnomah County	City
Bridges	Multnomah County	City	Multnomah County	City
Ditchline Maintenance	Multnomah County	City	Multnomah County	City
Street Flooding	Multnomah County	City	Multnomah County	City
Drainage Problem Solutions	Multnomah County in ROW Others Outside ROW	City	Multnomah County in ROW (City may lead outside ROW; city lead/ Multnomah County support	City
Water Quality	Multnomah County	City	Multnomah County	City
Master Planning (System-Wide)	City	City	City	City
Project-Level Planning	Multnomah County	City	Multnomah County/City	City
Design/Construction	Multnomah County	City	In Gresham Multnomah County/Gresham Other Cities Multnomah County	City
Funding	Multnomah County	City	Multnomah County/City	City

*All jurisdictions have the option of contracting any or all of these services.

MEETING DATE: _____

MAR 09 1995

AGENDA NO: _____

R-10

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Stormwater Services Intergovt. Agrmt. with City of Gresham

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: March 9, 1995

Amount of Time Needed: 10 minutes

DEPARTMENT: Environmental Svcs.

DIVISION: Transportation

CONTACT: Ed Abrahamson

TELEPHONE #: 248-5050

BLDG/ROOM #: 425/Yeon

PERSON(S) MAKING PRESENTATION: Larry F. Nicholas

ACTION REQUESTED:

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

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

Approval by the Board of County Commissioners is sought for the Transportation Initiatives Agreement regarding Stormwater Services with the city of Gresham. Gresham is willing to exempt Multnomah County from paying a stormwater user's charge, providing the county agrees to certain responsibilities associated with constructing and maintaining the public stormwater system.

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: _____

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

AGEN.PL

Originals sent to Ed Abrahamson on 3-10-95.

6/93



MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES
TRANSPORTATION DIVISION
1620 S.E. 190TH AVE.
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 of Transportation

TODAY'S DATE: February 27, 1995

REQUESTED PLACEMENT DATE: March 9, 1995

RE: Approval of the Stormwater Services Intergovernmental Agreement with the City of Gresham

I. Recommendation/Action Requested

- Approval by the Board of County Commissioners is sought for the Stormwater Services Intergovernmental Agreement with the city of Gresham.

II. Background/Analysis

In November 1993, the Multnomah County Commission wrote the Gresham City Council stating their commitment to moving forward in resolving transportation issues in a manner that best serves the public interest while meeting the needs of each affected jurisdiction. This correspondence followed the defeat of Ballot Measure 26-1 which would have required the County to transfer all roads and the stormwater system together with revenue to any city within the county that requested such a transfer.

In December 1993, elected officials from Fairview, Gresham, Troutdale, Wood Village, and Multnomah County met to discuss the road transfer issue. For the next four months discussions continued, and a work plan was developed. On May 2, 1994, staff from the cities and county met for an all-day training session in teamwork. At the conclusion of the training, work teams were created in the areas of development permits, stormwater, road transfer, transportation planning, revenue sharing, personnel, and communications. Each work team was required to elect a chair, a scribe, a liaison; agree on a vision, set goals, and set a schedule to meet the November 1994 deadline for transfer of roads.

Staff Report/Gresham Stormwater Agrmt.

From this, each work team was to draft a Memorandum of Understanding that would be used to create the Intergovernmental Agreement (IGA). Larry F. Nicholas, Multnomah County Director of Transportation; and Greg DiLoreto, Gresham Environmental Services Director, served on the Liaison Team, together with other representatives from the work teams. The effort became known as the *Transportation Initiatives*. It was the Liaison Team's responsibility to help the work teams through any problems they might have, in addition to keeping the process on schedule.

The Stormwater Services IGA currently under consideration is an outgrowth of the *Transportation Initiatives* process. The city of Gresham requires all stormwater customers who use the public stormwater system, or who cause or permit the discharge of stormwater runoff directly or indirectly into the public stormwater system, to pay a stormwater user charge. Multnomah County is a stormwater customer and is responsible for paying a stormwater user charge for all county roads located in Gresham. The county desires to be exempted from paying the charge. Gresham is willing to exempt Multnomah County, providing the county agrees to certain responsibilities associated with constructing and maintaining the public stormwater system.

III. Financial Impact:

The IGA does not require the transfer of resources between jurisdictions. It does, however, require the county to participate in the design, construction, and management of stormwater facilities when required, to qualify for the stormwater user charge.

IV. Legal Issues

Stormwater management requires, as outlined the IGA, review by County Counsel for form and content. O.R.S. 190.010 et seq. provides for intergovernmental agreements between units of local governments to allow the performance of functions or activities by one unit of local government for another.

O.R.S. 190.020 requires that an intergovernmental agreement contemplating the performance of functions or activities by one unit of government for another shall specify the responsibilities and the apportionment of funds between the parties.

Gresham Revised Code, Section 3.60.015, requires that all stormwater customers who use the public stormwater system to pay a stormwater user charge.

V. Controversial Issues

Following the defeat of Ballot Measure 26-1 in November 1993, the Board of County Commissioners stated their commitment to moving forward in resolving transportation issues in a manner that best serves the public interest while meeting the needs of each affected jurisdiction. The IGA is a result of a Team Building process. There are constituents who believe that the results of Ballot Measure 26-1 should be followed, calling for the county to retain jurisdiction of the roads.

VI. Link to Current County Policies

The IGA is a result of negotiations conducted as the *Transportation Initiatives* process. This process was undertaken at the direction of the Board of County Commissioners to resolve issues that best serves the public interest as it relates to stormwater management.

VII. Citizen Participation

The Transportation Initiative was solely negotiations between Multnomah County and the cities of Troutdale, Fairview, Wood Village, and Gresham. No citizen input was required or sought. Citizen testimony at the Board of County Commissioners meeting is not expected.

VIII. Other Government Participation

The IGA presently under consideration is between the county and Gresham.



MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES
TRANSPORTATION DIVISION
1620 S.E. 190TH AVE.
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

FACSIMILE TRANSMISSION COVER SHEET

DATE:

3/02/95

TO:

Carrie Parkerson

Name

1 5262

FAX Number

FROM:

Board Clerk's Off.

Company/Agency

C. Krumer

Name

Transportation Division

Company/Agency

248-5050

Telephone Number

1 248-3321

FAX Number

SUBJECT:

Contract No. 301805

COMMENTS:

Gresham Stormwater
IGA

CARRIE →

Note Vender Budget nos. at

* bottom of CAF. Please fill those
in, too. Thanks -

1 pages to follow (excluding this sheet)

Department of Environmental Services-Yeon Shops FAX No. is (503) 248-3321.

Please use this number for business transmission purposes, only. No advertising, please.

If you have difficulties with this transmission, please call (503) 248-5050.

6039V

AN EQUAL OPPORTUNITY EMPLOYER



MULTNOMAH COUNTY OREGON

CONTRACT APPROVAL FORM
 (See Administrative Procedure #2106)
Contract # 301805

Amendment # _____

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$25,000	<input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Intergovernmental Agreement

Department Environmental Services Division Transportation Date 3/1/95Contract Originator Larry F. Nicholas Phone 248-5050 Bldg/Room 425/YeonAdministrative Contact L. Nicholas or Ed Abrahamson Phone 248-5050 Bldg/Room 425/YeonDescription of Contract Stormwater Services with the City of Gresham.

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

ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ ORFContractor Name City of GreshamMailing Address 1333 NW Eastman Parkway
Gresham, OR 97030Phone 661-6073

Employer ID# or SS# _____

Effective Date Upon executionTermination Date Upon completion

Original Contract Amount \$ _____

Total Amount of Previous Amendments \$ _____

Amount of Amendment \$ _____

Total Amount of Agreement \$ _____

Remittance Address _____
(If Different) _____

Payment Schedule _____ Terms _____

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

Purchase Order No. _____

☐ Requirements Not to Exceed \$ _____

REQUIRED SIGNATURES:

Department Manager Betsy Williams / Ed AbrahamsonPurchasing Director
(Class II Contracts Only) _____

County Counsel _____

County Chair / Sheriff _____

Contract Administration
(Class I, Class II Contracts Only) _____Encumber: Yes ☐ No ☐

Date _____

Date _____

Date _____

Date _____

Date _____

VENDOR CODE				VENDOR NAME						TOTAL AMOUNT \$		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC	IND
01.	160	030	6000			6050						
02.												
03.												
* If additional space is needed, attach separate page. Write contract # on top of page.												

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION

CANARY - INITIATION

PINK - FINANCE



CONTRACT APPROVAL FORM (See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 301805

Amendment # _____

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$25,000	<input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Intergovernmental Agreement

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Purchase Order No. _____

☐ Requirements Not to Exceed \$ _____**REQUIRED SIGNATURES:**Department Manager Betsy Williams / Ed AbrahamsonPurchasing Director _____
(Class II Contracts Only)

County Counsel _____

County Chair / Sheriff _____

Contract Administration _____
(Class I, Class II Contracts Only)Encumber: Yes ☐ No ☐

Date _____

Date _____

Date _____

Date _____

Date _____

VENDOR CODE				VENDOR NAME						TOTAL AMOUNT \$		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT DATE	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND	
01.	160	030	6000			6050						
02.												
03.												

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

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION

CANARY - INITIATION

PINK - FINANCE

**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 301805

Amendment # _____

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$25,000	<input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Intergovernmental Agreement APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>R-10</u> DATE <u>3/9/95</u> <u>Carrie A. Parkerson</u> BOARD CLERK

Department Environmental Services Division Transportation Date 3/1/95Contract Originator Larry F. Nicholas Phone 248-5050 Bldg/Room 425/YeonAdministrative Contact L. Nicholas or Ed Abrahamson Phone 248-5050 Bldg/Room 425/YeonDescription of Contract Stormwater Services with the City of Gresham.

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

ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ QRFContractor Name City of GreshamMailing Address 1333 NW Eastman Parkway
Gresham, OR 97030Phone 661-6073

Employer ID# or SS# _____

Effective Date Upon executionTermination Date Upon completion

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Amount of Amendment \$ _____

Total Amount of Agreement \$ _____

Remittance Address _____
(If Different) _____

Payment Schedule _____ Terms _____

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

Purchase Order No. _____

☐ Requirements Not to Exceed \$ _____**REQUIRED SIGNATURES:**Department Manager Betsy Williams / Ed AbrahamsonPurchasing Director
(Class II Contracts Only) [Signature]County Counsel [Signature]County Chair / Sheriff [Signature]Contract Administration
(Class I, Class II Contracts Only) _____Encumber: Yes ☐ No ☐Date 3-2-95

Date _____

Date 3/2/95Date 3/9/95

Date _____

Date _____

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT		\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND	
01.	150	030	6000			6050						
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03.												
* If additional space is needed, attach separate page. Write contract # on top of page.												

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION

CANARY - INITIATION

PINK - FINANCE

**INTERGOVERNMENTAL AGREEMENT BETWEEN MULTNOMAH COUNTY
AND THE CITY OF GRESHAM
REGARDING STORMWATER SERVICES**

THIS AGREEMENT is entered into under the authority of Chapter 190 of the Oregon Revised Statutes by the CITY OF GRESHAM, a municipal corporation (GRESHAM), and the COUNTY OF MULTNOMAH, a home rule political subdivision of the State of Oregon (COUNTY).

RECITALS

1. On , 1995 the COUNTY and GRESHAM entered into an intergovernmental agreement (ROADS TRANSFER AGREEMENT) regarding the transfer of certain COUNTY roads, stormwater facilities and other responsibilities to Gresham.
2. Section IV of the ROADS TRANSFER AGREEMENT describes the various responsibilities of GRESHAM and the COUNTY regarding stormwater management.
3. The parties desire to further describe the responsibilities of each party regarding stormwater facilities located within GRESHAM. The requirements of this agreement shall be in addition to the requirement described in the ROADS TRANSFER AGREEMENT.
4. Gresham Revised Code (GRC) section 3.60.015 requires that all stormwater customers who use the public stormwater system or who cause or permit the discharge of net stormwater runoff directly or indirectly into the public stormwater system shall pay a stormwater user charge. The COUNTY is stormwater customers and is responsible for paying a stormwater user charge for all COUNTY roads located in GRESHAM. The COUNTY desires to be exempted from paying that charge. Gresham is willing to exempt the COUNTY from paying that charge if the COUNTY agrees to certain responsibilities associated with constructing and maintaining the public stormwater system.
5. GRESHAM has identified four main drainage basins within its boundaries. GRESHAM has completed master plans for two of the drainage basins: Kelly Creek Drainage Basin and the Fairview Creek Drainage Basin. GRESHAM expects to complete its master plan for the Johnson Creek Drainage Basin in April, 1995. The master plan for the West Gresham Drainage Basin will be completed at some date in the future.
6. ORS 190.010 et seq. provide for intergovernmental agreements between units of local governments to allow the performance of functions or activities by one unit of local government for another.
7. ORS 190.020 requires that an intergovernmental agreement contemplating the performance of functions or activities by one unit of local government for another shall specify the responsibilities and the apportionment of funds between the parties.

THEREFORE, GRESHAM, and the COUNTY agree as follows:

A. STORMWATER MASTER PLANS.

GRESHAM shall be responsible for master planning all stormwater public facilities and improvements that are needed as part of the public stormwater system within GRESHAM's corporate limits. GRESHAM has adopted or will adopt stormwater master plans for each of the four drainage basins under GRESHAM's jurisdiction. All stormwater public facilities and improvements located within GRESHAM's master plan areas shall be constructed consistent with these plans as currently adopted and as adopted or amended in the future.

B. CONSTRUCTION OF STORMWATER PUBLIC FACILITIES AND IMPROVEMENTS.

1. The COUNTY shall design and construct stormwater public facilities and improvements to serve COUNTY rights-of-way. These facilities and improvements shall be constructed in compliance with the applicable GRESHAM stormwater master plans and with applicable state and federal requirements. If a GRESHAM stormwater master plan does not address a specific County right-of-way, then GRESHAM shall provide the capacity and design criteria for those facilities.

2. New COUNTY constructed facilities and improvements must be constructed to an acceptable point of discharge as determined by GRESHAM. This may require the construction of off-site facilities and improvements outside of the right-of-way.

3. The COUNTY shall not increase the discharge of stormwater to an under capacity system without GRESHAM approval. If the downstream system is under capacity, the COUNTY may be required to make improvements to downstream systems with cost sharing by GRESHAM, if appropriate; or provide mitigation facilities to reduce runoff to downstream facilities to an acceptable level.

4. If the COUNTY is required to construct stormwater public facilities and improvements as required in Paragraph B of this Agreement that are larger than are necessary to accommodate run-off from the COUNTY roads, then GRESHAM shall reimburse the COUNTY for the oversizing costs for these improvements.

5. If the COUNTY discharges stormwater into a downstream public stormwater system that is not adequate for the transport or storage of the stormwater, then the COUNTY shall participate in its proportionate share of the needed downstream improvements.

6. If the COUNTY is required to oversize on-site public facilities and improvements or to build or oversize off-site public facilities and improvements and GRESHAM does not have money budgeted for its proportionate share of those improvements, then the COUNTY shall either:

a. Construct the improvements as required by GRESHAM and obtain reimbursement in the future for the oversizing costs, or

b. Construct temporary mitigation facilities if such facilities are acceptable to GRESHAM. If GRESHAM authorizes the construction of temporary mitigation facilities, then the COUNTY shall agree to pay its proportionate share of the permanent improvements when constructed.

7. If the COUNTY paid for an existing stormwater public facility or improvement, then the COUNTY shall have the first rights to the capacity in that facility or improvement

8. Within COUNTY rights-of-way, GRESHAM shall be responsible for designing and constructing GRESHAM stormwater public facilities and improvements. If the improvements also benefit the COUNTY road, then the COUNTY shall pay its proportional share of the cost of these improvements.

C. DEPARTMENT OF ENVIRONMENTAL QUALITY (DEQ) REQUIREMENTS.

If DEQ requires GRESHAM or the COUNTY to replace sumps within COUNTY road rights-of-way with new sumps or with other types of stormwater public facilities and improvement, then the COUNTY shall construct whatever improvement is required by DEQ. The COUNTY shall pay its proportionate share of the cost or the improvement that is needed for the stormwater generated from the COUNTY road. If the required improvement fully benefits the COUNTY road, then the COUNTY shall pay the entire cost of the improvement. If the improvement also benefits property other than the COUNTY road, then GRESHAM shall reimburse the COUNTY for all oversizing costs.

D. CAPITAL IMPROVEMENT PROGRAM (CIP) PLANNING.

GRESHAM and the COUNTY agree to coordinate their CIP planning with the goal of scheduling projects in such a manner that adequate funding is available for joint projects, for off-site improvements that need to be constructed in conjunction with on-site projects, and for projects of one jurisdiction that require reimbursement from the other jurisdiction. For instance, if the COUNTY plans to construct a public facility or improvement within its right-of-way that will increase runoff to an undersized downstream stormwater system, then both parties need to budget for their proportionate shares of the cost of improving the undersized downstream stormwater system.

E. NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM (NPDES) STORMWATER PERMIT.

The COUNTY agrees to commit to its current level of staff involvement in the NPDES program.

F. EXEMPTION FROM GRESHAM'S STORMWATER USER CHARGE.

GRESHAM shall exempt the COUNTY from paying the GRESHAM stormwater user charge as required in GRC section 3.60.015 for all COUNTY rights of way located within GRESHAM. The COUNTY shall still be required to pay GRESHAM stormwater user charges associated with other COUNTY owned property located within GRESHAM.

G. TERMINATION.

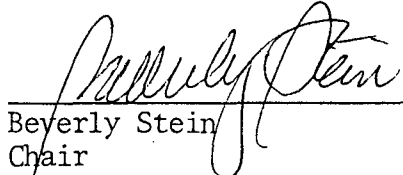
This agreement may be terminated by either party upon one year written notice to the other party.

DATED: March 9, 1995


COUNTY OF MULTNOMAH

CITY OF GRESHAM


By


Beverly Stein
Chair

By


Gussie McRobert
Mayor

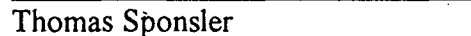
By

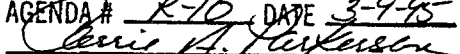

Bonnie Kraft
City Manager

Approved as to form:

Approved as to form:


Laurence Kressel
County Counsel


Thomas Sponsler
City Attorney

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-10 DATE 3-9-95

BOARD CLERK

BUDGET MODIFICATION NO.

MC 80 #13

(For Clerk's Use) Meeting Date

MAR 09 1995

Agenda No.

R-11

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR

(Date)

DEPARTMENT Sheriff's Office

DIVISION

CONTACT Larry AabTELEPHONE 251-2489

* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD

SUGGESTED

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

~~Budget modification~~ ^{Supplemental Budget} requesting the ~~transfer of \$10,191 from contingency~~ ^{increase} to the Sheriff's Enforcement Division budget to pay for boat engines for a River Patrol boat, which will be repaid to the ~~contingency account~~ through the sale of a surplus boat.

Note: Budget office charges one

(Estimated Time Needed on the Agenda)

2. DESCRIPTION OF MODIFICATION

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

Personnel changes are shown in detail on the attached sheet

This modification will add funds to the Equipment line item in the River Patrol budget to pay for 2 boat engines. The funds will be repaid with the sale of two boats and one trailer and one engine. These are expected to bring in at least \$10,191.

3. REVENUE IMPACT

(Explain revenues being changed and reason for the change)

BOARD OF
COUNTY COMMISSIONERS
1995 MAR - 2 PM 12:15
MULTI-NOAH COUNTY
OREGON

4. CONTINGENCY STATUS

(to be completed by Budget & Planning)

Fund Contingency before this modification (as of

Date

\$

After this modification

\$

Originated By

Date

Department Director

Date

Plan/Budget Analyst

Date

Employee Services

Date

Board Approval

Date

Originals sent to Shaun Caldwell on 3-10-95

BUDGET MODIFICATION NO MCSO #13

EXPENDITURE

TRANSACTION EB GM []

TRANSACTION DATE

ACCOUNTING PERIOD

BUDGET FY

Document Number	Action	Fund	Agency	Organization	Activity	Reporting Category	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
		100	025	3316			8400			10,191		Equipment
TOTAL EXPENDITURE CHANGE										10,191		

REVENUE

TRANSACTION EB GM []

TRANSACTION DATE

ACCOUNTING PERIOD

BUDGET FY

Document Number	Action	Fund	Agency	Organization	Activity	Reporting Category	Revenue	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
		100	025	3316			6013			10,191		Sale of Boats, trailer, engine
TOTAL REVENUE CHANGE										10,191		

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM BRIEFING
STAFF REPORT SUPPLEMENT

TO: BOARD OF COUNTY COMMISSIONERS

FROM: SHERIFF JOHN BUNNELL

TODAY'S DATE: 3/2/95

REQUESTED PLACEMENT DATE: _____

RE: *Sme* ~~CONTINGENCY REQUEST~~ -- Add funds for boat engines

I. Recommendation/Action Requested:
Approval of budget modification.

II. Background/Analysis:

One of the River Patrol boats needs two engines to be replaced to be in dependable operating condition for the upcoming boating season. The purchase of these boats can be funded through the sale of surplus boats and equipment.

III. Financial Impact:

Costs of the equipment
None - the ~~contingency account~~ will be repaid through the sale of used equipment. *Sme*

IV. Legal Issues:
None

V. Controversial Issues:
None

VI. Link to Current County Policies:
None

VII. Citizen Participation:

VIII. Other Government Participation:

Note: Budget office changes.

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR**March 9, 1995****DEPARTMENT**Health**DIVISION**Specialty Care Services**CONTACT**Jan Sinclair**TELEPHONE**248-3674**NAME OF PERSON MAKING PRESENTATION TO BOARD**Jan Sinclair or Tom Fronk**SUGGESTED AGENDA TITLE**

(To assist in preparing a description for the printed agenda)

Budget Modification MCHD 6 increases the School Based Clinic Program to reflect the receipt of the Healthy Schools / Healthy Communities Grant.

(Estimated time needed on the Agenda: minutes)

2. DESCRIPTION OF MODIFICATION**[X] PERSONNEL CHANGES ON ATTACHED PAGE**

This grant funds the addition of a school based clinic. It will be our first in an elementary school. Clinical staff and supporting M&S are added. Remodel costs are covered. Indirect is paid, but capped at 10%, but the cap does not come into play this FY, as the blended indirect is less than 10%.

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1995 FEB 28 AM 11:30

3. REVENUE IMPACT

Increase Healthy Schools / Health Communities by \$197,026
Increase General Fund by \$10,386

4. CONTINGENCY STATUS

The General Fund Contingency is increased by \$8,498 (Indirect)

Originated By <u>Joan Leans-Poussanne Kaler</u>	Date <u>2/21/95</u>	Department Director <u>Billi Odegaard-Tone</u>	Date <u>2-27-95</u>
Finance/Budget <u>Kathleen Fronk</u>	Date <u>2/28/95</u>	Employee Relations <u>Susan Daniel</u>	Date <u>2/28/95</u>
Board Approval <u>Chris A. Peterson</u>	Date <u>3-9-95</u>		

Originals sent to Kathy Jones on 3-10-95

PERSONNEL DETAIL FOR BUDGET MODIFICATION MCHD 6

5. ANNUALIZED PERSONNEL CHANGES			Compute on a full year basis even though this action affects part of the fiscal year.			
FTE	CLASSIFICATION	UNIT	ANNUALIZED			
			BASE PAY	FRINGE	INSURANCE	TOTAL
0.80	CH Nurse	Lincoln Park Elementary	37,146	9,610	5,862	52,618
0.50	Nurse Practioner	Lincoln Park Elementary	22,614	5,850	4,013	32,477
0.80	Office Assistant 2	Lincoln Park Elementary	19,732	5,105	5,190	30,027
0.20	Health Svcs Admin	Lincoln Park Elementary	9,894	2,560	4,433	16,887
0.50	Health Information Spec 2	Lincoln Park Elementary	12,862	3,327	3,268	19,457
0.10	Physician	Lincoln Park Elementary	7,546	1,952	3,997	13,495
0.20	Mental Health Consultant	Lincoln Park Elementary	6,920	1,790	2,337	11,047
1.00	Health Educator	Lincoln Park Elementary	33,930	8,778	5,793	48,501
1.00	Data Analyst Senior	Data Systems	33,553	8,680	5,938	48,171
5.10	TOTAL CHANGE (ANNUALIZED)		184,197	47,652	40,831	272,680

6. CURRENT YEAR PERSONNEL CHANGES			Calculate costs or savings that will take place within this fiscal year; these should explain the actual dollar amounts changed on the budget modification.			
FTE	CLASSIFICATION	UNIT	CURRENT YEAR			
			BASE PAY	FRINGE	INSURANCE	TOTAL
0.26	CH Nurse	Lincoln Park Elementary	17,335	4,485	3,244	25,064
0.17	Nurse Practioner	Lincoln Park Elementary	9,423	2,438	1,289	13,150
0.26	Office Assistant 2	Lincoln Park Elementary	7,893	2,042	2,019	11,954
0.07	Health Svcs Admin	Lincoln Park Elementary	7,420	1,920	1,003	10,343
0.17	Health Information Spec 2	Lincoln Park Elementary	5,359	1,386	1,133	7,878
0.03	Physician	Lincoln Park Elementary	3,144	813	148	4,105
0.07	Mental Health Consultant	Lincoln Park Elementary	3,460	895	582	4,937
0.33	Health Educator	Lincoln Park Elementary	16,965	4,429	2,917	24,311
0.20	Data Analyst Senior	Data Systems	7,087	1,833	1,466	10,386
1.55	TOTAL CURRENT YEAR CHANGE		78,086	20,241	13,801	112,128

EXPENDITURE DETAIL - MCHD 6

EXPENDITURE TRANSACTION EB [] GM [] TRANSACTION DATE _____ ACCOUNTING PERIOD _____ BUDGET FISCAL YEAR _____

DOCUMENT NUMBER	ACTION	FUND	AGENCY	ORG	OBJECT CODE	CURRENT AMOUNT	REVISED AMOUNT	INCREASE (DECREASE)	SUBTOTAL	DESCRIPTION
		156	015	0460	5100			70,999		Permanent
		156	015	0460	5500			18,408		Fringe
		156	015	0460	5550			12,335		Insurance
									101,742	SUBTOTAL, LINCOLN PARK, PS
		156	015	0460	6110			12,250		Professional Svcs
		156	015	0460	6230			10,903		Supplies
		156	015	0460	6310			3,235		Educ & Training
		156	015	0460	6330			634		Local Travel
		156	015	0460	7100			18,884		Indirect
		156	015	0460	7150			1,597		Telephone
		156	015	0460	7200			16,477		Data Processing
		156	015	0460	7560			1,504		Dist/Postage
									65,484	SUBTOTAL, LINCOLN PARK, MS
		156	015	0460	8300			25,000		Other Improvements
		156	015	0460	8400			4,800		Equipment
									29,800	SUBTOTAL, LINCOLN PARK, CAPITAL
									197,026	TOTAL, LINCOLN PARK
		156	015	0930	5100			7,087		Permanent
		156	015	0930	5500			1,833		Fringe
		156	015	0930	5550			1,466		Insurance
									10,386	TOTAL, HLTH INFO SYS
		402	030	7990	6140			1,597		1,597 TELEPHONE FUND INCREASE
		403	030	7950	6190			16,477		16,477 DATA PROCESSING FUND INCREASE
		404	030	7345	6200			1,504		1,504 DIST/POSTAGE FUND INCREASE
		400	050	7531	6520			12,335		12,335 INSURANCE FUND INCREASE
		100	015	0900	7608			10,386		10,386 CASH TRANSFER TO F/S - 0900
		100	045	9120	7700			8,498		8,498 CONTINGENCY
		TOTAL EXPENDITURE CHANGE						258,209		

REVENUE DETAIL - MCHD 6

REVENUE TRANSACTION RB [] GM [] TRANSACTION DATE _____ ACCOUNTING PERIOD _____ BUDGET FISCAL YEAR _____

DOCUMENT NUMBER	ACTION	FUND	AGENCY	ORG	REVENUE CODE	CURRENT AMOUNT	REVISED AMOUNT	INCREASE (DECREASE)	SUBTOTAL	DESCRIPTION
		156	015	0460	NEW			197,026		Healthy Schools / Healthy Communities
		156	015	0930	7601			10,386		GF Support
		402	030	7990	6602			1,597		Telephone Svc Reim
		403	030	7950	6602			16,477		Data Processing Svc Reim
		404	030	7345	6602			1,504		Dist/Postage Svc Reim
		400	050	7040	6602			12,335		Insurance Svc Reim
		100	045	7410	6602			18,884		Svc Reim from F/S
		TOTAL REVENUE CHANGE						258,209		



MULTNOMAH COUNTY OREGON



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

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

MEMORANDUM

TO: Board of County Commissioners
FROM: Billi Odegaard *Billi Odegaard*
REQUESTED PLACEMENT DATE: March 9, 1995
DATE: February 24, 1995
SUBJECT: Budget Modification MCHD 6

I. Recommendation/Action Requested:

The Board of County Commissioners is requested to approve budget modification MCHD 6, which receives grant funding for a school based clinic located in Lincoln Park Elementary School.

II. Background/Analysis:

The Health Department has engaged in discussions with the David Douglas School District around the lack of access to health care for some time. Health Department staff have also recognized the needs and benefits to providing care at an earlier age rather than later.

When grant funds for Healthy Schools/Healthy Communities project became available from the Federal Bureau of Primary Care, an ideal opportunity existed to improve access to health care in a low socioeconomic area. The clinic will be housed in the Family Service Center at Lincoln Park, along with AFS, Alpine Mental Health, CSD, and a Community Safety Action Team.

III. Financial Impact:

This grant increases the General Fund Contingency by \$8,498 and provides indirect cost recovery.

IV. Legal Issues:

None

V. Controversial Issues:

There are no controversial issues regarding a clinic in an elementary school. However, the David Douglas School District is very reluctant to deal with reproductive health issues in the high school setting.

VI. Link to Current County Policies:

It continues the expansion of health services into Multnomah County schools. The Board approved a Notice of Intent for this grant last winter.

VII. Citizen Participation:

The School District Board, which includes parents and community members were involved in planning the clinic.

VIII. Other Government Participation:

The David Douglas School District coordinated the establishment of the Family Service Center through a bond measure.