

**ANNOTATED MINUTES**

***Tuesday, November 29, 1994 - 8:30 AM to 4:30 PM  
Mead Building, 7th Floor Training Room  
421 SW Fifth Avenue, Portland***

**WORK SESSION**

***WS-1 Board and Managers Planning and Discussion Regarding Legislative Planning for the 1995 Legislative Session***

**WORK SESSION FOR THE PURPOSE OF PLANNING AND DISCUSSION REGARDING THE UPCOMING 1995 LEGISLATIVE SESSION ATTENDED BY: BEVERLY STEIN, SHARRON KELLEY, GARY HANSEN, TANYA COLLIER, DAN SALTZMAN, BARRY CROOK, DAVE WARREN, TAMARA HOLDEN, BETSY WILLIAMS, TOM SLYTER, JENNIE GOODRICH, HOWARD KLINK, REX SURFACE, JANICE DRUIAN, KATHY BUSSE, SCOTT PEMBLE, GINA MATTIODA, JO ANN ALLEN, RHYS SCHOLE, MIKE DELMAN, BILLI ODEGAARD AND LARRY NICHOLAS.**

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***Thursday, December 1, 1994 - 9:30 AM  
Multnomah County Courthouse, Room 602  
1021 SW Fourth, Portland***

**REGULAR MEETING**

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

**CONSENT CALENDAR**

**UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER HANSEN, THE CONSENT CALENDAR (ITEMS C-1 THROUGH C-10) WAS UNANIMOUSLY APPROVED.**

**DEPARTMENT OF ENVIRONMENTAL SERVICES**

***C-1 ORDER in the Matter of the Execution of Deed D951133 for Certain Tax Acquired Property to WENDELL E. BROWN AND MARY B. BROWN***

**ORDER 94-224.**

- C-2 *ORDER in the Matter of the Execution of Deed D951130 for Certain Tax Acquired Property to CARL A. HOFMANN*

**ORDER 94-225.**

- C-3 *ORDER in the Matter of the Execution of Deed D951109 Upon Complete Performance of a Contract to SUZANNE H. ROSS*

**ORDER 94-226.**

- C-4 *ORDER in the Matter of the Execution of Deed D951129 for Certain Tax Acquired Property to ROCKWOOD INVESTMENT COMPANY*

**ORDER 94-227.**

**DEPARTMENT OF HEALTH**

- C-5 *Ratification of Renewal to Intergovernmental Agreement, Contract #201175, between Multnomah County and Mt. Hood Community College Allowing Nursing Students to Gain Work Experience by Working in County Clinics at No Cost to Either Party, Effective Upon Execution through One Year from Date of Execution*
- C-6 *Ratification of Renewal to Intergovernmental Agreement, Contract #201195, between Multnomah County and Oregon Health Sciences University Allowing Nursing Students to Gain Learning Experience by Working in County Clinics at No Cost to Either Party, Effective Upon Execution through One Year from Date of Execution*

**COMMUNITY AND FAMILY SERVICES DIVISION**

- C-7 *Ratification of Amendment No. 1 to Intergovernmental Agreement, Contract #101575, between Multnomah County Community and Family Services Division and Portland Public Schools, Adding \$3,726 for School District to Develop a Videotape on Teen Pregnancy Prevention, Effective Upon Execution through June 30, 1995*
- C-8 *Ratification of a Renewal to Intergovernmental Agreement, Contract #103825, between the Housing Authority of Portland and Multnomah County Community and Family Services Division, for Homeless Prevention Services, Effective October 1, 1994 through September 30, 1995*
- C-9 *Ratification of a Renewal to Intergovernmental Revenue Agreement, Contract #103925, between the City of Portland and Multnomah County Community and Family Services Division for \$62,327 to Fund Shelter at the Bridgeview for Homeless Chronically Mentally Ill People, Effective July 1, 1994 through June 30, 1995*

- C-10 *Ratification of a Renewal to Intergovernmental Revenue Agreement, Contract #103935, between the City of Portland and Multnomah County Community and Family Services Division for \$18,456 to Fund Shelter at the Bridgeview for Homeless Chronically Mentally Ill People, Effective July 1, 1994 through June 30, 1995*

**REGULAR AGENDA**

**NON-DEPARTMENTAL**

- R-1 *RESOLUTION in the Matter of Approving the Amendment to the Comprehensive Plan of the Multnomah Commission on Children and Families for FY 1995-97*

**COMMISSIONER SALTZMAN MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF R-1. PAULINE ANDERSON, CHAIR OF MULTNOMAH COMMISSION ON CHILDREN AND FAMILIES PRESENTED EXPLANATION. SUPPORTIVE TESTIMONY RECEIVED FROM ERICKA WAGNER, PAM PATTON AND JACKI GALLOWAY. COMMISSIONER HANSEN AND CHAIR STEIN EXPRESSED THANKS TO THE COMMISSION, PAULINE ANDERSON AND HELEN RICHARDSON FOR ALL THE WORK DONE TO CREATE THIS PLAN. RESOLUTION 94-228 WAS UNANIMOUSLY APPROVED.**

- R-2 *RESOLUTION in the Matter of Establishing a Process for Filling Vacancies on District Boards Pursuant to State Law*

**COMMISSIONER KELLEY MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF R-2. COUNTY COUNSEL LARRY KRESSEL PRESENTED EXPLANATION AND RESPONSE TO BOARD QUESTIONS REGARDING THE PROCESS TO FILL THE VACANCIES ON THE ROCKWOOD WATER DISTRICT BOARD. JEANNE ORCUTT PRESENTED TESTIMONY REGARDING THE HISTORY OF THIS ITEM. A HEARING DATE OF THURSDAY, JANUARY 12, 1995 WAS SET. COMMISSIONER DAN SALTZMAN EXPLAINED WHY HE WOULD NOT BE ABLE TO ATTEND THE JANUARY 12TH MEETING. RESOLUTION 94-229 ESTABLISHING THE PROCESS FOR FILLING THE VACANCIES WAS UNANIMOUSLY APPROVED.**

- R-3 *RESOLUTION in the Matter of Authorizing the Issuance and Negotiated Sale of Certificates of Participation as Full Faith and Credit Obligations in an Amount Not*

*Exceeding \$3,600,000; Designating an Authorized Representative, Financial Advisor, Special Counsel, Registrar and Paying Agent; Authorizing the Execution and Delivery of a Lease-Purchase Agreement and an Escrow Agreement; Declaring Official Intent to Reimburse Expenditures and Other Matters*

**COMMISSIONER SALTZMAN MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF R-3. DAVE BOYER PRESENTED EXPLANATION. RESOLUTION 94-230 WAS UNANIMOUSLY APPROVED.**

**DEPARTMENT OF ENVIRONMENTAL SERVICES**

**R-4** *In the Matter of Approval of a Sewer Easement to the City of Portland for the Bloomington Sanitary Sewer Project*

**COMMISSIONER COLLIER MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF R-4. RICH PAYNE PRESENTED EXPLANATION. SEWER EASEMENT TO THE CITY OF PORTLAND FOR THE BLOOMINGTON SANITARY SEWER PROJECT WAS UNANIMOUSLY APPROVED.**

**JUVENILE JUSTICE DIVISION**

**R-5** *Ratification of an Intergovernmental Revenue Agreement, Contract #103795, between Multnomah County Juvenile Justice Division and Portland School District No. 1 to Provide \$65,900 for Funding a Juvenile Court Counselor Position to Work On-Site at the Counteract Alternative Program Campus*

**COMMISSIONER KELLEY MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF R-5. BILL FOGERTY PRESENTED EXPLANATION. AGREEMENT WAS UNANIMOUSLY APPROVED.**

**COMMUNITY AND FAMILY SERVICES DIVISION**

**R-6** *Ratification of Amendment No. 1 to Intergovernmental Agreement, Contract #103794, between Multnomah County and the Regional Drug Initiative (RDI) Clarifying the Language in the Agreement between Multnomah County and the City of Portland Regarding Restrictions and Distribution of Assets upon Dissolution of the Organization, Effective October 28, 1994 through Termination by All Parties*

**COMMISSIONER KELLEY MOVED AND COMMISSIONER COLLIER SECONDED, APPROVAL OF R-6. NORMA JAEGER PRESENTED EXPLANATION AND RESPONSE TO BOARD QUESTIONS FOR ITEMS R-6 AND R-7. R-6 WAS UNANIMOUSLY APPROVED.**



- R-7 First Reading and Possible Adoption of a Proposed ORDINANCE Ratifying and Amending the Intergovernmental Agreement with the City of Portland for the Regional Drug Initiative and Declaring an Emergency*

**PROPOSED ORDINANCE READ BY TITLE ONLY. COPIES AVAILABLE. COMMISSIONER HANSEN MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF THE FIRST READING AND ADOPTION. NO ONE WISHED TO TESTIFY. ORDINANCE NO. 806 WAS UNANIMOUSLY APPROVED.**

**PUBLIC COMMENT**

- R-8 Opportunity for Public Comment on Non-Agenda Matters. Testimony Limited to Three Minutes Per Person.*

**NONE.**

**DEPARTMENT OF ENVIRONMENTAL SERVICES**

- R-9 RESOLUTION n the Matter of Recommendation in Support of the Halsey South/North Steering Group Tier I Final Recommendation Report Describing the Light Rail Alternatives to Advance into Tier II Draft Environmental Impact Statement for Further Study*

**COMMISSIONER KELLEY MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF R-9. ED PICKERING PRESENTED EXPLANATION AND RESPONSE TO BOARD QUESTIONS. TESTIMONY RECEIVED FROM BING SHELDON AND SHARON MEYER IN SUPPORT OF RESOLUTION. RESOLUTION 94-231 WAS UNANIMOUSLY APPROVED.**

**SHERIFF'S OFFICE**

- R-10 Budget Modification MCSO #4 Revised, Requesting Authorization to Transfer \$32,345 from General Fund Contingency to the Sheriff's Office to Fund Two Civil Deputy Positions to for the Period 12/1/94 to 6/1/95 to Handle the Increase in Mental Health Transports*

**UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER HANSEN, IT WAS UNANIMOUSLY APPROVED TO CONTINUE ITEM R-10 TO A TIME CERTAIN OF THURSDAY, DECEMBER 8, 1994.**

Thursday, December 1, 1994 - 10:00 AM  
Multnomah County Courthouse, Room 602  
1021 SW Fourth, Portland

**WORK SESSION**

WS-2 Work Session for Discussion Regarding Labor Negotiations.

**CHAIR STEIN OUTLINED THE RULES OF PROCEDURE FOR TODAY AND WHY THIS MEETING WAS CHANGED FROM AN EXECUTIVE SESSION TO A BOARD WORK SESSION. ALSO, ADVISING THAT THE BOARD WOULD NOT HEAR PUBLIC TESTIMONY TODAY AND EXPLAINED THAT A SPECIAL MEETING HAS BEEN SCHEDULED FOR WEDNESDAY, DECEMBER 7, 1994 FOR THIS PURPOSE.**

**KEN UPTON PRESENTED PRETENTION, EXPLANATION AND TO RESPONSE TO BOARD QUESTIONS.**

*There being no further business, the meeting was adjourned at 11:35 a.m.*

OFFICE OF THE BOARD CLERK  
for MULTNOMAH COUNTY, OREGON

  
Carrie A. Parkerson

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Thursday, December 1, 1994 - 11:00 AM  
(Or Immediately Following Work Session)  
Multnomah County Courthouse, Room 602  
1021 SW Fourth, Portland

**BOARD BRIEFING**

B-1 Presentation of the 1st Quarter 1994-95 Performance Report. Presented by Barry Crook.

**BARRY CROOK PRESENTATION AND RESPONSE TO BOARD QUESTIONS AND DISCUSSION.**

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*Thursday, December 1, 1994 - 1:30 PM  
Multnomah County Courthouse, Room 602  
1021 SW Fourth, Portland*

**WORK SESSION**

*WS-3 Board and Managers Discussion on the 1994-95 Mid-Year Performance Report;  
Review Status of Current Year Action Plans and Key Results Measures; and  
Updates on 3-6 High Priority Action Plans, for the Following:*

*1:30 - 4:00 Community and Family Services*

***LOLENZO POE, JAMES EDMONDSON, HOWARD  
KLINK, ELAINE DECK, SUSAN CLARK AND NORMA  
JAEGER PRESENTATION AND RESPONSE TO BOARD  
QUESTIONS AND DISCUSSION.***

*4:00 - 5:00 Management Support Services*

***MEGANNE STEELE, CURTIS SMITH, DAVE BOYER  
AND JEAN MILEY PRESENTATION AND RESPONSE  
TO BOARD QUESTIONS AND DISCUSSION.***



# 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

NOVEMBER 28, 1994 - DECEMBER 2, 1994

*Tuesday, November 29, 1994 - 8:30 AM - Work Session . . . . . Page 2*  
*at the MEAD BUILDING*  
*421 S.W. 5th Avenue*  
*7th Floor, Training Room*

*Thursday, December 1, 1994 - 9:30 AM - Regular Meeting . . . . . Page 2*

*Thursday, December 1, 1994 - 10:00 AM - Executive Session . . . . . Page 4*

*Thursday, December 1, 1994 - 11:00 AM - Board Briefing . . . . . Page 4*

*Thursday, December 1, 1994 - 1:30 PM - Work Session . . . . . Page 5*

*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, November 29, 1994 - 8:30 AM to 4:30 PM**

**Mead Building, 7th Floor Training Room  
421 SW Fifth Avenue, Portland**

**WORK SESSION**

**WS-1      Board and Managers Planning and Discussion Regarding Legislative Planning  
for the 1995 Legislative Session**

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**Thursday, December 1, 1994 - 9:30 AM**

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

**REGULAR MEETING**

**CONSENT CALENDAR**

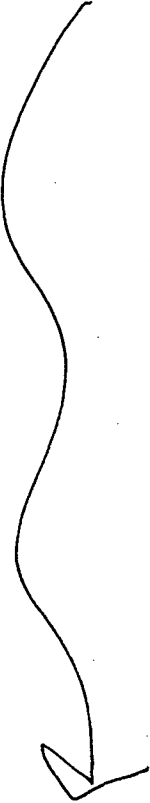
**DEPARTMENT OF ENVIRONMENTAL SERVICES**

- APP*
- C-1      **ORDER in the Matter of the Execution of Deed D951133 for Certain Tax  
Acquired Property to WENDELL E. BROWN AND MARY B. BROWN      94-224**
  - C-2      **ORDER in the Matter of the Execution of Deed D951130 for Certain Tax  
Acquired Property to CARL A. HOFMANN      94-225**
  - C-3      **ORDER in the Matter of the Execution of Deed D951109 Upon Complete  
Performance of a Contract to SUZANNE H. ROSS      94-226**
  - C-4      **ORDER in the Matter of the Execution of Deed D951129 for Certain Tax  
Acquired Property to ROCKWOOD INVESTMENT COMPANY      94-227**

**DEPARTMENT OF HEALTH**




- C-5      **Ratification of Renewal to Intergovernmental Agreement, Contract #201175,  
between Multnomah County and Mt. Hood Community College Allowing  
Nursing Students to Gain Work Experience by Working in County Clinics at  
No Cost to Either Party, Effective Upon Execution through One Year from  
Date of Execution**
- C-6      **Ratification of Renewal to Intergovernmental Agreement, Contract #201195,  
between Multnomah County and Oregon Health Sciences University Allowing  
Nursing Students to Gain Learning Experience by Working in County Clinics  
at No Cost to Either Party, Effective Upon Execution through One Year from  
Date of Execution**

## COMMUNITY AND FAMILY SERVICES DIVISION

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- C-7      *Ratification of Amendment No. 1 to Intergovernmental Agreement, Contract #101575, between Multnomah County Community and Family Services Division and Portland Public Schools, Adding \$3,726 for School District to Develop a Videotape on Teen Pregnancy Prevention, Effective Upon Execution through June 30, 1995*
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- C-10     *Ratification of a Renewal to Intergovernmental Revenue Agreement, Contract #103935, between the City of Portland and Multnomah County Community and Family Services Division for \$18,456 to Fund Shelter at the Bridgeview for Homeless Chronically Mentally Ill People, Effective July 1, 1994 through June 30, 1995*

## REGULAR AGENDA

### NON-DEPARTMENTAL

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- R-1      *RESOLUTION in the Matter of Approving the Amendment to the Comprehensive Plan of the Multnomah Commission on Children and Families for FY 1995-97* 94-228
- R-2      *RESOLUTION in the Matter of Establishing a Process for Filling Vacancies on District Boards Pursuant to State Law* 94-229
- R-3      *RESOLUTION in the Matter of Authorizing the Issuance and Negotiated Sale of Certificates of Participation as Full Faith and Credit Obligations in an Amount Not Exceeding \$3,600,000; Designating an Authorized Representative, Financial Advisor, Special Counsel, Registrar and Paying Agent; Authorizing the Execution and Delivery of a Lease-Purchase Agreement and an Escrow Agreement; Declaring Official Intent to Reimburse Expenditures and Other Matters* 94-230

## DEPARTMENT OF ENVIRONMENTAL SERVICES

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- R-4      *In the Matter of Approval of a Sewer Easement to the City of Portland for the Bloomington Sanitary Sewer Project*

## JUVENILE JUSTICE DIVISION

- Ad*
- R-5      Ratification of an Intergovernmental Revenue Agreement, Contract #103795, between Multnomah County Juvenile Justice Division and Portland School District No. 1 to Provide \$65,900 for Funding a Juvenile Court Counselor Position to Work On-Site at the Counteract Alternative Program Campus

## COMMUNITY AND FAMILY SERVICES DIVISION

- Ad*
- R-6      Ratification of Amendment No. 1 to Intergovernmental Agreement, Contract #103794, between Multnomah County and the Regional Drug Initiative (RDI) Clarifying the Language in the Agreement between Multnomah County and the City of Portland Regarding Restrictions and Distribution of Assets upon Dissolution of the Organization, Effective October 28, 1994 through Termination by All Parties
- Ad*
- R-7      First Reading and Possible Adoption of a Proposed ORDINANCE Ratifying and Amending the Intergovernmental Agreement with the City of Portland for the Regional Drug Initiative and Declaring an Emergency      # 806  
*Full Copy Avail @ back of the Room*

## PUBLIC COMMENT

- R-8      Opportunity for Public Comment on Non-Agenda Matters. Testimony Limited to Three Minutes Per Person.

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Thursday, December 1, 1994 - 10:00 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)(d) for Deliberations with Labor Relations Staff Regarding Labor Negotiations. 1 HOUR REQUESTED.

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Thursday, December 1, 1994 - 11:00 AM  
(Or Immediately Following Executive Session)

Multnomah County Courthouse, Room 602  
1021 SW Fourth, Portland

## BOARD BRIEFING

- B-1      Presentation of the 1st Quarter 1994-95 Performance Report. Presented by Barry Crook. ONE HOUR REQUESTED.

*Thursday, December 1, 1994 - 1:30 PM*

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

**WORK SESSION**

**WS-2**     *Board and Managers Discussion on the 1994-95 Mid-Year Performance Report; Review Status of Current Year Action Plans and Key Results Measures; and Updates on 3-6 High Priority Action Plans, for the Following:*

*1:30 - 4:00    Community and Family Services*

*4:00 - 5:00    Aging Services Division*





# 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

## SUPPLEMENTAL/AMENDED AGENDA

Thursday, December 1, 1994 - 9:30 AM

Multnomah County Courthouse, Room 602  
1021 SW Fourth, Portland

### REGULAR MEETING

#### DEPARTMENT OF ENVIRONMENTAL SERVICES

R-9 *South/North* RESOLUTION *in the Matter of Recommendation in Support of the Halsey North/South Steering Group Tier I Final Recommendation Report Describing the Light Rail Alternatives to Advance into Tier II Draft Environmental Impact Statement for Further Study* 94-231

#### SHERIFF'S OFFICE

R-10 Budget Modification MCSO #4 Revised, Requesting Authorization to Transfer \$32,345 from General Fund Contingency to the Sheriff's Office to Fund Two Civil Deputy Positions to for the Period 12/1/94 to 6/1/95 to Handle the Increase in Mental Health Transports *Continued Until 12-8-94*

Thursday, December 1, 1994 - 10:00 AM

Multnomah County Courthouse, Room 602  
1021 SW Fourth, Portland

### WORK SESSION

WS-2 Work Session for Discussion Regarding Labor Negotiations. 1 HOUR REQUESTED.

*Thursday, December 1, 1994 - 1:30 PM*

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

**WORK SESSION**

WS-3     *Board and Managers Discussion on the 1994-95 Mid-Year Performance Report; Review Status of Current Year Action Plans and Key Results Measures; and Updates on 3-6 High Priority Action Plans, for the Following:*

*1:30 - 4:00    Community and Family Services*

*4:00 - 5:00    Management Support Services*

MEETING DATE: DEC 01 1994

AGENDA NO: C-1

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Request Approval of Repurchase Deed to Former Owner

BOARD BRIEFING: Date Requested: \_\_\_\_\_

Amount of Time Needed: \_\_\_\_\_

REGULAR MEETING: Date Requested: \_\_\_\_\_

Amount of Time Needed: 5 minutes

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Kathy Tuneberg TELEPHONE #: 248-3590

BLDG/ROOM #: 166/200/Tax Title

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg

ACTION REQUESTED:

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

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

Request approval of Repurchase Deed to former owner.

Deed D951133 and Board Orders attached.

SIGNATURES REQUIRED:

ELECTED OFFICIAL: \_\_\_\_\_

OR

DEPARTMENT MANAGER: *James M. Jones* *Betsy Whelan*

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Office of the Board Clerk 248-3277/248-5263

*Original Order 94-224 + Deed picked up  
by Beverly Scott on 12-2-94.*

BOARD OF  
COUNTY COMMISSIONERS  
1994 DEC 21 PM 1:35  
HIO TIOGAH COUNTY  
OREGON

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

In the Matter of the Execution of )  
Deed D951133 for Certain ) ORDER  
Tax Acquired Property to ) 94-224  
WENDELL E. BROWN )  
AND MARY B. BROWN )

It appearing that heretofore Multnomah County acquired the real property hereinafter described through foreclosure of liens for delinquent taxes, and that WENDELL E. BROWN and MARY B. BROWN are the former record owners thereof, and have applied to the county to repurchase said property for the amount of \$8,160.30+ which amount is not less than that required by Section 275.180 ORS; and that it is for the best interests of the County that said application be accepted and that said property be sold to said former owners for said amount;

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

WALNUT PARK  
LOT 3, BLOCK 17

Dated at Portland, Oregon this 1st day of December , 1994.



BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

  
Beverly Stein, Chair

REVIEWED:

Laurence Kressel, County Counsel  
for Multnomah County, Oregon

By 

DEED D951133

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to WENDELL E. BROWN and MARY B. BROWN, Grantees, the following described real property, situated in the County of Multnomah, State of Oregon:

WALNUT PARK  
LOT 3, BLOCK 17

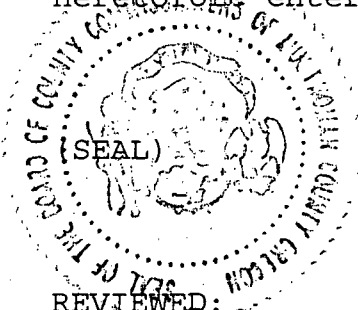
The true and actual consideration paid for this transfer, stated in terms of dollars is \$8,160.30+.

This instrument will not allow use of the property described in this instrument in violation of applicable land use laws and regulations. Before signing or accepting this instrument, the person acquiring fee title to the property should check with the appropriate City or County Planning department to verify approved uses.

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

304 N EMERSON ST  
PORTLAND OR 97217-2724

IN WITNESS, WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 1st day of December, 1994 by authority of an Order of said Board of County Commissioners heretofore entered of record.



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

By [Signature]

BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

[Signature]  
Beverly Stein, Chair

DEED APPROVED:  
Janice Druian, Director  
Assessment & Taxation

By [Signature]

STATE OF OREGON                    )  
  ) ss  
COUNTY OF MULTNOMAH        )

*On this 1st day of December, 1994, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Beverly Stein, Chair, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of Multnomah County.*

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



*Carrie Anne Parkerson*  
Carrie Anne Parkerson  
Notary Public for Oregon  
My Commission Expires: 1/24/97

MEETING DATE: DEC 01 1994

AGENDA NO: C-2

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Request Approval of Repurchase Deed to Former Owner

BOARD BRIEFING: Date Requested: \_\_\_\_\_

Amount of Time Needed: \_\_\_\_\_

REGULAR MEETING: Date Requested: \_\_\_\_\_

Amount of Time Needed: 5 minutes

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Kathy Tuneberg TELEPHONE #: 248-3590

BLDG/ROOM #: 166/200/Tax Title

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg

ACTION REQUESTED:

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

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

Request approval of Repurchase Deed to former owner.

Deed D951130 and Board Orders attached.

SIGNATURES REQUIRED:

ELECTED OFFICIAL: \_\_\_\_\_

OR

DEPARTMENT MANAGER: *[Signature]* *[Signature]*

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

*Original Deed 94-225 + Deed picked up by  
Beverly Scott on 12-2-94*

6/93

BOARD OF  
COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
1994 NOV 21 PM 3:42

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

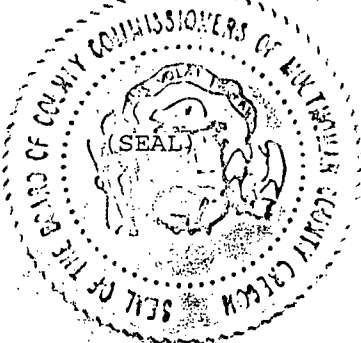
In the Matter of the Execution of )  
Deed D951130 for Certain ) ORDER 94-225  
Tax Acquired Property to )  
CARL A. HOFMANN TR

It appearing that heretofore Multnomah County acquired the real property hereinafter described through foreclosure of liens for delinquent taxes, and that CARL A. HOFMANN TR is the former record owner thereof, and has applied to the county to repurchase said property for the amount of \$11,132.32 which amount is not less than that required by Section 275.180 ORS; and that it is for the best interests of the County that said application be accepted and that said property be sold to said former owner for said amount;

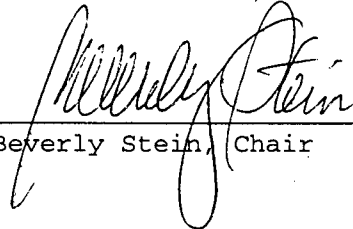
NOW, THEREFORE, it is hereby ORDERED that the Chair of the Multnomah County Board of County Commissioners execute a deed conveying to the former owner the following described property situated in the County of Multnomah, State of Oregon:

MISTLETOE  
LOTS 6 & 7, BLOCK 2

Dated at Portland, Oregon this 1st day of December, 1994



BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

  
Beverly Stein, Chair

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

By 



DEED D951130

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to CARL A. HOFMANN TR, Grantee, the following described real property, situated in the County of Multnomah, State of Oregon:

MISTLETOE  
LOTS 6 & 7, BLOCK 2

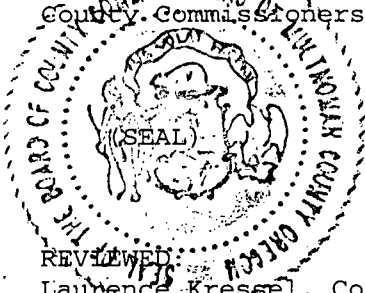
The true and actual consideration paid for this transfer, stated in terms of dollars is \$11,132.32.

This instrument will not allow use of the property described in this instrument in violation of applicable land use laws and regulations. Before signing or accepting this instrument, the person acquiring fee title to the property should check with the appropriate City or County Planning department to verify approved uses.

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

% CARMEN GRAD  
4005 SW SCHOLLS FERRY RD  
PORTLAND OR 97221

IN WITNESS, WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 15th day of December, 1994, by authority of an Order of said Board of County Commissioners heretofore entered of record.



REVIEWED  
Laurence Kressel, County Counsel  
for Multnomah County, Oregon

By [Signature]

BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

[Signature]  
Beverly Stein, Chair

DEED APPROVED:  
Janice Druian, Director  
Assessment & Taxation

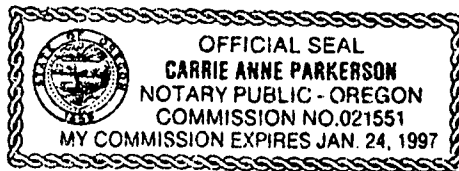
By [Signature]

After recording return to Multnomah County Tax Title PO Box 2716 Portland, Or 97205 166/200/Tax Collections

STATE OF OREGON                    )  
  ) ss  
COUNTY OF MULTNOMAH        )

*On this 1st day of December, 1994, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Beverly Stein, Chair, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of Multnomah County.*

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



*Carrie Anne Parkerson*  
Carrie Anne Parkerson  
Notary Public for Oregon  
My Commission Expires: 1/24/97

MEETING DATE: DEC 01 1994

AGENDA NO: C-3

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

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

BOARD BRIEFING: Date Requested: \_\_\_\_\_

Amount of Time Needed: \_\_\_\_\_

REGULAR MEETING: Date Requested: \_\_\_\_\_

Amount of Time Needed: Consent

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Kathy Tuneberg TELEPHONE #: 248-3590

BLDG/ROOM #: 166/200/Tax Title

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg

ACTION REQUESTED:

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

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

Request approval of deed to contract purchaser for completion of Contract #15554A. (Property originally purchased at public auction.)

Deed D951109 and Board Orders attached.

SIGNATURES REQUIRED:

ELECTED OFFICIAL: \_\_\_\_\_

OR

DEPARTMENT MANAGER: James M. Don Betsy Willis

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

*Original Deed 94-226 & Deed Picked up by  
Beverly Scott on 12-2-94*

MULTNOMAH COUNTY  
OREGON  
1994 NOV 21 PM 11:38  
COUNTY CLERK'S OFFICE

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

In the matter of the Execution of )  
Deed D951109 Upon Complete Performance of ) ORDER  
a Contract to ) 94-226

SUZANNE H. ROSS )

It appearing that heretofore on May 21, 1991, Multnomah County entered into a contract with Richard Soller, further assigned to SUZANNE H. ROSS for the sale of the real property hereinafter described; and

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

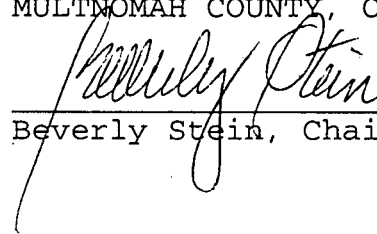
NOW THEREFORE, it is hereby ORDERED that the Chair of the Multnomah County Board of County Commissioners execute a deed conveying to the contract purchaser the following described real property, situated in the County of Multnomah, State of Oregon:

WESTWOOD  
LOT 2, BLOCK 3

Dated at Portland, Oregon this 1st day of December, 1994.



BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

  
Beverly Stein, Chair

REVIEWED:

Laurence Kressel, County Counsel  
for Multnomah County, Oregon

By 

DEED D951109

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

WESTWOOD  
LOT 2, BLOCK 3

The true and actual consideration paid for this transfer, stated in terms of dollars is \*\$9,992.41.

\*In fulfillment of contract between Multnomah County and Richard Soller recorded June 5, 1991, Book 2420, Page 2091.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

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

9250 SW 7TH AVE  
PORTLAND OR 97219

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 1st day of December, 1994, by authority of an Order of the Board of County Commissioners heretofore entered of record.



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

By John D. Bay

After recording, return to Multnomah County Tax Title, 166/200

BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

Beverly Stein  
Beverly Stein, Chair

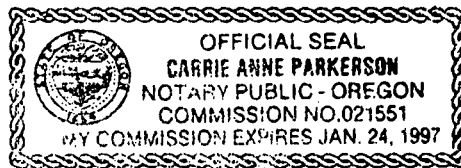
DEED APPROVED:  
Janice Druian, Director  
Assessment & Taxation

By K.A. Juneberg

STATE OF OREGON                    )  
  ) ss  
COUNTY OF MULTNOMAH    )

*On this 1st day of December, 1994, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Beverly Stein, Chair, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of Multnomah County.*

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



*Carrie Anne Parkerson*  
Carrie Anne Parkerson  
Notary Public for Oregon  
My Commission Expires: 1/24/97

MEETING DATE: DEC 01 1994

AGENDA NO: C-4

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: Request Approval of Repurchase Deed to Former Owner

BOARD BRIEFING: Date Requested: \_\_\_\_\_

Amount of Time Needed: \_\_\_\_\_

REGULAR MEETING: Date Requested: \_\_\_\_\_

Amount of Time Needed: 5 minutes

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Kathy Tuneberg TELEPHONE #: 248-3590

BLDG/ROOM #: 166/200/Tax Title

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg

**ACTION REQUESTED:**

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

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

Request approval of Repurchase Deed to former owner.

Deed D951129 and Board Orders attached.

**SIGNATURES REQUIRED:**

ELECTED OFFICIAL: \_\_\_\_\_

OR

DEPARTMENT MANAGER: *James M. Dineen* *Betsy Willis*

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

*Original Order 94-227 + Deed Picked up by  
Beverly Scott on 12-2-94.*

6/93

CLERK OF BOARD  
COUNTY COMMISSIONERS  
1994 NOV 21 PM 3:42  
MULTNOMAH COUNTY  
OREGON

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

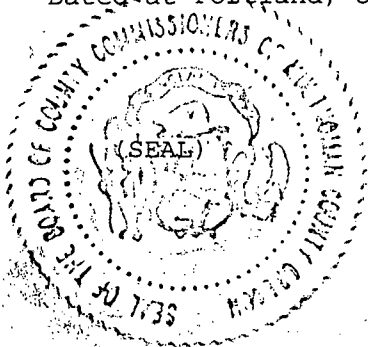
In the Matter of the Execution of )  
Deed D951129 for Certain ) ORDER 94-227  
Tax Acquired Property to )  
ROCKWOOD INVESTMENT COMPANY

It appearing that heretofore Multnomah County acquired the real property hereinafter described through foreclosure of liens for delinquent taxes, and that ROCKWOOD INVESTMENT COMPANY is the former record owner thereof, and has applied to the county to repurchase said property for the amount of \$9,868.49+ which amount is not less than that required by Section 275.180 ORS; and that it is for the best interests of the County that said application be accepted and that said property be sold to said former owners for said amount;

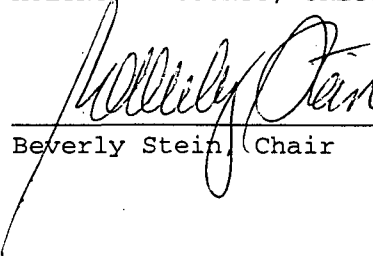
NOW, THEREFORE, it is hereby ORDERED that the Chair of the Multnomah County Board of County Commissioners execute a deed conveying to the former owner the following described property situated in the County of Multnomah, State of Oregon:

PENINSULAR ADD 4  
W 1/2 OF LOTS 1-3, BLOCK 43; EXC N 5'-W 1/2 OF LOT 4, BLOCK 43

Dated at Portland, Oregon this 1st day of December, 1994



BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

  
Beverly Stein, Chair

REVIEWED:

Laurence Kressel, County Counsel  
for Multnomah County, Oregon

By 



DEED D951129

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

PENINSULAR ADD 4

W 1/2 OF LOTS 1-3, BLOCK 43; EXC N 5'-W 1/2 OF LOT 4, BLOCK 43

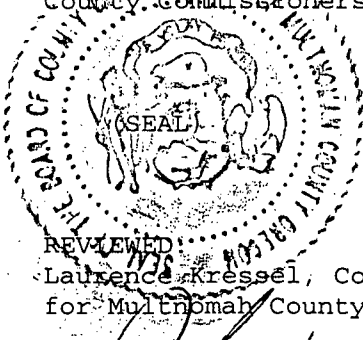
The true and actual consideration paid for this transfer, stated in terms of dollars is \$9,868.49+.

This instrument will not allow use of the property described in this instrument in violation of applicable land use laws and regulations. Before signing or accepting this instrument, the person acquiring fee title to the property should check with the appropriate City or County Planning department to verify approved uses.

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

1331 BROADMOOR DRIVE EAST  
SEATTLE WA 98112

IN WITNESS, WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 15th day of December, 1994, by authority of an Order of said Board of County Commissioners heretofore entered of record.



REVIEWED  
Laurence Kressel, County Counsel  
for Multnomah County, Oregon

By [Signature]

BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

[Signature]  
Beverly Stein, Chair

DEED APPROVED:  
Janice Druian, Director  
Assessment & Taxation

By [Signature]

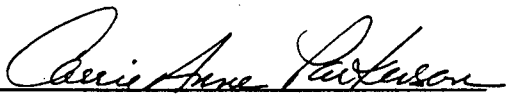
After recording return to Multnomah County Tax Title PO Box 2716 Portland, Or 97205 166/200/Tax Collections

STATE OF OREGON                    )  
  ) ss  
COUNTY OF MULTNOMAH    )

*On this 1st day of December, 1994, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Beverly Stein, Chair, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of Multnomah County.*

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



  
Carrie Anne Parkerson  
Notary Public for Oregon  
My Commission Expires: 1/24/97

MEETING DATE: DEC 01 1994

AGENDA NO.: C-5

(Above space for Board Clerk's Use ONLY)

-----  
**AGENDA PLACEMENT FORM**

SUBJECT: Ratification of Agreement with Mt. Hood Community College

BOARD BRIEFING Date Requested: \_\_\_\_\_

Amount of Time Needed: \_\_\_\_\_

REGULAR MEETING: Date Requested: 11/10/94

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 [x] APPROVAL [ ] OTHER

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

Ratification of an Intergovernmental Agreement, Contract #201175, between Multnomah County and Mt. Hood Community College allowing nursing students from the college to gain work experience in county clinics at no cost to either party.

**SIGNATURES REQUIRED:**

ELECTED OFFICIAL: \_\_\_\_\_

Or

DEPARTMENT MANAGER: B. Okegaard

(ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES)

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

5654 *Originals sent to Hanes Brown on 12-6-94.*

BOARD OF  
COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
NOV 21 PM 1:33

Subject to the limitations and conditions in the Oregon Tort Claims Act and the Oregon Constitution COUNTY hereby agrees to indemnify and save harmless SCHOOL, its officers, agents, and employees from all liability, claims, suits, action, and other proceedings arising out of or in any manner related to COUNTY's performance hereunder.

RECEIVED

NOV 14 1994

COUNTY COUNCIL FOR  
MULTNOMAH COUNTY, OR

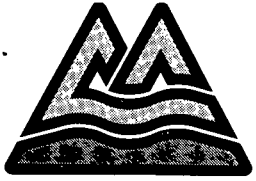


Lawrence,

11/14

The indemnity section has been changed  
as requested.

Herman



# 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

REQUESTED DATE: 11/10/94

DATE: November 3, 1994

SUBJECT: Agreement with Mt. Hood Community College

- I. Recommendation/Action Requested: The Board is requested to approve this agreement with Mt. Hood Community College for the period beginning on the date of execution and terminating one year from that date.
- II. Background/Analysis: This is a renewal of an agreement in which the County and the School cooperate in the provision of work experience at County clinics for the School's nursing students seeking an Associate degree.
- III. Financial Impact: No direct funds are involved in the agreement.
- IV. Legal Issues: None.
- V. Controversial Issues: None.
- VI. Link to Current County Policies: Continuing to cooperate with other governmental entities in the provision of health care.
- VII. Citizens Participation: None.
- VIII. Other Government Participation: None.



# **CONTRACT APPROVAL FORM** (See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 201175

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

<b>CLASS I</b> <input type="checkbox"/> Professional Services under \$25,000	<b>CLASS II</b> <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	<b>CLASS III</b> <input checked="" type="checkbox"/> Intergovernmental Agreement  APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>C-5</u> DATE <u>12/1/94</u> <u>Carrie A. Parkerson</u> BOARD CLERK <u>renewal</u>
---	---	---

Department Health Division \_\_\_\_\_ Date \_\_\_\_\_Contract Originator Brame Phone x2670 Bldg/Room 160/8Administrative Contact Fronk Phone x4274 Bldg/Room 160/7Description of Contract Learning experience for nursing students in county clinics.

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

ORS/AR # \_\_\_\_\_ Contractor is ☐ MBE ☐ WBE ☐ QRFContractor Name Mt. Hood Community CollegeMailing Address 26000 S.E. Stark St.Gresham, Oregon 97030Phone 667-6422

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

Effective Date Date of ExecutionTermination Date One year from date of executionOriginal Contract Amount \$ N/A

Total Amount of Previous Amendments \$ \_\_\_\_\_

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

Total Amount of Agreement \$ \_\_\_\_\_

**REQUIRED SIGNATURES:**Department Manager Bethi OleguardPurchasing Director  
(Class II Contracts Only) [Signature]County Counsel [Signature]County Chair / Sheriff [Signature]Contract Administration  
(Class I, Class II Contracts Only) \_\_\_\_\_Remittance Address \_\_\_\_\_  
(If Different) \_\_\_\_\_

Payment Schedule \_\_\_\_\_ Terms \_\_\_\_\_

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

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

☐ Requirements Not to Exceed \$ \_\_\_\_\_Encumber: Yes ☐ No ☐Date 11/4/94

Date \_\_\_\_\_

Date 11/14/94Date 12/1/94

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	700			6110		0300	MHCC	N/A	
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

HEALTH PROFESSION  
EDUCATION AND TRAINING  
AGREEMENT

This AGREEMENT made and entered into this 10th day of October, 94,  
by and between MULTNOMAH COUNTY, a political subdivision of the State of  
Oregon, acting by and through its Health Department (hereinafter referred to  
as "COUNTY") and Mt. Hood Community College (hereinafter  
referred to as "SCHOOL"),

WITNESSETH

Whereas, COUNTY can provide a portion of the learning experience  
for Associate Degree Nursing students

Whereas, affiliation with Mt. Hood Community College will be beneficial  
to COUNTY,

Whereas, Mt. Hood Community College intends to provide its faculty  
and students with a portion of required learning experiences at COUNTY  
worksites.

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

GENERAL PROVISIONS

- A. The parties agree to cooperate in the provision of work experience at  
COUNTY for SCHOOL students seeking certification, undergraduate, or  
graduate degrees in a health-related field.
- B. The number of students, location of placements, and amount of clinical  
supervision of students by faculty of SCHOOL shall be agreed upon mutually  
by the parties to this Agreement.
- C. It is understood that circumstances might arise affecting either party  
which would prevent placement of students in the COUNTY during any  
particular quarter of the school year.
- D. This Agreement will be reviewed annually by the parties concerned.  
Interim conferences will also be held in the interest of mutually  
acceptable planning and solving problems that might arise.

## SCHOOL RESPONSIBILITIES

- A. The SCHOOL will assure that faculty and students assigned to COUNTY worksites have required immunizations as indicated in Attachment A.
- B. The SCHOOL will assure that faculty and students assigned to COUNTY worksites adhere to all COUNTY policies and procedures.
- C. The SCHOOL will provide COUNTY with a proposed schedule of work/education.
- D. The SCHOOL will assure compliance of faculty and students with all training and vaccination requirements of the Oregon Occupational Safety and Health Administration (OSHA) prior to work experience in the COUNTY.
- E. The SCHOOL will provide postexposure evaluation and follow-up for faculty and students who, in the course of their work experience, are exposed to blood or body fluids who otherwise may have an increased risk of contracting hepatitis B or HIV infection.
- F. The SCHOOL will provide, without cost to the COUNTY, the faculty resources and supervision necessary for direction of the students covered by this Agreement.
- G. The SCHOOL will assign faculty to be responsible for the students' educational experience in the COUNTY, and will plan cooperatively with the COUNTY for appropriate orientation of faculty and students without cost to the COUNTY.
- H. The SCHOOL faculty members responsible for the supervision of students will meet with appropriate COUNTY personnel and interpret the student programs. They also will be responsible for obtaining an understanding of current COUNTY policies, protocols, procedures, and practices sufficient to direct the students in COUNTY setting.
- I. The SCHOOL will plan for the learning experiences of each of its students to include case selection, hours for class and laboratory practice, course content methods of teaching, and evaluation of students' programs in meeting course objectives.
- J. The SCHOOL, through the assignments made by its faculty, is responsible for the quality of patient care given by students as a part of the work experience.



## COUNTY RESPONSIBILITIES

- A. The COUNTY will provide, without cost to the SCHOOL and its students, clinical resources and facilities for use in their educational experiences.
- B. The COUNTY will provide clinical experience as mutually agreed upon by the SCHOOL and the COUNTY.
- C. The COUNTY will provide orientation to faculty and students as mutually agreed upon by both parties.
- D. Services provided to patients by faculty and students of SCHOOL will accrue to the COUNTY's total service record.

## INDEMNIFICATION

- A. SCHOOL shall defend, hold and save harmless COUNTY, its officers, agents, and employees from damages arising out of the tortious acts of the SCHOOL, or its officers, agents, and employees acting within the scope of their employment and duties in performance of this Agreement subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and the Oregon Constitution, Article XI, Section 7.
- B. Subject to the limitations and conditions in the Oregon Tort Claims Act and the Oregon Constitution COUNTY hereby agrees to indemnify and save harmless SCHOOL, its officers, agents, and employees from all liability, claims, suits, action, and other proceedings arising out of or in any manner related to COUNTY's performance hereunder.
- C. SCHOOL expressly agrees that the faculty and students are, and remain, agents of the SCHOOL. In no way are the faculty or students to be considered agents, employees, or officers of COUNTY.

## WORKERS' COMPENSATION INSURANCE AND MALPRACTICE LIABILITY INSURANCE

- A. SCHOOL shall maintain workers' compensation insurance coverage for faculty and students during their work experience in COUNTY either as a carrier or insured employers as provided in Chapter 656 of Oregon Revised Statutes. A certificate showing current workers' compensation insurance or a copy thereof is attached to this agreement as an exhibit. SCHOOL shall also maintain malpractice liability for all clinical placements such as educational experience for medical assistant, nursing, medical and dental students.
- B. If SCHOOL'S workers' compensation insurance or malpractice liability coverage

is due to expire before completion of the student placement, SCHOOL will renew or replace such insurance coverage and provide COUNTY with a certificate of coverage showing compliance with this section.

### THIRD-PARTY ACCESS TO RECORDS

- A. The COUNTY's authorized representatives shall have access to the books, documents, papers, and records of SCHOOL, which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts.

### OWNERSHIP OF WORK PRODUCT

- A. All work of the SCHOOL performed or created under this Agreement is the exclusive property of the COUNTY, including the right of copyright of any published work. COUNTY will retain the right and responsibility to approve in writing all media and educational materials developed as part of any STUDENT experience.

### ADHERENCE TO LAW

- A. The SCHOOL shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this Agreement.
- B. The COUNTY will comply with the applicable provisions of ORS Chapter 279, covering public contracts.

### NONDISCRIMINATION

- A. SCHOOL agrees to comply with all applicable requirements of federal and state civil rights law and rehabilitation statutes.
- B. COUNTY agrees to comply with all applicable requirements of federal and state civil rights law and rehabilitation statutes.

### EARLY TERMINATION

- A. This Agreement will be in effect for one year from the date of execution. However, this Agreement may be terminated by mutual consent of both parties or by either party upon thirty (30) days notice in writing and delivered by certified mail or in person.
- B. Termination under provision of this paragraph shall not affect any right, obligation, or liability of SCHOOL or liability of COUNTY which occurred prior to termination.

MT. HOOD COMMUNITY COLLEGE

SCHOOL

By: William Becker  
William Becker  
Dean of Administrative Services

Date: 10/03/94

93-0546890

Federal I.D. Number

MULTNOMAH COUNTY, OREGON

By: Beverly Stein  
Beverly Stein, Chair  
Board of Commissioners

Date: 12-1-94

HEALTH DEPARTMENT

By: Billi Odegaard  
Billi Odegaard, Director

Date: 11/3/94  
By: James E. Nelson  
Program Manager

Date: 11/3/94

REVIEWED:

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

By: Laurence B. Kressel  
Date: 12/1/94

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS

AGENDA # C-5 DATE 12-1-94  
Chris A. Peterson  
BOARD CLERK

## ATTACHMENT A

Before placement in Multnomah County Health Department for any student experience with direct client contact, SCHOOL shall ensure that students:

1. Are current with immunization for
  - a) Tetanus,
  - b) Diphtheria, and
  - c) Influenza (one dose each fall)
2. Have documented immunity to measles and rubella.
3. Have completed or are currently receiving the series of hepatitis B vaccines or are willing to sign a hepatitis B declination form.

4164k

MEETING DATE: DEC 01 1994

AGENDA NO.: C-6

(Above space for Board Clerk's Use ONLY)

-----  
**AGENDA PLACEMENT FORM**

SUBJECT: Ratification of Intergovernmental Agreement with Oregon Health Sciences University

BOARD BRIEFING Date Requested: \_\_\_\_\_

Amount of Time Needed: \_\_\_\_\_

REGULAR MEETING: Date Requested: 11/10/94

Amount of Time Needed: 5 minutes or less

DEPARTMENT: Health DIVISION: \_\_\_\_\_

CONTACT: Fronk TELEPHONE #: x4274  
BLDG/ROOM #: 160/7

PERSON(S) MAKING PRESENTATION: Fronk

**ACTION REQUESTED:**

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

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

Ratification of a renewal of Agreement, Contract #201295 with Oregon Health Sciences University, School of Nursing. The County will permit the school's nursing students to gain learning experience by working in County clinics. Their are no costs involved.

**SIGNATURES REQUIRED:**

ELECTED OFFICIAL: \_\_\_\_\_

Or

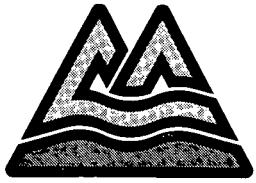
DEPARTMENT MANAGER: Billi Odegard

BOARD OF  
COUNTY COMMISSIONERS  
1994 NOV 21 PM 1:32  
MULTNOMAH COUNTY  
OREGON

(ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES)

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

*Originals Sent to Herman Brane on 12-6-94.*



# 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*  
Bill Odegaard

REQUESTED PLACEMENT DATE:

DATE: November 4, 1994

SUBJECT: Ratification of agreement with Oregon Health Sciences University, School of Nursing

- I. Recommendation/Action Requested: The Board is requested to approve this renewal of contract #201195 with Oregon Health Sciences University, School of Nursing from the date of execution until one year from that date.
- II. Background/Analysis: This is a renewal of an affiliation agreement that permits the school's nursing students to gain learning experiences by working in County clinics.
- III. Financial Impact: There is no cost to either party.
- IV. Legal Issues: None.
- V. Controversial Issues: None.
- VI. Link to Current County Policies: None.
- VII. Citizens Participation: None.
- VIII. Other Government Participation: None.

**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 201195

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-6</u> DATE <u>12/1/94</u> Carrie A. Parkerson  BOARD CLERK <u>Renewal</u>

Department Health Division \_\_\_\_\_ Date \_\_\_\_\_Contract Originator Brame Phone x2670 Bldg/Room 160/8Administrative Contact Frank Phone x4274 Bldg/Room 160/7Description of Contract Learning experiences for nursing students.

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

ORS/AR # \_\_\_\_\_ Contractor is ☐ MBE ☐ WBE ☐ QRFContractor Name Oregon Health Sciences UniversityMailing Address 3181 S.W. Sam Jackson Park Road  
Portland, Oregon 97201Phone 494-5075

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

Effective Date Date of executionTermination Date One yearOriginal Contract Amount \$ N/A

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 Billie O'SeagardPurchasing 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 11/4/94

Date \_\_\_\_\_

Date 11/14/94Date 12/1/94

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								N/A	
02.											
03.											
* If additional space is needed, attach separate page. Write contract # on top of page.											

INSTRUCTIONS ON REVERSE SIDE

HEALTH PROFESSION  
EDUCATION AND TRAINING  
AGREEMENT

N-95-038

This AGREEMENT is made and entered into this 3rd day of Nov. 1994 by and between MULTNOMAH COUNTY, a political subdivision of the State of Oregon, acting by and through its Health Department (hereinafter referred to as "COUNTY") and Oregon Health Sciences University (hereinafter referred to as "SCHOOL"),

W I T N E S S E T H

Whereas, COUNTY can provide a portion of the learning experience for the School of Nursing at SCHOOL,

Whereas, the School of Nursing at SCHOOL intends to provide its faculty and students with a portion of required learning experiences at COUNTY worksites.

Whereas, SCHOOL intends to provide its faculty and students with a portion of required learning experiences at COUNTY worksites.

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

GENERAL PROVISIONS

- A. The parties agree to cooperate in the provision of work experience at COUNTY for SCHOOL students seeking certification, undergraduate, or graduate degrees in a health-related field.
- B. The number of students, location of placements, and amount of clinical supervision of students by faculty of SCHOOL shall be agreed upon mutually by the parties to this Agreement.
- C. It is understood that circumstances might arise affecting either party which would prevent placement of students in the COUNTY during any particular quarter of the school year.
- D. This Agreement will be reviewed annually by the parties concerned. Interim conferences will also be held in the interest of mutually acceptable planning and solving problems that might arise.

SCHOOL RESPONSIBILITIES

- A. The SCHOOL will assure that faculty and students assigned to COUNTY worksites have required immunizations as indicated in Attachment A.
- B. The SCHOOL will require faculty and students assigned to COUNTY worksites adhere to all COUNTY policies and procedures.
- C. The SCHOOL will provide COUNTY with a proposed schedule of work/education.



- D. The SCHOOL will assure compliance of faculty and students with all training and vaccination requirements of the Oregon Occupational Safety and Health Administration (OSHA) prior to work experience in the COUNTY.
- E. The SCHOOL will provide postexposure evaluation and follow-up for faculty and students who, in the course of their work experience, are exposed to blood or body fluids or who otherwise may have an increased risk of contracting hepatitis B or HIV infection.
- F. The SCHOOL will provide, without cost to the COUNTY, the faculty resources and supervision necessary for direction of the students covered by this Agreement.
- G. The SCHOOL will assign faculty to be responsible for the students' educational experience in the COUNTY, and will plan cooperatively with the COUNTY for appropriate orientation of faculty and students without cost to the COUNTY.
- H. The SCHOOL faculty members responsible for the supervision of students will meet with appropriate COUNTY personnel and interpret the student programs. They also will be responsible for obtaining an understanding of current COUNTY policies, protocols, procedures, and practices sufficient to direct the students in COUNTY setting.
- I. The SCHOOL will plan for the learning experiences of each of its students to include case selection, hours for class and laboratory practice, course content, methods of teaching, and evaluation of students' programs in meeting course objectives.
- J. The SCHOOL, through the assignments made by its faculty, is responsible for the quality of patient care given by students as a part of the work experience.

#### COUNTY RESPONSIBILITIES

- A. The COUNTY will provide, without cost to the SCHOOL and its students, clinical resources and facilities for use in their educational experiences.
- B. The COUNTY will provide clinical experience as mutually agreed upon by the SCHOOL and the COUNTY.
- C. The COUNTY will provide orientation to faculty and students as mutually agreed upon by both parties.
- D. Services provided to patients by faculty and students of SCHOOL will accrue to the COUNTY's total service record.

#### INDEMNIFICATION

- A. SCHOOL shall defend, hold and save harmless COUNTY, its officers, agents, and employees from damages arising out of the tortious acts of SCHOOL, or its officers, agents, and employees acting within the scope of their employment and duties in performance of this Agreement subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and the Oregon Constitution, Article XI, Section 7.

- B. Subject to the limitations and conditions in the Oregon Tort Claims Act and the Oregon Constitution COUNTY hereby agrees to indemnify and save harmless SCHOOL, its officers, agents, and employees from all liability, claims, suits, action, and other proceedings arising out of or in any manner related to COUNTY's performance hereunder.
- C. SCHOOL expressly agrees that the faculty and students are, and remain, agents of the SCHOOL. In no way are the faculty or students to be considered agents, employees, or officers of COUNTY.

#### WORKERS' COMPENSATION INSURANCE AND MALPRACTICE LIABILITY INSURANCE

- A. SCHOOL shall maintain workers' compensation insurance coverage for faculty during their work experience in COUNTY either as a carrier or insured employers as provided in Chapter 656 of Oregon Revised Statutes. A certificate showing current workers' compensation insurance or a copy thereof is attached to this agreement as an exhibit. SCHOOL faculty and students are covered by the State of Oregon self-insurance plan, pursuant to ORS 30.268 while at the agency when acting within the scope of their assignment by SCHOOL.
- B. If SCHOOL's workers' compensation insurance or malpractice liability coverage is due to expire before completion of the student placement, SCHOOL will renew or replace such insurance coverage and provide COUNTY with a certificate of insurance coverage showing compliance with this section.

#### THIRD-PARTY ACCESS TO RECORDS

- A. The COUNTY's authorized representatives shall have access to the books, documents, papers, and records of SCHOOL, which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts.

#### OWNERSHIP OF WORK PRODUCT

- A. All work of the SCHOOL performed or created under this Agreement is the exclusive property of the COUNTY.

#### ADHERENCE TO LAW

- A. The SCHOOL shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this Agreement.
- B. The COUNTY will comply with the applicable provisions of ORS Chapter 279, covering public contracts.

#### NONDISCRIMINATION

- A. SCHOOL agrees to comply with all applicable requirements of federal and state civil rights law and rehabilitation statutes.
- B. COUNTY agrees to comply with all applicable requirements of federal and state civil rights law and rehabilitation statutes.

## EARLY TERMINATION

- A. This Agreement will be in effect for one year from the date of execution. However, this Agreement may be terminated by mutual consent of both parties or by either party upon thirty (30) days notice in writing and delivered by certified mail or in person.
- B. Termination under provision of this paragraph shall not affect any right, obligation, or liability of SCHOOL or liability of COUNTY which occurred prior to termination.

State of Oregon acting by and through  
the State Board of Higher Education on  
behalf of:

OREGON HEALTH SCIENCES UNIVERSITY

for By: David C. Bunnell  
James B. Walker  
Vice President, Finance & Administration

Date: 11/3/94

93-600-1786  
Federal I.D. Number

for By: Ruth A. Lindeman  
Carol A. Lindeman, RN, PhD, FAAN  
Dean, School of Nursing

Date: 11/3/94

MULTNOMAH COUNTY, OREGON

By: Beverly Stein  
Beverly Stein, Chair  
Board of Commissioners

Date: 12-1-94

HEALTH DEPARTMENT

By: Billi Odegaard  
Billi Odegaard, Director

Date: 11/4/94

By: Quinn E. Nelson  
Program Manager

Date: 11/4/94

REVIEWED:

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

By: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS

AGENDA # C-6 DATE 12-1-94  
Chris A. Peterson  
BOARD CLERK

## Attachment A

Before placement in COUNTY for any student experience with direct client contact, SCHOOL shall ensure that students:

1. Are current with immunizations for
  - a) Tetanus,
  - b) Diphtheria, and
  - c) Influenza (one dose each fall)
2. Have documented immunity to measles and rubella
3. Have completed or are currently receiving the series of hepatitis B vaccines or are willing to sign a hepatitis B declination form.

MEETING DATE: DEC 01 1994

AGENDA NO: C-7

(Above space for Board Clerk's Use Only)

**AGENDA PLACEMENT FORM**

**SUBJECT:** Amendment to Contract Between Community and Family Services Division and Portland Public Schools, Adding \$3,726 for School District to Develop a Video on Teen Pregnancy Prevention

**BOARD BRIEFING** Date Requested: \_\_\_\_\_

Amount of Time Needed: \_\_\_\_\_

**REGULAR BRIEFING** Date Requested: \_\_\_\_\_

Amount of Time Needed: consent

**DEPARTMENT:** \_\_\_\_\_ **DIVISION:** Community & Family Svcs

**CONTACT:** Lorenzo Poe/James Edmondson **TELEPHONE:** 248-3691  
**BLDG/ROOM:** B161/2nd

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

**ACTION REQUESTED:**

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

The Community and Family Services Division is amending the Portland Public School District contract to add \$3,726 to purchase a videotape intended to educate youth about teen pregnancy prevention. The video project is a cooperative effort involving a number of community-based organizations, youth, and businesses; the School District is serving as fiscal agent for the project.

This video project is one of two small projects funded through the Teen Pregnancy Prevention benchmark funded by the State and authorized through the Multnomah Commission on Children and Families.

**SIGNATURES REQUIRED:**

**ELECTED OFFICIAL:** \_\_\_\_\_

OR

**DEPARTMENT MANAGER:** Lorenzo T. Poe Jr.

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

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

pps951.bcc

*Originals Sent to Cella Murray on 12-6-94.*

BOARD OF  
COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
1994 NOV 21 PM 1:35



# 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

TO: Board of County Commissioners  
FROM: *[Signature]* Lorenzo Poe, Director  
Community and Family Services Division  
DATE: October 26, 1994  
SUBJECT: Contract Amendment with Portland Public Schools

**I. Recommendation/Action Requested:** The Community and Family Services Division recommends Board of County Commissioner approval of a contract amendment with Portland Public Schools, for the period upon execution through June 30, 1995.

**II. Background/Analysis:** The Community and Family Services Division is contracting with the Portland Public Schools to develop a videotape on teen pregnancy prevention. A coalition of agencies serving teen parents and at-risk teens will cooperatively develop the video with the school district; the district is serving as fiscal agent for the project and will use youth at Jefferson High School to help produce and edit the video.

**III. Financial Impact:** This amendment increases the Portland Public School District contract from \$165,607 to \$169,333. Funding is included in the Community and Family Services Division budget.

**IV. Legal Issues:** none

**V. Controversial Issues:** none

**VI. Link to Current County Policies:** The development of an educational video is one of a variety of activities to prevent teen pregnancy, as identified in benchmark planning by the Multnomah Commission on Children and Families.

**VII. Citizen Participation:** The 7-Point Plan to address the State-funded teen pregnancy prevention benchmark was developed using a community planning process, which involved citizens. The planning was facilitated by the Multnomah Commission on Children and Families.

**VIII. Other Government Participation:** The contract is with the Portland School District.

# MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Contract # 101575  
Amendment # 01

<p align="center"><b>CLASS I</b></p> <p>[ ] Professional Services under \$15,000</p>	<p align="center"><b>CLASS II</b></p> <p>[ ] Professional Services over \$15,000 (RFP, Exemption)</p> <p>[ ] PCRB Contract</p> <p>[ ] Maintenance Agreement</p> <p>[ ] Licensing Agreement</p> <p>[ ] Construction</p> <p>[ ] Grant</p> <p>[ ] Revenue</p>	<p align="center"><b>CLASS III</b></p> <p>[x] Intergovernmental Agreement</p> <p>[ ] Intergovernmental Revenue Agreement</p> <p align="center"><b>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</b></p> <p>AGENDA # <u>C-7</u> DATE <u>12/1/94</u></p> <p align="center"><u>Carrie A. Parkerson</u> <b>BOARD CLERK</b></p>
--	--	--

Department: \_\_\_\_\_ Division: Community & Family Services Date: 10/26/94

Contract Originator: Cilla Murray Phone: 248-3691 ext 6296 Bldg/Room: 161/2nd

Administrative Contact: Cilla Murray Phone: 248-3691 ext 6296 Bldg/Room: 161/2nd

Description of Contract: **Amendment adds funds for a teen pregnancy prevention videotape.**

RFP/BID #: \_\_\_\_\_ 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>501 N. Dixon</u> <u>Portland, OR 97227-1871</u></p> <p>Phone: <u>(503) 249-2000</u></p> <p>Employer ID# or SS#: <u>93-6000830</u></p> <p>Effective Date: <u>Upon Execution</u></p> <p>Termination Date: <u>June 30, 1995</u></p> <p>Original Contract Amount: <u>\$165,607 + Req'ts</u></p> <p>Total Amt of Previous Amendments: \$ _____</p> <p>Amount of Amendment: \$ <u>3,726</u></p> <p>Total Amount of Agreement: <u>\$ 169,333 + Req'ts</u></p>	<p>Remittance Address (if different) _____</p> <p>Payment Schedule</p> <p>[ ] Lump Sum \$ _____</p> <p>[x] Monthly \$ <u>fee for service</u></p> <p>[ ] Other \$ _____</p> <p>[ ] Requirements contract - Requisition Required</p> <p>Purchase Order No. _____</p> <p>[x] Requirements Not to Exceed \$ <u>Funds Available</u></p> <p>Encumber: Yes [ ] No [x]</p>
--	---

REQUIRED SIGNATURES:

Department Manager: *Blanco T. Doer* Date: 11/7/94

Purchasing Director: *[Signature]* Date: \_\_\_\_\_

(Class II Contracts Only)

County Counsel: *[Signature]* Date: 11/10/94

County Chair/Sheriff: *[Signature]* Date: 12/1/94

Contract Administration: \_\_\_\_\_ Date: \_\_\_\_\_

(Class I, Class II Contracts Only)

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

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

DISTRIBUTION: Contracts Administration, Initiator, Finance

pps951.caf

CONTRACTOR: Portland Public Schools 'cr

Contract #101575

Mod #1

[illegible]

	Req'ts	Estimates
1. <b>Identify the problem.</b>		
2. <b>Analyze the problem.</b>		
3. <b>Generate solutions.</b>		
4. <b>Evaluate solutions.</b>		
5. <b>Select a solution.</b>		
6. <b>Implement the solution.</b>		
7. <b>Evaluate the results.</b>		



**MULTNOMAH COUNTY COMMUNITY AND FAMILY SERVICES DIVISION  
CONTRACT 101575, AMENDMENT #1**

**DURATION OF AMENDMENT:** Upon Execution  
**CONTRACTOR NAME:** Portland Public School District  
**CONTRACTOR ADDRESS:** 501 N. Dixon  
Portland, Oregon 97227-1871

**TO:** June 30, 1995  
**TELEPHONE:** (503)249-2000  
**IRS NUMBER:** 93-6000830

This amendment is to that certain contract dated July 1, 1994, between the Multnomah County Community and Family Services Division, referred to as the "COUNTY" and Portland Public Schools, referred to as the "CONTRACTOR". It is understood by the parties that all conditions and agreements in the original contract not superseded by the language of this amendment are still in force and apply to this amendment.

**PART I: SERVICES**

Service	Current Units	Change	Revised Units	Unit Rate	Current Funds	Change	Revised County Funds
<b>ALCOHOL/DRUG</b>							
Alc Outpatient AD64}		No Change				No Change	
Drug Outpatient AD65}							
<b>CHILDRENS MENTAL HEALTH AND YOUTH PROGRAM</b>							
<b>Special Projects/Partners Project</b>							
Educ.Assts	Hours	n/a	Hrs	Cost Reimb	Req'ts	n/a	Req'ts
MH37							
Inf/Toddler	171 slots	n/a	171	\$544.72	\$93,147	n/a	\$93,147
Health Screens	8 sess	n/a	8	3,993.75	31,950	n/a	31,950
TLC/TNT	6 wk sess	n/a	6	1,474.67	8,830	n/a	8,830
<b>Indian Education Project</b>							
Trng Retr.	1 retreat	n/a	1	5,486.00	5,486	n/a	5,486
Follow Up	128 sess.	n/a	128	204.64	26,194	n/a	26,194
<b>Teen Pregnancy Prevention Project</b>							
Video	n/a	add	1	Cost Reimb	0	+\$3,726	3,726
<b>TOTAL</b>					<b>\$165,607</b>	<b>+\$3,726</b>	<b>\$169,333</b>

**PART II: AMENDMENT NARRATIVE**

This amendment adds funds for a teen-produced educational videotape directed at preventing teen pregnancy.

**PART III: SPECIAL CONDITIONS**

A. Per contract Part B., 8., CONTRACTOR shall reference Multnomah County Community and Family Services Division and the Multnomah Commission on Children and Families, as funders of the teen pregnancy prevention video.

B. CONTRACTOR shall assure that the Manager of the Childrens Mental Health and Youth Programs, Community and Family Services Division, or a designated alternative, has the opportunity to pre-view the teen pregnancy prevention videotape and request changes, if needed, before it is finalized.

In witness whereof, the parties hereto have caused this contract to be executed by their authorized officers.

MULTNOMAH COUNTY

PORTLAND PUBLIC SCHOOL DISTRICT

BY *Norman D. Jeger* 11-2-94 BY \_\_\_\_\_  
Program Manager Date Date  
Alcohol/Drug Program

BY *James Edmundson* 10/27/94 BY \_\_\_\_\_  
Program Manager Date Date  
Childrens Mental Health & Youth

BY *Adelino T. Ariz* 11/7/94  
Community and Family Services Date  
Division Director

BY *Beverly Stein* 12-1-94  
Beverly Stein Date  
Multnomah County Chair

REVIEWED:

LAURENCE KRESSEL, County Counsel for  
Multnomah County, Oregon

By *Laurence Kressel* 11/10/94  
Date

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # 2-7 DATE 12-1-94  
*Carrie H. Peterson*  
BOARD CLERK

MEETING DATE **DEC 01 1994**

AGENDA NO: C-8

(Above space for Board Clerk's Use Only)

**AGENDA PLACEMENT FORM**

**SUBJECT:** Continuation Intergovernmental Agreement Between Housing Authority of Portland and Community and Family Services Division, for Homeless Prevention Services

**BOARD BRIEFING** Date Requested: \_\_\_\_\_

Amount of Time Needed: \_\_\_\_\_

**REGULAR BRIEFING** Date Requested: \_\_\_\_\_

Amount of Time Needed: CONSENT

**DEPARTMENT:** \_\_\_\_\_ **DIVISION:** Community & Family Svcs

**CONTACT:** Lorenzo Poe/Rey España **TELEPHONE:** 248-5464

**BLDG/ROOM:** B160/6th

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

**ACTION REQUESTED:**

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

The Community and Family Services Division is renewing its agreement with the Housing Authority of Portland to support the Housing Authority's efforts to prevent evictions in publicly assisted housing, under the federally-funded Family and Community Partnerships Project. The contract is for \$36,863 and runs through September 30, 1995.

The Community Action Program and Housing Authority of Portland worked cooperatively on the Family and Community Partnerships Project grant application; the County was the lead applicant. Under the grant, the County and the Housing Authority are to develop systems and infrastructure to avoid homelessness among families by preventing evictions.

This is the third year of the federal grant and contract with the Housing Authority of Portland.

**SIGNATURES REQUIRED:**

**ELECTED OFFICIAL:** \_\_\_\_\_

OR

**DEPARTMENT MANAGER:** L. Poe / CRP

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

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

hap95.bcc

*Originals Sent to Cilla Murray on 12-1-94.*

RECEIVED  
COUNTY COMMISSIONER  
1994 NOV 21 PM 1:34  
MULTNOMAH COUNTY  
OREGON



# 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

TO: Board of County Commissioners  
FROM: Lorenzo Poe, *Lorenzo Poe MD*  
Director  
Community and Family Services Division  
DATE: October 20, 1994  
SUBJECT: Renewal Agreement with Housing Authority of Portland

**I. Recommendation/Action Requested:** The Community and Family Services Division recommends Board of County Commissioner approval of the contract with the Housing Authority of Portland, for the period October 1, 1994 through September 30, 1995.

Processing for the contract was delayed until an annual funding level could be determined and services could be negotiated with the Housing Authority. This contract funding is based on a federal fiscal year.

**II. Background/Analysis:** The Community and Family Services Division is renewing its contract with the Housing Authority of Portland, for homeless eviction prevention activities funded through the Family and Community Partnership Project. This is a federal grant to develop the infrastructure and systems to prevent homelessness among low income families residing in public housing.

**III. Financial Impact:** The contract is for \$36,863. Funds are included in the Division budget.

**IV. Legal Issues:** none

**V. Controversial Issues:** none

**VI. Link to Current County Policies:** This project focuses on prevention of homelessness through systems development and interagency cooperation. The target population is the low income residents of publicly subsidized housing.

**VII. Citizen Participation:** The Community Action Commission has oversight over this project.

**VIII. Other Government Participation:** The contract is with the Housing Authority of Portland, another governmental body.

hap95.srs

# MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Contract # 103825

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

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$15,000	<input type="checkbox"/> Professional Services over \$15,000 (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 <input type="checkbox"/> Intergovernmental Revenue Agreement  <div style="text-align: center;">                         APPROVED MULTNOMAH COUNTY                          BOARD OF COMMISSIONERS                          AGENDA # <u>C-8</u> DATE <u>12/1/94</u>  <u>Carrie A. Parkerson</u>                          BOARD CLERK                     </div>

Department: \_\_\_\_\_ Division: Community & Family Services Date: October 20, 1994

Administrative Contact: Cilla Murray Phone: 248-3691-6296 Bldg/Room: 161/2nd

Description of Contract: Renewal of agreement to purchase homelessness prevention infrastructure development through a federal grant.

RFP/BID #: \_\_\_\_\_ Date of RFP/BID: \_\_\_\_\_ Exemption Expiration Date: \_\_\_\_\_

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

Contractor Name: <u>Housing Authority of Portland</u> Mailing Address: <u>135 SW Ash</u> <u>Portland, OR 97204</u> Phone: <u>(503) 273-4515</u> Employer ID# or SS#: <u>93-6001547</u> Effective Date: <u>October 1, 1994</u> Termination Date: <u>September 30, 1995</u> Original Contract Amount: \$ _____ Total Amt of Previous Amendments: \$ _____ Amount of Amendment: \$ _____ Total Amount of Agreement: \$ <u>36,863</u>	Remittance Address (if different) _____  <table style="width: 100%;"> <tr> <th style="text-align: left;">Payment Schedule</th> <th style="text-align: left;">Terms</th> </tr> <tr> <td><input type="checkbox"/> Lump Sum \$ _____</td> <td><input type="checkbox"/> Due on Receipt</td> </tr> <tr> <td><input type="checkbox"/> Monthly \$ _____</td> <td><input type="checkbox"/> Net 30</td> </tr> <tr> <td><input checked="" type="checkbox"/> Other \$ <u>Quarterly</u></td> <td><input type="checkbox"/> Other</td> </tr> <tr> <td colspan="2"><input type="checkbox"/> Requirements contract - Requisition Required</td> </tr> <tr> <td colspan="2">Purchase Order No. _____</td> </tr> <tr> <td colspan="2"><input type="checkbox"/> Requirements Not to Exceed \$ _____</td> </tr> <tr> <td colspan="2">Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/></td> </tr> </table>	Payment Schedule	Terms	<input type="checkbox"/> Lump Sum \$ _____	<input type="checkbox"/> Due on Receipt	<input type="checkbox"/> Monthly \$ _____	<input type="checkbox"/> Net 30	<input checked="" type="checkbox"/> Other \$ <u>Quarterly</u>	<input type="checkbox"/> Other	<input type="checkbox"/> Requirements contract - Requisition Required		Purchase Order No. _____		<input type="checkbox"/> Requirements Not to Exceed \$ _____		Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/>	
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Purchase Order No. _____																	
<input type="checkbox"/> Requirements Not to Exceed \$ _____																	
Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/>																	

REQUIRED SIGNATURES: Department Manager: [Signature] Date: 11/4/94

Purchasing Director: [Signature] Date: \_\_\_\_\_  
 (Class II Contracts Only)

County Counsel: [Signature] Date: 11/18/94

County Chair/Sheriff: [Signature] Date: 12/1/94

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
								See	Attached		

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

CONTRACTOR: Housing Authority of Portland av

Contract #103825

Mod

[illegible]

## INTERGOVERNMENTAL AGREEMENT

#103825

THIS CONTRACT is between MULTNOMAH COUNTY, acting by and through its Community and Family Services Division, hereafter called COUNTY, and

Housing Authority of Portland (HAP)  
135 SW Ash  
Portland, Oregon 97204

hereafter called CONTRACTOR.

THE PARTIES AGREE:

**1. DESCRIPTION OF SERVICES.** CONTRACTOR will provide the following services:

The CONTRACTOR'S Prevention Services Coordinator shall participate in the Family and Community Partnership Project (FCPP) to assist in achieving the following goals, objectives and activities. The Prevention Services Coordinator shall act as lead within HAP and the HAP Work Group of the FCPP to accomplish these activities.

**A. System Infrastructure**

**Goal 1: Prevent initial and recurring family homelessness in Portland/Multnomah County.**

**Objective 1:** Create linkages between housing and services on behalf of housed families at imminent risk of homelessness.

**Activities:**

- a. Coordinate housing stabilization services for residents of subsidized housing (low rent public housing, Section 8, HOME Rent Assistance Program).
- b. Work with the HAP Prevention/Intervention Coordinating Committee and the HAP Social Service Systems Strategy Team to finalize and implement policies and procedures for housing stabilization and eviction prevention of tenants in subsidized housing.
- c. Assist in monitoring the revised Special Needs Housing and Services Program for its effectiveness in assisting families to stabilize in housing.

**Objective 2:** Mobilize resources on behalf of families at-risk of homelessness.

**Activities:**

- a. Supervise and manage trained Resident Managers in implementing the home management training module to families residing in subsidized housing who are at-risk of losing their housing for failing to meet safe and sanitary standards.
- b. Assist in development and implementation of a train-the-trainers program for social service agency staff in housing stabilization assessment and services.
- c. Work with HAP Landlord Committee to involve Section 8 landlords in eviction prevention.

**Objective 3:** Leverage current resources to assist families in preventing homelessness.

**Activities:**

Provide information on and linkages to HAP's rent assistance programs for agencies serving families at risk of eviction.

**Goal 3: Operate Data Collection Systems to Assist In Prevention Services and to Track Needs, Services and Outcomes.**

**Objective:** Develop and manage internal system for early intervention in housing problems.

**Activities:**

- a. Operate an early warning flagging system to enable early intervention with residents at-risk of eviction from public housing.
- b. Create and implement an eviction tracking system to track family composition, characteristics, FEDs, eviction notices, and outcomes.
- c. Oversee the development of a data base for the RASP program and participate in the rent assistance evaluation.

**B. Client Education and Services**

**Goal 1: To assist families at imminent risk of homelessness to remain in housing.**

**Objective:** Provide housing crisis intervention and stabilization services such as rent assistance, budgeting or housekeeping education and referrals for stabilization services such as parenting classes, employment programs, or health care to families at risk of eviction through the community service centers.

**Activities:**

- a. Identify, through the Housing Authority of Portland's (HAP) referral system for low rent public housing and Section 8 tenants, those tenants at risk of eviction or Section 8 program termination and refer them to community service centers for eviction prevention services.
- b. Assist in coordinating the completion, implementation, and distribution of the tenant handbook for use by HAP with new low rent public housing residents and Section 8 participants and social service agencies.

**Goal 3: To keep families housed utilizing their knowledge and ability to maintain safe, clean homes.**

**Objective:** Provide pre-occupancy and home management training to low-rent public housing tenants new to the housing and those at risk of eviction.

**Activities:**

- a. Present video on pre-occupancy for all new residents entering public housing.
- b. Work with service providers to present home management module to new Special Needs Housing and Service Program residents when home management has been a prior issue for loss of housing.
- c. Present home management module to public housing and Section 8 residents who fail their annual housing inspection.
- d. Provide housekeeping education training to case managers.

**C. Other**

Participate in writing a final report on the accomplishments and findings of the Family and Community Partnership Project's efforts.

**2. COMPENSATION.**

COUNTY shall pay CONTRACTOR up to \$36,863 in four payments of \$9,215.75 each, upon receipt of a quarterly invoice. CONTRACTOR may choose to be paid on a different schedule, in which event the



payments will be recomputed, up to the maximum \$36,863. CONTRACTOR shall receive payments for services provided the goals, objectives and activities are being accomplished as determined by the FCPP Project Coordinator.

3. **TERM.** The CONTRACTOR'S services will begin on October 1, 1994 and terminate when completed but no later than September 30, 1995.

4. **CONTRACT DOCUMENTS.** This Contract consists of this contract document, the attached Condition of Contract, and Exhibits A, B.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 1994.

MULTNOMAH COUNTY, OREGON

HOUSING AUTHORITY OF PORTLAND

By RAE  
Program Manager, Community Services

By \_\_\_\_\_

By HPol/sec 11/4/94  
Director  
Community & Family Svc Division

\_\_\_\_\_  
Contractor's I.D. #

By Beverly Stein  
Beverly Stein, Multnomah County Chair

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

By Laurence Kressel

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # 2-8 DATE 12-1-94  
Chris A. Ferguson  
BOARD CLERK

MULTNOMAH COUNTY CONTRACT NO. 103825  
CONDITIONS OF INTERGOVERNMENTAL CONTRACT

The attached contract for services between Multnomah County, herein "COUNTY", and Housing Authority of Portland, herein "CONTRACTOR", is subject to the following:

1. FUNDS AVAILABLE. COUNTY certifies that sufficient funds are available and authorized to finance the costs of this agreement. In the event that funds cease to be available to COUNTY in the amounts anticipated, COUNTY may terminate or reduce contract funding accordingly. COUNTY will notify CONTRACTOR as soon as it receives notification from funding source.

2. INDEPENDENT CONTRACTOR STATUS. CONTRACTOR is an independent contractor, and neither CONTRACTOR, CONTRACTOR'S subcontractors nor employees are employees of the COUNTY. CONTRACTOR is responsible for all federal, state, and local taxes and fees applicable to payments for services under this agreement.

3. SUBCONTRACTS AND ASSIGNMENT. CONTRACTOR shall neither subcontract with others for any of the work prescribed herein, nor assign any of CONTRACTOR's rights acquired hereunder without the prior written consent of COUNTY. The COUNTY is not liable to any third person for payment of any compensation payable to CONTRACTOR as provided in this agreement.

4. ACCESS TO RECORDS. The COUNTY'S authorized representatives shall have access to the books, documents, papers, and records of CONTRACTOR which are directly pertinent to this contract for the purpose of making audit, examination, excerpts, and transcripts.

5. PROPERTY OF COUNTY. All work performed by CONTRACTOR under this contract shall be the property of the COUNTY.

6. WORKERS' COMPENSATION INSURANCE

A. CONTRACTOR shall maintain worker's compensation insurance coverage for all non-exempt workers employed by CONTRACTOR in the performance of the work either as a carrier or insured employer as provided in Chapter 656 of Oregon Revised Statutes. A certificate showing current worker's compensation insurance, or a copy thereof, is attached to this contract as Exhibit B.

B. If CONTRACTOR has no employees and will perform the work without the assistance of others, a certificate to that effect may be attached in lieu of the certificate showing current worker's compensation insurance coverage as described in subparagraph A. above.

C. If CONTRACTOR'S worker's compensation insurance coverage is due to expire before completion of the work, CONTRACTOR will renew or replace such insurance coverage and provide COUNTY with a certificate of insurance coverage showing compliance with this section.

7. INDEMNIFICATION

A. If CONTRACTOR is insured against claims for professional errors and omissions under a professional liability insurance policy, to the extent Contract is covered under such policy, CONTRACTOR shall defend, indemnify, and hold harmless the COUNTY, its officers, agents, and employees from all claims, suits, or

actions resulting or arising from CONTRACTOR'S sole negligence in performance of professional services under this agreement, without regard to any monetary limits of such policy of insurance.

B. As to any other claim of liability other than above described, subject to the following sentence, CONTRACTOR shall defend, indemnify, and save harmless the COUNTY, its officers, agents, and employees from all claims, suits, or actions of whatever nature resulting or arising out of the negligent or intentional acts of CONTRACTOR or CONTRACTOR'S subcontractors, agents, or employees in the performance of this agreement. CONTRACTOR shall be obligated to indemnify the COUNTY and save it harmless only to the extent such liability is caused or contributed to by the negligent or intentional acts of CONTRACTOR or CONTRACTOR'S subcontractors, agents, or employees in the performance of this agreement. CONTRACTOR'S obligation to defend under this paragraph includes defense of claims against the COUNTY, its officers, agents, or employees, which are based in part on the negligent or intentional acts of CONTRACTOR, CONTRACTOR'S subcontractors, agents, or employees.

8. ADHERENCE TO LAW. The CONTRACTOR shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this contract.

9. NONDISCRIMINATION. CONTRACTOR shall not unlawfully discriminate against any individual with respect to hiring, compensation, terms, conditions, or privileges of employment, nor shall any person be excluded from participating in, be denied the benefits of, or be subjected to discrimination under any program or activity because of such individual's race, color, religion, sex, national origin, age, handicap, or sexual orientation. CONTRACTOR must comply with all applicable provisions of federal, state, and local laws, regulations, and policies concerning nondiscrimination.

10. EARLY TERMINATION.

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

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

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

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

MEETING DATE: DEC 01 1994

AGENDA NO: C-9  
(Above space for Board Clerk's Use Only)

**AGENDA PLACEMENT FORM**

**SUBJECT:** Revenue Contract Renewal Between City of Portland and Community and Family Services Division, Funding Shelter at the Bridgeview for Homeless Chronically Mentally Ill People

**BOARD BRIEFING**      Date Requested: \_\_\_\_\_  
Amount of Time Needed: \_\_\_\_\_

**REGULAR BRIEFING**      Date Requested: \_\_\_\_\_  
Amount of Time Needed: consent

**DEPARTMENT:** \_\_\_\_\_ **DIVISION:** Community & Family Svcs

**CONTACT:** Lorenzo Poe/Bob Donough      **TELEPHONE:** 248-3691  
**BLDG/ROOM:** B161/2nd

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

**ACTION REQUESTED:**

☐ INFORMATIONAL ONLY      ☐ POLICY DIRECTION      ☒ APPROVAL      ☐ OTHER

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

The Community and Family Services Division has received a renewal revenue contract from the City of Portland, for \$62,327, to fund shelter for chronically mentally ill homeless people at the Bridgeview Community. The funds are passed through the County to Central City Concern, to pay for housing. The supportive mental health services at the Bridgeview are provided by Mental Health Services West.

The County has received these funds for several years. This contract represents an annual renewal of funding for these services.

**SIGNATURES REQUIRED:**

**ELECTED OFFICIAL:** \_\_\_\_\_

OR

**DEPARTMENT MANAGER:** Lorenzo Poe *mls*

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

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

pdxbr95.bcc

*Originals sent to Cilla Murray on 12-6-94.*

BOARD OF  
COUNTY COMMISSIONERS  
1994 NOV 21 PM 1:34  
MULTNOMAH COUNTY  
OREGON



# MULTNOMAH COUNTY OREGON

COMMUNITY AND FAMILY SERVICES DIVISION  
ADMINISTRATIVE OFFICES  
421 S.W. FIFTH AVENUE, 2ND FLOOR  
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SHARRON KELLEY • DISTRICT 4 COMMISSIONER

TO: Board of County Commissioners  
FROM: Lorenzo Poe, Director *Lorenzo Poe*  
Community and Family Services Division  
DATE: November 10, 1994  
SUBJECT: Two Revenue Contracts from City of Portland: Bridgeview Community  
for Chronically Mentally Ill Homeless People

**I. Recommendation/Action Requested:** The Community and Family Services Division recommends Board of County Commissioner approval of two revenue contracts funding shelter for homeless chronically mentally ill people at the Bridgeview Community, for the period July 1, 1994 through June 30, 1995.

These are renewal contracts for FY 1994-95. Processing has been delayed due to late receipt of the contracts from the City and negotiations over contract terms.

**II. Background/Analysis:** The Community and Family Services Division has received two renewal contracts from the City of Portland, which fund the shelter component of the Bridgeview Community, a supportive housing environment for chronically mentally ill homeless people. These funds are passed through the Division to a contractor (Central City Concern), which operates the single-room-occupancy hotel where the Bridgeview program is located.

**III. Financial Impact:** The revenue contracts total \$80,783. The City of Portland prepares separate contracts for different funding sources; one contract transfers CDBG funding and the other transfers ESG funding for the same service.

**IV. Legal Issues:** none

**V. Controversial Issues:** none

**VI. Link to Current County Policies:** These revenue contracts support the County's initiatives to coordinate with other local governments and to provide access to safe and supportive mental health services for people with mental illness.

**VII. Citizen Participation:** Housing and services for chronically mentally ill homeless people were identified as a need in the County and City adopted Strategy for Serving Homeless Single Adults in Downtown Portland. This document resulted from an extensive community planning process, which included the Homeless Advisory Committee, Community Action Commission, Housing and Community Development Commission, Community Action Service Providers, among other citizen involvement.

**VIII. Other Government Participation:** The revenue contracts are from the City of Portland.

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# MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Contract # 103925

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

<p style="text-align: center;"><b>CLASS I</b></p> <p>[ ] Professional Services under \$15,000</p>	<p style="text-align: center;"><b>CLASS II</b></p> <p>[ ] Professional Services over \$15,000 (RFP, Exemption)</p> <p>[ ] PCRB Contract</p> <p>[ ] Maintenance Agreement</p> <p>[ ] Licensing Agreement</p> <p>[ ] Construction</p> <p>[ ] Grant</p> <p>[ ] Revenue</p>	<p style="text-align: center;"><b>CLASS III</b></p> <p>[ ] Intergovernmental Agreement</p> <p>[x] Intergovernmental Revenue Agreement</p> <p style="text-align: center;"><b>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</b></p> <p style="text-align: center;">AGENDA # <u>C-9</u> DATE <u>12/1/94</u></p> <p style="text-align: center;">Carrie A. Parkerson</p> <p style="text-align: center;"><b>BOARD CLERK</b></p>
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Department: \_\_\_\_\_ Division: Community & Family Services Date: November 10, 1994

Administrative Contact: Cilla Murray Phone: 248-3691-6296 Bldg/Room: 161/2nd

Description of Contract: Revenue contract for funding for the Homeless Chronically Mentally ill Program at the Bridgeview.

RFP/BID #: \_\_\_\_\_ Date of RFP/BID: \_\_\_\_\_ Exemption Expiration Date: \_\_\_\_\_

ORS/AR # \_\_\_\_\_ Contractor is [ ] MBE [ ] WBE [ ] QRF

<p>Contractor Name: <u>City of Portland, BHCD</u></p> <p>Mailing Address: <u>808 SW 3rd, #600</u></p> <p style="text-align: center;"><u>Portland, OR 97204</u></p> <p>Phone: <u>(503) 823-2375</u></p> <p>Employer ID# or SS#: _____</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>62,327</u></p>	<p>Remittance Address (if different) _____</p> <table style="width: 100%;"> <tr> <td style="width: 50%;">Payment Schedule</td> <td style="width: 50%;">Terms</td> </tr> <tr> <td>[ ] Lump Sum \$ _____</td> <td>[ ] Due on Receipt</td> </tr> <tr> <td>[x] Monthly \$ <u>Per Invoice</u></td> <td>[ ] Net 30</td> </tr> <tr> <td>[ ] Other \$ _____</td> <td>[ ] Other</td> </tr> <tr> <td colspan="2">[ ] Requirements contract - Requisition Required</td> </tr> <tr> <td colspan="2">Purchase Order No. _____</td> </tr> <tr> <td colspan="2">[ ] Requirements Not to Exceed \$ _____</td> </tr> <tr> <td colspan="2">Encumber: Yes [ ] No [ ]</td> </tr> </table>	Payment Schedule	Terms	[ ] Lump Sum \$ _____	[ ] Due on Receipt	[x] Monthly \$ <u>Per Invoice</u>	[ ] Net 30	[ ] Other \$ _____	[ ] Other	[ ] Requirements contract - Requisition Required		Purchase Order No. _____		[ ] Requirements Not to Exceed \$ _____		Encumber: Yes [ ] No [ ]	
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Encumber: Yes [ ] No [ ]																	

REQUIRED SIGNATURES: Department Manager: *Lorenzo Pao* Date: 11/16/94

Purchasing Director: *[Signature]* Date: \_\_\_\_\_

County Counsel: *[Signature]* Date: 11/18/94

County Chair/Sheriff: *[Signature]* Date: 12/1/94

Contract Administration: \_\_\_\_\_ Date: \_\_\_\_\_

(Class I, Class II Contracts Only)

VENDOR CODE				VENDOR NAME				TOTAL AMOUNT: \$			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIP	AMOUNT	INC DEC IND
01	156	010	1050			2101			PDX Homeless Mentally ill	\$62,327	

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

DISTRIBUTION: Contracts Administration, Initiator, Finance

pdxbr95.caf

AGREEMENT NO.

# 103925

This agreement for services (Agreement) is between the City of Portland, Oregon (City) and Multnomah County, Community & Family Services Division (County) to provide funding for the Homeless Chronically Mentally Ill Program.

RECITALS:

1. Multnomah County, Community & Family Services Division coordinates a program to provide shelter for the chronically mentally ill, including board, outreach, treatment and case management at the Bridgeview Project.
2. The provision of services to homeless chronically mentally ill persons is a major goal of the City.
3. The City has available to it Community Development Block Grant funds which can be used to provide support for the administration of programs which assist the needy.
4. Funding for this type of activity furthers the goals of the Comprehensive Housing Affordability Strategy (CHAS).
5. The City Council has authorized \$62,327 through the HCD program FY 1994-95 approved city budget to provide financial assistance for Multnomah County to operate the chronically mentally ill shelter at the Bridgeview Project.
6. The City and Multnomah County now desire to enter into a formal agreement so that these services can be provided without interruption.

AGREED:

I. Scope of Contractor's Services

City funds are allocated to Multnomah County for rent of the Bridgeview Project at the Golden West. Multnomah County, Community & Family Services Division, shall provide the services described below relative to the chronically mentally ill program at the Bridgeview Project.

- A. Maintain 48 short-term/emergency SRO beds with 24-hour supervision, plus 10 long-term beds with the capacity to provide on-site intervention during FY 1994/95.
- B. Provide 19,053 bed days of housing to homeless mentally ill clients.
- C. Provide housing to no less than 100 homeless mentally ill clients on an annual basis.
- D. It is anticipated that 50% of all clients leaving the Bridgeview will be stabilized in permanent housing.
- E. CDBG funds cover the cost of 25 beds at a rate of \$207 per month. Approximately 43 individuals will be sheltered this year.

- F. Submit quarterly reports indicating the number of bed days provided each quarter, explaining if there is a reduction in the utilization rate and the reasons why utilization may have fallen. Such reports should also indicate the number of clients that have successfully "graduated" to long-term housing, in the Bridgeview Project or elsewhere, and the number that have terminated their participation in the program. Quarterly reports are due 30 days after the end of the quarter -- October 31, January 31, and April 30.
- G. Submit a final report summarizing the year's program, including a narrative on program progress and results, and statistics on the number of clients served, including racial and female head-of-household information. The final report is due August 15.
- H. CDBG funds may be used for rent, maintenance, insurance, utilities and furnishings; however, these funds shall not be used for staff costs.

## II. Compensation and Method of Payment

The County will be compensated for the provision of services by the City through the Housing and Community Development (HCD) fund. Payments to the County for eligible expenses will be made monthly upon submission of a statement of expenditures based on the request for payment. Detailed information on how funding is expended is to be submitted by the County with each request for funding. It is agreed that total compensation under this agreement shall not exceed SIXTY TWO THOUSAND THREE HUNDRED TWENTY SEVEN DOLLARS (\$62,327).

## III. City Project Manager

- A. The City Project Manager shall be Bob Durston or such other person as shall be designated in writing by the Director of the Bureau of Housing & Community Development.
- B. The Project Manager is authorized to approve work and billings hereunder, to give notices referred to herein, to terminate this agreement as provided herein, and to carry out any other City actions referred to herein.

## IV. General Contract Provisions

- A. **TERMINATION FOR CAUSE.** In accordance with 24 CFR 85.43, if, through any cause, the County shall fail to fulfill in timely and proper manner his/her obligations under this Contract, or if the County shall violate any of the covenants, agreements, or stipulations of this Contract, the City may avail itself of such remedies as cited in 24 CFR 85.43 by giving written notice to the County of such action and specifying the effective date thereof at least 30 days before the effective date of such action. In such event, all finished or unfinished documents, data, studies, and reports prepared by the County under this Contract shall, at the option of the City, become the property of the City and the County shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

Notwithstanding the above, the County shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by the County, and the City may withhold any payments to the County for the purpose of setoff until such



time as the exact amount of damages due the City from the County is determined.

- B. **TERMINATION FOR CONVENIENCE.** In accordance with 24 CFR 85.44, the City and County may terminate this contract at any time by mutual written agreement. If the Contract is terminated by the City as provided herein, the County will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the County covered by this Contract less payments of compensation previously made.
- C. **ENFORCEMENT AND REMEDIES.** In the event of termination under section A hereof by the City due to a breach by the County, then the City may complete the work either itself or by agreement with another contractor, or by a combination thereof. In the event the cost of completing the work exceeds the amount actually paid to the County hereunder plus the remaining unpaid balance of the compensation provided herein, then the County shall pay to the City the amount of excess. Allowable costs shall be determined in accordance with 24 CFR 85.43(c).

The remedies provided to the City and County under sections A and C hereof for a breach shall not be exclusive. The City and County also shall be entitled to any other equitable and legal remedies that are available.

In the event of termination under Section A, the City shall provide the County an opportunity for an administrative appeal to the Bureau Director.

- D. **CHANGES.** The City or County may, from time to time, request changes in writing in the scope of services or terms and conditions hereunder. Such changes, including any increase or decrease in the amount of the County's compensation, shall be incorporated in written amendments to this contract. Changes to the scope of work, budget line items, timing, reporting, or performance measures may be approved by the Project Manager.

Significant changes to the scope of work, performance measures, or compensation must be approved by ordinance of the City Council.

- E. **NON-DISCRIMINATION.** During the performance of this Contract, the County agrees as follows:
1. The County will comply with the non-discrimination provisions of Title VI of the Civil Rights Act of 1964 (24 CFR 1), Fair Housing Act (24 CFR 100), and Executive Order 11063 (24 CFR 107).
  2. The County will comply with prohibitions against discrimination on the basis of age under Section 109 of the Act as well as the Age Discrimination Act of 1975 (24 CFR 146), and the prohibitions against discrimination against otherwise qualified individuals with handicaps under Section 109 as well as section 504 of the Rehabilitation Act of 1973 (24 CFR 8).
  3. The County will comply with the equal employment and affirmative action requirements of Executive Order 11246, as amended by Order 12086 (41 CFR 60).

- F. **SECTION 3:** The County will comply with the training and employment guidelines of Section 3 of the Housing and Urban Development Act of 1968, as amended (12U.S.C. 1701a), and regulations pursuant thereto (24 CFR Part 135).
- G. **ACCESS TO RECORDS.** The City, HUD, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, general organizational and administrative information, documents, papers, and records of the County which are directly pertinent to this contract, for the purpose of making audit or monitoring, examination, excerpts, and transcriptions. All required records must be maintained by the County for three years after the City makes final payments and all other pending matters are closed.
- H. **MAINTENANCE OF RECORDS.** The County shall maintain fiscal records on a current basis to support its billings to the City. The County shall retain fiscal as well as all records relating to program and client eligibility for inspection, audit, and copying for 3 years from the date of completion or termination of this contract. The City or its authorized representative shall have the authority to inspect, audit, and copy on reasonable notice and from time to time any records of the County regarding its billings or its work here under.
- I. **AUDIT OF PAYMENTS.** The City, either directly or through a designated representative, may audit the records of the County at any time during the 3 year period established by Section H above.

If an audit discloses that payments to the County were in excess of the amount to which the County was entitled, then the County shall repay the amount of the excess to City.

- J. **INDEMNIFICATION.** To the extent permitted by the Oregon Tort Claim Act and the Oregon Constitution, the County shall hold harmless, defend, and indemnify the City and the City's officers, agents and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising from the County's work or any subcontractor's work under this contract.
- K. **LIABILITY INSURANCE.** The County is self-insured as provided by Oregon law.
- L. **WORKERS' COMPENSATION INSURANCE.**

(a) The County, its subcontracts, if any, and all employers working under this Agreement are subject employers under the Oregon Workers' compensation law and shall comply with ORS 656.017, which requires them to provide worker's compensation coverage for all their subject workers. A certificate of insurance, or copy thereof, shall be attached to this Agreement as Exhibit 'A', if applicable, and shall be incorporated herein and made a term and part of this Agreement. The County further agrees to maintain workers' compensation insurance coverage for the duration of this Agreement.

(b) In the event the County's workers' compensation insurance coverage is due to expire during the term of this Agreement, the County agrees to timely renew its insurance, either as a carrier-insured employer or a self-insured employer as provided by Chapter 656 of the Oregon Revised Statutes, before its expiration, and the County agrees to provide the City of Portland such further certification of workers' compensation insurance as renewals of said insurance occur.

(c) The County agrees to accurately complete the City of Portland's Questionnaire for Workers' Compensation Insurance and Qualification as an Independent County prior to commencing work under this Agreement. Any misrepresentation of information on the Questionnaire by the County shall constitute a breach of this Agreement. In the event of breach pursuant to this subsection, City may terminate the agreement immediately and the notice requirement contained in subsection (C), EARLY TERMINATION OF AGREEMENT, hereof shall not apply.

- M. **SUBCONTRACTING AND ASSIGNMENT.** The County shall not sub-contract its work under this contract, in whole or in part, without the written approval of the City. The County shall require any approved subcontractor to agree, as to the portion subcontracted, to fulfill all obligations of the County as specified in this contract. Notwithstanding City approval of a subcontractor, the County shall remain obligated for full performance hereunder, and the City shall incur no obligation other than its obligations to the County hereunder. The County agrees that if sub-contractors are employed in the performance of this contract, the County and its subcontractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation. The County shall not assign this contract in whole or in part or any right or obligation hereunder, without prior written approval of the City.

The subcontractor shall be responsible for adhering to all regulations cited within this contract.

- N. **INDEPENDENT CONTRACTOR STATUS.** The County is engaged as an independent contractor and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder.

The County and its subcontractors and employees are not employees of the City and are not eligible for any benefits through the City, including without limitation, federal social security, health benefits, workers' compensation, unemployment compensation, and retirement benefits.

- O. **CONFLICTS OF INTEREST.** No City officer or employee, during his or her tenure or for one year thereafter, shall have any interest, direct, or indirect, in this contract or the proceeds thereof.

No board of commissioners member or employee of the County, during his or her tenure or for one year thereafter, shall have any interest, direct, or indirect, in this contract or the proceeds.

No City Officer or employees who participated in the award of this contract shall be employed by the County during the contract. On CDBG-funded projects, the County shall further comply with the conflict of interest provisions cited in 24 CFR 570.611.

- P. CONTRACT ADMINISTRATION, 24 CFR 570.502(a). The County shall comply with the applicable provisions of OMB Circular Nos. A-87, A-128, and 24 CFR Part 85 as described by 24 CFR 570.502(a) and 570.610.
- Q. OREGON LAW AND FORUM. This contract shall be construed according to the law of the State of Oregon.

Any litigation between the City and the County arising under this contract or out of work performed under this contract shall occur, if in the state courts, in the Multnomah County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.

- R. AVAILABILITY OF FUNDS. It is understood by all parties to this contract that the funds used to pay for services provided herein are provided to the City through a grant from the U.S. Department of Housing and Urban Development. In the event that funding is reduced, recaptured, or otherwise made unavailable to the City as a result of federal action, the City reserves the right to terminate the contract as provided under Section B hereof, or change the scope of services as provided under Section D hereof.
- S. PROGRAM INCOME/PERSONAL PROPERTY. For Community Development Block Grant-funded projects, the County shall comply with provisions of 24 CFR 570.504 regarding program income.
- T. COMPLIANCE WITH LAWS. In connection with its activities under this contract, the County shall comply with all applicable federal, state, and local laws and regulations. For Community Development Block Grant-funded projects, the County shall carry out its activities in compliance with 24 CFR 570 Subpart K, excepting the responsibilities identified in 24 CFR 570.604 and 570.612.

In the event that the County provides goods or services to the City in the aggregate in excess of \$2,500 per fiscal year, the County agrees it has certified with the City's Equal Employment Opportunity certification process.

- U. MONITORING. The City through the Bureau of Housing & Community Development shall monitor at least once each year that portion of the County's project funded with Community Development Block Grant or Emergency Shelter Grant funds. Such

monitoring shall ensure that the operation of the project conforms to the provisions of this contract.

- V. **EXPIRATION/REVERSION OF ASSETS.** For Community Development Block Grant-funded projects, the County shall comply with the Reversion of Assets provision of 24 CFR 570.503 (b)(8).
- W. **MINIMIZING DISPLACEMENT.** The County assures that it will take all reasonable steps to minimize the displacement of persons as a result of this contract, and shall comply with the applicable provisions of 24 CFR 570.606 or 576.80.
- X. **PROGRAM ACCESS BY THE DISABLED.** The County shall, to the maximum feasible extent, follow the Bureau of Housing & Community Development's guidelines on ensuring interested persons can reasonably obtain information about, and access to, HUD-funded activities.
- Y. **SEVERABILITY.** If any provision of this agreement is found to be illegal or unenforceable, this agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
- Z. **INTEGRATION.** This agreement contains the entire agreement between the City and the County and supersedes all prior written or oral discussions or agreements.
- AA. **LABOR STANDARDS.** The County agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours, the Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C 276, 327-333) and all other applicable federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this contract. The County shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City of Portland for review upon request.

The County agrees that, except with respect to the rehabilitation or construction of residential property designed for residential use for less than eight (8) households, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair of any building or work financed in whole or in part with assistance provided under this contract, shall comply with federal requirements adopted by the City of Portland pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR, Parts 3, 15 and 7 governing the payment of wages and ratio of apprentices and trainees to journeymen; provided, that if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the County of its obligation, if any, to require

payment of the higher wage. The County shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph, for such contracts in excess of \$10,000.00.

- BB. **FLOOD DISASTER PROTECTION.** The County agrees to comply with the requirements of the Flood Disaster Protection Act of 1973 (P.L.-2234) in regard to the sale, lease or other transfer of land acquired, cleared or improved under the terms of this contract, as it may apply to the provisions of this contract.
- CC. **LEAD-BASED PAINT.** The County agrees that any construction or rehabilitation of residential structure with assistance provided under this contract shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, and in particular Sub-Part B thereof. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants or properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning.
- DD. **FUND-RAISING.** City-funded dollars may be used to cover expenses directly related to the contracted project. Costs associated with general agency fund-raising activities are not eligible.
- EE. **PUBLICITY.** Publicity regarding the project shall note participation of the City through the Bureau of Housing & Community Development.
- FF. **LOBBYING.** No Federal appropriated funds have been paid or will be paid, by or on behalf of the County, 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 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. 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 Federal contract, grant, loan, or cooperative agreement, the County shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The County shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreement) and that all Subcontractors shall certify and disclose accordingly.

GG. CHURCH-STATE. The County agrees to comply with the applicable provisions of 24 CFR 570.200(j) or 24 CFR 576.22 regarding the use of federal funds by religious organizations.

HH. TRAINING. The Bureau of Housing & Community Development will provide training for Contractors. All Contractors are required to attend general training on City and Federal requirements and other project specific training as appropriate.

V. Period of Agreement

The terms of this Agreement shall be effective as of July 1, 1994 and shall remain in effect during any period the County has control over Federal funds, including program income. Work by the County shall terminate as of June 30, 1995.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 1994.

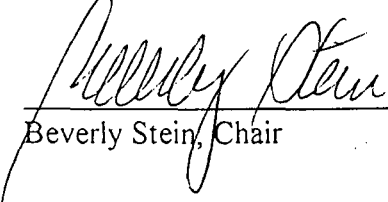
CITY OF PORTLAND

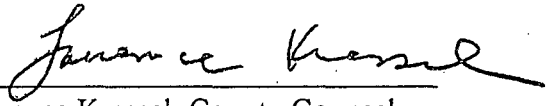
\_\_\_\_\_  
Commissioner Gretchen Kafoury


APPROVED AS TO FORM:

\_\_\_\_\_  
Jeffrey L. Rogers, City Attorney

MULTNOMAH COUNTY

  
Beverly Stein, Chair

  
Laurence Kressel, County Counsel

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # C-9 DATE 12-1-94  
  
BOARD CLERK

MEETING DATE: DEC 01 1994

AGENDA NO: C-10  
(Above space for Board Clerk's Use Only)

**AGENDA PLACEMENT FORM**

**SUBJECT:** Revenue Contract Renewal Between City of Portland and Community and Family Services Division, Funding Shelter at the Bridgeview for Homeless Chronically Mentally Ill People

**BOARD BRIEFING**      Date Requested: \_\_\_\_\_  
Amount of Time Needed: \_\_\_\_\_

**REGULAR BRIEFING**      Date Requested: \_\_\_\_\_  
Amount of Time Needed: consent

**DEPARTMENT:** \_\_\_\_\_ **DIVISION:** Community & Family Svcs

**CONTACT:** Lorenzo Poe/Bob Donough      **TELEPHONE:** 248-3691  
**BLDG/ROOM:** B161/2nd

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

**ACTION REQUESTED:**

☐ INFORMATIONAL ONLY      ☐ POLICY DIRECTION      ☒ APPROVAL      ☐ OTHER

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

The Community and Family Services Division has received a renewal revenue contract from the City of Portland, for \$18,456, to fund shelter for chronically mentally ill homeless people at the Bridgeview Community. The funds are passed through the County to Central City Concern, to pay for housing. The supportive mental health services at the Bridgeview are provided by Mental Health Services West.

The County has received these funds for several years. This contract represents an annual renewal of funding for these services.

**SIGNATURES REQUIRED:**

**ELECTED OFFICIAL:** \_\_\_\_\_

OR

**DEPARTMENT MANAGER:** Lorenzo Poe

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

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

pdxbresg.bcc

*Originals Sent to Chella Murray on 12-6-94.*

1994 NOV 21 PM 11:34  
MULTI-THORNTON COUNTY  
OREGON  
BOARD OF  
COUNTY COMMISSIONERS





# 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

TO: Board of County Commissioners  
FROM: Lorenzo Poe, Director *Lorenzo Poe mls*  
Community and Family Services Division  
DATE: November 10, 1994  
SUBJECT: Two Revenue Contracts from City of Portland: Bridgeview Community  
for Chronically Mentally Ill Homeless People

**I. Recommendation/Action Requested:** The Community and Family Services Division recommends Board of County Commissioner approval of two revenue contracts funding shelter for homeless chronically mentally ill people at the Bridgeview Community, for the period July 1, 1994 through June 30, 1995.

These are renewal contracts for FY 1994-95. Processing has been delayed due to late receipt of the contracts from the City and negotiations over contract terms.

**II. Background/Analysis:** The Community and Family Services Division has received two renewal contracts from the City of Portland, which fund the shelter component of the Bridgeview Community, a supportive housing environment for chronically mentally ill homeless people. These funds are passed through the Division to a contractor (Central City Concern), which operates the single-room-occupancy hotel where the Bridgeview program is located.

**III. Financial Impact:** The revenue contracts total \$80,783. The City of Portland prepares separate contracts for different funding sources; one contract transfers CDBG funding and the other transfers ESG funding for the same service.

**IV. Legal Issues:** none

**V. Controversial Issues:** none

**VI. Link to Current County Policies:** These revenue contracts support the County's initiatives to coordinate with other local governments and to provide access to safe and supportive mental health services for people with mental illness.

**VII. Citizen Participation:** Housing and services for chronically mentally ill homeless people were identified as a need in the county and city adopted strategy for *Serving Homeless Single Adults in Downtown Portland*. This document resulted from an extensive community planning process, which included the Homeless Advisory Committee, Community Action Commission, Housing and Community Development Commission, Community Action Service Providers, among other citizen involvement.

**VIII. Other Government Participation:** The revenue contracts are from the City of Portland.

pdxbr95.z

# MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Contract # 103935

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

<p style="text-align: center;"><b>CLASS I</b></p> <p><input type="checkbox"/> Professional Services under \$15,000</p>	<p style="text-align: center;"><b>CLASS II</b></p> <p><input type="checkbox"/> Professional Services over \$15,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p style="text-align: center;"><b>CLASS III</b></p> <p><input type="checkbox"/> Intergovernmental Agreement</p> <p><input checked="" type="checkbox"/> Intergovernmental Revenue Agreement</p> <p style="text-align: center;"><b>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</b></p> <p>AGENDA # <u>C-10</u> DATE <u>12/1/94</u></p> <p style="text-align: center;"><u>Carrie A. Parkerson</u> <b>BOARD CLERK</b></p>
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Department: \_\_\_\_\_ Division: Community & Family Services Date: November 10, 1994

Administrative Contact: Cilla Murray Phone: 248-3691-6296 Bldg/Room: 161/2nd

Description of Contract: Revenue contract for funding for the Homeless Chronically Mentally Ill Program at the Bridgeview.

RFP/BID #: \_\_\_\_\_ Date of RFP/BID: \_\_\_\_\_ Exemption Expiration Date: \_\_\_\_\_

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

<p>Contractor Name: <u>City of Portland, BHCD</u></p> <p>Mailing Address: <u>808 SW 3rd, #600</u> <u>Portland, OR 97204</u></p> <p>Phone: <u>(503) 823-2375</u></p> <p>Employer ID# or SS#: _____</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>18,456</u></p>	<p>Remittance Address (if different) _____</p> <table style="width: 100%;"> <tr> <td style="width: 50%;">Payment Schedule</td> <td style="width: 50%;">Terms</td> </tr> <tr> <td><input type="checkbox"/> Lump Sum \$ _____</td> <td><input type="checkbox"/> Due on Receipt</td> </tr> <tr> <td><input checked="" type="checkbox"/> Monthly \$ <u>Per Invoice</u></td> <td><input type="checkbox"/> Net 30</td> </tr> <tr> <td><input type="checkbox"/> Other \$ _____</td> <td><input type="checkbox"/> Other</td> </tr> <tr> <td colspan="2"><input type="checkbox"/> Requirements contract - Requisition Required</td> </tr> <tr> <td colspan="2">Purchase Order No. _____</td> </tr> <tr> <td colspan="2"><input type="checkbox"/> Requirements Not to Exceed \$ _____</td> </tr> <tr> <td colspan="2">Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/></td> </tr> </table>	Payment Schedule	Terms	<input type="checkbox"/> Lump Sum \$ _____	<input type="checkbox"/> Due on Receipt	<input checked="" type="checkbox"/> Monthly \$ <u>Per Invoice</u>	<input type="checkbox"/> Net 30	<input type="checkbox"/> Other \$ _____	<input type="checkbox"/> Other	<input type="checkbox"/> Requirements contract - Requisition Required		Purchase Order No. _____		<input type="checkbox"/> Requirements Not to Exceed \$ _____		Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/>	
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Purchase Order No. _____																	
<input type="checkbox"/> Requirements Not to Exceed \$ _____																	
Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/>																	

REQUIRED SIGNATURES: Department Manager: *Lorenzo Paez* Date: 11/16/94

Purchasing Director: *[Signature]* Date: \_\_\_\_\_  
(Class II Contracts Only)

County Counsel: *[Signature]* Date: 11/18/94

County Chair/Sheriff: *[Signature]* Date: 12/1/94

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

VENDOR CODE				VENDOR NAME				TOTAL AMOUNT: \$			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIP	AMOUNT	INC DEC IND
01	156	010	1050			2101			PDX Homeless Mentally Ill	\$18,456	

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

AGREEMENT NO.

# 163935

This agreement for services (Agreement) is between the City of Portland, Oregon (City) and Multnomah County, Community & Family Services Division (County) to provide funding for the Homeless Chronically Mentally Ill Program.

RECITALS:

1. Multnomah County, Community & Family Services Division, coordinates a program to provide shelter for the chronically mentally ill, including board, outreach, treatment and case management at the Bridgeview Project.
2. The provision of services to homeless chronically mentally ill persons is a major goal of the City.
3. The City has available to it Emergency Shelter Grant funds which can be used to provide support for the administration of programs which assist the needy.
4. Funding for this type of activity furthers the goals of the Comprehensive Housing Affordability Strategy (CHAS).
5. The Bureau of Housing & Community Development has authorized \$18,456 in its FY 1994-95 approved city budget General Fund/Emergency Shelter Grant to provide financial assistance for Multnomah County to operate the chronically mentally ill shelter at the Bridgeview Project.
6. The City and Multnomah County now desire to enter into a formal agreement so that these services can be provided without interruption.

AGREED:

I. Scope of Services

City funds are allocated to Multnomah County for rent of the Bridgeview Project at the Golden West. Multnomah County, Community & Family Services Division shall provide the services described below relative to the chronically mentally ill program at the Bridgeview Project.

- A. Maintain 48 short-term/emergency SRO beds with 24-hour supervision, plus 10 long-term beds with the capacity to provide on-site intervention during FY 1994/95.
- B. Provide 19,053 bed days of housing to homeless mentally ill clients.
- C. Provide housing to no less than 100 homeless mentally ill clients on an annual basis.
- D. It is anticipated that 50% of all clients leaving the Bridgeview will be stabilized in permanent housing.

- E. ESG funds cover the cost of 7 beds at a rate of \$207 per month. Approximately 13 individuals will be sheltered this year.
- F. Submit quarterly reports indicating the number of bed days provided each quarter, explaining any reduction in the utilization rate and the reasons why utilization may have fallen. Such reports should also indicate the number of clients that have successfully "graduated" to long-term housing, in the Bridgeview Project or elsewhere, and the number that have terminated their participation in the program. Quarterly reports are due 30 days after the end of the quarter -- October 31, January 31, and April 30.
- G. Submit a final report summarizing the year's program, including a narrative on program progress and results and statistics on the number of clients served, including racial and female head-of-household information and income data. The final report is due August 15.

## II. Compensation and Method of Payment

The County will be compensated for the provision of services by the City through the General Fund, Emergency Shelter Grant. Payments to the County for eligible expenses will be made monthly upon submission of a statement of expenditures based on the request for payment. Detailed information on how funding is expended is to be submitted by the County with each request for funding. It is agreed that total compensation under this agreement shall not exceed EIGHTEEN THOUSAND FOUR HUNDRED FIFTY SIX DOLLARS (\$18,456).

## III. City Project Manager

- A. The City Project Manager shall be Bob Durston or such other person as shall be designated in writing by the Director of the Bureau of Housing & Community Development.
- B. The Project Manager is authorized to approve work and billings hereunder, to give notices referred to herein, to terminate this agreement as provided herein, and to carry out any other City actions referred to herein.

## IV. Certifications

Multnomah County certifies that:

- A. Emergency Shelter Grant funds may be used for rent, maintenance, insurance, utilities and furnishings; however, these funds will not be used for staff salaries.
- B. The use of the day shelter and transitional units have been determined to be the most cost effective means of providing shelter for domestic violence victims.
- C. The number, size and amenities of rooms in the shelter and transitional units will be available for use as shelter space for at least until the ESG funds are expended.

- D. Homeless clients will be given assistance in obtaining appropriate supportive services, including permanent housing, medical health treatment, mental health treatment, counseling, supervision, and other services essential for achieving independent living, as well as other Federal, State, local and private assistance available for such individuals.
- E. The County will administer a policy designed to ensure that the facility is free from the illegal use, possession, or distribution of drugs or alcohol by its clients.
- F. The County certifies that it has developed a procedure to ensure the confidentiality of victims of domestic and sexual violence.
- G. Termination of assistance must be in accordance with a formal process. If an individual or family who receives assistance violates program requirements, the County or subcontractor may terminate assistance in accordance with a formal process established by the County that recognizes the rights of the individuals affected, which may include a hearing.
- H. The County will involve, to the maximum extent practical, homeless individuals and families in operating facilities assisted under the ESG program, and in providing services for occupants of these facilities.

V. General Contract Provisions

- A. **TERMINATION FOR CAUSE.** In accordance with 24 CFR 85.43, if, through any cause, the County shall fail to fulfill in timely and proper manner his/her obligations under this Contract, or if the County shall violate any of the covenants, agreements, or stipulations of this Contract, the City may avail itself of such remedies as cited in 24 CFR 85.43 by giving written notice to the County of such action and specifying the effective date thereof at least 30 days before the effective date of such action. In such event, all finished or unfinished documents, data, studies, and reports prepared by the County under this Contract shall, at the option of the City, become the property of the City and the County shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

Notwithstanding the above, the County shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by the County, and the City may withhold any payments to the County for the purpose of setoff until such time as the exact amount of damages due the City from the County is determined.

- B. **TERMINATION FOR CONVENIENCE.** In accordance with 24 CFR 85.44, the City and County may terminate this contract at any time by mutual written agreement. If the Contract is terminated by the City as provided herein, the County will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the County covered by this Contract less payments of compensation previously made.

- C. **ENFORCEMENT AND REMEDIES.** In the event of termination under section A hereof by the City due to a breach by the County, then the City may complete the work either itself or by agreement with another County, or by a combination thereof. In the event the cost of completing the work exceeds the amount actually paid to the County hereunder plus the remaining unpaid balance of the compensation provided herein, then the County shall pay to the City the amount of excess. Allowable costs shall be determined in accordance with 24 CFR 85.43(c).

The remedies provided to the City and County under sections A and C hereof for a breach by the County shall not be exclusive. The City and County also shall be entitled to any other equitable and legal remedies that are available.

In the event of termination under Section A, the City shall provide the County an opportunity for an administrative appeal.

- D. **CHANGES.** The City or County may, from time to time, request changes in writing in the scope of services or terms and conditions hereunder. Such changes, including any increase or decrease in the amount of the County's compensation, shall be incorporated in written amendments to this contract. Changes to the scope of work, budget line items, timing, reporting, or performance measures may be approved by the Project Manager.

Significant changes to the scope of work, performance measures, or compensation must be approved by ordinance of the City Council.

- E. **NON-DISCRIMINATION.** During the performance of this Contract, the County agrees as follows:

1. The County will comply with the non-discrimination provisions of Title VI of the Civil Rights Act of 1964 (24 CFR 1), Fair Housing Act (24 CFR 100), and Executive Order 11063 (24 CFR 107).
2. The County will comply with prohibitions against discrimination on the basis of age under Section 109 of the Act as well as the Age Discrimination Act of 1975 (24 CFR 146), and the prohibitions against discrimination against otherwise qualified individuals with handicaps under Section 109 as well as section 504 of the Rehabilitation Act of 1973 (24 CFR 8).
3. The County will comply with the equal employment and affirmative action requirements of Executive Order 11246, as amended by Order 12086 (41 CFR 60).
4. The County will undertake efforts to encourage the use of minority and women's business enterprises as stated in Executive Orders 11625, 12432 and 12138.
5. The County will make known that use of the facilities and services is available to all on a non-discriminatory basis.

- F. SECTION 3: The County will comply with the training and employment guidelines of Section 3 of the Housing and Urban Development Act of 1968, as amended (12U.S.C. 1701a), and regulations pursuant thereto (24 CFR Part 135).
- G. ACCESS TO RECORDS. The City, HUD, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, general organizational and administrative information, documents, papers, and records of the County which are directly pertinent to this contract, for the purpose of making audit, examination, excerpts, and transcriptions. All required records must be maintained by the County for three years after the City makes final payments and all other pending matters are closed.
- H. MAINTENANCE OF RECORDS. The County shall maintain records on a current basis to support its billings to the City. The City or its authorized representative shall have the authority to inspect, audit, and copy on reasonable notice and from time to time any records of the County regarding its billings or its work here under. The County shall retain these records for inspection, audit, and copying for 3 years from the date of completion or termination of this contract.
- I. AUDIT OF PAYMENTS. The City, either directly or through a designated representative, may audit the records of the County at any time during the 3 year period established by Section H above.

If an audit discloses that payments to the County were in excess of the amount to which the County was entitled, then the County shall repay the amount of the excess to City.

- J. INDEMNIFICATION. To the extent permitted by the Oregon Tort Claim Act and the Oregon Constitution, the County shall hold harmless, defend, and indemnify the City and the City's officers, agents and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising from the County's work or any subcontractor's work under this contract.
- K. LIABILITY INSURANCE. The County is self-insured as provided by Oregon law.
- L. WORKERS' COMPENSATION INSURANCE.  
(a) The County, its subcontractors, if any, and all employers working under this Agreement are subject employers under the Oregon Workers' compensation law and shall comply with ORS 656.017, which requires them to provide worker's compensation coverage for all their subject workers. A certificate of insurance, or copy thereof, shall be attached to this Agreement as Exhibit 'A', if applicable, and shall be incorporated herein and made a term and part of this Agreement. The County further agrees to maintain workers' compensation insurance coverage for the duration of this Agreement.  
(b) In the event the County's workers' compensation insurance coverage is due to expire during the term of this Agreement, the County agrees to timely renew its

insurance, either as a carrier-insured employer or a self-insured employer as provided by Chapter 656 of the Oregon Revised Statutes, before its expiration, and the County agrees to provide the City of Portland such further certification of workers' compensation insurance as renewals of said insurance occur.

(c) The County agrees to accurately complete the City of Portland's Questionnaire for Workers' Compensation Insurance and Qualification as an Independent County prior to commencing work under this Agreement. Any misrepresentation of information on the Questionnaire by the County shall constitute a breach of this Agreement. In the event of breach pursuant to this subsection, City may terminate the agreement immediately and the notice requirement contained in subsection (C), EARLY TERMINATION OF AGREEMENT, hereof shall not apply.

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

The subcontractor shall be responsible for adhering to all regulations cited within this contract.

- N. INDEPENDENT CONTRACTOR STATUS. The County is engaged as an independent contractor and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder.

The County and its subcontractors and employees are not employees of the City and are not eligible for any benefits through the City, including without limitation, federal social security, health benefits, workers' compensation, unemployment compensation, and retirement benefits.

- O. REPORTING REQUIREMENTS. The County shall report on its activities in a format and by such times as prescribed by the City.

- P. CONFLICTS OF INTEREST. No City officer or employee, during his or her tenure or for one year thereafter, shall have any interest, direct, or indirect, in this contract or the proceeds thereof. No County Board of Commissioners member or employee of the County, during his or her tenure or for one year thereafter, shall have any interest, direct or indirect, in this contract or its proceeds.

No City Officer or employees who participated in the award of this contract shall be employed by the County during the contract.



Q. **CONTRACT ADMINISTRATION.** The County shall comply with the applicable provisions of OMB Circular Nos. A-122, A-21, and A-110.

R. **OREGON LAW AND FORUM.** This contract shall be construed according to the law of the State of Oregon.

Any litigation between the City and the County arising under this contract or out of work performed under this contract shall occur, if in the state courts, in the Multnomah County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.

S. **AVAILABILITY OF FUNDS.** It is understood by all parties to this contract that the funds used to pay for services provided herein are provided to the City through a grant from the U.S. Department of Housing and Urban Development under the Emergency Services Grant program. In the event that funding is reduced, recaptured, or otherwise made unavailable to the City as a result of federal action, the City reserves the right to terminate the contract as provided under Section B hereof, or change the scope of services as provided under Section D hereof.

T. **PROGRAM INCOME/PERSONAL PROPERTY, FUND RAISING.** Program income shall be retained by the County provided that it shall be used only for those activities identified in the Scope of Work, and shall be subject to all provisions of this contract. When there is program income, transfers of CDBG funds to the County shall be adjusted in accordance with 24 CFR 570.504. Any program income on hand when the agreement expires or received after such expiration shall be paid to the City. No ESG fund dollars may be used to cover expenses associated with general agency fund raising activities not directly related to ESG-funded projects.

Contractors who retain and expend program income shall set up a "program income" ledger account and establish procedures and internal controls to assure: collection of all program income, accurate classification of funds to be credited, immediate deposit into the proper bank account, and program income disbursement before requesting additional City funds.

In all cases in which personal property is sold, the proceeds shall be program income, and personal property not needed by the County for ESG activities shall be transferred to the City for the ESG program or shall be retained after compensating the City.

U. **COMPLIANCE WITH LAWS.** In connection with its activities under this contract, the County shall comply with all applicable federal, state, and local laws and regulations.

In the event that the County provides goods or services to the City in the aggregate in excess of \$2,500 per fiscal year, the County agrees it has certified with the City's Equal Employment Opportunity certification process.

V. **MONITORING.** The City through the Bureau of Housing & Community Development shall monitor at least once each year that portion of the County's project funded with Emergency Services Grant Funds. Such monitoring shall ensure that the operation of the project conforms to the provisions of this contract.

W. **EXPIRATION/REVERSION OF ASSETS.** Upon expiration of the homeless project, the County shall transfer to the City any ESG funds on hand at the time of expiration and any accounts receivable attributable to the use of ESG funds. Any real property under the County's control that was acquired or improved in whole or in part with ESG funds in excess of \$25,000 shall be disposed of in a manner which results in the City being reimbursed in the amount of the current fair market value of the property less any portion thereof attributable to expenditures of non-ESG funds for acquisition of, or improvement to, the property. Such reimbursement is not required after a five year period after expiration of the agreement.

The County shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreement) and that all Subcontractors shall certify and disclose accordingly.

X. **RELOCATION AND DISPLACEMENT.** The County agrees to comply with the requirements of 24 CFR 576.80 regarding relocation, displacement and acquisition.

Y. **PROGRAM ACCESS BY THE DISABLED.** The County shall, to the maximum feasible extent, follow the Bureau of Housing & Community Development's guidelines on ensuring interested persons can reasonably obtain information about, and access to, HUD-funded activities.

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

AA. **LABOR STANDARDS.** The County agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours, the Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C 276, 327-333) and all other applicable federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this contract. The County shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City of Portland for review upon request.

The County agrees that, except with respect to the rehabilitation or construction of residential property designed for residential use for less than eight (8) households, all Contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair of any building or work financed in whole or in part with assistance provided under this contract, shall comply with federal requirements

adopted by the City of Portland pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR, Parts 3, 15 and 7 governing the payment of wages and ratio of apprentices and trainees to journeymen; provided, that if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the County of its obligation, if any, to require payment of the higher wage. The County shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph, for such contracts in excess of \$10,000.00.

- BB. FLOOD DISASTER PROTECTION. The County agrees to comply with the requirements of the Flood Disaster Protection Act of 1973 (P.L.-2234) in regard to the sale, lease or other transfer of land acquired, cleared or improved under the terms of this contract, as it may apply to the provisions of this contract.
- CC. LEAD-BASED PAINT. The County agrees that any construction or rehabilitation of residential structure with assistance provided under this contract shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, and in particular Sub-Part B thereof. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants or properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning.
- DD. FUND-RAISING. City-funded dollars may be used to cover expenses directly related to the contracted project. Costs associated with general agency fund-raising activities are not eligible.
- EE. PUBLICITY. Publicity regarding the project shall note participation of the City through the Bureau of Housing & Community Development.
- FF. LOBBYING. No Federal appropriated funds have been paid or will be paid, by or on behalf of the County, 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 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. 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 Federal contract, grant, loan, or cooperative agreement, the County shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The County shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreement) and that all

Subcontractors shall certify and disclose accordingly.

GG. CHURCH-STATE. The County agrees to comply with the applicable provisions of 24 CFR 570.200(j) or 24 CFR 576.22 regarding the use of federal funds by religious organizations.

HH. TRAINING. The Bureau of Housing & Community Development will provide training for Contractors. All Contractors are required to attend general training on City and Federal requirements and other project specific training as appropriate.

I. Period of Agreement

The terms of this Agreement shall be effective as of July 1, 1994 and shall remain in effect during any period the County has control over City funds, including program income. Work by the County shall terminate as of June 30, 1995.

Dated this \_\_\_\_ day of \_\_\_\_\_, 1994.

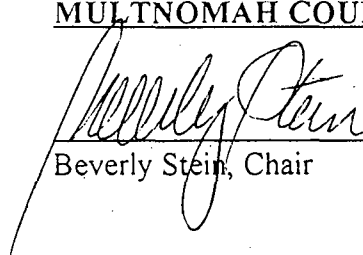
CITY OF PORTLAND

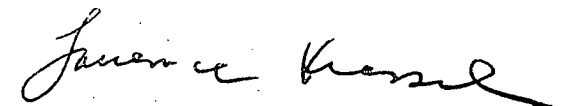
\_\_\_\_\_  
Commissioner Gretchen Kafoury


APPROVED AS TO FORM:

\_\_\_\_\_  
Jeffrey L. Rogers, City Attorney

MULTNOMAH COUNTY

  
\_\_\_\_\_  
Beverly Stein, Chair

  
\_\_\_\_\_  
Laurence Kressel, County Counsel

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # C-10 DATE 12-1-94  
  
\_\_\_\_\_  
BOARD CLERK

✓  
**PLEASE PRINT LEGIBLY!**

**MEETING DATE** 12-1-94

**NAME**

**ADDRESS**

Auriline Pederson  
#11 Oregon Yacht Club  
**STREET**

Hartland  
**CITY**

97202  
**ZIP**

**I WISH TO SPEAK ON AGENDA ITEM NO.** R-1

**SUPPORT** X **OPPOSE** \_\_\_\_\_

**SUBMIT TO BOARD CLERK**

✓ 2

**PLEASE PRINT LEGIBLY!**

**MEETING DATE** Dec 1 94

**NAME** Erika Waaner

**ADDRESS** Mult Co. Health Dept

**STREET**

426 SW Stark, Mezz

**CITY**

**ZIP**

Portland OR 97204

**I WISH TO SPEAK ON AGENDA ITEM NO.** \_\_\_\_\_

**SUPPORT** ☒ Plan **OPPOSE** \_\_\_\_\_

**SUBMIT TO BOARD CLERK**

✓3  
**PLEASE PRINT LEGIBLY!**

**MEETING DATE**

12/1/94

**NAME**

DAM PATTON

**ADDRESS**

Morrison Center

**STREET**

**CITY**

**ZIP**

**I WISH TO SPEAK ~~ON~~ AGENDA ITEM NO.**

**SUPPORT**

**OPPOSE**

**SUBMIT TO BOARD CLERK**

Commission  
Plan  
R-1

✓  
**PLEASE PRINT LEGIBLY!**

**MEETING DATE**

12/1/94

**NAME**

**ADDRESS**

**STREET**

**CITY**

**ZIP**

**I WISH TO SPEAK ON AGENDA ITEM NO.**

**SUPPORT**

**OPPOSE**

**SUBMIT TO BOARD CLERK**

Polci Jaworsky  
2303 E. Puriside

Idy

97214

Benchmark  
child abuse  
R-1



Meeting Date: **DEC 01 1994**

Agenda No.: R-1

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

**AGENDA PLACEMENT FORM**

**SUBJECT:** In the Matter of Approving the Comprehensive Plan Amendment of the Multnomah Commission on Children and Families

**BOARD BRIEFING:** Date Requested: \_\_\_\_\_  
Amount of Time Needed: \_\_\_\_\_

**REGULAR MEETING:** Date Requested: December 1, 1994  
Amount of Time Needed: 15 minutes

**DEPARTMENT:** Nondepartmental

**DIVISION:** \_\_\_\_\_

**CONTACT:** Helen Richardson

**TELEPHONE:** 248-3982

**BLDG/ROOM:** 106/1410

**PERSON(S) MAKING PRESENTATION:** Helen Richardson, Jim Clay, Carol Wire

**ACTION REQUESTED:**

☐ INFORMATIONAL ONLY    ☐ POLICY DIRECTION    ☒ APPROVAL    ☐ OTHER

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

The Multnomah Commission on Children and Families' amendment to its Comprehensive Plan will be presented with a request for Board approval. The current status of the plan; decisions made, including preliminary directions for resource allocation will be discussed. Next steps in the process will also be addressed.

**SIGNATURES REQUIRED:**

**ELECTED OFFICIAL:** \_\_\_\_\_

**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.*

*Copy of Resolution 94-228 sent to Helen Richardson  
on 12-2-94*

1994 NOV 22 AM 11:23  
MULTNOMAH COUNTY  
CLERK'S OFFICE

1994 NOV 22 AM 11:23  
MULTNOMAH COUNTY  
CLERK'S OFFICE

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Helen Richardson

TODAY'S DATE: Nov. 22, 1994

REQUESTED PLACEMENT DATE: December 1, 1994

RE: Resolution in the Matter of Approving the Ammendment to the Comprehensive Plan of the Multnomah Commission on Children and Families

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This memo is submitted in compliance with the requirement for agenda item briefing/staff report supplement.

I. Recommendation/Action Requested:

Adopt Resolution

II. Background/Analysis:

The text of the Resolution provides background and the Comprehensive Plan contains the analysis.

III. Financial Impact: This document contains a very preliminary estimate of the percent of Oregon State Commission on Children and Families funds that will be allocated to chosen benchmarks and to general strategies to achieve those benchmarks. More specific identification of expenditures as well as exact amount of funds will become available next year during and following the legislative session.

IV. Legal Issues: None identified.

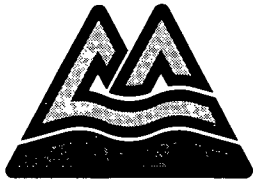
V. Controversial Issues: Transfer of services and/or resources from CSD to local control, particularly the possible transfer of foster care. At present, the MCCF wishes to continue to explore transfer as an option.

VI. Link to Current County Policies: This amendment to the Comprehensive Plan establishes benchmarks for Multnomah County's

children and families that are consistent with County Benchmarks and Oregon Commission on Children and Families Benchmarks.

VII. Citizen Participation: The MCCF is made up entirely of citizens. Please see the attached Plan amendment for a detailed description of community participation from July through November.

VIII. Other Government Participation: N/A




# MULTNOMAH COUNTY OREGON

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MULTNOMAH COMMISSION ON CHILDREN AND FAMILIES  
ROOM 1410, PORTLAND BUILDING  
1120 SW FIFTH AVENUE  
PORTLAND, OR 97204  
PHONE (503) 248-3897 FAX: (503) 248-3093  
COUNTY INFORMATION TDD (503) 248-5040

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TO: Board of County Commissioners

FROM:  Helen Richardson, Director  
Multnomah Commission on Children and Families

DATE: November 22, 1994

SUBJECT: Plan Update

We are pleased to present to you our Comprehensive Plan Amendment which represents the work of many community members, providers, commissioners, businesses, funders, planners and customers. This amendment updates the preliminary plan approved by the Board of County Commissioners and the Multnomah Commission on Children and Families at the end of July.

Since July, the Commission has engaged in an intensive planning process to identify the directions and activities which will lead toward success in achieving the benchmarks. In the attached document, you will see that we have set directions, described activities, identified common themes that have emerged, updated our community mapping process, developed further our commitment to diversity and framed our most current thinking on service and resource transfer.

The plan amendment also outlines policy issues suggested by the planning teams. The Multnomah Commission on Children and Families will consider these policy recommendations in the upcoming months.

The comprehensive planning process has provided the Commission with an opportunity to build relationships throughout the community. We look forward to supporting the plan as the framework for exciting change for the children and families of Multnomah County.

**MULTNOMAH COMMISSION ON CHILDREN AND FAMILIES  
BASE PLAN AMENDMENT, DECEMBER, 1994**

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**THE COMMISSION'S WORK, JULY - NOVEMBER 1994**

Following submission of the Comprehensive Plan in July, the Multnomah Commission on Children and Families convened ten planning teams around four benchmarks clusters to develop more thorough plans for attaining our chosen outcomes. Those four clusters are:

**EARLY CHILDHOOD**

- Meet developmental standards by kindergarten
- Increase quality child care
- Reduce drug-affected babies
- Increase prenatal care

**PREVENTING VIOLENCE, ABUSE AND NEGLECT**

- Reduce child abuse and neglect
- Reduce domestic violence
- Reduce violence by and against children and youth
- Reduce the rate of teen pregnancy

**CAPABLE ADULTS AND FAMILIES**

- Reduce number of families living in poverty
- Increase safe, stable housing
- Increase number of families able to care for their own children
- Increase high school graduation

**JUVENILE JUSTICE/CHILD WELFARE**

- Reduce Minority over-representation
- Reduce juvenile crime
- Reduce adolescents' alcohol, drug and tobacco use

Each planning team was chaired by one or two MCCF Commissioners and staffed by county personnel donated by the Office of District Attorney, the Library Department, the Health Department, the Juvenile Justice Division and the Community and Family Services Division. The MCCF appreciates the generosity and competent work of these individuals and their department heads, without whom this work would not have been possible. Membership on the teams included service providers, service recipients, experts, business people and other interested citizens.

The planning teams identified for each benchmark the ideal spectrum of services and supports envisioned in a well community, the existing systems of services and the gaps, those services and supports that are missing. The teams recommended how best to proceed in order to achieve changes in the benchmarks, including prioritizing the gaps they identified. Their reports were forwarded to the MCCF for consideration.

As the reports were reviewed, some common themes began to emerge. Most teams were calling for us to look at:

- Relevant and appropriate services and supports for diverse populations, including ethnic, cultural and sexual minorities
- Gender specific services, and equitable distribution of resources
- The impact of alcohol and other drug abuse
- Mental health services and supports
- Systems coordination (including common information systems in most cases)
- Parent development and child development
- Evaluation of service and support effectiveness
- On-going involvement with a significant adult
- The important role of the media in creating attitudes and suggestions for change
- Individualized, wrap-around, community-based approaches
- Involving the whole family

The MCCF held six community meetings, one in each service district, at which the public was invited to provide feedback about the recommendations. A public hearing for more formalized testimony was also held.

In early November, Commissioners met for a day long planning session at which they received a summary of public input, reviewed summaries of each plan in detail and decided which recommendations they wished to accept. Because of the large number of objectives and activities to review and the shortness of the time available, Commissioners decided to set aside policy recommendations for consideration at a later date. (See Appendix: Policy Considerations.) Although they began to discuss their priorities, they did not reach a satisfactory conclusion. A subsequent meeting resulted in the acknowledgment that the MCCF needs more time to decide how they wish to go about making the paradigm shift toward wellness and what their priorities are as a group. They decided, as an interim measure, to divide their resources approximately equally among the four benchmark clusters until they had further opportunity to make more thoroughly considered decisions. And they directed staff to complete the plan amendment accordingly.

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## **RESOURCES ALLOCATION**

Using current funding as a guide, staff approximated percentages of resources that would go to each cluster and then to each benchmark (see Benchmark Spreadsheets for percentages.) Staff also generated a list of broad directions based on the accepted objectives and activities, and their sense of the MCCF's discussions. Finally, staff estimated a percentage of resources that would go to each direction. The MCCF's Executive Committee reviewed the work before it was submitted. The following listing shows the percentages per direction:

<i>Est. % of resources</i>	<i>DIRECTIONS</i>
22%	Neighborhood-based Services
18%	Comprehensive, Wrap-Around, Family-Centered Services
08%	Targeted Services
19%	Diversity-Inclusiveness
15%	Healthy Beginnings
01%	Community Development
02%	Services Improvement
15%	Systems Improvement

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### **BLENDING COMMUNITY MAPPING RESULTS WITH SYSTEM ANALYSIS**

The six Community Strengths meetings that were held in April yielded a vast amount of information that Portland State University staff analyzed and formatted. Interesting variations from district to district were discovered. In order to develop a coherent picture of all of Multnomah County's resources and gaps, the Community Strengths results should be integrated with the planning teams' findings. Furthermore, a number of efforts are underway by various groups to catalogue Multnomah County's extensive resources. We will continue to work together with Portland State University staff and those other groups to accomplish our desired results. In the meantime, the planning teams' work and the results of the Community Strengths meetings will be used to inform MCCF decisions.

---

### **DIVERSITY**

The MCCF has defined diversity as applying to:

*"actual or perceived race, national origin, cultural heritage,  
familial status, age, gender, sexual orientation, religion, disability,  
linguistic diversity or socio-economic status."*

The MCCF has selected core values which support diversity and multi-culturalism. The MCCF has declared that "we value and embrace the diversity of the children, youth and families in our community, and the cultural wealth that enriches us all," and "we value equal opportunity, equal access, social justice and support for individual freedom."

The Commission has intensified its efforts to bring diversity into our process. As the MCCF convened benchmark planning teams, invitations to participate in the teams went to a broad segment of the population. Planning teams were instructed to ensure that all interested and affected parties were at the respective tables and were encouraged to actively seek representation from members of diverse populations. While records of the ethnicity of planning team members

were not kept, that every team integrated issues of diversity into their reports attests to some success in this arena.

In preparation for community meetings in October to request feedback on the planning teams' recommendations, the MCCF asked for help in bringing people of color to the meetings. Several organizations represent different populations of color agreed to be of assistance. The MCCF is attending to its own knowledge about diversity. An initial presentation about this topic was made at an October MCCF meeting and an MCCF committee is exploring the best use of diversity training funds in Multnomah County.

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### **RESOURCES/SERVICE TRANSFER**

The Multnomah Commission on Children and Families continues to explore the area of service and resource transfer. With the goal of lowering this county's out-of-home placement rate, Multnomah County seeks state and/or federal funding to complete the continuum of wrap-around, community-based family services to assure a comprehensive child welfare system which is directed toward family support and prevention of the entry of the child into the child welfare system.

The Commission will continue its study of transferring services geared to family support and preservation and looks favorably on the transfer of services currently contracted out by Children's Services Division. At this time, there is no request for transfer of foster care, but with adequate funding, the Commission intends to explore the following options:

- Employ cross system consultants to analyze the child welfare system in Multnomah County and counsel the county on promising directions, structure and implementation of services; and
- Utilize resources for wrap-around services intended to prevent a child's entry into substitute care.

It is the intent of the Commission to work with all parties to implement a planned, systemic program to keep families together whenever possible, to adopt creative options for foster care and to embrace funding and service strategies which keep the individual needs of children and their families at the core of the system.

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### **BENCHMARK WAIVER**

The Oregon Commission on Children and Families has asked local commissions to apply for a waiver, should they choose not to adopt all the state benchmarks. The Multnomah Commission on Children and Families requests such a waiver for the child care benchmark. Instead of adopting the statewide benchmark seeking to increase the *amount* of child care, we have adopted, and request approval for, a slightly revised benchmark seeking to *increase the number of child care providers meeting quality standards*, believing that quality supersedes quantity.



A P P E N D I X  
**POLICY CONSIDERATIONS**  
*by benchmark*

*Proposed to the Multnomah Commission on Children and Families  
by Planning Teams, October 1994*

***BENCHMARK: EARLY CHILDHOOD EDUCATION***

1. Consider policy requiring all new businesses and programs to provide a child and family impact study
2. Consider policy which supports the development and implementation of a transition plan for every child as she/he moves from home to child care or preschool to school
3. Consider stricter regulation and higher standards for child care providers along with adequate compensation
4. Consider a policy calling for universal screening at birth and throughout early childhood
5. Consider a policy requiring all individuals who provide care to children with the support of public funding, to complete child safety and development training

***BENCHMARK: INCREASE QUALITY CHILD CARE***

1. Consider dedicating a portion of the county business tax to constructing new, or remodeling existing, child care environments

***BENCHMARK: REDUCE THE NUMBER OF BABIES BORN DRUG AFFECTED***

1. Consider a policy calling for smoke free treatment services
2. Consider a policy which eliminates categorical funding, allowing alcohol/other drug funds to buy child care and other family supports
3. Address confidentiality issues that serve as barriers to coordinated care
4. Consider policies to improve the transition between treatment phases
5. Consider a policy banning TV alcohol advertising.
6. Consider supporting laws restricting teens' access to tobacco products
7. Consider a policy calling on health care providers to include smoking cessation interventions as part of primary health care

***BENCHMARK: INCREASE PRENATAL CARE***

1. Consider advocating for the state to increase Medicaid eligibility for pregnant women to 185%, maximum allowed by federal law
2. Consider expanding Medicaid outreach efforts, including returning to use of outstationed, community based eligibility process
3. Consider encouraging employer policies which allow women to use paid sick time to attend prenatal visits

***BENCHMARK: REDUCE CHILD ABUSE AND NEGLECT***

1. Consider a policy defining the circumstance of a child living in a home experiencing domestic violence as being child abuse
2. Consider advocating for adequate legal protection for children
3. Consider advocating for children's rights and safety in domestic relations and in custody cases in family court proceedings
4. Consider policy supporting universal hospitals' screening

***BENCHMARK: REDUCE DOMESTIC VIOLENCE WITHIN FAMILIES***

1. Consider policies strengthening restraining orders
2. Consider recommending legislation to increase the severity of repeated Domestic Violence Assault IV offenses
3. Consider policy of removing the abuser, not the abused, from the home

***BENCHMARK: REDUCE VIOLENCE BY AND AGAINST CHILDREN AND YOUTH***

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1. Consider policy around balancing intervention and prevention services, and recognize the importance of rehabilitating individuals with severe problems while recognizing that rehabilitation is not always possible; and that it is often more expensive than prevention in terms of net improvement in the community's quality of life.
2. Consider creating a policy focus on the problem of violence and provide clear political, technical, grass-roots leadership to reduce violence
3. Consider policy calling for a balance between investing in appropriate community/economic development and providing social/intervention services
4. Consider a policy of encouraging cooperation and collaboration among service providers by providing increased funding as an incentive

***BENCHMARK: REDUCE THE RATE OF TEEN PREGNANCY***

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1. Consider policy calling for increased social, economic and legal responsibility for males who impregnate
2. Consider advocating for a quality, comprehensive sex education curriculum in K-12

***BENCHMARK: REDUCE THE NUMBER OF FAMILIES LIVING IN POVERTY***

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1. Consider advocating for welfare reform policies through participation on the Welfare Reform Study Group
2. Consider meeting with Oregon's congressional delegation to secure support for constructive Welfare reform policies

***BENCHMARK: INCREASE SAFE, STABLE HOUSING***

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1. Consider joining regional advocacy efforts aimed at influencing Metro's 2040 planning process to include affordable housing for families
2. Consider supporting the Housing and Community Development Commission's (HCDC) policy on family housing

***BENCHMARK: INCREASE FAMILIES CARING FOR THEIR OWN CHILDREN***

---

1. Consider developing a priority system in service delivery for families which assures highest priority to children in substitute care or at risk of entering out of home placement.
2. Consider developing a system of decategorized funding to provide individualized services to the families seen by the Family Teams.
3. Consider advocating in schools to assure the retention of school counselors.
4. Consider advocating for policy requiring and funding extended hour availability of child welfare staff to respond with law enforcement to family crises.
5. Consider advocating for support which will assure that CSD caseloads meet Child Welfare League of America standards.
6. Consider establishing and building community support for a policy which assures that decisions about a child's placement are made by a skilled team committed to shared decision-making
7. Consider advocating for laws which create incentives for self sufficiency

***BENCHMARK: INCREASE YOUTH GRADUATING FROM HIGH SCHOOL***

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1. Consider advocating for legislation counting GED recipients as graduates, not dropouts
2. Consider supporting legislation that addresses 2nd language learning
3. Consider the teaching of content areas in home languages

***BENCHMARK: REDUCE MINORITY OVER-REPRESENTATION IN JUVENILE JUSTICE /CHILD WELFARE SYSTEMS***

---

1. none

**BENCHMARK: REDUCE JUVENILE CRIME**

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1. Consider writing a policy specifically requiring all services and supports to be culturally relevant, gender specific, and appropriate for diverse populations, including ethnic, cultural and sexual minorities
2. Study the establishment at the county or state level of a Juvenile Psychiatric Security Review Board to oversee the placement and monitor the activities of youth who are serious offenders and who have serious mental health issues, but who do not fit into the programs available through the Juvenile Justice System

**BENCHMARK: REDUCE ADOLESCENTS' USE OF TOBACCO, ALCOHOL, OTHER DRUGS**

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1. Consider the MCCF and Board of County Commissioners adopting a resolution strongly opposing the legalization of drugs
2. Consider working with employers of youth to develop and implement drug and alcohol free workplace policies
3. Consider MCCF recommending to Board of County Commissioners:
  - More resources for enforcing laws related to the sale of tobacco products to minors, paid for with additional taxes on tobacco sales
  - County policy prohibiting alcohol/tobacco products advertisements on County owned property
  - County Public Health Officer to declare tobacco, alcohol, other drugs a public health hazard for pregnant women, minors, others
4. Consider a policy in county school districts requiring parent education on alcohol and other drug use, prior to students' enrollment
5. Consider asking County Public Health Officer to recommend implementation of programs proven effective in reducing tobacco use among adolescents after reviewing strategies, policies, outcomes in other areas
6. Consider revising current funding policies; allow programs to offer services for the immediate, on-demand needs of teens, and preteens
7. Consider eliminating or reducing the restrictions created by categorical funding, by focusing on outcomes rather than just service areas

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Approving the Amend-  
ment to the Comprehensive Plan of the )  
Multnomah Commission on Children )  
and Families for FY 1995-97 )

RESOLUTION  
94-228

WHEREAS, the Multnomah Commission on Children and Families has developed and approved a comprehensive plan for the children and families of Multnomah County, and

WHEREAS, the Board of County Commissioners approved the comprehensive plan, and

WHEREAS, the Multnomah Commission on Children and Families has amended the comprehensive plan, and

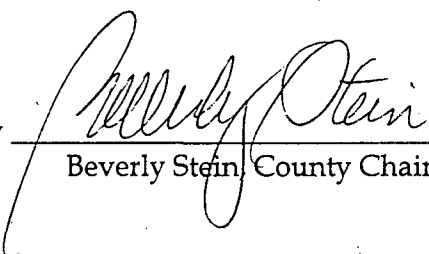
WHEREAS, the State of Oregon Commission on Children and Families will review for approval the Multnomah Commission on Children and Families amendment to the comprehensive plan, and

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Multnomah County hereby approves the amended Comprehensive Plan for the Period of July 1, 1995 to June 30, 1997 and authorized its official submission by the County Chair.

ADOPTED this 1st day of December, 1994.

MULTNOMAH COUNTY, OREGON

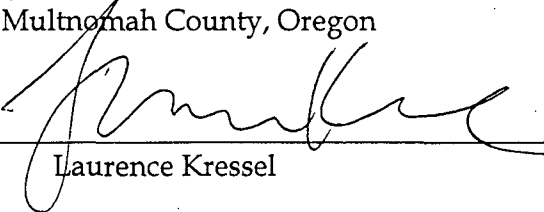
By

  
Beverly Stein, County Chair

REVIEWED:

LAURENCE KRESSEL, COUNTY COUNSEL  
for Multnomah County, Oregon

By

  
Laurence Kressel

*Multnomah Commission on Children and Families*

Pauline Anderson, Chair  
Helen Richardson, Director

*Comprehensive Plan  
for Achieving 15 Key Benchmarks*

amended December 1, 1994

## Benchmark: Early Childhood Education

BENCHMARK ALLOCATION: 20% of available funds

### POTENTIAL PARTNERS:

*Some of the organizations that we may work with*

### SITUATION ANALYSIS/COMMUNITY FINDINGS:

*What we know about the way things are now, and how people in the community are responding*

The organizations listed below are considered to be examples of community partners. We recognize that many more names may be added to this list.

A partial list of public partners includes the following:

- City of Portland
- Community Colleges
- Elected officials (federal, state, local)
- Employment Department:
- The Child Care Division (CCD)
- Child Care Resource & Referral
- Four year colleges
- Health & Human Services
- Multnomah County ESD
- Multnomah County Health Department
- Multnomah County Libraries
- Public School systems
- State of Oregon Adult and Family Services Division
- State of Oregon Children's Services Division (CSD)
- State of Oregon Department of Education

A partial list of private partners includes the following:

- Association for Portland Progress
- Chamber of Commerce
- Corporations
- Foundations
- Hospitals
- Media - print & broadcast
- Non-profit organizations
- Professional organizations
- Service organizations
- Volunteer Center

Early childhood care and education (readiness to learn) is emerging as a national priority, being the first of six national educational goals, as a state priority under the leadership of the Oregon Commission on Children and Families, and as a local priority under the leadership of Multnomah County Chair, Beverly Stein. As our communities seek root causes for youth violence, an ill prepared workforce and family dysfunction, research clearly points to the earliest years as critically formative and predictive of success.

There is agreement, and substantive evaluation, of effective systems which support children and families from the earliest age. The Carnegie Foundation Report "Ready To learn" by Ernest Boyer cites seven conditions necessary for children to be ready to enter school:

1. A healthy start
2. A language rich environment with caring, empowered parents
3. Quality early care and education, including preschools and child care
4. A responsive, family-friendly workplace for parents
5. Responsible, nonviolent and educational TV programming on all major networks
6. Safe, supportive neighborhoods where learning can take place
7. A society where there is a web of supports for families and greater inter-generational connections

Compelling research on the long term benefits of early childhood care and education and family support, new targeted federal moneys, and the statewide reallocation of social services block grant offer rationale for prioritizing this field of service.

In striving for the achievement of this benchmark particular care must be taken to protect the rights of individuals and families. Creating a wellness philosophy within the county for every child, requires recognition of the family's strengths and belief system. Respect and support must be given to individual and cultural differences, recognizing the family's rights to choice.

The definition and interpretation of terms used in early childhood care and education often elicits controversy. Curriculum, Ready To Learn, and even the phrase care and education itself invokes differing opinions. Public perception of these terms is of even greater concern.

Controversy continues over the importance of children and the necessity of parent education and support. While public concern and interest is expressed, economic and political decisions are made that actually impede the healthy development of children and do not support the integrity of the family.

The categorization of children into specific age groups precludes the development of a comprehensive continuum of services. A full spectrum of child care and related services is needed to reach older school age children.

## Benchmark: Early Childhood Education

(continued)

### OBJECTIVES:

*The directions we plan to take to lead us toward the benchmark*

#### OBJECTIVE 1

Establish Multnomah County in a key leadership role in the field of early childhood development, responsible for improving communication, coordination and collaboration among all players, and increasing the visibility of children and families and the professionals who serve them

#### OBJECTIVE 2

Assure every child a healthy start in life by providing an array of neighborhood-based services and supports for young children and their families

#### OBJECTIVE 3

Assure the availability of quality parenting education for families of young children

### ACTIVITIES:

*The things we propose to do, and the tools we propose to use, categorized as "direct service," "system development," "policy," or "other" activities*

#### DIRECT SERVICE ACTIVITIES FOR OBJECTIVE 1

1. Fund/evaluate the delivery of parent education and support at every possible community touch point

#### SYSTEM DEVELOPMENT ACTIVITIES FOR OBJECTIVE 1

1. Establish a vehicle for achieving this objective, such as the Multnomah County Office of Early Childhood Care and Education, insuring collaboration and integration
2. Establish a community advisory board to the Office with members reflecting the diversity within the early childhood community
3. Coordinate continuing community awareness and education about what children need to be successful in school
4. Educate businesses on the value of a family friendly workplace

#### POLICY RELATED ACTIVITIES FOR OBJECTIVE 1

(see appendix titled: "Policy Considerations")

#### DIRECT SERVICE ACTIVITIES FOR OBJECTIVE 2

1. Implement and expand programs based on the Healthy Start model
2. Assure regular, timely screenings to evaluate the child's physical well being, cognitive, social, emotional, language, literacy, fine and gross motor development
3. Make immunizations available to all children prior to kindergarten
4. Provide direct services to parents and families in need of medical and mental health care, parent education, emotional support and economic stability

#### SYSTEM DEVELOPMENT ACTIVITIES FOR OBJECTIVE 2

1. Establish multiple neighborhood-focused Parent Child Development Services at each Family Center
2. Establish neighborhood advisory boards to the Family Centers, to design services to meet the unique needs of children and families within that neighborhood
3. Collaborate with and support the State of Oregon's benchmark goal of 100% enrollment of children eligible for Head Start
4. Expand providers' awareness of developmentally appropriate practices

#### POLICY RELATED ACTIVITIES FOR OBJECTIVE 2

(see appendix titled: "Policy Considerations")

#### OTHER ACTIVITIES FOR OBJECTIVE 2

1. Expand parents' awareness of developmentally appropriate practices
2. Expand parents' ability to locate/evaluate quality child care services

#### DIRECT SERVICE ACTIVITIES FOR OBJECTIVE 3

1. Expand parent education and support services which include home visits from parent educators and community health nurses

#### SYSTEM DEVELOPMENT ACTIVITIES FOR OBJECTIVE 3

1. Establish neighborhood-focused Parent Child Development Services at each Family Center
2. Support system changes conducive to the delivery of parent education and support at every possible community touch point

## Benchmark: Increase Quality Child Care

BENCHMARK ALLOCATION: 4% of available funds

### POTENTIAL PARTNERS:

*Some of the organizations that we may work with*

### SITUATION ANALYSIS/COMMUNITY FINDINGS:

*What we know about the way things are now, and how people in the community are responding*

The organizations listed below are considered to be examples of community partners. We recognize that many more names may be added to this list.

A partial list of public partners includes the following:

- City of Portland
- Colleges-four year
- Community Colleges
- Elected officials (federal, state, local)
- Employment Department:
- The Child Care Division-CCD Certification
- Child Care Resource & Referral
- Health & Human Services
- Multnomah County ESD
- Multnomah County Health Department
- Multnomah County Libraries
- Public School systems
- State of Oregon Adult and Family Services Division
- State of Oregon Children's Services Division (CSD)
- State of Oregon Department of Education

A partial list of private partners includes the following:

- Association for Portland Progress
- Chamber of Commerce
- Corporations
- Foundations
- Hospitals
- Media - print & broadcast
- Non-profit organizations
- Professional organizations
- Service organizations
- Volunteer Center

Developmentally appropriate child care is an economic development issues as well as a family issue.

Child care is impacted by 3 concerns:

- Accessibility
- Affordability
- Quality

Since this benchmark seeks to increase the number of child care providers meeting quality standards, it is significant to note that child care quality is impacted by:

- The setting of high and consistent standards
- Provider training and technical assistance
- Implementation of developmentally appropriate practices
- Provider compensation
- A system of monitoring compliance with established standards

Child care providers are often a child's first teacher out of the home, and play a vital role in a child's early development and education. Their capacity for providing healthy, developmentally appropriate and safe care is essential.

Child care providers are among the lowest paid workers in the chronically underpaid field of human services. Many child care workers live below the poverty line and qualify for public assistance. Few have medical insurance or other benefits.

Only recently (7/94) family (home) child care became subject to registration with the State. 80% of child care in Oregon is provided in a home.

Staff turnover, most often due to low wages and benefits, undermines efforts to achieve quality standards.

Baseline data is not available to assess issues of quality (i.e. "group size" currently existing in child care programs).

To coordinate the achievement of this benchmark with other closely related efforts, we need to recognize school age child care as separate from but related to the issues involved in early childhood care and education.

There is a growing need for additional child care slots and the availability of Head Start slots for every eligible child.

Child care resources for parents in treatment programs are not adequately developed.

State subsidy practices undermine the efforts which seek to achieve compensation for full cost of care.



## Benchmark: Increase Quality Child Care

(continued)

### OBJECTIVES:

*The directions we plan to take to lead us toward the benchmark*

#### OBJECTIVE 1

Implement and expand the many projects already developed in the Child Care Development block Grant Plan

#### OBJECTIVE 2

Establish Multnomah County in a key leadership role in the field of early childhood development, responsible for improving communication, coordination and collaboration among all players, and increasing the visibility of children and families and the professionals who serve them

### ACTIVITIES:

*The things we propose to do, and the tools we propose to use, categorized as "direct service," "system development," "policy," or "other" activities*

#### SYSTEM DEVELOPMENT ACTIVITIES FOR OBJECTIVE 1

1. Fund/evaluate the maintenance and expansion of the Child Care Resource and Referral Resource Team
2. Fund/evaluate the maintenance and expansion of the Resource Fund
3. Fund/evaluate the maintenance and expansion of the Loan Fund
4. Fund/evaluate the maintenance and expansion of the Child Care Center/Family Provider Network

#### DIRECT SERVICE ACTIVITIES FOR OBJECTIVE 2

1. Fund/evaluate the Emergency Scholarship Fund

#### SYSTEM DEVELOPMENT ACTIVITIES FOR OBJECTIVE 2

1. Establish a vehicle for achieving this objective, such as the Multnomah County Office of Early Childhood Care and Education, insuring collaboration and integration
2. Advocate for an increase in the overall wages and benefits for workers within the child care system who are employed by providers meeting quality standards
3. Integrate Oregon Childhood Care and Education Career Development Plan into Multnomah County
4. Develop, implement and support a regulatory system within Multnomah County that establishes high and consistent standards for child care
5. Develop additional sources for child care subsidies
6. Advocate with the State for higher and more consistent standards for child care
7. Re-establish the Child Care Council as an advisory board
8. Establish a linkage between child care providers and available support systems
9. Create a comprehensive database of child care programs and support services, including information on quality indicators
10. Increase providers abilities to meet quality standards and to conduct their services in a businesslike and profitable manner
11. Expand awareness of developmentally appropriate practices among providers
12. Increase accessibility to and availability of trainings, particularly on diversity and gender issues

#### POLICY RELATED ACTIVITIES FOR OBJECTIVE 2

(see appendix titled: "Policy Considerations")

#### OTHER ACTIVITIES FOR OBJECTIVE 2

1. Expand parents' abilities to locate and evaluate quality child care services
2. Increase community awareness of child care as an economic development issue, affecting the quality and availability of the workforce in the area
3. Increase the overall supply of child care particularly in areas of school age and infant/toddler child care
4. Expand awareness of developmentally appropriate practices among parents

## **Benchmark: Reduce the Number of Babies Born Drug Affected**

BENCHMARK ALLOCATION: 1% of available funds

### **POTENTIAL PARTNERS:**

*Some of the organizations that we  
may work with*

### **SITUATION ANALYSIS/COMMUNITY FINDINGS:**

*What we know about the way things are now, and how people in the  
community are responding*

- Multnomah County Alcohol and Drug Program Office, including the Target Cities program
- Current alcohol & drug treatment service providers in Multnomah County
- Current programs focusing on perinatal substance use, including:
  - Project Network
  - ADAPT
  - SAFE
- Multnomah County Health Department Field Services
- Major health care systems, including:
  - Kaiser
  - OHSU
  - Legacy
  - Multnomah County Health Department
  - Sisters of Providence
  - Portland Adventist

Drug-affected babies result from pregnancy of an alcohol and/or drug abusing or addicted women, or from use of tobacco during pregnancy. Reduction of drug-affected babies is, therefore, tied to reduction of chemical abuse among women of child-bearing age.

Within the past 8 years, educational campaigns have increased public awareness of the dangers of drug use during pregnancy. Also, advocacy for the special addiction treatment issues pertaining to pregnant women, and women with children, has resulted in increased availability of specialized treatment services.

Some child-care programs have been made available to women in treatment, with some targeted outreach to ethnic and cultural populations at increased risk.

Treatment on demand is not available.

Current reporting systems under-identify use of drugs and alcohol. A research study is under way in Oregon to determine the prevalence of drug use during pregnancy, testing for THC, barbiturate, cocaine, opiate, methamphetamine. About 24% of pregnant women report smoking during their pregnancy.

A high percent of chemically dependent women were sexually abused as children, and often have experienced other violence in their lives. This means the service system needs to have comprehensive strategies including treatment, mental health services, family treatment, parenting education, basic skills training and community support.

## **Benchmark: Reduce the Number of Babies Born Drug Affected**

(continued)

### **OBJECTIVES:**

*The directions we plan to take to lead us toward the benchmark*

#### **OBJECTIVE 1**

Assure that pregnant, substance using women receive early referrals to supportive services

#### **OBJECTIVE 2**

Increase availability of comprehensive services, tailored to needs of each client, including both residential and outpatient services, and expand recovery support services

#### **OBJECTIVE 3**

Build on and expand existing strategies to reduce substance use

### **ACTIVITIES:**

*The things we propose to do, and the tools we propose to use, categorized as "direct service," "system development," "policy," or "other" activities*

#### **DIRECT SERVICE ACTIVITIES FOR OBJECTIVE 1**

1. Make customer education on substance use issues and resources available to all customers at prenatal visits
2. Make smoking cessation interventions part of prenatal care

#### **SYSTEM DEVELOPMENT ACTIVITIES FOR OBJECTIVE 1**

1. Develop an easy and immediate/crisis access link between provider assessment and treatment services
2. Expand prenatal outreach strategies to assure expanded early identification of pregnancies and access to care
3. Increase the number of health care providers, and others, who provide early needs assessment and early referral
4. Expand health care provider education (basic, continuing) on substance use and how to do screening/assessment

#### **OTHER ACTIVITIES FOR OBJECTIVE 1**

1. Create standard of care on screening & intervention through professional organizations

#### **DIRECT SERVICE ACTIVITIES FOR OBJECTIVE 2**

1. Develop more beds for children of all ages, and for longer care, for pregnant women in residential treatment
2. Develop child care and transportation assistance for pregnant women in outpatient treatment
3. Develop the Family Centers to serve as women's centers for basic life skills, exercise, health information and support
4. Fund/evaluate programs that prevent child/adolescent HIV infections and other sexually transmitted diseases, targeting populations at increased risk

#### **SYSTEM DEVELOPMENT ACTIVITIES FOR OBJECTIVE 2**

1. Improve coordination between prenatal and treatment providers
2. Expand the availability of culturally appropriate treatment services
3. Sensitize alcohol/other drug treatment programs, and other programs, to the need for comprehensive services, including components such as child care, family treatment, mental health, domestic violence
4. Need to create models of 'community' of support, through natural communities that are culturally appropriate
5. Create a consistent, system-wide case management model (not agency specific) following women and children throughout treatment and recovery

#### **POLICY RELATED ACTIVITIES FOR OBJECTIVE 2**

*(see appendix titled: "Policy Considerations")*

#### **OTHER ACTIVITIES FOR OBJECTIVE 2**

1. Support efforts to expand increased affordable, safe, decent housing

#### **SYSTEM DEVELOPMENT ACTIVITIES FOR OBJECTIVE 3**

1. Support the recommendations of the adolescent A&D prevention plan
2. Support a comprehensive, age appropriate K-12 substance use education, including effects of substance use on pregnancy in higher grades
3. Discourage media's glamorizing the use of alcohol and tobacco

#### **POLICY RELATED ACTIVITIES FOR OBJECTIVE 3**

*(see appendix titled: "Policy Considerations")*

## **Benchmark: Increase Prenatal Care**

BENCHMARK ALLOCATION: 2% of available funds

### **POTENTIAL PARTNERS:**

*Some of the organizations that we  
may work with*

### **SITUATION ANALYSIS/COMMUNITY FINDINGS:**

*What we know about the way things are now, and how people in the  
community are responding*

- Oregon Health Division media campaign on need for prenatal care.
- Oregon Health Systems in Collaboration-partner with Oregon Health Division for media campaign and incentive coupon project.
- Black United Fund
- March of Dimes
- Major health care systems:
  - Kaiser
  - OHSU
  - Legacy
  - Health Department
  - Sisters of Providence
  - Portland Adventist
- Current community providers:
  - NARA/NW
  - Neighborhood Health Clinic
  - Outside-In
  - Center for Maternity & Family Support

Approximately one fourth of all pregnant women in Multnomah County in the last several years have not received adequate prenatal care. This has remained consistent over time. Three main factors limit access to adequate prenatal care:

1. Limited financial access.  
Although the ability of women to access care has improved somewhat in the last 3 years due to Medicaid changes (allowing eligibility to women at 133% of federal poverty limits) and the Oregon Health Plan, there is still a gap in economic access for low income women who are "not poor enough" to be on welfare, but who don't earn enough to be able to purchase adequate service.
2. Not understanding the importance of care.  
Many people don't realize how important quality prenatal care is, and why, and how and where to get it.
3. Prenatal care that doesn't meet the clients need.  
Care is often not culturally appropriate. The information given or procedures done may not be understood, explained, or fit the client's situation. Additionally, people affected by alcohol and other drugs may be uncomfortable seeking care at the very time it's most important.

## Benchmark: Increase Prenatal Care

(continued)

### OBJECTIVES:

*The directions we plan to take to lead us toward the benchmark*

#### OBJECTIVE 1

Implement strategies which encourage the early identification of pregnancy; which promote the importance of prenatal care; and which educate on the availability of community resources

#### OBJECTIVE 2

Reduce existing barriers to accessing prenatal care

### ACTIVITIES:

*The things we propose to do, and the tools we propose to use, categorized as "direct service," "system development," "policy," or "other" activities*

#### SYSTEM DEVELOPMENT ACTIVITIES FOR OBJECTIVE 1

1. Expand outreach efforts to help pregnant women and their support systems know about the availability of care, and how that care is important to their health and to the health of their baby

2. Expand the number of and increase access to School Based Health Centers

3. Develop expanded access to care through a mobile prenatal care unit

#### OTHER ACTIVITIES FOR OBJECTIVE 1

1. Distribute information through home pregnancy kits and pharmacies concerning the need for prenatal care & availability of local resources

2. Disseminate simple information on pregnancy test sites & procedures, using phone book, plus churches, work sites, & other community locations

3. Conduct a visual media campaign on the need for prenatal care

4. Conduct school health education on need for prenatal care

5. Create a 'community' expectation of prenatal care, using grandmoms, aunts, curanderos, elders; use focus group of community members to define community strategies

#### DIRECT SERVICE ACTIVITIES FOR OBJECTIVE 2

1. Provide transportation assistance; for example, Tri-met passes, Volunteer Drivers

2. Provide on-site child care or in-home child care resources

3. Develop the concept of a mobile prenatal care van at neighborhood sites

#### SYSTEM DEVELOPMENT ACTIVITIES FOR OBJECTIVE 2

1. Increase cultural competence among service providers and referring sources

2. Encourage more women and minorities to become health care providers, such as physicians and nurse midwives, so clients have a choice of providers to best meet their needs

3. Assure the availability of a diversity of providers within managed health care plans

#### POLICY RELATED ACTIVITIES FOR OBJECTIVE 2

(see appendix titled: "Policy Considerations")

## **Benchmark: Reduce Child Abuse and Neglect**

BENCHMARK ALLOCATION: 8% of available funds

### **POTENTIAL PARTNERS:**

*Some of the organizations that we may work with*

Bradley Angle House, Raphael House, West Women's and Children's Shelter, YWCA Women's Resource Center, Portland Women's Crisis Line, Community Advocates for Safety & Self Reliance, Children First, Multnomah Co. Legal Aid, Multnomah Bar Association Young Lawyers 7 Volunteer Lawyers Projects, Oregon Coalition Against Domestic & Sexual Violence, Multnomah Co. Family Violence Intervention Steering Committee, OHSU, Nursing Schools, Child Abuse Unit, Multnomah Co. Health Dept., Physicians for Social Responsibility, PPB Domestic Violence Reduction Unit, United Way, Portland Rotary, Ecumenical Ministries, Albina Ministerial Alliance, Lesbian Community Project, International Refugee Center, SOAR, Urban League, Coalition of Black Men, Emanuel Hospital's CARES Program, Imani Women's Center, School Districts (K-3 reps, ECE reps), Child care providers, Oregon Association for the Education of Young Children, OSU Extension Service, CASA, Association for Portland Progress, Schools, Morrison Center, Dr. Sudge Bud-den, Housing Authority of Portland Drug Elimination Team, Mental Health providers, public and private, CSD, MDT, Junior League of Portland, Multnomah County Libraries, Volunteers of America, Men's Resource Center, PCDC's, Multnomah County Connections Teen Parent Program, SKIP, STEPS, Even Start, Multnomah County Health Nursing Office, Head Start, Insight Teen Parent Program, Multnomah county Jail, Family court Services, William Temple House, Our Father's Ministry, Lutheran Family Services, Parents Anonymous, Peninsula Child Care Center, Metro Child Care R & R, Parent Cooperative Preschools, churches, parks and recreation programs, National council of Jewish Women; libraries, Baby's First, Pacific University, hospitals, Portland Family Calendar, United Way, Portland Office of Neighborhood Associations, Oregonian, Metro Crisis Intervention, Waverly, Mid-county Family Center, DARE, GREAT Oregon Peace Institute, Save Our Youth, the Solo Center, Tri County Youth Consortium, Eastwind, PACE, Mental Health Services West, Foster Parents Association, Morrison Center, Reach Out, Harry's Mother, Association of Retarded Citizens, Oregon Medical Association, OHSU, Kaiser, ASAP, Human Solutions, Portland Public Schools at Columbia Villa, Community Service Centers, Robert Wood Johnson, Shepard's Home, SAFAH, RASP, media, ASAP, Council for Prostitution Alternatives.

### **SITUATION ANALYSIS/COMMUNITY FINDINGS:**

*What we know about the way things are now, and how people in the community are responding*

Reported child abuse in Multnomah County has varied only slightly in the last 6 years from a high of 14.3 to a low of 12.4 abused children per 1,000 young persons under 18 years. For 1993, the rate of reported abuse was 13.3 abused children per 1,000. These statistics reflect incidents reported to Children's Services Division (CSD), and most likely are lower than the actual rate of child abuse.

Who is abused, and who is the abuser and why do they abuse are important indicators of how we, as a community, need to address these problems. Infants comprise the largest single age class of child abuse and neglect victims, because they are inherently more vulnerable, family stress is high at the time of birth, and many babies are born drug affected. Female children are 57% of Oregon's victims of child sexual abuse, mental injury, and threat of harm. Many abused girls and boys experience developmental delays, since they have learned to "shut down" their emotions as a way of coping with the ever present threat of harm.

Children with disabilities are over-represented in all categories of maltreatment. In one study where information was collected from a nationally representative sample involving 35 Child Protective Services (CPS) agencies (Crosse, Kaye, and Ratnofsky, 1993), CPS case workers reported maltreatment in children with disabilities 1.7 more times than in children without disabilities. In 47% of these cases, the disabilities directly led to, or contributed to the maltreatment. Physical abuse was reported by CPS caseworkers at a rate of 2.1 times, sexual abuse 1.8 times, and physical neglect 1.6 times that of children without disabilities.

Abusers are usually family members of the victims. Parents are the perpetrators in 59% of all abuse, and familial abusers constitute 85% of all cases. Family stress from a variety of sources is correlated to reports of child abuse and neglect. These sources include alcohol and other drug problems, early, single parenting, unemployment, parental criminal involvement, major child care responsibilities, parental history of childhood abuse, and domestic violence, which itself can be considered a form of violence against children who witness, it in at least 3 specific ways:

1. Children are invisible victims. Witnessing one parent beat another causes immediate and long term trauma.
2. Children are accidental victims. They are often hit trying to protect a parent or when they simply are caught in harm's way
3. Children are intentional victims. 45% to 75% of men who batter women also batter their children. Mothers in a violent relationship are among those most likely to physically discipline their children for as long as they remain in the violent relationship

The need to solve the problem of child abuse and neglect has led to extensive research. This research points to parent education and support as one way of reducing child abuse. *Parents as Teachers* and *Healthy Start* are 2 programs that have been thoroughly evaluated, and provide parent education and support. Research also indicates that parents' psychological maturity and emotional well being increases sensitive parenting.

Positive parent-child bonding, essential to a child's well being, takes place when parents are sensitive to infants and provide responsive and affectionate caregiving. Abusive parents tend to lack effective child management techniques and experience and are more harsh and negative when interacting with infants.

## **Benchmark: Reduce Child Abuse and Neglect**

(continued)

### **OBJECTIVES:**

*The directions we plan to take to lead us toward the benchmark*

#### **OBJECTIVE 1**

Promote and expand supports specifically for children, helping them to understand what abuse and neglect is, what they can do in an abuse situation, and what resources are directly available to them

#### **OBJECTIVE 2**

Promote and expand community supports for parents and other adults, helping them to understand what abuse and neglect is, what they can do to reduce abuse and neglect, and what resources are available to them

#### **OBJECTIVE 3**

Provide professional services which support families in their healthy growth and development, in avoiding becoming involved in abuse or neglect, and in becoming responsive to the incidence of abuse and neglect at the earliest possible point

#### **OBJECTIVE 4**

Assure the availability of quality parent education at every possible community touch point

### **ACTIVITIES:**

*The things we propose to do, and the tools we propose to use, categorized as "direct service," "system development," "policy," or "other" activities*

#### **DIRECT SERVICE ACTIVITIES FOR OBJECTIVE 1**

1. Fund/evaluate community-based, in-school programming that teaches children about how they can safely respond to unwanted touching
2. Support the delivery of curricula on relationships, dating and violence
3. Develop programs to support young people's self-esteem, and to support them in asking for what they need ("I need a meal; I need a safe place to live; I need some shoes")

#### **SYSTEM DEVELOPMENT ACTIVITIES FOR OBJECTIVE 1**

1. Develop a "safe haven" in every school where a young person can go to confide in a trustworthy, non-judgmental adult

#### **DIRECT SERVICE ACTIVITIES FOR OBJECTIVE 2**

1. Fund/evaluate a 24-hour family crisis intervention hotline
2. Fund/evaluate respite services ("time-outs") for parents in high stress
3. Support treatment programs for families that abuse
4. Expand social & support networks for parents

#### **POLICY RELATED ACTIVITIES FOR OBJECTIVE 2**

(see appendix titled: "Policy Considerations")

#### **OTHER ACTIVITIES FOR OBJECTIVE 2**

1. Conduct community conversations/education on "what is child abuse and neglect?" and advocate for a broad, community-wide understanding, using both the CSD definition, and an informal social definition
2. Advocate for improved services for offenders returning to community
3. Support extended families, including foster grand parent programs

#### **DIRECT SERVICE ACTIVITIES FOR OBJECTIVE 3**

1. Fund/evaluate these three programs: Healthy Start, Court Appointed Special Advocates (CASA), and Parents as Teachers
2. Coordinate screening and assessment with kindergarten teachers and early childhood care and education programs
3. Reduce family stress by providing basic needs through family centers
4. Reduce family stress, and provide for an early point of reporting abuse and neglect, by providing high quality family mediation programs
5. Provide home visits to all newborns
6. Expand access to stable, quality child care
7. Support parent screening and referral for alcohol and other drug abuse
8. Expand availability of developmental screening, starting at birth, for all children; offer follow-up services
9. Expand the number of relief nurseries

#### **SYSTEM DEVELOPMENT ACTIVITIES FOR OBJECTIVE 3**

1. Conduct community education on the statutory responsibilities of youth and family serving professionals in reporting abuse
2. Train community providers to better recognize and respond to risk and protective factors, and to symptoms of abuse/neglect
3. Advocate for a child focused tracking system, connecting and coordinating people & services
4. Support the continuance of multi-disciplinary teams (MDTs)

#### **POLICY RELATED ACTIVITIES FOR OBJECTIVE 3**

(see appendix titled: "Policy Considerations")

#### **DIRECT SERVICE ACTIVITIES FOR OBJECTIVE 4**

1. Fund/evaluate the delivery of quality parent education based on best practices, including provider training and program evaluation
2. Support the beginning of PCDC dad's group

#### **SYSTEM DEVELOPMENT ACTIVITIES FOR OBJECTIVE 4**

1. Expand the number of Parent Child Development Centers (PCDCs)
2. Explore the feasibility of child care centers as potential PCDC sites

## Benchmark: Reduce Domestic Violence within Families

BENCHMARK ALLOCATION: 3% of available funds

### POTENTIAL PARTNERS:

*Some of the organizations that we may work with*

### SITUATION ANALYSIS/COMMUNITY FINDINGS:

*What we know about the way things are now, and how people in the community are responding*

Bradley Angle House, Raphael House, West Women's and Children's Shelter, YWCA Women's Resource Center, Portland Women's Crisis Line, Community Advocates for Safety & Self Reliance, Children First, Multnomah Co. Legal Aid, Multnomah Bar Association Young Lawyers 7 Volunteer Lawyers Projects, Oregon Coalition Against Domestic & Sexual Violence, Multnomah Co. Family Violence Intervention Steering Committee, OHSU, Nursing Schools, Child Abuse Unit, Multnomah Co. Health Dept., Physicians for Social Responsibility, PPB Domestic Violence Reduction Unit, United Way, Portland Rotary, Ecumenical Ministries, Albina Ministerial Alliance, Lesbian Community Project, International Refugee Center, SOAR, Urban League, Coalition of Black Men, Emanuel Hospital's CARES Program, Imani Women's Center, School Districts (K-3 reps, ECE reps), Child care providers, Oregon Association for the Education of Young Children, OSU Extension Service, CASA, Association for Portland Progress, Schools, Morrison Center, Dr. Sudge Budden, Housing Authority of Portland Drug Elimination Team, Mental Health providers, public and private, CSD, MDT, Junior League of Portland, Multnomah County Libraries, Volunteers of America, Men's Resource Center, PCDC's, Multnomah County Connections Teen Parent Program, SKIP, STEPS, Even Start, Multnomah County Health Nursing Office, Head Start, Insight Teen Parent Program, Multnomah county Jail, Family court Services, William Temple House, Our Father's Ministry, Lutheran Family Services, Parents Anonymous, Peninsula Child Care Center, Metro Child Care R & R, Parent Cooperative Preschools, churches, parks and recreation programs, National council of Jewish Women; libraries, Baby's First, Pacific University, hospitals, Portland Family Calendar, United Way, Portland Office of Neighborhood Associations, Oregonian, Metro Crisis Intervention, Waverly, Mid-county Family Center, DARE, GREAT Oregon Peace Institute, Save Our Youth, the Solo Center, Tri County Youth Consortium, Eastwind, PACE, Mental Health Services West, Foster Parents Association, Morrison Center, Reach Out, Harry's Mother, Association of Retarded Citizens, Oregon Medical Association, OHSU, Kaiser, ASAP, Human Solutions, Portland Public Schools at Columbia Villa, Community Service Centers, Robert Wood Johnson, Shepard's Home, SAFAH, RASP, media, ASAP, Council for Prostitution Alternatives.

In 1993-94, Multnomah County domestic violence programs received over 29,000 crisis calls reporting domestic violence and seeking help. Domestic violence has major consequences for medical services, police, and business. One-third of all emergency room visits by women are due to domestic violence. Local 911 emergency services received over 13,000 calls reporting domestic violence assaults. One-third of the homicides in Multnomah County involved family or domestic violence. Domestic violence is the single greatest reason women leave the workforce, and can cause absenteeism and lowered productivity by both victim and perpetrator.

More babies are born with birth defects as a result of the mother being battered during pregnancy, than from the combination of all diseases for which we immunize pregnant women. At least 8% of pregnant women are battered during pregnancy, are twice as likely to miscarry and 4 times as likely to have low birth weight infants, 40% more likely to die in the first year. 45% of female alcoholics report being battered prior to their drinking.

Who are the victims, who are the abusers and why do they abuse? Overwhelmingly, it is women who are the victims, both in Multnomah County and nationally. A 1994 U.S. Department of Justice survey of 400,000 victims, reported that 90% of the victims were women. In Multnomah County 85% of those receiving restraining orders because of domestic violence are women. And equally overwhelmingly, it is men who are the perpetrators of domestic violence. The U.S. Department of Justice survey also indicated that between 90 and 95% of all perpetrators were men, husbands, ex-husbands, boyfriends or lovers.

Witnessing domestic violence has long-term negative effects on children, and is a greater predictor of perpetrating or being the victim of domestic violence than is being abused as a child. In one study, 85% of children from violent homes admitted to a drinking problem starting as early as age 11, and over 50% had used methamphetamines or marijuana, 10% habitually. Youth reporting violence between their parents have a higher rate of violence in their dating relationships, and are more frequently involved in the juvenile justice system, or have academic or social problems.

The links between child abuse, neglect and domestic violence, require that we address all three problems in order to reduce the incidence of any one. The presence of domestic violence is the single risk factor most identifiably predicting child abuse. One expert declares the linkage so close that domestic violence can be considered the primary cause of child abuse.

At least 3.3 million children in the U.S. between 3 and 17 years of age are annually at risk of exposure to parental violence. In Oregon, 41% of child fatalities and critical injuries from abuse and neglect occur in families with adult domestic violence. Adult domestic violence is a form of violence against children who witness it in at least 3 specific ways:

1. They are invisible victims: Witnessing one parent beat another causes immediate and long term trauma.
2. They are accidental victims: They are often hit trying to protect a parent or when they simply are caught in harm's way
3. They are intentional victims: 45% to 75% of men who batter women also batter their children. Mothers in a violent relationship are far more likely to physically discipline their children than after they have left it.



# Benchmark: Reduce Domestic Violence within Families

(continued)

## OBJECTIVES:

*The directions we plan to take to lead us toward the benchmark*

### OBJECTIVE 1

Assure the provision of high quality parent education and other family supports

### OBJECTIVE 2

Assure adequate and appropriate institutional support in preventing and responding to domestic violence

### OBJECTIVE 3

Assure high quality affordable child care, including drop-in care

### OBJECTIVE 4

Assure adequate early intervention for adult and child victims of domestic violence, including safe shelter/other support services

### OBJECTIVE 5

Assure a range of rehabilitative services including counseling and other supports for people who have been perpetrators of violence or who are at risk for violent behavior

## ACTIVITIES:

*The things we propose to do, and the tools we propose to use, categorized as "direct service," "system development," "policy," or "other" activities*

### DIRECT SERVICE ACTIVITIES FOR OBJECTIVE 1

1. Provide social and support networks for parents to reduce isolation
2. Increase availability of A&D/mental health screening, individualized treatment services
3. Support qualified violence reduction/sexual abuse treatment programs
4. Fund/evaluate expanded conflict resolution skills trainings and human sexuality and partnership education addressing sexism in schools and within religious youth groups
5. Expand group treatment services for children/youth in violent homes (Hawaii model)
6. Provide universal hospital visits at birth and immediately following, for domestic violence screening and support
7. Increase quality parenting education, especially in East County
8. Provide a "Head Start" type program in all schools
9. Provide affordable, supervised visitation programs
10. Provide "time-out" programs accessible to people who speak languages other than English, are hearing impaired, or have disabilities
11. Fund/evaluate programs that prevent child/adolescent HIV infections and other sexually transmitted diseases, targeting populations at increased risk

### SYSTEM DEVELOPMENT ACTIVITIES FOR OBJECTIVE 1

1. Educate about domestic violence/resources at prenatal/OB/GYN visits
2. Expand knowledge of domestic violence issues among school counselors/teachers, A&D counselors, public health personnel, religious and business communities, general public
3. Ensure relevant services for all racial/ethnic communities and people with special needs
4. Support the establishment of mediation protocols on domestic violence, and train mediators to make appropriate referrals

### OTHER ACTIVITIES FOR OBJECTIVE 1

1. Fund/evaluate community education on the dynamics of domestic violence, including causes, detection, effects and potential solutions; as well as education on sexism, alcohol and other drug abuse and rape
2. Create a community norm of violence free relationships.

### SYSTEM DEVELOPMENT ACTIVITIES FOR OBJECTIVE 2

1. Assure adequate, appropriate law enforcement intervention, as a priority, including more female officers in school police and in developing police, prosecutorial protocols
2. Provide routine safety planning by all points of community contact
3. Coordinate with the work of other violence prevention activities
4. Implement "Harassment to Homicide" and its update
5. Assure adequate record keeping of domestic violence and child abuse statistics
6. Provide more victim's support groups, some in languages other than English
7. Establish a formal link among Multnomah County Family Violence Intervention Steering Committee, Child Abuse Task Force and the MCCF

### POLICY RELATED ACTIVITIES FOR OBJECTIVE 2

(see appendix titled: "Policy Considerations")

### OTHER ACTIVITIES FOR OBJECTIVE 2

1. Advocate for media presenting images of healthy male-female relationships; open/honest discussions of domestic violence; women portrayed as more than sexual objects; and the dynamics of power
2. Train providers to recognize risk and protective factors

### SYSTEM DEVELOPMENT ACTIVITIES FOR OBJECTIVE 3

1. Support the recommendations of the Child Care planning team
2. Provide additional relief nursery programming in East County

### DIRECT SERVICE ACTIVITIES FOR OBJECTIVE 4

1. Fund/evaluate a 24-hour crisis hotline and a 24-hour crisis intervention team to support domestic violence victims
2. Fund/evaluate the development of a system of centralized, accessible, computerized multi-lingual information and referral services
3. Expand available safe shelter, transitional housing, victim services as a priority

### SYSTEM DEVELOPMENT ACTIVITIES FOR OBJECTIVE 4

1. Expand the availability of early intervention through well-trained medical, religious and other outreach personnel.
2. Create a system of routine cross-assessment by child abuse and DV professionals

### POLICY RELATED ACTIVITIES FOR OBJECTIVE 4

(see appendix titled: "Policy Considerations")

### OTHER ACTIVITIES FOR OBJECTIVE 4

1. Conduct community education on domestic violence, its effect on children and cross over with child abuse

### DIRECT SERVICE ACTIVITIES FOR OBJECTIVE 5

1. Identify service needs, inventory existing services, and identify gaps

# Benchmark: Reduce Violence by and against Children and Youth

BENCHMARK ALLOCATION: 10% of available funds

## POTENTIAL PARTNERS:

*Some of the organizations that we may work with*

## SITUATION ANALYSIS/COMMUNITY FINDINGS:

*What we know about the way things are now, and how people in the community are responding*

### A NOTE TO THE READER:

*Many on this list were not at the table for this process, and the group developing this list had a lot of concern about publishing it without some explanation; there was a fear that those not listed would be offended and might choose not to participate in the future, and that some listed might feel misrepresented as having participated. This list is offered as "some of the organizations that could be valuable contributors to future work around preventing violence."*

- Portland Parks Bureau
- Portland Productions
- Community Wellness Center
- Youth Outreach Program
- Portland Youth Redirection
- Multnomah County Community and Family Services Division
- Central NE Crime Prevention
- Gang Related Intervention Team
- American Friends Services Committee
- Victims/Offenders Reconciliation Program
- Southeast Uplift
- The Children's Program
- Oregon Health Sciences University
- PSU Endangered Child Program
- Self Enhancement, Incorporated
- Oregon Health Division
- Urban League (Public Health & Violence)
- Physicians for Social Responsibility (PSR)
- TCYSC Family Mediation Program
- Multnomah County Health Department
- Portland Police Bureau
- Multnomah County Sheriff's Office
- Children First
- Oregon Peace Institute
- County Commissioner Sharron Kelley
- Phoenix Rising
- Youth Service Centers
- Public/Private Schools
- OSMYN
- OMEGA/Boy's & Girls Club in N. Portland
- Student Unions
- Youth organizations
- Oregon Coalition Against Sexual and Domestic Violence
- House of Umoja
- Coalition of Black Men
- Legal community
- MC Task Force on Gay/Lesbian Youth
- A&D service providers
- Ecumenical Ministries of Oregon (EMO)
- Service organizations
- Citizen's Crime Commission
- Public Safety Council
- PFLAG
- People of Faith Against Bigotry
- United Way and their related programs

There is scientific and experiential evidence that several social factors contribute to violence by and against children and youth. These include:

- A rise in both actual experiences involving violence, and increasing positive depictions of violence in our language and all forms of communication and entertainment media.
- American culture's emphasis on competition and "polar thinking."
- Changes in family environments, including poor family bonding, repeated exposure to domestic violence and physical and sexual abuse, and a decrease in inter-generational contact.
- Economic and demographic shifts limiting young people's opportunity for a productive and secure future.
- Fragmentation of the immediate, and deterioration of the natural supports provided by the community.
- The limitations imposed by institutional racism/other forms of class devaluation.
- Abuse of alcohol and other drugs.
- The availability and acceptability of guns and other weapons to settle disputes.
- A shortage of places where young people can feel safe, and a lack of non-violent role models in many families and communities.

At the same time, there are many strengths in the community. These include:

- A variety of high-quality providers of youth services.
- Multiple organizations with expertise in conflict resolution.
- Strong and growing political leadership to address the issue of violence.
- A public health sector with growing technical expertise in the science of violence prevention.
- Strong individuals and organizations that offer role models, support, and activities for youth from our culturally diverse communities.
- A strong base of knowledge and leadership from individuals and organizations in law enforcement, health and social services, conflict resolution and mediation, and other disciplines.

There is a large body of support for addressing violence by and against children and youth, including support from the grass roots, the spiritual community, social service providers, people in education and health, and from elected officials.

Although the topic is framed in many ways, public safety is reported as one of the highest, if not the highest priority issue in most community polling. There is the potential for vast community support (including funding) if a strong leadership unites all the partners around a common agenda.

The proliferation and use of guns and other weapons among young people are among the most specific and urgent community concerns.

Violence takes several forms: physical violence; emotional violence; sexual and dating violence; self-directed violence; and hate, bias and prejudice.

The objectives dealing with domestic violence, juvenile crime, alcohol and other drugs, and others are directly related to this objective.

This community has a substantial peace and justice movement which can play a major role in planning and implementing this objective.

Many people want a quick, single method fix, but nearly everyone working in the field agrees that we waste time seeking this mythical remedy.

A few of the organizations contributing to current local efforts include:

- A Child/Family Mediation program at Tri-County Youth Services Consortium
- Local gang related organizations, which include experts on street violence
- Outside In, helping young men find alternatives to the violence of prostitution
- The Coalition of Black Men, a local resource committed to reducing violence
- Peer mediation programs, existing at local schools, and expandable
- The Metropolitan Human Rights Commission, conducting a campaign to reduce hate-directed violence and bias

## **Benchmark: Reduce Violence by and against Children and Youth**

(continued)

### **OBJECTIVES:**

*The directions we plan to take to lead us toward the benchmark*

#### **OBJECTIVE 1**

Assure that all families have access to culturally appropriate prenatal care including components emphasizing family development and parenting education

#### **OBJECTIVE 2**

Assure all families access to culturally-appropriate supports promoting optimal family/early childhood development, including components for children and parents on how to avoid violent situations and what to do when involved in one

#### **OBJECTIVE 3**

Improve the cultural appropriateness, availability and community acceptability of alcohol and other drug treatment and prevention services; and of mental health services and related services

#### **OBJECTIVE 4**

Expand the number of meaningful opportunities available to young people who wish to contribute to reducing violence, and call attention to their work

#### **OBJECTIVE 5**

Involve the whole community in owning the need to develop and participate in effective violence prevention activities

#### **OBJECTIVE 6**

Eliminate the unlawful use and possession of guns by youth

#### **OBJECTIVE 7**

Assure a range of rehabilitative services including counseling and other supports for people who have been perpetrators of violence or who are at risk for violent behavior

### **ACTIVITIES:**

*The things we propose to do, and the tools we propose to use, categorized as "direct service," "system development," "policy," or "other" activities*

#### **SYSTEM DEVELOPMENT ACTIVITIES FOR OBJECTIVE 1**

1. Coordinate with implementers of the Prenatal Care Plan
2. Coordinate with implementers of the Early Childhood Education Plan

#### **SYSTEM DEVELOPMENT ACTIVITIES FOR OBJECTIVE 2**

1. Coordinate with implementers of the Early Childhood Education Plan
2. Coordinate with implementers of the Child Abuse Prevention Plan

#### **OTHER ACTIVITIES FOR OBJECTIVE 2**

1. Support family reading and literacy programs
2. Make universal family support a legitimate community and government goal

#### **DIRECT SERVICE ACTIVITIES FOR OBJECTIVE 3**

1. Fund/evaluate the availability of community-based mental health services for sexual minority youth, and their families when appropriate, who are increased risk of harming themselves/being harmed by their families
2. Expand the availability of a youth hotline for sexual minority youth
3. Expand school-based health centers as entry points into the health, mental health and social services system, including programs that prevent child/adolescent HIV infections and other sexually transmitted diseases

#### **SYSTEM DEVELOPMENT ACTIVITIES FOR OBJECTIVE 3**

1. Coordinate with implementers of the Tobacco, Alcohol and other Drug Abuse Prevention Plan
2. Fund/evaluate a system of outreach to help sexual minority youth access resources

#### **DIRECT SERVICE ACTIVITIES FOR OBJECTIVE 4**

1. Fund/evaluate the expansion of peer delivered mediation in schools, at all grade levels, and other settings where these services could be valuable

#### **OTHER ACTIVITIES FOR OBJECTIVE 4**

1. Fund/evaluate the provision of forums for youth to speak in their own voices to policy makers, and to one another, about their concerns and solutions to societal violence
2. Give public recognition to exemplary youth efforts in reducing violence
3. Create a cultural value declaring young people to be a critical and valued community asset, worthy of protecting at any reasonable cost

#### **DIRECT SERVICE ACTIVITIES FOR OBJECTIVE 5**

1. Fund/evaluate programs providing the mentorship of safe, stable and culturally appropriate adults for all youth, but especially for those with high risk factors, in the community and in the schools

#### **POLICY RELATED ACTIVITIES FOR OBJECTIVE 5**

(see appendix titled: "Policy Considerations")

#### **OTHER ACTIVITIES FOR OBJECTIVE 5**

1. Work with local media and entertainment outlets to reduce depictions of violence in entertainment and news programming, and in movies, music, videos, and video games
2. Assure young people the opportunity to enter the legitimate job market, through youth employment programs and other mechanisms

#### **OTHER ACTIVITIES FOR OBJECTIVE 6**

1. Conduct community conversations on the proliferation and use of guns
2. Convene a planning process to create an action oriented plan

#### **DIRECT SERVICE ACTIVITIES FOR OBJECTIVE 7**

1. Identify service needs, inventory existing services, and identify gaps

## Benchmark: Reduce the Rate of Teen Pregnancy

BENCHMARK ALLOCATION: 2% of available funds

### POTENTIAL PARTNERS:

*Some of the organizations that we may work with*

1. Corporate partners (i.e., NIKE) or professional partners (i.e., Doctors)
2. Teen moms, and teens who have made other choices
3. Multnomah County Network on Teen Pregnancy & Young Parenting (including the prevention committee and the young parent caucus)
4. *Oregonian*
5. culturally specific newspapers and other publications, including school/youth oriented publications
6. Portland Parks & Recreation
7. Multnomah County Health Department
8. School-based health clinics
9. Schools
10. Oregon Teen Pregnancy Task Force
11. HIV prevention outreach services
12. Tri-county Youth Services Consortium
13. Planned Parenthood
14. Boys and Girls Clubs
15. Salvation Army
16. Self Enhancement
17. Employment programs (PIC, Steps to Success, Job Corps)
18. Child Care Council
19. Gang related community-based organizations
20. GIFT program
21. Boys & Girls Aid Society
22. Multnomah County Libraries
23. youth and youth groups
24. families
25. religious organizations

### SITUATION ANALYSIS/COMMUNITY FINDINGS:

*What we know about the way things are now, and how people in the community are responding*

Multnomah County's teen pregnancy rate is among the highest of 36 other counties in Oregon. Since 1989 teen pregnancy in Multnomah County has remained relatively stable, both rising and falling only moderately, from a high of 30.1 pregnancies per 1,000 females aged 10-17 to a low of 26.3 per 1,000. This range is substantially far from the statewide benchmark of 9.8 per 1,000.

Year	Mult. County	Oregon
1989	28.9	19.6
1990	28.4	19.7
1991	30.1	19.3
1992	26.3	17.9
1993	27.4	18.2

In 1992 there were 1,069 births to Multnomah County teens under 20 years. In 23.2% of these cases it was the mother's second or more child.

Many of the fathers of teen births are over age 20. For 1,751 births in 1989-1992 among teenage girls under 20 between 1989-1992 in Multnomah County for which the father's age was known (41% of the cases) 56% of the male partners were over 20, and 17% were over 25.

According to The Alan Guttmacher Institute's *Sex and America's Teenagers*, 1994, a larger percent of teens are having sex than in previous decades.

Age % Sexually Active		Age % Sexually Active	
12	9%	16	42%
13	16%	17	59%
14	23%	18	71%
15	30%	19	82%

A study by Debra Boyer, Ph.D., University of Washington, has correlated teen pregnancy with sexual/physical abuse, other trauma. In her research Dr. Boyer determined that 62% of 535 pregnant teens had been sexually molested or raped prior to the pregnancy. Other unranked high risk factors for teenage pregnancy include:

1. Leaving middle/high school before completion
2. Unstructured, unsupervised time
3. Low or no access to contraception
4. Sibling or parent who was a teen parent
5. Early initiation of sexual activity
6. Homelessness
7. Severe Poverty
8. Substance abuse
9. Low self-esteem
10. Gang affiliation

Of 1,857 1992 Multnomah Co. teen pregnancies, 60% were to mothers 18/19 years old. Of the mothers 17 and under, 65% were Caucasian, 22% African-American, 7% Hispanic, and 1% Native American. 57% of those pregnancies resulted in live births, 75% of which were to first time mothers of whom 54% were 18/19 years old. Teen mothers already parenting comprised the other 25%, the vast majority (80%) age 18 or 19. Only 5% of the teen births occurring in 1992 were to mothers in this benchmark's target age (10 - 17 years) who had previously given birth.

Geographically, teen birth rates differ markedly from area to area in the county. For mothers ages 15-17, the north and northeast integrated service districts had rates almost double the rate in southeast; while southeast's rate of teen births (33.9/1,000) was over 80% more than southwest's.

A few local peer-to-peer programs include Planned Parenthood's "Teens & Company," Youth Unlimited's various video productions, and Project Action's social marketing campaign and teen-to-teen skills building workshops.

Prevention programs must have clarity of goals and objectives, particularly if the program has some of the following purposes, but hasn't clearly stated them:

- Prevent young women from becoming pregnant
- Prevent young women from having babies
- Prevent young people from having sex
- Prevent young women from having abortions
- Supply young people with birth control
- Promote religious values, or community values, or create new values

# Benchmark: Reduce the Rate of Teen Pregnancy

(continued)

## OBJECTIVES:

*The directions we plan to take to lead us toward the benchmark*

### OBJECTIVE 1

Further the development of an equitable health and social services system by creating increased coordination and communication among providers, planners, funders and consumers; by reducing duplication and competition through increased collaboration, inclusiveness and teamwork; and by efficiently and appropriately collecting and sharing information

### OBJECTIVE 2

Assure an expanded range of opportunities for young females and males to grow-up and develop in a world that values and supports them with culturally and age appropriate health and social services and supports

### OBJECTIVE 3

Respond to the growing base of knowledge correlating childhood sexual abuse and other forms of victimization in girls and young women to adolescent pregnancies

### OBJECTIVE 4

Promote the belief that, for males as well as females, parenting is both a joy and a responsibility, requiring substantial preparation and a commitment shared equally by two parents

### OBJECTIVE 5

Conduct both community-wide and individualized education on relevant issues

## ACTIVITIES:

*The things we propose to do, and the tools we propose to use, categorized as "direct service," "system development," "policy," or "other" activities*

### SYSTEM DEVELOPMENT ACTIVITIES FOR OBJECTIVE 1

1. Create a better understanding of best practices by supporting existing, promising local programs that have a rigorous evaluation component
2. Establish a small programs funding pool to provide support for promising grass roots efforts that wouldn't traditionally respond to RFPs
3. Allow contracts with local agencies to include a larger than customary portion of funds to support program design and rigorous evaluation
4. Conduct community conversation around the need to distinguish between strategies proven to be effective, strategies proven to be ineffective, and strategies which have not been evaluated
5. Support the coordination of and cooperation among service providers working in the field of teen pregnancy prevention

### DIRECT SERVICE ACTIVITIES FOR OBJECTIVE 2

1. Fund/evaluate school/non-school peer education/primary prevention
2. Fund/evaluate structured, no/low-cost, social opportunities for teens
3. Fund/evaluate programs that prevent child/adolescent HIV infections, other sexually transmitted diseases, targeting highest risk populations
4. Fund/evaluate community teen mentorship (peer to peer) programs
5. Fund/evaluate community service/employment opportunities for young women/men who have personally experienced teen pregnancy
6. Assure pre-employment/employment programs and other opportunities, for young women as an alternative to "pregnancy as a way out"

### SYSTEM DEVELOPMENT ACTIVITIES FOR OBJECTIVE 2

1. Support and expand school based health centers

### OTHER ACTIVITIES FOR OBJECTIVE 2

1. Fund/evaluate programs assisting young people in influencing news and entertainment media in ways related to preventing teen pregnancy

### DIRECT SERVICE ACTIVITIES FOR OBJECTIVE 3

1. Fund/evaluate expanded child abuse intervention, including early ID of victims, and the provision of mental health and other services
2. Fund/evaluate occupational therapy support for remedial developmental growth of young women who have been the victims of abuse
3. Fund/evaluate child abuse prevention programming

### DIRECT SERVICE ACTIVITIES FOR OBJECTIVE 4

1. Fund/evaluate programs for boys/young men to support them in becoming sexually responsible and aware, and, when ready, in becoming fathers who are emotionally connected with their children and spouse

### POLICY RELATED ACTIVITIES FOR OBJECTIVE 4

(see appendix titled: "Policy Considerations")

### OTHER ACTIVITIES FOR OBJECTIVE 4

1. Conduct community discussion on the role of men as parents.

### DIRECT SERVICE ACTIVITIES FOR OBJECTIVE 5

1. Educate men and boys, and girls and young women, on social responsibility, sexuality, parenting, and relationships

### POLICY RELATED ACTIVITIES FOR OBJECTIVE 5

(see appendix titled: "Policy Considerations")

### OTHER ACTIVITIES FOR OBJECTIVE 5

1. Fund/evaluate a public education and social marketing campaign promoting the belief that parenting is both a joy and a responsibility, requiring preparation and commitment
2. Conduct community conversation and education around the need to talk openly and constructively about sensitive/controversial issues, like youth sexual activity, incest, child abuse, contraception, domestic violence, alcohol/other drug abuse, values, morality, and parent's rights

## Benchmark: Reduce the Number of Families Living in Poverty

BENCHMARK ALLOCATION: 2% of available funds

### POTENTIAL PARTNERS:

*Some of the organizations that we may work with*

### SITUATION ANALYSIS/COMMUNITY FINDINGS:

*What we know about the way things are now, and how people in the community are responding*

**1. National/local Public Policy Makers** who will work for a unified national agenda that affirms:

- Communities in poverty are unhealthy for the entire country, diminishing the quality of life and availability of opportunities for all residents. A community that must compete internationally can not do so if vast numbers of residents are left behind.
- Business has a vital role in ending poverty. Involvement in the process of education is necessary, as is acknowledging the value of health care, child care and an adequate minimum wage and providing continuing education. Some businesses are deeply committed in their practices to these ends; others need encouragement.
- Government is responsible to set and enforce policies to ensure that profit is not the only bottom-line outcome for business practice.

**2. Local coordinating bodies** need to make eradication of poverty a top priority. Extensive coordination among policy makers in the fields of income supports, education, employment and social services is needed to achieve this goal.

- The Multnomah County Community Action Commission (MCCAC) is a lead policy body addressing poverty issues.
- The Multnomah Commission on Children and Families (MCCF) must develop a formal relationship with MCCAC, becoming partners in moving families out of poverty.

**3. Funding bodies** need to make eradication of poverty a top priority.

- Oregon Adult and Family Services
- Multnomah Co. Community and Family Services Division, particularly Community Action Program
- Portland Bureau of Housing and Community Development
- Portland Development Commission
- Multnomah County Health Dept.
- Specific federally funded programs

Every child deserves to have a family and community committed to that child's well-being. The foundation for a child's healthy development is three nutritious meals a day, stable housing, access to health care, positive school experience, and a safe nurturing, family-centered environment.

Poverty limits a child's ability to reach full potential in every aspect of life. Too many Multnomah County children are living in conditions that are in sharp contrast to the basic goal of achieving wellness. Studies consistently show that child poverty negatively affects health, mental health, cognitive and behavioral development, and other problems.

More children and families in Multnomah County are living in poverty today; in 1990, 16% of those in poverty were children, compared to 11% in 1970. Poverty limits a family's ability to afford basic school supplies or quality child care, impedes a parent's ability to put nutritious food on the table each day, and can limit access to health care.

Frustration and despair is the result of the daily struggle to attempt to meet basic needs with inadequate resources. The lack of options associated with poverty makes poor families vulnerable to a variety of problems at higher rates than the general population; including mental and physical health concerns, developmental delays and teen pregnancy.

Poverty and hunger, the daily lot of many Multnomah County children, are in sharp contrast to achieving the basic goals of wellness for every child, the overall goal of the Multnomah Commission on Children and Families, defined as "*the preservation of each child's potential for physical, social, emotional and cognitive and cultural development.*" Children in poverty are, by default, denied the opportunity to reach their potential in virtually every aspect of their lives.

Although subsidized public support is available for some poor families, the poverty guidelines are unrealistically low compared to what is needed to achieve a minimum standard of living. Persons receiving Aid to Dependent Children assistance and food stamps receive only approximately two-thirds of the federal poverty guidelines.

Who lives in poverty? Nearly one-fifth (19%) of Multnomah County's children live in poverty, further concentrated in certain demographics:

- Nearly one-quarter (24%) of children under 5 live in poverty.
- Nearly one-third (31%) of the female-headed households with children live in poverty.
- Ethnic minority families are poor in significantly higher proportions than the population as a whole. More than one-third (35%) of African-American families in Multnomah County live in poverty.
- Among homeless families, 606 children were counted on 11/17/93, an increase of more than one third from the previous year.
- 95 homeless youth, unaccompanied by an adult, were counted on 11/17/93, an increase of more than one half from the previous year.

Domestic Violence forces many women to become single heads of households, and are placed at risk of poverty and homelessness. Over three-fourths (77%) of the women in the local Community Action Program's Homeless Families Program have experienced three or more types of violent acts in domestic relationships. Reducing domestic violence in our society will also reduce the needs of many families living in poverty.

## Benchmark: Reduce the Number of Families Living in Poverty

(continued)

### OBJECTIVES:

*The directions we plan to take to lead us toward the benchmark*

#### OBJECTIVE 1

Support meaningful reforms within the current system of welfare and other forms of public assistance

#### OBJECTIVE 2

Increase entrepreneurial and employment opportunities for families living in poverty

#### OBJECTIVE 3

Assist teen mothers in continuing their education and in gaining employment that pays living wages

#### OBJECTIVE 4

Increase the opportunities for a quality early education for infants and toddlers living in poverty

### ACTIVITIES:

*The things we propose to do, and the tools we propose to use, categorized as "direct service," "system development," "policy," or "other" activities*

#### POLICY RELATED ACTIVITIES FOR OBJECTIVE 1

(see appendix titled: "Policy Considerations")

#### DIRECT SERVICE ACTIVITIES FOR OBJECTIVE 2

1. Provide services and other supports needed by families trying to become independent of public assistance

#### SYSTEM DEVELOPMENT ACTIVITIES FOR OBJECTIVE 2

1. Fund/evaluate neighborhood economic development projects in neighborhoods with high rates of child poverty

#### DIRECT SERVICE ACTIVITIES FOR OBJECTIVE 3

1. Fund/evaluate through contracts with community-based organizations the expansion of teen parent programs, including services that increase young parents' ability to earn an income sufficient to become non-dependent on public assistance
2. Fund/evaluate programs for student retention and retrieval, to support teen parents in completing their high school education

#### SYSTEM DEVELOPMENT ACTIVITIES FOR OBJECTIVE 3

1. Advocate for and collaborate with the Community Action Commission to focus on the needs of low-income teen parents

#### DIRECT SERVICE ACTIVITIES FOR OBJECTIVE 4

1. Fund/evaluate child care and other early childhood education programs which meet quality standards

2. Expand Head Start programs to include earlier ages

#### SYSTEM DEVELOPMENT ACTIVITIES FOR OBJECTIVE 4

1. Coordinate with implementers of the Early Childhood Education Plan
2. Coordinate with implementers of the Quality Childcare Plan
3. Provide expanded training opportunities to home caregivers serving low income families, concerning early childhood growth and development and education

## Benchmark: Increase Safe, Stable Housing

BENCHMARK ALLOCATION: 1% of available funds

### POTENTIAL PARTNERS:

*Some of the organizations that we may work with*

### SITUATION ANALYSIS/COMMUNITY FINDINGS:

*What we know about the way things are now, and how people in the community are responding*

The Housing and Community Development Commission (HCDC) is the policy-making body charged with implementing the County-wide Housing Affordability Strategy (CHAS). The HCDC has representation from the Cities of Gresham and Portland, and Multnomah County.

Other public entities involved in funding or developing housing or funding related services are:

- Housing Authority of Portland
- Portland Bureau of Housing and Community Development
- Portland Development Commission
- Gresham Community Development
- Multnomah County Community and Family Services Division (CFSD), Community Development Program
- Multnomah County CFSD Community Action Program

Other partners could include housing developers for low-income and special needs populations, such as community development corporations.

Every child deserves to have a family and community committed to that child's well-being. Unstable, unsafe housing is not compatible with achieving wellness, the goal of the Multnomah Commission on Children and Families, defined as *"the preservation of each child's potential for physical, social, emotional and cognitive and cultural development."*

Children in unsafe, unstable, sometimes overcrowded housing are severely hampered in their opportunities to reach their potential. Housing instability or lack of safety is closely associated with poverty (addressed in a separate benchmark).

Housing is becoming less affordable and less available in Multnomah County at the same time that poverty has increased:

- Fewer than one-half (42%) of renters pay under 30% of income for housing, the standard percentage for housing affordability.
- Poverty among families with children has increased. In 1990, 19% of children lived in poverty. Yet, public housing waiting lists are full and are closed.
- For 10 years, rental vacancy rates have been extremely low, indicating a tight housing market, particularly in close-in neighborhoods.
- Homelessness among families with children is increasing. On November 17, 1993, 606 children were homeless.

Home is unsafe for many women and children:

- Domestic violence shelters in Multnomah County turned away 87% of the women and children requesting shelter in 1990.
- Many unaccompanied youth report becoming homeless because of abuse or alcohol or drug use of parents.
- There is an absence of neighborhood safety in some areas.

Rent Burden issues are an increasing problem:

- 58% of renters pay over 30% of income for housing, the standard percentage for housing affordability. In other words, most renters are carrying a high rent burden compared to their income.
- The Housing Authority of Portland has nearly 10,000 households on its Public Housing/Section 8 waiting lists. Some lists are closed.
- Data gathered through 1990 shows the Portland metro area enjoyed a relatively high degree of housing affordability, but housing prices have increased dramatically since. There has been a general decline in housing affordability and in the available housing stock for sale.
- Many families with children are at-risk of homelessness.

Homelessness is an increasing risk for many:

- Federal, state and local housing policies, a decrease in affordable, private market housing, and changes in family life, result in many families being headed by economically vulnerable, single mothers.
- Four factors on the pathway to homelessness are: (1) lack affordable housing, precipitating the loss of permanent housing (2) residential mobility, destabilizing families (3) discrimination in the housing market, constraining housing choices, and (4) multiple stressors demoralizing fragile family systems

Half of all "severely distressed" Oregon neighborhoods are in Multnomah County, mostly in North and Northeast Portland. A severely distressed neighborhood is defined as including high rates of poverty, female-headed households, high school dropouts, unemployed males and families receiving public assistance (Children First, 1994).

Other major issues impacting the goal of safe stable housing include domestic violence, and a sharply increasing number of homeless youth, unaccompanied by an adult (see poverty benchmark for more information).



## Benchmark: Increase Safe, Stable Housing

(continued)

### OBJECTIVES:

*The directions we plan to take to lead us toward the benchmark*

#### OBJECTIVE 1

Increase the availability of affordable housing for families

#### OBJECTIVE 2

Increase the stability of housing for families

#### OBJECTIVE 3

Increase safety of housing for families

#### OBJECTIVE 4

Assure safe, stable housing options for children and youth who are without families able to care for them

### ACTIVITIES:

*The things we propose to do, and the tools we propose to use, categorized as "direct service," "system development," "policy," or "other" activities*

#### POLICY RELATED ACTIVITIES FOR OBJECTIVE 1

(see appendix titled: "Policy Considerations")

#### OTHER ACTIVITIES FOR OBJECTIVE 1

1. Expand housing options that keep families together (for example: "granny flats," group living arrangements, etc.)

#### DIRECT SERVICE ACTIVITIES FOR OBJECTIVE 2

1. Fund/evaluate through contracts with community-based organizations the expansion of teen parent programs, including services that support the development of independent living skills

#### SYSTEM DEVELOPMENT ACTIVITIES FOR OBJECTIVE 2

1. Provide Family Center access to the Landlord-Tenant Mediation Program in Multnomah County
2. Fund entrepreneurial community development activities that ultimately will provide income to afford housing

#### DIRECT SERVICE ACTIVITIES FOR OBJECTIVE 3

1. Fund/evaluate the cost of immediate safe housing options for women and children fleeing violence

#### OTHER ACTIVITIES FOR OBJECTIVE 3

1. Support community policing efforts and crime watch foot patrols

#### DIRECT SERVICE ACTIVITIES FOR OBJECTIVE 4

1. Fund/evaluate through contracts with community-based organizations permanent housing options for unaccompanied homeless youth for whom returning home is not an option

## Benchmark: Increase Families Caring for their Children (Part 1: All families)

BENCHMARK ALLOCATION: 12% of available funds

### POTENTIAL PARTNERS:

*Some of the organizations that we may work with*

### SITUATION ANALYSIS/COMMUNITY FINDINGS:

*What we know about the way things are now, and how people in the community are responding*

- Oregon Health Sciences University
- Regional Research Institute, Portland State University
- National Resource Center for Family Support Programs
- National Resource Center on Family-Based Services
- National Resource Center for Crisis Nursery and Respite care programs
- Birth to Three, National Center for Clinical Infant Programs
- National Committee For the Prevention of Child Abuse Program models which have proven to be successful include:
  - The Healthy Start Program
  - Intensive Family Preservation Services (Homebuilders)
  - Relief Nursery Program (The Family Nursery)
  - Intensive Family Services
  - Parent Training Services
  - Family Centers (Parent Child Development Services and Youth and Family Services)
  - Multnomah County Health Department Connections program
  - Mentoring Programs (Big Brother/Sister, Rotary etc.)
  - Respite programs
  - Helplines (Parents Anonymous)
  - Substance abuse and A.A. program
  - news, entertainment and advertising media
  - government organizations
  - business organizations
  - religious organizations
  - community service
  - non-profit organizations

The objective of this benchmark is to increase the number of families who are able to care for their own children reducing the need to place children in substitute care and reducing the need for intensive crisis intervention services.

Changing demographics and a dramatic increase in the demand for substitute care, nationally and in Oregon, serve as major obstacles in identifying reliable indicators to measure progress towards achieving this benchmark. While the rate of children from Multnomah County in foster care is high compared to other Oregon counties, the rate is lower than the national rate. Further, the demand for foster care in the Portland metropolitan area is growing slower than in other regions of the state, although the demand for out-of-home placements at mass shelters is increasing. Since the demands for substitute care vary widely, several indicators should be considered to form a reliable basis for evaluating progress.

One reasonable indicator that we are progressing towards achieving this benchmark would be a reduction in the average daily population (ADP) of children in foster care for Multnomah County as compared to the national average. (Similar indicators could measure progress in reducing the need for mass shelters. Currently, the ADP of children in paid foster care in Multnomah County is 80 percent of the national average. A reasonable goal would be a decrease in the ADP for Multnomah County to 75 percent of the national rate within five years.

Another indication of progress would be a drop in the ranking of Multnomah County compared to other counties in the rate substitute care placement. Currently, we rank second among Oregon's 36 counties. A reasonable goal would be a drop in the ranking to the lower two thirds of Oregon counties.

Thirdly, a 10 percent reduction in the length of time that children stay in substitute care over the next five years would be another goal.

A fourth indicator of progress would be a reduction in the disparity in the rates of placement of minority and non-minority children.

Finally, to assure that child safety is not sacrificed in the name of reducing placements, there should be no increase in the number of founded cases of child abuse.

Several underlying principles, based in part on the Principles of Family Support developed by the National Family Resource Coalition, create a solid foundation:

- Services are family-centered, addressing the needs of the child within the context of the family.
- Services are built upon the strengths of the families involved in the program with a focus on wellness and prevention and designed to foster resiliency.
- Central to the core of each program is the commitment to empower parents and support them as the best advocates for their children.
- The relationship between program and family is one of equality and respect.
- Participants are the program's most vital resource. Parents' ability to serve as resources to each other and to participate in program governance are recognized through the establishment of community networks, support groups and advisory boards and committees.
- Programs are voluntary, neighborhood based and accessible to families using the service, and when appropriate, should be provided in the home.
- Programs are inclusive and non-stigmatizing.
- Programs are designed to be to be culturally and socially relevant to the families they serve. When possible, staff and volunteers working in the program should reflect the ethnic and cultural makeup of the families served.
- Parent education, information about human growth and development and skill building for parents are essential elements for programs.
- Programs that are non-custodial should be voluntary. Seeking help and support is viewed as a sign of strength, not an indicator of deficits and problems.
- Programs offer safe environments, especially to the most vulnerable.

## **Benchmark: Increase Families Caring for their Children (Part 1: All families)**

(continued)

### **OBJECTIVES:**

*The directions we plan to take to lead us toward the benchmark*

### **ACTIVITIES:**

*The things we propose to do, and the tools we propose to use, categorized as "direct service," "system development," "policy," or "other" activities*

#### **OBJECTIVE 1**

Reduce Teen Pregnancy

#### **DIRECT SERVICE ACTIVITIES FOR OBJECTIVE 1**

1. Expand human sexuality education
2. Replicate and expand programs known to be effective in reducing teen pregnancy

#### **OTHER ACTIVITIES FOR OBJECTIVE 1**

1. Produce a public education campaign on the challenges and virtues of parenting

#### **OBJECTIVE 2**

Establish the services and supports that will assist people in understanding that becoming a parent involves assuming a big responsibility, and that this should be the result of a considered decision

#### **DIRECT SERVICE ACTIVITIES FOR OBJECTIVE 2**

1. Support teen parents with hospital visits and case management
2. Provide non-stigmatizing parent education at every critical stage of a child's development
3. Provide a full range of options related to pregnancy, including birth control, abortion, sterilization and adoption
4. Offer parent education as a part of the regular school curriculum

#### **POLICY RELATED ACTIVITIES FOR OBJECTIVE 2**

(see appendix titled: "Policy Considerations")

#### **OTHER ACTIVITIES FOR OBJECTIVE 2**

1. Produce a public education campaign on the challenges and virtues of parenting

#### **OBJECTIVE 3**

Create an interdependent, non-stigmatizing service delivery system with services available at a neighborhood level

#### **SYSTEM DEVELOPMENT ACTIVITIES FOR OBJECTIVE 3**

1. Establish Family Centers in every neighborhood
2. Support multi-service Family Centers that specifically focus on the needs of cultural and ethnic minority children, youth and families
3. Require collaboration for contracted services, including those dealing with mental health, alcohol/other drugs, respite care, and supportive services for families with children with disabilities

**Benchmark: Increase Families Caring for their Children (Part 2: Families with emerging problems)**  
(continued)

**POTENTIAL PARTNERS:**

*Some of the organizations that we  
may work with*

**SITUATION ANALYSIS/COMMUNITY FINDINGS:**

*What we know about the way things are now, and how people in the  
community are responding*

- Multi-disciplinary Team
- Juvenile Rights Project
- Portland State University
- Portland police
- School police
- Children's Services Division
- Juvenile Court
- CASA
- Harry's Mother/Garfield House Shelter
- Foster Parents Assn.
- Foster Grandparents Assn.
- Mental health providers
- Health providers
- CARES program
- School counselors
- Family Centers
- Family Crisis Nursery
- Casey Family Program
- Substitute Care Agencies

There appears to be a strong community value in Multnomah County that it is usually in the best interests of children to live with their families. The safety of the child must be balanced with attachment to family and, when, necessary the child placed in substitute care. By far, the majority of substitute care placements are made to foster family homes.

An escalating number of infants and young children (under 5 years) are being placed in substitute care.

In 1993, 2,342 families in Multnomah County received out-of-home placements of children aged birth-17 years through Children's Services Division. Based on a 1993 child population (birth-17) of over 143,000, children in Multnomah County were placed in foster care at a rate of 16.29 per thousand, the 2nd highest rate among 36 Oregon counties.

Multnomah County CSD worker caseloads average, significantly above national averages. Majority of families whose children enter out of home placements are previously known to CSD through Hotline calls. No one has responsibility for serving these families known to be at risk.

A single child welfare worker, rather than a team, is often asked to make decisions about the future of the child regarding removal, transition, treatment and permanency. Child welfare workers are not available 24 hours a day to respond with law enforcement to crises.

There are not adequate coordinated, accessible "front end" or treatment resources (including needs assessment, family mediation, parenting help, family and individual counseling and respite care).

In addition to the needs of younger children and their families, there remains a serious need to be responsive to the families of adolescents and pre-adolescents that are at increased risk for having a youth run away from home due to family problems including

- poverty, unemployment
- lack affordable housing, precipitating the loss of permanent housing
- residential mobility, destabilized families
- mental health concerns
- lack of parenting skills, lack of communication skills, lack of conflict resolution skills
- multiple stressors demoralizing fragile family systems

More than half the families of adolescents seeking family crisis intervention services are turned away or placed on a waiting list.

Emergency shelter beds have declined the last few years for youth who have run away from home and need safety before social workers can evaluate the youth's family's ability to become reunited.

Male and female youth as young as 14 or 15 who have run away from home are often left with three primary options:

- sleeping and eating at an age-inappropriate, night-time only homeless shelter, unaccompanied by an adult (if any beds are available)
- sleeping on the streets, under bridges, or in abandoned buildings
- working in prostitution or other sex industry jobs

## **Benchmark: Increase Families Caring for their Children (Part 2: Families with emerging problems)**

(continued)

### **OBJECTIVES:**

*The directions we plan to take to lead us toward the benchmark*

#### **OBJECTIVE 1**

Maintain foster care as a state service at this time. Evaluate the child welfare system in Multnomah County, especially the advantages and disadvantages of localizing child welfare and some or all of foster care.

#### **OBJECTIVE 2**

Expand services for families at risk of having their children removed from the home, or at risk for having their children running away from home, using Hotlines as significant referral points.

#### **OBJECTIVE 3**

Assure the responsiveness of the child welfare system to the family

#### **OBJECTIVE 4:**

Expand family crisis intervention services to provide support and options for families near the "breaking point"

#### **OBJECTIVE 5:**

Assure continuing support and implementation for the existing plan for services and supports for children and youth classified as CSD Level 7

### **ACTIVITIES:**

*The things we propose to do, and the tools we propose to use, categorized as "direct service," "system development," "policy," or "other" activities*

#### **DIRECT SERVICE ACTIVITIES FOR OBJECTIVE 1**

1. Fund/evaluate the services of consultants to work with a task force to bring national perspective and insight to the complex issues of child welfare in Multnomah County. Coordinate with Juvenile Rights Project and Multi-disciplinary Team (MDT) consultants

#### **SYSTEM DEVELOPMENT ACTIVITIES FOR OBJECTIVE 1**

1. Commission/evaluate a multi-disciplinary task force to work with consultants to assure coordination, common values and direction in child welfare issues and a systematic and planned prevention program.

#### **DIRECT SERVICE ACTIVITIES FOR OBJECTIVE 2**

1. Fund/evaluate a Family Team at each Family Center to respond to and assist families at risk particularly, those who call the Hotline but do not fall within CSD's jurisdiction. Include the family as a decision maker, an advocate for the family, a child welfare worker, mental health and health specialists, a school counselor, Family Center personnel and a community police person at a minimum. Include a resource fund which the team could access for discretionary client services.
2. Fund/evaluate Family Relief Nurseries
3. Fund/evaluate the provision of access, needs assessments, family mediation, family/individual counseling, case management, respite care
4. Implement Healthy Start
5. Fund/evaluate school-based child abuse prevention programs with adequate follow through and parent services.

#### **POLICY RELATED ACTIVITIES FOR OBJECTIVE 2**

(see appendix titled: "Policy Considerations")

#### **SYSTEM DEVELOPMENT ACTIVITIES FOR OBJECTIVE 3**

1. Work with CSD to develop and expand a continuum of individualize services coordinated by three child welfare system-related teams: one for preventing entry into the system, one for treatment while in it, and one for transition out of it into the community. Strive for continuity in teams and assure that the child's needs receive first priority. Assure that the family is an integral part of the decision making process.

#### **POLICY RELATED ACTIVITIES FOR OBJECTIVE 3**

(see appendix titled: "Policy Considerations")

#### **DIRECT SERVICE ACTIVITIES FOR OBJECTIVE 4:**

1. Fund/evaluate the provision of a package of services, for children and families who are not CSD involved, including hotline access, needs assessment, family/individual crisis counseling, case management, family mediation, respite care/emergency shelter, and basic needs

#### **DIRECT SERVICE ACTIVITIES FOR OBJECTIVE 5:**

1. Refer to existing Level 7 plan for activities; support all activities

## Benchmark: Increase Youth Graduating from High School

BENCHMARK ALLOCATION: 8% of available funds

### POTENTIAL PARTNERS:

*Some of the organizations that we may work with*

- Multnomah Education Service District (MESD)
- Portland Public Schools (PPS)
- Barlow/Gresham Schools
- Bonneville School District (SD)
- Centennial SD
- Corbet SD
- David Douglas SD
- Gresham Grade SD
- Orient SD
- Parkrose SD
- Reynolds SD
- Riverdale SD
- Sauvie Island SD
- Portland Leaders Roundtable Caring Communities
- Youth Gang Task Force
- The PEN (Portland Education Network)
- Multnomah County Health Department
- Multnomah County Libraries
- Committed Partners for Youth
- PSU Project PLUS
- Portland Public Schools' Teen Parent Program
- Private Industry Council
- Pacific University & PSU Upward Bound Programs
- Portland Impact
- RWQC Council
- Job Corps
- Business Youth Exchange (Chamber of Commerce)
- Business/industry organizations, and associations
- Multnomah County
- I Have a Dream Foundation
- Mott Foundation
- Neil Goldschmidt Foundation

### SITUATION ANALYSIS/COMMUNITY FINDINGS:

*What we know about the way things are now, and how people in the community are responding*

Increasing the percentage of youth graduating from high school and its inverse - decreasing the percentage of students dropping out - is a popular issue at the present time. Starting with the 1988-89 school year, the Oregon Department of Education (ODE) began requiring regular dropout reports from every school district in the state. This was the first time a uniform reporting system had been required. The ODE's analysis provides annual, one-year statistics as well as a synthetic four-year rate. For 1992-93, the dropout rate statewide was 5.7% and the four year rate was calculated to be 21.4%.

The Portland School Board adopted it as one of its major goals in 1990. PPS staff responded by creating a wide variety of "dropout retrieval programs." PPS staff also initiated the "Dropout Monitoring Study" which tracks the Class of 1994 from the end of 8th grade through the senior year. By the end of year 3 (grade 11) 31.5% of all students in the study had dropped out and not reentered another PPS school or program.

Implementation of the Katz Plan will require new ways of analyzing graduation and dropout rates as well as an increase in "relevancy" in the curriculum. It also requires alternative learning centers for dropouts and those at risk for failure.

Research points out the following reasons for students dropping out of school:

1. Lack of self-respect, respect from family and community.
2. Language and cultural issues; inability to adapt to mainstream culture and maintain first culture at the same time (Oregon Department of Education statistics say Hispanic students drop out at more than twice the average rate statewide; Am. Indian students are close behind)
3. Mobility (Oregon Department of Education statistics say a high proportion of dropouts were enrolled in the school district 1 year or less; mobility was also cited in Portland Public Schools' *Dropout Monitoring Study*)
4. Teen pregnancy, parenting, independent living burdens
5. Disrupted/dysfunctioning nuclear families
6. Alcohol/other drug abuse
7. Discipline problems
8. Gang involvement
9. Poor achievement
10. Homelessness
11. Inability to adapt to school setting (Oregon Department of Education statistics say students in large schools are more likely to drop out)
12. Inability of the school to provide a program leading to success for that student
13. Limited ability of schools to provide a bilingual program to meet the needs of non-English speaking students

## **Benchmark: Increase Youth Graduating from High School**

(continued)

### **OBJECTIVES:**

*The directions we plan to take to lead us toward the benchmark*

#### **OBJECTIVE 1**

Involve and assist the parents and family of the students at risk of leaving school before graduating

#### **OBJECTIVE 2**

Coordinate and collaborate with other community efforts having similar goals, including both public and private interests

#### **OBJECTIVE 3**

Develop and expand programs that specifically address the unique needs of individual students at risk of leaving school before graduating

#### **OBJECTIVE 4**

Promote the values of personal respect and safety, and reduce in-school conflict and violence

### **ACTIVITIES:**

*The things we propose to do, and the tools we propose to use, categorized as "direct service," "system development," "policy," or "other" activities*

#### **DIRECT SERVICE ACTIVITIES FOR OBJECTIVE 1**

1. Provide direct assistance to families experiencing disruption

#### **OTHER ACTIVITIES FOR OBJECTIVE 1**

1. Promote an appreciation for parental involvement with schools, within the school system and the community
2. Cooperate with community efforts and community colleges in relocating the programs that teach English to LEP adults into the neighborhood schools

#### **DIRECT SERVICE ACTIVITIES FOR OBJECTIVE 2**

1. Continue supporting in-school sited integrated service centers
2. Continue supporting in-school sited Teen Health Centers
3. Fund/evaluate programs that prevent child/adolescent HIV infections and other sexually transmitted diseases, targeting populations at increased risk

#### **SYSTEM DEVELOPMENT ACTIVITIES FOR OBJECTIVE 2**

1. Support and cooperate with community efforts to reduce teen pregnancy, gang involvement, and alcohol/other drug abuse among students and their families

#### **OTHER ACTIVITIES FOR OBJECTIVE 2**

1. Support "service learning/community-based teaching" component of the Urban Svcs Grant, (The PEN) program at PSU; Caring Community Clusters
2. Support school-to-work transition activities in public/private sectors, in both the profit and non-profit arenas
3. Increase the number of public/private partnerships
4. Promote the business community's involvement with students, including both large and mid-size corporations as well as small, family run businesses

#### **DIRECT SERVICE ACTIVITIES FOR OBJECTIVE 3**

1. Support "Counteract," a drug and alcohol program initiated by PPS
2. Support and expand Emanuel Hospital's "Save Our Youth" program
3. Increase programs aimed at LEP populations with high dropout rates
4. Advocate for the creation of in-school programs and supports to address risk factors affecting dropout rates among sexual minority youth
5. Fund/evaluate the availability of community-based mental health services for sexual minority youth, and their families when appropriate, who are increased risk of harming themselves/being harmed by their families
6. Expand the availability of a youth hotline for sexual minority youth
7. Promote the maintenance of home languages that are not English

#### **SYSTEM DEVELOPMENT ACTIVITIES FOR OBJECTIVE 3**

1. Support Dropout Retrieval Programs/alternative programs sponsored by SDs
2. Promote staff development to increase multicultural awareness and implement curriculum already developed

3. Fund/evaluate outreach to sexual minority youth; help them access resources

#### **POLICY RELATED ACTIVITIES FOR OBJECTIVE 3**

(see appendix titled: "Policy Considerations")

#### **OTHER ACTIVITIES FOR OBJECTIVE 3**

1. Promote the idea of an "individual learning plan" for every student at risk; recognize the ability of some students to graduate from high school in spite of many barriers (i.e. some pregnant teens, gang members, and drug abusers manage to graduate from high school)
2. Promote school programs shown to be successful at helping students with poor achievement to do well; promote objective evaluation of experience programs
3. Support meaningful work opportunities for low-income students
4. Support the interests and needs of all students and their families through an appreciation for diversity

#### **OTHER ACTIVITIES FOR OBJECTIVE 4**

1. Support County efforts at violence abatement in schools/community
2. Develop a plan to reduce physical and emotional violence based on cultural and ethnic minority status, gender, and any other bias
3. Reduce the number of weapons in schools, creating a safer overall environment
4. Promote respect for students and education in general

## **Benchmark: Reduce Minority Over-Representation in Juvenile Justice /Child Welfare Systems**

BENCHMARK ALLOCATION: 10% of available funds

### **POTENTIAL PARTNERS:**

*Some of the organizations that we may work with*

- Multnomah County Juvenile Justice Division
- Multnomah County Community & Family Services Division
- Multnomah County Adolescent Mental Health/Youth Program Office
- Multnomah County Alcohol and Drug Program Office
- Multnomah County Health Department
- other Multnomah County divisions and programs
- Intervention Committee of the former Multnomah County Children and Youth Services Commission
- Detention Reform Committee
- Oregon Children's Services Division (CSD), child welfare & juvenile corrections
- Oregon Commission on Children and Families
- Alternative schools
- Tutoring services
- Employment programs
- Gang resources - juvenile justice, law enforcement and community-based
- Church programming, including mentoring services
- Alcohol and other drug treatment programs, in-patient and out-patient
- Residential treatment programs
- Transitional housing programs
- Shelter care facilities
- Mental health agencies
- city, county & state law enforcement, including the school police
- Child Welfare
- school district supported services
- Family Service Centers
- Juvenile Parole

### **SITUATION ANALYSIS/COMMUNITY FINDINGS:**

*What we know about the way things are now, and how people in the community are responding*

Social justice for minority youth is an issue for both the juvenile justice and the child welfare systems.

Most planning has involved the juvenile justice system. The Multnomah County Juvenile Justice Division has concentrated on reducing the over-representation of African-American youth in the juvenile justice system through a variety of programs funded with state, federal and county money.

The MCCF is committed to these efforts and to similar future efforts related to the child welfare system. The MCCF's predecessor funded programs targeting minority youth in the state training schools, and funded a SE Asian youth needs assessment.

There has been a decrease in minority overrepresentation in the juvenile justice system in the past three years, especially for African American youth, but the reasons for this have not been fully examined.

For many years, the juvenile justice system has been the focus of research on the perception of bias toward minority youth. Studies of Multnomah County include the ongoing Office of Juvenile Justice & Delinquency Prevention study, begun in 1992 by the State Commission on Children and Families, and the more recent research of the Oregon Supreme Court Task Force on Racial/Ethnic Issues in the Judicial System.

The Supreme Court Task Force's report called for:

- A comprehensive statewide plan to reduce minority over-representation and disproportionate confinement in the juvenile justice system
- More skilled interpreters to assist non-English speaking parents/care-givers
- More trained and culturally-sensitive experts available to juvenile court staff and practitioners

No comparable research of similar issues within the child welfare system has been undertaken since 1982.

Although it is phrased more generally, this initiative deals nearly entirely with young, African American males.

Over-representation for young African American males becomes more acute as system penetration increases from early warnings, to diversion, to early detention, to commitment to state training schools, to remand to the adult system.

While the nature of reasons for over-representation are not fully addressed, the research to date indicates a need for further and more refined analysis of the system data, controlling for the influence of the number of prior referrals, crime severity, and selection factors. All of these can affect the accumulation of cases at certain decision points in juvenile justice processing.

Qualitative data analysis suggest the need for additional research on the availability of client resources and services.



## **Benchmark: Reduce Minority Over-Representation in Juvenile Justice /Child Welfare Systems**

(continued)

### **OBJECTIVES:**

*The directions we plan to take to lead us toward the benchmark*

#### **OBJECTIVE 1**

Increase the availability of a sufficient array of community-based services that are ethnically, culturally, linguistically and gender appropriate and that are available throughout the system from first contact to post-commitment placement

#### **OBJECTIVE 2**

Support system-wide improvements which allow for the best and most current information to be shared by all partners, and which allow all practices to be of maximum effectiveness, and culturally, linguistically and gender appropriate

### **ACTIVITIES:**

*The things we propose to do, and the tools we propose to use, categorized as "direct service," "system development," "policy," or "other" activities*

#### **DIRECT SERVICE ACTIVITIES FOR OBJECTIVE 1**

1. Advocate with Oregon Children Services Division (CSD) for residential placements that are accessible and available to minority youth
2. Advocate for continued funding of community-based alternatives to secure confinement
3. Continue to advocate for and fund post-commitment transitional and community-based placement for minority youth
4. Increase the availability and improve the quality of diversion programs
5. Provide after-care programs to facilitate the reintegration of minority youth from state/county facilities back into their home communities
6. Advocate for an increased level of mental health services
7. Provide interpreters as needed for non-English-speaking children, parents and care-givers in all juvenile proceedings, including informal proceedings

#### **SYSTEM DEVELOPMENT ACTIVITIES FOR OBJECTIVE 1**

1. Study the need and effectiveness of current programming
2. Develop processes to ensure that all services and supports are relevant, gender specific, and appropriate for diverse populations including ethnic, cultural, sexual and linguistic minorities; and to ensure an equitable distribution of resources and services

#### **OTHER ACTIVITIES FOR OBJECTIVE 1**

1. Develop alternatives to secure confinement for minority youth

#### **SYSTEM DEVELOPMENT ACTIVITIES FOR OBJECTIVE 2**

1. Cooperate and collaborate with both local, state and federal efforts to identify and address the problems of over-representation and develop community-based alternatives
2. Develop a resource listing of interpreters
3. Advocate for a system of cross-cultural training for juvenile justice personnel and other care-givers
4. Continue to cooperate and collaborate with the state Commission on Children and Families, the JJD, and CSD on the pilot study of over-representation of minority youth in the juvenile justice system
5. Coordinate services on a broader scale, involving state, county, school and community-based organizations
6. Support cross-cultural diversity training and education for juvenile justice personnel, practitioners, elected officials, the general public and the at-risk populations
7. Develop processes to ensure that all services and supports are relevant, gender specific, and appropriate for diverse populations, including ethnic, cultural and sexual minorities

#### **OTHER ACTIVITIES FOR OBJECTIVE 2**

1. Encourage further study of over-representation of minority youth in the child welfare system
2. Develop a systematic ongoing monitoring procedure to determine at regular intervals the percent of minority youth being processed through each stage of the juvenile justice system, in order to target more specifically the decision points at which major disparities occur

*(Based on the recommendations of the Oregon Supreme Court Task Force on Racial and Ethnic Issues in the Judicial System)*

**POTENTIAL PARTNERS:**

*Some of the organizations that we  
may work with*

- Multnomah County Juvenile Justice Division
- Multnomah County Community & Family Services Division
- Multnomah County Adolescent Mental Health/Youth Program Office
- Multnomah County Alcohol and Drug Program Office
- Multnomah County Youth Employment and Empowerment Program
- Multnomah County Health Department
- other Multnomah County divisions and programs
- Juvenile Court
- Youth Service Center diversion programs
- Mall security businesses
- African-American churches
- Crime prevention units of neighborhood associations
- Law enforcement: Portland Police, Multnomah County Sheriff, Oregon State Police, school police
- Alcohol and drug prevention programs
- Hispanic youth programs
- Casey Foundation
- Alternative schools
- Tutoring services
- Employment programs
- Gang Resources - Juvenile Justice, law enforcement and community-based
- Church programming, including mentoring services
- Alcohol and other drug treatment programs, in-patient and out-patient
- Residential treatment programs
- Transitional housing programs
- Shelter care facilities
- Mental health agencies
- Child Welfare
- School district supported services
- Family Service Centers
- Juvenile Parole
- organizations accessing the federal crime bill appropriations

**SITUATION ANALYSIS/COMMUNITY FINDINGS:**

*What we know about the way things are now, and how people in the  
community are responding*

The increase in violent crime by juveniles, including the increased use of weapons is a serious problem in Multnomah County. The rates have increased far in excess of population growth.

Increase in violent crime continues to put great pressure on the number of available close custody beds to Multnomah County.

The county has experienced growth in referrals for sexually assaulted behavior by juveniles, and a greater number of adjudicated juvenile sex offenders.

Citizens are frightened and are demanding "quick fixes."

The gang phenomenon is not going away. Attention has been focused on North/Northeast Portland, but serious problems in Southeast Portland and East County have not been addressed.

We are seeing an increase in multi-cultural gangs, Hispanic gangs, skinheads, SE Asian youth, involvement of girls in gangs.

Although Multnomah County has a new Detention facility, only 60 beds are dedicated to Multnomah County youth requiring pre-dispositional, secure confinement. The remaining beds are dedicated to Regional Detention, treatment and assessment programs, or are currently undesignated pending state wide planning efforts.

The Juvenile Justice Division is involved with the Annie E. Casey Foundation to implement program and policy changes to increase the use of detention alternative programs while still assuring public safety.

Juvenile justice is in the midst of tremendous change at all levels, much of which is a result of public pressure, pending legislation regarding waivers to adult court, and proposals to strengthen juvenile justice while allowing the system resources to rehabilitate youth.

Programming for female offenders and for minority youth, and community-based options are still lacking. With changes in policy, very few young women will be eligible for confinement in secure detention.

There is a tremendous push for "quick fix" methods, including recently approved ballot measures, seeking to remand all youth who commit felonies to adult court and to be served in the adult system.

A strong commitment is needed in this county to both assist in and advocate for adequate services at all levels in the juvenile system, and to educate the public as to what is being done and can be done to reduce juvenile crime without putting all of our resources into an adult prison system that is too expensive and is not working.

## Benchmark: Reduce Juvenile Crime

(continued)

### OBJECTIVES:

*The directions we plan to take to lead us toward the benchmark*

#### OBJECTIVE 1

Increase the availability of a sufficient array of community-based services that are ethnically, culturally and gender appropriate, that are available for all children and families at increased risk of becoming involved or becoming further involved with juvenile criminal behavior, and that incorporate an individualized family-preservation model

#### OBJECTIVE 2

Improve the child welfare and juvenile justice systems to better respond to the needs of children and families

#### OBJECTIVE 3

Assure the special consideration of specific, targeted populations of children and families

#### OBJECTIVE 4

Assure that the ideas and voices of young people, as well as other community members, are included in the development and implementation of efforts to reduce juvenile crime

### ACTIVITIES:

*The things we propose to do, and the tools we propose to use, categorized as "direct service," "system development," "policy," or "other" activities*

#### DIRECT SERVICE ACTIVITIES FOR OBJECTIVE 1

1. Fund/evaluate and implement these recommended pilot programs:
  - Multi-systemic, family preservation, home-based, intensive wrap-around service model, based on the South Carolina model for serious, chronic and violent offenders
  - PACE (Practical And Cultural Education), non-residential model for girls, based on the philosophy/components of the PACE Program of Florida, emphasizing unconditional advocacy, academics, life skills, community service, and individualized follow-up
2. Increase treatment services/supports to youth facing loss, grief, and post traumatic stress, since these are often the precursors to violent acts. (violence is a cycle to be ended)
3. Fund/evaluate community mentorship programs linking a safe, stable adult with each high risk factor youth, requiring training for mentors, mechanisms for coordination and established program standards
4. Expand A&D treatment programs for youth and their families
5. Continue support for existing diversion programs, and implementing the Alternatives to Detention project
6. Fund/evaluate structured recreation for youth at high risk of juvenile crime
7. Provide meaningful pre-employment/employment services for youth
8. Expand school health clinic services into Middle Schools
9. Assure housing and basic needs for African-American girls
10. Provide multi-disciplinary screening for alcohol and other drugs and mental health needs prior to placement
11. Provide aftercare and transition programs for 18-21 year olds coming out of the state institutions and returning to the community
12. Provide a pot of flexible funding to meet the individualized needs of youth and families

#### SYSTEM DEVELOPMENT ACTIVITIES FOR OBJECTIVE 1

1. Develop outcome measures for evaluating current programs/for developing new ones
2. Evaluate current resources; develop new ones as necessary
3. Increase training for direct client service staff regarding the development of strong client/service provider relationships
4. Provide resources to intervene at the first offense, including diversion
5. Seek funding to develop a plan for a continuum of services for girls and young women

#### SYSTEM DEVELOPMENT ACTIVITIES FOR OBJECTIVE 2

1. Improve tracking and data collection for the child welfare system
2. Develop a link between child welfare/juvenile justice tracking systems
3. Seek funding to conduct research into child welfare and juvenile justice involvement so that estimations and trends can be developed regarding reducing minority overrepresentation and juvenile crime

#### DIRECT SERVICE ACTIVITIES FOR OBJECTIVE 3

1. Provide gang involved youth expanded social support programs, requiring specific, measurable outcomes and rigorous evaluation
2. Provide adjudicated youth expanded services, including A&D, mental health, that are culturally/gender appropriate
3. Provide street youth, and other youth, without the support of a family, basic needs and developmental opportunities
4. Support existing diversion programs for male/female youth working in prostitution, to offer youth safe, legal options for self-support
5. Develop programs for enhanced response to sexual offenders

#### SYSTEM DEVELOPMENT ACTIVITIES FOR OBJECTIVE 3

1. Develop processes ensuring all services/supports are culturally relevant, gender specific, and appropriate for diverse populations, including ethnic, cultural sexual minorities
2. Support existing programs and develop programs for enhanced response to sexual offenders as needed
3. Convene a task force to examine issues related to sexual offenders and other offenders with severe mental health problems

#### POLICY RELATED ACTIVITIES FOR OBJECTIVE 3

(see appendix titled: "Policy Considerations")

#### DIRECT SERVICE ACTIVITIES FOR OBJECTIVE 4

1. Fund/evaluate peer delivered mediation services in schools, and in culturally specific community organizations

#### OTHER ACTIVITIES FOR OBJECTIVE 4

1. Fund/evaluate school and general public forums for youth to speak in their own voices about their concerns and solutions to violence.
2. Continue to utilize the juvenile justice planning team and other interested persons in an advisory capacity on an on-going basis for the MCCF's planning and advocacy work

## Benchmark: Reduce Adolescents' Use of Tobacco, Alcohol, other Drugs

BENCHMARK ALLOCATION: 6% of available funds

### POTENTIAL PARTNERS:

*Some of the organizations that we  
may work with*

- Youth
- Families
- Schools
- Businesses
- Religious Community
- Community Groups
- Health Care Providers
- A&D Providers
- Media
- Criminal Justice System
- Local, State, and Federal Government

### SITUATION ANALYSIS/COMMUNITY FINDINGS:

*What we know about the way things are now, and how people in the  
community are responding*

Adolescent use of tobacco products, alcohol, and other drugs is a significant concern in Multnomah County. Available data points to the conclusion that, in spite of steady declines in drug use among juveniles in years past, more recent information nationally and locally, signals a change in this pattern with strong indications of increase in use.

It should be noted that available statistics only reflect data regarding students in school even though use of tobacco, alcohol, and other drugs is believed highest among out-of-school youth, a substantial population.

Foremost among the findings of this report is the need for new funding patterns that encourage collaboration and integration of services. Our service delivery system aims at providing a broad-based, integrated, full continuum of services for youth and families, but relies on categorical funding methods which create inappropriate competition among services areas as well as between service providers. This is a major systems barrier, which not only doesn't reward, but actually inhibits collaboration and integration of services.

It should also be recognized that though there are substantial state and federal resources for alcohol and drug treatment programs, the adolescent population is the recipient of only a small portion of these resources and require specialized services so that resource service dollars available may not go as far with the adolescent population as with the adult population.

Volunteer members of the county's Regional Drug Initiative Youth Coalition served as a focus group to provide input to this planning effort. Their recommendations regarding drug prevention included the following:

- Use peers as educators on topics pertaining to youth.
- Provide in-school drug education programs beginning at the earliest possible age.
- Assure interactive learning situations for youth.
- Designate school counselors who are available to help.
- Make choices and consequences clear for adolescents.

In a 1992 research project among middle and high school students, Seattle-based Comprehensive Health Education Foundation determined that "the issue of greatest reported personal significance to students was drugs" although there was "only limited recognition that alcohol products and cigarettes are drugs, with some students reporting that to be 'a drug' a substance must be illegal. Students explained their concerns by identifying how drugs affected "nearly all aspects of their lives: sex, sexually transmitted diseases, violence (and sexual violence in particular), safety, abuse, fitness and exercise, communication, personal relationships with family and friends, entertainment and news media, peer pressure, law enforcement personnel, and their plans for the future."

Portland 11th graders who were asked in 1992 if they had used alcohol and/or other drugs in the preceding month reported 23% illegal drug use, 43% alcohol use, and 22% tobacco use; 8th graders reported slightly lower usage.

Multnomah County Alcohol & Drug Program Office estimates that 10% of Multnomah County's 23,000 high school students have "serious problems with alcohol and/or other drugs."

## **Benchmark: Reduce Adolescents' Use of Tobacco, Alcohol, other Drugs**

(continued)

### **OBJECTIVES:**

*The directions we plan to take to lead us toward the benchmark*

#### **OBJECTIVE 1**

Adopt consistent public policy positions that support the recommendations of this report

#### **OBJECTIVE 2**

Advocate for program concepts based on community involvement, capacity building, risk and resiliency factors, and wellness

#### **OBJECTIVE 3**

Assure a continuum of services supporting growth, education, prevention, intervention, treatment, and sanctions

#### **OBJECTIVE 4**

Assure culturally competent and culturally specific direct services

#### **OBJECTIVE 5**

Work to eliminate artificial barriers to funding a full range of services

### **ACTIVITIES:**

*The things we propose to do, and the tools we propose to use, categorized as "direct service," "system development," "policy," or "other" activities*

#### **POLICY RELATED ACTIVITIES FOR OBJECTIVE 1**

(see appendix titled: "Policy Considerations")

#### **DIRECT SERVICE ACTIVITIES FOR OBJECTIVE 2**

1. Advocate for more youth oriented recreation activities at times and locations that will support the non-use of alcohol and other drugs

#### **SYSTEM DEVELOPMENT ACTIVITIES FOR OBJECTIVE 2**

1. Train service providers to better address risk and protective factors
2. Collaborate with County Health Department's anti-smoking program

#### **POLICY RELATED ACTIVITIES FOR OBJECTIVE 2**

(see appendix titled: "Policy Considerations")

#### **OTHER ACTIVITIES FOR OBJECTIVE 2**

1. Advocate with news/entertainment media for images of responsible behavior; down-play images portraying alcohol as central to having fun
2. Appoint task force to identify exemplary local practices and programs
3. Advocate for *Oregonian* to reconsider its current and substantial donated anti-drug ads to include ad messages developed by local youth
4. Give meaningful recognition to young people who are contributing time and talent to effective drug prevention activities

#### **DIRECT SERVICE ACTIVITIES FOR OBJECTIVE 3**

1. Fund/evaluate, through contracts with community-based organizations, services consistent with the activities above in Objective 2
2. Fund/evaluate programs that prevent child/adolescent HIV infections and other sexually transmitted diseases, targeting populations at increased risk

#### **OTHER ACTIVITIES FOR OBJECTIVE 3**

1. Work with employers of youth to develop access to EAP programs for their young employees as an employment benefit

#### **DIRECT SERVICE ACTIVITIES FOR OBJECTIVE 4**

1. Fund/evaluate social activities for sexual minority youth in environments that are safe and free from alcohol and other drugs
2. Fund/evaluate the availability of community-based mental health services for sexual minority youth, and their families when appropriate, who are increased risk of harming themselves/being harmed by their families
3. Expand the availability of a youth hotline for sexual minority youth

#### **SYSTEM DEVELOPMENT ACTIVITIES FOR OBJECTIVE 4**

1. Fund/evaluate a youth caucus to deliberate on ways to include youth views in prevention programming
2. Increase the skill and educational level and the number of minority service providers to ensure culturally competent services
3. Fund/evaluate a system of outreach to help sexual minority youth access resources

#### **POLICY RELATED ACTIVITIES FOR OBJECTIVE 5**

(see appendix titled: "Policy Considerations")

This document is the final version of all the text.

✓  
**PLEASE PRINT LEGIBLY!**

**MEETING DATE** 12-1-94

**NAME**

Jeanne Orcutt

**ADDRESS**

4201 NW 3rd St

**STREET**

Gresham

97030

**CITY**

**ZIP**

**I WISH TO SPEAK ON AGENDA ITEM NO.**

R-2

**SUPPORT**

**OPPOSE**

X

**SUBMIT TO BOARD CLERK**

MEETING DATE: DEC 01 1994

AGENDA NO: R-2

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

**SUBJECT:** Resolution - In the Matter of Establishing a Process for Filling Vacancies on District Boards Pursuant to State Law.

**BOARD BRIEFING** Date Requested: \_\_\_\_\_

Amount of Time Needed: \_\_\_\_\_

**REGULAR MEETING:** Date Requested: December 1, 1994

Amount of Time Needed: \_\_\_\_\_

**DEPARTMENT:** Non-Departmental **DIVISION:** Office of the Chair

**CONTACT:** Delma Farrell **TELEPHONE #:** 248-3953

**BLDG/ROOM #:** 106/1410

**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):

**SIGNATURES REQUIRED:**

**ELECTED OFFICIAL:** Bardley Stein

OR

**DEPARTMENT MANAGER:** \_\_\_\_\_

BOARD OF  
COUNTY COMMISSIONERS  
1994 NOV 21 PM 1:34  
MULTNOMAH COUNTY  
OREGON

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

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

0516C/63

*Copy of Resolution 94-229 Sent to Larry Kessel  
& Delma Farrell on 12-8-94*

6193



BCC ✓ 11/29/94

M E M O R A N D U M

TO: Clerk of the Board of Commissioners

FROM: Laurence Kressel (106/1530) LK  
County Counsel

DATE: November 29, 1994

SUBJECT: Rockwood Water District; Item R-2 on  
12/1/94 Agenda

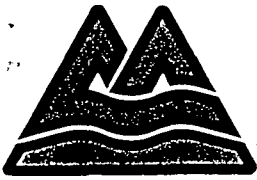
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Agenda item R-2 for the 12/1/94 agenda will make more sense to the BCC if you distribute the enclosed materials beforehand. Although the item is a Resolution establishing a generic process for filling vacancies on district boards, the events that caused creation of the Resolution concerned one particular board-- the Rockwood Water District Board.

The attached memo to Commissioner Kelley explains why the BCC has been drawn into this water district controversy. The Resolution is step 1 in a 2 step process to resolve it.

Please make this cover memo and the attached material available to the BCC right away.

RECEIVED  
COUNTY CLERK  
NOV 29 1994  
MULTIOMAH COUNTY  
OREGON



# MULTNOMAH COUNTY OREGON

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

FROM: Laurence Kressel (106/1530) *lk*  
County Counsel

DATE: November 9, 1994

SUBJECT: Rockwood Water District; Vacancies on  
District Board

COUNTY COUNSEL  
LAURENCE KRESSEL

CHIEF ASSISTANT  
JOHN L. DU BAY

ASSISTANTS  
J. MICHAEL DOYLE  
SANDRA N. DUFFY  
GERALD H. ITKIN  
H.H. LAZENBY, JR.  
STEVEN J. NEMIROW  
MATTHEW O. RYAN  
JACQUELINE A. WEBER

### Question

The Rockwood Water District (RWD) manager has requested that the County Commission fill two vacancies on the RWD Board. However, two remaining RWD Board members insist that County Commission action is unwarranted. You ask whether the County Commission is required by law to make the appointments.

The answer is a slightly qualified yes.

### Discussion

ORS 198.320(1) provides:

Except as otherwise provided by law, a vacancy in an elected office in the membership of the governing body of a district shall be filled by appointment by a majority of the remaining members of the governing body. If a majority of the membership of the governing body is vacant or if a majority cannot agree, the vacancies shall be filled promptly by the county court of the county in which the administrative office of the district is located.

The statute authorizes action by the County Commission in two circumstances: (1) a majority of the seats on the district board

are vacant or (2) a majority of the remaining members of the board cannot agree.

You inform me that two of the five seats on the RWD Board are now vacant. Thus, if this is a case for action by the County Commission, it must be because "a majority cannot agree."

There is controversy over whether this is a case where "a majority cannot agree." The details are stated in the enclosed November 3 letter to Bev Stein from the RWD Manager, Duane Robinson. In sum, an appointment to fill one vacancy was made October 18 by two of the three remaining members. However, the appointment was not made at an official RWD meeting (no quorum). Legal counsel for the RWD has declared the October 18 appointment null and void for lack of a quorum. From Mr. Robinson's letter, it appears unlikely that a quorum of the RWD will assemble.

The situation comes down to this: although a majority (two members) of the remaining members of the RWD board agree on who should be appointed to fill a vacancy, they cannot act because a quorum of the Board cannot be assembled. The question is whether this circumstance requires the County Commission to fill the vacancies. because, in the wording of ORS 198.320(1), "a majority cannot agree."

This is obviously a debatable point, but in my view the answer is yes, with a caveat discussed below (point 3). Here is my rationale:

1. The controlling quorum statute, ORS 264.430(2), provides that "a majority" of a district board makes up a quorum to do business. It is reasonable to read "majority" in that statute to mean a majority of the full membership of the district board (three members). See Simmons v. Holm, 229 OR 373,384 (1961). Thus, unless three members are present at a meeting, RWD cannot conduct business.<sup>1</sup>

---

<sup>1</sup> I doubt a court would read ORS 198.320(1) to create an exemption from the normal quorum rule. The second sentence of ORS 198.320(1) dictates what should happen when a majority of the seats on a district board are vacant, i.e., when it is impossible to obtain a quorum. In that instance, the County Commission fills vacancies. Read as a whole, ORS 198.320 permits remaining board members to act only where a quorum of the body is still intact. I believe that if the legislature intended to alter the usual rule that a quorum must be present for the conduct of business, it would have made that intent clear in ORS 198.320.

2. I agree with RWD's counsel that making appointments to fill vacancies is official business of the district. There are no Oregon cases on this point, but there are cases from other jurisdictions See, e.g. Burns v. Stenholm, 17 NW2d 781, 783 (Mich. 1945) ("It is our opinion that when only two members of the commission are in attendance at any regular or special meeting they are limited in power and may only adjourn or compel attendance of absent members. They may not transact any business such as making an appointment to fill a vacancy in the city commission").

3. The real difficulty lays in deciding at what point the RWD Board is incapable of official action to fill vacancies due to the quorum problem. We know from Mr. Robinson's letter that a quorum could not be assembled on October 18. But we do not know whether a quorum could be established in the future. It may even be possible for the two concurring members to seek judicial assistance to compel attendance of the third member.<sup>2</sup>

The correspondence from RWD indicates that it is unlikely a quorum of the Board can be assembled. I believe this is sufficient to trigger County Commission action under ORS 198.320(1). The statute directs that vacancies must be filled "promptly" by the County Commission if a majority [of the district board] cannot agree. The mandate for prompt action would be violated by waiting indefinitely for a quorum of the remaining members to assemble. See Flask v. Idaho, 73 NE 2d 195 (Idaho Supreme Court) (1947). (Council's inability to muster a quorum to fill vacancy was a "failure to act" within law authorizing Mayor to fill vacancy if council failed to act within 30 days.) In Flask, the court gave considerable weight to the policy of minimizing the time that elective offices remain vacant.

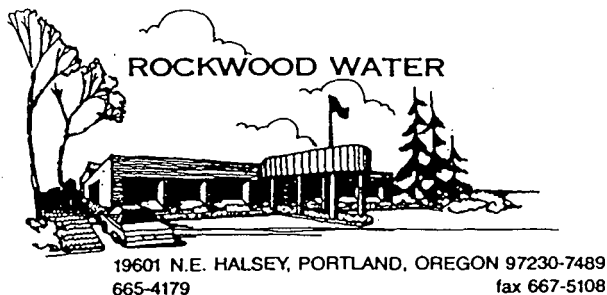
For the above reasons, I conclude that the circumstances warrant action by the County Commission to fill the vacancies on the RWD Board.

cc Maria Rojo de Steffey  
Duane Robinson, RWD  
Frank Josselson  
Herb Brown

---

<sup>2</sup>

I am unaware of Oregon authority on this point, but courts elsewhere have granted this type of relief. See, e.g. Smith v. Ghiqliotty, 530 A2d 68 (N.J. Superior. Court) (1987) (ordering recalcitrant council members to attend meeting to fill vacancy).



November 3, 1994

Bev Stein, Chair  
Multnomah County Commission  
1120 SW Fifth #1410  
Portland OR 97204

Dear Chair Stein:

Since signing my November 2, 1994 letter a question has come up about the scheduling of the October Water District Board meeting. I have listed the facts below and attach copies of the correspondence.

At the September 7, 1994 Water District meeting the four Commissioners agreed on a routine date and time for monthly meetings, that being the third Tuesday of each month between 6:30 and 7 pm. They all knew and agreed to conclude prior to 7 pm as the PUD Board meetings are scheduled to commence at this time. Everyone knew this would not be a problem as all during the year the Water District has not had any real business to conduct, meetings generally lasted three to eight minutes, and many meetings were telephone conference calls.

The October Water District meeting was scheduled for the 18th, however, due to a potential lack of quorum problem, October 11th was suggested in my letter of October 4th, copy attached. Herb Brown called me by phone on October 7th advising the date did not work for both he and Pat Brown. I reiterated we would not have a quorum on October 18th so we couldn't have a meeting that evening and we would just keep trying for a mutually convenient date for everyone

This lack of an agreeable date between the four Commissioners has been an ongoing issue as three meetings prior to the September 7th meeting were cancelled for the same reasons. It was really not a problem as, I have stated previously, there was no real business to conduct anyway.

After my agreement with Mr. Brown to work on a new date Mr. Stallings resigned. I then sent my October 13th letter, copy attached. I felt this was what everyone wanted

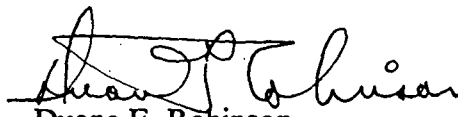
Letter to Multnomah County Chair  
3 November 1994  
Page Two

especially since the Browns called for the County intervention at the September meeting during the difficulty to appoint a new Commissioner.

When I learned the Browns planned to have a two person meeting, which was not advertised since the October meeting had been cancelled, I contacted legal counsel. I was advised to send a letter requesting County intervention and assistance, which I did.

I hope the above sheds additional light on this issue.

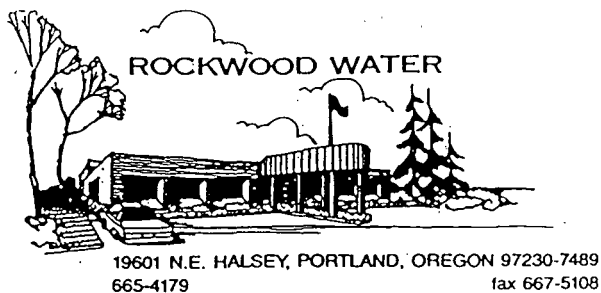
Very truly yours,



Duane E. Robinson  
Manager

mvh

cc: Rockwood Water District Board  
Rockwood Water PUD Board  
Frank Josselson



October 4, 1994

Herb and Pat Brown  
1546 SE 138th  
Portland OR 97233

Re: RWD Board Meeting

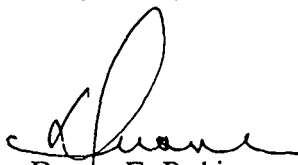
Dear Herb and Pat:

John Vogl has communicated that he will be unable to attend an October 18th 6:30 pm RWD Board meeting. When I communicated this to Bill Stallings he commented that he will be running late for the PUD meeting that day himself. In other words, he will not be available at 6:30 either.

The preceding Tuesday, the 11th, at 6:30 was acceptable to both of them, and I wonder if this works into your schedules.

Please communicate with me as soon as possible.

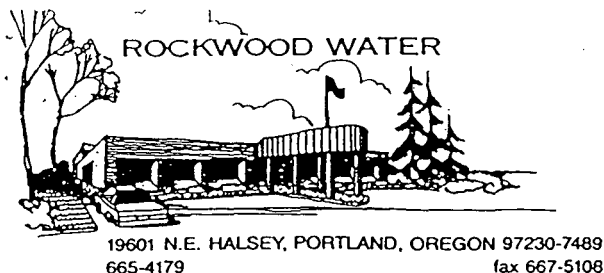
Very truly yours,



Duane E. Robinson  
Manager

mvh

cc: John Vogl  
Bill Stallings



13 October 1994

TO: Herb Brown  
Pat Brown  
John F. Vogl

Re: 18 October 1994 Rockwood Water District Board Meeting

The date of October 11, 1994 as an attempted alternate board meeting date did not work out to a majority of the board. This earlier date had been a suggested alternate inasmuch as John Vogl could not attend the meeting on the 18th, plus an additional problem.

Since then Bill Stallings has resigned from the Water District Board. He still remains on the PUD board. This clearly means we will not have a quorum available for the proposed meeting on the 18th of October.

In light of this new occurrence, it seems appropriate to formally petition the Multnomah County Board of Commissioners to appoint two new commissioners to the Rockwood Water District Board.

Unless a majority of the board directs me not to take this action I will plan on sending a letter on October 21, 1994 requesting the assistance of the Multnomah County Commissioners.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Duane E. Robinson".

Duane E. Robinson  
Manager

mvh

cc: Ray Beach  
Frances Hyson  
Paul Laramee  
Judy Parry  
Fredric Saylor  
Frank Josselson



*Chair - Bev. Stein*

*R2*  
**RECEIVED**

NOV 29 1994

AMENDMENT TO INTERGOVERNMENTAL AGREEMENT  
*Approved 6/30/93*  
BEVERLY STEIN  
MULTNOMAH COUNTY CHAIR  
*Chm. Selv.*

Rockwood Water District and Rockwood Water People's Utility District hereby enter into the following agreement, amending their 1990 intergovernmental agreement, effective June 30, 1990:

**RECITALS**

1. By their Intergovernmental Agreement of June 27, 1990 (referred to here is the 1990 IGA), Rockwood Water District and Rockwood Water People's Utility District created a joint department of the two districts, to be known as "Rockwood Water," to perform the functions of both districts as specified in the agreement. Rockwood Water District transferred to Rockwood Water PUD its title and possession of water mains, service installations, reservoirs, structures, facilities, improvements, easements, real and personal property and other property other than money or liquid assets, and other than Rockwood Water District's interest in contracts with the City of Portland for the purchase and sale of water.

2. Pursuant to section 1 I. of the IGA, Rockwood Water District transferred to the joint department certain amounts of money.

3. In accordance with the IGA, the joint department has operated the business of water service, maintenance of capital assets, billing and record keeping, and other functions for both entities, since the effective date of the agreement. The Rockwood Water PUD has established its stability and competence

in the views of the voters and customers of the area served by it.

4. Rockwood Water District plans to place before the people of the District a resolution for the dissolution of the water district, in view of the large portion of the district that has been annexed by the City of Portland and the City of Gresham, and because its functions are now limited to support of the joint department, and because the cost of maintaining a separate water district board is unjustified.

5. It is necessary and convenient to restructure the relationship between Rockwood Water District and Rockwood Water and Rockwood Water PUD well in advance of the dissolution of the Rockwood Water District, if it occurs, to avoid any unexpected difficulties or uncover them, before the dissolution of the Water District and at a time when any omissions can be rectified.

THEREFORE, Rockwood Water District and Rockwood Water People's PUD agree as follows:

**Section 1: Amendment of IGA**

The IGA of June 27, 1990, between the parties, is amended in accordance with the provisions of this agreement. Except as expressly amended or unless contradicted by provisions of this 1993 amendment to the IGA of 1990, the provisions of the 1990 IGA continue in force and effect as if restated here.

**Section 2: Joint Department Functions, Assets and Power  
Transferred to PUD**

All functions, rights, assets and powers transferred by the

Rockwood Water District to the joint department pursuant to the IGA of June 27, 1990, are transferred by the Rockwood Water District to the Rockwood Water PUD.

### **Section 3: Assignment of Contracts.**

Rockwood Water District hereby assigns to the Rockwood Water PUD its rights and obligations in all contracts with other parties to which Rockwood Water District is a party; except that, if such assignment is unlawful and would result in the contract in question becoming void or voidable, no such assignment shall have occurred; and in that case, Rockwood Water District shall not assign the contract, but shall exercise its authority under ORS 190.101(4), and agrees that its functions and obligations under that contract with the City of Portland shall be performed by the Rockwood Water PUD and that the Rockwood Water PUD shall perform all the Rockwood Water District's functions and obligations with respect to the retail sale of such water to the customers of the Rockwood Water District.

### **Section 4: Assignment of Water Rights**

Rockwood Water District assigns to the Rockwood Water PUD any and all water rights of Rockwood Water District, and pursuant to ORS 190.030, vests the Rockwood Water PUD with any and all powers and authorities of Rockwood Water District to claim water rights, including any priority in water use available to Rockwood Water District for the service of the customers of Rockwood Water District and the Rockwood Water PUD.

**Section 5: Functions of PUD; Transfer of Employees; Etc.**

5. Section 1 of the IGA of June 27, 1990 is amended to provide as follows:

**Section 1**

A. Rockwood Water District hereby agrees that all the functions and activities of Rockwood Water District shall be performed by the Rockwood Water PUD.

B. The department formed as Rockwood Water pursuant to the agreement of the parties of June 27, 1990 shall hereafter be a department of the Rockwood Water PUD, solely. The Rockwood Water PUD shall have the exclusive right to use the name Rockwood Water as a trade or business name. The committee created by Section 1 B. of the IGA of June 27, 1990, is dissolved and terminated as of the effective date of this agreement, and Rockwood Water shall be managed, controlled and directed solely by the Rockwood Water PUD.

X ( C. The manager and other employees of Rockwood Water shall be solely the employees of the Rockwood Water PUD, as off the effective date of this agreement.

D. After the effective date of this agreement, the Rockwood Water PUD shall be responsible for acquiring future water resources and for maintaining, constructing, and acquiring all water lines, works, equipment, and facilities used or needed to provide water to the customers of both the Rockwood Water PUD and Rockwood Water District, and shall be responsible for ensuring that water is delivered to the customers of both districts.

Rockwood Water District shall not perform, engage in or participate, directly or indirectly, in any activity delegated to the Rockwood Water People's PUD pursuant to this amended intergovernmental agreement, either in competition with the Rockwood Water PUD or otherwise.

E. Except as otherwise provided in this agreement, the Rockwood Water PUD shall have the sole right to use all equipment, facilities, and funds transferred to it under this agreement to perform the functions for which it is responsible and shall have the authority to acquire all funds and to purchase, lease, or otherwise acquire all facilities, equipment and supplies needed by it to perform its functions, as fully as could either of the signatory districts.

F. The Rockwood Water PUD shall be solely responsible for setting rates at which water is sold to the customers of both districts.

G. The Rockwood Water PUD shall be responsible for billing all customers of and collecting all funds owed to the signatory districts, and for maintaining all appropriate accounts, and paying all obligations of the signatory districts.

H. The Rockwood Water PUD shall employ all personnel required to perform the functions for which it is responsible. All current employees of the joint department established pursuant to the June 27, 1990 IGA shall become employees of the Rockwood Water PUD, solely. The Rockwood Water PUD shall be responsible for paying or otherwise fulfilling all obligations

owed to its employees and to the current employees of the joint department except as otherwise provided in this agreement.

I. Rockwood Water District shall transfer to the Rockwood Water PUD any funds held by Rockwood Water District or hereafter coming into the possession of Rockwood Water District, on account of water sold to customers of the Rockwood Water up to and including the date of the effective date of this amendment to the intergovernmental contract, or on account of any obligation to Rockwood Water District accruing up to and including the date of the effective date of this amendment (including, but not limited to, refunds for overpayment, refunds of deposits, proceeds of contracts, compensation for loss or damages to property). The Rockwood Water PUD assumes liability for all obligations of the Rockwood Water District accruing up to and including the date of the effective date of this amendment (including, but not limited to, claims for injuries, negligence in supply of water, and underpayment of contract obligations).

J. The Rockwood Water PUD shall have the right to exercise all powers of Rockwood Water District except those powers which, by law, can be exercised only by Rockwood Water District.

#### **Section 6: Assistance in Dissolution of District**

A. To the extent that the Rockwood Water District requires financial and administrative assistance in dissolution of the District in accordance with law, the Rockwood Water PUD shall provide such assistance. Pursuant to this paragraph the Rockwood Water PUD will pay dissolution election costs if Rockwood Water

District fails to retain sufficient funds to do; provide administrative and clerical assistance to the Rockwood Water District board in connection with the preparation of a plan of dissolution; pay consultant and legal costs in connection with the dissolution, and provide facilities for the board to conduct dissolution activities for the remainder of the time it is needed. In addition, the Rockwood Water PUD will provide such other support to Rockwood Water District as is reasonably related to the purposes of this agreement and requested by the Rockwood Water District.

B. Rockwood Water District will provide for tail insurance coverage for its directors out of its remaining funds; or, if its remaining funds are inadequate for this purpose, the Rockwood Water PUD will provide such coverage at the current policy amounts. In addition, the Rockwood Water PUD shall defend by its own counsel in behalf of itself and of Rockwood Water District any legal challenge by any other person or entity, to the validity, or concerning the construction or enforcement, of the IGA of June 27, 1990, or of these amendments. Rockwood Water District delegates to the Rockwood Water People's PUD its defense of any such action, and Rockwood Water District and the Rockwood Water People's PUD each waives any potential conflict of interest in such joint legal counsel.

Pursuant to official action of their governing bodies on the 30th day of June, 1993, Rockwood Water District and Rockwood Water PUD have agreed to this amendment to intergovernmental

agreement, and have caused their proper officers to execute the agreement on their behalf.

ROCKWOOD WATER DISTRICT

By \_\_\_\_\_  
John F. Vogl, Secretary

ROCKWOOD WATER PEOPLE'S UTILITY DISTRICT

By \_\_\_\_\_  
Richard L. Lauderback, Vice President

State of Oregon        )  
                          ) ss.  
County of Multnomah )

This instrument was acknowledged before me on this \_\_\_\_\_ day of June, 1993, by John F. Vogl as Secretary for Rockwood Water District.

\_\_\_\_\_  
Notary Public for Oregon  
My Commission Expires: \_\_\_\_\_

State of Oregon        )  
                          ) ss.  
County of Multnomah )

This instrument was acknowledged before me on this \_\_\_\_\_ day of June, 1993, by Richard L. Lauderback as Vice President of Rockwood Water People's Utility District.

\_\_\_\_\_  
Notary Public for Oregon  
My Commission Expires: \_\_\_\_\_



PUBLIC NOTICE  
MULTNOMAH COUNTY, OREGON

Pursuant to ORS 198.320, the Multnomah County Board of Commissioners will hold a public hearing on Thursday January 12, 1995 at 9:30 a.m., in Room 602 of the Multnomah County Courthouse, 1021 SW 4th Avenue, to consider candidates to fill two vacancies on the Board of the Rockwood Water District.

Interested Persons must be residents of the Rockwood Water District and must file written Statements of Interest in filling the vacancies at the Office of the Multnomah County Board Clerk, on or before 4:30 p.m. Friday December 30, 1994.

Multnomah County, Oregon  
Office of the Board Clerk  
1120 SW 5th Avenue, Room 1510  
Portland, Oregon 97204  
(503) 248-3277 or  
(503) 248-5222

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

In the Matter of Establishing a Process )  
for Filling Vacancies on District Boards )  
Pursuant to State Law. )

RESOLUTION NO. 94-229

WHEREAS, the Board of County Commissioners of Multnomah County has been advised that a vacancy exists on the Board of the Rockwood Water District and that the remaining Rockwood Board members are unable to agree on selecting persons to fill the vacancies; and

WHEREAS, state law (ORS 198.320) provides that if a majority of the Rockwood Board cannot agree on filling the vacancy, the vacancy "shall be filled promptly by the county court of the county in which the administrative office of the District is located"; and

WHEREAS, it is in the public interest that the Board of Commissioners establish and publicize a process for filling such a vacancy; and

THEREFORE, BE IT RESOLVED the Board has considered the matter at a public hearing, and has determined that the following should be the process for filling a vacancy under ORS 198.320:

1. Statements of interest in filling each vacancy shall be filed in the office of the Clerk of the Board on or before 4:30 p.m., December 30, 1994.

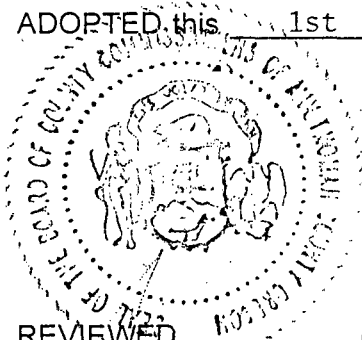
2. Candidates shall be registered voters of the District in question and shall set forth their qualifications in the written statement of interest; no particular format shall be required for the statement.

3. The candidates for each vacancy shall be heard by the Board at a public meeting, to be held January 12, 1995.

4. At the conclusion of the hearing, the Board shall vote to fill each vacancy.

5. The Clerk of the Board shall publish notice of the above stated process in the Gresham Outlook at least seven (7) days before the deadline for candidate statements of interest.

ADOPTED this 1st day of December, 1994.



By

Beverly Stein  
Beverly Stein, Chair

REVIEWED

By

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

BCC ✓  
==

Jeanne Orcutt  
4201 N.W. 3rd Street  
Gresham, OR 97030

December 2, 1994

Office of the Board Clerk  
Suite 1510, Portland Building  
1120 S.W. Fifth Avenue  
Portland, Oregon 97204

Attention: Carrie Parkerson,  
Board Clerk of Multnomah County Commission

Dear Ms. Parkerson,

I inadvertently used the wrong date in a portion of my testimony to the Multnomah County Commission on December 1, 1994 relative to Agenda Item R-2.

I submit the following correction so that the record will be accurate:

"The November board meeting was canceled because a majority of the remaining board was not present. It is interesting that John Vogl, who did not attend the Rockwood Water District board meeting on ~~October 18th~~ November 15, 1994, arrived shortly after 7:00 p.m. that same evening for the P.U.D. board meeting. Fredric Saylor could not attend the ~~October~~ November Rockwood Water District board meeting because he had to work that evening."

Please distribute a copy of this letter to each commissioner and to Chair Stein.

Thank you.

Yours truly,

*Jeanne Orcutt*  
Jeanne Orcutt

BOARD OF  
COUNTY COMMISSIONERS  
1994 DEC - 6 PM 4:08  
MULTNOMAH COUNTY  
OREGON



# 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

## MEMO

**TO:** EDDIE

**FROM:** CARRIE PARKERSON,  
BOARD CLERK

**DATE:** DECEMBER 9, 1994

**SUBJECT:** PUBLIC NOTICE

*Please publish the following public notice on Saturday, December 17, 1994 and Wednesday, December 21, 1994. Please send Invoice to the Office of the Board Clerk, Attn: Carrie Parkerson, 1120 SW 5th Avenue, Suite 1510, Portland, OR 97204. Thank you.*

### **PUBLIC NOTICE MULTNOMAH COUNTY, OREGON**

*Pursuant to ORS 198.320, the Multnomah County Board of Commissioners will hold a public hearing on Thursday, January 12, 1995 at 9:30 a.m., in Room 602 of the Multnomah County Courthouse, 1021 SW 4th Avenue, to consider candidates to fill two vacancies on the Board of the Rockwood Water District.*

*Interested Persons must be residents of the Rockwood Water District and must file written Statements of Interest in filling the vacancies at the Office of the Multnomah County Board Clerk, on or before 4:30 p.m., Friday, December 30, 1994.*

*Multnomah County, Oregon  
Office of the Board Clerk  
1120 SW 5th Avenue, Suite 1510  
Portland, Oregon 97204  
(503) 248-3277 or  
(503) 248-5222*

*Filed on  
12-9-94  
To: 665-2187  
Greston Outlook*

Meeting Date: DEC 01 1994  
Agenda No.: R-3

(Above space for Clerk's Office Use)

**AGENDA PLACEMENT FORM**

SUBJECT: Resolution authorizing the issuance and negotiated sale of \$3,600,000 Certificate of Participation sale and declaring official intent to reimburse.

BOARD BRIEFING Date Requested: \_\_\_\_\_

Amount of Time Needed: \_\_\_\_\_

REGULAR MEETING Date Requested: December 1, 1994

Amount of Time Needed: 5-10 Minutes

DEPARTMENT: MSS DIVISION: Finance

CONTACT: David Boyer TELEPHONE #: x3903

BLDG/ROOM #: 106/1430

PERSON(S) MAKING PRESENTATION: Dave Boyer

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

Approve resolution authorizing the sale of \$3,600,000 COP issue. Designating the Authorized Officer for the County, Financial Advisor Paying Agent, Registrar and Bond Counsel. Declaring official intent to reimburse expenditures.

SIGNATURES REQUIRED:

ELECTED OFFICIAL: \_\_\_\_\_

OR

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

*David A. Boyer*

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

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

*Certified true Copy of Resolution 94-230 Sent to Dave Boyer on 12-2-94*

BOARD OF  
COUNTY COMMISSIONERS  
1994 NOV 21 PM 1:35  
MULTNOMAH COUNTY  
OREGON



# MULTNOMAH COUNTY OREGON

BEVERLY STEIN  
COUNTY CHAIR

EMPLOYEE SERVICES  
FINANCE  
LABOR RELATIONS  
PLANNING & BUDGET  
RISK MANAGEMENT

(503) 248-5015  
(503) 248-3312  
(503) 248-5135  
(503) 248-3883  
(503) 248-3797

(503) 248-5170 TDD

PORTLAND BUILDING  
1120 S.W. FIFTH, 14TH FLOOR  
P.O. BOX 14700  
PORTLAND, OREGON 97214

PURCHASING, CONTRACTS  
& CENTRAL STORES

(503) 248-5111

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

## MEMORANDUM

To: Board of County Commissioners

From: Dave Boyer, Finance Director

Date: November 15, 1994

Requested Placement Date: December 1, 1994

RE: Certificate of Participation in the amount not to exceed \$3,600,000

### I. Recommendation/Action Requested:

Approve Resolution authorizing the issuance and negotiated sale of \$3,600,000 in COP's and Declaring Official Intent to reimburse expenditures.

### II. Background/Analysis:

Under ORS 288.155 the County is authorized to issue certificates of participation to finance capital expenditures.

Internal Revenue Service rules require the County to pass the intent to reimburse expenditures if expenditures will be made prior to the issuance of the certificates. Several of the items will have been purchased prior to the finalization of the COP issue.

During the 1994-95 budget process and supplemental budget approved October 27, 1994, the Board approved the appropriate budgets to purchase the items contained in Exhibit "A" of the attached resolution. The equipment to be purchased is:

1. Portable mobile radios and accessories for the Sheriff's Office, Community Corrections and Emergency management.
2. AG Software Adabase Natural for the Health Department.
3. Voice mail System, Electronic Mail Router and disc storage system for Information Services Division.

Ater Wynne Hewitt Dodson & Skerritt Bond Counsel, Regional Financial Advisors and Bank of America Paying Agent/Registrar have all been selected according to County procurement processes.

Finance has been working with our Financial Advisor and Bond Counsel to prepare the necessary documents to issue the certificates. We will be issuing a Request for Proposal to select an underwriter or leasing company to finance the equipment.

III. Financial Impact: The various County budgets contain the necessary debt repayment amounts in their current budgets. The departments will need to include the debt repayments in future budgets through the FY 2001. The estimated annual payment will be about \$700,000 per year. We are estimating, based on the current market, that the interest rates will be between 4.5% to 6%.

This COP issue meets all of the requirements contained in Resolution No. 94-154 the Financial and Budget Policy. The following is the calculation of 5% authorization and current payment level by Fund Type:

	<u>Current Pmt.</u>	<u>5% Authorization</u>
General Fund Supported	\$5,321,000	\$8,500,000
Internal Service Funds	135,000	2,200,000

IV. Legal Issues: Bond Counsel and County Counsel have reviewed or will review all legal documents required.

V. Controversial Issues: None

VI. Link to Current County Policies: Is consistent with County policy.

VII. Citizen participation: None

VIII. Other Government Participation: None

**BEFORE THE BOARD OF COUNTY COMMISSIONERS**

**MULTNOMAH COUNTY, OREGON**

A Resolution of the Board of County Commissioners  
of Multnomah County, Oregon Authorizing the Issuance  
and Negotiated Sale of Certificates of Participation  
as Full Faith and Credit Obligations in an amount not  
exceeding \$3,600,000; Designating an Authorized  
Representative, Financial Advisor, Special Counsel,  
Registrar and Paying Agent; Authorizing the Execution  
and Delivery of a Lease-Purchase Agreement and an  
Escrow Agreement; Declaring Official Intent to  
Reimburse Expenditures and Other Matters.

**RESOLUTION NO. 94-230**

WHEREAS, the above-entitled matter is before the Board of County Commissioners of Multnomah County, Oregon (the "County"), upon a showing by the Director, Finance Division, that, the County is authorized pursuant to the Constitution and laws of the State of Oregon to issue and sell at a private negotiated sale the Certificates of Participation (the "Certificates"), in an amount not to exceed \$3,600,000, as full faith and credit obligations of the County to finance (1) the acquisition and installation of electronic media and telecommunications equipment to be used by the County; (2) fund a debt reserve account; and (3) pay the costs of issuance of the Certificates; and

WHEREAS, it is advantageous for the County to authorize and enter into a Lease-Purchase Agreement to finance the acquisition and installation of equipment, as described in Exhibit "A" attached hereto, and to pay all costs incidental thereto (the "Equipment"). In addition, the County will enter into an Escrow Agreement which will authorize the Escrow Agent to issue full faith and credit lease-purchase obligations in an aggregate principal amount not to exceed \$3,600,000 which are payable from funds pledged by the County under the Lease-Purchase Agreement; and

WHEREAS, the County anticipates incurring expenditures ("Expenditures") to finance costs of the Equipment and wishes to declare its official intent to reimburse the County for the Expenditures for the Equipment from the proceeds of the Certificates. The interest payable on the Certificates shall be excludable from gross income under Section 103 of the Internal Revenue Code of 1986, as amended (the "Code").

NOW, THEREFORE, BE IT RESOLVED, as follows:

1. Authorization. The County authorizes:

a. Issuance and Sale of Certificates. The issuance and private negotiated sale of the Certificates of Participation, Series 1995 as Full Faith and Credit Obligations of the County shall be issued by the Escrow Agreement in an amount not to exceed \$3,600,000 for and on behalf of the County, to finance the acquisition and installation of the Equipment. The Certificates shall



be issued at not to exceed a true effective rate of interest of seven percent (7.00%) per annum and at a discount not greater than two percent (2.0%), including original issue discount.

b. Lease-Purchase Agreement. The execution and delivery of a Lease-Purchase Agreement to acquire the Equipment.

c. Escrow Agreement. The execution and delivery of an Escrow Agreement (the "Escrow Agreement"), wherein Bank of America Oregon acts as escrow agent (the "Escrow Agent") pursuant to which the Escrow Agent shall execute the Certificates representing the principal amount payable under the Lease-Purchase Agreement, and evidencing the right of the Escrow Agent to receive the County's lease payments under the Lease-Purchase Agreement;

d. Optional Redemption. The Certificates may be subject to optional redemption prior to maturity.

e. Debt Reserve Account. The County authorizes the establishment of a Debt Reserve Account to be funded from the proceeds of the Certificates in an amount not greater than 10% of the proceeds of the Certificates as provided by law. The Debt Reserve Account shall secure the payment of the Certificates as provided in the Lease-Purchase Agreement.

2. Lease Payments. Lease payments due under the Lease-Purchase Agreement shall be full faith and credit obligations of the County payable solely from general revenues of the County subject to annual appropriation.

3. Designation of Authorized Representative. Pursuant to ORS 288.155(6)(a) and Resolution No. 94-154 dated August 25, 1994, the County authorizes the Director, Finance Division, or his designee (the "Authorized Representative") to act on behalf of the County and determine the remaining terms of the Certificates as specified in Section 4.

4. Delegation of Final Terms and Sale of Certificates and Additional Documents. The Authorized Representative is authorized, on behalf of the County, to:

- a. approve of and authorize the distribution of the preliminary and final Official Statements to prospective purchasers of the Certificates;
- b. select an underwriter and negotiate the terms under which the Certificates shall be sold, to enter into a Purchase Agreement for sale of the Certificates, and to execute and deliver the Purchase Agreement;
- c. establish the maturity and interest payment dates, dated date, principal amounts, optional and/or mandatory redemption provisions, interest rates, and denominations and to establish other terms under which the Certificates shall be issued, sold, executed, and delivered;
- d. modify the Lease-Purchase Agreement and the Escrow Agreement which the Authorized Representative determines at the time of sale to be in the best interest of the County, and to execute and deliver the Lease-Purchase Agreement and the Escrow Agreement;

- e. execute and deliver a letter of representations to The Depository Trust Company ("DTC") to induce DTC to accept the Certificates as eligible for deposit at DTC in Book-Entry form; and
- f. obtain a rating on the Certificates, if determined by the County and the Authorized Representative to be in the best interest of the County;
- g. determine whether the Certificates shall be Book-Entry certificates and to take such actions as are necessary to qualify the Certificates for the Book-Entry System of DTC;
- h. apply for municipal bond insurance for the Certificates, if determined to be in the best interests of the County, and expend proceeds to pay any insurance premium;
- i. approve, execute and deliver the Certificate closing documents;
- j. execute and deliver a Tax Certificate specifying the action taken pursuant to this Resolution, and any other documents or agreements that the Authorized Representative determines are necessary and desirable to issue, sell and deliver the Certificates in accordance with this Resolution.

5. Declaring Intent to Reimburse. The County declares its official intent to be reimbursed from the Certificate proceeds for any Expenditures incurred for the Equipment prior to the issuance of the Certificates.

6. Maintenance of Tax-Exempt Status. The County hereby covenants for the benefit of the Owners of the Certificates to use the Certificate proceeds and the Equipment financed with Certificate proceeds, and to otherwise comply with all provisions of the Internal Revenue Code of 1986, as amended (the "Code") which are required for the interest component of lease payments payable under the Lease-Purchase Agreement to be excluded from gross income for federal income tax purposes, as provided in the Lease-Purchase Agreement. The County makes the following specific covenants with respect to the Code:

- i. The County will not take any action or omit any action if it would cause the Certificates to become arbitrage bonds under Section 148 of the Code.
- ii. The County shall use and operate the Equipment financed with the Certificates so that the Certificates which were not issued as "private activity bonds" within the meaning of Section 141 of the Code do not become private activity bonds.
- iii. The County shall comply with appropriate Code reporting requirements.
- iv. The County shall pay, when due, all rebates and penalties with respect to the Certificates which are required by Section 148(f) of the Code.

The covenants contained in this Section 6 and any covenants in the closing documents for the Certificates shall constitute contracts with the owners of the Certificates, and shall be enforceable by them. The Authorized Representative may enter into covenants on behalf of the County to protect the tax-exempt status of the Lease-Purchase Agreement and the Certificates.

7. Redemption. The Certificates may be subject to mandatory redemption prior to maturity as determined in Section 4 hereof.

8. Book-Entry Only System. During any time the Certificates are held in a book-entry only system (the "Book-Entry System"), the registered owner of all of the Certificates shall be The Depository Trust Company, New York, New York ("DTC"), and the Certificates shall be registered in the name of Cede & Co., as nominee for DTC. The County and the Registrar shall enter into a Letter of Representations (the "Letter") with DTC, and the provisions of such Letter shall be incorporated herein by this reference.

Under the Book-Entry System, the Certificates shall be initially issued in the form of a single fully registered certificate, one for each maturity of the Certificates. Upon initial issuance, the ownership of such Certificates shall be registered by the Registrar on the registration books in the name of Cede & Co., as nominee of DTC. The County and the Registrar may treat DTC (or its nominee) as the sole and exclusive registered owner of the Certificates registered in its name for the purposes of payment of the principal of, redemption price of, and premium, if any, or interest on the Certificates, selecting the Certificates or portions thereof to be redeemed, if any, giving notice as required under this Resolution, registering the transfer of Certificates, obtaining any consent or other action to be taken by the owners and for all other purposes whatsoever; and neither the Registrar nor the County shall be affected by any notice to the contrary. The Registrar shall not have any responsibility or obligation to any person claiming a beneficial ownership interest in the Certificates under or through DTC or any Participant, or any other person which is not shown on the registration books of the Registrar as being a registered owner, with respect to the accuracy of any records maintained by DTC or any Participant; the payment by DTC or any Participant of any amount in respect of the principal or redemption price of or interest on the Certificates; any notice or direction which is permitted or required to be given to or received from owners under this Resolution; the selection by DTC or any DTC Participant of any person to receive payment in the event of a partial redemption of the Certificates; or any consent given or other action taken by DTC as owner; nor shall any DTC Participant or any such person be deemed to be a third party beneficiary of any owners' rights under this Resolution. The Registrar shall pay from moneys available hereunder all principal of and premium, if any, and interest on the Certificates only to or upon the order of DTC, and all such payments shall be valid and effective to fully satisfy and discharge the County's obligations with respect to the principal of and premium, if any, and interest on the Certificates to the extent of the sum or sums so paid. So long as the Certificates are held in the Book-Entry System, no person other than DTC shall receive an authenticated Bond for each separate stated maturity evidencing the obligation of the Registrar to make payments of principal of and premium, if any, and interest pursuant to this Resolution. Upon delivery by DTC to the Registrar of DTC's written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions of this Resolution with respect to transfers of Certificates, the term "Cede & Co.," in this Resolution shall refer to such new nominee of DTC.

At any time it determines that it is in the best interests of the owners, the County may notify the Registrar, and the Registrar will subsequently notify DTC, whereupon DTC will notify the DTC Participants, of the availability through DTC of Certificates. In such event, the Registrar shall issue, transfer and exchange, at the County's expense, Certificates as requested in writing by DTC in appropriate amounts. DTC may determine to discontinue providing its services with respect to the Certificates at any time by giving written notice to the Registrar and discharging its responsibilities with respect thereto under applicable law. If DTC resigns as securities depository for the Certificates, Bond certificates shall be delivered pursuant to this section. Under such circumstances (if there is no successor securities depository), the Registrar shall be obligated to deliver Bond certificates as described in this Resolution, provided that the expense in connection therewith shall be paid by the County. In the event

Bond certificates are issued, the provisions of this Resolution shall apply to, among other things, the transfer and exchange of such certificates and the method of payment of principal of, premium, if any, and interest on such Certificates. Whenever DTC requests the Registrar to do so, the Registrar will cooperate with DTC in taking appropriate action after written notice (a) to make available one or more separate certificates evidencing the Certificates to any DTC Participant having Certificates credited to its DTC account, or (b) to arrange for another securities depository to maintain custody of Certificates.

9. Appointment of Special Counsel, Financial Advisor, Escrow Agent, Lessor and Paying Agent and Registrar. The County appoints Ater Wynne Hewitt Dodson & Skerritt as special counsel for the issuance of the Certificates, Regional Financial Advisors, Inc. as Financial Advisor to the County for the issuance of the Certificates and Bank of America Oregon as escrow agent, lessor, and paying agent and registrar for the Certificates.

10. Resolution to Constitute Contract. In consideration of the purchase and acceptance of any or all of the Certificates by those who shall own the same from time to time (the "Owners"), the provisions of this Resolution shall be part of the contract of the County with the Owners and shall be deemed to be and shall constitute a contract between the County and the Owners. The pledges contained herein, including without limitation the County's covenants and pledges contained herein, and the other covenants and agreements herein set forth to be performed by or on behalf of the County shall be for the equal benefit, protection and security of the Owners, all of which shall be of equal rank without preference, priority or distinction of any of such Certificates over any other thereof.

ADOPTED this 1st day of December, 1994.



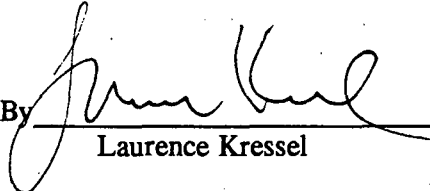
**BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON**

By

  
Beverly Stein, Chair

REVIEWED BY:  
COUNTY COUNSEL  
MULTNOMAH COUNTY, OREGON

By

  
Laurence Kressel

**EXHIBIT "A"**

**DESCRIPTION OF EQUIPMENT**

96 Port NTI Voicemail System	\$ 541,200
Portable/Mobile Radios and Accessories	
Sheriff	1,267,600
Community Corrections	264,900
Emergency Management	32,000
AG Software Adabase/Natural	404,000
7010 Electronic Mail Router	71,600
Raid Disc Storage System	500,000
Contingency	<u>8,700</u>
Subtotal - Equipment	\$3,090,000
Issue and Underwriter Costs	150,000
Reserve	<u>360,000</u>
<b>TOTAL MAXIMUM ISSUE</b>	<b><u>\$3,600,000</u></b>

MEETING DATE: DEC 01 1994

AGENDA NO: R-4

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Request approval of a Sewer Easement to the City of Portland

BOARD BRIEFING: Date Requested: \_\_\_\_\_

Amount of Time Needed: \_\_\_\_\_

REGULAR MEETING: Date Requested: \_\_\_\_\_

Amount of Time Needed: 5 minutes

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Kathy Tuneberg TELEPHONE #: 248-3590

BLDG/ROOM #: 166/200/Tax Title

PERSON(S) MAKING PRESENTATION:

ACTION REQUESTED:

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

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

The City of Portland, Office of Transportation, Right of Way needs to acquire a permanent sewer easement and a temporary sewer construction easement over real property owned by Multnomah County for the Bloomington Sanitary Sewer Project.

Sewer Easement attached.

SIGNATURES REQUIRED:

ELECTED OFFICIAL: \_\_\_\_\_

OR

DEPARTMENT MANAGER: James A. Doman Betsy Willic

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

*Original Sewer Easement Picked up by  
Beverly Scott on 12-2-94.*

## SEWER EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS, that Multnomah County, a home rule political subdivision, a duly organized and incorporated under the laws of the State of Oregon, in consideration of the sum of One Hundred Fifty (\$150) Dollars, and other good and valuable consideration, to it paid by the City of Portland, a municipal corporation of the State of Oregon, do hereby grant unto said City of Portland, the right to lay down, construct, operate, and perpetually maintain a sewer or sewers through, under, and along the following described parcel:

R/W #5003-14 (Multnomah County/Tax Department)

The following described property in the southeast quarter of the southeast quarter of Section 9, T1S, R2E, W.M., in the County of Multnomah and State of Oregon:

Beginning at the southwest corner of the terminus of SE 99th Avenue which point is 157.1 feet south of the point of intersection of the south line of SE Francis Street and the west line of SE 99th Avenue; thence south along the southerly extension of the west line of SE 99th Avenue, 89.7 feet to the north line of the property described in deed to Harold E. Ball and Wilda M. Ball, recorded August 5, 1975, in Book 1054, Page 1884, Deed Records; thence east along said north line and parallel with the south line of SE Francis Street 50 feet; thence north along the southerly extension of the east line of SE 99th Avenue 89.7 feet; thence west 50 feet to the Point of Beginning.

Except the west 10 feet of the south 79.7 feet thereof, also except, the east 20 feet of the south 79.7 feet.

Together with a temporary construction easement over the west 10 feet of the east 20 feet of the following described property:

The following described property in the southeast quarter of the southeast quarter of Section 9, T1S, R2E, W.M., in the County of Multnomah and State of Oregon:

Beginning at the southwest corner of the terminus of SE 99th Avenue which point is 157.1 feet south of the point of intersection of the south line of SE Francis Street and the west line of SE 99th Avenue; thence south along the southerly extension of the

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After Recording Return to:

106/802/Shelley L. Wade

Tax Statement shall be sent to:

No Change

west line of SE 99th Avenue, 89.7 feet to the north line of the property described in deed to Harold E. Ball and Wilda M. Ball, recorded August 5, 1975, in Book 1054, Page 1884, Deed Records; thence east along said north line and parallel with the south line of SE Francis Street 50 feet; thence north along the southerly extension of the east line of SE 99th Avenue 89.7 feet; thence west 50 feet to the Point of Beginning, Except the north 10 feet.

It is understood and agreed that the temporary construction easement shall terminate upon expiration of the maintenance period of the original construction contract.

IT IS UNDERSTOOD and agreed that all sewer easements dedicated to the public are exclusive easements. No other utilities, facilities, or easements are to be located within the boundaries of public sewer easements without prior written consent of the Director of the Bureau of Environmental Services.

IT IS UNDERSTOOD and agreed that public sewer easements include the right of access for construction, inspection, maintenance, or other sewerage system activities.

IT IS UNDERSTOOD and agreed that no building construction, material storage, grade reduction, or tree planting shall be permitted within public sewer easements, without the prior written consent of the Director of the Bureau of Environmental Services. Landscaping which by its nature is shallow rooted and may be easily removed to permit access to the sewer lines, shall not require consent.

THIS INSTRUMENT does not grant or convey to the City of Portland any right or title to the surface of the soil along the route of said sewer except for the purpose of laying down, inspecting, restoring, and replacing the same.

IN WITNESS WHEREOF, Multnomah County, pursuant to the lawful authority given to the undersigned by its Commission, has caused these presents to be signed by its Chair this 1st day of December, 1994.



MULTNOMAH COUNTY, A HOME-RULE  
POLITICAL SUBDIVISION

By: \_\_\_\_\_

*Beverly Stein*  
Board of County Commissioners  
for Multnomah County

APPROVED:

By: \_\_\_\_\_  
Beverly Stein, Chair

Dated: 12-1-94

REVIEWED:

LAURENCE KRESSEL, County Counsel  
for Multnomah County, Oregon


By: *Laurence Kessel*



STATE OF OREGON            )  
                                      )ss  
County of Multnomah        )

Personally appeared Beverly Stein , who being duly sworn, did say that is the Chair of the Board of Commissioners of Multnomah County, and that said instrument was signed on behalf of Multnomah County by authority of its Board of Commissioners; and Beverly Stein acknowledged said instrument to be a voluntary act and deed. Dated this 1st day of December , 1994.



  
\_\_\_\_\_  
Notary Public for Oregon  
My Commission expires January 24, 1997

Approved as to form:

\_\_\_\_\_  
City Attorney

Approved:

\_\_\_\_\_  
City Engineer

[5003]SE-Co



PERMANENT EASEMENT AREA



TEMPORARY EASEMENT AREA

PROJECT BLOOMINGTON SANITARY SEWER SYSTEM

Grantor MULTNOMAH COUNTY / TAX TITLE

Property TL 201

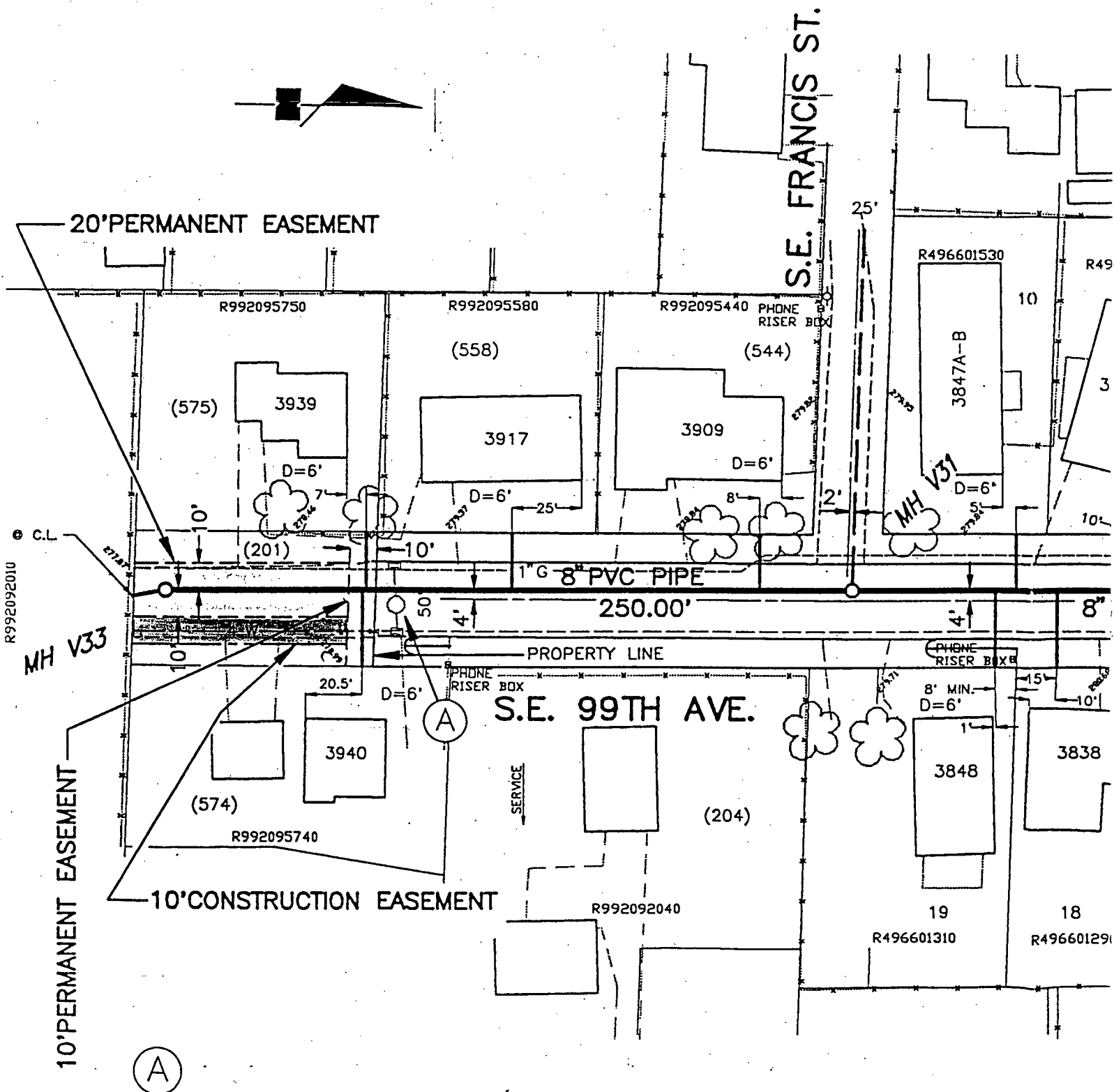
Scale: 1"=50'

1/4 Sec 3440

File No 5003-14

1S 2E 15 BB

SEE SHT 46



MEETING DATE: DEC 01 1994

AGENDA NO: R-5

(Above Space for Board Clerk's Use Only)

**AGENDA PLACEMENT FORM**

SUBJECT: Intergovernmental Revenue Agreement between Portland School District No. 1 and Juvenile Justice Division

BOARD BRIEFING Date Requested: \_\_\_\_\_

Amount of Time Needed: 3 minutes

DEPARTMENT: \_\_\_\_\_ DIVISION: Juvenile Justice Division

CONTACT: Chris White TELEPHONE #: 248-3202  
BLDG/ROOM #: 311/JJD

PERSON(S) MAKING PRESENTATION: Hal Ogburn/Bill Fogarty

**ACTION REQUESTED:**

☐ INFORMATION ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

This Intergovernmental Revenue Agreement with Portland Public Schools will provide funding for a Juvenile Court Counselor position to work on-site at the Counteract alternative program campus. (Part of the grant funding for Counteract APEX is dedicated to the support of this position.) Counteract APEX (Alternative Program Expansion) is a pilot project of PPS which enhances the existing alcohol/drug education/prevention program by addressing and dealing directly with the specific and multiple needs of drug-involved students in grades 6-12. The Juvenile Court Counselor will provide counseling, support, referral, recreational and instructional services to court-involved students involved in drug-related matters.

**SIGNATURES REQUIRED:**

ELECTED OFFICIAL: \_\_\_\_\_

OR

DEPARTMENT MANAGER: Harold W. Ogburn

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

*Originals Sent to Chris White on 12-6-94.*

BOARD OF  
COUNTY COMMISSIONERS  
1994 NOV 21 PM 1:35  
MULTNOMAH COUNTY  
OREGON




# MULTNOMAH COUNTY OREGON

JUVENILE JUSTICE DIVISION  
1401 N.E. 68TH  
PORTLAND, OREGON 97213  
(503) 248-3460

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

TO: BOARD OF COUNTY COMMISSIONERS

FROM:  Harold Ogburn, Director  
Juvenile Justice Division

DATE: October 18, 1994

RE: Approval of an Intergovernmental Revenue Agreement  
between the Juvenile Justice Division and Portland Public  
School District No. 1

I. **Recommendation/Action Requested:**

The Juvenile Justice Division recommends the Board's approval of an Intergovernmental Revenue Agreement between Portland Public Schools (PPS) and Juvenile Justice Division (JJD) to fund a Juvenile Court Counselor position to work on-site at the Counteract alternative program campus assisting court-involved students in the Counteract APEX program. The Agreement is effective upon execution through September 30, 1995.

II. **Background/Analysis:**

Counteract was established during the 1990-91 school year as part of a comprehensive new district plan for strengthening its disciplinary policies and procedures concerning alcohol and other drugs. The Juvenile Justice Division contracted with PPS during this time to provide liaison services via a Juvenile Court Counselor working with Drug and Alcohol Specialists through the Counteract/Project Paradigm Program.

Counteract APEX (Alternative Program Expansion) is a pilot project that evolved from Project Paradigm and was awarded a two year grant by the Department of Education. The grant allows Counteract APEX to enhance Portland Public School's existing comprehensive pre-K through 12 alcohol/drug education and prevention by addressing the specific and multiple needs of drug-involved students, in addition to providing academic services for students in grades 6-12. Students are referred to the program through either the disciplinary system, self-referrals (voluntary participation), or dropouts who wish to return to school but first need to have alcohol and drug issues addressed before re-entry. Part of the funding for this program includes a Juvenile Court Counselor position working on-site to provide a variety of services such as: facilitate referrals to Counteract and other appropriate services; provide counseling/orientation to the Juvenile Court process; provide counseling and support services to parents; provide instruction regarding violence prevention to students; assist with field trips and various educational/cultural/recreational activities; and serve as a liaison between the County and PPS regarding drug-related matters involving the students.

III. **Financial Impact:**

\$65,900 will be added to JJD's budget to offset the cost of the Juvenile Court Counselor's salary, fringe benefits, transportation and supplies. These monies will be split between two fiscal years; \$49,425 for 1994-95 and \$16,475 for 1995-96.

IV. **Legal Issues:**

N/A

V. **Controversial Issues:**

N/A

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

This will continue to strengthen JJD's relationship with Portland Public Schools working in a collaborative effort with court-involved students in the education about and prevention of drug involvement.

VII. **Citizen Participation:**

N/A

VIII. **Other Government Participation:**

N/A

# MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Contract # 103795

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

<p style="text-align: center;"><b>CLASS I</b></p> <p><input type="checkbox"/> Professional Services under \$15,000</p>	<p style="text-align: center;"><b>CLASS II</b></p> <p><input type="checkbox"/> Professional Services over \$15,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p style="text-align: center;"><b>CLASS III</b></p> <p><input type="checkbox"/> Intergovernmental Agreement</p> <p><input checked="" type="checkbox"/> Intergovernmental Revenue</p> <p style="text-align: center;"><b>APPROVED MULTNOMAH COUNTY</b></p> <p style="text-align: center;"><b>BOARD OF COMMISSIONERS</b></p> <p>AGENDA # <u>R-5</u> DATE <u>12/1/94</u></p> <p style="text-align: center;"><u>Carrie A. Parkerson</u></p> <p style="text-align: center;"><b>BOARD CLERK</b></p>
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Department: \_\_\_\_\_ Division: Juvenile Justice Division Date: October 18, 1994

Contract Originator: Chris White Phone: 248-3202 Bldg/Room: 311/JJD

Administrative Contact: Debbie Persen Phone: 248-3460 X6190 Bldg/Room: 311/JJD

Description of Contract: This revenue agreement will provide funding for a Juvenile Court Counselor position to work on-site at the Counteract alternative program campus. The Juvenile Court Counselor will serve as a liaison between JJD and PPS regarding drug-related matters involving court-involved students. Additionally, the JCC will provide counseling, support, referral, recreational and instructional services to students and counseling/support services to their parents.

RFP/BID #: \_\_\_\_\_ Date of RFP/BID: \_\_\_\_\_ Exemption Expiration Date: \_\_\_\_\_

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

<p>Contractor Name: <u>Portland School District No.1</u></p> <p>Mailing Address: <u>531 SE 14th</u></p> <p style="padding-left: 40px;"><u>Portland, OR 97214</u></p> <p>Phone: <u>280-5840 (ext. 278)</u></p> <p>Employer ID# or SS#: <u>93-6000830</u></p> <p>Effective Date: <u>upon execution</u></p> <p>Termination Date: <u>September 30, 1995</u></p> <p>Original Contract Amount: \$ <u>65,900</u></p> <p>Total Amt of Previous Amendments: \$ _____</p> <p>Amount of Amendment: \$ _____</p> <p>Total Amount of Agreement: \$ <u>65,900</u></p>	<p>Remittance Address (if different) _____</p> <p>Payment Schedule _____ Terms _____</p> <p><input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt</p> <p><input type="checkbox"/> Monthly \$ _____ <input type="checkbox"/> Net 30</p> <p><input type="checkbox"/> Other \$ _____ <input type="checkbox"/> Other</p> <p><input type="checkbox"/> Requirements contract - Requisition Required</p> <p>Purchase Order No. _____</p> <p><input type="checkbox"/> Requirements Not to Exceed \$ _____</p> <p>Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/></p>
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REQUIRED SIGNATURES: Department Manager: Harold Ogbeven Date: 10/24/94

Purchasing Director: \_\_\_\_\_ Date: \_\_\_\_\_

County Counsel: William O. Legum Date: November 10, 1994

County Chair/Sheriff: William O. Legum Date: 12/1/94

Contract Administration: \_\_\_\_\_ Date: \_\_\_\_\_

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	156	010	2560			2107		APEX		\$65,900	

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

DISTRIBUTION: Contracts Administration, Initiator, Finance

## **INTERGOVERNMENTAL AGREEMENT**

This agreement is between Portland School District No. 1 (District) and Multnomah County Juvenile Justice Division (County). It is for the period beginning upon execution of this contract and ending September 30, 1995. It is established for the following purpose.

### **PURPOSE**

A pilot project will be established to enable County to provide a Juvenile Court Counselor on-site at the District's Counteract alternative program campus to help court-involved students access and succeed in the program.

### **COUNTY RESPONSIBILITIES**

County will assign one Juvenile Court Counselor (Court Counselor) full time to provide the services and coordination described below. The Court Counselor will be assigned to work on-site at the Counteract alternative program campus and will work exclusively to support program goals as described in the Counteract APEX proposal.

1. Court Counselor will facilitate referrals to Counteract and other appropriate services for youth under the court's supervision who have alcohol/drug problems and would benefit from the program.
2. Court Counselor will provide counseling, orientation to the Juvenile Court process, and case management services to court-involved students referred to the Counteract program; will refer students to appropriate services available through the justice system (e.g., probation hearings, required weekly reporting to a court judge, community service, job training, mental health assessments, "Street Law," social skills groups).
3. Court Counselor will provide counseling and support to parents of court-involved Counteract students, including Family Unity meetings, and will assist families in accessing additional appropriate services.
4. Court Counselor will co-facilitate student support groups with other Counteract staff.
5. Court Counselor will provide instruction in violence prevention to Counteract students, in coordination with other Counteract staff.
6. Court Counselor will assist with Counteract field trips and various educational, cultural, recreational, and community service activities designed to improve students' ability and motivation to stay drug-free and in school.
7. Court Counselor will serve as liaison between the County and the District regarding drug-related matters involving District students, and will promote effective communication and coordination between County and District.
8. Court Counselor will maintain confidential files of history of contacts with identified students, plus records of students' formal relationship with court, and will assist in project evaluation efforts.
9. Court Counselor will attend Counteract staff meetings to facilitate effective case management and attend project training events (including Family Unity Model training sessions).
10. Court Counselor will report to the County Juvenile Court supervisor, the District Project director, and the Counteract supervisor.
11. County will provide the Court Counselor's salary, fringe benefits, and transportation and supplies as needed.

### **DISTRICT RESPONSIBILITIES**

1. Pay to the County the total sum of \$65,900 for services described herewithin, which payment shall be based on the following applicable terms:
  - A. Upon receipt of monthly billing invoice from County.
  - B. No more than \$49,425 will be paid for the 9 months (October-June) during County's fiscal year 1994-95, prorated to the start date of Court Counselor.
  - C. No more than \$16,475 will be paid for the 3 months (July-September) during County's fiscal year 1995-96.
2. Provide space and communication media for the Court Counselor.

3. Make school records, including progress and behavioral records, available to Court Counselor for those students served by the Court Counselor pursuant to this agreement.

### **JOINT RESPONSIBILITIES**

District and County, their officers and employees, shall hold information received from the other regarding students and youth involved in the Juvenile Court process in the strict confidence required by law applicable to the providing agency including, but not limited to, 42 CFR Chapter 1, subchapter A, Confidentiality of Alcohol and Drug Abuse Patient's Records, and shall not disclose the information for any purpose without written approval of that agency. Confidential information includes, but is not limited to, student names, family names, and all information relative to student and family. The confidential information shall be used for no other than officially serving students and family needs according to the obligations of this agreement. In the event that demand for disclosure of documents is received by subpoena or otherwise, the documents, if any, shall be returned to the agency which generated the original document (Providing Agency) and the person making the demand shall be immediately notified. In the event that a subpoena for testimony is received, the Providing Agency shall immediately be notified of the demand and shall provide instructions and defend against the demand as necessary.

### **Indemnification**

Subject to the limitations and conditions of the Oregon Constitution and statutes, District and County each shall be solely responsible for any loss or injury caused to third parties arising from District's or County's own acts or omissions under the agreement and District or County shall defend, hold harmless and indemnify the other party to this agreement with respect to any claim, litigation or liability arising from District's or County's own acts or omissions under this agreement.



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

**PORTLAND SCHOOL DISTRICT NO. 1**

By: \_\_\_\_\_  
Deputy Clerk

Date: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Staff Attorney, Portland School District No. 1

**MULTNOMAH COUNTY, OREGON**

By: \_\_\_\_\_  
Multnomah County Chair

Date: 12-1-94

Contractor's ID Number \_\_\_\_\_

By: \_\_\_\_\_  
Division Director

Date: 11/8/94

By: \_\_\_\_\_  
Program Manager

Date: \_\_\_\_\_

Reviewed By: \_\_\_\_\_

for LAURENCE KRESSEL  
County Counsel for  
Multnomah County, Oregon

Date: November 10, 1994

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # 2-5 DATE 12-1-94  
Cherie A. Parkerson  
BOARD CLERK

✓  
**PLEASE PRINT LEGIBLY!**

*Staff*  
**MEETING DATE** 12-1-94

**NAME**

**ADDRESS**

Norma Jaeger

**STREET**

**CITY**

**ZIP**

**I WISH TO SPEAK ON AGENDA ITEM NO.** R6+7

**SUPPORT**

**OPPOSE**

**SUBMIT TO BOARD CLERK**

(503) 294-7074

FAX (503) 294-7044



**REGIONAL**  
**DRUG INITIATIVE**

**CAROL N. STONE**

Executive Director

522 S.W. 5th, Suite 1310

Portland, Oregon 97204

MEETING DATE: DEC 01 1994

AGENDA NO: R-6

(Above Space for Board Clerk's Use Only)

AGENDA PLACEMENT FORM

SUBJECT: Ratification of Amendment #1 with Regional Drug Initiative

BOARD BRIEFING Date Requested: October 29, 1994

Amount of Time Needed: 10 Minutes

REGULAR MEETING: Date Requested: \_\_\_\_\_

Amount of Time Needed: \_\_\_\_\_

DEPARTMENT: \_\_\_\_\_ DIVISION Community and Family Services

CONTACT: Carol Stone TELEPHONE #: 294-7074  
BLDG/ROOM #: 175/1310

PERSON(S) MAKING PRESENTATION: Lorenzo Poe/Carol Stone

ACTION REQUESTED:

☐ INFORMATION ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

Ratification of amendment #1 to an agreement between the Multnomah County Community and Family Services Division and the Regional Drug Initiative (RDI) for the period October 28, 1994 until terminated by all parties. The Secretary of State has advised the RDI of the need to clarify language in the agreement between the City and County regarding restrictions and distribution of assets upon dissolution of the organization.

SIGNATURES REQUIRED:

ELECTED OFFICIAL: \_\_\_\_\_  
OR

DEPARTMENT MANAGER/DIVISION DIRECTOR: Lorenzo Poe/RCS

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

(WPDOC) 0516C/63

6/93

*Originals Sent to Carol Stone on 12-5-94 for Signatures.*

RECEIVED

OCT 05 1994

COUNTY OR  
MULTNOMAH COUNTY, OR

1994 NOV 21 PM 11:38  
MULTNOMAH COUNTY  
OREGON



TO: Board of County Commissioners

FROM: Carol Stone

DATE: September 21, 1994

RE: Amendment to Agreement with City of Portland

I. Recommendation/Action Requested:

Amend by substitution the Intergovernmental Agreement with the City of Portland for the Regional Drug to clarify language on restrictions and dissolution of the organization as follows (shown in Intergovernmental Agreement, attached):

**Add as Section 1.4**

1.4 Restrictions. No part of the net earnings of the Entity shall inure to the benefit of, or be distributable to the Task Force, Executive Committee, officers, or other private persons, except that the Entity shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Section 1.2 hereof.

**Replace Section 6.2.2**

6.2.2 If the entity is dissolved, its affairs shall be liquidated pursuant to the provisions of the Nonprofit Corporation Act. Upon dissolution or final liquidation, after payment or provision for payment of all liabilities and obligations of the Entity, the remaining assets of the Entity shall be distributed to the City and County.

II. Background Analysis:

On October 14, 1993, the Board of County Commissions approved an Intergovernmental Agreement with the City of Portland for the Regional Drug Initiative (RDI). The Secretary of

State has advised of a need to clarify language in the Agreement regarding restrictions and the distribution of assets of RDI upon dissolution of the organization. Any revisions to the Intergovernmental Agreement must be approved by the City and County prior to filing with the Secretary of State. The substitute agreement is effective retroactive to October 14, 1993.

III. Financial Impact: N/A

IV. Legal Issues:

This amendment will provide legal clarification as required by the Secretary of State.

V. Controversial Issues: N/A

VI: Line to Current County Policies: N/A

VII: Citizen Participation: N/A

VIII Other Government Participation: N/A

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

Contract # 103794

Amendment # 1

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$15,000	<input type="checkbox"/> Professional Services over \$15,000 (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 <input type="checkbox"/> Intergovernmental Revenue <div style="text-align: center;"><b>APPROVED BY MULTNOMAH COUNTY</b> <b>BOARD OF COMMISSIONERS</b> AGENDA # <u>R-6</u> DATE <u>12/1/94</u> <u>Carrie A. Parkerson</u> <b>BOARD CLERK</b></div>

Department: \_\_\_\_\_ Division: COMMUNITY & FAMILY SERVICES Date: OCTOBER 3, 1994  
Contract Originator: \_\_\_\_\_ Phone: \_\_\_\_\_ Bldg/Room: \_\_\_\_\_  
Administrative Contact: CAROLYNNE WEBBER Phone: 248-3691 X2583 Bldg/Room: 161/200  
Description of Contract: Amendment #1 replaces the agreement processed in Sept./Oct. 1993 to organize the Regional Drug Initiative (RDI) as a separate intergovernmental entity due to additional language requirements for non-profit organizations.

RFP/BID #: N/A IGA Date of RFP/BID: \_\_\_\_\_ Exemption Expiration Date: \_\_\_\_\_  
ORS/AR # \_\_\_\_\_ Contractor is ☐ MBE ☐ WBE ☐ JQRF

<b>Contractor Name:</b> <u>REGIONAL DRUG INITIATIVE</u> <b>Mailing Address:</b> <u>522 SW 5TH, SUITE 1310</u> <u>PORTLAND OR 97204</u> <b>Phone:</b> <u>294-7074 (FAX 294-7044)</u> <b>Employer ID# or SS#:</b> <u>N/A</u> <b>Effective Date:</b> <u>OCTOBER 28, 1993</u> <b>Termination Date:</b> <u>UNTIL TERMINATED BY ALL PARTIES</u> <b>Original Contract Amount:</b> \$ <u>-0-</u> <b>Total Amt of Previous Amendments:</b> \$ _____ <b>Amount of Amendment:</b> \$ <u>-0-</u> <b>Total Amount of Agreement:</b> \$ <u>-0-</u>	<b>Remittance Address (if different)</b> _____  <table style="width: 100%;"><tr><td style="width: 50%;"><b>Payment Schedule</b></td><td style="width: 50%;"><b>Terms</b></td></tr><tr><td><input type="checkbox"/> Lump Sum \$ _____</td><td><input type="checkbox"/> Due on Receipt</td></tr><tr><td><input type="checkbox"/> Monthly \$ _____</td><td><input type="checkbox"/> Net 30</td></tr><tr><td><input type="checkbox"/> Other \$ _____</td><td><input type="checkbox"/> Other</td></tr><tr><td colspan="2"><input type="checkbox"/> Requirements contract - Requisition Required</td></tr><tr><td colspan="2"><b>Purchase Order No.</b> _____</td></tr><tr><td colspan="2"><input type="checkbox"/> Requirements Not to Exceed \$ _____</td></tr><tr><td colspan="2"><b>Encumber:</b> Yes <input type="checkbox"/> No <input type="checkbox"/></td></tr></table>	<b>Payment Schedule</b>	<b>Terms</b>	<input type="checkbox"/> Lump Sum \$ _____	<input type="checkbox"/> Due on Receipt	<input type="checkbox"/> Monthly \$ _____	<input type="checkbox"/> Net 30	<input type="checkbox"/> Other \$ _____	<input type="checkbox"/> Other	<input type="checkbox"/> Requirements contract - Requisition Required		<b>Purchase Order No.</b> _____		<input type="checkbox"/> Requirements Not to Exceed \$ _____		<b>Encumber:</b> Yes <input type="checkbox"/> No <input type="checkbox"/>	
<b>Payment Schedule</b>	<b>Terms</b>																
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<b>Purchase Order No.</b> _____																	
<input type="checkbox"/> Requirements Not to Exceed \$ _____																	
<b>Encumber:</b> Yes <input type="checkbox"/> No <input type="checkbox"/>																	

**REQUIRED SIGNATURES:**  
Department Manager: *Lolene Poe/Re* Date: 10/4/94  
Purchasing Director: \_\_\_\_\_ Date: \_\_\_\_\_  
(Class II Contracts Only)  
County Counsel: *[Signature]* Date: 10/18/94  
County Chair/Sheriff: *[Signature]* Date: 12/1/94  
Contract Administration: \_\_\_\_\_ Date: \_\_\_\_\_  
(Class I, Class II Contracts Only)

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

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

DISTRIBUTION: Contracts Administration, Initiator, Finance

MULTNOMAH COUNTY, OREGON

CITY OF PORTLAND

INTERGOVERNMENTAL AGREEMENT

This Agreement is entered into by and between Multnomah County, Oregon, hereinafter "COUNTY" and the City of Portland, hereinafter "CITY" pursuant to the authority of ORS Chapter 190.

I. RECITALS

The parties recognize the following reasons for entering into this agreement:

- A. Cooperative efforts of a community consortium to combat drug abuse have been underway since 1987 as an informal organization under the name "Regional Drug Initiative (RDI)." The purpose of this Agreement is to make these efforts permanent and give them a formal structure.
- B. The Regional Drug Initiative has been governed by a Task Force, the present members of which are attached as Exhibit A. For times prior to the effective date hereof, the term "Task Force" refers to the body that has been managing the consortium efforts of Regional Drug Initiative; for times after the effective date hereof, the term "Task Force" refers to the Task Force described in Section 2.1 below.
- C. On January 15, 1993, the Task Force directed an analysis of the legal structure of RDI. On April 16, 1993, based on recommendations from a special work group appointed by the Executive Committee, the Task Force approved the development of an intergovernmental agreement to create a new entity. On June 25, 1993, the Executive Committee of the Task Force recommended approval of this Agreement to the Task Force, which approved this Agreement on July 16, 1993.
- D. This Agreement is entered into by the City of Portland, Oregon, a municipal corporation in the State of Oregon ("City"), and Multnomah County, Oregon, a political subdivision of the State of Oregon ("County").
- E. The City enters into this Agreement pursuant to the authority granted by Section 2-105(a)(4) of its city charter and ORS 190.010(5). The County enters into this Agreement pursuant to the authority granted by Section 2.10 of its charter and ORS 190.010(5).
- F. City, County and RDI are sometimes referred to herein as the "Parties." The Parties intend by this Agreement to create an intergovernmental organization that is a legal



entity pursuant to ORS 190.010(5), referred to herein as the "Entity." The terms "Regional Drug Initiative" and "RDI" refer herein to the organization described in Recital A, for times prior to the effective date hereof, and to the Entity, for times at and after the effective date hereof.

## AGREEMENT

### 1. GENERAL

1.1. Name and Duration. The name of the Entity shall be "Regional Drug Initiative" and its duration shall be perpetual.

1.2. Purpose and Mission. The purpose and mission of the Entity shall be to foster the community actions, social attitudes and individual behaviors which will establish a community free from alcohol or other drug problems.

1.3. Statutes applicable.

1.3.1 The Entity shall be governed by the provisions that govern public benefit corporations without members created under the Oregon Nonprofit Corporation Act, ORS Chapter 61, or successor statute ("Nonprofit Corporation Act"), except as otherwise provided herein or in the Bylaws of the Entity or as specifically required by law.

1.3.2 Except as required by law, the Bylaws of the Entity may specify whether the public meetings law, public records law, public bidding law, and other laws governing public entities apply to the Entity.

1.4. Restrictions. No part of the net earnings of the Entity shall inure to the benefit of, or be distributable to the Task Force, Executive Committee, officers, or other private persons, except that the Entity shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Section 1.2 hereof.

### 2. GOVERNANCE

2.1. Task Force.

2.1.1 The Task Force of the Entity shall have the authority of, and shall be governed by the procedures applicable to, a board of directors under the Nonprofit Corporation Act.

2.1.2 The Bylaws of the Entity may contain provisions governing the maximum and minimum size of, membership on, nomination for, election to, term of, vacancies in, removal from, and meetings of the Task Force.

## 2.2 Executive Committee.

2.2.1 The Entity shall have an Executive Committee which may act for the Task Force, subject to any limitations which the Bylaws may impose. The Executive Committee of the Entity shall be governed by the provisions of the Nonprofit Corporation Act that apply to a "committee of the board."

2.2.2 The Bylaws of the Entity may contain provisions governing the size of, membership on, nomination for, election to, term of, vacancies in, removal from, and meetings of the Executive Committee.

2.3 Bylaws. The Entity shall have Bylaws which the Task Force shall adopt.

## 3. FINANCIAL MATTERS

3.1 Fiscal Agent. The City shall act as fiscal agent for RDI. The terms of such fiscal agency may be specified by the provisions of any contract or trust agreement into which the City and RDI enter from time to time or of the restrictions attached by any grantor or donor to any contribution which the City receives on behalf of RDI. RDI and not the City shall be considered the owner of any assets of RDI, including accounts for which the City acts as fiscal agent. RDI may compensate the City for the reasonable cost of services rendered in connection with such fiscal agency. All payments on behalf of RDI shall be disbursed in accordance with City policies.

3.2 Contributions of the Parties Subject to the Availability of Funds. The City and County each may make an annual contribution to RDI. However, nothing in this Agreement shall obligate either the City or the County to make such contribution. Contributions are subject to the availability of funds.

3.3 Contracting for Services. RDI may contract with the City, the County or any other person for such services as RDI finds necessary or desirable.

## 4. LIABILITIES

### 4.1 Indemnification by RDI.

4.1.1 RDI shall indemnify and hold harmless its Task Force, its committee members, its officers, its employees, its agents pursuant to contract expressly providing for indemnification, the City and the County, all to the extent permitted of a nonprofit corporation under the Nonprofit Corporation Act. Such indemnification shall include acts on behalf of RDI that occurred before the Entity was created.

4.1.2 Except as specified otherwise in the Bylaws, any indemnification by RDI shall follow the procedures of the Nonprofit Corporation Act.

4.2 City and County Responsibility For Liabilities. Except for actions of agents of the City or County, including actions by the City as fiscal agent of RDI or by the City or County as contractor furnishing services to RDI, neither the City nor the County shall have any responsibility for any liabilities of RDI. RDI shall not be considered an agent of the City or County.

4.3 Tort Claims Act. The Parties intend that the Entity shall be a "public body" within the meaning of ORS 30.260(4) or successor statute and shall be subject to and have the benefit of the Oregon Tort Claims Act, ORS 30.260 to 30.300 or successor statute.

4.4 Insurance. The Entity shall purchase such liability insurance as is reasonably available from time to time.

## 5. TRANSITIONAL MATTERS

5.1 RDI as Successor Entity. The informal organization known as Regional Drug Initiative is hereby abolished, and the new formal Entity (which shall continue to be called the Regional Drug Initiative) is hereby created as the successor thereto.

5.2 Assets and Liabilities. The title to all property of RDI shall vest in the Entity without reversion or impairment, subject to any and all conditions to which the property was subject prior to the effective date hereof. Any bequest, devise, gift, grant or promise contained in a will or other instrument of donation, subscription or conveyance, which was made to RDI and which takes effect or remains payable after the effective date hereof inures to the Entity unless the will or other instrument otherwise specifically provides. The Entity assumes all the liabilities and obligations of Regional Drug Initiative prior to the effective date hereof.

5.3 Task Force, Executive Committee and Officers. The initial Task Force shall be the individuals designated in Exhibit A hereto. The initial officers and Executive Committee shall be the individuals designated in Exhibit B hereto.

5.4 Committees. The initial members of the committees of the Entity other than the Executive Committee shall be the individuals composing those committees on effective the date hereof.

5.5 Assignment of Lease and Contracts. The rights and obligations of RDI under RDI's lease for office space, RDI's contract with the County for employees and automobile services, and any other leases or contracts shall be assigned to and assumed by the Entity.

### 5.6 Fiscal Agent.

5.6.1 The City shall assign to the Entity all assets, liabilities, accounts, budgets and other items previously administered by the City as fiscal agent for RDI.

5.6.2 Notwithstanding the actual effective date of this Agreement, the City shall prepare an opening financial statement and list of assets and liabilities of the Entity as of July 1, 1993.

5.7 Effectiveness. This Agreement is effective immediately upon execution and delivery by the City, County and RDI. Execution and delivery on behalf of RDI may be performed by any officer of RDI following approval of this Agreement by the Task Force.

## 6. AMENDMENT, TERMINATION AND DISSOLUTION

### 6.1 Amendment.

6.1.1 This Agreement may be amended through a writing which states that it is an amendment hereto and which is executed and delivered on behalf of the City, the County and RDI under authority of its Task Force.

6.1.2 The Bylaws may be amended by the Task Force.

### 6.2 Termination and Dissolution.

6.2.1 This Agreement may be terminated or the Entity dissolved at any time by notice delivered on behalf of the City, County or Task Force. Termination of this Agreement without substitution of any successor agreement shall dissolve the Entity.

6.2.2 If the Entity is dissolved, its affairs shall be liquidated pursuant to the provisions of the Nonprofit Corporation Act. Upon dissolution or final liquidation, after payment or provision for payment of all liabilities and obligations of the Entity, the remaining assets of the Entity shall be distributed to the City and County.

## 7. MISCELLANEOUS.

7.1 Interpretation. The terms and provisions of this Agreement shall be liberally construed in accordance with its general purpose.

7.2 Notices. All written notices under this Agreement shall be sent to the following addresses:

### CITY:

Office of the Mayor  
City Hall  
1220 SW Fifth  
Portland, Oregon 97204

**COUNTY:**

Multnomah County Alcohol & Drug Program Manager  
426 SW Stark, 6th Floor  
Portland, Oregon 97204

**REGIONAL DRUG INITIATIVE:**

Regional Drug Initiative  
522 NW Fifth Avenue, Suite 1310  
Portland, OR 97294  
Attention: Executive Director

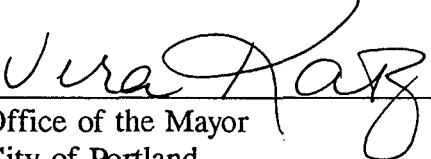
Either Party may change such address for notices by notice to the other Parties.

7.3 Severability. If any provision of this Agreement is illegal or unenforceable, the remaining provisions shall be given effect.

7.4 Integration. This Agreement is the entire agreement of the Parties relating to the subject matter hereof.

IN WITNESS hereof, each Party has caused this Agreement to be executed and delivered by its duly authorized representative.

**CITY OF PORTLAND, OREGON**

  
Office of the Mayor  
City of Portland

Date: 12-12-94

**REVIEWED:**

Jeffrey Rogers,  
City Counsel

**APPROVED AS TO FORM**

By: 

CITY ATTORNEY   
Date: 8/24/94

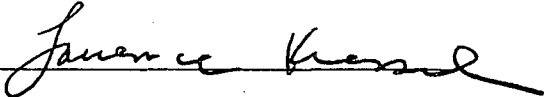
**MULTNOMAH COUNTY**

  
Beverly Stein, Chair  
Board of County Commissioners

Date: 12-1-94

**REVIEWED:**

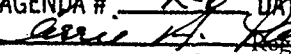
Laurence Kressel,  
County Counsel

By: 

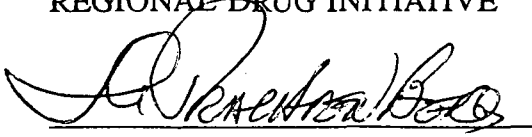
Date: 10/19/94

**APPROVED MULTNOMAH COUNTY**

**BOARD OF COMMISSIONERS**

AGENDA # R-6 DATE 12-1-94  
  
BOARD CLERK

REGIONAL DRUG INITIATIVE



John Trachtenberg  
Vice Chair

Date:

DECEMBER 19, 1994

REVIEWED:

Lane Powell Spears Lubersky

By: \_\_\_\_\_

Date: \_\_\_\_\_

**SUBSTITUTE**  
**ORDINANCE No. 168066**

\* Amend Intergovernmental Agreement with Multnomah County for the  
Regional Drug Initiative (Ordinance; amend Ordinance No. 166965)

The City of Portland ordains:

Section 1. The Council finds:

1. The Council authorized an Intergovernmental Agreement with Multnomah County for the Regional Drug Initiative by Ordinance No. 166965 on September 22, 1993.

2. The Secretary of State's Office has advised that clarification is necessary regarding restrictions and distribution of assets upon dissolution of RDI.

3. The proposed amendment to the Intergovernmental Agreement adds Section 1.4 regarding restrictions and replaces Section 6.2.2 to clarify distribution of assets.

NOW THEREFORE, the Council directs:

a. The Mayor and the Auditor to execute the Intergovernmental Agreement set forth in Exhibit A to this ordinance which amends by substitution the Intergovernmental Agreement authorized by Ordinance No. 166965. This amendment to be retroactive to September 22, 1993.

Section 2. The Council declares that an emergency exists in that it is necessary that there be no interruption of RDI's activities; therefore, this ordinance shall be in full force and effect from and after its passage.

Passed by the Council, **AUG 31 1994**

**BARBARA CLARK**  
Auditor of the City of Portland  
By *Britta Olson*  
Deputy

MEETING DATE: DEC 01 1994

AGENDA NO: R-7

(Above Space for Board Clerk's Use Only)

AGENDA PLACEMENT FORM

SUBJECT: Approval of an Ordinance Regarding the Regional Drug Initiative

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: Carol Stone TELEPHONE #: 294-7074  
BLDG/ROOM #: 175/1310

PERSON(S) MAKING PRESENTATION: Norma Jaeger/Carol Stone

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 Ordinance regarding the Intergovernmental Agreement between the Multnomah County Community and Family Services Division's Alcohol and Drug Program and the Regional Drug Initiative (RDI). The documents attached clarify language regarding restrictions and distribution of assets upon dissolution of RDI.

SIGNATURES REQUIRED:

ELECTED OFFICIAL: \_\_\_\_\_  
OR

DEPARTMENT MANAGER/DIVISION DIRECTOR: Lorenzo Polanco

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

(WPDOC) 0516C/63

6/93

*Copy of Ordinance #806 Sent to Carol Stone  
& Ordinance Sub. list on 12-5-94.*

1994 NOV 21 PM 1:33  
CLERK OF  
COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON





# 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* Director  
Children and Families Services Division  
DATE: November 9, 1994  
REQUESTED PLACEMENT DATE:  
RE: Approval of an Ordinance Regarding the Regional Drug Initiative

### I. Action Requested:

Approval of an Ordinance regarding the Intergovernmental Revenue Agreement with the Regional Drug Initiative (RDI).

### II. Background/Analysis:

The Board of County Commissioners authorized an Intergovernmental Agreement with the City of Portland establishing the Regional Drug Initiative (RDI) as a separate governmental entity in October 1993. The Secretary of State's Office has advised that clarification is necessary regarding restrictions and distribution of assets upon dissolution of RDI. The proposed amendment to the Intergovernmental Agreement (Exhibit A to this ordinance) restates the original, adds Section 1.4 regarding restrictions and replaces Section 6.2.2 to clarify distribution of assets.

### III. Financial Impact:

N/A

### IV. Legal Issues:

This action is advised by the Secretary of State's Office and County Counsel for Multnomah County.

### V. Controversial Issues:

N/A

### VI. Link to Current County Policies:

N/A

Page 2 of 2

VII. Citizen Participation:

The Regional Drug Initiative Task Force is comprised of a cross section of persons from the public and private sector.

VIII. Other Government Participation:

The Portland Public School District, Multnomah County School Districts, City of Gresham Police Department, City of Portland Police Department, Multnomah County Sheriffs Office, the City of Portland and Clackamas County are all participants in and supporters of the goals of this agreement.

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR MULTNOMAH COUNTY, OREGON

ORDINANCE NO. 806

An ordinance ratifying and amending the Intergovernmental Agreement with the City of Portland for the Regional Drug Initiative and declaring an emergency.

MULTNOMAH COUNTY ORDAINS AS FOLLOWS:

SECTION 1. FINDINGS

A. The Board of County Commissioners authorized an Intergovernmental Agreement with the City of Portland for the Regional Drug Initiative (RDI) in October, 1993.

B. The Secretary of State's Office has advised that clarification is necessary regarding restrictions and distribution of assets upon dissolution of RDI.

C. The proposed amendment to the Intergovernmental Agreement (Exhibit A to this ordinance) restates the original, adds Section 1.4 regarding restrictions and replaces Section 6.2.2 to clarify distribution of assets.

SECTION 2. ADOPTION OF AMENDMENT AGREEMENT

A. The Board of County Commissioners adopts the Intergovernmental Agreement set forth in Exhibit A to this ordinance.

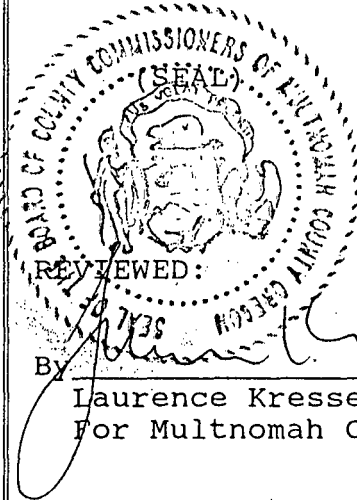
11/22/94:1

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

SECTION 3. EMERGENCY

This Ordinance, being necessary for the health, safety, and welfare of the people of Multnomah County, an emergency is declared, in that there should be no disruption to the operation of the RDI; the City has enacted an Emergency Ordinance approving these amendments. The Ordinance shall take effect upon its execution by the County Chair, pursuant to Section 5.50 of the Charter of Multnomah County.

ADOPTED this 1st day of December, 1994, being the date of its First reading before the Board of County Commissioners of Multnomah County, Oregon.



*Beverly Stein*  
 Beverly Stein, Chair  
 Multnomah County, Oregon

By *Laurence Kressel*  
 Laurence Kressel, County Counsel  
 For Multnomah County, Oregon

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11/22/94:1

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

MULTNOMAH COUNTY, OREGON  
CITY OF PORTLAND  
INTERGOVERNMENTAL AGREEMENT

This Agreement is entered into by and between Multnomah County, Oregon, hereinafter "COUNTY" and the City of Portland, hereinafter "CITY" pursuant to the authority of ORS Chapter 190.

I. RECITALS

The parties recognize the following reasons for entering into this agreement:

- A. Cooperative efforts of a community consortium to combat drug abuse have been underway since 1987 as an informal organization under the name "Regional Drug Initiative (RDI)." The purpose of this Agreement is to make these efforts permanent and give them a formal structure.
- B. The Regional Drug Initiative has been governed by a Task Force, the present members of which are attached as Exhibit A. For times prior to the effective date hereof, the term "Task Force" refers to the body that has been managing the consortium efforts of Regional Drug Initiative; for times after the effective date hereof, the term "Task Force" refers to the Task Force described in Section 2.1 below.
- C. On January 15, 1993, the Task Force directed an analysis of the legal structure of RDI. On April 16, 1993, based on recommendations from a special work group appointed by the Executive Committee, the Task Force approved the development of an intergovernmental agreement to create a new entity. On June 25, 1993, the Executive Committee of the Task Force recommended approval of this Agreement to the Task Force, which approved this Agreement on July 16, 1993.
- D. This Agreement is entered into by the City of Portland, Oregon, a municipal corporation in the State of Oregon ("City"), and Multnomah County, Oregon, a political subdivision of the State of Oregon ("County").
- E. The City enters into this Agreement pursuant to the authority granted by Section 2-105(a)(4) of its city charter and ORS 190.010(5). The County enters into this Agreement pursuant to the authority granted by Section 2.10 of its charter and ORS 190.010(5).
- F. City, County and RDI are sometimes referred to herein as the "Parties." The Parties intend by this Agreement to create an intergovernmental organization that is a legal

entity pursuant to ORS 190.010(5), referred to herein as the "Entity." The terms "Regional Drug Initiative" and "RDI" refer herein to the organization described in Recital A, for times prior to the effective date hereof, and to the Entity, for times at and after the effective date hereof.

## AGREEMENT

### 1. GENERAL

1.1 Name and Duration. The name of the Entity shall be "Regional Drug Initiative" and its duration shall be perpetual.

1.2 Purpose and Mission. The purpose and mission of the Entity shall be to foster the community actions, social attitudes and individual behaviors which will establish a community free from alcohol or other drug problems.

1.3 Statutes applicable.

1.3.1 The Entity shall be governed by the provisions that govern public benefit corporations without members created under the Oregon Nonprofit Corporation Act, ORS Chapter 61, or successor statute ("Nonprofit Corporation Act"), except as otherwise provided herein or in the Bylaws of the Entity or as specifically required by law.

1.3.2 Except as required by law, the Bylaws of the Entity may specify whether the public meetings law, public records law, public bidding law, and other laws governing public entities apply to the Entity.

1.4 Restrictions. No part of the net earnings of the Entity shall inure to the benefit of, or be distributable to the Task Force, Executive Committee, officers, or other private persons, except that the Entity shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Section 1.2 hereof.

### 2. GOVERNANCE

2.1 Task Force.

2.1.1 The Task Force of the Entity shall have the authority of, and shall be governed by the procedures applicable to, a board of directors under the Nonprofit Corporation Act.

2.1.2 The Bylaws of the Entity may contain provisions governing the maximum and minimum size of, membership on, nomination for, election to, term of, vacancies in, removal from, and meetings of the Task Force.

## 2.2 Executive Committee.

2.2.1 The Entity shall have an Executive Committee which may act for the Task Force, subject to any limitations which the Bylaws may impose. The Executive Committee of the Entity shall be governed by the provisions of the Nonprofit Corporation Act that apply to a "committee of the board."

2.2.2 The Bylaws of the Entity may contain provisions governing the size of, membership on, nomination for, election to, term of, vacancies in, removal from, and meetings of the Executive Committee.

2.3 Bylaws. The Entity shall have Bylaws which the Task Force shall adopt.

## 3. FINANCIAL MATTERS

3.1 Fiscal Agent. The City shall act as fiscal agent for RDI. The terms of such fiscal agency may be specified by the provisions of any contract or trust agreement into which the City and RDI enter from time to time or of the restrictions attached by any grantor or donor to any contribution which the City receives on behalf of RDI. RDI and not the City shall be considered the owner of any assets of RDI, including accounts for which the City acts as fiscal agent. RDI may compensate the City for the reasonable cost of services rendered in connection with such fiscal agency. All payments on behalf of RDI shall be disbursed in accordance with City policies.

3.2 Contributions of the Parties Subject to the Availability of Funds. The City and County each may make an annual contribution to RDI. However, nothing in this Agreement shall obligate either the City or the County to make such contribution. Contributions are subject to the availability of funds.

3.3 Contracting for Services. RDI may contract with the City, the County or any other person for such services as RDI finds necessary or desirable.

## 4. LIABILITIES

### 4.1 Indemnification by RDI.

4.1.1 RDI shall indemnify and hold harmless its Task Force, its committee members, its officers, its employees, its agents pursuant to contract expressly providing for indemnification, the City and the County, all to the extent permitted of a nonprofit corporation under the Nonprofit Corporation Act. Such indemnification shall include acts on behalf of RDI that occurred before the Entity was created.

4.1.2 Except as specified otherwise in the Bylaws, any indemnification by RDI shall follow the procedures of the Nonprofit Corporation Act.

4.2 City and County Responsibility For Liabilities. Except for actions of agents of the City or County, including actions by the City as fiscal agent of RDI or by the City or County as contractor furnishing services to RDI, neither the City nor the County shall have any responsibility for any liabilities of RDI. RDI shall not be considered an agent of the City or County.

4.3 Tort Claims Act. The Parties intend that the Entity shall be a "public body" within the meaning of ORS 30.260(4) or successor statute and shall be subject to and have the benefit of the Oregon Tort Claims Act, ORS 30.260 to 30.300 or successor statute.

4.4 Insurance. The Entity shall purchase such liability insurance as is reasonably available from time to time.

## 5. TRANSITIONAL MATTERS

5.1 RDI as Successor Entity. The informal organization known as Regional Drug Initiative is hereby abolished, and the new formal Entity (which shall continue to be called the Regional Drug Initiative) is hereby created as the successor thereto.

5.2 Assets and Liabilities. The title to all property of RDI shall vest in the Entity without reversion or impairment, subject to any and all conditions to which the property was subject prior to the effective date hereof. Any bequest, devise, gift, grant or promise contained in a will or other instrument of donation, subscription or conveyance, which was made to RDI and which takes effect or remains payable after the effective date hereof inures to the Entity unless the will or other instrument otherwise specifically provides. The Entity assumes all the liabilities and obligations of Regional Drug Initiative prior to the effective date hereof.

5.3 Task Force, Executive Committee and Officers. The initial Task Force shall be the individuals designated in Exhibit A hereto. The initial officers and Executive Committee shall be the individuals designated in Exhibit B hereto.

5.4 Committees. The initial members of the committees of the Entity other than the Executive Committee shall be the individuals composing those committees on effective the date hereof.

5.5 Assignment of Lease and Contracts. The rights and obligations of RDI under RDI's lease for office space, RDI's contract with the County for employees and automobile services, and any other leases or contracts shall be assigned to and assumed by the Entity.

### 5.6 Fiscal Agent.

5.6.1 The City shall assign to the Entity all assets, liabilities, accounts, budgets and other items previously administered by the City as fiscal agent for RDI.



5.6.2 Notwithstanding the actual effective date of this Agreement, the City shall prepare an opening financial statement and list of assets and liabilities of the Entity as of July 1, 1993.

5.7 Effectiveness. This Agreement is effective immediately upon execution and delivery by the City, County and RDI. Execution and delivery on behalf of RDI may be performed by any officer of RDI following approval of this Agreement by the Task Force.

## 6. AMENDMENT, TERMINATION AND DISSOLUTION

### 6.1 Amendment.

6.1.1 This Agreement may be amended through a writing which states that it is an amendment hereto and which is executed and delivered on behalf of the City, the County and RDI under authority of its Task Force.

6.1.2 The Bylaws may be amended by the Task Force.

### 6.2 Termination and Dissolution.

6.2.1 This Agreement may be terminated or the Entity dissolved at any time by notice delivered on behalf of the City, County or Task Force. Termination of this Agreement without substitution of any successor agreement shall dissolve the Entity.

6.2.2 If the Entity is dissolved, its affairs shall be liquidated pursuant to the provisions of the Nonprofit Corporation Act. Upon dissolution or final liquidation, after payment or provision for payment of all liabilities and obligations of the Entity, the remaining assets of the Entity shall be distributed to the City and County.

## 7. MISCELLANEOUS.

7.1 Interpretation. The terms and provisions of this Agreement shall be liberally construed in accordance with its general purpose.

7.2 Notices. All written notices under this Agreement shall be sent to the following addresses:

### CITY:

Office of the Mayor  
City Hall  
1220 SW Fifth  
Portland, Oregon 97204

**COUNTY:**

Multnomah County Alcohol & Drug Program Manager  
426 SW Stark, 6th Floor  
Portland, Oregon 97204

**REGIONAL DRUG INITIATIVE:**

Regional Drug Initiative  
522 NW Fifth Avenue, Suite 1310  
Portland, OR 97294  
Attention: Executive Director

Either Party may change such address for notices by notice to the other Parties.

7.3 Severability. If any provision of this Agreement is illegal or unenforceable, the remaining provisions shall be given effect.

7.4 Integration. This Agreement is the entire agreement of the Parties relating to the subject matter hereof.

IN WITNESS hereof, each Party has caused this Agreement to be executed and delivered by its duly authorized representative.

**CITY OF PORTLAND, OREGON**

\_\_\_\_\_  
Office of the Mayor  
City of Portland

Date: \_\_\_\_\_

**REVIEWED:**

Jeffrey Rogers,  
City Counsel

**APPROVED AS TO FORM**

By: Jeffrey L. Rogers

CITY ATTORNEY JRW

Date: \_\_\_\_\_  
8/27/94

**MULTNOMAH COUNTY**

Beverly Stein  
Beverly Stein, Chair  
Board of County Commissioners

Date: 10-1-94

**REVIEWED:**

Laurence Kressel,  
County Counsel

By: Laurence Kressel

Date: 10/19/94

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS

AGENDA # K-6 DATE 12-1-94  
Marie H. Kressel  
Regional Drug Initiative  
BOARD CLERK

REGIONAL DRUG INITIATIVE

\_\_\_\_\_  
John Trachtenberg  
Vice Chair

Date: \_\_\_\_\_

REVIEWED:

Lane Powell Spears Lubersky

By: \_\_\_\_\_

Date: \_\_\_\_\_

**SUBSTITUTE**

**ORDINANCE No. 168066**

\* Amend Intergovernmental Agreement with Multnomah County for the  
Regional Drug Initiative (Ordinance; amend Ordinance No. 166965)

The City of Portland ordains:

Section 1. The Council finds:

1. The Council authorized an Intergovernmental Agreement with Multnomah County for the Regional Drug Initiative by Ordinance No. 166965 on September 22, 1993.
2. The Secretary of State's Office has advised that clarification is necessary regarding restrictions and distribution of assets upon dissolution of RDI.
3. The proposed amendment to the Intergovernmental Agreement adds Section 1.4 regarding restrictions and replaces Section 6.2.2 to clarify distribution of assets.

NOW THEREFORE, the Council directs:

a. The Mayor and the Auditor to execute the Intergovernmental Agreement set forth in Exhibit A to this ordinance which amends by substitution the Intergovernmental Agreement authorized by Ordinance No. 166965. This amendment to be retroactive to September 22, 1993.

Section 2. The Council declares that an emergency exists in that it is necessary that there be no interruption of RDI's activities; therefore, this ordinance shall be in full force and effect from and after its passage.

Passed by the Council, **AUG 31 1994**

**BARBARA CLARK**  
Auditor of the City of Portland  
By *Britta Olson*  
Deputy

✓  
**PLEASE PRINT LEGIBLY!**

**MEETING DATE**

DEC 1

*Bing Sheldon*

**NAME**

BING SHELTON

**ADDRESS**

123 NN 2nd AVE

**STREET**

POX

97209

**CITY**

**ZIP**

**I WISH TO SPEAK ON AGENDA ITEM NO.**

R9

**SUPPORT**



**OPPOSE**

**SUBMIT TO BOARD CLERK**

✓  
2  
**PLEASE PRINT LEGIBLY!**

**MEETING DATE**

12/1/94

**NAME**

Sharon Kelly Meyer

**ADDRESS**

Metro - 600 NE Grand  
**STREET**

**CITY**

**ZIP CODE**

**I WISH TO SPEAK ON AGENDA ITEM #**

5/N LRT  
R-9

**SUPPORT**

**OPPOSE**

**SUBMIT TO BOARD CLERK**

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: South/North Tier I Recommendations

BOARD BRIEFING Date Requested: \_\_\_\_\_

Amount of Time Needed: \_\_\_\_\_

REGULAR MEETING: Date Requested: December 1, 1994

Amount of Time Needed: 10 minutes

DEPARTMENT: Environmental Services DIVISION: Transportation

CONTACT: Ed Pickering TELEPHONE #: 248-3636  
BLDG/ROOM #: \_\_\_\_\_

PERSON(S) MAKING PRESENTATION: Leon Skiles & Sharon Meyer of Metro

**ACTION REQUESTED:**

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

Approve continuation of the south/north transit corridor study with two termini alternatives and three alignment alternatives in the preparation of the Draft Environmental Impact Study and funding plan; and further evaluation of Portland and Vancouver CBD alternatives.

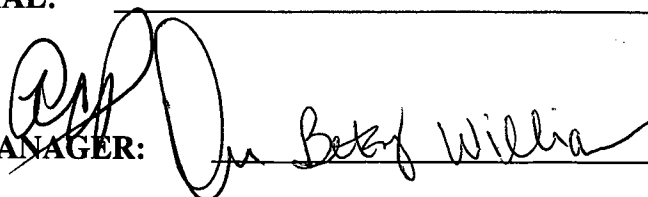
Approval is requested at this milestone in the S/N process by the Multnomah County Commission as a key regional stake holder in long-range transit planning. There is no direct impact on County personnel or fiscal/budget matters.

**SIGNATURES REQUIRED:**

ELECTED OFFICIAL: \_\_\_\_\_

OR

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



BOARD OF  
COUNTY COMMISSIONERS  
1994 NOV 28 AM 11:45  
MULTNOMAH COUNTY  
OREGON

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

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

*Copy of Resolution 94-231 Sent to Ed Pickering  
on 12-2-94.*



# 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:** Ed Pickering, Transportation Planning Administrator

**TODAY'S DATE:** November 14, 1994

**REQUESTED PLACEMENT DATE:** December 1, 1994

**RE:** Resolution Supporting the South/North Transit Corridor Study

**I. Recommendation/Action Requested:**

Approval of the Resolution supporting the South/North Transit Corridor recommendations.

**II. Background/Analysis:**

Metro and C-Tran, in cooperation with 12 state, city, and county governments have initiated the South/North Transit Corridor Study in July 1993. Multnomah County is one of the participating public agencies along the corridor.

The South/North planning and decision process is broken into the completed Tier I phase with recommendations as specified in the attached Tier I Final Recommendation Report. The Tier II phase will culminate in final recommendations regarding a high capacity transit option or other options for development in the corridor. The Tier II decision is expected in 1996 following completion of the draft EIS. The recommendations being considered, resulting from the Tier I process include: 1) Selection of light rail transit (LRT) as the preferred high capacity transit (HCT) mode; 2) the extent of the HCT corridor north to 99th Street in Clark County and south to Clackamas Town Center to be studied in Tier II; and 3) a limited number of LRT alignment options within the corridor.



Selection of the light rail transit mode and various LRT terminus and alignment alternatives for Tier I evaluation occurred in December 1993 using the federally prescribed Scoping Process. The South/North Steering Group considered the recommendations of the Citizen Advisory Committee and Planning Management Group in forwarding its recommendation to participating jurisdictions. Recommendations from Multnomah County and other participating jurisdictions will be forwarded to the C-Tran Board of Directors and the Metro Council who will make the final determination of the alternatives to be advanced into the Tier II Draft Environmental Impact Statement for additional evaluation.

III. Financial Impact:

There are no known fiscal impacts to Multnomah County in supporting the South/North Tier I recommendations.

IV. Legal Issues:

There are no known legal issues.

V. Controversial Issues:

Several alignment decisions are yet to be made along the three-county corridor, with constituents advocating various alternatives. The subsequent planning processes, including environmental impact analysis, will determine the relative merits of the options leading to additional recommendations.

VI. Link to Current County Policies:

Comprehensive Plan **Policy No. 35: Public Transportation** is consistent with development of high capacity transit as a safe, efficient, and convenient alternative mode of travel.

VII. Citizen Participation:

A South/North Citizen Advisory Committee, including representatives from Multnomah County has been formed to provide review and advice during each major phase of the study. In addition, major milestone products have been reviewed by the public with opportunities to comment during public meetings along the entire bi-state route. There may be additional citizen testimony at the Board hearing.

VIII. Other Government Participation:

Thirteen local and regional governments are participating in the study through elected representation on the South/North Steering Committee, citizen appointments to the Citizen Advisory Committee, and staff support on the South/North Planning Management Group and Technical Advisory Committee. The participating agencies each conduct public hearing to consider their support of the South/North recommendations.

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

Recommendation in support of the Halsey North/ )  
South Steering Group Tier I Final Recommendation) RESOLUTION  
Report describing the Light Rail Alternatives )  
to advance into Tier II Draft Environmental )  
Impact Statement for further study. )

WHEREAS, in April 1993 Metro Council and the C-Tran Board of Directors selected the Milwaukie and I-5 North Corridors as the region's next high capacity transit priority for study, and combined them into the South/North Corridor to be studied within a federal Alternatives Analysis/Draft Environmental Impact Statement; and

WHEREAS, in October 1993 the Federal Transit Administration approved the South/North Preliminary Work Plan, and issued notification of intent in the *Federal Register* to publish a South/North Draft Environmental Impact Statement (DEIS); and

WHEREAS, in December 1993 the South/North Steering Group including Multnomah County representation, concluded the federally prescribed Scoping Process, which included a comparative analysis of various high capacity transit mode alternatives, by selecting the light rail transit and various light rail terminus and alignment alternatives into Tier I for further study; and

WHEREAS, the South/North *Evaluation Methodology Report*, as adopted by the South/North Steering Group in December 1993, prescribes the South/North Study organization and process for the conclusion of the Tier I study process, and the selection of the alternatives to advance into Tier II and the Draft Environmental Impact Statement; and

WHEREAS, the role of the South/North Steering Group in the Tier I study process is to forward its final Tier I recommendation to Multnomah County and the other participating jurisdictions for their consideration, that the County and other participating jurisdictions may forward their recommendations to the C-Tran Board of Directors and the Metro Council who are to make the final determination of the alternatives to advance into the Tier II Draft Environmental Impact Statement for further study; and

WHEREAS, the *Evaluation Methodology Report* further prescribes the criteria and measures to be used to select the alternatives to advance into Tier II and the Draft Environmental Impact Statement; and

WHEREAS, the alternatives that were selected at the conclusion of the Scoping Process have been developed, and the criteria and measures from the *Evaluation Methodology Report* have been developed and documented within various technical memoranda, including the *South/North Tier I Technical Summary Report* and the *South/North Tier I Briefing Document*; and

WHEREAS, the technical methodologies, assumptions, and results have been reviewed by the South/North Expert Review Panel which found, in summary, that "The Panel finds that the data developed is sufficient to make the decisions regarding which alternatives should be carried forward for further study," and

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

Recommendation in support of the South/North	)	
Steering Group Tier I Final Recommendation	)	RESOLUTION
Report describing the Light Rail Alternatives	)	
to advance into Tier II Draft Environmental	)	94-231
Impact Statement for further study.	)	

WHEREAS, in April 1993 Metro Council and the C-Tran Board of Directors selected the Milwaukie and I-5 North Corridors as the region's next high capacity transit priority for study, and combined them into the South/North Corridor to be studied within a federal Alternatives Analysis/Draft Environmental Impact Statement; and

WHEREAS, in October 1993 the Federal Transit Administration approved the South/North Preliminary Work Plan, and issued notification of intent in the *Federal Register* to publish a South/North Draft Environmental Impact Statement (DEIS); and

WHEREAS, in December 1993 the South/North Steering Group including Multnomah County representation, concluded the federally prescribed Scoping Process, which included a comparative analysis of various high capacity transit mode alternatives, by selecting the light rail transit and various light rail terminus and alignment alternatives into Tier I for further study; and

WHEREAS, the South/North *Evaluation Methodology Report*, as adopted by the South/North Steering Group in December 1993, prescribes the South/North Study organization and process for the conclusion of the Tier I study process, and the selection of the alternatives to advance into Tier II and the Draft Environmental Impact Statement; and

WHEREAS, the role of the South/North Steering Group in the Tier I study process is to forward its final Tier I recommendation to Multnomah County and the other participating jurisdictions for their consideration, so that the County and other participating jurisdictions may forward their recommendations to the C-Tran Board of Directors and the Metro Council who are to make the final determination of the alternatives to advance into the Tier II Draft Environmental Impact Statement for further study; and

WHEREAS, the *Evaluation Methodology Report* further prescribes the criteria and measures to be used to select the alternatives to advance into Tier II and the Draft Environmental Impact Statement; and

WHEREAS, the alternatives that were selected at the conclusion of the Scoping Process have been developed, and the criteria and measures from the *Evaluation Methodology Report* have been developed and documented within various technical memoranda, including the *South/North Tier I Technical Summary Report* and the *South/North Tier I Briefing Document*; and

WHEREAS, the technical methodologies, assumptions, and results have been reviewed by the South/North Expert Review Panel which found, in summary, that "The Panel finds that the data developed is sufficient to make the decisions regarding which alternatives should be carried forward for further study," and

WHEREAS, a comprehensive public involvement program was developed and implemented by the South/North Study that included but was not limited to a variety of community meetings, a 60-day public comment period on the Tier I alternatives and data, meetings for the Steering Group to receive oral public comment, and an ongoing Citizens Advisory Committee including representation from Multnomah County, that received staff reports and presentations, provided regular public comment opportunities, and in September 1994, formed an independent Tier I recommendation that was forwarded to the Steering Group for its consideration; and

WHEREAS, in October 1994 the Steering Group considered Citizens Advisory Committee and Project Management Group recommendations, public comment, and the Tier I criteria and measures and issued its own unanimous Tier I recommendation to the participating jurisdictions, C-Tran Board of Directors, and Metro Council for their consideration; and

WHEREAS, the Steering Group's Final Tier I Recommendation identifies LRT alternatives that they concluded best meet the project's goal and objectives as adopted in December 1993 by the South/North Steering Group within the *Evaluation Methodology Report*;

NOW, THEREFORE, BE IT RESOLVED that the Multnomah County Board of Commissioners recommends to the Metro Council and the C-Tran Board of Directors the following approach to continuation of the South/North Transit Corridor Study:

1. To pursue the South/North Corridor in two study phases:
  - A. Phase I would consider a Light Rail Transit project between the Clackamas Town Center (CTC) area and the 99th Street area in Clark County.
  - B. Phase II would consider an extension of the Phase I LRT project south to Oregon City and north to the 134th Street/WSU area.
2. These study phases would proceed as follows:
  - A. Preparation of the Draft Environmental Impact Statement (DEIS) and funding plan for Phase I LRT alternative would begin immediately.
  - B. If LRT is selected as the Locally Preferred Alternative in Phase I, a DEIS and funding strategy for the Phase II LRT extension would be prepared upon completion of the Final Environmental Impact Statement (FEIS) for Phase I.
3. The following alignments are alternatives for further study within the Draft Environmental Impact Statement:
  - A. Between the Portland and Milwaukie CBDs, that the Ross Island Bridge Crossing, generally between the Ross Island Bridge in the north and Bancroft and Holgate Streets in the south, and the McLoughlin Blvd. alignment shall be developed for further study within the DEIS. The Caruthers area crossing will be evaluated further to determine whether it should also be included in the *Detailed Definition of Alternatives Report* and developed further in the DEIS.

- B. Within the Portland CBD, a Surface LRT Alternative on 5th and 6th Avenues shall be developed based upon several principles for further study within the DEIS.
  - C. Between the Vancouver CBD and the 134th Street/Washington State University branch campus area for both Phase I and Phase II termini, the I-5 east Alignment Alternative with station areas between I-5 and Highway 99 shall be developed for further study within the DEIS.
4. Because it has been found that further discussions and analysis should occur, a recommendation for the segment between the Portland and Vancouver CBDs shall be made following completion of additional technical work and evaluation;

And further,

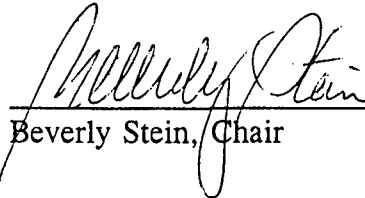
BE IT RESOLVED, that Multnomah County Board of Commissioners recommends that the C-Tran Board of Directors and Metro Council adopt the South/North Steering Group *Tier I Final Recommendation Report* describing the light rail terminus and alignment alternatives to advance into the Tier II Draft Environmental Impact Statement for further study.

DATED this 1st day of December, 1994.

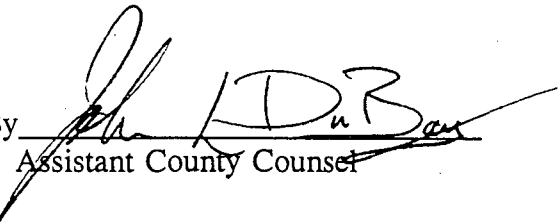


REVIEWED:

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

  
Beverly Stein, Chair

LAURENCE KRESSEL, COUNTY COUNSEL  
FOR MULTNOMAH COUNTY, OREGON

By   
Assistant County Counsel

# Tier I Final Recommendation Report

South/North Steering Group

October 6, 1994



METRO

# Tier I Final Recommendation Report

South/North Corridor  
Alternatives Analysis

October 6, 1994

**Metro**  
**South/North Steering Group**

The preparation of this report was financed in part by the U.S. Department of Transportation, Federal Transit Administration and by the Washington State Department of Transportation. The opinions, findings and conclusions expressed in this report are not necessarily those of either the Federal Transit Administration or the Washington Department of Transportation



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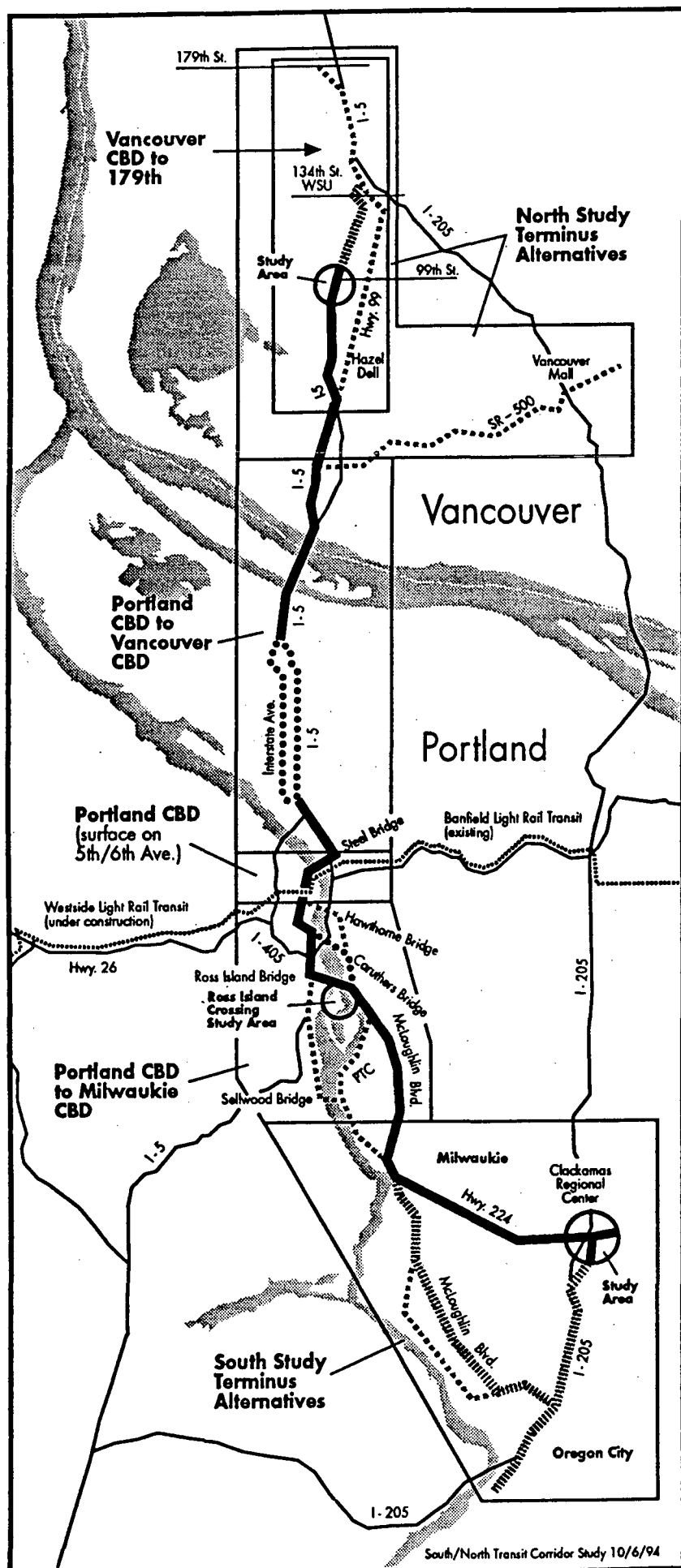
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## Steering Group Final Recommendation

- Recommended for immediate DEIS Analysis
- .....** Recommendation pending further Tier I analysis and public comment
- Recommended to be studied later in Phase II
- Recommended to be removed from further study

**Figure 1**

## EXECUTIVE SUMMARY

Figure 1 illustrates the Steering Group's Final Tier I Recommendation. In summary, those recommendations are as follows:

- The Steering Group proposes to pursue the South/North Corridor Project in two study phases:
  - [a] Phase I would consider a Light Rail Transit project between the Clackamas Town Center area (CTC) and the 99th Street area in Clark County.
  - [b] Phase II would consider an extension of the Phase I LRT Project south to Oregon City and north to the 134th Street/WSU area.
- The phases would be implemented as follows:
  - [a] Preparation of the Draft Environmental Impact Statement (DEIS) and funding plan for the Phase I LRT alternative would begin immediately.
  - [b] If LRT is selected as the Locally Preferred Alternative in Phase I, a DEIS and funding strategy for the Phase II LRT extension would be prepared upon completion of the Final Environmental Impact Statement (FEIS) for Phase I.
- The Steering Group recommends the following alignment alternatives for further study within the Draft Environmental Impact Statement:
  - [a] Between the Portland and Milwaukie CBDs, that the Ross Island Bridge Crossing, generally between the Ross Island Bridge in the north and Bancroft and Holgate streets in the south, and the McLoughlin Boulevard alignment be developed for further study within the DEIS. The Caruthers area crossing will be evaluated further in order to determine whether it should also be included in the *Detailed Definition of Alternatives Report* and developed further in the DEIS.
  - [b] Within the Portland CBD that a Surface LRT Alternative on 5th and 6th Avenues be developed based upon several principles for further study within the DEIS.
  - [c] Between the Vancouver CBD and the 134th/Washington State University branch campus area for both the Phase I and Phase II termini, that the I-5 East Alignment Alternative with station areas between I-5 and Highway 99 be developed for further study within the DEIS.
- Because it has found that further discussions and analysis should occur, the Steering Group is withholding a recommendation for the segment between the Portland and Vancouver CBDs until that additional technical work and evaluation can be completed.

- The Phase I LRT alignment alternative between CTC and 99th Street area is estimated to:

- [a] Serve almost 20 million trips per year,
- [b] Help manage growth and reduce air pollution, traffic and vehicle-miles-of-travel; and
- [c] Cost approximately \$2.85 billion in inflated (year-of-expenditure) dollars.

# 1. INTRODUCTION

## 1.1 Purpose

This *Tier I Final Recommendation* is proposed to local participating jurisdictions, C-TRAN and Metro by the South/North Steering Group. It identifies (1) the South/North Light Rail Transit (LRT) terminus and alignment alternatives to be advanced into the Tier II Draft Environmental Impact Statement (DEIS) and (2) policies and actions related to other aspects of the South/North Project. As the alignment alternatives are narrowed, more detailed "Design Options" will remain under study and will be addressed in the *Detailed Definition of Alternatives Report*.

The Steering Group prepared this recommendation after receiving and considering independent recommendations from the South/North Project Management Group (PMG) (September 14, 1994) and the South/North Citizens Advisory Committee (CAC) (September 30, 1994). Next, the participating jurisdictions and agencies will review the Steering Group recommendation and adopt independent recommendations. Those recommendations will be forwarded to the C-TRAN Board and Metro Council for final adoption of the LRT alternatives to advance into the Tier II DEIS.

## 1.2 Background

Because of its size and complexity, the South/North Alternatives Analysis/Draft Environmental Impact Statement (AA/DEIS) process is being undertaken in two steps (called "Tiers"):

- Tier I focuses on evaluating modal alternatives (busways, river transit, commuter and light rail), alignment alternatives, design options and terminus alternatives in order to narrow the number of alternatives to be addressed in the DEIS.
- Tier II will focus on preparing a DEIS on the narrowed set of LRT alternatives, a No-Build alternative and a Transportation Systems Management (TSM) alternative. Tier II will conclude with the selection of the *Locally Preferred Alternative*.

Tier I started about one year ago with the initiation of the federally-mandated *Scoping* process. Based on analyses and public input provided during *Scoping*, the high capacity transit alternatives were narrowed to one mode -- light rail transit. *Scoping* also identified:

- Four south (Clackamas County) and five north (Clark County) *Terminus Alternatives* for the LRT.
- Two or more *Alignment Alternatives* for each of five defined segments of the LRT alignment.
- Detailed *Design Options* for several of the LRT alignment alternatives.

After *Scoping*, staff prepared technical analyses of the terminus and alignment alternatives. These analyses are documented in the *Tier I Technical Summary Report* and the *Tier I Briefing Document*. In addition, an extensive public involvement process on the alternatives and options was conducted. These data and public input serve as the basis for this draft recommendation.

This Steering Group *Tier I Final Recommendation*:

- Recommends a two-phase study approach for pursuing the proposed project.
- Identifies the Terminus and Alignment Alternatives which are proposed to advance into the Tier II Draft Environmental Impact Statement (DEIS).
- Identifies strategies regarding how to proceed with yet-to-be decided issues and/or refinements associated with the recommended alternatives.

This *Tier I Final Recommendation* of the South/North Steering Group will be forwarded to participating jurisdictions for their endorsement and to Metro Council and C-TRAN Board of Directors for approval. The product of the C-TRAN Board of Directors and Metro Council action will be the *Tier I Final Report*.

In addition to the *Tier I Final Report*, two other reports will be prepared before work starts on the DEIS:

- The *Conceptual Definition of Alternatives Report* will be based upon the actions of the C-TRAN Board of Directors and Metro Council and will provide a general description of the LRT alignment, termini and other project elements for information purposes, primarily for the Federal Transit Administration (FTA). It will also provide a general description of the No-Build and TSM alternatives.
- The *Detailed Definition of Alternatives Report* will specify the proposed LRT alignment, design, park-and-ride lot locations, station locations, maintenance facility and other project elements in detail and will serve as the basis for the DEIS. It will also provide a detailed description of the No-Build and Transportation Systems Management (TSM) alternatives.

Those elements of the LRT alternative that are not addressed in the *Tier I Final Recommendation* will be addressed in these reports.

### 1.3 Public Involvement

This recommendation follows a lengthy period and numerous opportunities for public review of the Tier I technical information and public comment on the Tier I alternatives. The public comment period began in July 1994 with notification of the availability of the draft *Tier I Technical Summary Report*, the draft *Briefing Document* and the draft *Tech Facts*. The public was also invited to attend one of four public open houses to present the Tier I alternatives and

technical information and to discuss the information and alternatives with project staff and participating agency representatives.

In August 1994 the *Briefing Document* and *Tech Facts* were revised to reflect new or corrected information and the public was asked to attend four meetings to allow the Steering Group to receive public comment on the Tier I technical information. Oral and written comments were received at the four meetings and additional written comments were received during the comment period which ran through to September 13, 1994. These oral and written comments have been compiled and summarized in a report titled *Narrowing the Options: Summary of Tier I Public Meetings and Comments*.

#### **1.4 Organization of Report**

This report is divided into four chapters:

- **Chapter 1: Introduction** defines the purpose and background of the report.
- **Chapter 2: Draft Recommendation** enumerates all recommendations regarding the Phase I and Phase II terminus alternatives and alignment alternatives.
- **Chapter 3 : Rationale for Terminus Recommendations** documents the reasons for the Steering Group's recommendations regarding the Phase I and Phase II terminus alternatives.
- **Chapter 4: Rationale for Alignment Recommendations** documents the reasons for the Steering Group's recommendations regarding the alignment alternatives.





## **2. STEERING GROUP RECOMMENDATIONS**

### **2.1 Project Phasing**

1. The South/ North Steering Group recommends that the South/North Project be pursued in two study phases:
  - [a] Phase I would consider a project which best meets the evaluation criteria established for Tier I and is also constrained by current estimates of potential funding. Work on the Draft Environmental Impact Statement for the Phase I alternative would begin immediately.
  - [b] Phase II would consider a future extension of the South/North LRT to the potential end-points in Clackamas and Clark Counties, if LRT is selected as the locally preferred alternative in Phase I. The DEIS and funding plan for the Phase II LRT extension would be prepared upon completion of the Final EIS for Phase I.
2. In compliance with FTA requirements, Minimum Operable Segment(s) will be identified in each DEIS. Construction of a Phase may occur in Minimum Operable Segment(s) to accommodate funding schedules and/or availability.

### **2.2 South Terminus**

#### **2.2.1 Phase I South Terminus**

1. The *Clackamas Town Center* area is recommended to be the Phase I South Terminus of the S/N LRT Alternative in the Draft Environmental Impact Statement (DEIS).
2. The specific location of the Phase I terminus within the Clackamas Town Center area and the associated alignment, station locations and park-and-ride location within the area need further analysis. Accordingly, staff should:
  - [a] Establish a special study area in the Clackamas Town Center area which extends east to Sunnyside and south to Highway 224.
  - [b] Evaluate specific "eastward-oriented" (e.g. heading toward Kaiser Hospital) and "southward-oriented" (e.g. heading toward Oregon City) Phase I terminus and alignment options within the Town Center study area.
  - [c] Ensure that appropriate park-and-ride access and capacity be provided at the Phase I terminus.
  - [d] Recommend a refined Phase I terminus and alignment within the Clackamas Town Center area in the *Detailed Definition of Alternatives Report*.

3. Clackamas County should review revised land use plans for the Clackamas Town Center area to ensure a more pedestrian and transit friendly land use pattern which supports the Town Center area's designation as a Regional Center in the draft 2040 Plan and as the Phase I South Terminus of the South/North LRT alternative.

### **2.2.2 Phase II South Terminus**

1. Metro should incorporate policies in the Regional Transportation Plan (RTP) and Regional Framework Plan which call for a Phase II extension of the South/North LRT Alternative to *Oregon City*.
2. In conjunction with the analysis described in Section 2.2.1.2(b), staff should evaluate alignment alternatives for the Phase II extension to Oregon City and establish a preferred Phase II alignment for inclusion in the RTP and Regional Framework Plan. Work on selecting a preferred Phase II alignment would begin upon completion of the Phase I *Detailed Definition of Alternatives Report*. The Portland Traction (PTC) right-of-way would not be considered as a Phase II alignment.
3. Local jurisdictions along the proposed Phase II alignment should consider revisions to their land use plans which encourage transit supportive land uses along the Phase II alignment. Such revisions would be outlined in the Phase II DEIS as "committed actions" and could greatly facilitate Federal Transit Administration (FTA) approval of a Phase II extension. Such actions would also be reflected in the Phase II land-use analysis and ridership forecasts.
4. The Cove development currently being pursued by Oregon City through its urban renewal plan is regionally significant in terms of (i) the alignment choice and future feasibility of the Phase II LRT extension to Oregon City and (ii) regional objectives encouraging Transit Oriented Districts (TODs). Accordingly, Metro and Oregon City should pursue the following course of action:
  - [a] The alignment and policies regarding the Phase II extension of the South/ North LRT being prepared by Metro and the site plan and land uses for the Cove development being prepared by Oregon City should be integrated.
  - [b] The site plan for the Cove development should preserve right-of-way for the Phase II extension of South/North LRT.
  - [c] Plans for feeder bus service for the Phase I LRT alternative should provide service to the Cove development in a manner which supports a transit supportive land use pattern during the interim period.
  - [d] Based on the resulting RTP and Regional Framework Plan, funding for improvements which are needed to support a transit oriented development within the Cove area and/or are needed to preserve the right-of-way for the proposed Phase II LRT extension through

the Cove development shall be a priority for the allocation of regional TOD or other appropriate funds.

5. If LRT is extended along I-205 to Oregon City and if a development proposal and plan for the 80-acre Seventh-Day Adventist (SDA) property in Gladstone is prepared and moves toward implementation, an approach similar to that described above in Section 2.2.2(4) for the Cove development would be undertaken for the SDA property by Metro, the City of Gladstone and Clackamas County.
6. Tri-Met should plan for high-quality feeder bus service between Oregon City and the Phase I LRT transit centers to help develop transit and land use patterns which facilitate a future Phase II extension of the South/North LRT.

## **2.3 North Terminus**

### **2.3.1 Phase I North Terminus**

1. The *99th Street* area is recommended to be the Phase I North Terminus for the South/North LRT Alternative in the DEIS.
2. The specific station and park-and-ride lot locations within the 78th Street to the 99th Street area need further analysis to determine how best to accommodate park-and-ride demand. Accordingly, staff should:
  - [a] Establish a special study area between 78th Street and 99th Street area.
  - [b] Evaluate park-and-ride lot opportunities and the land use and transportation impacts associated between 78th Street and the 99th Street area.
  - [c] Recommend a refined station and park-and-ride lot locations within the special study area in the *Detailed Definition of Alternatives Report*.

### **2.3.2 Phase II North Terminus**

1. Metro and RTC should incorporate policies in their respective Regional Transportation Plans (RTPs) and Clark County and the City of Vancouver should incorporate policies in their Growth Management Plans that call for a proposed Phase II extension of the South/North LRT Alternative to the *134th Street/WSU area*.
2. Clark County, RTC, the City of Vancouver and C-TRAN staff should review land use plans for the proposed Phase II LRT terminus area to ensure transit supportive land use patterns are integrated with the proposed Phase II terminus and alignment alternatives. The resulting actions would be outlined in the Phase II DEIS as "committed actions" and could greatly

facilitate FTA approval of a Phase II extension. Such actions would also be reflected in the Phase II land-use analysis and ridership forecasts.

3. The planned activity center and Washington State University (WSU) campus development in the vicinity of 134th Street and I-5 are critical to the future feasibility of the Phase II LRT extension to the 134th Street/WSU area. Accordingly, Clark County, RTC, the City of Vancouver and C-TRAN staff should work with WSU officials and other developers in the area to ensure transit supportive land uses are developed in and around the proposed Phase II LRT terminus area and that required right-of-way is preserved.
4. C-TRAN should plan for provision of high-quality feeder bus service between the 134th Street/WSU area (in particular, the WSU campus) and the 99th Street area (the Phase I north terminus) to help develop transit and land use patterns which facilitate a future Phase II extension of the South/North LRT.

#### **2.4 Portland CBD to Milwaukie/South Willamette River Crossing Alignment Alternative**

1. The *Ross Island Bridge Crossing Alternative* and *McLoughlin Boulevard Alignment Alternative* are recommended to be the alignment alternatives in the Portland CBD to Milwaukie/South Willamette River Crossing segment for the purpose of preparing the DEIS.
2. The Caruthers area crossing will be evaluated further in order to determine whether it should also be included in the *Detailed Definition of Alternatives Report* and developed further in the DEIS.
3. The location of the Ross Island area river crossing, bridgeheads and stations in this segment need further analysis to determine how to serve as much of the North Macadam redevelopment area and S.E. residential areas as possible. Further, if a Caruthers area crossing is selected to advance into the DEIS then its design needs to be refined and included within the *Detailed Definition of Alternatives Report*. Accordingly, staff should:
  - [a] Establish special study areas on the east and west banks of the Willamette River which are generally bounded by the Ross Island Bridge and S.W. Gibbs Street in the north and Bancroft Street and Holgate Boulevard in the south.
  - [b] Evaluate alternate bridge locations, alignment options and station location(s) within these study areas which provide for optimal light rail coverage to S.E. Portland neighborhoods and the North Macadam Area.
  - [c] Recommend a refined location for the Ross Island area LRT bridge, associated alignment and stations in the *Detailed Definition of Alternatives Report* based on an assessment of development opportunities, costs, environmental considerations and engineering constraints.

- [d] Evaluate alternate bridge designs, alignment options and station locations for a Caruthers area crossing and recommend a refined bridge, alignment and station location design for inclusion within the *Detailed Definition of Alternatives Report* if a Caruthers area crossing is selected for advancement into the DEIS.
- [e] Work with interested parties to develop and evaluate the design options described above.
- [f] To continue to undertake planning and engineering work for the LRT alignment alternatives that allows for an Eastside transit connection.

## 2.5 Portland CBD Alignment Alternative

1. The Surface LRT Alternative on 5th and 6th Avenues within the Portland CBD are recommended to be developed in detail for further study within the Tier II DEIS.
2. Because of the critical function that the Portland CBD segment plays in the South/North Corridor, the study of the 5th/6th Avenue Surface Alignment is based upon the following principles:
  - [a] To accommodate bus, light rail, general purpose automobile and pedestrian travel on the 5th/6th Avenue Transit Mall.
  - [b] To develop for further evaluation Surface LRT Transit Mall design options that accommodate those modes of travel using both a three-lane and a four-lane configuration. The designs will address sidewalk widths, street trees and other amenities which are critical to a pedestrian friendly environment.
  - [c] To retain automobile access on essential blocks that directly serve the Hilton Hotel, parking garages that enter and/or exit onto the Transit Mall and other important locations as determined through a collaborative process with interested downtown parties.
  - [d] To establish the light rail station locations that will optimize both light rail access and automobile access on the Transit Mall. In general, those locations will be (1) near the PSU campus; (2) near City Hall; (3) near Pioneer Square; (4) south of Burnside; and (5) one or two stations to serve the Old Town, Union Station and north River District areas.
  - [e] To work with the Downtown Portland community in developing the Surface LRT Transit Mall options for further study and in selecting the locally preferred alternative.
  - [f] To develop the refined surface alternative(s) that address these principles for inclusion in the adoption of the *Detailed Definition of Alternatives Report*, and that if at that time it is concluded that a 5th/6th Street Surface Alignment cannot be developed that addresses those principles, other alternatives would be developed for further study within the Draft Environmental Impact Statement.

## **2.6 Portland CBD to Vancouver CBD Alignment Alternative**

1. The Steering Group has found that, while the existing technical data and public comment has been valuable in understanding tradeoffs between the Interstate Avenue and I-5 alignments, additional information and discussions are needed to produce a clear basis for a recommendation in the preferred alignment between the Portland and Vancouver CBDs. Therefore, the Steering Group recommends that:
  - [a] Project staff conclude discussions on the relative land use impacts of the alignment alternatives and their ability to meet community objectives; and,
  - [b] Project staff conclude more detailed analysis of traffic and pedestrian movement impacts of the alignment alternatives.
2. Further, the Steering Group has found that an analysis of modified alternatives which merge the I-5 alignment with portions of the Interstate Avenue alignment north of Skidmore Street should be undertaken to determine if a modified I-5 alignment can achieve the land use and neighborhood benefits associated with the Interstate alignment at a lower cost. Therefore, the Steering Group recommends that staff should:
  - [a] Establish a special study area bounded by Skidmore Street and the Columbia Slough.
  - [b] Identify and evaluate modified I-5 alignment alternatives which (i) merge segments of the I-5 alignment with segments of the Interstate Avenue alignment within the special study area and/or (ii) more centrally serve the Kenton neighborhood.
  - [c] Address issues regarding the location of the Columbia Slough crossing.
3. Finally, the Steering Group recommends that the region plan to determine the preferred alignment between the Portland and Vancouver CBDs by the time the *Detailed Definition of Alternatives Report* is finalized using the following: (i.) existing technical information and public comment; (ii) new technical information and discussions described in section 2.6.2 (a) and (b); and, (iii) the analysis of modified alignment alternatives described in section 2.6.3.

## **2.7 Vancouver CBD to 134th Street/WSU Area Alignment Alternative**

1. The *I-5 East Alignment Alternative* is the recommended alignment alternative in the segment from Vancouver CBD to the vicinity of 99th Street for the purpose of preparing the DEIS.
2. The *I-5 East Alignment Alternative* is also the recommended alignment between the vicinity of 99th Street and 134th Street/WSU area for inclusion in the RTP and Growth Management Plan policies regarding the Phase II extension of the South/North LRT.

3. Prior to finalizing the *Detailed Definition of Alternatives Report*, project staff will conduct a study of station areas in the Hazel Dell area to determine the best east/west cross-street locations for stations, pedestrian connections and park-and-ride lots and to determine the best location for those stations between I-5 and Highway 99. Following conclusion of the DEIS based upon those station locations, further study and refinement of the station locations may be required to meet transportation, transit service and development/redevelopment objectives.

## **2.8 Design Options**

1. Within the alignment alternatives recommended above, the following more detailed "Design Options" remain under study and will be addressed in the *Detailed Definition of Alternatives Report*:
  - [a] The alignment through the Vancouver CBD.
  - [b] The Columbia River Crossing (high bridge, lift span bridge or tunnel).
  - [c] The alignment between the Steel Bridge, Emanuel Hospital and the Kaiser Medical Center.
  - [d] The alignment through Milwaukie.
  - [e] The alignment between Milwaukie and the Clackamas Town Center.
  - [f] The locations of park-and-ride lots, transit centers, stations and maintenance facilities.
  - [g] Downtown Portland alignment details.
  - [h] Other design options as required.





### 3: RATIONALE FOR TERMINUS RECOMMENDATIONS

The following conclusions and supporting information summarize the basis for the Steering Group's recommendations regarding the terminus alternatives.

#### 3.1 Rationale for the Two-Phase Implementation

- *Ultimately, a South/North LRT line which serves Oregon City, Clackamas Town Center and the 134th Street/WSU area in Clark County would maximize the benefits of the LRT alternative.*

The eastern portion of urban Clackamas County provides a unique opportunity to develop transit-oriented land uses in support of LRT. Within this area, there are three major development nodes -- Milwaukie, Oregon City and the Clackamas Town Center vicinity (CTC). At the beginning of Tier I, the "terminus issue" was framed as selecting one of these three nodes as the "South Terminus" of the S/N LRT.

Based on the analyses and public comment received during Tier I, it became evident that the desired end-result is to provide light rail service to Milwaukie, CTC and Oregon City. Such a system would maximize the ridership and land use benefits of the light rail line.

A similar but slightly different situation exists in Clark County. As Tier I began, the issue was whether the South/North line should terminate along I-5 or in the vicinity of the Vancouver Mall. However, staff found that transit travel patterns in the Vancouver Mall area are oriented more towards transit service in the I-205 corridor than towards a South/North LRT line. As a result, the issue of choosing a north terminus for the South/North LRT alternative focused on selecting between the terminus alternatives in the I-5 corridor.

The higher costs associated with a 179th Street terminus outweigh its added benefits. As a result, the 179th Street terminus can not be justified as the Phase II terminus. Instead, 134th Street/WSU area is recommended. The combination of (i) the Growth Management Plan establishing the 134th Street area as an activity center and (ii) Washington State University developing a campus in this area, establishes 134th Street/WSU area as a major LRT opportunity.

- *The amount of capital funds potentially available at this time are insufficient to construct a light rail line serving Oregon City, Clackamas Town Center, Milwaukie, Portland, Vancouver and 134th Street/WSU area.*

The estimated maximum amount of capital funds available for a first phase of construction is \$2.85 billion. This estimate assumes that 50% of the cost would be funded by a federal LRT construction grant. Based on recent LRT federal funding trends, a maximum federal contribution of about \$1.4 billion can potentially be achieved over two federal authorization

cycles. It also appears that about \$1.4 billion is a practical limit on the amount of LRT capital funds which can be locally assembled.

Based on Tier I engineering and costing studies, the least expensive options for a LRT line between Oregon City, the CTC area and 134th Street/WSU area would cost approximately \$3.55 billion in inflated dollars -- \$700 million more than that which is achievable in Phase I.

- *The phased approach maximizes the likelihood of realizing a South/North LRT project which would ultimately serve the proposed termini.*

The basic criteria for securing FTA approval for federal funds are: (i) evidence that sufficient development exists to support the project, (ii) cost-effectiveness and (iii) evidence that sufficient funds are committed to build the project. A project between 134th Street/WSU area and Oregon City would currently perform poorly with respect to the first two criteria. More importantly, it would not be possible to demonstrate sufficient committed funds. As a result, if the proposed LRT alternative project and extensions were pursued now, it would put the entire project in jeopardy.

The phased approach avoids these problems. A Phase I project between the 99th Street area and the CTC area would exhibit better levels of existing development and cost-effectiveness than a longer project. Furthermore, the proposed funding plan, if successfully implemented, would demonstrate the level of commitment sought by FTA. And finally, a phased approach would allow for adoption of land-use plans and implementing ordinances, which are more transit-supportive and would therefore exhibit higher ridership and better cost-effectiveness.

### **3.2 Rationale for Phase I Termini**

A Clackamas Town Center area to 99th Street area LRT Alternative best meets the Tier I evaluation criteria within the financial threshold as described below.

- *An LRT line with termini in the vicinity of the Milwaukie CBD and 39th Street in Vancouver would barely penetrate into Clackamas or Clark Counties, providing insufficient coverage to accomplish land use or transportation objectives.*

To best achieve the land use and transportation objectives established for the project, the South/North LRT alternative should serve regional and intra-county trips in both Clark and Clackamas counties. The Milwaukie CBD and 39th Street terminus alternatives do not accommodate intra-county trips. Furthermore, there are significant opportunities for encouraging transit-oriented land uses not far beyond these termini. These transit-oriented land use opportunities are worthy of consideration within the DEIS process. The Milwaukie CBD to 39th Street termini does not provide the occasion to consider such land use opportunities.

- *The Clackamas Town Center area terminus alternative exhibits lower costs, greater cost-effectiveness and greater consistency with existing regional policy than the Oregon City terminus alternatives.*

The CTC area terminus alternative is approximately \$140 - \$560 million (in Year of Expenditure (YOE) dollars) less expensive to construct than an Oregon City terminus alternative. In addition, the CTC area terminus alternative is estimated to cost \$1 - \$2.6 million per year less to operate than an Oregon City terminus. As a result, the Tier I measure of cost-effectiveness for the CTC area terminus is 1% - 12% better than that for an Oregon City terminus.

Metro's Regional Transportation Plan (RTP) has identified a light rail line to CTC as the region's next LRT priority after the Hillsboro extension. The transportation and land use benefits associated with Oregon City are not sufficient to modify this long-standing policy.

- *The 99th Street area north terminus alternative is consistent with Growth Management Plan objectives and exhibits lower costs and greater cost-effectiveness than the 134th Street/WSU area, 179th Street and Vancouver Mall terminus alternatives.*

Both the 99th Street area terminus and the 134th Street/WSU area terminus are consistent with and would support the proposed Growth Management Plan objectives for Clark County, the City of Vancouver, C-TRAN, RTC and WSDOT.

The 99th Street area terminus is approximately \$105 million (in YOE dollars) less expensive to construct and \$0.9 million per year less expensive to operate than the 134th Street/WSU area terminus. As a result, the Tier I measure of cost-effectiveness for the 99th Street terminus is 2% better than that for the 134th Street/WSU area terminus.

The 99th Street area terminus is approximately \$202 million (in YOE dollars) less expensive to construct than the Vancouver Mall terminus alternative (which includes the Orchards extension). In addition, the 99th Street area terminus alternative is estimated to cost \$1.6 million per year less to operate than a Vancouver Mall terminus. As a result, the Tier I measure of cost-effectiveness for the 99th Street area terminus is 5% better than that for a Vancouver Mall terminus.

The 99th Street area terminus is approximately \$236 million (in YOE dollars) less expensive to construct and \$1.8 million per year less expensive to operate than the 179th Street terminus. As a result, the Tier I measure of cost-effectiveness for the 99th Street area terminus is 5% better than that for the 179th Street terminus.

### **3.3 Rationale for the Recommended Implementation Strategy**

- *Questions remain as to whether the Phase I south terminus should head eastward (e.g. toward Kaiser Hospital) or southward (e.g. toward Oregon City).*

While it is recommended that Oregon City be the Phase II terminus, there is not yet a preferred Phase II alignment alternative. Two options exist: one would extend from the Phase I terminus in the CTC area to Oregon City via I-205 and one would extend from the Milwaukie CBD to Oregon City via McLoughlin Boulevard (creating a two-branch system in Clackamas County). The PTC alignment in this segment, south of Milwaukie and west of McLoughlin Boulevard, would no longer be considered. The determination of the preferred alignment to Oregon City will effect both the location and orientation of the Phase I terminus within the CTC area. The proposed action plan prescribes a process for making these determinations.

- *Questions remain as how best to accommodate park-and-ride demands in the vicinity of the 99th Street area.*

Because of the availability of a major interchange at I-5 and 99th Street and other travel demand and land use patterns and opportunities, the area of 99th Street has been identified as the proposed Phase I Northern Terminus. However, the 99th Street area may not provide the best opportunity to accommodate park-and-ride demand. As a result, further analysis will be conducted to determine the best placement of stations and park-and-ride lots between 78th Street and the 99th Street vicinity.

- *Local and regional government commitments towards densification and transit-oriented land use patterns along the proposed Phase II alignment could facilitate federal funding for the Phase II extension.*

Section 3010 of the Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA) establishes the criteria to be used by the Secretary of Transportation in making recommendations on LRT capital (Section 3) grants. Therein, the Secretary is required to "identify and consider transit supportive existing land use policies and future patterns and ... the degree to which the project ... promotes economic development" in allocating Section 3 funds. Because the existing development levels in the Oregon City and 134th Street areas are not as high as in areas surrounding competing projects in other regions, the strongest case for a Phase II extension may hinge on the densification and transit-oriented land use commitments called for in the proposed action plan.

## 4: RATIONALE FOR ALIGNMENT RECOMMENDATIONS

The following conclusions and supporting information summarize the basis for the Steering Group's recommendations regarding alignment alternatives.

### 4.1 Portland CBD to Milwaukie/South Willamette River Crossing Alignment Alternative

#### 4.1.1 Rationale for Alignment Recommendation

The *Ross Island Bridge Crossing* and *McLoughlin Boulevard Alignment Alternative* are the alignment alternatives in this segment recommended to be studied further within the Tier II DEIS and the *Caruthers Area Crossing* is recommended for further study within Tier I to determine whether it should also be advanced into the Tier II DEIS for the following reasons:

- *The Hawthorne Bridge River Crossing Alternative would exhibit substantial reliability and operations problems caused by numerous bridge openings and would not allow direct LRT access to Portland State University and South Downtown Portland.*

The frequency of openings associated with the Hawthorne Bridge is considered to be a significant disadvantage of this alternative. A bridge opening during the peak-hour would likely disrupt the train schedule for the entire peak-period. Effective travel times would increase and reliability would suffer. As a result, ridership would decline, operating costs would increase and the cost-effectiveness of the alternative would deteriorate over time. Further, an alignment using the Hawthorne Bridge would increase the distance between and LRT station and PSU, a major transit attraction, by approximately 7 blocks. In addition, other activity points in South Downtown Portland would not receive direct LRT access.

- *The Sellwood Bridge alternative would generally exhibit lower ridership, longer trip times, higher operating costs and a higher cost-effectiveness ratio and would not provide direct LRT access to several S.E. Portland neighborhoods and bus routes.*

The additional length of the Sellwood Bridge alternative would increase transit travel times between the Portland CBD and locations within Clackamas County by up to five minutes more than other alternatives. In addition, the Sellwood Bridge alternative would have the lowest projected total transit ridership (189,800 to 474,000 per year fewer), the lowest LRT ridership (131,000 to 460,000 per year fewer) and the highest operating costs (\$690,000 to \$1,190,000 per year more), resulting in the highest cost effectiveness ratio of the South Willamette River crossing alternatives. Finally, the Sellwood Bridge alternative would not provide direct LRT access to several S.E. Portland neighborhoods and bus routes that would have LRT access with other river crossing alternatives.

- *While the Ross Island Bridge River Crossing Alternative generally exhibits the same costs and transportation benefits as the Caruthers Bridge alternative, the Project Management Group's recommendation to advance the Ross Island Bridge alternative into Tier II was based upon their judgement that a Ross Island crossing exhibits superior land use and development benefits.*

The Ross Island Bridge alternative would be approximately \$6 million (in inflated dollars) less expensive to construct and serve 160,000 less LRT riders per year than the Caruthers Bridge alternative. In combination, these cost and ridership factors are not considered decisive. The choice between these two alignment alternatives is effected by determining which are the most important areas to be served by light rail: (1) OMSI and its surrounding area available for Eastside development and redevelopment or (2) the North Macadam Development and Redevelopment Area. Because of its amount of vacant developable and redevelopable land, its proximity to downtown, its ability to support housing and the role that redevelopment of urban land can play in maintaining a compact urban area, the land use benefits of direct LRT access to the North Macadam Area were determined by the PMG to be greater than in the OMSI area. The Steering Group concurred with the PMG on the importance of serving the North Macadam Redevelopment Area and on the importance of serving established Southeast Portland neighborhoods and recommends that the Ross Island Bridge Alignment be forwarded into Tier II for further study within the DEIS.

- *The Citizens Advisory Committee recommended that the Caruthers Bridge alternative be advanced into the DEIS for further study.*

The Citizens Advisory Committee recommended that the Caruthers Bridge alternative be advanced into the DEIS for further study generally because it felt that the Caruthers Bridge alternative would provide better service to OMSI, the surrounding redevelopment area and the established S.E. Portland neighborhoods in that area. The Steering Group concurred that the Caruthers Bridge alternative warrants further study and recommended that prior to the adoption of the *Detailed Definition of Alternatives Report* there be a determination of whether the differences between the Ross Island Bridge and the Caruthers Bridge alternatives warrants inclusion of the Caruthers Bridge alternative within the Tier II DEIS.

- *There is a desire to try to serve both the North Macadam area and the southeast Portland area with LRT, expressed both by the PMG and more strongly by the Citizens Advisory Committee.*

The Tier I analysis assumed that the new LRT bridge would be located south of and adjacent to the existing Ross Island Bridge. A Ross Island crossing close to the existing Ross Island Bridge would provide the highest level of LRT access to the northern parcels of the redevelopable land with less direct access to parcels further south in the district. A crossing further south and closer to Bancroft Street would provide more centralized access to the redevelopable land. On the eastside there is also a desire to provide LRT station access to eastside residential and development areas. A crossing near the existing Ross Island Bridge may provide the best opportunity for a potential station to serve that area, while a crossing

further South may be limited to station access near Holgate Boulevard. As a result of these trade-offs, the recommended action plan proposes further analysis of the location of the river crossing, bridgehead and stations in the North Macadam Area on the westbank and north of Holgate on the eastbank to determine the best opportunities for serving established neighborhoods and development opportunities on both sides of the river.

- *The McLoughlin Boulevard alignment Alternative exhibits less cost, greater ridership, higher cost effectiveness and less environmental impact than the Portland Traction (PTC) alternative.*

Within this segment, the McLoughlin alignment alternative is approximately \$21 million (in inflated dollars) less expensive to construct and \$560,000 per year less expensive to operate than the PTC alternative. (In addition, the McLoughlin alternative serves almost 1.5 million annual LRT riders more than the PTC alternative. As a result, the Tier I measure of cost-effectiveness for the McLoughlin alignment is 7% better than that for the PTC alternative. Furthermore, the PTC alignment would traverse Oaks Bottom--a very sensitive wetlands and wildlife area.

#### **4.1.2 Rationale for the Recommended Implementation Strategy**

- *Questions remain as to the precise location of the bridge crossing.*

Further research is needed on three key issues before the bridge location(s) to be brought into the DEIS can be finalized. First, more research is needed on the site plans for development in the areas. Secondly, the environmental impacts of the bridge crossing on the river eco-system and wildlife habitat and visual resources need to be better understood. Third, the opportunities and constraints for station locations and the effect that those locations would have in optimizing LRT access to established residential areas and connections to local transit service.

### **4.2 Portland CBD Alignment Alternative**

#### **4.2.1 Rationale for Alignment Recommendation**

The *5th/6th Avenue Surface Alignment Alternative* is the recommended alignment alternative in this segment for the following reasons:

- *The 5th/6th Avenue Surface Alignment Alternative is most consistent with the Downtown Plan*

The Downtown Plan calls for the region's highest density commercial uses along the 5th/6th Avenue spine. Alignment alternatives, whether they be surface or subway, employing other streets places transit further away from these densities and, as a result, fail to maximize the

quality of the service. The Downtown Plan also calls for an active pedestrian environment at street level. This is the basic policy implicit in many aspects of the development requirements for downtown -- for example, the requirement for first-floor retail in parking garages. A surface alignment best provides for such a pedestrian environment.

- *The 5th/6th Avenue Surface Alignment Alternative exhibits lower capital costs and operating costs than the Subway alternative.*

The 5th/6th Avenue Surface Alignment would be \$242 - \$296 million (in inflated dollars) less expensive to construct and \$1.8 million per year less expensive to operate than the Subway Alternative.

- *Despite its lower ridership, the 5th/6th Avenue Surface Alignment Alternative is more cost-effective than the Subway alternative.*

Overall weekday corridor ridership would be 2,100 greater with the Subway Alternative. Nonetheless, these ridership benefits are outstripped by the higher capital and operating costs of the Subway Alternative. As a result, the 5th/6th Avenue Surface Alignment Alternative is more cost-effective.

#### **4.2.2 Rationale for the Recommended Implementation Strategy**

- *Additional information on the Surface Alignment is needed to determine the design options to be evaluated in the DEIS.*

Recently, concept plans for the *Surface Alignment Alternative* were circulated for preliminary comment. These plans include two design options which would accommodate LRT, bus, auto and pedestrian circulation on the Transit Mall. One design option would have a three-lane configuration and may require the platooning of certain buses while the other would have a four-lane configuration and may require narrowing some sidewalks.

Other design options are also being looked at and developed both for the central mall south of Burnside and for the mall north of Burnside. Further analysis and discussion with the public, businesses and various agencies need to be conducted before these designs can be finalized. This additional work will refine station locations (within the general locations specified in the recommendation) and the location of auto circulation and access (hotel and parking garage accesses will be retained, the location of other auto lanes depends on the refined designs). Because of the sensitivity and complexity of these issues, special efforts will be made to involve the downtown Portland community.



### **4.3 Portland CBD to Vancouver CBD Alignment Alternative**

The Steering Group has yet to form its recommendation on the alignment alternative(s) in this segment for the following reasons:

- *While the Interstate Avenue alignment alternative costs more than the I-5 alternative, further analysis is needed to determine if the land use and development benefits of the Interstate alignment outweigh its additional cost.*

The I-5 alignment alternative in this segment is approximately \$114 million (in inflated dollars) less expensive to construct, \$120,000 per year less expensive to operate and serves 460,000 more LRT riders per year than the Interstate Avenue alternative. However, the relative land use and development benefits are of critical importance and therefore merit additional consideration before a draft recommendation is proposed.

- *Further analysis is needed to identify and evaluate modified alternatives which merge the I-5 alignment with portions of the Interstate alignment.*

In Tier I, it was assumed that the I-5 alignment would parallel the freeway. As a result, the I-5 alignment would serve the Kenton neighborhood with a station location on the fringe of the neighborhood. There is a desire to determine if the I-5 alignment can be merged with the Interstate alignment at a location between Skidmore Street and Columbia Boulevard to achieve the benefits associated with the Interstate alignment at a reduced cost -- in particular more centrally located service within Kenton.

- *Further public input is needed to determine community preferences.*

### **4.4 Vancouver CBD to 134th/WSU Area Alignment Alternative**

#### **4.4.1 Rationale for Alignment Alternative**

The I-5 East Alignment Alternative is the recommended alignment alternative in this segment for the following reason:

- *The I-5 East Alignment Alternative is consistent with Growth Management Plans, exhibits less cost, greater ridership and higher cost effectiveness than the Highway 99 alternative.*

The I-5 East Alignment Alternative is consistent with the Growth Management Plans for the Hazell Dell area prepared by Clark County, the City of Vancouver, C-TRAN, RTC and WSDOT. The LRT running alignment between stations is best located next to I-5 because it will avoid the traffic pattern disruption and local impacts associated with the Highway 99 alignment. However, the optimal locations for stations, pedestrian connections and park-and-ride lots between Highway 99 and east of I-5 need to be studied further within the 99th Street

area special study to maximize the transportation and land use benefits in the proximity of Highway 99.

In addition, the I-5 alignment alternative is approximately \$167 million (in inflated dollars) less expensive to construct between 39th and 134th Streets than the Highway 99 alternative. In addition, the I-5 alignment alternative is estimated to cost \$190,000 per year less to operate than the Highway 99 alternative. Furthermore, the I-5 alternative serves 400,000 annual LRT riders more than the Highway 99 alternative. As a result, the Tier I measure of cost-effectiveness for the I-5 alignment is 11% better than that for the Highway 99 alternative.

#### **4.4.2 Rationale for the Recommended Implementation Strategy**

- *Additional information on the segment between 88th Street and 99th Street is needed to determine the location of stations and park-and-ride lots to be included in the DEIS.*

The design studies and technical analyses conducted in Tier I included an alternative terminus in the vicinity of 88th Street. In finalizing the Tier I recommendations, it was determined that the area of 99th Street would be a more appropriate location for the terminus given its proximity to a major arterial and interchange with I-5. This recommendation creates additional opportunities for stations and park-and-rides which were not considered to date in Tier I. One of the objectives of the 99th Street area special study will be to determine more precisely where within the vicinity of 99th Street the terminus station should be located.

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## Winter meetings scheduled by citizens committee

The Citizens Advisory Committee (CAC) meets regularly on the second Thursday of each month (with exceptions as needed). The meetings are from 6 to 8:30 p.m. at the Oregon State Building, 800 NE Oregon St. at the corner of Northeast Seventh Avenue in Portland. Parking is available and the building is ADA accessible. Transit service includes MAX, bus 6 and bus 63. For transit details, call Tri-Met at 238-RIDE, option 2.

All meetings are open to the public. A comment period is provided at the beginning and end of each meeting.

### Upcoming South/North CAC meetings

- Tuesday, Nov. 15  
(features presentation by John Fregonese,  
Metro's growth management director)
- December staff briefing TBA
- Thursday, Jan. 12, location TBA
- Thursday, Feb. 9, location TBA

(Call (503) 797-1757 to confirm  
meeting times and locations.)

## Staff contacts on South/North Light Rail Corridor Study

Your input is important!

The Metro public involvement staff can answer your questions and provide information about the study, schedule a speaker at your place of employment or organization, or register your comments for the record. Please call us at the following numbers:

Gina Whitehill-Baziuk  
Public Involvement Management/Media  
Contact  
**(503) 797-1746**

Jeanna Cernazanu  
Northern portion of the South/North  
Corridor  
**(503) 797-1865**

Susan Shepherd  
Southern portion of the South/North  
Corridor  
**(503) 707-1872**

Marilyn Matteson  
To schedule a speaker or obtain information  
**(503) 797-1745**

For information in Clark County, call the  
C-TRAN Hotline,  
**(260) 750-TRIP.**

Individual jurisdictions have additional  
public involvement staff who can also  
provide information about local opportuni-  
ties for input. Please refer to related article  
inside for contact names and numbers.



Metro  
600 NE Grand Ave.  
Portland, OR 97232  
(503) 797-1750

South/North News

Regular Meeting  
12-1-94  
Handout #1  
R-9

# Local governments set to consider Tier I recommendations

The following jurisdictions are currently being scheduled to consider the South/North Tier I recommendations. The dates listed below are tentative and subject to change. Please call the contact person(s) to verify the meeting date.

**City of Gladstone** – Ron Partch: (503) 656-5225

- Nov. 8 – Gladstone City Council/action

**City of Milwaukie** – Diana Myrvang: (503) 652-4410

- Nov. 22 – Milwaukie Planning Commission hearing/action
- Dec. 6 – Milwaukie City Council meeting/action

**City of Oregon City** – Mary Palmer: (503) 657-0891

- Nov. 10 – Oregon City Planning Commission/City Council briefing
- Nov. 10 – Oregon City Planning Commission/action
- Nov. 16 – Oregon City Council hearing/action

**City of Portland** – Wendy Smith-Novick: (503) 823-7738

- Nov. 8 – Portland Planning Commission briefing
- Nov. 22 – Portland Planning Commission hearing/action
- Nov. 30 – Portland City Council hearing No. 1
- Dec. 7 – Portland City Council hearing No. 2/action

**City of Vancouver** – Darin Atteberry: (206) 696-8005

- Nov. 8 – Vancouver Planning Commission briefing
- Nov. 14 – Vancouver City Council meeting/action

**Clackamas County** – Shari Gilovich: (503) 655-8521

- Dec. 1 – Clackamas Co. Commission briefing/action

**Clark County** – Monica Welle: (206) 699-2375, Ext. 4883

- Nov. 15 – Clark County Commission meeting/action

**Multnomah County** – Ed Pickering: (503) 248-3636

- Nov. 22 – Multnomah County Commission briefing/action

**Joint Policy Advisory Committee on Transportation (JPACT)** – Marilyn Matteson: (503) 797-1745

- Dec. 8 – JPACT meeting/action

**Transportation Policy Alternatives Committee (TPAC)**

– Marilyn Matteson: (503) 797-1745

- Nov. 23 – TPAC meeting/action

**Tri-Met** – Ross Roberts: (503) 239-6723

- Nov. 23 – Tri-Met hearing/action

**Regional Transportation Council (RTC)**

– Bob Hart: (206) 737-6067

- Dec. 6 – RTC meeting/action

**C-TRAN/Joint Regional Policy Committee (JRPC)**

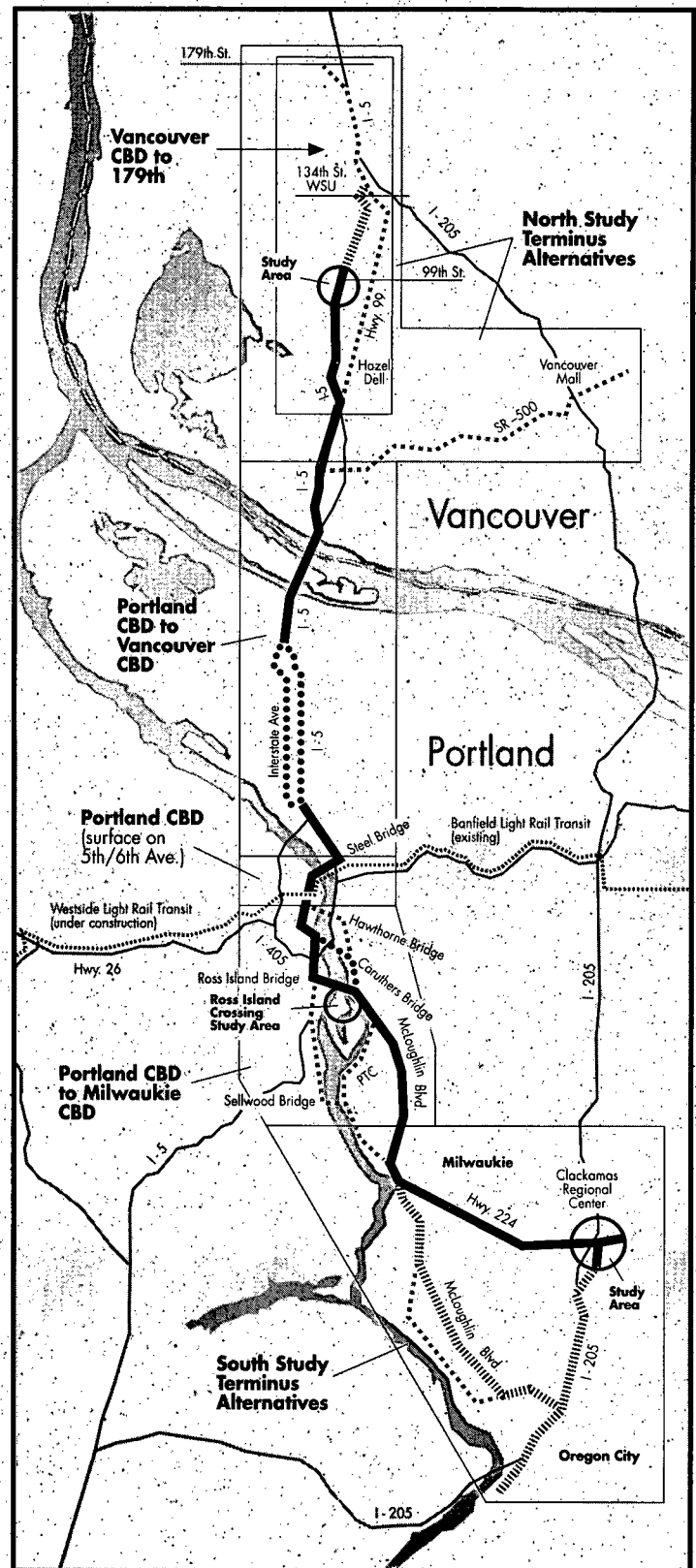
– Bob Hennessey: (206) 696-4494

- Dec. 13 – C-TRAN Board of Directors meeting/action

**Metro** – Marilyn Matteson: (503) 797-1745

- Nov. 17 – Metro Planning Committee introduction of resolution
- Dec. 1 – Metro Planning Committee meeting/discussion
- Dec. 15 – Metro Planning Committee meeting/action
- Dec. 22 – Metro Council hearing/action

## Steering Group final recommendation



- Recommended for immediate DEIS analysis
- ..... Recommendation pending further Tier I analysis and public comment
- ||||| Recommended to be studied later in Phase II
- Recommended to be removed from further study



The elected officials selected a 25-mile alignment running between the vicinity of the Clackamas Town Center through downtown Portland on the Transit Mall to the 99th Street area in Hazel Dell, north of Vancouver, Wash. Phase II would extend the line south to Oregon City and north to the vicinity of 134th Street and the new Washington State University branch campus.

Rod Monroe, chair of the Steering Group and a Metro councilor, said the Steering Group "selected a corridor that best meets the region's transportation and land-use objectives, and at the same time remains within the estimated budget."

### Steering Group recommendations:

- **End points** – The Steering Group agreed that the project be pursued in two phases. The first phase would consider a southern terminus in the Clackamas Town Center area and a northern terminus in the vicinity of 99th Street in Hazel Dell, Wash. The second phase would consider a southern extension to Oregon City and a northern extension to the 134th Street area near the Washington State University branch campus.

- **South Willamette River crossing** – The group recommended that a new light rail bridge crossing south of the existing Ross Island Bridge be studied further in the Draft Environmental Impact Statement (DEIS). The study area falls between the existing Ross Island Bridge in the north and Bancroft and Holgate Streets in the south. The group also recommended that further information should be obtained regarding a Caruthers area crossing south of the Marquam Bridge to determine whether it should also be included in the Detailed Definition of Alternatives Report and developed in the DEIS.

- **Portland to Milwaukie** – McLoughlin Boulevard was selected as the general route from the Willamette River to downtown Milwaukie. Two segments of the old Portland Traction Company railroad line west of McLoughlin in Oaks Bottom and Oak Grove were removed from further study.

- **Downtown Portland** – A surface route (instead of a subway) located on the Fifth/Sixth Avenue Transit Mall was the recommended option through downtown Portland. The route would accommodate buses, light rail, auto and pedestrian travel on the transit mall. Both three-lane and four-lane designs would be studied, as well as sidewalks, street trees and other pedestrian-friendly improvements. Generally, stations could be located near the PSU campus, Portland City Hall, Pioneer Square, south of Burnside and one or two stations to serve Old

Town, Union Station and the north River District. If a surface route cannot be developed to accommodate traffic and pedestrian issues, then other alternatives would be developed for further study in the Draft Environmental Impact Statement (DEIS).

- **Downtown Portland to Downtown Vancouver** – Concerning the choice between Interstate and the westside rim of the I-5 freeway, the Steering Group delayed a recommendation until land use issues, community objectives and pedestrian/traffic impacts are studied in more detail. The Steering Group also recommended that an alignment joining I-5 and Interstate Avenue be considered north of Skidmore Street. In addition, the committee recommended that the location of the Columbia Slough crossing and service to the Kenton neighborhood should be studied further.

- **North of Downtown Vancouver** – The group recommended an I-5 east alignment from downtown Vancouver to the vicinity of 99th Street. In studying station locations in the Hazel Dell area, staff will assess pedestrian connections and park-and-ride lots.

In making its recommendation, the Steering Group evaluated 10 months of public participation and comment from meetings held throughout the corridor. Public meetings were held by the Joint Policy Advisory Committee on Transportation, Metro, C-TRAN, Tri-Met and the South/North Citizens Advisory Committee, and local participating jurisdictions.

### South/North light rail impacts

The proposed alignment between Clackamas and Clark counties is estimated to provide almost 20 million trips per year. This would reduce auto air pollution by about 720 tons annually (by the year 2015) and relieve traffic congestion by keeping more cars off the roadways. Also, approximately 4,000 jobs would be created during the construction of the South/North MAX.

The estimated cost of building the 25-mile-long South/North MAX is approximately \$2.85 billion in year-of-expenditure dollars. The local Portland area share is \$475 million; the balance would be shared by the federal government, Clark County and the states of Oregon and Washington.

To receive the full text of the Steering Group Recommendations or a copy of the Summary of Tier I Public Meetings and Comments, call Jan Faraca at Metro, (503) 797-1757.

# Officials recommend light rail route



## South/North MAX comes one step closer

**B**y the year 2005, you might be riding a new MAX light rail train to work between Clackamas and Clark counties. You would begin your ride at a new transit center and park-and-ride near your home in the fast-growing Clackamas Town Center area. After boarding the low-floor train, you settle down to read while traveling through downtown Milwaukie and up McLoughlin Boulevard. Crossing the Willamette River, your train navigates the downtown Transit Mall and crosses the river again at the Steel Bridge. Traveling north, the train runs on either Interstate Avenue or the west rim of the I-5 freeway (or a combination of the two routes; no decision has yet been made). MAX crosses the Columbia River via either a bridge or tunnel and travels through downtown Vancouver to your destination in Hazel Dell, Wash.

**M**ajor recommendations are now being made on the routes and end points of the South/North Corridor Study, with all of the corridor's cities, counties, transit districts and two states involved. The study is moving toward a Tier I selection of light rail transit alignments in December 1994 by the C-TRAN Board of Directors and the Metro Council.

The selected alternatives will be studied further in Tier II in the Draft Environmental Impact Statement (DEIS). The alternatives include the light rail transit alignments with an associated bus network, and a no-build alternative with a moderate bus expansion program. Selection of a locally preferred alternative is scheduled for the summer of 1996.

### Steering Group recommends route

A major step in the Tier I process was taken in October 1994 by one of the key groups involved in the study: the 12 local elected and appointed officials who sit on the South/North Steering Group. Their recommendation was announced to the media and public on Oct. 6. Recommendations by staff and citizen committees were made in September.



## Visitors/Employment Per Year

*Regular Meeting  
12-1-94  
Handout #2  
R-9*

Ross Island Crossing	Caurthers Crossing
<b>1. North Macadam District</b> Households 2,019,180 <i>*(2,766 x 2 x 365)</i> Employment 2,410,720 <i>** (9,272 x 260)</i> Spaghetti Factory <u>500,000</u> (Visitors per yr.) <b>4,929,900</b>	<b>1. OMSI</b> (Visitors per yr.) <b>1,100,000</b>
<b>2. River Forum/Johns Landing</b> (Zone 948 & 947) Households 394,200 <i>*(540 x 2 x 365)</i> Employment <u>1,199,640</u> <i>** (4,614 x 260)</i> <b>1,593,840</b>	<b>2. PCC - Work Force Center</b> (8,000 students/wk x 52) <b>416,000</b>
<b>3. Corbett - Terwilliger and Lair Hill</b> (Zone 44, 47 & 48) Households 1,247,570 <i>*(1,709 x 2 x 365)</i> Employment <u>2,291,640</u> <i>** (8,814 x 260)</i> <b>3,539,210</b>	<b>3. Central Eastside</b> (Zone 789, 790 & 788) Households 743,140 <i>*(1,018 x 365)</i> Employment <u>1,673,568</u> <i>** (6,437 x 260)</i> <b>2,416,708</b>
<b>4. OHSU</b> (not including V.A. & Shriners) Employment <u>1,716,000</u> <i>** (6,600 x 260)</i>	<b>4. Abernathy &amp; Brooklyn</b> (Zone 789, 790 & 793) Households 1,030,030 <i>*(1,411 x 365)</i> Employment <u>15,242</u> <i>** (6,097 x 260)</i> <u><b>1,045,272</b></u>
Total trips per year <b>11,778,950</b>	Total trips per year <b>4,977,980</b>
<i>trips without OHSU</i> <b>10,062,950</b>	

## Transit Ridership

$11,778,950 \times 2.5 \times 10\% = 2,944,737$   
*(assumes 2.5 trips to and from/visitors)*  
*(assumed 10% ridership)*

$4,977,980 \times 2.5 \times 10\% = 1,244,495$   
*(assume 2.5 trips to and from/visitors)*  
*(Assumed 10% Ridership)*

\* Number of households x 2 (occupants) x 365 (days)

\*\* Number of employees x 260 (weekdays)



Date: 11/16/94

To: Bob Boileau, SERA Architects **METRO**

From: Randy Parker, Metro

Re: 2015 Landuse Assumptions

Below are the Tier I land use assumptions for the specific zones you requested. Please note all data is year 2015. If you have any further questions please contact me at 797-1767.

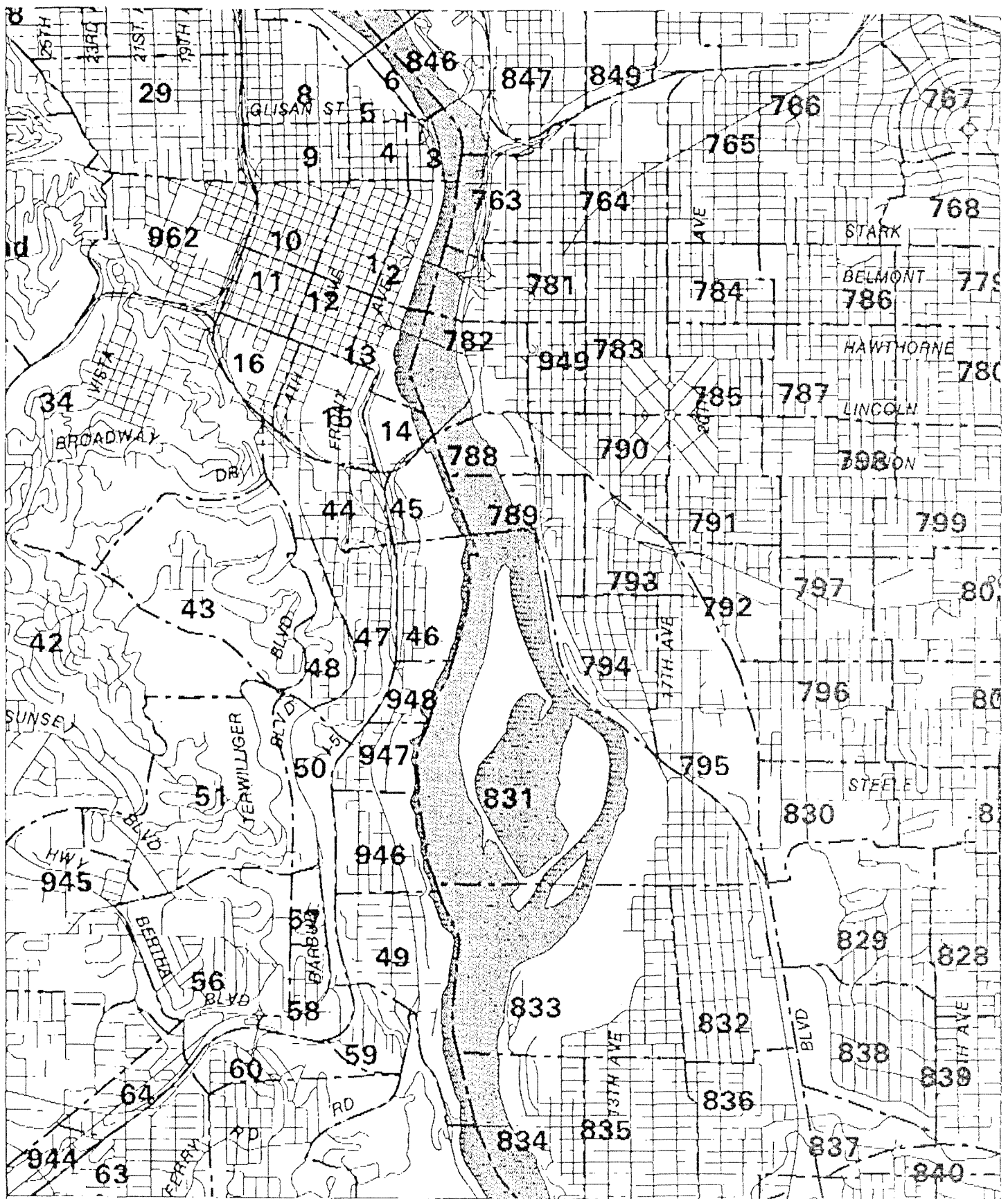
Zone	Households	Retail Emp.	Other Emp.	Total Emp.
13	73	662	5,756	6,418
14		207	4,081	4,288
15	1615	617	13,182	13,799
44	451	433	6,537	6,971
45	0 1,082	184 439	4,240 2,157	4,424 2,596
46	30 1,684	712 439	4,500 6,237	5,212 6,676
47	852	294	680	974
48	406	43	826	869
782	4	470	2,260	2,730
788	1	153	1,397	1,550
789	329	381	1,950	2,331
790	612	294	1,668	1,962
793	470	453	1,351	1,804
794	1,013	253	873	1,126
948	46	392	2,490	2,882
949	36	376	1781	2,157
497	494	284	1448	1,732

cc: John Cullerton, Dave Unsworth

Post-it\* Fax Note 7671

Date 11/16/94	# of pages 1
To Bob Boileau	From Randy Parker
Co./Dept. SERA	Co. METRO
Phone #	Phone # 797-1767
Fax # 228-6913	Fax # 797-1794





South/North Transit Corridor Study  
North Macadam/Riverplace Area

1260 Zone System



11/29/94

South/North Transit Corridor Study  
Household and Employment Data Zone 947

Households    Retail Employment    Other Employment    Total Employment

494

284

1448

1732

Post-It® Fax Note    7671

Date	11/29/94	# of pages	1
To	Bob B.	From	Quincy Parker
Co./Dept.	SERA	Co.	Metro
Phone #		Phone #	
Fax #	228-6913	Fax #	

Regular Meeting  
12-1-94  
Handout #1  
R-9

TESTIMONY REGARDING THE SOUTH/NORTH TRANSIT CORRIDOR STUDY

Jay Zidell, Zidell Resources, Inc.  
Ken Novack, Schnitzer Investment Corp.  
George "Bing" Sheldon, SERA Architects  
Bob Boileau, SERA Architects

PORTLAND CITY COUNCIL

November 30, 1994

We believe the alignment decision should be driven by meshing land-use planning decisions with transportation requirements. We support the use of transit infrastructure which maximizes development densities and best achieves City, regional and State objectives. Light rail is the key to unleashing that potential.

This region has a rare opportunity to combine regional light rail objectives with private development interest towards a common vision for a transit-oriented development.

*"The District (in the City) with the greatest potential for new residential development is the North Macadam corridor where presently over 100 acres have a strong potential for development over the next 20 years."*

-Central City Plan

**Concept Master Plan:**

A new, transit-oriented community is proposed for North Macadam that would include new medium and high density housing (including affordable housing) with mix retail, commercial and office development. Total ridership potential in North Macadam would be 2,750-3,500 households and 8,600-10,800 wage earning jobs.

**North Macadam:**

avg. total person trips per day 68,133 (develop by Metro 9/13/94)  
x 260 weekdays = 17,714,580 trips a year  
1.7 million riders on mass-transit (assumes 10% ridership)

**Spaghetti Factory:**

500,000 customers a year  
50,000 riders on mass-transit (assumes 10% ridership)

*"Today, South Waterfront/North Macadam is the logical extension of Portland's downtown, adding significantly to the City's commercial and residential expansion capacity. It can help the City reach its targets for increased housing and jobs density, while attracting businesses in target industry clusters designed to expand the economic base."*

-Portland Development Commission

**Private Investment: \$576-\$740 million**

This new community will provide 3-4 million square feet of commercial development and up to 3,500 units of high density residential development including open space and 1 mile of river front park (Willamette Greenway) that will link up Tom McCall to Willamette Park.

*"The city should provide needed infrastructure to support public and private transit-oriented development."*

**-The City of Portland Comprehensive Plan**

**Alignment Ranking:**

Of the southern alignments studied for the City of Portland Office of Transportation regarding light rail transit corridor development, the North Macadam Alignment is most compatible with transit corridor economic development strategy as compared with the McLoughlin Alignment and the PTC Alignment.

*"In terms of the four criteria applied in this study, and assuming no major changes in City land use policies, only the Macadam Alignment would be compatible with a transit corridor economic development strategy. As is evident in the matrices in Tables 5 and 6, the Macadam Alignment is clearly superior to the others based on the four study criteria."*

**-Light Rail Transit Corridor Development Feasibility Study, 1991**

**Leveraging Opportunities:**

Light rail creates the spine of a transit system. It incents capital investment and serves as a catalyst for changing and intensify land use. It should be located along a corridor where the highest density and diversity of uses is likely to occur.

Streetcar lines are the limbs of the transit system. They won't induce large investments of private changes in the land uses. But they will provide an effective transit link between North macadam and important destinations.

- OHSU
- OMSI
- Blazer Arena
- Convention Center
- Central Eastside

Other connections:

- Pedestrian connections (combined w/ CSO) to neighborhood

*"The primary function of light rail in the Growth Concept is to link regional centers and the Central City, where concentrations of housing and employment reach a level that can justify the cost of developing a fixed transit system."*

**-The Region 2040 Plan**

**THE ROSS ISLAND CROSSING**  
**GETTING THE MOST OUT OF LIGHT RAIL**

- Increase transit ridership
- Encourage the growth of transit oriented communities
- Meet the City's housing and job density goals
- Create new, transit friendly jobs
- Reduce auto congestion and improve air quality
- Contain the urban growth boundary
- Expands Willamette Greenway over one mile
- Connects Corbett Terwilliger to transit and the Willamette River

**AS SUBSTANTIATED IN THE ATTACHED**

LIGHT RAIL TRANSIT CORRIDOR DEVELOPMENT  
FEASIBILITY STUDY  
FOR THE PROPOSED  
MILWAUKIE AND VANCOUVER CORRIDORS  
with  
ADDENDUM ON ALTERNATIVE EAST-WEST SEGMENTS  
FOR VANCOUVER-WILLIAMS ALIGNMENTS

Prepared for  
CITY OF PORTLAND  
OFFICE OF TRANSPORTATION

By

KOMAR ASSOCIATES

In Association with

M.ABBOTT & ASSOCIATES

Main Report - January 1991  
Addendum - July 1991

**LIGHT RAIL TRANSIT CORRIDOR DEVELOPMENT  
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**MAIN REPORT — January 1991  
ADDENDUM — July 1991**

potential constraint, costing time and money, is the likelihood that some of the sites will require the removal of significant amounts of hazardous and toxic materials.

- **Community**—Opposition to new higher density development can be expected from the neighborhoods west of Macadam, despite the fact that most of the development would be east of Macadam, and that I-5 separates much of the neighborhood from the proposed project area.

For a discussion of the constraints along the rest of the Macadam alignment, see the PTC discussion above.

#### 4. Major Development Opportunities

- **McLoughlin**—There is substantial long-term potential for industrial and low density commercial development around the proposed OMSI station area, although this type of development is not particularly supportive of a LRT system. If the higher density zoning noted above were politically feasible, a significant development could be created at the Tacoma station. Unless the SP yards area were to become available for development, there are no other major development opportunities associated with this alignment, although over time, with appropriate zoning one could expect to see conversion to higher intensity uses between Milwaukie Avenue and Reedway.
- **PTC**—Other than at the OMSI site discussed above, there are no significant development opportunities along this alignment.
- **Macadam**—The long-term development opportunity posed by the N. Macadam (Moody and Gaines) area is one of the most significant and exciting in the Pacific Northwest. An opportunity exists to create a first class mid-rise urban waterfront project combining offices and residential uses, with support retail and abundant public areas. This opportunity is created by the amount of underutilized land available, the small number of major owners, proximity to the CBD, direct access to I-5 and a proposed LRT line, the proven track record of John's Landing, and of course, the City's excellent long-term economic prospects. Furthermore, there is substantial agreement between the public and private sectors about the development potential of the area. Both the City and the owners believe that a project comprised of several million square feet of office space plus over a million

square feet of other uses (much of it in housing south of the Ross Island Bridge), is conceivable. However, both recognize that additional transportation improvements must be identified and funded if the area is to be developed to its full potential. Currently proposed transportation improvements imply a development threshold well below what a reasonable implementation of existing City plans and zoning would permit, and what the owners envision for N. Macadam.

Additionally, there are scattered opportunities along the length of Macadam, which over time can be expected to continue to convert to a mix of residential and commercial uses similar to those which have been developed over the past 5-10 years.

With or without a LRT line there will be substantial new development along Macadam Boulevard. The area has become perceived as a sort of "suburban" office center. In fact, in some area real estate reports, office projects data from John's Landing are counted in the suburban totals along with projects in Beaverton, or Clackamas County. This is an important observation. As was noted earlier, suburban office absorption has exceeded Downtown three years running. The N. Macadam area could provide a means for the City to better combat this trend toward suburbanization of major office users, by providing a product that is competitive price-wise, but which offers greater amenities and convenience.

*Map 4 highlights the stations with significant development potential based on the above criteria.*

### B. Ridership Potential from Future Development

Given the immediately preceding discussion on development potential, it should come as no surprise that the potential for ridership from future development along the Macadam alignment is substantial, and far exceeds what could be expected from either of the other two alignments.

It is probable that between 3 and 5 million square feet of new development will occur along the Macadam alignment over the next 10-20 years between the Sellwood and Marquam bridges. Whether the total is closer to the upper or lower end of that range could depend on whether or not a LRT line is built. At least half of that amount, and possibly more, would be office development which could draw peak-period ridership from southerly destinations like Milwaukie, Tigard and Lake Oswego. New residential projects could also contribute peak period work trips to the CBD. Additional off peak ridership (for shopping and dining) could be expected from the both residential and office tenants.



On the McLoughlin alignment only the rezoning and redevelopment of a McLoughlin/SP station area and the Tacoma station area could be expected to produce substantial ridership from new development.

As regards the PTC alignment, there are no station areas which should be expected to generate substantial ridership from new development, including the OMSI project itself, which will generate mostly low volume, off-peak demand, which will probably be met largely by the automobile, bus and specialized links to CBD and Convention Center (trolley, water taxi, etc.).

### C. LRT Compatibility/Synergy

This criterion is used to evaluate in general terms, the relative synergy or compatibility between a LRT system and existing and potential development along the alignment. In other words,

- Are current and anticipated land uses supportive of LRT?
- Does LRT support and/or enhance the development potential of the alignment?

Regarding the Macadam alignment, the answers to these questions are clearly positive. City planning policies for both the existing Macadam district and the proposed N. Macadam district are very supportive of transit. Much of the existing development and nearly all of the anticipated new development is of a type and density which would support a LRT system. For example, an office buildout in the area of 2,000,000 square feet would represent an addition of about 20% to the central Portland office market, all of it easily accessible to the LRT. Furthermore, it is clear that the LRT could increase the tolerable development thresholds for the area, possibly by over a million square feet. This could reduce auto work trips to the area by several thousand per day.<sup>2</sup> It would also reduce the parking required to compete successfully for tenants, and thus reduce total development costs per rentable square feet of office.

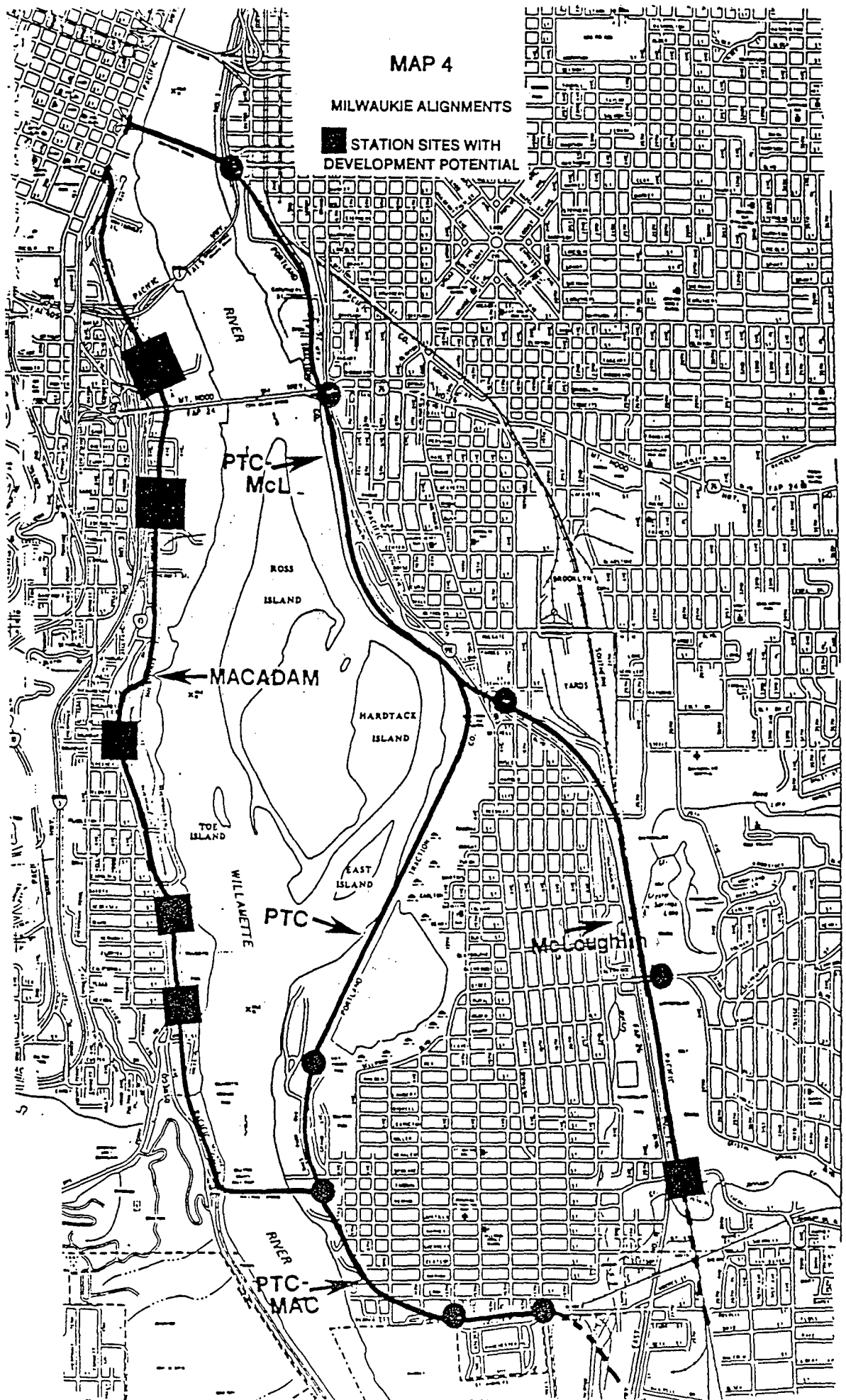
Current and anticipated land uses along the PTC and McLoughlin alignments are not particularly supportive of a LRT system. City land use policies preclude the development of transit supportive uses and densities at most station area along both alignments. The only existing high density residential use is the senior housing complex at the Bybee site. LRT would

<sup>2</sup> Source: Front Avenue Traffic Study, December 1988

# MAP 4

## MILWAUKIE ALIGNMENTS

■ STATION SITES WITH  
DEVELOPMENT POTENTIAL



only enhance the development potential of either alignment if major changes in land use policies were made.

#### **D. Value Capture Potential**

Of all the alignments in both the Vancouver and Milwaukie Corridors, only the Macadam alignment holds substantial potential for "value capture". This potential is attributable to several factors:

1. **The Magnitude of the Projected Development** At a total development cost for office space of \$100-\$125/square foot, 2.5 million square feet of offices would be valued at between \$250 and \$300 million. Residential apartments and condominiums might be valued at \$75,000—\$125,000 per unit; thus a range of 500-1000 units would imply an additional value of \$37.5—\$125 million. Plans also anticipate several hundred thousand square feet of retail and hotel uses, which could add another \$40—\$50 million. All told this is an "order of magnitude" number of \$400—\$600 million. Compare this figure with the current assessed value of property around the proposed Moody and Gaines station sites, which is on the order of \$50 million. Much value will be created, and the public investment in transit could help make it happen sooner and in a bigger way.
2. **The Recognition that a LRT System could Increase Development Potential** The geographic and topographic characteristics of the N. Macadam area create a situation where traffic congestion could seriously constrain development. The development thresholds implied by current plans to improve roadways in the area are well below what the owners and the City would like to see.
3. **The Existence of a Small, Organized Group of Property Owners Who Would Benefit** The creation of financing mechanisms such as special assessments, benefit assessment districts, local improvement districts must have the consent and support of the property owners being assessed. Garnering this support is easier if a small number of business owners is involved, as contrasted with a large number of home owners. It is also made easier by the low basis land cost of many of the owners.
4. **Public Ownership of Some Key Parcels** The City owns a 2.4-acre site at Moody and Hooker, as well as a parcel at 6835 Macadam, currently leased to a restaurant. ODOT

owns a 1.5 acre site at Nevada and Macadam. This creates the potential for joint development of such sites.

5. **The Anticipated Development Schedule** A variety of factors dictate that little if any of the anticipated commercial development will begin in less than three years, possibly up to five. These factors include:

- the need to construct transportation improvements (existing roads would limit total new development in the area to about 500,000 square feet), and fund those improvements equitably;
- the need, on several of the sites, to remove substantial amounts of toxic material before proceeding;
- market limitations; in other words not only will office development be slowed by the current economic downturn in US commercial markets, but office development of the magnitude envisioned here must be phased to keep pace with absorption rates.

The above factors create the opportunity to rigorously examine the full range of potential value capture mechanisms, including benefit assessment or local improvement districts, direct capital contributions, tax increment financing, and joint development.

### 3. CONCLUSIONS: SOUTHERN ALIGNMENTS

#### A. Alignment Rankings

In terms of the four criteria applied in this study, and assuming no major changes in City land use policies, only the Macadam alignment would be compatible with a transit corridor economic development strategy. With major changes in City plans and anticipated land uses, the McLoughlin Alignment could possibly work, although even then it would rank substantially below Macadam based on the criteria of this study. The PTC alignment, provides practically no potential for a transit corridor economic development strategy. As is evident in the matrices in Tables 5 and 6, the Macadam Alignment is clearly superior to the others based on the four study criteria.

BUDGET MODIFICATION NO.

MCSO #4a

(For Clerk's Use) Meeting Date DEC 01 1994  
Agenda No. R-10

## 1. REQUEST FOR PLACEMENT ON THE AGENDA FOR \_\_\_\_\_

(Date)

DEPARTMENT Sheriff's OfficeDIVISION EnforcementCONTACT Larry AabTELEPHONE 251-2489

\* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD \_\_\_\_\_

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

Budget Modification requesting authorization to transfer \$35,170 from contingency to the Sheriff's Office to fund two Civil Deputies for the period 12/1/94-6/1/95 to handle the increase in mental health transports.

(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 two full time Civil Deputy positions to the Civil Process Unit for a six month period. The addition of these positions is necessary because of the increased workload in the Probate Transport Unit. The changes in statute initiated in the last legislative session have caused a 40% to 45% increase in the total number of involuntary commitment hearings in Multnomah County. Also, decreasing bed space has resulted in a marked increase in the severity of the behaviors exhibited by the patients.

The budget modification is for a six month period only and will be reviewed after the completion of the organizational audit of the Sheriff's Office, due to be complete in February 1995.

## 3. REVENUE IMPACT

(Explain revenues being changed and reason for the change)

Increase service reimbursement to the Insurance Fund \$3,950.

## 4. CONTINGENCY STATUS

(to be completed by Budget &amp; 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		

## MCSO #4a

Transaction EB [ ] TRANSACTION DATE: \_\_\_\_\_

ACCOUNTING PERIOD: \_\_\_\_\_

BUDGET FY: 94-95

Revenue  
Transaction RB [ ] TRANSACTION DATE: \_\_\_\_\_ ACCOUNTING PERIOD: \_\_\_\_\_ BUDGET FY: \_\_\_\_\_

Fund	Agency	Organization	Activity	Reporting Category	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
400	050	7040			6600			3,950	3,950	Insurance Fund
								3,950	Total Revenue Change	

BUDGET MODIFICATION NO.

MCSO #4 Revised

(For Clerk's Use) Meeting Date

DEC 01 1994

Agenda No.

R-10

## 1. REQUEST FOR PLACEMENT ON THE AGENDA FOR

DEPARTMENT Sheriff's OfficeCONTACT Larry Aab

(Date)

DIVISION EnforcementTELEPHONE 251-2489

\* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD

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

Budget Modification requesting authorization to transfer \$32,345 from contingency to the Sheriff's Office to fund two Civil Deputies for the period 12/1/94 to 6/1/95 to handle the increase in mental health transports.

(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

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The request is for temporary staff only and will be reviewed after the completion of the organizational audit of the Sheriff's Office, due to be complete in February 1995.

## 3. REVENUE IMPACT

(Explain revenues being changed and reason for the change)

Increase service reimbursement to the Insurance Fund \$1,125.

## 4. CONTINGENCY STATUS

(to be completed by Budget &amp; 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

BOARD OF  
COUNTY COMMISSIONERS  
1994 NOV 28 PM 1:15  
MULTNOMAH COUNTY  
OREGON

## MCSO #4revised

Transaction EB [ ] TRANSACTION DATE: \_\_\_\_\_

ACCOUNTING PERIOD: \_\_\_\_\_

BUDGET FY: \_\_\_\_\_

Revenue  
Transaction RB [ ] TRANSACTION DATE: \_\_\_\_\_ ACCOUNTING PERIOD: \_\_\_\_\_ BUDGET FY: \_\_\_\_\_

BUDMOD2.WK3



BUDGET MODIFICATION NO.

MCSO #4 Revised

(For Clerk's Use) Meeting Date

DEC 01 1994

Agenda No.

R-10

## 1. REQUEST FOR PLACEMENT ON THE AGENDA FOR

(Date)

DEPARTMENT Sheriff's OfficeDIVISION EnforcementCONTACT Larry AabTELEPHONE 251-2489

\* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD

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## 3. REVENUE IMPACT

(Explain revenues being changed and reason for the change)

Increase service reimbursement to the Insurance Fund \$1,125.

## 4. CONTINGENCY STATUS

(to be completed by Budget &amp; 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

BOARD OF  
COUNTY COMMISSIONERS  
1994 NOV 28 PM 4:15  
MULTNOMAH COUNTY  
OREGON

Continued until 12-8-94

## MCSO #4revised

Transaction EB ~~N~~

TRANSACTION DATE: \_\_\_\_\_

ACCOUNTING PERIOD: \_\_\_\_\_

BUDGET FY: \_\_\_\_\_

1,125	Total Expenditure Change
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## Transaction RB[ ]

TRANSACTION DATE: \_\_\_\_\_

ACCOUNTING PERIOD: \_\_\_\_\_

BUDGET FY:

1,125	Total Revenue Change
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