



## MULTNOMAH COUNTY, OREGON

### BOARD OF COMMISSIONERS

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1120 SW Fifth Avenue, Suite 1515

Portland, Or 97204-1914

Phone: (503) 248-3308 FAX (503) 248-3093

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#### Diane Linn, Commission Dist. 1

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#### Lisa Naito, Commission Dist. 3

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#### Sharron Kelley, Commission Dist. 4

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Email: sharron.e.kelley@co.multnomah.or.us

**ANY QUESTIONS? CALL BOARD  
CLERK DEB BOGSTAD @ 248-3277**

Email: deborah.l.bogstad@co.multnomah.or.us

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

**JULY 6 & 8, 1999**

### BOARD MEETINGS

#### FASTLOOK AGENDA ITEMS OF INTEREST

Pg 2	9:30 a.m. Tuesday County Elections
Pg 2	10:30 a.m. Tuesday Public Records Law - Executive Sessions & Ethics
Pg 5	9:30 a.m. Thursday Resolution Authorizing Issuance of Revenue Bonds for Port City
Pg 5	9:55 a.m. Thursday Approval of 1999- 2001 Community Corrections Plan
Pg 5	10:15 a.m. Thursday Hearing/1st Reading Ordinance Amending Comprehensive Framework Plan
Pg 5	10:30 a.m. Thursday Decision in NSA 26-94 Bridal Veil Land Use Appeal
Pg 6	11:00 a.m. Thursday Consolidated City-County Information and Referral Service Initiative Briefing

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

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

Friday, 10:00 PM, Channel 30

Sunday, 1:00 PM, Channel 30

Produced through Multnomah Community  
Television

Tuesday, July 6, 1999 - 9:30 AM  
Multnomah County Courthouse, Boardroom 602  
1021 SW Fourth Avenue, Portland

## **BOARD BRIEFINGS**

- B-1 Overview of Multnomah County Elections Division. Presented by Vicki K. Ervin. 1 HOUR REQUESTED.
- B-2 Briefing and Discussion on Public Records Law - Executive Sessions and Public Ethics. Presented by Thomas Sponsler. 1 HOUR REQUESTED.
- 

Thursday, July 8, 1999 - 9:30 AM  
Multnomah County Courthouse, Boardroom 602  
1021 SW Fourth Avenue, Portland

## **REGULAR MEETING**

### **CONSENT CALENDAR - 9:30 AM**

#### **NON-DEPARTMENTAL**

- C-1 Appointment of Shirley Hassberger to the DUII COMMUNITY ADVISORY BOARD

#### **SHERIFF'S OFFICE**

- C-2 Renewal of Intergovernmental Revenue Agreement 0010303 with the City of Wood Village for General Law Enforcement Services and Additional Patrols within the Corporate Limits of Wood Village

#### **DEPARTMENT OF ENVIRONMENTAL SERVICES**

- C-3 RESOLUTION Authorizing Cancellation of Uncollectible Personal Property Taxes for Tax Years 1985-86 through 1998-99
- C-4 RESOLUTION Authorizing Execution of Deed D991636 for Certain Tax Acquired Property with Gregory J. Dyson, Mary E. Dyson, and Linda Irvine
- C-5 RESOLUTION Authorizing Execution of Deed D991637 for Certain Tax Acquired Property with Fish Construction NW, Inc.

- C-6 RESOLUTION Authorizing Execution of Deed D991638 for Certain Tax Acquired Property with Nancy Olsson
- C-7 RESOLUTION Authorizing Execution of Deed D991639 for Certain Tax Acquired Property with Fire, Health, and Safety Equipment Company, Inc.
- C-8 RESOLUTION Authorizing Execution of Deed D991640 for Certain Tax Acquired Property with Larry G. Baker and Janice M. Baker
- C-9 RESOLUTION Authorizing Execution of Deed D991641 for Certain Tax Acquired Property with Jack Grohs
- C-10 RESOLUTION Authorizing Execution of Deed D991642 for Certain Tax Acquired Property with Tom Walsh and Co.
- C-11 RESOLUTION Authorizing Execution of Deed D991643 for Certain Tax Acquired Property with Tom Walsh and Co.
- C-12 RESOLUTION Authorizing Execution of Deed D991644 for Certain Tax Acquired Property with Fish Construction NW, Inc.
- C-13 RESOLUTION Authorizing Execution of Deed D991645 for Certain Tax Acquired Property with Bruce Edward Davies
- C-14 RESOLUTION Authorizing Execution of Deed D991646 for Certain Tax Acquired Property with Jacqueline J. Whitt and Frank R. Lockett
- C-15 RESOLUTION Authorizing Execution of Deed D991647 for Certain Tax Acquired Property with Kathrin Haugen
- C-16 RESOLUTION Authorizing Execution of Deed D991648 for Certain Tax Acquired Property with West/Meyer, Inc.
- C-17 RESOLUTION Authorizing Execution of Deed D991649 for Certain Tax Acquired Property with Fish Construction NW, Inc.
- C-18 RESOLUTION Authorizing Execution of Deed D991650 for Certain Tax Acquired Property with Timothy G. Wallace and Debra R. Wallace
- C-19 RESOLUTION Authorizing Execution of Deed D991651 Upon Complete Performance of a Contract with Margaret Lewis
- C-20 Report the Hearings Officer Decision Regarding Denial of MC 4-99, a Request to Allow Replacement of a Dwelling Under the Non-Conforming Use

Regulation on Property Located at 20537 NW SAUVIE ISLAND ROAD,  
PORTLAND

- C-21 Amendment 1 to Intergovernmental Agreement 301588 with the City of Portland for Maintenance of County Roads in Western Unincorporated Multnomah County
- C-22 Renewal/Amendment 12 to Intergovernmental Revenue Agreement 3012987 with the City of Troutdale, Providing Certain Street Maintenance Services

**DEPARTMENT OF JUVENILE AND ADULT COMMUNITY JUSTICE**

- C-23 Intergovernmental Revenue Agreement 0010745 with the Oregon State Police Accepting Juvenile Accountability Incentive Block Grant Funding for Contracted Services and Pass-Through to the Cities of Portland and Gresham for Services and Interventions for At-Risk Youth and Improvements in Ability to Investigate, Process, and Prosecute Juvenile Offenders

**DEPARTMENT OF COMMUNITY AND FAMILY SERVICES**

- C-24 Intergovernmental Revenue Agreement 0010096 with Centennial School District, 28J to Fund Mental Health Services to High Risk Children
- C-25 Renewal of Intergovernmental Agreement 0010632 with Oregon Health Sciences University to Purchase CAAPCare Network Inpatient Services and Oregon State Hospital Wait List Services
- C-26 Renewal of Intergovernmental Agreement 0010634 with Oregon Health Sciences University Behavioral Health Clinic to Purchase Hearing Impaired Interpreter Services, Vouchers, Gambling Addiction Treatment and DUII Information and Treatment Services for the Office of Addictions Services
- C-27 Ratification of Annual Intergovernmental Agreements 0010649, 0010650 and 0010651 with the Oregon Department of Human Resources, Funding the Integrated Services Project at Marshall, Jefferson and Roosevelt High Schools

**DEPARTMENT OF SUPPORT SERVICES**

- C-28 Intergovernmental Revenue Agreement 9910881 with the City of Portland for Participation in the Project Impact Program to Better Build a Disaster Resistant Community

**REGULAR AGENDA**



### **PUBLIC COMMENT - 9:30 AM**

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

### **DEPARTMENT OF SUPPORT SERVICES - 9:30 AM**

R-2 RESOLUTION Authorizing Issuance of Revenue Bonds [for Port City, a Non-Profit Agency]

R-3 RESOLUTION Adopting and Defining the Various County Funds

R-4 RESOLUTION Adopting Financial and Budget Policies for Multnomah County, Oregon

### **DEPARTMENT OF JUVENILE AND ADULT COMMUNITY JUSTICE - 9:55 AM**

R-5 Approval of the 1999-2001 Multnomah County Community Corrections Plan

R-6 Renewal/Amendment 6 to Intergovernmental Revenue Agreement 900374 with the State of Oregon Department of Corrections, Funding the Multnomah County Community Corrections Plan through June 30, 2001

### **DEPARTMENT OF ENVIRONMENTAL SERVICES - 10:15 AM**

R-7 First Reading of a Proposed ORDINANCE Amending Comprehensive Framework Plan Policies 13, 22, 37, 38 and 40 and the Requirements of Findings for Quasi-Judicial and Legislative Approvals

R-8 Results of Mediation/Compromise Efforts Between the Trust for Public Lands and Crown Point Country Historical Society and Board Decision Following June 8, 1999 De Novo Hearing on Appeal of Hearings Officer Decision Regarding Denial of Appellants (Crown Point Country Historical Society) Appeal of NSA 26-94, Allowing Applicant (Trust for Public Lands) to Remove Sixteen Structures at Bridal Veil, Excluding Church and Post Office

### **NON-DEPARTMENTAL - 11:00 AM**

R-9 RESOLUTION Providing Comments to the Oregon Geographic Names Board on Proposed Names for Local Geographic Features

**DEPARTMENT OF SUPPORT SERVICES - 11:00 AM**

R-10 Progress Report from Staff on Consolidated City-County Information and Referral Service Initiative. Presented by Vickie Gates and Invited Others. 1 HOUR REQUESTED.

**COMMISSIONER COMMENT/LEGISLATIVE ISSUES - 12:00 PM**

R-11 Opportunity (as Time Allows) for Commissioners to Comment on Non-Agenda Items or to Discuss Legislative Issues.



**ATTENTION!**

**PLEASE NOTE: THE AUGUST 26, 1999 AND SEPTEMBER 2, 1999  
MULTNOMAH COUNTY BOARD MEETINGS ARE CANCELLED**

MEETING DATE: JUL 08 1999  
AGENDA NO: C-1  
ESTIMATED START TIME: 9:30

(Above Space for Board Clerk's Use ONLY)

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**AGENDA PLACEMENT FORM**

**SUBJECT:** Appointment to DUII Community Advisory Board

**BOARD BRIEFING:**

**DATE REQUESTED:** \_\_\_\_\_

**REQUESTED BY:** \_\_\_\_\_

**AMOUNT OF TIME NEEDED:** \_\_\_\_\_

**REGULAR MEETING:**

**DATE REQUESTED:** 7/8/99

**AMOUNT OF TIME NEEDED:** Consent

**DEPARTMENT:** Nondepartmental

**DIVISION:** Chair's Office

**CONTACT:** Delma Farrell

**TELEPHONE #:** 248-3953

**BLDG/ROOM #:** 106/1515

**PERSON(S) MAKING PRESENTATION:**

**ACTION REQUESTED:**

☐ INFORMATIONAL ONLY   ☐ POLICY DIRECTION   ☒ APPROVAL   ☐ OTHER

**SUGGESTED AGENDA TITLE:**

Appointment of Shirley Hassberger to the DUII Community Advisory Board representing the Oregon Liquor Control Commission

**SIGNATURES REQUIRED:**

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

**(OR)**

**DEPARTMENT**

**MANAGER:** \_\_\_\_\_

*Beverly Steinfeld*

CLERK OF COUNTY COMMISSIONERS  
JUL 30 AM 10 41  
CLERK OF COUNTY COMMISSIONERS  
OREGON

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

**Any Questions: Call the Board Clerk @ 248-3277**

MEETING DATE: JUL 08 1999  
AGENDA NO: C-2  
ESTIMATED START TIME: 9:30

(Above Space for Board Clerk's Use ONLY)

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AGENDA PLACEMENT FORM

SUBJECT: Intergovernmental Agreement with City of Wood Village – law enforcement services

BOARD BRIEFING: DATE REQUESTED: \_\_\_\_\_  
REQUESTED BY: \_\_\_\_\_  
AMOUNT OF TIME NEEDED: \_\_\_\_\_

REGULAR MEETING: DATE REQUESTED: Next available  
AMOUNT OF TIME NEEDED: N/A

DEPARTMENT: SHERIFF'S OFFICE DIVISION: Law Enforcement

CONTACT: Dan Oldham TELEPHONE #: 251-2519  
BLDG/ROOM #: 313/112

PERSON(S) MAKING PRESENTATION: Consent Calendar

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Intergovernmental Agreement with City of Wood Village – law enforcement services

7/13/99 ORIGINALS to FRANK RAY

SIGNATURES REQUIRED:

MCSO EXECUTIVE ASSISTANT: Dan Oldham

ELECTED OFFICIAL: Dan Oldham  
(OR)

DEPARTMENT MANAGER:

CLERK OF  
COUNTY COMMISSIONERS  
99 JUN 28 PM 3:35  
MULTNOMAH COUNTY  
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277

# MULTNOMAH COUNTY CONTRACT APPROVAL FORM

Pre-approved Contract Boilerplate (with County Counsel signature) ☐ Attached ☐ Not Attached

Contract #: 0010303

Amendment #:

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Revenue not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Intergovernmental Agreement (IGA) not to exceed \$50,000 <input type="checkbox"/> Expenditure <input type="checkbox"/> Revenue <input type="checkbox"/> Architectural & Engineering not to exceed \$10,000 (for tracking purposes only)	<input type="checkbox"/> Professional Services that exceed \$50,000 or awarded by RFP or Exemption (regardless of amount) <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 that exceeds \$50,000 or awarded by RFP or Exemption (regardless of amount)	<input checked="" type="checkbox"/> Intergovernmental Agreement (IGA) that exceeds \$50,000 <input type="checkbox"/> Expenditure <input checked="" type="checkbox"/> Revenue <div style="text-align: center;"> <b>APPROVED MULTNOMAH COUNTY</b>  <b>BOARD OF COMMISSIONERS</b>  <b>AGENDA # C-2 DATE 7/8/99</b>  <b>DEB BOGSTAD</b>  <b>BOARD CLERK</b> </div>

Department: Sheriff's Office Division: Enforcement Date: June 30, 1999  
 Originator: Lt. Jones Phone: 251-2501 Bldg/Rm: 313  
 Contact: Frank Ray Phone: 251-2402 Bldg/Rm: 313/124  
 Description of Contract: Provide general law enforcement services and additional patrols within the corporate limits of Wood Village  
 RENEWAL: ☒ PREVIOUS CONTRACT #(S): \_\_\_\_\_  
 RFP/BID: \_\_\_\_\_ RFP/BID DATE: \_\_\_\_\_  
 EXEMPTION #/DATE: \_\_\_\_\_ EXEMPTION EXPIRATION DATE: \_\_\_\_\_ ORS/AR #: \_\_\_\_\_  
 CONTRACTOR IS: ☐ MBE ☐ WBE ☐ ESB ☐ QRF ☐ N/A ☐ NONE (Check all boxes that apply)

Contractor <u>City of Wood Village</u> Address <u>2055 NE 238th Drive</u> <u>Wood Village, OR 97060-1095</u> Sheila M. Ritz, City Coordinator Phone <u>667-6211</u> Employer ID# or SS# _____ Effective Date <u>July 1, 1999</u> Termination Date <u>June 30, 2000</u> Original Contract Amount \$ <u>77,515.00</u> Total Amt of Previous Amendments \$ _____ Amount of Amendment \$ _____ Total Amount of Agreement \$ _____	Remittance address _____ (If different) _____ Payment Schedule / Terms <input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt <input type="checkbox"/> Monthly \$ _____ <input type="checkbox"/> Net 30 <input type="checkbox"/> Other \$ _____ <input type="checkbox"/> Other <input type="checkbox"/> Requirements Not to Exceed \$ _____ Encumber <input type="checkbox"/> Yes <input type="checkbox"/> No
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**REQUIRED SIGNATURES:**

Department Manager _____	DATE _____
Purchasing Manager _____	DATE _____
(Class II Contracts Only) County Counsel _____	DATE <u>6/30/99</u>
County Chair _____	DATE <u>July 8, 1999</u>
✓ Sheriff _____	DATE <u>6/29/99</u>
Contract Administration _____	DATE _____
(Class I, Class II Contracts only)	

LGFS VENDOR CODE						DEPT REFERENCE					
LINE #	FUND	AGENCY	ORG	SUB ORG	ACTIVITY	OBJ/ REV	SUB OBJ	REP CAT	LGFS DESCRIPTION	AMOUNT	INC DEC
01											
02											
03											

Exhibit A, Rev. 3/25/98 DIST: Originator, Accts Payable, Contract Admin - Original If additional space is needed, attach separate page. Write contract # on top of page.

# MULTNOMAH COUNTY CONTRACT APPROVAL FORM

Pre-approved Contract Boilerplate (with County Counsel signature) ☐ Attached ☐ Not Attached Contract #: 0010303  
Amendment #:

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Revenue not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Intergovernmental Agreement (IGA) not to exceed \$50,000 <input type="checkbox"/> Expenditure <input type="checkbox"/> Revenue <input type="checkbox"/> Architectural & Engineering not to exceed \$10,000 (for tracking purposes only)	<input type="checkbox"/> Professional Services that exceed \$50,000 or awarded by RFP or Exemption (regardless of amount) <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 that exceeds \$50,000 or awarded by RFP or Exemption (regardless of amount)	<input checked="" type="checkbox"/> Intergovernmental Agreement (IGA) that exceeds \$50,000 <input type="checkbox"/> Expenditure <input checked="" type="checkbox"/> Revenue <p><b>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</b>  <b>AGENDA # C-1 DATE 4/15/99</b>  <b>DEB BOGSTAD</b>  <b>BOARD CLERK</b></p>

Department: Sheriff's Office Division: ENF Date: March 16, 1999  
 Originator: Lt. Jones Phone: 251-2501 Bldg/Rm: 313/  
 Contact: Larry Aab / Linda Vanderpool Phone: 251-2489 / 251-2402 Bldg/Rm: 313/228 / 313/124  
 Description of Contract: Provide general law enforcement services and additional patrols within the corporate limits of Wood Village  
 RENEWAL: ☐ PREVIOUS CONTRACT #(S):  
 RFP/BID: RFP/BID DATE:  
 EXEMPTION EXEMPTION EXPIRATION ORS/AR  
 #/DATE: DATE: #:  
 CONTRACTOR IS: ☐ MBE ☐ WBE ☐ ESB ☐ QRF ☐ N/A ☐ NONE (Check all boxes that apply)

Contractor City of Wood Village Address 2055 NE 238th Dr. Wood Village, OR 97060-1095 Sheila M. Ritz, City Coordinator Phone 667-6211 Employer ID# or SS# Effective Date July 1, 1999 Termination Date June 30, 2000 Original Contract Amount \$ 77,515.00 Total Amt of Previous Amendments \$ Amount of Amendment \$ Total Amount of Agreement \$	Remittance address (If different) Payment Schedule / Terms <input type="checkbox"/> Lump Sum \$ <input type="checkbox"/> Due on Receipt <input type="checkbox"/> Monthly \$ <input type="checkbox"/> Net 30 <input checked="" type="checkbox"/> Other \$ <input type="checkbox"/> Other <input type="checkbox"/> Requirements Not to Exceed \$ Encumber <input type="checkbox"/> Yes <input type="checkbox"/> No
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## REQUIRED SIGNATURES:

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

## CONTRACT ADMINISTRATION

DATE 3-23-99  
 DATE  
 DATE 3/31/99  
 DATE April 15, 1999  
 DATE 3/23/99  
 DATE 4/13/99

LGFS VENDOR CODE						DEPT REFERENCE					
LINE #	FUND	AGENCY	ORG	SUB ORG	ACTIVITY	OBJ/ REV	SUB OBJ	REP CAT	LGFS DESCRIPTION	AMOUNT	INC DEC
01											
02											
03											

Exhibit A, Rev. 3/25/98 DIST: Originator, Accts Payable, Contract Admin - Original If additional space is needed, attach separate page. Write contract # on top of page.

## INTERGOVERNMENTAL AGREEMENT

This Agreement is made and entered into pursuant to the authority found in ORS 190.010 et seq. and ORS 206.345 by and between the Multnomah County Sheriff's Office (MCSO), jointly with and on behalf of Multnomah County (COUNTY), and the City of Wood Village (CITY), a municipal corporation in the State of Oregon.

### PURPOSE

The purpose of this agreement is for MCSO to provide police service within the corporate limits of the CITY.

The parties agree as follows:

#### 1. TERM

The term of this agreement shall be from July 1, 1999 to June 30, 2000. This agreement may be renewed for five (5) additional one (1) year terms.

#### 2. CITY RESPONSIBILITIES

- A. The CITY agrees to perform contractual agreements and pay costs for police dispatch and emergency and non-emergency call taking for the CITY, provided by the Bureau of Emergency Communications (BOEC), City of Portland.
- B. The CITY agrees that all matters incident to the performance of the services described herein, including standards of performance and supervision and discipline of assigned personnel, shall be and remain the responsibility of the MCSO. CITY further agrees that the assigned personnel provided hereunder by MCSO shall be and remain employees of the COUNTY, and that the assigned personnel shall be supervised by MCSO and shall perform their duties in accordance with the administrative and operational procedures of the MCSO. The CITY agrees that the scheduling, payment of salary, benefits and all other employee rights shall be in compliance with the negotiated contract between the Multnomah County Deputy Sheriff's Association and the MCSO.

#### 3. COUNTY RESPONSIBILITIES

- A. The MCSO agrees to provide police service within the corporate limits of the CITY. The police services shall include the duties and law enforcement functions customarily rendered by the MCSO under the statutes of the State of Oregon and the CITY. These services shall include response to emergency situations where life and property are in danger, criminal law enforcement, neighborhood patrol, traffic enforcement, and similar law enforcement activities within the legal authority of the MCSO to provide, including follow-up investigation of reported criminal activities. The MCSO shall assign armed uniformed deputy sheriffs to the CITY to perform police patrol functions.
- B. MCSO agrees that ORS 206.345(2), which states, "During the existence of the contract, the Sheriff shall exercise such authority as may be vested in them by terms of the contract, including full power and authority to arrest for violation of all duly enacted ordinances of the contracting city," shall prevail and shall perform accordingly.

#### 4. TERMINATION

Either party upon 90 days written notice may terminate this agreement.

**5. FUNDS AVAILABLE**

In the event that funds cease to be available to COUNTY in the amounts anticipated for this agreement, COUNTY may terminate or reduce the scope of services to be provided and contract funding accordingly.

**6. INDEMNIFICATION**

Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, COUNTY shall indemnify, defend and hold harmless CITY from and against all liability, loss and costs arising out of or resulting from the acts of COUNTY, its officers, employees and agents in the performance of this agreement. Subject to the conditions and limitations of the Oregon Constitution and the monetary limits of the Oregon Tort Claims Act, ORS 30.260 through 30.300, CITY shall indemnify, defend and hold harmless COUNTY from and against all liability, loss and costs arising out of or resulting from the acts of CITY, its officers, employees and agents in the performance of this agreement.

**7. INSURANCE**

COUNTY and CITY shall each be responsible for providing worker's compensation insurance as required by law. Neither party shall be required to provide or show proof of any other insurance coverage.

**8. ADHERENCE TO LAW**

COUNTY and CITY shall comply with all federal, state and local laws and ordinances applicable to this agreement.

**9. NON-DISCRIMINATION**

COUNTY and CITY shall comply with all requirements of federal and state civil rights and rehabilitation statutes and local non-discrimination ordinances.

**10. ACCESS TO RECORDS**

Each party shall have access to the books, documents and other records of the other which are related to this agreement for the purpose of examination, copying and audit.

**11. SUBCONTRACTS AND ASSIGNMENT**

Neither party will subcontract or assign any part of this agreement without the written consent of the other party.

**12. THIS IS THE ENTIRE AGREEMENT**

This Agreement constitutes the entire Agreement between the parties. This Agreement may be modified or amended only by the written agreement of the parties.

**13. ADDITIONAL TERMS AND CONDITIONS**

The ratio of Deputy Sheriff full-time equivalents (FTE) per 1,000 CITY residents, provided for by the terms of this Agreement, is approximately zero point three three (0.33). It is the intent of the MCSO to provide, and the CITY to fund an annual incremental increase in the number of Deputy Sheriff FTE according to the schedule below, with the goal of eventually attaining a ratio of one point zero (1.0) Deputy Sheriff FTE per 1,000 CITY residents.



**Schedule:**

<b>Fiscal Period</b>	<b>Deputy Sheriff FTE</b>
1999/2000	1.0
2000/2001	1.5
2001/2002	2.0
2002/2003	2.5
2003/2004	3.0

Notwithstanding the schedule above, the actual number of Deputy Sheriffs provided by the MCSO and funded by the CITY in each fiscal period shall be determined by mutual agreement of the parties.

**CITY RESPONSIBILITIES:**

- A. Upon receipt of quarterly billing, CITY agrees to compensate the MCSO for partial costs of delivering law enforcement services.

Billing schedule will be as follows:

October 1 <sup>st</sup> for -	July, August, September
January 1 <sup>st</sup> for -	October, November, December
April 1 <sup>st</sup> for -	January, February, March
July 1 <sup>st</sup> for -	April, May, June

- B. The remittance will equal the cost of one patrol officer at the rate of \$67,980 (based on the yearly salary and benefits for an average Deputy Sheriff in fiscal year 1999-2000). In addition, a prorated patrol vehicle at the rate of \$11,533 and indirect costs of \$9,981 for a total cost of \$89,515, less the one-year rental of MCSO office space of \$12,000. The total amount to be paid by the CITY for the 1999 – 2000 contract will be \$77,515.

- C. Payment is to be made on a quarterly basis and mailed to:

Multnomah County Sheriff's Office  
ATTN: Accounts Receivable  
12240 NE Glisan Street  
Portland, Oregon 97230

- D. CITY will notify MCSO in writing at least 90 days in advance of the annual contract expiration date of the CITY's desire to continue or terminate the contract for the next fiscal year.


**MCSO RESPONSIBILITIES:**

- A. The MCSO will provide all law enforcement services at a level consistent with the provisions of this contract. The MCSO will provide patrol services at a level consistent with Section 13 of this Agreement.
- B. MCSO will assign deputies acceptable to the CITY to perform the services in fulfillment of this Agreement. MCSO will provide the names and phone numbers of all Deputies provided under this Agreement to the CITY Administrator. MCSO retains the right to reassign Deputies provided under this Agreement to other duties, as deemed necessary by MCSO.
- C. With the exception noted in Paragraph D below, the MCSO agrees to provide all the necessary labor, supervision, equipment, communication facilities, supplies and


administrative and support services – including police records functions, that are necessary to provide the services herein. The MCSO will perform the law enforcement services with deputy sheriffs certified as police officers by the Oregon Department of Public Safety Standards and Training (DPSST).

- D. Neither the MCSO nor the COUNTY is responsible for the contractual agreements or costs for police dispatch and emergency and non-emergency call taking for the CITY, provided by the Bureau of Emergency Communications (BOEC), City of Portland.
- E. The MCSO shall provide to the CITY a monthly report that includes summary reports on criminal occurrences, a synopsis of enforcement and other activities related to community policing. The report will continue to document and report numbers of incidents to which MCSO responded and the amount of time spent on incidents, neighborhood patrol and investigations.
- F. MCSO will provide an officer at the regular monthly City Council meetings, which occur on the second Wednesday of each month at 7:00 p.m., to orally inform the Council of service demands and any identified areas of concern.
- G. The MCSO agrees to maintain a satellite patrol office within the Wood Village City Hall. The rental cost for the space will be the equivalent of \$1,000 per month, to be credited quarterly, for a total of \$12,000 during the 1999/2000 fiscal year. This amount will be adjusted each year by the average rental market rate increase in the greater Gresham area.
- H. MCSO will inform the CITY Administrator by January 31<sup>st</sup> of each year of the precise Agreement cost for the next fiscal year.

**MULTNOMAH COUNTY, OREGON**

By   
Dan Noelle, Sheriff

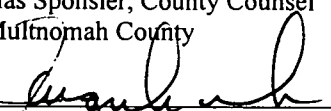
Date 6/15/99

By   
Beverly Stein, Chair

Date July 8, 1999

Reviewed:

Thomas Sponsler, County Counsel  
For Multnomah County

By   
Assistant County Counsel

Date 6/17/99

**CITY OF WOOD VILLAGE**

By \_\_\_\_\_  
Donald Robertson, Mayor

Date \_\_\_\_\_

By \_\_\_\_\_  
Sheila M. Ritz, City Administrator

Date \_\_\_\_\_

Approved as to form:

By \_\_\_\_\_

Date \_\_\_\_\_

**APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS**  
**AGENDA #** C-2 **DATE** 7/8/99  
DEB BOGSTAD  
**BOARD CLERK**

MEETING DATE: JUL 08 1999

AGENDA NO: C-3

ESTIMATED START TIME: 9:30

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: Cancellation of Uncollectible Personal Property Taxes

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

REGULAR MEETING: Date Requested: \_\_\_\_\_  
Amount of Time Needed: Consent

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Pat Frahler TELEPHONE #: 248-3590 x22330  
BLDG/ROOM #: 166/300/Collections

PERSON(S) MAKING PRESENTATION: Consent Calander

**ACTION REQUESTED:**

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

Cancellation of Uncollectible Personal Property Taxes for 1985/86 through 1998/99, in the amount of \$44,409.32.

These are taxes that have been delinquent for more than one year and have been determined to be uncollectible.

*7/12/99 copies to Collections*

**SIGNATURES REQUIRED:**

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

OR

DEPARTMENT  
MANAGER: *ht* Lou E. Nicholas

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

CLERK OF  
COUNTY COMMISSIONERS  
JUN 28 AM 8:40  
MULTNOMAH COUNTY  
OREGON

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 99-125

Authorizing Cancellation of Uncollectible Personal Property Taxes for Tax Years  
1985/86 through 1998/99

The Multnomah County Board of Commissioners Finds:

- a) Certain personal property taxes have been delinquent and the Multnomah County Tax Collector and County Counsel have determined that said taxes are wholly uncollectible and have requested the Board for an order directing that the taxes be cancelled pursuant to ORS 311.790

The Multnomah County Board of Commissioners Orders:

1. That the Multnomah County Tax Collector is directed to cancel those certain personal property taxes which are listed and appended hereto and incorporated herein, for tax years 1985/86 through 1998/99, in the total amount of **\$44,409.32** for the reason that the same are found to be uncollectible.

ADOPTED this 8th day of July, 1999.

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON



  
Beverly Stein, Chair

REVIEWED:  
THOMAS SPONSLER, COUNTY COUNSEL  
FOR MULTNOMAH COUNTY, OREGON

By   
Matthew O. Ryan, Assistant County Counsel

[illegible]

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R
1	06/16/99 09:39:58																	
2	WRITE OFF LIST 1999																	
3	TAX YEARS - DOLLARS																	
4																		
5	ACCOUNT #	CASE		85/86	86/87	87/88	88/89	89/90	90/91	91/92	92/93	93/94	94/95	95/96	96/97	97/98	98/99	ACCOUNT TOTALS
51	P08-07810-75	6919	C														\$458.56	\$458.56
52	P05-38337-06	8238	C												\$146.92			\$146.92
53	P08-02229-00	8238	C												\$112.52			\$112.52
54	P65-69009-31	9007	C														\$193.92	\$193.92
55	P05-21601-55	9032	C									\$449.57						\$449.57
56	p06-14280-00	9616	C														\$558.40	\$558.40
57	P08-05113-47	9881	C														\$393.24	\$393.24
58	P01-10440-00	11367	C													\$469.57		\$469.57
59	P03-29160-01	11933	C													\$290.77		\$290.77
60	P04-52236-06	12070	C													\$288.86		\$288.86
61	P08-05540-00	12104	C														\$412.50	\$412.50
62	P09-13435-00	12122	C													\$523.29		\$523.29
63	P03-00230-00	12320	C														\$197.82	\$197.82
64	P10-11400-00	33								\$102.35	\$91.25							\$193.60
65	P04-24155-00	80									\$6.37	\$436.95						\$443.32
66	P08-00766-20	86						\$145.02										\$145.02
67	P60-16000-02	112							\$9.66	\$7.64								\$17.30
68	P05-36363-00	117										\$1,609.06	\$1,411.79	\$1,226.89				\$4,247.74
69	P01-15540-00	172						\$60.44	\$278.03									\$338.47
70	P09-14400-30	206											\$103.47					\$103.47
71	P06-10540-00	259									\$292.94							\$292.94
72	P04-27520-00	302			\$267.20													\$267.20
73	P09-09115-50	334						\$162.22										\$162.22
74	P12-01170-24	424									\$79.93	\$72.77	\$60.28	\$55.48	\$62.08			\$330.54
75	P08-09420-00	513								\$94.81								\$94.81
76	P04-33942-00	518						\$34.72	\$83.76	\$10.67	\$61.08			\$77.12	\$81.39			\$348.74
77	P05-32230-00	562									\$97.49							\$97.49
78	P05-31360-00	565									\$76.60							\$76.60
79	P03-06780-00	584									\$105.17							\$105.17
80	P62-02000-02	585									\$19.16							\$19.16
81	P63-26000-01	938								\$54.36								\$54.36
82	P04-08898-50	971						\$23.81	\$192.65									\$216.46
83	P06-29430-02	1025								\$147.19								\$147.19
84	P09-13581-00	1229			\$116.43													\$116.43
85	P09-04088-00	1263						\$297.43										\$297.43
86	P07-04363-05	1278								\$132.20								\$132.20
87	P07-06113-15	1352										\$119.05						\$119.05
88	P06-01100-00	1355									\$97.99							\$97.99
89	P20-01260-48	1432								\$40.24								\$40.24
90	P09-13950-10	1442									\$56.69							\$56.69
91	P07-04505-36	1465									\$55.71							\$55.71
92	P06-33680-00	1514						\$138.95	\$202.65	\$161.70								\$503.30
93	P08-07149-00	1638					\$81.51											\$81.51
94	P08-07149-00	1638						\$102.84	\$99.21	\$111.98								\$314.03
95	P08-07243-05	1638				\$190.54	\$213.56											\$404.10

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R
1	06/16/99 09:39:58																	
2	WRITE OFF LIST 1999																	
3	TAX YEARS - DOLLARS																	
4																		
5	ACCOUNT #	CASE	85/86	86/87	87/88	88/89	89/90	90/91	91/92	92/93	93/94	94/95	95/96	96/97	97/98	98/99	ACCOUNT TOTALS	
96	P05-18370-00	1662							\$23.73	\$84.27	\$84.27						\$192.27	
97	P09-09457-24	1737													\$482.23		\$482.23	
98	P05-37020-00	2021								\$117.69							\$117.69	
99	P09-08927-42	2021									\$136.23						\$136.23	
100	P10-00608-00	2173			\$74.15	\$87.55											\$161.70	
101	P09-15600-06	2198								\$232.45	\$108.42						\$340.87	
102	P04-59538-00	2287						\$82.17	\$296.20	\$230.74							\$609.11	
103	P10-11720-00	2416								\$69.63							\$69.63	
104	P04-01440-02	2609								\$53.62							\$53.62	
105	P06-40500-00	2711						\$192.42	\$181.49								\$373.91	
106	P08-08290-30	2741										\$202.42	\$103.14	\$104.28			\$409.84	
107	P08-01840-00	2900								\$108.68							\$108.68	
108	P07-01232-42	3083									\$9.49						\$9.49	
109	P20-01642-20	3091									\$187.66	\$171.70	\$153.59				\$512.95	
110	P03-01458-40	3186					\$128.63										\$128.63	
111	P08-01783-11	3384										\$104.12	\$132.44				\$236.56	
112	P20-01910-73	3427							\$25.68	\$23.94	\$24.77	\$22.32	\$20.31	\$1.61	\$25.16	\$24.80	\$168.59	
113	P01-23800-10	3500											\$3.33	\$379.49			\$382.82	
114	P06-36072006	3835											\$47.09				\$47.09	
115	P20-00930-00	4244											\$208.11	\$219.35	\$26.36		\$453.82	
116	P20-00982-25	4253											\$23.90	\$23.80	\$25.49		\$73.19	
117	P20-01238-63	4296														\$191.07	\$191.07	
118	P20-01242-78	4310												\$52.70	\$26.41	\$26.19	\$105.30	
119	P20-01399-89	4348													\$60.46		\$60.46	
120	P20-01594-04	4372														\$182.74	\$182.74	
121	P20-01874-51	4426														\$25.73	\$25.73	
122	P05-17983-00	4605					\$126.93										\$126.93	
123	P02-30880-00	5301											\$39.52				\$39.52	
124	P04-42600-01	5301												\$1.71			\$1.71	
125	P04-44683-00	5810												\$144.70			\$144.70	
126	P05-12365-03	5810											\$115.60				\$115.60	
127	P03-20873-00	6465										\$100.52	\$88.00				\$188.52	
128	P09-07320-00	6520	\$59.43	\$75.43													\$75.43	
129	P20-00774-05	6521												\$16.63	\$24.73		\$41.36	
130	P01-27515-10	6550												\$165.94			\$165.94	
131	P06-09500-00	6771												\$80.32			\$80.32	
132	P20-00970-43	7189												\$108.03			\$108.03	
133	P20-01506-33	7270														\$58.99	\$58.99	
134	P20-01623-07	7280												\$69.86	\$60.46	\$59.66	\$189.98	
135	U00-0001-113	7465												\$8.34			\$8.34	
136	P20-01266-80	7911														\$60.06	\$60.06	
137	P67-43000-11	8050												\$2.46			\$2.46	
138	P04-15640-10	8165												\$97.92			\$97.92	
139	P04-42698-51	8937												\$64.87			\$64.87	

[illegible]



	S	T	U	V
1				06/16/99
2				
3		WRITE OFF SUMMARY		06/16/99
4				
5		TAX YEARS	# of ACCTS.	TOTAL DOLLARS
6				
7		85/86	1	\$59.43
8				
9		86/87	3	\$459.06
10				
11		87/88	3	\$519.38
12				
13		88/89	3	\$382.62
14				
15		89/90	13	\$3,784.33
16				
17		90/91	15	\$1,541.51
18				
19		91/92	20	\$3,723.93
20				
21		92/93	26	\$4,164.91
22				
23		93/94	15	\$3,464.14
24				
25		94/95	10	\$2,562.88
26				
27		95/96	18	\$3,630.73
28				
29		96/97	33	\$5,683.95
30				
31		97/98	22	\$6,270.92
32				
33		98/99	23	\$8,161.53
34				
35				
36				
37		TOTALS	# OF ACCOUNTS 205	DOLLARS \$44,409.32
38				
39		WRITE-OFF DUE TO BANKRUPTCY	4	\$1,979.24
40				
41				
42		PERCENT BANKRUPTCIES OF TOTAL \$		4.46%
43				
44		WRITE-OFF DUE TO DISSOLUTION OF CORP.	53	\$21,386.18
45				
46				
47		PERCENT CORPORATIONS OF TOTAL \$		48.16%
48				

MEETING DATE: JUL 0 8 1999

AGENDA NO: C-4

ESTIMATED TIME: 9:30

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Request Approval of Deed to Auction Purchaser.

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

REGULAR MEETING: Date Requested: \_\_\_\_\_  
Amount of Time Needed: Consent Calendar

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Gary Thomas TELEPHONE #: 248-3590 x22591

BLDG/ROOM #: 166/300/Tax Title

PERSON(S) MAKING PRESENTATION: Consent Calendar

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

Request approval of deed to GREGORY J. DYSON, MARY E. DYSON, and LINDA IRVINE, Auction Purchaser, (Purchaser bought property at June 14, 1999 Auction).

Deed D991636 and Board Order attached.

*7/12/99 COPIES & ORIGINAL DEED TO TAX TITLE*

SIGNATURES REQUIRED:

ELECTED  
OFFICIAL:

OR

DEPARTMENT MANAGER:

*Let Larry E. Nicholas*

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277

CLERK OF  
COUNTY COMMISSIONERS  
99 - JUN 28 AM 9:42  
MULTICOUNTY  
OREGON

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 99-126

Execution of Deed D991636 for Certain Tax Acquired Property with GREGORY J. DYSON, MARY E. DYSON, and LINDA IRVINE

The Multnomah County Board of County Commissioners Finds:

- a) Multnomah County acquired the real property hereinafter described through the foreclosure of liens for delinquent taxes, and thereafter, after due notice and advertisement offered said property at public sale as by law provided, and did receive from GREGORY J. DYSON, MARY E. DYSON, and LINDA IRVINE a bid for the sum of \$14,420.00, which said sum was the highest and best bid for said property.
- b) The Sheriff did deliver to the Purchaser a Certificate containing a description of the property sold, the whole purchase price, the amount paid in cash, and the balance to be paid upon delivery of a deed to said property
- c) Said purchaser has tendered the amount due and is entitled to a deed to said property

The Multnomah County Board of County Commissioners Resolves:

1. The Chair on behalf of Multnomah County execute a deed to GREGORY J. DYSON, MARY E. DYSON, and LINDA IRVINE, the following described real property:

EXC PT IN ST-S 9'8" OF LOT 15, BLOCK 29 EXC PT IN ST-N 12'4" OF LOT 14, BLOCK 29, ALBINA, a recorded subdivision in the City of Portland, County of Multnomah, and State of Oregon.

Adopted this 8th day of July, 1999



BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

By Beverly Stein  
Beverly Stein, Chair

REVIEWED:  
THOMAS SPONSLER, COUNTY COUNSEL  
for Multnomah County, Oregon

By Matthew O. Ryan  
Matthew O. Ryan, Assistant County Counsel

DEED D991636

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to GREGORY J. DYSON, MARY E. DYSON, and LINDA IRVINE, Grantee, the following described real property, situated in the County of Multnomah, State of Oregon:

EXC PT IN ST-S 9'8" OF LOT 15, BLOCK 29 EXC PT IN ST-N 12'4" OF LOT 14, BLOCK 29, ALBINA, a recorded subdivision in the City of Portland, County of Multnomah, and State of Oregon.

The true and actual consideration paid for this transfer, stated in terms of dollars is \$14,420.00.

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

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

GREGORY J. DYSON  
MARY E. DYSON  
LINDA IRVINE  
232 NE STANTON  
PORTLAND OR 97212

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 8th day of July, 1999, by authority of an Order of said Board of County Commissioners heretofore entered of record.



BOARD OF COUNTY COMMISSION  
MULTNOMAH COUNTY, OREGON

By *Beverly Stein*  
Beverly Stein, Chair

REVIEWED:  
THOMAS SPONSLER, COUNTY COUNSEL  
for Multnomah County, Oregon

By *Matthew O. Ryan*  
Matthew O. Ryan, Assistant County Counsel

DEED APPROVED:  
Kathleen A. Tuneberg, Director  
Tax Collections/Records Management

By *K. A. Tuneberg*

After recording return to 166/300/MULTNOMAH COUNTY TAX TITLE

STATE OF OREGON

)

) SS

COUNTY OF MULTNOMAH

)

OFFICIAL SEAL  
**DEBORAH LYNN BOGSTAD**  
 NOTARY PUBLIC-OREGON  
 COMMISSION NO. 0632223  
 MY COMMISSION EXPIRES JUNE 27, 2001

# Notary Public for Oregon

My Commission expires: 6/27/01

MEETING DATE: JUL 08 1999

AGENDA NO: C-5

ESTIMATED TIME: 9:30

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Request Approval of Deed to Auction Purchaser.

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

REGULAR MEETING: Date Requested: \_\_\_\_\_  
Amount of Time Needed: Consent Calendar

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Gary Thomas TELEPHONE #: 248-3590 x22591

BLDG/ROOM #: 166/300/Tax Title

PERSON(S) MAKING PRESENTATION: Consent Calendar

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

Request approval of deed to FISH CONSTRUCTION NW, INC, Auction Purchaser, (Purchaser bought property at June 14, 1999 Auction).

Deed D991637 and Board Order attached.

7/12/99 copies & original deed to tax title

SIGNATURES REQUIRED:

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

OR

DEPARTMENT MANAGER: kt Loe E. Nicholas

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277

CLERK OF  
COUNTY COMMISSIONERS  
99 JUN 28 AM 8 42  
MULTI-COUNTY  
OREGON

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 99-127

Execution of Deed D991637 for Certain Tax Acquired Property with FISH CONSTRUCTION NW, INC

The Multnomah County Board of County Commissioners Finds:

- a) Multnomah County acquired the real property hereinafter described through the foreclosure of liens for delinquent taxes, and thereafter, after due notice and advertisement offered said property at public sale as by law provided, and did receive from FISH CONSTRUCTION NW, INC a bid for the sum of \$8,890.00, which said sum was the highest and best bid for said property.
- b) The Sheriff did deliver to the Purchaser a Certificate containing a description of the property sold, the whole purchase price, the amount paid in cash, and the balance to be paid upon delivery of a deed to said property
- c) Said purchaser has tendered the amount due and is entitled to a deed to said property

The Multnomah County Board of County Commissioners Resolves:

- 1. The Chair on behalf of Multnomah County execute a deed to FISH CONSTRUCTION NW, INC, the following described real property:

LOTS 15 & 16, BLOCK 7, COLLEGE PLACE, a recorded subdivision in the City of Portland, County of Multnomah, and State of Oregon.

Adopted this 8th day of July, 1999



BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

By Beverly Stein  
Beverly Stein, Chair

REVIEWED:  
THOMAS SPONSLER, COUNTY COUNSEL  
for Multnomah County, Oregon

By Matthew O. Ryan  
Matthew O. Ryan, Assistant County Counsel

DEED D991637

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

LOTS 15 & 16, BLOCK 7, COLLEGE PLACE, a recorded subdivision in the City of Portland, County of Multnomah, and State of Oregon.

The true and actual consideration paid for this transfer, stated in terms of dollars is \$8,890.00.

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

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

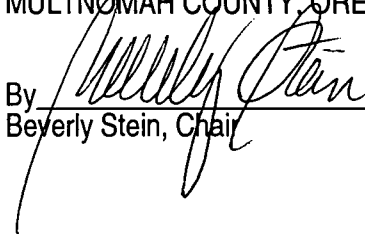
FISH CONSTRUCTION NW, INC  
1834 SW 58TH AVE, STE 206  
PORTLAND OR 97221

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 8th day of July, 1999, by authority of an Order of said Board of County Commissioners heretofore entered of record.



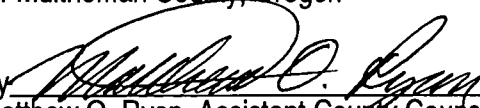
BOARD OF COUNTY COMMISSION  
MULTNOMAH COUNTY, OREGON

By

  
Beverly Stein, Chair

REVIEWED:  
THOMAS SPONSER, COUNTY COUNSEL  
for Multnomah County, Oregon

By

  
Matthew O. Ryan, Assistant County Counsel

DEED APPROVED:  
Kathleen A. Tuneberg, Director  
Tax Collections/Records Management

By



After recording return to 166/300/MULTNOMAH COUNTY TAX TITLE





MEETING DATE: JUL 08 1999

AGENDA NO: C-6

ESTIMATED TIME: 9:30

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Request Approval of Deed to Auction Purchaser.

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

REGULAR MEETING: Date Requested: \_\_\_\_\_  
Amount of Time Needed: Consent Calendar

DEPARTMENT: Environmental Services  
CONTACT: Gary Thomas

DIVISION: Assessment & Taxation  
TELEPHONE #: 248-3590 x22591  
BLDG/ROOM #: 166/300/Tax Title

PERSON(S) MAKING PRESENTATION: Consent Calendar

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

Request approval of deed to NANCY OLSSON, Auction Purchaser, (Purchaser bought property at June 14, 1999 Auction).

Deed D991638 and Board Order attached.

*7/12/99 copies & original deed to tax title*

SIGNATURES REQUIRED:

ELECTED  
OFFICIAL:  
OR

DEPARTMENT MANAGER: *kt Lou E. Nicholas*

BOARD OF  
COUNTY COMMISSIONERS  
99 JUN 28 AM 8 40  
MULTNOMAH COUNTY  
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 99-128

Execution of Deed D991638 for Certain Tax Acquired Property with NANCY OLSSON

The Multnomah County Board of County Commissioners Finds:

- a) Multnomah County acquired the real property hereinafter described through the foreclosure of liens for delinquent taxes, and thereafter, after due notice and advertisement offered said property at public sale as by law provided, and did receive from NANCY OLSSON a bid for the sum of \$14,500.00, which said sum was the highest and best bid for said property.
- b) The Sheriff did deliver to the Purchaser a Certificate containing a description of the property sold, the whole purchase price, the amount paid in cash, and the balance to be paid upon delivery of a deed to said property
- c) Said purchaser has tendered the amount due and is entitled to a deed to said property

The Multnomah County Board of County Commissioners Resolves:

- 1. The Chair on behalf of Multnomah County execute a deed to NANCY OLSSON, the following described real property:

BLOCKS 28 & 29, FOLKENBERG, a recorded subdivision in the City of Portland, County of Multnomah, and State of Oregon.

Adopted this 8th day of July, 1999



BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

By Beverly Stein  
Beverly Stein, Chair

REVIEWED:  
THOMAS SPONSLER, COUNTY COUNSEL  
for Multnomah County, Oregon

By Matthew O. Ryan  
Matthew O. Ryan, Assistant County Counsel

DEED D991638

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

BLOCKS 28 & 29, FOLKENBERG, a recorded subdivision in the City of Portland, County of Multnomah, and State of Oregon.

The true and actual consideration paid for this transfer, stated in terms of dollars is \$14,500.00.

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

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

NANCY OLSSON  
7471 SE BEVERLY LANE  
HILLSBORO OR 97123

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 8th day of July, 1999, by authority of an Order of said Board of County Commissioners heretofore entered of record.



BOARD OF COUNTY COMMISSION  
MULTNOMAH COUNTY OREGON

By *Beverly Stein*  
Beverly Stein, Chair

REVIEWED:  
THOMAS SPONSER, COUNTY COUNSEL  
for Multnomah County, Oregon

By *Matthew O. Ryan*  
Matthew O. Ryan, Assistant County Counsel

DEED APPROVED:  
Kathleen A. Tuneberg, Director  
Tax Collections/Records Management

By *K. A. Tuneberg*

After recording return to 166/300/MULTNOMAH COUNTY TAX TITLE


STATE OF OREGON

)

) SS

COUNTY OF MULTNOMAH

)



OFFICIAL SEAL  
**DEBORAH LYNN BOGSTAD**  
 NOTARY PUBLIC-OREGON  
 COMMISSION NO. 0632223  
 MY COMMISSION EXPIRES JUNE 27, 2001

# Notary Public for Oregon

My Commission expires: 6/27/01

MEETING DATE: JUL 08 1999

AGENDA NO: C-7

ESTIMATED TIME: 9:30

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Request Approval of Deed to Auction Purchaser.

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

REGULAR MEETING: Date Requested: \_\_\_\_\_  
Amount of Time Needed: Consent Calendar

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Gary Thomas TELEPHONE #: 248-3590 x22591

BLDG/ROOM #: 166/300/Tax Title

PERSON(S) MAKING PRESENTATION: Consent Calendar

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

Request approval of deed to FIRE, HEALTH, & SAFETY EQUIPMENT COMPANY INC, Auction Purchaser,  
(Purchaser bought property at June 14, 1999 Auction).

Deed D991639 and Board Order attached.

*7/12/99 copies & ORIGINAL DEED to tax title*

SIGNATURES REQUIRED:

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

OR

DEPARTMENT MANAGER: *ht Lawrence L. Nicholas*

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277

99 JUN 28 AM 8:42  
CLERK OF COUNTY  
OREGON

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 99-129

Execution of Deed D991639 for Certain Tax Acquired Property with FIRE, HEALTH, & SAFETY EQUIPMENT COMPANY INC

The Multnomah County Board of County Commissioners Finds:

- a) Multnomah County acquired the real property hereinafter described through the foreclosure of liens for delinquent taxes, and thereafter, after due notice and advertisement offered said property at public sale as by law provided, and did receive from FIRE, HEALTH, & SAFETY EQUIPMENT COMPANY INC a bid for the sum of \$20,400.00, which said sum was the highest and best bid for said property.
- b) The Sheriff did deliver to the Purchaser a Certificate containing a description of the property sold, the whole purchase price, the amount paid in cash, and the balance to be paid upon delivery of a deed to said property
- c) Said purchaser has tendered the amount due and is entitled to a deed to said property

The Multnomah County Board of County Commissioners Resolves:

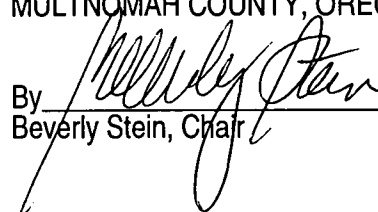
1. The Chair on behalf of Multnomah County execute a deed to FIRE, HEALTH, & SAFETY EQUIPMENT COMPANY INC, the following described real property:

E 25' OF LOTS 5-7, BLOCK 6; EXC PT IN ST, E 25' OF LOT 8, BLOCK 6, HIGHLAND PLACE, a recorded subdivision in the City of Portland, County of Multnomah, and State of Oregon.

Adopted this 8th day of July, 1999



BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

By   
Beverly Stein, Chair

REVIEWED:  
THOMAS SPONSER, COUNTY COUNSEL  
for Multnomah County, Oregon

By   
Matthew O. Ryan, Assistant County Counsel

DEED D991639

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to FIRE, HEALTH, & SAFETY EQUIPMENT COMPANY INC, Grantee, the following described real property, situated in the County of Multnomah, State of Oregon:

E 25' OF LOTS 5-7, BLOCK 6; EXC PT IN ST, E 25' OF LOT 8, BLOCK 6, HIGHLAND PLACE, a recorded subdivision in the City of Portland, County of Multnomah, and State of Oregon.

The true and actual consideration paid for this transfer, stated in terms of dollars is \$20,400.00.

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

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

FIRE, HEALTH, & SAFETY EQUIPMENT COMPANY INC  
4611 NE M L KING BLVD  
PORTLAND OR 97211

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 8th day of July, 1999, by authority of an Order of said Board of County Commissioners heretofore entered of record.



BOARD OF COUNTY COMMISSION  
MULTNOMAH COUNTY, OREGON


By

  
Beverly Stein, Chair

REVIEWED:

THOMAS SPONSER, COUNTY COUNSEL  
for Multnomah County, Oregon

By

  
Matthew O. Ryan, Assistant County Counsel

DEED APPROVED:

Kathleen A. Tuneberg, Director  
Tax Collections/Records Management

By



After recording return to 166/300/MULTNOMAH COUNTY TAX TITLE





MEETING DATE: JUL 08 1999

AGENDA NO: C-8

ESTIMATED TIME: 9:30

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Request Approval of Deed to Auction Purchaser.

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

REGULAR MEETING: Date Requested: \_\_\_\_\_  
Amount of Time Needed: Consent Calendar

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Gary Thomas TELEPHONE #: 248-3590 x22591

BLDG/ROOM #: 166/300/Tax Title

PERSON(S) MAKING PRESENTATION: Consent Calendar

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

Request approval of deed to LARRY G. BAKER and JANICE M. BAKER, Auction Purchaser, (Purchaser bought property at June 14, 1999 Auction).

Deed D991640 and Board Order attached.

7/12/99 copies & ORIGINAL DEED TO TAX TITLE

SIGNATURES REQUIRED:

ELECTED  
OFFICIAL:  
OR

DEPARTMENT MANAGER: KE LANE E. Wickless

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277

CLERK OF  
COUNTY COMMISSIONERS  
JUL 28 AM 8:41  
MULTI-JURISDICTIONAL COUNTY  
OREGON

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 99-130

Execution of Deed D991640 for Certain Tax Acquired Property with LARRY G. BAKER and JANICE M. BAKER

The Multnomah County Board of County Commissioners Finds:

- a) Multnomah County acquired the real property hereinafter described through the foreclosure of liens for delinquent taxes, and thereafter, after due notice and advertisement offered said property at public sale as by law provided, and did receive from LARRY G. BAKER and JANICE M. BAKER a bid for the sum of \$1,700.00, which said sum was the highest and best bid for said property.
- b) The Sheriff did deliver to the Purchaser a Certificate containing a description of the property sold, the whole purchase price, the amount paid in cash, and the balance to be paid upon delivery of a deed to said property
- c) Said purchaser has tendered the amount due and is entitled to a deed to said property

The Multnomah County Board of County Commissioners Resolves:

1. The Chair on behalf of Multnomah County execute a deed to LARRY G. BAKER and JANICE M. BAKER, the following described real property:

TRACT I, HUNTERS HIGHLAND, a recorded subdivision in the City of Portland, County of Multnomah, and State of Oregon.

Adopted this 8th day of July, 1999



BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

By Beverly Stein  
Beverly Stein, Chair

REVIEWED:  
THOMAS SPONSLER, COUNTY COUNSEL  
for Multnomah County, Oregon

By Matthew O. Ryan  
Matthew O. Ryan, Assistant County Counsel

DEED D991640

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to LARRY G. BAKER and JANICE M. BAKER, Grantee, the following described real property, situated in the County of Multnomah, State of Oregon:

TRACT I, HUNTERS HIGHLAND, a recorded subdivision in the City of Portland, County of Multnomah, and State of Oregon.

The true and actual consideration paid for this transfer, stated in terms of dollars is \$1,700.00.

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

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

LARRY G. BAKER and JANICE M. BAKER  
4017 SW 18TH CT  
GRESHAM OR 97080

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 8th day of July, 1999, by authority of an Order of said Board of County Commissioners heretofore entered of record.



BOARD OF COUNTY COMMISSION  
MULTNOMAH COUNTY, OREGON

By   
Beverly Stein, Chair

REVIEWED:  
THOMAS SPONSER, COUNTY COUNSEL  
for Multnomah County, Oregon

By   
Matthew O. Ryan, Assistant County Counsel

DEED APPROVED:  
Kathleen A. Tuneberg, Director  
Tax Collections/Records Management

By 

After recording return to 166/300/MULTNOMAH COUNTY TAX TITLE

STATE OF OREGON

)

) SS

COUNTY OF MULTNOMAH

)

OFFICIAL SEAL  
**DEBORAH LYNN BOGSTAD**  
 NOTARY PUBLIC-OREGON  
 COMMISSION NO. 0632223  
 MY COMMISSION EXPIRES JUNE 27, 2001

Deborah Lynn Bogster

My Commission expires: 6/27/01

MEETING DATE: JUL 08 1999  
AGENDA NO: C-9  
ESTIMATED TIME: 9:30

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: Request Approval of Deed to Auction Purchaser.

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

REGULAR MEETING: Date Requested: \_\_\_\_\_  
Amount of Time Needed: Consent Calendar

DEPARTMENT: Environmental Services  
CONTACT: Gary Thomas

DIVISION: Assessment & Taxation  
TELEPHONE #: 248-3590 x22591  
BLDG/ROOM #: 166/300/Tax Title

PERSON(S) MAKING PRESENTATION: Consent Calendar

**ACTION REQUESTED:**

☐ INFORMATIONAL ONLY   ☐ POLICY DIRECTION   ☒ APPROVAL   ☐ OTHER

Request approval of deed to JACK GROHS, Auction Purchaser, (Purchaser bought property at June 14, 1999 Auction).

Deed D991641 and Board Order attached.

*7/12/99 copies & original deed to  
tax title*

**SIGNATURES REQUIRED:**

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

OR

DEPARTMENT MANAGER: *kt [Signature]*

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277

CLERK OF  
COUNTY COMMISSIONERS  
JUL 28 AM 8:40  
MULTI-COUNTY  
OREGON

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 99-131

Execution of Deed D991641 for Certain Tax Acquired Property with JACK GROHS

The Multnomah County Board of County Commissioners Finds:

- a) Multnomah County acquired the real property hereinafter described through the foreclosure of liens for delinquent taxes, and thereafter, after due notice and advertisement offered said property at public sale as by law provided, and did receive from JACK GROHS a bid for the sum of \$6,720.00, which said sum was the highest and best bid for said property.
- b) The Sheriff did deliver to the Purchaser a Certificate containing a description of the property sold, the whole purchase price, the amount paid in cash, and the balance to be paid upon delivery of a deed to said property
- c) Said purchaser has tendered the amount due and is entitled to a deed to said property

The Multnomah County Board of County Commissioners Resolves:

1. The Chair on behalf of Multnomah County execute a deed to JACK GROHS, the following described real property:

E 1/2 OF W 66 2/3' OF LOT 6, BLOCK 2 E 1/2 OF W 66 2/3' OF S 7' OF LOT 5, BLOCK 2,, LINCOLN PARK ANNEX, a recorded subdivision in the City of Portland, County of Multnomah, and State of Oregon.

Adopted this 8th day of July, 1999



BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

By Beverly Stein  
Beverly Stein, Chair

REVIEWED:  
THOMAS SPONSLER, COUNTY COUNSEL  
for Multnomah County, Oregon

By Matthew O. Ryan  
Matthew O. Ryan, Assistant County Counsel

DEED D991641

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

E 1/2 OF W 66 2/3' OF LOT 6, BLOCK 2 E 1/2 OF W 66 2/3' OF S 7' OF LOT 5, BLOCK 2,, LINCOLN PARK ANNEX, a recorded subdivision in the City of Portland, County of Multnomah, and State of Oregon.

The true and actual consideration paid for this transfer, stated in terms of dollars is \$6,720.00.

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

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

JACK GROHS  
2603 NE 7TH  
PORTLAND OR 97212

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 8th day of July, 1999, by authority of an Order of said Board of County Commissioners heretofore entered of record.



BOARD OF COUNTY COMMISSION  
MULTNOMAH COUNTY, OREGON

By

Beverly Stein, Chair

REVIEWED:

THOMAS SPONSLER, COUNTY COUNSEL  
for Multnomah County, Oregon

By

Matthew O. Ryan, Assistant County Counsel

DEED APPROVED:

Kathleen A. Tuneberg, Director  
Tax Collections/Records Management

By

After recording return to 166/300/MULTNOMAH COUNTY TAX TITLE



STATE OF OREGON

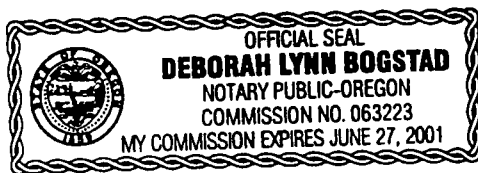
)

) ss

COUNTY OF MULTNOMAH

)

The foregoing instrument was acknowledged before me this 8th day of July, 1999, by Beverly Stein, to me personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.



Deborah Lynn Bogstad

Notary Public for Oregon

My Commission expires: 6/27/01

MEETING DATE: JUL 08 1999  
AGENDA NO: C-10  
ESTIMATED TIME: 9:30

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: Request Approval of Deed to Auction Purchaser.

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

REGULAR MEETING: Date Requested: \_\_\_\_\_  
Amount of Time Needed: Consent Calendar

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Gary Thomas TELEPHONE #: 248-3590 x22591  
BLDG/ROOM #: 166/300/Tax Title

PERSON(S) MAKING PRESENTATION: Consent Calendar

**ACTION REQUESTED:**

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

Request approval of deed to TOM WALSH & CO., Auction Purchaser, (Purchaser bought property at June 14, 1999 Auction).

Deed D991642 and Board Order attached.

*7/12/99 copies & original deed to tax title*

**SIGNATURES REQUIRED:**

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

OR

DEPARTMENT MANAGER: *ht Lawrence L. Nicholas*

CLERK OF  
COUNTY COMMISSIONERS  
99 JUN 28 AM 8:41  
MULTNOMAH COUNTY  
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 99-132

Execution of Deed D991642 for Certain Tax Acquired Property with TOM WALSH & CO.

The Multnomah County Board of County Commissioners Finds:

- a) Multnomah County acquired the real property hereinafter described through the foreclosure of liens for delinquent taxes, and thereafter, after due notice and advertisement offered said property at public sale as by law provided, and did receive from TOM WALSH & CO. a bid for the sum of \$12,950.00, which said sum was the highest and best bid for said property.
- b) The Sheriff did deliver to the Purchaser a Certificate containing a description of the property sold, the whole purchase price, the amount paid in cash, and the balance to be paid upon delivery of a deed to said property
- c) Said purchaser has tendered the amount due and is entitled to a deed to said property

The Multnomah County Board of County Commissioners Resolves:

1. The Chair on behalf of Multnomah County execute a deed to TOM WALSH & CO., the following described real property:

W 1/2 OF LOT 2, BLOCK A, NORTH IRVINGTON, a recorded subdivision in the City of Portland, County of Multnomah, and State of Oregon.

Adopted this 8th day of July, 1999



BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

By   
Beverly Stein, Chair

REVIEWED:  
THOMAS SPONSER, COUNTY COUNSEL  
for Multnomah County, Oregon

By   
Matthew O. Ryan, Assistant County Counsel

DEED D991642

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to TOM WALSH & CO., Grantee, the following described real property, situated in the County of Multnomah, State of Oregon:

W 1/2 OF LOT 2, BLOCK A, NORTH IRVINGTON, a recorded subdivision in the City of Portland, County of Multnomah, and State of Oregon.

The true and actual consideration paid for this transfer, stated in terms of dollars is \$12,950.00.

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

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

TOM WALSH & CO.  
1100 NW GLISAN #300  
PORTLAND OR 97209

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 8th day of July, 1999, by authority of an Order of said Board of County Commissioners heretofore entered of record.



BOARD OF COUNTY COMMISSION  
MULTNOMAH COUNTY, OREGON

By   
Beverly Stein, Chair

REVIEWED:  
THOMAS SPONSLER, COUNTY COUNSEL  
for Multnomah County, Oregon

By   
Matthew O. Ryan, Assistant County Counsel

DEED APPROVED:  
Kathleen A. Tuneberg, Director  
Tax Collections/Records Management

By   
K. A. Tuneberg

After recording return to 166/300/MULTNOMAH COUNTY TAX TITLE



MEETING DATE: JUL 08 1999  
AGENDA NO: C-11  
ESTIMATED TIME: 9:30

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Request Approval of Deed to Auction Purchaser.

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

REGULAR MEETING: Date Requested: \_\_\_\_\_  
Amount of Time Needed: Consent Calendar

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Gary Thomas TELEPHONE #: 248-3590 x22591  
BLDG/ROOM #: 166/300/Tax Title

PERSON(S) MAKING PRESENTATION: Consent Calendar

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

Request approval of deed to TOM WALSH & CO., Auction Purchaser, (Purchaser bought property at June 14, 1999 Auction).

Deed D991643 and Board Order attached.

*7/12/99 copies & original deed to tax title*

SIGNATURES REQUIRED:

ELECTED OFFICIAL: \_\_\_\_\_  
OR  
DEPARTMENT MANAGER: *ht Lawrence Nicholas*

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277

CLERK OF  
COUNTY COMMISSIONERS  
JUL 28 AM 8:4  
MULTI-COUNTY  
OREGON

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 99-133

Execution of Deed D991643 for Certain Tax Acquired Property with TOM WALSH & CO.

The Multnomah County Board of County Commissioners Finds:

- a) Multnomah County acquired the real property hereinafter described through the foreclosure of liens for delinquent taxes, and thereafter, after due notice and advertisement offered said property at public sale as by law provided, and did receive from TOM WALSH & CO. a bid for the sum of \$19,000.00, which said sum was the highest and best bid for said property.
- b) The Sheriff did deliver to the Purchaser a Certificate containing a description of the property sold, the whole purchase price, the amount paid in cash, and the balance to be paid upon delivery of a deed to said property
- c) Said purchaser has tendered the amount due and is entitled to a deed to said property

The Multnomah County Board of County Commissioners Resolves:

- 1. The Chair on behalf of Multnomah County execute a deed to TOM WALSH & CO., the following described real property:

N 37' OF E 53' OF LOT 10, BLOCK 5, NORTH IRVINGTON, a recorded subdivision in the City of Portland, County of Multnomah, and State of Oregon.

Adopted this 8th day of July , 1999



BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

By   
Beverly Stein, Chair

REVIEWED:  
THOMAS SPONSLER, COUNTY COUNSEL  
for Multnomah County, Oregon

By   
Matthew O. Ryan, Assistant County Counsel

DEED D991643

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to TOM WALSH & CO., Grantee, the following described real property, situated in the County of Multnomah, State of Oregon:

N 37' OF E 53' OF LOT 10, BLOCK 5, NORTH IRVINGTON, a recorded subdivision in the City of Portland, County of Multnomah, and State of Oregon.

The true and actual consideration paid for this transfer, stated in terms of dollars is \$19,000.00.

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

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

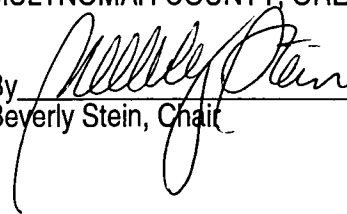
TOM WALSH & CO.  
1100 NW GLISAN #300  
PORTLAND OR 97209

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 8th day of July, 1999, by authority of an Order of said Board of County Commissioners heretofore entered of record.



BOARD OF COUNTY COMMISSION  
MULTNOMAH COUNTY, OREGON

By

  
Beverly Stein, Chair

REVIEWED:  
THOMAS SPONSLER, COUNTY COUNSEL  
for Multnomah County, Oregon

By

  
Matthew O. Ryan, Assistant County Counsel

DEED APPROVED:  
Kathleen A. Tuneberg, Director  
Tax Collections/Records Management

By



After recording return to 166/300/MULTNOMAH COUNTY TAX TITLE



STATE OF OREGON

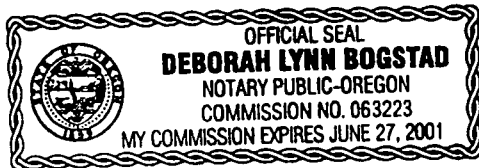
)

) ss

COUNTY OF MULTNOMAH

)

The foregoing instrument was acknowledged before me this 8th day of July, 1999, by Beverly Stein, to me personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.



Deborah Lynn Bogstad

Notary Public for Oregon

My Commission expires: 6/27/01

MEETING DATE: JUL 08 1999

AGENDA NO: C-12

ESTIMATED TIME: 9:30

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: Request Approval of Deed to Auction Purchaser.

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

REGULAR MEETING: Date Requested: \_\_\_\_\_  
Amount of Time Needed: Consent Calendar

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Gary Thomas TELEPHONE #: 248-3590 x22591

BLDG/ROOM #: 166/300/Tax Title

PERSON(S) MAKING PRESENTATION: Consent Calendar

**ACTION REQUESTED:**

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

Request approval of deed to FISH CONSTRUCTION NW, INC., Auction Purchaser, (Purchaser bought property at June 14, 1999 Auction).

Deed D991644 and Board Order attached.

7/12/99 ORIGINAL DEED & COPIES of all to  
TAX TITLE

**SIGNATURES REQUIRED:**

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

OR

DEPARTMENT MANAGER: ht Lawrence Nicholas

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277

CLERK OF  
COUNTY COMMISSIONERS  
99 JUN 28 AM 8:41  
MULTNOMAH COUNTY  
OREGON

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 99-134

Execution of Deed D991644 for Certain Tax Acquired Property with FISH CONSTRUCTION NW, INC.

The Multnomah County Board of County Commissioners Finds:

- a) Multnomah County acquired the real property hereinafter described through the foreclosure of liens for delinquent taxes, and thereafter, after due notice and advertisement offered said property at public sale as by law provided, and did receive from FISH CONSTRUCTION NW, INC. a bid for the sum of \$16,000.00, which said sum was the highest and best bid for said property.
- b) The Sheriff did deliver to the Purchaser a Certificate containing a description of the property sold, the whole purchase price, the amount paid in cash, and the balance to be paid upon delivery of a deed to said property
- c) Said purchaser has tendered the amount due and is entitled to a deed to said property

The Multnomah County Board of County Commissioners Resolves:

- 1. The Chair on behalf of Multnomah County execute a deed to FISH CONSTRUCTION NW, INC., the following described real property:

E 1/2 OF LOT 4, BLOCK 1, OAK PARK ADDITION 2, a recorded subdivision in the City of Portland, County of Multnomah, and State of Oregon.

Adopted this 8th day of July, 1999



BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

By   
Beverly Stein, Chair

REVIEWED:  
THOMAS SPONSLER, COUNTY COUNSEL  
for Multnomah County, Oregon

By   
Matthew O. Ryan, Assistant County Counsel

DEED D991644

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

E 1/2 OF LOT 4, BLOCK 1, OAK PARK ADDITION 2, a recorded subdivision in the City of Portland, County of Multnomah, and State of Oregon.

The true and actual consideration paid for this transfer, stated in terms of dollars is \$16,000.00.

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

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

FISH CONSTRUCTION NW, INC.  
1834 SW 58TH AVE, STE 206  
PORTLAND OR 97221

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 8th day of July, 1999, by authority of an Order of said Board of County Commissioners heretofore entered of record.



BOARD OF COUNTY COMMISSION  
MULTNOMAH COUNTY, OREGON

By *Beverly Stein*  
Beverly Stein, Chair

REVIEWED:  
THOMAS SPONSLE, COUNTY COUNSEL  
for Multnomah County, Oregon

By *Matthew O. Ryan*  
Matthew O. Ryan, Assistant County Counsel

DEED APPROVED:  
Kathleen A. Tuneberg, Director  
Tax Collections/Records Management

By *K. A. Tuneberg*

After recording return to 166/300/MULTNOMAH COUNTY TAX TITLE

STATE OF OREGON

)

) SS

COUNTY OF MULTNOMAH

)

# Notary Public for Oregon

My Commission expires: 6/27/01

MEETING DATE: JUL 08 1999

AGENDA NO: C-13  
ESTIMATED TIME: 9:30

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Request Approval of Deed to Auction Purchaser.

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

REGULAR MEETING: Date Requested: \_\_\_\_\_  
Amount of Time Needed: Consent Calendar

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Gary Thomas TELEPHONE #: 248-3590 x22591

BLDG/ROOM #: 166/300/Tax Title

PERSON(S) MAKING PRESENTATION: Consent Calendar

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

Request approval of deed to BRUCE EDWARD DAVIES, Auction Purchaser, (Purchaser bought property at June 14, 1999 Auction).

Deed D991645 and Board Order attached.

7/12/99 ORIGINAL DEED & COPIES OF ALL TO  
TAX TITLE

SIGNATURES REQUIRED:

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

OR

DEPARTMENT MANAGER: Stacy E. Nicholas

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277

CLERK OF  
COUNTY COMMISSIONERS  
99 JUN 28 AM 8:41  
MULTI-COUNTY  
OREGON

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 99-135

Execution of Deed D991645 for Certain Tax Acquired Property with BRUCE EDWARD DAVIES

The Multnomah County Board of County Commissioners Finds:

- a) Multnomah County acquired the real property hereinafter described through the foreclosure of liens for delinquent taxes, and thereafter, after due notice and advertisement offered said property at public sale as by law provided, and did receive from BRUCE EDWARD DAVIES a bid for the sum of \$3,400.00, which said sum was the highest and best bid for said property.
- b) The Sheriff did deliver to the Purchaser a Certificate containing a description of the property sold, the whole purchase price, the amount paid in cash, and the balance to be paid upon delivery of a deed to said property
- c) Said purchaser has tendered the amount due and is entitled to a deed to said property

The Multnomah County Board of County Commissioners Resolves:

1. The Chair on behalf of Multnomah County execute a deed to BRUCE EDWARD DAVIES, the following described real property:

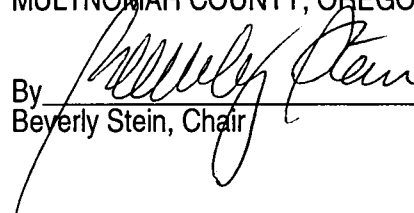
EXC PT IN ST LOT 8, BLK 13, TOWN OF LINNTON, a recorded subdivision in the City of Portland, County of Multnomah, and State of Oregon.

Adopted this 8th day of July

, 1999



BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

By   
Beverly Stein, Chair

REVIEWED:  
THOMAS SPONSLER, COUNTY COUNSEL  
for Multnomah County, Oregon

By   
Matthew O. Ryan, Assistant County Counsel

DEED D991645

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

EXC PT IN ST LOT 8, BLK 13, TOWN OF LINNTON, a recorded subdivision in the City of Portland, County of Multnomah, and State of Oregon.

The true and actual consideration paid for this transfer, stated in terms of dollars is \$3,400.00.

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

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

BRUCE EDWARD DAVIES  
PO BOX 2101  
PORTLAND OR 97208

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 8th day of July, 1999, by authority of an Order of said Board of County Commissioners heretofore entered of record.



BOARD OF COUNTY COMMISSION  
MULTNOMAH COUNTY, OREGON

By   
Beverly Stein, Chair

REVIEWED:  
THOMAS SPONSLER, COUNTY COUNSEL  
for Multnomah County, Oregon

By   
Matthew O. Ryan, Assistant County Counsel

DEED APPROVED:  
Kathleen A. Tuneberg, Director  
Tax Collections/Records Management

By   
Kathleen A. Tuneberg

After recording return to 166/300/MULTNOMAH COUNTY TAX TITLE



STATE OF OREGON

)

) ss

COUNTY OF MULTNOMAH

)

The foregoing instrument was acknowledged before me this 8th day of July, 1999, by Beverly Stein, to me personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.



Deborah Lynn Bogstad

Notary Public for Oregon

My Commission expires: 6/27/01

MEETING DATE: JUL 08 1999

AGENDA NO: C-14  
ESTIMATED TIME: 9:30

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Request Approval of Deed to Auction Purchaser.

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

REGULAR MEETING: Date Requested: \_\_\_\_\_  
Amount of Time Needed: Consent Calendar

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Gary Thomas TELEPHONE #: 248-3590 x22591  
BLDG/ROOM #: 166/300/Tax Title

PERSON(S) MAKING PRESENTATION: Consent Calendar

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

Request approval of deed to JACQUELINE J. WHITT and FRANK R. LOCKETT, Auction Purchaser,  
(Purchaser bought property at June 14, 1999 Auction).

Deed D991646 and Board Order attached.

*7/12/99 ORIGINAL DEED & COPIES OF ALL TO  
TAX TITLE*

SIGNATURES REQUIRED:

ELECTED  
OFFICIAL:  
OR

DEPARTMENT MANAGER: *ht [Signature]*

CLERK OF  
COUNTY COMMISSIONERS  
99 JUN 28 AM 8 41  
MULTI-JURISDICTIONAL COUNTY  
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 99-136

Execution of Deed D991646 for Certain Tax Acquired Property with JACQUELINE J. WHITT and FRANK R. LOCKETT

The Multnomah County Board of County Commissioners Finds:

- a) Multnomah County acquired the real property hereinafter described through the foreclosure of liens for delinquent taxes, and thereafter, after due notice and advertisement offered said property at public sale as by law provided, and did receive from JACQUELINE J. WHITT and FRANK R. LOCKETT a bid for the sum of \$5,500.00, which said sum was the highest and best bid for said property.
- b) The Sheriff did deliver to the Purchaser a Certificate containing a description of the property sold, the whole purchase price, the amount paid in cash, and the balance to be paid upon delivery of a deed to said property
- c) Said purchaser has tendered the amount due and is entitled to a deed to said property

The Multnomah County Board of County Commissioners Resolves:

- 1. The Chair on behalf of Multnomah County execute a deed to JACQUELINE J. WHITT and FRANK R. LOCKETT, the following described real property:

W 1/2 OF LOT 23 BLOCK 6, TREMONT PL, a recorded subdivision in the City of Portland, County of Multnomah, and State of Oregon.

Adopted this 8th day of July

, 1999



BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

By   
Beverly Stein, Chair

REVIEWED:  
THOMAS SPONSLER, COUNTY COUNSEL  
for Multnomah County, Oregon

By   
Matthew O. Ryan, Assistant County Counsel

DEED D991646

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to JACQUELINE J. WHITT and FRANK R. LOCKETT, Grantee, the following described real property, situated in the County of Multnomah, State of Oregon:

W 1/2 OF LOT 23 BLOCK 6, TREMONT PL, a recorded subdivision in the City of Portland, County of Multnomah, and State of Oregon.

The true and actual consideration paid for this transfer, stated in terms of dollars is \$5,500.00.

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

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

JACQUELINE J. WHITT and FRANK R. LOCKETT  
2980 SW 123RD  
BEAVERTON OR 97005

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 8th day of July, 1999, by authority of an Order of said Board of County Commissioners heretofore entered of record.



BOARD OF COUNTY COMMISSION  
MULTNOMAH COUNTY, OREGON

By *Beverly Stein*  
Beverly Stein, Chair

REVIEWED:  
THOMAS SPONSLE, COUNTY COUNSEL  
for Multnomah County, Oregon

By *Matthew O. Ryan*  
Matthew O. Ryan, Assistant County Counsel

DEED APPROVED:  
Kathleen A. Tuneberg, Director  
Tax Collections/Records Management

By *K.A. Tuneberg*

After recording return to 166/300/MULTNOMAH COUNTY TAX TITLE

STATE OF OREGON

)

) SS

COUNTY OF MULTNOMAH

)

OFFICIAL SEAL  
**DEBORAH LYNN BOGSTAD**  
 NOTARY PUBLIC-OREGON  
 COMMISSION NO. 063223  
 MY COMMISSION EXPIRES JUNE 27, 2001

# Notary Public for Oregon

My Commission expires: 6/27/01

MEETING DATE: JUL 08 1999

AGENDA NO: C-15

ESTIMATED TIME: 9:30

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Request Approval of Deed to Auction Purchaser.

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

REGULAR MEETING: Date Requested: \_\_\_\_\_  
Amount of Time Needed: Consent Calendar

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Gary Thomas TELEPHONE #: 248-3590 x22591

BLDG/ROOM #: 166/300/Tax Title

PERSON(S) MAKING PRESENTATION: Consent Calendar

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

Request approval of deed to KATHRIN HAUGEN, Auction Purchaser, (Purchaser bought property at June 14, 1999 Auction).

Deed D991647 and Board Order attached.

7/12/99 original deed & copies of all to tax title

SIGNATURES REQUIRED:

ELECTED OFFICIAL: \_\_\_\_\_  
OR  
DEPARTMENT MANAGER: ht [Signature] Nicholas

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277

BOARD OF  
COUNTY COMMISSIONERS  
JUN 28 AM 8:41  
MULTI-COUNTY  
OREGON

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 99-137

Execution of Deed D991647 for Certain Tax Acquired Property with KATHRIN HAUGEN

The Multnomah County Board of County Commissioners Finds:

- a) Multnomah County acquired the real property hereinafter described through the foreclosure of liens for delinquent taxes, and thereafter, after due notice and advertisement offered said property at public sale as by law provided, and did receive from KATHRIN HAUGEN a bid for the sum of \$12,050.00, which said sum was the highest and best bid for said property.
- b) The Sheriff did deliver to the Purchaser a Certificate containing a description of the property sold, the whole purchase price, the amount paid in cash, and the balance to be paid upon delivery of a deed to said property
- c) Said purchaser has tendered the amount due and is entitled to a deed to said property

The Multnomah County Board of County Commissioners Resolves:

1. The Chair on behalf of Multnomah County execute a deed to KATHRIN HAUGEN, the following described real property:

LOT 9, BLOCK 24, WEST PORTLAND, a recorded subdivision in the City of Portland, County of Multnomah, and State of Oregon.

Adopted this 8th day of July, 1999



BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

By Beverly Stein  
Beverly Stein, Chair

REVIEWED:  
THOMAS SPONSLER, COUNTY COUNSEL  
for Multnomah County, Oregon

By Matthew O. Ryan  
Matthew O. Ryan, Assistant County Counsel

DEED D991647

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

LOT 9, BLOCK 24, WEST PORTLAND, a recorded subdivision in the City of Portland, County of Multnomah, and State of Oregon.

The true and actual consideration paid for this transfer, stated in terms of dollars is \$12,050.00.

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

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

KATHRIN HAUGEN  
9324 SW 50TH 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 8th day of July, 1999, by authority of an Order of said Board of County Commissioners heretofore entered of record.



BOARD OF COUNTY COMMISSION  
MULTNOMAH COUNTY, OREGON

By Beverly Stein  
Beverly Stein, Chair

REVIEWED:  
THOMAS SPONSER, COUNTY COUNSEL  
for Multnomah County, Oregon

By Matthew O. Ryan  
Matthew O. Ryan, Assistant County Counsel

DEED APPROVED:  
Kathleen A. Tuneberg, Director  
Tax Collections/Records Management

By K. A. Tuneberg

After recording return to 166/300/MULTNOMAH COUNTY TAX TITLE



STATE OF OREGON

)

) ss

COUNTY OF MULTNOMAH

)

The foregoing instrument was acknowledged before me this 8th day of July, 1999, by Beverly Stein, to me personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.



Deborah Lynn Bogstad

Notary Public for Oregon

My Commission expires: 6/27/01

MEETING DATE: JUL 08 1999

AGENDA NO: C-16  
ESTIMATED TIME: 9:30

(Above Space for Board Clerk's Use ONLY)

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**AGENDA PLACEMENT FORM**

SUBJECT: Request Approval of Deed to Auction Purchaser.

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

REGULAR MEETING: Date Requested: \_\_\_\_\_  
Amount of Time Needed: Consent Calendar

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Gary Thomas TELEPHONE #: 248-3590 x22591

BLDG/ROOM #: 166/300/Tax Title

PERSON(S) MAKING PRESENTATION: Consent Calendar

**ACTION REQUESTED:**

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

Request approval of deed to WEST/MEYER INC., Auction Purchaser, (Purchaser bought property at June 14, 1999 Auction).

Deed D991648 and Board Order attached.

7/12/99 ORIGINAL DEED & COPIES OF ALL TO TAX  
TITLE

**SIGNATURES REQUIRED:**

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

OR

DEPARTMENT MANAGER: ht L. E. Nicholas

Board of  
COUNTY COMMISSIONERS  
99 JUN 28 AM 8:40  
MULTI-COUNTY  
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 99-138

Execution of Deed D991648 for Certain Tax Acquired Property with WEST/MEYER INC.

The Multnomah County Board of County Commissioners Finds:

- a) Multnomah County acquired the real property hereinafter described through the foreclosure of liens for delinquent taxes, and thereafter, after due notice and advertisement offered said property at public sale as by law provided, and did receive from WEST/MEYER INC. a bid for the sum of \$8,750.00, which said sum was the highest and best bid for said property.
- b) The Sheriff did deliver to the Purchaser a Certificate containing a description of the property sold, the whole purchase price, the amount paid in cash, and the balance to be paid upon delivery of a deed to said property
- c) Said purchaser has tendered the amount due and is entitled to a deed to said property

The Multnomah County Board of County Commissioners Resolves:

1. The Chair on behalf of Multnomah County execute a deed to WEST/MEYER INC., the following described real property:

LOT 14, BLOCK 29, WEST PORTLAND, a recorded subdivision in the City of Portland, County of Multnomah, and State of Oregon.

Adopted this 8th day of July, 1999



BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

By   
Beverly Stein, Chair

REVIEWED:  
THOMAS SPONSER, COUNTY COUNSEL  
for Multnomah County, Oregon

By   
Matthew O. Ryan, Assistant County Counsel

DEED D991648

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to WEST/MEYER INC., Grantee, the following described real property, situated in the County of Multnomah, State of Oregon:

LOT 14, BLOCK 29, WEST PORTLAND, a recorded subdivision in the City of Portland, County of Multnomah, and State of Oregon.

The true and actual consideration paid for this transfer, stated in terms of dollars is \$8,750.00.

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

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

WEST/MEYER INC.  
PO BOX 301562  
PORTLAND OR 97294

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 8th day of July, 1999, by authority of an Order of said Board of County Commissioners heretofore entered of record.



BOARD OF COUNTY COMMISSION  
MULTNOMAH COUNTY, OREGON

By   
Beverly Stein, Chair

REVIEWED:  
THOMAS SPONSLER, COUNTY COUNSEL  
for Multnomah County, Oregon

By 

Matthew O. Ryan, Assistant County Counsel

DEED APPROVED:  
Kathleen A. Tuneberg, Director  
Tax Collections/Records Management

By 

After recording return to 166/300/MULTNOMAH COUNTY TAX TITLE

STATE OF OREGON

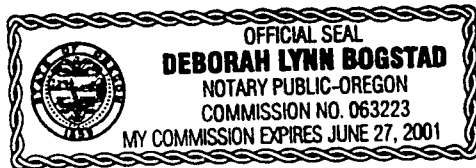
)

) ss

COUNTY OF MULTNOMAH

)

The foregoing instrument was acknowledged before me this 8th day of July, 1999, by Beverly Stein, to me personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.



Deborah Lynn Bogstad

Notary Public for Oregon

My Commission expires: 6/27/01

MEETING DATE: JUL 08 1999

AGENDA NO: C-17

ESTIMATED TIME: 9:30

(Above Space for Board Clerk's Use ONLY)

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**AGENDA PLACEMENT FORM**

SUBJECT: Request Approval of Deed to Auction Purchaser.

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

REGULAR MEETING: Date Requested: \_\_\_\_\_  
Amount of Time Needed: Consent Calendar

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Gary Thomas TELEPHONE #: 248-3590 x22591

BLDG/ROOM #: 166/300/Tax Title

PERSON(S) MAKING PRESENTATION: Consent Calendar

**ACTION REQUESTED:**

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

Request approval of deed to FISH CONSTRUCTION NW, INC, Auction Purchaser, (Purchaser bought property at June 14, 1999 Auction).

Deed D991649 and Board Order attached.

7/12/99 ORIGINAL DEED & COPIES OF ALL TO  
TAX TITLE

**SIGNATURES REQUIRED:**

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

OR  
DEPARTMENT MANAGER: ht Larry E. Nicholas

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277

BOARD OF  
COUNTY COMMISSIONERS  
99 JUN 28 AM 8:40  
MULTI-NOMINAL COUNTY  
OREGON

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 99-139

Execution of Deed D991649 for Certain Tax Acquired Property with FISH CONSTRUCTION NW, INC

The Multnomah County Board of County Commissioners Finds:

- a) Multnomah County acquired the real property hereinafter described through the foreclosure of liens for delinquent taxes, and thereafter, after due notice and advertisement offered said property at public sale as by law provided, and did receive from FISH CONSTRUCTION NW, INC a bid for the sum of \$8,250.00, which said sum was the highest and best bid for said property.
- b) The Sheriff did deliver to the Purchaser a Certificate containing a description of the property sold, the whole purchase price, the amount paid in cash, and the balance to be paid upon delivery of a deed to said property
- c) Said purchaser has tendered the amount due and is entitled to a deed to said property

The Multnomah County Board of County Commissioners Resolves:

- 1. The Chair on behalf of Multnomah County execute a deed to FISH CONSTRUCTION NW, INC, the following described real property:

W 1/2 LOT 17, BLOCK 1, WILLIAMS AVE ADD #2, a recorded subdivision in the City of Portland, County of Multnomah, and State of Oregon.

Adopted this 8th day of July, 1999



BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

By   
Beverly Stein, Chair

REVIEWED:  
THOMAS SPONSLER, COUNTY COUNSEL  
for Multnomah County, Oregon

By   
Matthew O. Ryan, Assistant County Counsel

DEED D991649

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

W 1/2 LOT 17, BLOCK 1, WILLIAMS AVE ADD #2, a recorded subdivision in the City of Portland, County of Multnomah, and State of Oregon.

The true and actual consideration paid for this transfer, stated in terms of dollars is \$8,250.00.

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

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

FISH CONSTRUCTION NW, INC  
1834 SW 58TH AVE, STE 206  
PORTLAND OR 97221

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 8th day of July, 1999, by authority of an Order of said Board of County Commissioners heretofore entered of record.



BOARD OF COUNTY COMMISSION  
MULTNOMAH COUNTY, OREGON

By   
Beverly Stein, Chair

REVIEWED:  
THOMAS SPONSLE, COUNTY COUNSEL  
for Multnomah County, Oregon

By   
Matthew O. Ryan, Assistant County Counsel

DEED APPROVED:  
Kathleen A. Tuneberg, Director  
Tax Collections/Records Management

By 

After recording return to 166/300/MULTNOMAH COUNTY TAX TITLE



STATE OF OREGON

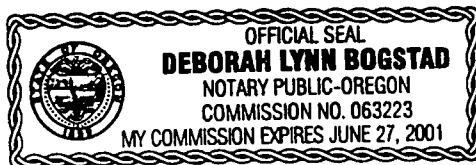
)

) ss

COUNTY OF MULTNOMAH

)

The foregoing instrument was acknowledged before me this 8th day of July, 1999, by Beverly Stein, to me personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.



Deborah Lynn Bogstad

Notary Public for Oregon

My Commission expires: 6/27/01

MEETING DATE: JUL 08 1999  
AGENDA NO: C-18  
ESTIMATED TIME: 9:30

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: Request Approval of Deed to Auction Purchaser.

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

REGULAR MEETING: Date Requested: \_\_\_\_\_  
Amount of Time Needed: Consent Calendar

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation  
CONTACT: Kathy Tuneberg TELEPHONE #: 248-3590  
BLDG/ROOM #: 166/300/Tax Title

PERSON(S) MAKING PRESENTATION: Consent Calendar

**ACTION REQUESTED:**

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

Request approval of deed to TIMOTHY G. WALLACE & DEBRA R. WALLACE, Auction Purchaser, (**Purchaser bought property at June 14, 1999 Auction**).

Deed D991650 and Board Order attached.

7/12/99 ORIGINAL DEED & COPIES OF ALL TO TAX TITLE

**SIGNATURES REQUIRED:**

ELECTED  
OFFICIAL:  
OR

DEPARTMENT MANAGER:

Kathy Tuneberg

BOARD OF  
COUNTY COMMISSIONERS  
99 JUN 28 AM 8:42  
MULTI-COUNTY  
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 99-140

Execution of Deed D991650 for Certain Tax Acquired Property with TIMOTHY G. WALLACE & DEBRA R. WALLACE

The Multnomah County Board of County Commissioners Finds:

- a) Multnomah County acquired the real property hereinafter described through the foreclosure of liens for delinquent taxes, and thereafter, after due notice and advertisement offered said property at public sale as by law provided, and did receive from TIMOTHY G. WALLACE & DEBRA R. WALLACE a bid for the sum of \$24,100.00, which said sum was the highest and best bid for said property.
- b) The Sheriff did deliver to the Purchaser a Certificate containing a description of the property sold, the whole purchase price, the amount paid in cash, and the balance to be paid upon delivery of a deed to said property
- c) Said purchaser has tendered the amount due and is entitled to a deed to said property

The Multnomah County Board of County Commissioners Resolves:

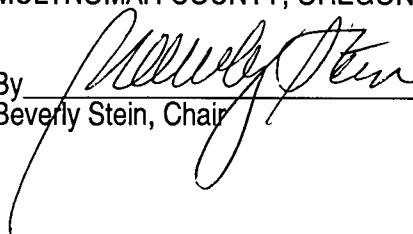
1. The Chair on behalf of Multnomah County, execute a deed to TIMOTHY G. WALLACE and DEBRA R. WALLACE, the following described real property:

LOT 10, BLOCK 11, PENINSULAR ADDITION, a recorded subdivision in the City of Portland, County of Multnomah, and State of Oregon.

Adopted this 8th day of July, 1999



BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

By   
Beverly Stein, Chair

REVIEWED:  
THOMAS SPONSLER, COUNTY COUNSEL  
for Multnomah County, Oregon

By   
Matthew O. Ryan, Assistant County Counsel

DEED D991650

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to TIMOTHY G. WALLACE & DEBRA R. WALLACE, Grantee, the following described real property, situated in the County of Multnomah, State of Oregon:

LOT 10, BLOCK 11, PENINSULAR ADDITION, a recorded subdivision in the City of Portland, County of Multnomah, and State of Oregon.

The true and actual consideration paid for this transfer, stated in terms of dollars is \$24,100.00.

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

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

TIMOTHY G. WALLACE  
DEBRA R. WALLACE  
7025 N SEWARD AVE  
PORTLAND OR 97217

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 8th day of July, 1999, by authority of an Order of said Board of County Commissioners heretofore entered of record.



BOARD OF COUNTY COMMISSION  
MULTNOMAH COUNTY, OREGON

By *Beverly Stein*  
Beverly Stein, Chair

REVIEWED:  
THOMAS SPONSER, COUNTY COUNSEL  
for Multnomah County, Oregon

By *Matthew O. Ryan*  
Matthew O. Ryan, Assistant County Counsel

DEED APPROVED:  
Kathleen A. Tuneberg, Director  
Tax Collections/Records Management

By *K. A. Tuneberg*

After recording return to 166/300/MULTNOMAH COUNTY TAX TITLE

STATE OF OREGON

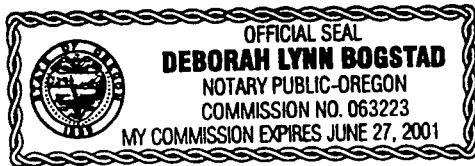
)

) ss

COUNTY OF MULTNOMAH

)

The foregoing instrument was acknowledged before me this 8th day of July, 1999, by Beverly Stein, to me personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.



Deborah Lynn Bogstad

Notary Public for Oregon

My Commission expires: 6/27/01

MEETING DATE: JUL 08 1999  
AGENDA NO: C-19  
ESTIMATED START TIME: 9:30

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

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

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

REGULAR MEETING: Date Requested: \_\_\_\_\_  
Amount of Time Needed: Consent

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation  
CONTACT: Kathy Tuneberg TELEPHONE #: 248-3590  
BLDG/ROOM #: 166/300/Tax Title

PERSON(S) MAKING PRESENTATION: Consent Calendar

**ACTION REQUESTED:**

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

**SUGGESTED AGENDA TITLE:**

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

Deed D991651 and Board Order attached.

7/12/99 ORIGINAL DEED & COPIES OF ALL  
TO TAX FILE

**SIGNATURES REQUIRED:**

ELECTED OFFICIAL: \_\_\_\_\_  
(OR)  
DEPARTMENT MANAGER: Kathy Tuneberg

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES  
Any Questions: Call the Board Clerk @ 248-3277

99 JUN 29 PM 12:42  
CLERK OF COUNTY COMMISSIONERS  
MULTI-COUNTY  
OREGON

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 99-141

Authorizing the Execution of Deed D991651 Upon Complete Performance of a Contract with MARGARET LEWIS

The Multnomah County Board of Commissioners Finds:

- a) On January 19, 1995, Multnomah County entered into a county contract 15771 recorded in the county deed records at Book 95 Page 18009 with MARGARET LEWIS for the sale of the real property hereinafter described
- b) 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

The Multnomah County Board of Commissioners Resolves:

1. That the Chair of the Multnomah County Board of County Commissioners execute a deed conveying to the contract purchaser the following described real property, situated in the County of Multnomah, State of Oregon:

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

Approved this 8th day of July 1999.



BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

By   
Beverly Stein, Chair

REVIEWED:

Thomas Sponsler, County Counsel  
Multnomah County, Oregon

By 

Matthew O. Ryan, Assistant County Counsel

DEED D991651

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

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

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

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

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

MARGARET LEWIS  
8776 N COMUMBIA BLVD #3  
PORTLAND OR 97203-1086

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 8th day of July 1999, by authority of an Order of the Board of County Commissioners heretofore entered of record.



BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

By *Beverly Stein*  
Beverly Stein, Chair

REVIEWED:

Thomas Sponsler, County Counsel  
Multnomah County, Oregon

By *Thomas Sponsler*  
Matthew O. Ryan, Assistant County Counsel

DEED APPROVED:

Kathleen A. Tuneberg, Director  
Tax Collections/Records Management

By *K. A. Tuneberg*

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



)

) SS

)

OFFICIAL SEAL  
**DEBORAH LYNN BOGSTAD**  
 NOTARY PUBLIC - OREGON  
 COMMISSION NO. 063223  
 MY COMMISSION EXPIRES JUNE 27, 2001

Norah Lynn Boston

My Commission expires: 6/27/01

Meeting Date: JUL 08 1999  
Agenda No: C-20  
Est. Start Time: 9:30

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

**SUBJECT:** Report to the Board the Hearings Officer's decision on MC 4-99.

**BOARD BRIEFING**      Date Requested:  
                                 Amt. of Time Needed:  
                                 Requested By:

**REGULAR MEETING**      Date Requested:      July 8, 1999  
                                 Amt. of Time Needed:      5 minutes

**DEPARTMENT:**      DES      **DIVISION:** Land Use Planning  
**CONTACT:**      Virginia Dodson      **TELEPHONE:** 248-3043  
                                 **BLDG/ROOM:** 455 / 116

**PERSON(S) MAKING PRESENTATION:** Stuart Farmer

**ACTION REQUESTED**

☐ Informational Only      ☐ Policy Direction      ☒ Approval      ☐ Other

**SUGGESTED AGENDA TITLE**

Report to the Board the Hearings Officer's decision regarding a **Denial** of MC 4-99; a request to allow replacement of a dwelling under the non-conforming use regulation.

**SIGNATURES REQUIRED**

**Elected Official:** \_\_\_\_\_

or

**Department Manager:** KB Lent Nicholas



MULTNOMAH COUNTY

BOARD HEARING: JULY 8, 1999

TIME: 9:30AM

CASE NAME: MICHAEL MOAR

NUMBER: MC 4-99

**1. Applicant Name/Address:**

Aldie Howard, Jim Griffith & Assoc.  
1820 SW Vermont St., Suite K  
Portland, Or 97219-1945

Owner: Robert & Michael Moar  
20537 NW Sauvie Island Rd.  
Portland, OR 97231

**2. Action Requested By Applicant:**

To allow replacement of a dwelling under the  
non-conforming use regulations

**3. Planning Staff Recommendation:**

Denial

**4. Hearings Officer Decision:**

Denial

**5. If Recommendation And Decision Are Different, Why?**

Same

**6. Issues:**

1. Use does not qualify as a non-conforming use.
2. Use not legally established prior to 1977 when EFU zoning adopted.
3. Dwelling no longer exists on the property.
4. Replacement did not commence within one year of natural disaster.

**7. Do Any Of These Issues Have Policy Implications? Explain.**

No

**Action Requested Of Board**

- ☒ **Affirm Hearings Officer Decision**
- ☐ **Hearing/Rehearing**
- Scope of Review**
  - ☐ **On the Record**
  - ☐ **De Novo**
  - ☐ **New Information Allowed**

**HEARINGS OFFICER DECISION  
FOR MULTNOMAH COUNTY, OREGON**

MC 4-99:                      Miscellaneous Case - Replacement of a Non-Conforming Use - Appeal of an Administrative Decision

Where:                        20537 NW Sauvie Island Road  
Tax Lot 24 T2N, R1W, Section 7

Property Owner/Applicant:    Robert C. and Michael J. Moar  
20537 NW Sauvie Island Road  
Portland, OR 97231

Comprehensive Plan:        Exclusive Farm Use (EFU)

Zoning:                      EFU

Size:                         3 acres

RECEIVED  
99 JUN - 7 PM 2:32  
MULTNOMAH COUNTY  
PLANNING SECTION

## A. HEARINGS OFFICER DECISION

The appeal of the Planning Director's decision to deny an application for replacement of a nonconforming use on the above-described property is denied based on the Findings and Conclusions contained herein.

## B. PROCEDURAL ISSUES

### 1. Impartiality of the Hearings Officer

- a) No ex parte contacts. I did not have any ex parte contacts before the hearing of this matter. I did not make a site visit. I was the Hearings Officer on a previous case file concerning the same property and a proposed replacement dwelling or alternatively a casualty dwelling (MC 6-98)
- b) No conflicting personal or financial or family interest. I have no financial interest in the outcome of this proceeding and no family or financial relationship with any of the parties.

- 2. Burden of Proof. In this proceeding, the burden to prove the applicable criteria are satisfied is upon the applicant.

## C. BACKGROUND

### 1. Site and Vicinity Characteristics.

The applicants' parcel contains 3 acres and is zoned Exclusive Farm Use (EFU). The subject property is situated on the west side of Sauvie Island Road in an area of mixed farm and nonfarm properties. Several zoning violations are occurring on this property. The County mailed a notice of zoning violation (ZV 98-04) to the property owners on February 12, 1998. The notice stated that "the County has no records of approving an accessory structure, use of an accessory structure as a single family dwelling or use of travel trailers for dwellings." None of these violations have been corrected since they mailed the letter.

The property currently contains an exempt farm structure, three nonpermitted recreation vehicles (RVs) which are being used for dwelling units, and an unapproved accessory structure. The dwelling the applicant wishes to replace is a Homette mobile home, which was placed on the property at an uncertain time, and was removed from the property in June or July of 1997. The property is violating the Multnomah County Code (11.15.8715 *Land Use Permits*) because unpermitted RVs are being used as dwelling units and the accessory structure is being used as a dwelling. The applicants have obtained no land use approval for the accessory building or its use as a dwelling.

## **2. Applicant's Request and Basis for Appeal**

The applicants request approval to replace a nonconforming dwelling in the EFU (exclusive farm use) zone under the provisions of 11.15.8805, which applies to the restoration, replacement or abandonment of a nonconforming use. They seek approval to build a house at the location of the former mobile home or convert part of the unapproved accessory structure into a residence.

The applicants contend a Homette mobile home was placed on Tax Lot 24 in 1970. According to the applicants, that mobile home became non-conforming when the EFU zoning code changed in 1977. In 1996 and 1997 during wind storms tree branches hit the mobile home. The applicants contend that the April 20, 1997 windstorm destroyed the mobile home. They removed the mobile home from the site in June or July of 1997.

This mobile home and proposed replacement dwelling was the subject of a previous application (MC 6-98). MC 6-98, submitted in February 1998, requested approval of a replacement dwelling in the EFU zone under MCC.2008(L) or alternative replacement of a casualty loss dwelling under MCC .2008(M). The Planning Director Decision denied MC 6-98 under both provisions. The applicant appealed the decision. The Hearings Officer also denied the application under both provisions. Both the planning director and the Hearings Officer concluded that the mobile home did not exist on the property as required, and that it had not been "destroyed."

In MC 6-98 the applicants submitted an elevation and floor plan of the barn and proposed addition/replacement dwelling, photographs showing the Homette mobile home as habitable, written justification, and tax and permit records in support of their permit application. These are included as numbered exhibits in a separate notebook as part of this decision. The notebook includes Exhibits A0 through S 62. Exhibits that include the letter "A" were submitted by the applicant, those with the letter "S" were included in the record by staff.

### **D. SCOPE OF APPEAL**

MCC 11.15.8295(A) provides that a hearing before the Hearings Officer on a matter appealed under MCC .8290 will be limited to the specific grounds relied on for reversal or modification of the decision in the Notice of Appeal. The notice of appeal of MC 4-99, submitted for the applicants on March 12, 1999, contains the following grounds for reversal of the Planning Director's decision by the Hearings Officer.

#### **1. The use is a non-conforming use.**

"Staff states that the mobile home that existed on this property was not a nonconforming use because residences are permitted in the EFU

zone and because a replacement dwelling is permitted for a residence in the EFU zone.

"Nowhere does Staff indicate which Code section would permit a house on **THIS** parcel of land in the EFU zone. The parcel is just 3 acres and its use as a farm involves an income of approximately \$95 per year in rental fees to another farm. Clearing the remainder of the property would enable another 1.5 acres to be rented for approximately \$95 (assuming the farmer wants another 1.5 acres) and it would only take about 57 years to recover the cost of clearing the land. This parcel is comprised of Class II soils and cannot qualify as a marginal parcel either.

"There is no provision in the Code that Applicants have been able to locate which would permit the construction of a dwelling on this parcel of land. This makes an existing dwelling, legal when constructed, a non-conforming use at this time.

"Staff also states that this is not non-conforming because replacement of a single-family dwelling is allowed in the EFU zone. This is irrelevant as the Code does not refer to the issue of whether or not the dwelling being replaced is conforming or non-conforming, it simply refers to a lawfully established dwelling that could be either conforming or nonconforming.

"As a non-conforming use, Applicant is within his rights to apply to replace it under the Code section pertaining to replacement of a non-conforming use.

2. The structure was destroyed.

"Applicant is appealing Staff's determination that the dwelling was not destroyed.

"Staff's definition of destruction does not include economic destruction. The only situation Applicant has been able to invent which would conform is the total incineration of the structure in a fire or carrying away of the structure by flood (if it total disintegrated). Any other type of damage is repairable at some cost. To state that an owner must pay much more than twice the value of the rebuilt structure to repair the existing building rather than tear it down and replace it makes no sense.

"Staff also insists that the structure must be "existing" after being destroyed which would argue against being allowed to replace any structure that qualifies as "destroyed" under their definition.

"Applicant produced proof (Exhibits A and B) that the structure was destroyed. Applicant also stated that there were two incidents of damage, the first is the one the assessor's office observed which was not "destruction" but merely damage and the second is the one which resulted in the destruction of the home beyond any economic sense in rebuilding.

"Staff also insists that, because migrant workers presently occupy the mobile home, it is habitable. There has been no inspection of the mobile home. The roof was repaired by bolting a sheet of metal over the opening. There is no information available about the structural repairs, interior repairs, or whether it is legally "habitable." The mobile home has not been restored; it has been patched up enough to provide marginal housing for people who have no choice about where they live, this has been done without benefit of permits or inspections. Whether or not the mobile home has been rehabilitated enough to provide temporary shelter to migrant workers is not relevant to the issue of whether or not it was "destroyed" at the time it was towed away from Applicant's land as scrape.

3. Existence of the nonconforming structure is not required for its replacement.

"Staff continually requires that the home be present, sitting on its foundation to qualify for replacement. Does this mean that a home, inundated by a flood, must be repaired (because it was not destroyed) but a house swept away by a flood may not be repaired or replaced because it no longer exists. In the case of the flood, fire, or removal of the mobile home in this case, the "foundation" and plumbing connections still exist. There is no question that there was a house there before the event that destroyed it. The purpose of the law is not to take away the property rights of individuals because they were unlucky enough to loose too much of their home to the destruction they suffered.

"In this case, replacement of the structure involved having the old structure towed away. Had it been a stick built home, it would have been torn down so that rebuilding could commence. Applicant has requested permission for an apartment to be installed inside an existing barn on the property but has proposed, as an alternative, building a stick built home in approximately the same location as the mobile home. He prefers the apartment because he will not have to



cut down any of the old trees growing on the property and building a house will require some trees to be cut.

4. **The applicant commenced replacement within one year.**

"Staff states that the reconstruction did not commence within one year because no replacement permit was issued within one year from the destruction of the home. This is not in accordance with the Code. The Code sections that require a permit to be issued within one year clearly say so {11.15.2008(M)}. This section, equally clearly, says something entirely different. It does not require a broad stretch of the imagination to conclude that the drafters of the Code meant something by the use of the words they used. Certainly the ordinary person would interpret the section to mean what it says: begin reconstruction within one year, and not what Staff is insisting on: obtain a replacement permit within one year.

"Applicant began work on replacement within one year. He also applied for a permit within one year. He cleared away the debris (old home), obtained drawings of the proposed replacement dwelling, and applied for a permit to do the work, all within one year. By any ordinary definition of the work "commence" he commenced the replacement of the structure within the required time frame.

"It is Applicant's position that this home was a non-conforming use that was destroyed by a fallen tree. Applicant has made appropriate efforts to replace the use within the one year allotted by the code and should, therefore be allowed to replace the use with either the apartment within the existing barn or by a stick-built house in the approximate area where the mobile home was located.

**E. TESTIMONY AND EVIDENCE PRESENTED**

1. The exhibits listed in the Exhibit List MC 6-89, which are incorporated into this record as Exhibits "A" and "S" were reviewed by the Hearings Officer concerning this application. The application, Planning Director's Decision dated March 3, 1999, the applicant's notice of appeal, the supplemental staff report dated April 21, 1999, and Exhibits H received during this proceeding, were reviewed by the Hearings Officer.
2. A public hearing was held on April 21, 1999 and the record was left open until May 12, for the receipt of additional evidence. At the hearing the staff submitted Exhibit H1 showing a time line of various events relating to the request, and the applicant submitted Exhibits H2 containing a copy of an

invoice dated 8/29/72 for rewiring done for the mobile home and H3 containing electrical permits. Additional evidence was received on April 21:

- H4 Applicant's Addendum to Hearing Testimony.
  - H5 Oregon Department of Commerce "Label Fee" B No. 55865 dated 9/9/70 authorizing electric connection to Homette Mobile Home at Rt. Bx. 487B.
  - H6 Oregon Department of Commerce "Label Fee" B No. 112729 (undated) authorizing electrical connection for a premise at Rt. Box 487B.
  - H7 Oregon Department of Commerce Building Codes Division Electrical Permit for Robert Moar (undated and no permit number)
  - H8 Oregon Department of Commerce Permit No. B(illegible) for electrical installation for "service" dated 5/8/72. No identification of property or owner, but states "Mobile end ok."
  - H9 Oregon Department of Commerce Permit No. B55865 for electrical installation for "cover" dated 9/30/72 (no identification of property or owner)
  - H10 Burlington Electric "statement" issued to Robert & Mike - Moar Farm dated 8/29/72 for moving service to a pump and underground wire to a mobile home
  - H11 Letters from John Blackman, Bonnie Pastorino, Ray Eichner, Jack Miller, and Edgar Moar stating that a 1970 Homet has been the principal home on the property for 27-28 years.
  - H12 Letters from Joe Pastorino and Jennifer Harris stating that a tree fell through the roof and the destroying the 1970 Homet caused by a wind storm on April 20, 1997.
- 3. Virginia Dodson, County Planner, summarized the history of the application and the Staff Report. She testified that all the County was zoned by November of 1962 contained in Ordinance number 100.
  - 4. Sharon Durbin, with Jim Griffith and Associates, represented the applicant. She argued that the previously existing Homette mobile home was a non-conforming use because it's presence on the site does not conform with current EFU dwelling requirements. As evidence that the Homette mobile home was on the site before the EFU zoning code was adopted, she

submitted two exhibits, H2, an August 29, 1972 Electrical Permit and H3, a September 30, 1972 Oregon Department of Commerce electrical permit and an invoice for rewiring a mobile home dated 8/29/72. Ms. Durbin testified that they filed the application for the replacement of the non-conforming dwelling within two years of when the mobile home was towed away from the site in October of 1997 (two years would be October of 1999). She testified that the Mobile Home was lived in until April 1997.

5. The Hearings Officer stated that she had been the Hearings Officer on the former application, MC 6-98. To ease the availability of evidence she would incorporate the record of MC 6-98 into the record of MC 4-99.

## F. FINDINGS OF FACT

Multnomah County Code requirements are referenced using a **bold font**. Following each criterion are the Hearings Officer's findings of fact and conclusions.

### Multnomah County Code:

#### **11.15.8805 Restoration, Replacement or Abandonment of a Non-Conforming Use**

- A. **Restoration or replacement of a non-conforming use shall be permitted when the restoration or replacement is made necessary by fire, other casualty or natural disaster. Restoration or replacement shall be commenced within one year from the date of the occurrence of the fire, other casualty or natural disaster.**

Findings and Conclusions. ORS 215.130(5) provides that "the lawful use of any building, structure or land at the enactment or amendment of any zoning ordinance or regulation may be continued." This statute authorizes the continued use of "non-conforming uses." "A nonconforming use is a use "which lawfully existed prior to the enactment of a zoning ordinance and which may be maintained after the effective date of the ordinance although it does not comply with the use restrictions applicable to the area." *Clackamas Co. v. Holmes*, 265 Or 193, 196-197, 508 P2d 190 (1973). Subsection (6) of the statute allows the County to permit the restoration or replacement of nonconforming uses when necessitated by fire, other casualty or natural disaster, but the applicant must commence the restoration or replacement within one year from the occurrence of the fire, casualty or natural disaster. Multnomah County has implemented the statutory provisions in MCC 11.15.8805. Nonconforming uses arise from either the imposition of initial zoning or amendments to zoning that impose more restrictive requirements.

The Land Use Board of Appeals (LUBA) has identified four inquiries that a local government generally must make to decide nonconforming use applications:

"First, did the use lawfully exist at the time the zoning which first prohibited the use was applied? Second, what was the nature and extent of the use at the time it

became nonconforming? Third, if the use lawfully existed at the time restrictive zoning was applied, has the use since been discontinued or abandoned such that the right to continue as a nonconforming use was lost? Finally, if the nature and extent of the present use represents an alteration of the use in existence at the time the use became nonconforming, do those alterations comply with the standards governing alteration of nonconforming uses?" Emphasis added.

*Spurgin v. Josephine County*, 28 Or LUBA 383 (1994). The following findings and conclusions are organized according to these questions.

Both the statute and the County Code nonconforming use provisions cover nonconforming buildings and nonconforming activities. These provisions apply to four varieties of nonconforming uses:

- 1) Nonconforming buildings (such as buildings encroaching into set back requirements or buildings designed for uses that are not permitted);
- 2) Conforming uses of nonconforming buildings (such as residential occupancy of a factory in a multiple family zone);
- 3) Nonconforming uses of conforming buildings, (such as a single family house in a single family zone used for manufacturing); and
- 4) Nonconforming uses of land (such as a quarry operation, where there are no buildings and zoning does not allow quarries).

If the Homette mobile home was nonconforming, it falls into the first category. In parts of the applicants' arguments they talk about the residential use of the land as the nonconformity rather than the existence of the residential structure. Under the Code and the EFU statutes and administrative rules, residential use of land is regulated through rules applying to structures. In addition, the residential usage relates to the nature and extent of the alleged nonconforming use not to determining whether there is a nonconforming use. Therefore, the Hearings Officer found that the applicants' arguments based on the ongoing residential use on the property in unapproved structures (including recreational vehicles) were irrelevant.

Finally, the Hearings Officer notes that LUBA has stated that "[n]onconforming uses are not favored because, by definition, they detract from the effectiveness of comprehensive land use regulation. *Fraley v. Deschutes County*, 31 Or LUBA 566, 569 (1996) citing *Webber v. Clackamas County*, 42 Or App 151, 154, 600 P2d 448, rev den 288 Or 81 (1979).

The applicants' premise is that the mobile home does not meet the current Code's standards for an allowable use in the EFU zone and that they lawfully established it before the 1977 adoption of the EFU zone. The threshold issue is whether their mobile home use meets the definition of a nonconforming use. The applicant must also prove that they

lawfully established the dwelling, that a natural disaster necessitates the replacement, and that they commenced the replacement within one year.

1. Is the Dwelling Nonconforming?

A non-conforming use is defined in MCC .0010 as:

"A use to which a building . . . was put at the time this Chapter became effective and which does not conform with the use regulations of the district in which it is located."

The planning staff contends that the removed mobile home was not "non-conforming." MCC11.15.2010(C), (D), (E) and (G) allow dwellings related to farm use and MCC11.15.2010(F) and .2012(O) and (P) allow nonfarm dwellings if they meet certain criteria in the EFU zone. Those provisions allow property owners to replace an existing single family dwelling or a dwelling destroyed by casualty in the EFU zone. If the dwelling were a residential use at the time the EFU provisions became effective and if the property owner cannot replace the dwelling to "conform with the use regulations of the district in which it is located," then the use is nonconforming. Because the Code provides two methods for replacing a dwelling that conforms with the use regulations of the district, this mobile home was not a nonconforming use.

The applicant argues that the staff does not suggest any Code section under which they could approve a new dwelling on his parcel. He stated that the parcel is composed of Class II soils, defined as high-value farm land. The applicants argue that their parcel does not meet the requirements for establishing a farm dwelling, including the \$80,000 gross income requirement and the requirement that the person who produced the commodities produces the income. They stated that the parcel contains only 3 acres and its use as a farm involves an income of approximately \$95 per year in rental fees to another farm. They stated that clearing the remainder of the property would enable another 1.5 acres to be rented for approximately \$95 (assuming the farmer wants another 1.5 acres) and it would take about 57 years to recover the cost of clearing the land.

As noted, the applicants applied for approval to replace the removed mobile home and that application was denied. The application under MCC .2008(L) failed because they had removed the dwelling and therefore, it did not meet the standards for having an intact structure, and plumbing, wiring and heating systems. The application for replacing a dwelling destroyed by natural disaster under MCC .2008(M) failed because the applicant did not obtain a building permit within one year from the date of the storm that allegedly destroyed the dwelling and because the Hearings Officer determined that the dwelling was not "destroyed" because it was being occupied on another parcel. Because the applicants have been unable to find any provision in the Code that would now permit the establishment of a dwelling on this parcel, they argue that therefore, this mobile home, which they maintain was legal when constructed, is a nonconforming use.

The Hearings Officer concludes that the Code contains two provisions that would have allowed the applicant to replace the mobile home in conformance with the EFU regulations. He is now prohibited from obtaining an approval for establishing a new dwelling not by the revisions to the Code but by his failure to comply with the Code's requirements for replacement or casualty loss dwellings by removing the dwelling from the property and by failing to replace it within one year. Consequently, the Hearings Officer agrees with the staff that the adoption of the EFU zoning code did not make the mobile home a non-conforming structure.

More important, the applicants obtained land use approval for relocating the mobile home on the property after the EFU code was adopted. That land use approval changed any nonconforming status the mobile home might have had. In October 1984, the applicants obtained approval to relocate the mobile home to a different site on his property. A 1986 aerial photograph shows that the mobile home was in fact relocated to the approved site. Consequently, they lawfully established the mobile home at the location it was at when the April 20, 1997 windstorm occurred. That lawful establishment occurred after the zoning code was adopted. Consequently, they established the mobile home meeting the zoning requirements and it is therefore, not a nonconforming use but is a use lawfully permitted under the EFU zone.

This application is very similar to *Morris v. Clackamas County*, 27 Or LUBA 438 (1994). In *Morris* the code contained the same definition of a "nonconforming use." LUBA held that the county could decide that a mobile home was no longer a nonconforming use because its owners obtained approval of a permit, making use of the mobile home as a residence lawful under county zoning regulations. The Morrisses established a mobile home on unzoned property which the County later zoned to a designation that did not allow mobile homes. Later they obtained a permit authorizing use of the mobile home as a temporary health hardship residence. The county decided the mobile home was not a nonconforming use because the Morris' action to obtain a permit for the mobile home as a temporary residence changed the status of that mobile home from a nonconforming mobile to one lawfully located. The mobile home was no longer a nonconforming use because petitioners sought and obtained approval of a temporary permit, making the use lawful under county zoning regulations. After the Morrisses obtained the temporary permit, use of the 1969 mobile home as a residence met the County Code. LUBA concluded that bringing the use of the mobile home into compliance with county zoning regulations through obtaining a permit was a sufficient basis for determining the mobile home was no longer a nonconforming use.

The applicant here, obtained a permit in 1984 to relocate his mobile home and so relocated it. That permit brought the mobile home into compliance with the Code. At that point the mobile home was no longer (if it ever was) a nonconforming use.

The Conclusion that the Homette Mobile Home does not qualify as a nonconforming use determines the outcome of this application which is predicated on the premise that it qualifies as a nonconforming use. To meet the obligation to respond to all issues raised,

the Hearings Officer will continue to address the other applicable criteria and issues raised by the appellant.

b. Was the Dwelling Established Before the 1977 Zoning?

In deciding whether a property owner has established a nonconforming use and its extent, the starting point is a factual determination of what was in place on the date of the zoning that caused the alleged nonconformity. The proponent of nonconforming use status has the burden to prove that the use existed. *Lane County v. Besset*, 46 Or App 319, 612 P2d 297 (1980).

Robert Moar purchased Tax Lot 72 in 1968 and constructed his home on it. Robert Moar also purchased Tax Lot 11, adjacent to the subject Tax Lot 24, in 1968, on which there was a Champion mobile home. In the proceedings on MC 6-98, Ray Eichner, brother-in-law of Michael Moar, testified that he owned the Champion mobile home on Tax Lot 11. He testified that he sold it to a RV sales company and it was only on Tax Lot 11 for a short time. The Record on MC 6-98 contains Taxation and Assessment Department appraisal reports which show the Champion mobile home was on Tax Lot 11 until 1989. Exhibits 12 and 14.

According to Robert Moar's testimony in the proceedings on MC 6-98, he rented Tax Lot 24 from Bob and Edith Lewis from 1970 or 1971 until 1973. He testified that the Lewises placed a Homette mobile home on Tax Lot 24 in 1970 or 1971. He also testified that when he decided to buy Tax Lot 24, but before buying the property in June 1993, he applied for the electrical permit and had a new electrical system put in to serve the Homette mobile home. The applicants' Exhibits H8 and H9 contain electrical permits dated 1972 and Exhibit 10 contains an invoice for rewiring services for a mobile home in 1972. These exhibits are consistent with his testimony. The Hearings Officer notes that these Exhibits do not state for what structure they were issued. The references to "mobile end" on one permit and "mobile home" on the invoice support the applicants' representation that they were issued for the Homette mobile home. Nevertheless, that is not conclusive because there was another mobile home on their adjacent Tax Lot 11 and the permits could have been for that mobile home.

The Moar family purchased Tax Lot 24, in June 1973. The 1973 deed conveying Tax Lot 24 submitted by the applicants contains a notation that a "none farm dwelling" was on the property. The reference is under a metes and bounds legal description taped onto the deed. Robert and Edith Lewis originally owned the Homette Mobile Home on Tax Lot 24 (which is personal property, not real property), who also owned Tax Lot 24. The Moar family purchased the real property from Mr. and Mrs. Lewis in 1973. Mr. and Mrs. Lewis sold the personal property (the mobile home) to Mr. and Mrs. Shick, who rented it out, apparently to Robert Moar.

The staff questioned the authenticity of the deed notation because the "none farm dwelling" dwelling language specifically refers to the number of an administrative rule, OAR

660-33-130 that LCDC did not adopt until 1975. Information from the Oregon State Archives shows that OAR Chapter 660 did not exist until 12/31/74 (Exhibit S62). In addition, the recorded deed does not contain the paragraph that notes the dwelling. (Exhibit A53).

The Hearings Officer examined the original deed and noted that the reference to the "none farm dwelling" was underneath the taped-on copy of the legal description. Therefore it would not necessarily appear on a copy of the deed unless two copies are made exposing both the legal description and the underlying none farm dwelling reference. Although LCDC did not adopt the nonfarm dwelling regulations until 19 months after the Lewises granted the deed to Robert and Jane Moar, I found that it was likely that there was knowledge of the proposed statewide goals in June of 1973 might contain such a requirement when LCDC ultimately adopted them. In the decision on MC 6-98 I noted that the deed submitted by the applicant appeared authentic and was not persuaded that the deed notation of the "none farm dwelling" raised doubt about the authenticity of the deed notation.

In reviewing the documents again for this application, the Hearings Officer notes that the type font used for the note on the deed does not match any other font on the document, but does match the font on a tax collection bill dated December 15, 1973, discussed below. The note states that the "1970 homemett mobile . . . [is] recorded as a none farm dwelling Book 620 - page - 936." The record of MC 6-98 contains a copy of Book 640, Page 936.

The recorded document is an "Application for Special Assessment of Unzoned Land" by a different owner in a different section of a different township and range. The document has nothing to do with a Homette mobile home or any other home recorded as a nonfarm dwelling. In addition, the deed notation contains two references to the administrative rule number. The first states that it is OAR 660-33-130 and the second states that it is OAR 660-23-130. The usage of two inconsistent rule numbers is curious and might suggest lack of authenticity. More important, when comparing the deed submitted by the applicant to the recorded deed, the explanation that notation was just not visible in the staff's copy was incorrect because the staff's copy exposes all of the Book and Page number with white space to the left and below. However, the notation on the deed provided by the applicant extends all the way down to the first line in the form and occupies the white space on the recorded deed. Consequently the notation on the deed provided by the applicants was inserted there after they recorded the deed on June 6, 1973.

The applicants submitted a letter dated April 24, 1989 from the Multnomah County Department of Assessment and Taxation (A&T) notifying them that the 1987 Legislature had amended the regulations concerning valuing of home sites on lands assessed for farm use. This letter included a statement referring to the assessment of the one-acre around a "none farm dwelling." It appears more than coincidence that both the applicants' deed notation and the 1989 letter misstate "nonfarm dwelling" by stating "none farm dwelling." It appears that the applicants used the 1989 A&T letter as a source when inserting the



notation to the deed concerning a "none farm dwelling" and added the notation to his deed after April 1989. It therefore appears that they misrepresented the contents of the 1973 deed to the Hearings Officer and the County Staff. The Hearings Officer believes any misrepresentation as serious and it casts doubt on all of the applicants' unverifiable evidence. The recorded 1973 deed contains no evidence that the mobile home was on the site in 1973.

The applicant submitted a copy of a Tax Collector bill dated December 15, 1973 for Tax Lot 24 as evidence that a 1970 mobile home was on their property. Typed at the bottom of the bill is a note that states: "See acc. p200122995 for homemett 1970 -MH." There is question about the authenticity of this notation because the account number P, used to show a personal account, is in lowercase and the County uses uppercase. Second, the type face does not match any other type face on the document, although it does appear to match the font on the notation on the 1973 deed discussed above. Third, the note is typed across lines in a table. Finally, "homett" is spelled differently than in all the other A&T documents that spell it as "Homette." Consequently, the Hearings Officer concludes that this Tax Collector bill does not provide evidence that the mobile home was on the site in 1973.

The record on MC 6-98 contained A&T appraisal reports for the subject Tax Lot 24 for the years 1973 through 1976 and part of 1978 and 1977, 1978 and 1982. Exhibits S3 and S4. The appraiser found no improvements on the property during those years. This evidence suggests that if a mobile home was on the property when purchased by Mr. Moar, it was later removed.

The applicants submitted an aerial photograph dated September 18, 1975 and an accompanying diagram prepared by the applicant. This diagram shows that there was a mobile home on Tax Lot 24 placed 5 feet from the north east property line between Tax Lot 24 and Tax Lot 8. The applicants also submitted an aerial photograph dated 1977 (by the applicant) accompanied by a diagram prepared by the applicant. This diagram shows two structures on the northeast property line between Tax Lots 24 and 8, mostly on Tax Lot 24 but partly on Tax lot 8. Presumably, the larger and westerly structure is the Homette mobile home. Exhibit S61. These diagrams, produced by the applicants, suggest a structure existed on Tax Lot 24 in 1975 and 1977. The staff was unable to find the mobile home on the 1975 or 1977 aerial photograph.

There is conflicting evidence on the date the mobile home was manufactured and could have been established on the property. In the proceedings on the former application, MC 6-98, the staff introduced evidence concerning when the mobile home was manufactured, as evidence concerning when it could have been established on the property. The staff believes the manufacture date on the mobile home is 1976. If it were manufactured and placed on the property in 1976, the County would have required a building permit.

The applicant has stated it was manufactured in 1970. Exhibit S47 (MC 6-98), contains a series of photographs taken in February 1998 by a Code Enforcement inspector of the

subject mobile home. Three tags are riveted onto this mobile home. According to the staff, the manufacturer would have put on all three tags. The top tag has a manufacture date of 1970 stamped on the tag. The second tag is a Department of Motor Vehicles (DMV) plate that has an ID number stamped on it ending in "J." From the manufacturer's records the "J" ID number suggests they built the mobile home in 1976. Exhibit S60 contains a list from the manufacturer which ties the serial number letter to the manufacture date. The third tag is a UL tag that appears to say the mobile home was manufactured under standards adopted in 1974. Something partially covers the last digit, but it looks like a "4." That would suggest that the mobile home was manufactured after 1974.

All three tags are placed on the mobile home with pop rivets, which suggests that they could have been applied anytime, not necessarily by the manufacturer at the time of manufacture. In the proceedings on MC 6-98 Michael Moar, son of Robert Moar, testified that a tag welded onto the frame that states that the frame was manufactured in 1968. He argued that the manufacturer would not keep frames sitting around until 1976 or later.

Mr. Eudaly testified in the proceedings on MC 6-98 on behalf of the applicant. He testified that the applicant believes that the DMV tag probably was put on the mobile home when it was re registered in about 1976 because the original tag states that it was manufactured in 1970.

The Hearings Officer finds that the mobile home tags are not conclusive concerning the date it was manufactured, but they tend to show it was 1976.

The applicant submitted an aerial photograph dated September 17, 1984 and an accompanying diagram prepared by the applicant. On the diagram the applicant notes that the Lewises sold Tax Lot 8 and the buyers did not want to share a driveway and that Robert Moar received a letter from Multnomah County saying that the mobile home needed to be moved so that it was 20-feet or more from the property line. The diagram illustrates that the mobile home was to be relocated 65-feet from the north east property line between Tax Lots 24 and 8, and 155-feet from the southeast property line between Tax Lots 24 and 9. The staff was unable to find the mobile home on the 1984 photograph.

The applicant submitted a copy of permit No. 551784 signed by a County Planner, Irving Ewan, dated August 10, 1984 that authorized the applicant to "relocate [] mobile home on" Tax lot 24 "to meet distance from property lines." Exhibit A-54. The attached site plan shows the mobile home to be moved was located on Tax Lot 24 on the northeast property line between Tax Lot 24 and Tax Lot 8. It also shows that the site where it was to be relocated is just north of and in the center of Tax Lot 24. Exhibit A55.

In October 1985 Robert Moar took out an Exempt Farm Structure Permit for a 40- X 96- X 14-foot "metal pole building, on Tax Lot 24. His site plan for that permit shows the proposed pole barn location on the east side of Tax Lot 24 and no other improvements on Tax Lot 24. It also shows the house and a barn on Tax Lot 11. Exhibit S11.

The A&T records first show improvements on Tax Lot 24 in 1985. This is consistent with the County's permit to relocate the mobile home on Tax Lot 24 issued the prior year. The appraisal report shows a "1976 Homette" on the subject property. The dimensions were 14- X 56-feet and it had a value of \$2,000. Two recreational vehicles and a "large nonfarm related shop" were also on the property. The appraisal report shows the Homette mobile home was located at the southeast corner of Tax Lot 24, not at the center of the lot where the County approved it the previous year. Exhibit S10. Later, the A&T reports for 1988 and 1989 show Tax Lot 24 as vacant. Exhibits S13 and S15. As discussed below, this was an error, the Homette mobile home was on Tax Lot 24 during those years.

The Homette mobile home shows up on the A&T records on Robert Moar's property for 1987, 1988 and 1989, but on the adjacent Tax Lot 11 not on the subject Tax Lot 24. Exhibit 16. A "Certificate of Taxes Paid on Mobile Home" dated May 17, 1990 identifies the Homette mobile home as a 1976 model, located on Tax Lot 11 and owned by Edward and Shirley Edwards. DMV requires the certificate to be signed before they can transfer title or move a mobile home. The document notes that the purpose of the certificate was to transfer title to Wager Carey. It shows the serial number is 2FKCD3D03950289J and the identification plate number was X122995. The dimensions of the mobile home were 14-feet wide and 56-feet long. Exhibit S18. The Title Transfer Report and Intra County Movement Card again states that the Homette mobile home was a 1976 model. It shows that Edward and Shirley Schick sold the Homette mobile home to Wager Cary. Exhibit S20.

The A&T report for 1992 for Tax Lot 24 shows a mobile home was on the parcel and the remarks say that the department had "mislocated" it on Tax Lot 11 "for prior years." The report also shows a "new pole barn for 1990." Exhibit S21. A Taxation and Assessment appraisal site plan dated January 19, 1996 shows the lot contained a 40- X 72-foot storage building for three boats on the east side of Tax Lot 24, and a Homette mobile home "owned by son" with a plate number X122995 placed southeast of the central portion of the parcel, 250 feet north of a "dirt road" along the west property line. It also shows a travel trailer next to the storage barn, an "old out building" on the west property line, and a travel trailer next to it. The notes on the site plan say that the mobile home, identified as personal property account number P20012295, was in poor condition, had a hole in the roof and had an estimated 1996 value of \$1,000. The notes also say that the mobile home had one living room, one dining room, two baths and one bedroom with a total of 784 square feet. Exhibit S22.

The applicants' site plan submitted with the application for MC 6-98 and dated July 27, 1997 shows an existing mobile home on the site, but much farther to the north of the site than the mobile home was shown on the 1996 A&T appraisal site plan. It shows a 24- X 60-foot structure along the east property line, a 40- X 72-foot structure perpendicular to it, a 40- X 23-foot "farm structure" 15-feet from the west property line and a travel trail next to the 40- X 72-foot farm structure oriented east-west. The land use planning section conducted a field inspection of Tax Lot 24 on August 20, 1997. The inspection notes say three "travel trailers" were around the agricultural building two of which appeared to be

occupied. It notes no mobile home. Exhibit S24. The field inspector took photographs of Tax Lot 24 which show a metal pole barn and three travel trailers around it, but no mobile home. Exhibit S25. The planning department staff inspected again the site on February 11, 1998 and found that the Homette mobile home was not present. Photographs, dated February 11, 1998, document this. Exhibit S-37.

The applicant submitted a purported A&T System printout dated September 10, 1997 for personal property on Tax Lot 24. It states the improvement is a "1970" Homette. The authenticity of this document is questionable for several reasons. First, all other A&T documents show the Homette as a 1976 model. Second, the account number is a lowercase P, which shows a personal property account number, is not a capital as used by Multnomah County. Third, it says that Michael Moar is the owner while the County's records show that Robert Moar and Michael Moar are the owners of the real property and A&T has never listed Michael Moar as the owner of the mobile home, but list Wager Cary as the owner of the mobile home. Fourth, NW Sauvie Island Road is twice misspelled. Finally, the Tax Roll Description refers to Tax Lot 3, not Tax Lot 24. A&T System printouts, dated September 29, 1997 obtained by the planning staff show the owner of the "1976" Homette mobile home as Wager Carey and its value was \$1,000. Exhibits S-31 and 33.

The applicant stated that the mobile home was established in 1970. To prove that the Mobile home was on the subject site in the 1970s, the applicant provided statements from 10 immediate neighbors stating that they have knowledge of the existence of the residence for a 20 - 28 year period, since 1970 to 1978. The Hearings Officer finds that these statements tend to show that members of the Robert Moar family have lived in a mobile home on lands they farmed but do not provide conclusive evidence that they occupied a 1970 Homette mobile home on Tax Lot 24 because other mobile homes were on the Moar's farm during the relevant time.

The Hearings Officer finds, taking the evidence as a whole, that it is more probable than not that the Homette mobile home did not exist on Tax Lot 24 until 1984-85 when it was "relocated" there pursuant to a 1984 permit issued by Multnomah County and that it remained there until it was removed after the April 20, 1997 windstorm damaged it. Because it was not on the property on August 20, 1997, the Hearings Officer finds that it was removed before August 20, 1997, not on October 15, 1997 as stated by the applicant.

Consequently, the Hearings Officer concludes that the applicant has failed to prove that they established the mobile home on Tax Lot 24 before the County adopted EFU zoning in 1977.

c. Was the Dwelling Lawfully Established?

ORS 215.130(5) provides that a "lawful use" at the time of zoning may be continued. Because the County Code cannot exceed the authorization provided by the statute, the

lawfulness of the establishment must be included in interpreting the County code. A use established violating the zoning regulations cannot be considered a "lawful" use. The following summary of cases on this point is from the Land Use, 1994 Revision, published by the Oregon State Bar, §12.6:

In *Morrell v. County of Lane*, 46 Or App 485, 612 P2d 304 (1980), a quarry operator was found to not have a lawful use at the time of zoning because he had not obtained the required development permit prior to zoning. A portion of a slaughterhouse operation was held not entitled to nonconforming use status when the operator did not prove that required state DEQ approvals had been given. *Bennett v., Linn Co. Board of Commissioners*, 14 Or LUBA 217 (1986). In *1000 Friends of Oregon v. LCDC (LinnCo.)*, 78 Or App, 717 P2d 149 (1986), the court held invalid a county ordinance that granted nonconforming use status to uses which violated the statewide goals at the inception of the use if it complied with county regulations then in effect.

The burden of proving that a use was lawful at the time of zoning is on the proponent of the nonconforming use. *Bowman Park v. City of Albany*, 11 Or LUBA 197 (1984).

Uses are "lawful" only if they complied with zoning and other land use regulations that applied on the date the property owner established the use and they complied with the regulations that applied on the date the County changed the zoning. When the mobile home allegedly was first placed on the property in 1970, residential use was apparently allowable. The record contains no copies of the zoning or permit requirements applicable in 1970. The applicant testified in the proceedings on MC 6-98 that he had no knowledge of the lawfulness of the placement of the mobile home on the property by the Lewises.

The applicant was told by the County Records staff that they did not believe that a placement permit was required in the early 1970s and that there are very few permit records of any kind from Sauvie Island from this time. The planning staff testified that the County had enacted zoning for the area by November 1962. The staff believes building permits were required in 1970. There is a memorandum in the record from Jason Abraham, Bureau of Buildings City of Portland, which provides building services to the County, stating that septic permits were for all subsurface sewage disposal systems in Multnomah County since 1959. He stated that no septic permits have been found for either Tax Lot 11 or Tax Lot 24. He also stated that permits to place a manufactured home have been required since before the 1970s and plumbing permits were also required. Exhibit S-49.

The applicant has not provided an original building, septic or plumbing permit for the mobile home. Whether a property owner has to produce an original permit depends on when they established the dwelling on the property. In the proceedings on MC 6-98 Chuck Beasely, a County planner, testified that the County does not require an original permit for any housing established before 1960 because there was no requirement for a permit before then. It is the County staff's belief they required building permits before 1970.

The Hearings Officer finds that the planning staff is a more reliable source of historic land use requirements than the County Records staff and that direct testimony is more reliable than hearsay testimony. The Hearings Officer concludes that when the applicant contends the mobile home was located on the property at least building, plumbing and septic permits were required. The applicant has produced none of these permits. As already noted the electrical permits they did produce are not clearly for the subject Homette mobile home or its placement on Tax Lot 24. The applicants have not produced any building permit, septic or plumbing permits.

The applicant presented testimony that the County has lost or destroyed many records from "that time period." The Hearings Officer thinks it is unlikely that no building, sanitary or plumbing permit could be found if the County issued them.

The applicant argues that inferring it from his inability to produce a copy of the original 28-year-old permit that there was not one is not appropriate. He stated:

"As is often the case, there is no proof available at this time. In this case we have two permits for electrical work. The County staff has repeatedly stated that electrical work will not be signed off if there is no building (or placement) permit for the project, i.e. it is not possible to build a house and have the electrical work (or plumbing etc.) signed off unless you have a building permit for the house as a whole. One must assume that the employees of the County in the early 1970s followed their usual procedure and did not issue or sign off on electrical permits where there was no placement permit (unless there was no requirement to have a placement permit).

The Hearings Officer has found that the electrical permits do not say on their face that they were for the Homette mobile home but could have been for another mobile home on the applicants' other property. Nor do the permits establish that they were for a dwelling on the subject Tax Lot. Consequently, they provide insufficient proof that the Homette mobile Home was legally established on Tax Lot 24. The Hearings Officer believes that it is unlikely that the County would have lost all permits. Because the applicants produced none, the Hearings Officer concludes that it is more likely than not that the mobile either was not established on the parcel before 1977, or if it were, they established it without the necessary permits.

Consequently, the Hearings Officer concludes that the applicant has failed to prove that they legally established the mobile home before 1977 when the County adopted the EFU code. The evidence in the record is not persuasive that they lawfully established any dwelling use on Tax Lot 24 before the EFU regulations were adopted.

In 1984, the applicant obtained a permit from the County to relocate the mobile home on the lot. The Hearings Officer determined in Case File MC 6-98 that this was conclusive proof that the mobile home was legally on the lot when it was relocated pursuant to the 1984 land use approval. Because this permit was presumably issued according to the EFU

requirements, it lawfully established the use as of 1984. Even if the applicant could prove that the use was nonconforming in 1977, the use lost its nonconforming status when they lawfully relocated it in 1984.

d. What Were the Nature and Extent of the Alleged Nonconforming Use?

LUBA has repeatedly noted that establishing the nature and extent of a nonconforming use are "important because the protected right to continue a nonconforming use is a right to continue the nature and scope of the use that existed at the time the use became nonconforming." See *Spurge v. Josephine County*, supra; *Handgun v. Clackamas County*, 23 Or LUBA 285, 287, rev'd on other grounds 115 Or App. 117 (1992); *Warner v. Clackamas County*, 22 Or LUBA 220, 227 (1991), af'd 111 Or App. 11 (1992); *Smith v. Lane County*, 21 Or LUBA 228, 237 (1991); *City of Corvallis v. Benton County*, 16 Or LUBA 488, 497 (1988).

A nonconforming use does not confer a right to the property owner to expand the scope of the use or alter the nature of the use. The right to alter a nonconforming use, to the extent allowed, is subject to statutory standards that limit alterations. (ORS 215.130(5), (8) and (9)). An alteration of a nonconforming use may include expansion, provided the "no greater adverse impacts" standard of ORS 215.130(9) is satisfied. *Gibson v. Deschutes County*, 17 Or LUBA 692, 702 (1989). According to LUBA, the description of the nature and extent of the nonconforming use must be sufficient to avoid improperly limiting the right to continue that use or improperly allowing an alteration or expansion of the nonconforming use without subjecting the alteration or expansion to any standards that restrict alterations or expansions.

Although the applicants did not directly address this question, there is evidence in the record concerning the nature and extent of the purported nonconforming use (assuming it existed) because the nature and extent of the use never changed. The nature of the use was a mobile home structure for residential usage. The extent of the use was single family occupancy by one family in a 14 by 54-foot (784 square feet) mobile home built in 1970, having one living room, one dining room, two baths and one bedroom.

e. Was Replacement Necessitated by Natural Disaster?

A falling tree branch in the January, 1996 windstorm struck the mobile home. This branch put a hole in the roof of the home. The applicant testified that he attempted to get a permit for a replacement dwelling then but was told that the home was not destroyed and could not be replaced. Nevertheless, note that MCC .2008(L) allows the restoration or replacement of a lawfully established dwelling having an intact structure and certain plumbing, wiring and heating systems. The applicant then repaired the hole after letting the tax assessor know that the damage had reduced the value of the home.

On April 20, 1997, much more of the tree came down in a high wind and collapsed the walls and roof of the mobile home. It was not possible to completely tarp the hole during

the storm and water soaked inside ruining the press board walls and floor of the home. Michael Moar testified he lived in it when the April 20, 1997 windstorm destroyed the home. After the storm he patched the mobile home as best he could. He put a tarp over it and lived in it until he could find a new place to live. He testified that he moved out of the trailer in May of 1997.

According to the applicants, the extensive repairs needed to restore it to any use at all far exceeded its value. The applicants had the mobile home towed from the site in June or July of 1997. In September 1997 they applied for a permit for the proposed replacement dwelling that was the subject of MC 6-98. They amended that application on February 17, 1998. The County deemed it complete in April of 1998. That application was eventually denied.

Before the April 20, 1997 windstorm, the mobile home was in poor condition, had a hole in the roof and had an assessed value of only \$1,000. Also, before the April 20, 1997 windstorm unlawful residential uses of two travel trailers were occurring on Tax Lot 24. It appears that the applicant seeks any method available to legalize a residential use of the property. Nonetheless, if the property owners had a lawfully established right to a nonconforming residential use of the mobile home, the Code would allow them to replace it with a residence of the same nature if the natural disaster necessitated the replacement. A natural disaster (a windstorm) in April 20, 1997 was the event that terminated the habitability of the mobile home. However, the useful life of the mobile home appears to have run its course anyway. Was the poor condition of the mobile the major contributing cause of the damage by the windstorm?

The Hearings Officer concludes that the applicants have failed to prove that the windstorm made the proposed new stick-built dwelling necessary.

f. Was Replacement Commenced within One Year of the Natural Disaster?

The planning staff contends that the requirement that the applicant "commence" the restoration or replacement within one year of the occurrence of the natural disaster necessitating the replacement of a nonconforming dwelling means that the applicants must obtain all necessary permits within one year of the April 20, 1997 natural disaster that damaged the dwelling. Therefore, the applicant would have had to obtain all appropriate permits by April 20, 1998. No permits have been issued. It is now more than two years from the date of the occurrence of the natural disaster.

The County Code does not define the meaning of commencement. It could mean that the property owner has to obtain all necessary land use approvals within one year as the staff contends. Alternatively, it could mean that a property owner must at least apply for a building permit within the one-year limit. The applicants filed the current application, MC 4-99, on February 17, 1999, more than one year after the casualty. If the mobile home qualified as a nonconforming use and the Code were interpreted to define commencement



as requiring only an application, not receipt of a permit, the applicant still would not satisfy this portion of the requirement.

The applicants argue that the Code only requires that reconstruction must begin within one year. The applicants stated that they began work on replacing the dwelling within one year and applied for a permit within one year. They cleared away debris (the old dwelling) and obtained drawings of the proposed replacement dwelling within one year of the April 20, 1997 natural disaster. The applicants contend they made appropriate efforts to replace the use within one year from the natural disaster on April 20, 1997. Therefore, the County should allow them to replace the mobile home. The applicants argue that they have diligently and repeatedly attempted to obtain necessary land use approvals which shows that they have made a sincere, and costly, effort to replace the mobile home within the one year period. They argue that the term "commencement" cannot mean "obtain permit" because becoming involved in planning issues that easily take more than a year to resolve before a permit can be issued.

The original application for a permit to replace a dwelling or to replace a casualty loss dwelling was received on September 19, 1997 and the amended application was received on February 17, 1998. Both application dates were before the April 20, 1998 deadline. That application, MC 6-98, was denied. Therefore, no building permits were issued. Work done within the unapproved existing farm structure to create a dwelling was done without building permits and is therefore illegal. The applicants filed this application, to replace a nonconforming use, more than one year after the April 20, 1998 deadline. Under either interpretation of the Code concerning the meaning of "commencement" the applicants have failed to commence the replacement within one year. Consequently this requirement is not satisfied.

g. Destruction.

Destruction of the dwelling was an approval criterion for a replacing a dwelling destroyed by fire, other casualty or natural disaster under MCC 11.15.2008(M), applicable to Case File 6-98. Whether the mobile home was "destroyed" is not a relevant criterion to replacement of a non-conforming use. The applicants may either restore or replace a non-conforming use when "necessary" because of "fire, other casualty or natural disaster." Large branches caused the final damage or destruction to the pre-existing mobile home falling from a tree caused by a wind storm, which falls within the definition of "other casualty or natural disaster." That damage may necessitate restoration or replacement. If the dwelling qualifies as a nonconforming use the property owner may either restore or replace it if he does so within one year. The evidence and argument presented concerning destruction is not relevant to this application.

f. Dwelling is Not Now Existing on the Property.

The mobile home is not now existing on the property, but was moved to another location on Sauvie Island. In this application, the applicant takes issue with the staff's references

to the mobile home not being present on the property. The existence of an intact structure having certain plumbing, wiring and heating systems is a requirement for approval of a replacement dwelling under MCC .2008(L). However, existence of the structure is not a requirement for approval to replace a non-conforming structure necessitated by a natural disaster.

- (B) If a non-conforming structure or use is abandoned or discontinued for any reason for more than two years, it shall not be reestablished unless the resumed use conforms with the requirements of this code at the time of the proposed resumption.**

Findings and Conclusions. This section is not applicable because the Hearings Officer has concluded that the mobile home was not a nonconforming structure or use.

Section .8805 prohibits the resumption of a nonconforming use that a property owner has abandoned or discontinued for more than two years. Stated conversely, it implies this section provides that a property owner can reestablish a nonconforming use within two years after they have abandoned or discontinued it. The applicants seek to use this provision as an alternative basis to replace the former mobile home. Unlike the language in subsection (A) that authorizes the "restoration or replacement" of a nonconforming use, this subsection (B) uses the term "reestablish." Reestablishing what the property owner previously discontinued or abandoned does not include building something new having a greater nature or extent of use at the same location, nor does it include building something new at a different location having a greater nature or extent of use.

Abandonment and discontinuance are two distinct concepts, neither of which is defined by the Code.

a. Abandonment.

The Oregon Supreme Court has defined abandonment to mean the voluntary relinquishment of a known right. *Rencken v. Young*, 300 Or 352, 357, 711 P2d 954 (1985).

The applicant argues that they have not abandoned the use, stating: "[w]hile working on plans and obtaining a permit, RVs have been used as living quarters on the property and the residential use has been continued throughout the period of restoration." The Hearings Officer is persuaded that the applicant did not intend to relinquish his right to residential use of the property. Consequently, they did not abandon the use.

b. Discontinued.

The Hearings officer interprets the term "discontinued" to mean that a nonconforming residential use is "discontinued" if a nonconforming dwelling was not resided in for the requisite two-year period. According to Michael Moar, who lived in the mobile home at the time of the April 20, 1997 windstorm which damaged the mobile home, he moved out of it

in May of 1997. There was no evidence presented that they occupied it on the property after that. Therefore, the Hearings Officer concludes that they discontinued the residential use of the mobile home on this property in May of 1997. Any occupancy that occurred on the property after that date was in recreational vehicles. However, any residential use of the recreational vehicles was not a lawful use, as the record establishes that they did not seek or obtain zoning approval to place a travel trailer(s) on the property. The unlawful location of recreational vehicles cannot maintain a nonconforming residential use on the property for residential use. While there may be evidence establishing that the applicant intended to maintain residential use of the property, that evidence does not support a finding that a nonconforming residential use of property was not lost when two years have run from the date that they discontinued the nonconforming use. It is two years this month from the date the alleged nonconforming use was discontinued.

If they have abandoned or discontinued the nonconforming use for the two-year period, they may not reestablish it. Although the applicant may not have abandoned the use, they discontinued the use of the mobile home for the two years. Consequently the applicant has not met the requirements of section (B).

#### **11.15. 9052 Violations and Enforcement**

##### **(B) Compliance Required**

**No application for use or development of land shall be approved for a site which is subject to an enforcement action pursuant to the provisions of this section. A permit for the use or development of land may only be issued if it is necessary to correct the land use violation contained in the Notice of Violation.**

Findings and Conclusions. The County mailed a Notice of Zoning Violation (ZV 98-04) to the property owners on February 12, 1998. The notice cited that "the County has no records of approving an accessory structure, use of an accessory structure as a single family dwelling or use of travel trailers for dwellings." None of these violations have been corrected since the letter was mailed. This application does not correct these violations. The Hearings Officer therefore, cannot approve the application.

#### **G. CONCLUSION**

Based on the above information, the mobile home does not qualify as a non-conforming use. They have not proved that it ever qualified as a nonconforming use. Nevertheless, even if it did, its nonconforming status was lost when they lawfully relocated it in 1984 under the EFU code. In addition, the property is subject to an enforcement action because there is an unauthorized structure and unauthorized residential uses of travel trailers occurring on the lot. The application, even if it were approved, does not correct those land use violations and pursuant to MCC 11.15.9052 has to be denied.

**H. HEARINGS OFFICER DECISION**

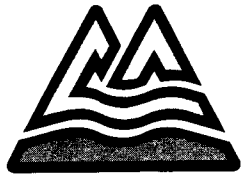
Based on the findings stated above, and the substantial evidence presented, the Hearings Officer hereby denies the request for replacement of a nonconforming use under the provisions of MCC 11.15.8805.

IT IS SO ORDERED, this 2<sup>nd</sup> day of June 1999.

*Deniece B. Won*

Deniece B. Won, Hearings Officer





# MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES  
TRANSPORTATION DIVISION  
1600 SE 190TH AVENUE  
PORTLAND, OREGON 97233  
(503) 248-5050

BOARD OF COUNTY COMMISSIONERS  
BEVERLY STEIN • CHAIR • 248-3308  
DIANE LINN • DISTRICT 1 • 248-5220  
SERENA CRUZ • DISTRICT 2 • 248-5219  
LISA NAITO • DISTRICT 3 • 248-5217  
SHARRON KELLEY • DISTRICT 4 • 248-5213

## MEMORANDUM

**TO:** BOARD OF COUNTY COMMISSIONERS

**FROM:** Harold Lasley, Transportation Director  
Bob Thomas, Support Services Manager RCT

**TODAY'S DATE:** June 17, 1999

**REQUESTED PLACEMENT DATE:** July 1, 1999

**RE:** Proposed Amendment to IGA with City of Portland for FY99-00 maintenance of county roads in unincorporated western Multnomah County

**I. Recommendation/Action Requested:**

The Department of Environmental Services recommends approval of Amendment No. 1 to an Intergovernmental Agreement with the city of Portland for maintenance of county roads in unincorporated western Multnomah County during FY1999-2000.

**II. Background/Analysis:**

In 1984, Multnomah County and the city of Portland agreed that the City would maintain, through an IGA, all county roads in unincorporated western Multnomah County that were within the Urban Services Boundary. The city of Portland did not receive compensation for these services, since the area was presumed to be annexed to the city shortly. Annexation has proceeded very slowly and the city elected to inform the county that effective July 1, 1997, it would no longer maintain these roads. During 1997, representatives of the city and county have been meeting working out the terms of this proposed IGA. In June 1997 and June 1998, the Board approved this IGA that authorized the city of Portland to maintain these roads during FY1998-99. This Amendment to that IGA authorizes Portland to maintain the area for an additional year.

**III. Financial Impact:**

The city agreed to maintain the roads during FY1997-98 and FY1998-99 for approximately \$360,505 annually. Most of this compensation was in the form of semi-annual lump sums. Some emergency maintenance and tree trimming services were billed on a per hour basis.

Actual cost for services provided by Portland was less than that paid by the County under terms of the IGA. Under this Amendment, Multnomah County will be credited for all that it has already paid the city toward those services and charges to the County will be based on the balance of credits less actual costs since the City services began in July 1997. The Transportation Division has budgeted \$115,000 for FY1999-2000 which should cover anticipated net charges to the County.

IV. Legal Issues:

None.

V. Controversial Issues:

None

VI. Link to Current County Policies:

This IGA is an extension of the county policy set in 1983 and 1984 concerning the maintenance of county roads within the Urban Services Boundary.

VII. Citizen Participation:

None.

VIII. Other Government Participation:

City officials from at least two bureaus and the Office of Transportation were active in negotiations with the county for the IGA and subsequent Amendment. This Amendment is now being moved through the City Council for approval on June 22, 1999.

# MULTNOMAH COUNTY CONTRACT APPROVAL FORM

Pre-approved Contract Boilerplate (with County Counsel signature) ☐ Attached ☒ Not Attached Contract #: 301588  
Amendment #: 1

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Revenue not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Intergovernmental Agreement (IGA) not to exceed \$50,000 <input type="checkbox"/> Expenditure <input type="checkbox"/> Revenue <input type="checkbox"/> Architectural & Engineering not to exceed \$10,000 (for tracking purposes only)	<input type="checkbox"/> Professional Services that exceed \$50,000 or awarded by RFP or Exemption (regardless of amount) <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 that exceeds \$50,000 or awarded by RFP or Exemption (regardless of amount)	<input checked="" type="checkbox"/> Intergovernmental Agreement (IGA) that exceeds \$50,000 <input type="checkbox"/> Expenditure <input type="checkbox"/> Revenue <div style="text-align: center; font-weight: bold;">                         APPROVED MULTNOMAH COUNTY                          BOARD OF COMMISSIONERS                          AGENDA # C-21 DATE 7/8/99                          DEB BOGSTAD                          BOARD CLERK                     </div>

Department: Environmental Services Division: Transportation Division Date: June 16, 1999  
 Originator: Bob Thomas Phone: 24805050 x29642 Bldg/Rm: 425/Bob Thomas  
 Contact: Cathey Kramer Phone: X22589 Bldg/Rm: 455/Yeon

Description of Contract: Amendment No. 1 to Intergovernmental Agreement with City of Portland for maintenance of county roads in unincorporated western Multnomah County during FY99-00.

RENEWAL: ☐ PREVIOUS CONTRACT #(S): \_\_\_\_\_  
 RFP/BID: \_\_\_\_\_ RFP/BID DATE: \_\_\_\_\_  
 EXEMPTION #/DATE: \_\_\_\_\_ EXEMPTION EXPIRATION DATE: \_\_\_\_\_ ORS/AR #: \_\_\_\_\_  
 CONTRACTOR IS: ☐ MBE ☐ WBE ☐ ESB ☐ QRF ☐ N/A ☐ NONE (Check all boxes that apply)

Contractor City of Portland/Office of Transportation Address 1120 SW 5th Ave., Rm 702 Portland, OR 97204-1914 Attn: Mark Lear Phone 823-7604 Employer ID# or SS# _____ Effective Date July 1, 1999 Termination Date June 30, 2000 Original Contract Amount \$ 360,505.00 Total Amt of Previous Amendments \$ _____ Amount of Amendment \$ 115,000.00 Total Amount of Agreement \$ 475,505.00	Remittance address _____ (If different) _____ Payment Schedule / Terms <input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt <input type="checkbox"/> Monthly \$ _____ <input type="checkbox"/> Net 30 <input type="checkbox"/> Other \$ _____ <input type="checkbox"/> Other <input type="checkbox"/> Requirements Not to Exceed \$ _____ Encumber <input type="checkbox"/> Yes <input type="checkbox"/> No
---	--

**REQUIRED SIGNATURES:**

Department Manager <i>[Signature]</i>	DATE 6/18/99
Purchasing Manager _____	DATE _____
County Counsel <i>[Signature]</i>	DATE 6/25/99
County Chair <i>[Signature]</i>	DATE July 8, 1999
Sheriff _____	DATE _____
Contract Administration _____	DATE _____
(Class I, Class II Contracts only)	

LGFS VENDOR CODE						DEPT REFERENCE					
LINE #	FUND	AGENCY	ORG	SUB ORG	ACTIVITY	OBJ/ REV	SUB OBJ	REP CAT	LGFS DESCRIPTION	AMOUNT	INC DEC
01	150	030	6410			6190				75,000.00	
02	150	030	6510			6190				40,000.00	
03											

Exhibit A, Rev. 3/25/98 DIST: Originator, Accts Payable, Contract Admin - Original If additional space is needed, attach separate page. Write contract # on top of page.



**CONTRACT AMENDMENT NO. 1 TO INTERGOVERNMENTAL AGREEMENT  
Westside Maintenance Agreement  
COUNTY NO. 301588 and CITY NO. 51062**

This is an amendment to Intergovernmental Agreement No. 51062 (Portland), and No. 301588 (Multnomah County), as follows:

Under Section V: TERM, amend to read:

- A. The term of this agreement shall be from July 1, 1999 to and including June 30, 2000, unless sooner terminated or renewed under the provisions hereof.
- B. Termination. Each party reserves the right to terminate this agreement with 60-days written notice to the other, and may terminate this agreement for any reason(s) deemed appropriate based on the sole discretion of the party requesting termination.

Under SECTION VI: Compensation, amend to read:

**SECTION VI: COMPENSATION**

The County agrees to compensate the City as follows:

- 1. For services provided by City personnel, with the exception of snow and ice response, the County will pay the City for all work on a time and materials basis when ever possible. Where it is determined to be impractical to track activities (such as street sweeping) on a time and materials basis, the County will pay the City a prorated amount of the total cost of the activity based on the amount of work performed inside the pocket areas as compared to the total work performed.
- 2. For services provided by contractors working for the City, the County will pay the City a prorated amount of the total contract cost based on the amount of work performed inside the pocket areas as compared to the total work performed.
- 3. For snow and ice response by City crews the County will pay the City an annual amount of \$3,500.
- 4. The City's services provided under this agreement will be billed quarterly and collected in accordance with City Code 5.48.040.
- 5. In fiscal years 1998 and 1999, County payments exceeded the cost of services provided by the City. The City will reduce quarterly billings in fiscal year 2000 by overpayments in fiscal years 1998 and 1999.
- 6. Without agreement from the County, the City will not do more than \$360,000 of work, in fiscal year 2000, in the Westside Contract Maintenance Service Area.
- 7. If this agreement is terminated by either party, the quarterly payments for Roadway Maintenance Services, will be pro-rated from the first of the quarter to the date the agreement is terminated. Services that are billed on a time and materials basis will not be pro-rated.

All other terms and conditions of the referenced intergovernmental agreement, excepted as amended herein, shall remain in full force and effect.

---

**CONTRACTOR DATA AND SIGNATURE**

---

Contractor Address: 1120 SW 5th Avenue, Portland OR 97204-1914

Federal Tax ID# or Social Security #: N/A

Is Contractor a nonresident alien? ☐ Yes ☒ NoBusiness Designation (check one): ☐ Sole Proprietorship ☐ Partnership  
☐ Corporation-for profit ☐ Corporation-non-profit  
☒ Other [describe here: Governmental Agency]

Federal tax ID numbers or Social Security numbers are required pursuant to ORS 305.385 and will be used for the administration of state, federal and local laws. Payment information will be reported to the Internal Revenue Service under the name and Federal tax ID number or, if none, the Social Security number provided above.

\_\_\_\_\_  
Signature\_\_\_\_\_  
Commissioner of Public Safety\_\_\_\_\_  
Title\_\_\_\_\_  
Charlie Hales\_\_\_\_\_  
Name (please print)\_\_\_\_\_  
Date\_\_\_\_\_  
Signature\_\_\_\_\_  
Auditor\_\_\_\_\_  
Title\_\_\_\_\_  
Gary Blackmer\_\_\_\_\_  
Name (please print)\_\_\_\_\_  
Date

APPROVED AS TO FORM:

\_\_\_\_\_  
Signature\_\_\_\_\_  
City Attorney\_\_\_\_\_  
Title\_\_\_\_\_  
Linda Meng\_\_\_\_\_  
Name (please print)\_\_\_\_\_  
Date

NOTE: Contractor must also sign Exhibit 3 and (if attached) Exhibit 4.

---

**MULTNOMAH COUNTY SIGNATURE**

---

(This contract is not binding on the County until signed by the Chair or the Chair's designee)

\_\_\_\_\_  
County Chair or Designee\_\_\_\_\_  
July 8, 1999\_\_\_\_\_  
Date

---

**Department and County Counsel Approval and Review**

---

Approved: \_\_\_\_\_

\_\_\_\_\_  
Department Director or Designee\_\_\_\_\_  
6/18/99\_\_\_\_\_  
Date

Reviewed: \_\_\_\_\_

\_\_\_\_\_  
Assistant County Counsel\_\_\_\_\_  
6/25/99\_\_\_\_\_  
Date

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # C-21 DATE 7/8/99  
DEB BOGSTAD  
BOARD CLERK

MEETING DATE: JUL 08 1999

AGENDA NO: C-22

ESTIMATED START TIME: 9:30

(Above Space for Board Clerk's Use ONLY)

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

**SUBJECT:** Approval of Supplemental No. 12 to IGA 3012987 for Street Maintenance Services for the City of Troutdale

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

Requested by: \_\_\_\_\_

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

**REGULAR MEETING** Date Requested: As soon as possible

Amount of Time Needed: CONSENT CALENDAR

**DEPARTMENT:** Environmental Services **DIVISION:** Transportation Division

**CONTACT:** Don Newell **TELEPHONE #:** x29611

**BLDG/ROOM #:** #425/Yeon

**PERSON(S) MAKING PRESENTATION:** N/A

**ACTION REQUESTED:**

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

**SUGGESTED AGENDA TITLE:**

Approval of Supplemental No. 12 to Intergovernmental Agreement No. 3012987 for Multnomah County to provide street maintenance services for the City of Troutdale.

7/14/99 ORIGINALS TO CATHEY KRAMER

**SIGNATURES REQUIRED:**

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

**OR**

**DEPARTMENT MANAGER:** L. E. Nicholas

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277

MULTNOMAH COUNTY  
OREGON  
99 JUN 15 11 05  
COUNTY COMMISSIONER'S  
OFFICE



## MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES  
TRANSPORTATION DIVISION  
1600 SE 190TH AVENUE  
PORTLAND, OREGON 97233  
(503) 248-5050

BOARD OF COUNTY COMMISSIONERS  
BEVERLY STEIN • CHAIR • 248-3308  
DIANE LINN • DISTRICT 1 • 248-5220  
SERENA CRUZ • DISTRICT 2 • 248-5219  
LISA NAITO • DISTRICT 3 • 248-5217  
SHARRON KELLEY • DISTRICT 4 • 248-5213

June 15, 1999

City of Troutdale  
Troutdale Road Maintenance  
104 SE Kibling Avenue  
Troutdale, OR 97060-2099

RE: Inspection of SE 19<sup>th</sup> Street, SE 18<sup>th</sup> Street, SE 19<sup>th</sup> Place, and SE 18<sup>th</sup> Place

To Whom It May Concern:

Don Hauskins and I inspected SE 19<sup>th</sup> Street, SE 18<sup>th</sup> Street, SE 19<sup>th</sup> Place and SE 18<sup>th</sup> Place on Friday, June 11, 1999. We concurred that grinding out most of the fractured areas and paving before the complete overlay would increase the possibilities for its lasting a long time. The area on SE 18<sup>th</sup> Street, close to Sandy Court that is badly cracked, should be ground out and a layer of geofabric, such as "Amopave," be installed before paving and then overlay complete street.

It is my opinion that this repair would hold up for a number of years because the traffic loading is lightweight. To do a complete repair would require that the pavement and base rock be removed and some drainage work be done. Then, a subgrade geotextile would be installed and new base rock be placed and compacted and then repaved.

If you have any questions, please call me at (503) 248-5050 x29628.

Sincerely,

Michael Phillips  
Engineer Design Administrator

MPBA0001.LTR (H0000)

# MULTNOMAH COUNTY CONTRACT APPROVAL FORM

Pre-approved Contract Boilerplate (with County Counsel signature) ☐ Attached ☐ Not Attached

Contract #: 3012987  
Amendment #: 12

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Revenue not to exceed \$50,000 (and not awarded by RFP or Exemption) <input checked="" type="checkbox"/> Intergovernmental Agreement (IGA) not to exceed \$50,000 <input type="checkbox"/> Expenditure <input checked="" type="checkbox"/> Revenue <input type="checkbox"/> Architectural & Engineering not to exceed \$10,000 (for tracking purposes only)	<input type="checkbox"/> Professional Services that exceed \$50,000 or awarded by RFP or Exemption (regardless of amount) <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 that exceeds \$50,000 or awarded by RFP or Exemption (regardless of amount)	<input type="checkbox"/> Intergovernmental Agreement (IGA) that exceeds \$50,000 <input type="checkbox"/> Expenditure <input type="checkbox"/> Revenue <div style="text-align: center;"> <b>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</b>  <b>AGENDA # C-22 DATE 7/8/99</b>  <b>DEB BOGSTAD</b>  <b>BOARD CLERK</b> </div>

Department: Environmental Services	Division: Transportation Division	Date: 6/15/99
Originator: Don Newell	Phone: x29611	Bldg/Rm: 425/Yeon
Contact: Cathey Kramer	Phone: X22589	Bldg/Rm: 455/Yeon

Description of Contract: Supplemental Agreement (No. 12) with the City of Troutdale for Multnomah County to perform certain maintenance functions on city streets

RENEWAL: ☐ PREVIOUS CONTRACT #(S): \_\_\_\_\_  
 RFP/BID: \_\_\_\_\_ RFP/BID DATE: \_\_\_\_\_  
 EXEMPTION #/DATE: \_\_\_\_\_ EXEMPTION EXPIRATION DATE: \_\_\_\_\_ ORS/AR #: \_\_\_\_\_  
 CONTRACTOR IS: ☐ MBE ☐ WBE ☐ ESB ☐ QRF ☐ N/A ☐ NONE (Check all boxes that apply)

<b>Contractor</b> City of Troutdale <b>Address</b> 104 SE Kibling Avenue Troutdale, OR 97060 James Galloway <b>Phone</b> (503) 665-5175 <b>Employer ID# or SS#</b> _____ <b>Effective Date</b> July 1, 1999 <b>Termination Date</b> June 30, 2000 <b>Original Contract Amount \$</b> _____ <b>Total Amt of Previous Amendments \$</b> _____ <b>Amount of Amendment \$</b> 126,537 <b>Total Amount of Agreement \$</b> _____	<b>Remittance address</b> _____ (If different) <b>Payment Schedule / Terms</b> <input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt <input checked="" type="checkbox"/> Monthly \$ as work is performed <input type="checkbox"/> Net 30 <input type="checkbox"/> Other \$ _____ <input type="checkbox"/> Other <input type="checkbox"/> Requirements Not to Exceed \$ _____ <b>Encumber</b> <input type="checkbox"/> Yes <input type="checkbox"/> No
--	---

**REQUIRED SIGNATURES**

Department Manager <i>[Signature]</i>	DATE 6/17/99
Purchasing Manager <i>[Signature]</i>	DATE
County Counsel <i>[Signature]</i>	DATE 6/25/99
County Chair <i>[Signature]</i>	DATE July 8, 1999
Sheriff <i>[Signature]</i>	DATE
Contract Administration <i>[Signature]</i>	DATE

LGFS VENDOR CODE						DEPT REFERENCE					
LINE #	FUND	AGENCY	ORG	SUB ORG	ACTIVITY	OBJ/ REV	SUB OBJ	REP CAT	LGFS DESCRIPTION	AMOUNT	INC DEC
01	150	030	6410			2775					
02											
03											

Exhibit A, Rev. 3/25/98 DIST: Originator, Accts Payable, Contract Admin - Original If additional space is needed, attach separate page. Write contract # on top of page.

## SUPPLEMENT NO. 12

to

Agreement No. 3012987 dated July 1, 1987, the "Agreement" herein, between Multnomah County, a Home Rule Political Subdivision of the State of Oregon, hereinafter referred to as "County," and City of Troutdale, a municipal corporation, hereinafter referred to as "City."

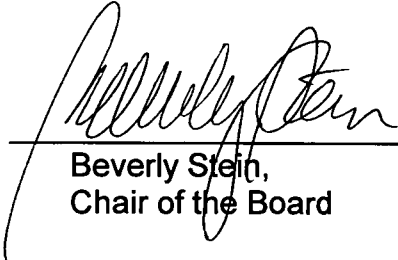
The Agreement by its terms expires on June 30, 1999.

It is hereby agreed that the term thereof shall be and hereby is extended to and including June 30, 2000, and that all other terms and conditions of the original agreement thereof shall remain in full force and effect during the extended term.

City of Troutdale

By \_\_\_\_\_  
Paul Thalhofer, Mayor

Multnomah County, Oregon

  
Beverly Stein,  
Chair of the Board

By \_\_\_\_\_  
Debbie Stickney, City Recorder

REVIEWED:

THOMAS SPONSLER, County Counsel  
for Multnomah County, Oregon

By   
Deputy County Counsel

Estimated Costs Summary of  
Multnomah County's Street Maintenance Activities  
For The  
**City of Troutdale**  
Fiscal Year 1999-2000

Grand Totals of FY 99-00 Items:	<b>\$126,537</b>
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*Estimate costs for all items or activities includes mobilization, travel time and unforeseen work.*

*Labor & Equipment hours = Crew Hours*

*Calculated "Total Estimated Cost with Unforeseen Work" = Item's Sub-total with additional 15%*

### Contract Asphalt Paving

IRIS #	Street	Location	PCI	Length	AC Tons
814-100	SE 19th St	Troutdale Rd to 19th Pl	81	1,294	400
939-100	SE 19th Pl	19th St to 18st	91	238	74
818-300	SE 18th St	18th Pl to 19th Pl	85	1,125	348
818-310	SE 18th St	19th Pl to Beaver Creek	78	174	54
839-100	SE 18th Pl	19th St to 18st	98	243	75
935-110	Beaver Creek Lane	232' N of Harlow to 380' N 21st	40	713	276
935-120	Beaver Creek Lane	380' N 21st to 158' N 18th St	84	539	208
913-300	SE Sandy Ct	18th St to 120' N of 18th St	11	120	37
802-100	SW 21st St	Troutdale Rd to dead end	98	612	118
					unit totals 1,590
					unit cost \$39
					sub-total \$62,010

*All overlays are 1.5" in depth.*

*All paving work is contracted to the private sector.*

Total Estimated Cost with Unforeseen Work:	<b>\$71,312</b>
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**031 Asphalt Paving Preparation***same limits as "Contract Asphalt Paving"**Troutdale will perform necessary tree trimming activities*

<i>Activity</i>	<i>Crew/ Material</i>	<i>Amount</i>	<i>Unit Cost</i>	<i>Sub-Total</i>
031 Clean Curbs				
	Crew Hours	16	\$104	\$1,664
039 Sweeping/ Cleaning with flusher				
	Crew Hours	16	\$124	\$1,984
041 Tarpot Patching				
	Crew Hours	32	\$247	\$7,904
	1/4"-0 rock / yds	24	\$10.30	\$247
	CRS2 Asphalt Concrete/ gal	700	\$0.50	\$350
049 Grinder Patching				
Beavercreek Lane: 3'x3'; 20'x5'; 30'x5'; 28'x40'; 10'x20'; 4'x20'				
18th St, 19th St & Sandy Ct				
	Crew Hours	40	\$473	\$18,920
	Asphalt Concrete/ ton	80	\$22	\$1,760
	CRS2 Asphalt Concrete/ gal	250	\$0.50	\$125
<i>sub-total</i>				<i>\$32,954</i>

**Total Estimated Cost with Unforeseen Work:****\$37,897****043 A/C Patching**

Sandy Ave @ 4th Street

	Crew Hours	2.5	\$247	\$618
	Modified "C" AC	3	\$12	\$36
	CRS2 Asphalt Concrete/ gal	5	\$0.50	\$3
<i>sub-total</i>				<i>\$657</i>

**Total Estimated Cost with Unforeseen Work:****\$756**



## 046 Crack Sealing

Cud-de-sacs off of Evens & Lewellyn, Beaver Creek Lane, & Evens

Crew Hours	40	\$250	\$10,000
Asphalt Cubes	40	\$10.26	\$410
		<u>sub-total</u>	\$10,410

**Total Estimated Cost with Unforeseen Work: \$11,972**

## 110 Mowing

Roadside mowing and brushing of various city roads and streets twice a year - with flaggers

Crew/ Material	Amount	Unit Cost	Sub-Total
Crew Hours	25	\$80	\$2,000

**Total Estimated Cost with Unforeseen Work: \$2,300**

## Road Striping

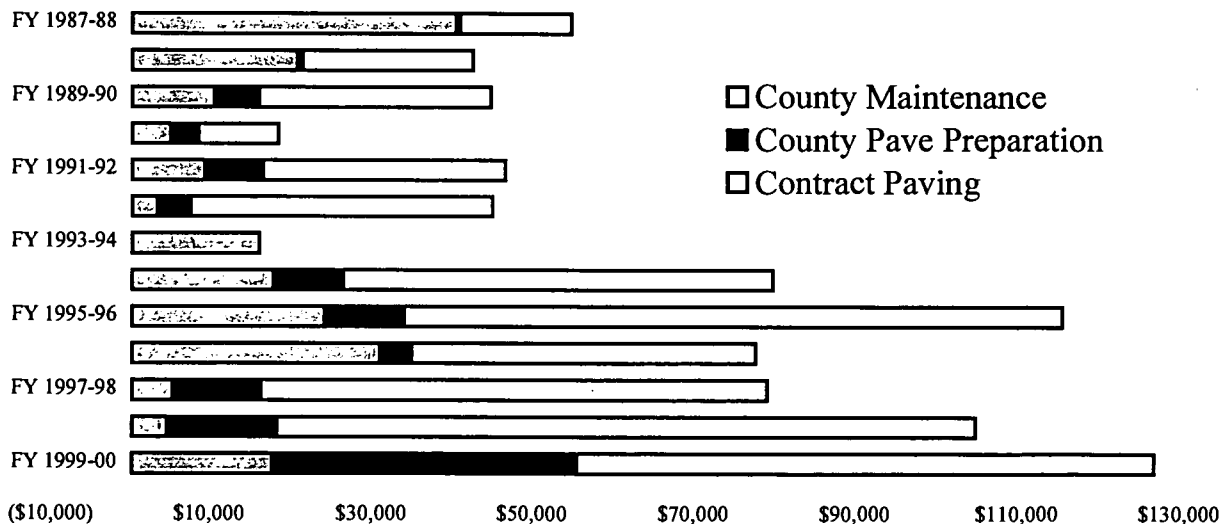
Various Roads - stripe center and shoulder lines

**Total Estimated Cost with Unforeseen Work: \$2,300**

## Emergency and Unforeseen Work

For emergency and unforeseen work as required by and agreed to by the City and the County.  
Cost to be billed at current employee, equipment, material, and overhead charges.

### Previous Years Estimates



MEETING DATE: JUL 08 1999  
AGENDA NO: C-23  
ESTIMATED START TIME: 9:30

(Above Space for Board Clerk's Use ONLY)

### AGENDA PLACEMENT FORM

SUBJECT: *Intergovernmental Agreement Between the Department of Community Justice and the City of Portland to support the Youth Gun Anti-violence Task Force.*

BOARD BRIEFING: DATE REQUESTED: \_\_\_\_\_  
REQUESTED BY: \_\_\_\_\_  
AMOUNT OF TIME NEEDED: \_\_\_\_\_

REGULAR MEETING: DATE REQUESTED: \_\_\_\_\_  
AMOUNT OF TIME NEEDED: Consent Calendar

DEPARTMENT: Community Justice DIVISION: Juvenile Community Justice

CONTACT: Joanne Fuller TELEPHONE #: 306-5599  
BLDG/ROOM #: B311

PERSON(S) MAKING PRESENTATION: Joanne Fuller

#### ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

#### SUGGESTED AGENDA TITLE:

*Intergovernmental Agreement #0010745 with the Department of State Police to accept Juvenile Accountability Block Grant funds.*

*7/14/99 ORIGINALS to Debbie Presen*

#### SIGNATURES REQUIRED:

ELECTED OFFICIAL: \_\_\_\_\_  
(OR)  
DEPARTMENT MANAGER: Eclawson/MS

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277



# MULTNOMAH COUNTY OREGON

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

BOARD OF COUNTY COMMISSIONERS  
BEVERLY STEIN • CHAIR OF THE BOARD  
DIANE LINN • DISTRICT 1 COMMISSIONER  
SERENA CRUZ • DISTRICT 2 COMMISSIONER  
LISA NAITO • DISTRICT 3 COMMISSIONER  
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

## Memorandum

June 15, 1999

To: Board of County Commissioners

From: Elyse Clawson, Director *EC/JS*  
Department of Community Justice

Subject: Approval of Intergovernmental Revenue Agreement to Accept the Juvenile Accountability Incentive Block Grant (JAIBG)

- 
- I. Recommendations/Action Requested: I recommend you approve this agreement with the Department of State Police to accept \$1,018,870.
- II. Background/Analysis: The Office of Juvenile Justice and Delinquency Prevention provides these block grant funds. The Department of State Police distributes the funds in Oregon. The block grant funds are intended for programs that promote greater accountability in the juvenile justice system. Multnomah County has worked collaboratively with the cities of Portland and Gresham to determine how the funds would be used in Multnomah County. The funds will be used as follows:
- Youth gang outreach -- contract with several community-based groups for increased outreach to youth involved with gangs. Portland Police will also hire one outreach worker.
  - Asian Learning Center -- to work with Southeast Asian youth at-risk or involved with gangs (to be operated by International Refugee Center of Oregon).
  - Youth Reception Center -- to accept and refer youth picked up by Portland Police, and who are not appropriate to be held in detention for their status offenses (operated by New Avenues for Youth).
  - Coordinate interagency anti-violence efforts -- hire one Juvenile Court Counselor to work with the Gang Resource Intervention Team and the Youth Gun Anti-Violence Task Force.
  - Prosecution of complex gang and juvenile crimes -- hire a specialist prosecutor in the District Attorney's Office to work with the Portland Police Gang Enforcement Team, Youth Gun Anti-Violence Task Force, and other similar programs.

Juvenile Accountability Incentive Block Grant

June 15, 1999

Page Two

- Tracing illegal sources of guns – hire one Senior Data Analyst with the Portland Police Bureau to establish faster automated procedures.
  - Processing juveniles taken into custody – Portland Police will purchase equipment to assure compliance with state mandate to photograph and fingerprint all youth taken into custody.
- III. Financial Impact: The agreement provides \$1,018,870 in new block grant funds. A modification of the FY 99-00 budget will be submitted separately. Local cash match of at least \$113,208 is required. Cash match will be a combination of private funds for the Youth Reception Center and State funds proposed by the Governor and anticipated to be provided in Fiscal Year 1999-2000. If State funds are not approved, the planning partners will need to work together to find additional matching funds.
- IV. Legal Issues: None identified.
- V. Controversial Issues: None identified.
- VI. Link to Current County Policies: Through prevention and direct intervention, this grant will address delinquency and violence by individual youth and those involved with gangs.
- VII. Citizen Participation: None identified.
- VIII. Other Government Participation: Federal block grant funds are passed through the Department of State Police. Multnomah County will pass through funds to both the City of Portland and Gresham. The programs to be supported by this grant were agreed upon by representatives of Portland and Gresham. The necessary Intergovernmental Agreements with the City of Portland and Gresham will follow.

# MULTNOMAH COUNTY CONTRACT APPROVAL FORM

Pre-approved Contract Boilerplate (with County Counsel signature) ☐ Attached ☒ Not Attached Contract #: 0010745  
Amendment #: \_\_\_\_\_

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Revenue not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Intergovernmental Agreement (IGA) not to exceed \$50,000 <input type="checkbox"/> Expenditure <input type="checkbox"/> Revenue <input type="checkbox"/> Architectural & Engineering not to exceed \$10,000 (for tracking purposes only)	<input type="checkbox"/> Professional Services that exceed \$50,000 or awarded by RFP or Exemption (regardless of amount) <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 that exceeds \$50,000 or awarded by RFP or Exemption (regardless of amount)	<input checked="" type="checkbox"/> Intergovernmental Agreement (IGA) that exceeds \$50,000 <input type="checkbox"/> Expenditure <input checked="" type="checkbox"/> Revenue <div style="text-align: center; font-weight: bold;">APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</div> <div style="text-align: center;">AGENDA # <u>C-23</u> DATE <u>7/8/99</u> <u>DEB BOGSTAD</u> BOARD CLERK</div>

Department: Community Justice Division: Juvenile Community Justice Date: May 25, 1999  
 Originator: Joanne Fuller Phone: 306-5599 Bldg/Rm: B311  
 Contact: Debbie Persen Phone: 248-3202 Bldg/Rm: B311

Description of Contract: This revenue Intergovernmental Agreement accepts funding from the State of Oregon for contracted services and pass-through to the Cities of Portland and Gresham for new programs for: 1) services and interventions for at-risk youth; and 2) improvements in our ability to investigate, process, and prosecute juvenile offenders.

RENEWAL: ☐ PREVIOUS CONTRACT #(S): NA  
 RFP/BID: NA RFP/BID DATE: \_\_\_\_\_  
 EXEMPTION #/DATE: NA EXEMPTION EXPIRATION DATE: NA ORS/AR #: \_\_\_\_\_  
 CONTRACTOR IS: ☐ MBE ☐ WBE ☐ ESB ☐ QRF ☒ N/A ☐ NONE (Check all boxes that apply)

Contractor <u>Department of State Police</u> Address <u>400 Public Service Building</u> <u>Salem, Oregon 97310</u> (Attention <u>Ed Riley</u> ) Phone <u>503/378-3725, ext. 4147</u> Employer ID# or SS# _____ Effective Date <u>July 1, 1999</u> Termination Date <u>June 30, 2000</u> Original Contract Amount \$ <u>\$1,018,870</u> Total Amt of Previous Amendments \$ <u>NA</u> Amount of Amendment \$ <u>NA</u> Total Amount of Agreement \$ <u>\$1,018,870</u>	Remittance address _____ (If different) _____ Payment Schedule / Terms <input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Monthly \$ _____ <input checked="" type="checkbox"/> Other \$ <u>Quarterly, as invoiced</u> <input type="checkbox"/> Due on Receipt <input type="checkbox"/> Net 30 <input type="checkbox"/> Other <input type="checkbox"/> Requirements Not to Exceed \$ _____ Encumber <input type="checkbox"/> Yes <input type="checkbox"/> No
--	--

**REQUIRED SIGNATURES:**

Department Manager <u>E. Clawson</u>	DATE <u>6-14-99</u>
Purchasing Manager _____	DATE _____
County Counsel <u>[Signature]</u>	DATE <u>6/28/99</u>
County Chair <u>[Signature]</u>	DATE <u>July 8, 1999</u>
Sheriff _____	DATE _____
Contract Administration _____	DATE _____

(Class I, Class II Contracts only)

LGFS VENDOR CODE						DEPT REFERENCE					
LINE #	FUND	AGENCY	ORG	SUB ORG	ACTIVITY	OBJ/ REV	SUB OBJ	REP CAT	LGFS DESCRIPTION	AMOUNT	INC DEC
01	156	022	2740			2104		JABG	Juv Acct Block Grant	900,363	
02	156	022	2445			2104		JABG	Juv Acct Block Grant	118,507	
03											

Exhibit A, Rev. 3/25/98 DIST: Originator, Accts Payable, Contract Admin - Original If additional space is needed, attach separate page. Write contract # on top of page.

OREGON DEPARTMENT OF STATE POLICE  
CRIMINAL JUSTICE SERVICES DIVISION  
JUVENILE ACCOUNTABILITY INCENTIVE BLOCK GRANT

GRANT AWARD CONDITIONS AND CERTIFICATIONS

PROJECT NAME:	Juvenile Accountability	GRANT NO:	#98-600
GRANTEE:	Multnomah County Department of Community Justice	FY 1998 AWARD:	\$1,018,870
ADDRESS:	1401 NE 68 <sup>th</sup> Street Portland, Oregon 97213	AWARD PERIOD:	June 1, 1999 thru June 30, 2000
PROJECT MANAGER:	Bob Robison	TELEPHONE:	(503) 248-3460 x29415
		FAX:	(503) 306-5791
FISCAL MANAGER:	Dianne Smith	TELEPHONE:	(503) 736-6096

BUDGET

INCOME

Federal Grant Funds	\$1,018,870
Required Match Funds	\$113,208
Other Match Contribution	\$21,461

TOTAL INCOME: \$1,153,539

EXPENSES

Personnel	\$272,517
Contractual Services	\$710,220
Supplies	\$ 14,128
Equipment	\$109,981
Administrative Costs	\$ 46,693

TOTAL EXPENSES: \$1,153,539

This document along with the conditions of award, the grant application attached hereto, the *Grant Management Handbook* and any other document referenced, constitutes an agreement between the Criminal Justice Services Division (CJSD) of the Department of State Police and the Grantee. No waiver, consent, modification or change of terms of this contract shall be binding unless agreed to in writing and signed by both the Grantee and CJSD. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this contract. The Grantee, by signature of its authorized representative, hereby acknowledges that he/she has read this contract, understands it, and agrees to be bound by its terms and conditions (including all references to other documents). Failure to comply with this agreement and with applicable state and federal rules and guidelines may result in the withholding of reimbursement, the termination of the agreement, denial of future grants, and/or damages to CJSD.

## CONDITIONS OF AWARD

### General Provisions

1. The Grantee agrees to operate the project as described in the application and to expend funds in accordance with the approved budget unless the Grantee receives prior written approval by CJSD to modify the project or budget. CJSD may withhold funds for any expenditure not within the approved budget or in excess of amounts approved by CJSD. Failure of the Grantee to operate the program in accordance with the written agreed upon objectives contained in the grant application and budget will be grounds for immediate suspension and/or termination of the grant agreement.
2. The Grantee agrees to comply with the provisions of all applicable state and federal laws, rules and regulations, and the most recent version of the *Grant Management Handbook* published by CJSD.
3. The Grantee agrees that all public statements referring to the project must state that funds for this project come from the U.S. Department of Justice, Office of Justice Programs, Office of Juvenile Justice and Delinquency Prevention and must state the percent or dollar amount of federal funds used in the project.
4. The Grantee agrees to maintain accounting and financial records in accordance with Generally Accepted Accounting Principles (GAAP) and the standards of the Office of Justice Programs set forth in the OJP Guideline Manual or most current version. It is the responsibility of the Grantee to obtain a copy of the OJP Guideline Manual from the Office of Justice Programs and apprise themselves of all rules and regulations set forth.
5. The Grantee acknowledges by accepting grant funds that all reported program match is in the form of a cash match. The Grantee acknowledges that all rules that apply to grant funds apply to match funds. Grant and match funds must be used only for JAIBG-funded programs during the grant period to support the goals, objectives and activities as identified in the grant application. Match funds cannot be used to support activities that are not concurrently supported by JAIBG grant funds.
6. Failure of the Grantee to submit the required financial, program or audit reports, or to resolve financial, program, or audit issues may result in the suspension of grant payments and/or termination of the grant agreement.
7. All financial records, supporting documents, statistical records and all other records pertinent to this grant or contracts under this grant shall be retained by the Grantee for a minimum of five years for purposes of State of Oregon or Federal examination and audit. CJSD, Oregon Secretary of State, and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of grantees and subgrantees which are pertinent to the grant, in order to make audits, examinations, excerpts, and transcripts. The right of access is not limited to the required retention period but shall last as long as the records are retained.
8. The Grantee shall, to the extent permitted by the Oregon Constitution and by the Oregon Tort Claims Act, defend, save, hold harmless, and indemnify the State of Oregon and CJSD, their officers, employees, agents, and members from all claims, suits and actions of whatsoever nature resulting from or arising out of the activities of Grantee, its officers, employees, subcontractors, or agents under this grant.

Grantee shall require any subcontractor to defend, save, hold harmless and indemnify the State of Oregon, Criminal Justice Services and the Oregon State Police, their officers, employees, agents, and members, from all claims, suits or actions of whatsoever nature resulting from or arising out of the activities of subcontractor under or pursuant to this grant.

Grantee shall, if liability insurance is required of any subcontractor, also require subcontractor to provide that the State of Oregon, Criminal Justice Services and Oregon State Police and their officers, employees and members are Additional Insureds, but only with respect to the subcontractor's services performed under this grant.

## Progress Reports

The Grantee agrees to submit a progress report each quarter. Progress reports must contain narrative information on the progress made to date in meeting each of the agreed upon goals and objectives. Reports must be received no later than October 31, 1999; January 31, 2000; April 30, 2000; and July 31, 2000. Any progress report that is outstanding for more than one month past the due date may cause the suspension and/or termination of the grant. Grantee must receive prior written approval from CJSD to extend a progress report requirement past its due date. Financial reimbursements will not be made unless the respective progress report has been submitted.

## Financial Reimbursement Reports

1. In order to receive reimbursement, the Grantee agrees to submit the original signed Requests for Reimbursement (RFR) which includes supporting documentation for all grant and match expenditures. RFRs must be received no later than October 31, 1999; January 31, 2000; April 30, 2000; and July 31, 2000. Reimbursements for expenses will be withheld if progress reports are not submitted by the specified dates or are incomplete. Any RFR that is outstanding for more than one month past the due date may cause the suspension and/or termination of the grant. Grantee must receive prior written approval from CJSD to extend an RFR requirement past its due date.
2. Reimbursement rates for travel expenses shall not exceed those allowed by the State of Oregon. Requests for reimbursement for travel must be supported with a detailed statement identifying the person who traveled, the purpose of the travel, the times, dates, and places of travel, and the actual expenses or authorized rates incurred.
3. When requesting reimbursement for equipment costing over \$5,000, the Grantee agrees to provide a description of the equipment, purchase price, date of purchase, and identifying numbers if any.
4. Reimbursements will only be made for actual expenses incurred during the grant period. The Grantee agrees that no grant funds may be used for expenses incurred before June 1, 1999 or after June 30, 2000.
5. Grantee shall be accountable for and shall repay any overpayment, audit disallowance's or any other breach of grant that results in a debt owed to the Federal Government. CJSD shall apply interest, penalties, and administrative costs to a delinquent debt owed by a debtor pursuant to the Federal Claims Collection Standards and OMB Circular A-129.

## Supplanting

1. The Grantee certifies that federal funds will not be used to supplant state or local funds, but will be used to increase the amount of funds that, in the absence of federal aid, would be made available to the grantee to fund projects within the JAIBG program guidelines.
2. The Grantee certifies that match funds required to pay the non-Federal portion of the project shall be in addition to funds that would otherwise be made available to fund projects within the JAIBG program guidelines.

## Audit Report

Non-federal entities that *expend* \$300,000 or more in Federal funds (from all sources) in the organization fiscal year shall have a single organization-wide audit conducted in accordance with the provisions of OMB Circular A-133. Copies of all audits must be submitted to CJSD within 30 days of completion. Non-federal entities that expend less than \$300,000 a year in Federal funds are exempt from Federal audit requirements for that year. Records must be available for review or audit by appropriate officials including the Federal agency, pass through entity, and General Accounting Office (GAO).

Audit costs for audits not required in accordance with OMB Circular A-133 are unallowable. If the grantee did not expend \$300,000 or more in Federal funds in its fiscal year, but contracted with a certified public accountant to perform an audit; these costs may not be charged to the grant.



## Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

(The following is required by the regulations published May 26, 1988, implementing Executive Order 12549, Debarment and Suspension, under 28 CFR Part 69 and 28 CFR Part 67.) The grantee certifies by accepting grant funds that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, nor voluntarily excluded from participation in this transaction by any Federal department or agency.

### Grantee Compliance

The grantee agrees to comply with all applicable laws, regulations, and guidelines of the State of Oregon, the Federal Government and CJSJ in the performance of this agreement, including but not limited to:

- (a) The provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Non-Discrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures, and Federal laws or regulations applicable to Federal assistance programs.
- (b) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646).
- (c) Section 102(a) of the Flood Disaster Protection Act of 1973, P.L. 93-234, 87 Stat. 97, approved December 31, 1976.
- (d) Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.)
- (e) National Environmental Policy Act of 1969, 42 USC pars. 4321 et seq.
- (f) Flood Disaster Protection Act of 1973, 42 USC pars. 4001 et seq.
- (g) Clean Air Act of 1970, 42 USC pars. 7401 et seq.
- (h) Clean Water Act, 33 USC pars. 1368 et seq.; Executive Order 11738; and EPA regulations (40 CFR Part 15)
- (i) Federal Water Pollution Control Act of 1948, as amended, 33 USC pars. 1251 et seq.
- (j) Safe Drinking Water Act of 1974, 42 USC pars. 300f et seq.
- (k) Endangered Species Act of 1973, 16 USC pars. 1531 et seq.
- (l) Wild and Scenic Rivers Act of 1968, as amended, 16 USC pars 1271 et seq.
- (m) Historical and Archaeological Data Preservation Act of 1960, as amended, 16 USC pars. 469 et seq.
- (n) Coastal Zone Management Act of 1972, 16 USC pars. 1451 et seq.
- (o) Coastal Barrier Resources Act of 1982, 16 USC pars. 3501 et seq.
- (p) Indian Self-Determination Act, 25 USC par. 450f.
- (q) Intergovernmental Cooperation Act of 1968, 42 USC 4201 et seq.
- (r) Hatch Political Activity Act of 1940, as amended, 5 USC pars. 1501 et seq.
- (s) Animal Welfare Act of 1970, 7 USC pars. 2131 et seq.
- (t) Demonstration Cities and Metropolitan Development Act of 1966, 42 USC pars. 3301 et seq.
- (u) Federal Fair Labor Standards Act of 1938 (as appropriate), as amended, 20 USC pars. 201 et seq.

### **Certification of Non-discrimination**

The grantee, and all its subgrantees and contractors, certifies that no person shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in connection with any activity funded under this agreement on the basis of race, color, age, religion, national origin, handicap, or gender. The grantee, and all its subgrantees and contractors, assures compliance with the following laws:

- a. Non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended;
- b. Title IV of the Civil Rights Act of 1964, as amended;
- c. Section 504 of the Rehabilitation Act of 1973, as amended;
- d. Title II of the Americans with Disabilities Act (ADA) of 1990,
- e. Title IX of the Education Amendments of 1972;
- f. The Age Discrimination Act of 1975;
- g. The Department of Justice Nondiscrimination Regulations 28 CFR Part 42, Subparts C, D, E, and G;
- h. The Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.

In the event that a Federal or State court or administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, age, religion, national origin, handicap or gender against the grantee or any of its subgrantees, the grantee or any of its subgrantees will forward a copy of the finding to the Criminal Justice Services Division (CJSD). CJSD will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

### **Equal Employment Opportunity Program**

If the grantee, or any of its subgrantees, has 50 or more employees, is receiving more than \$25,000 pursuant to this agreement, and has a service population with a minority representation of three percent or more, the grantee, or any of its subgrantees, agrees to formulate, implement and maintain an equal employment opportunity program relating to employment practices affecting minority persons and women. If the grantee, or any of its subgrantees, has 50 or more employees, is receiving more than \$25,000 pursuant to this agreement, and has a service population with a minority representation of less than three percent, the grantee or any of its subgrantees, agrees to formulate, implement and maintain an equal employment opportunity program relating to its practices affecting women. The grantee, and any of its subgrantees, certifies that an equal employment opportunity program as required by this section will be in effect on or before the effective date of this agreement. Any grantee, and any of its subgrantees, receiving more than \$500,000, either through this agreement or in aggregate grant funds in any fiscal year, shall in addition submit a copy of its equal employment opportunity plan at the same time as the application submission, with the understanding that the application for funds may not be awarded prior to approval of the grantee's, or any of its subgrantees', equal employment opportunity program by the Office for Civil Rights, Office of Justice Programs, Bureau of Justice Assistance.

## Certification Regarding Drug Free Workplace Requirements

The grantee certifies that it will provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing a drug-free awareness program to inform employees about:
  1. The dangers of drug abuse in the workplace;
  2. The grantee's policy of maintaining a drug-free workplace;
  3. Any available drug counseling, rehabilitation, and employee assistance programs; and
  4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- c. Requiring that each employee engaged in the performance of the grant be given a copy of the employer's statement required by paragraph (a).
- d. Notifying the employee that, as a condition of employment under the award, the employee will:
  1. Abide by the terms of the statement; and
  2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace not later than five days after such conviction.
- e. Notifying the grantee within ten days after receiving notice from an employee or otherwise receiving actual notice of such conviction.
- f. Taking one of the following actions, within 30 days of receiving notice, with respect to any employee who is so convicted:
  1. Taking appropriate personnel action against such an employee, up to and including termination; or
  2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by federal, state, or local health, law enforcement, or other appropriate agency.
- g. Making a good faith effort to continue to maintain a drug-free workplace.

## Copyrights and Patents

If this agreement results in a copyright, the CJSD and the Office of Justice Programs reserve a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for government purposes, the work or the copyright to any work developed under this agreement and any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.

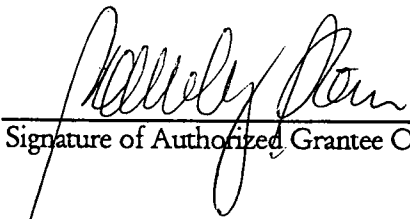
If this agreement results in the production of patentable items, patent rights, processes, or inventions, the Grantee, subgrantee or any of its subcontractors shall immediately notify CJSD. The CJSD will provide the Grantee with further instruction on whether protection on the item will be sought and how the rights in the item will be allocated and administered in order to protect the public interest, in accordance with federal guidelines.

### Acceptance

The individual signing this grant agreement on behalf of Multnomah County , entered into with the Criminal Justice Services Division, hereby certifies and swears under penalty of perjury that s/he is authorized to act on behalf of Multnomah County.

Beverlee Venell  
Director  
Criminal Justice Services Division

Date



Signature of Authorized Grantee Official

July 8, 1999

Date

Beverly Stein, Multnomah County Chair

Name/Title

---

**DEPARTMENT REVIEW AND APPROVAL**

By: E Clawson/ML  
Elyse Clawson, Director  
Department of Community Justice

Date: 6/22/99

---

**COUNTY COUNSEL REVIEW AND APPROVAL**

**REVIEWED:**  
THOMAS SPONSLER, COUNTY COUNSEL  
FOR MULTNOMAH COUNTY, OREGON

By: Jacqueline Weber  
Jacqueline Weber, Assistant Counsel

Date: 6/28/99

---

**MULTNOMAH COUNTY CLERK OF THE BOARD**

By: Deborah L. Bogstad  
Deborah L. Bogstad, Board Clerk

Date: July 8, 1999

---

MEETING DATE: JUL 08 1999

AGENDA NO: C-24

ESTIMATED START TIME: 9:30

(Above space for Board Clerk's Use Only)

**AGENDA PLACEMENT FORM**

**SUBJECT:** Ratification of \$75,000 Intergovernmental Revenue Agreement with Centennial School District 28J funding mental health services for children effective 7/1/99 through 6/30/00.

**BOARD BRIEFING**

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

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

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

**REGULAR MEETING**

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

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

**DEPARTMENT:** Community and Family Services

**DIVISION:** Behavioral Health

**CONTACT:** Lorenzo Poe/Floyd Martinez

**TELEPHONE:** 248-3691

**BLDG/ROOM:** 166/7th

**PERSON(S) MAKING PRESENTATION:**

**ACTION REQUESTED:**

☐ INFORMATIONAL ONLY   ☐ POLICY DIRECTION   ☒ APPROVAL   ☐ OTHER

**SUGGESTED AGENDA TITLE**

*Intergovernmental Revenue Agreement with Centennial School District to fund mental health services for children.*

**SIGNATURES REQUIRED:**

7/14/99 ORIGINALS to Alicia Boeris

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

**OR**  
**DEPARTMENT MANAGER:** Lorenzo Poe

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

*Any Questions: Call the Board Clerk @ 248-3277*

CLERK OF  
COUNTY COMMISSIONERS  
99 JUN 24 PM 12:46  
MULTNOMAH COUNTY  
OREGON



# MULTNOMAH COUNTY OREGON

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES  
421 SW SIXTH AVENUE, SUITE 700  
PORTLAND, OREGON 97204-1618  
PHONE (503) 248-3691  
FAX (503) 248-3379  
TDD (503) 248-3598

BOARD OF COUNTY COMMISSIONERS  
BEVERLY STEIN • CHAIR OF THE BOARD  
DIANE LINN • DISTRICT 1 COMMISSIONER  
SERENA CRUZ • DISTRICT 2 COMMISSIONER  
LISA NAITO • DISTRICT 3 COMMISSIONER  
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

TO: Beverly Stein, Multnomah County Chair  
FROM: Lorenzo Poe, Director *Lorenzo Poe*  
Department of Community and Family Services  
DATE: June 14, 1999  
SUBJECT: FY 1999-00 Revenue Contract from Centennial School District

**I. Recommendation/ Action Requested:** The Department of Community and Family Services recommends County Chair approval of the attached contract from Centennial School District, for the period July 1, 1999 through June 30, 2000.

**II. Analysis:** The Department of Community and Family Services has received a revenue contract from Centennial School District for \$75,000 to pay for school based mental health services.

**III. Background:** These revenues are included in the County budget.

# MULTNOMAH COUNTY CONTRACT APPROVAL FORM

Contract #: 0010096

Pre-approved Contract Boilerplate (with County Counsel signature) ☐ Attached ☒ Not Attached

Amendment #: 0

Class I	Class II	Class III
<input type="checkbox"/> Professional Services not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Revenue not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Intergovernmental Agreement (IGA) not to exceed \$50,000 <input type="checkbox"/> Expenditure <input type="checkbox"/> Revenue <input type="checkbox"/> Architectural & Engineering not to exceed \$10,000 (for tracking purposes only)	<input type="checkbox"/> Professional Services that exceed \$50,000 or awarded by RFP or Exemption (regardless of amount) <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 that exceeds \$50,000 or awarded by RFP or Exemption (regardless of amount)	<input checked="" type="checkbox"/> Intergovernmental Agreement (IGA) that exceeds \$50,000 <input type="checkbox"/> Expenditure <input checked="" type="checkbox"/> Revenue <p><b>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</b>  <b>AGENDA # C-24 DATE 7/8/99</b>  <b>DEB BOGSTAD</b>  <b>BOARD CLERK</b></p>

Department: Community and Family Services Division: Behavioral Health Date: 6/14/99  
 Originator: Gloria Wang Phone: 248-3999 x24561 Bldg/Rm: 166/6  
 Contact: Alicia Boris Phone: 248-3691 x24692 Bldg/Rm: 166/7  
 Description of Contract **Revenue contract to fund mental health services provided to children at Centennial School District.**

RENEWAL: <input type="checkbox"/>	PREVIOUS CONTRACT #(S): <u>9910352</u>
RFP/BID	RFP/BID DATE
EXEMPTION	EXEMPTION EXPIRATION
#/DATE	DATE
CONTRACTOR IS: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> ESB <input type="checkbox"/> QRF <input type="checkbox"/> N/A <input type="checkbox"/> NONE (Check all boxes that apply)	

Contractor <u>Centennial School District, 28J</u> Address <u>18135 SE Brooklyn</u> <u>Portland OR 97236-1099</u> Phone <u>(503) 760-7990</u> Employer ID# or SS# <u>N/A</u> Effective Date <u>7/1/99</u> Termination Date <u>6/30/00</u>	Remittance Address (If different) _____ Payment Schedule / Terms <input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt <input type="checkbox"/> Monthly \$ _____ <input type="checkbox"/> Net 30 <input checked="" type="checkbox"/> Other \$ <u>Per invoiced summary</u> <input type="checkbox"/> Other Original Contract Amount \$ <u>75,000</u> Total Amt of Previous Amendments \$ <u>N/A</u> <input type="checkbox"/> Requirements \$ _____ Amount of Amendment \$ <u>N/A</u> Total Amount of Agreement \$ <u>75,000</u> Encumber <input type="checkbox"/> Yes <input type="checkbox"/> No
--	---

## REQUIRED SIGNATURES

Department Manager Lorenzo P. ... DATE 6/22/99  
 Purchasing Manager \_\_\_\_\_ DATE \_\_\_\_\_  
 County Counsel Katie ... DATE 6/24/99  
 County Chair ... .. DATE 7/8/99  
 Sheriff \_\_\_\_\_ DATE \_\_\_\_\_  
 Contract Administration \_\_\_\_\_ DATE \_\_\_\_\_

LGFS VENDOR CODE						DEPT REFERENCE					
LINE #	FUND	AGENCY	ORG	SUB ORG	ACTIVITY	OBJ/ REV	SUB OBJ	REP CAT	LGFS DESCRIPTION	AMOUNT	INC DEC
01	156	010	1630			2791				75,000	
02											



INTERGOVERNMENTAL AGREEMENT

#0010096

THIS CONTRACT is between CENTENNIAL SCHOOL DISTRICT, hereafter called DISTRICT, and

Multnomah County Department of Community and Family Services  
421 SW 6th, 7th Floor (Administrative Office)  
Portland, OR 97204, hereafter called COUNTY

THE PARTIES AGREE:

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

***SCHOOL-BASED MENTAL HEALTH SERVICES***

1. COUNTY'S services under this agreement shall consist of core mental health services provided to children and families. These services shall include:

- Consultation with school personnel
- Referrals
- Diagnostic screening
- Mental health treatment

Additional services may be negotiated within this agreement, including:

- Parent training
- Psychological evaluations
- DISTRICT staff training
- Other special services identified by the DISTRICT and the COUNTY.

2. COUNTY mental health consultants shall provide services as follows:

a. Services for the Special Education Department shall consist of twelve (12) consultant days per week for a 36 week academic year, excluding school holidays, during the 1999-00 school year.

b. Services for the Alternative Education Department shall consist of 2.5 days per week for a 36 week academic year, excluding school holidays, during the 1999-00 school year.

c. Work plans shall be developed with DISTRICT, which includes

DISTRICT departments and school buildings served under this agreement. Work plans will identify the mental health consultant assigned and shall include specific services to be provided, schedule for provision of services, beginning and ending date of services, and identification of other activities related to provision of services. Work plans shall be reviewed and jointly approved by the appropriate school representative and COUNTY supervisor.

d. Computation of agreement days shall include all direct service provision time, plus indirect service support, including:

- 1) Travel time required to provide direct services under this agreement;
- 2) Travel time outside of normal workday hours;
- 3) Maintenance of client records and client correspondence;
- 4) Preparation of clinical reports required under this agreement and other reports as required by designated representative;
- 5) Planning and preparation for special services provided under this agreement.
- 6) Items 3), 4), and 5) may occur off-site and/or when classes are not being held.

3. DISTRICT agrees to provide access to private space in each school involved under this agreement for COUNTY mental health consultants to meet with students. DISTRICT will also provide access to telephone and office space.

4. DISTRICT shall make referrals to the COUNTY mental health consultants with necessary and pertinent non-confidential client information. COUNTY shall retain final authority in clinical decisions.

## **II. COMPENSATION.**

DISTRICT agrees to pay COUNTY \$60,000 from the Special Education Department and \$15,000 from the Alternative Education Department, for a total sum of \$75,000, payable in three equal payments based upon the receipt of the COUNTY Service Summary. COUNTY assumes costs for administration, malpractice, clinical supervision, medical authorization of Medicaid services, if applicable, materials and supplies, and employee leave benefits. COUNTY shall submit a Service Summary to DISTRICT by January 15, 2000, April 15, 2000; and June 15, 2000. DISTRICT agrees to remit payments to COUNTY within 30 days of the receipt of the Services Summary

**III. TERM.** The term of this Agreement shall be from July 1, 1999 through June 30, 2000, unless sooner terminated under the provisions hereof.

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

MULTNOMAH COUNTY, OREGON

CENTENNIAL SCHOOL DISTRICT

BY Lorenzo P. ... 6/22/99  
Director, Dept of Community & Date  
Family Services

BY \_\_\_\_\_  
Date

BY Beverly Stein, 7/8/99  
Date  
Multnomah County Chair

\_\_\_\_\_  
(Please print name)

REVIEWED:  
THOMAS SPONSLER, County Counsel  
for Multnomah County, Oregon

\_\_\_\_\_  
Title

BY Katie Gaetjens 6/24/99  
Date  
Multnomah County Assistant County Counsel

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # C-24 DATE 7/8/99  
DEB BOGSTAD  
BOARD CLERK

MEETING DATE: JUL 08 1999

AGENDA NO: C-25

ESTIMATED START TIME: 9:30

(Above space for Board Clerk's Use Only)

**AGENDA PLACEMENT FORM**

**SUBJECT.** This Intergovernmental Agreement with Oregon Health Sciences University purchases CAAPCare Network Inpatient Services and Oregon State Hospital Wait List Services.

**BOARD BRIEFING**

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

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

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

**REGULAR MEETING**

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

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

**DEPARTMENT:** Community and Family Services

**DIVISION:** Behavioral Health

**CONTACT:** Lorenzo Poe, Floyd Martinez

**TELEPHONE:** 248-3691

**BLDG/ROOM:** 166/7th

**PERSON(S) MAKING PRESENTATION:** N/A

**ACTION REQUESTED:**

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

**SUGGESTED AGENDA TITLE**

**IGA with OHSU to purchase CAAPCare Network Inpatient Services and Oregon State Hospital Waitlist Services.**

**SIGNATURES REQUIRED:**

7/14/99 ORIGINALS to Alicia Boris

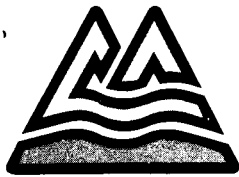
**ELECTED OFFICIAL:** \_\_\_\_\_

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

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

**Any Questions: Call the Board Clerk @ 248-3277**

99 JUN 28 PM 8:45  
CLERK OF  
COUNTY COMMISSIONERS  
MULTI-COUNTY  
OREGON



# MULTNOMAH COUNTY OREGON

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES  
421 SW SIXTH AVENUE, SUITE 700  
PORTLAND, OREGON 97204-1618  
PHONE (503) 248-3691  
FAX (503) 248-3379  
TDD (503) 248-3598

BOARD OF COUNTY COMMISSIONERS  
BEVERLY STEIN • CHAIR OF THE BOARD  
DIANE LINN • DISTRICT 1 COMMISSIONER  
SERENA CRUZ • DISTRICT 2 COMMISSIONER  
LISA NAITO • DISTRICT 3 COMMISSIONER  
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

TO: Beverly Stein, Multnomah County Chair

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

DATE: June 11, 1999

SUBJECT: FY 1999-00 Intergovernmental Agreement for Inpatient Network Services with  
Oregon Health Sciences University

- I. Recommendation/ Action Requested:** The Department of Community and Family Services recommends Board of County Commissioner approval of the intergovernmental agreement for the period July 1, 1999 through September 30, 2000. The contract term is initially 15 months to establish congruence with the federal fiscal year, the term followed by the County Mental Health Organization's agreement with the State. Beginning on October 1, 2000, this contract will automatically renew for consecutive one year periods.
- II. Analysis:** The Department of Community and Family Services is contracting with Oregon Health Sciences University, to provide capitated inpatient and interim Oregon State Hospital waitlist services for members of Multnomah County's Mental Health Organization, CAAPCare.
- III. Background:** Funds for these services are in the Department budget. Procurement authority for this contract is under Exemption #97-72 issued in accordance with Administrative Procedure PUR-1, Section XII, Blanket Exemptions, and is valid until October 31, 2002.



# MULTNOMAH COUNTY OREGON

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES  
421 SW SIXTH AVENUE, SUITE 700  
PORTLAND, OREGON 97204-1618  
PHONE (503) 248-3691  
FAX (503) 248-3379  
TDD (503) 248-3598

BOARD OF COUNTY COMMISSIONERS  
BEVERLY STEIN • CHAIR OF THE BOARD  
DIANE LINN • DISTRICT 1 COMMISSIONER  
SERENA CRUZ • DISTRICT 2 COMMISSIONER  
LISA NAITO • DISTRICT 3 COMMISSIONER  
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

TO: Franna Hathaway, Purchasing Manager

FROM: Barb Timper, Contract and Evaluation Services

DATE: June 11, 1999

RE: Request for Additional Cost Allowance Regarding CAAPCare's Existing Inpatient RFP Exemption

**Request for Amended Exemption:** This is to request an additional cost allowance of \$5.8 million dollars to cover the added needs of increased risk sharing agreements originally covered by the Blanket Exemption 97-72. The existing exemption is for hospitals providing psychiatric inpatient care for the period November 1, 1997 through October 31, 2002. This request would increase the total amount of dollars per enrollment year to \$10 million, and provide for the increased amount through October 31, 2002.

Under the Mental Health Organization (MHO) which began November 1, 1997, CAAPCare pays for both voluntary and involuntary hospitalizations for children and adults. The estimated annual cost for all hospitalizations for CAAPCare clients was \$4.2 million per year based on enrollment levels at that time. Since that exemption was granted, there has been a significant increase in inpatient service needs.

As in the original request, this exemption is requested for the following hospitals (with the understanding that any new providers entering the market will also be exempted):

- Woodland Park
- Eastmoreland Hospital
- Good Samaritan
- Portland Adventist
- Providence Medical Center/Providence St. Vincent's
- Emanuel Hospital
- Oregon Health Sciences University
- Pacific Gateway

Thank you for your assistance in this matter. If you have questions, please feel free to contact me at 28136



# MULTNOMAH COUNTY OREGON

## COUNTY COMMISSIONERS

## FINANCE DIVISION

BEVERLY STEIN, CHAIR  
TANYA COLLIER  
GARY HANSEN  
SHARRON KELLEY  
DAN SALTZMAN

DIRECTORS OFFICE  
ACCOUNTS PAYABLE  
GENERAL LEDGER  
PAYROLL  
TREASURY  
LAN ADMINISTRATION

PORTLAND BUILDING  
1120 SW FIFTH AVENUE, SUITE 1430  
P.O. BOX 14700  
PORTLAND, OR 97214-0700  
PHONE (503) 248-3312  
FAX (503) 248-3292

CENTRAL STORES  
CONTRACTS  
PURCHASING

FORD BUILDING  
2505 S.E. 11TH 1ST FLOOR  
PORTLAND, OR 97202  
PHONE (503) 248-5111  
FAX (503) 248-3252

## MEMORANDUM

TO: Beverly Stein, Chair  
Board of County Commissioners

FROM: *J* Franna Hathaway, Manager  
Purchasing Section

DATE: December 24, 1997

RE: EXEMPTION NUMBER # 97-72  
PROFESSIONAL SERVICES EXEMPTION REQUEST FOR  
CAAPCARE INPATIENT SERVICES

In accordance with Administrative Procedure PUR-1, section XII, A, Blanket Exemptions, and the findings in the attached professional services exemption request dated December 11, 1997 from the Department of Community and Family Services Purchasing recommends approval of contracts with the below listed hospitals for a five period ending October 31, 2002. The estimated annual contract amount for the exemption period is \$4.2 million.

- Woodland Park Hospital
- Eastmoreland Hospital
- Good Samaritan Hospital
- Portland Adventist Hospital
- Providence Medical Center/Providence St. Vincent's Hospital
- Emanuel Hospital (Legacy)
- Oregon Health Sciences University Hospital
- Pacific Gateway Hospital

### APPROVED:

*Beverly Stein*  
Beverly Stein, County Chair

Date: 12/29/97

Attachments  
c: Bill Thomas

### DENIED:

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

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



# MULTNOMAH COUNTY OREGON

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES  
CONTRACTS AND EVALUATION DIVISION  
421 S.W. SIXTH AVENUE, 7TH FLOOR  
PORTLAND, OREGON 97204-1618  
PHONE (503) 248-3691  
FAX # (503) 248-3379

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: Franna Hathaway, Purchasing Manager  
FROM: Lorenzo Poe, Director *Lorenzo Poe*  
Community and Family Services Division  
DATE: December 11, 1997  
RE: RFP Exemption Request—CAAPCare Inpatient

**Request for Exemption:** This is to request a five-year Blanket Exemption to the RFP process for hospitals providing psychiatric inpatient care for the period November 1, 1997 through October 31, 2002. Psychiatric inpatient care for children and adults is currently provided by Providence Medical Center and the Legacy Emanuel System.

In the past the County has been payer of last resort for involuntary hospitalization only for adults. Under CAPCare both voluntary and involuntary hospitalization has been provided for children and adults. Under the new Mental Health Organization (MHO) which began November 1, 1997, CAAPCare will pay for both voluntary and involuntary hospitalizations for children and adults. The estimated annual cost for all hospitalizations for CAAPCare clients is \$4.2 million per year at our current enrollment level.

The exemption is requested for the following hospitals (with the understanding that any new providers entering the market will also be exempted):

- Woodland Park
- Eastmoreland Hospital
- Good Samaritan
- Portland Adventist
- Providence Medical Center/Providence St. Vincent's
- Emanuel Hospital (*Legacy*)
- Oregon Health Sciences University
- Pacific Gateway

**Basis for Exemption:** The basis for this RFP exemption is that hospitals are licensed by the State for psychiatric services. The Division is willing to authorize payment to hospitals that will accept inpatients triaged through the Crisis Triage Center (CTC), as appropriate. Multnomah County's psychiatric inpatient capacity is a regional resource used by a large geographic area, as in any major metropolitan area. In Multnomah County, the need for psychiatric inpatient capacity exceeds the supply.



**Background:** The Division was the successful bidder as the carve out mental health organization under the mental health RFP issued by the State. On July 1, 1997, mental health benefits for children, adolescents and adults were added to the Oregon Health Plan (OHP). On October 1, 1997, these benefits started being managed under a capitated system. The State awarded a contract to Multnomah County (State Agreement) to manage mental health services for the majority of OHP members. Under the State Agreement, the County Mental Health Organization (MHO) receives payment of a fixed amount per member per month which the MHO must use to meet the mental health needs of its members.

OHP members in Multnomah County each are enrolled in one of seven health plans e.g., Care Oregon, Kaiser, etc. where they receive physical health care services. Only two of those health plans (Family Care and Regence HMO Oregon) were awarded contracts to provide managed mental health services. OHP members of plans not awarded contracts to provide mental health services have become part of a group known as the "carve out." The Division serves the carve out group. The RFP exemption requested in this memo will allow the carve out group to receive needed psychiatric inpatient care with minimal disruption.

Thank you for your assistance in this matter. If you have questions, please call Bill Thomas at 22095.

MULTNOMAH COUNTY

DEC 15 PM 4:11

RECEIVED

# PROCUREMENT REPORT

1 of 1  
06/11/99

Contractor Name : **OHSU**  
Vendor Code: **CAAP205**

Procurement : **EX9772**      Part :      Issue Date : **12/24/97**      First Contract : **12/12/97**      Expiration Date : **10/31/02**

<u>Mod. #</u>	<u>Begin Date</u>	<u>End Date</u>	<u>Svc Element</u>	<u>Original Amount</u>	<u>Amendment Amount</u>	<u>Final Amount</u>	<u>Requirements Estimate</u>
0	07/01/99	06/30/00	K00P      Capitated Performance Incentive	Requirements		Requirements	\$0.00
0	07/01/99	06/30/00	K11E      Electro Convulsive Treatment	Requirements		Requirements	\$1,000.00
0	07/01/99	06/30/00	K22B      CAAPCare Network Inpatient Services	Requirements		Requirements	\$200,000.00
0	07/01/99	06/30/00	K22W      State Hospital Waitlist	Requirements		Requirements	\$200,000.00

# PROCUREMENT REPORT

1 of 1  
06/11/99

Contractor Name : **OHSU**  
Vendor Code: **CAAP205**

Procurement : **EX9772**      Part :      Issue Date : **12/24/97**      First Contract : **12/12/97**      Expiration Date : **10/31/02**

<u>Mod. #</u>	<u>Begin Date</u>	<u>End Date</u>	<u>Svc Element</u>	<u>Original Amount</u>	<u>Amendment Amount</u>	<u>Final Amount</u>	<u>Requirements Estimate</u>
0	07/01/00	09/30/00	K00P    Capitated Performance Incentive	Requirements		Requirements	\$0.00
0	07/01/00	09/30/00	K11E    Electro Convulsive Treatment	Requirements		Requirements	\$250.00
0	07/01/00	09/30/00	K22B    CAAPCare Network Inpatient Services	Requirements		Requirements	\$50,000.00
0	07/01/00	09/30/00	K22W    State Hospital Waitlist	Requirements		Requirements	\$50,000.00

# MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedure CON-1)

Contract #: 0010632

Pre-approved Contract Boilerplate (with County Counsel signature) ☐ Attached ☒ Not Attached

Amendment #: 0

Class I	Class II	Class III
<input type="checkbox"/> Professional Services not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Revenue not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Intergovernmental Agreement (IGA) not to exceed \$50,000 <input type="checkbox"/> Expenditure <input type="checkbox"/> Revenue <input type="checkbox"/> Architectural & Engineering not to exceed \$10,000 (for tracking purposes only)	<input type="checkbox"/> Professional Services that exceed \$50,000 or awarded by RFP or Exemption (regardless of amount) <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 that exceeds \$50,000 or awarded by RFP or Exemption (regardless of amount)	<input checked="" type="checkbox"/> Intergovernmental Agreement (IGA) that exceeds \$50,000 <input checked="" type="checkbox"/> Expenditure <input type="checkbox"/> Revenue <p align="center"><b>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</b></p> <p>AGENDA # C-25 DATE 7/8/99 DEB BOGSTAD BOARD CLERK</p>

Department: Community and Family Services	Division: Behavioral Health	Date: June 11, 1999
Originator: Susan Salkield	Phone: 24432	Bldg/Rm: 166/5
Contact: Alicia Boris	Phone: 24692	Bldg/Rm: 166/7

Description of Contract **This contract purchases CAAPCare network inpatient services, Electro Convulsive Treatment, as well as Oregon State Hospital wait list services. Additionally, this contract provides terms for sharing in the network premium incentive.**

RENEWAL: <input checked="" type="checkbox"/>	PREVIOUS CONTRACT #(S): 103787
RFP/BID: EX97-72	RFP/BID DATE: 12/11/97
EXEMPTION: EX97-72	EXEMPTION EXPIRATION: 10/31/02
#/DATE: 12/11/97	DATE: 10/31/02
CONTRACTOR IS: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> ESB <input type="checkbox"/> QRF <input type="checkbox"/> N/A <input checked="" type="checkbox"/> NONE (Check all boxes that apply)	

Contractor: Oregon Health Sciences University	Remittance Address: (If different)
Address: 3181 SW Sam Jackson Parkway Portland Oregon 97212	
Phone: 494-4854	Payment Schedule / Terms
Employer ID# or SS#: 93-1176109	<input type="checkbox"/> Lump Sum \$ <input type="checkbox"/> Due on Receipt
Effective Date: July 1, 1999	<input checked="" type="checkbox"/> Monthly \$ Invoice <input type="checkbox"/> Net 30
Termination Date: September 30, 2000	<input type="checkbox"/> Other \$ <input type="checkbox"/> Other
Original Contract Amount \$ 0	
Total Amt of Previous Amendments \$ 0	<input checked="" type="checkbox"/> Requirements \$ 501,250.
Amount of Amendment \$ 0	
Total Amount of Agreement \$ 0	Encumber <input type="checkbox"/> Yes <input type="checkbox"/> No

## REQUIRED SIGNATURES

Department Manager	<i>Lolenz Poemas</i>	DATE 6/23/99
Purchasing Manager		DATE
County Counsel	<i>Katie Dyer</i>	DATE 6/25/99
County Chair	<i>Wally Dean</i>	DATE 7/8/99
Sheriff		DATE
Contract Administration		DATE

LGFS VENDOR CODE CAAP205						DEPT REFERENCE					
LINE #	FUND	AGENCY	ORG	SUB ORG	ACTIVITY	OBJ/ REV	SUB OBJ	REP CAT	LGFS DESCRIPTION	AMOUNT	INC DEC
01								See	Attached		
02											
03											

COMMUNITY AND FAMILY SERVICES DEPARTMENT  
CONTRACT APPROVAL FORM SUPPLEMENT

Contractor : OHSU

Vendor Code : CAAP205

Page 1 of 1  
6/11/99

Fiscal Year : 99/00

Numeric Amendment : 00

Contract Number : 0010632

LINE	FUND	AGEN	ORG CODE	ACTIVIY CODE	OBJECT CODE	REPORTING CATEGORY	LGFS DESCRIPTION	ORIGINAL AMOUNT	AMENDMENT AMOUNT	FINAL AMOUNT	REQT'S ESTIMATE
51	395	010	1664	K00P	6060	9601X [ ]	MH XIX Capitation Capitated Performance Incentive	Requirements		Requirements	\$0.00
54	395	010	1664	K11E	6060	9601X [ ]	MH XIX Capitation Electro Convulsive Treatment	Requirements		Requirements	\$1,000.00
52	395	010	1664	K22B	6060	9601X 93.778	MH XIX Capitation CAAPCare Network Inpatient Services	Requirements		Requirements	\$200,000.00
53	395	010	1664	K22W	6060	9605X [ ]	State Mental Hospital Waitlist State Hospital Waitlist	Requirements		Requirements	\$200,000.00
TOTAL								\$0.00	\$0.00	\$0.00	\$401,000.00

COMMUNITY AND FAMILY SERVICES DEPARTMENT  
 CONTRACT APPROVAL FORM SUPPLEMENT

Page 1 of 1  
 6/11/99

Contractor : OHSU

Vendor Code : CAAP205

Fiscal Year : 00/01

Numeric Amendment : 00

Contract Number : 0010632

LINE	FUND	AGEN	ORG CODE	ACTIVIY CODE	OBJECT CODE	REPORTING CATEGORY	LGFS DESCRIPTION	ORIGINAL AMOUNT	AMENDMENT AMOUNT	FINAL AMOUNT	REQT'S ESTIMATE
52	395	010	1664	K00P	6060	9601X [ ]	MH XIX Capitation Capitated Performance Incentive	Requirements		Requirements	\$0.00
51	395	010	1664	K11E	6060	9601X [ ]	MH XIX Capitation Electro Convulsive Treatment	Requirements		Requirements	\$250.00
53	395	010	1664	K22B	6060	9601X 93.778	MH XIX Capitation CAAPCare Network Inpatient Services	Requirements		Requirements	\$50,000.00
54	395	010	1664	K22W	6060	9605X [ ]	State Mental Hospital Waitlist State Hospital Waitlist	Requirements		Requirements	\$50,000.00
TOTAL								\$0.00	\$0.00	\$0.00	\$100,250.00



MULTNOMAH COUNTY

Department of Community and Family Services

CAAPCare  
INPATIENT  
NETWORK  
SERVICE AGREEMENT

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## **Inpatient Network Agreement**

### **I. Preamble**

This agreement is entered into between Multnomah County Department of Community and Family Services, 421 SW Sixth Avenue, Portland, OR 97204, hereinafter referred to as COUNTY, and Oregon Health Sciences University, with an office at 3181 SW Sam Jackson Parkway, Portland Oregon 97212 and at other sites as indicated as Exhibit 1 attached hereto. The term CONTRACTOR as used herein shall refer collectively to all such contractor and subcontractor sites.

If CONTRACTOR intends to perform all or part of its obligations under this Agreement through a series of subcontracts with qualified providers, all subcontractors are subject to the prior written approval of COUNTY: provided, however, that CONTRACTOR reserves the right to enforce or terminate any subcontract for whatever reason.

### **II. Agreement Documents**

This Agreement includes this document and:

Attachment A - Service Elements and Contract Amounts (FY99/00)	1 Page
Attachment A - Service Elements and Contract Amounts (FY00/01)	1 Page
Attachment B - Payment Mechanism	Pages 1 - 2
Exhibit 1 - List of Approved Subcontractors	1 Page
Exhibit 2 - Insurance Requirements	1 Page
Exhibit 3 - Certification Statement for Corporation or Independent Contractor	1 Page

This document and all referenced attachments constitute the entirety of the Agreement.

### **III. Recitals**

Whereas, OHSU seeks to maintain and enhance its patient base as necessary to allow the effective continuation of its educational, research and patient care missions;

Whereas, OHSU by operation of law (CH 162, Or, Laws 1995) became a public corporation on July 1, 1995 and is the successor in interest to the State of Oregon, acting by and through the Oregon State Board of Higher Education, for and on behalf of the Oregon Health Sciences University;

Now, therefore;

COUNTY, pursuant to a contract with the State of Oregon, under the Oregon Health Plan (OHP), and contracts with other funding sources, is engaged in the business of arranging for the provision of mental health treatment services to Members, and wishes to create a CONTRACTOR service system to provide such mental health services.

CONTRACTOR is a mental health care provider or facility, licensed and/or credentialed as defined in the Provider Manual to provide certain mental health services and wishes to join COUNTY'S service system to receive referrals from COUNTY;

CONTRACTOR, and any subcontractors, have qualified independently through COUNTY to provide services for COUNTY under this Agreement. CONTRACTOR agrees that any new sub-CONTRACTOR agencies will have qualified through appropriate COUNTY and State process to provide services prior to establishing subcontracting relationship.

#### **IV. Definitions**

Key terms, abbreviations and definitions used in this agreement.

**"Agreement"** – Refers to the entirety of this contract, including any contract attachments, and the Provider Manual.

**"CAAPCare"** – Multnomah County Child, Adolescent, and Adult Plan: An MHO in Multnomah County coordinating the mental health benefits for those members of the OHP who are enrolled in CAAPCare under a contract with the State of Oregon

**"Capitation"** - A payment model which is based on prospective payment for services, irrespective of the actual amount of services provided, generally calculated on a per member per month basis.

**"Contractor"** – Refers to the provider, agency, individual or facility, and their subcontractors, engaged in this Agreement with Multnomah County.

**"Covered Services"** – Those services included in the payment paid to the CONTRACTOR under this Agreement for the provision of Medically Appropriate services to Members. Covered Services may be replaced by or expanded to include Flexible Services and Flexible Service Approaches identified and agreed to by CAAPCare, the Member, and, as appropriate, the family of the Member as being an efficacious alternative. Covered services are limited in accordance with OAR 410-141-0500, Excluded services and Limitations for OHP Clients.

**"Critical Incident"** - An incident as a result of CONTRACTOR staff action or inaction that punishes, endangers, or otherwise might harm a member of CAAPCare or an individual served under CAAPCare Plus, the Children's Mental Health Partnership, or other associated funding stream covered by a managed care contract from the Multnomah County Behavioral Health Division.

**"Local Mental Health Authority"** - The Board of County Commissioners, operating the COUNTY'S Community Mental Health Program through the Department of Community and Family Services Behavioral Health Division.

**"Member"** - An individual enrolled in one of the following: a) Multnomah CAAPCare (a Mental Health Organization operating as part of the Oregon Health Plan), b) CAAPCare Plus (a managed care mental health program for indigent or medically indigent individuals needing mental health services), c) the Children's Mental Health Partnership (a managed care mental health program using funds from Multnomah County and partner organizations to serve children and families needing intensive services

and care coordination), or d) any similar programs administered through the Department of Community and Family Services Behavioral Health Division Managed Care Programs.

**“Medically Appropriate”** – Services and supplies, which are required for prevention (including relapse), diagnosis, or treatment of mental disorders and which are appropriate and consistent with the diagnosis. These services and supplies must be appropriate with regard to standards of good practice and generally recognized by the relevant scientific community as effective.

**“MHO”** – Mental Health Organization

**“MHO Agreement”** - The current applicable version of the Oregon Health Plan Mental Health Organization Agreement, a contract between the State of Oregon acting by and through its Department of Human Resources (DHR), Mental Health and Developmental Disability Services Division, and Multnomah County, including all subsequent amendments thereto.

**“Network”** – Two or more legally constituted organizations bound together by an overarching legal instrument for purposes of operating as a single entity and where such legally constituted entity can contract on behalf of and otherwise represent all its members.

**“OAR”** – Oregon Administrative Rules

**“OHP”** – Oregon Health Plan

**“OMAP”** - Office of Medical Assistance Programs: The State agency that coordinates the Medical Assistance Programs funded through Title XIX, and which reimburses providers for services provided to Title XIX eligible individuals who are not enrolled in a managed care plan.

**“OMAP Member”** – Any person covered by the OHP, whether or not the person is enrolled in a managed care plan.

**“Plan Administrator”** - The Managed Care Administrator, Behavioral Health Division, Multnomah County Department of Community and Family Services.

**“Provider Manual”** – A manual of instructions and procedures for implementation of this Agreement. As appropriate to the Contractor, this is the CAAPCare Outpatient Network Provider Manual, the CAAPCare Inpatient Network Provider Manual, the CAAPCare Agency Provider Manual, the CAAPCare Hospital Provider Manual, or the CAAPCare Individual and Group Practice Provider Manual.

**“Provider Panel”** - The group of providers which are under contract with Multnomah County to provide services to Members.

**“State”** – Oregon State government

**“Sub Contractor”** – An individual, agency or other organization which provides Covered Services under an agreement with Multnomah County’s contractors, and agrees to bill in accordance with such agreement.

**“System Wide Services”** - Identified services which serve as resources to adults and children across the service system, including but not limited to: day hospital services, sub-acute psychiatric services, dual diagnosis residential support services, sub-acute day treatment services, therapeutic school services, and Crisis Triage Center services

**“Title XIX”** – The title of the Federal Social Security Act otherwise known as Medicaid.

## **V. Statement of Work**

### **A. Statement of Agreement of Parties.**

CONTRACTOR agrees to provide mental health treatment services in exchange for the reimbursement set forth in this Agreement.

The parties agree that CONTRACTOR may perform its obligations under this Agreement through subcontractors. All subcontractors shall hold a license and applicable certification from the State of Oregon and other licensing bodies to provide services in Multnomah County for children and/or adults in accordance with relevant provisions of the Oregon Administrative Rules. CONTRACTOR agrees that all terms and conditions of this agreement shall be made expressly binding on its subcontractor by written agreement. A list of approved subcontractors as of the effective date of this Agreement appears in Exhibit 1.

### **B. CONTRACTOR shall perform the following work.**

#### **1. Services.**

CONTRACTOR will provide the full scope and continuum of medically appropriate mental health inpatient services to children, adolescents and adults who are CAAPCare Members, including CAAPCare Members that are on Emergency Holds, and who have, or are suspected of having, a mental health condition specified in the most recent list developed under ORS 414.720 (3) and adopted in OAR 410-141-0520, Prioritized List of Health Services.

CONTRACTOR is responsible for the provision of all pre-authorized medically appropriate inpatient psychiatric services, including any medically appropriate facility charges for emergency room care, which is provided in concurrence with the inpatient stay, for mental health and physical health services, for psychiatric and psychological services and testing and for other institutional and professional services related to inpatient psychiatric hospitalization under the Oregon Health Plan. As applicable, the CONTRACTOR agrees to provide on a fee-for-service basis pre-authorized partial hospitalization and sub-acute psychiatric services as defined in the Provider Manual, which are provided in an inpatient setting that carries the appropriate certifications to provide these services.

#### **2. Service Standards.**

CONTRACTOR shall provide medically appropriate, pre-authorized, inpatient mental health Covered Services consistent with and in compliance with the applicable COUNTY, State and Federal service definitions, laws, administrative rules, contract conditions, policies, procedures and program instructions found in the Provider Manual. CONTRACTOR agrees to provide services consistent and in compliance with the "CAAPCare System of Care Values and Principles" and with the specifications and evaluation criteria contained in any applicable Request for Proposal and CONTRACTOR'S response to the proposal, including any subsequent revisions to the above referenced documents, all of which are incorporated herein by this reference and are binding on the CONTRACTOR.

CONTRACTOR is governed by OAR Chapter 309 (Mental Health) and OAR Chapter 410 (Oregon Medical Assistance Program). CONTRACTOR also agrees to be bound by any amendments to these rules made during the term of this Agreement. Specifically, and in no way limiting the foregoing sentences, CONTRACTOR agrees to comply with OMAP BA and ECC Codes, and the OMAP Prioritized List of Covered Services.

3. General Standards.

1. CONTRACTOR shall provide written notice and obtain written COUNTY approval prior to implementing any substantive program change and/or change in method of service delivery that affects level, scope, or outcome of client services funded under this contract.

CONTRACTOR assures the capacity to meet all Members needs for OHP covered inpatient mental health services in a timely manner.

CONTRACTOR assures the provision of inpatient services appropriate to individualized needs of Members and member groups, such as children, adolescents and adult persons with Severe and Persistent Mental Illness (including children with Severe Emotional Disorders) persons with dual diagnoses (i.e. mental illness and/or chemical dependence and/or developmental disability), and others, including referral to other contractors when so indicated. CONTRACTOR assures that Members served by CONTRACTOR have individualized treatment plans which incorporate medically appropriate, flexible, individualized, culturally relevant and family based service approaches; and that services and scheduling will take into account the needs of members and their families.

4. Coordination and Integration of services with the Crisis Response System.

CONTRACTOR shall follow criteria and protocols for inpatient mental health services triage and admission as detailed in the Provider Manual. CONTRACTOR agrees that all Oregon Health Plan (OHP) covered inpatient mental health hospital admissions under this contract, including Emergency Hospital Holds and transfers from a medical unit to a psychiatric unit, must be evaluated and prior authorized by the Crisis Triage Center (CTC) as described in the Provider Manual.

5. Long Term Psychiatric Care.

CONTRACTOR shall collaborate with CAAPCare to request a Long Term Psychiatric Care determination as described in the Provider Manual.

6. Service Authorization.

CONTRACTOR agrees to follow the service authorization procedures described in the Provider Manual, and any subsequent changes made to the procedures during the term of this Agreement.

7. Discharge Planning.

CONTRACTOR shall ensure appropriate and timely discharge planning consistent with and in accordance with criteria detailed in the Provider Manual.

## **VI. COUNTY Obligations**

A. Provider Panel Listing.

COUNTY shall include CONTRACTOR in the listing of the members of the Provider Panel maintained by COUNTY. COUNTY does not guarantee any referrals and has no obligation to CONTRACTOR for any volume of referrals.

B. Provider Manual.

COUNTY shall supply CONTRACTOR with a copy of the Provider Manual and will notify CONTRACTOR immediately of any periodic additions and changes thereto. The Provider Manual shall include copies of COUNTY policies, relevant provisions, and any other documents necessary to guide the activities of the CONTRACTOR in providing services under this Agreement.

## **VII. Compensation**

A. Reimbursement.

CONTRACTOR shall be reimbursed for specific services based upon the payment method set forth under Attachment A, consistent with the payment mechanism outlined in Attachment B, in accordance with the formula or rate schedule detailed in the Provider Manual for reimbursement of services provided as described in Section VII, Statement of Work. Payment terms and any required reports defined in the Provider Manual for that payment method and basis shall apply to the CONTRACTOR.

B. Payment Requests.

CONTRACTOR must request payments from COUNTY in accordance with the terms outlined in Attachment B and billing procedures as set forth in the Provider Manual

- C. COUNTY payment for services provided.

COUNTY shall pay for Covered Services rendered under this Agreement in accordance with the terms outlined in Attachment B and payment procedures as set forth in the Provider Manual.

- D. Contract Funding Limit.

The maximum payment under this Agreement, including expenses, is N/A.

### **VIII. CONTRACTOR General Obligations**

- A. Non-discrimination in treatment of members by CONTRACTOR.

CONTRACTOR shall not discriminate against Members in violation of any local, state or federal law with respect to care and shall provide services to Members in the same manner, in accordance with the same standards and within the same time availability as those services are provided to CONTRACTOR'S other patients. CONTRACTOR shall not discriminate in the care or quality of services on the basis of race, religion, color, sex, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, source of income, or political affiliation.

- B. Compliance with applicable laws and licenses.

CONTRACTOR shall comply with all applicable federal, state or local laws, rules and regulations applicable to the work performed under this Agreement. CONTRACTOR shall comply with all applicable standards of professional ethics and shall perform services within the scope of CONTRACTOR'S license.

- C. Compliance with reporting requirements.

CONTRACTOR agrees to furnish periodic progress reports as required by COUNTY, in a format designated by COUNTY and detailed in the Provider Manual.

- D. Credentialing.

CONTRACTOR shall have policies and procedures for collecting evidence of credentials and screening the credentials of staff, programs and facilities used to deliver services, consistent with the policies and procedures contained in the Provider Manual.

CONTRACTOR shall assure that all programs operated directly or by subcontract or facilities used to deliver services are accredited by nationally recognized organizations and/or are certified or licensed under State law to deliver specified services.

CONTRACTOR agrees to comply with all reporting and review requirements as outlined in the Provider Manual, and to the extent allowed by law, to allow COUNTY access to credentialing records.



CONTRACTOR must maintain personnel files documenting academic credentials, licenses, and competencies of staff who provide services to Members.

E. Use of Unlicensed Staff.

CONTRACTOR warrants that CONTRACTOR and all direct service staff have, and agree to maintain in good standing, all necessary licenses, certificates and accreditations, as defined in the Provider Manual. To the extent that the provision of certain services are allowable, by law, to be provided by direct service staff who do not have a professional license, CONTRACTOR shall provide appropriate and adequate supervision for such unlicensed direct service staff as may be required by any applicable law, regulation or certification.

F. Staff roster.

CONTRACTOR shall complete and provide to the COUNTY the Mental Health Practitioner Report form contained in the Provider Manual at a frequency specified by the COUNTY in the Provider Manual.

G. Service time frames.

CONTRACTOR will provide services to Members in accordance with timeframes stipulated in the Provider Manual.

H. Referral Requirements.

In the event that the CONTRACTOR cannot admit or treat a Member, CONTRACTOR is required to directly notify CAAPCare Access Triage staff so that an appropriate referral to treatment may be made through the CAAPCare system.

I. Access and Continuity of Care Services

Members will have open access to providers of CONTRACTOR. CONTRACTOR agrees to provide Access and Continuity of Care Services in compliance and accordance with the rules and performance standards set forth in the Provider Manual.

J. Complaint and Appeals Procedures.

CONTRACTOR shall cooperate with the procedures of State and COUNTY as outlined in the Provider Manual for the resolution of Member complaints and grievances. CONTRACTOR shall cooperate with State in complying with any obligations regarding the handling of grievances imposed upon State by state law or federal agencies with which State may contract.

K. Abuse Reporting

CONTRACTOR shall report abuse of mentally ill and developmentally disabled individuals in accordance with ORS 430.735 through 430.765. CONTRACTOR shall have written policies and procedures for reporting, gathering and analyzing data, and

investigating reports of critical incidents consistent with OAR 309-40-220 through OAR 309-40-290, Abuse Reporting and Protective Services in Community Programs and Community Facilities. CONTRACTOR will comply with all applicable local, Federal and State laws regarding reporting child and elder abuse. Policies and procedures will be consistent with reporting policies found in the Provider Manual.

L. Critical Incidents Involving Members.

CONTRACTOR will comply with the COUNTY'S Critical Incident Policy in accordance with protocols set forth in the Provider Manual. CONTRACTOR shall notify the CAAPCare Plan Administrator or designee according to protocols listed in the Provider Manual, within twenty-four (24) hours of a critical incident that involves any Member, provider staff member or subcontract provider.

M. Limitations or Denial of Services

CONTRACTOR shall follow the procedures of the State and COUNTY as outlined in the Provider Manual with respect to limitations or denials in the provision of Covered Services.

N. Utilization Management and Quality Management programs.

The CONTRACTOR'S quality management system for services provided under this Agreement must be documented in the form of a written quality management plan submitted for CAAPCare approval according to timelines and requirements established in the Quality Management Plan section of the Provider Manual.

CONTRACTOR agrees, for services provided under this Agreement, to cooperate actively with COUNTY'S care coordination procedures, quality management protocols, utilization management procedures including concurrent and retrospective review procedures and policies, and other policies and procedures as may be communicated to CONTRACTOR and amended from time to time. CONTRACTOR further agrees to provide data requested by COUNTY in order for COUNTY to conduct quality assurance and utilization management activities concerning Members and, if applicable, comply with all pre-authorization procedures as described in the Provider Manual.

O. Contract monitoring and evaluation.

CONTRACTOR agrees to cooperate fully with contract compliance monitoring and program evaluation activities of the COUNTY and State related to services provided to Members. CONTRACTOR agrees to participate with the COUNTY in the evaluation of contracted project/service outcomes or performance and to make available all information required by such process. This includes providing COUNTY with data necessary to verify client counts, service provision, and outcome measures. CONTRACTOR will comply with applicable quality assurance expectations as set out in the Provider Manual.

CONTRACTOR shall maintain a planned, systematic and ongoing process for monitoring, evaluating and improving the quality and appropriateness of Covered

Services provided by the CONTRACTOR to Members.

CONTRACTOR shall be subject to a COUNTY administrative review to monitor compliance with the COUNTY'S administrative qualifications requirements as contained in the current version of the Application for Qualified Vendor Status. The review shall be conducted generally no more than once every two years, unless warranted by administrative changes by CONTRACTOR or deficiencies in results of a prior review.

CONTRACTOR agrees to participate with the COUNTY in evaluation of contracted project/service outcomes or performance, and to make available all appropriate Member information required by such evaluation process. This includes providing COUNTY with data necessary to verify client counts, service provision, and outcome measures.

P. Clinical record maintenance, retention and access.

CONTRACTOR will keep all Member files in a locked, secure location and will maintain all medical records pertaining to services provided under this Agreement for seven (7) years or such longer time as is required by applicable law, accreditation, regulation and standard professional practices. This obligation is not terminated upon the termination of the Agreement, whether by rescission or otherwise.

COUNTY shall have access at reasonable times upon request, to CONTRACTOR's written or electronic records, books and papers relating (i) to the services provided to Members, (ii) to the cost to COUNTY of such services, and (iii) to payments, if any, received by CONTRACTOR from both COUNTY and any person or entity other than COUNTY, in connection with such services. CONTRACTOR shall make such records available to COUNTY (while the Agreement remains in effect and as may be reasonably requested following termination) to the extent permitted by applicable laws and regulation regarding confidentiality of patient records. CONTRACTOR will provide copies of Member records to COUNTY, to another healthcare provider providing services to the Member and to the State, upon request, and without charge.

CONTRACTOR agrees to obtain an authorization and release of information to allow COUNTY care coordination staff access to Members and their medical records.

Upon termination of this Agreement, CONTRACTOR shall provide true and complete copies of medical records for Members to COUNTY, State and/or other providers who assume care of Members, and subject to the confidentiality requirements, shall permit access of COUNTY and State to its medical and administrative records for Members for a period of seven (7) years.

Q. Notification Requirements.

CONTRACTOR shall notify COUNTY:

1. Immediately of any actual or threatened loss, suspension, restriction or revocation of CONTRACTOR'S license, qualifications, or accreditation to provide Covered Services under this Agreement;

2. Immediately of any malpractice action filed against CONTRACTOR or any direct service staff providing services under this Agreement;
3. Immediately of any other civil, criminal, or regulatory action taken against CONTRACTOR, any investigation undertaken by any private or public, administrative, regulatory, professional or governmental entity, with respect to services rendered by CONTRACTOR, or any charge of finding of ethical or professional misconduct by CONTRACTOR.
4. Immediately of any loss of CONTRACTOR'S professional liability insurance or any material change in CONTRACTOR'S liability insurance coverage;
5. Immediately of any loss, revocation or suspension of any hospital privileges maintained by any direct service staff to provide the services as contemplated herein;
6. Immediately of any change in CONTRACTOR'S agency director, business address and/or telephone number;
7. Immediately of any material change in the information provided to COUNTY in qualifying to provide services under this Agreement and any other situation that might materially affect CONTRACTOR'S capacity to provide Covered Services lawfully.
8. Immediately if CONTRACTOR, or its subcontractors, are suspended or terminated from the Oregon Medical Assistance Program. CONTRACTOR may not provide Covered Services through a provider that is currently suspended or terminated from the Oregon Medical Assistance Program. COUNTY shall notify CONTRACTOR of any providers with suspended or terminated status of which COUNTY is made aware by MHDDSD. CONTRACTOR shall not refer Members to such providers and shall not accept billings for services to OMAP Members submitted by such providers;
9. Upon each renewal term of this Agreement, of any information concerning CONTRACTOR or any of its staff reported to the National Practitioners Data Bank pursuant to the Health Care Quality Improvement Act.

R. Insurance and Bonding.

In addition to the insurance requirements identified in Exhibit 2:

1. All property and equipment purchased and received by CONTRACTOR under this Agreement must be insured by CONTRACTOR against fire, theft, and destruction to assure continuation of contract services.
2. CONTRACTOR (except City, County, and State Governments, municipalities, and public school districts) shall obtain and maintain at all times during the term of this Agreement a fidelity bond (dishonesty policy) of not less than \$50,000 effective at the time the Agreement commences, covering activities of all persons responsible for collection and expenditures of funds in accordance with OAR 309-13-020(7) EXPENSES, subsection (b)(C) Audit Guidelines. A certificate evidencing the existence of the bond shall be furnished to the COUNTY with the signed Agreement. Reimbursement will be dependent upon receipt by the COUNTY of the certificate.
3. In the event that CONTRACTOR maintains professional liability insurance on a "claims made" basis, CONTRACTOR shall maintain such policy in effect, or maintain appropriate "tail coverage," for a period of three (3) years following

any termination of this Agreement, regardless of the circumstances giving rise to such termination. CONTRACTOR acknowledges that COUNTY is under no obligation to provide professional liability insurance coverage for provider.

S. Certification of insurance coverage and licensure.

CONTRACTOR shall provide at the time the Agreement is signed, the following:

1. A copy of CONTRACTOR'S current certificate of professional liability insurance specifying the amount of coverage and expiration dates; and
2. Evidence of satisfactory compliance with COUNTY'S credentialing requirements, including but not limited to a copy of CONTRACTOR'S license.

T. Fiscal, Administrative, and Audit Requirements

1. CONTRACTOR shall maintain sound financial management practices to protect itself against insolvency commensurate with the level of risk assumed under this Agreement. CONTRACTOR shall protect itself against excessive loss by either self-insuring or by obtaining stop-loss protection from a private insurer in an amount sufficient to cover estimated risk for the duration of this Agreement. Contractor shall provide proof of such coverage to COUNTY upon request. In addition, CONTRACTOR shall demonstrate to COUNTY the availability of an operating reserve of no less than \$125,000.00 of cash or cash equivalents.
2. CONTRACTOR agrees to use, document, and maintain accounting policies, practices and procedures, and cost allocations, and to maintain fiscal, clinical, and other records pertinent to this contract consistent with Generally Accepted Accounting Principles (GAAP), Office of Management and Budget (OMB) Circulars, Oregon Administrative Rules, COUNTY financial procedures as contained in the Department of Community and Family Services *Subcontractors Financial Policy and Procedures Manual*, and applicable federal rules and regulations, including the Single Audit Act Amendment of 1996 (Public Law 104-156); other records shall be maintained to the extent necessary to clearly reflect any actions taken. Accounting records shall be up-to-date and shall accurately reflect all revenue by source, all expenses by object of expense, all assets, liabilities and equities consistent with Generally Accepted Accounting Principles, Oregon Administrative Rules, and COUNTY procedures. Reports and fiscal data generated by the CONTRACTOR under and for this contract shall be accessible to COUNTY upon request.
3. CONTRACTOR represents that prices and costs established for each service under this contract are reasonable and equitable. COUNTY, Federal and State personnel shall have the right, at reasonable times during this contract, to conduct site visits and audits of all CONTRACTOR'S books, documents, papers, and records necessary to establish that such charges to COUNTY are reasonable in relation to costs incurred by CONTRACTOR in providing such services under this contract. CONTRACTOR further agrees to provide access to all books, documents, papers, and records of CONTRACTOR which are pertinent to this contract, including all centralized systems and records, and further, to allow the making of audits, examinations, excerpts, and transcripts. Such access shall be freely allowed to state, federal, and COUNTY personnel and their duly authorized agents. Contract costs disallowed as a result of such audits, reviews, or site visits shall be the sole responsibility of the

- CONTRACTOR. If a contract cost is disallowed after reimbursement has occurred, the CONTRACTOR shall make prompt repayment of such cost.
4. CONTRACTOR shall be subject to a COUNTY fiscal compliance review to monitor compliance with the COUNTY'S financial reporting and accounting requirements. The review shall be conducted periodically, as described in the COUNTY'S financial procedures (Subcontractors Financial Policy and Procedures Manual). If CONTRACTOR'S corporate headquarters are out of state, CONTRACTOR agrees to pay travel costs incurred by COUNTY to conduct fiscal review. These costs include, but are not limited to, transportation to corporate headquarters, lodging, and meals.
  5. CONTRACTOR shall be subject to Audit Requirements pursuant to the COUNTY financial procedures (Department of Community and Family Services' current Subcontractors Financial Policy and Procedures Manual). Audits must meet criteria outlined in these Procedures. CONTRACTOR shall be allowed to conduct an external limited scope audit in lieu of a full scope audit under the following conditions:
    - Multnomah County contract funds exceed \$25,000 and total agency budget is \$150,000 to \$500,000; or
    - Multnomah County contract funds exceed \$100,000 and total agency budget is less than \$500,000.CONTRACTOR shall be required to conduct an external full scope audit if the total agency budget exceeds \$500,000.
  6. CONTRACTOR agrees that audits must be conducted by Certified Public Accountants who satisfy the independence requirements outlined in the rules of the American Institute of Certified Public Accountants (Rule 101 of the AICPA Code of Professional conduct, and related interpretation and rulings), the Oregon State Board of Accountancy, the independence rules contained within Government Auditing Standards (1994 Revision), and rules promulgated by other federal, state and local government agencies with jurisdiction over your organization. Those rules require that the Certified Public Accountant be independent in thought and action with respect to organizations who engage them to express an opinion on Financial Statements or to perform other services that require independence.
  7. CONTRACTOR, if it is a state, local government or non-profit organization and a Subrecipient of federal funds, shall meet the audit requirements of OMB Circular A-133 "Audits of States, Local Governments, and Non-Profit Organization", which implements the federal Single Audit Act Amendment of 1996, Public Law 104-156.
  8. Limited Scope and Full Audits, including the Management Letter associated with the audit and all specifications identified in the COUNTY financial procedures (Subcontractors Financial Policy and Procedures Manual) shall be submitted to the COUNTY within two weeks from the date of the report, but in no case later than the 20th calendar day of the 6th month after the end of the CONTRACTOR'S fiscal year. If CONTRACTOR'S fiscal year ends during the term of this contract, the audit may cover the CONTRACTOR'S fiscal year. Failure to submit required audits and Management Letter by specified deadlines shall be cause for withholding of contract payments until audits are submitted.

9. CONTRACTOR shall submit annual Federal and State Tax Returns to COUNTY within 30 calendar day of their due date. Required tax returns are described in the COUNTY'S financial procedures (Subcontractors Financial Policy and Procedures Manual).
10. CONTRACTOR shall establish and maintain systematic written methods to assure timely and appropriate resolution of review/audit findings and recommendations.

U. Cultural Competency.

CONTRACTOR agrees to submit to COUNTY and implement a written plan in accordance with the Department of Community and Family Services Cultural Competency Standards. The plan will outline policies and activities that promote culturally competent services. The plan must address, at a minimum, the following topics:

1. Non-Discrimination and Affirmative Action
2. Accessibility to Services
3. Training
4. Culturally Appropriate and/or Specific Programs and Services
5. Community Outreach
6. Plan Evaluation

This plan shall be submitted to COUNTY no later than 120 days after Agreement execution. Thereafter, the plan shall be due 120 days after subsequent renewals, but no more than annually. This plan must contain measurable objectives, timelines, and persons responsible for all elements.

V. Disaster Response.

CONTRACTOR will participate with the COUNTY in providing mental health response services in event of natural or man-made disaster. CONTRACTOR will designate a Disaster Response Coordinator and communicate the name and title designation of coordinator to the Manager of the Behavioral Health Division. CONTRACTOR will participate in training and planning activities in collaboration with COUNTY to prepare for mental health response in event of natural or man-made disaster.

## **IX. Confidentiality**

- A. CONTRACTOR shall keep all client records confidential in accordance with State and Federal statutes and rules governing confidentiality and applicable provisions set out in the Provider Manual.
- B. COUNTY and CONTRACTOR shall maintain the confidentiality of any records or claims received from CONTRACTOR and shall not disclose them except as permitted by law.

- C. COUNTY and CONTRACTOR agree to protect from unauthorized disclosure the names and other identifying information of Members. This provision, however, shall not preclude COUNTY or CONTRACTOR from disclosing statistical information which does not identify any individual Members.

## **X. Indemnification/Hold Harmless**

Subject to the limitations of the Oregon Tort Claims Act and the Oregon Constitution, COUNTY agrees to indemnify defend and hold harmless the CONTRACTOR, the State of Oregon and other funding sources and their officers, agents and employees against all liability, loss and costs arising from actions, suits, claims or demands attributable solely and exclusively to acts or omissions of COUNTY, and COUNTY'S officers, agents and employees, in performance of this Agreement.

Subject to the limitations of the Oregon Tort Claims Act, CONTRACTOR agrees to indemnify defend and hold harmless the COUNTY, the State of Oregon and other funding sources and their officers, agents and employees against all liability, loss and costs arising from actions, suits, claims or demands attributable solely and exclusively to acts or omissions of CONTRACTOR, and CONTRACTOR'S officers, agents and employees, in performance of this Agreement.

## **XI. Term and Termination**

### **A. Effective Dates.**

This Agreement will become effective upon the 1<sup>st</sup> day of July, 1999, and shall be effective for a period of fifteen months (15) months thereafter.

This Agreement shall automatically renew for successive one (1) year periods unless otherwise terminated by either party upon at least ninety (90) days written notice prior to Agreement termination date.

### **B. Termination**

This Agreement may be terminated without cause by either party (unless otherwise stated herein) upon sixty (60) days written notice.

This Agreement may be terminated for cause immediately (unless otherwise stated herein) upon written notice. For purposes of this Agreement, "cause" shall be deemed to exist:

For Both Parties:

1. In the event of a breach of the Agreement by the other. Prior to such termination the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within 60 days of the date of the notice, then



the party giving the notice may terminate the Agreement at any time thereafter by giving a written notice of termination; and

2. If the other party engages in fraud or misrepresentation.

For COUNTY:

1. If CONTRACTOR loses its statutory or regulatory authority to conduct the business which is the subject of the Agreement.
2. If CONTRACTOR or any of its staff become uninsurable; provided, however, that if one or more of CONTRACTOR's staff become uninsurable, COUNTY shall not have cause to terminate if CONTRACTOR immediately suspends such staff from rendering services;
3. If CONTRACTOR fails to start up services on the date specified in this Agreement, fails to continue to provide services for the entire Agreement period, or fails to comply with terms and conditions of Agreement, including submission of complete and accurate reports.
4. If COUNTY has evidence that CONTRACTOR has endangered or is endangering the health and safety of Members/residents, staff, or the public.
5. If the contract between COUNTY, State or any other funding source for provision of services is terminated in whole or in part by the funding source for any reason.
6. If COUNTY has evidence of CONTRACTOR'S financial instability which COUNTY deems sufficient to jeopardize levels and/or quality of services required by this Agreement.
7. If COUNTY has evidence of CONTRACTOR'S improper or illegal use of funds provided under this Agreement.
8. If CONTRACTOR is suspended, debarred, proposed for disbarment, declared ineligible or voluntarily excluded from participating in agreement or contract with any federal agency.
9. If COUNTY receives State initiated significant reductions in payment rates.

If this Agreement is terminated, CONTRACTOR is responsible for any and all claims from subcontractors for Covered Services provided prior to the termination date. In this event, CONTRACTOR shall promptly notify COUNTY of any outstanding claims for which COUNTY may owe, or be liable for payments, which are known to CONTRACTOR at the time of termination or when such new claims incurred prior to termination are received. CONTRACTOR shall supply COUNTY with all information necessary for reimbursement of such claims.

Upon termination COUNTY may withhold reimbursement to CONTRACTOR as an offset for anticipated damages until such time as the exact damages due to COUNTY from CONTRACTOR are agreed upon or otherwise determined.

Upon termination, CONTRACTOR agrees to transfer back to COUNTY unexpended and unobligated funds and all unexpended and/or nonexpendable personal property purchased under this Agreement as directed by COUNTY, the State of Oregon or the Federal Government.

COUNTY may withhold part or all of the unpaid Agreement balance upon Agreement

termination pending receipt of final reports.

C. Continuing Treatment at Termination

Notwithstanding the termination of this Agreement, for any reason, CONTRACTOR shall continue, at COUNTY'S election under the terms of this Agreement to provide Covered Services and shall be reimbursed in accordance with pre-authorized pre-negotiated fee-for-service rates with respect to any Members admitted prior to the date of termination, until such Members can safely be transferred or discharged.

## **XII. Terms and Conditions**

A. Advertising and Promotion.

CONTRACTOR shall reference the Multnomah County Department of Community and Family Services CAAPCare Program as a funding source in all flyers and brochures that advertise the contracted services program. COUNTY reserves the right to approve the language used to reference Multnomah COUNTY.

B. Assignment.

CONTRACTOR may not assign this Agreement without the written consent of COUNTY. CONTRACTOR agrees that, for services to Members, only agencies set forth in Exhibit 1, or subsequently approved in writing by COUNTY, will be employed or contracted for performance of services.

C. Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed an original hereof, but all of which taken together shall constitute one and the same instrument.

D. Governing Law.

The provisions of this Agreement shall be construed in accordance with the laws of the State of Oregon. Any legal action involving any question arising under this Agreement must be brought in Multnomah COUNTY, Oregon. If the claim must be brought in a federal forum, then it shall be brought and conducted in the United States District Court for the District of Oregon.

E. Independent Contractor.

CONTRACTOR is an independent CONTRACTOR and is solely responsible for the conduct of its programs. CONTRACTOR, its employees and agents shall not be deemed employees or agents of COUNTY, State of Oregon, or the federal government for any purpose. CONTRACTOR is responsible for all federal, state, and local taxes and fees applicable to payments for services under this Agreement. (It is understood, however, that if CONTRACTOR subcontracts with an Oregon public entity, officer or employee, that entity, officer or employee will be an independent subcontractor but may be subject to the Oregon Tort Claims Act ORS 30.260 to 30.300).

CONTRACTOR shall have responsibility for and control over the treatment provided to Members. COUNTY agrees not to control or direct the independent clinical judgement of CONTRACTOR or any staff. No action by COUNTY in accordance with this Agreement or COUNTY'S applicable policies or procedures shall relieve CONTRACTOR or any staff of professional responsibility for Members or in any way limit CONTRACTOR'S or any staff's obligations to Members. CONTRACTOR or its staff shall not be entitled to receive any employee benefits provided by COUNTY to its employees.

F. Amendments.

Except as otherwise specifically provided in this Agreement in relation to the Provider Manual, no amendment of the Agreement shall be binding unless in writing and executed by the parties.

G. Notices.

Any notice required or permitted to be given pursuant to the terms and provisions of this Agreement shall be in writing and shall be sent via facsimile, U.S. mail, postage prepaid, return receipt requested or private courier to the party at the address set forth in the preamble of the Agreement or such other address as may be communicated by one party to the other in writing from time to time.

H. Severability.

If any term, provision or condition of this Agreement shall be determined invalid by a court of competent jurisdiction, such invalidity shall in no way affect the validity of any other term, provision, or condition of the Agreement, and the remainder of the Agreement shall survive in full force and effect.

I. Survival.

Any obligations undertaken by CONTRACTOR pursuant to this Agreement pertaining to compensation, assignment of benefits, confidentiality, quality assurance, compliance with applicable laws, transition of care, insurance, indemnification and record-keeping and any terms regarding the relationship of the parties, waivers, survival of certain terms, governing law and any prohibitions as to balance billing, interference with business relationships, rights of third parties, taking legal action shall all survive any termination of the Agreement.

J. Year 2000 Compliance.

If Contractor learns or has reason to believe that County's hardware or software environment fails to use a date format that explicitly and correctly specifies the century in any date data, Contractor shall promptly advise the County of such failure. If this Contract provides for the delivery of computer hardware or software, all such hardware or software shall, individually and in combination, correctly process, sequence, and calculate all date and date-related data for all dates prior to, through and after January 1, 2000. Any software products delivered under this Contract that process date or date-

related data shall recognize, store and transmit date data in a format which explicitly and unambiguously specifies the correct century.

K. Waiver.

Waiver of any default under this Agreement by COUNTY shall not be deemed to be a waiver of any subsequent default or a modification of the provisions of this Agreement.

L. Patient Self-determination.

CONTRACTOR shall comply with the requirements of 42 CFR Part 489, Subpart I OBRA 1990, Patient Self Determination Act, and the provisions of Oregon Revised Statute 127 pertaining to advance directives.

M. Force Majeure.

Neither CONTRACTOR nor COUNTY shall be held responsible for delay or default caused by fire, riot, war, major disaster, epidemic or acts of God which are beyond either CONTRACTOR'S or COUNTY'S reasonable control. CONTRACTOR or COUNTY shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. If the rendering of services or benefits under this Agreement is delayed or made impractical due to a labor dispute involving CONTRACTOR, care may be deferred until after resolution of the labor dispute except when care or service is needed for an emergency or urgent need or when there is a potential for a serious adverse mental health or medical consequence if treatment or diagnosis is delayed more than 30 calendar days. If a labor dispute disrupts normal execution of Contractor duties under this Agreement, CONTRACTOR shall notify OMAP Members in writing of the situation and direct OMAP Members to bring serious health care needs to CONTRACTOR'S attention.

N. Non Appropriation Clause.

If payment for work under this Agreement extends into the COUNTY'S next fiscal year, COUNTY'S obligation to pay for such work is subject to approval of future appropriations to fund this Agreement by the Board of County Commissioners of Multnomah COUNTY, Oregon.

O. Ownership/Successors of Interest

Notwithstanding any other provisions of this Agreement: CONTRACTOR shall notify COUNTY of any changes in the ownership of CONTRACTOR and provide COUNTY with the name(s) and address(es) of all owners of an equity interest in CONTRACTOR which equals or exceeds five (5) percent. CONTRACTOR shall not assign or transfer any of its interest in this Agreement without the prior written consent of COUNTY. Subject to the immediately preceding sentence, the provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns, if any. In addition to any other assignment or transfer of interest, for purposes of this Agreement, all of the following fundamental changes shall be considered an assignment of an interest in this Agreement subject to the

COUNTY'S prior written consent:

1. A consolidation or merger of CONTRACTOR, or of a corporation or other entity or person controlling CONTRACTOR, with or into a corporation or other entity or person, or any other reorganization or transaction or series of related transactions involving the transfer of more than fifty percent (50%) of the equity interest in CONTRACTOR or more than fifty percent (50%) of the equity interest in a corporation or other entity or person controlling CONTRACTOR, or
2. The sale, conveyance or disposition of all or substantially all of the assets of CONTRACTOR, or of a corporation or other entity or person controlling CONTRACTOR, in a transaction or series of related transactions.

CONTRACTOR shall notify COUNTY of any changes in the ownership of CONTRACTOR at least forty-five (45) calendar days prior to any assignment or transfer of an interest in this Agreement and shall reimburse COUNTY for all legal fees reasonably incurred by COUNTY in reviewing the proposed assignment or transfer and in negotiating and drafting appropriate documents.

P. Merger Clause.

This Agreement constitutes the entire Agreement between the parties. There are no understandings, agreements or representations, oral or written, not specified herein regarding this Agreement.

### **XIII. Compliance with Specific State and Federal Requirements**

When applicable CONTRACTOR agrees to comply with the specific federal and state requirements set forth below. This list is not intended to be a complete list of all federal and state requirements applicable to Contractor.

A. Accessibility.

CONTRACTOR shall comply with the Americans with Disabilities Act of 1990 (P.L. 101.336), ORS 30.670 to ORS 30.685, ORS 659.425, ORS 659.430, and all regulations and administrative rules established pursuant to those laws, in the construction, remodeling, maintenance, and operation of any structures and facilities, and in the conduct of all programs, services, training, educational or otherwise, conducted by CONTRACTOR.

B. Application, Acceptance, Use and Audit of Federal and State Funds.

For Federal funds, CONTRACTOR agrees to comply with: a) OMB Circulars related to the application, acceptance, use, and audit of federal funds (Nos. A-87: Cost Principles for State and Local Governments; A-102: Grants-in-Aid to State and Local governments; A-110: Grants and Agreements with Institutions of Higher Education, Hospitals and other Non-profit Organizations; A-122: Cost Principles for Non-profit Organizations; and A-133: Audits of States, Local Governments and other Non-Profit

Organizations).

For State funds, CONTRACTOR agrees to comply with Oregon Administrative Rules OAR 309-13-020 Audit Guidelines, 309-13-075 through 309-13-105 Fraud and Embezzlement, and 309-14-030 Standards for Management of all Service Elements.

C. Department of Energy

1. In the case of any service, financial aid, covered employment, equipment, property, or structure provided, leased, or improved with federal assistance extended to the CONTRACTOR by the Department of Energy, this assurance obligates the CONTRACTOR for the period during which federal assistance is extended. In the case of any transfer of such service, financial aid, equipment, property, or structure, this assurance obligates the CONTRACTOR for the period during which it retains ownership or possession of the property.
2. CONTRACTOR agrees to compile and maintain information pertaining to programs or activities developed as a result of the CONTRACTOR'S receipt of federal assistance from the Department of Energy. Such information shall include, but is not limited to:
  - a. The manner in which services are or will be provided and related data necessary for determining whether any persons are or will be denied such services on the basis of prohibited discrimination;
  - b. The population eligible to be served by race, color, national origin, sex, age, and handicap;
  - c. Data regarding covered employment including use or planned use of bilingual public contact employees serving beneficiaries of the program where necessary to permit effective participation by beneficiaries unable to speak or understand English;
  - d. The location of existing or proposed facilities connected with the program and related information adequate for determining whether the location has or will have the effect of discrimination;
  - e. The present or proposed membership by race, color, national origin, sex, age, and handicap, in any planning or advisory body which is an integral part of the program; and
  - f. Any additional written data determined by the Department of Energy to be relevant to its obligation to assure compliance by CONTRACTOR with applicable laws.
3. CONTRACTOR agrees to submit requested data to the Department of Energy regarding programs and activities developed by the CONTRACTOR from the use of federal assistance funds extended by the Department of Energy. Facilities of the CONTRACTOR (including physical plants, buildings, or other structures) and all records, books, accounts, and other sources of information pertinent to the CONTRACTOR'S compliance with the civil rights laws shall be made available for inspection during normal business hours on request of an officer or employee of the Department of Energy specifically authorized to make such inspections. Instructions in this regard will be provided by the Director, Office

of Equal Opportunity, U.S. Department of Energy.

4. This assurance is given in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts (excluding procurement contracts), property, discounts, or other federal assistance extended after the date hereto, to the CONTRACTOR by the Department of Energy, including installment payments on account after such date of application for federal assistance which are approved before such date. The CONTRACTOR recognizes and agrees that such federal assistance will be extended in reliance upon the representations and agreements made in this assurance and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the CONTRACTOR, its successors, transferees, and assignees, as well as the person whose signature appears below and who is authorized to sign this assurance on behalf of the CONTRACTOR.

D. Federal Contract Requirements

CONTRACTOR ensures that the requirements of 42 CFR §434 that are appropriate to the services or activities provided are fulfilled.

E. Conditions of Payment and Hours of Work

CONTRACTOR shall comply with provisions of ORS 279.312, 279.314, 279.316, and 279.320.

F. Displaced Persons

CONTRACTOR agrees to comply with the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of federal and federally assisted programs.

G. Drug-Free Workplace

CONTRACTOR certifies that it will provide a drug-free workplace in compliance with the federal "Drug-Free Workplace Act of 1988" by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in CONTRACTOR'S workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing a drug-free awareness program to inform employees about 1) the dangers of drug abuse in the workplace; 2) CONTRACTOR'S policy of maintaining a drug-free workplace; 3) any available drug counseling, rehabilitation, and employee assistance programs; and 4) the penalties that may be imposed upon employees for drug abuse violations;
3. Making it a requirement that each employee to be engaged in the performance of this Agreement be given a copy of the statement required above;

4. Notifying the employee in the statement required above that as a condition of employment on such, the employee shall abide by the terms of the statement and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction;
5. Notifying the COUNTY within 10 days after receiving notice under paragraph d. above from an employee or otherwise receiving actual notice of such conviction;
6. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by section 5154 of the Drug-Free Workplace Act of 1988;
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. through f. above.

#### H. Energy Conservation

CONTRACTOR agrees to comply with all standards and policies relating to energy efficiency which are contained in any approved State of Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act (PL 94-165).

#### I. Environmental Protection

1. CONTRACTOR ensures that if the sums payable under this Agreement exceed one hundred thousand dollars, CONTRACTOR shall comply with all applicable standards, orders, and requirements issued under Section 306 of the Clean Air Act (42 USC 1857 H), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR part 15). CONTRACTOR additionally agrees to promptly report all infractions to the state, federal grantor agency, and to the U.S. Environmental Protection Agency.
2. CONTRACTOR ensures that facilities under its ownership, lease, or supervision which shall be used in the accomplishment of services under this Agreement are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it shall notify the Department of Energy or Department of Health and Human Services of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

#### J. Lobbying for Funds

Pursuant to the requirements of Section 1352 of Public Law 101-121, the CONTRACTOR certifies, to the best of its knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an



officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. 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 CONTRACTOR agrees to complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

K. Oregon Tax Laws

CONTRACTOR assures, under penalty of perjury, that it is not in violation of any Oregon tax laws. For the purposes of this certificate, "Oregon tax laws" includes the State inheritance tax, personal income tax, withholding tax, corporation income and excise taxes, amusement device tax, the homeowners and renters property tax relief program and local taxes administered by the Department of Revenue (Multnomah County Business Income Tax, Tri-Metropolitan Transit District Employer Payroll Tax, and Tri-Metropolitan Transit District Self-Employment Tax).

L. Pro-Children Act of 1994

The Pro-Children Act of 1994 (P.L. 103-227) requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan, or loan guarantees. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation.

M. Non-discrimination

CONTRACTOR shall comply with Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1973, Part V of the Rehabilitation Act of 1973 as amended, the Americans with Disabilities Act (ADA) of 1990, and all amendments to those acts and all regulations promulgated thereunder. Further, CONTRACTOR shall comply with all applicable COUNTY Non-discrimination policies and shall also comply with Executive Order 11063 and Executive Order 11246, "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Federal Acquisition Regulations 48 CFR Part 1520 and Department of Labor Regulations 41 CFR Part 60.

#### XIV. Contractor Data and Signature

Contractor Name: Oregon Health Sciences University

Contractor Address: 3181 SW Sam Jackson Parkway, Portland Oregon 97212, 494-4854

Federal Tax ID# or Social Security #: 93-1176109

State Tax ID #: \_\_\_\_\_ Nonresident alien \_\_\_\_\_ Yes \_\_\_\_\_ No

Business Designation (check one): \_\_\_\_\_ Sole Proprietorship \_\_\_\_\_ Partnership \_\_\_\_\_ Non-profit  
\_\_\_\_\_ Corporation \_\_\_\_\_ Government \_\_\_\_\_

Federal tax ID numbers or Social Security numbers are required pursuant to ORS 305.385 and will be used for the administration of state, federal and local laws. Payment information will be reported to the Internal Revenue Service under the name and Federal tax ID number or, if none, the Social Security number provided above.

I have read this Agreement including the attached Exhibits. I understand the Agreement and agree to be bound by its terms.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Date

NOTE: Contractor must also sign Exhibit 3 and (if attached) Exhibit 4.

#### MULTNOMAH COUNTY SIGNATURE

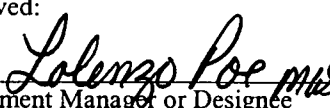
(This contract is not binding on the County until signed by the Chair or the Chair's designee)

  
\_\_\_\_\_  
County Chair or Designee

July 8, 1999  
Date

#### Department and County Counsel Approval and Review

Approved:

  
\_\_\_\_\_  
Department Manager or Designee

6/23/99  
Date

Reviewed:

THOMAS SPONSLER, COUNTY COUNSEL  
FOR MULTNOMAH COUNTY

By:   
\_\_\_\_\_  
Assistant County Counsel

6/25/99  
Date

**APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # C-25 DATE 7/8/99  
DEB BOGSTAD  
**BOARD CLERK****

CONTRACT FOR SERVICES  
MULTNOMAH COUNTY COMMUNITY AND FAMILY SERVICES DEPARTMENT

6/11/99

**Attachment A:**  
**Service Elements and Contract Amounts**

Contractor Name : OHSU	Vendor Code: CAAP205	
Contractor Address : 3181 SW SAM JACKSON PARKWAY PORTLAND OR 97212		
Telephone : 494-4854	Fiscal Year : 99/00	Federal ID # : 93-1176109

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**Program Office Name : Managed Care Contracts**

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*Service Element Name : Capitated Performance Incentive (K00P)*

<u>Mod. #</u>	<u>Begin Date</u>	<u>End Date</u>	<u>Payment Method</u>	<u>Payment Basis</u>	<u># of Units</u>	<u>Unit Description</u>	<u>Unit Rate</u>	<u>Amount</u>
0	7/1/99	6/30/00	Monthly Allotment	Capitation				Req't's

Total								Req't's
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*Service Element Name : Electro Convulsive Treatment (K11E)*

<u>Mod. #</u>	<u>Begin Date</u>	<u>End Date</u>	<u>Payment Method</u>	<u>Payment Basis</u>	<u># of Units</u>	<u>Unit Description</u>	<u>Unit Rate</u>	<u>Amount</u>
0	7/1/99	6/30/00	Per Invoice	Fee for Service	Req't's			Req't's

Total					Req't's			Req't's
-------	--	--	--	--	---------	--	--	---------

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*Service Element Name : CAAPCare Network Inpatient Services (K22B)*

<u>Mod. #</u>	<u>Begin Date</u>	<u>End Date</u>	<u>Payment Method</u>	<u>Payment Basis</u>	<u># of Units</u>	<u>Unit Description</u>	<u>Unit Rate</u>	<u>Amount</u>
0	7/1/99	6/30/00	Monthly Allotment	Capitation				Req't's

Total								Req't's
-------	--	--	--	--	--	--	--	---------

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*Service Element Name : State Hospital Waitlist (K22W)*

<u>Mod. #</u>	<u>Begin Date</u>	<u>End Date</u>	<u>Payment Method</u>	<u>Payment Basis</u>	<u># of Units</u>	<u>Unit Description</u>	<u>Unit Rate</u>	<u>Amount</u>
0	7/1/99	6/30/00	Per Invoice	Fee for Service	Req't's			Req't's

Total					Req't's			Req't's
-------	--	--	--	--	---------	--	--	---------

CONTRACT FOR SERVICES  
MULTNOMAH COUNTY COMMUNITY AND FAMILY SERVICES DEPARTMENT

6/11/99

**Attachment A:**  
**Service Elements and Contract Amounts**

Contractor Name : OHSU		Vendor Code: CAAP205
Contractor Address : 3181 SW SAM JACKSON PARKWAY PORTLAND OR 97212		
Telephone : 494-4854	Fiscal Year : 00/01	Federal ID # : 93-1176109

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**Program Office Name : Managed Care Contracts**

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*Service Element Name : Capitated Performance Incentive (K00P)*

<u>Mod. #</u>	<u>Begin Date</u>	<u>End Date</u>	<u>Payment Method</u>	<u>Payment Basis</u>	<u># of Units</u>	<u>Unit Description</u>	<u>Unit Rate</u>	<u>Amount</u>
0	7/1/00	9/30/00	Monthly Allotment	Capitation				Req't's

Total								Req't's
-------	--	--	--	--	--	--	--	---------

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*Service Element Name : Electro Convulsive Treatment (K11E)*

<u>Mod. #</u>	<u>Begin Date</u>	<u>End Date</u>	<u>Payment Method</u>	<u>Payment Basis</u>	<u># of Units</u>	<u>Unit Description</u>	<u>Unit Rate</u>	<u>Amount</u>
0	7/1/00	9/30/00	Per Invoice	Fee for Service	Req't's			Req't's

Total					Req't's			Req't's
-------	--	--	--	--	---------	--	--	---------

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*Service Element Name : CAAPCare Network Inpatient Services (K22B)*

<u>Mod. #</u>	<u>Begin Date</u>	<u>End Date</u>	<u>Payment Method</u>	<u>Payment Basis</u>	<u># of Units</u>	<u>Unit Description</u>	<u>Unit Rate</u>	<u>Amount</u>
0	7/1/00	9/30/00	Monthly Allotment	Capitation				Req't's

Total								Req't's
-------	--	--	--	--	--	--	--	---------

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*Service Element Name : State Hospital Waitlist (K22W)*

<u>Mod. #</u>	<u>Begin Date</u>	<u>End Date</u>	<u>Payment Method</u>	<u>Payment Basis</u>	<u># of Units</u>	<u>Unit Description</u>	<u>Unit Rate</u>	<u>Amount</u>
0	7/1/00	9/30/00	Monthly Allotment	Capitation				Req't's

Total								Req't's
-------	--	--	--	--	--	--	--	---------

**ATTACHMENT B**  
**MULTNOMAH COUNTY SERVICES CONTRACT**  
**Contract No: 0010632**  
**Payment Mechanism – Inpatient Network**

**Payment Mechanisms and Reporting Requirements**

**Service Pools**

CAAPCare receives a monthly capitation premium from the State of Oregon, under the State MHO agreement, and allocates no more than 12 percent of the total premium to an Administrative Budget and no less than 88 percent of the total premium to a Mental Health Care Budget. The latter is made up of four service pools, each of which is funded with a fixed percentage of the premium: Outpatient Services, 50 percent; Inpatient Services, 19.6 percent; System-wide Services, 15.4 percent; and Investments and Incentives, 3 percent.

**Inpatient Services**

Inpatient services provided by the network hospitals are funded by the Inpatient Services Pool. The participating inpatient hospital networks are jointly at full risk for the costs of all psychiatric inpatient services provided to Members, including for inpatient services paid by CAAPCare to non-participating (hospitals not in networks) and to out-of-area hospitals. The only exceptions are partial hospitalization and sub-acute services authorized and paid for by CAAPCare from the System-wide Services pool.

Each month a percentage of the Inpatient Services pool will be set-aside to pay for non-participating and out-of-area inpatient providers. As necessary, the percentage will be increased or decreased over the course of this contract on the basis of actual expenses for direct payments. Any surplus in the set-aside will be returned to the Inpatient Services pool.

**System-Wide Services**

The System-Wide Services Pool is funded with 15.4% of the monthly premium. CAAPCare shall make direct payments for identified system-wide services to adults and children, including but not limited to: day hospital services, sub-acute psychiatric services, dual-diagnosis residential support services, sub-acute day treatment services, therapeutic school services and Crisis Triage Center services. On a periodic basis the Inpatient Services Pool, the Outpatient Services Pool, and Incentives Pool shall share in any surplus or deficit in the System-wide Services Pool (following payments for system-wide services) in accordance with procedures described in the Provider Manual.

**Investments and Incentives**

The Investments and Incentives Pool is funded with 3% of the monthly premium. This Pool will be available for incentives offered by CAAPCare service providers and for investments in service system development.

**Third Party Resources**

CONTRACTOR shall make reasonable effort to ensure that Members cooperate in securing third party resources other than liability insurance, and to the extent permitted by law, CONTRACTOR shall, when cost effective and clinically appropriate, collect such resources on behalf of Multnomah COUNTY CAAPCare, including reimbursements from Medicare. Except for claims submitted fee-for-service, CONTRACTOR may retain and use any third party reimbursements collected on behalf of Multnomah COUNTY CAAPCare, which shall not be used to off-set payments by the COUNTY under this contract and which shall not be subject to any claim by the COUNTY. For fee-for-service claims, third party payments and recovery will offset payments by the COUNTY. Third party reimbursements shall be reported to CAAPCare as part of the service encounter data and fee-for-service claims submission process as specified in the Provider Manual.

**Dual Billing**

CONTRACTOR may not request or obtain payment from the State or any Member for Covered

Services provided during any contract period for which capitation payments were made by the State to the COUNTY through the Office of Medical Assistance Programs (OMAP).

#### Fee-for Service Payments

Fee for service claims may be submitted by CONTRACTOR for inpatient Covered Services which are provided to Members who have been accepted by the State for long term care but who remain in the CONTRACTOR'S facility pending placement in the State Hospital. CONTRACTOR will receive the total amount which the State pays the MHO for this service. As applicable, fee-for-service claims may also be submitted for pre-authorized partial hospitalization services, including professional fees for ECT services provided as partial hospitalization. These claims will be paid at a set rate per unit of service. All services will be reported using appropriate codes as defined by the Oregon Health Plan. The unit rates will be based on the current OMAP rates unless another rate has been negotiated by CAAPCare. Current rates are listed in the Provider Manual.

### **Reporting Requirements**

#### Encounter Data

The Network shall be responsible for the electronic submission of timely, accurate and complete encounter data for all services provided under this contract, based on the procedure and format detailed in the Provider Manual. Encounter data must be submitted within four months of the date of the service to be included in the premium sharing formula. Failure to submit encounter data in accordance with these requirements shall be grounds for CAAPCare withholding payment to the CONTRACTOR. CONTRACTOR will not forfeit the premium sharing arrangement, if encounter data reaches the third party administrator within the given four (4) month period, even if the third party administrator cannot produce the encounter data for the COUNTY with appropriate timeliness.

#### Claims Processing for Fee-For-Service Payments

Claims for fee-for-service payments should be submitted on paper HCFA 1500 forms or an equivalent electronic format. CONTRACTOR must bill county within four (4) months of the date of discharge or date of service

#### Other Required Reports

The CONTRACTOR shall cooperate with CAAPCare in the collection of information through encounter data, consumer surveys, on-site reviews, medical chart reviews, member concerns and complaints, access timelines, staff credentialing, member outcomes, interviews with staff, utilization and financial reports, and other data or information as required for purposes of monitoring compliance with this contract, for research and evaluation purposes, and for the purpose of developing and monitoring quality and performance objectives.

#### Oregon Patient Residential Care Program

The CONTRACTOR shall be responsible for enrolling all CAAPCare Members in the Oregon Patient Residential Care Systems (OPRCS) and for submitting this information to the State of Oregon Mental Health and Developmental Disability Services Division (MHDDSD) according to procedures developed by MHDDSD. Failure to submit encounter and OPRCS data in accordance with these requirements shall be grounds for CAAPCare withholding premium share payment to the CONTRACTOR.

**EXHIBIT 1**

**MULTNOMAH COUNTY SERVICES CONTRACT**

Contract No: 0010632

**LIST OF APPROVED SUBCONTRACTORS**

<b>Agency Name:</b>
<b>Contact Person:</b>
<b>Address:</b>
<b>Telephone:</b>

<b>Agency Name:</b>
<b>Contact Person:</b>
<b>Address:</b>
<b>Telephone:</b>

<b>Agency Name:</b>
<b>Contact Person:</b>
<b>Address:</b>
<b>Telephone:</b>

<b>Agency Name:</b>
<b>Contact Person:</b>
<b>Address:</b>
<b>Telephone:</b>

<b>Agency Name:</b>
<b>Contact Person:</b>
<b>Address:</b>
<b>Telephone:</b>



EXHIBIT 2  
MULTNOMAH COUNTY SERVICES CONTRACT  
Contract No: 0010632  
INSURANCE REQUIREMENTS

Contractor shall at all times maintain in force at Contractor's expense, each insurance noted below:\*\*

**Workers Compensation** insurance in compliance with ORS 656.017, which requires subject employers to provide workers' compensation coverage in accordance with ORS Chapter 656 for all subject workers. Contractor and all subcontractors of Contractor with one or more employees must have this insurance unless exempt under ORS 656.027 (See Exhibit 4). Employer's Liability Insurance with coverage limits of not less than \$100,000 must be included.

THIS COVERAGE IS REQUIRED. Attach Certificate of Insurance. If Contractor does not have coverage and claims to be exempt, attach Exhibit 4 in lieu of Certificate.

**Professional Liability** insurance with a combined single limit of not less than ( ) \$500,000, ☒ \$1,000,000, ( ) \$2,000,000 each claim, incident, or occurrence, with an annual aggregate limit of ( ) \$500,000, ☒ \$1,000,000, ( ) \$2,000,000. This is to cover damages caused by error, omission, or negligent acts related to professional services provided under this Contract. The policy must provide extended reporting period coverage for claims made within two years after this Contract is completed.

☒ Required by County ( ) Not required by County

**Commercial General Liability** insurance, on an occurrence basis, with a combined single limit of not less than ( ) \$500,000, ☒ \$1,000,000, ( ) \$2,000,000 each occurrence for Bodily Injury and Property Damage, with an annual aggregate limit of ( ) \$500,000, ☒ \$1,000,000, ( ) \$2,000,000. This insurance must include contractual liability coverage.

☒ Required by County ( ) Not required by County

**Commercial Automobile Liability** insurance with a combined single limit, or the equivalent of not less than ( ) \$500,000, ( ) \$1,000,000, ( ) \$2,000,000 each occurrence for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles.

( ) Required by County ☒ Not required by County

**Additional Requirements.** Coverage must be provided by an insurance company admitted to do business in Oregon or rated B+ or better by Best's Insurance Rating. Contractor shall pay all deductibles and retentions. A cross-liability clause or separation of insureds condition must be included in all commercial general liability policies required by this Contract. Contractor's coverage will be primary in the event of loss.

**Certificate of Insurance Required.** Contractor shall furnish a current Certificate of Insurance to the County with the signed Contracts. The Certificate shall provide that there shall be no cancellation, termination, material change, or reduction of limits of the insurance coverage without 30 days written notice from the Contractor's insurer to the County. The Certificate shall also state the deductible or retention level. For commercial general liability and automobile liability insurance the Certificate shall also provide that the County, its agents, officers, and employees are Additional Insureds with respect to Contractor's services to be provided under this Contract. If requested, complete copies of insurance policies shall be provided to the County.

Completed by: \_\_\_\_\_

*A. Near*  
Contract Originator

**\*\*Note to Contract Originator:** For certain types of Agreements additional insurance may be required. Refer to the Contract Insurance and Indemnification Manual or contact Risk Management.

### EXHIBIT 3

**MULTNOMAH COUNTY SERVICES CONTRACT**  
**Contract No. 0010632**  
**CERTIFICATION STATEMENT FOR CORPORATION**  
**OR INDEPENDENT CONTRACTOR**

NOTE: Contractor Must Complete A or B below:

**A. CONTRACTOR IS A CORPORATION**

**CORPORATION CERTIFICATION:** I certify under penalty of perjury that Contractor is a corporation authorized to do business in the State of Oregon.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**CONTRACTOR IS AN INDEPENDENT CONTRACTOR.**

**Contractor certifies that the following statements are true:**

1. If Contractor is providing labor or services under this Contract for which registration is required under ORS Chapter 701, Contractor has registered as required by law, and
2. If Contractor performed labor or services as an independent Contractor last year, Contractor filed federal and state income tax returns last year in the name of the business (or filed a Schedule C in the name of the business as part of a personal income tax return), and
3. Contractor represents to the public that the labor or services Contractor provides are provided by an independently established business, and
4. All of the statements checked below are true.

**NOTE: Check all that apply. You must check at least four (4) to establish that you are an Independent Contractor.**

- ☐ A. The labor or services I perform is primarily carried out at a location that is separate from my residence or is primarily carried out in a specific portion of my residence which is set aside as the location of the business.
- ☐ B. I purchase commercial advertising or I have business cards for my business, or I am a member of a trade association.
- ☐ C. My business telephone listing is separate from my personal residence telephone listing.
- ☐ D. I perform labor or services only under written contracts.
- ☐ E. Each year I perform labor or services for at least two different persons or entities.
- ☐ F. I assume financial responsibility for defective workmanship or for service not provided by purchasing performance bonds, errors and omission insurance or liability insurance, or providing warranties relating to the labor or services I provide.

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Date

## CERTIFICATE OF INSURANCE

Multnomah County - Lou Olson  
DEPT. OF COMMUNITY & FAMILY SRV  
CONTRACTS AND EVALUATION DIVISI  
421 SW 6TH, 7TH FLOOR  
PORTLAND, OR 97204

This is to certify that an insurance policy, subject to its terms, conditions and exclusions, is presently in force for the Named Insured. This certificate confers no rights upon the Certificate Holder, nor does it extend or alter the coverage afforded by the policy.

Policy No.: OR HD0/2486

Policy Period (12:01 A.M. at place of issue)

Retroactive Date

From: 7/1/97

To: 7/1/98

7/1/92

HEALTH CARE PROFESSIONAL LIABILITY POLICY:

Coverage	Limits of Liability
Personal Injury and Professional Liability	\$1,000,000 each claim/ \$4,000,000 annual aggregate
Excess Personal Injury and Professional Liability	None
Fire Legal Liability	None
Premises Medical	None
Other	

### SPECIAL PROVISIONS:

OHSU is provided coverage for services rendered on behalf of the Named Insured within the scope of duties as such for the NAMED INSURED.

### NAMED INSURED:

Oregon Health Sciences University, L328  
3181 S.W. Sam Jackson Park Road  
Portland, OR 97201-3098

  
Authorized Representative

09-Dec-97

Date

5

3181 S.W. Sam Jackson Park Road, L328  
Portland, OR 97201-3098  
(503) 494-5389

# Certificate of Insurance

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE IS NOT AN INSURANCE POLICY AND DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED.



This is to Certify that

OREGON HEALTH SCIENCES UNIVERSITY  
3181 SW SAM JACKSON PARK RD  
L328  
PORTLAND OR 97201-3011  
|||||

P O Box 5240  
Portland, OR 97208-5240  
503.239.5800

is, at the date of the certificate, insured by the Company under the policy(ies) listed below. The insurance afforded by the listed policy(ies) is subject to all their terms, exclusions and conditions and is not altered by any requirement, term or condition of any contract or other document with respect to which this certificate may be issued.

TYPE OF POLICY	EXPIRATION DATE	POLICY NUMBER	LIMITS OF LIABILITY	
<input checked="" type="checkbox"/> WORKERS' COMPENSATION	7/01/98	WC4-1NC-010293	COVERAGE AFFORDED UNDER W.C. LAW OF FOLLOWING STATES  OR	LIMIT OF LIABILITY - COVERAGE B B.I. by Accident \$500,000 Each Accident Policy Limit B.I. by Disease \$500,000 B.I. by Disease \$500,000 Each Employee
GENERAL LIABILITY <input type="checkbox"/> Commercial General Liability (Occurrence) <input type="checkbox"/> Owner's and Contractor's Protective <input type="checkbox"/>			MARITIME COVERAGE-FOLLOWING STATES General Aggregate Products Comp/OPS Aggregate Personal & Advertising Injury Each Occurrence Fire Damage (Any one fire) Medical Expense (Any one person)	LIMIT OF LIAB.-MARITIME COVERAGE \$ \$ \$ \$ \$ \$
AUTOMOBILE LIABILITY <input type="checkbox"/> Any Auto <input type="checkbox"/> All owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-owned Autos <input type="checkbox"/> Garage Liability <input type="checkbox"/>			CSL Bodily Injury (Per Person) Bodily Injury (Per Accident) Property Damage	\$ \$ \$ \$
OTHER				
LOCATION(S) OF OPERATIONS & JOB # (IF APPLICABLE) OHSU			DESCRIPTION OF OPERATIONS	
CANCELLATION:	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED BELOW, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, OF REPRESENTATIVES.			

MAILED TO: ATTN LOU OLSON  
MULTNOMAH COUNTY-DEPT OF COMMUNITY & FAM  
CONTRACTS & EVALUATION DIVISION  
421 SW 6TH AVE 7TH FL  
PORTLAND OR 97204-1629  
|||||

*Calvin Hamlett*

EFS sb 12/03/97 PORTLAND Marketing  
DATE ISSUED OFFICE

MEETING DATE: JUL 08 1999  
AGENDA NO: C-26  
ESTIMATED START TIME: 9:30

(Above space for Board Clerk's Use Only)

**AGENDA PLACEMENT FORM**

**SUBJECT: Intergovernmental Agreement with Oregon Health Sciences University Behavioral Health Clinic to provide Alcohol and Drug Treatment in a facility certified by the State for those services. This includes funding from various State and local sources.**

**BOARD BRIEFING**

Date Requested: \_\_\_\_\_  
Requested By: \_\_\_\_\_  
Amount of Time Needed: \_\_\_\_\_

**REGULAR MEETING**

Date Requested: \_\_\_\_\_  
Amount of Time Needed: Consent

DEPARTMENT: Community and Family Services  
CONTACT: Lorenzo Poe/Floyd Martinez

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

PERSON(S) MAKING PRESENTATION: Consent

**ACTION REQUESTED:**

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

**SUGGESTED AGENDA TITLE**

**Intergovernmental Expenditure Agreement Between Oregon Health Sciences University  
Behavioral Health Clinic**

7/14/99 ORIGINALS TO ESTHER MONTANEZ-THORALES

**SIGNATURES REQUIRED:**

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

OR  
DEPARTMENT MANAGER: \_\_\_\_\_

*Lorenzo Poe*

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

Any Questions: Call the Board Clerk @ 248-3277

99 JUL 24 11 12:45  
MULTNOMAH COUNTY  
CLERK OF COUNTY COMMISSIONERS



# MULTNOMAH COUNTY OREGON

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

BOARD OF COUNTY COMMISSIONERS  
BEVERLY STEIN • CHAIR OF THE BOARD  
DIANE LINN • DISTRICT 1 COMMISSIONER  
SERENA CRUZ • DISTRICT 2 COMMISSIONER  
LISA NAITO • DISTRICT 3 COMMISSIONER  
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

TO: Beverly Stein, Multnomah County Chair

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

DATE: June 21, 1999

SUBJECT: Intergovernmental Agreement with Oregon Health Sciences University Behavioral Health Clinic

**I. Recommendation/Action Requested:** The Department of Community and Family Services recommends Board of County Commissioner approval of the attached renewal contract with Oregon Health Sciences University Behavioral Health Clinic, for the period July 1, 1999 through June 30, 2000.

**II. Background/Analysis:** The Department of Community and Family Services is contracting with Oregon Health Sciences University Behavioral Health Clinic to purchase DUII program services and gambling addiction treatment. The Oregon Health Sciences University contract includes: hearing impaired interpreter services, DUII information and rehabilitation programs, DUII information and rehabilitation programs for hearing impaired and non-English speaking, and alcohol and drug voucher services. The funds for alcohol and drug voucher services comes from SOSCF. The funds for gambling addiction treatment come from State video poker revenues. The funds for DUII program services and hearing impaired/language interpreter services come from the State Office of Alcohol and Drug Abuse Programs.

**III. Financial Impact:** Funds for this contract are included in the Departmental budget. The total funding for this contract is \$276,221, plus fee-for-service paid on a requirements basis. This contract is for a period of one year.

**IV. Legal Issues:** none

**V. Controversial Issues:** none

**VI. Link to Current County Policies:** These DUII programs address the Alcohol/Drug Diversion benchmark; 75% clients without a subsequent offense during the year following treatment.

**VII. Citizen Participation:** none

**VIII. Other Government Participation:** none

f:\admin\ceul\contract.00\obhcm.doc

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

Contract #: **0010634**

Pre-approved Contract Boilerplate (with County Counsel signature) ☐ Attached ☒ Not Attached

Amendment #: **0**

Class I	Class II	Class III
<input type="checkbox"/> Professional Services not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Revenue not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Intergovernmental Agreement (IGA) not to exceed \$50,000 <input type="checkbox"/> Expenditure <input type="checkbox"/> Revenue <input type="checkbox"/> Architectural & Engineering not to exceed \$10,000 (for tracking purposes only)	<input type="checkbox"/> Professional Services that exceed \$50,000 or awarded by RFP or Exemption (regardless of amount) <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 that exceeds \$50,000 or awarded by RFP or Exemption (regardless of amount)	<input checked="" type="checkbox"/> Intergovernmental Agreement (IGA) that exceeds \$50,000 <input checked="" type="checkbox"/> Expenditure <input type="checkbox"/> Revenue <b>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</b> <b>AGENDA # C-26 DATE 7/8/99</b> <b>DEB BOGSTAD</b> <b>BOARD CLERK</b>

Department:	<u>Community and Family Services</u>	Division:	<u>Behavioral Health</u>	Date:	<u>June 16, 1999</u>
Originator:	<u>Gayle Kron</u>	Phone:	<u>26392</u>	Bldg/Rm:	<u>166/6</u>
Contact:	<u>Esther Montanez-Morales</u>	Phone:	<u>26223</u>	Bldg/Rm:	<u>166/7</u>

Description of Contract: **This contract renewal purchases: a) Hearing Impaired Interpreter services; b) Vouchers; c) Gambling Addiction Treatment; and d) DUI Information and Treatment services for the Office of Addictions Services.**

RENEWAL: <input checked="" type="checkbox"/>	PREVIOUS CONTRACT #(S):	<u>9910231</u>
RFP/BID: <u>N/A</u>	RFP/BID DATE:	
EXEMPTION #/DATE:	EXEMPTION EXPIRATION DATE:	ORS/AR #:
CONTRACTOR IS: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> ESB <input type="checkbox"/> QRF <input type="checkbox"/> N/A <input checked="" type="checkbox"/> NONE (Check all boxes that apply)		

Contractor	<u>OHSU Behavioral Health Clinic</u>	Remittance Address	
Address	<u>621 SW Alder Suite 520</u>	(If different)	
	<u>Portland, OR 97205</u>		
Phone	<u>494-4745</u>	Payment Schedule / Terms	
Employer ID# or SS#	<u>93-1176109</u>	<input type="checkbox"/> Lump Sum \$	<input type="checkbox"/> Due on Receipt
Effective Date	<u>July 1, 1999</u>	<input type="checkbox"/> Monthly \$	<input type="checkbox"/> Net 30
Termination Date	<u>June 30, 2000</u>	<input checked="" type="checkbox"/> Other \$	<u>Invoice/Allotment</u> <input type="checkbox"/> Other
Original Contract Amount \$	<u>276,221</u>		
Total Amt of Previous Amendments \$	<u>0</u>	<input checked="" type="checkbox"/> Requirements \$	<u>45,981</u>
Amount of Amendment \$	<u>0</u>		
Total Amount of Agreement \$	<u>276,221</u>	Encumber	<input type="checkbox"/> Yes <input type="checkbox"/> No

**REQUIRED SIGNATURES**

Department Manager	<u>Lolingo Poe mrs</u>	DATE	<u>6/21/99</u>
Purchasing Manager		DATE	
County Counsel	<u>Latie Smith</u>	DATE	<u>6/24/99</u>
County Chair	<u>William J. Dan</u>	DATE	<u>7/8/99</u>
Sheriff		DATE	
Contract Administration		DATE	

LGFS VENDOR CODE 623502						DEPT REFERENCE					
LINE #	FUND	AGENCY	ORG	SUB ORG	ACTIVITY	OBJ/ REV	SUB OBJ	REP CAT	LGFS DESCRIPTION	AMOUNT	INC DEC
01								See	Attached		
02											
03											

COMMUNITY AND FAMILY SERVICES DEPARTMENT  
 CONTRACT APPROVAL FORM SUPPLEMENT  
 Contractor : OHSU BEHAVIORAL HEALTH CLINIC

Page 1 of 1  
 6/16/99

Vendor Code : 623502

Fiscal Year : 99/00

Numeric Amendment : 00

Contract Number : 0010634

LINE	FUND	AGEN	ORG CODE	ACTIVIY CODE	OBJECT CODE	REPORTING CATEGORY	LGFS DESCRIPTION	ORIGINAL AMOUNT	AMENDMENT AMOUNT	FINAL AMOUNT	REQT'S ESTIMATE
51	156	010	1661	A60H	6060	9101X 00.003	A&D SMHD A&D Hearing Impaired Language Interpreter Services	Requirements		Requirements	\$1.00
52	156	010	1661	A66V	6060	9107F 93.959	A&D CSD East Project Team A&D Voucher Services	Requirements		Requirements	\$2,520.00
53	156	010	1661	A66V	6060	9109F 93.959	A&D CSD/MID Fam Supp Team A&D Voucher Services	Requirements		Requirements	\$2,520.00
57	156	010	1661	A68H	6060	9101X [ ]	A&D SMHD A&D DUII Info Hearing Impaired/Non- Eng-Speaking	Requirements		Requirements	\$100.00
54	156	010	1661	A68X	6060	9101X [ ]	A&D SMHD A&D DUII Information Program	Requirements		Requirements	\$590.00
55	156	010	1661	A78H	6060	9101X [ ]	A&D SMHD A&D DUII Rehab Hearing Impaired/Non-Eng Speaking	Requirements		Requirements	\$2,000.00
56	156	010	1661	A78X	6060	9101X [ ]	A&D SMHD A&D DUII Rehabilitation Program	Requirements		Requirements	\$38,250.00
02	156	010	1661	A81X	6060	9103S [ ]	A&D Vid Poker:Gambling Tx A&D Gambling Addiction Treatment	\$276,221.00		\$276,221.00	
TOTAL								\$276,221.00	\$0.00	\$276,221.00	\$45,981.00



MULTNOMAH COUNTY DEPARTMENT OF COMMUNITY & FAMILY SERVICES

SERVICE CONTRACT No. 0010634

This Contract is between MULTNOMAH COUNTY (County) and OHSU Behavioral Health Clinic (Contractor).

The parties agree as follows:

**Effective Date and Termination Date.** The effective date of this contract shall be July 1, 1999 or the date on which each party has signed this Contract, whichever is later. Unless earlier terminated as provided below, the termination date shall be June 30, 2000 or the date when all work has been completed and all payments have been made, whichever is later.

**Statement of Work.** Contractor shall perform the work described in Exhibit 1.

**Payment for Work.** County agrees to pay Contractor in accordance with Exhibit 1.

**Contract Documents.** This Contract includes this document and:

Exhibit 1 - Statement of Work, Compensation, Payment, and Renewal Terms	Ex. 1 - 4 Pages
Attachment A - Service Elements and Contract Amounts	Attach A 2 Pages
Exhibit 2 - Insurance Requirements	Ex. 2 - 1 Page
Exhibit 3 - Certification Statement for Corporation or Independent Contractor	Ex. 3 - 1 Page
Exhibit 4 - Workers' Compensation Exemption Certificate	Ex. 4 - 1 Page
Exhibit 5 - Invoice	Ex. 5 - 1 Page
Exhibit 6A - Monthly Expenditure Report	Ex. 6A - 1 Page
Exhibit 6B - Quarterly Budget Comparison Report	Ex. 6B - 1 Page
Exhibit 6C - Contractor Annual Budget	Ex. 6C - 1 Page

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STANDARD TERMS AND CONDITIONS

1. **Time is of the Essence.** Time is of the essence in the performance of this Contract.
2. **Subcontracts and Assignment.** Contractor shall not subcontract any of the work required by this Contract or assign or transfer any of its interest in this Contract, without the prior written consent of County.
3. **No Third Party Beneficiaries.** County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.
4. **Successors in Interest.** The provisions of this Contract shall be binding upon and inure to the benefit of the parties and their successors and approved assigns, if any.
5. **Early Termination.** This Contract may be terminated as follows:
  - a. County and Contractor, by mutual written agreement, may terminate this Contract at any time.
  - b. Either party may terminate this Contract for any reason on 30 days written notice.
  - c. Either County or Contractor may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within 15 days of the date of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.

- d. Notwithstanding paragraph 5(c), County may terminate this Contract immediately by written notice to Contractor upon:
- (i) Denial, suspension, revocation or non-renewal of any license permit or certificate that Contractor must hold to provide services under this Contract.
  - (ii) Upon County obtaining evidence that Contractor has endangered or is endangering the health and safety of clients/residents, staff, or the public.
  - (iii) If the contract between County and any funding source for provision of services is terminated in whole or in part or reduced by the funding source for any reason.
  - (iv) If County obtains evidence of Contractor's financial instability, which COUNTY deems sufficient to jeopardize levels and/or quality of services required by this contract
  - (v) If County obtains evidence of Contractor's improper or illegal use of funds provided under this contract.
  - (vi) If Contractor is suspended, debarred, proposed for disbarment, declared ineligible or voluntarily excluded from participating in agreement or contract with any federal agency.

For programs with fee-for-service and service capacity payment terms, County may require that all services be suspended upon delivery of a notice to terminate the contract, and any additional services must have prior approval by County. For contracts with cost-reimbursement payment terms, costs of Contractor resulting from obligations incurred by Contractor during a suspension or after termination of award are not allowable unless expressly authorized by County in writing.

Upon termination County may withhold reimbursement to Contractor as an offset for anticipated damages until such time as the exact damages due to County from Contractor are agreed upon or otherwise determined.

Upon termination, Contractor agrees to transfer back to County unexpended and unobligated funds and all unexpended and/or nonexpendable personal property purchased under this contract as directed by County, the State of Oregon or the Federal Government. All property purchased with County funds is the property of County.

County may withhold part or all of the unpaid contract balance upon contract termination pending receipt of final reports.

6. **Payment on Early Termination.** Upon termination pursuant to paragraph 5, payment shall be made as follows:
- a. If terminated under 5(a) or 5(b) for the convenience of the County, the County shall pay Contractor for work performed prior to the termination date if such work was performed in accordance with the Contract. County shall not be liable for direct, indirect or consequential damages. Termination shall not result in a waiver of any other claim County may have against Contractor.
  - b. If terminated under 5(c) by the Contractor due to a breach by the County, then the County shall pay the Contractor for work performed prior to the termination date if such work was performed in accordance with the Contract.
  - c. If terminated under 5(c) or 5(d) by the County due to a breach by the Contractor, then the County shall pay the Contractor for work performed prior to the termination date provided such work was performed in accordance with the Contract less any setoff to which the County is entitled.
7. **Remedies.** In the event of breach of this Contract the parties shall have the following remedies:
- a. If terminated under 5(c) by the County due to a breach by the Contractor, the County may complete the work either itself, by agreement with another Contractor, or by a combination thereof. If the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then the Contractor shall pay to the County the amount of the reasonable excess.

- b. In addition to the remedies in paragraphs 5 and 7 for a breach by the Contractor, the County also shall be entitled to any other equitable and legal remedies that are available.
  - c. If the County breaches this Contract, Contractor's remedy shall be limited to termination of the Contract and receipt of Contract payments to which Contractor is entitled.
8. **Access to Records.** Contractor shall maintain fiscal records and all other records pertinent to this Contract. All fiscal records shall be maintained pursuant to generally accepted accounting standards of accuracy, timeliness, and completeness, and other records shall be maintained to the extent necessary to clearly reflect actions taken. All such records shall be retained and kept accessible for at least three years following final payment. County's authorized representatives shall have the right to direct access to all of Contractor's books, documents, papers and records related to this Contract for the purpose of conducting audits and examinations and making copies, excerpts and transcripts. County shall reimburse Contractor for Contractor's cost of preparing copies. If requested Contractor shall authorize access to verify federal and state employment tax payments by signing Oregon Department of Revenue form 150-800-005 "Authorization to Represent Taxpayer and/or Disclose Information" and federal form 8821, "Tax Authorization."
9. **Ownership of Work.** All work products of the Contractor that result from this Contract are the exclusive property of the County. If any of the work products contain intellectual property of the Contractor that is or could be protected by federal copyright, patent, or trademark laws, Contractor hereby grants County a perpetual, royalty-free, fully paid-up, non-exclusive and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, use, re-use, in whole or in part, and to authorize others to do so, all such work products and any other information, designs, plans or works provided or delivered to the County or produced by the Contractor under this Contract. If this Contract is terminated prior to completion, and the County is not in default, County, in addition to any other rights provided by this Contract, may require the Contractor to transfer and deliver such partially completed work products, reports or documentation that the Contractor has specifically developed or specifically acquired for the performance of this Contract.
10. **Compliance with Applicable Law.** Contractor shall comply with all federal, state, and local laws applicable to the work under this Contract, and all regulations and administrative rules established pursuant to those laws, including, without limitation, the following laws. Failure to comply with this paragraph shall be a breach of this Contract.
- a. Contractor shall make payment promptly, as due, to all persons supplying Contractor labor or material for work under this Contract; pay all contributions or amounts due the Industrial Accident Fund from Contractor or any subcontractor incurred in the performance of the Contract; not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished; and pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. ORS 279.312
  - b. If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to Contractor or a subcontractor by any person in connection with this Contract as such claim becomes due, County may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due Contractor by reason of this Contract. The payment of a claim under this section shall not relieve Contractor or Contractor's surety from any obligation with respect to any unpaid claims. ORS 279.314
  - c. Contractor shall not employ any person for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases, except in cases of Contracts for personal services as defined in ORS 279.051, the laborer shall be paid at least time and a half pay:
    - (A) For all overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; and
    - (B) For all overtime in excess of 10 hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and
    - (C) For work performed on Saturday and on any legal holiday specified in any applicable collective bargaining agreement or in ORS 279.334 (1)(a)(C)(ii) to (vii).

The requirement to pay at least time and a half for all overtime worked in excess of 40 hours in any one week, shall not apply to individuals who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. section 201 to 209 from receiving overtime. ORS 279.316, ORS 279.334 (8).

- d. Contractor shall promptly, as due, make payment to any person, copartnership, association or corporation furnishing medical, surgical and hospital care or other needed care and attention incident to sickness or injury to the employees of such Contractor, of all sums which the Contractor agrees to pay for such services and all moneys and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service. All employers working under this Contract are subject employers that will comply with ORS 656.017. ORS 279.320

Contractor shall maintain in effect all licenses, permits and certifications required for the performance of the work. Contractor shall notify County immediately if any license, permit, or certification required for performance of this Contract ceases to be in effect for any reason.

11. **Indemnity and Hold Harmless.** Contractor shall defend, hold harmless and indemnify the County, its officers, agents, and employees from all claims, suits, or actions of whatsoever nature resulting from or arising out of the activities of Contractor or its officers, employees, subcontractors, or agents under this Contract, except that, with respect to the performance of professional services, Contractor's obligation to defend, hold harmless and indemnify the County shall apply only to claims, suits, or actions which have or are alleged to have resulted from or arisen out of the negligent acts and omissions of the Contractor, its officers, employees, subcontractors, or agents.
12. **Insurance.** Contractor shall provide insurance in accordance with Exhibit 2.
13. **Waiver.** Waiver of any default under this Contract by County shall not be deemed to be a waiver of any subsequent default or a modification of the provisions of this Contract.
14. **Governing Law.** The provisions of this Contract shall be construed in accordance with the laws of the State of Oregon and ordinances of Multnomah County, Oregon. Any legal action involving any question arising under this Contract must be brought in Multnomah County, Oregon. If the claim must be brought in a federal forum, then it shall be brought and conducted in the United States District Court for the District of Oregon.
15. **Severability.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held invalid.
16. **Merger Clause.** This Contract and the attached exhibits constitute the entire agreement between the parties. All understandings and agreements between the parties and representations by either party concerning this Contract are contained in this Contract. No waiver, consent, modification or change in the terms of this Contract shall bind either party unless in writing signed by both parties. Any written waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.
17. **Year 2000 Compliance.** If Contractor learns or has reason to believe that County's hardware or software environment fails to use a date format that explicitly and correctly specifies the century in any date data, Contractor shall promptly advise the County of such failure. If this Contract provides for the delivery of computer hardware or software, all such hardware or software shall, individually and in combination, correctly process, sequence, and calculate all date and date-related data for all dates prior to, through and after January 1, 2000. Any software products delivered under this Contract that process date or date-related data shall recognize, store and transmit date data in a format which explicitly and unambiguously specifies the correct century.
18. **Anti-discrimination Clause.** Contractor shall not discriminate based on race, religion, color, sex, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, source of income, or political affiliation in programs, activities, services, benefits or employment. Contractor shall not discriminate against minority-owned, women-owned or emerging small businesses.

19. **Non-appropriation Clause.** If payment for work under this Contract extends into the County's next fiscal year, County's obligation to pay for such work is subject to approval of future appropriations to fund this Contract by the Board of County Commissioners of Multnomah County, Oregon.

In the event that funds become unavailable to the County in the amounts anticipated, the County may, by amendment, reduce funding or terminate the contract as appropriate. County shall notify Contractor as soon as it receives notice of reductions from the funding source(s).

20. **Reporting and Investigation of Suspected Fraud and Embezzlement.** Contractor shall report in writing the details of any cases of suspected fraud and embezzlement involving its employees and/or the employees of its subcontractors to the County not later than one working day after the date the alleged activity comes to Contractor's attention. The report shall describe the incidents and action being taken to resolve the problem.

In cases of suspected fraud and embezzlement involving County funds and resources, Contractor shall be responsible for investigating cases involving its employees and/or employees of subcontractors. Contractor is responsible for referral to the proper legal authorities. County may assume control of any case not handled to the County's satisfaction.

In cases of suspected fraud and embezzlement which do not involve funds and resources of the County, Contractor shall seek resolution of the problem. County may intervene in cases involving resources of clients served by Contractor.

County shall review all cases of suspected fraud or embezzlement whether or not County resources appear to be at risk. Contractor shall adopt and follow any internal control procedures, which the County decides are needed. Failure of the Contractor to adopt or follow such procedures will be considered a breach of this contract and will be dealt with according to provisions in Section 5.c.

21. **Resolution of audit findings.** Contractor shall establish and maintain systematic written methods to assure timely and appropriate resolution of review/audit findings and recommendations.

22. **Submission of Federal Tax Returns.** Contractor's, who receive in excess of \$25,000 from County under this contract, shall submit annual Federal Tax Returns to County within 30 calendar days of their due date. Required tax returns are as follows:

Sole Proprietor	Schedule C
Partnership	Form 1065, including Schedules L and K-1
For Profit Corporation	Form 1120, including Schedule L or Form 1120A with Part 3
S-Corp Corporation	Form 1120S, including Schedule L
Not-for-Profit Corporation	Form 990 and Schedule A (Form 990)

23. **Compensation Adjustment Amendment.** County may unilaterally increase compensation by use of a Compensation Adjustment Amendment (CAA) mailed to the Contractor.

24. **Criminal Record Background Checks.** CONTRACTOR shall comply with those provisions of ORS 181.536 et seq. And OAR 309-018-0190 regarding criminal record checks, which apply to their programs.

CONTRACTOR shall make the results of the criminal records check available for review by COUNTY staff upon request. CONTRACTOR shall return a Certificate of Compliance (Exhibit 7) with this Agreement.

MULTNOMAH COUNTY DEPARTMENT OF COMMUNITY & FAMILY SERVICES

SERVICE CONTRACT NO. 0010634

CONTRACTOR DATA AND SIGNATURE

Contractor Address: 621 SW Alder Suite 520, Portland, OR 97205, 494-4745,

Federal Tax ID# or Social Security #: 93-1176109

State Tax ID # \_\_\_\_\_ Citizenship: Nonresident alien ☐ Yes ☐ No

Business Designation (check one): ☐ Sole Proprietorship ☐ Partnership  
☐ Corporation ☐ Government

Federal tax ID numbers or Social Security numbers are required pursuant to ORS 305.385 and will be used for the administration of state, federal and local laws. Payment information will be reported to the Internal Revenue Service under the name and Federal tax ID number or, if none, the Social Security number provided above.

I have read this Contract including the attached Exhibits. I understand the Contract and agree to be bound by its terms.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Date

NOTE: Contractor must also sign Exhibit 3, Exhibit 4, and (if attached) Exhibit 7.

MULTNOMAH COUNTY SIGNATURE

(This contract is not binding on the County until signed by the Chair or the Chair's designee)

[Signature]  
County Chair or Designee

July 8, 1999

\_\_\_\_\_  
Date

DEPARTMENT AND COUNTY COUNSEL APPROVAL AND REVIEW

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

[Signature]  
Department Manager or Designee

6/21/99  
Date

THOMAS SPONSER, COUNTY COUNSEL  
FOR MULTNOMAH COUNTY

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # C-26 DATE 7/8/99  
DEB BOGSTAD  
BOARD CLERK

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

[Signature]  
Assistant County Counsel

6/24/99  
Date

MULTNOMAH COUNTY DEPARTMENT OF COMMUNITY & FAMILY SERVICES

SERVICE CONTRACT No. 0010634

EXHIBIT I – STATEMENT OF WORK, COMPENSATION, PAYMENT, AND RENEWAL  
TERMS

1. Contractor shall perform the following work.

A. Services

CONTRACTOR agrees to provide services as summarized below and detailed in Attachment A: Service Elements and Contract Amounts. COUNTY agrees to reimburse CONTRACTOR for providing COUNTY-funded services under the payment terms and up to the amounts specified in Attachment A. As applicable, and subject to program instructions, by this reference made part of this contract, CONTRACTOR agrees to also provide Title XIX services within the service element(s) marked State Payment in Attachment A. For these Title XIX services, CONTRACTOR acknowledges its status as a Performing Provider under OAR 309-16-0000 through 0230. Payment rates and requirements are identified in the Oregon Mental Health and Developmental Disability Services Division's *Medicaid Rehabilitative Services Procedures Codes and Reimbursement Rates*. All funds identified State Payment are disbursed by the Oregon Office of Medical Assistance Programs (OMAP).

Service	Service Description (Procurement Authorization)
<b>Behavioral Health</b>	
Hearing Impaired/Language Interpreter Service	Special Projects: Hearing Impaired/Language Interpreter Services is a service element developed by the State Office of Alcohol and Drug Abuse Programs (A60H). State designated provider. EX 79, pending, expiration date 06/30/02.
Alcohol and Drug Voucher Services	Voucher services for three service areas (A66V), include: <ul style="list-style-type: none"><li>• Enhanced Alcohol and Drug Residential</li><li>• Drug Outpatient Voucher</li><li>• Synthetic Opiate</li></ul> SOSCF and County contract. EX 99-136, expiration date 06/30/02.
Gambling Services	Gambling Addiction Treatment services (A81X). RFP # R952-06-0137 dated 4/96.
DUII Program Services	Rehabilitation programs with an emphasis on the effects of driving under influence of intoxicants (A68X, A78X). State Certified and RFPQ # R952-43-0205, expiration date 12/31/01.
DUII Program Services for Hearing Impaired & Non-English Speaking	Rehabilitation programs for hearing impaired and non-English speaking clients (A68H, A78H). State Certified and RFPQ # R952-43-0205, expiration date 12/31/01.

B. Service Standards

1) CONTRACTOR agrees to provide the above services consistent and in compliance with the applicable COUNTY and State service definitions, Administrative Rules, priorities, policies, procedures, program instructions, and service manuals; with contract conditions; and with the specifications and evaluation criteria contained in the applicable Request for Proposal or notice of intent and contractor's response to that proposal, Contract Renewal Package, and other program documents and manuals, all of which are incorporated herein by this reference and are binding on the CONTRACTOR, and any subsequent revisions to these documents. This includes program instructions/special conditions on mental health and developmental disabilities service elements.

2) CONTRACTOR shall provide written notice and obtain written COUNTY approval prior to implementing any substantive program change and/or change in method of service delivery that affects level, scope, or outcome of

client services funded under this contract.

**C. Program Outcomes**

1) CONTRACTOR shall track, at a minimum, the outcomes identified below and detailed in program instructions prepared by COUNTY and incorporated into this contract by reference. CONTRACTOR shall document and report this data to COUNTY at least quarterly, or as instructed by COUNTY.

Behavioral Health	Outcome	Target # or %
BHD Office of Addiction Services: DUII Rehabilitation Program (Service Element A&D 78)	Adult and Youth DUII Rehabilitation treatment episodes in which clients demonstrate 30 days of abstinence and complete 2/3 of their treatment plan goals at termination from treatment.	45%
BHD Office of Addiction Services: Gambling Addiction Treatment	Problem gamblers leaving treatment who have completed treatment plans and achieve abstinence or an acceptable level of control over gambling behavior at termination from service.	35%

2) CONTRACTOR agrees to participate with the COUNTY in evaluation of contracted project/service outcomes or performance, and to make available all information required by such evaluation process. This includes providing COUNTY with data necessary to verify client counts, service provision, and outcome measures.

**D. Special Conditions**

- 1) CONTRACTOR agrees to serve adult clients in accordance with priorities in Table A, hereby incorporated by reference, in conformance with applicable State Administrative Rules.
- 2) CONTRACTOR, as a provider of Restricted License for Driving (RLD) services, agrees to meet, in addition to the standards listed in Special Condition 1 above, Oregon Administrative Rules 415-55-000 through 415-55-035.

**2. The maximum payment under this Contract, including expenses, is \$ 276,221 excluding requirements**

**3. County will pay Contractor expenses on the following bases:**

CONTRACTOR shall be reimbursed for specific services based upon the payment terms set forth under Attachment A. and Statement of Work of this contract. Payment terms and required reports for that payment method and basis shall apply to the CONTRACTOR.

CONTRACTOR shall be paid according to the amounts stated on Supplemental Schedule A, B and C, hereby incorporated by reference.

**A. Payment Terms and Reports: All Contracts**

An Annual Budget (see example in exhibit 6C) is due within one month and twenty (20) calendar days of contract effective date; revised annual budget(s) is due within thirty (30) calendar days of COUNTY'S receipt of executed contract amendments if cumulative year-to-date dollar changes for that service element exceed 25%.

- 1) Expenditures of the CONTRACTOR under service capacity or cost reimbursement contracts, may be charged to this contract only if they are: 1) in payment for services performed under this contract; 2) expensed in conformance



with all applicable accounting standards, state and federal regulations and statutes; 3) in payment of an obligation incurred during the contract period; and 4) not in excess of one hundred percent of allowable program costs. For fee-for-service contracts, services of the CONTRACTOR may be charged to this contract only if the services are: 1) included in this contract; 2) performed in conformance with all applicable state and federal regulations and statutes; 3) rendered during the contract period; and 4) not in excess of one hundred percent of designated allocation as stated in Attachment A. Any refunds to the state or federal government resulting from state or federal audits of CONTRACTOR'S program shall be the sole responsibility of CONTRACTOR. CONTRACTOR agrees to make all such payments within twenty working days of receipt of formal notification by COUNTY of disallowance of CONTRACTOR expenditures.

2) Any COUNTY funds spent for purposes not authorized by this contract shall be deducted from payments or refunded to COUNTY at COUNTY'S discretion. Payments by COUNTY in excess of authorized amounts shall be deducted from payment or refunded to COUNTY no later than thirty (30) calendar days after the contract's expiration or after notification by COUNTY. CONTRACTOR shall be responsible for any prior contract overpayments and unrecovered advances provided by COUNTY. Repayment of prior period obligations shall be made by CONTRACTOR in a manner specified by COUNTY. Except when CONTRACTOR is a city, county, or public school district, COUNTY shall be entitled to the legal rate of interest for late payment from the date such payments became delinquent, and in case of litigation, to reasonable attorney's fees.

3) All final requests for payment or an estimate of the final requests for payments shall be received by the Department of Community and Family Services no later than July 20<sup>th</sup> or the next working day after July 20<sup>th</sup> if the 20<sup>th</sup> falls on a weekend or legal holiday. Final requests or estimates of final request for payment documents not received by the Department of Community and Family Services within the specified time frame shall not be processed and the expense shall be the sole responsibility of the CONTRACTOR.

4) Notwithstanding any other payment provision of this contract, failure of CONTRACTOR to submit required reports when due, comply with federal audit standards, repay disallowed costs, perform or document the performance of contracted services, or maintain services at program standards, may result in the withholding and/or reduction of payments under this contract. Such withholding of payment for cause may continue until CONTRACTOR submits required reports, performs required services, or establishes, to COUNTY'S satisfaction, that such failure arose out of causes beyond the control and without the fault or negligence of CONTRACTOR.

**B. Payment Terms and Reports: Fee for Service**

1) COUNTY shall pay amounts due to CONTRACTOR upon receipt of properly executed payment requests submitted by CONTRACTOR in the Standard DCFS format (see sample format, Exhibit. 5). At a minimum, forms shall document number of service units provided, contract rates, and amount requested per service. Fee-for-service billings for client services shall include dates of service, be supported by signed, dated documentation in the client file or chart for each unit of service billed.

2) Required fiscal, program, and progress reports, which support payment requests, shall be submitted according to timelines approved by COUNTY.

**C. Payment Terms and Reports: Cost Reimbursement**

1) Cost Reimbursement contracts may be paid on a reimbursement basis or in equal monthly allotments of annual contract amounts paid in advance, adjusted periodically to reflect:

- a) Increases or decreases in annual contract amounts;
- b) Amounts of client services contributions, if applicable;
- c) Under-expenditures of reimbursement-based contract amounts.

2) Payment of monthly allotments or reimbursed costs is triggered by receipt by COUNTY of required fiscal reports, (see samples in Exhibit 6A & 6B). CONTRACTOR shall have sole responsibility to submit required reports in order to obtain contract payments. If required reports are received on time and are complete and correct, COUNTY agrees to process monthly allotments to be received by CONTRACTOR by the 10th calendar day of each month. For reimbursed costs, COUNTY agrees to process payment requests within ten working days of receipt of billing.

3) Monthly Expenditure Reports are due the 20th calendar day of the month following incurred expenditures. Quarterly Year-to-Date Budget Comparisons are due the 20th calendar day of the month following each calendar quarter. If required, the Annual State MHDDSD Carryover Report is due November 20th following the end of the contract year or within thirty (30) calendar days of contract termination if prior to June 30. COUNTY shall provide notification, forms, and instructions to CONTRACTOR subject to carryover reporting at least thirty (30) days prior to the report due date.

4) Reported expenditures shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, orders, and/or any other accounting documents pertaining in whole or in part to the contract, in accordance with Generally Accepted Accounting Principles (GAAP), Oregon Administrative Rules, and applicable federal requirements. Expenditures shall be segregated by service element within the agency accounting system and so reported on the required fiscal reports. All above-referenced accounting documents shall be maintained within a local facility of the CONTRACTOR, and contractual funds shall be maintained within local financial institutions.

4. Contractor will bill County for the work as described in Attachment A\*\*

5. Contractor will pay expenses on the following terms and conditions:

N/A

6. This contract may be renewed on the following basis:

This contract is not renewable.

\*\*County shall have the right to withhold from payments due Contractor such sums as are necessary in County's sole opinion to protect County from any loss, damage, or claim which may result from Contractor's failure to perform in accordance with the terms of the Contract or failure to make proper payment to suppliers or subcontractors.

CONTRACT FOR SERVICES  
MULTNOMAH COUNTY COMMUNITY AND FAMILY SERVICES DEPARTMENT

06/16/99

**Attachment A:  
Service Elements and Contract Amounts**

Contractor Name : OHSU BEHAVIORAL HEALTH CLINIC	Vendor Code: 623502
Contractor Address : FORMERLY ADDICTIONS TREATMENT AND TRAINING 621 SW ALDER SUITE 520 PORTLAND OR 97205	
Telephone : 494-4745	Fiscal Year : 99/00
Federal ID # : 93-1176109	

**Program Office Name : Alcohol & Drug Contracts**

*Service Element Name : A&D Hearing Impaired Language Interpreter Services (A60H)*

<u>Mod. #</u>	<u>Begin Date</u>	<u>End Date</u>	<u>Payment Method</u>	<u>Payment Basis</u>	<u># of Units</u>	<u>Unit Description</u>	<u>Unit Rate</u>	<u>Amount</u>
0	07/01/99	06/30/00	Per Invoice	Fee for Service	Reqt's	PER STATE	.	Reqt's
Total					Reqt's			Reqt's

*Service Element Name : A&D Voucher Services (A66V)*

<u>Mod. #</u>	<u>Begin Date</u>	<u>End Date</u>	<u>Payment Method</u>	<u>Payment Basis</u>	<u># of Units</u>	<u>Unit Description</u>	<u>Unit Rate</u>	<u>Amount</u>
0	07/01/99	06/30/00	Per Invoice	Fee for Service	Reqt's	PER SUPP SCH C		Reqt's
0	07/01/99	06/30/00	Per Invoice	Fee for Service	Reqt's	PER SUPP SCH C		Reqt's
Total					Reqt's			Reqt's

*Service Element Name : A&D DUII Info Hearing Impaired/Non-Eng-Speaking (A68H)*

<u>Mod. #</u>	<u>Begin Date</u>	<u>End Date</u>	<u>Payment Method</u>	<u>Payment Basis</u>	<u># of Units</u>	<u>Unit Description</u>	<u>Unit Rate</u>	<u>Amount</u>
0	07/01/99	06/30/00	Per Invoice	Fee for Service	Reqt's	PER SUPP SCH B		Reqt's
Total					Reqt's			Reqt's

*Service Element Name : A&D DUII Information Program (A68X)*

<u>Mod. #</u>	<u>Begin Date</u>	<u>End Date</u>	<u>Payment Method</u>	<u>Payment Basis</u>	<u># of Units</u>	<u>Unit Description</u>	<u>Unit Rate</u>	<u>Amount</u>
0	07/01/99	06/30/00	Per Invoice	Fee for Service	Reqt's	PER SUPP SCH		Reqt's
Total					Reqt's			Reqt's

*Service Element Name : A&D DUII Rehab Hearing Impaired/Non-Eng Speaking (A78H)*

<u>Mod. #</u>	<u>Begin Date</u>	<u>End Date</u>	<u>Payment Method</u>	<u>Payment Basis</u>	<u># of Units</u>	<u>Unit Description</u>	<u>Unit Rate</u>	<u>Amount</u>
0	07/01/99	06/30/00	Per Invoice	Fee for Service	Reqt's	PER SUPP SCH B		Reqt's
Total					Reqt's			Reqt's

**Attachment A:  
Service Elements and Contract Amounts**

Contractor Name : OHSU BEHAVIORAL HEALTH CLINIC	Vendor Code: 623502
Contractor Address : FORMERLY ADDICTIONS TREATMENT AND TRAINING	
621 SW ALDER SUITE 520	
PORTLAND OR 97205	

Telephone : 494-4745

Fiscal Year : 99/00

Federal ID # : 93-1176109

---

**Program Office Name : Alcohol & Drug Contracts**

---

*Service Element Name : A&D DUII Rehabilitation Program (A78X)*

<u>Mod. #</u>	<u>Begin Date</u>	<u>End Date</u>	<u>Payment Method</u>	<u>Payment Basis</u>	<u># of Units</u>	<u>Unit Description</u>	<u>Unit Rate</u>	<u>Amount</u>
0	07/01/99	06/30/00	Per Invoice	Fee for Service	Reqt's	PER SUPP SCH		Reqt's
Total					Reqt's			Reqt's

*Service Element Name : A&D Gambling Addiction Treatment (A81X)*

<u>Mod. #</u>	<u>Begin Date</u>	<u>End Date</u>	<u>Payment Method</u>	<u>Payment Basis</u>	<u># of Units</u>	<u>Unit Description</u>	<u>Unit Rate</u>	<u>Amount</u>
0	07/01/99	06/30/00	Monthly Allotment	Cost Reimbursement				\$276,221.00
Total								\$276,221.00

MULTNOMAH COUNTY DEPARTMENT OF COMMUNITY & FAMILY SERVICES

SERVICE CONTRACT No. 0010634

EXHIBIT 2 - INSURANCE REQUIREMENTS

Contractor shall at all times maintain in force at Contractor's expense, each insurance noted below:\*\*

Workers Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide workers' compensation coverage in accordance with ORS Chapter 656 for all subject workers. Contractor and all subcontractors of Contractor with one or more employees must have this insurance unless exempt under ORS 656.027 (See Exhibit 4). Employer's Liability Insurance with coverage limits of not less than \$100,000 must be included.

**THIS COVERAGE IS REQUIRED. Attach Certificate of Insurance. If Contractor does not have coverage and claims to be exempt, attach Exhibit 4 in lieu of Certificate.**

Professional Liability insurance with a combined single limit of not less than ☒ \$500,000, ☐ \$1,000,000, ☐ \$2,000,000 each claim, incident, or occurrence, with an annual aggregate limit of ☐ \$500,000, ☒ \$1,000,000, ☐ \$2,000,000. This is to cover damages caused by error, omission, or negligent acts related to professional services provided under this Contract. The policy must provide extended reporting period coverage for claims made within two years after this Contract is completed.

☒ Required by County ☐ Not required by County

Commercial General Liability insurance, on an occurrence basis, with a combined single limit of not less than ☐ \$500,000, ☒ \$1,000,000, ☐ \$2,000,000 each occurrence for Bodily Injury and Property Damage, with an annual aggregate limit of ☐ \$500,000, ☒ \$1,000,000, ☐ \$2,000,000. This insurance must include contractual liability coverage.

☒ Required by County ☐ Not required by County

Commercial Automobile Liability insurance with a combined single limit, or the equivalent of not less than ☐ \$500,000, ☐ \$1,000,000, ☐ \$2,000,000 each occurrence for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles.

☐ Required by County ☒ Not required by County

**Additional Requirements.** Coverage must be provided by an insurance company admitted to do business in Oregon or rated B+ or better by Best's Insurance Rating. Contractor shall pay all deductibles and retentions. A cross-liability clause or separation of insureds condition must be included in all commercial general liability policies required by this Contract. Contractor's coverage will be primary in the event of loss.

**Certificate of Insurance Required.** Contractor shall furnish a current Certificate of Insurance to the County with the signed Contracts. The Certificate shall provide that there shall be no cancellation, termination, material change, or reduction of limits of the insurance coverage without 30 days written notice from the Contractor's insurer to the County. The Certificate shall also state the deductible or retention level. For commercial general liability and automobile liability insurance the Certificate shall also provide that the County, its agents, officers, and employees are Additional Insureds with respect to Contractor's services to be provided under this Contract. If requested, complete copies of insurance policies shall be provided to the County.

Completed by: A. Nease  
Contract Originator

**\*\*Note to Contract Originator:** For certain types of contracts additional insurance may be required. Refer to the Contract Insurance and Indemnification Manual or contact Risk Management.

MULTNOMAH COUNTY DEPARTMENT OF COMMUNITY & FAMILY SERVICES

SERVICE CONTRACT No. 0010634

**EXHIBIT 3 – CERTIFICATION STATEMENT FOR CORPORATION OF INDEPENDENT CONTRACTOR**

**NOTE: Contractor Must Complete A or B below:**

**A. CONTRACTOR IS A CORPORATION**

**CORPORATION CERTIFICATION:** I certify under penalty of perjury that Contractor is a corporation authorized to do business in the State of Oregon.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**B. CONTRACTOR IS AN INDEPENDENT CONTRACTOR.**

Contractor certifies that the following statements are true:

1. If Contractor is providing labor or services under this Contract for which registration is required under ORS Chapter 701, Contractor has registered as required by law, and
2. If Contractor performed labor or services as an independent Contractor last year, Contractor filed federal and state income tax returns last year in the name of the business (or filed a Schedule C in the name of the business as part of a personal income tax return), and
3. Contractor represents to the public that the labor or services Contractor provides are provided by an independently established business, and
4. All of the statements checked below are true.

**NOTE:** Check all that apply. You must check at least four (4) to establish that you are an Independent Contractor.

- \_\_\_ A. The labor or services I perform is primarily carried out at a location that is separate from my residence or is primarily carried out in a specific portion of my residence which is set aside as the location of the business.
- \_\_\_ B. I purchase commercial advertising or I have business cards for my business, or I am a member of a trade association.
- \_\_\_ C. My business telephone listing is separate from my personal residence telephone listing.
- \_\_\_ D. I perform labor or services only under written contracts.
- \_\_\_ E. Each year I perform labor or services for at least two different persons or entities.
- \_\_\_ F. I assume financial responsibility for defective workmanship or for service not provided by purchasing performance bonds, errors and omission insurance or liability insurance, or providing warranties relating to the labor or services I provide.

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Date

MULTNOMAH COUNTY DEPARTMENT OF COMMUNITY & FAMILY SERVICES

SERVICE CONTRACT No. 0010634

**EXHIBIT 4 - WORKERS' COMPENSATION EXEMPTION CERTIFICATE**

(To be used only when Contractor claims to be exempt from Workers' Compensation coverage requirements)

Contractor is exempt from the requirement to obtain workers' compensation insurance under ORS Chapter 656 for the following reason (check the appropriate box):

☐ **SOLE PROPRIETOR**

- Contractor is a sole proprietor, and
- Contractor has no employees, and
- Contractor will not hire employees or subcontractors to perform this contract.

☐ **CORPORATION - FOR PROFIT**

- Contractor's business is incorporated, and
- All employees of the corporation are officers and directors and have a substantial ownership interest\* in the corporation, and
- All work will be performed by the officers and directors; Contractor will not hire other employees or subcontractors to perform this contract.

☐ **CORPORATION - NONPROFIT**

- Contractor's business is incorporated as a nonprofit corporation, and
- Contractor has no employees; all work is performed by volunteers, and
- Contractor will not hire employees or subcontractors to perform this contract.

☐ **PARTNERSHIP**

- Contractor is a partnership, and
- Contractor has no employees, and
- All work will be performed by the partners; Contractor will not hire employees or subcontractors to perform this contract, and
- Contractor is not engaged in work performed in direct connection with the construction, alteration, repair, improvement, moving or demolition of an improvement to real property or appurtenances thereto.\*\*

☐ **LIMITED LIABILITY COMPANY**

- Contractor is a limited liability company, and
- Contractor has no employees, and
- All work will be performed by the members; Contractor will not hire employees or subcontractors to perform this contract, and
- If Contractor has more than one member, Contractor is not engaged in work performed in direct connection with the construction, alteration, repair, improvement, moving or demolition of an improvement to real property or appurtenances thereto.\*\*

☐ **FOSTER CARE PROVIDER**

- Contractor is a Foster Care Provider and is exempt under ORS 656.027(19) *A person performing foster care duties pursuant to ORS chapter 411, 418, 430, or 443.*

\*NOTE: Under OAR436-50-050 a shareholder has a "substantial ownership" interest if the shareholder owns 10% of the corporation, or if less than 10% is owned, the shareholder has ownership that is at least equal to or greater than the average percentage of ownership of all shareholders.

\*\*NOTE: Under certain circumstances partnerships and limited liability companies can claim an exemption even when performing construction work. The requirements for this exemption are complicated. Consult with County Counsel before an exemption request is accepted from a contractor who will perform construction work.

\_\_\_\_\_  
Contractor Printed Name

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Contractor Title

\_\_\_\_\_  
Date

MULTNOMAH COUNTY DEPARTMENT OF COMMUNITY & FAMILY SERVICES

SERVICE CONTRACT No. 0010634

EXHIBIT 5 - INVOICE

Invoice Number: \_\_\_\_\_

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

Organization Name: \_\_\_\_\_

Preparer of Invoice: \_\_\_\_\_

Street or Mailing Address: \_\_\_\_\_

City, State, and Zip Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_

# Units	Activity Code	Date(s) of Service	Type or Description of Service	Unit Rate	Total

Grand Total

I hereby certify that I am authorized to prepare this invoice on behalf of \_\_\_\_\_  
 \_\_\_\_\_(organization name). I further certify that  
 the information provided on this invoice is true and correct to the best of my knowledge.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

For Multnomah County Use Only: DCFS Program Approval to Pay:

Signature: \_\_\_\_\_

Interoffice Address: \_\_\_\_\_

Phone Extension: \_\_\_\_\_



### EXHIBIT 6A. — MONTHLY EXPENDITURE REPORT

Page \_\_\_\_ of \_\_\_\_

**Address:**\_\_\_\_\_

Activity Code #: \_\_\_\_\_

c:\ceuold4\obhccon.doc

**MULTNOMAH COUNTY DEPARTMENT OF COMMUNITY & FAMILY SERVICES**

**SERVICE CONTRACT No. 0010634**

**EXHIBIT 6B - QUARTERLY BUDGET COMPARISON REPORT**

For Quarter Ended \_\_\_\_\_

Subcontractor: \_\_\_\_\_

Activity Code: \_\_\_\_\_

Address: \_\_\_\_\_

Phone #: \_\_\_\_\_

	YTD BUDGET	YTD ACTUALS	VARIANCE (Favorable) Unfavorable
<b>REVENUE</b>			
This Contract			
State	_____	_____	_____
County General Fund	_____	_____	_____
Local 2145	_____	_____	_____
Title XIX	_____	_____	_____
Other: _____	_____	_____	_____
Other State Funds: _____	_____	_____	_____
Federal Funds: _____	_____	_____	_____
Client Fees	_____	_____	_____
Third Party Payments	_____	_____	_____
Contributions	_____	_____	_____
United Way	_____	_____	_____
Other: _____	_____	_____	_____
<b>TOTAL REVENUE</b>			
<b>EXPENDITURES</b>			
<b>Personnel</b>			
Salaries & Wages	_____	_____	_____
Taxes & Benefits	_____	_____	_____
<b>Total Personnel</b>	_____	_____	_____
<b>Services and Supplies</b>			
Communications	_____	_____	_____
Professional Services	_____	_____	_____
Depreciation	_____	_____	_____
Education & Training	_____	_____	_____
Equipment Rental	_____	_____	_____
Indirect Expenses	_____	_____	_____
Insurance	_____	_____	_____
Occupancy	_____	_____	_____
Office Supplies	_____	_____	_____
Postage	_____	_____	_____
Printing	_____	_____	_____
Other: _____	_____	_____	_____
<b>Total Services &amp; Supplies</b>	_____	_____	_____
<b>TOTAL EXPENDITURES</b>			

**EXCESS OF REVENUE OVER EXPENSE**

I certify that I am the Official Disbursing Officer of \_\_\_\_\_, and that this Statement of revenues and expenditures for the period \_\_\_\_\_ through \_\_\_\_\_ is true and correct to the best of my knowledge.

Authorized Organization Signature: \_\_\_\_\_

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

**MULTNOMAH COUNTY DEPARTMENT OF COMMUNITY & FAMILY SERVICES**

**SERVICE CONTRACT No. 0010634**

**EXHIBIT 6C – CONTRACTOR ANNUAL BUDGET**

For FY July \_\_\_\_\_ through June \_\_\_\_\_

**Subcontractor:** \_\_\_\_\_

**Activity Code:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Phone #:** \_\_\_\_\_

	Activity Code	Activity Code	Activity Code
<b>REVENUE</b>			
<b>This Contract</b>			
State	_____	_____	_____
County General Fund	_____	_____	_____
Local 2145	_____	_____	_____
Title XIX	_____	_____	_____
Other: _____	_____	_____	_____
<b>Other State Funds:</b>	_____	_____	_____
<b>Federal Funds:</b>	_____	_____	_____
Client Fees	_____	_____	_____
Third Party Payments	_____	_____	_____
Contributions	_____	_____	_____
United Way	_____	_____	_____
Other: _____	_____	_____	_____

**TOTAL REVENUE**

**EXPENDITURES**

<b>Personnel</b>			
Salaries & Wages	_____	_____	_____
Taxes & Benefits	_____	_____	_____
<b>Total Personnel</b>	_____	_____	_____
<b>Services and Supplies</b>			
Communications	_____	_____	_____
Professional Services	_____	_____	_____
Depreciation	_____	_____	_____
Education & Training	_____	_____	_____
Equipment Rental	_____	_____	_____
Indirect Expenses	_____	_____	_____
Insurance	_____	_____	_____
Occupancy	_____	_____	_____
Office Supplies	_____	_____	_____
Postage	_____	_____	_____
Printing	_____	_____	_____
Other: _____	_____	_____	_____
<b>Total Services &amp; Supplies</b>	_____	_____	_____

**TOTAL EXPENDITURES**

**TOTAL BUDGETED EXPENDITURES FOR ENTIRE ORGANIZATION: \$ \_\_\_\_\_**

Required for determination of Annual Audit Requirements

**Authorized Organization Signature:** \_\_\_\_\_

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

# Certificate of Insurance

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE IS NOT AN INSURANCE POLICY AND DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED.



This is to Certify that

OREGON HEALTH SCIENCES UNIVERSITY  
3181 SW SAM JACKSON PARK RD  
L328  
PORTLAND OR 97201-3011  
|||

P O Box 5240  
Portland, OR 97208-5240  
503.239.5800

is, at the date of the certificate, insured by the Company under the policy(ies) listed below. The insurance afforded by the listed policy(ies) is subject to all their terms, exclusions and conditions and is not altered by any requirement, term or condition of any contract or other document with respect to which this certificate may be issued.

TYPE OF POLICY	EXPIRATION DATE	POLICY NUMBER	LIMITS OF LIABILITY	
<input checked="" type="checkbox"/> WORKERS' COMPENSATION	7/01/99	WC4-1NC-010293	COVERAGE AFFORDED UNDER W.C. LAW OF FOLLOWING STATES  OR	LIMIT OF LIABILITY - COVERAGE B B.I. by Accident \$500,000 Each Accident B.I. by Disease \$500,000 Policy Limit B.I. by Disease \$500,000 Each Employee
GENERAL LIABILITY <input type="checkbox"/> Commercial General Liability (Occurrence) <input type="checkbox"/> Owner's and Contractor's Protective <input type="checkbox"/>			MARITIME COVERAGE-FOLLOWING STATES General Aggregate Products Comp/OPS Aggregate Personal & Advertising Injury Each Occurrence Fire Damage (Any one fire) Medical Expense (Any one person)	LIMIT OF LIAB.-MARITIME COVERAGE \$ \$ \$ \$ \$ \$
AUTOMOBILE LIABILITY <input type="checkbox"/> Any Auto <input type="checkbox"/> All owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-owned Autos <input type="checkbox"/> Garage Liability <input type="checkbox"/>			CSL Bodily Injury (Per Person) Bodily Injury (Per Accident) Property Damage	\$ \$ \$ \$
OTHER				
LOCATION(S) OF OPERATIONS & JOB # (IF APPLICABLE)			DESCRIPTION OF OPERATIONS	
CANCELLATION:			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED BELOW, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, OR REPRESENTATIVES.	

MAILED TO: MULTNOMAH COUNTY  
DEPARTMENT OF COMMUNITY & FAMILY SERVICE  
CONTRACTS & EVALUATION DIVISION  
421 SW 6TH AVE 7TH FL  
PORTLAND OR 97204-1629  
|||

*Calvin Hamble*

EFS sb 7/09/98 PORTLAND Marketing  
DATE ISSUED OFFICE

# Washington Casualty Company

## Certificate of Insurance

### CERTIFICATE HOLDER AND ADDRESS:

Multnomah County  
Department of Community and Family Services  
Contract and Evaluation Services  
421 SW Sixth, Seventh Floor  
Portland Or 97204-1618  
Attn: Amy Nease

This is to certify that an insurance policy, subject to its terms, conditions and exclusions, is presently in force for the Named Insured. This certificate confers no rights upon the Certificate Holder, nor does it extend or alter the coverage afforded by the policy.

POLICY NO: OR HD0/2486

Policy Period: (12:01 A.M. at place of issue)  
From: 7/1/98 To: 6/30/99

Retroactive Date: 7/1/92

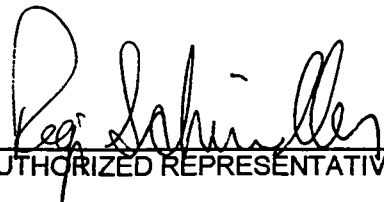
### HEALTH CARE PROFESSIONAL LIABILITY POLICY:

Coverage	Limits of Liability
Personal Injury and Professional Liability	\$1,000,000 each claim/\$4,000,000 annual aggregate
Excess Personal Injury & Professional Liability	None
Fire Legal Liability	None
Premises Medical	None
Other	None

**SPECIAL PROVISIONS:** All OHSU faculty, employee's, students and volunteers are provided coverage for services rendered on behalf of the Named Insured within the scope of his or her duties as such for Named Insured

**NAMED INSURED**  
Oregon Health Sciences University  
3181 SW Sam Jackson Park Road  
Portland, Oregon 97201-3098

ISSUE DATE: 7/28/98

  
AUTHORIZED REPRESENTATIVE

Reginald G. Schindler  
Director, Risk Management  
(503) 494-7911

MEETING DATE: JUL 08 1999

AGENDA NO: C-27

ESTIMATED START TIME: 9:30

(Above space for Board Clerk's Use Only)

**AGENDA PLACEMENT FORM**

**SUBJECT:** Revenue/Expense Intergovernmental Agreements with the Oregon Department of Human Resources for Jefferson, Marshall, and Roosevelt High School Family Resource Centers. The revenue is \$170,000 and expenditure is \$100,000.

**BOARD BRIEFING**

Date Requested:

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

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

**REGULAR MEETING**

Date Requested: July 8, 1999

Amount of Time Needed: Consent

**DEPARTMENT:** Community and Family Services

**DIVISION:** Community Programs and Partnerships

**CONTACT:** Lorenzo Poe/Mary Li

**TELEPHONE:** 248-3691

**BLDG/ROOM:** 166/7

**PERSON(S) MAKING PRESENTATION:**

**ACTION REQUESTED:**

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

**SUGGESTED AGENDA TITLE**

Revenue/Expense Intergovernmental Agreements with Oregon Department of Human Resources for Jefferson, Marshall, and Roosevelt High School Family Resource Centers.

**SIGNATURES REQUIRED:**

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

OR

**DEPARTMENT MANAGER:** \_\_\_\_\_

*Lorenzo Poe ms*

BOARD OF  
COUNTY COMMISSIONERS  
99 JUN 30 AM 11 47  
MULTI-COUNTY  
OREGON

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

Any Questions: Call the Board Clerk @ 248-3277



# MULTNOMAH COUNTY OREGON

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

BOARD OF COUNTY COMMISSIONERS  
BEVERLY STEIN • CHAIR OF THE BOARD  
DIANE LINN • DISTRICT 1 COMMISSIONER  
SERENA CRUZ • DISTRICT 2 COMMISSIONER  
LISA NAITO • DISTRICT 3 COMMISSIONER  
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

TO: Board of County Commissioners,  
Multnomah County

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

DATE: June 29, 1999

SUBJECT: Intergovernmental Revenue/Expenditure Agreements with Oregon Department of Human Resources, FY 1999-00, Marshall, Roosevelt, and Jefferson High School Family Resource Centers

**I. Recommendation/Action Requested:** The Department is recommending Board ratification of the Intergovernmental Revenue Agreements with the Oregon Department of Human Resources (DHR) for the period July 1, 1999 through June 30, 2000. These agreements were signed by the County Chair June 30, 1999.

**II. Background/Analysis:** The Department received the agreements from the State June 29, 1999. The State required the signed agreements be in their possession no later than June 30, 1999 to be effective July 1, 1999. Revenues received and expenditures involved in these agreements are in the approved FY 1999-00 County Budget. These two factors, the shortness of the timeline, and the budget having been approved, necessitated the Chair signing these agreements in advance of Board ratification.

DHR supports community partnership projects that integrate human service, engender community involvement and action, align services and policy strategies, to improve human services outcomes for Oregonians. Service integration through community partnership projects is a key Community Partnership Team strategy in meeting DHR and local goals and outcomes and the Oregon Benchmarks.

Since 1991, DHR and its divisions have contributed to the on-going development of these three Family Resource Centers coordinated by Multnomah County and the Portland School District. These efforts, located among their respective neighborhoods, have grown to coordinate several social supports such as; parent support groups, case coordination, teacher consultations, personal development classes for students, girls leadership programming, mentoring, student mediation services, peer support groups, and outreach with neighborhood residents. These projects coordinate with various other service integration and community development efforts through out their communities.

The Jefferson site has been chosen as one of several sites State wide to be evaluated. The evaluation focuses on determining the achievement of DHR goals. For this reason, the Jefferson agreement is for the six month period July 1, 1999 through December 31, 1999.

**III. Financial Impact:** These are both expense and revenue agreements. The expenditure is match funding. The following chart illustrates the funding in each category per site.

Family Center	Expense	Revenue	Net
Jefferson	\$20,000	\$34,000	\$14,000
Marshall	\$40,000	\$68,000	\$28,000
Roosevelt	\$40,000	\$68,000	\$28,000
Total	\$100,000	\$170,000	\$70,000

**IV. Legal Issues:** None

**V. Controversial Issues:** None

**VI. Link to Current County Policies:** This agreement supports the County's efforts to develop stronger communities by integrating services through partnerships. It addresses the County Benchmarks of increasing high school completion, reduction of the number of children in poverty, and reduction of juvenile crime.

**VII. Citizen Participation:** The Leaders roundtable was instrumental in developing Family Resource Center sites.

**VIII. Other Government Participation:** This is a partnership between Multnomah County, DHR, and Portland Public Schools.





# MULTNOMAH COUNTY OREGON

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES  
OFFICE OF THE DIRECTOR  
421 SW SIXTH AVENUE, SUITE 700  
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BOARD OF COUNTY COMMISSIONERS  
BEVERLY STEIN • CHAIR OF THE BOARD  
DIANE LINN • DISTRICT 1 COMMISSIONER  
SERENA CRUZ • DISTRICT 2 COMMISSIONER  
LISA NAITO • DISTRICT 3 COMMISSIONER  
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

TO: Beverly Stein, Chair  
Multnomah County

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

DATE: June 29, 1999

SUBJECT: Intergovernmental Revenue/Expenditure Agreements with Oregon Department of Human Resources, FY 1999-00, Marshall, Roosevelt, and Jefferson High School Family Resource Centers

**I. Recommendation/Action Requested:** The Department is recommending Chair approval of the Intergovernmental Revenue Agreements with the Oregon Department of Human Resources (DHR) for the period July 1, 1999 through June 30, 2000. The Department is requesting Chair signature on June 30<sup>th</sup>, with Board ratification at the July 8, 1999 meeting. The State does not allow retroactive agreements. The Department received the documents from the State on June 29, 1999 and therefore had no advance preparation time.

**II. Background/Analysis:** DHR supports community partnership projects that integrate human service, engender community involvement and action, align services and policy strategies, to improve human services outcomes for Oregonians. Service integration through community partnership projects is a key Community Partnership Team strategy in meeting DHR and local goals and outcomes and the Oregon Benchmarks.

Since 1991, DHR and its divisions have contributed to the on-going development of these three Family Resource Centers coordinated by Multnomah County and the Portland School District. These efforts, located among their respective neighborhoods, have grown to coordinate several social supports such as; parent support groups, case coordination, teacher consultations, personal development classes for students, girls leadership programming, mentoring, student mediation services, peer support groups, and outreach with neighborhood residents. These projects coordinate with various other service integration and community development efforts through out their communities.

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Family Center	Expense	Revenue	Net
Jefferson	\$20,000	\$34,000	\$14,000
Marshall	\$40,000	\$68,000	\$28,000
Roosevelt	\$40,000	\$68,000	\$28,000
Total	\$100,000	\$170,000	\$70,000

IV. **Legal Issues:** The signed agreement must be received by DHR on or before 5:00 p.m. June 30, 1999 to be in effect July 1, 1999.

V. **Controversial Issues:** None

VI. **Link to Current County Policies:** This agreement supports the County's efforts to develop stronger communities by integrating services through partnerships. It addresses the County Benchmarks of increasing high school completion, reduction of the number of children in poverty, and reduction of juvenile crime.

VII. **Citizen Participation:** The Leaders roundtable was instrumental in developing Family Resource Center sites.

VIII. **Other Government Participation:** This is a partnership between Multnomah County, DHR, and Portland Public Schools.

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

Contract #: 0010649

Pre-approved Contract Boilerplate (with County Counsel signature) ☐ Attached ☒ Not Attached

Amendment #: 0

<b>Class I</b> <input type="checkbox"/> Professional Services not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Revenue not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Intergovernmental Agreement (IGA) not to exceed \$50,000 <input type="checkbox"/> Expenditure <input type="checkbox"/> Revenue <input type="checkbox"/> Architectural & Engineering not to exceed \$10,000 (for tracking purposes only)	<b>Class II</b> <input type="checkbox"/> Professional Services that exceed \$50,000 or awarded by RFP or Exemption (regardless of amount) <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 that exceeds \$50,000 or awarded by RFP or Exemption (regardless of amount)	<b>Class III</b> <input checked="" type="checkbox"/> Intergovernmental Agreement (IGA) that exceeds \$50,000 <input checked="" type="checkbox"/> Expenditure, & <input checked="" type="checkbox"/> Revenue <p align="center"><b>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</b></p> <p>AGENDA # C-27 DATE 7/8/99 DEB BOGSTAD <b>BOARD CLERK</b></p>
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Department: Community and Family Services	Division: Community Programs and Partnerships	Date: June 29, 1999
Originator: Mary Marson	Phone: X 28616	Bldg/Rm: 166/5
Contact: Patty Doyle	Phone: X 24418	Bldg/Rm: 166/7

Description of Contract: This Intergovernmental Agreement funds the Integrated Services Project at Marshall High School. It is both a revenue and expense agreement.

RENEWAL: <input type="checkbox"/>	PREVIOUS CONTRACT #(S):
RFP/BID:	RFP/BID DATE:
EXEMPTION #/DATE:	EXEMPTION EXPIRATION DATE:
CONTRACTOR IS: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> ESB <input type="checkbox"/> QRF <input type="checkbox"/> N/A <input type="checkbox"/> NONE (Check all boxes that apply)	ORS/AR #:

Contractor Department of Human Resources, State of Oregon	
Address 500 Summer St SE Salem, Or 97310-1012	Remittance Address (If different)
Phone (503) 945-5818	Payment Schedule / Terms
Employer ID# or SS#	<input type="checkbox"/> Lump Sum \$ <input type="checkbox"/> Due on Receipt
Effective Date July 1, 1999	<input type="checkbox"/> Monthly \$ <input type="checkbox"/> Net 30
Termination Date June 20, 2000	<input checked="" type="checkbox"/> Other \$ Quarterly <input type="checkbox"/> Other
Original Expense Amount \$ 40,000	
Original Revenue Amount \$ 68,000	
Total Amt of Previous Amendments \$ -0-	<input type="checkbox"/> Requirements \$
Amount of Amendment \$ -0-	
Total Amt of Expenditure \$ 40,000	
Total Amt of Revenue \$ 68,000	Encumber <input type="checkbox"/> Yes <input type="checkbox"/> No

REQUIRED SIGNATURES

Department Manager <u>Lorenzo Paez</u>	DATE 6/30/99
Purchasing Manager	DATE
County Counsel <u>Katie Duff</u>	DATE 6/30/99
County Chair <u>William J. ...</u>	DATE 7/8/99
Sheriff	DATE
Contract Administration	DATE

LGFS VENDOR CODE 00028						DEPT REFERENCE					
LINE #	FUND	AGENCY	ORG	SUB ORG	ACTIVITY	OBJ/ REV	SUB OBJ	REP CAT	LGFS DESCRIPTION	AMOUNT	INC DEC
01	156	010	1123			2396 Reven.			State DHR	\$68,000	
02	156	010	1123		Y19A			9997L	Inter Svs Pre-Match Fund	\$40,000	

COMMUNITY AND FAMILY SERVICES DEPARTMENT  
CONTRACT APPROVAL FORM SUPPLEMENT  
Contractor : OREGON DEPT OF HUMAN RESOURCES MARSHALL

Page 1 of 1  
6/29/99

Vendor Code : 00028

Fiscal Year : 99/00

Numeric Amendment : 00

Contract Number : 0010649

LINE	FUND	AGEN	ORG CODE	ACTIVIY CODE	OBJECT CODE	REPORTING CATEGORY	LGFS DESCRIPTION	ORIGINAL AMOUNT	AMENDMENT AMOUNT	FINAL AMOUNT	REQT'S ESTIMATE
01	156	010	1123	Y19A	6060	9997L <div></div>	Integr Svs Pre-Matched Funding Integrated Services Projects	\$40,000.00		\$40,000.00	
TOTAL								\$40,000.00	\$0.00	\$40,000.00	\$0.00



# Oregon

John A. Kitzhaber, M.D., Governor

## Department of Human Resources

*Contracts and Purchasing Units*

500 Summer Street NE, HRB003

Salem, Oregon 97301

(503) 945-5818

Purchasing FAX (503) 373-2365

Contracts FAX (503) 373-7889

TTY (503) 945-5928

# COPY

Agreement # 85350

### INTERGOVERNMENTAL AGREEMENT

This Agreement is between the Department of Human Resources, (DHR), Office of the Director, Community Partnership Team, hereinafter called "OPT", and Multnomah County, hereinafter called "PROJECT".

#### I. BACKGROUND

The Department of Human Resources supports community partnership projects that integrate human services, engender community involvement and action, align services and policy strategies, to improve human service outcomes for Oregonians. Service integration through community partnership projects is a key OPT strategy in meeting DHR and local goals and outcomes and the Oregon Benchmarks.

Since 1991, DHR and its divisions have contributed to the on-going development of the Marshall Family Resource Center. This center is one of several Family Resource Centers that are the outgrowth of collaborative partnerships between various governmental and local communities. Each Family Resource Center is located within a specific small geographic community where it is essential to use a proactive approach to link families to social and other services. The Marshall Family Resource Center is located in Marshall High School serving the school's geographic area and connects with the Marshall Caring Community which provides oversight.

#### II. TERM

This Agreement begins July 1, 1999 and ends June 30, 2000, unless otherwise terminated or extended in writing. OPT support for this project for the Fiscal Year 99-00 is contingent upon approval of further federal funding and continued partnership negotiations.

#### III. GOALS AND OUTCOMES

PROJECT shall work to accomplish the outcomes and outputs as shown on Attachment A, Work Plan, dated 1999-2000, which is hereby incorporated into this Agreement by this reference. The three DHR Outcomes most impacted by this agreement are:

1. Increase the percentage of people with access to health care.
2. Decrease teen pregnancy rate.
3. Decrease the percentage of people in poverty.

K/workman/CPT/servin/85350/JUN99

1

*"Assisting People to Become Independent, Healthy and Safe"*  
An Equal Opportunity Employer

DHR 2999 (6-99)



The Marshall Family Resource Center is a system coordination access point, working together in partnership to integrate, coordinate, advocate and develop services for youth and families in outer-southeast Portland. The Center has a full-time director and a family intervention specialist. A multi-disciplinary Service Team meets bi-weekly to collaborate, network and serve students and families. Strategies include a girls leadership group, development of a boys leadership/growth program, health fairs, and a mentor program.

#### **IV. RESPONSIBILITIES AND EXPECTATIONS**

##### **A. All Parties shall:**

- 1) Commit to the desired goals and outcomes of the project and work toward meeting those objectives.
- 2) Provide leadership and support as necessary to accomplish the goals and outcomes of the project.
- 3) Assist in the operation, oversight, and evaluation of the project.

##### **B. CPT agrees to:**

- 1) Provide assistance in overcoming service integration barriers among agencies, governments, service providers, advocacy groups, etc..
- 2) Provide training and technical support regarding operation of state services, budgeting, technology, and branch office flexibility.
- 3) Provide assistance in areas of community involvement, workplan development, communications, media, project design, group facilitation, volunteer development, human services data, integrated services and supports, alternative programs.
- 4) Provide a CPT District Manager or Project Coordinator to act as problem solver for issues relating to DHR functions and resources.

##### **C. PROJECT agrees to:**

- 1) Work with CPT to develop a functional workplan which includes expected results. The workplan shall include or connect to an evaluation plan (e.g. goals, outcomes, outputs, inputs) that will measure the results of the project.
- 2) Submit semi-annual project reports to CPT on or before January 30 and July 30. Progress reports are to include, but not limited to, information on projects results; outcomes and outputs, lessons learned, anecdotal stories, next steps, and additional supports needed from DHR and its Divisions.
- 3) Produce services, materials, and alternative revenue sources to support the project's operational needs.

- 4) Develop appropriate agreements with other project partners outlining the responsibilities of each project partner.
- 5) Provide CPT with a forecasted expenditure budget and invoice before any federal funds will be disbursed. The forecasted budget shall include, but not be limited to:
  - a. Amount of local, non-federal, previously unmatched dollars (expenditures), being submitted for match
  - b. Sources of all local matching dollars/expenditures
  - c. Projected (annual or quarterly) budget expenditures, including local and federal portions of the total budget
  - d. Total project budget
  - e. An explanation of what the CPT matching funds system allows the project to do that may otherwise be beyond the local coalitions capacity or resources.
- 6) Provide a final expenditure report with the year end progress report by July 30, detailing actual local and federal expenditures for the project.
- 7) Submit all invoices and local checks for payment of funds related to this agreement no later than September 15, 2000.

**V. DESIGNATED LIAISONS**

Liaisons for the term of this Agreement shall be as follows, all correspondence or notices shall be directed to their attention:

**PROJECT:** Multnomah County  
Mary Marson, Touchstone and Family Resource Center  
Division of Community Programs & Partnerships  
Department of Community & Family Services  
421 SW 6th Ave, Suite 500  
Portland, OR 97204-1602  
Tele: 503-248-3999 Ext. 28616  
Fax: 503-248-3332

**Lead Partner:** Marshall Family Resource Center  
Contact Person - Gary Walsworth  
3905 SE 91st Avenue  
Portland, OR 97266  
Tele: 503-306-5672  
Fax: 503-816-2703

**CPT:** Charlotte Hartwig  
Community Partnership Team  
500 Summer St NE, 4th Floor

Salem, OR 97310-1012

**VI. CONSIDERATION**

- A.** Payment for all work performed during the term of this Agreement shall not exceed the maximum sum of \$68,000.00. Consideration will be paid on a quarterly basis upon receipt and approval of an invoice and check from the PROJECT. Funding for this project for the Fiscal Year 00-01 is contingent upon approval of further federal funding and a second year agreement approved by CPT.
- B.** PROJECT shall bill CPT quarterly. Before the end of each quarter PROJECT will submit an invoice for the integration services provided and accompany the invoice with a check for the non-federal portion (not to exceed \$10,000.00) of the amount being billed. The invoice and the check shall be sent to:

Brandi McDaniel, Admin. Assist.  
Community Partnership Team  
Department of Human Resources  
500 Summer Street NE, 4th Floor  
Salem, OR 97310-1012

- C.** All invoices and local checks for payment of funds related to this agreement must be submitted no later than September 15, 2000 in accordance with the instructions of this section.
- D.** PROJECT shall not submit billing and CPT will not pay, any amount in excess of the maximum compensation set forth above. If this maximum compensation amount is increased by amendment of this Agreement, the amendment must be fully effective before PROJECT performs work subject to the amendment. No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement. This Agreement will not be amended after the expiration date.

**VII. GENERAL PROVISIONS****A. Effective Date and Duration**

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

**B. Subcontracts and Assignments**

PROJECT may not enter into any subcontracts for any of the work scheduled under this Agreement or transfer any of its interest in the Agreement without obtaining prior approval from CPT.

**C. Termination**

- 1.** This Agreement may be terminated by mutual consent of both parties, or by CPT upon 30 days notice, in writing, and delivered by certified mail or in person.
- 2.** In addition, CPT may terminate this Agreement, in whole or in part, effective upon delivery of written notice to the PROJECT, or at such later date as may be established by CPT, under



any of the following conditions:

- a) If CPT funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services. The Agreement may be modified or terminated to accommodate a reduction in funds.
- b) If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement or are no longer eligible for the funding proposed for payments authorized by this Agreement.
- c) If any license or certification required by law or regulation to be held by the PROJECT to provide the services required by this Agreement is for any reason denied, revoked, suspended, or not renewed.

Any such termination of this Agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

3. CPT by written notice of default (including breach of Agreement) may terminate the whole or any part of this Agreement if:

- a) If PROJECT fails to provide services called for by this Agreement within the time specified herein or any extension thereof; or
- b) If PROJECT fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from CPT, fails to correct such failures within 10 calendar days or such longer period as CPT may authorize.

The rights and remedies of CPT provided in the above clause related to default (including breach of Agreement) by the PROJECT shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

#### **D. Access to Records**

CPT, the Secretary of State's Office of the State of Oregon, the federal government, and all duly authorized representatives shall have access to the books, documents, papers, and records of the PROJECT which are directly pertinent to this specific Agreement for the purpose of making audit, examination, excerpts, and transcripts.

#### **E. Amendment**

The terms of this Agreement may not be waived, altered, modified, supplemented or amended, except by written agreement signed by all parties.

#### **F. Waiver**

The failure of CPT or PROJECT to enforce any provision of this Agreement does not waive CPT's right to enforce any other provision.

**G. INDEMNITY**

Indemnity. DIVISION and DISTRICT understand that each is insured with respect to tort liability by the State of Oregon Insurance Fund, a statutory system of self-insurance established by ORS chapter 278, and subject to the Oregon Tort Claims Act (ORS 30.260-30.300). DIVISION and DISTRICT agree to accept that coverage as adequate insurance of the other party with respect to personal injury and property damage.

Self-Insurance Loss Allocation: DIVISION and DISTRICT agree that any tort liability claim, suit or loss resulting from or arising out of the parties' performance of and activities under this contract shall be allocated, as between the state agencies, in accordance with law by the Risk Management Division of the Department of Administrative Services for purposes of their respective loss experiences and subsequent allocation for self-insurance assessments under ORS 278.435. Each party agrees to notify Risk Management Division and the other party in the event it receives notice or knowledge of any claim arising out of the performance of the other parties' activities under this agreement.

**H. Merger Clause**

THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. PROJECT, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

**VIII. SIGNATURES****APPROVED BY:**

*Lorenzo P. P. P.*  
Project - Community & Family Services  
Multnomah County

6/30/99  
Date

\_\_\_\_\_  
Project - Multnomah County Board of Commissioners  
Multnomah County

\_\_\_\_\_  
Date

*Rati Gaurin*  
Thomas Sponsler, Multnomah County Counsel

6/30/99  
Date

\_\_\_\_\_  
Lennie Bjornsen, Director  
DHR Community Partnership Team

\_\_\_\_\_  
Date

**Reviewed by:**

\_\_\_\_\_  
**Ramona Rodamaker**  
**DHR Service Integration Manger**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**DHR/CPT Contracts Unit**

\_\_\_\_\_  
**Date**

**MULTNOMAH COUNTY, DIVISION OF COMMUNITY PROGRAMS & PARTNERSHIPS**  
**MARSHALL FAMILY RESOURCE CENTER WORK PLAN: 1998-1999-2000**

1. Increase access and range of services in Marshall Family Resource Center and community.	<ul style="list-style-type: none"> <li>DHR Benchmark #7: Increase % of People with Access to Health Care &amp; Mental Health Services.</li> <li>DCFS Objective #3: Community Building Increase Government Responsiveness</li> </ul>	<ul style="list-style-type: none"> <li>Add partner staff to MFRG.</li> <li>Enhance integrated service model through partner additions to Service Team.</li> <li>Partnership for OHP assistance services.</li> <li>Attempt development of AFS evening service arrangement.</li> <li>Develop partnership with Bismarck Health Clinic.</li> <li>Outreach to community &amp; youth agencies.</li> </ul>	<ul style="list-style-type: none"> <li>Tutoring</li> <li>Agreements with AFS &amp; Portland Impact.</li> <li>Agreement with PPS/Marshall High School</li> </ul>	<ul style="list-style-type: none"> <li># Of youth job referrals.</li> <li># Of clients served in evening</li> <li># Of clients served</li> <li># Of Information &amp; Referral</li> <li># Of youth job referrals.</li> <li># Of consultative events</li> <li># Of outreach contacts</li> <li># Of Service Team members in attendance/Average attendance.</li> <li># Of Key Service Team members.</li> </ul>	<ul style="list-style-type: none"> <li># Increase youth job referrals</li> <li># Increase average attendance at Service Team.</li> <li>=&gt; # Maintain and/or increase Key Service Team member attendance.</li> <li># Increase consultative events</li> <li># Increase I &amp; R counts</li> </ul>
2. Increase parent & resident involvement in schools and community.	<ul style="list-style-type: none"> <li>DCFS Objective #3: Community Building.</li> <li>School Success</li> <li>Sense of Community</li> <li>Resident satisfaction</li> </ul>	<ul style="list-style-type: none"> <li>Support 4 OSECC Health Action Team Health Fairs</li> <li>Develop and implement AM &amp; PM parent activities.</li> <li>Personal outreach to MFRG parents.</li> <li>Marshall HS Holiday Family Craft Night.</li> <li>Encourage Freshman attendance at MHS Open House</li> </ul>	<ul style="list-style-type: none"> <li>Invitations for coffee hour.</li> <li>Supplies for "coffee hour".</li> <li>Logistical support for craft night.</li> <li>MCCF mini-grants</li> </ul>	<ul style="list-style-type: none"> <li># MHS open house attendance.</li> <li># Number of parents attending Health Fair activities</li> <li># Of parents introduced to MFRG.</li> <li># Of residents at summer festival.</li> </ul>	<ul style="list-style-type: none"> <li># Increase number of parents at MHS open house.</li> <li># Increase number of MHS parents with knowledge of MFRG.</li> <li># Increase number of residents participating in OSECC activities.</li> </ul>
3. Increase school attendance and performance.	<ul style="list-style-type: none"> <li>DHR Benchmark #18: Decrease % of People in Poverty.</li> <li>Increase High School Completion</li> <li>School Success</li> </ul>	<ul style="list-style-type: none"> <li>Continue 6<sup>th</sup> - 8<sup>th</sup> grade personal development class/group, transition project.</li> <li>Mentoring Project for incoming Freshman</li> <li>Develop "taxi fund" for incentives for attendance and support.</li> <li>Case management.</li> <li>Agency partnerships.</li> </ul>	<ul style="list-style-type: none"> <li>Volunteer tutors</li> <li>Training from DHR</li> <li>Curriculum and case management services</li> <li>Partnership with MHS and MFRG Counselor for Mentor Project.</li> </ul>	<ul style="list-style-type: none"> <li># Of tutor hours.</li> <li># Of students completing class</li> <li>GPA of each student in class.</li> <li># Of students in Mentoring Project.</li> </ul>	<ul style="list-style-type: none"> <li># 90% attendance for students participating in project.</li> <li>=&gt; no dropouts for participants in project.</li> <li>=&gt; # Maintain or increase attendance for 75% students tracked by Service Team/MFRG.</li> </ul>

**MULTNOMAH COUNTY, DIVISION OF COMMUNITY PROGRAMS & PARTNERSHIPS**  
**MARSHALL FAMILY RESOURCE CENTER WORK PLAN: 1999-2001**

OBJECTIVE	BENCHMARK	INITIATIVE	MEASUREMENT	INDICATOR	
4. Build resiliency.	<ul style="list-style-type: none"> <li>DHR Benchmark #18: Decrease % of people in poverty.</li> <li>DHR Benchmark # 19: Reduce Teen Pregnancy.</li> <li>School Success</li> <li>DCFS Objective #3: Community Building</li> </ul>	<ul style="list-style-type: none"> <li>Continue (GLAD) Girls Leadership &amp; Development Partnership for 1999 school year.</li> <li>1998 Summer GLAD "Destiny" program at MHS.</li> <li>Develop Boys "Leadership/Growth" Program at MHS.</li> <li>Care night at MFRC.</li> <li>Students/staff go through intensive personal growth experience.</li> </ul>	<ul style="list-style-type: none"> <li>Funding for GLAD.</li> <li>Funding for summer 1999 "Destiny" program.</li> <li>Boys Program Model.</li> <li>Graduate Intern</li> <li>Partnership with Western Youth Development.</li> <li>Mentors for Glad</li> <li>Partnership with Multnomah County/AFS or? for GLAD transportation.</li> </ul>	<ul style="list-style-type: none"> <li># Of girls in program.</li> <li># Of case managed cases.</li> <li># Of GLAD participants with senior.</li> <li># Of boys in program.</li> <li># Of participants in intensive growth experience.</li> </ul>	<ul style="list-style-type: none"> <li>↔ No GLAD pregnancies.</li> <li>↔ Improved school attendance for 75% GLAD and Western Youth participants.</li> <li>↔ 75% of participants in GLAD will demonstrate increased self-esteem.</li> <li>↔ 90% of GLAD participants will have increased awareness in career options.</li> </ul>
5. Upgrade MFRC facilities for improved service delivery.	<ul style="list-style-type: none"> <li>Increase Government Accountability &amp; Responsiveness.</li> <li>DCFS Objective #4: Technological capacity and efficient processes...</li> </ul>	<ul style="list-style-type: none"> <li>Multnomah County computers on PPS network.</li> <li>Fax machine for MFRC.</li> <li>Efficient, compatible phone system for entire center.</li> <li>Signage for MFRC.</li> </ul>	<ul style="list-style-type: none"> <li>Technical and financial assistance from DHR Multnomah County and Portland Public School coordination.</li> <li>Install multiple county phone system.</li> </ul>	<ul style="list-style-type: none"> <li>\$ support for system improvement.</li> <li># of partner agencies supporting upgrade of MFRC.</li> </ul>	<ul style="list-style-type: none"> <li>↔ Increase in level of confidentiality provided in MFRC.</li> <li>↔ Improved communication as measured by survey.</li> </ul>
6. Increase scope of activities & influence of the "Outer Southeast Caring Community".	<ul style="list-style-type: none"> <li>DHR Benchmark # 7: Increase % people with access to health care.</li> <li>DHR Benchmark # 18: Decrease % people living in poverty.</li> <li>DCFS Objective #3: Community Building.</li> <li>Liveable Communities</li> <li>Sense of Community</li> </ul>	<ul style="list-style-type: none"> <li>Establish "Community Board" for OSECC.</li> <li>Complete OSE strategic plan.</li> <li>Resident outreach</li> <li>Monitor &amp; Support Community schools efforts.</li> </ul>	<ul style="list-style-type: none"> <li>Joint supervisory team membership.</li> <li>Work on Interia Board to establish Community Board.</li> <li>Maintain liaison with SE Works/MFRC/OSECC &amp; Leaders Roundtable.</li> </ul>	<ul style="list-style-type: none"> <li># of residents participating</li> </ul>	<ul style="list-style-type: none"> <li>↔ Pilot "Community Schools" project for Outer SE.</li> <li>↔ Established Community Board.</li> </ul>

6/29/99

CONTRACT FOR SERVICES  
MULTNOMAH COUNTY COMMUNITY AND FAMILY SERVICES DEPARTMENT

**Attachment A:  
Service Elements and Contract Amounts**

Contractor Name : OREGON DEPT OF HUMAN RESOURCES MARSHALL	Vendor Code: 00028
Contractor Address : 500 NE SUMMER ST FOURTH FLOOR SALEM OR 97310-1012	
Telephone : 945-5821	Fiscal Year : 99/00
Federal ID # :	

---

**Program Office Name : Family Resource Centers**

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*Service Element Name : Integrated Services Projects (Y19A)*

<u>Mod. #</u>	<u>Begin Date</u>	<u>End Date</u>	<u>Payment Method</u>	<u>Payment Basis</u>	<u># of Units</u>	<u>Unit Description</u>	<u>Unit Rate</u>	<u>Amount</u>
0	7/1/99	6/30/00	Per Invoice	Match				\$40,000.00
Total								\$40,000.00

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

Contract #: 0010650

Pre-approved Contract Boilerplate (with County Counsel signature) ☐ Attached ☒ Not Attached

Amendment #: 0

<p align="center"><b>Class I</b></p> <p><input type="checkbox"/> Professional Services not to exceed \$50,000 (and not awarded by RFP or Exemption)</p> <p><input type="checkbox"/> Revenue not to exceed \$50,000 (and not awarded by RFP or Exemption)</p> <p><input type="checkbox"/> Intergovernmental Agreement (IGA) not to exceed \$50,000</p> <p><input type="checkbox"/> Expenditure</p> <p><input type="checkbox"/> Revenue</p> <p><input type="checkbox"/> Architectural &amp; Engineering not to exceed \$10,000 (for tracking purposes only)</p>	<p align="center"><b>Class II</b></p> <p><input type="checkbox"/> Professional Services that exceed \$50,000 or awarded by RFP or Exemption (regardless of amount)</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 that exceeds \$50,000 or awarded by RFP or Exemption (regardless of amount)</p>	<p align="center"><b>Class III</b></p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement (IGA) that exceeds \$50,000</p> <p><input checked="" type="checkbox"/> Expenditure, &amp;</p> <p><input checked="" type="checkbox"/> Revenue</p> <p align="center"><b>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</b></p> <p><b>AGENDA #</b> <u>C-27</u> <b>DATE</b> <u>7/8/99</u></p> <p align="center"><b>DEB BOGSTAD</b></p> <p align="center"><b>BOARD CLERK</b></p>
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Department: Community and Family Services Division: Community Programs and Partnerships Date: June 29, 1999

Originator: Mary Marson Phone: X 28616 Bldg/Rm: 166/5

Contact: Patty Doyle Phone: X 24418 Bldg/Rm: 166/7

Description of Contract: **This Intergovernmental Agreement funds the Integrated Services Project at Jefferson High School. It is both a revenue and expense agreement.**

RENEWAL: <input type="checkbox"/>		PREVIOUS CONTRACT #(S):	
RFP/BID:		RFP/BID DATE:	
EXEMPTION		EXEMPTION EXPIRATION	
#/DATE:		DATE:	
CONTRACTOR IS: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> ESB <input type="checkbox"/> QRF <input type="checkbox"/> N/A <input type="checkbox"/> NONE (Check all boxes that apply)			

Contractor <b>Department of Human Resources, State of Oregon</b>	
Address <u>500 Summer St SE</u>	Remittance Address _____
<u>Salem, Or 97310-1012</u>	(If different) _____
Phone <u>(503) 945-5818</u>	Payment Schedule / Terms
Employer ID# or SS# _____	<input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt
Effective Date <u>July 1, 1999</u>	<input type="checkbox"/> Monthly \$ _____ <input type="checkbox"/> Net 30
Termination Date <u>December 31, 1999</u>	<input checked="" type="checkbox"/> Other \$ <u>Quarterly</u> <input type="checkbox"/> Other
Original Expense Amount \$ <u>20,000</u>	
Original Revenue Amount \$ <u>34,000</u>	
Total Amt of Previous Amendments \$ <u>-0-</u>	<input type="checkbox"/> Requirements \$ _____
Amount of Amendment \$ <u>-0-</u>	
Total Amt of Expenditure \$ <u>20,000</u>	
Total Amt of Revenue \$ <u>34,000</u>	Encumber <input type="checkbox"/> Yes <input type="checkbox"/> No

**REQUIRED SIGNATURES**

Department Manager <u><i>Lorenzo Poe</i></u>	DATE <u>6/30/99</u>
Purchasing Manager _____	DATE _____
County Counsel <u><i>Katie Gault</i></u>	DATE <u>6/30/99</u>
County Chair <u><i>Shelly Davis</i></u>	DATE <u>7/8/99</u>
Sheriff _____	DATE _____
Contract Administration _____	DATE _____

LGFS VENDOR CODE 00027						DEPT REFERENCE					
LINE #	FUND	AGENCY	ORG	SUB ORG	ACTIVITY	OBJ/ REV	SUB OBJ	REP CAT	LGFS DESCRIPTION	AMOUNT	INC DEC
01	156	010	1123			2396 Reven.			State DHR	\$34,000	
02	156	010	1123		Y19A			9997L	Inter Svs Pre-Match Fund	\$20,000	

COMMUNITY AND FAMILY SERVICES DEPARTMENT

CONTRACT APPROVAL FORM SUPPLEMENT

Contractor : OREGON DEPT OF HUMAN RESOURCES JEFFERSON SCHOO

Vendor Code : 00027

Page 1 of 1  
6/29/99

Fiscal Year : 99/00

Numeric Amendment : 00

Contract Number : 0010650

LINE	FUND	AGEN	ORG CODE	ACTIVIY CODE	OBJECT CODE	REPORTING CATEGORY	LGFS DESCRIPTION	ORIGINAL AMOUNT	AMENDMENT AMOUNT	FINAL AMOUNT	REQT'S ESTIMATE
01	156	010	1123	Y19A	6060	9997L <div></div>	Integr Svs Pre-Matched Funding Integrated Services Projects	\$20,000.00		\$20,000.00	
TOTAL								\$20,000.00	\$0.00	\$20,000.00	\$0.00





# Oregon

John A. Kitzhaber, M.D., Governor

## Department of Human Resources

*Contracts and Purchasing Units*

500 Summer Street NE, HRB003

Salem, Oregon 97301

(503) 945-5818

Purchasing FAX (503) 373-2365

Contracts FAX (503) 373-7889

TTY (503) 945-5928

# COPY

Agreement # 85347

### INTERGOVERNMENTAL AGREEMENT

This Agreement is between the Department of Human Resources, (DHR), Office of the Director, Community Partnership Team, hereinafter called "CPT", and Multnomah County, hereinafter called "PROJECT".

#### I. BACKGROUND

The Department of Human Resources supports community partnership projects that integrate human services, engender community involvement and action, align services and policy strategies, to improve human service outcomes for Oregonians. Service integration through community partnership projects is a key CPT strategy in meeting DHR and local goals and outcomes and the Oregon Benchmarks.

Since 1991, DHR and its divisions have contributed to the on-going development of the Jefferson Family Resource Center (formerly the Beach Family Resource Center). This effort, located among the neighborhoods of northeast Portland coordinates social supports like student counseling, parent involvement activities, case coordination, and outreach with neighborhood residents. The project coordinates with various other service integration and community development efforts in northeast Portland.

#### II. TERM

This Agreement begins July 1, 1999 and ends December 31, 1999, unless otherwise terminated or extended in writing. CPT support for this project for the Fiscal Year 00-01 is contingent upon approval of further federal funding and continued partnership negotiations.

#### III. GOALS AND OUTCOMES

PROJECT shall work to accomplish the strategies outcomes and outputs as shown in the Statement of Work and any accompanying attachments, which are hereby incorporated into this Agreement by this reference. The three DHR Outcomes most impacted by this agreement are:

1. Increase the percentage of people with access to health care.
2. Decrease the teen pregnancy rate.
3. Decrease the percentage of people in poverty.

The purpose of the Jefferson Family Resource Center is to coordinate various DHR and other social

K/workman/CPT/servin/85347/JUN99

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An Equal Opportunity Employer



supports in one community school location. Integrating human and education services in one location, community involvement, developing wrap-around supports for struggling students and their families are the core objectives of this project.

#### **IV. RESPONSIBILITIES AND EXPECTATIONS**

##### **A. All Parties shall:**

- 1) Commit to the desired goals and outcomes of the project and work toward meeting those objectives.
- 2) Provide leadership and support as necessary to accomplish the goals and outcomes of the project.
- 3) Assist in the operation, oversight, and evaluation of the project.

##### **B. CPT agrees to:**

- 1) Provide assistance in overcoming service integration barriers among agencies, governments, service providers, advocacy groups, etc..
- 2) Provide training and technical support regarding operation of state services, budgeting, technology, and branch office flexibility.
- 3) Provide assistance in areas of community involvement, work plan development, communications, media, project design, group facilitation, volunteer development, human services data, integrated services and supports, alternative programs.
- 4) Provide a CPT District Manager or a Project Coordinator to act as problem solver for issues relating to DHR functions and resources.

##### **C. PROJECT agrees to:**

- 1) Work with CPT to develop a functional work plan which includes expected results. The work plan shall include or connect to an evaluation plan (e.g. goals, outcomes, outputs, inputs) that will measure the results of the project. This must be completed by December 1999 in order to extend or amend this agreement.
- 2) Submit semi-annual project reports to CPT on or before January 30, 2000. Progress reports are to include, but not limited to, information on projects results; outcomes and outputs, lessons learned, anecdotal stories, next steps, and additional supports needed from DHR and its' Divisions.
- 3) Produce services, materials, and alternative revenue sources to support the project's operational needs.
- 4) Develop appropriate agreements with other project partners outlining the responsibilities of each project partner.

- 5) Provide CPT with a forecasted expenditure budget and invoice before any federal funds will be disbursed. The forecasted budget shall include, but not be limited to:
- a. Amount of local, non-federal, previously unmatched dollars (expenditures), being submitted for match
  - b. Sources of all local matching dollars/expenditures
  - c. Projected (annual or quarterly) budget expenditures, including local and federal portions of the total budget
  - d. Total project budget
  - e. An explanation of what the CPT matching funds system allows the project to do that may otherwise be beyond the local coalitions capacity or resources.
- 6) Provide a final expenditure report with the year end progress report by January 30, 2000, detailing actual local and federal expenditures for the project.
- 7) Submit all invoices and local checks for payment of funds related to this agreement no later than February 15, 2000.

#### V. DESIGNATED LIAISONS

Liaisons for the term of this Agreement shall be as follows, all correspondence or notices shall be directed to their attention:

**PROJECT:** Multnomah County  
Jefferson Family Resource Center  
Contract Person: Mary Marson  
421 SW 6th Avenue, Suite 500  
Portland, OR 97204-1602  
Tele: (503) 248-3999, Ext. 28616  
Fax: (503) 248-3332

**Lead Partner:** Contact Person: Antoinette Edwards  
5210 N. Kerby Ave.  
Portland, OR 97217  
Tele: (503) 736-6657  
Fax: (503) 916-2698

**CPT:** Ramona Rodamaker  
DHR Service Integration Manager  
500 Summer St NE, 4th Floor  
Salem, OR 97310-1012

#### VI. CONSIDERATION

- A. Payment for all work performed during the term of this Agreement shall not exceed the maximum sum of \$34,000.00. Consideration will be paid on a quarterly basis upon receipt

and approval of an invoice and check from the PROJECT. Funding for this project for the Fiscal Year 00-01 is contingent upon approval of further federal funding and a second year agreement approved by CPT.

- B. PROJECT shall bill CPT quarterly. Before the end of each quarter PROJECT will submit an invoice for the integration services provided and accompany the invoice with a check for the non-federal portion (not to exceed \$10,000.00) of the amount being billed. The invoice and the check shall be sent to:

Brandi McDaniel, Admin. Assist.  
Community Partnership Team  
Department of Human Resources  
500 Summer Street NE, 4th Floor  
Salem, OR 97310-1012

- C. All invoices and local checks for payment of funds related to this agreement must be submitted no later than February 15, 2000 in accordance with the instructions of this section.
- D. PROJECT shall not submit billing and CPT will not pay, any amount in excess of the maximum compensation set forth above. If this maximum compensation amount is increased by amendment of this Agreement, the amendment must be fully effective before PROJECT performs work subject to the amendment. No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement. This Agreement will not be amended after the expiration date.

## VII. GENERAL PROVISIONS

### A. Effective Date and Duration

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

### B. Subcontracts and Assignments

PROJECT may not enter into any subcontracts for any of the work scheduled under this Agreement or transfer any of its interest in the Agreement without obtaining prior approval from CPT.

### C. Termination

1. This Agreement may be terminated by mutual consent of both parties, or by CPT upon 30 days notice, in writing, and delivered by certified mail or in person.
2. In addition, CPT may terminate this Agreement, in whole or in part, effective upon delivery of written notice to the PROJECT, or at such later date as may be established by CPT, under any of the following conditions:
  - a) If CPT funding from federal, state, or other sources is not obtained and

continued at levels sufficient to allow for the purchase of the indicated quantity of services. The Agreement may be modified or terminated to accommodate a reduction in funds.

- b) If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement or are no longer eligible for the funding proposed for payments authorized by this Agreement.
- c) If any license or certification required by law or regulation to be held by the PROJECT to provide the services required by this Agreement is for any reason denied, revoked, suspended, or not renewed.

Any such termination of this Agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

3. CPT by written notice of default (including breach of Agreement) may terminate the whole or any part of this Agreement if:

- a) If PROJECT fails to provide services called for by this Agreement within the time specified herein or any extension thereof; or
- b) If PROJECT fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from CPT, fails to correct such failures within 10 calendar days or such longer period as CPT may authorize.

The rights and remedies of CPT provided in the above clause related to default (including breach of Agreement) by the PROJECT shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

#### **D. Access to Records**

CPT, the Secretary of State's Office of the State of Oregon, the federal government, and all duly authorized representatives shall have access to the books, documents, papers, and records of the PROJECT which are directly pertinent to this specific Agreement for the purpose of making audit, examination, excerpts, and transcripts.

#### **E. Amendment**

The terms of this Agreement may not be waived, altered, modified, supplemented or amended, except by written agreement signed by all parties.

#### **F. Waiver**

The failure of CPT or PROJECT to enforce any provision of this Agreement does not waive CPT's right to enforce any other provision.

**G. INDEMNITY**

PROJECT shall defend, save, hold harmless, and indemnify the State of Oregon and CPT, its officers, employees, agents, and members from all claims, suits or actions of whatsoever nature resulting from or arising out of the negligent activities or omissions of the PROJECT, its officers, employees, subcontractors, or agents under this Agreement.

**H. Merger Clause**

THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. PROJECT, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

**VIII. SIGNATURES****APPROVED BY:**

*Lolene Pae*  
Project - Community & Family Services  
Multnomah County

6/30/99  
Date

Project  
Multnomah County Board of Commissioners

          
Date

*Kati Dargatzis*  
Thomas Sponsler, County Counsel

6/30/99  
Date

Lennie Bjornsen, Director  
DHR Community Partnership Team

          
Date

**Reviewed by:**

Ramona Rodamaker  
DHR Service Integration Manager

          
Date

DHR/CPT Contracts Unit

          
Date

CONTRACT FOR SERVICES  
MULTNOMAH COUNTY COMMUNITY AND FAMILY SERVICES DEPARTMENT

6/29/99

**Attachment A:**  
**Service Elements and Contract Amounts**

Contractor Name : OREGON DEPT OF HUMAN RESOURCES JEFFERSON SCHOOL	Vendor Code: 00027
Contractor Address : 500 NE SUMMER ST FOURTH FLOOR SALEM OR 97310-1012	
Telephone : 945-5821	Fiscal Year : 99/00
Federal ID # :	

**Program Office Name : Family Resource Centers**

*Service Element Name : Integrated Services Projects (Y19A)*

<u>Mod. #</u>	<u>Begin Date</u>	<u>End Date</u>	<u>Payment Method</u>	<u>Payment Basis</u>	<u># of Units</u>	<u>Unit Description</u>	<u>Unit Rate</u>	<u>Amount</u>
0	7/1/99	12/31/99	Per Invoice	Match				\$20,000.00
Total								\$20,000.00

# MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedure CON-1)

Contract #: 0010651

Pre-approved Contract Boilerplate (with County Counsel signature) ☐ Attached ☒ Not Attached

Amendment #: 0

Class I	Class II	Class III
<input type="checkbox"/> Professional Services not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Revenue not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Intergovernmental Agreement (IGA) not to exceed \$50,000 <input type="checkbox"/> Expenditure <input type="checkbox"/> Revenue <input type="checkbox"/> Architectural & Engineering not to exceed \$10,000 (for tracking purposes only)	<input type="checkbox"/> Professional Services that exceed \$50,000 or awarded by RFP or Exemption (regardless of amount) <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 that exceeds \$50,000 or awarded by RFP or Exemption (regardless of amount)	<input checked="" type="checkbox"/> Intergovernmental Agreement (IGA) that exceeds \$50,000 <input checked="" type="checkbox"/> Expenditure, & <input checked="" type="checkbox"/> Revenue <p align="center"><b>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</b></p> <p>AGENDA # C-27 DATE 7/8/99 DEB BOGSTAD BOARD CLERK</p>

Department: Community and Family Services Division: Community Programs and Partnerships Date: June 29, 1999  
 Originator: Mary Marson Phone: X 28616 Bldg/Rm: 166/5  
 Contact: Patty Doyle Phone: X 24418 Bldg/Rm: 166/7

Description of Contract: This Intergovernmental Agreement funds the Integrated Services Project at Roosevelt High School. It is both a revenue and expense agreement.

RENEWAL: <input type="checkbox"/>	PREVIOUS CONTRACT #(S):
RFP/BID:	RFP/BID DATE:
EXEMPTION	EXEMPTION EXPIRATION
#/DATE:	DATE:
CONTRACTOR IS: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> ESB <input type="checkbox"/> QRF <input type="checkbox"/> N/A <input type="checkbox"/> NONE (Check all boxes that apply)	

Contractor	Department of Human Resources, State of Oregon		
Address	500 Summer St SE Salem, Or 97310-1012	Remittance Address	(If different)
Phone	(503) 945-5818	Payment Schedule / Terms	
Employer ID# or SS#		<input type="checkbox"/> Lump Sum \$	<input type="checkbox"/> Due on Receipt
Effective Date	July 1, 1999	<input type="checkbox"/> Monthly \$	<input type="checkbox"/> Net 30
Termination Date	June 20, 2000	<input checked="" type="checkbox"/> Other \$	<input type="checkbox"/> Quarterly
Original Expense Amount \$	40,000		
Original Revenue Amount \$	68,000		
Total Amt of Previous Amendments \$	-0-	<input type="checkbox"/> Requirements \$	
Amount of Amendment \$	-0-		
Total Amt of Expenditure \$	40,000		
Total Amt of Revenue \$	68,000	Encumber	<input type="checkbox"/> Yes <input type="checkbox"/> No

## REQUIRED SIGNATURES

Department Manager: Lolingo Poe mus DATE: 6/30/99  
 Purchasing Manager: \_\_\_\_\_ DATE: \_\_\_\_\_  
 County Counsel: Katie Duff DATE: 6/30/99  
 County Chair: Marilyn Sten DATE: 7/8/99  
 Sheriff: \_\_\_\_\_ DATE: \_\_\_\_\_  
 Contract Administration: \_\_\_\_\_ DATE: \_\_\_\_\_

LGFS VENDOR CODE GV0853B						DEPT REFERENCE					
LINE #	FUND	AGENCY	ORG	SUB ORG	ACTIVITY	OBJ/ REV	SUB OBJ	REP CAT	LGFS DESCRIPTION	AMOUNT	INC DEC
01	156	010	1123			2396 Reven.			State DHR	\$68,000	
02	156	010	1123		Y19A			9997L	Inter Svs Pre-Match Fund	\$40,000	



## COMMUNITY AND FAMILY SERVICES DEPARTMENT

## CONTRACT APPROVAL FORM SUPPLEMENT

Contractor : OREGON DEPT OF HUMAN RESOURCES ROOSEVELT

Vendor Code : GV0853B

Page 1 of 1  
6/29/99

Fiscal Year : 99/00

Numeric Amendment : 00

Contract Number : 0010651

LINE	FUND	AGEN	ORG CODE	ACTIVIY CODE	OBJECT CODE	REPORTING CATEGORY	LGFS DESCRIPTION	ORIGINAL AMOUNT	AMENDMENT AMOUNT	FINAL AMOUNT	REQT'S ESTIMATE
01	156	010	1123	Y19A	6060	9997L <div></div>	Integr Svs Pre-Matched Funding Integrated Services Projects	\$40,000.00		\$40,000.00	
TOTAL								\$40,000.00	\$0.00	\$40,000.00	\$0.00



# Oregon

John A. Kitzhaber, M.D., Governor

## Department of Human Resources

*Contracts and Purchasing Units*

500 Summer Street NE, HRB003

Salem, Oregon 97301

(503) 945-5818

Purchasing FAX (503) 373-2365

Contracts FAX (503) 373-7889

TTY (503) 945-5928

# COPY

Agreement # 85349

### INTERGOVERNMENTAL AGREEMENT

This Agreement is between the Department of Human Resources, (DHR), Office of the Director, Community Partnership Team, hereinafter called "CPT", and Multnomah County, Department of Community & Family Services, hereinafter called "PROJECT".

#### I. BACKGROUND

The Department of Human Resources supports community partnership projects that integrate human services, engender community involvement and action, align services and policy strategies, to improve human service outcomes for Oregonians. Service integration through community partnership projects is a key CPT strategy in meeting DHR and local goals and outcomes and the Oregon Benchmarks.

Since 1991, DHR and its divisions have contributed to the on-going development of the Roosevelt Family Resource Center coordinated by Multnomah County and the Portland School District. This effort, located among the neighborhoods of north Portland, has grown to coordinate several social supports such as: health clinics, parent support groups, case coordination, positive family activities, student attendance supports, mentors, alcohol and drug prevention activities, teacher consultation, parent involvement, and outreach with neighborhood residents. This project coordinates with various other service integration and community development efforts in north Portland.

#### II. TERM

This Agreement begins July 1, 1999 and ends June 30, 2000, unless otherwise terminated or extended in writing. OPT support for this project for the Fiscal Year 99-00 is contingent upon approval of further federal funding and continued partnership negotiations.

#### III. GOALS AND OUTCOMES

PROJECT shall work to accomplish the outcomes and outputs as shown on Attachment A, Work Plan, dated 1999-2000, which is hereby incorporated into this Agreement by this reference. The three DHR Outcomes most impacted by this agreement are:

1. Increase the percentage of people with access to health care.
2. Decrease the teen pregnancy rate.
3. Decrease the percentage of people in poverty.

The purpose of the Roosevelt Neighborhood Health and Family Resource Center is to coordinate various

K/workman/CPT/servin/85349/JUN99

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**DHR and other health & social supports in one community school location. Core objectives of this project include integrating human and education services in one location, increasing health care access, expanded case management, mentorship program for at-risk students, and emergency services for families.**

**IV. RESPONSIBILITIES AND EXPECTATIONS**

**A. All Parties shall:**

- 1) Commit to the desired goals and outcomes of the project and work toward meeting those objectives.**
- 2) Provide leadership and support as necessary to accomplish the goals and outcomes of the project.**
- 3) Assist in the operation, oversight, and evaluation of the project.**

**B. CPT agrees to:**

- 1) Provide assistance in overcoming service integration barriers among agencies, governments, service providers, advocacy groups, etc..**
- 2) Provide training and technical support regarding operation of state services, budgeting, technology, and branch office flexibility.**
- 3) Provide assistance in areas of community involvement, workplan development, communications, media, project design, group facilitation, volunteer development, human services data, integrated services and supports, alternative programs.**
- 4) Provide a CPT District Manager or Project Coordinator to act as problem solver for issues relating to DHR functions and resources.**

**C. PROJECT agrees to:**

- 1) Work with CPT to develop a functional workplan which includes expected results. The workplan shall include or connect to an evaluation plan (e.g. goals, outcomes, outputs, inputs) that will measure the results of the project.**
- 2) Submit semi-annual project reports to CPT on or before January 30 and July 30. Progress reports are to include, but not limited to, information on projects results; outcomes and outputs, lessons learned, anecdotal stories, next steps, and additional supports needed from DHR and its Divisions.**
- 3) Produce services, materials, and alternative revenue sources to support the project's operational needs.**
- 4) Develop appropriate agreements with other project partners outlining the responsibilities of each project partner.**

- 5) Provide CPT with a forecasted expenditure budget and invoice before any federal funds will be disbursed. The forecasted budget shall include, but not be limited to:
  - a. Amount of local, non-federal, previously unmatched dollars (expenditures), being submitted for match
  - b. Sources of all local matching dollars/expenditures
  - c. Projected (annual or quarterly) budget expenditures, including local and federal portions of the total budget
  - d. Total project budget
  - e. An explanation of what the CPT matching funds system allows the project to do that may otherwise be beyond the local coalitions capacity or resources.
- 6) Provide a final expenditure report with the year end progress report by July 30, detailing actual local and federal expenditures for the project.
- 7) Submit all invoices and local checks for payment of funds related to this agreement no later than September 15, 2000.

#### V. DESIGNATED LIAISONS

Liaisons for the term of this Agreement shall be as follows, all correspondence or notices shall be directed to their attention:

**PROJECT:** Multnomah County - Department of Community & Family Services  
Mary Marson, Touchstone and Family Resource Center  
Contact Person: Mary Marson  
421 SW 6th Avenue, Suite 500  
Portland, OR 97204-1602  
Tele: 503-248-3999, Ext. 28616  
Fax: 503-248-3332

**OPT:** Charlotte Hartwig, OPT Project Coordinator  
Community Partnership Team  
500 Summer St NE, 4th Floor  
Salem, OR 97310-1012

#### VI. CONSIDERATION

- A. Payment for all work performed during the term of this Agreement shall not exceed the maximum sum of \$68,000.00. Consideration will be paid on a quarterly basis upon receipt and approval of an invoice and check from the PROJECT. Funding for this project for the Fiscal Year 00-01 is contingent upon approval of further federal funding and a second year agreement approved by CPT.
- B. PROJECT shall bill CPT quarterly. Before the end of each quarter PROJECT will submit an invoice for the integration services provided and accompany the invoice with a check for the non-federal

portion (not to exceed \$10,000.00) of the amount being billed. The invoice and the check shall be sent to:

Brandi McDaniel, Admin. Assist.  
Community Partnership Team  
Department of Human Resources  
500 Summer Street NE, 4th Floor  
Salem, OR 97310-1012

- C. All invoices and local checks for payment of funds related to this agreement must be submitted no later than September 15, 2000 in accordance with the instructions of this section.
- D. PROJECT shall not submit billing and OPT will not pay, any amount in excess of the maximum compensation set forth above. If this maximum compensation amount is increased by amendment of this Agreement, the amendment must be fully effective before PROJECT performs work subject to the amendment. No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement. This Agreement will not be amended after the expiration date.

## VII. GENERAL PROVISIONS

### A. Effective Date and Duration

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

### B. Subcontracts and Assignments

PROJECT may not enter into any subcontracts for any of the work scheduled under this Agreement or transfer any of its interest in the Agreement without obtaining prior approval from OPT.

### C. Termination

1. This Agreement may be terminated by mutual consent of both parties, or by OPT upon 30 days notice, in writing, and delivered by certified mail or in person.
2. In addition, OPT may terminate this Agreement, in whole or in part, effective upon delivery of written notice to the PROJECT, or at such later date as may be established by OPT, under any of the following conditions:
  - a) If OPT funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services. The Agreement may be modified or terminated to accommodate a reduction in funds.
  - b) If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement or are no longer eligible for the funding proposed for payments authorized by this Agreement.

- c) If any license or certification required by law or regulation to be held by the PROJECT to provide the services required by this Agreement is for any reason denied, revoked, suspended, or not renewed.

Any such termination of this Agreement shall be without prejudice to any obligations or liabilities or either party already accrued prior to such termination.

3. CPT by written notice of default (including breach of Agreement) may terminate the whole or any part of this Agreement if:

- a) If PROJECT fails to provide services called for by this Agreement within the time specified herein or any extension thereof; or
- b) If PROJECT fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from CPT, fails to correct such failures within 10 calendar days or such longer period as CPT may authorize.

The rights and remedies of CPT provided in the above clause related to default (including breach of Agreement) by the PROJECT shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

**D. Access to Records**

CPT, the Secretary of State's Office of the State of Oregon, the federal government, and all duly authorized representatives shall have access to the books, documents, papers, and records of the PROJECT which are directly pertinent to this specific Agreement for the purpose of making audit, examination, excerpts, and transcripts.

**E. Amendment**

The terms of this Agreement may not be waived, altered, modified, supplemented or amended, except by written agreement signed by all parties.

**F. Waiver**

The failure of CPT or PROJECT to enforce any provision of this Agreement does not waive CPT's right to enforce any other provision.

**G. INDEMNITY**

Indemnity. DIVISION and DISTRICT understand that each is insured with respect to tort liability by the State of Oregon Insurance Fund, a statutory system of self-insurance established by ORS chapter 278, and subject to the Oregon Tort Claims Act (ORS 30.260-30.300). DIVISION and DISTRICT agree to accept that coverage as adequate insurance of the other party with respect to personal injury and property damage.

Self-Insurance Loss Allocation: DIVISION and DISTRICT agree that any tort liability claim, suit or loss resulting from or arising out of the parties' performance of and activities under this contract shall be allocated, as between the state agencies, in accordance with law by the Risk Management Division of the Department of Administrative Services for purposes of their respective loss experiences and subsequent

allocation for self-insurance assessments under ORS 278.435. Each party agrees to notify Risk Management Division and the other party in the event it receives notice or knowledge of any claim arising out of the performance of the other parties' activities under this agreement.

#### H. Merger Clause

THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. PROJECT, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

#### VIII. SIGNATURES APPROVED BY:

Lorenzo Poe  
Project - Community and Family Services  
Multnomah County

6/30/99

Date

Project - Multnomah County Board of Commissioners  
Multnomah County

Date

Ratie Gugin  
Thomas Sponsler, Multnomah County Counsel

6/30/99

Date

Lennie Bjornsen, Director  
DHR Community Partnership Team

Date

Reviewed by:

Ramona Rodamaker  
DHR Service Integration Manager

Date

DHR/CPT Contracts Unit

Date

Project Component	Resources/Inputs	Output/Outputs	Measures/Outcomes	Implementation Strategies	Impacted Goals	Timeline
1. Increase community partnerships.	Multnomah County- FTE, technical support, supervision, training.  DHR/CPT- Technical & Monetary Support, Risk Management.  PPS- Access to building, custodial support, building events.  Community- Participation in discussion, Attendance to activities, commitment to collaborate	# of community meetings held per year.  # of practitioners providing services from the RNHFRC site  # of new community projects/resources generated and/or involved in.  # of community/school projects the RNHFRC is involved in.  # of emerging community leaders identified.  # of newly engaged partners.	Community capacity to address its own deficits with its strengths will be increased.  The staff of the RNHFRC will increase through collaboration and thereby provide more services for empowering families.  Roosevelt Staff, Students and Parents will become more aware of the services offered in the RNHFRC.  Increase of the number of current DHR clients moving toward self-sufficiency.	Identify pre-existing community groups and approach them for coordination of services, FTE and needs.  Meet with groups to assess strengths and needs.  Develop strategies to address identified service needs, i.e. Pathfinders Academy & Comprehensive Violence Prevention Plan for North Portland.  Convene a group of FRC stakeholders to steer the work of the site toward resiliency.	To create a spirit of collaboration among the service providers in North Portland, working with community members to identify and address service needs.  DHR Outcome #15, 18, 19  Multnomah County Benchmark #65, 80, & 82  DCFS Strategic Plan Objective #3	6/99
2. Coordination of Roosevelt Neighborhood Health and Family Resource Center: co-location of DHR/CPT services, County Services and those offered by community agencies and Non-Profits.	Multnomah County- FTE, Monetary commitment to facility remodel, supervision, technical support, TDD.  DHR/CPT- Technical & Monetary Support, Risk Management  PPS-	# of services available at RNHFRC.  # of Families receiving CM  # of one time I&R services provided and calls fielded.  # of Mentor relationships  # of agency referrals for case management	Increase of the capacity to transition DHR clients from assistance to self-sufficiency.  Increase the number of partners that are co-located that keep I & R statistics so that clients are able to meet their own needs without	Meet with project partners to discuss possible additional FTE for family case management.  Participate in/advocate for redesigning the current site, phone system and computers in such a way as to have one fluid location with confidential counseling space.	To provide state of the art services and unfettered access to the clients we serve. This site would house all Multnomah County services together that are currently co-located and create additional opportunity for co-located services.  DHR Outcome #7	



Project Component	Resources/Inputs	Output	Measuring Outcomes	Implementation Strategies	Impacted Units	Timeline
	<p><b>DHR/CPT-</b> Technical &amp; Monetary support, access to other programs providing I &amp; R through DHR/CPT.</p> <p><b>PPS-</b> Building space, custodial support.</p> <p><b>Clackamas County-</b> Access to Oregon Pathways Project.</p> <p><b>Community-</b> Referral to RFRC for I&amp;R help, cooperation by other agencies in community.</p>	<p># of I &amp; R requests that are met monthly using database I &amp; R system.</p> <p># of I&amp;R requests facilitated.</p>	<p>or accessed before need is met. An increase of accessibility and self-empowerment will be the end result.</p> <p>Increase customer over-all I &amp; R satisfaction based on client report as measured by needs met or unmet.</p>	<p>Initiate Oregon Pathways site as an I &amp; R system to complement the RNHFRC database.</p> <p>Print hard copy of database report for use by partners.</p> <p>Implement database plan.</p>	<p>DHR Outcome # 2, 12, 13, 14, 18, 19, 20</p> <p>Multnomah County Benchmark # 34, 65, 80</p> <p>DCFS Strategic Plan Objective # 4, 5</p>	

Project Component	Resources/Inputs	Goals/Outputs	Measures/Outcomes	Implemented Strategies	Unimplemented Goals	Due Date
	<p>Support, FTE.</p> <p>NPYFC- Fiscal support, van usage, FTE</p> <p>Portland Parks &amp; Recreation- Access to van use, access to parks and staff.</p> <p>Community- Sites for service learning opportunities, participation in events and support to clients</p>	<ul style="list-style-type: none"> <li># of trainings provided to group</li> <li># of students who completed a job shadow with a RNHRC staff or community partner.</li> <li>A plan is developed collaboratively to provide alternatives to suspensions and expulsions for RHS and cluster schools.</li> </ul>	<p>PPS staff in Resource Team Activities and meetings so they can successfully advocate for student needs.</p> <p>Increased RHS and cluster school attendance rates, therefore leading to increased graduation and attendance rates.</p> <p>Increase of the alternatives to suspensions and expulsions for RHS students, resulting in increased school attendance.</p>	<p>Provide opportunities for RHS students to complete job shadows with RNHRC staff or community partner.</p> <p>Co-ordinate the identification of resources for and plan a back to school/health fair picnic as a community wide resource-sharing event with Roosevelt Cluster Schools.</p> <p>Assist in the development and implementation of the Pathfinder's Curriculum within the Roosevelt Cluster, either PPS or non-profit facilitated.</p>		
5. Provide unified information and referral services for North Portland residents.	Multnomah County- FTE, technical support, office supplies, phone service, Internet account.	<p># of resources available on database.</p> <p># of times database is accessed monthly.</p>	Decrease the number of attempts needed to access resources based on client evaluation as measured by number of referrals given	Develop a plan of what equipment, staffing, and technical assistance is needed to keep current and disseminate the I&R database.	Develop a database information and referral system via a computer station that can be easily accessed by people living and working in North Portland to decrease the time necessary for citizens to find resources.	3/99

Project Component	Resources Inputs	Output Outputs	Measure Outcomes	Implement Strategies	Disseminated Results	Time Line
	<p>St. Johns YWCA- Collaboration, sharing resources.</p> <p>All Other Agencies- Commitment to use Resource Team meetings, commitment to share resources, commitment to co-case manage, provide peer support.</p>	<p>Projects.</p>	<p>Decrease number of I&amp;R referrals needed before success for client is obtained as measured by client evaluation form.</p> <p>Increase the range of empowering services partners have to use for clients through co-casemanagement.</p> <p>Increase the percentage of Primary Participation Rate in Resource Team Meetings.</p>	<p>team knowledge of outside resources by adding training time to weekly resource team meeting.</p> <p>Enlist current and new partners for Caring Community activities.</p>		
4. Enhance coordination with Roosevelt cluster schools in order to increase school attendance and family health.	<p>Multnomah County- PTH, Technical support, office supplies.</p> <p>PPS- Access to students &amp; records, access to building, custodial support.</p> <p>DHR/CPT- Technical &amp; Monetary support, risk management</p> <p>Juvenile Justice- Monetary &amp; Technical</p>	<p># of PPS meetings attended by RNHRC staff.</p> <p># of PPS affected/sponsored projects RNHRC staff are involved in.</p> <p># of adult (DHR) mentors.</p> <p># of Upper Classman Mentor Relationships.</p> <ul style="list-style-type: none"> <li># Freshmen matched with mentors.</li> <li># of hours given by mentors</li> <li># of group activities provided</li> </ul>	<p>Increase PPS generated referrals to RNHRC programs as measured by intake data from all three components, reducing barriers to self-sufficiency.</p> <p>Increase RNHRC staff understanding of PPS goals and objectives as reported in pre and post evaluations, resulting in increased attendance and high school success.</p> <p>Increase involvement from</p>	<p>Attend PPS faculty meetings in which RNHRC staff works collaboratively with PPS staff on issues that impact student attendance and school completion.</p> <p>Working together with PPS staff on projects that better identify and address student needs.</p> <p>Coordinate Mentorship project to match seniors with incoming freshmen students identified as "At Risk"</p>	<p>To increase high school completion and teach job readiness skills in addition to increasing trust and understanding of collaboration between RFRC and PPS.</p> <p>DHR Outcome #1, 2, 14, 19</p> <p>Multnomah County Benchmark # 38, 65</p> <p>DCFS Strategic Plan Objective # 3</p>	98-99 school year

Project Component	Resources/Inputs	Current Outputs	Measure Outcomes	Implementation Strategies	Impactful Goals	Time Line
	Access to students and records, access to building, custodial support.  Community-Commitment to use the FRC space, additional FTE from other agencies.	# of PPS referrals  # of community members seen in the Neighborhood Health Clinic  # of people seen by the OHP Eligibility Screener	complications.	Discuss with current and new partners the possibility of adding statistical tracking requirements for one time I & R.  Discuss with current and future partners the need for collaboration around infrastructure, equipment and supplies.	Multnomah County Benchmark # 80, 82  DCFS Strategic Plan Objective # 3,4,5	6/99
3. Expand outreach and case management services for citizens needing basic needs and emergent support and advocacy.	Multnomah County-FTE, Technical support, office supplies, voucher & rental assistance, risk management.  DHR/CPT- Technical and Monetary support, accountability.  PPS- Office space, custodial support, referrals.  PCC- FTE, Computers, advertising.  St. Johns Woods- Access to community center, coordination of efforts.  NPPRC- Commitment to participate, Coordination of efforts, share resources, use FRC as an outreach site.  Portland Parks & Recreation- Access to buildings, referrals, scholarships for clients.	# of outreach activities.  # of agencies involved in case management.  # of Resource Team Meetings. • # of Attendees • # of Cases Shared • # of resources shared • Employment • Hotel Vouchers • Rent Assistance • Client Service Funds • Health related services • Household Items • Food • others • # of projects generated • # of co-case managed families • Trainings provided  # of partners becoming newly involved with the Caring Community or Caring Community	Increased number of people provided with I & R as recorded in phone logs based on prior record.  Increased number of people successfully linked to the services based on client evaluation completed after third CM meeting by client.  Increased number of people receiving short collaborative CM services as measured by last reporting period to reduce duplication and move clients toward self-sufficiency.	Work with the community representatives to identify outreach opportunities.  Provide outreach in a collaborative manner within a unified vision.  Expand case management FTE offered.  Approach project partners about placing FTE onsite for case management.  Utilize Resource team Meetings for shared CM and resources.  Advocate for additional FTE  Broadening staff and resource	To empower citizens by providing resources which prevent poverty and homelessness. Providing outreach services to community members and service providers on a more individualized basis.  DHR Outcome #1, 2, 7, 12, 13, 14, 15, 16, 18, 19, 20  Multnomah County Benchmark # 1, 5, 7, 24, 85  DCFS Strategic Plan Objective # 3, 4	6/99

6/29/99

CONTRACT FOR SERVICES  
MULTNOMAH COUNTY COMMUNITY AND FAMILY SERVICES DEPARTMENT

**Attachment A:  
Service Elements and Contract Amounts**

Contractor Name : OREGON DEPT OF HUMAN RESOURCES ROOSEVELT	Vendor Code: GV0853B
Contractor Address : 500 NE SUMMER ST FOURTH FLOOR SALEM OR 97310-1012	
Telephone : 945-5821	Fiscal Year : 99/00
Federal ID # :	

---

**Program Office Name : Family Resource Centers**

---

*Service Element Name : Integrated Services Projects (Y19A)*

<u>Mod. #</u>	<u>Begin Date</u>	<u>End Date</u>	<u>Payment Method</u>	<u>Payment Basis</u>	<u># of Units</u>	<u>Unit Description</u>	<u>Unit Rate</u>	<u>Amount</u>
0	7/1/99	6/30/00	Per Invoice	Match				\$40,000.00
Total								\$40,000.00

MEETING DATE: JUL 08 1999  
AGENDA NO.: C-28  
ESTIMATED START TIME: 9:30  
(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: The Project Impact Grant awarded by FEMA, accepted by the County Board April 8, 1999, will be a cooperative effort between Multnomah County and City of Portland Emergency Management Offices in building disaster resistant communities.

BOARD BRIEFING Date Requested:

Amount of Time Needed:

REGULAR MEETING Date Requested: ~~June 10~~, 1999

Amount of Time Needed: Consent Item

DEPARTMENT: Support Services

DIVISION: Emergency Management

CONTACT: Mike Gilsdorf

TELEPHONE #: 618-2363

BLDG/ROOM#: 313/EM

PERSON(S) MAKING PRESENTATION: Mike Gilsdorf

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE

Intergovernmental Agreement 9910881 with City of Portland - Project Impact: Building Disaster Resistant Communities.

7/14/99 ORIGINALS TO MARIA KINTARO

SIGNATURES REQUIRED:

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

OR

DEPARTMENT MANAGER: \_\_\_\_\_

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

BOARD OF  
COUNTY COMMISSIONERS  
JUN 30 PM 2:20  
MULTNOMAH COUNTY  
OREGON




# MULTNOMAH COUNTY OREGON

OFFICE OF EMERGENCY MANAGEMENT  
1333 NW EASTMAN PARKWAY  
GRESHAM, OREGON 97030  
(503) 618-2363

## SUPPLEMENTAL STAFF REPORT

TO: BOARD OF COUNTY COMMISSIONERS

FROM: MIKE GILSDORF   
MULTNOMAH COUNTY EMERGENCY MANAGEMENT

TODAY'S DATE: May 25, 1999

REQUESTED PLACEMENT DATE: ~~June 10~~, 1999

RE: Project Impact - Intergovernmental Agreement between Multnomah County and City of Portland.

I. Recommendation/Action Requested:

Approve Intergovernmental Agreement between Multnomah County and City of Portland for the Project Impact: Building Disaster Resistant Communities.

II. Background/Analysis:

Multnomah County has been selected as a national Project Impact Community by FEMA. This is cooperative effort between Emergency Management Offices for East Multnomah and the City of Portland. See attached Project Impact Statements of Work.

III. Financial Impact:

The County has been awarded a grant in the amount of \$300,000. Multnomah County Board of Commissioners on April 8, 1999 approved contract #700959, accepting FEMA funds. The grant will be equally divided between East Multnomah County and the City of Portland (Johnson Creek Watershed).

The County's Office of Emergency Management is the grantee and will facilitate the transfer of grant funding to the City of Portland.

IV. Legal Issues:

Compliance to National Environmental Policy Act (NEPA) & 44 CFR Part 10; and accordance to Agreement Articles stipulated in Grant#EMS-1999-GR-3022.

V. Controversial Issues:

None.

VI. Link to Current County Policies:

VII. Citizen Participation:

Schools, business and industries.

VII. Other Government Participation:

FEMA Region X and City of Portland.





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

MULTNOMAH COUNTY OREGON

Contract # 9910881

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-28</u> DATE <u>7/8/99</u> <u>DEB BOGSTAD</u> BOARD CLERK
---	---	--

 Department SUPPORT SERVICES Division EMERGENCY MNGMT. Date 5/26/99

 Contract Originator MIKE GILSDORF Phone 618-2526 Bldg/Room 313/EM

 Administrative Contact MARIA KINTARO Phone 618-2363 Bldg/Room 313/EM

 Description of Contract Project Impact will be a cooperative agreement with City of Portland in building disaster resistant communities.

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

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

 Contractor Name MULTNOMAH COUNTY  
Emergency Management  
 Mailing Address 1333 NW EASTMAN Parkway  
Gresham, Oregon 97030
Phone 503-618-2363

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

Effective Date \_\_\_\_\_

Termination Date \_\_\_\_\_

Original Contract Amount \$ \_\_\_\_\_

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

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

Total Amount of Agreement \$ 150,000**REQUIRED SIGNATURES:**Department Manager *Thickie L. Jones*Purchasing Director  
(Class II Contracts Only) \_\_\_\_\_County Counsel *Steve [Signature]*

County Chair / Sheriff \_\_\_\_\_

Contract Administration  
(Class I, Class II Contracts Only) \_\_\_\_\_Remittance Address \_\_\_\_\_  
(If Different) \_\_\_\_\_**Payment Schedule****Terms**☐ Lump Sum \$ \_\_\_\_\_ ☐ Due on receipt☐ Monthly \$ \_\_\_\_\_ ☐ Net 30☐ Other \$ \_\_\_\_\_ ☐ Other \_\_\_\_\_☐ Requirements contract - Requisition required.

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

☐ Requirements Not to Exceed \$ \_\_\_\_\_Encumbered Yes ☐ No ☐Date June 30, 1999

Date \_\_\_\_\_

Date 6/30/99Date July 8, 1999

Date \_\_\_\_\_

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

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION

CANARY - INITIATION

PINK - FINANCE

**INTERGOVERNMENTAL AGREEMENT**  
**Between**  
**MULTNOMAH COUNTY**  
**And**  
**CITY OF PORTLAND**

This Intergovernmental Agreement, (IGA), is entered into pursuant to ORS 190.010 by and among Multnomah County, (hereinafter 'County'), and the City of Portland, (hereinafter 'City').

**Witnesseth**

WHEREAS the County has been selected by the Federal Emergency Management Agency, (FEMA), as a national Project Impact Community; and

WHEREAS the County has been designated by FEMA as a \$300,000 grant recipient under Project Impact; and

WHEREAS this is a cooperative effort between Emergency Management offices for East Multnomah County and the Johnson Creek Watershed area; and

WHEREAS East Multnomah County includes the incorporated and unincorporated areas of the County east of the joint boundary between City and the City of Gresham; and

WHEREAS the Johnson Creek Watershed includes portion of Multnomah County and the City of Portland; and

WHEREAS the County and City desire to provide for the participation of the City in the County's Project Impact Program to better build a disaster resistant community; and

WHEREAS the County shall administer the Project Impact grant; now therefore

IT IS AGREED that the mutual promises and the terms and conditions are set forth hereafter:

**Terms and Conditions**

1. The County shall transfer \$150,000, or 50%, of grant funding to the City.
2. All funds provided to the City under this Agreement shall only be used for projects identified in the attached Project Impact Statements of Work.
3. The County as the administrator of this Project Impact Grant, is obligated to submit all required reports in a timely manner to meet the suspense dates established by FEMA. The City as a recipient of the funds referenced above assumes and shares this reporting obligation and hereby agrees to provide the County in a timely manner all documents described in Paragraphs 4 and 5 of the Terms And Conditions Section.
4. The City shall submit to the County, Quarterly Financial Status Report, (FEMA Form 20-10), not-later-than December 30, March 30, June 30 and September 30 of each year during the life of this IGA.
5. The City shall submit to the County, Semi-Annual Performance Report, (FEMA Form 20-22), not-later-than March 30, and September 30 of each year during the life of this IGA, and not-later-than 30 days after the close of the FEMA Grant.
6. The attached FEMA Grant #EMS-1999-GR-3022 is hereby incorporated by this reference and is identified as Exhibit A.
7. The City shall comply with all terms and conditions of the FEMA Grant imposed on the County and shall assume full responsibility, obligation and liability for the use of any FEMA funds transferred to the City under this Agreement.

### Amendments

Proposed amendments to this IGA shall be in writing and approved by the governing body of the County and the City.

### Severability, Interpretation, and Duration

1. Severability: The terms of the IGA are severable, and a determination by an appropriate body having jurisdiction over the subject matter of this IGA that results in the invalidity of any part shall not affect the remainder of the IGA.
2. Interpretation: The terms and conditions of the IGA shall be liberally construed in accordance with the general purpose of this IGA.
3. Duration: This IGA will be in effect upon signature by the County and the City. The duration of this IGA is from date of execution until June 30, 2001.

### Responsibility for Acts


The County and the City shall be solely responsible for its own activities under this IGA. Subject to the limitations and conditions of the Oregon Constitution and the Oregon Tort Claims Act, each party agrees to hold harmless, defend and indemnify the other, their officers, agents, and employees, against any claims, demands, actions or suits, (including attorney fees and costs), brought against them arising out of or relating to each other's individual responsibilities under this IGA.

SUBSCRIBED TO AND ENTERED INTO by the appropriate officer(s) of the County and the City who are duly authorized to execute this Intergovernmental Agreement.


  
County Chair Beverly Stein  
Multnomah County

July 8, 1999  
Dated

Reviewed:  
Thomas Sponsler, County Counsel  
Multnomah County, Oregon

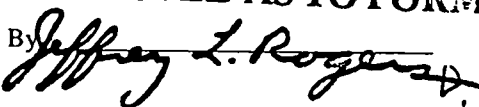
By   
Matthew G. Ryan, Assistant County Counsel  
John S. Thomas

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # C-28 DATE 7/8/99  
DEB BOGSTAD  
BOARD CLERK

  
Mayor Vera Katz  
City of Portland

5/21/99  
Dated

Reviewed:

APPROVED AS TO FORM  
By   
CITY ATTORNEY

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SUBSCRIBED TO AND ENTERED INTO by the appropriate officer(s) of the County and the City who are duly authorized to execute this Intergovernmental Agreement.

  
County Chair Beverly Stein  
Multnomah County

July 8, 1999

Dated

Reviewed:

Thomas Sponsler, County Counsel  
Multnomah County, Oregon

By   
Matthew O. Ryan, Assistant County Counsel

\_\_\_\_\_  
Mayor Vera Katz  
City of Portland

\_\_\_\_\_  
Dated

Reviewed:

By \_\_\_\_\_

Amendment:

As per request from City of Portland change effective date of IGA:

Delete Severability, Interpretation, and Duration, paragraph 3 and replace with:

Severability, Interpretation, and Duration

3. Duration: The duration of this IGA is from March 31, 1999 until June 30, 2001.

## **MULTNOMAH COUNTY PROJECT IMPACT STATEMENTS OF WORK**

Those objectives and suggested projects identified thus far as integral parts of the Multnomah County Project Impact Program are important to the emergency management organization in general and to the general public in particular. The program's component pieces will assist in not only assuring the preparedness of the public to deal with the effects of a major emergency or a disaster, but will also advance mitigation objectives in ensuring that a great many homes, schools and workplaces are much safer environments.

The Multnomah County 'Project Impact Program' is a cooperative effort between two major yet distinct Multnomah County entities -- East Multnomah and the Johnson Creek Watershed. The geographic areas serviced by these two entities will be described later in this document.

As with other Project Impact communities, the Federal Emergency Management Agency (FEMA) will facilitate the partnership process, which is an integral part of the program, and one to which Multnomah County subscribes wholeheartedly. Additionally, FEMA will support specific mitigation projects and actions, and bring attention to the consequent successes and lessons learned throughout the process.

### **1. Background**

Located along the southern banks of the mighty Columbia River, Multnomah County stretches approximately 50 miles from east to west, and is populated by well over a million individuals. In addition to the Columbia River, Multnomah County is home to many other significant waterways, numerous interstate highways, major rail routes and complexes, and is one of the favorite tourist destinations in the Northwest.

Much of this area is mountainous and rural and some of it lies within the Columbia River Gorge. That which lies within the Gorge is located along Interstate 84 and is made up of material that has been deposited there over the eons by numerous landslides or debris flows. The eastern portion of the County is adjacent to one of the Northwest's famous volcanic peaks, Mount Hood -- a volcano currently at rest with the potential to awaken at any moment.

Life and commerce in Multnomah County is vulnerable to numerous natural hazards, including, but not limited to, earthquake, flooding, volcano, mudslides, landslides, debris flows, wildfires and severe winter storms. A Great Cascadia Subduction Zone earthquake could severely and adversely affect any or all of our communities.

Based on earthquake frequency and magnitude research, scientists believe that the area is due for a large and potentially devastating event. The last significant earthquake in the region occurred in April of 1993.

Multnomah County has been declared a Presidential Disaster area several times, the latest being in January 1996.

## **2. Grant Development & Administration**

In the Fall of 1998, both East Multnomah County and a group representing the Johnson Creek Watershed were pursuing independent applications to become designated as Project Impact communities. Following a series of meetings and discussions, they combined their Project Impact Applications and requested Multnomah County be designated a Project Impact community. This consolidation will not only reduce duplication of effort and the reduction of general costs, but will aid in the development of area wide partnerships that include the widest possible range of community resources.

The Project Impact grant development process consists of two distinct phases. The first phase includes a preliminary scope of work sufficient to receive the award and begin the process. The second will begin once the grant has been awarded and will be a more inclusive comprehensive process involving a wide range of interests and possible partners.

The Project Impact grant application needed to be developed very quickly. Hazards, risks and vulnerabilities were identified and preliminarily assessed by East Multnomah and Portland City staffs. Objectives were determined and potential suggested. The East Multnomah County Emergency Management Council and the Johnson Creek Watershed Group were consulted, but the expedited process did not allow for the development of a comprehensive planning process involving broad representation.

After the grant has been awarded, possible partners will be invited to a Project Impact workshop scheduled for May 1999. Attendees will be briefed on the entire program and will be brought into the planning process. They will not only be given the opportunity to align themselves with any of the suggested projects, they will also be invited to review the objectives and to nominate other projects for consideration. Representatives will form a committee that will visit key potential partners or groups and/or agencies that may become a partner.

Potential projects fall into two general groups. Those affecting the Johnson Creek watershed and those not directly associated with the Johnson Creek flood hazard. Each project group, when completed and proven successful, will be exported to the other areas. For instance, the application includes a school non-structural earthquake-retrofitting project. This project may be piloted with East Multnomah but would be exported throughout the County and State if proven successful. This allows for maximum impact to County residents while having minimum impact on the dollars available from the respective budgets.

Once this second phase has been completed, there will be a formal signing ceremony to recognize partners and partner efforts. This ceremony could occur as early as the summer of 1999.

The County's Office of Emergency Management is the grantee and as such will facilitate the dispersal of program funds. County Emergency Management will also serve as part of the general oversight committee that also includes a member of Portland Emergency Management, and a representative from the Johnson Creek Watershed Group. This committee will monitor those projects that are identified as part of the overall Project Impact Program, while each of the Subgrantees (East Multnomah County and Johnson Creek Watershed) will administer and oversee their own specific projects.

### **3. East Multnomah County Project Description & Objectives**

The region known as East Multnomah County extends from the common boundary between the cities of Portland and Gresham, Oregon, Eastward to the County line; a distance of over 30 miles. The East County is home to 120,000 people in 5 cities and several unincorporated areas, covering some 130 square miles. This portion of Multnomah County is home to many sophisticated industrial complexes, many of which are designated as EHS (Extremely Hazardous Substance) facilities. It is also home to a number of health care facilities, including one hospital and a major regional airport that serves as an alternate to Portland International Airport (PDX).

#### **EAST MULTNOMAH COUNTY'S PHASE ONE PROJECTS DESCRIBED:**

##### ***a. Schools:***

East Multnomah is home to four school districts and currently houses hundreds of students. Since these students are most precious to our communities, we need to ensure their ability to survive a major emergency or disaster. One of the methods we have identified to accomplish this is to deliver proper and adequate training to them. Our method is to foster and perpetuate the relationship that currently exists in the region between the school districts and our emergency management offices.

The school districts will partner with us in this undertaking by providing the custodial staff to install earthquake mitigation measures in the classrooms. The installation of such things as brackets to hold bookcases in place, gum type products to keep items on shelves from moving, straps or similar devices to secure desk top items, will be done with the students present. Our program will provide a small quantity of these security devices for the students to take home, along with appropriate literature, to assist a parent in their installation. Students could be asked to write a short essay describing the home installation.

One of our business partners could provide the hardware parts necessary at a discount as part of their Project Impact participation.

**School Objectives:**

- Ensure that the school classrooms inhabited by our students by day and the homes they live in by night, are safe places to be. (e.g. install non-structural earthquake retrofitting measures in the classrooms using School district personnel).
- Encourage parents to institute structural and non-structural earthquake retrofitting measures in the home.
- Ensure that the students are prepared to survive a major or disastrous event by promoting self sufficiency via the 72 hour program.
- Facilitate the continued cooperation of the school districts in the development and delivery of preparedness and mitigation messages.

***b. Community Mitigation and Preparedness:***

The population of the eastern portion of Multnomah County is approximately 120,000 individuals. Many of these folks live in rural areas that are not easily accessible and do not have the benefit of a full complement of emergency response agencies available to them. For these citizens we feel we have a tremendous responsibility for delivering appropriate messages and information on how to make their home more environmentally safe through mitigation, and how to make their neighborhood more self sufficient in the event of a major emergency or disaster through preparedness.

The citizens in the more populated areas are much more easily reached but are no less in need of the same information. We have gained access through local law enforcement agencies to the existing neighborhood associations to deliver our messages.

We will be assisted by both fire and police department personnel in this endeavor, and their participation will constitute both a match for grant funds, and will be demonstrative of the type of partnerships that we seek. Implementation of this program will ensure a cadre of trained initial neighborhood responders who will assist in the response phase of an incident. Their activities will lessen the strain on fire and police responders, at least initially, while protecting property, saving lives, and reducing the stress and chaos of the moment for the area residents.

We are currently using a modified version of the FEMA Community Emergency Response Team (CERT) program, revised to include a substantial portion on mitigation projects for the home. CERT members can implement these mitigation



measures with a minimum of cost and effort. Again, as in our 'Schools' project, local retail establishments will assist with the supply of hardware items needed to perform these mitigation activities.

Neighborhood Project Objectives:

- Have a trained CERT team in place in identified urban neighborhood.
- Have trained CERT teams in place in identified rural regions.
- Train all team members to identify potential hazards in their homes and the homes of friends, relatives and neighbors.
- Train residents to apply appropriate measures to mitigate against the identified potential hazards such as installing non-structural earthquake retrofitting measures, anchoring and bolting their homes to the foundations or elevating homes in flood plains.
- Conduct 72-hour kit training to civic organizations.

c. *Business Continuation:*

Within Multnomah County, large and small business is acutely interdependent. Many large companies reside here and the network of small businesses that thrive on and contribute to the success of these large corporations also supports the extensive population employed by these large corporations.

While the economy in East Multnomah County is reasonably good at the moment and the business and industry community is enjoying a degree of success, it is understood that the entire economic picture could change for these facilities as a result of a major emergency or disaster. This change is often immediate and in many cases of such magnitude as to be irrecoverable. The Small Business Administration tells us that most small businesses *ARE NOT PREPARED FOR A DISASTER*, and that many incur avoidable losses resulting from the disaster.

Many large corporations are not only seeing the virtue of mitigating their own facilities, but also the importance of including disaster preparedness, mitigation and response elements in vendor agreements with their small business and sole source suppliers

Building a network of disaster resistant industries will help both large and small businesses avoid financial ruin following a disaster. Coordination, education and mentoring between large and small businesses helps to protect everyone's interest and increases the likelihood of business continuity following a disaster. The Multnomah County Project Impact effort will examine and identify ways for small business to become more disaster resistant. Our approach to this will be the development of business alliances, development and delivery of mitigation and preparedness programs, and initiating a business-mentoring program.

Business Objectives:

- To assist local business and industry in identifying threats and hazards that may impact their ability to conduct business.
- To assist local business and industry in developing and implementing a program to mitigate those threats and hazard identified.
- To assist the business community in the development of a mitigation mentoring program.
- Assist business in recognizing the need for cold sites for data storage.
- Conduct 72-hr preparedness for employees of local business and industry.

*d. 'At Risk' Property Acquisition:*

Multnomah County Emergency Management is implementing a program to mitigate the effects of debris flows in the Dodson/Warrendale area of the eastern portion of the county. The program entails the purchase (acquisition) of residential properties that stand on an alluvial fan and in an area that has a history of similar, repetitive events that date back to 1918. The area in the program stretches eastward along the Columbia River from milepost 34.5 to milepost 37.5 of the Old Columbia River Highway and from the Columbia River on the north to the hills that rim the Gorge on the south. At this point, the hills are approximately 3000 ft in elevation and rise some 2400 feet in about a mile. The total assessed value of the properties in the area is in excess of \$11 million.

Initial funding for this project has expired, and was insufficient to assist all of the area residents. We intend to use a portion of the Project Impact grant funds to search for additional funds that will enable us to continue the program.

The area has been designated a 'Hazardous Area' and as a result, property owners are having a great deal of difficulty selling their property. Most importantly, though, is the fact that we would like to see all residential properties vacated and the structures removed. If this were done, no humans would be residing there; therefore, few lives would be at risk from future debris flow events.

Acquisition Objectives:

- To secure additional funding.
- To use the newly acquired (contractor secured) funds to purchase additional residential properties in the area.
- To remove all structures from acquired properties.
- To deed all properties acquired under this program as '*Greenspace in Perpetuity*' to either a State or Federal Park agency.

#### **4. City of Portland -- Johnson Creek Project Description & Objectives**

The Johnson Creek Watershed is a large area extending from Eastern Multnomah County, across the tip of Clackamas County, and into the City of Portland. The Johnson Creek Watershed geography features large floodplains in the lower watershed with a mixture of industrial and residential uses and forested dormant lava domes riparian and upland areas with agricultural and rural land uses.

The watershed lies in the following six jurisdictions: Multnomah County, Clackamas County, City of Portland, City of Milwaukie, City of Gresham, and the City of Happy Valley. Each jurisdiction has its own regulations, policies and procedures when it comes to land use, flood plain and stormwater management.

Flooding impacts the Johnson Creek Watershed, in some areas, on average every other year. Larger floods, some caused by back up waters of the Willamette River, also occur although on a less frequent basis, causing more damage per event.

Project Impact funds will be used to inform residents, businesses, and industries about flood plain issues and how to mitigate damages.

##### **JOHNSON CREEK WATERSHED PHASE ONE PROJECTS:**

##### **a. Schools:**

This objective is similar to the East Multnomah County School Objective. The difference here is that the school districts included in the Johnson Creek watershed will learn about flooding and flood mitigation. Students will be shown and give material on how to flood proof, as well as how to earthquake proof homes and classrooms. This material will be shared with their parents.

##### **Flood Related School Objectives:**

- To ensure that students going to school or living in the floodplain are aware of this natural hazard.
- To have each student learn at least two flood proofing techniques. Students will then be given the materials to transfer the knowledge to home.

##### **b. Flood Hazard Information**

Project Impact funds will be used to develop a real time flood information system where Johnson Creek residents can obtain stream gage readings and compare them to written information about flooding impacts. A computer web page will be developed and have the following information:

- Flood plain maps with building location and flood depths on the maps.

- How to plan an escape route in your house and out of the area – what roads are likely to be flooded.
- How to flood proof your home before the event.
- How to prepare for flooding, where to get sandbags, what to do if you need to evacuate.
- How to clean up after a flood event.
- How to elevate your structure.
- How to create flood storage in your own backyard.

Such information will help preparedness and response activities, however such information will also be used to validate the need and suggest design solutions for specific longer term mitigation measures.

#### Flood Hazard Information Objectives

- Create a communication system where businesses and residents can obtain real time data on flood threat.
- Create and distribute written materials on flood information for preparedness, mitigation and flood maps.

#### **c. Community Rating System (CRS)**

The Flood Insurance Community Rating System offers an excellent template for achieving long term mitigation objectives. Residents will be more willing to take action if there are real immediate gains. The Community Rating System through insurance premium reduction will offer such incentives. Also the system outlines real mitigation measure. CRS projects include but are not limited to:

- Outreach projects
- Hazard disclosure
- Flood protection library
- Flood data management
- Storm water management
- Floodplain management planning
- Drainage system management

#### Objectives:

- CRS will be the framework to build collaborative efforts between all the jurisdictions in the watershed to develop and implement projects for flood hazard mitigation.
  - Create a more comprehensive mitigation strategy, **watershed wide** for flood hazards.
  - Develop more efficient and effective implementation of programs and policies.
  - To mitigate and lower the cost of flood damage.
  - To increase damage avoidance.
  - To lower flood insurance premiums.

- Assist each jurisdiction with administration, planning and project development for inclusion into the Community Rating System. Thereby reducing flood insurance premiums for policyholders, creating cooperation between upstream and downstream jurisdiction flood plain and stormwater management and collaboration on hazard information.

**d. Demonstration project**

A large building located within the Johnson Creek flood plain is available. Moving the structure out of the floodplain and/or retrofitting the building for area hazards would provide an excellent showcase. Workshops and training could take place within the structure to demonstrate the techniques and materials needed to mitigate the structure for a variety of local hazards. (eg. flooding, fire, earthquake). The project would demonstrate the benefits of:

- Flood and earthquake retrofitting.
- Creating flood storage that could also serve to provide water quality improvements and enhancement for wildlife habitat.
- Moving and/or floodproofing the structure would also include the development of flood storage on the property with the other benefits of improving water quality and enhancing wildlife habitat.
- Creating a wetland restoration project that would include flood storage and the improvement of water quality and fish and wildlife habitat.

**Demonstration Project Objectives:**

- Create a permanent showcase, in the community, of a structure moving or being elevated out of the floodplain.
- Demonstrate earthquake proofing along with floodproofing techniques.
- Create flood storage, which incorporates water quality and wildlife habitat improvements.

**e. Develop long term partnerships**

The Johnson Creek watershed effort could benefit from the development of partnering with business and industries to sponsor programs and projects that directly affect their employees, customers and products. These partnerships could be long term with partners such as realtors, homebuilders, insurance companies and lending institutions.

- Workshops
- Town meetings
- Community Demonstration Sites
- Partnership Agreements

**Partnership Development Objectives:**

- Create partnerships with businesses and industries to implement best management practices.
- Educate employees about natural hazards and mitigation strategies.
- Solicit sponsorships from partners, for win-win projects.
- Gain input into jurisdictions planning and projects development and implementation.

**5. Geography:**

This application is the combined effort of two Multnomah County entities -- the East Multnomah County emergency management service area and the Johnson Creek watershed.

East Multnomah County generally includes those incorporated and unincorporated areas east of Interstate 205. See attached map.

The Johnson Creek Watershed area generally includes those portions of Multnomah County, the City of Portland and Clackamas County, which drain into Johnson creek. See attached map.

**6. Agreements:**

It is the intent of both sub-grantees named in the grant application, to reserve the right to apply funds to areas of the program where they will be most effective and have the greatest result. Determination is to be made by each program's coordinator and will be based on the degree of success and/or failure of the program elements and the degree of need, not on the budget draft submitted.

Matching funds for the federal grant will include, but will not necessarily be limited to the following:

- House supplied for the demonstration project in Johnson Creek.
- Salary and benefits paid by Multnomah County to employees of the County's Office of Emergency Management while engaged in Project Impact activities.
- Salary and benefits paid by the City of Portland to employees of the City while engaged in Project Impact activities.
- Salary and benefits paid to other individuals involved in the program, while engaged in Project Impact activities.

Multnomah County Finance Department has agreed to waive its usual and regular administrative fee as additional match.

MEETING DATE: JUL 08 1999  
AGENDA NO: UC-1  
ESTIMATED START TIME: 9:30

(Above Space for Board Clerk's Use ONLY)

## AGENDA PLACEMENT FORM

SUBJECT: Amendment to Intergovernmental Agreement with City of Portland

BOARD BRIEFING: DATE REQUESTED: \_\_\_\_\_  
REQUESTED BY: \_\_\_\_\_  
AMOUNT OF TIME NEEDED: \_\_\_\_\_

REGULAR MEETING: DATE REQUESTED: \_\_\_\_\_  
AMOUNT OF TIME NEEDED: 5 minutes

DEPARTMENT: Health DIVISION: Disease Prevention & Control  
CONTACT: Dave Houghton TELEPHONE #: 83674 x22529  
BLDG/ROOM #: 160/8

PERSON(S) MAKING PRESENTATION: Dave Houghton

### ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

### SUGGESTED AGENDA TITLE:

Amendment to Intergovernmental Agreement #201128 with City of Portland Water Bureau for the Lead Hazard Reduction Program.

7/8/99 ORIGINALS TO DAVE HOUGHTON

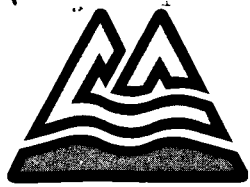
BOARD OF  
COUNTY COMMISSIONERS  
99 JUL -7 PM 3:23  
MULTI-COUNTY  
OREGON

### SIGNATURES REQUIRED:

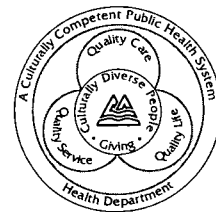
ELECTED OFFICIAL: \_\_\_\_\_  
(OR)  
DEPARTMENT  
MANAGER: Gary Oxman (De)

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277



# 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  
DIANE LINN • DISTRICT 1 COMMISSIONER  
SERENA CRUZ • DISTRICT 2 COMMISSIONER  
LISA NAITO • DISTRICT 3 COMMISSIONER  
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

## MEMORANDUM

**Date:** July 7, 1999  
**To:** Board of County Commissioners  
**Via:** Gary Oxman, M.D., Acting Director, Health Department  
**From:** Dave Houghton, Director, Disease Prevention and Control Division  
**Subject:** Amendment #1 to Contract #201128 with City of Portland Water Bureau for Home Lead Hazard Reduction Program

### HONOR CULTURE, CELEBRATE DIVERSITY AND INSPIRE QUALITY

- I. Recommendation/Action Requested: The Health Department recommends Board ratification of an amendment for Year 02 of the July 1, 1997 Intergovernmental Agreement (IGA) with the City of Portland.
- II. Background/Analysis: The City of Portland and Multnomah County entered into a 5 year, \$2,656,560 Intergovernmental Agreement (IGA) that Multnomah County Health Department would conduct lead poisoning prevention activities. This agreement funds: 1) home lead hazard reduction activities in the homes of low income children using Community Lead Education and Reduction Corps (CLEARCorps) services; 2) public education efforts to raise awareness about the health risks of lead exposure and how to reduce them; 3) evaluation of the home lead hazard reduction program, the effectiveness of the public education program, and Water Bureau outreach efforts; and 4) a lead dust prevalence study of Portland area housing stock.

This agreement calls for annual work plans, which serve as amendments to the IGA's initial scope of work and related budget. Changes in scope of work require amendment of the IGA.

- III. Financial Impact: The Health Department expects to receive approximately \$461,000 for services provided in Year 02.

To allow the Health Department to complete billings for FY 1998-99, this amendment must be in place to allow the Department to invoice the City before July 13. This timeline necessitates the unanimous consent action. The Department was not tracking this contract relative to internal City timelines.



IV. Legal Issues: None

V. Controversial Issues: This is a retroactive amendment to a revenue agreement. Due to a change in the agreement's annual cycles, Year 02 was a 10-month period ending on June 30, 1999. There were several reasons for the delay in finalizing language for the Year 02 scope of work. The most recent delay occurred when the Health Department successfully gained the removal of a 3% annual cap on reimbursed salary expenses for specified positions.

Prior significant delay occurred when the workload at the Portland Water Bureau was significantly increased by its planning for participation in the Environmental Protection Agency's (EPA) Portland Project XL for Communities. This planning effort took 7 months of the 10-month 2<sup>nd</sup> project year (Year 02). In April 1999, the Water Bureau ultimately concluded that it would not participate in Project XL. Until that decision was reached, the Health Department's scope of work could not be finalized.

Year 02 negotiations were also slowed by the resignation of the Health Department's Home Lead Hazard Reduction program manager shortly before the Water Bureau had decided not to participate in Project XL. That vacancy was just filled in late June.

VI. Link to Current County Policies: Continuing to collaborate with community agencies in the provision of health services.

VII. Citizen Participation: None

VIII. Other Government Participation: None

# MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedure CON-1)

Pre-approved Contract Boilerplate (with County Counsel signature) ☐ Attached ☐ Not Attached

Contract #: 201128  
Amendment #: 1

<p><b>CLASS I</b></p> <p><input type="checkbox"/> Professional Services not to exceed \$50,000 (and not awarded by RFP or Exemption)</p> <p><input type="checkbox"/> Revenue not to exceed \$50,000 (and not awarded by RFP or Exemption)</p> <p><input type="checkbox"/> Intergovernmental Agreement (IGA) not to exceed \$50,000</p> <p><input type="checkbox"/> Expenditure</p> <p><input type="checkbox"/> Revenue</p> <p><input type="checkbox"/> Architectural &amp; Engineering not to exceed \$10,000 (for tracking purposes only)</p>	<p><b>CLASS II</b></p> <p><input type="checkbox"/> Professional Services that exceed \$50,000 or awarded by RFP or Exemption (regardless of amount)</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 that exceeds \$50,000 or awarded by RFP or Exemption (regardless of amount)</p>	<p><b>CLASS III</b></p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement (IGA) that exceeds \$50,000</p> <p><input type="checkbox"/> Expenditure</p> <p><input checked="" type="checkbox"/> Revenue</p> <p style="text-align: center;"><b>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</b></p> <p>AGENDA # <u>UC-1</u> DATE <u>7/8/99</u></p> <p style="text-align: center;"><u>DEB BOGSTAD</u></p> <p style="text-align: center;"><b>BOARD CLERK</b></p>
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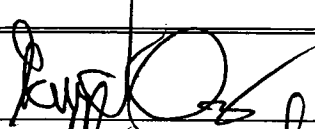
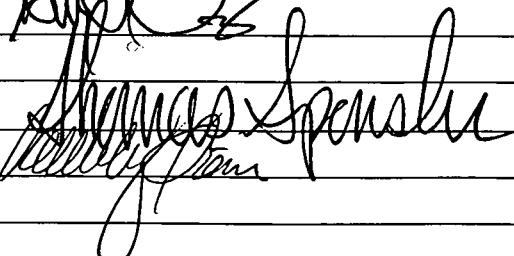
Department: Health Department Division: Disease Prevention and Ctl Date: July 6, 1999  
 Originator: David Houghton Phone: X22529 Bldg/Rm: 160/8  
 Contact: Marianne Metzger Phone: x26207 Bldg/Rm: 160/8

Description of Contract: This is amendment No. 1 to the contract with the City of Portland, Water Bureau, for Home Lead Hazard Reduction. This amendment makes final changes to the Year 02 work plan, allowing completion of billings by the County. The final work plan is accepted, and billing terms for key personnel are finalized.

RENEWAL: ☐ PREVIOUS CONTRACT NO(S): \_\_\_\_\_  
 RFP/BID: \_\_\_\_\_ RFP/BID DATE: \_\_\_\_\_  
 EXEMPTION NO/DATE: \_\_\_\_\_ EXEMPTION EXPIRATION DATE: \_\_\_\_\_ ORS/AR #: \_\_\_\_\_  
 CONTRACTOR IS: ☐ MBE ☐ WBE ☐ ESB ☐ QRF ☒ N/A ☐ NONE (Check all boxes that apply)

<p>Contractor <u>City of Portland, Water Bureau</u></p> <p>Address <u>Bureau of Water Works</u></p> <p><u>1120 SW 5<sup>th</sup></u></p> <p><u>Portland, OR 97204</u></p> <p>Phone <u>823-7770</u></p> <p>Employer ID# or SS# _____</p> <p>Effective Date <u>July 1, 1997</u></p> <p>Termination Date <u>August 31, 2002</u></p> <p>Original Contract Amount \$ <u>\$2,656,560</u></p> <p>Total Amt of Previous Amendments \$ _____</p> <p>Amount of Amendment \$ <u>0</u></p> <p>Total Amount of Agreement \$ <u>\$2,656,560</u></p>	<p>Alberta Seierstad, City Project Manager</p> <p>Remittance address _____</p> <p>(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 Not to Exceed \$ _____</p> <p>Encumber <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
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**REQUIRED SIGNATURES:**

Department Manager 	DATE <u>7-6-99</u>
Purchasing Manager	DATE _____
(Class II Contracts Only)	DATE _____
County Counsel 	DATE <u>7-7-99</u>
County Chair	DATE <u>July 8, 1999</u>
Sheriff	DATE _____
Contract Administration	DATE _____
(Class I, Class II Contracts only)	DATE _____

LGFS VENDOR CODE 981625						DEPT REFERENCE					
LINE #	FUND	AGENCY	ORG	SUB ORG	ACTIVITY	OBJ/ REV	SUB OBJ	REP CAT	LGFS DESCRIPTION	AMOUNT	INC DEC
01	156	015	0313			2773		0402	Home Lead Reduction		\$0
02											
03											

**AMENDMENT NO. 1 TO CONTRACT 31574**

This amends Contract No. 31574 between the City of Portland, Oregon (City) and the Multnomah County Health Department (County) that was executed on December 4, 1997.

**RECITALS**

WHEREAS, the parties have agreed to the conditions set forth in the original agreement now desire to amend that Agreement.

**MODIFICATIONS TO THE AGREEMENT**

The following changes are made to the Agreement for Services:


1. SCOPE OF COUNTY SERVICES, Section 2 of the Agreement is amended as shown in the attached EXHIBIT A: Year Two Scope of Work and Budget, for the time period September 1, 1998 – June 30, 1999.
2. COUNTY'S PERSONNEL, Section 9 of the Agreement is amended with the following information documenting the changes in assigned personnel (with the mutual agreement of the City and the Multnomah County Health Department as per the Agreement):

<u>Capacity</u>	<u>Personnel Changes</u>
HLHRP Manager	Chris Johnson was assigned through March 19, 1999
HLHRP Manager	Lynne Weidel was assigned effective June 21, 1999
MCHD Reviewer	Hilda Adams was assigned through August 31, 1999
MCHD Reviewer	Dave Houghton was assigned effective September 1, 1999
HLHRP Assistant Manager	Karin Johnson was assigned to the NEW position effective August 17, 1998
CLEARCorps Program Coordinator	Chandra Banta was assigned to this NEW position in a temporary capacity effective September 15, 1998, and in a permanent capacity effective March 17, 1999
Data Liaison	Scott Schnoor was assigned to this NEW position effective October 12, 1998
3. ADMINISTRATIVE PROVISIONS, Section 13 of the Agreement is amended to direct payments and notices to the COUNTY to: Lynne Weidel, Multnomah County Health Department, 25 NE 11<sup>th</sup> Portland OR 97232.
4. HOURLY RATE SCHEDULE is amended as shown in the attached Exhibit B – Hourly Rate Schedule. Hourly rate increases in excess of 3% for the CLEARCorps Program Coordinator and the Data Liaison were established with the mutual agreement of the City and the County.

All other terms of the contract remain the same.

**CITY OF PORTLAND:**

Reviewed:

By:   
Name: Alberta Seierstad  
Title: City Project Manager,  
Bureau of Water Works  
  
Date: 30 June 1999

Approved As To Form:

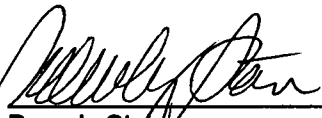

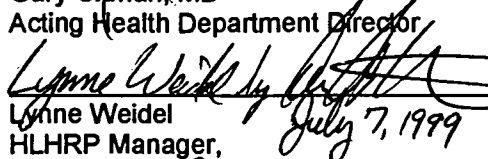
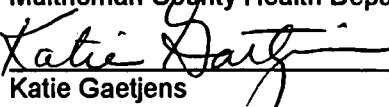
\_\_\_\_\_  
Dennis Harper  
City Attorney

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # UC-1 DATE 7/8/99  
DEB BOGSTAD  
BOARD CLERK

**CONTRACTOR:**

Multnomah County

Reviewed:

By:  7/8/99  
Name: Beverly Stein  
Title: Multnomah County Chair  
  
By:  7-6-99  
Name: Gary Oxman, MD  
Title: Acting Health Department Director  
  
By:  July 7, 1999  
Name: Lynne Weidel  
Title: HLHRP Manager,  
Multnomah County Health Department  
  
By:   
Name: Katie Gaetjens  
Title: Assistant County Counsel  
  
Date: 7/6/99

**EXHIBIT A: YEAR TWO EXECUTIVE SUMMARY, SCOPE OF WORK AND BUDGET**  
**EXECUTIVE SUMMARY**  
**HLHRP/CLEARCorps**  
**Year Two Scope of Work**  
**SEPTEMBER 1, 1998 – JUNE 30, 1999**

The information and skills obtained as a result of the Year One pilot program will be incorporated into year two goals. The Year Two Scope of Work summary will focus on the five major focus areas for the HLHRP/CLEARCorps Program, include a list of the Proposed Tasks for Year Three, and briefly discuss considerations for Year Three and beyond.

Five of the major Task/Activities for Year Two will be described in this summary. These Task/Activities include:

- ◆ Priority to children with elevated blood lead levels.
- ◆ Expansion of Service Area
- ◆ Expansion of Service Level
- ◆ Window Treatments
- And
- ◆ Completion of the Household Lead Dust Prevalence Study

**PRIORITY TO ELEVATED BLOOD LEAD LEVELS:**

The residential units of children with elevated blood lead levels will continue to be a top priority in Year Two. It is anticipated that during Year Two the Health Care Finance Administration (HCFA), a federal Health agency, will enforce a mandate that will increase the number of children tested for blood lead levels in Multnomah County. The mandate will require children residing in Multnomah County and participating in Medicaid to receive blood lead screening. There will likely be an increase in the number of children receiving blood lead screening and thus a need for CLEARCorps to continue priority to children with elevated blood lead levels.

**EXPANSION OF SERVICE AREA:**

During the Year Two CLEARCorps will expand services beyond the Humboldt Neighborhood and Northeast Portland to the Portland Water Bureau Service Area within Multnomah County.

**Strategy:** Given what has been learned about the magnitude of the number of homes with potential lead risk exposure problems in Portland, it is impossible that CLEARCorps alone or any other single program would meet the demand presented by this problem. As we progress in the program, it is clear that *EDUCATION* becomes more critical. Two suggestions are currently under study for year two and beyond. 1) Create and distribute a 5-10 minute *VIDEO* demonstrating how to properly wet mop and wet dust contaminated surfaces. These *videos* could be distributed to the public at large as well as to the families where CLEARCorps team members work. 2) Have CLEARCorps team members teach *CLASSES* on the work they do. Studies have shown that with proper instruction, homeowners can safely do their own work if they follow the instructions they receive

**EXPANSION OF SERVICE LEVEL:**

All CLEARCorps clients will receive some level of service. The CLEARCorps team will offer two levels of service. Level -Two service is the most extensive service provided by CLEARCorps.

To qualify for Level -Two service, clients must have a child six years of age or younger residing in or frequenting the residence and meet income eligibility requirements. The CLEARCorps income eligibility criterion is 80% of the HUD median family income. *Level- One* services include a walk through visual inspection, an in-home education session, and when appropriate, providing a list of licensed inspectors, assessors, and contractors. *Level- Two* service includes a walk through visual inspection, a home risk assessment, in-home education, and post-cleanup. When appropriate Level Two services will also

include remediation and cleanup work. Follow-up, which includes post clean-up and composite sampling is conducted at one, three or six month intervals. The present goal is to do 35 Level One services and 35 Level Two units.

**Goal:** The decision to do 35 units, was a mutual agreement between the City of Portland Water Bureau and Multnomah County Health Department. This decision was made in part due to the second year focus on window treatments. Window treatments will take more time than the type of work that CLEARCorps provided during the first year of operation. The focus on window treatments will also mean that there will be an initial learning curve for CLEARCorps team members. It is also anticipated however that window treatment will provide a more effective means of reducing lead dust. Further discussion of window treatment is included in this summary.

**Productivity Standards:**

Presently productivity is measured in terms of the numbers of units completed. But is this the best measure? The scope of work can vary from unit to unit and the "units" measure does not really indicate the type of work that was done. With programs such as CLEARCorps/Portland, a more appropriate measure of productivity would be the number of windows, doors, floors etc. completed and the number of square feet prepped and repainted. Existing CLEARCorps programs will be asked by CLEARCorps USA to reevaluate themselves in light of the proposed national standards.

**WINDOW TREATMENT:**

Data gathered from the first year of the program indicates that there are three primary sources for lead contamination in the houses where CLEARCorps works. These are windows, exterior painted surfaces, and soil. Because the information gathered from the first year suggest that window wells are the primary source of lead dust in the home, CLEARCorps will focus the majority of its work on window treatments. This includes the installation of vinyl jamb compression liners and repair of upper and lower sashes. Installing vinyl jamb compression liners is more labor intensive and time consuming in the short run, but we believe it will pay off bigger benefits in the end. It may mean doing fewer units, but the long-term benefit will be greater. Since the vinyl liners significantly reduce the creation of lead dust due to friction, it is anticipated that lead dust levels at the six-month follow-up will be significantly lower even if the residents have done nothing in terms of regular cleanup.

**EVALUATION:**

Evaluation plays an ever more important role for the CLEARCorps/Portland program. We are working to assure the timely and accurate collection of data. The Center for Lead Safe Housing has also received a grant from HUD to do a two-year evaluation of CLEARCorps/USA. They are seeking input from CLEARCorps/Portland in the design of the program and will begin their evaluation with our team.

**HOUSEHOLD LEAD PREVALENCE STUDY:**

The Household Lead Prevalence Study will also be completed during Year Two. The purpose of the study is to identify prevalence and magnitude of dust lead hazards and levels, and characteristics of dwellings most likely to have dust lead hazards. This information will assist CLEARCorps in developing household recruitment strategies.

**CLEARCORPS/USA:**

Changes are in the works at CLEARCorps/USA that will also have an impact on the local program sites. CLEARCorps/USA received \$2.5 million in funding in the current fiscal year HUD budget. As the numbers of CLEARCorps local sites increase, CLEARCorps/USA is in the process of creating systems to assure that the program functions smoothly and the roles and expectations of the local and national staffs are clear. These systems will include establishing national standards, guidelines, and protocols for recruitment, team composition, team training, staffing, corps members personal development, evaluation, and technology. Included in the standards will be the development of curricula for in-home education.

### **PROPOSED TASK:**

In sum, here are the proposed tasks for Year Two and their ensuing activities. A major difference between Years One and Two is that there are four tasks instead of five (the completion of the Prevalence Study being rolled into Task Three – Evaluation) and CLEARCorps education efforts are shifted as an activity under Task One to Task Two. The four tasks and their activities are:

1. HLHRP/CLEARCorps
  - a. HLHRP/CLEARCorps Program Maintenance and Management
  - b. CLEARCorps Program's Interim Lead Hazard Control Work
  - c. Coordination with the HUD/PLHCP and other lead related activities.
2. Education and outreach
  - a. CLEARCorps program neighborhood-based outreach
  - b. Lead Hazard Reduction Program public outreach
3. Evaluation
  - a. Evaluate Home Lead Hazard Reduction/CLEARCorps Program Interim Lead Hazard Control Work
  - b. Evaluate CLEARCorps Program Neighborhood-Based Outreach
  - c. Maintain Evaluation Team, Tools, and Quality Assurance Processes
  - d. Complete Household Lead Dust Prevalence Study
  - e. Evaluate LHRP Public Education
4. Oversight, Review and Planning (ORP) Committee
  - a. Reviewing the design, implementation, and outcomes of tasks 1-3 (Home Lead Hazard Reduction, Public Education, Evaluation and Lead Dust Prevalence Study) and
  - b. Making recommendations as necessary to assure that PWB program objectives are met.

### **YEAR THREE CONSIDERATIONS AND BEYOND:**

In addition to expected changes coming from CLEARCorps/USA, there are a few other items of note to be considered in the Scope of Work as we think about Year Three and beyond.

1. The ORP is undergoing a redesign to make it more accessible to community input. Currently a subcommittee is exploring ways to bring this about.
2. In Year Two we are expanding the scope of work to include at risk neighborhoods throughout Multnomah County. Meetings have been held with Washington and Clackamas Counties to discuss how to expand this program to the entire Water Bureau service area in Years Three and beyond
3. Due to a lack of a licensed supervisor, CLEARCorps is limited to non-regulated lead hazard remediation work. Larry Ehrbar will soon meet the experience requirement for obtaining a license as a supervisor and should we pursue this, the scope of work for CLEARCorps could expand to include regulated activities (such as window replacement and repair and repainting of larger surface areas). One possibility to take to the ORP would be having CLEARCorps become a HUD contractor. Currently CLEARCorps/Pittsburgh is doing contract work for their local HUD program and In Providence Rhode Island, a CLEARCorps team was included as a part of the work plan for their recently awarded HUD grant. Community input would be especially valuable on this topic.
4. An option that should be considered is the decision to apply for additional HUD funding in future grant cycles for an additional CLEARCorps team(s).

## **HLHRP/CLEARCorps Year Two Scope of Work and Budget September 1, 1998 – June 30, 1999**

This scope of work includes a description of services to support implementation and continuation of The Home Lead Hazard Reduction Program and the Public Education component of the Lead Hazard Reduction Program. The City of Portland Water Bureau (PWB) anticipates requiring such services for a period of 5 years. Services will be provided by the Multnomah County Health Department (MCHD) and by the Oregon Health Division (OHD) and Program Design Evaluation Services as major subcontractors. See APPENDIX 1.

A detailed scope of work and budget is provided for Year Two of the program. Knowledge gained during Year One activities have been used in developing this scope of work and the budget for the Year Two and will continue to be used in planning for years 3-5.

### **HOME LEAD HAZARD REDUCTION PROGRAM/COMMUNITY LEAD EDUCATION AND REDUCTION CORPS (HLHRP/CLEARCORPS): TASK ONE:**

**Purpose:** TO PREVENT CHILDREN FROM BEING EXPOSED TO HAZARDS DUE TO LEAD-BASED PAINT AND LEAD-CONTAINING DUST IN THEIR HOME ENVIRONMENTS. Central to the HLHRP/CLEARCorps is CLEARCorps, an AmeriCorps National Service Network program. CLEARCorps/Portland is one of six active CLEARCorps sites throughout the country. CLEARCorps focuses on targeted, feasible, risk-based and cost-effective solutions to reduce lead exposure for children of low-income families living in housing units thought to be at highest risk for lead exposure. The Multnomah County Health Department manages and maintains the CLEARCorps/Portland program, which is funded by the Water Bureau and a grant from the Corporation for National Service. During Year Two, given current funding levels, the CLEARCorps team will consist of up to 10 members. If additional funds should become available, additional team members may be added. All CLEARCorps team members are certified and licensed by the state of Oregon as lead abatement workers.

**Focus:** In Year Two, the focus will be on reducing lead exposure through window and door treatment, specialized cleaning, education, and, if needed, interim soil controls.

**Service Area:** During year two, the HLHRP/CLEARCorps service area will be expanded to encompass the PWB's service area within Multnomah County. The Oregon Health Division has created a list of zip codes in which 27% or more of the housing stock was built before 1950. These zip codes are designated as areas at high risk for lead exposures. CLEARCorps will give priority to units located in these zip code areas.

**Service Level:** ALL UNITS REFERRED TO THE HLHRP/CLEARCORPS PROGRAM RECEIVE SOME LEVEL OF SERVICE. The service level is based on the client annual income (80% median family income or less) and whether a child 6 years of age or under resides in or frequents the residence. If the client meets the income and child criteria, the client is eligible for Level Two services. If the client does not qualify for Level Two Service then the client will be eligible for Level One Service. The

CLEARCorps program staff will provide neighborhood-based outreach and education to develop awareness of and support for the CLEARCorps program and recruit residents in eligible homes for participation in the program. Data gathered nationally makes it clear that rental properties are a major source of lead risk exposures for children. During Year Two the program will be looking at ways to educate rental property owners in the high-risk zip code areas.

**Level- One Service:** Level-One service includes a walk through VISUAL INSPECTION of a unit by a CLEARCorps team member, and *EDUCATION* about the sources and management of lead-based paint hazards. Level-One families also receive, when appropriate, a LIST OF LICENSED CONTRACTORS certified to do lead hazard control work in the state of Oregon.

**Level-Two Service:** Eligible families receive a free home lead *WALK THROUGH VISUAL INSPECTION, RISK ASSESSMENT*, free child *BLOOD LEAD TESTING* (when appropriate), and *IN HOME EDUCATION* about the sources and management of lead-based paint and lead-containing dust hazards in the home. In homes where significant potential lead exposure risks are identified, CLEARCorps team members provide free in-place interim hazard control services.

**Water Bureau Responsibilities:**

Review of drafts of all components of the implementation plan

## **HLHRP/CLEARCORPS PROGRAM MAINTENANCE AND MANAGEMENT:**

### **TASK ONE/ACTIVITY 1**

**Purpose:** To maintain the efficient operation of the CLEARCorps/Portland program.

#### **Major activity:**

- Overall Program management (manager).
- Program and policy development (manager).
- Invoice and report development (assistant manager).
- CLEARCorps team supervision (team supervisor).
- Marketing of CLEARCorps program with emphasis on rental property owners in high-risk zip code areas (manager, assistant manager, community).
- Work with Washington and Clackamas County Health Departments to begin planning strategy for expanding the HLHRP/CLEARCorps to the entire PWB service area. (manager, assistant manager).
- Provide administrative support to the CLEARCorps team as required (manager)
- Insure a satisfactory level of progress toward meeting Program goals and insuring that Program costs remain within budget (manager and assistant manager).
- CLEARCorps team recruitment (Team Supervisor and Team Member)
- CLEARCorps team training and personal development (manager, assistant Manager, team supervisor).
- Update home eligibility requirements (manager, assistant manager).
- Review and update of all program protocols (staff and team).
- Incorporate CLEARCorps/USA education protocols.
- Implementation of hazard evaluation protocols (team supervisor).
- Review and update of guidelines for determining what lead hazard control work is to be done in each unit (manager, team supervisor, CLEARCorps/USA Staff).
- Implementation of in-home lead safety education program (staff and team).
- Post work follow-up activities (team).
- Review and update of all program educational materials (staff, team).
- Implementation of recommendations from the Oversight, Review and Planning Team (See Task 4)

## **CLEARCorps Team Development Tasks: Task One/Activity 1**

**Purpose:** To meet the requirements of CLEARCorps national office to establish team goals in the following areas: Community Service - Getting Things Done; Community Building; and Member Development). The following shows the how CLEARCorps/Portland Tasks relate to each of these three areas:



- Increase community awareness of CLEARCorps and the hazards associated with lead (Measure: # of presentations and Level-One and Two sessions) (Community Service - Getting things done).
- Have the team represent the diversity of the communities in which we work (Measure: Biographies of team members)(Community Building).
- Collaborate with other community based organizations concerning lead hazard reduction activities (Measure: # of projects and meetings involving CLEARCorps staff and team members (Community Building).
- Train team members as resources of information about lead hazards in the community (Measure: Successful completion of Lead Abatement Worker Training; Post-presentation Evaluations)(Member Development).
- Offer team members a personal development plan that will
  1. Build a foundation that prepares team members to pursue further educational goals.
  2. Prepares team members for future employment.
  3. Enhances team members' life skills.

## **CLEARCORPS PROGRAM INTERIM LEAD HAZARD CONTROL WORK:**

### **TASK ONE/ACTIVITY 2**

**Purpose:** To use the CLEARCorps program to *PREVENT CHILDREN FROM BEING EXPOSED* to hazards *DUE TO LEAD-CONTAINING DUST AND LEAD-BASED PAINT* IN THEIR HOME environments.

**Activities include:**

- Determination of level of service to be provided by CLEARCorps (Level-One or Level-Two).
- In Level-Two eligible homes:
  - ☐ Conduct home lead risk assessments and visual inspections.
  - ☐ Provide blood lead testing of residents when appropriate.
  - ☐ Provide in-home lead safety education.

In homes where potential lead exposure risks are identified, offer interim lead hazard control work to reduce lead-based paint hazards.

Work on floors, doors, windows etc. may include but is not necessarily limited to:

- ☐ safe repair of small deteriorated painted surfaces areas;
- ☐ repainting;
- ☐ replacement of parting beads;
- ☐ sash repair;
- ☐ Installation of vinyl compression track liners;
- ☐ elimination of friction and impact surfaces on doors and windows;
- ☐ treatment of windows wells and sills;
- ☐ spreading bark dust or other protective cover over areas of bare soil here children may play; and
- ☐ specialized cleaning.
- Providing follow-up visits at appropriate intervals to evaluate the short and long-term effectiveness of CLEARCorps' interim control work and resident education.
- In Level-One eligible homes provide a visual walk through inspection of the home plus provide education, materials and other resources on the management of lead risks in the home.
- Coordination of Level One and Two activities

## **CLEARCorps Lead Reduction Activity Standards and Measures: Task One/Activity 2**

**Purpose:** Reduce lead hazards in targeted housing stock in an average of 3.5 units per month. In year two CLEARCorps will have more of an emphasis on final clean-up and window treatment. In the first year, only the window wells that received treatment were part of the clean-up process. CLEARCorps learned in the first year that windows are the greatest source of lead dust in the home.

The focus in Year Two of cleaning all window wells and the Year Two emphasis on window treatments will take more time. Therefore, the change in focus impacted the number of projected units for Year Two.

**Work activity:**

Note the information provided in the parenthesis below relates to the National CLEARCorps team development goals. See Task One/ Activity 1 for more information regarding the development goals.

- ALL WINDOW WELLS WILL BE CLEANED.
- There will be INCREASED EMPHASIS ON WINDOW TREATMENTS (Community Service -Getting things done).
- Promote the sustainability of lead hazard reduction activities as measured by self-reporting at scheduled follow-up intervals (Measure: responses in follow-up interviews)(Community Service: (Getting things done).
- Increase awareness of specific lead hazards in the home and how to conduct and maintain in-place management of these hazards in at least 35 Level-One and 35 Level -Two education sessions. (Measure: # of Level-One and Two Education sessions)(Community Service: Getting things done).

CLEARCorps/USA is working on establishing standards and measures of productivity. The One suggestion being considered is to measure the actual work performed such as the number of windows treated or the square footage repaired and repainted. The number of performed. A unit receiving only cleaning and education carries the same weight as a unit where numerous windows were repaired. The one task may take a day or two while the other could take several days to weeks. The intent of standardization is to have measures that truly reflect the actual work being performed.

**Deliverables:**

- In-Home Education Protocols
- Monthly progress reports submitted to the Oversight, Review and Planning Team and the Water Bureau Program Manager, describing CLEARCorps program's progress and lead hazard reduction activities.

**COORDINATION WITH HUD/PLHCP & OTHER RELATED ACTIVITIES: TASK ONE/ACTIVITY 3**

**Purpose:** To work with HUD/PLCHP, the Comprehensive Strategy Planning Committee and its various subcommittees, the Oregon Health Division's Blood Lead Screening State Comprehensive Planning Committee, the Oregon Medical Assistance Plans Blood Lead Screening Compliance Committee and other lead related activities.

**Work Activity includes:**

- Committee memberships.
- Strategic planning.
- Information sharing.

**Deliverables:**

- Regular progress reports submitted to the Oversight, Review and Planning Committee and the Water Bureau Program Manager, describing CLEARCorps program progress (activity 1), lead hazard reduction activities (activity 2), HUD/PLHCP and other lead-related activities (activity 3).

## **Public Education: Task Two:**

**Purpose:** To raise awareness of persons who care for children about the health risks of childhood lead exposure and ways to prevent or reduce exposure. This public education program will be implemented throughout the entire Bull Run Service Area.

### **Major activities:**

**Activity 1:** CLEARCorps program neighborhood-based outreach

**Activity 2:** Lead Hazard Reduction Program public outreach

## **CLEARCORPS PROGRAM NEIGHBORHOOD-BASED OUTREACH: TASK TWO/ACTIVITY 1**

**Purpose:** To provide community education in targeted at-risk neighborhoods to

1) *Develop awareness* of and support for the CLEARCorps program and 2) *recruit residents* in eligible homes for participation in the program.

### **Work activity:**

- Prepare and distribute CLEARCorps informational materials (i.e., brochures, flyers).
- Identify opportunities for outreach and educational presentations to neighborhood organizations.
- Assist PWB in making initial contacts with neighborhood groups and scheduling presentations, as needed.
- Make presentations to neighborhood groups and events.
- Recruit participants for the CLEARCorps program.

### **Deliverables:**

- Monthly reports of education and outreach activities.

## **LEAD HAZARD REDUCTION PROGRAM (LHRP) PUBLIC OUTREACH: TASK TWO/ACTIVITY 2**

**PURPOSE:** TO COORDINATE THE EDUCATION AND OUTREACH EFFORTS OF THE PWB'S LHRP AND THE HLHRP/CLEARCORPS.

### **Work activity:**

- Implementing neighborhood outreach plan.
- Working with Principal Investigator in implementing the evaluation plan and tracking system necessary for neighborhood outreach.
- Assisting, as needed, CLEARCorps in preparing and distributing informational materials (i.e., brochures and flyers).
- Identifying opportunities for outreach and educational presentations to neighborhood organizations, including collaboration with existing community outreach workers.
- Making initial contacts with neighborhood groups and scheduling presentations.
- Maintaining schedule of outreach activities.
- Maintaining tracking system to record outreach activities.
- Submit monthly activity reports of outreach activities to CLEARCorps Program Manager and Principal Investigator.

Work to be performed by MCHD at the Water Bureau's request includes:

- Advise the Water Bureau on lead safety issues and educational strategies.
- Assist the Water Bureau in the development of lead safety educational materials.
- Assist the Water Bureau in identifying opportunities for outreach and educational presentations.
- Make lead safety information presentations to appropriate organizations.

- Provide health educator training to appropriate organizations.

**Deliverables:**

- Monthly reports of education and outreach activities.

**Evaluate HLHRP/LHRP & Conduct Prevalence Study: Task Three**

**Purposes:** To evaluate three of the major HLHRP and LHRP Components/Tasks, and also includes the completion of the Lead Dust Prevalence Study and the maintenance of an evaluation team:

**Work Activity:**

1. Assure that the implementation of HLHRP/LHRP Tasks continues to address the Water Bureau's public health, regulatory compliance, and stakeholder related objectives.
2. Utilize process and outcome data to maintain an optimally effective program in Year Two and in subsequent years.

The evaluation will be adapted to changes in the Year 2 Home Lead Hazard Reduction Program - CLEARCorps Neighborhood Outreach and Hazard Control (Task 1/Activity 1 and Task 2/Activity 1) and in the LHRP Public Education Program (Component Four). Plans include a list of evaluation objectives (questions to be answered), a plan for achieving those objectives (data to be collected, evaluation criteria/processes, reporting formats and procedures).

Tools and procedures will be revised as needed to evaluate changed program components (i.e., data collection and entry protocols, databases, data quality assurance protocols, staff training).

**HLHRP**

- Evaluate Home Lead Hazard Reduction/CLEARCorps Program Interim Lead Hazard Control Work: Task Three/Activity 1 ( also see Task One Activity 2)
- Evaluate CLEARCorps Program Neighborhood-Based Outreach: Task Three/Activity 2 (also see Task Two: Activity 1)
- Evaluation: Task Three/Activity 3:  
     **Activity 3a:** Maintain Evaluation Team, Tools, and Quality Assurance Processes  
     **Activity 3b:** Complete Household Lead Dust Prevalence Study

**LHRP**

Evaluate LHRP Public Education: Task Three/Activity 4

**EVALUATION OF CLEARCORPS PROGRAM INTERIM LEAD HAZARD CONTROL WORK:  
Task Three/Activity 1 (see Task One Activity 2)**

**Purpose:** Continue evaluation of CLEARCorps to determine the short- and long-term effectiveness of CLEARCorps program in-home activities (hazard identification repairs/cleaning, and resident education and follow-up) in identifying and reducing lead hazards.

**Work Activities:** This evaluation will consist of:

1. Environmental lead hazard data, such as results of "before" and "after" hazard assessments, dust, soil, and blood tests, and client interviews.
2. Client participation and satisfaction data.

**Deliverables:**

- Quarterly reports on findings, including characteristics of households recruited and retained, kinds of lead hazard controls and education provided, baseline and post-intervention changes in home environmental lead levels, changes in household knowledge and preventive behavior, and satisfaction with intervention and educational efforts.

**Water Bureau Responsibilities:**

- Provide feed back to evaluation staff that can be used to optimize the utility of evaluation data and reports.

**EVALUATE CLEARCORPS PROGRAM NEIGHBORHOOD-BASED OUTREACH****Task Three/Activity 2 (See Task One/ Activity 1)**

**Purpose:** To continue the process and outcome evaluation to:

1. Measure the awareness and support for the CLEARCorps program from the communities in which it is implemented.
2. Assess the impact of outreach on knowledge of childhood lead hazards and prevention.
3. Measure success in recruiting households for the CLEARCorps program.

**Work Activities:** Documentation of community contacts/presentations and an analysis of household recruitment data. Data from the Household Dust Lead Study (Task 3/Activity 4) will be also be used to evaluate the effectiveness of household recruitment.

**Deliverables:**

- Reports on findings, including target populations reached
- Water Bureau Responsibilities:
- Coordinate outreach efforts with evaluation staff and provide requested data on outreach activities, using supplied data forms and protocols.
- Provide feed back to evaluation staff that can be used to optimize the utility of evaluation data and reports.

**Maintain Evaluation Team, Tools, and Quality Assurance Processes:****Task Three/Activity 3a**

**Purpose:** Revise and maintain staff and tools necessary to continue the evaluation of the Home Lead Hazard Reduction and the Public Education Programs, and to complete the Household Lead Dust Prevalence Study.

**Work Activities:**

- Maintain evaluation team.
- Revise, if necessary, tools for evaluation, including data confidentiality and informed consent procedures, data collection protocols and record keeping forms, data bases, data analysis methodologies, data management and quality assurance protocols.
- Train new CLEARCorps team members, MCHD, and Water Bureau staff to facilitate collection of quality data.

**Deliverables:**

- Maintenance of a functioning evaluation team and system for obtaining and managing quality data at appropriate intervals.
- Maintenance of a system for analyzing and interpreting process and outcome data for feedback

- Presentations at national conferences and/or manuscripts in preparation describing the formative and subsequent phase processes and outcomes.

**Water Bureau Responsibilities:**

- Provide requested data, using supplied data forms and protocols.
- Provide feed back to evaluation staff that can be used to optimize the utilization of evaluation data and reports.

**COMPLETE HOUSEHOLD LEAD DUST PREVALENCE STUDY (YEAR TWO): TASK THREE/ACTIVITY 3B**

**Purpose:** To estimate the prevalence and magnitude of dust lead hazards in high-risk neighborhoods. The results of this study will be used to

1. Determine the characteristics of dwellings most likely to have dust lead hazards so that high-risk homes can be identified and residents can be recruited for participation in the CLEARCorps program more efficiently.
2. Ensure that resources are targeted wisely to a problem of known magnitude.

**Work Activities:**

- Complete the survey, including collection of samples and household information; analyze samples for lead.
- Notify participants of analytical results, and provide appropriate recommendations for lead hazard reduction.
- Analyze data to determine the prevalence and magnitude of dust lead hazards and levels, and characteristics of dwellings most likely to have dust lead hazards.

**Deliverables:**

- Report of study results, identify prevalence and magnitude of dust lead hazards and levels, and characteristics of dwellings most likely to have dust lead hazards; recommendations for CLEARCorps household recruitment strategies.
- Presentation of findings at scientific meeting and/or preparation of manuscript for publication in public health journal.

**Water Bureau Responsibilities:**

- Participation in the study to ensure those central questions of interest to the Water Bureau are addressed. Participation in preparation of communications of Study findings for general public.

**EVALUATE LHRP PUBLIC EDUCATION: Task 3/Activity 4**

**Purpose:** Develop and implement an evaluation plan to evaluate the outcomes of the Public Education Program in the Bull Run Service Area. The Public Education Program in the Bull Run Service Area is designed to raise awareness of persons who care for children under two years of age regarding the health risks of childhood lead exposure and ways to prevent or reduce exposure.

**Work Activities:**

Surveys and interviews will determine the amount of the education that was understood and retained by the target audience.

- Questionnaires/Surveys of 3 target audiences/populations (2 professional, 1 community), of about 50 persons each, will be administered at 3-6 months post-education.

**Deliverables:**

- Written evaluation plan, in collaboration with Water Bureau staff.

- Monthly reports on findings including: percentage of target population reached and information retained/concept recognition.

**Water Bureau Responsibilities:**

- Identify target audiences for evaluation; meet with principal evaluator to identify key educational concepts presented during the education.
- Use evaluation reports to optimize effectiveness of public education efforts.
- Take the lead in preparation of communications of survey findings for general public.

**Review, Oversight and Planning (ORP): TASK FOUR**

**Purpose:** To convene and sustain an advisory body responsible for

- Reviewing the design, implementation, and outcomes of Tasks 1-3 (Home Lead Hazard Reduction, Public Education, Evaluation and Lead Dust Prevalence Study).
- Making recommendations as necessary to assure that PWB program objectives are met.

**Work Activity:**

- Define the committee's role and mandate.
- Recruit committee members, if needed.
- Prepare any policy updates or changes for committee review.
- Prepare monthly progress reports for committee review.
- Prepare evaluation reports for Tasks 1-3 for committee review.
- Identify emerging problems and recommending appropriate changes in design, implementation, evaluation, and/or management of Tasks 1-3.
- Insure that Tasks 1 and 2 activities are coordinated with other childhood lead safety programs and activities in the community.
- Review emerging information about lead hazard reduction) and insuring that it is appropriately incorporated into Tasks 1 and 2.
- Assist in planning the implementation and evaluation of PWB's expanded free-lead-in water testing program as requested.

**Oversight, Review and Planning Committee Members and Advisory Members -See Appendix 1**

**Deliverables:**

- Written summaries of monthly Team meetings

**Water Bureau Responsibilities:**

- ◆ Inform Team of relevant information related to Lead and Copper Rule compliance.
- Insure that the team considers concerns raised by the Stakeholders Advisory Committee.
- ◆ Arrange facilitate, and document Stakeholders Advisory Committee meetings.

## APPENDIX 1

SCOPE OF WORK YEAR 2 TASK AND ACTIVITIES								
Primary Responsible Parties	HLHRP/ CLEARCorps Program Maintenance and Management (Task One/Activity 1a)	CLEARCorps Program Interim Lead Hazard Control Work (Task One/Activity 2a)	Coordinate with HUD/PLHCP and other related Activities (Task One/Activity 3)	CLEARCorps Program Neighborhood – Based Outreach (Task Two/Activity 1)	Lead Hazard Reduction Program Outreach (Task Two/Activity 2)	Evaluate HLHRP/LHRP & Conduct Prevalence Study (Task Three)	Complete Household Lead Dust Prevalence Study (Task Three/Activity 3b)	Review, Oversight and Planning ORP Members*** Advisory **** (Task Four)
CLEARCorps Manager MCHD	X		X	X	X			X ***
CLEARCorps Assistant Manager MCHD	X		X	X	X			X ***
CLEARCorps Team Supervisor MCHD	X	X	X	X	X			X ***
HLHRP Risk Evaluator MCHD	X	X		X				****
CLEARCorps Team Members MCHD	X	X		X				
CLEARCorps Administrative Coordinator MCHD		X		X				
Principal Investigator MCHD			X		X	X	X	X ***
Public Education Coordinator PWB				X	X			****
Research Analyst OHD						X	X	
Data Liaison MCHD						X	X	
Environmental Epidemiology Manager OHD							X	X ***
Program Manager PWB	X		X					X ***
Research Interviewer MCHD Contractor						X		

\*\*\*Active members of the ORP also include: Community and agency representatives

\*\*\*\* Advisory Members also include: Environmental Health Program Manager



# **HLHRP Year Two Budget Summary Tasks One to Four**

Job	FTE	# of Months	Base 99	Sep-Jun	Fringe	Insurance	Total 99
Health Services Spec	1.00	10	\$43,954	\$36,628	\$8,501	\$4,135	\$49,264
Heath Services Spec	0.50	10	\$21,977	\$18,314	\$4,251	\$2,068	\$24,633
Sanitarian	0.50	10	\$19,585	\$16,321	\$3,788	\$2,068	\$22,177
Health Services Adm	0.50	10	\$29,436	\$24,530	\$5,693	\$2,068	\$32,291
Program Dev. Tech.	1.00	10	\$28,835	\$24,029	\$5,577	\$4,135	\$33,741
Health Services Adm	0.05	10	\$58,872	\$2,453	\$569	\$207	\$3,229
CLEARCorps Team	10.00	10	\$109,800	\$91,500	\$11,689	\$18,980	\$122,169
<b>Totals</b>	<b>13.55</b>		<b>\$312,460</b>	<b>\$213,775</b>	<b>\$40,068</b>	<b>\$33,660</b>	<b>\$287,503</b>

**Tasks 1, 2, & 4 M & S**

**\$101,479**

**Tasks 1, 2 & 4 Total M & S + Personnel**

**\$388,982**

**Indirect @ 10%**

**\$38,898**

**Tasks 1, 2, & 4 Total M & S + Personnel + Indirect**

**\$427,880**

**Task 3&4 M & S + Personnel + Indirect**

**\$181,126**

**Tasks 1, 2, & 4 Total M & S + Personnel + Evaluation\***

**\$609,006**

**UMBC Contribution**

**(\$98,000)**

**Total Budget less UMBC Contribution**

**\$511,006**

**Unused funds from Year one moved to year two (see side box)**

**(\$50,000)**

**Total Water Bureau Year Two Contribution\***

**\$461,006**

\*Current budget estimate does not include additional funds that will be coming from UMBC. It is estimated that these funds will be in excess of \$50,000 and will be available sometime during the current fiscal year.  
See Side Box.

Year One Budgeted	\$655,200
Year One Spent	\$609,000
Year One Not Spent	\$147,200

**Effect of Anticipated HUD Markup**

Year Two Estimated	\$609,006
CLEARCorps Revenue	(\$98,000)
Year Two Estimated	\$511,006
Unused Prevalence Funds	(\$50,000)
Additional Anticipated CLEARCorps Revenue	(\$75,000)
Year Two Final Estimated WB Contribution	\$386,006

**HLHRP/CLEARCorps  
Year Two Task One  
Program Maintenance and Management**

Line Item Personnel Costs	Amount
Health Services Spec - .9 FTE @ \$43,954/yr (Ehrbar)	\$44,338
Health Services Spec - .425 FTE @ \$43,954/yr (Johnson K)	\$20,938
Sanitarian - .5 FTE @ \$39,171/yr (Morley)	\$22,177
Health Services Adm - .425 FTE @ \$58,872/yr (Johnson C)	\$27,447
Health Services Adm - .025 FTE @ \$58,872/yr (Adams Replacement)	\$1,614
Program Development Technician - 1.0 FTE @ \$28,835/yr	\$28,835
CLEARCorps Team 10.0 FTEs	\$122,169
<b>Total Personnel</b>	<b>\$265,461</b>

Line Item M & S Costs	Amount	DESCRIPTION
Professional Services	\$3,000	Team personal development
Printing	\$5,000	For informational materials to be distributed by team members
Rentals	\$500	Rental for space for team retreats/meetings
Postage	\$300	Fed-Ex, UPS @ \$25/month
Supplies	\$17,500	CLEARCorps work supplies @ \$350/house X 50 house
Supplies	\$4,250	Work supplies + safety gear for 10 team members @ \$325/member and AmeriCorps gear for 10 team members @ \$100/member
Supplies	\$11,875	Testing Supplies: 875 Dust Samples @ \$7.50/sample; 375 Soil samples @ \$7.50/sample and 250 Blood Lead Samples @ \$10/Sample
Supplies	\$4,980	Office Supplies @ \$150/month; Educational Supplies for team member personal development @ \$100/month; and computer supplies @ \$200/month
Food	\$500	For team meetings/development sessions
Education & Training	\$3,250	Training for CLEARCorps team members at Western Regional Lead Training Center training for 10 corpsmembers @ \$325/ea
Education & Training	\$4,800	12 hours of Skill Building Courses at PCC @ \$40/credit hour for 10 teams members
Education & Training	\$750	African American Wellness Conference for 10 corpsmembers
Education & Training	\$1,650	Staff training - 3 staff @ \$300/each and 1 Staff member to attend Lead Supervisor's Training at Western Regional Lead Training Center
Education & Training	\$2,000	Two out of town trips to attend national CLEARCorps meeting at \$1,000/meeting
Local Travel and Mileage	\$4,100	Monthly Bus Passes (2 all zone and 8 two zone) for 10 corpsmembers
Local Travel and Mileage	\$2,145	Staff mileage at \$.325/mile * 150 miles week * 44 weeks
Drugs	\$0	
Dues & Subscriptions	\$0	
Telephone Services	\$5,633	2 Cnty Network DID lines @ \$475/yr; 3 Cnty Network DN lines @ \$378/yr; 6 pagers @ \$360/yr; 1 fax modem/alarm jack @ \$61/yr; 1 Hdset @ \$108/yr; 1 single line enhanced @ \$245/yr; 4 multiline enhanced @ \$1471/yr; 1 single line @ \$1387yr
Data Processing Services		4 OPX lines @ \$950/yr; 4 Meridian VM @ \$950/yr; 1 Norstar VM @ \$126/yr; long distance @ \$35/month; misc @ \$10/month
PC Flat Fee	\$1,560	Cell charges 100 min/month @ \$.19/min
Motor Pool Services	\$3,481	1.5 PC
Motor Pool Services	\$1,572	CLEARCorps Team Van
Bldg. Mgt. Services	\$16,378	CLEARCorps Team Van 2
Other Internal Services		CLEARCorps office space rental at Marleen (for HSA & HSS) CLEARCorps Office at 5611 N Albina Lease Agreement
Distribution/Postage	\$3,740	Stop costs of \$239/month for Albina, \$35 for Marleen for 10 months, and \$50/month postage
<b>Total M &amp; S</b>	<b>\$98,964</b>	
<b>Total M &amp; S and Personnel</b>	<b>\$364,425</b>	
<b>Indirect @ 10%</b>	<b>\$36,442</b>	
<b>Total Task One</b>	<b>\$400,867</b>	

**HLHRP/CLEARCorps  
Year Two Task Two  
Outreach and Education**

Line Item Personnel Costs	Amount
Health Services Spec - .05 FTE @ \$43,954/yr (Ehrbar)	\$2,463
Heath Services Spec - .05 FTE @ \$43,954/yr (Johnson K)	\$2,463
Health Services Adm - .05 FTE @ \$58,872/yr (Johnson C)	\$3,229
<b>Total Personnel</b>	<b>\$8,156</b>

Line Item M & S Costs	Amount	DESCRIPTION
Supplies	\$210	Office Supplies @ \$150/month; Educational Supplies for team member personal development @ \$100/month; and computer supplies @ \$200/month
Telephone Services	\$313	3 Multilines enhanced on network, 2 single lines on Network, 7 other equipment access on network, 5 voice mail, 5 county DID lines,
Bldg. Mgt. Services	\$284	3 County network DN lines, 5 pagers, 4 OPX lines, variable charges, 100 minutes/month cell phone time X 2 phones
<b>Total M &amp; S</b>	<b>\$807</b>	CLEARCorps office space rental at Marleen (for HSA & HSS)
<b>Total M &amp; S and Personnel</b>	<b>\$8,963</b>	
<b>Indirect @ 10%</b>	<b>\$896</b>	
<b>Total Task Two</b>	<b>\$9,859</b>	

**COST SUMMARY - Year 2: 9/1/98 thru 6/30/99 (10 Months)**  
**Tasks 3 & 4 (Evaluation and Development/Review/Overview Components)**  
(Includes MCHD budget and OHD sub-contract budgets for Tasks 3 & 4)

Task	Activity	MCHD Cost	OHD Cost	Total
1	CLEAR Corps			
2	Public Education			
3	Evaluation			
	1 HLHRP Hazard Control	\$26,647	\$8,272	\$34,919
	2 HLHRP Outreach	\$12,278	\$2,757	\$15,035
	3a Evaluation Core	\$23,603	\$2,814	\$26,417
	3b Lead Prevalence Study (9/98 - 2/99)	\$55,394	\$4,371	\$59,765
	4 Public Education	\$19,856	\$2,757	\$22,613
		<b>\$137,778</b>	<b>\$20,971</b>	<b>\$158,749</b>
4	Development, Oversight, Review, and Planning	\$14,703	\$2,241	\$16,944
<b>GRAND TOTAL</b>		<b>\$162,481</b>	<b>\$23,212</b>	<b>\$175,693 *</b>

\* Estimate \$90,000 unspent in Year 1 Eval/Prevalence budget as of 8/31/98 (Yr1 Task 3).  
Shift approx. \$50,000 to 2nd year and add to existing YR 2 budget projection (Sep-Feb) of Prevalence Study (Yr2 Task 3: Act 3b)  
Part of savings in Yr 1 evaluation budget was because Data Liaison was not hired in 1st year.  
Data Liaison: full cost in 2nd year - there were no costs in 1st year.  
Shift conference and ethnographic interviews to 2nd year (Yr2 Task 3: Act 1, 3a, &4).  
Shift survey instruments and participant payments to 2nd year (Yr2 Task 3: Act 1, 2, & 4).  
Does not include funds for MCHD Env. Health Mgr (vacant position).

**HLHRP/CLEARCorps  
Year Two Task Four  
Oversight Review and Planning Committee**

Line Item Personnel Costs	Amount
Health Services Spec - .05 FTE @ \$43,954/yr (Ehrbar)	\$2,463
Health Services Spec - .025 FTE @ \$43,954/yr (Johnson K)	\$1,232
Health Services Adm - .025 FTE @ \$58,872/yr (Johnson C)	\$1,615
Health Services Adm - .025 FTE @ \$58,872/yr (Adams Replacement)	\$1,614
<b>Total Personnel</b>	<b>\$6,924</b>

Line Item M & S Costs	Amount	DESCRIPTION
Supplies	\$210	Office Supplies @ \$150/month; Educational Supplies for team member personal development @ \$100/month; and computer supplies @ \$200/month
Telephone Services	\$313	3 Multilines enhanced on network, 2 single lines on Network, 7 other equipment access on network, 5 voice mail, 3 County network DN lines, 5 pagers, 4 OPX lines, variable charges, 100 minutes/month cell phone time X 2
Food	\$900	For ORP meetings
Bldg. Mgt. Services	\$284	CLEARCorps office space rental at Marleen (for HSA & HSS)
<b>Total M &amp; S</b>	<b>\$1,707</b>	
<b>Total M &amp; S and Personnel</b>	<b>\$8,631</b>	
<b>Indirect @ 10%</b>	<b>\$863</b>	
<b>Total Task Four</b>	<b>\$9,494</b>	

# CLEARCorps Team Year Two Budget Summary

T

## Stipends

3 assistant team leaders @ 11400  
7 team members @ 10,800

## Fringe

FICA @ 7.65%  
Other  
County @ 4.27

## Insurance

Health @ 118.95/month  
Eye @ 30.90/month  
Dental @ \$19.95

	CLEARCorps	Grantee	
	\$21,267	\$12,933	\$34,200
	\$49,623	\$25,977	\$75,600
	\$70,890	\$38,910	\$109,800
	\$5,423	\$2,977	\$8,400
	\$939		\$939
		\$4,688	\$4,688
			\$14,027
118.95			\$14,274
40.9			\$4,908
29.95			\$3,594
189.8	\$7,854	\$14,922	\$22,776
	\$85,106	\$61,497	\$146,603
	0.5805	0.419478052	

## **Exhibit B Hourly Rate Schedule**

HLHRP MANAGER	\$51.66
MCHD REVIEWER	\$51.66
CLEARCORPS SUPERVISOR	\$39.41
PRINCIPAL EVALUATOR	\$67.32
HOME LEAD RISK EVALUATOR	\$35.48
CLEARCORPS TEAM	\$ 9.77
CLEARCORPS PROGRAM COORDINATOR	\$26.99*
DATA LIAISON	\$26.93*
HLHRP ASSISTANT MANAGER	\$39.41

Non –personnel expensed directly attributable to the project are included in Exhibit A. These rates shall remain in effect through June 30, 1999. Effective July 1, 1999 and in all future years of the agreement, rates may increase up to 3 percent per year. The actual amount of the increase each year shall be subject to agreement between the City and the County.

\* Rates mutually agreed upon by the City of Portland and Multnomah County

#1

# SPEAKER SIGN UP CARDS

DATE

7/8/99

NAME

George Scott

ADDRESS

Port City

PHONE

SPEAKING ON AGENDA ITEM NUMBER OR  
TOPIC

BONDS PORT CITY

GIVE TO BOARD CLERK



#2

## SPEAKER SIGN UP CARDS

DATE

7/8/99

NAME

Carol Reynolds

ADDRESS

Port City Vice

Chair

PHONE

SPEAKING ON AGENDA ITEM NUMBER OR  
TOPIC

PORT CITY BOND

GIVE TO BOARD CLERK

MEETING DATE: JUL 08 1999  
AGENDA #: R-2  
ESTIMATED START TIME: 9:30

(Above Space for Board Clerk's Use ONLY)

### AGENDA PLACEMENT FORM

SUBJECT: Resolution Authorizing the Issuance of up to \$2,000,000 in Revenue Bonds for Port City a Non Profit Agency.

BOARD BRIEFING: DATE REQUESTED: \_\_\_\_\_  
REQUESTED BY: \_\_\_\_\_  
AMOUNT OF TIME NEEDED: \_\_\_\_\_

REGULAR MEETING: DATE REQUESTED: July 8, 1999  
AMOUNT OF TIME NEEDED: 5 to 10 Minutes

DEPARTMENT: DSS DIVISION: Finance  
CONTACT: Dave Boyer TELEPHONE #: 248-3903  
BLDG/ROOM #: 106/1430

PERSON(S) MAKING PRESENTATION: Dave Boyer

#### ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

#### SUGGESTED AGENDA TITLE:

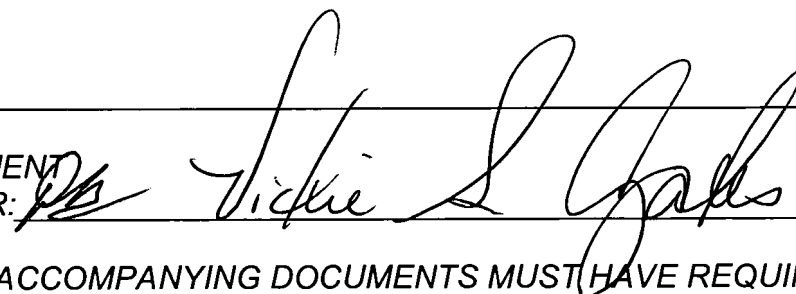
Resolution Authorizing the Issuance of up to \$2,000,000 in Revenue Bonds for Port City.

7/13/99 copies to Dave Boyer

#### SIGNATURES REQUIRED:

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

(OR)  
DEPARTMENT  
MANAGER: \_\_\_\_\_



99 JUN 29 PM 12:11  
MULTNOMAH COUNTY  
OREGON  
CLERK OF  
COUNTY COMMISSIONERS

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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



# MULTNOMAH COUNTY, OREGON

## DEPARTMENT OF SUPPORT SERVICES

### FINANCE DIVISION

#### COUNTY COMMISSIONERS

BEVERLY STEIN, CHAIR  
DIANE LINN, DISTRICT #1  
SERENA CRUZ, DISTRICT #2  
LISA NAITO, DISTRICT #3  
SHARRON KELLEY, DISTRICT #4

DIRECTORS OFFICE  
ACCOUNTS PAYABLE  
GENERAL LEDGER  
PAYROLL  
TREASURY  
LAN ADMINISTRATION

PORTLAND BUILDING  
1120 SW FIFTH AVENUE, SUITE 1430  
PO BOX 14700  
PORTLAND, OR 97293-0700  
PHONE (503) 248-3312  
FAX (503) 248-3292

CONTRACTS  
MATERIEL MANAGEMENT  
PURCHASING

FORD BUILDING  
2505 SE 11<sup>TH</sup> 1<sup>ST</sup> FLOOR  
PORTLAND, OR 97202  
PHONE (503) 248-5111  
FAX (503) 248-3252  
TDD (503) 248-5170

## MEMORANDUM

TO: Board of County Commissioners

FROM: David Boyer, Finance Director 

DATE: June 23, 1999

REQUESTED PLACEMENT DATE: July 8, 1999

SUBJECT: Port City Revenue Bonds Sale in the amount not to exceed \$2,000,000

- I. Recommendation / Action: Approve resolution authorizing the Port City revenue bond sale of up to \$2,000,000. The first step after this Resolution is adopted is to publish a 60 day notice. After 60 days we will ask the Board of County Commissioners to authorize the issuance of the \$2,000,000 revenue bond issue and hold the required Tax Exempt Financing Reform Act Hearing.
- II. Background / Analysis: In February 1999, Port City, a non-profit filed an application requesting the County to issue revenue bonds in partnership with them. Port City is requesting \$2,000,000 to purchase and renovate a new human service and residential facility for individuals with disabilities. Attached is a copy of the application letter.

All of the non-profits that the County will partner with come with some risk attached. This was one of the reasons our Financial and Budget Policy limits the amount of revenue bond funds we will provide to non profits. We also limit the use of these funds to small non profit organizations to give them assistance in obtaining a loan at a reasonable cost. Port City just qualifies at the lower end of this requirement. We have built in some protection by making sure that the property being financed is in the County's name. The County's goal in this partnership does entail risks but because of the 60% (revenue bonds) to 40% (fund raising) capital equity, the County reduces this risk. If the organization can not meet the debt payment the County can find another provider to operate the facility or provide the services ourselves. If the service is no longer needed we could also sell the facility. The total cost to the County would be about \$140,000 a year if Port City could not meet its debt payment.

We have analyzed the proforma financials that Port City submitted. Port City's actual FY 99 revenues from Multnomah County are higher than the projections. Their financial ability to pay this debt is close but they have used reasonable assumptions. Port City's fund balance over the last five years has also been about 18% of their ongoing expenditures. Although the dollar amounts are not large, the reserve is being maintained at a good percent level.

We have also checked with Community and Family Services and inquired about the services Port City delivers and quality of working relationship between Port City and the County. They are very happy with the quality of services provided and has confirmed that Port City is a provider that the County would want to use in the future. Port City is also scheduled to have increased fees in the transportation area. Port City has also stepped up to various challenges placed on them by the County to take on additional programs when other agencies could not handle the services.

The Port City partnership does have risks associated with them but I have met with the Port City Board of Directors, George Scott, Executive Director, and construction management team and was impressed with the progress they have made and their vision for the future.

Port City has met all the requirements stipulated by the County's Financial and Budget Policy. An environmental issue exists and before executing the documents we will be sure that the County does not assume any liability.

This partnership allows the County to use its bonding authority to obtain financing costs at a lower interest cost to Port City than they would be able to obtain. This enables more funds to be used on direct services.

Based on all of the above, I recommend going forward with the final issuing of the bonds contingent on the environmental impact review by facilities management and County Counsel.

Port City meets all the Internal revenue code and the County policy requirements and we are anticipating that the bonds will be sold this fall.

Once approved the Finance Division, working with Bond Counsel, will ensure that all necessary documents and legal requirements are met.

- III. Financial Impact: Port City will be responsible for the debt payments on the Revenue Bond issue. In the unlikely event that Port City can not pay for the debt the County will provide appropriate remedies in our contract.

To ensure that the bonds obtain a favorable interest rate, the County will pledge the lease payments from the land lease and the project lease and also pledge a small portion of the Motor Vehicle Rental Tax. The total estimated risk to the County, if Port City can not make any of the payments, is \$140,000 per year for 14 years.

If each revenue bond issue was based strictly on the financial condition and ability to repay the loan we could not recommend entering into this arrangement with any non profit organization.

This revenue bond issue meets all the requirements contained in the County's Financial and Budget Policy.

- IV. Legal Issues: The Resolution contains all legal requirements and was reviewed by all parties. Ater Wynne Hewitt Dodson & Skeritt is special counsel to the County.

- V. Controversial Issues: Environmental issues may exist.
- VI. Link to Current County Policy: Is consistent with the Financial and Budget Policy adopted by the Board.
- VII. Citizen Participation: Port City and its Board of Directors have been involved with this issue. A Tax Exempt Financing Reform Act public hearing will be scheduled after this issue is published for 60 days. A report of this hearing will be forwarded to the Board .

1847 E. Burnside  
Portland, Oregon 97214 - 1533



(503) 236 - 9515  
FAX # 236 - 8939

Enhancing The Employment Potential For Adults With Developmental Disabilities

Beverly Stein County Chair  
Multnomah County  
Commissioners Board  
1120 SW 5th Room 1515  
Portland, Oregon 97204

February 10, 1999

Dear County Chair Beverly Stein;

Please Consider this request for two million dollars in Multnomah County Bonds. Port City will utilize these funds to purchase and renovate Port City's new human service and residential facility for individuals with disabilities. Our facility will provide disabled consumers with a safe and pleasant place to work, in addition to providing an increase in vocational services opportunities.

Port City currently has and have had a contract with Multnomah county for over twenty years to provide vocational services and in the last year have provided transportation services for consumer with disabilities.

The following paragraphs provide an explanation of our agency's need for a new facility, a description of the identified site, our mission and philosophy statements, information that supports our core commitment to diversity, and an explanation of how this funded project is in alignment with Multnomah County Benchmarks.

**Our Mission: is to enhance the continued employment potential and quality of life for mentally retarded, developmentally disabled and/or disadvantaged adults through advocacy, work and training which will develop their marketable job skills and build their self-esteem.**

We have identified an appropriate site for our future facility. This is located on N. Williams Avenue, near Emanuel Hospital. Current Port City's programs that would be adequately housed in the existing facilities, once restored, include: production, auto detailing, microfilming, art, and janitorial. Plans for additional structures would provide for the creation of administrative offices, a senior day program, a school to work program and, transitional housing program.

This new facility would provide a safer, more aesthetically pleasing environment for our consumers, as well as providing the opportunity to develop and expand our services. Our presence in this community will serve to educate our neighbors about the value and contributions of the highly misunderstood consumer population. It also address the North/North East Albina Community Neighborhood Plan in providing housing for

children and family. Adequate space and restoration are key in gaining community expect for our agency and, consequently, for the consumers we serve.

Port City actively advocates for disabled consumers, working to bring about awareness, equity, and a breaking down of barriers to their opportunities, whether these are based on disability, gender, race, ethnicity, sexual preference, socio economic status, or religion. We pride ourselves in serving a culturally diverse consumer group and in employing a culturally diverse staff. Multnomah County 1990 census data indicates that our general service area population consists of 7% individuals of minority status and 93% of Caucasian ethnicity. Port City serves a consumer population that consists of 25% of minority status, and 75% of Caucasian status. Our staff ethnic make-up consists of 43% of minority descent, and 57% of Caucasian descent. Both these ratios far exceed minority representation in this county. Port City commitment to diversity is clearly in alignment with Multnomah County's cultural competency priorities.

### ***Port City's alignment with Multnomah County Benchmarks and Priorities***

Port city provides services that incorporate several county benchmarks identified by the "Multnomah County Benchmarks 1997 - 1998" document. The following information identifies specific applicable benchmarks with explanation of how Port City's expanded services will help achieve these.

#### **Long Term Benchmark:**

MCCF Goal 3: Children and Youth Succeeding in their Education.  
Strategy 3.3 Young people experiencing individual or family problems which could or do interfere with their educational success have ready access to services and supports which are culturally, developmentally, and gender appropriate, and which are available to people of all income levels.

Port City's school to Work Program will provide vocational skills training services and job development to disabled highschool youth.

From the list of generally adopted Benchmark:

14. Mental Illness and Housing - Percentage living in housing of their choice with adequate support.

17. Developmental Disabilities and Housing - Percentage living in community housing of their choice with adequate support.

20. Physical Disabilities and Housing - Percentage living in housing of their choice with adequate support.

Port City's Transitional housing program will provide another consumer choice. This housing will focus on high quality supportive and educational services, with the goal of increased consumer housing independence.

- 15. Mental Illness and Employment - Percentage of citizens with mental illness who are employed.
- 18. Developmental Disabilities and Employment - Percentage of citizens with developmental disabilities who are employed.
- 21. Physical Disabilities and Employment - Percentage of citizens with physical disabilities who are employed.

Port City will be able to provide its vocational services to more consumer, given the increase in space provided by the new facility. Several of Port City's consumers have both developmental disability and chronic mental illness.

- 16. Mental Illness and Poverty - Percentage of citizens with developmental disabilities living above poverty.
- 19. Developmental Disabilities and Poverty - Percentage of citizens with developmental disabilities living above poverty.
- 22. Physical Disabilities and Poverty - Percentage of citizens with physical disabilities living above poverty.

Port City will help consumers increase their earning potential by focusing on job skill building, integration, and job development.

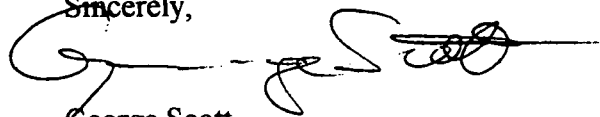
- 23. Access to Facilities - Percentage of public buildings and facilities accessible to Oregonians with physical disabilities.

Plan to raise 40% of the funds:

We have already raised \$458,000.00 towards the purchase, renovation, and development of the new facility. This is 25% of the two million needed. Port City has make a grant request to Meyer Trust Foundation and the Oregon Community Foundation for \$300,000.00 and \$100,000.00. Once we have received these funds, we will have raised \$858,000.00 or 38% of the two million needed. The additional funding will be acquired through individuals contributions and other fundraising events.

If you have any question feel free to contact me.

Sincerely,



George Scott  
Executive Director  
**PORT CITY**  
cc Dave Boyer

Enclosures



**BEFORE THE BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON  
RESOLUTION NO. 99- 142**

Authorizing Issuance of Revenue Bonds.

**The Board of County Commissioners finds:**

- a. The County is authorized pursuant to Oregon Revised Statutes Sections 288.805 to 288.945, inclusive, commonly known as the Uniform Revenue Bond Act (the "Act") to issue revenue bonds in an amount not to exceed \$2,000,000, to (1) acquire land, finance the costs of construction, renovation, improvement and equipping of certain facilities for Port City, a non-profit corporation (the "Project"); (2) fund a debt service reserve account; and (3) pay certain costs incidental thereto; and
- b. The County finds that it is financially feasible for the County and is in the County's best interests to provide funds for the Project; and
- c. The costs of the Project, including bond issuance costs and debt service reserves, is estimated to not exceed \$2,000,000; and
- d. The bonds will not be general obligations of the County, nor a charge upon its tax revenues, but will be payable solely from revenues derived from the County's leasing of the Project and a portion of the Motor Vehicle Rental Tax which the County may pledge to payment of the bonds; and
- e. The County shall cause to be prepared a plan showing that the estimated net revenues, which will be pledged or designated, are sufficient to pay the estimated debt to be incurred by the County under the revenue bond issue authorized by this resolution; and
- f. Resolution No. 98-69 adopted by the Board of Commissioners of the County on May 28, 1998 approves a financial policy to guide the County when issuing revenue bonds in partnership with non-profit agencies and designates the Director, Finance Division, to execute a certificate declaring official intent to reimburse expenditures incurred to finance the costs of the Project from the proceeds of the revenue bonds and authorizes the Director, Finance Division to enter into and execute documents necessary for the issuance and sale of the revenue bonds.
- g. By certificate dated June 8, 1999, executed by the Director, Finance Division, the County declared its official intent to reimburse incurred expenditures from the proceeds of the bonds. The interest on such bonds shall be excludable from gross income under Section 103 of the Internal Revenue Code of 1986, as amended (the "Code").

**The Board Resolves:**

1. Revenue Bonds Authorized. The County hereby authorizes to be issued an amount not to exceed \$2,000,000 of the County's Revenue Bonds, Series 1999 (Port City Project) (the "Bonds"), for the purpose of financing the Project, to fund a debt service reserve account and to pay costs incidental thereto.

The Bonds shall be issued in accordance with the terms and conditions set forth in a bond resolution to be adopted by the County no earlier than 60 days after publication of the notice described below.

2. Notice: Procedure.

- a. None of the \$2,000,000 of Bonds may be sold, and no purchase agreement for such amount of Bonds may be executed, until at least 60 days after publication of the Notice of Revenue Bond Authorization in substantially the form attached to this resolution as Exhibit "A" (the "Notice"). The Notice shall specify the last date on which petitions may be submitted, and shall be published in *The Oregonian*, Portland, Oregon, a newspaper of general circulation within the boundaries of the County, in the same manner as are other public notices of the County.

2. If petitions for an election, containing valid signatures of not less than five percent (5%) of the County's qualified electors, are received within the time indicated in the Notice, the question of issuing the \$2,000,000 of Bonds shall be placed on the ballot at the next legally available election date. If such petitions are received, no such amount of Bonds may be sold until this resolution and the question of issuing the Bonds is approved by a majority of the electors living within the boundaries of the County who vote on that question. Any such petitions will be subject to ORS 288.815.

3. Bonds Payable Solely From Revenues. The Bonds shall not be general obligations of the County, nor a charge upon its property tax revenues, but shall be payable solely from the revenues which the County pledges to payment of the Bonds pursuant to ORS 288.825(1).

ADOPTED this 8<sup>th</sup> day of July, 1999.



**BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON**

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

Beverly Stein, Chair

THOMAS SPONSER, COUNTY COUNSEL  
FOR MULTNOMAH COUNTY, OREGON

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

Thomas Sponsler, County Counsel

EXHIBIT "A"

NOTICE OF REVENUE BOND AUTHORIZATION

NOTICE IS HEREBY GIVEN that the Board of County Commissioners of Multnomah County, Oregon (the "County"), adopted Resolution No. 99-142 on July 8, 1999, authorizing the issuance of revenue bonds. The bonds will be issued to (1) acquire land, finance the costs of construction, renovation, improvement and equipping of certain facilities for Port City, a non-profit corporation (the "Project"); (2) fund a debt service reserve account; and (3) pay certain costs of issuance.

The County may establish by subsequent resolution all terms, conditions and covenants regarding the bonds and the revenues which are necessary or desirable to effect the sale of the bonds.

The County estimates that the bonds will be issued in an aggregate principal amount of not to exceed \$2,000,000. Bond principal and interest are expected to be paid from the Project revenues and a portion of the Motor Vehicle Rental Tax. The bonds will not be general obligations of the County, nor a charge upon its tax revenues, but will be payable solely from the revenues which the County pledges to the payment of the bonds.

If written petitions, signed by not less than five percent (5%) of the County's qualified electors, are filed at the Office of the County Clerk on or before \_\_\_\_\_, 1999 (the 61st day after the date of publication of the notice), the question of issuing \$2,000,000 of the revenue bonds shall be placed on the ballot at the next legally available election date. Any such petition shall be subject to ORS 288.815.

The Office of the County Clerk is located at the Elections Office, 1040 S.E. Morrison Street, Portland, Oregon 97214. Information on procedures for filing petitions may also be obtained at such address or by telephone at (503) 248-3720.

The resolution authorizing the bonds is available for inspection at the Office of the Board Clerk.

The bonds will be issued and sold under the Uniform Revenue Bond Act (ORS 288.805 to 288.945); this Notice is published pursuant to ORS 288.815(6).

BY ORDER OF THE BOARD OF COUNTY COMMISSIONERS: July 8, 1999.

Beverly Stein, Chair

Published \_\_\_\_\_, 1999.

MEETING DATE: JUL 08 1999  
AGENDA #: R-3  
ESTIMATED START TIME: 9:35

(Above Space for Board Clerk's Use ONLY)

### AGENDA PLACEMENT FORM

SUBJECT: Resolution Defining Funds for 1999-2000

BOARD BRIEFING: DATE REQUESTED: \_\_\_\_\_

REQUESTED BY: \_\_\_\_\_

AMOUNT OF TIME NEEDED: \_\_\_\_\_

REGULAR MEETING: DATE REQUESTED: July 8, 1999

AMOUNT OF TIME NEEDED: 5 minutes

DEPARTMENT: Support Services DIVISION: Finance

CONTACT: Dave Boyer /Mindy Harris TELEPHONE #: 83903 or 22766  
BLDG/ROOM #: 106/1430

PERSON(S) MAKING PRESENTATION: Dave Boyer

#### ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

#### SUGGESTED AGENDA TITLE:

Resolution defining the accounting structure and funds to be used by Multnomah County in 1999-2000.

7/13/99 copies to Dave Boyer

#### SIGNATURES REQUIRED:

ELECTED  
OFFICIAL: \_\_\_\_\_  
(OR)  
DEPARTMENT  
MANAGER: On Vickie S. Jones

99 JUN 23 PM 2:00  
MULTNOMAH COUNTY  
OREGON

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



# MULTNOMAH COUNTY, OREGON

## DEPARTMENT OF SUPPORT SERVICES FINANCE DIVISION

### COUNTY COMMISSIONERS

BEVERLY STEIN, CHAIR  
DIANE LINN, DISTRICT #1  
SERENA CRUZ, DISTRICT #2  
LISA NAITO, DISTRICT #3  
SHARRON KELLEY, DISTRICT #4

DIRECTORS OFFICE  
ACCOUNTS PAYABLE  
GENERAL LEDGER  
PAYROLL  
TREASURY  
LAN ADMINISTRATION


PORTLAND BUILDING  
1120 SW FIFTH AVENUE, SUITE 1430  
PO BOX 14700  
PORTLAND, OR 97293-0700  
PHONE (503) 248-3312  
FAX (503) 248-3292

CONTRACTS  
MATERIEL MANAGEMENT  
PURCHASING

FORD BUILDING  
2505 SE 11<sup>TH</sup> 1<sup>ST</sup> FLOOR  
PORTLAND, OR 97202  
PHONE (503) 248-5111  
FAX (503) 248-3252  
TOD (503) 248-5170

## MEMORANDUM

TO: Board of County Commissioners

FROM: Dave Boyer, Finance Director 

DATE: June 23, 1999

REQUESTED PLACEMENT DATE: July 8, 1999

SUBJECT: Resolution Defining the Funds to be Used in Fiscal Year 1999-2000

### I. Recommendation / Action Requested:

Adopt the Resolution

### II. Background / Analysis:

Each year the Board is asked to ratify the fund structure by which the County does its accounting. The resolution lists all the funds in place as of July 1, segregates them by type of fund, and briefly describes the revenues and expenditures for which each fund accounts. Fund Structure is consistent with the budget document.

### III. Financial Impact:

None

### IV. Legal Issues:

None

### V. Controversial Issues:

None likely.

VI. Link to Current County Policies:

The County's Financial Policy on Fund Accounting Structure requires the Finance Director to prepare a resolution each year defining the various County funds, and to define funds in accordance with generally accepted accounting principles.

VII. Citizen Participation:

CIC reviews dedicated revenue funds annually and reports to the Board on their use and advisability.

VIII. Other Government Participation:

N/A

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

**RESOLUTION No. 99 – 143**

Adopting and Defining the Various County Funds

**The Board of County Commissioners finds:**

- A. The Board has the responsibility to ensure that the County's financial records are maintained; and
- B. The Chair of the Board is responsible under MCC 7.001 for the fiscal operations of the County; and
- C. The Board has established various funds in the County's 1999-2000 Budget;

**The Board Resolves:**

The following policies and fund structure are the guidelines for the financial accounting of County resources and expenditures.

**GOVERNMENTAL FUNDS**

**Basis of Accounting**

The County maintains all Governmental Fund Types including: the General Fund, Special Revenue Funds, Debt Service Funds, and Capital Project Funds using the modified accrual basis of accounting. Under the modified accrual basis of accounting, revenues are recorded in the accounting period in which they become measurable and available, and expenditures are recorded at the time liabilities are incurred.

**GENERAL FUND**

**General Fund (100)** - Accounts for the financial operations of the County which are not accounted for in any other fund. The principal sources of revenue are property taxes, business income taxes, motor vehicle rental taxes, intergovernmental revenue, and interest income. Primary expenditures in the General Fund are made for general government, public safety, health services, aging services, and youth and family services.

The General Fund also accounts for the repayment of short-term debt interest expenses incurred through the sale of short-term promissory notes.

**SPECIAL REVENUE FUNDS**

Special Revenue Funds are authorized for a specific purpose and generally operate on a year-to-year basis until the Fund is discontinued or revised by proper legislative authority. In the event the Fund is discontinued, any excess funds would be returned to the originating jurisdiction or the County General Fund.

**Strategic Investment Program Fund (140)** – Accounts for revenues from large corporations receiving property tax abatements and paying fees to the County for specific purposes as part of the agreement by which those taxes were reduced. Expenditures are partly restricted by contractual obligations, and partly are at the discretion of the County for Community Service Fees, the statutorily required payment by the companies that equals one fourth of the annual tax savings enjoyed by the company.

**Road Fund (150)** - In accordance with ORS 366.524 - 366.542 and ORS 368.705, accounts for revenues primarily received from the State of Oregon motor vehicle fee apportionment, County gasoline taxes, federal reserve yield, and interest income. Expenditures are restricted by Article IX, Section 3A of the Constitution of the State of Oregon and consist of construction, repair, maintenance, and operations of public highways and roads.

**Emergency Communications Fund (151)** - Accounts for revenues received from the State Telephone Excise Tax. Expenditures are restricted for the Emergency Communication Network in conjunction with the City of Portland, pursuant to Multnomah County Code 5.90.060.

**Bicycle Path Construction Fund (154)** - Accounts for one percent of State of Oregon Motor Vehicle fees collected pursuant to ORS 366.514. Expenditures are restricted by ORS for bicycle path construction and maintenance.

**Recreation Fund (155)** – Accounts for State revenue paid to counties to supplement their parks programs. The revenues are County Marine Fuel Tax and RV License Fee Sharing. The General Fund contributes an amount to cover the cost of operating tours at the Bybee-Howell historical park. The expenditures of the fund are payments to Metro to which the County transferred all parks operations in 1994.

**Federal/State Program Fund (156)** - Accounts for the majority of dedicated revenues and expenditures related to federal and state financial assistance programs (grants). Also accounts for General Fund contributions (match) and operational revenues.

**County School Fund (157)** - Accounts for funds transferred from General Fund and Forest Reserve yield revenues received from the State pursuant to ORS 328.005 - 328.035. Funds are distributed to the County School districts.

**Tax Title Land Sales Fund (158)** - Accounts for the receipt and sale of foreclosed properties. Under the provision of ORS 275.275, these revenues are distributed to the taxing districts in Multnomah County.

**Animal Control Fund (159)** - Accounts for revenues from dog and cat licenses, control fees. Cash transfers are made to the General Fund for animal control activities.

**Willamette River Bridge Fund (161)** - Accounts for State of Oregon Motor Vehicle fees and County gasoline taxes which are transferred from the Road Fund. Expenditures are made for inspections and maintenance of the Hawthorne, Morrison, Burnside, Sellwood, and Broadway bridges.



**Library Fund (162)** - Accounts for the Multnomah County Public Library operations. Property taxes from a five-year special serial levy and transfers from the General Fund are the principal sources of revenue. The Multnomah County Public Library was established by Ordinance 649 pursuant to ORS 357.400 - 375.610.

**Special Excise Taxes Fund (166)** - Accounts for a portion of the County's transient lodging taxes collected from all hotels and motels in the County and motor vehicle rental tax collected from rental agencies. Expenditures are to be used for Convention Center and regional arts and culture purposes pursuant to Multnomah County Code 11.300 and 11.400.

**Land Corner Preservation Fund (167)** - Accounts for the collection of recording fees on real property transactions and surveying activities. Expenditures are made for the establishment, re-establishment, and maintenance of public corners of government surveys pursuant to ORS 203.148.

**Inmate Welfare Fund (168)** - Accounts for the proceeds from the sale of commissary items. Purchases are made for supplies for inmates in County jails. Excess funds are used on inmate amenities such as recreation equipment for the institutions.

**Jail Levy Fund (169)** - Accounts for public safety programs. Property taxes transferred from the General Fund are the principal source of revenue. The expenditures recorded in this fund are those of the Inverness Jail, and related Corrections programs.

**Assessment and Taxation Fund (175)** - This fund was established as a result of the adoption of a statewide system aimed at assuring the quality and consistency of property assessment and tax collection of all counties, by the Oregon Legislature in 1989. This system involves State Department of Revenue examination of all Oregon counties' Assessment and Taxation budgets, includes a partial subsidy of those budgets based on recording fees imposed in 1989.

**Justice Services Special Operations Fund (180)** - This fund accounts for revenues and expenditures that are dedicated to Justice Services in the Community Corrections Department, the District Attorney's Office, and the Sheriff's Office. Revenues are primarily probation fees, criminal processing assessment fees, conciliation court fees and marriage license fees for the Community Corrections Department. This fund also accounts for revenues received from forfeitures and video lottery for the District Attorney's Office. In addition to the above, this fund accounts for the Sheriff's Office revenues received from forfeitures, alarm permits, concealed weapon permits, gun ordinance fees and liquor license fees collected for civil processing inspection.

## **DEBT SERVICE FUNDS**

Debt Service Funds exist until all long-term debt is repaid. Once the debt is repaid, any receipts remaining in the fund are returned to the originating jurisdiction or County General Fund.

**Revenue Bond Sinking Fund (224)** - Accounts for the principal and interest payments on bonds issued to acquire and construct non-profit facilities that are being financed in

partnership with the County. The revenues are derived from lease of the facilities constructed with bond proceeds and from the pledge of the Motor Vehicle Rental Tax, a General Fund Revenue.

**Capital Lease Retirement Fund (225)** - Accounts for lease/purchase principal and interest payments for buildings and major pieces of equipment acquired by the issuance of Certificates of Participation or other lease/purchase arrangements. Revenues consist of service reimbursements and cash transfers from other County funds.

**General Obligation Bond Sinking Fund - (226)** - This fund accounts for the retirement of General Obligation Bonds approved in May 1993 and in May 1996 to repair the Central Library and construction of the Midland Library. Proceeds are derived from property taxes and interest earned on the cash balances.

### **CAPITAL PROJECTS FUNDS**

Capital Projects Funds operate until the capital project is completed. Upon completion, any remaining cash is transferred to the Debt Service Fund to retire debt associated with the construction or acquisition of designated fixed assets or to the originating source of the funds.

**Justice Bond Project Fund (230)** - This fund accounts for projects to expand Inverness Jail, construct new jail facilities, upgrade other jail facilities, and pay for major data processing linkages in the Corrections system. Proceeds are derived from the sale of General Obligation Bonds approved by the voters May 21, 1996 and interest earned on these proceeds.

**Revenue Bond Projects Fund (231)** - Accounts for the acquisition and construction of non-profit facilities that are being financed in partnership with the County. The proceeds are from issue of revenue bonds to be repaid from operational revenues of the facilities financed by revenue bonds and fund raising revenues.

**SB 1145 Fund (232)** - Accounts for State revenue to build jail beds to house convicted felons with sentences under twelve months. Until 1997, these felons were historically a responsibility of the State. The 1995 Legislature (in SB 1145) shifted that responsibility to counties and agreed to fund the construction of detention facilities and operational costs so that counties could assume the task of supervising these felons. The revenues are payments from the State of Oregon.

**Equipment Lease/Purchase Fund (234)** - Accounts for expenditures for long-term lease purchases of equipment. Resources are derived from certificates of participation proceeds and other lease/purchase agreements and General Fund service reimbursements.

**Facilities Lease/Purchase Project Fund (235)** - Accounts for expenditures for long-term lease/purchases of property, remodeling, and construction of County facilities. Resources are derived from certificates of participation proceeds and other lease/purchase agreements and General Fund service reimbursements.

**Library Construction Fund (236)** - This fund accounts for the expansion of the Midland Library and renovation of the Central Library. Proceeds are derived from the sale of General Obligation Bonds approved by the voters May 18, 1993 and interest earned on these proceeds.

**Library Construction Fund (237)** - This fund accounts for the renovation of branch libraries, and upgrades to Library computer systems and linkages. Proceeds are derived from the sale of General Obligation Bonds approved by the voters May 21, 1996 and interest earned on these proceeds.

**Capital Improvement Fund (240)** - Accounts for the proceeds derived from the sale of unrestricted property, interest income, and any service reimbursement or operating revenue from leased facilities. Expenditures are made for capital acquisitions or for the retirement of lease/purchases. Authorized by Resolution 96-138.

**Capital Acquisition Fund (245)** - Accounts for capital purchases with economic payoffs of less than five years and acquisition of computer equipment. Expenditures will be reimbursed over time by service reimbursements charged to the budgets of programs for which equipment is purchased and by service reimbursement charges for the computers funded by the flat fee program.

## **PROPRIETARY FUNDS**

### **Basis of Accounting**

The County maintains all Proprietary Fund Types including: Enterprise Funds using the full accrual basis of accounting. Under the accrual basis of accounting, revenues are recorded at the time they are earned, and expenses are recorded at the time liabilities are incurred.

Internal Service Funds are entirely or predominantly self-supporting by user charges, operating earnings, or transfers from other funds. These funds, authorized under ORS 294.470, are considered to have indefinite life. In the event the fund is discontinued, any excess funds would be returned to the originating jurisdictions or County Fund.

## **ENTERPRISE FUNDS**

**Behavioral Health Managed Care Fund (395)** - Accounts for all financial activity associated with the State required Children's Capitated Mental Health program. This includes payments to providers with whom the County contracts for services. Revenues are capitation payments from the State to the County.

## **INTERNAL SERVICE FUNDS**

**Risk Management Fund (400)** - Accounts for all internal service reimbursements, revenues, and expenses associated with the County's insurance requirements and administration of workers' compensation, general liability, tort, auto, property, employee medical, dental, vision, life and long-term disability claims and insurance, employee benefits, health promotion, post-retirement benefits, and unemployment insured and self-insured programs pursuant to Multnomah County Code 7.101.

**Fleet Management Fund (401)** - Accounts for internal service reimbursements, revenues and expenses associated with the administration and operation of the County's motor vehicle fleet and electronics.

**Telephone Fund (402)** - Accounts for internal service reimbursements, revenues and expenses associated with the administration and operation of the County's telephone system.

**Data Processing Fund (403)** - Accounts for internal service reimbursements, revenues and expenses associated with the administration and operation of the County's data processing services and operations. This fund includes replacement and upgrade of personal computers and a standard software suite common to all County users.

**Mail Distribution Fund (404)** - Accounts for internal service reimbursements, revenues and expenses associated with the administration and operation of the County's U.S. Mail, internal distribution and delivery.

**Facilities Management Fund (410)** - Accounts for internal service reimbursements, revenues and expenses associated with the administration and operation of the County's property management, custodial, maintenance and leasing of all County-owned and leased property.

#### **FIDUCIARY (AGENCY) FUNDS**

These agency funds account for resources received and held by the County in a fiduciary capacity. Disbursements are made in accordance with the agreement or applicable legislative enactment for each particular fund. The agency funds are as follows:

**Public Guardian Fund (450)** - Accounts for receipts and disbursements for individuals who are not capable of handling their own financial affairs.

**Library Retirement Fund (480)** - Accounts for the receipt and disbursement of funds for the Library Retirement Plan. The fund was established in Fiscal Year 1990-91 as a result of the Library merging with the County.

**Sundry Taxing Bodies Fund (500)** - Accounts for the collection of property taxes for all governmental entities located in Multnomah County and the disbursement of the collections to such entities.

**Clearing Fund (503)** - Accounts for Multnomah County checks outstanding, accrued payroll and payroll deductions payable and investments.

**Deferred Compensation Fund (515)** - Accounts for voluntary withholdings from employee's wages on which income taxes are deferred until the time of withdrawal.

**Department and Offices Agency Fund (505)** - Accounts for the collection and disbursement of various receipts held. Multnomah County maintains several sub-funds which are used to account for the receipt of resources held by the

County in a fiduciary capacity. Disbursements are made in accordance with the agreement or applicable legislative enactment for each particular fund:

**Sheriff's Revolving (853)** - Accounts for the costs of extraditing prisoners which are prepaid by the County. Reimbursement is received from the State of Oregon as specified in ORS 206.315.

**Inmate Trust (854)** - Accounts for the personal cash transactions of inmates incarcerated in the County jails.

**Medical Examiner (865)** - Accounts for funds belonging to deceased persons. The County holds these funds until they are claimed by the deceased's heirs or, after five years, are transferred to the State Land Board.

**MCSO Forfeitures (880)** - Accounts for cash transactions subject to forfeiture under 1989 Oregon Law, Chapter 791.

**Animal Control Grooming Area (887)** - Accounts for donations held in trust to remodel the existing grooming area at Animal Control and for new equipment.

**Animal Care Trust (888)** - Accounts for private donations held in trust to provide special or extended care (above the basic level of humane care) to animals housed at the Animal Control Shelter.

**Animal Control Adoption Outreach Project (889)** - Accounts for donations held in trust to operate the Second Chance Adoption Program at Clackamas Town Center storefront for animals not adopted at regional Animal Control Centers.

**Lea Wikman Memorial Trust (902)** - Accounts for donations held in trust to provide funding of projects that primarily benefit low income east Multnomah County residents.

This Resolution replaces Resolution No. 98-68.

ADOPTED this 8th day of July 1999.



Reviewed by:

A handwritten signature in cursive script, reading "Thomas Sponsler".

Thomas Sponsler, County Counsel  
Of Multnomah County, Oregon

Board of County Commissioners  
Multnomah County, Oregon

By A handwritten signature in cursive script, reading "Beverly Stein".  
Beverly Stein, Chair

MEETING DATE: JUL 08 1999  
AGENDA #: R-4  
ESTIMATED START TIME: 9:40

(Above Space for Board Clerk's Use ONLY)

### AGENDA PLACEMENT FORM

SUBJECT: Multnomah County Financial and Budget Policy for Fiscal Year 1999/2000

BOARD BRIEFING: DATE REQUESTED: \_\_\_\_\_  
REQUESTED BY: \_\_\_\_\_  
AMOUNT OF TIME NEEDED: \_\_\_\_\_

REGULAR MEETING: DATE REQUESTED: July 8, 1999  
AMOUNT OF TIME NEEDED: 15 -26 Minutes

DEPARTMENT: DSS DIVISION: Finance and Budget & Quality

CONTACT: Dave Boyer or Dave Warren TELEPHONE #: 83903 or 83822  
BLDG/ROOM #: 106/1430

PERSON(S) MAKING PRESENTATION: Dave Boyer / Dave Warren

#### ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

#### SUGGESTED AGENDA TITLE:

Review and Adoption of fiscal year 1999-2000 Financial and Budget Policies

7/13/99 copies to DAVE BOYER & DAVE WARREN

#### SIGNATURES REQUIRED:

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

(OR)  
DEPARTMENT  
MANAGER: \_\_\_\_\_

*Boyer* *Lickie* *L. Gale*

CLERK OF  
COUNTY COMMISSIONERS  
JUL 26 11 2 AM '99  
MULTNOMAH COUNTY  
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277



# MULTNOMAH COUNTY, OREGON

## DEPARTMENT OF SUPPORT SERVICES

### FINANCE DIVISION

#### COUNTY COMMISSIONERS

BEVERLY STEIN, CHAIR  
DIANE LINN, DISTRICT #1  
SERENA CRUZ, DISTRICT #2  
LISA NAITO, DISTRICT #3  
SHARRON KELLEY, DISTRICT #4

DIRECTORS OFFICE  
ACCOUNTS PAYABLE  
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PORTLAND BUILDING  
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PORTLAND, OR 97202  
PHONE (503) 248-5111  
FAX (503) 248-3252  
TDD (503) 248-5170

## MEMORANDUM

TO: Board of County Commissioners

FROM: David Boyer, Finance Director *DB*  
Dave Warren, Budget Manager *DCW*

DATE: June 23, 1999

AGENDA DATE: July 8, 1999

SUBJECT: Review and Approve Financial and Budget Policies for Multnomah County

### I. Recommendation / Action:

Approve the 1999-2000 County Financial and Budget Policies.

### II. Background / Analysis:

In August 1994, the Board established a set of financial and budget policies for Multnomah County. In August 1995 the Board revised and adopted these policies. Each year the Finance and Budget Policies are updated and are included in the adopted budget. The 1999-2000 approved budget includes the financial and budget policy that Budget & Quality and Finance is recommending for the 1999-2000 fiscal year.

There are several changes being recommended. They are as follows:

- Contingency section has been modified to recognize that the County no longer does quarterly contingency reviews and to recognize that the Board sets up some programs to be funded from Contingency if accurate estimates are not available.
- Increased revenue bond dollar amount allowed for partnering with non-profits. Increase will accommodate two non-profits that have submitted applications. Total amount raised to \$8 million.
- Added Hospital Authority Financing to debt section.
- Added Limited tax obligation financings to debt section. This provision was added during the 1999 legislative session.

- Updated various other sections with current year information. No policy changes.

### III. Financial Impact:

No immediate financial impact will result from this action. The existence of the policies, and the County's adherence to them, has a positive effect on bond rating agencies which generally lowers the interest rates paid by the County on bonds. The policies are designed to preserve the County's overall fiscal stability.

### IV. Legal Issues:

None

### V. Controversial Issues:

The policy question on establishing a reserve fund for the library levy fund needs to be discussed as it may have an impact on programs. The County could begin funding these reserve funds in FY 2000 -2001.

### VI. Link to Current County Policy:

These policies will continue to define the financial activities of the County for the next year.

### VII. Citizen Participation:

None

### VIII. Other Government Participation:

None



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

**RESOLUTION NO. 99-144**

Adopting Financial and Budget Policies for Multnomah County, Oregon

**The Board of County Commissioners finds:**

The Board is the fiscal authority for Multnomah County government;

The Department of Support Services is responsible under MCC 7.001 for the budget and fiscal operations of the County;

The Director of Support Services is responsible for the preparation and management of the budget and for the management of the financial operations of the County;

A financial and budget policy will provide for prudent financial practices.

**The Board resolves:**


1. The Financial and Budget Policies set forth in Exhibit A are the policies of Multnomah County.
2. The Director of Support Services is directed to administer these Financial and Budget Policies.
3. The Director of Support Services is directed to review and update these policies as needed but not less than annually.
4. The Director of Support Services is directed to inform the Board on the status of these policies annually.

This Resolution replaces Resolution No. 98-69.

Adopted this 8<sup>th</sup> day of July, 1999.



Reviewed by:

  
Thomas Sponsler County Counsel  
of Multnomah County, Oregon

Board of County Commissioners  
Multnomah County, Oregon

By

  
Beverly Stein, Chair

## **EXHIBIT A**



**MULTNOMAH COUNTY OREGON**

### **FINANCIAL AND BUDGET POLICY**

**FISCAL YEAR 1999-2000**

Prepared by: Department of Support Services; Finance Division and Budget and Quality Division

# FINANCIAL AND BUDGET POLICY

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# **FINANCIAL AND BUDGET POLICY**

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## **OBJECTIVES**

The objectives of this financial policy are:

1. To preserve capital through prudent budgeting and financial management.
2. To achieve the most productive use of County funds that meets the goals of the Board of County Commissioners.
3. To ensure that all finance-related activities meet generally accepted accounting principles.
4. To achieve a stable balance between the County's ongoing financial commitments and the continuing revenues available to the County.
5. To provide an accountable form of Government to the citizens of Multnomah County.

# **FINANCIAL AND BUDGET POLICY**

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## **TAX REVENUES**

### **BACKGROUND:**

During the past decade Multnomah County has faced major decisions about the level and kind of taxation it should or could impose.

In 1986 and 1987 the Board twice increased the Business Income Tax (BIT) rate to cover the cost of expanded social and correction programs. In 1991, following passage of the Measure 5 limits on property taxes, the Board considered, but did not pass, a third increase in the Business Income Tax rate to offset some of the lost property tax revenue.

In response to a proposal of the Library Board (which had been tasked with recommending a long-term dedicated revenue source to replace property tax support of the Library system) the Board passed a utility excise tax in 1992, then rescinded the tax in 1993 before it took effect.

The 1990 passage of Measure 5 presented all local governments with a different kind of taxation problem: an increase in property tax levies by any government had the potential of reducing the property tax receipts of all other local governments. To avoid this possibility, Multnomah County and the cities of Portland, Troutdale, Fairview and Wood Village agreed not to propose levies that would change their relative 1992-93 shares of the \$10 constitutional cap.

In November 1996, the voters of the State of Oregon approved a constitutional amendment, Ballot Measure 47, further limiting property taxes. In May 1997, the voters approved Ballot Measure 50 and repealed Measure 47. For fiscal year 1998, Measure 50 reduced the amount of property taxes imposed statewide by 17% from authorized levels (except taxes to pay exempt bonded indebtedness or Local Option levies approved by voters). Measure 50 limited the growth in taxable property value to 3% per year. It also requires that general obligation bonds and local option taxes must be approved by a majority of the voters at general election in even numbered years or at any other election in which not less than 50% of eligible registered voters cast a ballot.

In November 1997, Multnomah County voters approved a five year Library Local Option Levy. The levy will cost property owners 59 cents per thousand of assessed value per year.

In March 1998, Multnomah County voters imposed a temporary .5% Business Income Tax surcharge for tax year 1998 – one year only. The revenue generated from this surcharge is dedicated to supplement the various school districts within Multnomah County. It is expected that this temporary increase will generate approximately \$12.5 million.

In 1999 the County was approached with a proposal to increase the rates of both the Transient Lodging Tax and Motor vehicle Rental Tax to dedicate the proceeds to Metro for funding an expanded Convention Center. The Board has not yet addressed this proposal but the 1999-2000 budget assumes that the taxes will be increased.

All of these tax decisions were made in an atmosphere of intense public and internal debate. Those debates consistently referred to these common factors: the progressivity of the tax, its administrative costs, its impact on the economy of the region, its effect on other local

## **FINANCIAL AND BUDGET POLICY**

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governments, and the degree to which the tax might be acceptable to the public.

### **POLICY STATEMENT:**

The Board recognizes that taxation is necessary to provide public services to the citizens of the county. When considering changes to the County's tax structure, the Board will consider the following:

1. The ability of taxpayers to pay the taxes.
2. The impact of the taxes imposed by the County on other local governments.
3. The effect of taxes on the economy in the county.
4. Administration and collection costs of the taxes.
5. The ease of understanding the taxes by the taxpayers.

### **STATUS:**

The County has several sources of tax revenue. These sources include property taxes, which are paid based on an established assessed value of real, personal and utility property. Except for general obligation bond levies and local option taxes, County property taxes increase with the growth in assessed value. That assessed value growth is limited to 3% per year plus changes as a result of annexation, rezoning, and new construction. The County collects property taxes in three ways.

- a "permanent tax rate," the reduced combination of the County's "tax base" and two serial levies in effect when Measure 50 was approved.
- property taxes for the retirement of voter approved general obligation bonds (\$15,651,680 in 1999-00).
- a local option levy for Library services.

Business entities doing business in Multnomah County pay business income taxes (MCBIT) based on their net income.

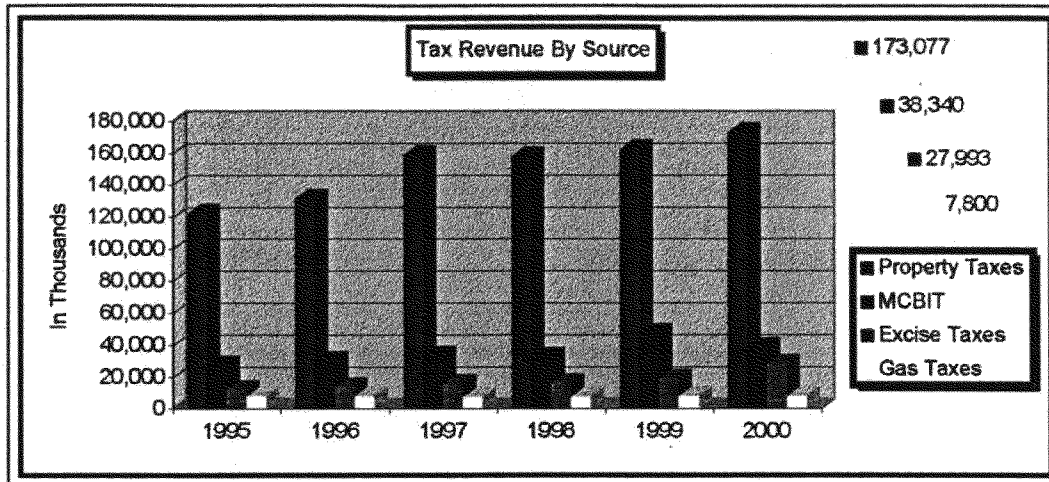
The County has two excise taxes, a Motor Vehicle Rental Tax and a Transient Lodging Tax. Motor vehicle rental taxes are assessed on the gross income generated from short-term vehicle rentals. Transient lodging taxes are basically imposed on room rental rates at hotels/motels. The Transient Lodging Taxes collected are (with minor exceptions) passed through to Metro for Convention Center operations and funding of the operations of the Performing Arts Center and Regional Art and Culture Council.

The County also imposes a gasoline tax that is dedicated to roads.

The County's tax revenues represent about 46% of the total Governmental Fund Type

## FINANCIAL AND BUDGET POLICY

revenues (General and Special Revenue Funds). The graph depicts the tax revenue by source since fiscal 1995. (1999 & 2000 are budgeted amounts).



## FINANCIAL AND BUDGET POLICY

### SHORT TERM LOCAL REVENUES

#### BACKGROUND:

Short-term revenues are sources of limited duration. The main source of these revenues has been serial levies for jail and library services and, since the passage of Measure 50, a five-year local option levy for Library services. Continued use of short-term revenues for ongoing programs places these programs or other programs at risk if the voters fail to approve subsequent limited term levies.

In fiscal year 1997-98, the dollar amounts of the library and public safety levies were combined with the County's general fund tax base amount to establish the permanent property tax rate per \$1,000 of assessed value. The serial levies, which were merged with the tax base into a permanent tax rate, are no longer dedicated revenues.

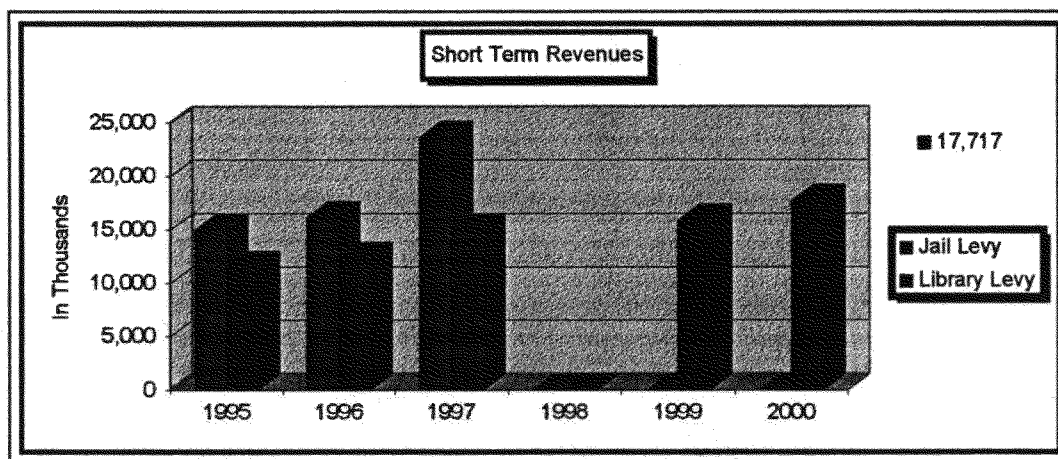
Measure 50 requires that any property tax measure needs both a majority vote and a 50% voter turnout unless it is voted on at a general election. Because of the new voter requirement, it will be more difficult to obtain voter approval for short-term property tax revenues. Perhaps more important, the Constitution makes no provision for a government to change its permanent tax rate.

#### POLICY STATEMENT:

It is the goal of the Board to use short term revenue sources to fund priority service programs only after all other sources of revenue have been analyzed and have been determined not to be feasible for funding the service.

#### STATUS:

On November 4, 1997, the voters approved a five year local option levy for library services. This levy will cost property owners 59 cents per thousand of assessed value per year. The following graph reflects the use of short term revenues since 1995 (1999 and 2000 are budget).





# **FINANCIAL AND BUDGET POLICY**

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## **TRANSPORTATION FINANCING**

### **BACKGROUND:**

Transportation infrastructure, roads and bridges, has not been funded adequately for either ongoing maintenance or capital improvements. In the Portland metropolitan area, growth is placing additional demands on the transportation system. Ongoing maintenance and improvements to this system are needed to continue economic growth, to alleviate existing transportation problems and to maintain the livability of the region.

Multnomah County's five year Capital Improvement Plan (CIP) has identified \$150 million (1998 dollars) in transportation projects for the road system and anticipated revenues of only \$20 million over the same period. Cities in Multnomah County are experiencing similar shortfalls in meeting the demand on their local systems.

Multnomah County also maintains and operates the Willamette River Bridges. These bridges are a critical link in a highly integrated transportation system. Regional growth makes it increasingly essential to keep all bridges in good working order with a minimum of downtime. The CIP identified a 20 year need for construction and maintenance on the Willamette River Bridges that will cost \$277 million and an estimated \$102 million of revenues available to address the costs.

In 1996, the County was prepared to participate in a regional election increasing the vehicle registration fee to pay for transportation improvements. The program was developed through the Joint Policy Advisory Committee on Transportation (JPACT). At the request of Governor, JPACT agreed to wait for the increase through the 1997 Oregon Legislature. The legislation to provide a statewide solution to the transportation funding needs failed during the 1997 legislative session.

In November 1997, the Board proposed a local vehicle registration fee dedicated to transportation construction. That measure was rejected by the voters.

### **POLICY STATEMENT:**

It is the policy of the Board to support statewide and regional funding for transportation related needs. However, if statewide and regional funding packages fails the County will work with jurisdictions within the County boundaries to address the transportation funding needs of local governments located in Multnomah County.

### **STATUS:**

The 1999 Legislature is considering adding four cents to the State gasoline tax and sharing it with local governments. It is also considering a \$10 additional vehicle registration fee per year per vehicle for vehicles registered in a county that has had ten percent of the aggregate population growth of the state since 1980. Priority use of revenue from this source in Multnomah County would be the Willamette River Bridges.

On the other hand, the Legislature is also considering referring to the voters an amendment to the Oregon Constitution allowing limited funding of State Police from fuel taxes and other taxes or excises on ownership, operation, or use of motor vehicles. Such an amendment would potentially reduce revenue available for transportation.

# **FINANCIAL AND BUDGET POLICY**

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## **FEDERAL/STATE GRANT AND FOUNDATION REVENUES**

### **BACKGROUND:**

Federal and State grant funds have increased significantly over the last ten years. Most of these revenues are restricted to a specific purpose such as mental health or community correction programs. Grants and Foundation funds are used for an array of County services and may offer an opportunity to assist the County in leveraging other funds. This policy statement is not intended to apply to Federal and State shared revenues, entitlements or fees for services.

### **POLICY STATEMENT:**

The Board understands that grants from other governments and private sources represent both opportunities and risks. Grants allow the County to provide basic or enhanced levels of service and to cover gaps in the array of services the County otherwise offers. Grants may also commit the County to serve larger or different groups of clients and put pressure on County-generated revenues if the dedicated revenue source is withdrawn. When applying for a grant, the Board will consider:

1. The opportunities for leveraging other funds for continuing the grant/foundation related program.
2. How much locally generated revenue will be required to supplement the grant/foundation revenue source.
3. Whether the grant/foundation source will cover the full cost of the proposed program, or whether the County is expected to provide support and overhead functions to the program.
4. The degree of stability of the funding source.
5. Whether decline or withdrawal of the grant/foundation revenue source creates a budgetary expectation that the County will continue the program.
6. If the grant/foundation funds used for pilot or model programs will result in a more efficient way of doing business.

### **STATUS:**

The 1999-2000 Federal State Budget has grant revenue sources of about \$147,400,000. The County General Fund matches these programs with another \$68,000,000 and service charges and other revenues account for about \$5,000,000.

# FINANCIAL AND BUDGET POLICY

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## INDIRECT COST ALLOCATION

### BACKGROUND:

The Federal and State Governments recognize that the cost of providing services includes the overhead cost of support services. Generally, federal and state grantors allow programs to recover indirect charges based on an indirect cost allocation plan. The County has historically prepared an indirect cost allocation plan in accordance with federal guidelines. The central services in the Cost Allocation Plan include, but are not limited to: the County Auditor, County Counsel, Employee Services, Equipment Use, Finance, Insurance, Labor Relations, Budget and Quality, Purchasing, Radio, and Records. Overhead rates will vary depending on the use of support service functions and departmental administrative costs that are not charged directly to the program. A flow-through rate is also charged against funds that are received by the County and passed through to other entities at the discretion of the funding provider.

### POLICY STATEMENT:

Generally it is the policy of the Board to recover from dedicated revenue sources the full cost of programs supported by those sources. The full cost includes the appropriate proportionate share of the cost of County overhead functions, both central and departmental, that is attributable to programs funded with dedicated revenues.

The exception to the above policy is when the grantor agency does not allow the grantee to charge indirect costs or only allows a set indirect cost rate. The Board will have the final authority to accept a grant that does not allow the recovery of all or part of the indirect charge.

The Finance Division is responsible for preparing an Indirect Cost Allocation Plan that meets the requirements of the Office of Management and Budget (Federal Government Agency) Circular A-87. Central service and departmental administrative support provided to non-General Fund programs, activities, and or functions that are not recovered by internal service charges or billed directly to dedicated revenues will be recovered through an indirect cost based on the approved Indirect Cost Allocation Plan. The plan will be updated annually.

### STATUS:

The County is in compliance with this policy. The overhead rates for fiscal year 1999-2000 are as follows:

Department/Office	% Rate
Community and Family Services	10.04%
Aging Services	3.10%
Juvenile & Adult Community Justice Services	5.18%
Health Services	13.71%
District Attorney	7.91%
Sheriff's Office	12.55%
Environmental Services	4.41%
Other County	3.73%
Library Services	7.28%
Flow Through Funds	.70%

# **FINANCIAL AND BUDGET POLICY**

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## **RECURRING COSTS AND ONE-TIME-ONLY REVENUES**

### **BACKGROUND:**

Unrestricted one-time-only revenues present organizations with temptations that are hard to resist. In the short run it appears more beneficial to allocate such resources to the highest priority public service that would otherwise be unfunded than to restrict their spending to cover costs that will not recur in following years. However, the result of this practice is to expand operational levels and public expectations beyond the capacity of the organization to generate continuing funding. This inevitably produces shortfalls and crisis.

Sustaining an ongoing program level by deferring necessary expenditures or by incurring future obligations also inevitably produces shortfalls and crisis.

### **POLICY STATEMENT:**

It is the policy of the Board that the County will fund ongoing programs with ongoing revenues.

When the County receives unrestricted one-time-only revenue, the Board will consider setting these funds aside for reserves or allocating them to projects or programs that will not require future financial commitments. The Board will use the following criteria when allocating these one-time-only receipts:

1. The level of reserves set aside as established by this policy.
2. The County's capital needs set out in the five year Capital Improvement Plan or Information Systems Development Plan.
3. One-time only spending proposals for projects or pilot programs, particularly investments that may result in long-term efficiencies or savings that do not require additional ongoing costs.
4. One-time only dollars that encourage innovative ideas or technology.

### **STATUS:**

During budget deliberations the Budget and Quality Manager is responsible for providing a list of sources and uses of one-time only funds and informing the Chair and the Board on the recommended use of the funds received.

# **FINANCIAL AND BUDGET POLICY**

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## **USER FEES, SALES and INTERGOVERNMENTAL REVENUES**

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### **BACKGROUND:**

User fees are generally intended to cover all the costs or an agreed upon portion of the costs for providing services. Inflation or increased service delivery can erode the established user fees if the cost of service increases faster than revenue from the fee increases.

### **POLICY STATEMENT:**

It is the general policy of the Board that user fees and service charges will be established at a level to recover the costs to provide services. Exceptions to this policy will be made depending on the benefit to the user of the service, ability of the user to pay for the service, benefit to County citizens, and the type of service provided.

As part of budget deliberations and during negotiations of Intergovernmental Agreements, Departments will be responsible for informing the Chair of a fully loaded cost analysis presenting the fee structure necessary to recover 100% of the cost of providing the service. Departments will also recommend whether fees or charges in each area should be set to recover 100% of the costs or be set at a lower rate such as sliding scale fees. The recommendation to the Chair will consider the benefits to an individual or agency, benefits to the citizens of the County, and the financial capacity of the users to pay for the service. The Budget and Quality Division is responsible for ensuring that departments are including all the costs associated with providing the service.

User fees and service charges collected by County agencies will be periodically reviewed. All fees and service charges will be reviewed each four years with approximately 25% of the fees and charges reviewed each fiscal year. Based on this review, the Chair will make recommendations to the Board regarding proposed changes, additions or deletions to current fee or service charge schedules.

Revenues generated from sales and commissions on sales of goods and services sold in County owned or leased facilities are to be credited to the County's General Fund unless the revenues are:

1. Generated for inmate welfare commissary operations.
2. Generated in Library facilities used for Library operations.
3. The Board grants an exception.

### **STATUS:**

Departments are generally responsible for reviewing the fees and charges associated with their operations on an annual basis. Budget and Quality requires departments to complete information on those revenues during preparation of the annual budget. There are four County departments which generate the majority of fee revenue – Environmental Services, Health, Sheriff's Office and Community Justice. A complete review of the fees charged for services provided by the Health Department was conducted during 1998-99.

The 1999-2000 budget includes roughly \$300,000 for a license fee on pet food. This amount only represents a portion of a full year of revenue.

# **FINANCIAL AND BUDGET POLICY**

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## **ENTREPRENEURIAL ACTIVITIES**

### **BACKGROUND:**

As a consequence of carrying out duties or mandated functions, County programs and employees develop or acquire specialized skills, assemble information, and create educational and/or operational systems. Business, other governments or clients, who are not the primary focus of the County operation, may find these products or services economically valuable and are willing to pay for the specialized skills or products that relate to their business. In addition, County owned land or buildings may be strategically located or suitable for certain entrepreneurial activities.

Multnomah County will actively seek opportunities to sell a product or a service. When an opportunity does occur, County managers and policy makers face a complex decision about whether the activity will produce revenue; whether the revenue would benefit taxpayers who indirectly supported the development of the product or service; how the County should conduct itself in the marketplace consistent with the purposes for which the product or services was developed; and the use of the net revenue.

### **POLICY STATEMENT:**

The Board wishes to reduce the cost of services to taxpayers as much as possible consistent with fairness, common sense and ethical consideration.

The primary purpose of the County engaging in any entrepreneurial activity will be that the dissemination of the product itself serves a public interest (broadly defined) independent of the net revenue obtained and the County will conduct itself in the marketplace accordingly. The Board recognizes that the decision to engage in entrepreneurial activities requires consideration of economic and public policy factors. In deciding whether to market County services and/or products the Board will consider the following:

1. Any legal restrictions that would prevent the action.
2. The ability of a County program to provide the service or product without allowing the marketing to interfere with its primary purpose.
3. Whether the product or service is superior, unique or benefits the taxpayers in the market, which may include location considerations.
4. The appropriateness of the product as it relates to a public agency.
5. The impact of marketing the particular service on the private sector providers of the same or related services. In general, the County should not compete with its taxpayers except where clearly justified under criterion 3 above.
6. The potential return compared to development or marketing cost associated with the proposed action.
7. Whether the County will subsidize its costs for providing the product or service.
8. In general, net revenues from entrepreneurial activity will be used to support or enhance the services linked to or used in the development of the product. The Board may make exceptions from time to time and use the revenues to fund other County priority services.

### **STATUS:**

The County continues to explore entrepreneurial opportunities.

# **FINANCIAL AND BUDGET POLICY**

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## **RESERVES**

### **BACKGROUND:**

Annually using all available ongoing revenue to pay for ongoing programs can result in fluctuations in program levels as revenues vary from one year to the next. Programs added in one year based on positive short term receipts can cause programs of equivalent cost being cut in the next year if economic factors cause those revenues not to grow as fast as costs. This has a detrimental effect on service delivery over time. It reduces efficiency. It also sets up difficult budget problems that could be avoided if program decisions were made in the context of the County's long-term financial capacity rather than on the basis of revenue available from one year to the next.

Maintaining an appropriate reserve assists the County in maintaining its favorable bond rating, which is currently Aa1 from Moody's Investors Service. Moody's established benchmark for the General Fund Balance or reserve is a dollar amount equal to at least 5% of General Fund revenues. The Library Levy Fund and the Public Safety Levy Fund also face pressures and budget problems similar to the General Fund. The fluctuations in revenues are not as great in the levy funds and therefore, the reserve requirements can be maintained at a lower amount.

### **POLICY STATEMENT:**

The Board understands that to avoid financial instability, continuing requirements should be insulated from temporary fluctuations in revenues.

It is the goal of the Board to maintain reserve account in the General Fund, designated as unappropriated fund balance, funded at approximately 5% of the total budgeted requirements of the General Fund. In calculating the General Fund reserve requirement, the cash transfers to the two levy funds and the unappropriated balance itself will be excluded from requirements.

It is also the goal of the Board to maintain reserve accounts in the Library Levy Fund and Public Safety Fund at approximately 2% of the total budgeted requirements of each of the funds. The reserves for the levy funds are anticipated to be funded in fiscal year 2001-2002.

The reserve accounts are to be used when basic revenue growth falls below the rate of basic revenue change achieved during the prior ten years.\* In years when basic revenue growth falls below long term average growth, the Board will reduce the unappropriated fund balance to continue high priority services that could not otherwise be funded by current revenues. If the reserve account is so used, to maintain fiscal integrity, the Board will not use more than 40% of the actual reserve in a fiscal year and the Board will restore the account within two years of its use.

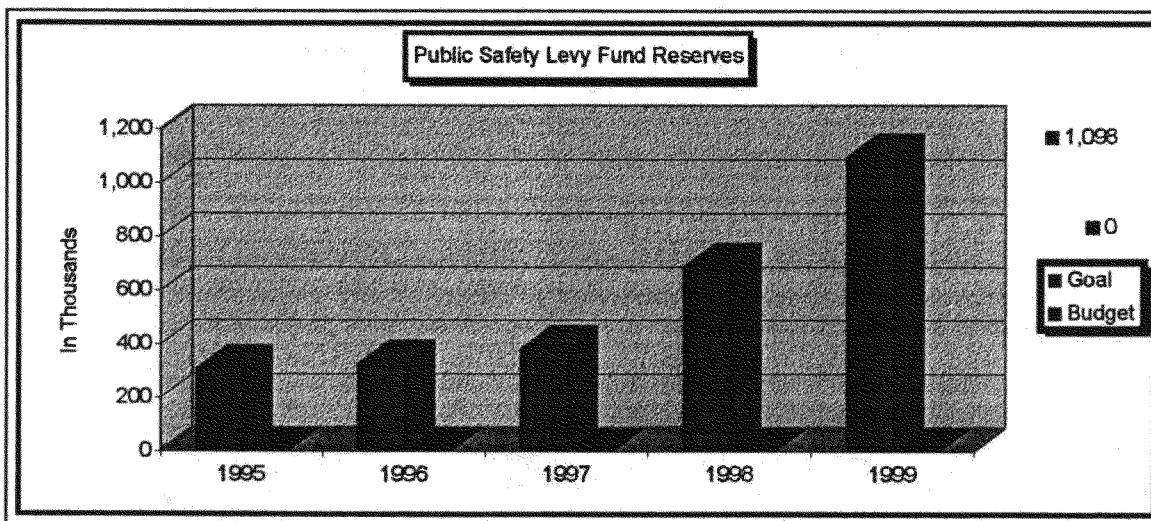
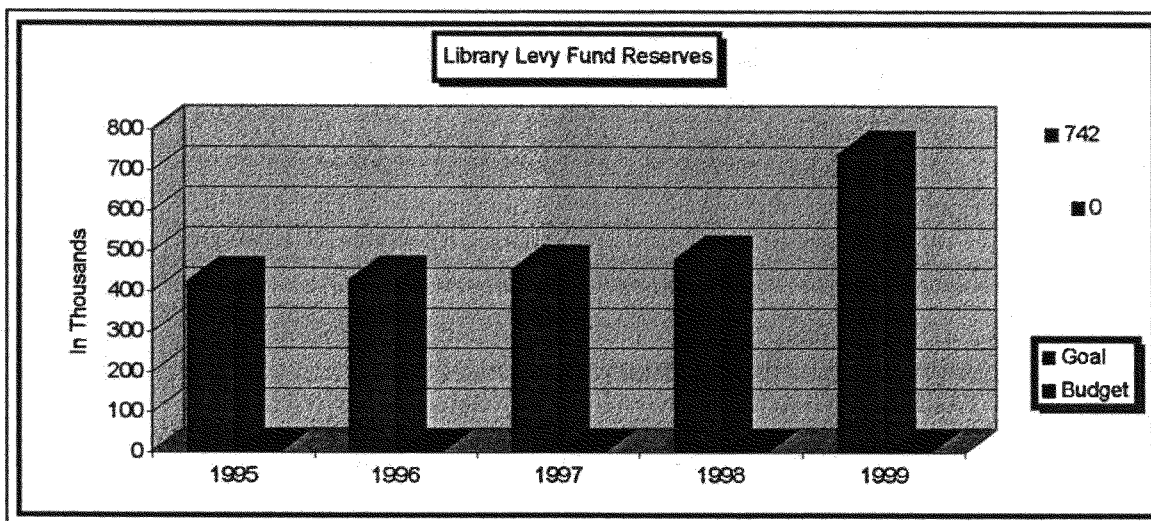
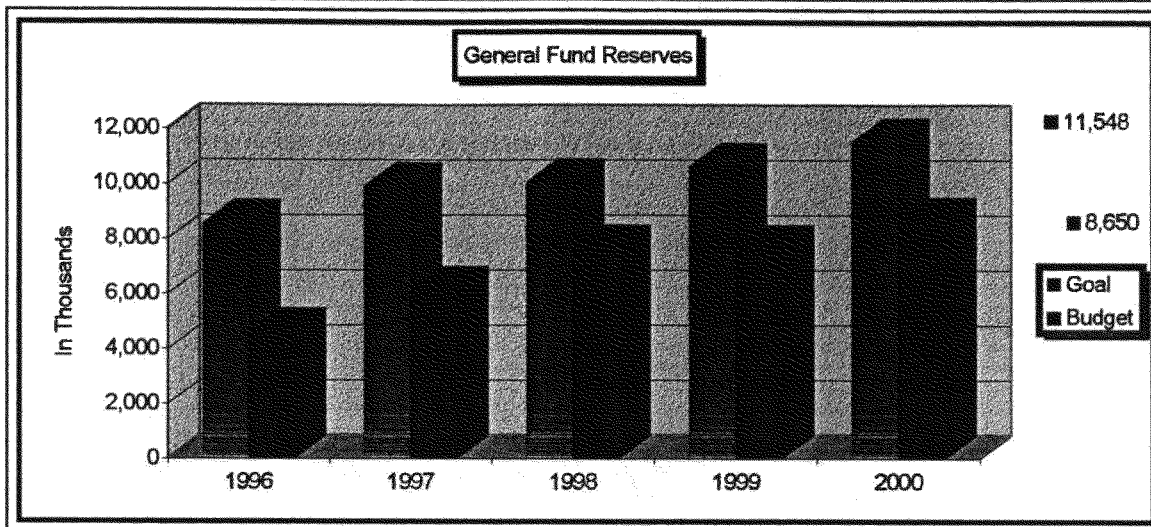
### **STATUS:**

The following graphs show the reserve goal to budgeted reserves since 1996. The budgeted reserves do not include funds for contingency or emergency situations.

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\* "Basic revenue" is defined as the sum of General Fund property tax, business income tax, motor vehicle rental tax, cigarette tax, liquor tax and interest income. "Growth" is defined as total increase in fiscal year compared to the amount in the prior fiscal year, adjusted for changes in collection method, accrual method, or legislation defining the rate or terms under which the revenue is to be collected.

## FINANCIAL AND BUDGET POLICY





# **FINANCIAL AND BUDGET POLICY**

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## **GENERAL FUND EMERGENCY CONTINGENCY**

### **BACKGROUND:**

General Fund contingency transfers have a significant effect on the annual budget process by reducing the amount of ending working capital that is carried over to the subsequent fiscal year. Contingency transfers should be reviewed in the context of other budget decisions so that higher priority projects are not jeopardized.

### **POLICY STATEMENT:**

The Board understands that in order to avoid financial instability, continuing requirements cannot increase faster than continuing revenues.

It is the policy of the Board to establish an emergency contingency account in the General Fund, as authorized by ORS 294.352, each fiscal year during the budget process. The account will be funded at a level consistent with actual use of transfers from contingency during the prior ten years.

To achieve financial stability, the following are guidelines to be used by the Board in considering requests for transfers from the General Fund Contingency Account:

1. Approve no contingency requests for purposes other than "one-time only" allocations.
2. Limit contingency funding to the following:
  - a) Emergency situations which, if left unattended, will jeopardize the health and safety of the community.
  - b) Unanticipated expenditures that are necessary to keep previous public commitment, or fulfill a legislative or contractual mandate, or can be demonstrated to result in significant administrative or programmatic efficiencies that cannot be covered by existing appropriations.
3. The Board may, when it adopts the budget for a fiscal year, specify programs which it wishes to review during the year and increase the Contingency account to provide financial capacity to support those programs if it chooses. Contingency funding of such programs complies with this policy.

### **STATUS:**

The Budget and Quality Manager is responsible for informing the Board if contingency requests submitted for Board approval meet the criteria of this policy. In addition, each year the Board will receive a report on the prior year contingency actions. This report will include the total dollar amount of contingency requests, dollar amount approved and dollar amount that did not meet the criteria of this policy.

# **FINANCIAL AND BUDGET POLICY**

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## **COMPENSATION**

### **BACKGROUND:**

Wage and benefit increases are negotiated between collective bargaining units and the County. In addition the Board authorizes wage and benefit increases to exempt employees by ordinance.

### **POLICY STATEMENT:**

When any wage or benefit increase is authorized in an amount exceeding budgeted setasides for such wage and benefit increases, the alternatives considered for funding such increases shall include:

1. A budget reduction in the affected department or elsewhere in the County; or
2. An additional draw on contingency; or,
3. A combination of the above.

All tentative approved labor agreements or proposed exempt compensation packages presented to the Board for final approval shall contain, in writing, the following specific costing:

1. Estimates in percentage increases of the wage benefit and package as a whole for all years of the agreement or ordinance, as well as the absolute dollar amount of such increases; and
2. A specific narrative remark, if possible, of any future fiscal impacts of the contract or ordinance and financial impact on any language changes in the contract or ordinance. Such remarks shall address any estimated effects on the unfunded liability of the pension fund, any other fund or any other funded or unfunded liability.

### **STATUS:**

This policy has been complied with throughout the prior fiscal year.

## FINANCIAL AND BUDGET POLICY

### ALLOCATIONS FOR FACILITIES MAINTENANCE AND REPAIR

#### BACKGROUND:

Multnomah County owns in excess of 50 buildings at a historical cost of about \$250 million. In 1999-2000 we will spend approximately \$4.7 million on major maintenance and improvements to those buildings out of the General Fund. The \$4.7 million excludes specific facilities that are being funded by bonds, State certificates of participation funds, or certificates of participation. The County will also sell revenue bonds in the amount of about \$16 million to catch up on our deferred maintenance backlog.

The structural maintenance of the County's capital plant is largely a non-discretionary activity. That is, the question is not whether such expenditures are necessary but in what year to schedule the expenditure on particular projects. Deferral of spending on capital projects builds an unfunded liability that there is no way to avoid sooner or later.

#### POLICY STATEMENT:

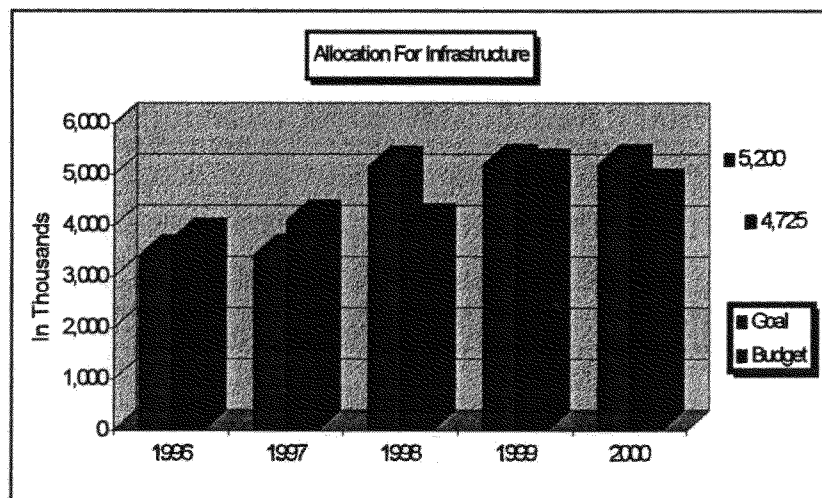
The Board recognizes that an adequate ongoing level of funding for capital improvements is essential to avoid costly reconstruction or replacement of capital assets. These capital assets include County buildings, bridges and roads.

It is the policy of the Board to maintain a Capital Improvement Program (CIP) Plan covering a period of five years. The Plan is to provide for anticipated future major improvements and maintenance to County owned and leased capital assets and provide for additional and replacement capital assets. The Plan will include major construction to be undertaken by the County, no matter what the funding source. The Plan will be reviewed and updated annually.

It is the goal of the Board to fund, out of the General Fund, the County's capital maintenance need at approximately 2% of the historical cost of County buildings. (2% represents a depreciation factor of depreciating the facilities over a 50 year period). In addition, to prevent the continued deterioration, Facilities Management will collect \$1.65 per square foot of space in County owned facilities beginning in FY 1999.

#### STATUS:

The five year CIP Plan has been developed and was updated for fiscal year 1995-96. The current funding of capital needs is about \$500,000 short of the goal. The following graph depicts the goal and actual for fiscal 1996 to 2000 (1999 & 2000, budget estimates).



## **FINANCIAL AND BUDGET POLICY**

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### **SALE OF UNRESTRICTED COUNTY PROPERTY**

#### **BACKGROUND:**

On April 19, 1990, the Board adopted Resolution 90-57 creating the Capital Improvement Fund and Natural Areas acquisition Fund. These funds were created to restrict the use of proceeds received from the sale of unrestricted County property for future capital requirements and the acquisition, protection and management of natural areas. On October 7, 1993, the Board adopted Resolution 93-338 amending Resolution 90-57 to clarify that the funds deposited in the Natural Areas Acquisition Fund were to be 50% of the proceeds from the sale of undeveloped unrestricted property only. Resolution 93-338 also directed the Board to review the division of money between the funds in three years or upon the establishment of a regional funding source for natural areas. In May 1995 the voters of the Tri-County Region approved a general obligation measure authorizing Metro to issue \$135.6 million in general obligation bonds to acquire open spaces. In addition the ownership and operations of the parks in Multnomah County were transferred over to Metro effective July 1, 1996.

Over the last several years the County has been presented with several opportunities to improve efficiencies by acquiring equipment and/or by redirecting building rental payments to pay for the acquisition of a facility. The Capital Improvement Fund paid for these investments initially and the annual savings or the redirected expenditure was repaid to the Capital Improvement Fund. In response to this the Board adopted Resolution 96-138 repealing Resolutions 90-57 and 93-338 and directing the proceeds from the sale of unrestricted County property to the Capital Improvement Fund and Capital Acquisitions Fund.

#### **POLICY STATEMENT:**

All proceeds from the sale of unrestricted property (not including land swaps) and interest earnings on the deposited proceeds are to be credited equally to the Capital Improvement Fund and Capital Acquisition Fund. The sale of several facilities to help finance the Multnomah Building and East County Facility will be a temporary exception to this policy.

Disbursements made from the Capital Improvement Fund are to be related to the purchase of property and/or improvements included in the County's Five Year Capital Plan.

Disbursements made from the Capital Acquisition Fund will be used to enable the County to take advantage of capital acquisition opportunities that may arise. The capital asset acquisition must have a useful life of at least five years. The asset must also demonstrate that the savings generated or the redirection of current expenditures will have a pay-back period of five years or less. Departments requesting funds from the Capital Acquisition Fund to take advantage of such an opportunity must present an issues and opportunities fact sheet to the Budget and Quality and Finance Division detailing the merits and financial impacts of the proposal. If approved by the Budget and Quality and Finance Divisions, the proposal will be presented to the Board for their approval. If approved, the Department will budget a service reimbursement sufficient to make the Capital Acquisition Fund whole within a five-year period.

This service reimbursement must include interest charges at the County's investment pool rate at the time of the acquisition.

#### **STATUS:**

In compliance.

# FINANCIAL AND BUDGET POLICY

## LONG-TERM LIABILITIES

### BACKGROUND:

The Financial Accounting Standards Board has issued various statements which require private sector organizations to record long-term liabilities in their financial records. The Governmental Accounting Standards Board has been moving towards private sector accounting standards and is requiring governmental organizations to either record long-term liabilities in the financial records of the organization or disclose the liabilities in the notes to the financial statements. To avoid having the Board or future Boards face huge unfunded liabilities, beginning in the mid 1980's, the County began funding many of its unfunded liabilities. By funding these liabilities over time the County will not be faced with funding liabilities without the resources to fund them. The practice of funding long-term liabilities has a favorable impact on our bond rating. The following is quoted from our most recent credit report: "The County's historically strong financial management is underscored by its response to revenue limitations imposed by Measure 5 beginning in fiscal year 1992. In addition to making dramatic program cuts and organizational changes, the County nevertheless continued its policy on funding long-term liabilities. The County's high credit rating is supported by the strong economy, sound financial management, high level of cooperation with underlying jurisdictions and moderate debt position."

### POLICY STATEMENT:

Except for vacation liability, it is the goal of the Board to fund 100% of all long term liabilities that are required by the Governmental Accounting Standards Board (GASB) to be disclosed or accounted for in the County's comprehensive annual financial report. Vacation liabilities will be funded at the salary amount but not include benefits. These liabilities include, but are not limited to; accrued vacation, medical & dental incurred but not reported (IBNR) claims, workers compensation IBNR claims, liability IBNR claims, post retirement benefits, and Library Retirement Plan benefits. The Finance Director is responsible for ensuring that these liabilities are funded according to the actual liability or the actuarially determined liability.

### STATUS:

The following is the June 30, 1998, funding level of each liability (\$ in thousands):

Type of Liability	Total Liability	Amount Funded	Percent Funded
Vacation (1)	\$ 11,962	\$ 9,917	82.90%
Self Insurance (2)	8,081	8,081	100.00%
Post Retirement (3)	10,788	9,023	83.68%
Library Retirement (4)	6,715	5,655	84.21%
Total	\$ 37,546	\$ 32,676	87.02%

(1) GASB requires a portion of the vacation liability be recorded and the remaining amount be disclosed.

(2) GASB requires self-insurance claims be recorded as a liability in the financial statements.

(3) GASB requires employer paid benefits extended to retirees be disclosed in the financial statements.

(4) The Library Retirement Funds are required to be disclosed. Funds are dedicated to former employees of the Library Association of Portland.

# **FINANCIAL AND BUDGET POLICY**

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## **ACCOUNTING AND AUDITS**

### **BACKGROUND:**

Under ORS 294 the County is required to have the County's financial records audited by an independent accounting firm annually.

### **POLICY STATEMENT:**

The Board understands that the County's accounting system and financial records are required by State law to be maintained according to Generally Accepted Accounting Principles (GAAP), standards of the Government Finance Officers Association (GFOA) and the principles established by the Governmental Accounting Standards Board (GASB), including all effective pronouncements.

Multnomah County's Ordinance No. 660 as amended, which established an Audit Committee, audit procedures and audit rules, will apply to all financial audits. The basic duties of the Audit Committee are:

1. Review the scope and general extent of the external auditor's planned examination.
2. Review with management and the external auditor the financial results of the audit.
3. Review with the external auditor the performance of the County's financial and accounting personnel.
4. Review written responses of management letter comments and single audit comments.
5. Present Audit, Single Audit and Report to Management to the Board.
6. Select the external auditor.

The Comprehensive Annual Financial Report (CAFR) shall be sent to grantor agencies and rating agencies on a regular basis and at such other times as may be deemed appropriate in order to maintain effective relations.

It is the goal of the Board to maintain a fully integrated automated financial system that meets the needs of the County. This financial system is to include; general ledger, accounts payable, accounts receivable, purchasing, payroll and cost accounting for all applicable operations. The financial system will be maintained on a monthly basis to monitor expenditures and revenues, budget and actual.

### **STATUS:**

In compliance.

# **FINANCIAL AND BUDGET POLICY**

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## **FUND ACCOUNTING STRUCTURE**

### **BACKGROUND:**

According to local budget law and generally accepted accounting principles the County is required to establish and maintain various funds. To ensure that the Board is informed of the various funds Finance has historically presented to the Board the County's fund structure each year when the budget is adopted.

### **POLICY STATEMENT:**

The Finance Director is responsible for preparing and presenting a resolution defining the various County funds to the Board each fiscal year.

The County will follow generally accepted accounting principles number three and number four when creating a fund and determining if the fund is to be a dedicated fund.

**PRINCIPLE 3 TYPES OF FUNDS:** The following types of funds should be used by state and local governments:

### **GOVERNMENTAL FUNDS**

General Fund - to account for all financial resources except those required to be accounted for in another fund.

Special Revenue Funds - to account for the proceeds of specific revenue sources (other than expendable trusts or for major capital projects) that are legally restricted to expenditure for specified purposes.

Capital Projects Funds - to account for financial resources to be used for the acquisition or construction of major facilities (other than those financed by proprietary funds and trust funds).

Debt Service Funds - to account for the accumulation of resources for, and the payment of, general long-term debt principal and interest.

### **PROPRIETARY FUNDS**

Enterprise Funds - to account for operations (a) that are financed and operated in a manner similar to private business enterprises-where the intent of the governing body is that costs (expenses, including depreciation) of providing goods or services to the general public on a continuing basis be financed or recovered primarily through user charges; or (b) where the governing body has decided that periodic determination of revenue earned, expenses incurred, and/or net income is appropriate for capital maintenance, public policy, management control, or accountability.

Internal Service Funds - to account for the financing of goods or services provided by one department or agency to other departments or agencies of the governmental unit, or to other governmental units, on a cost-reimbursement basis.

## **FINANCIAL AND BUDGET POLICY**

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### **FIDUCIARY FUNDS**

Trust and Agency Funds - to account for assets held by a governmental unit in a trustee capacity or as an agent for individuals, private organizations, governmental units, and/or other funds. These include (a) Expendable Trust Funds, (b) Nonexpendable Trust Funds, (c) Pension Trust Funds, and (d) Agency Funds.

**PRINCIPLE 4 NUMBER OF FUNDS:** Governmental units should establish and maintain those funds required by law and sound financial administration. Only the minimum number of funds consistent with legal and operating requirements should be established, however, since unnecessary funds result in inflexibility, undue complexity, and inefficient financial administration.

**STATUS:**

In compliance. Note that in the 1999-2000 budget the number of bonded debt sinking funds has been decreased.



# FINANCIAL AND BUDGET POLICY

## LIQUIDITY AND ACCOUNTS PAYABLE

### BACKGROUND:

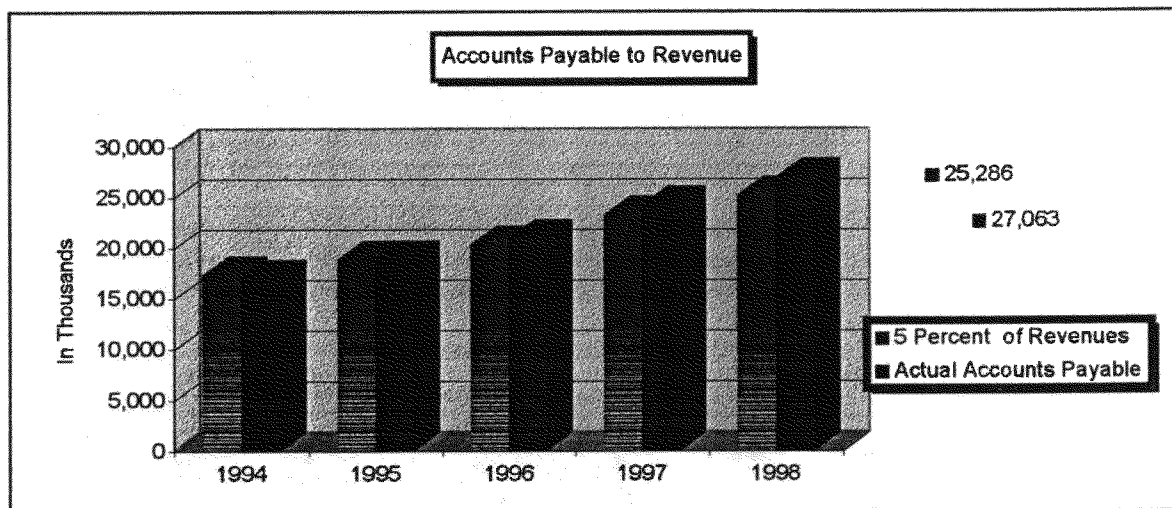
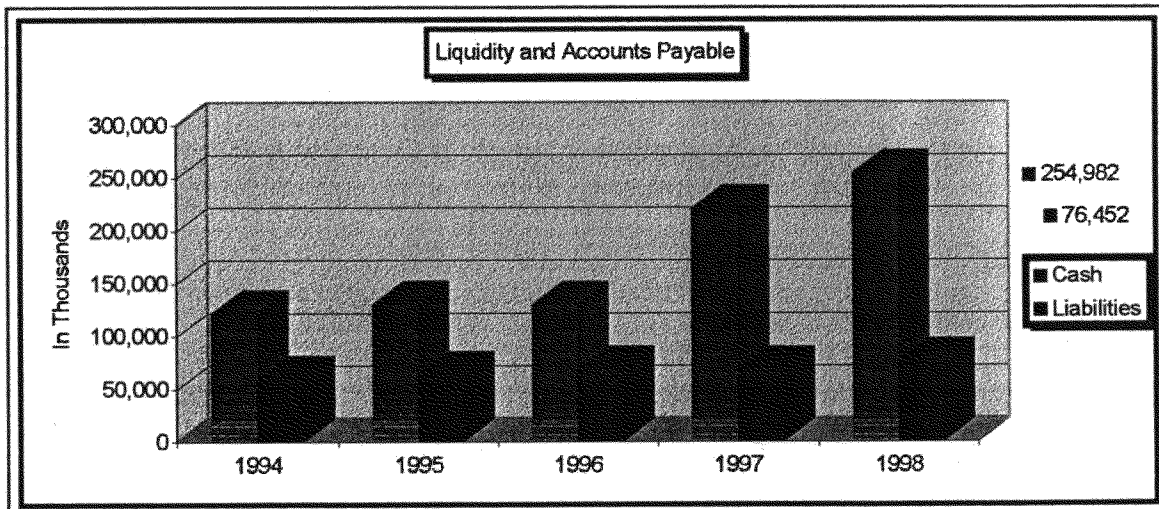
Liquidity is the ratio of cash and short-term investments to current liabilities including amounts held in trust and reflects the County's ability to pay its short-term debts and accounts payable. Cash and Investments in the capital projects funds and debt retirement funds are long-term cash and investments. The credit rating industry considers a liquidity ratio of \$1 of cash to \$1 of debt as an acceptable liquidity ratio. Generally the County has maintained about \$2 of available cash to every \$1 of current liabilities.

### POLICY STATEMENT:

The County will strive to maintain a liquidity ratio of at least \$1 dollar of cash and short-term investments to each \$1 dollar of current liabilities. The County will also strive to maintain year end accounts payable equal to or less than 5% of operating revenues as recorded in the County's Governmental Fund Types.

### STATUS:

The County is in compliance. The following graphs depicts the comparison of cash and investments to current liabilities and accounts payable to revenues for fiscal years 1994 to 1998.



# FINANCIAL AND BUDGET POLICY

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## BANKING, CASH MANAGEMENT AND INVESTMENTS

### BACKGROUND:

Multnomah County maintains an active investment program. An investment policy was first formalized in 1982 and has been revised several times since. These policies incorporate various Oregon Revised Statute Codes which specify the types and maturity restrictions that local governments may purchase. The County's Investment Policy also contains self-imposed constraints in order to effectively safeguard the public funds involved.

### POLICY STATEMENT:

Banking services shall be solicited at least every five years on a competitive basis. The Finance Director is authorized to act as "Custodial Officer" of Multnomah County and is responsible for performing the treasury functions of the County under ORS 208, 287, 294 and 295 and the County's Home Rule Charter. In carrying out these duties and functions, the Finance Director is authorized to establish internal Finance Division policy that meets generally accepted auditing standards relating to cash management.

In accordance with ORS 294.135, Multnomah County's investment transactions shall be governed by a written investment policy, which will be reviewed and adopted annually by the Board of County Commissioners. The investment policy will include the investment objectives, diversification, limitations and reporting requirements. In accordance with MCC 2.60.305 through 2.60.315 the County will utilize an independent Investment Advisory Board to review the County's investment plan and investment performance. Unrecognized gains or losses on investments will be recorded in the County's financial report.

### STATUS:

The County is in compliance with this policy. Banking services were put out to bid in the Spring of 1997. Services to be re-bid in 2002. The following is the County's June 30, 1998 investment portfolio summary (\$ in thousands):

Description	Market Value	Cost Basis
U.S. Government Securities	\$ 10,220	\$ 10,198
U.S. Government Agencies	143,805	143,823
Repurchase Agreements	24,000	24,000
Commercial Paper	47,234	47,230
Bankers' Acceptances	9,902	9,903
LGIP	16,354	16,354
Library Pension	10,722	10,722
Cash Deposits	3,521	3,521
Total	<u>\$ 265,704</u>	<u>\$ 265,751</u>

# **FINANCIAL AND BUDGET POLICY**

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## **SHORT-TERM AND LONG-TERM DEBT FINANCINGS**

### **BACKGROUND:**

Prior to 1988, the County had maintained a pay-as-you-go philosophy for financing capital projects. The philosophy of pay-as-you-go may be costly in some ways due to cost acceleration in inflationary periods. Over-utilized facilities generate higher operation and maintenance costs and the citizens are not served well by over-utilized or nonexistent facilities. An alternative is to issue debt which is sometimes referred to as pay-as-you-use. The philosophy of issuing debt for public projects is to have the citizens benefiting from the project pay for the debt retirement costs.

### **POLICY STATEMENT:**

All financings are to be issued in accordance with the County's Home Rule Charter and applicable State and Federal Laws.

1. Short-Term Debt. If it is determined by the Finance Division that the General Fund cash flow requirements will be in a deficit position prior to receiving property tax revenues in November, the County will issue short-term debt to meet the anticipated cash flow requirements. When financing a capital project, Bond Anticipation Notes or a Line of Credit may be issued if such financings will result in a financial benefit to the County. Before issuing short-term debt the Board must authorize the financing by adopting a resolution.
2. Bonds and other Long-Term Obligations. It is the policy of the Board that the County will attempt to meet its capital maintenance, replacement or acquisition requirements on a pay as you go basis. If the dollar amount of the capital requirement cannot be met on a pay as you go basis, if it is financially beneficial to issue bonds or COPs, and if the project has been determined to benefit future citizens, the County will evaluate the feasibility of issuing a long-term debt financing instrument.
3. All long-term financings must provide the County with an economic gain or be as a result of a mandate by the Federal or State Government or court. Under no circumstances will current operations be funded from the proceeds of long-term borrowing.
4. It is also the policy of the Board to purchase or lease/purchase facilities, instead of renting, when the programs or agencies being housed in the facility are performing essential governmental functions.
5. When issuing debt, the County will follow the Government Finance Officers Association recommended practice of selecting and managing the method of sale of State and Local Government Bonds.
6. If capital expenditures are anticipated to be incurred prior to the issuance of the debt, the Board authorizes the Finance Director to execute a declaration of official intent "DOI" with regard to such expenditure. The DOI must express the County's reasonable expectations that it will issue debt to reimburse the described expenditures. It must contain a general description of the project and state the estimated principal amount of obligations expected to be issued to finance the project. A copy of the DOI shall be sent to the Board.

## **FINANCIAL AND BUDGET POLICY**

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7. The following are the different types of financings the County may use to fund its major capital acquisitions or improvements.

- a) Revenue Bonds may be used whenever possible to finance public improvements which can be shown to be self-supported by dedicated revenue sources, needed for infrastructure or economic development or approved by the Board for specific purposes.
  - i) Revenue supported bonds are to be used to limit the dependency on property taxes for those projects with available revenue sources, whether self-generated or dedicated from other sources.
  - ii) Adequate financial feasibility studies are to be performed for each project to determine the adequacy of the dedicated revenue source.
- b) General Obligation Bonds (G.O. bonding) will be used to finance capital projects which have been determined to be essential to the maintenance or development of the County.
  - i) Capital improvement projects will be analyzed, prioritized and designated as to essential characteristics through the CIP committee process.
  - ii) Use of G.O. bonding will only be considered after exploring alternative funding sources such as Federal and State grants and project revenues.
- c) Limited Tax Bonds will be considered as a financing method if Revenue bonding or G.O. bonding is not feasible . w
- d) Lease-Purchases or Certificate of Participation will be considered as a financing method if Revenue bonding or G.O. bonding is not feasible.
- e) All leases and limited tax bonds as reported in the County's comprehensive annual financial report under the Long-Term Obligation Account Group will be limited as follows:
  - i) Annual lease-purchase payments or limited tax bond payments recorded in the respective Funds or Capital Lease Retirement Fund will be limited to 5% of the total revenues of the fund supporting the lease payment.
  - ii) All acquisitions will be limited to the economic life of the capital acquisition or improvement and in no cases shall exceed 20 years.
  - iii) All acquisitions must fit within the County's mission, goals & objectives or governmental role.
  - iv) All annual lease-purchase or bond payments must be included in the originating Departments' adopted budget or in the facilities management's building service reimbursement .
- f) Refundings or Advance Refundings will be done if there is a present value savings of

## **FINANCIAL AND BUDGET POLICY**

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3% or more or if the restructuring of the financing will benefit the County.

- g) Intergovernmental agreements with the State of Oregon for Energy Loans.
- h) It is the policy of the Board not to form Local Improvement Districts (LIDs) for purposes of issuing debt to finance LID improvements. The reasoning for not forming LIDs is because of the added costs of administering the LIDs, the small number of citizens served, and the potential risk that in the event of default by the property owners, the County's General Fund will have to provide funds to retire any outstanding obligations.
- i) It is the policy of the Board to act as an "Issuer" of conduit financing for any private college, university, hospital, or non-profit organization that is located in Multnomah County and is eligible to use this type of financing. The County will charge a fee of \$1.00 per \$1,000 of bonds issued or \$10,000, whichever is greater, to act as an issuer for the organization. This fee is to offset any administrative costs that may be incurred by the County when acting as an issuer. The County will retain bond counsel to represent the County on any legal issues including any risks associated with the conduit financing. The university or college will be assessed an additional fee to cover any bond counsel expenses incurred by the County. In addition to the fees established above, the organization must have a Moody's rating of Baa or better or BBB rating from Standard and Poor's and must not condone any discriminatory practices or policies. The Board of County Commissioners must approve each conduit financing issue.
- j) External financial advisors, underwriters and bond counsel will be selected in accordance with the County's Administrative Procedures.

### **8. Revenue Bonds in Partnership with Nonprofit Agencies.**

- a) The County may issue tax exempt revenue bonds in partnership with a 501(c)(3) non-profit agency. The non-profit agency is responsible for 100% of the capital project costs, all of the debt financing issue costs, any debt reserve requirements and will be responsible for the ongoing annual debt payments and other related costs. The County will issue debt not to exceed 60% of the total capital costs of the project.
- b) The County enjoys a very good credit rating and does not wish this rating to be negatively impacted. Before the County considers a proposal to assist a 501(c)(3) non-profit agency by issuing tax exempt revenue bonds to finance a capital project, the agency and the County must comply with the following. The conditions listed below are in addition to the applicable requirements contained in this section of the County's Financial and Budget Policies.
- c) Preconditions:
  - i) The agency must be an IRS 501(c)(3) organization and must demonstrate that it cannot obtain conventional financing at a reasonable cost.

## **FINANCIAL AND BUDGET POLICY**

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- ii) In general, it is intended that the County will be assisting small to medium size agencies that have total annual revenues from all sources of at least \$1,000,000 but not greater than \$10,000,000
  - iii) The planned use of the revenue bond proceeds must be consistent with County policy priorities or benchmarks.
  - iv) The agency must provide the County with five years of historical financial information and operational trends.
  - v) The agency must provide the County with a capital and business expansion plan including a five year revenue and expenditure forecast.
  - vi) The agency must demonstrate its ability to conduct a capital fund raising campaign.
  - vii) The agency must be non-discriminatory in providing access to its services and in its employment practices.
- d) **Cost Responsibilities:**
- i) The agency is responsible for 100% of the capital project costs. The County will assist the agency by issuing tax exempt revenue bonds to finance no more than 60% of the capital project and related allowable debt issuance costs. The agency is responsible for raising the remaining project funds.
  - ii) The agency is responsible for all bond issuance costs.
  - iii) Unless granted an exception by the Chair, County administrative costs are to be reimbursed by the agency or capitalized as part of the debt to be repaid by the agency.
  - iv) The agency is responsible for all ongoing costs related to the financing. These include annual debt payments, paying agent costs, or other related costs. The agency is obligated for the term of the financing and may not have the option of a "nonappropriation" clause.
  - v) Before the County issues the debt, the agency must have raised 75% of the project funds for which it is responsible; with the County's administrative agreement, a portion of those funds may be in the form of well- secured promissory notes from grantors or private contributors; the remaining agency contributions must be deposited before matching debt funds are released, on a schedule negotiated in the contract for each project.
  - vi) It is expected that all private funds will be collected within one year of the County's approval of the bond financing partnership. If the private funds are not collected within two years of the County's approval of bond financing, the County shall no longer be considered as committed to the revenue bond financing partnership.

## **FINANCIAL AND BUDGET POLICY**

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### **e) Other Conditions:**

- i) The County must have title, or first lien rights if the escrow agent holds title on behalf of the lender, to the property while debt is outstanding.
- ii) The agency must provide the County an unencumbered cash reserve in the amount equal to at least six monthly payments or make monthly installment payments equal to 1/12 of the annual debt service requirement. Any interest earned on these funds remains the property of the County and will be used to offset administration costs. Payments are to begin upon the issuance of the debt. This reserve is in addition to any reserves required by the financing.
- iii) The County will conduct a risk analysis and fully disclose this information to the Board prior to approval of the debt. The County reserves the right to have a third party perform a credit analysis.
- iv) The Board must approve of the financing by resolution
- v) Contractual language must be in place to protect the County in case of late payments or default by the agency.
- vi) The agency must provide an annual, independently audited financial report to the County.

### **f) Non-Profit Revenue Bond Limits:**

- i) In general, the County will not provide revenue bond financing for a non-profit agency for any project that is under \$1,000,000 or over \$4,000,000. in bonded indebtedness.
- ii) In accordance with the County's financial policy for long-term debt, the combined long-term debt of the County shall not exceed 5% of the County's General Fund revenues. Further, the issuance of revenue bonds in partnership with non-profit agencies shall be limited so as not to exceed 25% of the remaining available long-term debt capacity or \$8,000,000 of principal, whichever is less.
- iii) The maximum term of revenue bonds issued under this policy will not exceed 15 years.

### **g) Administration of this Policy Section:**

- i) The Finance Division is responsible for coordinating the overall process of accepting and reviewing proposals by non-profits to enter into partnership with the County for revenue bond financing and for making recommendations to the Chair in considering these requests.
- ii) County operating department(s) with related programs are responsible for analyzing proposals for conformity with related program policy guidelines

## FINANCIAL AND BUDGET POLICY

- iii) The Finance Division is responsible for analyzing proposals for conformity with these financial policy guidelines and for implementing revenue bond financing partnerships, as approved.

9. Hospital Authority: It is the policy of the Board to issue revenue bonds for hospital facilities as authorized by Resolution 98-1 adopted by the Board of County Commissioners, acting as Hospital Authority, on December 3, 1998.

### STATUS:

The following shows the County's outstanding obligations as of July 1, 1999:(\$ in thousands)

Description	Moody's Rating	Dated	Maturity Date	Amount Issued	Principal Outstanding	1999/2000 Prin & Int Payment
Short Term Notes "TRANS"	MIG 1	7/1/99	6/30/00	\$ 11,000	\$ 11,000	\$ 11,495
General Obligation Bonds	Aa1	10/1/96	10/1/16	\$ 79,700	\$ 34,465	\$ 5,433
	Aa1	10/1/96	10/1/16	29,000	14,570	4,136
	Aa1	3/1/94	10/1/13	\$ 22,000	6,865	\$ 1,153
	Aa1	9/1/94	10/1/14	9,000	2,155	420
	Aa1	2/1/99	10/1/16	66,115	66,115	3,407
				<u>\$205,815</u>	<u>\$ 124,170</u>	<u>\$14,549</u>
Revenue Bonds						
RCC Series 1998	A3	10/1/98	10/1/14	\$3,155	\$3,155	134
Certificates of Participation						
1999 Multnomah Building	Aa3	4/1/99	8/1/19	\$ 36,125	\$ 36,125	\$ 1,334
1998 JJC Refunding & New	Aa3	2/1/98	8/1/17	48,615	\$ 44,745	5,895
1993 A & B Health Facilities	Aa3	5/1/93	7/1/13	19,890	12,745	1,665
1990 Probation Building	Aa3	7/1/90	7/1/99	455	115	59
1995 Equipment	A1	3/1/95	9/1/99	2,455	535	548
1996 Equipment	A1	6/1/96	12/1/00	1,845	790	412
				<u>\$145,385</u>	<u>\$ 96,730</u>	<u>\$ 9,915</u>
Leases and Contracts						
Portland Building	N/A	1/22/81	1/22/08	\$ 3,475	\$ 2,024	\$ 332
IXerox Computer Leases	N/A	9/1/97	9/1/02	249	129	60
IBM Computer Lease	N/A	3/10/99	4/1/02	1,657	1,657	584
Ameritech Lease	N/A	1/10/96	1/10/00	317	70	74
				<u>\$ 5,983</u>	<u>\$ 3,880</u>	<u>\$1,050</u>
			Sub total		\$100,610	\$10,965
			Deduct:			
			IBM Lease		(\$1,657)	(\$584)
			ISD Leases		(3,712)	(1,176)
			Xerox Lease		(129)	(60)
Governmental Fund Type Supported Debt Payment					<u>\$95,112</u>	<u>\$9,145</u>

<b>REMAINING BORROWING CAPACITY</b>	
<b>Debt Capacity (Supported by General Government Fund Types Only)</b>	
1999-2000 General Fund Revenues	\$ 289,385
	0.05
5% Limitation Dollar Amount	\$ 14,469
Lease/Debt Capacity Used	\$ (9,145)
Annual Payment Available	\$ 5,324
Estimate Principal Value Available	\$ 63,900

G. O. Bonded Debt Per Capita	\$ 193
Gross Debt Per Capita	\$ 355



MEETING DATE: JUL 08 1999  
AGENDA NO: R-5  
ESTIMATED START TIME: 9:55

(Above Space for Board Clerk's Use ONLY)

## AGENDA PLACEMENT FORM

SUBJECT: Board approval of 1999-2001 Community Corrections Plan

BOARD BRIEFING: DATE REQUESTED: \_\_\_\_\_  
REQUESTED BY: \_\_\_\_\_  
AMOUNT OF TIME NEEDED: \_\_\_\_\_

REGULAR MEETING: DATE REQUESTED: July 8, 1999  
AMOUNT OF TIME NEEDED: 15 minutes

DEPARTMENT: Community Justice DIVISION: Adult Community Justice  
CONTACT: Cary Harkaway TELEPHONE #: 248-3039  
BLDG/ROOM #: 161/600

PERSON(S) MAKING PRESENTATION: Elyse Clawson

### ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

### SUGGESTED AGENDA TITLE:

Approval of 1999-2001 Multnomah County Community Corrections Plan

### SIGNATURES REQUIRED:

ELECTED OFFICIAL: \_\_\_\_\_  
(OR)  
DEPARTMENT MANAGER: Elyse Clawson (by K. Treb)

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277

BOARD OF  
COUNTY COMMISSIONERS  
JUL 29 PM 12:14  
MULTNOMAH COUNTY  
OREGON



# MULTNOMAH COUNTY OREGON

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

BOARD OF COUNTY COMMISSIONERS  
BEVERLY STEIN • CHAIR OF THE BOARD  
DIANE LINN • DISTRICT 1 COMMISSIONER  
SERENA CRUZ • DISTRICT 2 COMMISSIONER  
LISA NAITO • DISTRICT 3 COMMISSIONER  
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

## MEMORANDUM

TO: Board of County Commissioners  
FROM: Elyse Clawson, Director *EC (by K. Truh)*  
Department of Community Justice  
DATE: June 24, 1999  
SUBJECT: Approval of the 1999-2001 Multnomah County Department of Community Justice  
Community Corrections Plan

### I. Recommendation

The Department requests Board approval of the Community Corrections Plan with the Oregon Department of Corrections (DOC).

### II. Background / Analysis

ORS and Oregon Administrative Rules require each county to submit a Community Corrections Plan to the Department of Corrections after approval by the local Public Safety Coordinating Council and the Board of County Commissioners. The Plan is required to follow a state format that includes a narrative discussion of priorities and performance, program descriptions, and a budget broken out by fund source. The Plan is to be attached to and referenced by a revenue IGA between the County and the DOC for the provision of local community corrections services and State funding of those services.

### III. Financial Impact

DOC must approve the Plan before state community corrections funds can be disbursed to the County. We prepared the budget based on current State and County budget documents. It is understood that there may be changes in allocations before the State and County budgets are final and there is provision for amending the Plan.

**IV. Legal issues**

None known.

**V. Controversial Issues**

None known.

**VI. Link to Current County Policies**

The Plan reflects the prioritization of services for medium and high-risk offenders and interventions targeting criminogenic needs that took place during the Department's budget development process. The Plan also reflects a commitment to providing cost-effective options for lower risk cases.

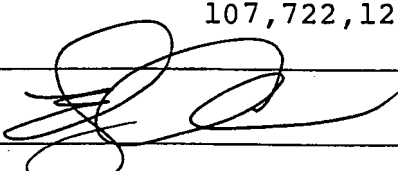
**VII. Citizen Participation**

The Plan has been reviewed by the Public Safety Coordinating Council.

**VIII. Other Government Participation**

The Public Safety Coordinating Council includes the Sheriff, the District Attorney, and other leaders within in the justice system.

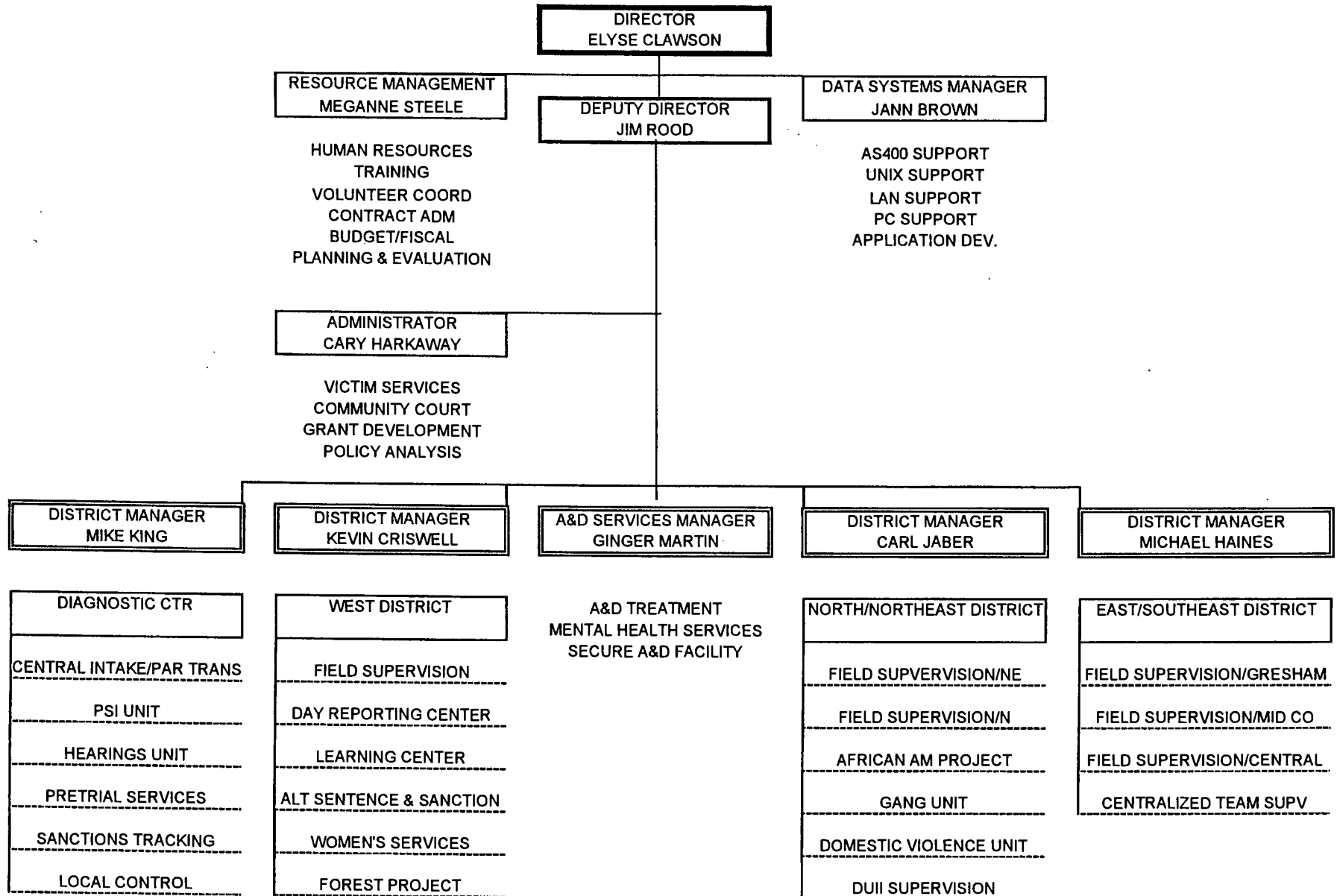
# COUNTY COMMUNITY CORRECTIONS PLAN FOR FISCAL YEAR 1999-2001

Department of Corrections 2575 Center St. NE Salem, OR 97310	<i>For Office Use Only</i>  Date and Time Received: _____																		
County: <b>Multnomah</b>	Fax: (503) 248-3990 E-mail: elyse.clawson@co.multnomah.or.us																		
Address: Department of Community Justice 421 SW 5 <sup>th</sup> Avenue, Suite 600 Portland, OR 97204  Phone: (503) 248-3701	Address: Multnomah County Sheriff's Office 12240 NE Glisan St. Portland, OR 97230  Phone: (503) 255-3600																		
Community Corrections Manager: Elyse Clawson Phone: (503) 248-3470 Fax: (503) 248-3218 E-mail: elyse.clawson@co.multnomah.or.us																			
Sheriff: Dan Noelle Phone: (503) 251-2400 Fax: (503) 253-2663																			
Jail Manager: Jeanie King Phone: (503) 251-2514 Fax: (503) 253-2663 E-mail: jeanie.l.king@co.multnomah.or.us																			
Supervisory Authority: Elyse Clawson (Community Corrections Mgr) and Dan Noelle (Sheriff)																			
LPSCC Contact: Peter Ozanne, Coordinator Phone: (503) 727-1158x65522 Fax: (503) 306-5538 E-mail: lpssc.org@co.multnomah.or.us																			
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Submitted and Approved by: 																			

**INSERT LETTER OF TRANSMISSION FROM PSCC**

**INSERT LETTER OF TRANSMISSION FROM CHAIR REFERENCING BOARD  
APPROVAL**

DEPARTMENT OF COMMUNITY JUSTICE: ADULT SERVICES



## **MULTNOMAH COUNTY PUBLIC SAFETY COORDINATING COUNCIL**

### **Vision**

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

### **Goals**

In light of that vision, the goals of Multnomah County's public safety system are:

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

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

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

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



## Values

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

- All public safety policies, strategies and operations in the County should be undertaken with recognition that a comprehensive, balanced approach to public safety will advance the goals of Multnomah County's public safety system. All policies, strategies and operations designed to prevent crime must focus on its causes, utilizing valid and reliable data and best practices which have proven effective in other jurisdictions.
- The equality, diversity and personal rights of each individual in the County must be respected and protected. Any unfair impact on or bias against the County's minority communities or women which is caused by its public safety system must be eliminated.
- Secure and healthy children and families, strong and relevant education systems, and a shared sense of community, responsibility and justice are essential conditions for safe communities. Moreover, crime prevention and intervention strategies are essential to prevent youth involvement in crime. Therefore, strategies and programs aimed at reducing the risk of youth involvement in crime and increasing youth involvement in education and healthy social activities must be a primary focus of Multnomah County's public safety system.
- All of the Council's public safety policies, strategies and programs must be developed and operated in partnerships with private citizens, organizations and businesses; schools, churches and other associations; and public and private agencies providing health, education, and social services in the County; and be guided by an ongoing public dialogue.
- Progress in achieving Multnomah County's public safety goals must be measured rigorously and reported regularly to the public through the use of reliable data and valid outcome evaluations.
- The County's public safety policies and strategies must first target violent crimes against persons. However, those policies and strategies must also encourage a shared sense of security and community justice throughout the County by focusing on crimes that erode the quality of life and respect for the law in our neighborhoods.
- The Public Safety Coordinating Council is committed to informing, and being informed by the public and the media about challenges facing Multnomah County's public safety system and facts regarding the causes and prevention of crime. The Council and public safety agencies in the County must also gain the public's trust and confidence in the capacity of local government to achieve its public safety goals, in partnership with the community. The public must be encouraged to assist in preventing and reporting crime.
- Multnomah County's public safety system must provide a full continuum of law enforcement sanctions and services, which insures that the County's public safety strategies are flexible, comprehensive and cost-effective. Such sanctions and services must include community policing strategies, which recognize a shared responsibility between the police and the community in making communities safer and more livable. Community policing encourages

a problem solving partnership between citizens and police and emphasizes a customer service orientation that provides supportive, professional services to the community through the promotion of human rights, mutual respect and courtesy.

## Membership

Beverly Stein	Chair	Public Safety Coordinating Council
Jim Ellis	Presiding Judge	Multnomah Co. Circuit Court
Elyse Clawson	Director	Juvenile & Adult Community Justice
Bernie Giusto	Chief	Gresham City Police
Judith Hadley	Citizen	
Jim Hennings	Director	Metropolitan Public Defender
Linda Jaramillo	Coordinator	Violence Prevention
Vera Katz	Mayor	City of Portland
Sharron Kelley	Commissioner	Multnomah County
Judy-Ellen Low	Coordinator	Oregon Domestic Violence Council
M. Ray Mathis	Executive Director	Citizens Crime Commission
Chet Becker	Mayor	City of Gresham
Carol Matarazzo	Director	Portland Public Schools
Charles Moose	Chief	Portland Police Bureau
Dan Noelle	Sheriff	Multnomah County
Kris Olson	US Attorney	United States Attorney's Office
Lorenzo Poe	Director	Community & Family Services
Chiquita Rollins	Coordinator	Multnomah Co. Domestic Violence
Edward Schmitt	Superintendent	Multnomah Education Service District
Mike Schrunk	District Attorney	Multnomah County
Ingrid Swenson	Attorney	Metropolitan Public Defender
Mike White		Oregon State Police
Sharon McCormack	Crime Prevention Spec.	Office of Neighborhood Associations
Anne Sweet	Community Activist	
Gary Oxman	Public Health Officer	Multnomah County
Robert Jester	Area Coordinator	Oregon Youth Authority
Mike Balter	State Director	Boys & Girls Aid Society
Peter Ozanne	Executive Assistant	United States Attorney's Office
Bill Feyerherm	Vice Provost	Portland State University
Arwen Bird	Survivor of Crime	Camp Fire Boys & Girls
Linda Erwin, M.D.	Trauma Surgeon	Emmanuel Hospital
Dan Saltzman	Commissioner	City of Portland

## Public Safety Coordinating Council Operations

Since its establishment, the Public Safety Coordinating Council has played a major role in allocating public funds for the local criminal justice system, coordinating various planning and evaluation initiatives, and establishing public safety policy direction for the County consistent with its vision, goals, and values. Its scope of activities can be seen in the following summary of active committees and workgroups.

## **Executive Committee**

The Executive Committee meets when necessary to take action on behalf of the Council when there is insufficient time to convene a meeting of the full Council. The Executive Committee may review agency budgets and the reports of work groups to make recommendations to the full Council.

## **Courts Workgroup**

The Courts Workgroup has been charged with: (1) developing coordinated, structured sentencing and release processes that ensure a consistent, cost-effective use of the County's corrections resources; (2) undertaking a critical review of all plans and strategies proposed to the Council by its workgroups that involve Multnomah County's judicial system; and (3) recommending coordinated efforts between the courts and other public safety agencies in Multnomah County that will increase the effectiveness of the County's judicial system in advancing the public safety objectives outlined in the Council's Visions, Goals and Values Statement.

## **Alcohol and Drug Abuse Intervention Workgroup**

This workgroup undertakes research and makes recommendations for developing, implementing, operating, and evaluating substance abuse services for offenders in Multnomah County. Current projects include enhanced pretrial treatment opportunities for persons charged with crimes involving domestic violence and development of outcome measures for treatment programs.

## **Evaluation Committee**

The Evaluation Committee provides guidance and support to the Council regarding the evaluation of criminal justice programs and systems. The Committee assisted in the early planning of the Decision Support System to assure that it meets the needs of future evaluation efforts.

## **Decision Support System Policy Guidance Group**

This group helps establish policy direction for DSS through its oversight of DSS-related budgets and its analysis and recommendation of policy alternatives.

## **Domestic Violence Workgroup**

This workgroup is charged with developing and evaluating a pilot project to reduce the incidence of domestic violence in a specific target population. The group makes recommendations to justice agencies regarding effective interagency strategies for dealing with both the victims and perpetrators of domestic violence.

## **Strategic Approaches to Community Safety (STACS) Workgroup**

The U.S. Department of Justice established the STACS initiative to identify and analyze local crime problems, implement appropriate strategies, and institutionalize the process through continuous evaluation of impact data and reassessment of interventions. The STACS Workgroup coordinates the STACS initiative for Multnomah County.

## **Bond Technology Directing Team**

The mission of the Bond Technology Directing Team is to ensure that the \$7.5 million bond approved by voters in 1966 is used effectively to provide computer equipment and technology infrastructure for criminal justice processing, tracking, analysis, and evaluation.

## **Minority Over-Representation Workgroup**

The purposes of this workgroup are to determine whether and to what extent race-based decision-making and racial disparity exist in the local justice system, and to develop an action plan that addresses any disparate practices and inequitable conditions.

# **LOCAL CONTROL**

## **What is Local Control?**

Local control refers to the authority and responsibility that has been delegated to the counties by the Legislature through Senate Bills 1145 (1995 Session) and 156 (1997 Session). SB 1145 gave counties responsibility for felony offenders sentenced to 12 months or less. This population had formerly served their time in state prison. SB 156 gave counties responsibility for administering the post-prison supervision of offenders sentenced to 12 months or less. This had formerly been the responsibility of the Parole Board.

The local control population consists of: (1) felony offenders sentenced to 12 months or less, to be served locally; (2) felony offenders revoked from probation or parole and sentenced to 12 months or less, to be served locally; and (3) felony offenders who violate supervision conditions and serve court-imposed or administrative sanctions of more than 30 custody units.

Local control is based on the theory that communities are better able to respond to most crimes and violations of supervision than the state. State prisons are typically geared toward dangerous and violent inmates or those with substantial sentences. They are generally unable to meet the counseling, treatment, and transition needs of offenders who will only be there for a few months. Those resources, representing a balance of supervision, services, and sanctions, are community-based and can provide flexible options to both hold offenders accountable and change their behavior.

## **Implementation of Local Control**

The 1997-99 Community Corrections Plan discussed implementation of SB 1145 and the County's new responsibility for offenders sentenced or sanctioned to 12 months or less. SB

1145 took effect in January 1997. The County's initial year of experience under the Bill was different than had been planned, as was generally the case around the State. We had expected an average daily population of 700 offenders sentenced to 12 months or less. In fact, the average was about 370 in the first year, though that number is now up to about 440. We had planned for targeted offenders to serve 50% of their sentences in community sanction programs. In 1997, about 11% of the sentences were served in non-jail sanctions (note that the percentage increased to 16% by June 1998). In 1998, the County contracted with David Bennett, 0a respected consultant, to assess our implementation of SB 1145 and our response to the wider issues of local control.

Bennett identified several factors that appeared to be responsible for the differences between planned and actual offender flow. Among those factors is the increased use of short duration, intermediate sanctions by Probation and Parole Officers. Consistent with research indicating that the swiftness and certainty of a sanction are often more important than its duration, approximately 75% of our jail sanctions are for 30 days or less. Bennett also offered a number of recommendations designed to strengthen the administration and implementation of local control. Several of the recommendations are now being planned or implemented. These developments will broaden the scope of programs available for higher risk offenders, increase the length of stay for treatment interventions, and enhance collaboration between Community Justice and the Sheriff's Office.

## **DEPARTMENT OF COMMUNITY JUSTICE REORGANIZATION**

We began 1997-98 with a plan to restructure supervision consistent with research findings, promising practices, and fiscal constraints. The redesign process established priorities and built capacity with the objective of *using our limited resources as effectively as possible to enhance public safety and change offender behavior*. Working with our partners in the justice system, we were able to reach agreement on the types of cases that we would target for a high level of service. Targeted cases, including high- and most medium-risk offenders, would get maximum supervision, sanctions and services. Lower risk cases would receive swift and certain, cost-effective sanctions. The redesign has allowed PPO's adequate time to focus on higher risk offenders by reducing caseload sizes and workload hours consistent with Oregon Case Management Standards.

### **Rationale for the Redesign**

To a large extent, we relied on the work of Don Andrews, Paul Gendreau, and others who have completed extensive reviews of evaluation research to determine what intervention strategies are effective. Three core principles emerge from that body of literature. First, a focus on higher risk offenders is more likely to result in reductions in recidivism. *This is the principle of risk*. Second, greater reductions in recidivism will also be obtained by casework that emphasizes criminogenic needs. Criminogenic needs are those dynamic risk factors that are statistically associated with high rates of recidivism, such as antisocial peer groups and drug use. *This is the principle of need*. Third, interventions should be delivered in a manner that facilitates the learning of prosocial skills by the offender. Programs should match treatment approaches

and therapists with the learning style and personality of the offender. *This is the principle of responsivity*

The redesign was also guided by the findings of Joan Petersilia and Susan Turner in *Intensive Supervision for High Risk Offenders: Findings from Three California Experiments* (1990). They concluded that working with high risk offenders requires a balance of supervision, sanctions, and services. They emphasized the importance of providing drug treatment for this population. Additional support for our investment in drug treatment may be found in evaluation research by Dean Gerstein (*Evaluating Recovery Services: The California Drug and Alcohol Assessment*, 1994) and Michael Finigan (*Societal Outcomes and Cost Savings of Drug and Alcohol Treatment in the State of Oregon*, 1996). They demonstrated the cost effectiveness of providing drug treatment for offenders by measuring individual and societal costs and benefits.

The Multnomah County Auditor's Report (January 1997) on the (former) Department of Community Corrections included recommendations for improved case management. The Auditor's analysis documented the need to reduce caseload size by increasing the size of the casebank for low risk offenders. Recidivism data indicated that the casebank could be expanded without impacting public safety.

### **Implementation of the Redesign**

The redesign was crafted and implemented by Department staff with input from our partners in the justice system, particularly the Courts, the District Attorney's Office, the Sheriff's Office, and Metropolitan Public Defender. The redesign allowed us to focus our resources on medium and high-risk offenders and other targeted cases. More efficient programs were developed to serve low and limited risk offenders. The Alternative Sentence and Sanction program came on line and Centralized Team Supervision was expanded during the 1997-99 biennium, resulting in decreased caseload sizes for the field PO's working with higher risk cases. In March 1997, field caseloads averaged over 70. Caseloads are now generally within our 50-55 target.

New sanction and treatment alternatives were added for high and medium risk offenders. A secure residential treatment capacity was developed through contracts with Yamhill and Marion Counties. Later in 1999, we will begin operating a secure treatment center in the old Washington County Jail and planning continues for a 300-bed locked treatment center. Electronic monitoring was initiated through a collaborative planning process with the Sheriff's Office. Specialized supervision units were developed (or continued) to serve female offenders, mentally ill offenders, gang-involved offenders, Boot Camp graduates, African American offenders, sex offenders, DUII offenders, and offenders involved in domestic violence.

Through 1998, nearly all staff participated in four-day Corrections 2000 training, which integrated the lessons learned about effective intervention from the evaluation of hundreds of correctional programs. The training was developed by Don Andrews and funded, in part, by the National Institute of Corrections.

The Department contracted with James Austin, Ph.D., and the Institute on Crime, Justice and Corrections at The George Washington University to conduct a process and preliminary outcome evaluation of the redesign. A preliminary report dated March 10, 1999 included the following findings:

1. Offenders are being assigned to caseloads appropriate to their risk and stated criteria.

2. The Oregon Case Management Risk Assessment System is being used properly to define supervision level.
3. The Department has witnessed a growing specificity in caseload assignment in relation to risk scores, required supervision levels, and targeted offenses.
4. Data indicates a small increase in rearrests and incarcerations for a 1998 (post-redesign) cohort compared to a 1995 (pre-redesign) cohort. Analysis of the data revealed that those increases primarily occurred in field caseloads (high and medium risk) rather than ASSP and Centralized Team Supervision (low and limited risk) and were largely due to an increase in imposition of sanctions, as was anticipated. Dr. Austin suggested that the Department has succeeded in focusing resources on the highest risk offenders while providing minimal supervision to lower risk offenders *without compromising public safety*.

The redesign places an emphasis on accountability of the Department and evaluation of services. The Program Evaluation Team has been working with several programs to assist in refining key results and measures of performance and outcome. Outcome measures have been developed for contracted programs. Studies in progress include an analysis of minority over-representation and equal treatment issues. The Evaluation Team has also been collaborating with the County's DSS project staff (see below) to assure that new information systems support the Department's commitment to program evaluation.

### **Phase Two of the Redesign**

The first phase of the redesign has been completed. The Department has enhanced supervision of higher risk cases and added services to manage lower risk cases more efficiently. Offenders are generally being assigned to correct programs and levels of supervision based on risk and need. Phase Two of the redesign will unfold in the 1999-2001 biennium. It will involve (1) a focus on responsivity, defined as service delivery and content appropriate to each offender's psychological state and intellectual ability; (2) greater reliance on social learning and cognitive-behavioral approaches to changing offender behavior; and (3) enhanced capacity for offender risk and need assessment.

## **ALCOHOL AND DRUG & MENTAL HEALTH SERVICES**

The Department will provide the following services in 1999-2001:

### **Community Based Treatment for Chemical Dependency**

- A continuum of substance abuse interventions.
- Intensive residential treatment through outpatient treatment, including gender specific treatment.
- Provided through contracts with community agencies.

### **A&D-Free Housing**

- Part of the continuum of addiction treatment services offered by Community Justice.
- A stable and drug-free living environment for offenders in need of a gradual transition to living completely on their own, and for offenders who could benefit from outpatient treatment with the support offered by this program.

**Relapse Prevention**

- A new service this year.
- Services have been designed according to the research on effective approaches to relapse prevention and the research which guides treatment design for offenders generally.

**Offenders with Co-Occurring Disorders**

- A new service this year, planned collaboratively with community providers.
- Services provided at a single site by a multi-disciplinary treatment team, including criminal justice, mental health, and chemical dependency professionals.
- The program will provide outpatient counseling, crisis intervention and stabilization, psychiatric care and medication monitoring, intensive case management (3-4 times per week).
- Program will address relapse prevention in three areas: addiction, mental illness, and – criminality.
- The funding includes transitional housing of 12-18 months with the goal of stabilizing the offender and then assisting him/her to move to permanent housing.

**Outpatient Treatment for Mental Health Disorders**

- Case management, crisis intervention, medication management, group therapy.
- Purpose of these services is to make informed decisions, stabilize mentally ill offenders, and minimize their risk to re-offend.

**LOCKED RESIDENTIAL ALCOHOL AND DRUG TREATMENT FACILITY****Program**

- The County has identified a location in North Portland for a 300-bed treatment facility to be operated by the Department.
- The residential alcohol and drug treatment facility will be a criminal justice sanction used as an alternative to jail.
- The program is designed to provide treatment to addicted offenders who cannot be managed in the community due to the severity of their addiction, but who can be safely housed outside of a jail.
- All treatment facility staff will have security training. In addition, all staff of the treatment center will be part of the treatment team and will be trained in the therapeutic aspects of the program.
- Treatment will be based on a cognitive-behavioral model, incorporating aspects of a modified therapeutic community.
- Offenders will be in the treatment program for 3 to 6 months, and will be engaged in treatment activities throughout the day. They will be intensively focused on their own behavior and will receive positive and negative consequences that will shape their behavior in pro-social ways.



## **Transition**

- A planned and gradual transition from residential treatment to the community is a key factor in the success of the program and of its participants.
- Transition activities include locating housing and employment, continuing A&D treatment in the community, and linking up with community supervision.
- For some offenders, a gradual transition may include referral to community residential programs or supervised housing.

## **Pilot Program**

- A 70-bed treatment program, located in leased space in Hillsboro, will open in late 1999.
- Adds needed treatment capacity as soon as possible.
- Allows program design to be developed and evaluated.
- Allows system to work out logistical and operational procedures.
- Problems can be identified and solved before full-scale implementation.

## **INFORMATION SYSTEMS**

In May 1996, the voters of Multnomah County approved a \$7.5 million bond targeting the information technology needs of the local justice system. Among the projects funded by the bond are the County's Decision Support System (DSS) and the Adult Community Justice Information System. DSS creates a data warehouse using information available from the databases of collaborating justice agencies and allows the agencies to view and query the data using various applications. DSS will eventually allow such complex uses as the identification of predicted outcomes for various treatment and sanction interventions based on a defendant's characteristics and the performance of similar defendants in a range of programs. DSS will also permit tracking and analysis of individual and aggregate offender data across department databases. Although not yet fully functional, DSS has already demonstrated that data from various platforms and applications can be efficiently gathered and made available to users in several organizations.

The Adult Community Justice information system (Supervision Program Information Network, or SPIN) continues in development. The purpose of this project is to develop a common ACJ information system and database to meet department needs in tracking offender participation in department programs and determining the effectiveness of those programs. The first phase, funded by the Information Technology Bond Program, builds the framework for this common system in Probation Intake, Alternative Sentencing and Sanction Program (ASSP), Alternative Community Service (ACS) and Forest Project (FP) programs. This project replaces the PC/LAN stand-alone applications used by these programs, mitigating their Year 2000 problem, and combines them into a client/server application. This eliminates multiple and duplicate data entry between the programs. The new system allows the department to collect, in one database, information that is not currently captured in CIS and provides the capability to do management and statistical reporting. SPIN is being designed, developed and implemented in multiple phases. The first phase of development began in January 1998 and is scheduled to complete in July 1999. It includes the technical architecture, design and implementation for the

application; analysis, design, development and implementation of Intake, ASSP, ACS, and Forest Project programs; and management and statistical reporting.

The department will continue using CIS as its primary information system for offenders in the adult correction system. Some of the information entered into CIS is also required within the ACJ system. The project plans to retrieve this information from the DOC Open CIS database. This removes the need to enter the data in both the ACJ system and CIS. However, not all offenders managed by department programs are entered into CIS. This includes, for example, bench probationers who are required to do community service but whose sentences do not include any period of formal supervision. For these cases, the ACJ system will provide a way for users to enter the information that, for other offenders, will come from CIS. Additional functionality to support the base system and inclusion of support for additional ACJ programs is scheduled for development in subsequent phases.

It is expected that DSS and SPIN will enable the County to report on the outcome measures included in the Intergovernmental Agreement with the Department of Corrections in a manner that supplements the reports generated by DOC's research unit on recidivism, case closure, and high-risk absconders. We hope to be able to report outcome data by demographic categories, risk level, and program participation.

### CRIME IN MULTNOMAH COUNTY

The table below indicates that reported crime decreased in all major categories from 1997 to 1998 in Multnomah County. The percentage decreases in Multnomah County were larger than the total percentage decreases experienced by the State .

CRIME TYPE	MULTNOMAH COUNTY			STATE OF OREGON		
	1997	1998	% CHANGE	1997	1998	% CHANGE
Person	15,816	14,445	-8.7%	48,814	47,264	-3.2%
Property	68,817	61,172	-11.1%	267,019	243,257	-8.9%
Behavioral	34,003	32,711	-3.8%	167,115	162,046	-3.0%
Total Crime	118,636	108,328	-8.7%	482,948	452,567	-6.3%
Index Crime	61,608	54,178	-12.1%	205,847	187,124	-9.1%

## THE LOCAL CASELOAD

	Count	Percent
<b>Supervision</b>		
Probation	7,035	68%
Parole/PPS	3,173	30%
Other	167	2%
TOTAL	10,375	100%
<b>Gender</b>		
Female	2,156	21%
Male	8,219	79%
TOTAL	10,375	100%
<b>Race</b>		
Asian	186	2%
African American	2,276	22%
Hispanic	522	5%
Native American	122	1%
White	7,269	70%
TOTAL	10,375	100%
<b>Age</b>		
20 or under	350	3%
21-25	1,650	16%
26-30	1,824	18%
31-35	1,809	18%
36-40	1,863	18%
41-45	1,406	14%
46-50	799	8%
51-55	380	4%
56-60	164	2%
60 or over	130	1%
TOTAL	10,375	100%

**Criminal Offense**

Arson	39	0.4%
Assault	499	4.8%
Burglary	603	5.8%
DCS/MCS	1,516	14.6%
DUII	579	5.6%
Kidnap	34	0.3%
Manslaughter	20	0.2%
Murder	40	0.4%
PCS	1,635	15.8%
Rape	194	1.9%
Restraining Order	163	1.6%
Robbery	460	4.4%
Sex Abuse	327	3.2%
Sodomy	121	1.2%
Theft/UUV	1,320	12.7%
Weapon/Xcon	193	1.9%
Other	2,623	25.4%

**OUTCOME MEASURES: 1997-98**

The following data compares Multnomah County's 1997-98 results with the County's performance baseline (1995-96 County results). Recidivism is defined as a Felony conviction. Note that relative to Multnomah County's baseline data, outcome indicators in 1997-98 generally showed a positive trend.

	<b>Baseline</b>	<b>1997-98</b>
% Absconders Returned	51.9%	53.0%
1 Year Recidivism (Probation)	13.6%	12.2%
3 Year Recidivism (Probation)	25.2%	25.5%
Recidivism on Supervision (Probation)	24.4%	23.3%
Recidivism 3 Yrs. Post-Disch. (Probation)	12.1%	10.3%
1 Year Recidivism (Parole)	20.4%	18.0%
3 Year Recidivism (Parole)	37.9%	37.2%
Recidivism on Supervision (Parole)	35.0%	34.0%
Recidivism 3 Yrs. Post-Disch. (Parole)	25.8%	29.5%

The following data compares Multnomah County's 1997-98 results with the 1997-98 Statewide averages for each of the outcome indicators. Note that outcome indicators for Multnomah County were similar to Statewide averages for probationers, but consistently worse for parolees. Multnomah County's parole population may represent a very difficult group of parolees, but we believe that our African American Program and the services available for

offenders serving their sentences locally under SB 1145 will have a positive impact on parole recidivism in the coming biennium.

	<b>Multnomah 1997-98</b>	<b>Statewide Avg 1997-98</b>
% Absconders Returned	53.0%	46.8%
1 Year Recidivism (Probation)	12.2%	13.1%
3 Year Recidivism (Probation)	25.5%	25.3%
Recidivism on Supervision (Probation)	23.3%	23.6%
Recidivism 3 Yrs. Post-Disch. (Probation)	10.3%	10.3%
1 Year Recidivism (Parole)	18.0%	13.8%
3 Year Recidivism (Parole)	37.2%	29.3%
Recidivism on Supervision (Parole)	34.0%	25.2%
Recidivism 3 Yrs. Post-Disch. (Parole)	29.5%	22.1%

### **THE NORTH/NORTHEAST PORTLAND COMMUNITY COURT**

Our 1997-99 Community Corrections Plan indicated that program development had begun for a community court. The North/Northeast Portland Community Court began operations in March 1998 at the King Neighborhood Facility. It's now been in session twice per month for more than a year. The District Attorney's Office has played a lead role in the planning and implementation process, with continuing assistance from the Circuit Court, Metropolitan Public Defender, and the Department.

#### **Community Court Objectives**

- Strengthen the linkage between our criminal courts and the communities they serve through the collaborative planning, implementation, and operation of a Community Court that focuses on problem solving rather than case processing.
- Empower neighborhoods by enhancing their participation in the justice system.
- Respond to victim and community issues in the sentencing process.
- Increase the public's trust in their justice system by focusing on visible, community level outcomes for the prosecution and resolution of criminal behavior.

#### **Target Population**

The Court hears pleas in "quality of life" misdemeanor and violation cases that occur in the North and Northeast Portland Police precincts or that involve defendants who live in those precincts. Eligible offenses include Theft, Trespass, Prostitution, Selling Alcohol to a Minor, Disorderly Conduct, and Misdemeanor Drug and Gambling. In response to requests from

citizens, planning is underway to expand the Court's jurisdiction to include Speeding, a major problem in many neighborhoods. Photo radar stations will be located based on citizen suggestions.

### **Community Court Sentences**

Eight hours of community service on work crews supervised by the Department's Alternative Community Service Program was the primary sentence for defendants when the Court began operating. Sixteen hours of service is the new standard. Additional requirements of the sentence may include an employment search, or enrollment in the Oregon Health Plan or treatment program. The Court usually requires these conditions to be met within 30 days. In most cases, defendants perform their work on crews in neighborhoods served by the Court.

### **Performance Data (through March 1999)**

- 670 defendants have been scheduled to appear.
- 489 (73%) have appeared.
- 423 defendants have been sentenced to community service.
- 79% have completed their sentence.
- 2,168 hours have been contributed with an estimated value of over \$14,000.

### **Services**

The Court offers social and legal services on-site on Court days. Defendants and community members may receive advice and schedule appointments for services in the following areas: state health insurance, child support payments, temporary and permanent housing, employment training, alcohol, drug, and mental health evaluation/treatment. Representatives of several community agencies are usually present in Court. Civil legal services are provided by such organizations as the Oregon Law Center.

Once a week, a public defender is present at the King Facility to answer questions and give legal advice to people with outstanding warrants. The attorney advises people how best to deal with an outstanding warrant. In certain cases, a person may schedule an appearance in Community Court to clear up the warrant.

The Court also offers a Mentor Program. Through this program, Community Court participants may ask to be matched with a mentor from the community. The mentors make the initial contact with Community Court participants and work on a plan to help defendants make better life decisions. The mentors strive to serve as positive role models in the defendants' lives.

Community Court serves as a forum at which police and residents come together before the Community Court Judge to sign Chronic Nuisance compliance agreements. Community residents are encouraged to attend the proceedings. It is our hope that this effort will further empower neighborhoods to work with concerned agencies and use available legal resources when informal efforts to resolve complaints fail to bring resolution. Portland's Chronic Nuisance ordinance focuses on continuous or repeated (3 times in 30 days) incidents of drug use/sale, prostitution, excessive noise, public indecency, and other specified offenses.

## **Planning and Governance**

A Citizens Advisory Board, originally constituted to help develop the Court's focus, now meets monthly to review operations and establish policy. A Technical Operations Committee meets twice per month to implement policy and deal with legal and logistical matters.

## **Staffing**

Judges Clifford Freeman and Roosevelt Robinson of the Multnomah County Circuit Court have presided over the Community Court since its inception. The Metropolitan Public Defender's Office provides defense representation. The Multnomah County District Attorney's Office provides a deputy district attorney and legal assistant. The Multnomah County Sheriff's Office provides security for the Court. Our Department coordinates community service sentencing. A Community Court Coordinator performs management tasks related to the operation and expansion of the Community Court and serves as staff to the Citizens Advisory Board and Technical Operations Committee. Representatives from local service organizations help strengthen the social service link to the Court. Several volunteers placed by the Department's Volunteer Coordinator have assisted the Court in such areas as assessment, follow-up contacts, and logistical support.

## **Funding**

Several grants currently fund the Community Court project. Initially, in conjunction with our designations as a Weed and Seed Site and a Community Justice Site by the US Department of Justice, the Court received grants totaling \$250,000 for 1998-1999. That amount has been awarded again for 1999-2000. The Mentor and community service programs recently received approval for approximately \$10,000 each through the *Weed & Seed* Small Grants Program, contingent upon the award of federal funds. The computer technology for the Court was financed through the Multnomah County Public Safety Technology Bond. In addition, the Center for Court Innovation has provided extensive and valuable technical assistance in the design, development, and implementation of Portland's Community Court project.

## **On the Horizon**

Driven by citizen interest and building on our experience in North/Northeast Portland, planning is underway to establish community courts on the Westside and in Southeast Portland. The Bureau of Justice Assistance has approved a concept paper for a court in Southeast Portland and asked the District Attorney's Office to submit a full proposal and budget.

## BUILDING COMMUNITY JUSTICE

*Community justice is built on the inclusion of our community stakeholders in the development, delivery, and evaluation of justice services.*

Community Justice is a philosophical approach to justice services that is beginning to underlay the supervision, services, and sanctions provided by the Department of Community Justice. This approach involves listening to the community to determine their criminal justice and public safety concerns and tailoring responses to address those concerns. The supervision and rehabilitation of offenders focuses on increasing their connection to a community that is caring and supportive of all of its members. Interventions and supportive services can be designed to connect them to the community while holding them accountable to their victims and the community for their actions. The Department recognizes that it cannot succeed without the support and participation of the communities it serves. We seek to strengthen our role as a partner with citizens, crime victims, schools, civic groups, and other organizations in building healthy communities by solving community problems. At its core, community justice expands justice's traditional focus on the offender to recognize the roles of the victim and the community in the system. Toward that goal, our Department is engaged in many activities, including:

- **Volunteer Program:** Provides opportunities for citizens to participate in juvenile and adult community corrections activities.
- **Conversation Groups with Families and Youth:** Since February 1997, the Department has held a series of conversation groups with youth and families about their perceptions of services provided by the Department, schools and other issues that concern them. These groups are a hands-on way for the Department staff to hear feedback about our services and for families and youth to be heard in a way that rarely happens. The services of juvenile justice have been significantly changed by these conversations and they continue to evolve as we talk with more community members about their needs.
- **Student Attendance Initiative:** This program involves home outreach and services for youth who are identified by schools as having truancy problems. Services are provided to 130 schools for youth from kindergarden through 9<sup>th</sup> grade. This is a collaborative effort between Portland Public Schools, Multnomah Education Service District, Volunteers of America and the Family Centers.
- **Community Court:** A pilot project in North/Northeast Portland designed to build linkages between the courts and the community. The Community Court focuses on quality of life crimes. The Court's primary sentence is community service. A Citizen Advisory Board establishes policies and priorities. Operations involve the collaboration of the District Attorney's Office, the Circuit Court, the Metropolitan Public Defender, our Department, and other public and private agencies. Other communities in the County have begun exploring the possibility of establishing a community court.



- **Safety Action Teams:** The Department helps staff these community policing initiatives in two neighborhoods. The teams help integrate law enforcement and community corrections with neighborhood, school, business, and social service agencies.
- **Peninsula Office:** This Adult Community Justice field office in North Portland is piloting several strategies that increase the involvement of citizens and neighborhood groups in our operations. Each PO is assigned to a specific neighborhood to supervise that neighborhood's offenders and to serve as a resource at neighborhood association meetings. An emphasis on visiting offenders in their homes presents many opportunities for staff to discuss their work with interested citizens. A unique feature of this office is its Citizens Advisory Board, formed to mediate issues, discuss service priorities, and evaluate our responsiveness. The office makes its meeting room available for a variety of community groups.
- **Victim Services:** Assists crime victims after adjudication in such matters as court process, parole and probation operations, restitution, and resource referrals.
- **Victim/Offender Mediation:** Through a contract with Resolutions NW, young offenders and their victims can enter into victim/offender mediation. The process offers closure for the victim, along with negotiated settlements and consequences, and forces youth to confront the impact of their behavior on a personal level.
- **Victim Impact Panels:** Youth are often mandated to attend a presentation by a panel of victims who discuss the impact that crime has had on them. These panels usually include representatives of the insurance industry who can discuss the impact that crime has on all people's interest rates as well as individual victims.
- **Project Payback:** Youth who are required to pay restitution, but who are unemployed, are referred to Project Payback. This program develops contracts with organizations to do clean-up or basic landscaping. The youth work under Department supervision and the victim receives payment for the hours worked.
- **Community Services and the Forest Project:** Juvenile and adult offenders are afforded an opportunity to give something back to the community by completing work assignments and special projects.
- **Neighborhood Meetings:** Staff regularly attend various meetings to tackle community problems with those most impacted.

Our partnership-building parallels similar efforts throughout the County and around the country. Community justice concepts are also being implemented in such Countywide initiatives as community policing, community prosecution, Caring Communities, SUN Community Schools, and other collaborative efforts. These efforts are reflected in our designation as both a Community Justice Site and a Weed and Seed Site by the U.S. Department of Justice. The Weed and Seed program supports the enhancement of public safety by building healthy, empowered communities. These designations have leveraged grant funding and technical assistance for several multi-agency programs.

## PROGRAM DESCRIPTION

<b>COUNTY:</b> Multnomah	
<b>PROGRAM NAME:</b> Director's Office	
<b>CONTACT PERSON:</b> Elyse Clawson	<b>PHONE:</b> (503) 248-3338 <b>FAX:</b> (503) 248-3990 <b>E-MAIL:</b> elyse.clawson@co.multnomah.or.us
<b>PROGRAM ADDRESS:</b> 421 SW 5 <sup>th</sup> Avenue, Suite 600 Portland, OR 97204	
<b>PROGRAM PURPOSE:</b> Direction, oversight and coordination of Juvenile and Adult Community Justice.	
<b>PROGRAM DESCRIPTION:</b> The Director and her staff work closely with other justice agencies, County departments, and community organizations to plan and develop policy for a coordinated system of justice services in Multnomah County.	
<b>TARGET POPULATION:</b> N/A	
<b>HOW IT RELATES TO OUTCOMES:</b> Director can help department focus on training and necessary improvements to supervision, services, and sanctions designed to reduce recidivism.	
<b>CHECK ALL THAT APPLY:</b> N/A <div style="display: flex; flex-wrap: wrap;"> <div style="width: 50%;"> <input type="checkbox"/> PROBATIONERS  <input type="checkbox"/> PAROLEES/PPS OFFENDERS:  <input type="checkbox"/> OTHER OFFENDER TYPE:  <input type="checkbox"/> MEN  <input type="checkbox"/> RESIDENTIAL         </div> <div style="width: 50%;"> <input type="checkbox"/> HIGH  <input type="checkbox"/> HIGH  <input type="checkbox"/> WOMEN  <input type="checkbox"/> NON-RESIDENTIAL         </div> <div style="width: 50%;"> <input type="checkbox"/> MEDIUM  <input type="checkbox"/> MEDIUM  <input type="checkbox"/> BOTH  <input type="checkbox"/> BOTH         </div> <div style="width: 50%;"> <input type="checkbox"/> LOW  <input type="checkbox"/> LOW  <input type="checkbox"/> BOTH         </div> <div style="width: 50%;"> <input type="checkbox"/> LIMITED  <input type="checkbox"/> LIMITED         </div> </div>	
<b>TOTAL NUMBER OF OFFENDERS TO BE SERVED DURING THE BIENNIUM:</b> N/A	<b>NUMBER OF OFFENDERS WHO CAN BE ACTIVELY INVOLVED AT ANY ONE TIME:</b> N/A

## PROGRAM DESCRIPTION

<b>COUNTY:</b> Multnomah	
<b>PROGRAM NAME:</b> Adult Justice Management	
<b>CONTACT PERSON:</b> Jim Rood	<b>PHONE:</b> (503) 248-5038 <b>FAX:</b> (503) 248-3990 <b>E-MAIL:</b> jim.rood@co.multnomah.or.us
<b>PROGRAM ADDRESS:</b> 421 SW 5 <sup>th</sup> Avenue, Suite 600 Portland, OR 97204	
<b>PROGRAM PURPOSE:</b> To provide management, direction, and oversight for adult community corrections services.	
<b>PROGRAM DESCRIPTION:</b> Adult Justice Management works closely with the Oregon Department of Corrections, the Multnomah County Sheriff's Office, Portland Police, the District Attorney's Office, and the Courts to plan and coordinate a range of supervision, sanctions, and services for adult offenders in the community. Adult Justice Management includes the Victim Services program.	
<b>TARGET POPULATION:</b> N/A	
<b>HOW IT RELATES TO OUTCOMES:</b> Adult Justice Management assures that the department's management team has timely performance and outcome data and that this data is used review and modify programs and practices.	
<b>CHECK ALL THAT APPLY:</b> N/A <div style="display: flex; flex-wrap: wrap;"> <div style="width: 50%;"><input type="checkbox"/> PROBATIONERS</div> <div style="width: 50%;"><input type="checkbox"/> HIGH</div> <div style="width: 50%;"><input type="checkbox"/> MEDIUM</div> <div style="width: 50%;"><input type="checkbox"/> LOW</div> <div style="width: 50%;"><input type="checkbox"/> LIMITED</div> <div style="width: 50%;"><input type="checkbox"/> PAROLEES/PPS OFFENDERS:</div> <div style="width: 50%;"><input type="checkbox"/> HIGH</div> <div style="width: 50%;"><input type="checkbox"/> MEDIUM</div> <div style="width: 50%;"><input type="checkbox"/> LOW</div> <div style="width: 50%;"><input type="checkbox"/> LIMITED</div> <div style="width: 50%;"><input type="checkbox"/> OTHER OFFENDER TYPE:</div> <div style="width: 50%;"><input type="checkbox"/> MEN</div> <div style="width: 50%;"><input type="checkbox"/> WOMEN</div> <div style="width: 50%;"><input type="checkbox"/> BOTH</div> <div style="width: 50%;"><input type="checkbox"/> RESIDENTIAL</div> <div style="width: 50%;"><input type="checkbox"/> NON-RESIDENTIAL</div> <div style="width: 50%;"><input type="checkbox"/> BOTH</div> </div>	
<b>TOTAL NUMBER OF OFFENDERS TO BE SERVED DURING THE BIENNIUM:</b> N/A	<b>NUMBER OF OFFENDERS WHO CAN BE ACTIVELY INVOLVED AT ANY ONE TIME:</b> N/A

## PROGRAM DESCRIPTION

<b>COUNTY:</b> Multnomah	
<b>PROGRAM NAME:</b> Resource Management	
<b>CONTACT PERSON:</b> Meganne Steele	<b>PHONE:</b> (503) 248-3961 <b>FAX:</b> (503) 306-5791 <b>E-MAIL:</b> meganne.steele@co.multnomah.or.us
<b>PROGRAM ADDRESS:</b> 1401 NE 68 <sup>th</sup> Avenue Portland, OR 97213	
<b>PROGRAM PURPOSE:</b> Resource Management coordinates departmental strategic planning, human resources, and fiscal services.	
<b>PROGRAM DESCRIPTION:</b> Specific activities include policy analysis, data analysis, research, strategic planning, program evaluation, budget preparation, contract development and oversight, payroll and personnel services, accounts payable/receivable, purchasing, travel and training processing, training program coordination, and volunteer recruitment and placement.	
<b>TARGET POPULATION:</b> N/A	
<b>HOW IT RELATES TO OUTCOMES:</b> Resource Management coordinates the training and contracting processes which are designed to complement the department's outcome objectives.	
<b>CHECK ALL THAT APPLY:</b> N/A <div style="display: flex; flex-wrap: wrap;"> <div style="width: 50%;"><input type="checkbox"/> PROBATIONERS</div> <div style="width: 50%;"><input type="checkbox"/> HIGH</div> <div style="width: 50%;"><input type="checkbox"/> MEDIUM</div> <div style="width: 50%;"><input type="checkbox"/> LOW</div> <div style="width: 50%;"><input type="checkbox"/> LIMITED</div> <div style="width: 50%;"><input type="checkbox"/> PAROLEES/PPS OFFENDERS:</div> <div style="width: 50%;"><input type="checkbox"/> HIGH</div> <div style="width: 50%;"><input type="checkbox"/> MEDIUM</div> <div style="width: 50%;"><input type="checkbox"/> LOW</div> <div style="width: 50%;"><input type="checkbox"/> LIMITED</div> <div style="width: 50%;"><input type="checkbox"/> OTHER OFFENDER TYPE:</div> <div style="width: 50%;"><input type="checkbox"/> MEN</div> <div style="width: 50%;"><input type="checkbox"/> WOMEN</div> <div style="width: 50%;"><input type="checkbox"/> BOTH</div> <div style="width: 50%;"><input type="checkbox"/> RESIDENTIAL</div> <div style="width: 50%;"><input type="checkbox"/> NON-RESIDENTIAL</div> <div style="width: 50%;"><input type="checkbox"/> BOTH</div> </div>	
<b>TOTAL NUMBER OF OFFENDERS TO BE SERVED DURING THE BIENNIUM:</b> N/A	<b>NUMBER OF OFFENDERS WHO CAN BE ACTIVELY INVOLVED AT ANY ONE TIME:</b> N/A

## PROGRAM DESCRIPTION

<b>COUNTY:</b> Multnomah	
<b>PROGRAM NAME:</b> Information Services	
<b>CONTACT PERSON:</b> Jann Brown	<b>PHONE:</b> (503) 248-3544 <b>FAX:</b> <b>E-MAIL:</b> jann.o.brown@co.multnomah.or.us
<b>PROGRAM ADDRESS:</b> 1401 NE 68 <sup>th</sup> Avenue Portland, OR 97213	
<b>PROGRAM PURPOSE:</b> To provide information technology support and services to the Department and coordination with and access to other criminal justice and social service agency systems and databases.	
<b>PROGRAM DESCRIPTION:</b> . Information Services is responsible for development and maintenance of automated information systems; acquisition, support and maintenance of personal computer and network equipment and software; installation and management of Local and Wide Area Networks; user training and support; summons processing; preparation of legal documents; and processing of warrants and record expunctions.	
<b>TARGET POPULATION:</b> N/A	
<b>HOW IT RELATES TO OUTCOMES:</b> Information Services provides the hardware and software tools and training necessary to monitor and evaluate program performance.	
<b>CHECK ALL THAT APPLY:</b> N/A <div style="display: flex; flex-wrap: wrap;"> <div style="width: 25%;"> <input type="checkbox"/> PROBATIONERS  <input type="checkbox"/> PAROLEES/PPS OFFENDERS:  <input type="checkbox"/> OTHER OFFENDER TYPE:  <input type="checkbox"/> MEN  <input type="checkbox"/> RESIDENTIAL         </div> <div style="width: 25%;"> <input type="checkbox"/> HIGH  <input type="checkbox"/> HIGH  <input type="checkbox"/> WOMEN  <input type="checkbox"/> NON-RESIDENTIAL         </div> <div style="width: 25%;"> <input type="checkbox"/> MEDIUM  <input type="checkbox"/> MEDIUM  <input type="checkbox"/> BOTH  <input type="checkbox"/> BOTH         </div> <div style="width: 25%;"> <input type="checkbox"/> LOW  <input type="checkbox"/> LOW  <input type="checkbox"/> LIMITED  <input type="checkbox"/> LIMITED         </div> </div>	
<b>TOTAL NUMBER OF OFFENDERS TO BE SERVED DURING THE BIENNIUM:</b> N/A	<b>NUMBER OF OFFENDERS WHO CAN BE ACTIVELY INVOLVED AT ANY ONE TIME:</b> N/A

## PROGRAM DESCRIPTION

<b>COUNTY:</b> <b>Multnomah</b>	
<b>PROGRAM NAME:</b> Centralized Intake and Parole Transition	
<b>CONTACT PERSON:</b> Mike King	<b>PHONE:</b> (503) 306-5832 <b>FAX:</b> (503) 248-3086 <b>E-MAIL:</b> mike.king@co.multnomah.or.us
<b>PROGRAM ADDRESS:</b> 1120 SW 3 <sup>rd</sup> Avenue, #358 Portland, OR 97204	
<b>PROGRAM PURPOSE:</b> To determine appropriate supervision levels and placement of offenders. To provide case planning and limited case management for parolees transitioning to the community.	
<b>PROGRAM DESCRIPTION:</b> Centralized Intake accesses a variety of information to place offenders, including criminal histories, self-reported information, a risk assessment, pre-sentence investigations, alcohol and drug evaluations, Pre-Trial Services information, and prison information. The department identifies offenders' risk level and needs as they enter the criminal justice system. The department also determines the appropriate level of intervention to accomplish case management goals. The Parole Transition Program works with institutional release counselors to identify and respond to the needs of parolees with a focus on those who are subsidy-eligible. Services include transitional housing, bus tickets, meal tickets, work related tools and clothing, personal hygiene kits, and other items on a case by case basis. The program also makes referrals to substance abuse and mental health providers.	
<b>TARGET POPULATION:</b> Convicted offenders sentenced to probation or referred to the Department for Alternative Community Service or the Forest Project.	
<b>HOW IT RELATES TO OUTCOMES:</b> Assessment of risk and needs is essential to addressing the factors that could impact recidivism. The Parole Transition Program provides services during the critical post release period when lack of stability is often associated with recidivism.	
<b>CHECK ALL THAT APPLY:</b> <div style="display: flex; flex-wrap: wrap;"> <div style="width: 50%;"> <input checked="" type="checkbox"/> PROBATIONERS  <input checked="" type="checkbox"/> PAROLEES/PPS OFFENDERS:  <input type="checkbox"/> OTHER OFFENDER TYPE:  <input type="checkbox"/> MEN  <input type="checkbox"/> RESIDENTIAL         </div> <div style="width: 50%;"> <input checked="" type="checkbox"/> HIGH  <input checked="" type="checkbox"/> HIGH  <input type="checkbox"/> WOMEN  <input checked="" type="checkbox"/> NON-RESIDENTIAL         </div> <div style="width: 50%;"> <input checked="" type="checkbox"/> MEDIUM  <input checked="" type="checkbox"/> MEDIUM  <input checked="" type="checkbox"/> BOTH  <input type="checkbox"/> BOTH         </div> <div style="width: 50%;"> <input checked="" type="checkbox"/> LOW  <input type="checkbox"/> LOW  <input type="checkbox"/> LIMITED  <input type="checkbox"/> LIMITED         </div> </div>	
<b>TOTAL NUMBER OF OFFENDERS TO BE SERVED DURING THE BIENNIUM:</b> 9,600 probation intake 1,800 parole transition	<b>NUMBER OF OFFENDERS WHO CAN BE ACTIVELY INVOLVED AT ANY ONE TIME:</b> N/A

## PROGRAM DESCRIPTION

<b>COUNTY:</b> Multnomah	
<b>PROGRAM NAME:</b> Pretrial Services	
<b>CONTACT PERSON:</b> Mike King	<b>PHONE:</b> (503) 306-5832 <b>FAX:</b> (503) 248-3086 <b>E-MAIL:</b> mike.king@co.multnomah.or.us
<b>PROGRAM ADDRESS:</b> 1120 SW 3 <sup>rd</sup> Avenue, #358 Portland, OR 97204	
<b>PROGRAM PURPOSE:</b> To conduct pretrial interviews with incarcerated defendants to determine their suitability for release. To supervise pretrial releasees.	
<b>PROGRAM DESCRIPTION:</b> Operating under authority delegated by the courts, Pretrial Services evaluates defendants and releases from custody those who meet criteria established to assure their return for future court appearances. This unit provides supervision for those individuals who require monitoring, telephone, and office contacts to make their court dates and comply with other release conditions.	
<b>TARGET POPULATION:</b> Pretrial defendants	
<b>HOW IT RELATES TO OUTCOMES:</b> Pretrial Services helps stabilize defendants in the community, thereby contributing to successful supervision outcomes.	
<b>CHECK ALL THAT APPLY:</b> <div style="display: flex; flex-wrap: wrap;"> <div style="width: 25%;"> <input type="checkbox"/> PROBATIONERS  <input type="checkbox"/> PAROLEES/PPS OFFENDERS:  <input checked="" type="checkbox"/> OTHER OFFENDER TYPE: Pretrial defendants  <input type="checkbox"/> MEN  <input type="checkbox"/> RESIDENTIAL         </div> <div style="width: 25%;"> <input type="checkbox"/> HIGH  <input type="checkbox"/> HIGH  <input type="checkbox"/> WOMEN  <input type="checkbox"/> NON-RESIDENTIAL         </div> <div style="width: 25%;"> <input type="checkbox"/> MEDIUM  <input type="checkbox"/> MEDIUM  <input checked="" type="checkbox"/> BOTH  <input checked="" type="checkbox"/> BOTH         </div> <div style="width: 25%;"> <input type="checkbox"/> LOW  <input type="checkbox"/> LOW  <input type="checkbox"/> LIMITED  <input type="checkbox"/> LIMITED         </div> </div>	
<b>TOTAL NUMBER OF OFFENDERS TO BE SERVED DURING THE BIENNIUM:</b> 42,000 pretrial interviews	<b>NUMBER OF OFFENDERS WHO CAN BE ACTIVELY INVOLVED AT ANY ONE TIME:</b> Maximum Pretrial Supervision caseload: 1,200

## PROGRAM DESCRIPTION

<b>COUNTY:</b> Multnomah																										
<b>PROGRAM NAME:</b> Presentence Investigations																										
<b>CONTACT PERSON:</b> Mike King	<b>PHONE:</b> (503) 306-5832 <b>FAX:</b> (503) 248-3086 <b>E-MAIL:</b> mike.king@co.multnomah.or.us																									
<b>PROGRAM ADDRESS:</b> 1120 SW 3 <sup>rd</sup> Avenue, #358 Portland, OR 97204																										
<b>PROGRAM PURPOSE:</b> To provide reports for sentencing judges to assist in the sentencing process.																										
<b>PROGRAM DESCRIPTION:</b> The Presentence Investigation Unit contributes to a timely, fair, and consistent sentencing process. The Unit provides a full written investigation of the circumstances of a criminal offense, a defendant's criminal record, his/her social history and his/her present condition and environment. The investigation report assists the court by providing information that is relevant to the sentencing decision and by presenting sentencing options that give the offender an opportunity to achieve positive changes in the community through integrated supervision, treatment, and sanction strategies.																										
<b>TARGET POPULATION:</b> Convicted offenders pending sentencing.																										
<b>HOW IT RELATES TO OUTCOMES:</b> Presentence investigations contribute to positive probation outcomes by identifying the criminogenic needs of offenders.																										
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<b>TOTAL NUMBER OF OFFENDERS TO BE SERVED DURING THE BIENNIUM:</b> 840	<b>NUMBER OF OFFENDERS WHO CAN BE ACTIVELY INVOLVED AT ANY ONE TIME:</b> N/A																									



## PROGRAM DESCRIPTION

<b>COUNTY:</b> Multnomah																										
<b>PROGRAM NAME:</b> Hearings																										
<b>CONTACT PERSON:</b> Mike King	<b>PHONE:</b> (503) 306-5892 <b>FAX:</b> (503) 248-3086 <b>E-MAIL:</b> mike.king@co.multnomah.or.us																									
<b>PROGRAM ADDRESS:</b> 421 SW 5 <sup>th</sup> Avenu, Suite 600 Portland, OR 97204																										
<b>PROGRAM PURPOSE:</b> To conduct timely hearings with parolees and probationers accused of violations of supervision conditions.																										
<b>PROGRAM DESCRIPTION:</b> . Hearings officers have authority to conduct hearings, impose sanctions, refer to treatment or other interventions, release from custody, recommend revocation to prison, and make other recommendations to releasing authorities. Hearings officers present structured sanctions to offenders in custody to diminish the time the field officers are taken out of service to travel to jails and present sanctions themselves.																										
<b>TARGET POPULATION:</b> Parolees and probationers accused of violating the conditions of supervision.																										
<b>HOW IT RELATES TO OUTCOMES:</b> Hearings Officers work with PO's to impose sanctions and interventions that are likely to reduce future criminal behavior.																										
<b>CHECK ALL THAT APPLY:</b> <table style="width: 100%;"> <tr> <td><input checked="" type="checkbox"/> PROBATIONERS</td> <td><input checked="" type="checkbox"/> HIGH</td> <td><input checked="" type="checkbox"/> MEDIUM</td> <td><input checked="" type="checkbox"/> LOW</td> <td><input checked="" type="checkbox"/> LIMITED</td> </tr> <tr> <td><input checked="" type="checkbox"/> PAROLEES/PPS OFFENDERS:</td> <td><input checked="" type="checkbox"/> HIGH</td> <td><input checked="" type="checkbox"/> MEDIUM</td> <td><input checked="" type="checkbox"/> LOW</td> <td><input checked="" type="checkbox"/> LIMITED</td> </tr> <tr> <td colspan="5"><input type="checkbox"/> OTHER OFFENDER TYPE:</td> </tr> <tr> <td><input type="checkbox"/> MEN</td> <td><input type="checkbox"/> WOMEN</td> <td colspan="3"><input checked="" type="checkbox"/> BOTH</td> </tr> <tr> <td><input type="checkbox"/> RESIDENTIAL</td> <td><input type="checkbox"/> NON-RESIDENTIAL</td> <td colspan="3"><input checked="" type="checkbox"/> BOTH</td> </tr> </table>		<input checked="" type="checkbox"/> PROBATIONERS	<input checked="" type="checkbox"/> HIGH	<input checked="" type="checkbox"/> MEDIUM	<input checked="" type="checkbox"/> LOW	<input checked="" type="checkbox"/> LIMITED	<input checked="" type="checkbox"/> PAROLEES/PPS OFFENDERS:	<input checked="" type="checkbox"/> HIGH	<input checked="" type="checkbox"/> MEDIUM	<input checked="" type="checkbox"/> LOW	<input checked="" type="checkbox"/> LIMITED	<input type="checkbox"/> OTHER OFFENDER TYPE:					<input type="checkbox"/> MEN	<input type="checkbox"/> WOMEN	<input checked="" type="checkbox"/> BOTH			<input type="checkbox"/> RESIDENTIAL	<input type="checkbox"/> NON-RESIDENTIAL	<input checked="" type="checkbox"/> BOTH		
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<b>TOTAL NUMBER OF OFFENDERS TO BE SERVED DURING THE BIENNIUM:</b> 2,160	<b>NUMBER OF OFFENDERS WHO CAN BE ACTIVELY INVOLVED AT ANY ONE TIME:</b>																									

## PROGRAM DESCRIPTION

<b>COUNTY:</b> Multnomah	
<b>PROGRAM NAME:</b> Sanctions Tracking	
<b>CONTACT PERSON:</b> Mike King	<b>PHONE:</b> (503) 306-5832 <b>FAX:</b> (503) 248-3086 <b>E-MAIL:</b> mike.king@co.multnomah.or.us
<b>PROGRAM ADDRESS:</b> 421 SW 5 <sup>th</sup> Avenue, Suite 600 Portland, OR 97204	
<b>PROGRAM PURPOSE:</b> To provide PO's Supervisors, and Hearings Officers with information on sanction options and to track sanction-related data.	
<b>PROGRAM DESCRIPTION:</b> Sanctions Tracking maintains up-to-date information on a variety of sanctions and interventions and serves as a resource hub for staff. The program is designed to save field officers time. Sanctions Tracking maintains utilization and performance data for various sanctions and assures that data collection meets state and local needs.	
<b>TARGET POPULATION:</b> Parole and probation violators	
<b>HOW IT RELATES TO OUTCOMES:</b> Helps assure that sanctions are swift and appropriate to risk and need factors.	
<b>CHECK ALL THAT APPLY:</b> N/A <div style="display: flex; flex-wrap: wrap;"> <div style="width: 25%;"><input type="checkbox"/> PROBATIONERS</div> <div style="width: 25%;"><input type="checkbox"/> HIGH</div> <div style="width: 25%;"><input type="checkbox"/> MEDIUM</div> <div style="width: 25%;"><input type="checkbox"/> LOW</div> <div style="width: 25%;"><input type="checkbox"/> LIMITED</div> <div style="width: 25%;"><input type="checkbox"/> PAROLEES/PPS OFFENDERS:</div> <div style="width: 25%;"><input type="checkbox"/> HIGH</div> <div style="width: 25%;"><input type="checkbox"/> MEDIUM</div> <div style="width: 25%;"><input type="checkbox"/> LOW</div> <div style="width: 25%;"><input type="checkbox"/> LIMITED</div> <div style="width: 25%;"><input type="checkbox"/> OTHER OFFENDER TYPE:</div> <div style="width: 25%;"><input type="checkbox"/> MEN</div> <div style="width: 25%;"><input type="checkbox"/> WOMEN</div> <div style="width: 25%;"><input type="checkbox"/> BOTH</div> <div style="width: 25%;"><input type="checkbox"/> RESIDENTIAL</div> <div style="width: 25%;"><input type="checkbox"/> NON-RESIDENTIAL</div> <div style="width: 25%;"><input type="checkbox"/> BOTH</div> </div>	
<b>TOTAL NUMBER OF OFFENDERS TO BE SERVED DURING THE BIENNIUM:</b> N/A	<b>NUMBER OF OFFENDERS WHO CAN BE ACTIVELY INVOLVED AT ANY ONE TIME:</b> N/A

## PROGRAM DESCRIPTION

<b>COUNTY:</b> <b>Multnomah</b>	
<b>PROGRAM NAME:</b> Local Control (includes Transition Services)	
<b>CONTACT PERSON:</b> Mike King	<b>PHONE:</b> (503) 306-5832 <b>FAX:</b> (503) 248-3086 <b>E-MAIL:</b> mike.king@co.multnomah.or.us
<b>PROGRAM ADDRESS:</b> 421 SW 5 <sup>th</sup> Avenue, Suite 600 Portland, OR 97204	
<b>PROGRAM PURPOSE:</b> To reduce the recidivism of offenders sentenced to 12 months or less.	
<b>PROGRAM DESCRIPTION:</b> Local Control is responsible for the identification of local control cases, development of case plans for each offender, movement of offenders from jail to community-based sanctions, supervision of offenders while they complete their sentences in the community, and the transfer of cases to post-prison supervision at the expiration of their sentences. One of the Unit's objectives is the successful transition of Local Control offenders from jail to the community. The Department's Housing, Substance Abuse, and employment (through the Learning Center) services are available to assist with that objective. The Unit processes and supervises offenders in cooperation with the Sheriff's Office.	
<b>TARGET POPULATION:</b> Offenders sentenced to 12 months or less.	
<b>HOW IT RELATES TO OUTCOMES:</b> Local Control staff reduce the likelihood of recidivism by assuring that case plans responsive to risk and need factors are developed for each offender sentenced to 12 months or less.	
<b>CHECK ALL THAT APPLY:</b> <div style="display: flex; flex-wrap: wrap;"> <div style="width: 50%;"> <input checked="" type="checkbox"/> PROBATIONERS  <input checked="" type="checkbox"/> PAROLEES/PPS OFFENDERS:  <input checked="" type="checkbox"/> OTHER OFFENDER TYPE: Local control inmates  <input type="checkbox"/> MEN      <input type="checkbox"/> WOMEN  <input type="checkbox"/> RESIDENTIAL      <input type="checkbox"/> NON-RESIDENTIAL         </div> <div style="width: 50%;"> <input checked="" type="checkbox"/> HIGH      <input checked="" type="checkbox"/> MEDIUM      <input checked="" type="checkbox"/> LOW      <input checked="" type="checkbox"/> LIMITED  <input checked="" type="checkbox"/> HIGH      <input checked="" type="checkbox"/> MEDIUM      <input checked="" type="checkbox"/> LOW      <input checked="" type="checkbox"/> LIMITED  <input checked="" type="checkbox"/> BOTH  <input checked="" type="checkbox"/> BOTH         </div> </div>	
<b>TOTAL NUMBER OF OFFENDERS TO BE SERVED DURING THE BIENNIUM:</b> 5,862 Local Control intakes, including 3,856 new crimes and revocations, per Office of Economic Analysis	<b>NUMBER OF OFFENDERS WHO CAN BE ACTIVELY INVOLVED AT ANY ONE TIME:</b> N/A

## PROGRAM DESCRIPTION

<b>COUNTY:</b> Multnomah																										
<b>PROGRAM NAME:</b> Offender Supervision																										
<b>CONTACT PERSON:</b> Jim Rood	<b>PHONE:</b> (503) 248- <b>FAX:</b> (503) 248-3990 <b>E-MAIL:</b> jim.rood@co.multnomah.or.us																									
<b>PROGRAM ADDRESS:</b> 421 SW 54 <sup>th</sup> Avenue, Suite 600 Portland, OR 97204																										
<b>PROGRAM PURPOSE:</b> To supervise adult offenders to protect the community and promote positive offender behavioral change.																										
<b>PROGRAM DESCRIPTION:</b> The Department has field offices in North Portland, Northeast Portland, Southwest Portland, Inner Southeast Portland, Mid-County, and Gresham. Staff work with community and civic groups, police, community-based resources, schools, and County organizations. Field offices emphasize monitoring of high and medium risk offenders, imposition of structured sanctions, and response to criminogenic needs. Specialized units supervise sex offenders, gang involved offenders, domestic violence offenders, chronic DUI offenders, mentally ill offenders, Boot Camp graduates, African-American offenders returning to their communities after serving prison terms, and offenders in transition to other states or counties.																										
<b>TARGET POPULATION:</b> Offenders on parole and probation.																										
<b>HOW IT RELATES TO OUTCOMES:</b> Field supervision focuses on high and medium risk offenders and emphasizes response to criminogenic needs. Research indicates that this approach can lead to reductions in recidivism.																										
<b>CHECK ALL THAT APPLY:</b> <table style="width: 100%; border: none;"> <tr> <td><input checked="" type="checkbox"/> PROBATIONERS</td> <td><input checked="" type="checkbox"/> HIGH</td> <td><input checked="" type="checkbox"/> MEDIUM</td> <td><input checked="" type="checkbox"/> LOW</td> <td><input checked="" type="checkbox"/> LIMITED</td> </tr> <tr> <td><input checked="" type="checkbox"/> PAROLEES/PPS OFFENDERS:</td> <td><input checked="" type="checkbox"/> HIGH</td> <td><input checked="" type="checkbox"/> MEDIUM</td> <td><input checked="" type="checkbox"/> LOW</td> <td><input checked="" type="checkbox"/> LIMITED</td> </tr> <tr> <td colspan="5"><input type="checkbox"/> OTHER OFFENDER TYPE:</td> </tr> <tr> <td><input type="checkbox"/> MEN</td> <td><input type="checkbox"/> WOMEN</td> <td colspan="3"><input checked="" type="checkbox"/> BOTH</td> </tr> <tr> <td><input type="checkbox"/> RESIDENTIAL</td> <td><input type="checkbox"/> NON-RESIDENTIAL</td> <td colspan="3"><input checked="" type="checkbox"/> BOTH</td> </tr> </table>		<input checked="" type="checkbox"/> PROBATIONERS	<input checked="" type="checkbox"/> HIGH	<input checked="" type="checkbox"/> MEDIUM	<input checked="" type="checkbox"/> LOW	<input checked="" type="checkbox"/> LIMITED	<input checked="" type="checkbox"/> PAROLEES/PPS OFFENDERS:	<input checked="" type="checkbox"/> HIGH	<input checked="" type="checkbox"/> MEDIUM	<input checked="" type="checkbox"/> LOW	<input checked="" type="checkbox"/> LIMITED	<input type="checkbox"/> OTHER OFFENDER TYPE:					<input type="checkbox"/> MEN	<input type="checkbox"/> WOMEN	<input checked="" type="checkbox"/> BOTH			<input type="checkbox"/> RESIDENTIAL	<input type="checkbox"/> NON-RESIDENTIAL	<input checked="" type="checkbox"/> BOTH		
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<input type="checkbox"/> RESIDENTIAL	<input type="checkbox"/> NON-RESIDENTIAL	<input checked="" type="checkbox"/> BOTH																								
<b>TOTAL NUMBER OF OFFENDERS TO BE SERVED DURING THE BIENNIUM:</b> 10,000 new cases	<b>NUMBER OF OFFENDERS WHO CAN BE ACTIVELY INVOLVED AT ANY ONE TIME:</b> N/A																									

## PROGRAM DESCRIPTION

<b>COUNTY:</b> Multnomah	
<b>PROGRAM NAME:</b> Centralized Team Supervision (CTS)	
<b>CONTACT PERSON:</b> Michael Haines	<b>PHONE:</b> (503) 248-3456 <b>FAX:</b> (503) 248-3234 <b>E-MAIL:</b> michael.haines@co.multnomah.or.us
<b>PROGRAM ADDRESS:</b> 727 NE 24 <sup>th</sup> Avenue Portland, OR 97214	
<b>PROGRAM PURPOSE:</b> To provide cost-effective supervision of low and limited risk offenders.	
<b>PROGRAM DESCRIPTION:</b> In the CTS system, offenders are asked to report via telephone and/or mail. They are monitored for compliance with the conditions of supervision and referrals are made to the appropriate services. The CTS unit was a new cost center in the 1997-98 budget and was started as a pilot in 1995-96. A 1997 performance audit by the Multnomah County Auditor found Centralized Team Supervision to be cost effective and recommended its expanded use. There are over 3,300 cases on active supervision in the CTS system.	
<b>TARGET POPULATION:</b> Low and limited risk parolees and probationers.	
<b>HOW IT RELATES TO OUTCOMES:</b> Research indicates that the overall recidivism of offenders under supervision is reduced by shifting resources from low to high risk cases. CTS helps the Department accomplish that objective, as recommended by the County Auditor.	
<b>CHECK ALL THAT APPLY:</b> <div style="display: flex; flex-wrap: wrap;"> <div style="width: 50%;"> <input checked="" type="checkbox"/> PROBATIONERS  <input checked="" type="checkbox"/> PAROLEES/PPS OFFENDERS:  <input type="checkbox"/> OTHER OFFENDER TYPE:  <input type="checkbox"/> MEN  <input type="checkbox"/> RESIDENTIAL         </div> <div style="width: 50%;"> <input type="checkbox"/> HIGH  <input type="checkbox"/> HIGH  <input type="checkbox"/> WOMEN  <input checked="" type="checkbox"/> NON-RESIDENTIAL         </div> <div style="width: 50%;"> <input type="checkbox"/> MEDIUM  <input type="checkbox"/> MEDIUM  <input checked="" type="checkbox"/> BOTH  <input type="checkbox"/> BOTH         </div> <div style="width: 50%;"> <input checked="" type="checkbox"/> LOW  <input checked="" type="checkbox"/> LOW         </div> <div style="width: 50%;"> <input checked="" type="checkbox"/> LIMITED  <input checked="" type="checkbox"/> LIMITED         </div> </div>	
<b>TOTAL NUMBER OF OFFENDERS TO BE SERVED DURING THE BIENNIUM:</b> 3,500 New cases (included in Offender Supervision total)	<b>NUMBER OF OFFENDERS WHO CAN BE ACTIVELY INVOLVED AT ANY ONE TIME:</b> N/A

## PROGRAM DESCRIPTION

<b>COUNTY:</b> Multnomah																										
<b>PROGRAM NAME:</b> DUII Supervision																										
<b>CONTACT PERSON:</b> Carl Jaber	<b>PHONE:</b> (503) 248-3178 <b>FAX:</b> (503) 248-3357 <b>E-MAIL:</b> carl.j.jaber@co.multnomah.or.us																									
<b>PROGRAM ADDRESS:</b> 407 NE 12 <sup>th</sup> Avenue Portland, OR 97232																										
<b>PROGRAM PURPOSE:</b> To provide a high level of supervision for chronic DUII offenders.																										
<p><b>PROGRAM DESCRIPTION:</b> The DUII unit targets offenders with three or more DUII convictions within the past ten years. Offenders are required to attend a Victim's Panel, undergo alcohol and drug assessment, and participate in treatment. Surveillance of the offender's home and vehicle is conducted to ensure compliance with drinking and driving restrictions. This population of offenders is recognized as a significant threat to public safety.</p> <p>The Department was awarded a grant by the Oregon Department of Transportation to implement an enhanced DUII Bench Probation program in 1999. The program involves monitoring LEDS/EPR "hits" and reporting possible violations to the court.</p>																										
<b>TARGET POPULATION:</b> Chronic DUII offenders.																										
<b>HOW IT RELATES TO OUTCOMES:</b> This program responds to a County priority to reduce the incidence of drunk driving and its societal costs.																										
<b>CHECK ALL THAT APPLY:</b> <table style="width: 100%;"> <tr> <td><input checked="" type="checkbox"/> PROBATIONERS</td> <td><input checked="" type="checkbox"/> HIGH</td> <td><input checked="" type="checkbox"/> MEDIUM</td> <td><input checked="" type="checkbox"/> LOW</td> <td><input checked="" type="checkbox"/> LIMITED</td> </tr> <tr> <td><input type="checkbox"/> PAROLEES/PPS OFFENDERS:</td> <td><input type="checkbox"/> HIGH</td> <td><input type="checkbox"/> MEDIUM</td> <td><input type="checkbox"/> LOW</td> <td><input type="checkbox"/> LIMITED</td> </tr> <tr> <td colspan="5"><input checked="" type="checkbox"/> OTHER OFFENDER TYPE: DUII Diversion Offenders</td> </tr> <tr> <td><input type="checkbox"/> MEN</td> <td><input type="checkbox"/> WOMEN</td> <td colspan="3"><input checked="" type="checkbox"/> BOTH</td> </tr> <tr> <td><input type="checkbox"/> RESIDENTIAL</td> <td><input checked="" type="checkbox"/> NON-RESIDENTIAL</td> <td colspan="3"><input type="checkbox"/> BOTH</td> </tr> </table>		<input checked="" type="checkbox"/> PROBATIONERS	<input checked="" type="checkbox"/> HIGH	<input checked="" type="checkbox"/> MEDIUM	<input checked="" type="checkbox"/> LOW	<input checked="" type="checkbox"/> LIMITED	<input type="checkbox"/> PAROLEES/PPS OFFENDERS:	<input type="checkbox"/> HIGH	<input type="checkbox"/> MEDIUM	<input type="checkbox"/> LOW	<input type="checkbox"/> LIMITED	<input checked="" type="checkbox"/> OTHER OFFENDER TYPE: DUII Diversion Offenders					<input type="checkbox"/> MEN	<input type="checkbox"/> WOMEN	<input checked="" type="checkbox"/> BOTH			<input type="checkbox"/> RESIDENTIAL	<input checked="" type="checkbox"/> NON-RESIDENTIAL	<input type="checkbox"/> BOTH		
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<input checked="" type="checkbox"/> OTHER OFFENDER TYPE: DUII Diversion Offenders																										
<input type="checkbox"/> MEN	<input type="checkbox"/> WOMEN	<input checked="" type="checkbox"/> BOTH																								
<input type="checkbox"/> RESIDENTIAL	<input checked="" type="checkbox"/> NON-RESIDENTIAL	<input type="checkbox"/> BOTH																								
<b>TOTAL NUMBER OF OFFENDERS TO BE SERVED DURING THE BIENNIUM:</b> 550 new cases (included in Offender Supervision total)	<b>NUMBER OF OFFENDERS WHO CAN BE ACTIVELY INVOLVED AT ANY ONE TIME:</b> N/A																									

## PROGRAM DESCRIPTION

<b>COUNTY:</b> Multnomah	
<b>PROGRAM NAME:</b> Domestic Violence Unit	
<b>CONTACT PERSON:</b> Carl Jaber	<b>PHONE:</b> (503) 248-3178 <b>FAX:</b> (503) 248-3357 <b>E-MAIL:</b> carl.j.jaber@co.multnomah.or.us
<b>PROGRAM ADDRESS:</b> 407 NE 12 <sup>th</sup> Avenue Portland, OR 97232	
<b>PROGRAM PURPOSE:</b> To reduce the incidence of domestic violence.	
<b>PROGRAM DESCRIPTION:</b> This is a collaborative effort with the District Attorney's Office, police, the courts, and private agencies to provide supervision and treatment for offenders and protection for victims of domestic violence. The Unit focuses on achieving behavioral change through mandated participation in anger management, alcohol and drug treatment, or other interventions as appropriate. The Unit supervises both diversion and formal supervision cases.	
<b>TARGET POPULATION:</b> Domestic violence offenders	
<b>HOW IT RELATES TO OUTCOMES:</b> This program employs a number of interventions that target risk factors related to domestic violence recidivism.	
<b>CHECK ALL THAT APPLY:</b> <div style="display: flex; flex-wrap: wrap;"> <div style="width: 50%;"> <input checked="" type="checkbox"/> PROBATIONERS  <input type="checkbox"/> PAROLEES/PPS OFFENDERS:  <input checked="" type="checkbox"/> OTHER OFFENDER TYPE: Deferred sentencing cases  <input type="checkbox"/> MEN      <input type="checkbox"/> WOMEN  <input type="checkbox"/> RESIDENTIAL      <input checked="" type="checkbox"/> NON-RESIDENTIAL         </div> <div style="width: 50%;"> <input checked="" type="checkbox"/> HIGH      <input checked="" type="checkbox"/> MEDIUM      <input checked="" type="checkbox"/> LOW      <input checked="" type="checkbox"/> LIMITED  <input type="checkbox"/> HIGH      <input type="checkbox"/> MEDIUM      <input type="checkbox"/> LOW      <input type="checkbox"/> LIMITED  <input checked="" type="checkbox"/> BOTH  <input type="checkbox"/> BOTH         </div> </div>	
<b>TOTAL NUMBER OF OFFENDERS TO BE SERVED DURING THE BIENNIUM:</b> 1,000 new cases (included in Offender Supervision total)	<b>NUMBER OF OFFENDERS WHO CAN BE ACTIVELY INVOLVED AT ANY ONE TIME:</b> N/A

## PROGRAM DESCRIPTION

<b>COUNTY:</b> Multnomah	
<b>PROGRAM NAME:</b> Substance Abuse Services	
<b>CONTACT PERSON:</b> Ginger Martin	<b>PHONE:</b> (503) 736-6904 <b>FAX:</b> (503) 248-3990 <b>E-MAIL:</b> ginger.martin@co.multnomah.or.us
<b>PROGRAM ADDRESS:</b> 421 SW 5 <sup>th</sup> Avenue, Suite 600 Portland, OR 97204	
<b>PROGRAM PURPOSE:</b> To provide several modalities of substance abuse treatment for offenders.	
<b>PROGRAM DESCRIPTION:</b> Substance Abuse Services provides outpatient treatment, residential treatment, gender specific treatment for women, specialized treatment for mentally ill and addicted offenders (dual diagnosis), and drug testing through contracts with non-profit agencies in the community.	
<b>TARGET POPULATION:</b> Offenders with substance abuse problems.	
<b>HOW IT RELATES TO OUTCOMES:</b> Research indicates that drug users reduce or eliminate their criminal behavior after treatment.	
<b>CHECK ALL THAT APPLY:</b> <div style="display: flex; flex-wrap: wrap;"> <div style="width: 50%;"> <input checked="" type="checkbox"/> PROBATIONERS  <input checked="" type="checkbox"/> PAROLEES/PPS OFFENDERS:  <input checked="" type="checkbox"/> OTHER OFFENDER TYPE: Local Control offenders  <input type="checkbox"/> MEN  <input type="checkbox"/> RESIDENTIAL         </div> <div style="width: 50%;"> <input checked="" type="checkbox"/> HIGH  <input checked="" type="checkbox"/> HIGH  <input type="checkbox"/> WOMEN  <input type="checkbox"/> NON-RESIDENTIAL         </div> <div style="width: 50%;"> <input checked="" type="checkbox"/> MEDIUM  <input checked="" type="checkbox"/> MEDIUM  <input checked="" type="checkbox"/> BOTH  <input checked="" type="checkbox"/> BOTH         </div> <div style="width: 50%;"> <input checked="" type="checkbox"/> LOW  <input checked="" type="checkbox"/> LOW  <input type="checkbox"/> LIMITED  <input type="checkbox"/> LIMITED         </div> </div>	
<b>TOTAL NUMBER OF OFFENDERS TO BE SERVED DURING THE BIENNIUM:</b> 800	<b>NUMBER OF OFFENDERS WHO CAN BE ACTIVELY INVOLVED AT ANY ONE TIME:</b> 260



## PROGRAM DESCRIPTION

<b>COUNTY:</b> Multnomah	
<b>PROGRAM NAME:</b> A & D Facility	
<b>CONTACT PERSON:</b> Ginger Martin	<b>PHONE:</b> (503) 736-6904 <b>FAX:</b> (503) 248-3990 <b>E-MAIL:</b> ginger.martin@co.multnomah.or.us
<b>PROGRAM ADDRESS:</b> 421 SW 5 <sup>th</sup> Avenue, Suite 600 Portland, OR 97204	
<b>PROGRAM PURPOSE:</b> To provide mandated treatment in a locked treatment facility for offenders who have failed community-based, less secure programs or who face jail terms due to noncompliance with the conditions of their supervision.	
<b>PROGRAM DESCRIPTION:</b> The program will provide intensive residential treatment for 70 male offenders. Offenders will complete 3-6 months of residential treatment, then transition to community-based treatment for the remainder of the year. The program fills a service gap between community treatment and jail. Program design is based on current research on effective programming.	
<b>TARGET POPULATION:</b> Offenders with substance abuse problems who require a highly structured program to succeed in treatment.	
<b>HOW IT RELATES TO OUTCOMES:</b> The program is intended to reduce the risk of future criminal behavior in offender participants by successfully treating the underlying problem of addiction.	
<b>CHECK ALL THAT APPLY:</b> <div style="display: flex; flex-wrap: wrap;"> <div style="width: 25%;"><input checked="" type="checkbox"/> PROBATIONERS</div> <div style="width: 25%;"><input checked="" type="checkbox"/> HIGH</div> <div style="width: 25%;"><input checked="" type="checkbox"/> MEDIUM</div> <div style="width: 25%;"><input checked="" type="checkbox"/> LOW</div> <div style="width: 25%;"><input checked="" type="checkbox"/> LIMITED</div> <div style="width: 25%;"><input checked="" type="checkbox"/> PAROLEES/PPS OFFENDERS:</div> <div style="width: 25%;"><input checked="" type="checkbox"/> HIGH</div> <div style="width: 25%;"><input checked="" type="checkbox"/> MEDIUM</div> <div style="width: 25%;"><input checked="" type="checkbox"/> LOW</div> <div style="width: 25%;"><input checked="" type="checkbox"/> LIMITED</div> <div style="width: 100%;"><input checked="" type="checkbox"/> OTHER OFFENDER TYPE: Local Control offenders</div> <div style="width: 33%;"><input checked="" type="checkbox"/> MEN</div> <div style="width: 33%;"><input type="checkbox"/> WOMEN</div> <div style="width: 33%;"><input type="checkbox"/> BOTH</div> <div style="width: 33%;"><input checked="" type="checkbox"/> RESIDENTIAL</div> <div style="width: 33%;"><input type="checkbox"/> NON-RESIDENTIAL</div> <div style="width: 33%;"><input type="checkbox"/> BOTH</div> </div>	
<b>TOTAL NUMBER OF OFFENDERS TO BE SERVED DURING THE BIENNIUM:</b> 350	<b>NUMBER OF OFFENDERS WHO CAN BE ACTIVELY INVOLVED AT ANY ONE TIME:</b> 70

## PROGRAM DESCRIPTION

<b>COUNTY:</b> Multnomah	
<b>PROGRAM NAME:</b> Mental Health Services	
<b>CONTACT PERSON:</b> Ginger Martin	<b>PHONE:</b> (503) 736-6904 <b>FAX:</b> (503) 248-3990 <b>E-MAIL:</b> ginger.martin@co.multnomah.or.us
<b>PROGRAM ADDRESS:</b> 421 SW 5 <sup>th</sup> Avenue, Suite 600 Portland, OR 97204	
<b>PROGRAM PURPOSE:</b> To provide a variety of clinical and case management services for offenders with mental health and sex offense issues.	
<b>PROGRAM DESCRIPTION:</b> The Mental Health Services program provides case management services, crisis intervention services, psychological and sex offender evaluations, consultation, medication management, group therapy, and sex offender treatment through contracts with local agencies or individual specialists.	
<b>TARGET POPULATION:</b> Offenders with mental health problems referred for evaluation, treatment, or case management.	
<b>HOW IT RELATES TO OUTCOMES:</b> This program helps establish conditions of supervision and provide the treatment/stabilization services for the target population that are most likely to reduce recidivism.	
<b>CHECK ALL THAT APPLY:</b> <div style="display: flex; flex-wrap: wrap;"> <div style="width: 50%;"> <input checked="" type="checkbox"/> PROBATIONERS  <input checked="" type="checkbox"/> PAROLEES/PPS OFFENDERS:  <input checked="" type="checkbox"/> OTHER OFFENDER TYPE: Local Control offenders  <input type="checkbox"/> MEN  <input type="checkbox"/> RESIDENTIAL         </div> <div style="width: 50%;"> <input checked="" type="checkbox"/> HIGH  <input checked="" type="checkbox"/> HIGH  <input type="checkbox"/> WOMEN  <input checked="" type="checkbox"/> NON-RESIDENTIAL         </div> <div style="width: 50%;"> <input checked="" type="checkbox"/> MEDIUM  <input checked="" type="checkbox"/> MEDIUM  <input checked="" type="checkbox"/> BOTH  <input type="checkbox"/> BOTH         </div> <div style="width: 50%;"> <input checked="" type="checkbox"/> LOW  <input checked="" type="checkbox"/> LOW  <input type="checkbox"/> BOTH         </div> <div style="width: 50%;"> <input checked="" type="checkbox"/> LIMITED  <input checked="" type="checkbox"/> LIMITED         </div> </div>	
<b>TOTAL NUMBER OF OFFENDERS TO BE SERVED DURING THE BIENNIUM:</b> MH Treatment: 400 MH Evaluation: 85	<b>NUMBER OF OFFENDERS WHO CAN BE ACTIVELY INVOLVED AT ANY ONE TIME:</b> Varies

## PROGRAM DESCRIPTION

<b>COUNTY:</b> Multnomah	
<b>PROGRAM NAME:</b> Women's Services	
<b>CONTACT PERSON:</b> Kevin Criswell	<b>PHONE:</b> (503) 248-3301 <b>FAX:</b> (503) 248-3239 <b>E-MAIL:</b> sheila.k.criswell@co.multnomah.or.us
<b>PROGRAM ADDRESS:</b> 412 SW 12 <sup>th</sup> Avenue Portland, OR 97205	
<b>PROGRAM PURPOSE:</b> To provide gender specific services and sanctions.	
<b>PROGRAM DESCRIPTION:</b> Women's Services provides transitional housing, parenting classes, gender specific groups and short-term sanctions. Groups may include cognitive restructuring, relapse prevention regarding substance abuse and / or criminality, life-skills and stabilization. All pregnant women on supervision (regardless of supervision level) receive services from ADAPT Community Health Nurses. The ADAPT multi-disciplinary team from Women's Services provides comprehensive services to High and Medium risk offenders based on criminogenic needs. In addition, the Department also provides supervision in our district offices to specialized caseloads of women classified as high risk.	
<b>TARGET POPULATION:</b> Female offenders.	
<b>HOW IT RELATES TO OUTCOMES:</b> Gender specific and specialized services for female offenders address criminogenic needs in a manner and environment most likely to reduce recidivism. The ADAPT program addresses the County benchmark for drug-free babies.	
<b>CHECK ALL THAT APPLY:</b> <div style="display: flex; flex-wrap: wrap;"> <div style="width: 25%;"> <input checked="" type="checkbox"/> PROBATIONERS  <input checked="" type="checkbox"/> PAROLEES/PPS OFFENDERS:  <input checked="" type="checkbox"/> OTHER OFFENDER TYPE: Local Control offenders  <input type="checkbox"/> MEN  <input type="checkbox"/> RESIDENTIAL         </div> <div style="width: 25%;"> <input checked="" type="checkbox"/> HIGH  <input checked="" type="checkbox"/> HIGH  <input type="checkbox"/> WOMEN  <input type="checkbox"/> NON-RESIDENTIAL         </div> <div style="width: 25%;"> <input checked="" type="checkbox"/> MEDIUM  <input checked="" type="checkbox"/> MEDIUM  <input type="checkbox"/> BOTH  <input checked="" type="checkbox"/> BOTH         </div> <div style="width: 25%;"> <input checked="" type="checkbox"/> LOW  <input checked="" type="checkbox"/> LOW  <input type="checkbox"/> LIMITED  <input type="checkbox"/> LIMITED         </div> </div>	
<b>TOTAL NUMBER OF OFFENDERS TO BE SERVED DURING THE BIENNIUM:</b> About 650 to 700 high and medium risk female offenders under supervision at any given time.	<b>NUMBER OF OFFENDERS WHO CAN BE ACTIVELY INVOLVED AT ANY ONE TIME:</b> N/A

## PROGRAM DESCRIPTION

<b>COUNTY:</b> Multnomah	
<b>PROGRAM NAME:</b> Day Reporting Center	
<b>CONTACT PERSON:</b> Kevin Criswell	<b>PHONE:</b> (503) 248-3301 <b>FAX:</b> (503) 248-3239 <b>E-MAIL:</b> sheila.k.criswell@co.multnomah.or.us
<b>PROGRAM ADDRESS:</b> 400 SW 12 <sup>th</sup> Avenue Portland, OR 97205	
<b>PROGRAM PURPOSE:</b> To provide a highly structured intermediate sanction.	
<b>PROGRAM DESCRIPTION:</b> The Day Reporting Center (DRC) is a highly structured, non-residential, intermediate sanction program that provides sanctions to clients who have violated the conditions of their parole or probation supervision. The center imposes strict accountability requirements through scheduling, curfew and monitoring of daily activities. The DRC addresses the reintegration of offenders into the community by providing offenders with service components designed to meet their individual needs. These components include on-site services, such as assessment, intensive case management, cognitive restructuring, mental health services, employment readiness, job placement, life skills, alcohol and drug services, and access to education through the Donald H. Londer Center for Learning.	
<b>TARGET POPULATION:</b> Offenders who have violated the conditions of their supervision.	
<b>HOW IT RELATES TO OUTCOMES:</b> The DRC sanction includes an individualized case plan with interventions that are responsive to those risk and need factors that are related to an offender's criminal behavior.	
<b>CHECK ALL THAT APPLY:</b> <div style="display: flex; flex-wrap: wrap;"> <div style="width: 25%;"> <input checked="" type="checkbox"/> PROBATIONERS  <input checked="" type="checkbox"/> PAROLEES/PPS OFFENDERS:  <input checked="" type="checkbox"/> OTHER OFFENDER TYPE: Local Control offenders  <input type="checkbox"/> MEN  <input type="checkbox"/> RESIDENTIAL         </div> <div style="width: 25%;"> <input checked="" type="checkbox"/> HIGH  <input checked="" type="checkbox"/> HIGH  <input type="checkbox"/> WOMEN  <input checked="" type="checkbox"/> NON-RESIDENTIAL         </div> <div style="width: 25%;"> <input checked="" type="checkbox"/> MEDIUM  <input checked="" type="checkbox"/> MEDIUM  <input checked="" type="checkbox"/> BOTH  <input type="checkbox"/> BOTH         </div> <div style="width: 25%;"> <input checked="" type="checkbox"/> LOW  <input checked="" type="checkbox"/> LOW  <input type="checkbox"/> LIMITED  <input type="checkbox"/> LIMITED         </div> </div>	
<b>TOTAL NUMBER OF OFFENDERS TO BE SERVED DURING THE BIENNIUM:</b> 1,200	<b>NUMBER OF OFFENDERS WHO CAN BE ACTIVELY INVOLVED AT ANY ONE TIME:</b> 75

## PROGRAM DESCRIPTION

<b>COUNTY:</b> Multnomah	
<b>PROGRAM NAME:</b> Drug Diversion Program	
<b>CONTACT PERSON:</b> Ginger Martin	<b>PHONE:</b> (503) 736-6904 <b>FAX:</b> (503) 248-3990 <b>E-MAIL:</b> ginger.martin@co.multnomah.or.us
<b>PROGRAM ADDRESS:</b> 421 SW 5 <sup>th</sup> Avenue, Suite 600 Portland, OR 97204	
<b>PROGRAM PURPOSE:</b> To provide immediate access to judicially supervised intensive outpatient drug treatment.	
<b>PROGRAM DESCRIPTION:</b> This program involves the collaboration of the Court, the District Attorney, the Public Defender, a treatment provider, and the Department. Participants are offered deferred prosecution and dismissal of their PCS charge if they complete the program. Throughout the one year course of treatment, participants meet regularly with the judge at status hearings. Based on information provided by the treatment agency, the judge makes case management decisions, including movement through treatment phases, imposition of sanctions, termination, and graduation. This level of court involvement is a unique feature of the program and assists in client retention, which is ultimately one of the keys to positive outcomes.	
<b>TARGET POPULATION:</b> Offenders charged with PCS.	
<b>HOW IT RELATES TO OUTCOMES:</b> Research indicates that drug users reduce or end their criminal behavior after treatment.	
<b>CHECK ALL THAT APPLY:</b> <div style="display: flex; flex-wrap: wrap;"> <div style="width: 50%;"> <input type="checkbox"/> PROBATIONERS  <input type="checkbox"/> PAROLEES/PPS OFFENDERS:  <input checked="" type="checkbox"/> OTHER OFFENDER TYPE: Deferred prosecution cases.         </div> <div style="width: 50%;"> <input type="checkbox"/> HIGH    <input type="checkbox"/> MEDIUM    <input type="checkbox"/> LOW    <input type="checkbox"/> LIMITED  <input type="checkbox"/> HIGH    <input type="checkbox"/> MEDIUM    <input type="checkbox"/> LOW    <input type="checkbox"/> LIMITED  <input type="checkbox"/> MEN        <input type="checkbox"/> WOMEN        <input checked="" type="checkbox"/> BOTH  <input type="checkbox"/> RESIDENTIAL    <input checked="" type="checkbox"/> NON-RESIDENTIAL    <input type="checkbox"/> BOTH         </div> </div>	
<b>TOTAL NUMBER OF OFFENDERS TO BE SERVED DURING THE BIENNIUM:</b> 1,000 new cases	<b>NUMBER OF OFFENDERS WHO CAN BE ACTIVELY INVOLVED AT ANY ONE TIME:</b> 1,000

## PROGRAM DESCRIPTION

<b>COUNTY:</b> <b>Multnomah</b>	
<b>PROGRAM NAME:</b> Londer Learning Center	
<b>CONTACT PERSON:</b> Kevin Criswell	<b>PHONE:</b> (503) 248-3301 <b>FAX:</b> (503) 248-3239 <b>E-MAIL:</b> sheila.k.criswell@co.multnomah.or.us
<b>PROGRAM ADDRESS:</b> 400 SW 12 <sup>th</sup> Avenue Portland, OR 97205	
<b>PROGRAM PURPOSE:</b> To improve the basic skills of offenders so that they will be better equipped to obtain employment.	
<b>PROGRAM DESCRIPTION:</b> The Learning Center provides instruction in basic skills and life skills and offers pre-employment training and GED testing. Instruction is delivered via computers and in small and large groups. The program is able to identify and respond to learning disabilities.	
<b>TARGET POPULATION:</b> Offenders who read and write below 9 <sup>th</sup> grade level.	
<b>HOW IT RELATES TO OUTCOMES:</b> This program is responsive to State and County benchmarks for literacy. Research indicates that recidivism can be reduced by programs targeting education and employment deficits.	
<b>CHECK ALL THAT APPLY:</b> <div style="display: flex; flex-wrap: wrap;"> <div style="width: 50%;"> <input checked="" type="checkbox"/> PROBATIONERS  <input checked="" type="checkbox"/> PAROLEES/PPS OFFENDERS:  <input checked="" type="checkbox"/> OTHER OFFENDER TYPE: Local Control offenders  <input type="checkbox"/> MEN  <input type="checkbox"/> RESIDENTIAL         </div> <div style="width: 50%;"> <input checked="" type="checkbox"/> HIGH  <input checked="" type="checkbox"/> HIGH  <input type="checkbox"/> WOMEN  <input checked="" type="checkbox"/> NON-RESIDENTIAL         </div> <div style="width: 50%;"> <input checked="" type="checkbox"/> MEDIUM  <input checked="" type="checkbox"/> MEDIUM  <input checked="" type="checkbox"/> BOTH  <input type="checkbox"/> BOTH         </div> <div style="width: 50%;"> <input checked="" type="checkbox"/> LOW  <input checked="" type="checkbox"/> LOW  <input type="checkbox"/> BOTH         </div> <div style="width: 50%;"> <input checked="" type="checkbox"/> LIMITED  <input checked="" type="checkbox"/> LIMITED         </div> </div>	
<b>TOTAL NUMBER OF OFFENDERS TO BE SERVED DURING THE BIENNIUM:</b> 900	<b>NUMBER OF OFFENDERS WHO CAN BE ACTIVELY INVOLVED AT ANY ONE TIME:</b> Varies

## PROGRAM DESCRIPTION

<b>COUNTY:</b> <b>Multnomah</b>	
<b>PROGRAM NAME:</b> Alternative Community Service (ACS)	
<b>CONTACT PERSON:</b> Kevin Criswell	<b>PHONE:</b> (503) 248-3301 <b>FAX:</b> (503) 248-3239 <b>E-MAIL:</b> sheila.k.criswill@co.multnomah.or.us
<b>PROGRAM ADDRESS:</b> 412 SW 12 <sup>th</sup> Avenue Portland, OR 97205	
<b>PROGRAM PURPOSE:</b> To provide a sanction that emphasizes an offender's accountability to the community.	
<b>PROGRAM DESCRIPTION:</b> ACS assesses, screens, and places offenders with over 100 non-profit and public agencies or on supervised work crews. The program maintains an intergovernmental agreement with the Portland Parks Bureau to assist with park maintenance. ACS supports the North/Northeast Community Court by managing community service sentences within the North and Northeast neighborhoods served by the Court.	
<b>TARGET POPULATION:</b> Offenders ordered to do community service by the courts or as an administratively imposed sanction.	
<b>HOW IT RELATES TO OUTCOMES:</b> Community service holds an offender accountable for criminal behavior in a way that emphasizes or builds the offender's ties to the community, making it less likely that the offender will re-victimize that community.	
<b>CHECK ALL THAT APPLY:</b> <div style="display: flex; flex-wrap: wrap;"> <div style="width: 25%;"> <input checked="" type="checkbox"/> PROBATIONERS  <input checked="" type="checkbox"/> PAROLEES/PPS OFFENDERS:  <input type="checkbox"/> OTHER OFFENDER TYPE: Local Control and Community Court offenders  <input type="checkbox"/> MEN  <input type="checkbox"/> RESIDENTIAL         </div> <div style="width: 25%;"> <input checked="" type="checkbox"/> HIGH  <input checked="" type="checkbox"/> HIGH  <input type="checkbox"/> WOMEN  <input checked="" type="checkbox"/> NON-RESIDENTIAL         </div> <div style="width: 25%;"> <input checked="" type="checkbox"/> MEDIUM  <input checked="" type="checkbox"/> MEDIUM  <input checked="" type="checkbox"/> BOTH  <input type="checkbox"/> BOTH         </div> <div style="width: 25%;"> <input checked="" type="checkbox"/> LOW  <input checked="" type="checkbox"/> LOW  <input type="checkbox"/> BOTH         </div> <div style="width: 25%;"> <input checked="" type="checkbox"/> LIMITED  <input checked="" type="checkbox"/> LIMITED         </div> </div>	
<b>TOTAL NUMBER OF OFFENDERS TO BE SERVED DURING THE BIENNIUM:</b> 7,000	<b>NUMBER OF OFFENDERS WHO CAN BE ACTIVELY INVOLVED AT ANY ONE TIME:</b> N/A

## PROGRAM DESCRIPTION

<b>COUNTY:</b> <b>Multnomah</b>	
<b>PROGRAM NAME:</b> Forest Project	
<b>CONTACT PERSON:</b> Kevin Criswell	<b>PHONE:</b> (503) 248-3301 <b>FAX:</b> (503) 248- 3239 <b>E-MAIL:</b> sheila.k.criswell@co.multnomah.or.us
<b>PROGRAM ADDRESS:</b> 421 SW 5 <sup>th</sup> Avenue, Suite 600 Portland, OR 97204	
<b>PROGRAM PURPOSE:</b> To provide an intermediate sanction that emphasizes accountability to the community.	
<b>PROGRAM DESCRIPTION:</b> Offenders spend four to ten weeks in a residential camp in the Columbia Gorge. Daily work in the field includes trail building, tree planting, campground maintenance, and fire management for the U.S. Forest Service and other agencies within the Columbia Gorge National Scenic Area. Community service is also performed in nearby communities. The program teaches basic life skills in combination with cognitive training, substance abuse education, and pre-employment training.	
<b>TARGET POPULATION:</b> Offenders appropriate for a residential sentence or sanction in lieu of jail.	
<b>HOW IT RELATES TO OUTCOMES:</b> By holding offenders accountable for their criminal behavior, by offering them opportunities to give something back to the community, and by focusing on specific criminogenic needs while they are in residence, the program will reduce the recidivism of participants.	
<b>CHECK ALL THAT APPLY:</b> <div style="display: flex; flex-wrap: wrap;"> <div style="width: 25%;"><input checked="" type="checkbox"/> PROBATIONERS</div> <div style="width: 25%;"><input checked="" type="checkbox"/> HIGH</div> <div style="width: 25%;"><input checked="" type="checkbox"/> MEDIUM</div> <div style="width: 25%;"><input checked="" type="checkbox"/> LOW</div> <div style="width: 25%;"><input checked="" type="checkbox"/> LIMITED</div> <div style="width: 25%;"><input checked="" type="checkbox"/> PAROLEES/PPS OFFENDERS:</div> <div style="width: 25%;"><input checked="" type="checkbox"/> HIGH</div> <div style="width: 25%;"><input checked="" type="checkbox"/> MEDIUM</div> <div style="width: 25%;"><input checked="" type="checkbox"/> LOW</div> <div style="width: 25%;"><input checked="" type="checkbox"/> LIMITED</div> <div style="width: 100%;"><input checked="" type="checkbox"/> OTHER OFFENDER TYPE: Local Control offenders</div> <div style="width: 33%;"><input checked="" type="checkbox"/> MEN</div> <div style="width: 33%;"><input type="checkbox"/> WOMEN</div> <div style="width: 33%;"><input type="checkbox"/> BOTH</div> <div style="width: 33%;"><input checked="" type="checkbox"/> RESIDENTIAL</div> <div style="width: 33%;"><input type="checkbox"/> NON-RESIDENTIAL</div> <div style="width: 33%;"><input type="checkbox"/> BOTH</div> </div>	
<b>TOTAL NUMBER OF OFFENDERS TO BE SERVED DURING THE BIENNIUM:</b> 430	<b>NUMBER OF OFFENDERS WHO CAN BE ACTIVELY INVOLVED AT ANY ONE TIME:</b> 28



## PROGRAM DESCRIPTION

<b>COUNTY:</b> <b>Multnomah</b>	
<b>PROGRAM NAME:</b> Alternative Sentence and Sanction Program	
<b>CONTACT PERSON:</b> Kevin Criswell	<b>PHONE:</b> (503) 248-3301 <b>FAX:</b> (503) 248-3239 <b>E-MAIL:</b> sheila.k.criswell@co.multnomah.or.us
<b>PROGRAM ADDRESS:</b> 412 SW 12 <sup>th</sup> Avenue Portland, OR 97205	
<b>PROGRAM PURPOSE:</b> To provide a short, high-impact alternative to long-term supervision for lower risk offenders and a non-custody sanction for probation/parole violators.	
<b>PROGRAM DESCRIPTION:</b> Based on offender risk and need factors, the sanction program may include substance abuse education and relapse prevention, literacy classes and GED preparation, pre-employment training and job search, cognitive restructuring, and parenting and child health education. The program offers evening and weekend classes. The program includes 90 days of formal supervision. Offenders who complete required program elements and make satisfactory progress toward their restitution obligations are transferred to reduced monitoring or inactive supervision.	
<b>TARGET POPULATION:</b> Low and limited risk offenders.	
<b>HOW IT RELATES TO OUTCOMES:</b> The program is based on research indicating that less intensive interventions are generally more effective for lower risk offenders.	
<b>CHECK ALL THAT APPLY:</b> <div style="display: flex; flex-wrap: wrap;"> <div style="width: 50%;"> <input checked="" type="checkbox"/> PROBATIONERS  <input checked="" type="checkbox"/> PAROLEES/PPS OFFENDERS:  <input checked="" type="checkbox"/> OTHER OFFENDER TYPE: Local Control offenders  <input type="checkbox"/> MEN      <input type="checkbox"/> WOMEN      <input checked="" type="checkbox"/> BOTH  <input type="checkbox"/> RESIDENTIAL      <input checked="" type="checkbox"/> NON-RESIDENTIAL      <input type="checkbox"/> BOTH         </div> <div style="width: 50%;"> <input type="checkbox"/> HIGH      <input type="checkbox"/> MEDIUM      <input checked="" type="checkbox"/> LOW      <input checked="" type="checkbox"/> LIMITED  <input type="checkbox"/> HIGH      <input type="checkbox"/> MEDIUM      <input checked="" type="checkbox"/> LOW      <input checked="" type="checkbox"/> LIMITED         </div> </div>	
<b>TOTAL NUMBER OF OFFENDERS TO BE SERVED DURING THE BIENNIUM:</b> 2,000	<b>NUMBER OF OFFENDERS WHO CAN BE ACTIVELY INVOLVED AT ANY ONE TIME:</b> Varies

## PROGRAM DESCRIPTION

<b>COUNTY:</b> Multnomah	
<b>PROGRAM NAME:</b> Housing	
<b>CONTACT PERSON:</b> Kevin Criswell	<b>PHONE:</b> (503) 248-3301 <b>FAX:</b> (503) 248-3239 <b>E-MAIL:</b> sheila.k.criswell@co.multnomah.or.us
<b>PROGRAM ADDRESS:</b> 412 SW 12 <sup>th</sup> Avenue Portland, OR 97205	
<b>PROGRAM PURPOSE:</b> To provide case management and supervised, drug-free housing for special populations of offenders under supervision.	
<b>PROGRAM DESCRIPTION:</b> Services are provided through contracts with non-profit organizations in the community. Populations served include subsidy-eligible offenders, participants in the African American Program, the Local Control population, and female offenders.	
<b>TARGET POPULATION:</b> Offenders in need of drug-free transitional housing.	
<b>HOW IT RELATES TO OUTCOMES:</b> Transitional housing helps reintegrate and stabilize offenders so that they are better able to comply with the conditions of their supervision.	
<b>CHECK ALL THAT APPLY:</b> <div style="display: flex; flex-wrap: wrap;"> <div style="width: 20%;"><input checked="" type="checkbox"/> PROBATIONERS</div> <div style="width: 20%;"><input checked="" type="checkbox"/> HIGH</div> <div style="width: 20%;"><input checked="" type="checkbox"/> MEDIUM</div> <div style="width: 20%;"><input checked="" type="checkbox"/> LOW</div> <div style="width: 20%;"><input checked="" type="checkbox"/> LIMITED</div> <div style="width: 20%;"><input checked="" type="checkbox"/> PAROLEES/PPS OFFENDERS:</div> <div style="width: 20%;"><input checked="" type="checkbox"/> HIGH</div> <div style="width: 20%;"><input checked="" type="checkbox"/> MEDIUM</div> <div style="width: 20%;"><input checked="" type="checkbox"/> LOW</div> <div style="width: 20%;"><input checked="" type="checkbox"/> LIMITED</div> <div style="width: 100%;"><input checked="" type="checkbox"/> OTHER OFFENDER TYPE: Local Control offenders</div> <div style="width: 33%;"><input type="checkbox"/> MEN</div> <div style="width: 33%;"><input type="checkbox"/> WOMEN</div> <div style="width: 33%;"><input checked="" type="checkbox"/> BOTH</div> <div style="width: 33%;"><input checked="" type="checkbox"/> RESIDENTIAL</div> <div style="width: 33%;"><input type="checkbox"/> NON-RESIDENTIAL</div> <div style="width: 33%;"><input type="checkbox"/> BOTH</div> </div>	
<b>TOTAL NUMBER OF OFFENDERS TO BE SERVED DURING THE BIENNIUM:</b> 1,000	<b>NUMBER OF OFFENDERS WHO CAN BE ACTIVELY INVOLVED AT ANY ONE TIME:</b> Varies

## PROGRAM DESCRIPTION

<b>COUNTY:</b> Multnomah	
<b>PROGRAM NAME:</b> Jail	
<b>CONTACT PERSON:</b> Dan Noelle	<b>PHONE:</b> (503) 251-2400 <b>FAX:</b> (503) 253-2663 <b>E-MAIL:</b>
<b>PROGRAM ADDRESS:</b> 12240 NE Glisan St. Portland, OR 97230	
<b>PROGRAM PURPOSE:</b> To incarcerate offenders sentenced to 12 months or less.	
<b>PROGRAM DESCRIPTION:</b> Offenders sentenced to 12 months or less serve at least 30 days in the Multnomah County Jail. That policy is now under review. The County is considering a more flexible approach that would permit release to community programs prior to 30 days on an individual case basis.	
<b>TARGET POPULATION:</b> Felony offenders sentenced to 12 months or less.	
<b>HOW IT RELATES TO OUTCOMES:</b> Jail staff assist in moving targeted offenders to community programs responsive to their risk and need factors with the objective of reducing the likelihood of recidivism.	
<b>CHECK ALL THAT APPLY:</b> <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> PROBATIONERS  <input type="checkbox"/> PAROLEES/PPS OFFENDERS:  <input checked="" type="checkbox"/> OTHER OFFENDER TYPE: Offenders sentenced to 12 months or less  <input type="checkbox"/> MEN  <input checked="" type="checkbox"/> RESIDENTIAL         </div> <div> <input type="checkbox"/> HIGH  <input type="checkbox"/> HIGH  <input type="checkbox"/> WOMEN  <input type="checkbox"/> NON-RESIDENTIAL         </div> <div> <input type="checkbox"/> MEDIUM  <input type="checkbox"/> MEDIUM  <input checked="" type="checkbox"/> BOTH  <input type="checkbox"/> BOTH         </div> <div> <input type="checkbox"/> LOW  <input type="checkbox"/> LOW  <input type="checkbox"/> BOTH         </div> <div> <input type="checkbox"/> LIMITED  <input type="checkbox"/> LIMITED         </div> </div>	
<b>TOTAL NUMBER OF OFFENDERS TO BE SERVED DURING THE BIENNIUM:</b> 3,850	<b>NUMBER OF OFFENDERS WHO CAN BE ACTIVELY INVOLVED AT ANY ONE TIME:</b> 400

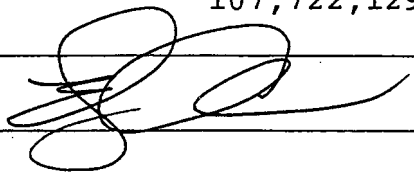
## PROGRAM DESCRIPTION

<b>COUNTY:</b> Multnomah	
<b>PROGRAM NAME:</b> SB 1145 Monitoring Program	
<b>CONTACT PERSON:</b> Byron Moore	<b>PHONE:</b> (503) 248-3257 <b>FAX:</b> (503) 248-3615 <b>E-MAIL:</b>
<b>PROGRAM ADDRESS:</b> 1120 SW 3 <sup>rd</sup> Avenue, #307 Portland, OR 97204	
<b>PROGRAM PURPOSE:</b> The MCSO SB 1145 Monitoring Program is responsible for the identification of SB 1145 offenders and their movement from jail to community programming.	
<b>PROGRAM DESCRIPTION:</b> Program staff meet regularly with the Adult Community Justice Local Control unit to staff cases for appropriate placement in the community based on thorough assessment and careful balancing of public safety and offender rehabilitation interests.	
<b>TARGET POPULATION:</b> Offenders sentenced to 12 months or less.	
<b>HOW IT RELATES TO OUTCOMES:</b> Staff assist in moving targeted offenders to community programs responsive to their risk and need factors with the objective of reducing the likelihood of recidivism.	
<b>CHECK ALL THAT APPLY:</b> <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> PROBATIONERS  <input type="checkbox"/> PAROLEES/PPS OFFENDERS:  <input checked="" type="checkbox"/> OTHER OFFENDER TYPE:  <input type="checkbox"/> MEN  <input type="checkbox"/> RESIDENTIAL         </div> <div> <input type="checkbox"/> HIGH  <input type="checkbox"/> HIGH  <input type="checkbox"/> WOMEN  <input type="checkbox"/> NON-RESIDENTIAL         </div> <div> <input type="checkbox"/> MEDIUM  <input type="checkbox"/> MEDIUM  <input checked="" type="checkbox"/> BOTH  <input checked="" type="checkbox"/> BOTH         </div> <div> <input type="checkbox"/> LOW  <input type="checkbox"/> LOW  <input type="checkbox"/> LIMITED  <input type="checkbox"/> LIMITED         </div> </div>	
<b>TOTAL NUMBER OF OFFENDERS TO BE SERVED DURING THE BIENNIUM:</b> 3,850	<b>NUMBER OF OFFENDERS WHO CAN BE ACTIVELY INVOLVED AT ANY ONE TIME:</b> 400

**MULTNOMAH COUNTY  
COMMUNITY CORRECTIONS  
BUDGET SUMMARY**

PROGRAM	GRANT-IN-AID	LOCAL CONTROL	RELEASE SUBSIDY	PAROLE HEARINGS	STATE TOTAL	LOCAL/ OTHER	PROGRAM TOTAL
Director's Office*					0	1,191,946	1,191,946
Adult Mgmt.	147,012				147,012	1,588,152	1,735,164
Central Intake	1,394,365				1,394,365	1,919,202	3,313,567
Pretrial Services	252,762	323,954			576,716	1,962,496	2,539,212
Presentence Inv.	1,532,824				1,532,824		1,532,824
Hearings	439,531			128,000	567,531		567,531
Sanctions Track.					0	581,944	581,944
Local Control		4,016,353			4,016,353		4,016,353
Supervision	14,283,161	1,064,721			15,347,882	3,648,728	18,996,610
Centralized Team Sup	3,381,094	222,248			3,603,342	184,286	3,787,628
DUII	641,357				641,357	174,492	815,849
Domestic Violence.	143,970				143,970	1,905,102	2,049,072
Substance Abuse	566,628	522,468			1,089,096	11,198,528	12,287,624
Secure A&D					0	5,663,252	5,663,252
Mental Health	803,388	93,956			897,344	120,000	1,017,344
Women's Services					0	1,811,008	1,811,008
Day Reporting	786,598	6,202,122			6,988,720		6,988,720
Drug Diversion	176				176	2,209,166	2,209,342
Learning Center	1,168,255	1,006,725			2,174,980		2,174,980
Alt. Community Svc	563,063	1,101,580			1,664,643	293,768	1,958,411
Forest Project					0	1,260,570	1,260,570
ASSP					0	1,000,420	1,000,420
Housing	2,386,308	798,808	150,033		3,335,149	221,214	3,556,363
Inf. Services*	1,208,673				1,208,673	9,001,186	10,209,859
Resource Mgmt.*	1,655,175				1,655,175	2,693,640	4,348,815
Jail		11,414,448			11,414,448	0	11,414,448
MCISO 1145 Monit.		693,270			693,270	0	693,270
TOTALS	31,354,340	27,460,653	150,033	128,000	59,093,026	48,629,100	107,722,126
* Also serves Juvenile Justice							

# COUNTY COMMUNITY CORRECTIONS PLAN FOR FISCAL YEAR 1999-2001

Department of Corrections 2575 Center St. NE Salem, OR 97310	<i>For Office Use Only</i> Date and Time Received: _____																		
County: <b>Multnomah</b>	Fax: (503) 248-3990 E-mail: elyse.clawson@co.multnomah.or.us																		
Address: Department of Community Justice 421 SW 5 <sup>th</sup> Avenue, Suite 600 Portland, OR 97204  Phone: (503) 248-3701	Address: Multnomah County Sheriff's Office 12240 NE Glisan St. Portland, OR 97230  Phone: (503) 255-3600																		
Community Corrections Manager: Elyse Clawson Phone: (503) 248-3470 Fax: (503) 248-3218 E-mail: elyse.clawson@co.multnomah.or.us																			
Sheriff: Dan Noelle Phone: (503) 251-2400 Fax: (503) 253-2663																			
Jail Manager: Jeanie King Phone: (503) 251-2514 Fax: (503) 253-2663 E-mail: jeanie.l.king@co.multnomah.or.us																			
Supervisory Authority: Elyse Clawson (Community Corrections Mgr) and Dan Noelle (Sheriff)																			
LPSCC Contact: Peter Ozanne, Coordinator Phone: (503) 727-1158x65522 Fax: (503) 306-5538 E-mail: lpssc.org@co.multnomah.or.us																			
<table style="width: 100%; border: none;"> <tr> <td></td> <td style="text-align: right;"><b>BUDGET</b></td> </tr> <tr> <td>Grant-in-Aid:</td> <td style="text-align: right;">31,354,344</td> </tr> <tr> <td>Local Control:</td> <td style="text-align: right;">27,460,652</td> </tr> <tr> <td>Supervision Fees:</td> <td></td> </tr> <tr> <td>County General Funds: /Fees/Fed</td> <td style="text-align: right;">48,629,100</td> </tr> <tr> <td>Client Fees:</td> <td></td> </tr> <tr> <td>Other Funds: Parole Hearings</td> <td style="text-align: right;">128,000</td> </tr> <tr> <td>Release Subsidy Funds:</td> <td style="text-align: right;">150,033</td> </tr> <tr> <td><b>TOTAL BUDGET:</b></td> <td style="text-align: right;"><b>107,722,129</b></td> </tr> </table>			<b>BUDGET</b>	Grant-in-Aid:	31,354,344	Local Control:	27,460,652	Supervision Fees:		County General Funds: /Fees/Fed	48,629,100	Client Fees:		Other Funds: Parole Hearings	128,000	Release Subsidy Funds:	150,033	<b>TOTAL BUDGET:</b>	<b>107,722,129</b>
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Submitted and Approved by: 																			

July 6, 1999

Board of County Commissioners  
1120 SW 5<sup>th</sup> Avenue, Rm 1500  
Portland, OR 97204

Re: 1999-2002 Community Corrections Plan

Dear Commissioners:

The Executive Committee of the Public Safety Coordinating Council reviewed the attached Community Corrections Plan on July 6, 1999. The Plan provides an overview of local community corrections services and describes the continuing redesign of adult supervision based on research and promising practices. The Plan is consistent with the objectives of the Council and we recommend it for your approval and submission to the Oregon Department of Corrections.

Sincerely,

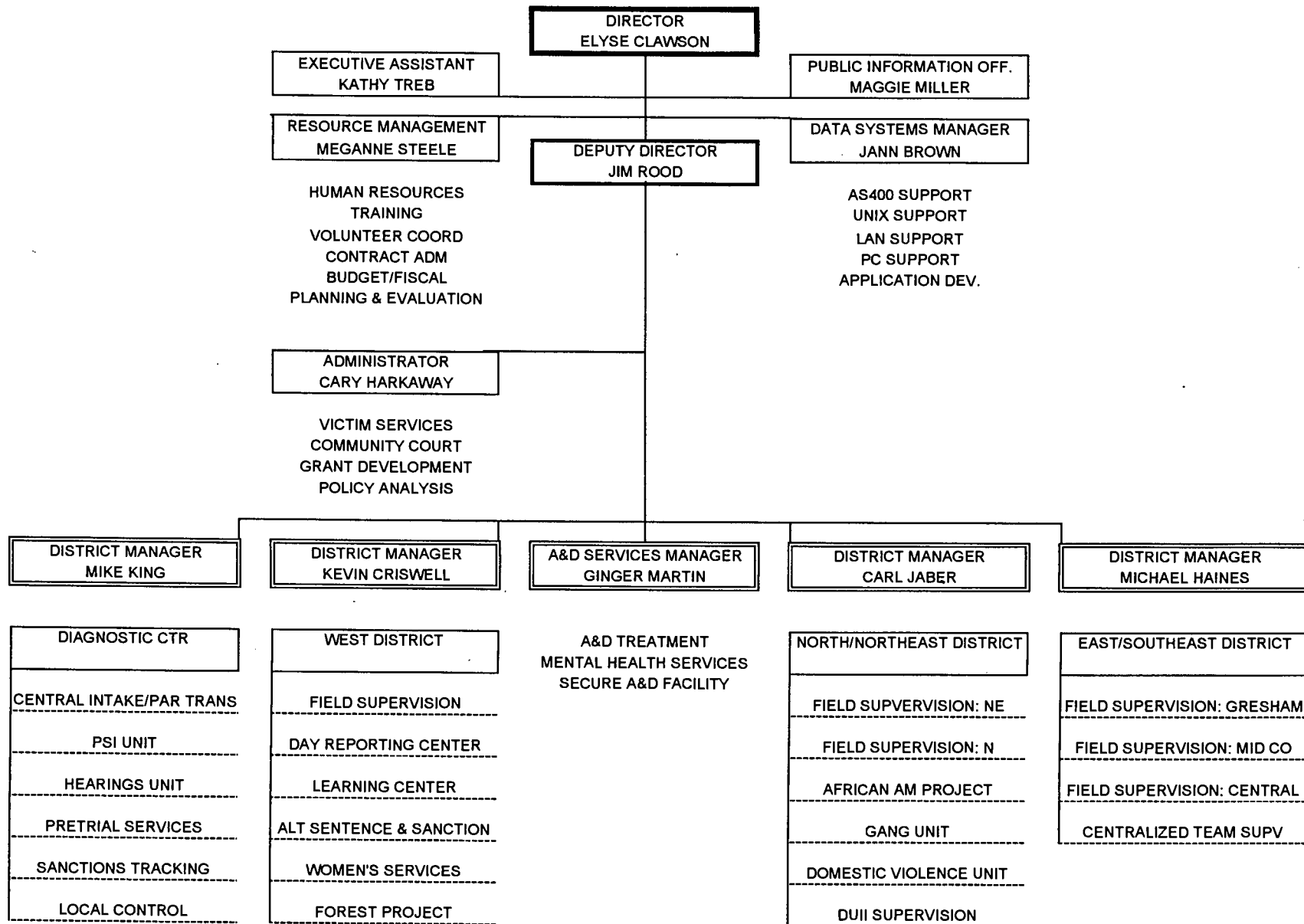
A handwritten signature in cursive script, appearing to read "Peter Ozanne".

Peter Ozanne  
Coordinator

**INSERT LETTER OF TRANSMISSION FROM CHAIR REFERENCING BOARD  
APPROVAL**



DEPARTMENT OF COMMUNITY JUSTICE: ADULT SERVICES



## **MULTNOMAH COUNTY PUBLIC SAFETY COORDINATING COUNCIL**

### **Vision**

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

### **Goals**

In light of that vision, the goals of Multnomah County's public safety system are:

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

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

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

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

## Values

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

- All public safety policies, strategies and operations in the County should be undertaken with recognition that a comprehensive, balanced approach to public safety will advance the goals of Multnomah County's public safety system. All policies, strategies and operations designed to prevent crime must focus on its causes, utilizing valid and reliable data and best practices which have proven effective in other jurisdictions.
- The equality, diversity and personal rights of each individual in the County must be respected and protected. Any unfair impact on or bias against the County's minority communities or women which is caused by its public safety system must be eliminated.
- Secure and healthy children and families, strong and relevant education systems, and a shared sense of community, responsibility and justice are essential conditions for safe communities. Moreover, crime prevention and intervention strategies are essential to prevent youth involvement in crime. Therefore, strategies and programs aimed at reducing the risk of youth involvement in crime and increasing youth involvement in education and healthy social activities must be a primary focus of Multnomah County's public safety system.
- All of the Council's public safety policies, strategies and programs must be developed and operated in partnerships with private citizens, organizations and businesses; schools, churches and other associations; and public and private agencies providing health, education, and social services in the County; and be guided by an ongoing public dialogue.
- Progress in achieving Multnomah County's public safety goals must be measured rigorously and reported regularly to the public through the use of reliable data and valid outcome evaluations.
- The County's public safety policies and strategies must first target violent crimes against persons. However, those policies and strategies must also encourage a shared sense of security and community justice throughout the County by focusing on crimes that erode the quality of life and respect for the law in our neighborhoods.
- The Public Safety Coordinating Council is committed to informing, and being informed by the public and the media about challenges facing Multnomah County's public safety system and facts regarding the causes and prevention of crime. The Council and public safety agencies in the County must also gain the public's trust and confidence in the capacity of local government to achieve its public safety goals, in partnership with the community. The public must be encouraged to assist in preventing and reporting crime.
- Multnomah County's public safety system must provide a full continuum of law enforcement sanctions and services, which insures that the County's public safety strategies are flexible, comprehensive and cost-effective. Such sanctions and services must include community policing strategies, which recognize a shared responsibility between the police and the community in making communities safer and more livable. Community policing encourages

a problem solving partnership between citizens and police and emphasizes a customer service orientation that provides supportive, professional services to the community through the promotion of human rights, mutual respect and courtesy.

## Membership

Beverly Stein	Chair	Public Safety Coordinating Council
Jim Ellis	Presiding Judge	Multnomah Co. Circuit Court
Elyse Clawson	Director	Juvenile & Adult Community Justice
Bernie Giusto	Chief	Gresham City Police
Judith Hadley	Citizen	
Jim Hennings	Director	Metropolitan Public Defender
Linda Jaramillo	Coordinator	Violence Prevention
Vera Katz	Mayor	City of Portland
Sharron Kelley	Commissioner	Multnomah County
Judy-Ellen Low	Coordinator	Oregon Domestic Violence Council
M. Ray Mathis	Executive Director	Citizens Crime Commission
Chet Becker	Mayor	City of Gresham
Carol Matarazzo	Director	Portland Public Schools
Charles Moose	Chief	Portland Police Bureau
Dan Noelle	Sheriff	Multnomah County
Kris Olson	US Attorney	United States Attorney's Office
Lorenzo Poe	Director	Community & Family Services
Chiquita Rollins	Coordinator	Multnomah Co. Domestic Violence
Edward Schmitt	Superintendent	Multnomah Education Service District
Mike Schrunk	District Attorney	Multnomah County
Ingrid Swenson	Attorney	Metropolitan Public Defender
Mike White		Oregon State Police
Sharon McCormack	Crime Prevention Spec.	Office of Neighborhood Associations
Anne Sweet	Community Activist	
Gary Oxman	Public Health Officer	Multnomah County
Robert Jester	Area Coordinator	Oregon Youth Authority
Mike Balter	State Director	Boys & Girls Aid Society
Peter Ozanne	Executive Assistant	United States Attorney's Office
Bill Feyerherm	Vice Provost	Portland State University
Arwen Bird	Survivor of Crime	Camp Fire Boys & Girls
Linda Erwin, M.D.	Trauma Surgeon	Emmanuel Hospital
Dan Saltzman	Commissioner	City of Portland

## Public Safety Coordinating Council Operations

Since its establishment, the Public Safety Coordinating Council has played a major role in allocating public funds for the local criminal justice system, coordinating various planning and evaluation initiatives, and establishing public safety policy direction for the County consistent with its vision, goals, and values. Its scope of activities can be seen in the following summary of active committees and workgroups.

## **Executive Committee**

The Executive Committee meets when necessary to take action on behalf of the Council when there is insufficient time to convene a meeting of the full Council. The Executive Committee may review agency budgets and the reports of work groups to make recommendations to the full Council.

## **Courts Workgroup**

The Courts Workgroup has been charged with: (1) developing coordinated, structured sentencing and release processes that ensure a consistent, cost-effective use of the County's corrections resources; (2) undertaking a critical review of all plans and strategies proposed to the Council by its workgroups that involve Multnomah County's judicial system; and (3) recommending coordinated efforts between the courts and other public safety agencies in Multnomah County that will increase the effectiveness of the County's judicial system in advancing the public safety objectives outlined in the Council's Visions, Goals and Values Statement.

## **Alcohol and Drug Abuse Intervention Workgroup**

This workgroup undertakes research and makes recommendations for developing, implementing, operating, and evaluating substance abuse services for offenders in Multnomah County. Current projects include enhanced pretrial treatment opportunities for persons charged with crimes involving domestic violence and development of outcome measures for treatment programs.

## **Evaluation Committee**

The Evaluation Committee provides guidance and support to the Council regarding the evaluation of criminal justice programs and systems. The Committee assisted in the early planning of the Decision Support System to assure that it meets the needs of future evaluation efforts.

## **Decision Support System Policy Guidance Group**

This group helps establish policy direction for DSS through its oversight of DSS-related budgets and its analysis and recommendation of policy alternatives.

## **Domestic Violence Workgroup**

This workgroup is charged with developing and evaluating a pilot project to reduce the incidence of domestic violence in a specific target population. The group makes recommendations to justice agencies regarding effective interagency strategies for dealing with both the victims and perpetrators of domestic violence.

## **Strategic Approaches to Community Safety (STACS) Workgroup**

The U.S. Department of Justice established the STACS initiative to identify and analyze local crime problems, implement appropriate strategies, and institutionalize the process through continuous evaluation of impact data and reassessment of interventions. The STACS Workgroup coordinates the STACS initiative for Multnomah County.

## **Bond Technology Directing Team**

The mission of the Bond Technology Directing Team is to ensure that the \$7.5 million bond approved by voters in 1966 is used effectively to provide computer equipment and technology infrastructure for criminal justice processing, tracking, analysis, and evaluation.

## **Minority Over-Representation Workgroup**

The purposes of this workgroup are to determine whether and to what extent race-based decision-making and racial disparity exist in the local justice system, and to develop an action plan that addresses any disparate practices and inequitable conditions.

# **LOCAL CONTROL**

## **What is Local Control?**

Local control refers to the authority and responsibility that has been delegated to the counties by the Legislature through Senate Bills 1145 (1995 Session) and 156 (1997 Session). SB 1145 gave counties responsibility for felony offenders sentenced to imprisonment of 12 months or less. This population had formerly served their time in state prison. SB 156 gave counties responsibility for administering the post-prison supervision (PPS) of offenders sentenced to 12 months or less. This had formerly been the responsibility of the Board of Parole and Post Prison Supervision.

The local control population consists of: (1) felony offenders sentenced to 6 to 12 months, to be served locally; (2) felony offenders revoked from probation, PPS, or parole and sentenced to 12 months or less, to be served locally; and (3) felony offenders who violate supervision conditions and serve court-imposed or administrative sanctions of more than 30 jail sanction units.

Local control is based on the theory that communities are better able to respond to most crimes and violations of supervision than the state. State prisons are typically geared toward dangerous and violent inmates or those with substantial sentences. They are generally unable to meet the counseling, treatment, and transition needs of offenders who will only be there for a few months. Those resources, representing a balance of supervision, services, and sanctions, are community-based and can provide flexible options to both hold offenders accountable and change their behavior.

## **Implementation of Local Control**

The 1997-99 Community Corrections Plan discussed implementation of SB 1145 and the County's new responsibility for offenders sentenced or sanctioned to 12 months or less. SB 1145 took effect in January 1997. The County's initial year of experience under the Bill was different than had been planned, as was generally the case around the State. We had expected an average daily population of 700 offenders sentenced to 12 months or less. In fact, the average was about 370 in the first year, though that number is now up to about 440. We had planned for targeted offenders to serve 50% of their sentences in community sanction programs. In 1997, about 11% of the sentences were served in non-jail sanctions (note that the percentage increased to 16% by June 1998). In 1998, the County contracted with David Bennett, a respected consultant, to assess our implementation of SB 1145 and our response to the wider issues of local control.

Bennett identified several factors that appeared to be responsible for the differences between planned and actual offender flow. Among those factors is the increased use of short duration, intermediate sanctions by Probation and Parole Officers. Consistent with research indicating that the swiftness and certainty of a sanction are often more important than its duration, approximately 75% of our jail sanctions are for 30 days or less. Bennett also offered a number of recommendations designed to strengthen the administration and implementation of local control. Several of the recommendations are now being planned or implemented. These developments will broaden the scope of programs available for higher risk offenders, increase the length of stay for treatment interventions, and enhance collaboration between Community Justice and the Sheriff's Office.

## **DEPARTMENT OF COMMUNITY JUSTICE REORGANIZATION**

We began 1997-98 with a plan to restructure supervision consistent with research findings, promising practices, and fiscal constraints. The redesign process established priorities and built capacity with the objective of *using our limited resources as effectively as possible to enhance public safety and change offender behavior*. Working with our partners in the justice system, we were able to reach agreement on the types of cases that we would target for a high level of service. Targeted cases, including high- and most medium-risk offenders, would get maximum supervision, sanctions and services. Lower risk cases would receive swift and certain, cost-effective sanctions. The redesign has allowed PPO's adequate time to focus on higher risk offenders by reducing caseload sizes and workload hours consistent with Oregon Case Management Standards.

### **Rationale for the Redesign**

To a large extent, we relied on the work of Don Andrews, Paul Gendreau, and others who have completed extensive reviews of evaluation research to determine what intervention strategies are effective. Three core principles emerge from that body of literature. First, a focus on higher risk offenders is more likely to result in reductions in recidivism. *This is the principle of risk*. Second, greater reductions in recidivism will also be obtained by casework that emphasizes criminogenic needs. Criminogenic needs are those dynamic risk factors that are

statistically associated with high rates of recidivism, such as antisocial peer groups and drug use. *This is the principle of need.* Third, interventions should be delivered in a manner that facilitates the learning of prosocial skills by the offender. Programs should match treatment approaches and therapists with the learning style and personality of the offender. *This is the principle of responsivity*

The redesign was also guided by the findings of Joan Petersilia and Susan Turner in *Intensive Supervision for High Risk Offenders: Findings from Three California Experiments* (1990). They concluded that working with high risk offenders requires a balance of supervision, sanctions, and services. They emphasized the importance of providing drug treatment for this population. Additional support for our investment in drug treatment may be found in evaluation research by Dean Gerstein (*Evaluating Recovery Services: The California Drug and Alcohol Assessment*, 1994) and Michael Finigan (*Societal Outcomes and Cost Savings of Drug and Alcohol Treatment in the State of Oregon*, 1996). They demonstrated the cost effectiveness of providing drug treatment for offenders by measuring individual and societal costs and benefits.

The Multnomah County Auditor's Report (January 1997) on the (former) Department of Community Corrections included recommendations for improved case management. The Auditor's analysis documented the need to reduce caseload size by increasing the size of the casebank for low risk offenders. Recidivism data indicated that the casebank could be expanded without impacting public safety.

### **Implementation of the Redesign**

The redesign was crafted and implemented by Department staff with input from our partners in the justice system, particularly the Courts, the District Attorney's Office, the Sheriff's Office, and Metropolitan Public Defender. The redesign allowed us to focus our resources on medium and high-risk offenders and other targeted cases. More efficient programs were developed to serve low and limited risk offenders. The Alternative Sentence and Sanction program came on line and Centralized Team Supervision was expanded during the 1997-99 biennium, resulting in decreased caseload sizes for the field PO's working with higher risk cases. In March 1997, field caseloads averaged over 70. Caseloads are now generally within our 50-55 target.

New sanction and treatment alternatives were added for high and medium risk offenders. A secure residential treatment capacity was developed through contracts with Yamhill and Marion Counties. Later in 1999, we will begin operating a secure treatment center in the old Washington County Jail and planning continues for a 300-bed locked treatment center. Electronic monitoring was initiated through a collaborative planning process with the Sheriff's Office. Specialized supervision units were developed (or continued) to serve female offenders, mentally ill offenders, gang-involved offenders, Boot Camp graduates, African American offenders, sex offenders, DUII offenders, and offenders involved in domestic violence.

Through 1998, nearly all staff participated in four-day Corrections 2000 training, which integrated the lessons learned about effective intervention from the evaluation of hundreds of correctional programs. The training was developed by Don Andrews and funded, in part, by the National Institute of Corrections.

The Department contracted with James Austin, Ph.D., and the Institute on Crime, Justice and Corrections at The George Washington University to conduct a process and preliminary



outcome evaluation of the redesign. A preliminary report dated March 10, 1999 included the following findings:

1. Offenders are being assigned to caseloads appropriate to their risk and stated criteria.
2. The Oregon Case Management Risk Assessment System is being used properly to define supervision level.
3. The Department has witnessed a growing specificity in caseload assignment in relation to risk scores, required supervision levels, and targeted offenses.
4. Data indicates a small increase in rearrests and incarcerations for a 1998 (post-redesign) cohort compared to a 1995 (pre-redesign) cohort. Analysis of the data revealed that those increases primarily occurred in field caseloads (high and medium risk) rather than ASSP and Centralized Team Supervision (low and limited risk) and were largely due to an increase in imposition of sanctions, as was anticipated. Dr. Austin suggested that the Department has succeeded in focusing resources on the highest risk offenders while providing less intensive supervision to lower risk offenders *without compromising public safety*.

The redesign places an emphasis on accountability of the Department and evaluation of services. The Program Evaluation Team has been working with several programs to assist in refining key results and measures of performance and outcome. Outcome measures have been developed for contracted programs. Studies in progress include an analysis of minority over-representation and equal treatment issues. The Evaluation Team has also been collaborating with the County's DSS project staff (see below) to assure that new information systems support the Department's commitment to program evaluation.

### **Phase Two of the Redesign**

The first phase of the redesign has been completed. The Department has enhanced supervision of higher risk cases and added services to manage lower risk cases more efficiently. Offenders are generally being assigned to correct programs and levels of supervision based on risk and need. Phase Two of the redesign will unfold in the 1999-2001 biennium. It will involve (1) a focus on responsivity, defined as service delivery and content appropriate to each offender's psychological state and intellectual ability; (2) greater reliance on social learning and cognitive-behavioral approaches to changing offender behavior; and (3) enhanced capacity for offender risk and need assessment.

## **ALCOHOL AND DRUG & MENTAL HEALTH SERVICES**

The Department will provide the following services in 1999-2001:

### **Community Based Treatment for Chemical Dependency**

- A continuum of substance abuse interventions.
- Intensive residential treatment through outpatient treatment, including gender specific treatment.
- Provided through contracts with community agencies.

### **A&D-Free Housing**

- Part of the continuum of addiction treatment services offered by Community Justice.

- A stable and drug-free living environment for offenders in need of a gradual transition to living completely on their own, and for offenders who could benefit from outpatient treatment with the support offered by this program.

### **Relapse Prevention**

- A new service this year.
- Services have been designed according to the research on effective approaches to relapse prevention and the research which guides treatment design for offenders generally.

### **Offenders with Co-Occurring Disorders**

- A new service this year, planned collaboratively with community providers.
- Services provided at a single site by a multi-disciplinary treatment team, including criminal justice, mental health, and chemical dependency professionals.
- The program will provide outpatient counseling, crisis intervention and stabilization, psychiatric care and medication monitoring, intensive case management (3-4 times per week).
- Program will address relapse prevention in three areas: addiction, mental illness, and – criminality.
- The funding includes transitional housing of 12-18 months with the goal of stabilizing the offender and then assisting him/her to move to permanent housing.

### **Outpatient Treatment for Mental Health Disorders**

- Case management, crisis intervention, medication management, group therapy.
- Purpose of these services is to make informed decisions, stabilize mentally ill offenders, and minimize their risk to re-offend.

## **LOCKED RESIDENTIAL ALCOHOL AND DRUG TREATMENT FACILITY**

### **Program**

- The County has identified a location in North Portland for a 300-bed treatment facility to be operated by the Department. A 70-bed pilot program, located in leased space in Hillsboro, will open in late 1999.
- The residential alcohol and drug treatment facility will be a criminal justice sanction used as an alternative to jail.
- The program is designed to provide treatment to addicted offenders who cannot be managed in the community due to the severity of their addiction, but who can be safely housed outside of a jail.
- All treatment facility staff will have security training. In addition, all staff of the treatment center will be part of the treatment team and will be trained in the therapeutic aspects of the program.
- Treatment will be based on a cognitive-behavioral model, incorporating aspects of a modified therapeutic community.
- Offenders will be in the treatment program for 3 to 6 months, and will be engaged in treatment activities throughout the day. They will be intensively focused on their own

behavior and will receive positive and negative consequences that will shape their behavior in pro-social ways.

### **Transition**

- A planned and gradual transition from residential treatment to the community is a key factor in the success of the program and of its participants.
- Transition activities include locating housing and employment, continuing A&D treatment in the community, and linking up with community supervision.
- For some offenders, a gradual transition may include referral to community residential programs or supervised housing.

## **INFORMATION SYSTEMS**

In May 1996, the voters of Multnomah County approved a \$7.5 million bond targeting the information technology needs of the local justice system. Among the projects funded by the bond are the County's Decision Support System (DSS) and the Adult Community Justice Information System. DSS creates a data warehouse using information available from the databases of collaborating justice agencies and allows the agencies to view and query the data using various applications. DSS will eventually allow such complex uses as the identification of predicted outcomes for various treatment and sanction interventions based on a defendant's characteristics and the performance of similar defendants in a range of programs. DSS will also permit tracking and analysis of individual and aggregate offender data across department databases. Although not yet fully functional, DSS has already demonstrated that data from various platforms and applications can be efficiently gathered and made available to users in several organizations.

The Adult Community Justice information system (Supervision Program Information Network, or SPIN) continues in development. The purpose of this project is to develop a common ACJ information system and database to meet department needs in tracking offender participation in department programs and determining the effectiveness of those programs. The first phase, funded by the Information Technology Bond Program, builds the framework for this common system in Probation Intake, Alternative Sentencing and Sanction Program (ASSP), Alternative Community Service (ACS) and Forest Project (FP) programs. This project replaces the PC/LAN stand-alone applications used by these programs, mitigating their Year 2000 problem, and combines them into a client/server application. This eliminates multiple and duplicate data entry between the programs. The new system allows the department to collect, in one database, information that is not currently captured in CIS and provides the capability to do management and statistical reporting. SPIN is being designed, developed and implemented in multiple phases. The first phase of development began in January 1998 and is scheduled to complete in July 1999. It includes the technical architecture, design and implementation for the application; analysis, design, development and implementation of Intake, ASSP, ACS, and Forest Project programs; and management and statistical reporting.

The department will continue using CIS as its primary information system for offenders in the adult correction system. Some of the information entered into CIS is also required within the ACJ system. The project plans to retrieve this information from the DOC Open CIS database. This

removes the need to enter the data in both the ACJ system and CIS. However, not all offenders managed by department programs are entered into CIS. This includes, for example, bench probationers who are required to do community service but whose sentences do not include any period of formal supervision. For these cases, the ACJ system will provide a way for users to enter the information that, for other offenders, will come from CIS. Additional functionality to support the base system and inclusion of support for additional ACJ programs is scheduled for development in subsequent phases.

It is expected that DSS and SPIN will enable the County to report on the outcome measures included in the Intergovernmental Agreement with the Department of Corrections in a manner that supplements the reports generated by DOC's research unit on recidivism, case closure, and high-risk absconders. We hope to be able to report outcome data by demographic categories, risk level, and program participation.

### CRIME IN MULTNOMAH COUNTY

The table below indicates that reported crime decreased in all major categories from 1997 to 1998 in Multnomah County. The percentage decreases in Multnomah County were larger than the total percentage decreases experienced by the State.

CRIME TYPE	MULTNOMAH COUNTY			STATE OF OREGON		
	1997	1998	% CHANGE	1997	1998	% CHANGE
Person	15,816	14,445	-8.7%	48,814	47,264	-3.2%
Property	68,817	61,172	-11.1%	267,019	243,257	-8.9%
Behavioral	34,003	32,711	-3.8%	167,115	162,046	-3.0%
Total Crime	118,636	108,328	-8.7%	482,948	452,567	-6.3%
Index Crime	61,608	54,178	-12.1%	205,847	187,124	-9.1%

### THE LOCAL CASELOAD

	Count	Percent
<b>Supervision</b>		
Probation	7,035	68%
Parole/PPS	3,173	30%
Other	167	2%
TOTAL	10,375	100%
<b>Gender</b>		
Female	2,156	21%
Male	8,219	79%
TOTAL	10,375	100%

**Race**

Asian	186	2%
African American	2,276	22%
Hispanic	522	5%
Native American	122	1%
White	7,269	70%
TOTAL	10,375	100%

**Age**

20 or under	350	3%
21-25	1,650	16%
26-30	1,824	18%
31-35	1,809	18%
36-40	1,863	18%
41-45	1,406	14%
46-50	799	8%
51-55	380	4%
56-60	164	2%
60 or over	130	1%
TOTAL	10,375	100%

**Criminal Offense (most serious)**

Arson	39	0.4%
Assault	499	4.8%
Burglary	603	5.8%
DCS/MCS	1,516	14.6%
DUII	579	5.6%
Kidnap	34	0.3%
Manslaughter	20	0.2%
Murder	40	0.4%
PCS	1,635	15.8%
Rape	194	1.9%
Restraining Order	163	1.6%
Robbery	460	4.4%
Sex Abuse	327	3.2%
Sodomy	121	1.2%
Theft/UUV	1,320	12.7%
Weapon/Xcon	193	1.9%
Other	2,623	25.4%

## OUTCOME MEASURES: 1997-98

The following data compares Multnomah County's 1997-98 results with the County's performance baseline (1995-96 County results). Recidivism is defined as a Felony conviction. Note that relative to Multnomah County's baseline data, outcome indicators in 1997-98 generally showed a positive trend.

	Baseline	1997-98
% Absconders Returned	51.9%	53.0%
1 Year Recidivism (Probation)	13.6%	12.2%
3 Year Recidivism (Probation)	25.2%	25.5%
Recidivism on Supervision (Probation)	24.4%	23.3%
Recidivism 3 Yrs. Post-Disch. (Probation)	12.1%	10.3%
1 Year Recidivism (PPS/Parole)	20.4%	18.0%
3 Year Recidivism (PPS/Parole)	37.9%	37.2%
Recidivism on Supervision (PPS/Parole)	35.0%	34.0%
Recidivism 3 Yrs. Post-Disch. (PPS/Parole)	25.8%	29.5%

The following data compares Multnomah County's 1997-98 results with the 1997-98 Statewide averages for each of the outcome indicators. Note that outcome indicators for Multnomah County were similar to Statewide averages for probation, but consistently worse for PPS/parole. Multnomah County's PPS/parole population may represent a very difficult group of offenders, but we believe that our African American Program and the services available for offenders serving their sentences locally under SB 1145 will have a positive impact on PPS/parole recidivism in the coming biennium.

	Multnomah 1997-98	Statewide Avg 1997-98
% Absconders Returned	53.0%	46.8%
1 Year Recidivism (Probation)	12.2%	13.1%
3 Year Recidivism (Probation)	25.5%	25.3%
Recidivism on Supervision (Probation)	23.3%	23.6%
Recidivism 3 Yrs. Post-Disch. (Probation)	10.3%	10.3%
1 Year Recidivism (PPS/Parole)	18.0%	13.8%
3 Year Recidivism (PPS/Parole)	37.2%	29.3%
Recidivism on Supervision (PPS/Parole)	34.0%	25.2%
Recidivism 3 Yrs. Post-Disch. (PPS/Parole)	29.5%	22.1%

## **THE NORTH/NORTHEAST PORTLAND COMMUNITY COURT**

Our 1997-99 Community Corrections Plan indicated that program development had begun for a community court. The North/Northeast Portland Community Court began operations in March 1998 at the King Neighborhood Facility. It's now been in session twice per month for more than a year. The District Attorney's Office has played a lead role in the planning and implementation process, with continuing assistance from the Circuit Court, Metropolitan Public Defender, and the Department.

### **Community Court Objectives**

- Strengthen the linkage between our criminal courts and the communities they serve through the collaborative planning, implementation, and operation of a Community Court that focuses on problem solving rather than case processing.
- Empower neighborhoods by enhancing their participation in the justice system.
- Respond to victim and community issues in the sentencing process.
- Increase the public's trust in their justice system by focusing on visible, community level outcomes for the prosecution and resolution of criminal behavior.

### **Target Population**

The Court hears pleas in "quality of life" misdemeanor and violation cases that occur in the North and Northeast Portland Police precincts or that involve defendants who live in those precincts. Eligible offenses include Theft, Trespass, Prostitution, Selling Alcohol to a Minor, Disorderly Conduct, and Misdemeanor Drug and Gambling.

### **Community Court Sentences**

Eight hours of community service on work crews supervised by the Department's Alternative Community Service Program was the primary sentence for defendants when the Court began operating. Sixteen hours of service is the new standard. Additional requirements of the sentence may include an employment search, or enrollment in the Oregon Health Plan or treatment program. The Court usually requires these conditions to be met within 30 days. In most cases, defendants perform their work on crews in neighborhoods served by the Court.

### **Performance Data (through March 1999)**

- 670 defendants have been scheduled to appear.
- 489 (73%) have appeared.
- 423 defendants have been sentenced to community service.
- 79% have completed their sentence.
- 2,168 hours have been contributed with an estimated value of over \$14,000.

## **Services**

The Court offers social and legal services on-site on Court days. Defendants and community members may receive advice and schedule appointments for services in the following areas: state health insurance, child support payments, temporary and permanent housing, employment training, alcohol, drug, and mental health evaluation/treatment. Representatives of several community agencies are usually present in Court. Civil legal services are provided by such organizations as the Oregon Law Center.

Once a week, a public defender is present at the King Facility to answer questions and give legal advice to people with outstanding warrants. The attorney advises people how best to deal with an outstanding warrant. In certain cases, a person may schedule an appearance in Community Court to clear up the warrant. The Court also offers a Mentor Program. Through this program, Community Court participants may ask to be matched with a mentor from the community. The mentors make the initial contact with Community Court participants and work on a plan to help defendants make better life decisions. The mentors strive to serve as positive role models in the defendants' lives.

Community Court serves as a forum at which police and residents come together before the Community Court Judge to sign Chronic Nuisance compliance agreements. Community residents are encouraged to attend the proceedings. It is our hope that this effort will further empower neighborhoods to work with concerned agencies and use available legal resources when informal efforts to resolve complaints fail to bring resolution. Portland's Chronic Nuisance ordinance focuses on continuous or repeated (3 times in 30 days) incidents of drug use/sale, prostitution, excessive noise, public indecency, and other specified offenses.

## **Planning and Governance**

A Citizens Advisory Board, originally constituted to help develop the Court's focus, now meets monthly to review operations and establish policy. A Technical Operations Committee meets twice per month to implement policy and deal with legal and logistical matters.

## **Staffing**

Judges Clifford Freeman and Roosevelt Robinson of the Multnomah County Circuit Court have presided over the Community Court since its inception. The Metropolitan Public Defender's Office provides defense representation. The Multnomah County District Attorney's Office provides a deputy district attorney and legal assistant. The Multnomah County Sheriff's Office provides security for the Court. Our Department coordinates community service sentencing. A Community Court Coordinator performs management tasks related to the operation and expansion of the Community Court and serves as staff to the Citizens Advisory Board and Technical Operations Committee. Representatives from local service organizations help strengthen the social service link to the Court. Several volunteers placed by the Department's Volunteer Coordinator have assisted the Court in such areas as assessment, follow-up contacts, and logistical support.



## **Funding**

Several grants currently fund the Community Court project. Initially, in conjunction with our designations as a Weed and Seed Site and a Community Justice Site by the US Department of Justice, the Court received grants totaling \$250,000 for 1998-1999. That amount has been awarded again for 1999-2000. The Mentor and community service programs recently received approval for approximately \$10,000 each through the *Weed & Seed* Small Grants Program, contingent upon the award of federal funds. The computer technology for the Court was financed through the Multnomah County Public Safety Technology Bond. In addition, the Center for Court Innovation has provided extensive and valuable technical assistance in the design, development, and implementation of Portland's Community Court project.

## **On the Horizon**

Driven by citizen interest and building on our experience in North/Northeast Portland, planning is underway to establish community courts on the Westside and in Southeast Portland. The Bureau of Justice Assistance has approved a concept paper for a court in Southeast Portland and asked the District Attorney's Office to submit a full proposal and budget.

## **BUILDING COMMUNITY JUSTICE**

*Community justice is built on the inclusion of our community stakeholders in the development, delivery, and evaluation of justice services.*

Community Justice is a philosophical approach to justice services that is beginning to underlay the supervision, services, and sanctions provided by the Department of Community Justice. This approach involves listening to the community to determine their criminal justice and public safety concerns and tailoring responses to address those concerns. The supervision and rehabilitation of offenders focuses on increasing their connection to a community that is caring and supportive of all of its members. Interventions and supportive services can be designed to connect them to the community while holding them accountable to their victims and the community for their actions. The Department recognizes that it cannot succeed without the support and participation of the communities it serves. We seek to strengthen our role as a partner with citizens, crime victims, schools, civic groups, and other organizations in building healthy communities by solving community problems. At its core, community justice expands justice's traditional focus on the offender to recognize the roles of the victim and the community in the system. Toward that goal, our Department is engaged in many activities, including:

- **Volunteer Program:** Provides opportunities for citizens to participate in juvenile and adult community corrections activities.
- **Conversation Groups with Families and Youth:** Since February 1997, the Department has held a series of conversation groups with youth and families about their perceptions of services provided by the Department, schools and other issues that concern them. These groups are a hands-on way for the Department staff to hear feedback about our services and

for families and youth to be heard in a way that rarely happens. The services of juvenile justice have been significantly changed by these conversations and they continue to evolve as we talk with more community members about their needs.

- **Student Attendance Initiative:** This program involves home outreach and services for youth who are identified by schools as having truancy problems. Services are provided to 130 schools for youth from kindergarten through 9<sup>th</sup> grade. This is a collaborative effort between Portland Public Schools, Multnomah Education Service District, Volunteers of America and the Family Centers.
- **Community Court:** A pilot project in North/Northeast Portland designed to build linkages between the courts and the community. The Community Court focuses on quality of life crimes. The Court's primary sentence is community service. A Citizen Advisory Board establishes policies and priorities. Operations involve the collaboration of the District Attorney's Office, the Circuit Court, the Metropolitan Public Defender, our Department, and other public and private agencies. Other communities in the County have begun exploring the possibility of establishing a community court.
- **Safety Action Teams:** The Department helps staff these community policing initiatives in two neighborhoods. The teams help integrate law enforcement and community corrections with neighborhood, school, business, and social service agencies.
- **Peninsula Office:** This Adult Community Justice field office in North Portland is piloting several strategies that increase the involvement of citizens and neighborhood groups in our operations. Each PO is assigned to a specific neighborhood to supervise that neighborhood's offenders and to serve as a resource at neighborhood association meetings. An emphasis on visiting offenders in their homes presents many opportunities for staff to discuss their work with interested citizens. A unique feature of this office is its Citizens Advisory Board, formed to mediate issues, discuss service priorities, and evaluate our responsiveness. The office makes its meeting room available for a variety of community groups.
- **Victim Services:** Assists crime victims after adjudication in such matters as court process, parole and probation operations, restitution, and resource referrals.
- **Victim/Offender Mediation:** Through a contract with Resolutions NW, young offenders and their victims can enter into victim/offender mediation. The process offers closure for the victim, along with negotiated settlements and consequences, and forces youth to confront the impact of their behavior on a personal level.
- **Victim Impact Panels:** Youth are often mandated to attend a presentation by a panel of victims who discuss the impact that crime has had on them. These panels usually include representatives of the insurance industry who can discuss the impact that crime has on all people's interest rates as well as individual victims.
- **Project Payback:** Youth who are required to pay restitution, but who are unemployed, are referred to Project Payback. This program develops contracts with organizations to do clean-

up or basic landscaping. The youth work under Department supervision and the victim receives payment for the hours worked.

- **Community Services and the Forest Project:** Juvenile and adult offenders are afforded an opportunity to give something back to the community by completing work assignments and special projects.
- **Neighborhood Meetings:** Staff regularly attend various meetings to tackle community problems with those most impacted.

Our partnership-building parallels similar efforts throughout the County and around the country. Community justice concepts are also being implemented in such Countywide initiatives as community policing, community prosecution, Caring Communities, SUN Community Schools, and other collaborative efforts. These efforts are reflected in our designation as both a Community Justice Site and a Weed and Seed Site by the U.S. Department of Justice. The Weed and Seed program supports the enhancement of public safety by building healthy, empowered communities. These designations have leveraged grant funding and technical assistance for several multi-agency programs.

## PROGRAM DESCRIPTION

<b>COUNTY:</b> <b>Multnomah</b>	
<b>PROGRAM NAME:</b> Director's Office	
<b>CONTACT PERSON:</b> Elyse Clawson	<b>PHONE:</b> (503) 248-3338 <b>FAX:</b> (503) 248-3990 <b>E-MAIL:</b> elyse.clawson@co.multnomah.or.us
<b>PROGRAM ADDRESS:</b> 421 SW 5 <sup>th</sup> Avenue, Suite 600 Portland, OR 97204	
<b>PROGRAM PURPOSE:</b> Direction, oversight and coordination of Juvenile and Adult Community Justice.	
<b>PROGRAM DESCRIPTION:</b> The Director and her staff work closely with other justice agencies, County departments, and community organizations to plan and develop policy for a coordinated system of justice services in Multnomah County. The Department's Public Information Officer is part of the Director's office.	
<b>TARGET POPULATION:</b> N/A	
<b>HOW IT RELATES TO OUTCOMES:</b> Director can help department focus on training and necessary improvements to supervision, services, and sanctions designed to reduce recidivism.	
<b>CHECK ALL THAT APPLY:</b> N/A <div style="display: flex; flex-wrap: wrap;"> <div style="width: 50%;"> <input type="checkbox"/> PROBATIONERS  <input type="checkbox"/> PAROLEES/PPS OFFENDERS:  <input type="checkbox"/> OTHER OFFENDER TYPE:  <input type="checkbox"/> MEN  <input type="checkbox"/> RESIDENTIAL         </div> <div style="width: 50%;"> <input type="checkbox"/> HIGH  <input type="checkbox"/> HIGH  <input type="checkbox"/> WOMEN  <input type="checkbox"/> NON-RESIDENTIAL         </div> <div style="width: 50%;"> <input type="checkbox"/> MEDIUM  <input type="checkbox"/> MEDIUM  <input type="checkbox"/> BOTH  <input type="checkbox"/> BOTH         </div> <div style="width: 50%;"> <input type="checkbox"/> LOW  <input type="checkbox"/> LOW  <input type="checkbox"/> LIMITED  <input type="checkbox"/> LIMITED         </div> </div>	
<b>TOTAL NUMBER OF OFFENDERS TO BE SERVED DURING THE BIENNIUM:</b> N/A	<b>NUMBER OF OFFENDERS WHO CAN BE ACTIVELY INVOLVED AT ANY ONE TIME:</b> N/A

## PROGRAM DESCRIPTION

<b>COUNTY:</b> Multnomah	
<b>PROGRAM NAME:</b> Adult Justice Management	
<b>CONTACT PERSON:</b> Jim Rood	<b>PHONE:</b> (503) 248-5038 <b>FAX:</b> (503) 248-3990 <b>E-MAIL:</b> jim.rood@co.multnomah.or.us
<b>PROGRAM ADDRESS:</b> 421 SW 5 <sup>th</sup> Avenue, Suite 600 Portland, OR 97204	
<b>PROGRAM PURPOSE:</b> To provide management, direction, and oversight for adult community corrections services.	
<b>PROGRAM DESCRIPTION:</b> Adult Justice Management works closely with the Oregon Department of Corrections, the Multnomah County Sheriff's Office, Portland Police, the District Attorney's Office, and the Courts to plan and coordinate a range of supervision, sanctions, and services for adult offenders in the community. Adult Justice Management includes the Victim Services program.	
<b>TARGET POPULATION:</b> N/A	
<b>HOW IT RELATES TO OUTCOMES:</b> Adult Justice Management assures that the department's management team has timely performance and outcome data and that this data is used review and modify programs and practices.	
<b>CHECK ALL THAT APPLY:</b> N/A <div style="display: flex; flex-wrap: wrap;"> <div style="width: 25%;"><input type="checkbox"/> PROBATIONERS</div> <div style="width: 25%;"><input type="checkbox"/> HIGH</div> <div style="width: 25%;"><input type="checkbox"/> MEDIUM</div> <div style="width: 25%;"><input type="checkbox"/> LOW</div> <div style="width: 25%;"><input type="checkbox"/> LIMITED</div> <div style="width: 25%;"><input type="checkbox"/> PAROLEES/PPS OFFENDERS:</div> <div style="width: 25%;"><input type="checkbox"/> HIGH</div> <div style="width: 25%;"><input type="checkbox"/> MEDIUM</div> <div style="width: 25%;"><input type="checkbox"/> LOW</div> <div style="width: 25%;"><input type="checkbox"/> LIMITED</div> <div style="width: 25%;"><input type="checkbox"/> OTHER OFFENDER TYPE:</div> <div style="width: 25%;"><input type="checkbox"/> MEN</div> <div style="width: 25%;"><input type="checkbox"/> WOMEN</div> <div style="width: 25%;"><input type="checkbox"/> BOTH</div> <div style="width: 25%;"><input type="checkbox"/> RESIDENTIAL</div> <div style="width: 25%;"><input type="checkbox"/> NON-RESIDENTIAL</div> <div style="width: 25%;"><input type="checkbox"/> BOTH</div> </div>	
<b>TOTAL NUMBER OF OFFENDERS TO BE SERVED DURING THE BIENNIUM:</b> N/A	<b>NUMBER OF OFFENDERS WHO CAN BE ACTIVELY INVOLVED AT ANY ONE TIME:</b> N/A

## PROGRAM DESCRIPTION

<b>COUNTY:</b> Multnomah	
<b>PROGRAM NAME:</b> Resource Management	
<b>CONTACT PERSON:</b> Meganne Steele	<b>PHONE:</b> (503) 248-3961 <b>FAX:</b> (503) 306-5791 <b>E-MAIL:</b> meganne.steele@co.multnomah.or.us
<b>PROGRAM ADDRESS:</b> 1401 NE 68 <sup>th</sup> Avenue Portland, OR 97213	
<b>PROGRAM PURPOSE:</b> Resource Management coordinates departmental strategic planning, human resources, and fiscal services.	
<b>PROGRAM DESCRIPTION:</b> Specific activities include policy analysis, data analysis, research, strategic planning, program evaluation, budget preparation, contract development and oversight, payroll and personnel services, accounts payable/receivable, purchasing, travel and training processing, training program coordination, and volunteer recruitment and placement.	
<b>TARGET POPULATION:</b> N/A	
<b>HOW IT RELATES TO OUTCOMES:</b> Resource Management coordinates the training and contracting processes which are designed to complement the department's outcome objectives.	
<b>CHECK ALL THAT APPLY:</b> N/A <div style="display: flex; flex-wrap: wrap;"> <div style="width: 25%;"><input type="checkbox"/> PROBATIONERS</div> <div style="width: 25%;"><input type="checkbox"/> HIGH</div> <div style="width: 25%;"><input type="checkbox"/> MEDIUM</div> <div style="width: 25%;"><input type="checkbox"/> LOW</div> <div style="width: 25%;"><input type="checkbox"/> LIMITED</div> <div style="width: 25%;"><input type="checkbox"/> PAROLEES/PPS OFFENDERS:</div> <div style="width: 25%;"><input type="checkbox"/> HIGH</div> <div style="width: 25%;"><input type="checkbox"/> MEDIUM</div> <div style="width: 25%;"><input type="checkbox"/> LOW</div> <div style="width: 25%;"><input type="checkbox"/> LIMITED</div> <div style="width: 25%;"><input type="checkbox"/> OTHER OFFENDER TYPE:</div> <div style="width: 25%;"><input type="checkbox"/> MEN</div> <div style="width: 25%;"><input type="checkbox"/> WOMEN</div> <div style="width: 25%;"><input type="checkbox"/> BOTH</div> <div style="width: 25%;"><input type="checkbox"/> RESIDENTIAL</div> <div style="width: 25%;"><input type="checkbox"/> NON-RESIDENTIAL</div> <div style="width: 25%;"><input type="checkbox"/> BOTH</div> </div>	
<b>TOTAL NUMBER OF OFFENDERS TO BE SERVED DURING THE BIENNIUM:</b> N/A	<b>NUMBER OF OFFENDERS WHO CAN BE ACTIVELY INVOLVED AT ANY ONE TIME:</b> N/A

## PROGRAM DESCRIPTION

<b>COUNTY:</b> <b>Multnomah</b>	
<b>PROGRAM NAME:</b> Information Services	
<b>CONTACT PERSON:</b> Jann Brown	<b>PHONE:</b> (503) 248-3544 <b>FAX:</b> <b>E-MAIL:</b> jann.o.brown@co.multnomah.or.us
<b>PROGRAM ADDRESS:</b> 1401 NE 68 <sup>th</sup> Avenue Portland, OR 97213	
<b>PROGRAM PURPOSE:</b> To provide information technology support and services to the Department and coordination with and access to other criminal justice and social service agency systems and databases.	
<b>PROGRAM DESCRIPTION:</b> . Information Services is responsible for development and maintenance of automated information systems; acquisition, support and maintenance of personal computer and network equipment and software; installation and management of Local and Wide Area Networks; user training and support; summons processing; preparation of legal documents; and processing of warrants and record expunctions.	
<b>TARGET POPULATION:</b> N/A	
<b>HOW IT RELATES TO OUTCOMES:</b> Information Services provides the hardware and software tools and training necessary to monitor and evaluate program performance.	
<b>CHECK ALL THAT APPLY:</b> N/A <div style="display: flex; flex-wrap: wrap;"> <div style="width: 33%;"><input type="checkbox"/> PROBATIONERS</div> <div style="width: 33%;"><input type="checkbox"/> HIGH</div> <div style="width: 33%;"><input type="checkbox"/> MEDIUM</div> <div style="width: 33%;"><input type="checkbox"/> LOW</div> <div style="width: 33%;"><input type="checkbox"/> LIMITED</div> <div style="width: 33%;"><input type="checkbox"/> PAROLEES/PPS OFFENDERS:</div> <div style="width: 33%;"><input type="checkbox"/> HIGH</div> <div style="width: 33%;"><input type="checkbox"/> MEDIUM</div> <div style="width: 33%;"><input type="checkbox"/> LOW</div> <div style="width: 33%;"><input type="checkbox"/> LIMITED</div> <div style="width: 33%;"><input type="checkbox"/> OTHER OFFENDER TYPE:</div> <div style="width: 33%;"><input type="checkbox"/> MEN</div> <div style="width: 33%;"><input type="checkbox"/> WOMEN</div> <div style="width: 33%;"><input type="checkbox"/> BOTH</div> <div style="width: 33%;"><input type="checkbox"/> RESIDENTIAL</div> <div style="width: 33%;"><input type="checkbox"/> NON-RESIDENTIAL</div> <div style="width: 33%;"><input type="checkbox"/> BOTH</div> </div>	
<b>TOTAL NUMBER OF OFFENDERS TO BE SERVED DURING THE BIENNIUM:</b> N/A	<b>NUMBER OF OFFENDERS WHO CAN BE ACTIVELY INVOLVED AT ANY ONE TIME:</b> N/A

## PROGRAM DESCRIPTION

<b>COUNTY:</b> Multnomah																										
<b>PROGRAM NAME:</b> Centralized Intake and Parole Transition																										
<b>CONTACT PERSON:</b> Mike King	<b>PHONE:</b> (503) 306-5832 <b>FAX:</b> (503) 248-3086 <b>E-MAIL:</b> mike.king@co.multnomah.or.us																									
<b>PROGRAM ADDRESS:</b> 1120 SW 3 <sup>rd</sup> Avenue, #358 Portland, OR 97204																										
<b>PROGRAM PURPOSE:</b> To determine appropriate supervision levels and placement of offenders. To provide case planning and limited case management for parolees transitioning to the community.																										
<b>PROGRAM DESCRIPTION:</b> Centralized Intake accesses a variety of information to place offenders, including criminal histories, self-reported information, a risk assessment, pre-sentence investigations, alcohol and drug evaluations, Pre-Trial Services information, and prison information. The department identifies offenders' risk level and needs as they enter the criminal justice system. The department also determines the appropriate level of intervention to accomplish case management goals. The Parole Transition Program works with institutional release counselors to identify and respond to the needs of parolees with a focus on those who are subsidy-eligible. Services include transitional housing, bus tickets, meal tickets, work related tools and clothing, personal hygiene kits, and other items on a case by case basis. The program also makes referrals to substance abuse and mental health providers.																										
<b>TARGET POPULATION:</b> Convicted offenders sentenced to probation or referred to the Department for Alternative Community Service or the Forest Project.																										
<b>HOW IT RELATES TO OUTCOMES:</b> Assessment of risk and needs is essential to addressing the factors that could impact recidivism. The Parole Transition Program provides services during the critical post release period when lack of stability is often associated with recidivism.																										
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<b>TOTAL NUMBER OF OFFENDERS TO BE SERVED DURING THE BIENNIUM:</b> 9,600 probation intake 1,800 parole transition	<b>NUMBER OF OFFENDERS WHO CAN BE ACTIVELY INVOLVED AT ANY ONE TIME:</b> N/A																									



## PROGRAM DESCRIPTION

<b>COUNTY:</b> Multnomah	
<b>PROGRAM NAME:</b> Pretrial Services	
<b>CONTACT PERSON:</b> Mike King	<b>PHONE:</b> (503) 306-5832 <b>FAX:</b> (503) 248-3086 <b>E-MAIL:</b> mike.king@co.multnomah.or.us
<b>PROGRAM ADDRESS:</b> 1120 SW 3 <sup>rd</sup> Avenue, #358 Portland, OR 97204	
<b>PROGRAM PURPOSE:</b> To conduct pretrial interviews with incarcerated defendants to determine their suitability for release. To supervise pretrial releasees.	
<b>PROGRAM DESCRIPTION:</b> Operating under authority delegated by the courts, Pretrial Services evaluates defendants and releases from custody those who meet criteria established to assure their return for future court appearances. This unit provides supervision for those individuals who require monitoring, telephone, and office contacts to make their court dates and comply with other release conditions.	
<b>TARGET POPULATION:</b> Pretrial defendants	
<b>HOW IT RELATES TO OUTCOMES:</b> Pretrial Services helps stabilize defendants in the community, thereby contributing to successful supervision outcomes.	
<b>CHECK ALL THAT APPLY:</b> <div style="display: flex; flex-wrap: wrap;"> <div style="width: 50%;"> <input type="checkbox"/> PROBATIONERS  <input type="checkbox"/> PAROLEES/PPS OFFENDERS:  <input checked="" type="checkbox"/> OTHER OFFENDER TYPE: Pretrial defendants  <input type="checkbox"/> MEN  <input type="checkbox"/> RESIDENTIAL         </div> <div style="width: 50%;"> <input type="checkbox"/> HIGH  <input type="checkbox"/> HIGH  <input checked="" type="checkbox"/> BOTH  <input type="checkbox"/> WOMEN  <input type="checkbox"/> NON-RESIDENTIAL  <input checked="" type="checkbox"/> BOTH         </div> <div style="width: 50%;"> <input type="checkbox"/> MEDIUM  <input type="checkbox"/> MEDIUM  <input type="checkbox"/> LOW  <input type="checkbox"/> LIMITED         </div> <div style="width: 50%;"> <input type="checkbox"/> LOW  <input type="checkbox"/> LIMITED         </div> </div>	
<b>TOTAL NUMBER OF OFFENDERS TO BE SERVED DURING THE BIENNIUM:</b> 42,000 pretrial interviews	<b>NUMBER OF OFFENDERS WHO CAN BE ACTIVELY INVOLVED AT ANY ONE TIME:</b> Maximum Pretrial Supervision caseload: 1,200

## PROGRAM DESCRIPTION

<b>COUNTY:</b> <b>Multnomah</b>																										
<b>PROGRAM NAME:</b> Presentence Investigations																										
<b>CONTACT PERSON:</b> Mike King	<b>PHONE:</b> (503) 306-5832 <b>FAX:</b> (503) 248-3086 <b>E-MAIL:</b> mike.king@co.multnomah.or.us																									
<b>PROGRAM ADDRESS:</b> 1120 SW 3 <sup>rd</sup> Avenue, #358 Portland, OR 97204																										
<b>PROGRAM PURPOSE:</b> To provide reports for sentencing judges to assist in the sentencing process.																										
<b>PROGRAM DESCRIPTION:</b> The Presentence Investigation Unit contributes to a timely, fair, and consistent sentencing process. The Unit provides a full written investigation of the circumstances of a criminal offense, a defendant's criminal record, his/her social history and his/her present condition and environment. The investigation report assists the court by providing information that is relevant to the sentencing decision and by presenting sentencing options that give the offender an opportunity to achieve positive changes in the community through integrated supervision, treatment, and sanction strategies.																										
<b>TARGET POPULATION:</b> Convicted offenders pending sentencing.																										
<b>HOW IT RELATES TO OUTCOMES:</b> Presentence investigations contribute to positive probation outcomes by identifying the criminogenic needs of offenders.																										
<b>CHECK ALL THAT APPLY:</b> <table style="width: 100%;"> <tr> <td><input type="checkbox"/> PROBATIONERS</td> <td><input type="checkbox"/> HIGH</td> <td><input type="checkbox"/> MEDIUM</td> <td><input type="checkbox"/> LOW</td> <td><input type="checkbox"/> LIMITED</td> </tr> <tr> <td><input type="checkbox"/> PAROLEES/PPS OFFENDERS:</td> <td><input type="checkbox"/> HIGH</td> <td><input type="checkbox"/> MEDIUM</td> <td><input type="checkbox"/> LOW</td> <td><input type="checkbox"/> LIMITED</td> </tr> <tr> <td colspan="5"><input checked="" type="checkbox"/> OTHER OFFENDER TYPE:</td> </tr> <tr> <td><input type="checkbox"/> MEN</td> <td><input type="checkbox"/> WOMEN</td> <td colspan="3"><input checked="" type="checkbox"/> BOTH</td> </tr> <tr> <td><input type="checkbox"/> RESIDENTIAL</td> <td><input checked="" type="checkbox"/> NON-RESIDENTIAL</td> <td colspan="3"><input type="checkbox"/> BOTH</td> </tr> </table>		<input type="checkbox"/> PROBATIONERS	<input type="checkbox"/> HIGH	<input type="checkbox"/> MEDIUM	<input type="checkbox"/> LOW	<input type="checkbox"/> LIMITED	<input type="checkbox"/> PAROLEES/PPS OFFENDERS:	<input type="checkbox"/> HIGH	<input type="checkbox"/> MEDIUM	<input type="checkbox"/> LOW	<input type="checkbox"/> LIMITED	<input checked="" type="checkbox"/> OTHER OFFENDER TYPE:					<input type="checkbox"/> MEN	<input type="checkbox"/> WOMEN	<input checked="" type="checkbox"/> BOTH			<input type="checkbox"/> RESIDENTIAL	<input checked="" type="checkbox"/> NON-RESIDENTIAL	<input type="checkbox"/> BOTH		
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<b>TOTAL NUMBER OF OFFENDERS TO BE SERVED DURING THE BIENNIUM:</b> 840	<b>NUMBER OF OFFENDERS WHO CAN BE ACTIVELY INVOLVED AT ANY ONE TIME:</b> N/A																									

## PROGRAM DESCRIPTION

<b>COUNTY:</b> Multnomah																										
<b>PROGRAM NAME:</b> Hearings																										
<b>CONTACT PERSON:</b> Mike King	<b>PHONE:</b> (503) 306-5892 <b>FAX:</b> (503) 248-3086 <b>E-MAIL:</b> mike.king@co.multnomah.or.us																									
<b>PROGRAM ADDRESS:</b> 421 SW 5 <sup>th</sup> Avenu, Suite 600 Portland, OR 97204																										
<b>PROGRAM PURPOSE:</b> To conduct timely hearings with parolees and probationers accused of violations of supervision conditions.																										
<b>PROGRAM DESCRIPTION:</b> . Hearings officers have authority to conduct hearings, impose sanctions, refer to treatment or other interventions, release from custody, recommend revocation to prison, and make other recommendations to releasing authorities. Hearings officers present structured sanctions to offenders in custody to diminish the time the field officers are taken out of service to travel to jails and present sanctions themselves.																										
<b>TARGET POPULATION:</b> Parolees and probationers accused of violating the conditions of supervision.																										
<b>HOW IT RELATES TO OUTCOMES:</b> Hearings Officers work with PO's to impose sanctions and interventions that are likely to reduce future criminal behavior.																										
<b>CHECK ALL THAT APPLY:</b> <table style="width: 100%;"> <tr> <td><input checked="" type="checkbox"/> PROBATIONERS</td> <td><input checked="" type="checkbox"/> HIGH</td> <td><input checked="" type="checkbox"/> MEDIUM</td> <td><input checked="" type="checkbox"/> LOW</td> <td><input checked="" type="checkbox"/> LIMITED</td> </tr> <tr> <td><input checked="" type="checkbox"/> PAROLEES/PPS OFFENDERS:</td> <td><input checked="" type="checkbox"/> HIGH</td> <td><input checked="" type="checkbox"/> MEDIUM</td> <td><input checked="" type="checkbox"/> LOW</td> <td><input checked="" type="checkbox"/> LIMITED</td> </tr> <tr> <td colspan="5"><input type="checkbox"/> OTHER OFFENDER TYPE:</td> </tr> <tr> <td><input type="checkbox"/> MEN</td> <td><input type="checkbox"/> WOMEN</td> <td colspan="3"><input checked="" type="checkbox"/> BOTH</td> </tr> <tr> <td><input type="checkbox"/> RESIDENTIAL</td> <td><input type="checkbox"/> NON-RESIDENTIAL</td> <td colspan="3"><input checked="" type="checkbox"/> BOTH</td> </tr> </table>		<input checked="" type="checkbox"/> PROBATIONERS	<input checked="" type="checkbox"/> HIGH	<input checked="" type="checkbox"/> MEDIUM	<input checked="" type="checkbox"/> LOW	<input checked="" type="checkbox"/> LIMITED	<input checked="" type="checkbox"/> PAROLEES/PPS OFFENDERS:	<input checked="" type="checkbox"/> HIGH	<input checked="" type="checkbox"/> MEDIUM	<input checked="" type="checkbox"/> LOW	<input checked="" type="checkbox"/> LIMITED	<input type="checkbox"/> OTHER OFFENDER TYPE:					<input type="checkbox"/> MEN	<input type="checkbox"/> WOMEN	<input checked="" type="checkbox"/> BOTH			<input type="checkbox"/> RESIDENTIAL	<input type="checkbox"/> NON-RESIDENTIAL	<input checked="" type="checkbox"/> BOTH		
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<input type="checkbox"/> RESIDENTIAL	<input type="checkbox"/> NON-RESIDENTIAL	<input checked="" type="checkbox"/> BOTH																								
<b>TOTAL NUMBER OF OFFENDERS TO BE SERVED DURING THE BIENNIUM:</b> 2,160	<b>NUMBER OF OFFENDERS WHO CAN BE ACTIVELY INVOLVED AT ANY ONE TIME:</b>																									

## PROGRAM DESCRIPTION

<b>COUNTY:</b> Multnomah	
<b>PROGRAM NAME:</b> Sanctions Tracking	
<b>CONTACT PERSON:</b> Mike King	<b>PHONE:</b> (503) 306-5832 <b>FAX:</b> (503) 248-3086 <b>E-MAIL:</b> mike.king@co.multnomah.or.us
<b>PROGRAM ADDRESS:</b> 421 SW 5 <sup>th</sup> Avenue, Suite 600 Portland, OR 97204	
<b>PROGRAM PURPOSE:</b> To provide PO's Supervisors, and Hearings Officers with information on sanction options and to track sanction-related data.	
<b>PROGRAM DESCRIPTION:</b> Sanctions Tracking maintains up-to-date information on a variety of sanctions and interventions and serves as a resource hub for staff. The program is designed to save field officers time. Sanctions Tracking maintains utilization and performance data for various sanctions and assures that data collection meets state and local needs.	
<b>TARGET POPULATION:</b> Parole and probation violators	
<b>HOW IT RELATES TO OUTCOMES:</b> Helps assure that sanctions are swift and appropriate to risk and need factors.	
<b>CHECK ALL THAT APPLY:</b> N/A <div style="display: flex; flex-wrap: wrap;"> <div style="width: 25%;"><input type="checkbox"/> PROBATIONERS</div> <div style="width: 25%;"><input type="checkbox"/> HIGH</div> <div style="width: 25%;"><input type="checkbox"/> MEDIUM</div> <div style="width: 25%;"><input type="checkbox"/> LOW</div> <div style="width: 25%;"><input type="checkbox"/> LIMITED</div> <div style="width: 25%;"><input type="checkbox"/> PAROLEES/PPS OFFENDERS:</div> <div style="width: 25%;"><input type="checkbox"/> HIGH</div> <div style="width: 25%;"><input type="checkbox"/> MEDIUM</div> <div style="width: 25%;"><input type="checkbox"/> LOW</div> <div style="width: 25%;"><input type="checkbox"/> LIMITED</div> <div style="width: 25%;"><input type="checkbox"/> OTHER OFFENDER TYPE:</div> <div style="width: 25%;"><input type="checkbox"/> MEN</div> <div style="width: 25%;"><input type="checkbox"/> WOMEN</div> <div style="width: 25%;"><input type="checkbox"/> BOTH</div> <div style="width: 25%;"><input type="checkbox"/> RESIDENTIAL</div> <div style="width: 25%;"><input type="checkbox"/> NON-RESIDENTIAL</div> <div style="width: 25%;"><input type="checkbox"/> BOTH</div> </div>	
<b>TOTAL NUMBER OF OFFENDERS TO BE SERVED DURING THE BIENNIUM:</b> N/A	<b>NUMBER OF OFFENDERS WHO CAN BE ACTIVELY INVOLVED AT ANY ONE TIME:</b> N/A

## PROGRAM DESCRIPTION

<b>COUNTY:</b> <b>Multnomah</b>	
<b>PROGRAM NAME:</b> Local Control (includes Transition Services)	
<b>CONTACT PERSON:</b> Mike King	<b>PHONE:</b> (503) 306-5832 <b>FAX:</b> (503) 248-3086 <b>E-MAIL:</b> mike.king@co.multnomah.or.us
<b>PROGRAM ADDRESS:</b> 421 SW 5 <sup>th</sup> Avenue, Suite 600 Portland, OR 97204	
<b>PROGRAM PURPOSE:</b> To reduce the recidivism of offenders sentenced to 12 months or less.	
<b>PROGRAM DESCRIPTION:</b> Local Control is responsible for the identification of local control cases, development of case plans for each offender, movement of offenders from jail to community-based sanctions, supervision of offenders while they complete their sentences in the community, and the transfer of cases to post-prison supervision at the expiration of their sentences. One of the Unit's objectives is the successful transition of Local Control offenders from jail to the community. The Department's Housing, Substance Abuse, and employment (through the Learning Center) services are available to assist with that objective. The Unit processes and supervises offenders in cooperation with the Sheriff's Office.	
<b>TARGET POPULATION:</b> Offenders sentenced to 12 months or less.	
<b>HOW IT RELATES TO OUTCOMES:</b> Local Control staff reduce the likelihood of recidivism by assuring that case plans responsive to risk and need factors are developed for each offender sentenced to 12 months or less.	
<b>CHECK ALL THAT APPLY:</b> <div style="display: flex; flex-wrap: wrap;"> <div style="width: 25%;"> <input checked="" type="checkbox"/> PROBATIONERS  <input checked="" type="checkbox"/> PAROLEES/PPS OFFENDERS:  <input checked="" type="checkbox"/> OTHER OFFENDER TYPE: Local control inmates  <input type="checkbox"/> MEN  <input type="checkbox"/> RESIDENTIAL         </div> <div style="width: 25%;"> <input checked="" type="checkbox"/> HIGH  <input checked="" type="checkbox"/> HIGH  <input type="checkbox"/> WOMEN  <input type="checkbox"/> NON-RESIDENTIAL         </div> <div style="width: 25%;"> <input checked="" type="checkbox"/> MEDIUM  <input checked="" type="checkbox"/> MEDIUM  <input checked="" type="checkbox"/> BOTH  <input checked="" type="checkbox"/> BOTH         </div> <div style="width: 25%;"> <input checked="" type="checkbox"/> LOW  <input checked="" type="checkbox"/> LOW  <input type="checkbox"/> LIMITED  <input type="checkbox"/> LIMITED         </div> </div>	
<b>TOTAL NUMBER OF OFFENDERS TO BE SERVED DURING THE BIENNIUM:</b> 5,862 Local Control intakes, including 3,856 new crimes and revocations, per Office of Economic Analysis	<b>NUMBER OF OFFENDERS WHO CAN BE ACTIVELY INVOLVED AT ANY ONE TIME:</b> N/A

## PROGRAM DESCRIPTION

<b>COUNTY:</b> <b>Multnomah</b>																										
<b>PROGRAM NAME:</b> Offender Supervision																										
<b>CONTACT PERSON:</b> Jim Rood	<b>PHONE:</b> (503) 248- <b>FAX:</b> (503) 248-3990 <b>E-MAIL:</b> jim.rood@co.multnomah.or.us																									
<b>PROGRAM ADDRESS:</b> 421 SW 54 <sup>th</sup> Avenue, Suite 600 Portland, OR 97204																										
<b>PROGRAM PURPOSE:</b> To supervise adult offenders to protect the community and promote positive offender behavioral change.																										
<b>PROGRAM DESCRIPTION:</b> The Department has field offices in North Portland, Northeast Portland, Southwest Portland, Inner Southeast Portland, Mid-County, and Gresham. Staff work with community and civic groups, police, community-based resources, schools, and County organizations. Field offices emphasize monitoring of high and medium risk offenders, imposition of structured sanctions, and response to criminogenic needs. Specialized units supervise sex offenders, gang involved offenders, domestic violence offenders, chronic DUII offenders, mentally ill offenders, Boot Camp graduates, African-American offenders returning to their communities after serving prison terms, and offenders in transition to other states or counties.																										
<b>TARGET POPULATION:</b> Offenders on parole and probation.																										
<b>HOW IT RELATES TO OUTCOMES:</b> Field supervision focuses on high and medium risk offenders and emphasizes response to criminogenic needs. Research indicates that this approach can lead to reductions in recidivism.																										
<b>CHECK ALL THAT APPLY:</b> <table style="width: 100%; border: none;"> <tr> <td><input checked="" type="checkbox"/> PROBATIONERS</td> <td><input checked="" type="checkbox"/> HIGH</td> <td><input checked="" type="checkbox"/> MEDIUM</td> <td><input checked="" type="checkbox"/> LOW</td> <td><input checked="" type="checkbox"/> LIMITED</td> </tr> <tr> <td><input checked="" type="checkbox"/> PAROLEES/PPS OFFENDERS:</td> <td><input checked="" type="checkbox"/> HIGH</td> <td><input checked="" type="checkbox"/> MEDIUM</td> <td><input checked="" type="checkbox"/> LOW</td> <td><input checked="" type="checkbox"/> LIMITED</td> </tr> <tr> <td colspan="5"><input type="checkbox"/> OTHER OFFENDER TYPE:</td> </tr> <tr> <td><input type="checkbox"/> MEN</td> <td><input type="checkbox"/> WOMEN</td> <td colspan="3"><input checked="" type="checkbox"/> BOTH</td> </tr> <tr> <td><input type="checkbox"/> RESIDENTIAL</td> <td><input type="checkbox"/> NON-RESIDENTIAL</td> <td colspan="3"><input checked="" type="checkbox"/> BOTH</td> </tr> </table>		<input checked="" type="checkbox"/> PROBATIONERS	<input checked="" type="checkbox"/> HIGH	<input checked="" type="checkbox"/> MEDIUM	<input checked="" type="checkbox"/> LOW	<input checked="" type="checkbox"/> LIMITED	<input checked="" type="checkbox"/> PAROLEES/PPS OFFENDERS:	<input checked="" type="checkbox"/> HIGH	<input checked="" type="checkbox"/> MEDIUM	<input checked="" type="checkbox"/> LOW	<input checked="" type="checkbox"/> LIMITED	<input type="checkbox"/> OTHER OFFENDER TYPE:					<input type="checkbox"/> MEN	<input type="checkbox"/> WOMEN	<input checked="" type="checkbox"/> BOTH			<input type="checkbox"/> RESIDENTIAL	<input type="checkbox"/> NON-RESIDENTIAL	<input checked="" type="checkbox"/> BOTH		
<input checked="" type="checkbox"/> PROBATIONERS	<input checked="" type="checkbox"/> HIGH	<input checked="" type="checkbox"/> MEDIUM	<input checked="" type="checkbox"/> LOW	<input checked="" type="checkbox"/> LIMITED																						
<input checked="" type="checkbox"/> PAROLEES/PPS OFFENDERS:	<input checked="" type="checkbox"/> HIGH	<input checked="" type="checkbox"/> MEDIUM	<input checked="" type="checkbox"/> LOW	<input checked="" type="checkbox"/> LIMITED																						
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<input type="checkbox"/> RESIDENTIAL	<input type="checkbox"/> NON-RESIDENTIAL	<input checked="" type="checkbox"/> BOTH																								
<b>TOTAL NUMBER OF OFFENDERS TO BE SERVED DURING THE BIENNIUM:</b> 10,000 new cases	<b>NUMBER OF OFFENDERS WHO CAN BE ACTIVELY INVOLVED AT ANY ONE TIME:</b> N/A																									

## PROGRAM DESCRIPTION

<b>COUNTY:</b> <b>Multnomah</b>																										
<b>PROGRAM NAME:</b> Centralized Team Supervision (CTS)																										
<b>CONTACT PERSON:</b> Michael Haines	<b>PHONE:</b> (503) 248-3456 <b>FAX:</b> (503) 248-3234 <b>E-MAIL:</b> michael.haines@co.multnomah.or.us																									
<b>PROGRAM ADDRESS:</b> 727 NE 24 <sup>th</sup> Avenue Portland, OR 97214																										
<b>PROGRAM PURPOSE:</b> To provide cost-effective supervision of low and limited risk offenders.																										
<b>PROGRAM DESCRIPTION:</b> In the CTS system, offenders are asked to report via telephone and/or mail. They are monitored for compliance with the conditions of supervision and referrals are made to the appropriate services. The CTS unit was a new cost center in the 1997-98 budget and was started as a pilot in 1995-96. A 1997 performance audit by the Multnomah County Auditor found Centralized Team Supervision to be cost effective and recommended its expanded use. There are over 3,300 cases on active supervision in the CTS system.																										
<b>TARGET POPULATION:</b> Low and limited risk parolees and probationers.																										
<b>HOW IT RELATES TO OUTCOMES:</b> Research indicates that the overall recidivism of offenders under supervision is reduced by shifting resources from low to high risk cases. CTS helps the Department accomplish that objective, as recommended by the County Auditor.																										
<b>CHECK ALL THAT APPLY:</b> <table style="width: 100%;"> <tr> <td><input checked="" type="checkbox"/> PROBATIONERS</td> <td><input type="checkbox"/> HIGH</td> <td><input type="checkbox"/> MEDIUM</td> <td><input checked="" type="checkbox"/> LOW</td> <td><input checked="" type="checkbox"/> LIMITED</td> </tr> <tr> <td><input checked="" type="checkbox"/> PAROLEES/PPS OFFENDERS:</td> <td><input type="checkbox"/> HIGH</td> <td><input type="checkbox"/> MEDIUM</td> <td><input checked="" type="checkbox"/> LOW</td> <td><input checked="" type="checkbox"/> LIMITED</td> </tr> <tr> <td colspan="5"><input type="checkbox"/> OTHER OFFENDER TYPE:</td> </tr> <tr> <td><input type="checkbox"/> MEN</td> <td><input type="checkbox"/> WOMEN</td> <td colspan="3"><input checked="" type="checkbox"/> BOTH</td> </tr> <tr> <td><input type="checkbox"/> RESIDENTIAL</td> <td><input checked="" type="checkbox"/> NON-RESIDENTIAL</td> <td colspan="3"><input type="checkbox"/> BOTH</td> </tr> </table>		<input checked="" type="checkbox"/> PROBATIONERS	<input type="checkbox"/> HIGH	<input type="checkbox"/> MEDIUM	<input checked="" type="checkbox"/> LOW	<input checked="" type="checkbox"/> LIMITED	<input checked="" type="checkbox"/> PAROLEES/PPS OFFENDERS:	<input type="checkbox"/> HIGH	<input type="checkbox"/> MEDIUM	<input checked="" type="checkbox"/> LOW	<input checked="" type="checkbox"/> LIMITED	<input type="checkbox"/> OTHER OFFENDER TYPE:					<input type="checkbox"/> MEN	<input type="checkbox"/> WOMEN	<input checked="" type="checkbox"/> BOTH			<input type="checkbox"/> RESIDENTIAL	<input checked="" type="checkbox"/> NON-RESIDENTIAL	<input type="checkbox"/> BOTH		
<input checked="" type="checkbox"/> PROBATIONERS	<input type="checkbox"/> HIGH	<input type="checkbox"/> MEDIUM	<input checked="" type="checkbox"/> LOW	<input checked="" type="checkbox"/> LIMITED																						
<input checked="" type="checkbox"/> PAROLEES/PPS OFFENDERS:	<input type="checkbox"/> HIGH	<input type="checkbox"/> MEDIUM	<input checked="" type="checkbox"/> LOW	<input checked="" type="checkbox"/> LIMITED																						
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<b>TOTAL NUMBER OF OFFENDERS TO BE SERVED DURING THE BIENNIUM:</b> 3,500 New cases (included in Offender Supervision total)	<b>NUMBER OF OFFENDERS WHO CAN BE ACTIVELY INVOLVED AT ANY ONE TIME:</b> N/A																									

## PROGRAM DESCRIPTION

<b>COUNTY:</b> <b>Multnomah</b>																										
<b>PROGRAM NAME:</b> DUII Supervision																										
<b>CONTACT PERSON:</b> Carl Jaber	<b>PHONE:</b> (503) 248-3178 <b>FAX:</b> (503) 248-3357 <b>E-MAIL:</b> carl.j.jaber@co.multnomah.or.us																									
<b>PROGRAM ADDRESS:</b> 407 NE 12 <sup>th</sup> Avenue Portland, OR 97232																										
<b>PROGRAM PURPOSE:</b> To provide a high level of supervision for chronic DUII offenders.																										
<p><b>PROGRAM DESCRIPTION:</b> The DUII unit targets offenders with three or more DUII convictions within the past ten years. Offenders are required to attend a Victim's Panel, undergo alcohol and drug assessment, and participate in treatment. Surveillance of the offender's home and vehicle is conducted to ensure compliance with drinking and driving restrictions. This population of offenders is recognized as a significant threat to public safety.</p> <p>The Department was awarded a grant by the Oregon Department of Transportation to implement an enhanced DUII Bench Probation program in 1999. The program involves monitoring LEDS/EPR "hits" and reporting possible violations to the court.</p>																										
<b>TARGET POPULATION:</b> Chronic DUII offenders.																										
<b>HOW IT RELATES TO OUTCOMES:</b> This program responds to a County priority to reduce the incidence of drunk driving and its societal costs.																										
<b>CHECK ALL THAT APPLY:</b> <table style="width: 100%; border: none;"> <tr> <td><input checked="" type="checkbox"/> PROBATIONERS</td> <td><input checked="" type="checkbox"/> HIGH</td> <td><input checked="" type="checkbox"/> MEDIUM</td> <td><input checked="" type="checkbox"/> LOW</td> <td><input checked="" type="checkbox"/> LIMITED</td> </tr> <tr> <td><input type="checkbox"/> PAROLEES/PPS OFFENDERS:</td> <td><input type="checkbox"/> HIGH</td> <td><input type="checkbox"/> MEDIUM</td> <td><input type="checkbox"/> LOW</td> <td><input type="checkbox"/> LIMITED</td> </tr> <tr> <td colspan="5"><input checked="" type="checkbox"/> OTHER OFFENDER TYPE: DUII Diversion Offenders</td> </tr> <tr> <td><input type="checkbox"/> MEN</td> <td><input type="checkbox"/> WOMEN</td> <td colspan="3"><input checked="" type="checkbox"/> BOTH</td> </tr> <tr> <td><input type="checkbox"/> RESIDENTIAL</td> <td><input checked="" type="checkbox"/> NON-RESIDENTIAL</td> <td colspan="3"><input type="checkbox"/> BOTH</td> </tr> </table>		<input checked="" type="checkbox"/> PROBATIONERS	<input checked="" type="checkbox"/> HIGH	<input checked="" type="checkbox"/> MEDIUM	<input checked="" type="checkbox"/> LOW	<input checked="" type="checkbox"/> LIMITED	<input type="checkbox"/> PAROLEES/PPS OFFENDERS:	<input type="checkbox"/> HIGH	<input type="checkbox"/> MEDIUM	<input type="checkbox"/> LOW	<input type="checkbox"/> LIMITED	<input checked="" type="checkbox"/> OTHER OFFENDER TYPE: DUII Diversion Offenders					<input type="checkbox"/> MEN	<input type="checkbox"/> WOMEN	<input checked="" type="checkbox"/> BOTH			<input type="checkbox"/> RESIDENTIAL	<input checked="" type="checkbox"/> NON-RESIDENTIAL	<input type="checkbox"/> BOTH		
<input checked="" type="checkbox"/> PROBATIONERS	<input checked="" type="checkbox"/> HIGH	<input checked="" type="checkbox"/> MEDIUM	<input checked="" type="checkbox"/> LOW	<input checked="" type="checkbox"/> LIMITED																						
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<input type="checkbox"/> RESIDENTIAL	<input checked="" type="checkbox"/> NON-RESIDENTIAL	<input type="checkbox"/> BOTH																								
<b>TOTAL NUMBER OF OFFENDERS TO BE SERVED DURING THE BIENNIUM:</b> 550 new cases (included in Offender Supervision total)	<b>NUMBER OF OFFENDERS WHO CAN BE ACTIVELY INVOLVED AT ANY ONE TIME:</b> N/A																									



## PROGRAM DESCRIPTION

<b>COUNTY:</b> <b>Multnomah</b>	
<b>PROGRAM NAME:</b> Domestic Violence Unit	
<b>CONTACT PERSON:</b> Carl Jaber	<b>PHONE:</b> (503) 248-3178 <b>FAX:</b> (503) 248-3357 <b>E-MAIL:</b> carl.j.jaber@co.multnomah.or.us
<b>PROGRAM ADDRESS:</b> 407 NE 12 <sup>th</sup> Avenue Portland, OR 97232	
<b>PROGRAM PURPOSE:</b> To reduce the incidence of domestic violence.	
<b>PROGRAM DESCRIPTION:</b> This is a collaborative effort with the District Attorney's Office, police, the courts, and private agencies to provide supervision and treatment for offenders and protection for victims of domestic violence. The Unit focuses on achieving behavioral change through mandated participation in anger management, alcohol and drug treatment, or other interventions as appropriate. The Unit supervises both diversion and formal supervision cases.	
<b>TARGET POPULATION:</b> Domestic violence offenders	
<b>HOW IT RELATES TO OUTCOMES:</b> This program employs a number of interventions that target risk factors related to domestic violence recidivism.	
<b>CHECK ALL THAT APPLY:</b> <div style="display: flex; flex-wrap: wrap;"> <div style="width: 50%;"> <input checked="" type="checkbox"/> PROBATIONERS  <input type="checkbox"/> PAROLEES/PPS OFFENDERS:  <input checked="" type="checkbox"/> OTHER OFFENDER TYPE: Deferred sentencing cases  <input type="checkbox"/> MEN      <input type="checkbox"/> WOMEN  <input type="checkbox"/> RESIDENTIAL      <input checked="" type="checkbox"/> NON-RESIDENTIAL         </div> <div style="width: 50%;"> <input checked="" type="checkbox"/> HIGH      <input checked="" type="checkbox"/> MEDIUM      <input checked="" type="checkbox"/> LOW      <input checked="" type="checkbox"/> LIMITED  <input type="checkbox"/> HIGH      <input type="checkbox"/> MEDIUM      <input type="checkbox"/> LOW      <input type="checkbox"/> LIMITED  <input checked="" type="checkbox"/> BOTH  <input type="checkbox"/> BOTH         </div> </div>	
<b>TOTAL NUMBER OF OFFENDERS TO BE SERVED DURING THE BIENNIUM:</b> 1,000 new cases (included in Offender Supervision total)	<b>NUMBER OF OFFENDERS WHO CAN BE ACTIVELY INVOLVED AT ANY ONE TIME:</b> N/A

## PROGRAM DESCRIPTION

<b>COUNTY:</b> Multnomah	
<b>PROGRAM NAME:</b> Substance Abuse Services	
<b>CONTACT PERSON:</b> Ginger Martin	<b>PHONE:</b> (503) 736-6904 <b>FAX:</b> (503) 248-3990 <b>E-MAIL:</b> ginger.martin@co.multnomah.or.us
<b>PROGRAM ADDRESS:</b> 421 SW 5 <sup>th</sup> Avenue, Suite 600 Portland, OR 97204	
<b>PROGRAM PURPOSE:</b> To provide several modalities of substance abuse treatment for offenders.	
<b>PROGRAM DESCRIPTION:</b> Substance Abuse Services provides outpatient treatment, residential treatment, gender specific treatment for women, specialized treatment for mentally ill and addicted offenders (dual diagnosis), and drug testing through contracts with non-profit agencies in the community.	
<b>TARGET POPULATION:</b> Offenders with substance abuse problems.	
<b>HOW IT RELATES TO OUTCOMES:</b> Research indicates that drug users reduce or eliminate their criminal behavior after treatment.	
<b>CHECK ALL THAT APPLY:</b> <div style="display: flex; flex-wrap: wrap;"> <div style="width: 20%;"> <input checked="" type="checkbox"/> PROBATIONERS  <input checked="" type="checkbox"/> PAROLEES/PPS OFFENDERS:  <input checked="" type="checkbox"/> OTHER OFFENDER TYPE: Local Control offenders  <input type="checkbox"/> MEN  <input type="checkbox"/> RESIDENTIAL         </div> <div style="width: 20%;"> <input checked="" type="checkbox"/> HIGH  <input checked="" type="checkbox"/> HIGH  <input type="checkbox"/> WOMEN  <input type="checkbox"/> NON-RESIDENTIAL         </div> <div style="width: 20%;"> <input checked="" type="checkbox"/> MEDIUM  <input checked="" type="checkbox"/> MEDIUM  <input checked="" type="checkbox"/> BOTH  <input checked="" type="checkbox"/> BOTH         </div> <div style="width: 20%;"> <input checked="" type="checkbox"/> LOW  <input checked="" type="checkbox"/> LOW  <input type="checkbox"/> BOTH         </div> <div style="width: 20%;"> <input checked="" type="checkbox"/> LIMITED  <input checked="" type="checkbox"/> LIMITED         </div> </div>	
<b>TOTAL NUMBER OF OFFENDERS TO BE SERVED DURING THE BIENNIUM:</b> 800	<b>NUMBER OF OFFENDERS WHO CAN BE ACTIVELY INVOLVED AT ANY ONE TIME:</b> 260

## PROGRAM DESCRIPTION

<b>COUNTY:</b> Multnomah	
<b>PROGRAM NAME:</b> A & D Facility	
<b>CONTACT PERSON:</b> Ginger Martin	<b>PHONE:</b> (503) 736-6904 <b>FAX:</b> (503) 248-3990 <b>E-MAIL:</b> ginger.martin@co.multnomah.or.us
<b>PROGRAM ADDRESS:</b> 421 SW 5 <sup>th</sup> Avenue, Suite 600 Portland, OR 97204	
<b>PROGRAM PURPOSE:</b> To provide mandated treatment in a locked treatment facility for offenders who have failed community-based, less secure programs or who face jail terms due to noncompliance with the conditions of their supervision.	
<b>PROGRAM DESCRIPTION:</b> The program will provide intensive residential treatment for 70 male offenders. Offenders will complete 3-6 months of residential treatment, then transition to community-based treatment for the remainder of the year. The program fills a service gap between community treatment and jail. Program design is based on current research on effective programming.	
<b>TARGET POPULATION:</b> Offenders with substance abuse problems who require a highly structured program to succeed in treatment.	
<b>HOW IT RELATES TO OUTCOMES:</b> The program is intended to reduce the risk of future criminal behavior in offender participants by successfully treating the underlying problem of addiction.	
<b>CHECK ALL THAT APPLY:</b> <div style="display: flex; flex-wrap: wrap;"> <div style="width: 25%;"> <input checked="" type="checkbox"/> PROBATIONERS  <input checked="" type="checkbox"/> PAROLEES/PPS OFFENDERS:  <input checked="" type="checkbox"/> OTHER OFFENDER TYPE: Local Control offenders  <input checked="" type="checkbox"/> MEN  <input checked="" type="checkbox"/> RESIDENTIAL         </div> <div style="width: 25%;"> <input type="checkbox"/> HIGH  <input checked="" type="checkbox"/> HIGH  <input type="checkbox"/> WOMEN  <input type="checkbox"/> NON-RESIDENTIAL         </div> <div style="width: 25%;"> <input checked="" type="checkbox"/> MEDIUM  <input checked="" type="checkbox"/> MEDIUM  <input type="checkbox"/> BOTH  <input type="checkbox"/> BOTH         </div> <div style="width: 25%;"> <input checked="" type="checkbox"/> LOW  <input checked="" type="checkbox"/> LOW  <input type="checkbox"/> LIMITED  <input type="checkbox"/> LIMITED         </div> </div>	
<b>TOTAL NUMBER OF OFFENDERS TO BE SERVED DURING THE BIENNIUM:</b> 350	<b>NUMBER OF OFFENDERS WHO CAN BE ACTIVELY INVOLVED AT ANY ONE TIME:</b> 70

## PROGRAM DESCRIPTION

<b>COUNTY:</b> Multnomah	
<b>PROGRAM NAME:</b> Mental Health Services	
<b>CONTACT PERSON:</b> Ginger Martin	<b>PHONE:</b> (503) 736-6904 <b>FAX:</b> (503) 248-3990 <b>E-MAIL:</b> ginger.martin@co.multnomah.or.us
<b>PROGRAM ADDRESS:</b> 421 SW 5 <sup>th</sup> Avenue, Suite 600 Portland, OR 97204	
<b>PROGRAM PURPOSE:</b> To provide a variety of clinical and case management services for offenders with mental health and sex offense issues.	
<b>PROGRAM DESCRIPTION:</b> The Mental Health Services program provides case management services, crisis intervention services, psychological and sex offender evaluations, consultation, medication management, group therapy, and sex offender treatment through contracts with local agencies or individual specialists.	
<b>TARGET POPULATION:</b> Offenders with mental health problems referred for evaluation, treatment, or case management.	
<b>HOW IT RELATES TO OUTCOMES:</b> This program helps establish conditions of supervision and provide the treatment/stabilization services for the target population that are most likely to reduce recidivism.	
<b>CHECK ALL THAT APPLY:</b> <div style="display: flex; flex-wrap: wrap;"> <div style="width: 50%;"> <input checked="" type="checkbox"/> PROBATIONERS  <input checked="" type="checkbox"/> PAROLEES/PPS OFFENDERS:  <input checked="" type="checkbox"/> OTHER OFFENDER TYPE: Local Control offenders  <input type="checkbox"/> MEN  <input type="checkbox"/> RESIDENTIAL         </div> <div style="width: 50%;"> <input checked="" type="checkbox"/> HIGH  <input checked="" type="checkbox"/> HIGH  <input type="checkbox"/> WOMEN  <input checked="" type="checkbox"/> NON-RESIDENTIAL         </div> <div style="width: 50%;"> <input checked="" type="checkbox"/> MEDIUM  <input checked="" type="checkbox"/> MEDIUM  <input checked="" type="checkbox"/> BOTH  <input type="checkbox"/> BOTH         </div> <div style="width: 50%;"> <input checked="" type="checkbox"/> LOW  <input checked="" type="checkbox"/> LOW  <input type="checkbox"/> BOTH         </div> <div style="width: 50%;"> <input checked="" type="checkbox"/> LIMITED  <input checked="" type="checkbox"/> LIMITED         </div> </div>	
<b>TOTAL NUMBER OF OFFENDERS TO BE SERVED DURING THE BIENNIUM:</b> MH Treatment: 400 MH Evaluation: 85	<b>NUMBER OF OFFENDERS WHO CAN BE ACTIVELY INVOLVED AT ANY ONE TIME:</b> Varies

## PROGRAM DESCRIPTION

<b>COUNTY:</b> Multnomah	
<b>PROGRAM NAME:</b> Women's Services	
<b>CONTACT PERSON:</b> Kevin Criswell	<b>PHONE:</b> (503) 248-3301 <b>FAX:</b> (503) 248-3239 <b>E-MAIL:</b> sheila.k.criswell@co.multnomah.or.us
<b>PROGRAM ADDRESS:</b> 412 SW 12 <sup>th</sup> Avenue Portland, OR 97205	
<b>PROGRAM PURPOSE:</b> To provide gender specific services and sanctions.	
<b>PROGRAM DESCRIPTION:</b> Women's Services provides transitional housing, parenting classes, gender specific groups and short-term sanctions. Groups may include cognitive restructuring, relapse prevention regarding substance abuse and / or criminality, life-skills and stabilization. All pregnant women on supervision (regardless of supervision level) receive services from ADAPT Community Health Nurses. The ADAPT multi-disciplinary team from Women's Services provides comprehensive services to High and Medium risk offenders based on criminogenic needs. In addition, the Department also provides supervision in our district offices to specialized caseloads of women classified as high risk.	
<b>TARGET POPULATION:</b> Female offenders.	
<b>HOW IT RELATES TO OUTCOMES:</b> Gender specific and specialized services for female offenders address criminogenic needs in a manner and environment most likely to reduce recidivism. The ADAPT program addresses the County benchmark for drug-free babies.	
<b>CHECK ALL THAT APPLY:</b> <div style="display: flex; flex-wrap: wrap;"> <div style="width: 25%;"> <input checked="" type="checkbox"/> PROBATIONERS  <input checked="" type="checkbox"/> PAROLEES/PPS OFFENDERS:  <input checked="" type="checkbox"/> OTHER OFFENDER TYPE: Local Control offenders  <input type="checkbox"/> MEN  <input type="checkbox"/> RESIDENTIAL         </div> <div style="width: 25%;"> <input checked="" type="checkbox"/> HIGH  <input checked="" type="checkbox"/> HIGH  <input type="checkbox"/> WOMEN  <input type="checkbox"/> NON-RESIDENTIAL         </div> <div style="width: 25%;"> <input checked="" type="checkbox"/> MEDIUM  <input checked="" type="checkbox"/> MEDIUM  <input type="checkbox"/> BOTH  <input checked="" type="checkbox"/> BOTH         </div> <div style="width: 25%;"> <input checked="" type="checkbox"/> LOW  <input checked="" type="checkbox"/> LOW  <input type="checkbox"/> LIMITED  <input type="checkbox"/> LIMITED         </div> </div>	
<b>TOTAL NUMBER OF OFFENDERS TO BE SERVED DURING THE BIENNIUM:</b> About 650 to 700 high and medium risk female offenders under supervision at any given time.	<b>NUMBER OF OFFENDERS WHO CAN BE ACTIVELY INVOLVED AT ANY ONE TIME:</b> N/A

## PROGRAM DESCRIPTION

<b>COUNTY:</b> Multnomah	
<b>PROGRAM NAME:</b> Day Reporting Center	
<b>CONTACT PERSON:</b> Kevin Criswell	<b>PHONE:</b> (503) 248-3301 <b>FAX:</b> (503) 248-3239 <b>E-MAIL:</b> sheila.k.criswell@co.multnomah.or.us
<b>PROGRAM ADDRESS:</b> 400 SW 12 <sup>th</sup> Avenue Portland, OR 97205	
<b>PROGRAM PURPOSE:</b> To provide a highly structured intermediate sanction.	
<b>PROGRAM DESCRIPTION:</b> The Day Reporting Center (DRC) is a highly structured, non-residential, intermediate sanction program that provides sanctions to clients who have violated the conditions of their parole or probation supervision. The center imposes strict accountability requirements through scheduling, curfew and monitoring of daily activities. The DRC addresses the reintegration of offenders into the community by providing offenders with service components designed to meet their individual needs. These components include on-site services, such as assessment, intensive case management, cognitive restructuring, mental health services, employment readiness, job placement, life skills, alcohol and drug services, and access to education through the Donald H. Londer Center for Learning.	
<b>TARGET POPULATION:</b> Offenders who have violated the conditions of their supervision.	
<b>HOW IT RELATES TO OUTCOMES:</b> The DRC sanction includes an individualized case plan with interventions that are responsive to those risk and need factors that are related to an offender's criminal behavior.	
<b>CHECK ALL THAT APPLY:</b> <div style="display: flex; flex-wrap: wrap;"> <div style="width: 50%;"> <input checked="" type="checkbox"/> PROBATIONERS  <input checked="" type="checkbox"/> PAROLEES/PPS OFFENDERS:  <input checked="" type="checkbox"/> OTHER OFFENDER TYPE: Local Control offenders  <input type="checkbox"/> MEN  <input type="checkbox"/> RESIDENTIAL         </div> <div style="width: 50%;"> <input checked="" type="checkbox"/> HIGH  <input checked="" type="checkbox"/> HIGH  <input type="checkbox"/> WOMEN  <input checked="" type="checkbox"/> NON-RESIDENTIAL         </div> <div style="width: 50%;"> <input checked="" type="checkbox"/> MEDIUM  <input checked="" type="checkbox"/> MEDIUM  <input checked="" type="checkbox"/> BOTH         </div> <div style="width: 50%;"> <input checked="" type="checkbox"/> LOW  <input checked="" type="checkbox"/> LOW  <input type="checkbox"/> BOTH         </div> <div style="width: 50%;"> <input checked="" type="checkbox"/> LIMITED  <input checked="" type="checkbox"/> LIMITED         </div> </div>	
<b>TOTAL NUMBER OF OFFENDERS TO BE SERVED DURING THE BIENNIUM:</b> 1,200	<b>NUMBER OF OFFENDERS WHO CAN BE ACTIVELY INVOLVED AT ANY ONE TIME:</b> 75

## PROGRAM DESCRIPTION

<b>COUNTY:</b> <b>Multnomah</b>	
<b>PROGRAM NAME:</b> Drug Diversion Program	
<b>CONTACT PERSON:</b> Ginger Martin	<b>PHONE:</b> (503) 736-6904 <b>FAX:</b> (503) 248-3990 <b>E-MAIL:</b> ginger.martin@co.multnomah.or.us
<b>PROGRAM ADDRESS:</b> 421 SW 5 <sup>th</sup> Avenue, Suite 600 Portland, OR 97204	
<b>PROGRAM PURPOSE:</b> To provide immediate access to judicially supervised intensive outpatient drug treatment.	
<b>PROGRAM DESCRIPTION:</b> This program involves the collaboration of the Court, the District Attorney, the Public Defender, a treatment provider, and the Department. Participants are offered deferred prosecution and dismissal of their PCS charge if they complete the program. Throughout the one year course of treatment, participants meet regularly with the judge at status hearings. Based on information provided by the treatment agency, the judge makes case management decisions, including movement through treatment phases, imposition of sanctions, termination, and graduation. This level of court involvement is a unique feature of the program and assists in client retention, which is ultimately one of the keys to positive outcomes.	
<b>TARGET POPULATION:</b> Offenders charged with PCS.	
<b>HOW IT RELATES TO OUTCOMES:</b> Research indicates that drug users reduce or end their criminal behavior after treatment.	
<b>CHECK ALL THAT APPLY:</b> <div style="display: flex; flex-wrap: wrap;"> <div style="width: 25%;"> <input type="checkbox"/> PROBATIONERS  <input type="checkbox"/> PAROLEES/PPS OFFENDERS:  <input checked="" type="checkbox"/> OTHER OFFENDER TYPE: Deferred prosecution cases.  <input type="checkbox"/> MEN  <input type="checkbox"/> RESIDENTIAL         </div> <div style="width: 25%;"> <input type="checkbox"/> HIGH  <input type="checkbox"/> HIGH  <input type="checkbox"/> WOMEN  <input checked="" type="checkbox"/> NON-RESIDENTIAL         </div> <div style="width: 25%;"> <input type="checkbox"/> MEDIUM  <input type="checkbox"/> MEDIUM  <input checked="" type="checkbox"/> BOTH  <input type="checkbox"/> BOTH         </div> <div style="width: 25%;"> <input type="checkbox"/> LOW  <input type="checkbox"/> LOW  <input type="checkbox"/> LIMITED  <input type="checkbox"/> LIMITED         </div> </div>	
<b>TOTAL NUMBER OF OFFENDERS TO BE SERVED DURING THE BIENNIUM:</b> 1,000 new cases	<b>NUMBER OF OFFENDERS WHO CAN BE ACTIVELY INVOLVED AT ANY ONE TIME:</b> 1,000

## PROGRAM DESCRIPTION

<b>COUNTY:</b> Multnomah	
<b>PROGRAM NAME:</b> Londer Learning Center	
<b>CONTACT PERSON:</b> Kevin Criswell	<b>PHONE:</b> (503) 248-3301 <b>FAX:</b> (503) 248-3239 <b>E-MAIL:</b> sheila.k.criswell@co.multnomah.or.us
<b>PROGRAM ADDRESS:</b> 400 SW 12 <sup>th</sup> Avenue Portland, OR 97205	
<b>PROGRAM PURPOSE:</b> To improve the basic skills of offenders so that they will be better equipped to obtain employment.	
<b>PROGRAM DESCRIPTION:</b> The Learning Center provides instruction in basic skills and life skills and offers pre-employment training and GED testing. Instruction is delivered via computers and in small and large groups. The program is able to identify and respond to learning disabilities.	
<b>TARGET POPULATION:</b> Offenders who read and write below 9 <sup>th</sup> grade level.	
<b>HOW IT RELATES TO OUTCOMES:</b> This program is responsive to State and County benchmarks for literacy. Research indicates that recidivism can be reduced by programs targeting education and employment deficits.	
<b>CHECK ALL THAT APPLY:</b> <div style="display: flex; flex-wrap: wrap;"> <div style="width: 50%;"> <input checked="" type="checkbox"/> PROBATIONERS  <input checked="" type="checkbox"/> PAROLEES/PPS OFFENDERS:  <input checked="" type="checkbox"/> OTHER OFFENDER TYPE: Local Control offenders  <input type="checkbox"/> MEN  <input type="checkbox"/> RESIDENTIAL         </div> <div style="width: 50%;"> <input checked="" type="checkbox"/> HIGH  <input checked="" type="checkbox"/> HIGH  <input type="checkbox"/> WOMEN  <input checked="" type="checkbox"/> NON-RESIDENTIAL  <input type="checkbox"/> BOTH         </div> <div style="width: 50%;"> <input checked="" type="checkbox"/> MEDIUM  <input checked="" type="checkbox"/> MEDIUM  <input type="checkbox"/> BOTH         </div> <div style="width: 50%;"> <input checked="" type="checkbox"/> LOW  <input checked="" type="checkbox"/> LOW  <input type="checkbox"/> BOTH         </div> <div style="width: 50%;"> <input checked="" type="checkbox"/> LIMITED  <input checked="" type="checkbox"/> LIMITED         </div> </div>	
<b>TOTAL NUMBER OF OFFENDERS TO BE SERVED DURING THE BIENNIUM:</b> 900	<b>NUMBER OF OFFENDERS WHO CAN BE ACTIVELY INVOLVED AT ANY ONE TIME:</b> Varies



## PROGRAM DESCRIPTION

<b>COUNTY:</b> Multnomah	
<b>PROGRAM NAME:</b> Alternative Community Service (ACS)	
<b>CONTACT PERSON:</b> Kevin Criswell	<b>PHONE:</b> (503) 248-3301 <b>FAX:</b> (503) 248-3239 <b>E-MAIL:</b> sheila.k.criswell@co.multnomah.or.us
<b>PROGRAM ADDRESS:</b> 412 SW 12 <sup>th</sup> Avenue Portland, OR 97205	
<b>PROGRAM PURPOSE:</b> To provide a sanction that emphasizes an offender's accountability to the community.	
<b>PROGRAM DESCRIPTION:</b> ACS assesses, screens, and places offenders with over 100 non-profit and public agencies or on supervised work crews. The program maintains an intergovernmental agreement with the Portland Parks Bureau to assist with park maintenance. ACS supports the North/Northeast Community Court by managing community service sentences within the North and Northeast neighborhoods served by the Court.	
<b>TARGET POPULATION:</b> Offenders ordered to do community service by the courts or as an administratively imposed sanction.	
<b>HOW IT RELATES TO OUTCOMES:</b> Community service holds an offender accountable for criminal behavior in a way that emphasizes or builds the offender's ties to the community, making it less likely that the offender will re-victimize that community.	
<b>CHECK ALL THAT APPLY:</b> <div style="display: flex; flex-wrap: wrap;"> <div style="width: 20%;"><input checked="" type="checkbox"/> PROBATIONERS</div> <div style="width: 20%;"><input checked="" type="checkbox"/> HIGH</div> <div style="width: 20%;"><input checked="" type="checkbox"/> MEDIUM</div> <div style="width: 20%;"><input checked="" type="checkbox"/> LOW</div> <div style="width: 20%;"><input checked="" type="checkbox"/> LIMITED</div> <div style="width: 20%;"><input checked="" type="checkbox"/> PAROLEES/PPS OFFENDERS:</div> <div style="width: 20%;"><input checked="" type="checkbox"/> HIGH</div> <div style="width: 20%;"><input checked="" type="checkbox"/> MEDIUM</div> <div style="width: 20%;"><input checked="" type="checkbox"/> LOW</div> <div style="width: 20%;"><input checked="" type="checkbox"/> LIMITED</div> <div style="width: 100%;"><input checked="" type="checkbox"/> OTHER OFFENDER TYPE: Local Control and Community Court offenders</div> <div style="width: 20%;"><input type="checkbox"/> MEN</div> <div style="width: 20%;"><input type="checkbox"/> WOMEN</div> <div style="width: 20%;"><input checked="" type="checkbox"/> BOTH</div> <div style="width: 20%;"><input type="checkbox"/> RESIDENTIAL</div> <div style="width: 20%;"><input checked="" type="checkbox"/> NON-RESIDENTIAL</div> <div style="width: 20%;"><input type="checkbox"/> BOTH</div> </div>	
<b>TOTAL NUMBER OF OFFENDERS TO BE SERVED DURING THE BIENNIUM:</b> 7,000	<b>NUMBER OF OFFENDERS WHO CAN BE ACTIVELY INVOLVED AT ANY ONE TIME:</b> N/A

## PROGRAM DESCRIPTION

<b>COUNTY:</b> Multnomah	
<b>PROGRAM NAME:</b> Forest Project	
<b>CONTACT PERSON:</b> Kevin Criswell	<b>PHONE:</b> (503) 248-3301 <b>FAX:</b> (503) 248- 3239 <b>E-MAIL:</b> sheila.k.criswell@co.multnomah.or.us
<b>PROGRAM ADDRESS:</b> 421 SW 5 <sup>th</sup> Avenue, Suite 600 Portland, OR 97204	
<b>PROGRAM PURPOSE:</b> To provide an intermediate sanction that emphasizes accountability to the community.	
<b>PROGRAM DESCRIPTION:</b> Offenders spend four to ten weeks in a residential camp in the Columbia Gorge. Daily work in the field includes trail building, tree planting, campground maintenance, and fire management for the U.S. Forest Service and other agencies within the Columbia Gorge National Scenic Area. Community service is also performed in nearby communities. The program teaches basic life skills in combination with cognitive training, substance abuse education, and pre-employment training.	
<b>TARGET POPULATION:</b> Offenders appropriate for a residential sentence or sanction in lieu of jail.	
<b>HOW IT RELATES TO OUTCOMES:</b> By holding offenders accountable for their criminal behavior, by offering them opportunities to give something back to the community, and by focusing on specific criminogenic needs while they are in residence, the program will reduce the recidivism of participants.	
<b>CHECK ALL THAT APPLY:</b> <div style="display: flex; flex-wrap: wrap;"> <div style="width: 20%;"><input checked="" type="checkbox"/> PROBATIONERS</div> <div style="width: 20%;"><input checked="" type="checkbox"/> HIGH</div> <div style="width: 20%;"><input checked="" type="checkbox"/> MEDIUM</div> <div style="width: 20%;"><input checked="" type="checkbox"/> LOW</div> <div style="width: 20%;"><input checked="" type="checkbox"/> LIMITED</div> <div style="width: 20%;"><input checked="" type="checkbox"/> PAROLEES/PPS OFFENDERS:</div> <div style="width: 20%;"><input checked="" type="checkbox"/> HIGH</div> <div style="width: 20%;"><input checked="" type="checkbox"/> MEDIUM</div> <div style="width: 20%;"><input checked="" type="checkbox"/> LOW</div> <div style="width: 20%;"><input checked="" type="checkbox"/> LIMITED</div> <div style="width: 100%;"><input checked="" type="checkbox"/> OTHER OFFENDER TYPE: Local Control offenders</div> <div style="width: 33%;"><input checked="" type="checkbox"/> MEN</div> <div style="width: 33%;"><input type="checkbox"/> WOMEN</div> <div style="width: 33%;"><input type="checkbox"/> BOTH</div> <div style="width: 33%;"><input checked="" type="checkbox"/> RESIDENTIAL</div> <div style="width: 33%;"><input type="checkbox"/> NON-RESIDENTIAL</div> <div style="width: 33%;"><input type="checkbox"/> BOTH</div> </div>	
<b>TOTAL NUMBER OF OFFENDERS TO BE SERVED DURING THE BIENNIUM:</b> 430	<b>NUMBER OF OFFENDERS WHO CAN BE ACTIVELY INVOLVED AT ANY ONE TIME:</b> 28

## PROGRAM DESCRIPTION

<b>COUNTY:</b> <b>Multnomah</b>	
<b>PROGRAM NAME:</b> Alternative Sentence and Sanction Program	
<b>CONTACT PERSON:</b> Kevin Criswell	<b>PHONE:</b> (503) 248-3301 <b>FAX:</b> (503) 248-3239 <b>E-MAIL:</b> sheila.k.criswell@co.multnomah.or.us
<b>PROGRAM ADDRESS:</b> 412 SW 12 <sup>th</sup> Avenue Portland, OR 97205	
<b>PROGRAM PURPOSE:</b> To provide a short, high-impact alternative to long-term supervision for lower risk offenders and a non-custody sanction for probation/parole violators.	
<b>PROGRAM DESCRIPTION:</b> Based on offender risk and need factors, the sanction program may include substance abuse education and relapse prevention, literacy classes and GED preparation, pre-employment training and job search, cognitive restructuring, and parenting and child health education. The program offers evening and weekend classes. The program includes 90 days of formal supervision. Offenders who complete required program elements and make satisfactory progress toward their restitution obligations are transferred to reduced monitoring or inactive supervision.	
<b>TARGET POPULATION:</b> Low and limited risk offenders.	
<b>HOW IT RELATES TO OUTCOMES:</b> The program is based on research indicating that less intensive interventions are generally more effective for lower risk offenders.	
<b>CHECK ALL THAT APPLY:</b> <div style="display: flex; flex-wrap: wrap;"> <div style="width: 25%;"> <input checked="" type="checkbox"/> PROBATIONERS  <input checked="" type="checkbox"/> PAROLEES/PPS OFFENDERS:  <input checked="" type="checkbox"/> OTHER OFFENDER TYPE: Local Control offenders  <input type="checkbox"/> MEN  <input type="checkbox"/> RESIDENTIAL         </div> <div style="width: 25%;"> <input type="checkbox"/> HIGH  <input type="checkbox"/> HIGH  <input type="checkbox"/> WOMEN  <input checked="" type="checkbox"/> NON-RESIDENTIAL         </div> <div style="width: 25%;"> <input type="checkbox"/> MEDIUM  <input type="checkbox"/> MEDIUM  <input checked="" type="checkbox"/> BOTH  <input type="checkbox"/> BOTH         </div> <div style="width: 25%;"> <input checked="" type="checkbox"/> LOW  <input checked="" type="checkbox"/> LOW  <input checked="" type="checkbox"/> LIMITED  <input checked="" type="checkbox"/> LIMITED         </div> </div>	
<b>TOTAL NUMBER OF OFFENDERS TO BE SERVED DURING THE BIENNIUM:</b> 2,000	<b>NUMBER OF OFFENDERS WHO CAN BE ACTIVELY INVOLVED AT ANY ONE TIME:</b> Varies

## PROGRAM DESCRIPTION

<b>COUNTY:</b> Multnomah	
<b>PROGRAM NAME:</b> Housing	
<b>CONTACT PERSON:</b> Kevin Criswell	<b>PHONE:</b> (503) 248-3301 <b>FAX:</b> (503) 248-3239 <b>E-MAIL:</b> sheila.k.criswell@co.multnomah.or.us
<b>PROGRAM ADDRESS:</b> 412 SW 12 <sup>th</sup> Avenue Portland, OR 97205	
<b>PROGRAM PURPOSE:</b> To provide case management and supervised, drug-free housing for special populations of offenders under supervision.	
<b>PROGRAM DESCRIPTION:</b> Services are provided through contracts with non-profit organizations in the community. Populations served include subsidy-eligible offenders, participants in the African American Program, the Local Control population, and female offenders.	
<b>TARGET POPULATION:</b> Offenders in need of drug-free transitional housing.	
<b>HOW IT RELATES TO OUTCOMES:</b> Transitional housing helps reintegrate and stabilize offenders so that they are better able to comply with the conditions of their supervision.	
<b>CHECK ALL THAT APPLY:</b> <div style="display: flex; flex-wrap: wrap;"> <div style="width: 25%;"> <input checked="" type="checkbox"/> PROBATIONERS  <input checked="" type="checkbox"/> PAROLEES/PPS OFFENDERS:  <input checked="" type="checkbox"/> OTHER OFFENDER TYPE: Local Control offenders  <input type="checkbox"/> MEN  <input checked="" type="checkbox"/> RESIDENTIAL         </div> <div style="width: 25%;"> <input checked="" type="checkbox"/> HIGH  <input checked="" type="checkbox"/> HIGH  <input type="checkbox"/> WOMEN  <input type="checkbox"/> NON-RESIDENTIAL         </div> <div style="width: 25%;"> <input checked="" type="checkbox"/> MEDIUM  <input checked="" type="checkbox"/> MEDIUM  <input checked="" type="checkbox"/> BOTH  <input type="checkbox"/> BOTH         </div> <div style="width: 25%;"> <input checked="" type="checkbox"/> LOW  <input checked="" type="checkbox"/> LOW  <input type="checkbox"/> LIMITED  <input type="checkbox"/> LIMITED         </div> </div>	
<b>TOTAL NUMBER OF OFFENDERS TO BE SERVED DURING THE BIENNIUM:</b> 1,000	<b>NUMBER OF OFFENDERS WHO CAN BE ACTIVELY INVOLVED AT ANY ONE TIME:</b> Varies

## PROGRAM DESCRIPTION

COUNTY: <b>Multnomah</b>	
PROGRAM NAME: <b>Jail</b>	
CONTACT PERSON: <b>Dan Noelle</b>	PHONE: <b>(503) 251-2400</b> FAX: <b>(503) 253-2663</b> E-MAIL:
PROGRAM ADDRESS: <b>12240 NE Glisan St.</b> <b>Portland, OR 97230</b>	
PROGRAM PURPOSE: <b>To incarcerate offenders sentenced to 12 months or less.</b>	
PROGRAM DESCRIPTION: <b>Offenders sentenced to 12 months or less serve at least 30 days in the Multnomah County Jail. That policy is now under review. The County is considering a more flexible approach that would permit release to community programs prior to 30 days on an individual case basis.</b>	
TARGET POPULATION: <b>Felony offenders sentenced to 12 months or less.</b>	
HOW IT RELATES TO OUTCOMES: <b>Jail staff assist in moving targeted offenders to community programs responsive to their risk and need factors with the objective of reducing the likelihood of recidivism.</b>	
CHECK ALL THAT APPLY: <input type="checkbox"/> PROBATIONERS <input type="checkbox"/> HIGH <input type="checkbox"/> MEDIUM <input type="checkbox"/> LOW <input type="checkbox"/> LIMITED <input type="checkbox"/> PAROLEES/PPS OFFENDERS: <input type="checkbox"/> HIGH <input type="checkbox"/> MEDIUM <input type="checkbox"/> LOW <input type="checkbox"/> LIMITED <input checked="" type="checkbox"/> OTHER OFFENDER TYPE: <b>Offenders sentenced to 12 months or less</b> <input type="checkbox"/> MEN <input type="checkbox"/> WOMEN <input checked="" type="checkbox"/> BOTH <input checked="" type="checkbox"/> RESIDENTIAL <input type="checkbox"/> NON-RESIDENTIAL <input type="checkbox"/> BOTH	
TOTAL NUMBER OF OFFENDERS TO BE SERVED DURING THE BIENNIUM: <b>3,850</b>	NUMBER OF OFFENDERS WHO CAN BE ACTIVELY INVOLVED AT ANY ONE TIME: <b>400</b>

## PROGRAM DESCRIPTION

<b>COUNTY:</b> Multnomah																										
<b>PROGRAM NAME:</b> SB 1145 Monitoring Program																										
<b>CONTACT PERSON:</b> Byron Moore	<b>PHONE:</b> (503) 248-3257 <b>FAX:</b> (503) 248-3615 <b>E-MAIL:</b>																									
<b>PROGRAM ADDRESS:</b> 1120 SW 3 <sup>rd</sup> Avenue, #307 Portland, OR 97204																										
<b>PROGRAM PURPOSE:</b> The MCSO SB 1145 Monitoring Program is responsible for the identification of SB 1145 offenders and their movement from jail to community programming.																										
<b>PROGRAM DESCRIPTION:</b> Program staff meet regularly with the Adult Community Justice Local Control unit to staff cases for appropriate placement in the community based on thorough assessment and careful balancing of public safety and offender rehabilitation interests.																										
<b>TARGET POPULATION:</b> Offenders sentenced to 12 months or less.																										
<b>HOW IT RELATES TO OUTCOMES:</b> Staff assist in moving targeted offenders to community programs responsive to their risk and need factors with the objective of reducing the likelihood of recidivism.																										
<b>CHECK ALL THAT APPLY:</b> <table style="width: 100%;"> <tr> <td><input type="checkbox"/> PROBATIONERS</td> <td><input type="checkbox"/> HIGH</td> <td><input type="checkbox"/> MEDIUM</td> <td><input type="checkbox"/> LOW</td> <td><input type="checkbox"/> LIMITED</td> </tr> <tr> <td><input type="checkbox"/> PAROLEES/PPS OFFENDERS:</td> <td><input type="checkbox"/> HIGH</td> <td><input type="checkbox"/> MEDIUM</td> <td><input type="checkbox"/> LOW</td> <td><input type="checkbox"/> LIMITED</td> </tr> <tr> <td colspan="5"><input checked="" type="checkbox"/> OTHER OFFENDER TYPE:</td> </tr> <tr> <td><input type="checkbox"/> MEN</td> <td><input type="checkbox"/> WOMEN</td> <td colspan="3"><input checked="" type="checkbox"/> BOTH</td> </tr> <tr> <td><input type="checkbox"/> RESIDENTIAL</td> <td><input type="checkbox"/> NON-RESIDENTIAL</td> <td colspan="3"><input checked="" type="checkbox"/> BOTH</td> </tr> </table>		<input type="checkbox"/> PROBATIONERS	<input type="checkbox"/> HIGH	<input type="checkbox"/> MEDIUM	<input type="checkbox"/> LOW	<input type="checkbox"/> LIMITED	<input type="checkbox"/> PAROLEES/PPS OFFENDERS:	<input type="checkbox"/> HIGH	<input type="checkbox"/> MEDIUM	<input type="checkbox"/> LOW	<input type="checkbox"/> LIMITED	<input checked="" type="checkbox"/> OTHER OFFENDER TYPE:					<input type="checkbox"/> MEN	<input type="checkbox"/> WOMEN	<input checked="" type="checkbox"/> BOTH			<input type="checkbox"/> RESIDENTIAL	<input type="checkbox"/> NON-RESIDENTIAL	<input checked="" type="checkbox"/> BOTH		
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<input type="checkbox"/> RESIDENTIAL	<input type="checkbox"/> NON-RESIDENTIAL	<input checked="" type="checkbox"/> BOTH																								
<b>TOTAL NUMBER OF OFFENDERS TO BE SERVED DURING THE BIENNIUM:</b> 3,850	<b>NUMBER OF OFFENDERS WHO CAN BE ACTIVELY INVOLVED AT ANY ONE TIME:</b> 400																									

**MULTNOMAH COUNTY  
COMMUNITY CORRECTIONS  
BUDGET SUMMARY**

<b>PROGRAM</b>	<b>GRANT-IN-AID</b>	<b>LOCAL CONTROL</b>	<b>RELEASE SUBSIDY</b>	<b>PAROLE HEARINGS</b>	<b>STATE TOTAL</b>	<b>LOCAL/ OTHER</b>	<b>PROGRAM TOTAL</b>
Director's Office*					0	1,191,946	1,191,946
Adult Mgmt.	147,012				147,012	1,588,152	1,735,164
Central Intake	1,394,365				1,394,365	1,919,202	3,313,567
Pretrial Services	252,762	323,954			576,716	1,962,496	2,539,212
Presentence Inv.	1,532,824				1,532,824		1,532,824
Hearings	439,531			128,000	567,531		567,531
Sanctions Track.					0	581,944	581,944
Local Control		4,016,353			4,016,353		4,016,353
Supervision	14,283,161	1,064,721			15,347,882	3,648,728	18,996,610
Centralized Team Sup	3,381,094	222,248			3,603,342	184,286	3,787,628
DUII	641,357				641,357	174,492	815,849
Domestic Violence.	143,970				143,970	1,905,102	2,049,072
Substance Abuse	566,628	522,468			1,089,096	11,198,528	12,287,624
Secure A&D					0	5,663,252	5,663,252
Mental Health	803,388	93,956			897,344	120,000	1,017,344
Women's Services					0	1,811,008	1,811,008
Day Reporting	786,598	6,202,122			6,988,720		6,988,720
Drug Diversion	176				176	2,209,166	2,209,342
Learning Center	1,168,255	1,006,725			2,174,980		2,174,980
Alt. Community Svc	563,063	1,101,580			1,664,643	293,768	1,958,411
Forest Project					0	1,260,570	1,260,570
ASSP					0	1,000,420	1,000,420
Housing	2,386,308	798,808	150,033		3,335,149	221,214	3,556,363
Inf. Services*	1,208,673				1,208,673	9,001,186	10,209,859
Resource Mgmt.*	1,655,175				1,655,175	2,693,640	4,348,815
Jail		11,414,448			11,414,448	0	11,414,448
MCSO 1145 Monit.		693,270			693,270	0	693,270
<b>TOTALS</b>	<b>31,354,340</b>	<b>27,460,653</b>	<b>150,033</b>	<b>128,000</b>	<b>59,093,026</b>	<b>48,629,100</b>	<b>107,722,126</b>
* Also serves Juvenile Justice							

MEETING DATE: JUL 08 1999  
AGENDA NO: R-6  
ESTIMATED START TIME: 10:10

(Above Space for Board Clerk's Use ONLY)

## AGENDA PLACEMENT FORM

SUBJECT: Intergovernmental Agreement between the Department of Community Justice and the State of Oregon Department of Corrections

BOARD BRIEFING: DATE REQUESTED: \_\_\_\_\_  
REQUESTED BY: \_\_\_\_\_  
AMOUNT OF TIME NEEDED: \_\_\_\_\_

REGULAR MEETING: DATE REQUESTED: July 8, 1999  
AMOUNT OF TIME NEEDED: 5 minutes

DEPARTMENT: Department of Community Justice

DIVISION: Adult Community Justice

CONTACT: Tichenor McBride TELEPHONE #: 248-3653  
BLDG/ROOM #: 311 / DCJ

PERSON(S) MAKING PRESENTATION: Cary Harkaway (phone: 248-3990)

### ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

### SUGGESTED AGENDA TITLE:

Revenue Intergovernmental Agreement Number 900374 between the State of Oregon Department of Corrections in support of funding for the Department of Community Justice's Community Corrections Plan.

7/14/99 ORIGINALS to Tichenor McBride

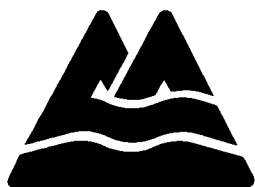
### SIGNATURES REQUIRED:

ELECTED OFFICIAL: \_\_\_\_\_  
(OR)  
DEPARTMENT MANAGER: Elyse Clawson (by K. Tichenor)

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277





# MULTNOMAH COUNTY OREGON

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

BOARD OF COUNTY COMMISSIONERS  
BEVERLY STEIN • CHAIR OF THE BOARD  
DIANE LINN • DISTRICT 1 COMMISSIONER  
SERENA CRUZ • DISTRICT 2 COMMISSIONER  
LISA NAITO • DISTRICT 3 COMMISSIONER  
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

## MEMORANDUM

TO: Board of County Commissioners  
FROM: Elyse Clawson, Director *EC/KT*  
Department of Community Justice  
DATE: June 24, 1999  
SUBJECT: Approval of a revenue Intergovernmental Agreement between the Department of Community Justice (DCJ) and the State of Oregon Department of Corrections in support of funding for DCJ's Community Corrections Plan.

### I. RECOMMENDATION/ACTION REQUESTED:

The Department of Community Justice (DCJ) recommends the Board's approval of this revenue Intergovernmental Agreement (IGA) between the Department of Community Justice and the State of Oregon Department of Corrections (ODOC) that facilitates the transfer of funds to support DCJ's Community Corrections Plan.

### II. BACKGROUND/ANALYSIS:

This IGA was generated by ODOC to enable ODOC to transfer funds to Multnomah County in support of DCJ's Community Corrections Plan, which is also being presented to the Board of County Commissioners for approval on July 8, 1999. The Plan is referenced as an attachment to this IGA.

### III. FINANCIAL IMPACT:

The Department of Community Justice is receiving \$107,722,129.00 for the two-year period of July 1, 1999 through June 30, 2001. This amount is based on current State and County budget documents. It is understood that there may be changes in allocations before the State and County budgets are final and there is provision for amending the amount.

### IV. LEGAL ISSUES:

None known.

V. CONTROVERSIAL ISSUES:

None known.

VI. LINK TO CURRENT COUNTY POLICIES:

This IGA includes performance objectives for recidivism that are consistent with County objectives. The accompanying Community Corrections Plan reflects the prioritization of services for medium and high-risk offenders and interventions targeting criminogenic needs that occurred during DCJ's budget development process.

VII. CITIZEN PARTICIPATION:

The Department's Citizen Budget Advisory Committee has reviewed and approved the Department's budget related to this revenue IGA and the Public Safety Coordinating Council has reviewed and approved the accompanying Community Corrections Plan.

VIII. OTHER GOVERNMENTAL PARTICIPATION:

The Department of Community Justice will work closely with the Oregon Department of Corrections and the Public Safety Coordinating Council to ensure the best possible success of the services funded with this IGA. The Public Safety Coordinating Council includes the Sheriff, the District Attorney, and other leaders within the justice system.

# MULTNOMAH COUNTY CONTRACT APPROVAL FORM

Pre-approved Contract Boilerplate (with County Counsel signature) ☐ Attached ☒ Not Attached Contract #: 900374  
Amendment #: 6

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Revenue not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Intergovernmental Agreement (IGA) not to exceed \$50,000 <input type="checkbox"/> Expenditure <input type="checkbox"/> Revenue <input type="checkbox"/> Architectural & Engineering not to exceed \$10,000 (for tracking purposes only)	<input type="checkbox"/> Professional Services that exceed \$50,000 or awarded by RFP or Exemption (regardless of amount) <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 that exceeds \$50,000 or awarded by RFP or Exemption (regardless of amount)	<input checked="" type="checkbox"/> Intergovernmental Agreement (IGA) that exceeds \$50,000 <input type="checkbox"/> Expenditure <input checked="" type="checkbox"/> Revenue <div style="text-align: center; font-weight: bold;">APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</div> <div style="display: flex; justify-content: space-between;"> <span>AGENDA # R-6</span> <span>DATE 7/8/99</span> </div> <div style="text-align: center;">DEB BOGSTAD BOARD CLERK</div>

Department: Community Justice Division: Adult Community Justice Date: June 15, 1999  
 Originator: Cary Harkaway Phone: 248-3039 Bldg/Rm: 161 / 6th  
 Contact: Tichenor McBride Phone: 248-3653 Bldg/Rm: 311 / RMS  
 Description of Contract: This revenue Interdepartmental Agreement (IGA) extends the term from July 1, 1999 through June 30, 2001 and continues to facilitate the transfer of funds from the State Department of Corrections in support of the Department of Community Justice's Community Corrections Plan.  
 RENEWAL: ☒ PREVIOUS CONTRACT #(S): N/A RFP/BID DATE: N/A  
 RFP/BID: N/A EXEMPTION #/DATE: N/A EXEMPTION EXPIRATION DATE: N/A ORS/AR #: N/A  
 CONTRACTOR IS: ☐ MBE ☐ WBE ☐ ESB ☐ QRF ☐ N/A ☒ NONE (Check all boxes that apply)

Contractor <u>State of Oregon Department of Corrections</u>	
Address <u>2575 Center Street, NE</u> <u>Salem, Oregon 97310</u>	Remittance address (If different) _____
Phone _____	Payment Schedule / Terms
Employer ID# or SS# _____	<input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt
Effective Date <u>July 1, 1999</u>	<input type="checkbox"/> Monthly \$ _____ <input type="checkbox"/> Net 30
Termination Date <u>June 30, 2001</u>	<input checked="" type="checkbox"/> Other \$ <u>As invoiced</u> <input type="checkbox"/> Other
Original Contract Amount \$ <u>29,153,975</u>	<input type="checkbox"/> Requirements Not to Exceed \$ _____
Total Amt of Previous Amendments \$ <u>92,284,549</u>	Encumber <input type="checkbox"/> Yes <input type="checkbox"/> No
Amount of Amendment \$ <u>107,772,129</u>	
Total Amount of Agreement \$ <u>229,210,653</u>	

## REQUIRED SIGNATURES:

Department Manager <u>Elyse Clawson (by K. Treb)</u>	DATE <u>6/24/99</u>
Purchasing Manager _____	DATE _____
County Counsel <u>[Signature]</u>	DATE <u>6/25/99</u>
County Chair <u>[Signature]</u>	DATE <u>July 8, 1999</u>
Sheriff _____	DATE _____
Contract Administration _____	DATE _____
(Class I, Class II Contracts only)	

LGFS VENDOR CODE						DEPT REFERENCE					
LINE #	FUND	AGENCY	ORG	SUB ORG	ACTIVITY	OBJ/ REV	SUB OBJ	REP CAT	LGFS DESCRIPTION	AMOUNT	INC DEC
01											
02											
03											

Exhibit A, Rev. 3/25/98 DIST: Originator, Accts Payable, Contract Admin - Original If additional space is needed, attach separate page. Write contract # on top of page.

INTERGOVERNMENTAL AGREEMENT #2029  
BETWEEN THE STATE OF OREGON AND MULTNOMAH COUNTY

This Agreement is between the State of Oregon acting by and through its Department of Corrections, hereafter called DEPARTMENT, and Multnomah County, hereafter called COUNTY.

Whereas, DEPARTMENT is an agency of the State of Oregon and COUNTY is a unit of local government of the State of Oregon and both parties desire to cooperate by agreement to provide correctional services in COUNTY within the requirements of ORS 423.475 to 423.565;

Whereas, the Legislative Assembly of Oregon enacted legislation establishing county corrections programs on a continuing basis (ORS 423.475 to 423.565);

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

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

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

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

Whereas, ORS 137.540 and 137.595 provide that courts may delegate the authority to parole/probation officers to impose sanctions for probationers through a system of Structured Sanctions; and

Whereas, ORS 423.555 requires DEPARTMENT, with cooperation from COUNTY, to establish and operate a Statewide Evaluation and Information System and to monitor effectiveness of corrections services provided to criminal offenders under ORS 423.500 to 423.560.

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

**I. DEFINITIONS**

A. Allotment Request: A form prescribed by DEPARTMENT to request funds

and report expenditures.

- B. Amendment: Any change reduced to writing that alters the terms and conditions of the Agreement, effective only after all parties have signed and all approvals have been obtained. Funding Reallocations and Plan Modifications are **NOT** Amendments.
- C. Budget Summary: The part of the County Corrections Plan that reflects the amount of County Corrections Grant funds granted by DEPARTMENT to COUNTY to implement the programs in the Plan. The Budget Summary is attached to this Agreement as Exhibit A.
- D. Community Corrections: Probation, Parole and Post-Prison Supervision.
- E. Community Corrections Manager: Individual designated by COUNTY pursuant to ORS 423.525 as responsible for administration of the community corrections programs as set forth by the Plan.
- F. County Corrections: All County agencies and officials who carry out the responsibilities in ORS 423.478(2)(a)-(f).
- G. County Corrections Plan (Plan): A document developed by Local Public Safety Coordinating Councils and adopted by COUNTY's governing bodies pursuant to ORS 423.525 and 423.535 and received by DEPARTMENT's director or designee.
- H. County Corrections Plan Modification: A written change or alteration to the County Corrections Plan promulgated by COUNTY or DEPARTMENT modifying the Plan subject to ORS 423.525, effective upon the date the written change or alteration has been submitted to the DEPARTMENT representative under this Agreement.
- I. County Corrections Grant: Grant(s) made by DEPARTMENT to assist COUNTY in the implementation and operation of county corrections programs including, but not limited to, preventive or diversionary correctional programs, probation, parole, post-prison supervision work release and local correctional facilities and programs for offenders.
- J. Funding Reallocation: Any number of transfers of County Corrections Grants between Plan programs that total less than ten (10) percent of the total amount of County Corrections Grants to COUNTY. Transfers in excess of the ten (10) percent threshold will require an Amendment.

- K. Sanctions or Structured Sanctions: A response to offender violations of conditions of supervision that uses custody units.
- L. Statewide Evaluation and Information System: The Corrections Information Systems (CIS) including the Offender Profile System (OPS), the Integrated Supervision Information System (ISIS), Case Management for Institutions (CMI), and related case management modules.
- M. Supervisory Authority: The local corrections official or officials designated in each COUNTY by that COUNTY's Board of County Commissioners or county court to operate corrections supervision services, custodial facilities or both.

## II. AUTHORITY AND DURATION

### A. Authority

This Agreement is entered into pursuant to the provisions of ORS 190.110 and 169.053.

### B. Duration

This Agreement will become effective on the later of **July 1, 1999** or on the date on which it is signed by every party to the Agreement and all approvals have been obtained, and will remain in effect until **June 30, 2001** or until terminated according to Section XI (*Termination*) and in no event longer than **two (2)** years from the date of execution.

### C. Administration of Agreement

Except as otherwise specified in this Agreement, DEPARTMENT designates the Assistant Director for Community Corrections as its Representative in the administration of this Agreement, at the following address:

Scott Taylor, Assistant Director  
Community Corrections Division  
2575 Center Street NE  
Salem, OR 97301-4667

COUNTY likewise designates Cary Harkaway  
as its Representative, at the following address:

Adult Community Justice  
421 SW 5th Ave. Bldg 161/600

Portland, OR 97204-2238

Any communications between the parties or notices to be given shall be given in writing by personal delivery, facsimile (except as otherwise provided in this Agreement), or mailing the same, postage pre-paid, to the party at the address or number set forth above.

### **III. PLAN; PLAN MODIFICATIONS**

- A. Plan Modifications: COUNTY has developed and DEPARTMENT has received, a County Corrections Plan. COUNTY and DEPARTMENT agree that the Plan must remain a flexible instrument capable of responding to unforeseen needs and requirements. COUNTY or DEPARTMENT may modify the Plan according to ORS 423.525 and the administrative rules thereunder governing the support and development of County Corrections Programs. A copy of all Plan Modifications will be marked in sequence beginning with the designation "Plan Modification 1" and attached to the above-mentioned Plan. DEPARTMENT will notify COUNTY of any concerns about the modification or the need for an amendment within a 30 calendar day period.
- B. Notice of Modification: No Plan Modifications shall take effect until COUNTY gives written notice to DEPARTMENT, in a form approved by DEPARTMENT. DEPARTMENT shall provide to COUNTY an approved form for modifications as soon as practicable after execution of this Agreement.

### **IV. FUNDING REALLOCATIONS; BUDGET SUMMARY AMENDMENTS**

- A. DEPARTMENT hereby consents to any Funding Reallocations between programs in the Plan, so long as the total amount of monetary changes in any program does not exceed ten percent (10%) of the total amount granted by DEPARTMENT to COUNTY (the County Corrections Grant). The change shall take effect only after COUNTY submits to DEPARTMENT written notice of the Funding Reallocation, on a DEPARTMENT approved form, along with written findings for the Funding Reallocation in a form acceptable to DEPARTMENT. Any reallocation in excess of this limit shall require an Amendment to the Budget Summary as described below in Section V, before the reallocation may take effect.
- B. COUNTY understands and agrees that Funding Reallocations shall not modify any affected program's target goals and/or outcomes, and the parties will continue to perform under this Agreement as if no reallocation had taken place.

### **V. AMENDMENTS GENERALLY**

The terms of this Agreement shall not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except by written Amendment signed by the parties. The Amendment shall be effective as of the date on which every party has signed the Amendment and all requisite approvals are obtained.

## **VI. DUTIES AND RESPONSIBILITIES OF COUNTY**

- A. COUNTY shall assume administrative responsibility for correctional services within its jurisdiction previously provided by DEPARTMENT, as outlined in the Plan.
- B. COUNTY shall designate a Community Corrections Manager and employ other staff to implement the County Corrections Plan and perform such other duties as may be specified elsewhere in this Agreement subject to the approval of the COUNTY Governing Board.
- C. For the following program performance outcomes measures, COUNTY will meet or exceed the baseline established by the statewide average for 1995-1996. If COUNTY fails to meet the baseline (but is otherwise in full compliance with the Plan and this Agreement), COUNTY shall submit written findings to DEPARTMENT demonstrating progress and a plan toward meeting the established baseline.
  - 1. Reduce recidivism, as measured by felony convictions from initial admission to probation, tracking for three years from admission.
  - 2. Reduce recidivism, as measured by felony convictions from first release to parole/post-prison supervision, tracking for three years from release.
  - 3. Increase the percentage of positive case closures for offenders on parole/post-prison supervision.
  - 4. Increase the percentage of positive case closures for offenders on probation.
  - 5. Reduce the rate of high risk offenders that go on abscond status.
  - 6. Increase the percentage of restitution and compensatory fines collected, owed to victims. (As the data source is unknown at this time, once the data source is identified and data becomes available, the data will be collected and disseminated during this biennium to establish baseline rates.)
- D. Except as otherwise provided by rules or orders, COUNTY will adopt and implement a continuum of administrative sanctions used by DEPARTMENT.



and the Board of Parole and Post-Prison Supervision for violators of conditions of Probation, Parole and Post-Prison Supervision as authorized BY ORS 144.106, 144.334, 144.343 AND 137.540 and the rules thereunder. COUNTY will manage local control post-prison supervision start and stop dating practices in accordance with the rules and practices of the Board of Parole and Post-Prison supervision.

E. COUNTY will follow all Oregon Administrative Rules (OAR's) and statutes (ORS's) made applicable to COUNTY by statute, COUNTY's Plan, and the terms and conditions of this Agreement, including but not limited to the following:

1. File, Records and Detainers, OAR 291-070-0005 through OAR 291-070-0080.
2. Oregon Case Management System, OAR 291-078-0005 through OAR 291-078-0045.
3. Admission, Sentence Computation and Release, OAR 291-100-0005 through OAR 291-100-0150.
4. Structured, Intermediate Sanctions, OAR 291-058-0010 through OAR 291-058-0070.
5. Interstate Compact, OAR 291-180-0060 through OAR 291-180-0095.
6. Case Transfer, OAR 291-019-0005 through OAR 291-019-0160.
7. Computerized Information System Access and Security, OAR 291-005-0005 through 291-005-0085.
8. Sex Offender Community Notification, OAR 291-028-0010 through OAR 291-028-0040.
9. Sex Offender Registration, OAR 291-014-0010 through 291-014-0080.
10. Community Corrections Programs, OAR 291-031-0005 through OAR 291-031-0040.
11. Archiving, OAR Chapter 166.
12. Pre-sentence Investigation, OAR 291-038-0005 through 291-038-0060.
13. Release to Post-Prison Supervision, OAR 255 Division 60.
14. Re-release Order after Revocation, OAR 255-075-0072.

F. COUNTY will follow all applicable Federal and State civil rights laws including, but not limited to:

1. Federal Code, Title 5 USCA 7201 et seq. - Anti-discrimination in Employment.
2. Oregon Statutes, Enforcement of Civil Rights: ORS 659.010, 659.015, 659.020, and 659.030.

3. Americans with Disabilities Act.

- G. COUNTY will prepare and furnish such data, descriptive information and reports as may be requested by DEPARTMENT as needed to comply with ORS 423.520, which states in part, "The department shall require recipients of the grants to cooperate [ . . . ] in the collection and sharing of data necessary to evaluate the effect of community corrections programs on future criminal conduct." COUNTY will enter data into the Statewide Evaluation and Information System in a complete and timely manner. COUNTY agrees to, and does hereby grant DEPARTMENT the right to reproduce, use and disclose all or any part of such reports, data and technical information furnished under this Agreement.
- H. COUNTY will permit authorized representatives of DEPARTMENT to make such review of records of COUNTY as may be necessary to satisfy audit and/or program review purposes. A copy of any audit or monitoring report will be made available to COUNTY.
- I. COUNTY will follow DEPARTMENT prescribed allotment and expenditure reporting system and shall provide this information on each discrete program in the COUNTY Corrections Plan. This system will be used for controlling County Corrections Grant funds by DEPARTMENT and to provide suitable records for an audit. COUNTY will provide DEPARTMENT copies of its annual audit report required by ORS 297.425.
- J. If funding from DEPARTMENT is reduced or discontinued by legislative action, COUNTY will not be required to increase use of COUNTY revenue for continuing or maintaining corrections services as set out in this Agreement and an appropriate amendment of this Agreement will be negotiated.
- K. COUNTY will participate in Offender Profile System (OPS) and in Integrated Supervision Information System (ISIS). COUNTY will enter and keep current information on offenders under supervision in the Law Enforcement Data System (LEDS) Enter Probation Record (EPR) System.
- L. COUNTY will retain responsibility for cases transferred to and accepted by another state under the terms of the Interstate Compact (an agreement among states to provide supervision services for Parole Post Prison and Probation Offenders that relocate to other states per ORS 144.610 and OAR 291-180-060 through OAR 291-180-095).

## **VII. DEPARTMENT RESPONSIBILITIES**

- A. Participate according to this Agreement.
- B. Provide funding as provided in Section VIII of this Agreement.
- C. Furnish COUNTY, in a timely manner, those rules, administrative directives and procedures required for COUNTY to meet its obligations described herein.
- D. DEPARTMENT will furnish COUNTY, in a timely manner, those records, documents and forms required for COUNTY to meet its obligations.
- E. Subject to system capacity and data processing capabilities, DEPARTMENT will furnish data, descriptive information and reports, available to DEPARTMENT and requested by COUNTY, that will assist COUNTY in complying with DEPARTMENT requirements. This data includes, but is not limited to details regarding outcomes noted in Subsection VI(C). DEPARTMENT hereby grants to COUNTY the right to reproduce, use, and disclose all or part of such reports, data, and technical information furnished under this Agreement.
- F. DEPARTMENT agrees to provide COUNTY an opportunity to review, and comment within the bounds allowed by the administrative process on all administrative rules intended to incorporate and implement new legislative initiatives that have fiscal or programmatic impact on COUNTY.
- G. If by legislative action, funding from DEPARTMENT is reduced to COUNTY, DEPARTMENT agrees to provide reasonable notice and transition opportunity to COUNTY, of changes that may significantly alter approved appropriations and programs.
- H. If COUNTY ceases to participate in County Corrections programs as described in ORS Chapter 423, DEPARTMENT may recover title and possession to property previously transferred to COUNTY or purchased by COUNTY with County Corrections Grant funds.
- I. DEPARTMENT grants to COUNTY continual access to DEPARTMENT computer system at no charge to COUNTY. All costs (including but not limited to any equipment or software upgrades) to ensure this access however, is the responsibility of COUNTY. If DEPARTMENT's computer is used in any way other than for pass-through of COUNTY data to DEPARTMENT system, COUNTY will provide support for additional

activities. DEPARTMENT will provide timely notification and technical assistance when changes are made that impact applicable restriction on the software, if any. If COUNTY uses DEPARTMENT's data circuits or network connections to access a third party Jail Management system, the terms of the attached Exhibit B apply. If DEPARTMENT determines that COUNTY has not complied with the terms of Exhibit B, DEPARTMENT may immediately suspend COUNTY access to DEPARTMENT's computer system.

- J. DEPARTMENT's Community Corrections Division will administer the provisions of the Interstate Compact of parolees and offenders on probation and post-prison supervision as described in ORS 144.610.
- K. DEPARTMENT will provide technical assistance to COUNTY in implementing and evaluating COUNTY's Plan.
- L. DEPARTMENT will provide technical assistance to COUNTY on changes in Oregon Statutes and Oregon Administrative Rules.
- M. COUNTY shall not rely on DEPARTMENT's assistance to satisfy COUNTY's obligations under this Agreement.

#### **VIII. FUNDS**

- A. The Budget Summary at Exhibit A lists the County Corrections Grant funds authorized under this Agreement for the implementation of the Plan during the term of this Agreement.
- B. The first payment to COUNTY will occur as soon as possible after the DEPARTMENT's budget is legislatively approved and implemented and quarterly thereafter upon receipt of the Allotment Requests from COUNTY.
- C. Both parties agree that all reallocations of funds between or within programs shall require an Amendment to the Budget Summary, unless otherwise excepted by Section IV of this Agreement.
- D. Supervision fees collected by COUNTY will be used to offset costs of supervising the probation, parole, post-prison supervision or other supervised release pursuant to ORS 423.570 and its administrative rules, as amended from time to time.
- E. Under-Expenditure of Funds: County Corrections Grant funds determined by DEPARTMENT to be under-expended or unexpended or unencumbered for

authorized expenditures shall be returned to DEPARTMENT. Within 120 days following the end of the State's biennial budget period, COUNTY will remit County Corrections Grant funds unspent according to the State Accounting Manual within the biennial budget period to DEPARTMENT for reversion to the State General Fund.

- F. Unauthorized Expenditures: Any County Corrections Grant Funds expended for unauthorized purposes will be deducted by DEPARTMENT from payment or refunded to DEPARTMENT as may be required.
- G. For purposes of the delivery of field corrections services, DEPARTMENT recognizes COUNTY as an extension of DEPARTMENT for all County Corrections appropriations provided by the State of Oregon Legislature.

## **IX. NONCOMPLIANCE**

- A. The Assistant Director or designee of the Community Corrections Division shall annually review COUNTY's compliance with this Agreement under ORS 423.500 to 423.560. COUNTY must substantially comply with the provisions of the Plan received by DEPARTMENT and this Agreement.
- B. If, upon review, DEPARTMENT determines that there are reasonable grounds to believe that COUNTY is not in substantial compliance with the intergovernmental agreement or Plan, DEPARTMENT shall contact COUNTY regarding the alleged noncompliance and offer technical assistance to reach compliance. If COUNTY does not resolve the alleged noncompliance, DEPARTMENT shall, after giving COUNTY not less than 30 calendar days' notice, conduct a hearing to ascertain whether there is substantial compliance or satisfactory progress being made toward compliance. After technical assistance which may include peer review or other assistance, is provided and the hearing occurs, DEPARTMENT may suspend any portion of the funding made available to COUNTY under ORS 423.500 to 423.560 until the required compliance occurs.
- C. In the event that a dispute arises, COUNTY may appeal to the Director of the Department of Corrections.

## **X. INDEMNIFICATION**

- A. To the extent permitted by Article XI, Section 7 of the Oregon Constitution, DEPARTMENT shall indemnify and hold harmless COUNTY and its officers, employees and agents from claims arising from:

1. Injury to any person or damage to property caused by the negligence or other wrongful acts or omissions of DEPARTMENT or DEPARTMENT's officers, employees, or agents; or
  2. Failure of DEPARTMENT to perform or fulfill its responsibilities under this Agreement or any law, through no fault of COUNTY.
- B. To the extent permitted by Article XI, Section 10 of the Oregon Constitution, COUNTY shall indemnify and hold harmless DEPARTMENT and its officers, employees and agents from claims arising from:
1. Injury to any person or damage to property caused by the negligence or other wrongful acts or omissions of COUNTY or COUNTY's officers, employees, or agents; or
  2. Failure of COUNTY to perform or fulfill its responsibilities under this Agreement or any law, through no fault of DEPARTMENT.
- C. Each party's obligations under this section are subject to limitations imposed by ORS 30.060 to 30.300 and successor statutes. The provisions of this section are intended to allocate risk between COUNTY and DEPARTMENT. Nothing in this section is intended to confer any right to indemnity on any other person or entity or to waive any immunity under ORS 30.060 to 30.300 or successor statutes.
- D. The parties will not be required to indemnify the other for any such liability arising out of the wrongful acts of the other's officers, employees or agents.
- E. The obligation of the parties under this section will survive termination of this Agreement.

## **XI. TERMINATION**

- A. It is understood and agreed by the parties hereto that this Agreement will remain in force only during its term and will not continue in force after its term. There will be no automatic extension, but this Agreement may be extended only by written consent of the parties hereto.
- B. It is understood and agreed by the parties hereto that if any part, term or provision of this agreement, including any part, term or provision of any appended material, is held by a court to be illegal or in conflict with any law of the State of Oregon or applicable administrative rule, that element of the contract including relevant appended materials will be void and without effect and will be treated by the parties as having been terminated as of the date of

determination of the voidness.

- C. If COUNTY chooses to discontinue participation as enabled by ORS 423.483(2), COUNTY may terminate participation at the end of any month by delivery of a resolution of the Board of Commissioners to the Director designee of DEPARTMENT not less than 180 calendar days before the termination date.
- D. If COUNTY terminates participation, the following will apply:
  - 1. The responsibility for correctional services transferred to COUNTY and the remaining portion of financial aid will revert to DEPARTMENT.
  - 2. In no case does responsibility for supervision and provision of correctional services to misdemeanor offenders revert to DEPARTMENT.
- E. It is understood and agreed by the parties hereto that this Agreement will automatically terminate if the State of Oregon fails to provide any funding. If there is reduced state funding, COUNTY may elect to amend the Agreement pursuant to Section V or to terminate the Agreement pursuant to this Section XI.

## **XII. COMPLIANCE WITH APPLICABLE LAW**

The Parties shall comply with all federal, state and local laws, regulations, executive orders, and ordinances applicable to the work under this Agreement. Without limiting the generality of the foregoing, the parties expressly agree to comply with: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659.425; (iv) all regulations and administrative rules established pursuant to those laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. DEPARTMENT's performance under this Agreement is conditioned upon COUNTY's compliance with the provisions of ORS 279.312, 279.314, 279.316, 279.320 and 279.555, as amended from time to time, which are incorporated by reference herein.

## **XIII. ACCESS TO RECORDS**

For not less than three (3) years after Agreement expiration, DEPARTMENT, the Secretary of State's Office of the State of Oregon, the federal government, and their duly authorized representatives shall have access to the books, documents, papers and records of COUNTY which are directly pertinent to this specific Agreement for

the purpose of making audit, examination, excerpts, and transcripts. COUNTY shall retain all pertinent records until the later (i) the date that is not less than three years following the Agreement expiration date or (ii) the date on which all litigation regarding this Agreement is resolved. COUNTY agrees full access to DEPARTMENT will be provided in preparation for and during litigation. Copies of applicable records shall be made available upon request. DEPARTMENT shall reimburse COUNTY for the cost of copies DEPARTMENT requests.

#### **XIV. SURVIVAL**

All rights and obligations shall cease upon termination or expiration of this Agreement, except for the rights and obligations set forth in Sections IV, X, XI, XII, XIII, and XIV.

#### **XV. GOVERNING LAW; JURISDICTION; VENUE**

This Agreement will be governed by and construed according to the laws of the State of Oregon without resort to any jurisdiction's conflict of laws rules or doctrines. Any claim, action, suit or proceeding (collectively, "the claim") between DEPARTMENT (and/or any other Agency or department of the State of Oregon) and COUNTY that arises from or relates to this Agreement will be brought and conducted solely and exclusively within the Circuit Court of MARION County for the State of Oregon. Provided, however, if the claim must be brought in a federal forum, then it will be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

#### **XVI. WAIVER**

The failure of either party to enforce any provision of this Agreement will not constitute a waiver by that party of that or any other provision.

#### **XVII. EXECUTION AND COUNTERPARTS**

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



### XVIII. MERGER; INTEGRATION

This instrument contains the entire agreement between the parties and no statement made by any party hereto, or agent thereof, not contained or attached with reference thereto in this written agreement will be valid or binding. This Agreement will supersede all previous communications, representations, wither verbal or written, between the parties hereto. This Agreement may not be enlarged, modified or altered except in writing, signed by the parties, and attached.

STATE OF OREGON  
DEPT. OF CORRECTIONS

\_\_\_\_\_  
David S. Cook, Director

\_\_\_\_\_  
Date

Approved as to Legal Sufficiency by the  
Attorney General's Office:

\_\_\_\_\_  
Name Title

\_\_\_\_\_  
Date

Elyse Clawson (by K. T. Neb)  
\_\_\_\_\_  
Elyse Clawson, Director  
Department of Community Justice

6/24/99  
\_\_\_\_\_  
Date

MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS

Beverly Stein  
Chair Beverly Stein  
July 8, 1999

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # R-6 DATE 7/8/99  
DEB BOGSTAD  
BOARD CLERK

\_\_\_\_\_  
Date

Renewal:  
Jacqueline A. Weber  
\_\_\_\_\_  
County Counsel Jacqueline A. Weber

6/24/99  
\_\_\_\_\_  
Date

**EXHIBIT A**

**BUDGET SUMMARY**

**(to be added by DEPARTMENT after  
COUNTY submission of the County Corrections Plan)**

## **EXHIBIT B**

### **TO INTERGOVERNMENTAL AGREEMENT # 2029**

#### **NETWORK ACCESS BY COUNTY**

1. COUNTY Jail users will be permitted to use existing DEPARTMENT data circuits to access third party systems. Access is permitted for Jail Management system application users only. COUNTY Jail users will not be permitted to use DEPARTMENT circuits for video conferencing, Real Audio, Internet access, applications that require large amounts of bandwidth, or other Jail Management Software Online Service or System unless approved by DEPARTMENT. COUNTY Jail users will be permitted to use DEPARTMENT's data circuits for video image transmissions using a NIST standard (available from DEPARTMENT upon request).

- A. All network traffic covered by this agreement will employ TCP/IP network protocols.
- B. DEPARTMENT will continue its policy of only providing one router to each county. This means that if COUNTY's jail and Parole and Probation office are located in separate buildings, COUNTY will be responsible for providing a connection between the two buildings.

2. COUNTY understands and acknowledges that DEPARTMENT is subject to the public records provision of ORS 192.410 through 192.505 and other applicable laws and administrative rules which establish uniform guidelines and procedures for the release of information from DEPARTMENT's computer system.

Meeting Date: JUL 08 1999  
Agenda No: R-7  
Est. Start Time: 10:15

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

**SUBJECT:** Public Hearing to consider a Comprehensive Plan Amendment of Comprehensive Framework Plan Policies 13, 22, 37, 38 and 40 and the requirement of findings for quasi-judicial and legislative approvals. C 4-99

**BOARD BRIEFING**      Date Requested:  
                                 Amt. of Time Needed:  
                                 Requested By:

**REGULAR MEETING**      Date Requested:      July 8, 1999  
                                 Amt. of Time Needed:      15 Min.

**DEPARTMENT:**      DES      **DIVISION:** Land Use Planning  
**CONTACT:**      Phil Bourquin      **TELEPHONE:** 248-3043  
                                 **BLDG/ROOM:** 455 / 116

**PERSON(S) MAKING PRESENTATION:** Phil Bourquin

**ACTION REQUESTED**

☐ Informational Only      ☐ Policy Direction      ☒ Approval      ☐ Other

**SUGGESTED AGENDA TITLE**

Public Hearing to consider a Comprehensive Plan Amendment of Comprehensive Framework Plan Policies 13, 22, 37, 38 and 40 and the requirement of findings for quasi-judicial and legislative approvals.

**SIGNATURES REQUIRED**

**Elected Official:** \_\_\_\_\_

or

**Department Manager:** KB Keith E. Nicholas

99 JUN 30 11 09 38  
MULTI-COUNTY  
OREGON  
COUNTY COMMISSIONERS

**MULTNOMAH COUNTY BOARD OF COMMISSIONERS****STAFF REPORT**

**To:** Board of Commissioners

**From:** Phil Bourquin, Senior Planner *PB*

**Today's Date:** May 14, 1999

**Public Hearing**

**Date:** July 8, 1999

**Regarding:** Public hearing to consider a Comprehensive Plan Amendment of Comprehensive Framework Plan Policies 13, 22, 37, 38, and 40 and the requirement of findings for quasi-judicial and legislative approvals. (Planning File C 4-99)

**I. Recommendation/ Action Requested:**

Recommend adoption of an ordinance amending Comprehensive Plan Policies 13, 22, 37, 38, and 40 to allow flexibility in when these policies are required to be addressed.

**II. Background/ Analysis:**

Comprehensive Framework Plan Policies 13, 22, 37, 38, and 40 were developed at a time when the County had jurisdiction over a substantially larger urban area requiring review of large scale subdivisions, commercial, and industrial uses. Today, the County's jurisdictional land base is primarily rural lands. The little remaining urban lands currently under the County reviewing authority will soon be transferred to local cities through intergovernmental agreements. Further, State Statute currently does not allow the Comprehensive Plan Policies to be applied to limited land use decisions within the urban growth area.

Since the inception of these policies, the County has established new and revised land use regulations that directly implement the majority of these policies in situations where they become applicable (Exhibit A). As a result, the County has been spending considerable resources preparing findings responding to these policies (over 200 cases annually) for such uses and/or structures as decks, accessory pole buildings, garages, grading, and additions to single family residential development. In most instances the policies are covered by duplicative code standards or criteria, or simply not applicable. The costs associated with responding to the policies are then passed on to the applicant and/or public.

**III. Financial Impact:**

The financial impact to the County would not be directly effected, however, the County would save between 300 and 400 hrs in Staff resources annually. Both the time and costs for an applicant would be reduced as well as necessary vehicle miles traveled.

**IV. Legal Issues:**

None anticipated

**V. Controversial Issues:**

Impact as it relates to species listed under the Endangered Species Act. All of the comprehensive plan policies will continue to remain in effect and be utilized as applicable. The County will likely be amending its code further as necessary to comply with any mandated requirements. The intent of removing the mandatory findings for all quasi-judicial applications is two-fold: First, some development proposals are so minimal they have no impacts (eg. a second story dormer addition) or address the applicable Comprehensive Plan Policies the applicable zoning code provisions. Second, by amending the language as proposed, Staff will more thoroughly verify the applicability of all the Comp. Plan Policies rather than simply relying on addressing those which are specifically required to be addressed.

**VI. Link to Current County Policies:** N/A , as this is an Amendment to the Policies.

**VII. Citizen Participation:**

Notice of Planning Commission hearing on the proposed ordinance was published in the *Orgonian* newspaper. At the Planning Commission hearing(s) public testimony was accepted.

**VIII. Other Government Participation:**

A notice of proposed amendment was mailed to the Department of Land Conservation and Development on May 13, 1999, a minimum of 45 days prior to adoption.

**IX. Proposed Plan Amendments:**

Proposed amendments are shown within the following text with new wording **bold and underlined** and ~~strike through sections are deleted.~~

\* \* \*

## POLICY 13

Multnomah County, recognizing that the health, safety, welfare, and quality of life of its citizens may be adversely affected by air, water and noise pollution, supports efforts to improve air and water quality and to reduce noise levels. Therefore, ~~it is Multnomah County's policy to:~~

~~"... require, prior to approval of a legislative or quasi-judicial action, a statement from the appropriate agency that all standards can be met with respect to air quality, water quality, and noise levels. I~~ if a **land use proposal** ~~the proposal~~ is a noise-sensitive use and is located in a noise-impacted area, or if the proposed use is a noise generator, the following shall be incorporated into the site plan:

1. Building placement on the site in an area having minimal noise level disruptions.
2. Landscaping or other techniques to lessen noise generation to levels compatible with surrounding land uses.
3. Insulation or other construction techniques to lower interior noise levels in noise-impacted areas.

## POLICY 22

The County's policy is to promote the conservation of energy and to use energy resources in a more efficient manner. In addition, it is the policy of Multnomah County to reduce dependency on non-renewable energy resources and to support greater utilization of renewable energy resources **through:** ~~The County shall require a finding, prior to the approval of legislative or quasi-judicial action, that the following factors have been considered:~~

- A. The development of energy-efficient land uses and practices;
- B. Increased density and intensity of development in urban areas, especially in proximity to transit corridors and employment, commercial and recreational centers;
- C. An energy-efficient transportation system linked with increased mass transit, pedestrian and bicycle facilities;
- D. Street layouts, lotting patterns and designs that utilize natural environmental and climatic conditions to advantage;
- E. Finally, the County will allow greater flexibility in the development and use of renewable energy resources.

## POLICY 37: UTILITIES

~~The County's policy is to require a finding prior to approval of a legislative or quasi-judicial action that:~~

### Water and Disposal Systems:

- A. ~~The proposed use can be~~ **Shall be** connected to a public sewer and water system, both of which have adequate capacity; or
- B. ~~The proposed use can be~~ **Shall be** connected to a public water system, and the Oregon Department of Environmental Quality (DEQ) will approve a subsurface sewage disposal system on the site; or
- C. ~~There~~ **Shall have** is an adequate private water system, and the Oregon Department of Environmental Quality (DEQ) will approve a subsurface sewage disposal system; or
- D. ~~There~~ **Shall have** is an adequate private water system and a public sewer with adequate capacity.

### Drainage:

- E. ~~There is~~ **Shall have** adequate capacity in the storm water system to handle the run-off; or
- F. The water run-off ~~can~~ **shall** be handled on the site or adequate provisions ~~can~~ **shall** be made; and
- G. The run-off from the site ~~will~~ **shall** not adversely affect the water quality in adjacent streams, ponds, lakes, or alter the drainage on adjoining lands.

### Energy and Communications

- H. There **shall be** ~~is~~ an adequate energy supply to handle the needs of the proposal and the development level projected by the plan; and
- I. Communications facilities are available.

## POLICY 38: FACILITIES

~~The County's policy is to require a finding prior to approval of a legislative or quasi-judicial action that:~~ **It is the County's Policy to coordinate and encourage involvement of applicable agencies and jurisdiction in the land use process to ensure:**



## School

- A. The appropriate school district has had an opportunity to review and comment on the proposal.

## Fire Protection

- B. There is adequate water pressure and flow for fire fighting purposes; and
- C. The appropriate fire district has had an opportunity to review and comment on the proposal.

## Police Protection

- D. The proposal can receive adequate local police protection in accordance with the standards of the jurisdiction providing police protection.

## POLICY 40

The County's policy is to encourage a connected parks and recreation system and to provide for small private recreation areas by ~~requiring a finding prior to approval of legislative or quasi-judicial action that:~~

- A. **Requiring the dedication of** ~~P~~pedestrian and bicycle path connections to parks, recreation areas and community facilities ~~will be dedicated~~ where appropriate and where designated in the Bicycle Corridor Capital Improvements Program and map.
- B. **Requiring** ~~L~~landscaped areas with benches ~~will be provided~~ in commercial, industrial and multiple-family developments where appropriate.
- C. **Requiring** Areas for bicycle parking facilities ~~will be required~~ in development proposals where appropriate.

**DECISION OF THE  
MULTNOMAH COUNTY PLANNING COMMISSION**

In the matter of a Comprehensive Plan	)	
Amendment of Plan Policies 13, 22, 37	)	
38, and 40 and the requirement of	)	<b>RESOLUTION</b>
findings for quasi-judicial and	)	
legislative approvals. (Planning File C 4-99)	)	

**WHEREAS,** Amendments to the Comprehensive Framework Plan may be initiated by Resolution of a majority of the entire commission (MCC 11.05.140); and

**WHEREAS,** A public hearing is required to be held by a majority of the entire Planning Commission regarding the proposed amendments; and


**WHEREAS,** The current Comprehensive Plan Policies 13, 22, 37, 38 and 40 was developed at a time when the County had jurisdiction over a substantially large urban area requiring review of larger scale developments and higher densities. Today the, the County's jurisdiction is primarily rural lands. Since the inception of these policies, the County has established new and revised land use regulations that directly implement the majority of these policies in situations where they become applicable. As a result, the County has been spending considerable resources responding to these policies for such minor structures as decks, second story additions, garages, etc. In most instances the policies are covered by duplicative code standards or criteria, or simply not applicable. The costs associated with responding to the criteria are ultimately passed on to the applicant and/or public; and

**WHEREAS,** It is the intent of the Planning Commission to recommend to the Board amendments which simplify local procedures and policies resulting in the expediting of the land use decision making process; and

**WHEREAS,** The Planning Commission conducted a public hearing on April 5, 1999, to accept public testimony on the proposed amendments; and

**NOW, THEREFORE BE IT RESOLVED** that the Planning Commission hereby unanimously recommends that the Board of County Commissioners amend Comprehensive Framework Plan Policies 13, 22, 37, 38, and 40 as indicated in Section IX of the Staff Report dated April 5, 1999.

Approved this 3rd day of May, 1999

By   
Jon Ingle, Chair  
Multnomah County Planning Commission

1                   BEFORE THE BOARD OF COUNTY COMMISSIONERS  
2                   FOR MULTNOMAH COUNTY, OREGON  
3                   ORDINANCE NO. \_\_\_\_\_  
4

5           An Ordinance amending Comprehensive Framework Plan Policies 13, 22, 37, 38,  
6 and 40 and the requirements of findings for quasi-judicial and legislative approvals.

7 (Underlined sections are new replacements; [~~bracketed~~] sections are deleted.)

8           Multnomah County Ordains as follows:  
9

10 Section I. Findings.

11           (A)   The current Comprehensive Plan Policies 13, 22, 37, 38 and 40 was  
12 developed at a time when the County had jurisdiction over a substantially large urban area  
13 requiring review of larger scale developments and higher densities. Today the, the  
14 County's jurisdiction is primarily rural lands. Since the inception of these policies, the  
15 County has established new and revised land use regulations that directly implement the  
16 majority of these policies in situations where they become applicable. As a result, the  
17 County has been spending considerable resources responding to these policies for such  
18 minor structures as decks, second story additions, garages, etc. In most instances the  
19 policies are covered by duplicative code standards or criteria, or simply not applicable.  
20 The costs associated with responding to the criteria are ultimately passed on to the  
21 applicant and/or public; and

22           (B)   On April 5, 1999 the Planning Commission held a public hearing accepted  
23 public testimony from all interested parties. Based upon the hearing, the Planning  
24 Commission unanimously recommended approval through Resolution C4-99 of  
25 amendments to the Comprehensive Framework Plan Policies 13, 22, 37, and 40 .  
26

1 (C) Planning Commission Resolution C4-99 is intended to make modifications  
2 that reduce the amount of unnecessary and/or duplicative findings required to be made  
3 during both quasi-judicial and legislative decisions.  
4

5 Section II. Amendment of the Comprehensive Framework Plan Policies.

6 Multnomah County Comprehensive Framework Plan Policies 13, 22, 37, 38, and 40  
7 are amended to read as follows:

8 \* \* \*

9 Section III. Adoption

10 POLICY 13

11 Multnomah County, recognizing that the health, safety, welfare, and quality of life of its  
12 citizens may be adversely affected by air, water and noise pollution, supports efforts to  
13 improve air and water quality and to reduce noise levels. Therefore, ~~[it is Multnomah~~  
14 ~~County's policy to:]~~

15 ~~["...require, prior to approval of a legislative or quasi-judicial action, a statement from~~  
16 ~~the appropriate agency that all standards can be met with respect to air quality, water~~  
17 ~~quality, and noise levels. ]~~ if a land use proposal ~~[the proposal]~~ is a noise-sensitive use  
18 and is located in a noise-impacted area, or if the proposed use is a noise generator,  
19 the following shall be incorporated into the site plan:

20 1. Building placement on the site in an area having minimal noise level disruptions.

21 ~~[2. Landscaping or other techniques to lessen noise generation to levels compatible~~  
22 ~~with surrounding land uses.]~~

23 3. Insulation or other construction techniques to lower interior noise levels in noise-  
24 impacted areas.

25 POLICY 22

26 The County's policy is to promote the conservation of energy and to use energy  
resources in a more efficient manner. In addition, it is the policy of Multnomah County

1 to reduce dependency on non-renewable energy resources and to support greater  
2 utilization of renewable energy resources through: ~~[The County shall require a finding,~~  
3 ~~prior to the approval of legislative or quasi-judicial action, that the following factors~~  
4 ~~have been considered:]~~

- 5 A. The development of energy-efficient land uses and practices;
- 6 B. Increased density and intensity of development in urban areas, especially in  
7 proximity to transit corridors and employment, commercial and recreational centers;
- 8 C. An energy-efficient transportation system linked with increased mass transit,  
9 pedestrian and bicycle facilities;
- 10 D. Street layouts, lotting patterns and designs that utilize natural environmental and  
11 climatic conditions to advantage;
- 12 E. Finally, the County will allow greater flexibility in the development and use of  
13 renewable energy resources.

#### 14 POLICY 37: UTILITIES

15 ~~[The County's policy is to require a finding prior to approval of a legislative or quasi-judicial~~  
16 ~~action that:]~~

#### 17 Water and Disposal Systems:

- 18 A. ~~[The proposed use can be]~~ Shall be connected to a public sewer and water system,  
19 both of which have adequate capacity; or
- 20 B. ~~[The proposed use can be]~~ Shall be connected to a public water system, and the  
21 Oregon Department of Environmental Quality (DEQ) will approve a subsurface  
22 sewage disposal system on the site; or
- 23 C. ~~[There]~~ Shall have ~~[ie]~~ an adequate private water system, and the Oregon  
24 Department of Environmental Quality (DEQ) will approve a subsurface sewage  
25 disposal system; or
- 26 D. ~~[There]~~ Shall have ~~[ie]~~ an adequate private water system and a public sewer with  
adequate capacity.

1 Drainage:

2 E. ~~[There is]~~ Shall have adequate capacity in the storm water system to handle the  
3 run-off; or

4 F. The water run-off ~~[can]~~ shall be handled on the site or adequate provisions ~~[can]~~  
5 shall be made; and

6 G. The run-off from the site ~~[will]~~ shall not adversely affect the water quality in adjacent  
7 streams, ponds, lakes, or alter the drainage on adjoining lands.

8 Energy and Communications

9 H. There shall be ~~is~~ an adequate energy supply to handle the needs of the proposal  
10 and the development level projected by the plan; and

11 I. Communications facilities are available.

12 POLICY 38: FACILITIES

13 ~~[The County's policy is to require a finding prior to approval of a legislative or quasi-~~  
14 ~~judicial action that:]~~ It is the County's Policy to coordinate and encourage involvement  
15 of applicable agencies and jurisdiction in the land use process to ensure:

16 School

17 A. The appropriate school district has had an opportunity to review and comment on  
18 the proposal.

19 Fire Protection

20 B. There is adequate water pressure and flow for fire fighting purposes; and

21 C. The appropriate fire district has had an opportunity to review and comment on the  
22 proposal.

23 Police Protection

24 D. The proposal can receive adequate local police protection in accordance with the  
25 standards of the jurisdiction providing police protection.

26 POLICY 40

1 The County's policy is to encourage a connected parks and recreation system and to  
2 provide for small private recreation areas by ~~[requiring a finding prior to approval of~~  
3 ~~legislative or quasi-judicial action that:]~~

4 A. Requiring the dedication of Pedestrian and bicycle path connections to parks,  
5 recreation areas and community facilities ~~[will be dedicated]~~ where appropriate and  
6 where designated in the Bicycle Corridor Capital Improvements Program and map.

7 B. Requiring Landscaped areas with benches ~~[will be provided]~~ in commercial,  
8 industrial and multiple-family developments where appropriate.

9 C. Requiring Areas for bicycle parking facilities ~~[will be required]~~ in development  
10 proposals where appropriate.

11  
12 ADOPTED THIS \_\_\_\_\_ day of \_\_\_\_\_, 1999, being the date of its  
13 second reading before the Board of County Commissioners of Multnomah County.

14  
15 BOARD OF COUNTY COMMISSIONERS  
16 FOR MULTNOMAH COUNTY, OREGON  
17  
18

19 \_\_\_\_\_  
20 Beverly Stein, Chair  
21

22 REVIEWED:

23 THOMAS SPONSLER, COUNTY COUNSEL  
24 FOR MULTNOMAH COUNTY, OREGON  
25

26 By Sandra Duffy  
Sandra N. Duffy, Chief Assistant Counsel

MEETING DATE: JUL 08 1999  
AGENDA NO: R-8  
ESTIMATED START TIME: 10:30

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Results of Mediation/Compromise Efforts Between the Trust for Public Lands and Crown Point Country Historical Society and Board Decision Following June 8, 1999 De Novo Hearing on Appeal of Hearings Officer Decision Regarding Denial of Appellants (Crown Point Country Historical Society) Appeal of NSA 26-94, Allowing Applicant (Trust for Public Lands) to Remove Sixteen Structures at Bridal Veil, Excluding Church and Post Office

REGULAR MEETING: DATE REQUESTED: July 8, 1999  
AMOUNT OF TIME NEEDED: 30  
45 minutes

DEPARTMENT: Environmental Services DIVISION: Land Use

CONTACT: Robert Trachtenberg TELEPHONE #: 248-5213  
BLDG/ROOM #: 106/1500

PERSON(S) MAKING PRESENTATION: Sharron Kelley

ACTION REQUESTED:

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

SUGGESTED AGENDA TITLE:

Results of Mediation/Compromise Efforts Between the Trust for Public Lands and Crown Point Country Historical Society and Board Decision Following June 8, 1999 De Novo Hearing on Appeal of Hearings Officer Decision Regarding Denial of Appellants (Crown Point Country Historical Society) Appeal of NSA 26-94, Allowing Applicant (Trust for Public Lands) to Remove Sixteen Structures at Bridal Veil, Excluding Church and Post Office

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Sharron Kelley  
(OR)  
DEPARTMENT  
MANAGER:

99 JUN 29 PM 2:00  
COUNTY COMMISSIONER  
OFFICE

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277



BOARD OF  
COUNTY COMMISSIONERS

99 JUL -7 PM 4:17

MULTNOMAH COUNTY  
OREGON

PLEASE REPLY TO P.O. BOX

TELEPHONE (503) 777-5473

FAX (503) 777-8566

**REEVES, KAHN & EDER  
ATTORNEYS AT LAW**P.O. BOX 86100  
4035 S.E. 52ND AVENUE  
PORTLAND, OREGON 97286H. PHILIP EDER  
CYRUS W. FIELD  
PEGGY HENNESSY\*  
GARY K. KAHN\*  
J. KRISTEN PECKNOLD  
MARTIN W. REEVES\*  
\*Also Admitted  
in Washington

July 7, 1999

Deb Bogstad  
Clerk of the Board  
Multnomah County Board  
of Commissioners  
1120 S.W. Fifth Avenue  
Portland, Oregon 97204

VIA FACSIMILE (503) 248-3013

Re: NSA-26-94 Bridal Veil Land Use Appeal

Dear Deb:

As you know, the above matter was scheduled for a final decision at the Board of Commissioners' July 8, 1999. This letter is to confirm that Trust for Public Lands has requested that the date of the final decision be continued until the August 12, 1999 hearing at 9:30 a.m.

At the Board's request, the parties have been negotiating in an effort to reach a mutually acceptable resolution of the matter. While no formal agreement has been reached, Trust for Public Lands would like to continue the negotiations and appear before the Board of Commissioners on August 12, 1999 with either:

- 1) A concrete proposal with enforceable terms and conditions reflecting a settlement agreement between the parties, to be incorporated into the Board's final decision on the demolition permit application;

or, if negotiations break down,

- 2) A request that the Board render a final decision on the demolition permit application, based on the evidence presented in the de novo proceeding in this matter.

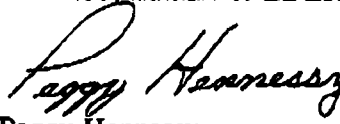
Deb Bogstad  
July 7, 1999  
Page 2

Thank you for your help in notifying all interested parties of the postponed date for the Board's final decision in the above matter.

Should you have any questions, please feel free to call.

Very truly yours,

REEVES, KAHN & EDER



Peggy Hennessy

PH:nh  
cc: Client

c:\data\ph\tp\lbogstad.txt

Meeting Date: JUN 08 1999  
Agenda No: P-1  
Est. Start Time: 9:30

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

**SUBJECT:** A DeNovo Hearing before the Board of County Commissioners regarding an appeal of the Hearings Officer's decision on NSA 26-94.

**BOARD BRIEFING**      Date Requested:  
Amt. of Time Needed:  
Requested By:

**REGULAR MEETING**      Date Requested:      June 8, 1999  
Amt. of Time Needed:      1 hour

**DEPARTMENT:**      DES      **DIVISION:** Land Use Planning  
**CONTACT:**      Robert Hall      **TELEPHONE:** 248-3043  
   **BLDG/ROOM:** 455 / 116

**PERSON(S) MAKING PRESENTATION:** Robert Hall and Liz Fancher

**ACTION REQUESTED**

☐ Informational Only      ☐ Policy Direction      ☒ Approval      ☐ Other

**SUGGESTED AGENDA TITLE**

A DeNovo Hearing before the Board of County Commissioners regarding an appeal of the Hearings Officer's decision regarding a **Denial** of the Appellant's appeal of NSA 26-94, allowing the applicant to remove sixteen structures at Bridal Veil, excluding the church and post office.

**SIGNATURES REQUIRED**

**Elected Official:** \_\_\_\_\_

or

**Department Manager:** KB Larry F. Nicholas

BOARD OF  
COUNTY COMMISSIONERS  
99 JUN - 2 AM 11:27  
MULTNOMAH COUNTY  
OREGON



## BOARD HEARING of June, 8 1999

TIME 9:30am

CASE NAME: Removal of buildings at Bridal Veil

NUMBER NSA 26-94

### 1. APPLICANT & APPELLANT NAME/ADDRESS

#### APPLICANT

Trust for Public Lands  
1121 SW Sixth Avenue  
Portland, OR 97204

#### APPELLANT

Crown Point Country Historical Society  
P.O. Box 17  
Bridal Veil, OR 97010

#### ACTION REQUESTED OF BOARD

- ☐ Affirm Plan.Com./Hearing Officer
- ☒ Hearing/Rehearing
  - ☒ Scope of Review
    - ☐ On the record
    - ☒ De Novo
    - ☐ New Information allowed

### 2. ACTION REQUESTED BY APPLICANT

Appeal of Hearing Officer decision which upheld the Planning Director decision approving removal, with conditions, of sixteen structures at Bridal Veil, excluding the church and post office. That decision would conclude the Columbia River Gorge National Scenic Area Cultural Review Process at the Evaluation of Significance stage (see attached *Cultural Review Process* diagram).

### 3. PLANNING DIRECTOR DECISION

Approval with conditions.

### 4. HEARINGS OFFICER DECISION:

Approval with conditions.

### 5. IF RECOMMENDATION AND DECISION ARE DIFFERENT, WHY?

Both decisions were for approval and were based on the following approval criteria:

The cultural resources are included in, or eligible for inclusion in, the National Register of Historic Places. The criteria for use in evaluating the eligibility of cultural resources for the National Register of Historic Places appear in the "National Register Criteria for Evaluation" (36 CFR 60.4). Cultural resources are eligible for the National Register of Historic Places if they possess integrity of location, design, setting, materials, workmanship, feeling, and association. In addition, they must meet one or more of the following criteria:

(A) Association with events that have made a significant contribution to the broad patterns of the history of this region;

(B) Association with the lives of persons significant in the past;

(C) Embody the distinctive characteristics of a type, period, or method of construction, or represent the work of a master, or possess high artistic values, or represent a significant and distinguishable entity whose components may lack individual distinction; or

(D) Yield, or may be likely to yield, information important in prehistory or history.

**6. THE FOLLOWING ISSUES WERE RAISED AT THE HEARING (WHO RAISED THEM?)**

Chuck Rollins, representing the Crown Point Country Historical Society, raised the only issues at the hearing. Their concerns centered on the issue of the eligibility of the structures for inclusion in the *National Register of Historic Places*. The Hearing Officer comprehensively addressed all of the issues raised at the hearing in her decision.

In their current appeal, Crown Point Country Historical Society responds to the Hearing Officer evaluation of the issues raised at the hearing. Those responses fall into the following categories:

**Historic Survey** – Three of the issues involve the degree of completeness of the Historic Survey submitted by the Trust for Public Lands. The historic survey is not an issue at the Evaluation of Significance stage of the NSA Cultural Review process. The historic survey was evaluated at the Historic Survey stage of that process. The evaluation of the historic survey indicated that the application should proceed to the Evaluation of Significance Stage of the Cultural Review Process. The Planning Director made that determination on December 28, 1994. No appeals of that decision were filed. Consequently, the applicant proceeded to the Evaluation of Significance stage.

**Bias of Application** – The fourth point of appeal argues that, “By virtue of the fact that this application is completed by the applicant, it will by nature reflect the applicant’s wishes for the outcome of the matter.”

The burden of proof is always on the applicant in a land use application. The Planning Director and the Hearing Officer both found that the applicant had carried the burden necessary to demonstrate that the structures on this property were not significant when evaluated against the applicable approval criteria. Consequently, the Cultural Review process would be completed.

**Eligibility for National Register** – The five remaining issues deal with eligibility of the Bridal Veil mill site are items directly related to the approval criteria for an Evaluation of Significance. They are summarized on the chart entitled *National Register Issues Raised by the Crown Point Country Historical Society*.

**7. DO ANY OF THESE ISSUES HAVE POLICY IMPLICATIONS? EXPLAIN.**

No. They involve application of existing code language.

## National Register Issues Raised by the Crown Point Country Historical Society

Hearing Officer Finding	CPCHS Comment (Appellant)	Staff Comment
The hearings officer's review revealed that the written and oral comments now in the record do not indicate that the TPL buildings are eligible for inclusion on the National Register.	The evidence is the 1996 decision by the Oregon State Historic Advisory Committee on Historic Preservation who voted that the site is eligible for inclusion on the National Register.	The Advisory Committee found the property met National Register criteria and forwarded the application to the Keeper of the Register for determination of eligibility. The Keeper determined that the record lacked sufficient evidence. <b>Recommendation-Uphold Hearing Officer decision.</b>
The Advisory Committee felt that the application did establish eligibility, but their opinion was determined to be incorrect by the keeper of the National Register.	The advisory committee's opinion was not found to be incorrect. The nomination was not denied but returned without action.	The Keeper of the Register found that the evidence submitted was not sufficient to determine eligibility and returned the application. <b>Recommendation-Uphold Hearing Officer decision.</b>
The comments considered and reviewed by the Hearings Officer include testimony presented at the hearing and the following documentary evidence (comments on 17 letters and statements)	The hearing officer should not have dismissed this testimony. The ordinance requires that the evidence "indicate" that the resource would be eligible for the national register, not that it absolutely is (which would be impossible to determine unless the keeper of the register makes a decision).	The Hearing Officer considered the testimony.  The ordinance requires that, "The cultural resources are included in, or eligible for inclusion in, the National Register of Historic Places." There is no reference to "indicate" in the approval criteria. CPCHS is correct, in that, the determination of eligibility is one that can only be made by the Keeper of the National Register. <b>Recommendation-Uphold Hearing Officer decision.</b>
TPL's actions "... provides evidence of TPL's lack of objectivity on the historical significance question and intractability but it does not establish historic significance..."	TPL should allow an architectural survey to answer the question definitely. The Prohaska report establishes historic significance. The Hearing Officer dismisses expert testimony because of the terminology used.	The Hearing Officer reviewed the testimony with respect to the approval criteria for determination of Significance as required by the Management Plan and the Zoning Code. <b>Recommendation-Uphold Hearing Officer decision.</b>
The State Advisory Committee on Historic Preservation decision "indicates" that the site is suitable for inclusion in the register, but the Keeper of the Register determined the evidence insufficient to determine eligibility.	The Advisory Committee should be sufficient to "indicate" eligibility. The state panel should be definitive when there is a lack of a decision from a national body.	Again, "indicate" is not sufficient. It must be found that the resource is eligible for inclusion, or included in, the National Register of Historic Places. <b>Recommendation-Uphold Hearing Officer decision.</b>



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

## NOTICE OF REVIEW

1. Name: Lehl, Steve
2. Address: P.O. Box 17, Bridal Veil, OR 97010  
Street or Box City State and Zip Code
3. Telephone: (503) 695 - 5238
4. If serving as a representative of other persons, list their names and addresses:  
Crown Point Country Historical Society  
P.O. Box 17  
Bridal Veil, OR 97010
5. What is the decision you wish reviewed (e.g., denial of a zone change, approval of a subdivision, etc.)?  
Multnomah Co Hearing Officer decision to uphold  
planning director's decision NSA 26-94
6. The decision was announced by the Hearing Officer on Jan 11, 19 99
7. On what grounds do you claim status as a party pursuant to MCC 11.15.8225?  
Filed previous appeal to hearing officer

11:10AM 9445 PHIL  
2/16/99 0000-001  
530.00 TOTAL

8. Grounds for Reversal of Decision (use additional sheets if necessary):

see attached letter  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

9. Scope of Review (Check One):

(a) ☐ On the Record

(b) ☒ On the Record plus Additional Testimony and Evidence

(c) ☐ De Novo (i.e., Full Rehearing)

10. If you checked 9(b) or (c), you must use this space to present the grounds on which you base your request to introduce new evidence (Use additional sheets if necessary). For further explanation, see handout entitled *Appeal Procedure*.

see attached letter  
\_\_\_\_\_  
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Signed: Steve Lell Date: 2-16-99

**For Staff Use Only**

Fee:

Notice of Review = \$530.00

Received by: [Signature] Date: 2/16/99 Case No. NSA26-94



# Crown Point Country Historical Society

PO Box 17 ♦ Bridal Veil, Oregon 97010

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February 15, 1999

Dept. Of Environmental Services  
1600 SE 190th Ave.  
Portland, OR 97223

Re: Appeal of Hearings Officer decision to the Multnomah County Board of Commissioners in the matter of NSA 26-94

We are appealing the hearings officer decision because the officer did not adequately address our concerns as presented in our letter dated November 25, 1998. We disagree with her conclusions, as we disagreed with the conclusions of the planning director, and interpret the ordinances differently.

We resubmit our arguments to the board of commissioners as presented to the hearings officer, as well as all the attachments and enclosures submitted at that time (already on file), to support our appeal, and plan to present further testimony at the hearing before the county commissioners. We request all documentation presented by us on November 25 to be included with this appeal to the commissioners.

In answering # 10 on the appeal form, we request to present new evidence that may clarify points or language submitted earlier, or refute points presented in the Hearings Officer's decision.

We also are now submitting comments regarding specific points in the Hearings Officer's decision, beginning on page 5 of her decision. This will not be complete, as she did not address directly many of the concerns outlined in our letter, but a few of the key points.

Thank you.

Sincerely,

*Chuck Rollins*

Chuck Rollins  
President  
503/695-5281

for the board of directors  
Clarence Mershon, vice president  
Steve Lehl, treasurer  
Sandy Cartisser, secretary  
Curt Johnson  
Dorothy Larson  
Laurel Slater  
Shio Utetake  
Alice Wand  
Nita Wilton

COMMENTS FROM CROWN POINT COUNTRY HISTORICAL SOCIETY,  
FEBRUARY 15, 1999, ON THE  
DECISION OF HEARINGS OFFICER  
ON APPEAL OF ADMINISTRATIVE DECISION  
NSA 26-94

The italics indicate points the hearings officer took from our letter of November 25, 1998, followed by her findings. We have excerpted points within her findings we wish to refute. Her findings are followed by CPCHS comments, in bold and set off by asterisks.

---

Beginning on page 4-Decision of Hearing Officer

**D. Hearing & Issues on Appeal**

(p.5) ...*"Our appeal . . . is based on the Multnomah County GMA Cultural Review Criteria (MCC 11.15.3818). Our review indicates that the process required by these county ordinances may not have been completed, specifically as it pertains to the historic survey (A)(3), and (D)(3) . . ."*

**FINDINGS:** Section (A)(3) requires an historic survey. An historic survey is defined by MCC 11.15.3556 as "actions that document the form, style, integrity, and physical condition of historic buildings and structures. Historic surveys may include archival research, architectural drawings, and photographs." The Trust for Public Land's Evaluation of Significance includes information that documents the integrity and physical condition of all of the historic buildings proposed for demolition. The Evaluation text and photographs provide this information. The report is supported by archival research.

**\*\*\*The evaluation text and photographs in the Heritage Investment Corporation report used in the Evaluation of significance do NOT provide this information. It is merely a description of the buildings, no more professionally examined or presented than a casual passer-by would. Only one drawing, a "typical floor plan" is presented, with no dimensions and without referring to any of the buildings individually.**

The section entitled "Building Descriptions" contains mainly one-paragraph descriptions using words such as "appears to be" frequently. If it were a true historic survey, inconclusive wording such as "The building appears to be in fair to poor structural condition" would be eliminated and would instead consist of definitive comments on the condition.

The "archival research" done by the HIC is incomplete. Their "historical and architectural evaluation" does not cite any sources; in Section 5, it lists several inventories but refers to none of the historic evidence as presented to the county in county consultant Sharr Prohaska's report, or the book by Bill Carr of the US Forest Service on historic lumbering in Bridal Veil, or any other actual historic reference materials.\*\*\*

*"The March 5, 1997 Evaluation of Significance submitted by Heritage Investment Corporation of TPL does not contain a complete historic survey, which should include architectural evaluation of the buildings as required in (D)(3)."*

**FINDINGS:** Section (D)(3) says that historic surveys shall include specified information. The Crown Point Country Historical Society claims that an architectural evaluation is required and is missing from the Evaluation. Section (D)(3) does not, however, require an "architectural evaluation." Section (D)(3)(c) requires that the Trust "provide detailed architectural drawings and building plans that clearly illustrate all proposed alterations" and Section (D)(3)(a)(iii) requires "archival research, blueprints and

drawings as necessary." The Evaluation includes archival research and a drawing of the basic layout of a mill worker's home. The architectural illustration requirement is clearly inapplicable to a demolition project as no construction activity is proposed that needs to be illustrated.

**\*\*\* Again, one drawing of a basic layout is not adequate. Many of the houses are similar in appearance, and several are not. There are no blueprints or drawings in their report of the configuration of the individual houses or buildings.\*\*\***

*"We do not believe the requirements in (F) have been satisfied completely because the Evaluation of Significance does not demonstrate that the resources are not significant as required in (F)(4)."*

**FINDINGS:** Section 11.15.3816 (F)(4) requires the Trust to "illustrate why each cultural resource is or is not significant. Section (F)(4) requires an illustration of why the Evaluation determined that a resource is or is not significant. Such an illustration (discussion) has been provided throughout the Evaluation.

**\*\*\* We disagree with this interpretation. Certainly, they have given their sketchy observances. They have not demonstrated professionally supported, detailed and documented conclusions about the individual buildings.\*\*\***

#### **E. Law Relevant to Appeal**

... The question, therefore, is whether any of the buildings proposed for demolition is eligible for inclusion on the National Register....

The Trust prepared an Evaluation of Significance. The Evaluation determined that the TPL buildings do not qualify for listing in the National Register of Historic Places, either individually or collectively. According to TPL's attorney Ms. Hennessey:

"The burden of proof is not on the applicant to prove a negative: ineligibility for the National Register. The applicant's obligation is to submit an evaluation of significance. . . While an applicant may be required to address the listing criteria for the National Register in its evaluation of significance under MCC Section 11.15.3818(F), MCC 11.15.3818(G) does not impose a burden on every applicant to absolutely prove that a building proposed for demolition does not satisfy any of the National Register eligibility criteria."...

**\*\*\* We believe the evaluation of significance must include all the evidence or it cannot be considered complete. By virtue of the fact that this evaluation is completed by the applicant, it will by nature reflect the applicant's wishes for outcome on the matter. \*\*\***

(p.7) The hearings officer next reviewed the comments received by the County to determine whether those comments "*indicate*" that the buildings are eligible for inclusion on the National Register for any of the reasons listed in subsection i. – iv (Criteria A – D of the National Register criteria). Crown Point's National Register application was based on subsection iv. (Criterion D). There is some evidence that it could have been prepared under subsection i. (Criterion A). No evidence exists in the record, however, other than unsubstantiated claims made by Mr. Rollins at the November 1998 hearing, that the site is eligible for inclusion on the National Register for the reasons listed in subsections ii. and iii (Criteria B and C).<sup>3</sup>

The hearings officer's review revealed that the written and oral comments now in the record do not indicate that the TPL buildings are eligible for inclusion on the National Register.<sup>4</sup> As a result, an Assessment of Effect is not required.

**\*\*\* the evidence comes in the form of the 1996 decision by the Oregon State Historic Advisory Committee on Historic Preservation, who voted unanimously that the site is eligible for inclusion on the National register (see our documentation included with last appeal). The Appeals Officer refers to this action later in her decision.\*\*\***

The evidence submitted to the County in favor of requiring an Assessment of Effect shows that some professionals believe that the town and the TPL buildings are "probably eligible" for inclusion on the National Register. The Hearings Officer must find, however, that the comments indicate that the buildings are eligible, not that they are probably eligible. Crown Point representative Chuck Rollins also submitted a copy of its application for inclusion of the TPL property on the National Register and documentation regarding the decision by the State Advisory Committee on Historic Preservation to nominate the site for inclusion on the National Register based upon Crown Point's application. That application was, however, determined by the keeper of the National Register, to be insufficient to establish that the site is eligible for inclusion on the National Register. The Advisory Committee felt that the application did establish eligibility, but their opinion was determined to be incorrect by the keeper of the National Register. No new evidence to suggest otherwise has been presented to the Hearings Officer. As a result, none of the evidence in the record "indicates" that the Trust's property is eligible for inclusion on the National Register.

**\*\*\* The advisory committee's opinion was not found to be incorrect. The nomination was NOT denied but was returned without action.**

...The comments considered and reviewed by the Hearings Officer include testimony presented at the hearing and the following documentary evidence...

**\*\*\* in the Hearings Officer's comments that follow, she repeatedly refers to the expert's comments on the buildings' *likely eligibility* for the national register. Of course, because access to the buildings have been consistently denied, those experts could not make a definitive determination. These ten letters from professional historians provide ample support for the need to determine the eligibility definitively, and the value of the buildings and site. Please read the original letters as they were submitted by CPCHS. We find it appalling that the hearings officer dismisses this large body of expert testimony with semantic hair-splitting, when the content of the letters support the idea the buildings would be eligible.**

The ordinance requires that the evidence "indicate" that the resource would be eligible for the national register, not that it absolutely is, (which would be impossible to determine unless the keeper of the register makes a decision.) (see Hearings Officer's comment on the previous page, 2nd paragraph from the bottom). We believe that the evidence does indeed "indicate" this, and that the ordinance cited does not require expert testimony to include the exact wording desired by the Hearings Officer.\*\*\*

(p.9) ... TPL's actions in threatening Ms. Prohaska [Multnomah County consultant] with a lawsuit provides evidence of TPL's lack of objectivity on the historic significance question and intractability but it does not establish historic significance....

**\*\*\*The hearings officer's comment here, referring to one of the letters CPCHS included in the appeal, is a good example of how the hearings**

officer is acknowledging TPL's lack of objectivity, but is choosing to disregard this evidence. If TPL is so convinced that the buildings at Bridal Veil are ineligible, why is it so adamant that the buildings not receive a complete architectural survey to answer the question definitively.

In addition, the Prohaska report does indeed establish historic significance, hundreds of pages worth. That document, prepared for Multnomah County, is included in the earlier record.

Again and again, in commenting on the individual letters submitted by CPCHS, the Hearings officer dismisses the expert testimony because they chose to word their letters not in the legal terminology she prefers, but in the terminology of their own professions and expertise. \*\*\*

(p.10)...A July 1, 1996 letter from James Hamrick of SHPO to the Keeper of the National Register dated July 1, 1996 stating that the State Advisory Committee on Historic Preservation concluded unanimously that the property meets National Register criteria but also states that the SHPO staff archeologist's analysis of the application using the National Register guidelines revealed that the case for National Register eligibility was not proven.<sup>5</sup> This letter and attached minutes provide evidence that the Advisory Committee's decision was that the property meets National Register criteria. This evidence "indicates" that the site is suitable for inclusion on the Register but this evidence was provided to the keeper of the Register and determined to be insufficient to establish eligibility. As such, the evidence, without more, does not indicate eligibility....

\*\*\*Again, we believe because the only decision that was made conclusively was that of the State Advisory Committee on Historic Preservation, that that decision should be used as sufficient to establish, or "indicate" eligibility. Our own state's panel of experts should be definitive, especially with the lack of a decision from the national body.\*\*\*

JAN 9 1999

**DECISION OF HEARINGS OFFICER  
ON APPEAL OF ADMINISTRATIVE DECISION  
NSA 26-94**

**Applicant:** Trust for Public Lands  
1211 SW Sixth Avenue  
Portland, OR 97204

**Appellant:** Crown Point Country Historical Society  
PO Box 17  
Bridal Veil, OR 97010

**Request:** National Scenic Area approval for demolition of sixteen structures [shown on the site map as buildings 2, 3, 4, 5, 6, 7, 12, 13, 14, 15, 17, 18, 20 & 22, plus the shop and warehouse (all as described in the report titled *Bridal Veil, Multnomah County, Oregon Historic Survey and Evaluation of Significance, July 29, 1994* by Heritage Investment Corporation), but excluding the church and post office] at Bridal Veil.

**Location:** 47000-47330 West Mill Road

**Legal Description:** Tax Lots '11', '3' and '2' Section 22, Township 1 North, Range 5 East & Lots 8-15, First Addition to Bridal Veil

**Zoning:** Special Management Area, Public Recreation (GS-PR)

**Findings and Conclusions:**

The Hearings Officer makes the following findings and conclusions regarding the above-referenced land use application:

**A. Background of Proposal**

Previously, on April 6, 1995, the Planning Director had approved demolition of the aboveground portion of the resaw building on the Bridal Veil property (NSA 4-95). That demolition was accomplished as approved during the remainder of 1995 and 1996. However, during early 1997, activity in excess of that approved by NSA 4-95 occurred in the vicinity of the resaw building. The Planning Director notified the applicant of the unauthorized activity and indicated that processing of the request for an Evaluation of Significance of the other 16 structures would be held at the notification stage until a mitigation plan for the activity in and around the resaw building was developed and approved.

In November, 1995, the Crown Point Historical Society made application to the National Park Service for placement of this property (plus adjacent properties owned by the Bridal Veil Cemetery, Union Pacific Railroad, Multnomah County and the State of Oregon) on the National Register of Historic Places. The application indicated the property should be considered significant due to "Archeology: Historic-non-aboriginal, Industry and Social History." It further indicated that the property qualified for National Register listing based on criteria (i) and (iv) above.

On September 18, 1996 the Bridal Veil Historical Archeological Site application was reviewed by Dr. Barbara Little of the National Park Service. Her comments indicate that the application contained insufficient information to make a decision and was being returned. Two of her comments addressed the buildings that are now being proposed for demolition. They are as follows:

"If the standing buildings are nominated for their information potential under criterion D, then the information they could contribute should be clearly described. The standing buildings, as such, do not contribute to the archeological potential of the site, although the patterning of the locations of those buildings (or their foundations) would contribute to the information potential of the site as the research questions currently are posed."

"In Section 7 (of the application), there should be no categories listed under "Architectural Classification" because there are no contributing buildings. This site does not appear to be eligible under Criterion A particularly due to a lack of integrity of the extant remains."

[Staff note: Criterion A and D are identical to (i) and (iv) above]

Chris Beck of the Trust for Public Land, in a letter to Carol Shull, Keeper of the Register for the National Register of Historic Places dated November 15, 1996, asked clarification of Dr. Little's review comments. On December 20, 1996, Ms. Shull commented in part:

"The above-ground structures are not archeological resources and would not be contributing resources in the Historical Archeological Site as it is presented in the returned nomination. The significance of the archeological site (if such is demonstrated) would not depend on the presence of the above-ground structures."

Mr. Beck then requested an opinion from the Oregon State Historic Preservation Office regarding the buildings at Bridal Veil. On February 6, 1997, James M. Hamrick, Deputy State Historic Preservation Officer, responded:

"The State Historic Preservation Office position is that the 14 houses, 3 garages, and several other buildings at Bridal Veil are not eligible for the National Register under Criteria A, B, C, nor do they meet Criterion D. The National Register has acknowledged "the standing buildings, as such, do not contribute to the archeological potential of the site..." We conclude their demolition would have "No Effect," particularly since, under present limitations of access and insufficient test evidence, the property as a whole cannot be effectively demonstrated to meet National Register Criterion D as a historical archeological site."

The nomination of the Bridal Veil site for the National Register of Historic Places was made on the basis of its archeological potential; thus, its title *Bridal Veil Archeologic Site*. The previous comments indicate two areas of concern:

- (1) The Bridal Veil site has the potential of containing significant archeologic resources and further research needs to be conducted to evaluate that potential, and
- (2) The buildings on the Bridal Veil site are not contributing resources, but their locations and patternings would contribute to the information potential of the site.

On March 5, 1997, the Trust for Public Land submitted an Evaluation of Significance in conjunction with their request for demolition of 16 buildings at Bridal Veil. Notice of that request and a copy of a report entitled *Bridal Veil Multnomah County, Oregon Historic Survey and Evaluation of Significance* (125 pages) prepared by Heritage Investment Corporation was mailed to interested parties on April 11, 1997.

The applicant recently submitted a *Scope of Work for the Bridal Veil Historical Archaeological Site* prepared by Gary C. Bowyer of Western Resources Consulting which includes the following:

- A mitigation plan for unauthorized work in the vicinity of the resaw building; and

- A request to demolish the remaining 16 structures with either archaeological testing prior to or during demolition; and
- A proposal to conduct archaeological testing of the entire 29.95-acre site after all 16 structures have been removed and an offer to provide the results of that testing to all interested parties.

As a result of this submittal, the Evaluation of Significance stage of the Cultural Review process for the request to demolish the remaining 16 structures was reinstated. Notice of the proposal was mailed to appropriate governmental agencies and all individuals who had previously indicated an interest in the project. Responses were received from the following eight agencies and/or individuals:

*Friends of the Columbia Gorge.*  
*US Forest Service, NSA Office*  
*David V. Ellis*  
*Nancy Russell.*  
*Oregon State Historic Preservation Office*  
*Bridal Veil Community Church.*  
*Crown Point Country Historical Society*  
*Alfred Staehli*

The applicant submitted a Scope of Work for demolition of sixteen buildings at the Bridal Veil historical archaeological site that addresses both of these concerns. That Scope of Work was prepared by Gary C. Bowyer of Western Resources Consulting. Mr. Bowyer has submitted a resume that indicates he satisfies the professional qualifications of MCC 11.15.3818(D). That scope of work proposes mapping and photographing the building complex prior to any building demolition. Next, archaeological monitoring is proposed either during or prior to any building demolition. Finally, an archaeological survey of the entire site will be conducted after the buildings have been removed. That survey will consist of a reconnaissance survey, mapping and photographing identified features and artifacts, and a final surveyed map of the entire site indicating building footprints, depressions and refuse deposits.

#### **B. Decision of Planning Director**

The Planning Director approved the applicant's request to demolish all Bridal Veil buildings listed above, subject to compliance with specified conditions of approval, after determining that the record lacks evidence to show that the buildings proposed for demolition are historically significant. The Director stated:

"Based on the comments from Carol Shull, Keeper of the Register for the National Register of Historic Places, Dr. Barbara Little of the National Park Service, and James M. Hamrick, Deputy Oregon State Historic Preservation Officer, the Planning Director finds the sixteen buildings under application for demolition are not significant and that their removal can be accomplished in a manner that will insure the preservation of the integrity of any potential archeological resources on the property. Because there is a potential for ground disturbing activity during demolition, the monitoring during demolition option of the Scope of Work is rejected and the applicant shall be required to perform testing prior to demolition as described in the Scope of Work.

The cultural review process would be complete if:

- The applicant submitted the results of the pre-demolition mapping, photography and testing to the US Forest Service National Scenic Area office and the Planning Director for review prior to the issuance of any demolition permits. The Forest Service and Planning Director must determine all pre-demolition work has been completed as described in the "Testing



Prior to Demolition" portion of the Scope of Work prior to issuance of any demolition activity, and

- The applicant posted a performance bond to insure the post-demolition archaeological survey and professional land survey of the entire property is completed as described in the Scope of Work. Consultation with professional archaeologists indicate that the proposed post-demolition archaeological survey could cost \$10,000, and the County Survey Office estimates the land survey to cost approximately \$10,000. Therefore, the performance bond should be in the amount of \$20,000. That bond amount may be reduced if the applicant submits written bids from qualified professionals for lesser amounts to perform the work as described.

The Planning Director recognizes the comments and concerns of the Crown Point Country Historical Society and includes several of their suggestions in this decision. The Director, however, is persuaded by the comments of Carol Shull, Keeper of the Register for the National Register of Historic Places, and Dr. Little in 1996 with respect to the significance of the sixteen buildings. No new information regarding their significance has been added to the record in the two years since those comments were written. The property will continue to have the potential of archeological significance, and the Final Report which will result from this decision will add to the body of knowledge of that potential."

#### C. Appeal

On October 13, 1998, Multnomah County issued an administrative decision in case NSA 26-94 approving a request by the Trust for Public Land to demolish numerous buildings at Bridal Veil. On October 27, 1998, an appeal of the administrative decision of the Multnomah County Planning Director was filed by Laurel B. Slater on behalf of Crown Point Country Historical Society. The appeal was timely filed, having been filed within 14 days from the date the administrative decision was issued. MCC 11.15.3810(G).

The Notice of Appeal filed by the Society listed the following as the grounds for reversal or modification of the Planning Director's decision as follows:

"Disagree with staff recommendation to allow removal of buildings at Bridal Veil due to their historic potential."

#### D. Hearing & Issues on Appeal

On November 18, 1998, an appeal hearing was conducted by Hearings Officer Liz Fancher. At the commencement of the hearing, the hearings officer questioned whether the notice of appeal complied with the requirement of MCC 11.15.8290(B) that the notice list the "specific grounds" relied on for reversal or modification of the decision. In response to the Hearings Officer's inquiries, Crown Point representative Chuck Rollins narrowed the issue raised in the appeal to the following:

The Planning Director should have found that the cultural resources to be significant and should have required an Assessment of Effect because all of the Bridal Veil properties that are to be demolished are eligible for inclusion in the National Register of Historic Places for each of the four reasons enumerated in MCC 11.15.3818(2)(a)(i) - (iv).

In a letter dated November 25, 1998 to the hearings officer, Mr. Rollins raised issues that go beyond the scope of the appeal, despite being advised of the provisions of the appeals ordinance that limit review of the Notice of Appeal to the specific grounds raised in the appeal. The hearings officer addressed the issues, however, as they may be raised in future proceedings before the Board of Commissioners, if an appeal of this decision is filed with the Board.

"Our appeal . . . is based on the Multnomah County GMA Cultural Review Criteria (MCC 11.15.3818). Our review indicates that the process required by these county ordinances may not have been completed, specifically as it pertains to the historic survey (A)(3), and (D)(3) . . ."

**FINDINGS:** Section (A)(3) requires an historic survey. An historic survey is defined by MCC 11.15.3556 as "actions that document the form, style, integrity, and physical condition of historic buildings and structures. Historic surveys may include archival research, architectural drawings, and photographs." The Trust for Public Land's Evaluation of Significance includes information that documents the integrity and physical condition of all of the historic buildings proposed for demolition. The Evaluation text and photographs provide this information. The report is supported by archival research.

"The March 5, 1997 Evaluation of Significance submitted by Heritage Investment Corporation of TPL does not contain a complete historic survey, which should include architectural evaluation of the buildings as required in (D)(3)."

**FINDINGS:** Section (D)(3) says that historic surveys shall include specified information. The Crown Point Country Historical Society claims that an architectural evaluation is required and is missing from the Evaluation. Section (D)(3) does not, however, require an "architectural evaluation." Section (D)(3)(c) requires that the Trust "provide detailed architectural drawings and building plans that clearly illustrate all proposed alterations" and Section (D)(3)(a)(iii) requires "archival research, blueprints and drawings as necessary." The Evaluation includes archival research and a drawing of the basic layout of a mill worker's home. The architectural illustration requirement is clearly inapplicable to a demolition project as no construction activity is proposed that needs to be illustrated.

"We do not believe the requirements in (F) have been satisfied completely because the Evaluation of Significance does not demonstrate that the resources are not significant as required in (F)(4)."

**FINDINGS:** Section 11.15.3816 (F)(4) requires the Trust to "illustrate why each cultural resource is or is not significant. Section (F)(4) requires an illustration of why the Evaluation determined that a resource is or is not significant. Such an illustration (discussion) has been provided throughout the Evaluation.

#### **E. Law Relevant to Appeal**

The law that central to the Hearings Officer's decision of this matter is MCC 11.15.3818 (2)(a) (i) – (iv). That law provides:

(2) The Planning Director shall find the cultural resources significant and *require an Assessment of Effect if the Evaluation of Significance or comments received indicate either:*

(a) The cultural resources are included in, or eligible for inclusion in, the National Register of Historic Places. The criteria for use in evaluating the eligibility of cultural resources for the National Register of Historic Places appear in the *National Register Criteria for Evaluation (36 CFR 60.4)*. Cultural resources are eligible for the National Register of Historic Places if they possess integrity of location, design, setting, materials, workmanship, feeling, and association. In addition, they must meet one or more of the following criteria:

- (i) Association with events that have made a significant contribution to the broad patterns of the history of this region;
  - (ii) Association with the lives of persons significant in the past;
  - (iii) Embody the distinctive characteristics of a type, period, or method of construction, or represent the work of a master, or possess high artistic values, or represent a significant and distinguishable entity whose components may lack individual distinction; or
  - (iv) Yield, or may be likely to yield, information important in prehistory or history."
- (b) The cultural resources are determined to be culturally significant by an Indian tribal government, based on criteria developed by that Indian tribal government and filed with the Gorge Commission.

**FINDINGS:** The issue before the Hearings Officer is whether an Assessment of Effect is required prior to demolition of the Bridal Veil buildings. If either subpart (a) or (b) are satisfied, an Assessment of Effect must be required. No claim of significance under subpart (b) has been claimed for this site. As a result, subpart (a) is the sole criterion applicable to the determination of whether the Trust must prepare an Assessment of Effect.

Subpart (a) requires an Assessment of Effect if the Evaluation of Significance or comments received by the County indicate that the Bridal Veil buildings, individually or collectively, are included on the National Register or are eligible for inclusion in the National Register of Historic Places based upon the criteria listed in this ordinance. In this case, none of the buildings is listed on the National Register. The question, therefore, is whether any of the buildings proposed for demolition is eligible for inclusion on the National Register.

In order to be included on the National Register, a building or historical site must possess "integrity of location, design, setting, materials, workmanship, feeling and association." It must also be shown that the building or site has an association with significant events, has an association with significant persons, is distinctive in design or architecture or consists of highly artistic work or is of archeological significance. The National Register criteria are subjective. The criteria are, however, refined and interpreted by historians using the National Register Bulletin "How to Apply the National Register Criteria for Evaluation."

The Trust prepared an Evaluation of Significance. The Evaluation determined that the TPL buildings do not qualify for listing in the National Register of Historic Places, either individually or collectively. According to TPL's attorney Ms. Hennessey:

"The burden of proof is not on the applicant to prove a negative: ineligibility for the National Register. The applicant's obligation is to submit an evaluation of significance. . . While an applicant may be required to address the listing criteria for the National Register in its evaluation of significance under MCC Section 11.15.3818(F), MCC 11.15.3818(G) does not impose a burden on every applicant to absolutely prove that a building proposed for demolition does not satisfy any of the National Register eligibility criteria."

The applicant's reading of the approval criteria appears to be accurate.<sup>1</sup> As such, the Evaluation does not provide a basis upon which to require the applicant to conduct an Assessment of Effect.<sup>2</sup>

The hearings officer next reviewed the comments received by the County to determine whether those comments "indicate" that the buildings are eligible for inclusion on the National Register for any of the reasons listed in subsection i. - iv (Criteria A - D of the National Register criteria). Crown Point's National Register application was based on subsection iv. (Criterion D). There is some evidence that it could have been prepared under subsection i. (Criterion A). No evidence exists in the record, however, other than unsubstantiated claims made by Mr. Rollins at the November 1998 hearing, that the site is eligible for inclusion on the National Register for the reasons listed in subsections ii. and iii (Criteria B and C).<sup>3</sup>

The hearings officer's review revealed that the written and oral comments now in the record do not indicate that the TPL buildings are eligible for inclusion on the National Register.<sup>4</sup> As a result, an Assessment of Effect is not required.

The evidence submitted to the County in favor of requiring an Assessment of Effect shows that some professionals believe that the town and the TPL buildings are "probably eligible" for inclusion on the National Register. The Hearings Officer must find, however, that the comments indicate that the buildings are eligible, not that they are probably eligible. Crown Point representative Chuck Rollins also submitted a copy of its application for inclusion of the TPL property on the National Register and documentation regarding the decision by the State Advisory Committee on Historic Preservation to

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<sup>1</sup> Subsection (G)(3) also provides that the cultural resource review process shall be deemed complete if "no substantiated comment is received during the 30 day comment period and the Evaluation of Significance indicates the effected cultural resources are not significant." TPL has not argued that no substantiated comments were received so this is not an issue in this review.

<sup>2</sup> Mr. Rollins claimed that the Bridal Veil buildings are eligible for inclusion on the Register due to the fact that the town is associated with the Kraft family (subsection ii/Criterion B). The National Register Bulletin that guides review of applications makes it clear, however, that the buildings in question must illustrate a famous person's important achievements. Buildings in this category typically include the home of an important person, the studio of an important artist or the business headquarters of an important industrialist. It does not include buildings owned by persons of no particular historical significance merely because those buildings are located in a town where the mill was once owned by a person who is famous for reasons unconnected to the town.

<sup>3</sup> This ordinance shifts the burden of proof to the County and opponents upon the filing of an Evaluation of Significance that meets County standards and that concludes that a site or building is not eligible for inclusion on the National Register. In Oregon land use proceedings the burden of proof must always remain with the applicant. Yet, this matter is proceeding under a local adoption of a federal law. Opponents to the TPL application have not objected to this shifting of the burden and have not provided any legal arguments regarding this issue. As a result, the issue has not been addressed by the hearings officer.

<sup>4</sup> The Hearings Officer wishes to make it clear that her opinion does not determine whether or not the Bridal Veil site is or is not historically significant to Multnomah County.

nominate the site for inclusion on the National Register based upon Crown Point's application. That application was, however, determined by the keeper of the National Register, to be insufficient to establish that the site is eligible for inclusion on the National Register. The Advisory Committee felt that the application did establish eligibility, but their opinion was determined to be incorrect by the keeper of the National Register. No new evidence to suggest otherwise has been presented to the Hearings Officer. As a result, none of the evidence in the record "indicates" that the Trust's property is eligible for inclusion on the National Register.

The comments considered and reviewed by the Hearings Officer include testimony presented at the hearing and the following documentary evidence:

Alfred Staehli, FAIA, letter dated August 13, 1998 and November 1998 hearing testimony: Mr. Staehli states that the Trust should be required to do "basic Historic American Buildings Survey (HABS) documentation on the remaining buildings as a mitigating condition." Mr. Staehli states that the Bridal Veil buildings were not determined to be insignificant. Mr. Staehli says that the buildings are "eminently restorable and capable of interpreting life and history in Bridal Veil." Mr. Staehli's letter mentions that the Oregon State Advisory Committee on Historic Preservation approved the final amended National Register nomination under Criterion D (subsection iv). Mr. Staehli does not say that the buildings are eligible for inclusion on the National Register.

David V. Ellis, in a September 5, 1998 letter commented on the Trust's proposed methods of monitoring demolition work. The letter did not contain any evidence regarding National Register criteria.

Chuck Rollins, in a September 5, 1998 letter, complained about violations of the resaw building permit and the Bowyer scope of work for monitoring demolition activities. As to the historic value question, Mr. Rollins stated that the keeper of the National Register did not deny Crown Point's application for inclusion of the townsites on the National Register based on Criterion D (subsection iv. of the County's ordinance). Mr. Rollins cited the keeper's comment that research questions were well developed and would demonstrate the likelihood of important information at the site "if the presence of intact remains were well-documented." The fact that one has developed a good study methodology does not say anything about whether the site is worth studying.

The Rollins letter and other evidence in the record establishes that the National Register application was returned because it was incomplete. This means that it is possible that additional evidence might be found that would establish the historical significance of the site. It also means, however, that the evidence submitted was not sufficient to establish significance. The only evidence in the Rollins letter regarding historic register question is his Mr. Rollins' statement that the Oregon State Advisory Board on Historic Preservation voted to forward the Crown Point application for nomination to the National Register.

At the hearing in November, 1998, the Hearings Officer advised Mr. Rollins and the Crown Point Country Historical Society that it should organize and submit all evidence that bears on the central question of significance. Mr. Rollins submitted a letter dated November 25, 1998, the Society's application for nomination to the National Register and correspondence with The Trust and the Keeper of the National Register and other letters that support Crown Point's position.

Mr. Rollins' November letter contains the claim that "we believe that (G)(2), based on the inconclusiveness of the National Register nomination and 'comments received,' requires the Planning Director to find the cultural resources significant, and therefore require an Assessment of Effect. Subsection (G)(2) requires the hearings officer to

require an Assessment of Effect only if the comments in the record indicate that the TPL buildings are eligible for nomination, not if the comments indicate a lack of evidence to determine that the buildings are eligible for inclusion on the National Register.

Mr. Rollins submitted a letter from Sharr Prohaska dated May 7, 1993. Ms. Prohaska states that Chris Beck of TPL was told by Ms. Prohaska and several consultants that Bridal Veil was "probably historically significant." Ms. Prohaska says that "interior alteration is not the criteria one uses to determine significance." The Hearings Officer concurs with this statement. Ms. Prohaska also says that "[t]he reason the Prohaska report does not contain any information on the architectural significance or integrity of the buildings is because TPL threatened lawsuit and refused to let me in the buildings when I conducted my research on the historic and cultural significance of Bridal Veil." The Prohaska letter does not reach a conclusion on historic significance and the eligibility of the site for inclusion on the National Register. TPL's actions in threatening Ms. Prohaska with a lawsuit provides evidence of TPL's lack of objectivity on the historic significance question and intractability but it does not establish historic significance.

Mr. Rollins submitted a letter from Rick Harmon, Oral Historian of the Oregon Historical Society, dated October 19, 1992 that states that Harmon would lend "an emphatic yes" to the question of Bridal Veil's significance as a cultural and historic resource based upon the fact that the remnants of the town are still rooted in their original context. This statement does not, however, say that the site is eligible for inclusion on the National Register.

Mr. Rollins provided the Hearings Officer with a letter from Mr. Rollins to Mr. Beck dated November 23, 1992. That letter documents TPL's refusal to allow access to the Bridal Veil buildings by Crown Point. The letter does not, however, establish that the Bridal Veil buildings are of historical significance.

Mr. Rollins submitted a letter from Carl Abbott, Ph.D. that states that the communities and industrial complexes created by the logging industry survive in Multnomah County in substantial form only at Bridal Veil. Dr. Abbott states that Bridal Veil is "a classic example of a cultural landscape which is far more than a simple sum of its parts." Dr. Abbott does not offer an opinion regarding the National Register criteria.

Mr. Rollins also submitted an undated letter from Sally Donovan, an historian with a master degree in Historic Preservation at the University of Oregon. Ms. Donovan's letter addresses former County criteria that have been repealed. Ms. Donovan's letter specifically states that National Register criteria are irrelevant to evaluating the site. As such, it is not reasonable to rely upon this letter as offering an opinion on National Register criteria. Ms. Donovan's letter states that some of the buildings owned by TPL retain historic integrity but she fails to identify those buildings. The Hearings Officer is, therefore, unable to draw any conclusion regarding the historical integrity of any particular building based upon this statement.

Mr. Rollins submitted a letter from T. Allan Comp, Ph.D., Historian that supports inclusion of Bridal Veil as a Goal 5 resource in the Multnomah County comprehensive plan. The letter says that the site is a "potential" National Register site. This letter does not discuss the National Register criteria.

Mr. Rollins submitted an October 13, 1992 letter from Catherine Galbraith recommending that the Bridal Veil homes be evaluated as a collection. The letter does not include an opinion regarding eligibility for inclusion of the town on the National Register.

Mr. Rollins also provided a February 13, 1996 letter from Professor David Brauner of Oregon State University. Professor Brauner states that a representative of TPL contacted him while attempting to find an archaeologist who would speak in opposition to the nomination. Professor Brauner was troubled that no subsurface data is available to support the nomination but notes that TPL refuses access to the site to historians. Professor Brauner is of the opinion that the buildings are a part of the archaeological record. Professor Brauner does not, however, make any claim that the site is or is not eligible for inclusion in the National Register.

Mr. Rollins submitted an October 18, 1992 letter from Richard Ellis stating that some of the TPL buildings are intact and "can continue to provide important information not just on the architecture of the community, but on the community's social organization as well." The Ellis letter addressed a report from HIC (Heritage Investment Corporation) that predates the 1994 Evaluation of Significance prepared by HIC. The Ellis letter noted a number of deficiencies in that report and concluded that the HIC report was inappropriately narrow. Mr. Ellis did not, however, address the National Register review standards nor does it say that the TPL building are eligible for inclusion on the National Register.

Mr. Rollins also submitted the application for inclusion of the Bridal Veil site on the National Register under criterion D. This is the application that was determined by the Keeper of the Register to be insufficient to support a conclusion that the Bridal Veil site is eligible for listing on the National Register. As such, it is known that this application and the information it contains do not indicate eligibility. Instead, it is known that this information alone does not establish eligibility.

A July 1, 1996 letter from James Hamrick of SHPO to the Keeper of the National Register dated July 1, 1996 stating that the State Advisory Committee on Historic Preservation concluded unanimously that the property meets National Register criteria but also states that the SHPO staff archeologist's analysis of the application using the National Register guidelines revealed that the case for National Register eligibility was not proven.<sup>5</sup> This letter and attached minutes provide evidence that the Advisory Committee's decision was that the property meets National Register criteria. This evidence "indicates" that the site is suitable for inclusion on the Register but this evidence was provided to the keeper of the Register and determined to be insufficient to establish eligibility. As such, the evidence, without more, does not indicate eligibility.

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<sup>5</sup> SHPO's historical review determined that the Bridal Veil buildings lack integrity and are not eligible for the National Register based upon National Register evaluation criteria. In his May 4, 1994 letter to Mr. Rollins, SHPO representative James Hamrick states "we told you unequivocally that it was our professional opinion the townsite does not meet National Register criteria A and C on grounds of integrity." An earlier SHPO letter to Mr. Rollins dated April 4, 1994 also unequivocally stated that "we do not believe the evidence is conclusive enough to meet eligibility under Criterion D." In 1997, Mr. Hamrick of SHPO stated "[t]he opinion of the State Historic Preservation Office is that the 14 houses and three garages at Bridal Veil lack integrity and are not eligible for the National Register under Criteria A, B or C nor do they meet Criterion D as components of a larger historical archeological site." Mr. Hamrick noted that National Register reviewer Barbara Little found that "the standing buildings, as such do not contribute to the archeological potential of the site" and that the above ground structures are not archeological resources. Mr. Rollins acknowledged SHPO's position in his September 5, 1998 letter, stating "James Hamrick of SHPO has taken the position that the buildings are not of historic significance." TPL could have, but did not, argue that a review under MCC 11.15.3818 (G) was not necessary due to the provisions of MCC 11.15.3818(B), particularly if they had obtained SHPO's opinion in a way that mirrors the language of subsection (B).

#### **F. Other Ordinance Considerations Not Challenged in Appeal**

This property is located in a Special Management Area and is designated Public Recreation. It is in a Coniferous Woodland landscape setting and has a Recreation Intensity Class of IV. Bridal Veil Creek, which flows through a portion of the property, is identified on resource maps provided by the Gorge Commission as being a tributary fish habitat and a riverine wetland. Consequently, the following ordinance criteria apply to this request:

##### **1. Scenic Resources**

The property is in a Coniferous Woodland landscape setting and is visible from several Key Viewing Areas (Columbia River, I-84, Historic Columbia River Highway and SR 14). As such, MCC 11.15.3814(A), (B) &(C)(2) potentially apply. However, the applicant proposes no development of the property, nor the construction of any structures. All of the cited criteria apply to property development or the construction of structures. None of the criteria address the removal of structures.

There is a potential, however, that unvegetated areas resulting from structure removal would adversely impact the scenic resources of the Gorge. As a result, a condition of approval must be that areas be revegetated to eliminate that potential. Storage of demolition materials on the property would also have a potential adverse impact on scenic resources. As a result, any approval must be conditioned upon a requirement that no demolition materials be stored on site. If the above conditions are imposed and followed, the request to demolish the Bridal Veil structures, would satisfy the scenic review criteria.

##### **2. Cultural:**

The Planning Director found that the Cultural Review process requires the applicant to mitigate unauthorized work in the vicinity of the resaw building. This finding was not appealed by any party. As such it remains binding on the applicant. The requirements for mitigation are found in MCC 11.5.3820(G)(5). The Forest Service, as required by those standards, has reviewed the proposed mitigation work in conjunction with the removal of the resaw building and finds the plan meets all applicable standards (4/2/98 letter from Arthur J. Carroll). Therefore, the cultural review process will be complete for the resaw building upon completion of the proposed mitigation plan.

##### **3. Recreational**

The proposal is only for removal of structures. There are low intensity recreational uses on adjoining parcels to the west at Bridal Veil State Park. However, since no development or land uses are proposed, the building removal would not adversely affect recreational resources within the Scenic Area.

##### **4. Natural Resources**

Maps from the Gorge Commission and site investigation indicate the following natural resources on the property:

1. The site is crossed by a tributary fish habitat stream (Bridal Veil Creek).
2. Bridal Veil Creek is a riverine wetland.
3. No known natural areas, endemic plant species or sensitive wildlife areas are identified on the property.



Because Bridal Veil Creek is a tributary fish habitat and a riverine wetland, the applicant is required to comply with the applicable provisions of MCC 11.15.3830 (SMA Natural Resource Review Criteria). Those include:

- a. The establishment of a 200-foot undisturbed buffer zone along Bridal Veil Creek unless it can be shown there are practicable alternatives as provided by MCC 11.15.3822(F).
- b. A site plan containing the additional information required by MCC 11.15.3830(B) if any demolition or ground disturbing activity, including movement of machinery or supplies or placement of debris, is proposed within the 200 foot buffer zone. Any demolition conducted within the buffer zone shall also comply with MCC 11.15.3830(B)(6) and (7).
- c. A narrative statement that all applicable standards of MCC 11.15.3830(B)(5)(b) and (c) will be satisfied if any demolition or ground disturbing activity is proposed within the 200 foot buffer zone.

The proposal would comply with the Natural Resource review criteria if items a, b and c (above) were satisfied for any demolition or ground disturbing activity within the 200 foot buffer zone. However, the applicant does not propose any demolition activity in the vicinity of the Bridal Veil Creek buffer zone. Therefore, these criteria do not apply, and the project, as proposed, satisfies the Natural Resource review criteria.

#### DECISION:

Affirm the decision of the Planning Director to approve applicant's request to demolish sixteen buildings on the Bridal Veil mill site shown on the site map of the Historic Survey and Evaluation of Significance dated July 29, 1994 as buildings 2, 3, 4, 5, 6, 7, 12, 13, 14, 15, 17, 18, 20 & 22, plus the shop and warehouse, subject to the following conditions:

1. The applicant shall obtain a demolition permit prior to the removal of any structure on this property. No demolition permit shall be issued until results of the testing prior to demolition as described in the Scope of Work is completed and the results reviewed and approved by the Planning Director and the US Forest Service as having satisfactorily completed that portion of the Scope of Work.
2. All work proposed in the Scope of Work shall be performed under the direct field supervision of Gary C. Bowyer of Western Resources Consulting. If, in his absence, any other individual is proposed to be involved in the direct field supervision of the Scope of Work, their professional qualifications shall first be submitted to and approved by the Planning Director as meeting the professional qualifications of MCC 11.15.3818(D).
3. Prior to the issuance of any demolition permits, the applicant shall:
  - a. Provide a landscaping plan which insures revegetation of any barren area exposed by the requested demolition with species endemic to the Bridal Veil area within one year of issuance of the demolition permit;
  - b. Provide a plan for the disposition of demolition materials at a location not visible from any Key Viewing Area within the Columbia River Gorge; and
  - c. Provide the County a performance bond in the amount of \$20,000 (or a lesser amount as determined appropriate by the Planning Director based upon written bids from qualified professionals) to insure completion of the post-demolition portion of the Scope of Work.

4. The post-demolition portion of the Scope of Work shall be completed within 12 months of issuance of the first demolition permit.
5. No development permits for any future use of this property shall issue until all work outlined in the Scope of Work has been completed and the Final Report described therein conveyed to the Planning Director. That document shall be a part of the record in this case and will be available to any individual or group for future reference.
6. The applicant shall comply with MCC 11.15.3818 (L) and (M). Should any cultural resource, historic or prehistoric, be uncovered on the site, the applicant or parties of interest shall immediately cease work and notify the Planning Director and the Columbia River Gorge Commission within 24 hours. The Planning Director will then notify the Crown Point Country Historical Society and request their input in the survey and evaluation required by MCC 11.15.3818(L)(3).
7. Except as otherwise specified in the above conditions, this approval is based on the applicants submitted testimony, site and demolition plans, and substantiating documents. The applicant shall be responsible for implementing the Scope of Work as presented and conditionally approved.

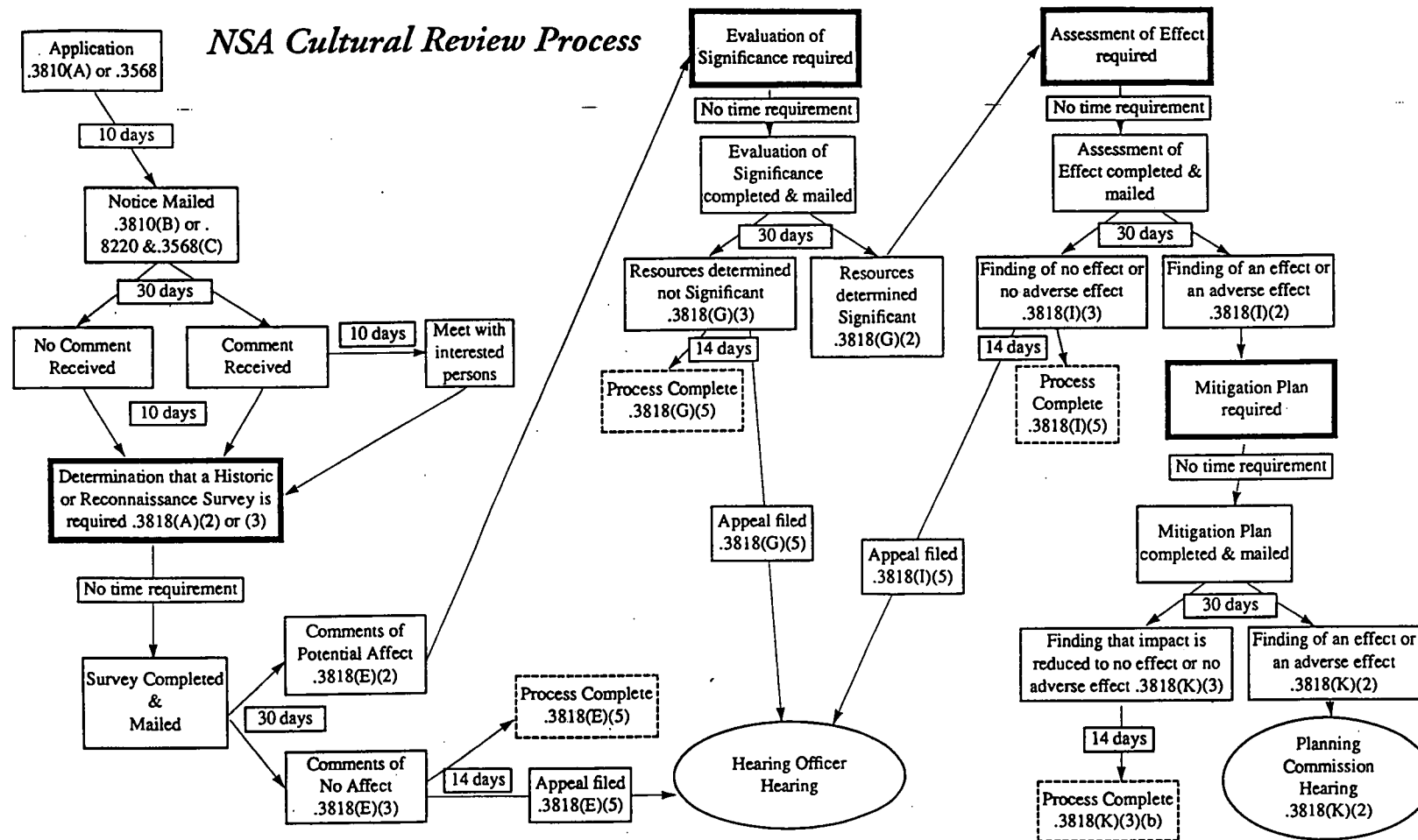
Dated this 11<sup>th</sup> day of January 1998.



Liz Fancher  
Multnomah County Hearings Officer

**APPEAL PROCESS:** The decision of the Director shall be final unless a notice of appeal is filed with the Director of Planning and Development within 10 days of the date of this decision by the applicant or any other party. Notice of Appeal forms may be obtained at the Multnomah County Planning Division Office. Appeals are processed as provided in MCC 11.15.8290. Appeal fees: Appeal of Hearings Officer decision to the Board of County Commissioners, \$530.00. Transcript requirements and fees: See County code.

## NSA Cultural Review Process



## Chronology of County Actions Regarding Removal of 16 Buildings at Bridal Veil

Statewide Planning Goal 5 Actions		
Date	Action	Comment
July 24, 1992	Planning Staff informs TPL of application requirements under Statewide Planning Goal 5	
August 20, 1992	TPL submits Historical & Architectural Evaluation of buildings at Bridal Veil prepared by Heritage Investment Corporation	Report concluded no historic resources at Bridal Veil
September 24, 1992	Staff memo indicating report entitled <i>Bridal Veil, Oregon History and Significance of the Community</i> prepared for Multnomah County is available.	Report concluded that, "... houses, post office, church/community, and cemetery should not be destroyed. Some consideration should be given to preserving the remaining wooden mill building."
October 5, 1992	Planning Commission hearing to consider amendment of Framework Plan to include Bridal Veil in the inventory of significant historic resources.	Continued to October 19th
October 19, 1992	Continued Planning Commission hearing	Continued to November 16, 1992
November 16, 1992	Planning Commission determines Bridal Veil site should be added to inventory of significant historic resources and the remainder of the Goal 5 process be completed for the property.	
December 7, 1992	TPL appeals Planning Commission recommendation.	
December 29, 1992	Board adopts Planning Commission recommendation.	
January 7, 1993	County adopts ordinance implementing provisions of the Management Plan For the Columbia River Gorge National Scenic Area	

May 3, 1993	Planning Commission hearings on completion of Goal 5 process.	Planning Commission recommends adoption of a Goal 5 program.
May 17, 1993		
June 7, 1993	TPL appeals Planning Commission recommendation to Board.	
June 25, 1993	CRGNSA ordinance becomes effective	Replaced Statewide Planning Program for the NSA
July 13, 1993	Board hearing on TPL appeal.	Continued to August 10th.
August 10, 1993	Board recognizes changes in State and County regulations regarding the CRG National Scenic Area, rejects the Planning Commission recommendation, and takes no further action on this request.	Goal 5 process no longer applicable to the Bridal Veil site.
<i>Columbia River Gorge National Scenic Area Actions</i>		
September 6, 1994	TPL submits National Scenic Area application to demolish 17 structures at Bridal Veil. Application contains applicant's submittal material for a Historic Survey and Evaluation of Significance.	
December 28, 1994	Planning Director determines that comments received during comment period indicate that Historic Survey stage of the NSA Cultural Review process is complete, however, additional information is required to complete Evaluation of Significance stage of Cultural Review process.	
December 28, 1994	County notified by SHPO that an application had been received to place the Bridal Veil property on the National Register of Historic Places.	Application filed by Crown Point Country Historical Society.
January 27, 1995	TPL files application to demolish resaw building on property due to potential hazard to adjoining railroad.	Applicant continues application to remove the other 16 buildings.
April 6, 1995	Planning Director approves (with conditions) removal of resaw building.	No objections or appeals.

October 22, 1996	County notified by SHPO that the application for inclusion of the Bridal Veil Site in the National Register of Historic Places had been returned due to "insufficient evidence to make a decision about the information potential of the archeological resources" of the site.	
March 5, 1997	TPL submits application for Evaluation of Significance.	
April 10, 1997	Planning Director notifies TPL that specific conditions of the approval to remove the resaw building had been violated. All processing of Bridal Veil applications would cease until evaluation and mitigation plan was provided.	
April 21, 1998	TPL submits evaluation and mitigation plan for resaw building and requests renewal of consideration of Evaluation of Significance for the 16 other structures.	Plan reviewed and approved by US Forest Service and SHPO.
August 6, 1998	County reinstates Evaluation of Significance and notifies all parties requesting comments.	
October 13, 1998	Planning Director conditionally approves demolition of the 16 structures.	
October 27, 1998	Crown Point Country Historical Society appeals Planning Director Decision to Hearing Officer.	
November 18, 1998	Hearing Officer hearing on appeal.	Hearing closed but both parties given 21 days for periods of additional submittal and rebuttal.
January 11, 1999	Hearing Officer conditionally approves demolition of the 16 structures.	
February 16, 1999	Crown Point Country Historical Society appeals Hearing Officer decision to Board of County Commissioners.	Hearing to be held June 8, 1999

MEETING DATE: JUL 08 1999  
AGENDA NO: R-9  
ESTIMATED START TIME: 11:00

(Above Space for Board Clerk's Use ONLY)

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AGENDA PLACEMENT FORM

SUBJECT: Resolution providing comments to the Oregon Geographic Names Board on proposed names for local geographic features

BOARD BRIEFING: DATE REQUESTED: \_\_\_\_\_

REQUESTED BY: \_\_\_\_\_

AMOUNT OF TIME NEEDED: \_\_\_\_\_

REGULAR MEETING: DATE REQUESTED: July 8, 1999

AMOUNT OF TIME NEEDED: 2 minutes

DEPARTMENT: Non-Departmental DIVISION: Commissioner Sharron Kelley

CONTACT: Robert Trachtenberg TELEPHONE #: 248-5213  
BLDG/ROOM #: 106/1500

PERSON(S) MAKING PRESENTATION: Sharron Kelley

ACTION REQUESTED:

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

SUGGESTED AGENDA TITLE:

Resolution on submission of comments to the Oregon Geographic Names Board

7/13/99 copies to Sharron Kelley

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Sharron Kelley  
(OR)  
DEPARTMENT  
MANAGER: \_\_\_\_\_

CLERK OF  
COUNTY COMMISSIONERS  
99 JUN 29 AM 11:12  
MULTI-COUNTY  
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277

SHARRON KELLEY  
Multnomah County Commissioner  
District 4



Portland Building  
1120 S.W. Fifth Avenue, Suite 1500  
Portland, Oregon 97204  
(503) 248-5213  
E-Mail: sharron.e.KELLEY@co.multnomah.or.us

**BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM BRIEFING  
STAFF REPORT SUPPLEMENT**

---

TO: Board of County Commissioners  
FROM: Commissioner Sharron Kelley  
RE: Resolution providing comments to the Oregon Geographic Names Board on proposed names for local geographic features  
Today's Date: June 30, 1999

Requested Placement Date: July 8, 1999

---

I. Recommendation / Action Requested

Approve Resolution.

II. Background / Analysis

See Resolution Findings and attached letter from Lewis McArthur.

III. Financial Impact - none.

IV. Legal Issues - none.

V. Controversial Issues

None.

VI. Link to Current County Policies

The process set forth in the Resolution has been chosen to encourage timely responses to requests for comments from the Oregon Geographic Names Board.

VI. Citizen Participation

Under this Resolution, it is intended that a Commissioner receiving a request to comment on a name proposal that is potentially controversial will place the matter on the Board agenda, allowing for public testimony.

VIII. Other Government Participation

Name change requests are submitted to the County or other controlling political authority by the Oregon Geographic Names Board.





# OREGON HISTORICAL SOCIETY

AT  
THE *oregon history center*

1200 S.W. PARK AVENUE PORTLAND, OREGON 97205-2483  
503/306-5200 TELEPHONE 503/221-2035 FACSIMILE 503/306-5194 TDD

Oregon Geographic Names Board  
June 5, 1999

Commissioner Sharron Kelley  
Multnomah County Courthouse  
Portland, OR 97204

Dear Commissioner Kelley

The United States Board on Geographic Names has a new policy. Any new or changed name must be submitted to the county or other controlling political authority for comment. They require an actual response; approve, disapprove or neutral. The simplest system is to find a knowledgeable person in County government to whom we can direct the request for comment. While the County Commission would certainly wish to review controversial or disputed names, in most cases new names for minor features are both non-controversial and apposite. In other cases, the Oregon Board is trying to correct typographical errors or minor changes in form which might not require the attention of the County Commission so you may wish to delegate this work to one of your staff.

Sharon Nesbit tells me you are willing to act as the liaison with the Oregon Geographic Names Board. At the present time, we have only two new names, Metasequoia Creek and Metasequoia Falls, on the docket for Multnomah County. This stream and its falls are in the Columbia River Gorge National Scenic Area and John Yeon State Park. I enclose a copy of the proposal form giving the reason for the proposed name, an uncovered deposit of fossil leaves.

Normally, there are only two or three proposals a year in any one county and rarely does one involve controversy. The names of small features are usually a small matter but they are another item in maintaining a correct record of our history. I am delighted you will be willing to assist us.

Sincerely.

A handwritten signature in dark ink, appearing to read "Lewis L. McArthur".

Lewis L McArthur  
Oregon Geographic Names Board

cc: Sharon Nesbit

THE STATE HISTORY MUSEUM, LIBRARY & PRESS

*Incorporating The Battleship Oregon Museum, the Museum Store, Oregon Folk Arts Program, Oregon Geographic Names Board, Oregon Heritage Tourism Resource Center, Oregon Historical Society Affiliates Program, Oregon Lewis & Clark Heritage Foundation, Oregon Lewis & Clark Trail Committee*

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

**RESOLUTION NO. 99-145**

Providing comments to the Oregon Geographic Names Board on proposed names for local geographic features.

**The Multnomah County Board of Commissioners Finds:**

- a. The United States Geographic Names Board now requires state boards to give local jurisdictions an opportunity to comment on proposed new or changed names for geographic features.
- b. The Oregon Geographic Names Board needs a response of approve, disapprove or neutral from the local governing body regarding a proposed name.
- c. The Multnomah County Board of Commissioners (Board) wishes to adopt a policy for submitting comments on behalf of the county regarding proposed names for local geographic features.

**The Multnomah County Board of Commissioners Resolves:**

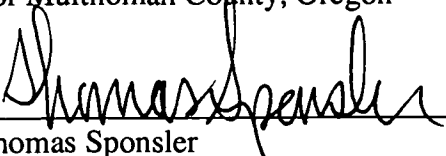
1. The Commissioner, in whose district the named or renamed geographic feature is located, shall respond on behalf of Multnomah County to the Oregon Geographic Names Board about the proposal.
2. The Commissioner may place the matter on the Board agenda along with a recommended response. In such case, the official position will be determined by Board vote

Adopted this 8th day of July, 1999.



REVIEWED:

Thomas Sponsler, County Counsel  
For Multnomah County, Oregon

  
Thomas Sponsler

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

  
Beverly Stein, Chair

MEETING DATE: July 8, 1999  
AGENDA NO: R-10  
ESTIMATED START TIME: 11:00

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: Consolidated City-County Information and Referral Service Initiative

BOARD BRIEFING: DATE REQUESTED: \_\_\_\_\_  
REQUESTED BY: \_\_\_\_\_  
AMOUNT OF TIME NEEDED: \_\_\_\_\_

REGULAR MEETING: DATE REQUESTED: July 8, 1999  
AMOUNT OF TIME NEEDED: 1 Hour

DEPARTMENT: Support Services DIVISION: DSS Admin

CONTACT: Vickie Gates TELEPHONE #: 306-5880  
BLDG/ROOM #: 106/1400

PERSON(S) MAKING PRESENTATION: Vickie Gates, Celia Heron and Invited Others

**ACTION REQUESTED:**

☒ INFORMATIONAL ONLY   ☐ POLICY DIRECTION   ☐ APPROVAL   ☐ OTHER

**SUGGESTED AGENDA TITLE:**

Progress Report on Consolidated  
City-County Information and Referral Service Initiative

**SIGNATURES REQUIRED:**

ELECTED OFFICIAL: \_\_\_\_\_  
(OR)  
DEPARTMENT \_\_\_\_\_  
MANAGER: Vickie Gates

Board of  
County Commissioners  
99 JUN 29 PM 3:27  
MULTI-COUNTY  
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 99-67

Declaring Support for a consolidated City-County Information and Referral Service

The Multnomah County Board of Commissioners Finds:

- a. Both the City of Portland and Multnomah County are committed to providing easy access to citizens and one-stop service to those seeking assistance.
- b. Many callers are unclear which jurisdiction provides the service they seek or has the information they need.
- c. Centralizing the information and referral functions of the two jurisdictions will simplify access for the public and produce efficiencies across local government lines.
- d. The ability to provide timely and accurate information to a broad range of public callers is a skill held in high regard by the City and County and its visibility should be enhanced by consolidating the two existing government functions.
- e. The Healthy Communities Council, the Network of Information and Referral Agencies, and the Alliance of Information and Referral Systems have identified the need for coordinated telephone access to connect citizens to community services. An effort to designate 211 as a national telephone line for citizens to provide a gateway to all information and referral, hot line, and special phone services is being pursued at this time.

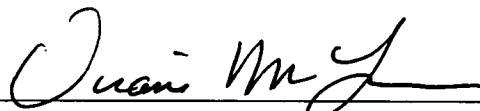
The Multnomah County Board of Commissioners Resolves:

1. To direct staff to join with colleagues from the City of Portland in pursuing a functional consolidation of the Information and Referral operations of the City and County at the City of Portland.
2. To receive a report from County staff on the progress of this consolidation initiative sixty days from passage of this Resolution.

Approved this 29th day of April, 1999.

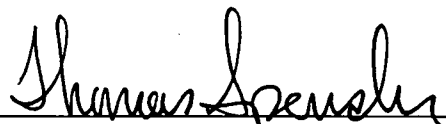


BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

  
for Beverly Stein, Chair

REVIEWED:

Thomas Sponsler, County Counsel  
For Multnomah County, Oregon

By   
Thomas Sponsler, Assistant County Counsel



# MULTNOMAH COUNTY OREGON

VICKIE S. GATES, DIRECTOR  
DEPARTMENT OF SUPPORT SERVICES

PORTLAND BUILDING  
1120 S.W. FIFTH AVENUE, SUITE 1400  
P.O. BOX 14700  
PORTLAND, OREGON 97293-0700

PHONE (503) 306-5881  
FAX (503) 248-3292

AFFIRMATIVE ACTION  
BUDGET AND QUALITY  
EMERGENCY MANAGEMENT SERVICES  
EMPLOYEE SERVICES  
FINANCE  
INFORMATION SERVICES  
LABOR RELATIONS  
RISK MANAGEMENT

## **Staff Supplemental Memorandum**

**To: Board of County Commissioners**

**From: Vickie S. Gates**

**Date: July 6, 1999**

**Re: Consolidation of City-County Information and Referral Services**

### **I. Recommendation/Action Requested:**

This report is a briefing for the Board. The Board has passed a resolution and has directed through Budget Note that City and County staff work together to develop a strategy for a consolidated Information and Referral (I&R) operation. A combined service should simplify access to needed services by offering one point of information supported by an expanded data base and staff trained in its use and provision of I&R services. This report is designed to bring the Board up to date on work toward that goal and to advise the Board of the service and technical issues that will need resolution in developing a final plan and timeline. This briefing will provide an opportunity for the Board to assess the issues, raise questions, and provide guidance to staff.

### **II. Background/Analysis**

After the Board's passage of the Resolution stating their intent to proceed, staff met to identify the major issue areas for exploration. The framework developed is used in this report to advise the Board of the issues of importance and progress to date. The initial framework included: Technological Issues, Personnel Issues, Service Design Issues and the Intergovernmental Agreement to implement the plan. Work to date has concentrated in the first three areas and significant issues have been identified. However, prior to discussing each of these in greater detail, I have included some basic profile information on both systems.

County Profile	City Profile
• Approx. 9,910 calls per month	• Approx. 6,500 calls per month
• Owns Meridian Nortel PBX system	• US West Centrex system
• Calls distributed through County PBX	• Calls distributed by US West Centrex
• County produces report on calls each month	• US West produces call study every two months (2 week snapshot)
• Calls received transferred by 5 digits	• Calls received generally transferred by 4 digits
• I&R number widely published externally and internally	• I&R number widely published externally and internally
• 4.0% of calls for City Services (sample)	• 10% of calls for County services

### **Technological Issues:**

Key staff for this issue area have included telecommunications staff from each government and Celia Heron and Jordan Epstein of the City I&R Service. The issues under discussion include:

Impact of Volume Increase: The addition of the County's call volume to existing City operations will require modification and upgrading of City equipment to handle the increased load. Bureau of General Services (BGS) staff are currently working on the cost estimate for changes necessary to handle the additional volume and for a potential improvement, Computer Telephony Integration, CTI discussed in more detail later in this report.

Given the need for City modifications, the workgroup has requested that the option of combining the I&R function on the County's system be explored. The County's telecommunication system would be able to handle the combined I&R call volume and the County's ownership of the system might mean fewer modifications. County staff are now investigating that option and estimating the timeframe needed and costs. A report back is anticipated by August 1, 1999.

10 Digit Dialing/Service Quality: One unanticipated issue has been the move to 10 digit local dialing with the introduction of a new area code. This change will be mandated in February of 2000. The combination of 10 digit local dialing and increased volume definitely has the potential to affect the quality of service the unit can offer. While County staff will explore options for lessening the impact of the dialing change under its PBX system, the technology work group has also recommended that the group explore Computer Telephony Integration (CTI) as an option to improve service. CTI would allow staff to access the data base and use point and click transfer technology with the potential to improve service. The group is planning to learn more about CTI and will researching less expensive options.

Other Issues: Portland's BGS is focused on Y2K issues for the remainder of 1999 and have requested that any implementation on the City system begin after January 30 of 2000. Commissioner Saltzman has been briefed on the BGS issues by City staff and is in agreement. From his perspective, the additional time to make sure that the research is adequate and services get off to a good start is critical to long range success. Once adequate information is available and a plan approved, work could begin in the non-technical areas. The development of a database and personnel training are examples of work that should be started as soon as approval is received.

Conclusion: Additional work is underway to evaluate the best option, cost, and timeframe for the telecommunication host and until it is completed, we are unable to recommend the best course of action or provide additional budget detail. As indicated earlier, County staff will report back prior to August 1.

**Service Design Issues:** County leads include Brian Fowles and Todd Peterson of Telecommunications and Celia Heron and Jordan Epstein of the City. This group was charged with issues such as the call volume increase including peak periods, the Oregon Pathways link, reporting needs and other service issues. Issues currently under work/discussion or which must be addressed include:

- Identification of "peak times" that are either seasonal or event based to allow planners to anticipate service issues. For example, County events would include tax seasons, elections and jury duty.
- Expansion of the data base is also a critical issue since developing a database comparable to the City's for county services and employees is critical to quality service and should be in place prior to launching a combined program. The City effort took six months, but that investment should be shortened given existing County tools. There should also be coordination of the consolidated program with specialized triage and referral systems in the county for populations such as the aged or program areas such as health.
- The issue of Oregon Pathways has yet to be explored and more information is necessary to evaluate how these two efforts should be coordinated.
- Staff is also beginning to discuss the reporting which would be helpful for monitoring a combined system.

These issues have been to some extent preempted by the technology work. In addition, Celia Heron, who has been very valuable to the project, has accepted a new position. She will continue, however, to be involved in the merger planning and implementation.



One of the possibilities which has also been raised by Commissioner Saltzman is a review of the two I&R systems jointly conducted by the City and County Auditors. This type of review could be very valuable to service planning by insuring that the factual base is accurate and comparable and would also identify the process differences between the two services. I believe we should support such a request.

**Personnel Issues:** Leads are David Shaff of the City and Vickie Gates of the County. Issues include identification of transfer of county staff to the City and impact on the County telecommunication office. Currently, the County has one full time staff and one temporary which limits the legal issues to one staff person.

The County and AFSCME Local 88 have agreed to abide by ORS 236.610 through 236.650. This statute states that no public employee shall be deprived of employment solely because the duties have been assumed or acquired by another public employer. It requires that the employee be transferred to the employment of the public employer who assumed or acquired the duties of the public employee as long as this does not displace a current employee. In this case the employee would be transferred and her rights and seniority protected and there would be no negative impact on city employees.

Local 88 has informally been advised that this discussion is ongoing and when a timeline and recommendation for consolidation is before the board, they will receive the required formal notice. We will, of course, keep them advised as the issues and timing become clearer.

**Intergovernmental Agreement:** Only very preliminary work has been started in this area given the other issues which require work prior to implementation.

**Financial Issues:** As previously discussed, there are a number of major uncertainties outstanding before a final determination of the one time and ongoing costs associated with consolidation of the services.

There is also the issue of how costs would be allocated between the two governments for a consolidated operation. A per call allocation such as the City currently uses would present a number of issues for the county given current knowledge of the two systems. Multnomah County has the major call volume currently with approximately 38% of the calls attributable to the state courts, 35% to County Offices and only 4% to City services (detail on calls based on a May sample is attached). Currently, City operators also take a significant number of calls, 10%, attributable to County services. A per call cost allocation, would mean that the County would be responsible for the majority of costs. In contrast, the County charges all users for I&R services on a per instrument basis with I&R included with other telecommunication

services. Developing a fair method for allocating costs is an additional problem which must be addressed for a successful implementation.

**III. Financial Impact:**

None at this time, but depending on the results of analysis underway there may be financial issues for the Board to address and the allocation of costs after implementation does present an important policy issue. It is unlikely that the consolidation will be cost neutral, but some additional costs may be offset by an increase in quality of service and ease of access for citizens needing service.

**IV. Legal Issues:**

Adherence to statutes for transfer of staff and development of an intergovernmental agreement to govern operations and cost sharing..

**V. Controversial Issues:**

None.

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

County's good government benchmark.

**VII. Citizen Participation:**

None.

**VIII. Other Governmental Participation:**

City of Portland.

**Attachments:**

1. Service data from Multnomah County I&R operations.

**COUNTY INFORMATION AND REFERRAL OPERATORS**

CALLS TO 248-3511 FOR May 17-21 1999

	<u>Number of Calls</u>	<u>% of total</u>
County Offices	700	34.83%
State Courts	757	37.66%
City of Portland	80	3.98%
State or Oregon	63	3.13%
Federal	21	1.04%
Metro	9	0.45%
Other Cities and Counties	28	1.39%
Other	207	10.30%
Repair	145	7.21%
Total	2010	100.00%

Multnomah County Information and Referral for 5/17/99 through 5/21/99

Department Description	Total Calls	Percent of All Totals
AGING AND DISABILITY SERVICES DEPARTMENT	10	0.50%
AUDITOR'S OFFICE	2	0.10%
BOARD OF COUNTY COMMISSIONERS	27	1.34%
COMMUNITY JUSTICE DEPARTMENT	7	0.35%
COMMUNITY JUSTICE DEPARTMENT ADULT DIVISION	30	1.49%
COMMUNITY SERVICE INTAKE	15	0.75%
PRETRIAL RELEASE/RECOG SVC PRG	2	0.10%
PROBATION CENTRAL OFFICE (83701)	2	0.10%
PROBATION NORTHEAST DISTRICT OFFICE	9	0.45%
PROBATION PENINSULA OFFICE	1	0.05%
PROBATION SOUTH EAST	3	0.15%
PROBATION WEST DISTRICT OFFICE	0	0.00%
COMMUNITY JUSTICE DEPARTMENT JUVENILE DIVISION	10	0.50%
COUNTY COUNSEL	2	0.10%
DEPARTMENT OF COMMUNITY & FAMILY SERVICES	11	0.55%
BEHAVIORAL HEALTH DIVISION	6	0.30%
DEVELOPMENTAL DISABILITIES SERVICES DIVISION	3	0.15%
DISTRICT ATTORNEY	20	1.00%
SUPPORT ENFORCEMENT DIVISION	11	0.55%
ENVIRONMENTAL SERVICES DEPARTMENT	5	0.25%
ANIMAL CONTROL DIVISION	7	0.35%
ASSESSMENT AND TAXATION DIVISION	112	5.57%
ELECTIONS DIVISION	7	0.35%
FACILITIES & PROPERTY MANAGEMENT	4	0.20%
LAND USE PLANNING DIVISION	19	0.95%
TRANSPORTATION DIVISION	11	0.55%
ROAD SHOPS	6	0.30%
HEALTH DEPARTMENT	15	0.75%
HEALTH DEPARTMENT DENTAL HEALTH SERVICES DIVISION	1	0.05%
COMMUNITY IMMUNIZATION UNIT	0	0.00%
ENVIRONMENTAL HEALTH	4	0.20%
VECTOR CONTROL (83464)	1	0.05%
FOOD HANDLERS PROGRAM (85254)	10	0.50%
HIV CLINIC (83030)	7	0.35%
STD PROGRAM (83700)	6	0.30%

Multnomah County Information and Referral for 5/17/99 through 5/21/99

Department Description	Total Calls	Percent of All Totals
TB CLINICS (83417)	0	0.00%
CENTRALIZED APPOINTMENTS (83333)	17	0.85%
EAST COUNTY CLINIC	2	0.10%
LA CLINICA DE BUENA SALUD	1	0.05%
MID COUNTY CLINIC	5	0.25%
N PORTLAND CLINIC	4	0.20%
NORTHEAST PORTLAND CLINIC	4	0.20%
SOUTHEAST PORTLAND CLINIC	5	0.25%
WESTSIDE CLINIC	4	0.20%
HEALTH DEPARTMENT SCHOOL BASED HEALTH CLINICS (OTHER SBHC NOT LISTED )	1	0.05%
CLEVELAND HIGH SCHOOL	0	0.00%
JEFFERSON HIGH SCHOOL	0	0.00%
ROOSEVELT HIGH SCHOOL	1	0.05%
WIC SERVICES (83503)	11	0.55%
LIBRARY DEPARTMENT (OTHER LIBRARIES NOT LISTED)	4	0.20%
ALBINA BRANCH	0	0.00%
CENTRAL LIBRARY	5	0.25%
HOLLYWOOD BRANCH	0	0.00%
LIBRARY ADMIN (85402)	0	0.00%
SHERIFF'S OFFICE	23	1.14%
CLOSE STREET SUPERVISION	6	0.30%
MCCF	0	0.00%
COURTHOUSE JAIL	9	0.45%
MCDC	1	0.05%
JUSTICE CENTER	14	0.70%
INVERNESS JAIL	6	0.30%
RESTITUTION CENTER	2	0.10%
SUPPORT SERVICES DEPARTMENT	1	0.05%
EMPLOYEE SERVICES DIVISION	13	0.65%
PAYROLL	7	0.35%
PURCHASING	2	0.10%
ISD	0	0.00%
OTHER COUNTY OFFICES NOT LISTED	66	3.28%
EXTENSIONS	100	4.98%
COURTS	757	37.66%

Multnomah County Information and Referral for 5/17/99 through 5/21/99

Department Description	Total Calls	Percent of All Totals
CITY OF PORTLAND	80	3.98%
STATE OF OREGON	63	3.13%
FEDERAL	21	1.04%
METRO	9	0.45%
OTHER CITIES AND COUNTIES	28	1.39%
REPAIR	145	7.21%
OTHER	207	10.30%
Total	2010	100.00%